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ors, grantees and assigns in and to ownership of the Michaels  
 Michaels Property and the Bob Evans Property and their success-  
 licensees, occupants and employees and by the owners of the  
 grantees, assigns, permittees, customers, invitees, tenants,  
 reference made a part hereof, and by grantor and its successors,  
 described in Exhibit H attached hereto, all such Exhibits by this  
 described in Exhibit G attached hereto, the "Bob Evans Property"  
 in Exhibit F attached hereto, the "Michaels Property" legally  
 (for use in common by the "Retained Property" legally described  
 tees, licensees, permittees, tenants, occupants and employees  
 erty and/or Adjacent Property, and its and their customers, invi-  
 sors, grantees, and assigns in and to ownership of the Real Prop-  
 by this reference made a part hereof) and grantee, its succes-  
 cent Property (legally described in Exhibit E attached hereto and  
 (the "Easement") for the benefit of the Real Property, the Adja-  
 TOGETHER WITH a non-exclusive ingress and egress easement  
 Property");

hereto and by this reference made a part hereof (the "Real  
 the State of Illinois and legally described in Exhibit A attached  
 That certain real property situated in the County of Cook in  
 Cook and State of Illinois, to wit:  
 "Grantee") the following described real estate in the County of  
 day of February, 1987, known as Trust Number 87022, (hereinafter  
 Trustee under the provisions of a Trust Agreement dated the 12th  
 business at 13057 So. Western Avenue, Blue Island, Illinois, as  
 of the laws of the State of Illinois, whose principal place of  
 States and qualified to do a trust business under and by virtue  
 tion duly organized and existing under the laws of the United  
 warrants unto the FIRST NATIONAL BANK OF BLUE ISLAND, a corpora-  
 other good and valuable considerations in hand paid, conveys and  
 of Missouri for and in consideration of Ten (\$10.00) Dollars, and  
 address at 611 Olive Street, of the City of St. Louis and State  
 Department Stores Company, a New York corporation, with a mailing  
 THIS INDENTURE WITNESSETH, That the Grantor, The May

WARRANTY DEED IN TRUST

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70-99-772 D3 ①

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Cook County  
 REAL ESTATE TRANSACTION TAX  
 \$07.50  
 PAYMENT MADE BY  
 \$07.50  
 DEPT. OF REVENUE  
 MAR 31 1987

STATE OF ILLINOIS  
 REAL ESTATE TRANSFER TAX  
 \$07.50  
 DEPT. OF REVENUE  
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Property and the Bob Evans Property respectively, and their customers, invitees, licensees, permittees, tenants, occupants and employees), through, upon and across that certain land legally described in Exhibit B attached hereto and by this reference made a part hereof (said land being hereinafter referred to as the "Easement Area"), for the purpose of pedestrian and vehicular ingress and egress to and from the Real Property (and the Adjacent Property by way of the Real Property provided that the owner(s) of the Real Property has consented thereto) and Lincoln Highway (U.S. Route 30);

TOGETHER WITH a non-exclusive ingress and egress easement (the "Traffic Easement") for the benefit of the Real Property and the Adjacent Property and Grantee, its successors, grantees and assigns in and to ownership of the Real Property and/or Adjacent Property, and its and their customers, invitees, licensees, permittees, tenants, occupants and employees (for use in common by the Bob Evans Property, the Michaels Property, the Retained Property and by Grantor and the owners of the Michaels Property and the Bob Evans Property, and its and their successors, grantees, assigns, permittees, customers, invitees, tenants, licensees, occupants and employees), through, upon and across that certain land legally described in Exhibit C attached hereto and by this reference made a part hereof (said land being hereinafter referred to as the "Traffic Easement Area"), for the purpose of pedestrian and vehicular ingress and egress to and from the Real Property (and the Adjacent Property by way of the Real Property provided that the owner(s) of the Real Property has consented thereto) and Cicero Avenue;

TOGETHER WITH an easement (the "Sign Easement") for the benefit of the Real Property, the Adjacent Property and Grantee, its successors, grantees and assigns of ownership in any of the Real Property or Adjacent Property, to enter upon the Retained Property and to construct thereon and maintain one (1) double-faced sign (the "Sign") at a location within 15 feet to the West of the Easement Area; provided, however, that control over the sign, its construction and maintenance shall be vested only in Grantee but

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such control may be assigned by Grantee to one (1) other person or entity and may be from time to time subsequently assigned to one (1) other person or entity. Grantee and any such assignee shall notify Grantor promptly of any such assignment, including the name and address of the assignee. The sign may only identify the Real Property and the Adjacent Property, each face shall be no higher than five (5) feet and no longer than twelve (12) feet, the top of the sign may be no higher than six (6) feet above the adjacent ground, shall be constructed only of metal and plastic, may be internally lit but shall contain no neon or flashing lighting, shall have electric service furnished by underground lines buried at a depth so as not to interfere with Grantor's use or improvement of the surface of the land above such lines, and shall be subject to Grantor's approval, not to be unreasonably withheld or delayed, as to compliance with such restrictions;

TOGETHER WITH an easement (the "Lincoln Highway Sign Easement") for the benefit of Grantee, its successors, grantees and assigns in and to ownership of the "Lincoln Highway Site" as shown on Exhibit "J" attached hereto and made a part hereof by this reference to enter upon the Retained Property and to construct thereon one (1) double faced sign ("the Lincoln Highway Sign") at a location with fifteen (15) feet to the west of the Easement Area. The sign may only identify the hotel or motel, if any, on the Lincoln Highway Site, each face shall be no higher than four (4) feet and no longer than five (5) feet, the top of the sign may be no higher than six (6) feet above the adjacent ground, shall be constructed only of metal and plastic, may be internally lit but shall contain no neon or flashing lighting, shall have electric service furnished by underground lines buried at a depth so as not to interfere with Grantor's use or improvement of the surface of the land above such lines, and shall be subject to Grantor's approval, not to be unreasonably withheld or delayed, as to compliance with such restrictions.

SUBJECT, HOWEVER, TO the title exceptions listed on Exhibit D attached hereto and made a part hereof by this reference, and subject to and upon the following terms, provisions, representa-

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tions, agreements, covenants, conditions, reservations and restrictions, Grantee hereby accepting and agreeing to the same by Grantee's acceptance and recordation of this Deed, and Grantee's successors, successors in interest and assigns shall be bound to the same by its or their acceptance of a deed to any of the Real Property or by an exercise of any right or benefit granted in this Deed:

1. (a) The grant herein by Grantor of the Easement and Grantee's rights to use and enjoy the Easement are conditioned upon, subject to, and shall become effective only upon, Grantee's completing the Easement Improvements substantially as shown on Exhibit I attached hereto and by this reference made a part hereof, and in full compliance with all applicable provisions of that certain Exchange Agreement dated as of the 27<sup>th</sup> day of ~~200~~<sup>1987</sup> February, 1987, by and between Grantor and Grantee (the "Exchange Agreement"); provided however that Grantee may use the Easement during that time in which the existing roadway connection to Lincoln Highway is being removed as part of the construction of the Easement Improvements; and

(b) Grantee's right to use and enjoy the Easement for ingress and egress to and from the Adjacent Property other than the Lincoln Highway Site, is conditioned upon there being no roadway which connects directly or through a connecting roadway to the Easement being constructed on the Adjacent Property or the Real Property without Grantor's prior written consent as to the location of such roadway. Grantor hereby consents to any roadway which substantially conforms to that plan attached hereto as Exhibit "N" attached hereto and made a part hereof by this reference or varies from the location shown on any such plan by no more than fifty (50) feet in any one direction (however the roadway shown on such plan as the extension of "Sprucewood" may be deleted or relocated at Grantee's option). Grantor's consent to any other plan of roadway submitted to it will not be unreasonably withheld and shall be limited to only the verification by Grantor that the roadway (i) serves the Adjacent Property in conformance with good traffic engineering practices, does not

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provide a straight uninterrupted flow of traffic cross the Adjacent Property to the Real Property and is designed to funnel traffic in significant volumes to and from the Adjacent Property and both Lincoln Highway and Cicero Avenue; or (ii) is located as required by, and is otherwise in conformance with, the legal requirements of the applicable controlling public authorities and such authorities refused to approve any changes to the roadway necessary to conform in whole or in part to Grantor's objections to such plan. Grantee shall submit to Grantor for approval pursuant to this Section 1(b) any plan of roadway configuration which is not deemed approved hereinabove. Grantor shall have the right to object in writing to any such plan within thirty (30) days after receipt of any such plan by Grantor if the plan does not comply with the requirements of subsection (i) above, Grantor's objections to be supported by an opinion of a licensed traffic engineer. If Grantor fails to so object to any such plan within such thirty (30) day period, Grantor shall be deemed to have approved such plan. In the event Grantor does so object to a plan, and if Grantee does not agree with Grantor's objection, Grantee shall support its disagreement by opinion of a licensed traffic engineer. Within thirty (30) days of Grantor's receipt of Grantee's engineer's opinion, the traffic engineers of both parties shall attempt to resolve their differences and agree on a plan which meets the requirements of subsection (i) above. If they are unable to do so, they shall agree on the selection of a third traffic engineer whose decision shall be binding. The cost and expenses of the third engineer shall be divided equally between Grantor and Grantee. Grantee and any other entity claiming through or under Grantee shall be restricted from using the Easement during the time in which Grantee is in violation of the conditions herein except for ingress and egress to and from the Real Property and to and from the Lincoln Highway Site, provided that such restriction shall not be effective unless the approval procedure set forth above has been exhausted (but such restriction shall become effective immediately if Grantee or its engineer shall fail to comply with such procedure or to act with

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due speed and diligence in complying with such procedure). Upon request of Grantee, its successors or assigns, Grantor shall execute an instrument in recordable form and otherwise in form acceptable to Grantor in its reasonable discretion, evidencing Grantor's consent to a roadway configuration which meets the requirements of this Section 1(b).

