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CONTRACT AND STIPULATION

TRI-STATE WIDENING

REGARDING PARCEL NO. TW-6C-111.2,
AND TW-6C-111.2P,

10200/8

WHEREAS, The Illinois State Toll Highway Authority, (hereafter called the "Authority") is engaged in the acquisition of property for the Tri-State Tollway (hereafter called the "Toll Road"), and is about to acquire by Eminent Domain certain property of LaSalle National Bank, as Trustee Under Trust No. 111359, (hereafter called "Owner"); and said property needed from Owner for the Toll Road has been identified by the Authority as parcels TW-6C-111.2 and TW-6C-111.2P and access and maintenance easements as hereinafter provided, and

WHEREAS, Owner has represented to the Authority that it owns the property referred to in this contract and has full and complete authority to negotiate with respect to and to enter into this Contract and Stipulation with respect to the acquisition of the property described herein; and

WHEREAS, the Authority and the Owner have negotiated for the amount of compensation to be paid by the Authority for the Tollway Fee Parcel TW-6C-111.2, and the Permanent Easement Parcel TW-6C-111.2P, all legally described and depicted in Exhibit "A" which is attached hereto and made a part hereof, for access and maintenance easements described herein, and for all damages to the remainder of the Owner's property caused by the taking, and with respect to other terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the aforementioned recitals, the mutual promises herein and other good and valuable consideration, it is hereby agreed and stipulated by the parties hereto as follows:

READ WITH THIS DOCUMENT

LA 726092, DL

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1. The total compensation to be paid for the Tollway Fee Parcel TW-6C-111.2, and the Permanent Easement Parcel TW-6C-111.2P, all legally described and depicted in Exhibit A attached hereto and by this reference incorporated herein, (all these parcels are hereafter collectively referred to in this document as Parcels) and the access and maintenance easements hereinafter described all which are being acquired by the Authority is \$350,000.00. This amount includes compensation for the access rights described in paragraph 11, together with damages, if any, to the remainder of Owner's property as a result of the taking by the Authority of the Parcels and for any and all obligations of Owner pursuant to this Contract and Stipulation. The improvements to be constructed by the Authority on the Parcels are described and set forth in the plans attached hereto and made a part hereof as Exhibit "B". The total compensation referred to above also includes compensation for any improvements on the Parcels which are to be acquired by the Authority or upon which the Authority has been granted easements.

In addition, the amount set forth above includes any and all interest, rent, compensation and damages that may be due from the Authority pursuant to the early right granted the Authority and its agents to enter upon and begin construction of improvements to the Toll Road, and are in lieu of any payments which Owner might otherwise be entitled to pursuant to the Right-of-Entry Agreement between the parties hereto dated November 30, 1991.

2. At the option of the Authority, the Authority may institute Eminent Domain proceedings against said property, and the Owner, if requested by the Authority, agrees to execute an appearance and a consent to the entry of a judgment in the amount of the total compensation set forth above. In such event, the

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Authority may deposit sums due Owner hereunder with the County Treasurer in which County the property is located pursuant to the Eminent Domain provisions of the code of Civil Procedure relating to quick take deposits, (Ill. Rev. Stat., Ch. 110, Sec. 7-103, et seq.), and the Owner shall have the right to withdraw said sums as therein provided, according to the terms of this Contract and Stipulation.

3. Promptly following construction of the improvements shown on Exhibit B by the Authority, the authority shall plant and establish grass or groundcover on the Parcels east of the fence shown on Exhibit A in accordance with Section 620 of the Authority's Standard Specifications, 1991. The Owner and Owner's successors and assigns, shall maintain, and replace as necessary, at no cost to the authority, said grass or groundcover, and shall have the right to plant trees, bushes, plantings and other landscaping as Owner may desire, in the area east of the fence line shown on Exhibit A. Such plantings and landscaping shall not interfere with the structural integrity of the slope and retaining wall being constructed by the Authority as shown on Exhibit "B" and shall not overhang the fence line referenced above. Owner, and Owner's successors and assigns shall be responsible for, and shall pay any and all costs and expenses for all plantings and landscaping planted east of the fence line shown on Exhibit A after construction of said improvement by the Authority. The Owner shall coordinate with the Authority any planting's and landscaping that the owner desires to place on the Parcels on or before December 31, 1993. After December 31, 1993, such coordination shall not be required of the Owner. The Owner shall have the right to install and maintain an irrigation system on the Permanent Easement Parcel, the installation of which shall

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be coordinated with the Authority if it occurs on or before December 31, 1993. After the installation of the irrigation system and any landscaping, the Owner shall restore the area of the Parcels to its condition prior to any such work.