2. Grantee shall maintain the Sign and/or the Lincoln Highway Sign in a safe, neat, clean, first-class condition and state of repair, in full compliance with all applicable governmental requirements. If Grantee shall fail to so maintain either or both such signs (a) in the event of an emergency, Grantor shall have the right but no obligation, to either repair or remove such sign(s) at Grantee's cost and expense and without any prior notice to Grantee; and (b) in any other event, Grantor shall have the right, but no obligation, to maintain or remove such sign(s) at Grantee's cost and expense only after sixty (60) days' prior written notice to Grantee and to the occupant, if any, of the Lincoln Highway Site as to the Lincoln Highway Sign or, as to the Sign Easement, to Grantee or to any one (1) other person or entity designated by Grantee (or by any such designee), the name and address of which shall have been given to Grantor at least thirty (30) days before Grantor's giving of such notice.

3. (a) Grantor hereby reserves to itself, its successors, successors in interest, assigns and its and their customers, invitees, licensees, permittees, tenants, occupants and employees and reserves for the benefit of the Retained Property, the Michaels Property and the Bob Evans Property and any owner, occupant or tenant thereof and its and their customers, invitees, licensees, permittees, tenants, occupants and employees:

(i) a non-exclusive easement (for use in common with Grantee, its successors, grantees and assigns and their respective tenants and occupants) upon, through and under the Real Property for the location, use, operation, maintenance, repair, replacement, relocation and removal, at Grantor's expense, of any and all utility systems and/or parts thereof (including without limitation lines, manholes,

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catch basins and related facilities for storm and sanitary sewer, water, electrical, gas, lighting and telephone services) as may be installed upon, under, through or across the Real Property on the date hereof (as shown on Exhibit O attached hereto and made a part hereof by this reference) for service in whole or in part to the Retained Property, the Michaels Property and/or the Bob Evans Property, and to add additional lateral lines into such utility systems to increase or otherwise add utility service to the Retained Property, the Michaels Property and/or the Bob Evans Property and/or any improvements therein; provided, however, that any such addition or increase does not overburden any applicable system and further provided that no one claiming by, under or through the Bob Evans Property or the Michaels Property shall have any right to enter upon the Real Property to exercise any right granted pursuant to this paragraph 3(a)(i) (provided that nothing herein shall be deemed to effect or limit any right granted to the Michaels Property or any owner thereof pursuant to that Special Warranty Deed to the Michaels Property dated January 24, 1977, by and between The May Department Stores Company as grantor and Sambo's of Illinois, Inc., an Illinois corporation, as grantee, recorded on June 18, 1977, in the Office of the Recorder of Deeds, Cook County, Illinois, as Document No 23 968 408). No building or other improvements, except for paved surface level parking, roadways and sidewalks, may be located at any time over any such utility systems then existing on the Real Property. Except in the event of an emergency, Grantor may exercise its rights reserved pursuant to this paragraph 3(a)(i) only after giving at least thirty (30) days' prior notice to Grantee and to the then occupants of the Real Property. In exercising its rights under this paragraph 3(a)(i), Grantor shall complete any work with reasonable promptness after commencement and shall cause no unreasonable interruption of the applicable service(s) to any other user thereof (but in

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no event shall Grantor or anyone acting under Grantor be required to pay premium or overtime wages to workers in relation thereto). The easement granted in this paragraph 3(a)(i) shall terminate and be of no further force or effect as to any utility system or part thereof upon its removal from the Real Property;

(ii) a non-exclusive easement for storm water drainage from the Retained Property to drain across the Real Property by natural flow and to collect and remain in that "Retention Pond" located on the date of this Deed within that area shown on Exhibit O as "Retention Pond". Nothing herein shall prohibit Grantee from making improvements to or otherwise making changes to the Real Property which would modify the direction of the flow of water across the Real Property from the Retained Property, provided that no such improvement or change shall restrict or prevent any water from freely leaving the Retained Property. Grantee may move the location of the Retention Pond at its cost and expense to a different location on the Real Property or Adjacent Property if Grantee provides to Grantor a certificate acceptable to Grantor in its reasonable discretion, of a licensed Illinois civil engineer certifying that the Retention Pond, as relocated, will drain the same land area at least at the rate and with at least the same capacity as the existing Retention Pond, and if Grantee provides or causes to be provided to Grantor a license substantially in the form of Exhibit P attached hereto and by this reference made a part hereof, (which license may be recorded at Grantor's option), to enter onto the Real Property and/or Adjacent Property as necessary to permit Grantor, its agents and employees to maintain the relocated retention pond (at Grantee's cost and expense). If, at any time, Grantee shall deliver to Grantor a certificate, reasonably acceptable to Grantor, of a licensed Illinois civil engineer certifying that the Retention Pond does not drain any of the Retained Property, the easement, and other rights granted to Grantor pursuant to

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this Section 3(b)(ii) and any license granted pursuant here-  
to shall terminate and be of no further force or effect and  
Grantor, at Grantee's request, shall execute any documents  
provided by Grantee and reasonably acceptable to Grantor, if  
at no expense to Grantor, evidencing such termination.

(b) Grantor hereby reserves to itself, its successors,  
successor in interest, and assigns and its and their cus-  
tomers, invitees, licensees, permittees, tenants, occupants  
and employees and reserves for the benefit of the Retained  
Property:

(1) a non-exclusive easement (for use in common with  
Grantee, its successors, grantees and assigns and their  
respective tenants and occupants) upon, across and through  
that portion of the Real Property shown on Exhibit K  
attached hereto and made a part hereof by this reference as  
the "Parking Encroachment Area", for the parking of motor  
vehicles and necessary related uses, and to locate and main-  
tain the striping located thereon on the date hereof and to  
use such parking area and related roadways, paved or other-  
wise improved. Grantee shall have the right subject to the  
prior approval of Grantor, not to be unreasonably withheld,  
to restripe the Parking Encroachment Area from time to time  
at Grantee's cost and expense provided that in any and all  
instances no fewer parking spaces are provided in the Park-  
ing Encroachment Area as existed before such restriping, the  
configuration of spaces and related roadways is not substan-  
tially changed, such spaces are not reduced in size, the  
restriping is not done during the three weeks before Easter  
of any year or during the period between any Thanksgiving  
Day and the next following January 3 and there is no direct  
access through the Parking Encroachment Area between any of  
the Real Property and the Traffic Easement. Nothing herein  
shall prohibit Grantee from constructing a parking area on  
that portion of the Real Property which is adjacent to the  
Parking Encroachment Area and connecting such parking area  
to the Parking Encroachment Area. Grantor may substantially  
change the striping in such area and otherwise substantially

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modify the improvements thereon existing from time to time at Grantor's sole expense only after first obtaining the approval of the then record owner(s) of the Parking Encroachment Area, which approval may not be unreasonably withheld or delayed; provided however that Grantor shall not stripe or do any other act which would permanently block access across the Parking Encroachment Area between the remainder of the Real Property and the Traffic Easement Area. No building or other improvements other than parking area and related roadways as provided in this Section 3(b)(i) may be located over any of the Parking Encroachment Area;

(ii) an easement across and through that portion of the Real Property shown on Exhibit L attached hereto and made a part hereof by this reference (the "Paving Encroachment Area"), to locate, maintain and use paved parking area which exists on the date hereof, provided that Grantee shall have the right to remove such paved parking area and relocate the curbing thereon to that location most immediately northerly and easterly of the common boundary lines of the Retained Property and the Parking Encroachment Area.

Grantor hereby grants to Grantee a license to enter upon the Retained Property for the purpose of relocating such curbing as described hereinabove, which license shall terminate upon completion of such relocation. If at any time Grantee shall move the curbing as provided in this Section 3(b)(ii), the easement reserved and license granted pursuant to this paragraph 3(b)(ii) shall terminate and be of no further force or effect;

(iii) the perpetual right at any time and from time to time to make reasonable alterations, modifications and other changes to the Traffic Easement and the Traffic Easement Area, including, without limitation, the right to reasonably relocate all or any portion of the Traffic Easement and

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Traffic Easement Area (provided that such alteration, modification, changes and relocation do not unreasonably impair the ability of vehicular traffic to gain access directly from the Real Property to Cicero Avenue).

4. Grantee, for itself and its successors, successors in interest and assigns, hereby agrees to comply with all those restrictions on and condition to use of the Real Property contained in <sup>and universal on it and its successors</sup> that lease dated January 16, 1979, between Grantor as lessor and Marshalls of Matteson, Illinois, Inc., as lessee of a certain portion of a building located on the Retained Property, which restrictions are contained in Exhibit R attached hereto and made a part hereof. - [Signature]  
[Initials]

5. Grantee, for itself and its successors, successors in interest and assigns, agrees to maintain the Real Property in accordance with the applicable requirements of governmental authorities, and, except for disruption necessitated by any construction on the Real Property, in a clean and neat, condition, so that it will have a sightly appearance. Nothing provided in this paragraph 5 shall be deemed to benefit any party other than Grantor and Grantee.

6. Grantee, for itself and its successors, successors in interest and assigns, agrees that no roadway on the Real Property shall connect directly into the Traffic Easement, provided that Grantee may construct a parking lot(s) on the Real Property which is contiguous with the Traffic Easement. Further, Grantee may make a curb cut in the curb situated along the northerly boundary of the Traffic Easement Area for connection of parking lots on the Real Property to the Traffic Easement.

7. Grantee represents, covenants and agrees that it has obtained, or will obtain before commencement of construction, all governmental and other approvals required in order to construct the Easement Improvements and any other construction to be undertaken by Grantee on the Retained Property pursuant to this Deed.

8. Grantee, for itself and its successors, successors in interest and assigns, represents, covenants and agrees that none of the Real Property nor any portion thereof shall be used for

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any of the purposes, uses or operations set forth in Exhibit M attached hereto and by this reference made a part hereof.

9. Grantee, for itself and its successors, successors in interest and assigns, represents, covenants and agrees that upon the acquisition of title in and to any of the Adjacent Property by it or by any entity related to it or controlled by it, Grantee shall execute or cause to be executed by such owner(s) a document substantially in the form of Exhibit Q attached hereto and made a part hereof by this reference, and otherwise in recordable form. Such document shall be delivered to, and may be recorded by, Grantor. Any owner of the Adjacent Property or any part thereof, and any tenant or occupant thereof, shall be bound by the restrictions contained in Exhibit Q upon their use of the Easement or of any other right or benefit granted to the Adjacent Property pursuant to this Deed.

10. Grantee, for itself and its successors, successors in interest and assigns expressly acknowledges and agrees that, except for initial construction of the Easement Improvements, it has no right to, and that it shall not at any time, without Grantor's prior written consent, alter, change or modify, in any manner or degree, the configuration, location or layout of either one of or both of the Easement and/or Traffic Easement or the Easement Area and/or Traffic Easement Area and/or the improvements now or hereafter made by Grantor within either one of or both of such easements or areas (including but not limited to roadway, medians, curbs, curb cuts, entrances, exists, islands, walkways, signs and landscaping).

11. Grantor agrees from and after the date of this Deed not to construct or permit to be constructed on the Easement Area or the Traffic Easement Area any building or other permanent structure (except for traffic control structures) which would interfere with the flow of pedestrian and vehicular traffic over, upon and through the Easement Area or Traffic Easement Area. Grantor shall maintain the Easement Improvements after their completion in conformity with all the terms and conditions of the Exchange Agreement in a good and orderly condition and shall perform such

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maintenance in a manner so as to not unreasonably interfere with the flow of pedestrian and vehicular traffic over, upon and through the Easement Area, which obligation shall in no event obligate or require the payment of premium time or overtime wages for any such maintenance work. Notwithstanding anything in this paragraph 11, Grantor may not construct any traffic control structures within the Easement Area which would reduce the width or decrease the number of the traffic lanes then within the Easement Area.

12. In addition to any other rights or remedies available to Grantor under the terms of this Deed or any other document, or otherwise at law or in equity, and without waiver or limitation of any such rights or remedies, it is agreed that, unless otherwise specifically provided herein, after thirty (30) days' prior written notice thereof to Grantee (provided, however, that no notice shall be required in the event of an emergency), Grantor may do any and all things and take any and all actions reasonably necessary (including, without limitation, the institution of court proceedings for legal or equitable relief or injunctive relief) to stop, prohibit or remedy any violation or threatened violation of any of the terms, provisions, warranties, obligations, representations, agreements, covenants, conditions or restrictions with respect to the Real Property, the Adjacent Property or with respect to any of the easements or otherwise of Grantee contained in this Deed, and Grantee shall reimburse Grantor any and all costs (including without limitation, attorneys' fees in the event that Grantor initiates and prevails in any court proceedings, it being further agreed that Grantor shall reimburse Grantee for legal fees incurred by Grantee in any court proceedings which are initiated by Grantor and in which Grantee prevails), incurred by Grantor in effecting or attempting to effect such remedy. Nothing contained in this paragraph 12 shall be deemed to give Grantor any right to enter upon the Real Property, the Adjacent Property or any portion(s) thereof to effect any right or remedy granted to Grantor pursuant to this paragraph 12; provided however that Grantor shall not be

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restricted hereby from exercising any right of entry into the Real Property and/or Adjacent Property given to Grantor pursuant to paragraphs 3(a)(i), 3(b)(i) or 3(b)(ii) hereof or in any license granted to Grantor on the date hereof or granted at any time hereafter pursuant to the provisions of paragraph 3(a)(ii) hereof. Any and all sums of money due to Grantor by Grantee pursuant to any provision of this Deed shall bear interest from the date paid by Grantor until the date paid by Grantee to Grantor at the prime rate of interest of Chase Manhattan Bank, N.A. plus three percent (3%).

13. Grantor warrants to Grantee that it has not created or permitted to be created any lien, charge or encumbrance against the Real Property which is not provided in Exhibit D attached hereto, and Grantor covenants that it will warrant and defend said Real Property to the extent of the warranties made herein against lawful claims of all persons claiming from, through or under Grantor.

14. (a) If Grantee (or anyone claiming under or through Grantee) shall exercise any right granted in this Deed to enter upon the Retained Property, Grantee shall repair any and all damage to the Retained Property or to any improvements or landscaping thereon caused by or relating to such entrance, and hereby agrees to indemnify and hold harmless Grantor from and against any and all costs, expenses and liabilities (including without limitation reasonable attorneys' fees) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to any natural person, or as a result of any accident, loss or damage whatsoever caused to the tangible property of any person or other entity.

(b) If Grantor (or anyone claiming under or through Grantor) shall exercise any right granted in this Deed to enter upon the Real Property, Grantor shall repair any and all damage to the Real Property or to any improvements or landscaping thereon caused by or relating to such entrance, and hereby agrees to indemnify and hold harmless Grantor from and against any and

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all costs, expenses and liabilities (including without limitation reasonable attorneys' fees) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to any natural person, or as a result of any accident, loss or damage whatsoever caused to the tangible property of any person or other entity.

15. All notices, demands and other communication required to be given hereunder shall be in writing and shall be deemed to be made or given when personally delivered or three (3) business days after being mailed by registered or certified mail, postage prepaid, return receipt requested, or one (1) business day after being mailed by Federal Express, Airborn Express or any other one-day express delivery service, postage prepaid:

(i) if to Grantor, to:

The May Department Stores Company  
611 Olive Street  
St. Louis, MO 63101  
Attention: Executive Vice-President - Real Estate

or to any other address and/or addressee designated by notice to Grantee at least thirty (30) days before notice hereunder is given to Grantor;

(ii) if to Grantee, to:

Mid-Continent Builders, Inc.  
600 Holiday Plaza Drive  
Suite 300  
Matteson, Illinois 60443;

(iii) if to any occupant of the Real Property, to its mailing address at the Real Property;

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- (iv) if to any owner of record, to the address shown on the assessor's records;
- (v) and if to any other entity entitled to receive notice hereunder, to the name and address given by the applicable party.

16. Each of the easements, agreements, covenants, conditions, restrictions and burdens set forth in this Deed with respect to the Real Property shall run with the land, bind the successors, successors in interest, assigns, lessees and transferees of Grantee and, unless otherwise provided, are perpetual and are intended to be and shall be construed as burdens on the Real Property for the benefit of the Retained Property, and, if so provided herein, the Michaels Property and the Bob Evans Property and shall inure to the benefit of and be enforceable by Grantor, the owner(s) of the Michaels Property and Bob Evans Property, as applicable, their successors, successors in interest, and assigns.

17. All easements granted herein are easements appurtenant and not easements in gross. Each of the easements, agreements, covenants, conditions, restrictions and burdens set forth in this Deed with respect to the Retained Property shall run with the land, bind the successors, successors in interest, assigns, lessees and transferees of Grantor and, unless otherwise provided, are perpetual and are intended to be and shall be construed as burdens on the Retained Property for the benefit of the Real Property (and, as to any Easement which also benefits the Adjacent Property, for the benefit of the Adjacent Property also), and shall inure to the benefit of and be enforceable by Grantee, its successors, successors in interest and assigns in and to ownership of the Real Property and Retained Property, as appropriate.

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

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Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be obliged to see to the application

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of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries hereunder, (c) that said Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

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And the said Grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

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Property of Cook County Clerk's Office

03/17/2023

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the Grantor aforesaid has hereunto set its hand and seal this 27<sup>th</sup> day of February 1987.

THE MAY DEPARTMENT STORES COMPANY,  
a New York corporation

ATTEST:

Carol Fieldi Lasano  
Assistant Secretary

By Philip J. Hunt  
Its Attorney-in-Fact

974

ACCEPTED BY GRANTEE:

(Seal)

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF THE FIRST NATIONAL BANK OF BLUE ISLAND, ATTACHED HERETO OR STAMPED HEREON IS HEREBY EXPRESSLY MADE A PART HEREOF.

THE FIRST NATIONAL BANK OF BLUE ISLAND, not individually, but solely as Trustee under Trust Agreement dated February 12, 1987, and known as Trust Number 87022

ATTEST:

Michael Boudas  
Asst. Secretary

By William H. Morrison  
Its VICE PRESIDENT & TRUST OFFICER

14887

This Rider is made a part of the document to which it is attached.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the FIRST NATIONAL BANK OF BLUE ISLAND, ILLINOIS, individually, or as Trustee, or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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Property of Cook County Clerk's Office

7/10/2014

7/10/2014

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STATE OF MISSOURI )

1987 MAR -3 PM 1:00

01114207

CITY OF ST. LOUIS )

) SS.

On this 27<sup>th</sup> day of February, 1987, before me appeared Philip J. M. [unclear] to me personally known, who, being by me duly sworn, did say that he is an Attorney-in-Fact Vice President of The May Department Stores Company, a corporation of the State of New York, and that the seal affixed to the foregoing instruments is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said Philip J. M. [unclear] acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid on the day and year first above written.

My commission expires: \_\_\_\_\_

Richard L. Treichel  
Notary Public

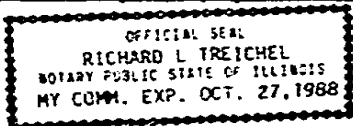
STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

I, the undersigned a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the above named WILLIAM H. THOMSON Vice President of the FIRST NATIONAL BANK OF BLUE ISLAND, and MICHAEL SCUDDER Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and ASSISTANT Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT Secretary did also then and there acknowledge that he/she as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/ her own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 27 day of FEBRUARY, 1987.



[Signature]

Prepared By:

Carol Fielding Fasano, Esq.  
The May Department Stores Company  
611 Olive Street  
St. Louis, Missouri 63101

Return to:

Robert Field, Esq.  
SEFARTH, SHAW,  
FAIRWEATHER &  
GERALDSON  
55 EAST MONROE ST.  
Chicago, Ill. 60603

OK 383-HV



## EXHIBIT A

### Description of Real Property

#### Parcel I:

That part of Lot 1 in Venture's subdivision of part of the South 1/2 of the North East 1/4 of Section 21, Township 35 North, Range 13, East of the Third Principal Meridian, According to the Plat thereof recorded as Document 23968407, described as follows:

Beginning at the North East corner of said Lot 1; thence South 89 degrees 56 minutes 59 seconds West on the North line of said Lot 1 a distance of 524.66 feet (525 feet record) to a North West corner of said Lot 1; thence South 45 degrees 40 minutes 38 seconds West on the Northwesterly line of said Lot 1 a distance of 314.16 feet to the West line of the East 820.00 feet of said North East 1/4; thence North 85 degrees 29 minutes 23 seconds East 351.05 feet; thence South 44 degrees 20 minutes 24 seconds East 256.21 feet; thence North 89 degrees 50 minutes 48 seconds East 221.39 feet to the East line of said Lot 1; thence North 00 degrees 08 minutes 10 seconds East on said East line, 375.00 feet to the point of beginning, in Cook County, Illinois;

#### Parcel II:

That part of Lot 1 in Venture's subdivision of part of the South 1/2 of the North East 1/4 of Section 21, Township 35 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded as Document 23968407, described as follows:

Commencing at the South West corner of said Lot 1; thence on an assumed bearing of North 00 degrees 00 minutes 00 seconds West on the West line of said Lot 1 a distance of 243.69 feet to a North West corner of said Lot 1; thence North 45 degrees 40 minutes 38 seconds East on the Northwesterly line of said Lot 1 a distance of 452.67 feet to the point of beginning; thence continuing North 45 degrees 40 minutes 38 seconds East on said Northwesterly line, 626.19 feet; thence North 85 degrees 29 minutes 23 seconds East 351.05 feet; thence South 45 degrees 40 minutes 40 seconds West parallel with said Northwesterly line, 895.85 feet to a point on a line which extends perpendicular to said Northwesterly line from said point of beginning; thence North 44 degrees 19 minutes 20 seconds West on said perpendicular line, 224.77 feet to the point of beginning, in Cook County, Illinois;

#### Parcel III:

That part of Lot 1 in Venture's subdivision of part of the South 1/2 of the North East 1/4 of Section 21, Township 35 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded as Document 23968407, described as follows:

Beginning at the South West corner of said Lot 1; thence on an assumed bearing of North 00 degrees 00 minutes 00 seconds West on the West line of said Lot 1 a distance of 243.69 feet to a North West corner of said Lot 1; thence North 45 degrees 40 minutes 38 seconds East on the Northwesterly line of said Lot 1 a distance of 452.67 feet; thence South 44 degrees 19 minutes 20 seconds East, perpendicular to said Northwesterly line, 525.20 feet to the easterly extension of the North line of Lot 2 in said Venture's subdivision; thence continuing South 44 degrees 19 minutes 20 seconds East, 10.10 feet along said perpendicular line; thence; South 45 degrees 40 minutes 40 seconds West, 104.71 feet, parallel with the Northwesterly line of said Lot 1 to the East line of said Lot 2; thence North 00 degrees 00 minutes 00 seconds West, 81.04 feet along the East line of said Lot 2 to the North East corner of said Lot 2; thence North 89 degrees 30 minutes 19 seconds West on said North line of said Lot 2 a distance of 225 feet to the North West corner of said Lot 2; thence South 00 degrees 00 minutes 00 seconds East on the West line of said Lot 2 a distance of 224.84 feet (225.00 feet record) to the South West corner of said Lot 2; thence North 89 degrees 30 minutes 19 seconds West on the South line of said Lot 1 193.95 feet; thence North 80 degrees 04 minutes 51

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seconds West on South line of said lot 1,179.67 feet to a point of curvature on said South line; thence Northwesterly on said South line, being a curve concave to the North East having a radius of 763.94 feet and a chord bearing and distance of North 79 degrees 04 minutes 13 seconds West, 26.94 feet (27.67 feet record) to the point of beginning, in Cook County, Illinois.

31-21-202-012

31-21-202-015

31-21-202-016

31-21-202-017

31-21-202-018

ADDRESS! VACANT LAND AT Northeast  
QUADRANT at Lincoln Highway &  
Cicero, MATTESON, Illinois

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Property of Cook County Clerk's Office

04/11/2011 10:00 AM

EXHIBIT "B"

Description of Easement Area

THAT PART OF LOT 1 IN VENTURE'S SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 23968407, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 IN SAID VENTURE'S SUBDIVISION; THENCE SOUTH 89 DEGREES 30 MINUTES 19 SECONDS EAST 171.93 FEET ALONG THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 90 DEGREES EAST 31.50 FEET ALONG SAID SOUTH LINE, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 144 FEET, PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE SOUTH 90 DEGREES WEST 122.72 FEET; THENCE NORTH 44 DEGREES 19 MINUTES 22 SECONDS WEST 56.72 FEET, PERPENDICULAR TO THE NORTHWESTERLY LINE OF SAID LOT 1, TO A LINE THAT IS 535.30 FEET PERPENDICULARLY DISTANT FROM THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE NORTH 45 DEGREES 40 MINUTES 30 SECONDS EAST 48.11 FEET, PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE SOUTH 44 DEGREES 19 MINUTES 22 SECONDS EAST 39.40 FEET; THENCE NORTH 90 DEGREES EAST 200.40 FEET TO A LINE THAT IS 303.43 FEET PERPENDICULARLY DISTANT EAST FROM AND PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES WEST 190 FEET ALONG SAID PARALLEL LINE TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 90 DEGREES WEST 100 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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7/1/2009

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## EXHIBIT C

### Description of Traffic Easement Area

That part of Lot 1 in Venture's Subdivision of part of the South half of the Northeast quarter of Section 21, Township 35 North, Range 13 East of the third principal meridian, according to the plat thereof recorded as Document No. 23968407, described as beginning at a point on the East line of said Lot 1 that is 375 feet South of the Northeast corner of said Lot 1; thence continuing South 70 feet along the East line of said Lot 1; thence West, 221.39 feet, perpendicular to the previously described course; thence North, 70 feet, perpendicular to the previously described course; thence East, 221.39 feet, perpendicular to the previously described course to the point of beginning, all in Cook County, Illinois.

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01/11/2001  
10:00 AM

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## EXHIBIT D

1. General real estate taxes which are current and not delinquent.
2. Proceedings in the County Court of Cook County, Illinois, Case No. 56 CO 1577 regarding Drainage District 2 of the Town of Rich.
3. Order establishing freeway and route location decision, both recorded August 7, 1962 as Document 18555800 and 18555799 respectively with the Cook County Recorder.
4. Grant of Easement dated February 9, 1976 and recorded March 4, 1976 as Document 23406655 with the Cook County Recorder made by The May Department Store Company, a corp of New York to the Commonwealth Edison Company.
5. Easements and any other rights or matters contained in Special Warranty Deed dated January 24, 1977 from The May Department Stores Company to Sambo's of Illinois, Inc., which Deed was recorded on June 14, 1977 with the Cook County Recorder as Document No. 23968408.
6. Easements and other matters shown on Plat of Venture's Subdivision recorded on June 14, 1977 with the Cook County Recorder as Document No. 23968407, and any matters shown on Plat of Bob Evans Subdivision recorded in the Cook County, Illinois Records as Document No. 25152795.
7. Easements and any other right or matters contained in Special Warranty Deed dated as of August 24, 1979 from The May Department Stores Company to Bob Evans Farm Foods, Inc., which Deed was recorded on September 19, 1979 with the Cook County Recorder of Deeds as Document No. 25152796.
8. Unrecorded easement in favor of an undisclosed party for the purposes of maintaining storm water facilities as disclosed by survey prepared by Joseph A. Schudt and Associates and dated January 4, 1979; and also any matter shown on a plat of survey certified by George C. Ranney on June 4, 1979.
9. Any and all rights of any nature (including the right to the use, operation, maintenance and replacement and reconstruction thereof) of any governmental or quasi-governmental agency or any utility company or any other individual or entity (including, without limitation, Grantor) in respect of any utility systems, lines and/or facilities of any nature which may be situated in, over, under, upon or through all or any portion of the Real Property and/or Easement Area.
10. Grant of Easement dated February 9, 1976 and recorded March 4, 1976 with the Cook County Recorder as Document 23406655 made by The May Department Store Company, a Corporation of New York to the Commonwealth Edison Company for an easement for public utility purposes and to install and maintain electrical facilities over, under and upon the land as described within the document.
11. Easement in, upon, under, over and along part of the land to install and maintain all equipment for the purpose of serving the land with electric service, together with right of access as created by grant to the Commonwealth Edison Company recorded November 16, 1977 with the Cook County Recorder as Document 24197545.
12. Terms, conditions and restrictions set forth in this Special Warranty Deed.

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10/12/2011

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## EXHIBIT E

### Description of Adjacent Property

#### Parcel I

The south 950.24 feet of the East 1150.00 feet (except the East 70.00 feet thereof) of the South East 1/4 of the South East 1/4 of Section 16, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

#### Parcel II

The East 1150.00 feet (except the South 516.50 feet thereof and except the East 70.00 feet thereof) of the North East 1/4 of the North East 1/4 of Section 21, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel III

The South 1/2 of the South East 1/4 of Section 16, lying East of the East right of way line of the South Expressway (F.A.1.57) excepting therefrom the East 1150 feet of the South 950.24 feet all in Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

#### Also

That part of the North East 1/4 of Section 21, lying Easterly and Northerly of the Easterly right of way line of the South Expressway (F.A.1.57) and Westerly of the following described lines: commencing on the North line of said North East 1/4 1150 feet West of the North East corner; thence South 813.89 feet along a line 1150 feet West of and parallel to the East line of said North East 1/4; thence East 1080 feet on a line 516.5 feet North of and parallel to the North line of the South 1/2 of said North East 1/4; thence South 516.5 feet on a line 70 feet West of and parallel to the East line of said North East 1/4 to said last North line; thence South 89 degrees 56 minutes 59 seconds West 525 feet on said last North line; thence South 45 degrees

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5/11/14

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40 minutes 38 seconds West 1391.38 feet; thence South 243.69 feet to the Northerly right of way line of the South Expressway (F.A.1.57) all in Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

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## EXHIBIT F

### Description of Retained Property

That part of the South half of the Northeast quarter of Section 21, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois and described as follows:

Beginning on the North line of the South half of said Northeast quarter 70 Feet West of the East line of said Northeast quarter, thence South 00 degree 08 minutes 10 seconds East 926.28 Feet along the West line of Cicero Avenue; thence South 2 degrees 31 minutes 32 seconds West 288.04 Feet; thence South 44 degrees 54 minutes 26 seconds West 51.68 Feet; thence South 87 degrees 15 minutes 51 seconds West 175.39 Feet; thence South 90 degrees West 504.67 Feet; thence North 89 degrees 30 minutes 19 seconds West 590.88 Feet; thence North 80 degrees 04 minutes 51 seconds West 179.67 Feet to a point of curve; thence Northwesterly on a curve, convex to the Southwest having a radius of 763.94 Feet and an arc distance of 27.67 Feet all along the North right of way of Lincoln Highway; thence North 243.69 Feet; thence North 45 degrees 40 minutes 38 seconds East 1393.38 Feet to the North line of said South half of the Northeast quarter, thence North 89 degrees 56 minutes 59 seconds East 525 Feet to the place of beginning containing 32.637 Acres more or less, in Cook County, Illinois.

Except for (1) the Real Property; (2) the Michaelis Property described in Exhibit G herein and (3) the Bob Evans Property described in Exhibit H herein.

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## EXHIBIT G

### Description of Michaels Property

That part of the South 1/2 of the North East 1/4 of Section 21, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning on the North line of South 1/2 of said North East 1/4 70 feet West of the East line of said North East 1/4; thence South 00 degrees 08 minutes 10 seconds East 926.28 feet along the West line of Cicero Avenue; thence South 02 degrees 31 minutes 32 seconds West 288.04 feet; thence South 44 degrees 54 minutes 26 seconds West 51.68 feet; thence South 87 degrees 15 minutes 57 seconds West 175.39 feet; thence South 90 degrees West 504.67 feet; thence North 89 degrees 30 minutes 19 seconds West 171.93 feet to the place of beginning, continuing North 89 degrees 30 minutes 19 seconds West 225 feet along the North right of way line of Lincoln Highway; thence due North 225 feet; thence South 89 degrees 30 minutes 19 seconds East, 225 feet; thence due South 225 feet to the place of beginning, containing 50,625 square feet, more or less.

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## EXHIBIT H

### Description of Bob Evans Property

Lot 1-A (excepting therefrom the West 186.34 feet of the said Lot 1-A) of Bob Evans Subdivision (as recorded 9-19-79 as Document 25152795 in the Cook County, Illinois Records), said Bob Evans Subdivision being a resubdivision of part of Lot 1 of Venture's Subdivision in the south half of the northeast quarter of Section 21, Township 35 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, a plat of said Venture's Subdivision having been recorded on June 14, 1977 as Document 23968407 in the Cook County, Illinois Records.

and

The West 186.34 feet of Lot 1-A of Bob Evans Subdivision (as recorded 9-19-79 as Document No 25152795 in the Cook County, Illinois Records), said Bob Evans Subdivision being a resubdivision of part of Lot 1 of Venture's Subdivision in the south half of the northeast quarter of Section 21, Township 35 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, a plat of said Venture's Subdivision having been recorded on June 14, 1977 as Document No. 23968407 in the Cook County, Illinois Records.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Proposed Outlet

1.0 Acre

44,000 SQ. FT.

New Signalized Intersection

185'

Holiday Inn Monument

Yield Sign

Relocated Loehmann's Plaza  
& Toys 'R' Us Combined  
Single Pylon Sign - 20' High

Acceleration Lane -

716'-0"

Left Turn Lane

Left Turn Lane

Lincoln

Existing Easement

Proposed Easement

Relocated  
Venture Sign

Stop Sign

24'

36'

5'x12' Sign Face  
5'x7' Sign Face  
Monument Sign  
(Height To Exceed 6'  
Measured From Finish  
Grade At Base Of Sign)

150'

Detention Pond

Stop Sign

Stop Sign

811/1887

EXHIBIT J

Property of Cook County, Illinois  
Seal of Cook County, Illinois  
Office

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Property of Cook County Clerk's Office

70011178



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Property of Cook County Clerk's Office



10/10/2018 10:10:10 AM

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PARKING  
ENCROACHMENT  
AREA

pipe (by others)

N LINE, LOT,  
VENTURE'S SUB.

POB Parcel I  
M.H.

PARCEL I  
4.155 ACRES  
MORE OR LESS

CURB IS 23.5 SE;  
57' NE OF COR  
CATCHBASIN 28' SE + 38' NE of cor  
BASEMENT to Commonwealth Edison Co  
PER DOC NO 24197645

SEE NOTE B

SEE DETAIL "B"  
FOR CE CC

PROPOSED  
PARCEL II - INGRES.  
EGRESS EASEMENT

N85°29'23"E  
351.05'

375.00'  
N00°05'12"W  
500'08'12" REC.

AVENUE

POB, PARCEL

SUBDIVISION  
23968407

PER EXHIBIT B  
DOC. NO. 516276

East line NE 1/4 Sec. 2-35-13

CICERO

8711A887

EXHIBIT K

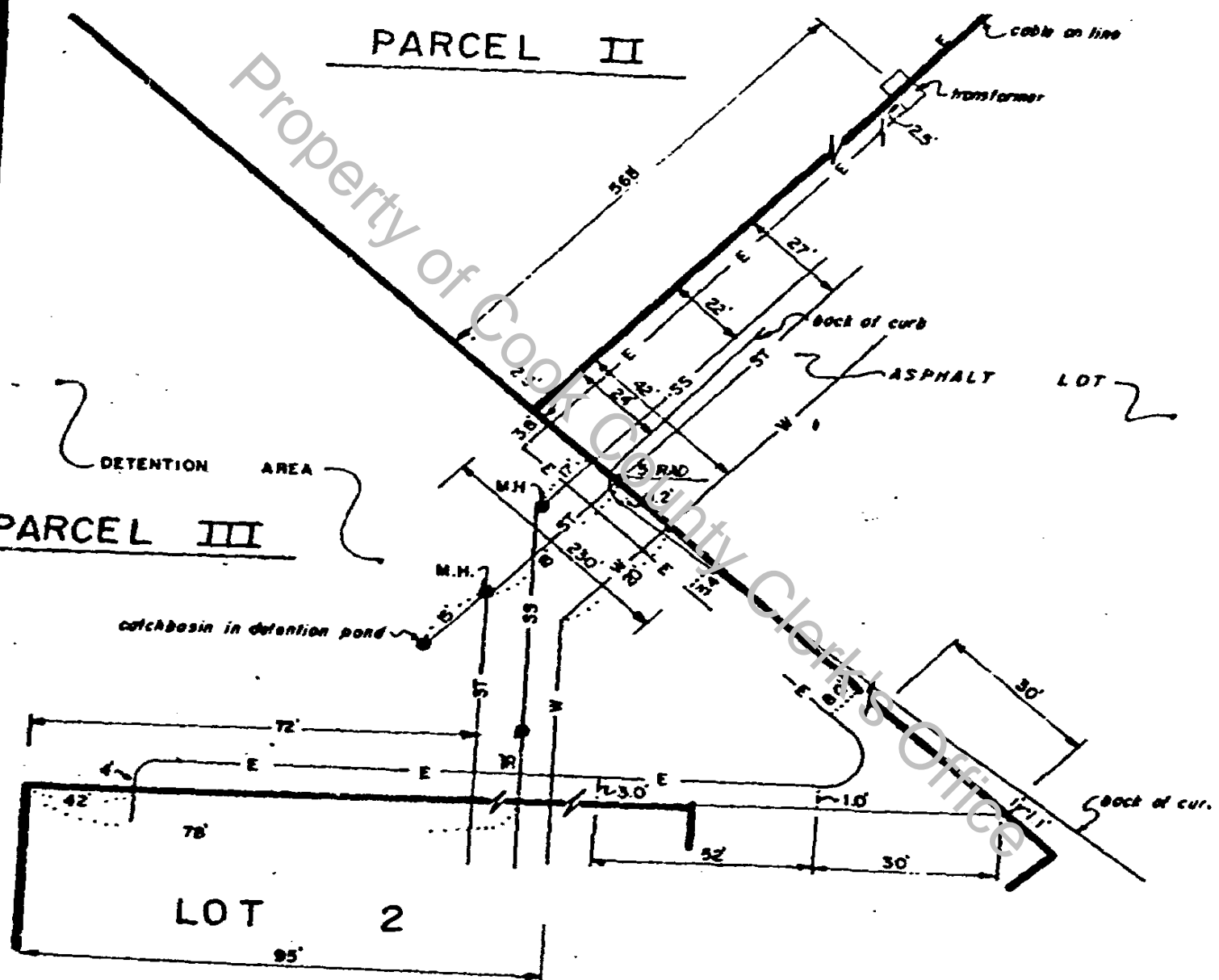
PROPOSED  
PARCEL II - INGRES. EGRESS

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Property of Cook County Clerk's Office

03/11/2010

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DETAIL "A"  
no scale

EXHIBIT L

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Property of Cook County Clerk's Office

2011/11/10  
11:11:11



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## EXHIBIT M

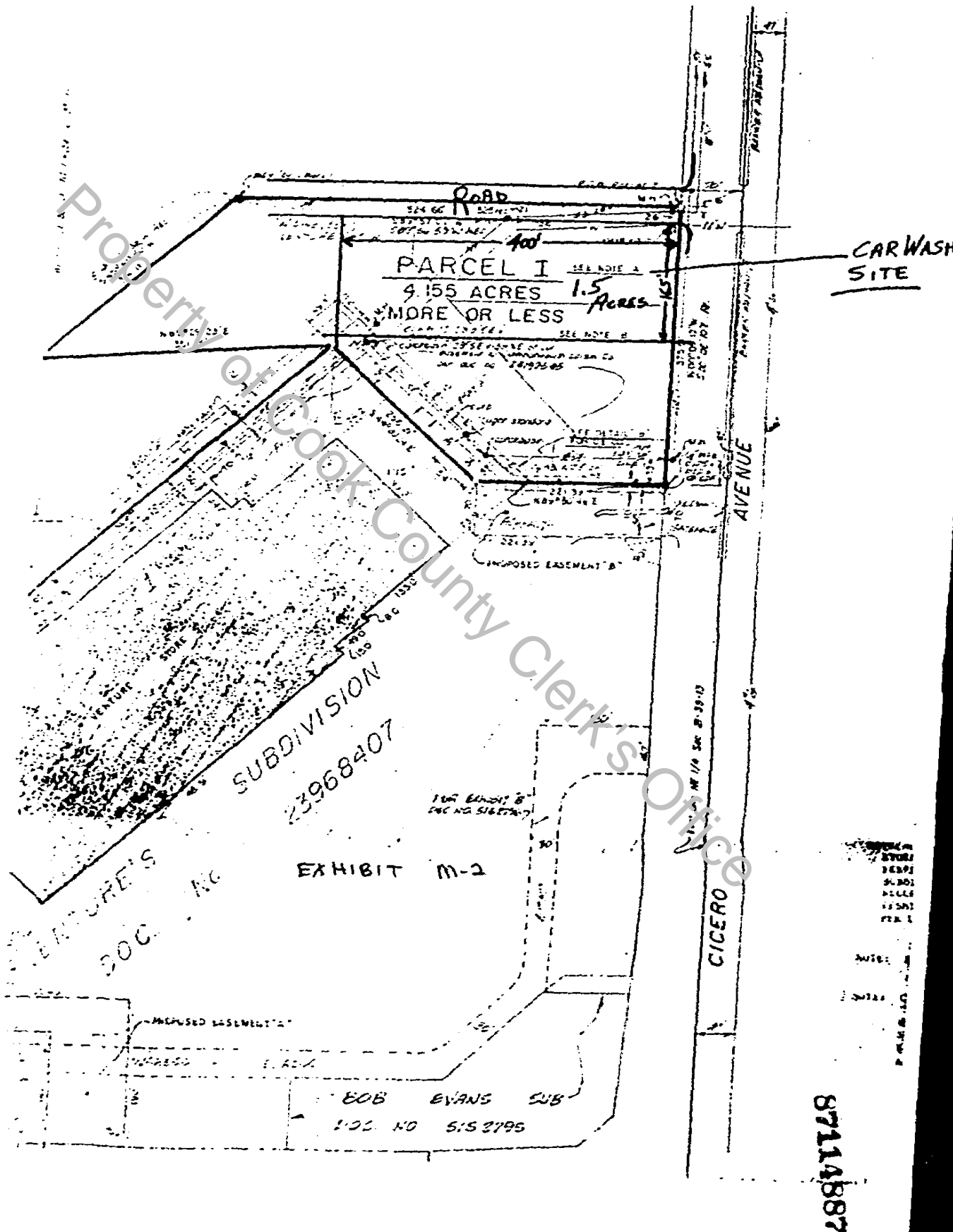
### Restrictions on Use

The Real Property nor any portion thereof shall be used for any of the following purposes, uses or operations, or for any use or operation which produces or is accompanied by the following characteristics.

- (i) Any noise, sound, litter, odor or other activity which may constitute a public or private nuisance;
- (ii) Any storing, production or firing of explosives or storage or production of other dangerous or hazardous material which may damage, affect by noise or otherwise intrude on or interfere with the Retained Property and/or any use thereon.
- (iii) Any heavy manufacturing, distilling, refining, smelting, industrial, drilling or mining operation;
- (iv) Any trailer court, mobile home park, lot or facility or building for the sale or repair of new or used motor vehicles, labor camp, junk yard, stock yard or animal raising other than pet shops or veterinarians);
- (v) Any dumping, disposal, incineration or reduction of garbage or refuse other than handling or reducing such waste if produced on the Real Property from an authorized use(s) and if handled in a clean and sanitary manner.
- (vi) Any mortuary, cemetery or similar establishment;
- (vii) Any car washing establishment; except that within that area of the Real Property shown as "Car Wash Site" on Exhibit M-2 attached hereto there may be located a "California" type full-service car wash, constructed of brick, totally enclosed, containing no self-service facilities, with a landscaped exterior.

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TITLE SURVEY

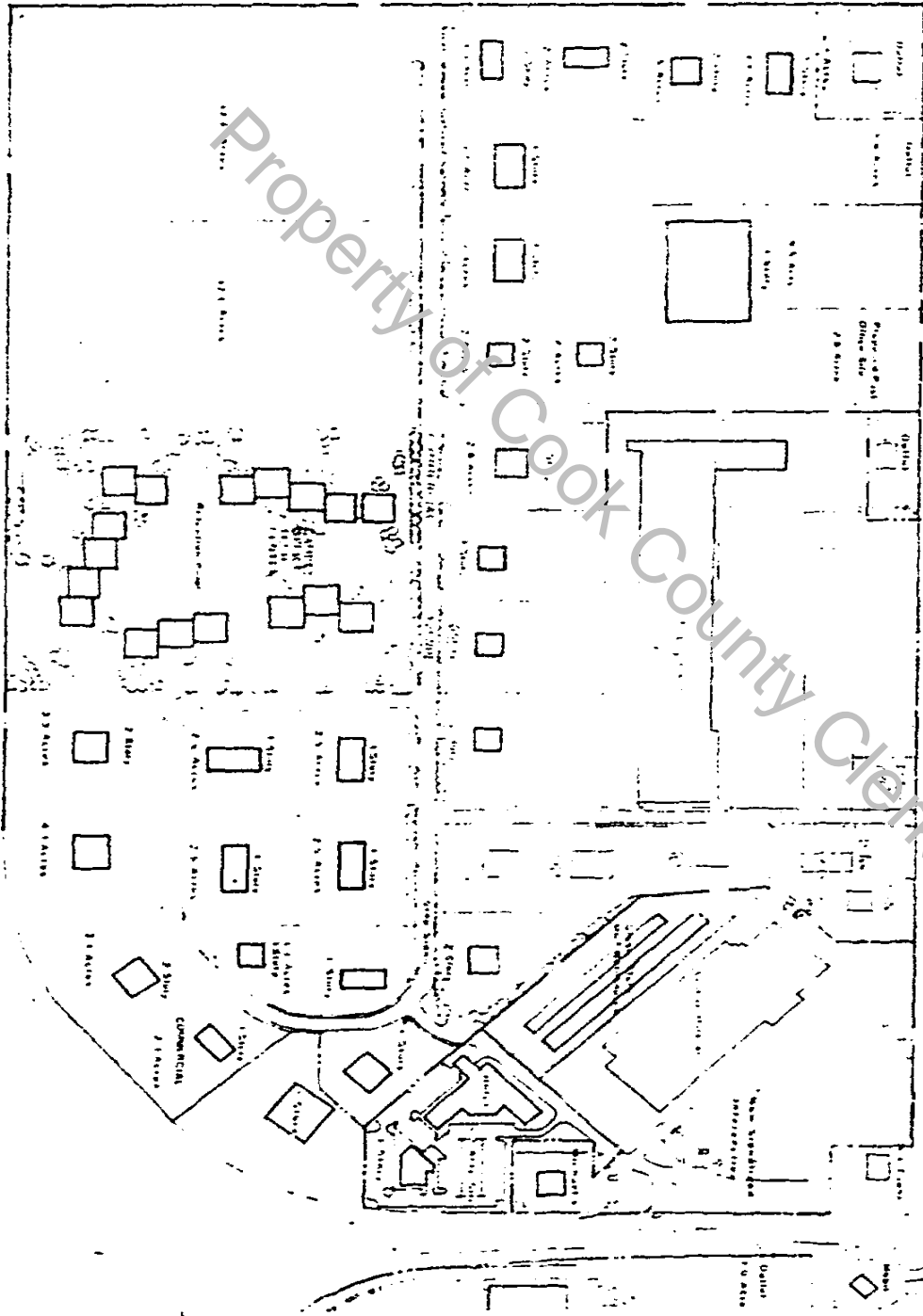


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Property of Cook County Clerk's Office

58412462

EXHIBIT A



SOUTH EXPRESSWAY FA157

CICERO AVENUE

US ROUTE 30

EXHIBIT B

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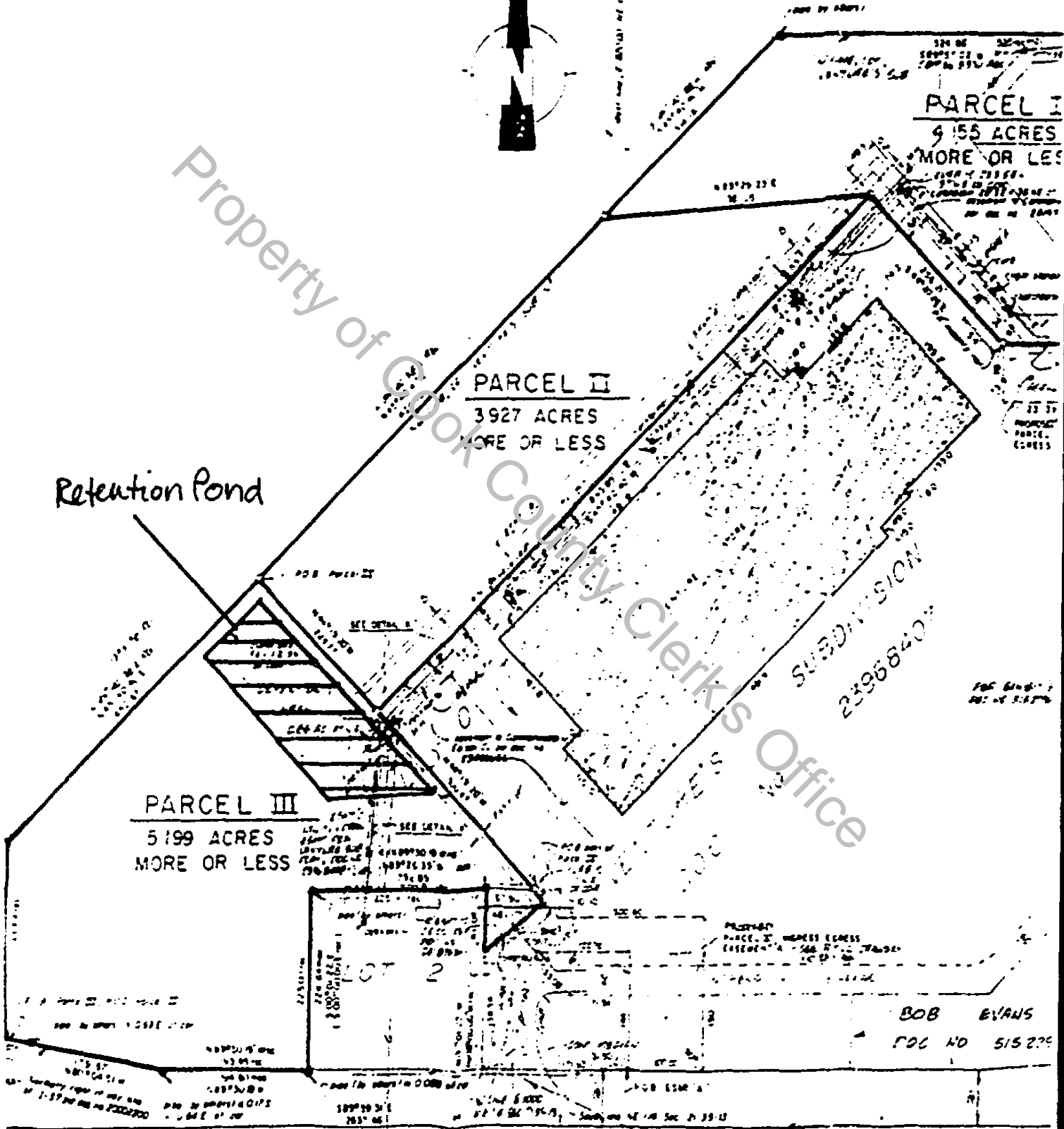
Property of Cook County Clerk's Office

10/10/10

10/10/10

# UNOFFICIAL LAND TITLE SURVEY

Exhibit 0-1



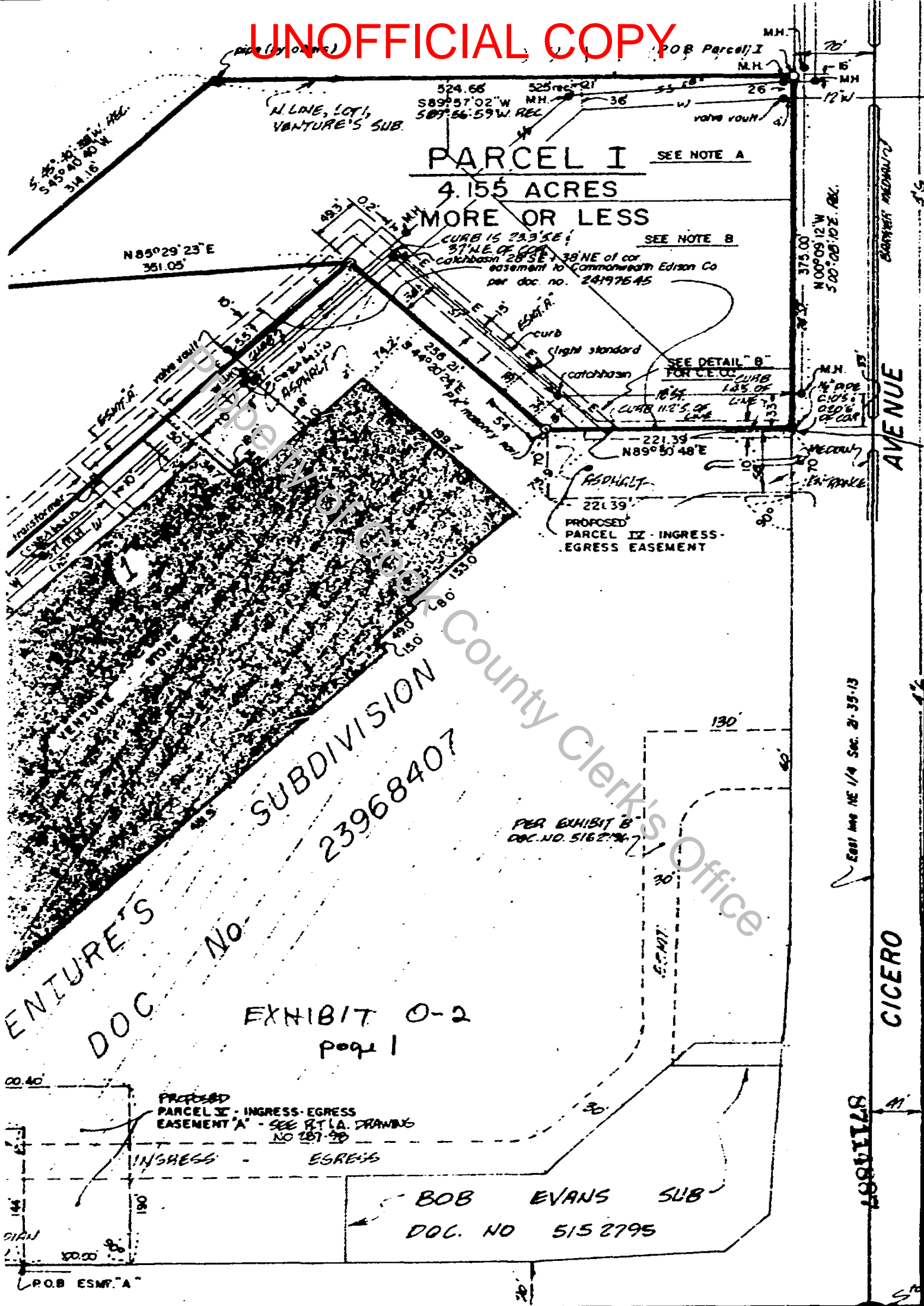
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PARCEL I

4.155 ACRES

MORE OR LESS

SEE NOTE A

SEE NOTE B

SEE DETAIL B FOR C.E.C.

PROPOSED PARCEL II - INGRESS-EGRESS EASEMENT

ENTURE'S SUBDIVISION  
DOC No. 23968407

EXHIBIT O-2  
page 1

PROPOSED PARCEL II - INGRESS-EGRESS EASEMENT 'A' - SEE P.T.I.A. DRAWING NO 287-90

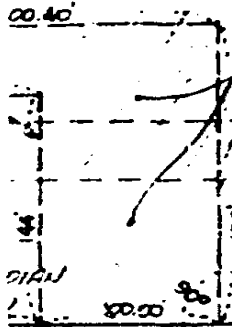
BOB EVANS SUB  
DOC. NO 515 2795

CICERO AVENUE

CICERO

180TH STREET

EBL 1/4 NE 1/4 SEC. 2-35-13



P.O.B. ESMY 'A'



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EXHIBIT P

## LICENSE

WHEREAS, the First National Bank of Blue Island, not individually, but solely as Trustee under Trust Agreement dated February 12, 1987 and known as Trust 87022, hereinafter, ("Grantor"); holds legal title to that certain "Real Property" legally described in Exhibit A, attached hereto and made part hereof;

WHEREAS, said Real Property contains that certain "Retention Pond" shown on Exhibit B, attached hereto and made part hereof;

WHEREAS, The May Department Stores Company, a New York corporation, ("Grantee") holds legal title to that certain "Retained Property" described on Exhibit C, attached hereto and made part hereof, which is adjacent to the aforesaid Real Property;

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee, its engineers, employees, contractors and agents, a license, coupled with an interest, effective as of the date hereof to enter the Real Property for the purpose of permitting Grantee to maintain the Retention Pond at Grantor's expense on the following terms and conditions:

1. Grantee's right shall arise only if Grantor shall fail to so maintain the Retention Pond after at least thirty

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(30) days notice from Grantor (or such shorter period as is reasonable in the case of an emergency or, if the required maintenance shall necessitate, such longer period as may be needed provided such maintenance is commenced within such thirty (30) day period and prosecuted to completion with due diligence).

2. Grantor shall reimburse Grantee, immediately upon receipt of an invoice therefore, for the sum of all costs and expenses incurred by Grantee in so maintaining the Retention Pond, plus interest from the date such sums were paid by Grantee until the date reimbursed by Grantor at the rate of three percent (3%) above the prime interest rate announced from time to time by the Chase Manhattan Bank, N.A..

3. In the event Grantor moves the retention pond to a different location pursuant to its rights under that certain February 27, 1987 "Exchange Agreement" between Mid-Continent Builders, Inc. and Grantee this license shall terminate provided that Grantor first provides Grantee a new license substantially in the form of this license (but containing such modifications as may be appropriate to address the new location of the Retention Pond as required pursuant to the aforesaid Exchange Agreement).

4. To the extent permitted by law, Grantee covenants and agrees to indemnify, defend and hold harmless Grantor, its parent, subsidiaries, affiliates, officers, directors, employees, agents and assigns from any all all claims, damages, costs and liabilities, including defense of lawsuits with counsel reasonably acceptable to Grantor, which arise directly or indirectly

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from the acts or omissions of Grantee, its agents, invitees, successors, contractors and assigns in connection with the use of the license. Grantee's obligations pursuant to this Section 4 shall survive the expiration or termination of this license.

5. Grantee covenants and agrees that it will not permit or suffer any lien to be placed or be placed against the Retention Pond or any portion thereof or the "Real Property" owned by Grantor as a result of or related to the Grantee's use of the license hereby granted, and in the event such lien arises or is placed against the Retention Pond or the Real Property, or any portion thereof, Grantee shall, at its sole expense, cause such lien to be released immediately upon demand by Grantor and shall defend (with counsel reasonably acceptable to Grantor), indemnify and hold Grantor and the Retention Pond and Real Property harmless from and against the same. Grantee's obligations pursuant to this Section 5 shall survive the expiration or termination of this license.

6. If, at any time, Grantor shall deliver to Grantee a certificate, reasonably acceptable to Grantee, of a licensed Illinois civil engineer certifying that the Retention Pond does not drain any of the Retained Property, this license and other rights granted to Grantee (except for the rights of reimbursement, if any, which may have arisen before such termination) shall terminate and be of no further force or effect and Grantee, at Grantor's request, shall execute any documents provided Grantor and reasonably acceptable to Grantee, if at no expense to Grantee, evidencing such termination.

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7. All notices, demands and other communications required or permitted to be given in writing and shall be deemed to be made or given when personally delivered or three (3) business days after being mailed by registered or certified United States Mail, postage prepaid, return receipt requested, or one (1) business day after being mailed by Federal Express or Airborne Express, postage prepaid, to the parties at the following respective addresses:

(a) If to Grantor:

Mid-Continent Builders, Inc.  
600 Holiday Plaza Drive  
Suite 300  
Matteson, Illinois 60443

with a copy to:

Richard Treichel, Esq.  
600 Holiday Plaza Drive  
Suite 330  
Matteson, Illinois 60443

and a copy to:

Seyfarth, Shaw, Fairweather & Geraldson  
55 East Monroe Street  
Chicago, Illinois 60603  
Attention: Robert E. Field, Esq.

(b) If to Grantee:

The May Department Stores Company  
611 Olive Street  
St. Louis, Missouri 63101  
Attention: Executive Vice-President - Real Estate

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with a copy to:

Office of Legal Counsel  
The May Department Stores Company  
Suite 1750  
611 Olive Street  
St. Louis, Missouri 63125

Either party or its successions in title may from time to time by means of at least five (5) days prior written notice given to the other as aforesaid change the address to which future notices shall be sent.

8. This license may be executed in one or more counterparts, each of which, once they are executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute but one and the same agreement.

Dated this \_\_\_th day of \_\_\_\_\_, 1987

GRANTOR:

FIRST NATIONAL BANK OF BLUE ISLAND, not individually, but solely as Trustee under Trust Agreement dated February 12, 1987 and known as Trust No. 87022

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_

Title: \_\_\_\_\_

Accepted this \_\_\_th day of \_\_\_\_\_, 1987

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**GRANTEE:**

**THE MAY DEPARTMENT STORES COMPANY**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_

**Title:** \_\_\_\_\_

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## Exhibits

Exhibit A - Real Property

Exhibit B - Retention Pond

Exhibit C - Retained Property

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## EXHIBIT "Q"

### DECLARATION OF USE RESTRICTIONS

This Declaration of Use Restrictions is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_ a \_\_\_\_\_

whose address is \_\_\_\_\_ ("Declarant") and The May Department Stores Company, a New York corporation, whose address is 611 Olive Street, St. Louis, Missouri, 63101 ("May"):

#### WITNESSETH:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Declarant being the owner of the real property located in Cook County, Illinois, described on Exhibit A attached hereto and made a part hereof by this reference (the "Real Property"), does hereby grant, covenant and agree for the benefit of May, as the owner of that certain property located in Cook County and described in Exhibit B attached hereto and made a part hereof by this reference (the "May Property"), its successors and assigns that, from and after the date first above written, none of the Real Property shall be used at any time for any of those uses described on Exhibit C attached hereto and made a part hereof by this reference.

This Declaration shall run with the Real Property, bind the successors, successors in interest, assigns, lessees and transferees of Declarant, and is perpetual and intended to be and shall be construed as a burden on the Real Property for the benefit of May and the May Property as described on Exhibit B, and shall inure to the benefit of and be enforceable by May and the owner(s) of the May Property, as applicable, their successors, successors in interest and assigns.

Declarant:

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

ATTEST

\_\_\_\_\_

[insert and execute appropriate acknowledgement clause]

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EXHIBIT "C"

PROHIBITION ON USES OF ADJACENT PROPERTY

None of the Adjacent Property shall be used for any of the following purposes, uses or operations, or for any use or operation which produces or is accompanied by the following characteristics.

- (i) Any noise, sound, litter, odor or other activity which may constitute a public or private nuisance;
- (ii) Any storing, production or firing of explosives or storage or production of other dangerous or hazardous material which may damage, affect by noise or otherwise intrude on or interfere with the Retained Property and/or any use thereon.
- (iii) Any heavy manufacturing, distilling, refining, smelting, industrial, drilling or mining operation;
- (iv) Any trailer court, mobile home park, labor camp, junk yard, stock yard or animal raising other than pet shops or veterinarians;
- (v) Any dumping, disposal, incineration or reduction of garbage or refuse other than handling or reducing such waste if produced on the Real Property from an authorized use(s) and if handled in a clean and sanitary manner;
- (vi) Any mortuary, cemetery or similar establishment;

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F. If such curb cuts can be secured from the applicable governmental authorities, then if the area shown as Lot 2 on Exhibit B-2 is developed with new buildings, Landlord agrees to install the northerly curb cuts shown on Exhibit B-2 as leading from Cicero Avenue to Lot 2. Landlord agrees incident to such development of Lot 2 to apply for (or cause to be applied for) said curb cut permits and to use (or cause to be used) all best efforts to secure same.

G. If either or both of the areas shown on Exhibit B-2 as Lot 1 and Lot 2 are developed with new buildings, then Landlord shall provide parking on either Lot 1 and/or Lot 2, which such parking shall be at least equal to the greater of: (i) accepted industry standards for such developed use; or (ii) applicable local zoning requirements assuming that such development would be considered a free standing building without regard to the contiguous Business Center parking.

H. INTENTIONALLY OMITTED

I. If either Lot 1 or Lot 2 is developed for restaurant purposes of any kind, then Landlord specifically agrees that the remaining Lot 1 or 2 (as the case may be) shall not be used during the term of this Agreement as a theatre of any kind, bowling alley, supermarket, auditorium, skating rink or museum. If either Lot 1 or Lot 2 is developed for a theatre of any kind, bowling alley, supermarket, auditorium, skating rink or museum, Landlord specifically agrees that the remaining Lot 1 or 2 (as the case may be) shall not be used during the term of this Agreement as a restaurant.

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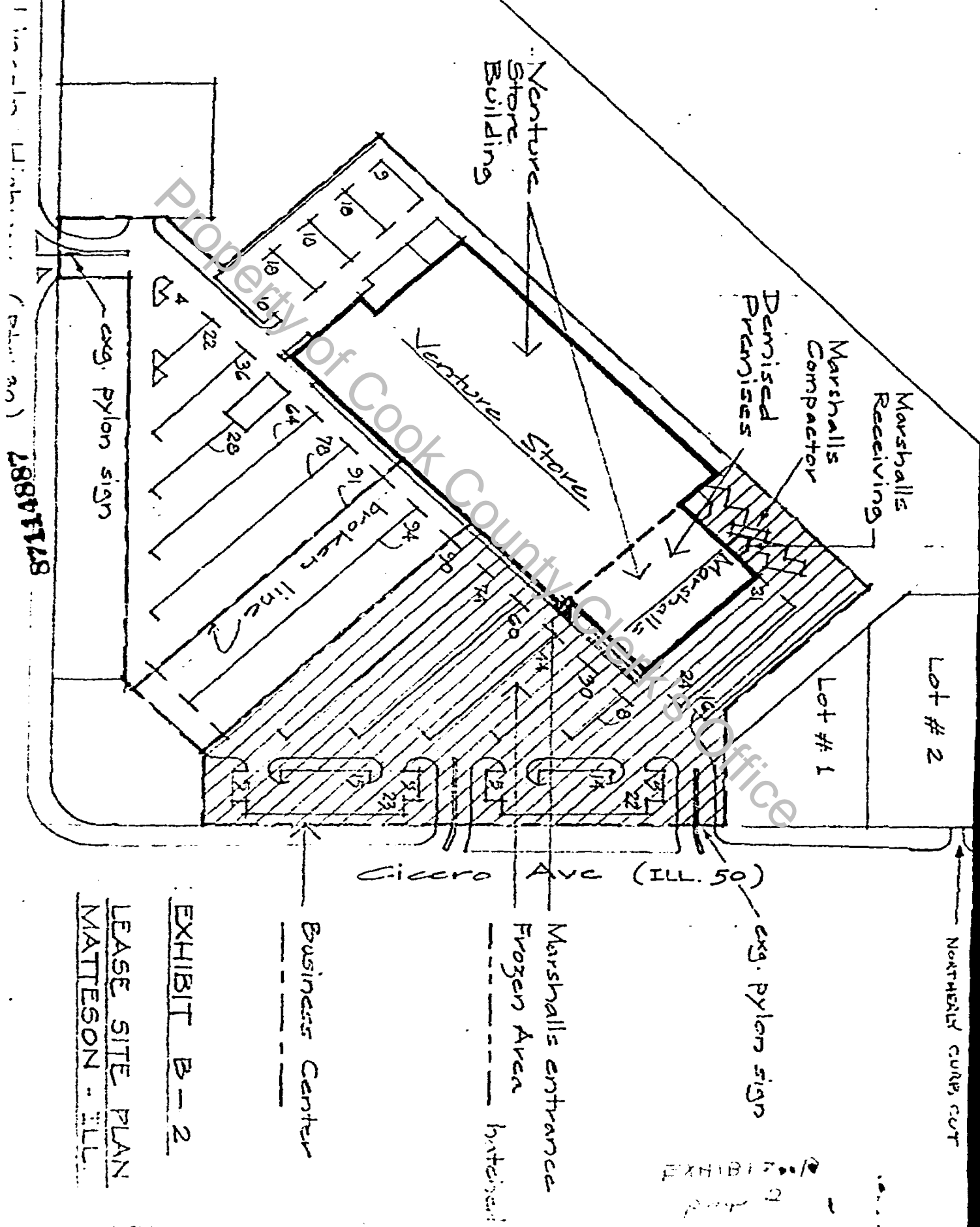
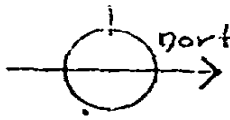


EXHIBIT B-2  
 LEASE SITE PLAN  
 MATTESON - ILL.

EXHIBIT B-2  
 MATTESON - ILL.

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