4. The Authority shall be responsible for and shall pay any and all costs and expenses of maintaining, repairing or reconstructing the retaining wall to be constructed on the Parcels as shown on Exhibit B. In addition, the Authority shall be responsible for and shall pay any and all costs and expenses of maintaining, repairing or reconstructing the portion of the slope, shown on Exhibit B, located under the grass, planting's and landscaping referred to in Paragraph 3 above. The Authority shall also be responsible for the initial planting and establishing the grass or groundcover as described in Paragraph 3, on the area of the Parcels east of the fence line shown on Exhibit A. The Owner and its successors, assigns and grantees (hereinafter Owner in this paragraph) herein grant to the Authority a perpetual maintenance easement in the area fifteen feet on each side of the retaining wall (shown on Exhibit B) solely for the purpose of maintaining, repairing and/or reconstructing, if necessary, the retaining wall. The Authority shall have access, as shown on Exhibit C which is attached hereto and made a part hereof, to the area of the perpetual maintenance easement and/or carrying out the Authority's responsibility, aforementioned, for slope repair and reconstruction. Such maintenance, repair or reconstruction shall be diligently completed so as to limit any interference with the Owner's use of its property. In the event such maintenance, repair or reconstruction becomes necessary, the Authority shall be responsible for and shall pay for restoring any existing grass or

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landscaping that are damaged by the Authority during such maintenance, repair or reconstruction within the perpetual maintenance easement area and shall further be responsible for any other damages caused by the Authority to the Owner's remainder property or improvements during such maintenance, repair or reconstruction of the retaining wall. The Authority shall restore such grass, landscaping or improvements within thirty days of completion of the retaining wall maintenance, repair or reconstruction referred to above. In the event the Authority does not restore the grass, landscaping or improvements it damages within the time provided herein (weather permitting), the Owner may restore and repair the same and the Authority shall reimburse the owner for the reasonable cost of such work within thirty days of presentation of a detailed invoice and written notice of the same.

5. The Owner hereby grants to the Authority and its contractors and agents the immediate right to enter upon the Parcels identified in Exhibit "A" for the purpose of performing all the work necessary to commence and complete the construction of the Toll Road improvements shown on Exhibit "B".

6. General taxes shall be prorated to the date of closing and shall be based on the latest available tax information from the County Assessor or Collector's Office.

7. The amount of the total compensation set forth in paragraph No. 1 above is intended as just compensation for, inter alia, good and merchantable title to the Parcels, described in Exhibit "A", free and clear of all claims of other parties,

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taxes, liens, encumbrances and objections.

In the event mortgages or other liens, encumbrances and objections effect title to Owner's property and require the payment of money to clear, such sums shall be deducted from the amount due Owner at closing. Owner shall cooperate in the clearing of title by promptly providing information, executing necessary documents, and taking any and all other actions as may be necessary to timely clear title as required by this Contract.

8. On or before closing, Owner shall provide to the Authority the following:

- a. A warranty or trustees deed conveying good and marketable title to the Tollway Fee Parcel TW-6C-111.2 to the Authority, free and clear of all claims of other parties, taxes, liens, encumbrances and objections.
- b. The Permanent Easement in the form attached as Exhibit D for Parcel TW-6C-111.2P.
- c. Other customary closing documents.

9. This transaction shall be closed in escrow with Chicago Title Insurance Company; the terms of said escrow to be consistent with this contract. The Authority and Owner shall each pay one-half of all standard escrow charges. The Authority shall pay the cost of any title insurance.

10. The compensation provided in paragraph No. 1, subject to prorations herein provided, shall be paid to Owner from the monies deposited with the County Treasurer in the event of a quick take proceeding, from the escrow in Paragraph 9 above, or directly from the Authority when Chicago Title Insurance Company is prepared to issue its policy guaranteeing title in the Authority to Parcel TW-6C-111.2 free and clear of all liens, claims, encumbrances and non-standard conditions of record and guaranteeing a permanent easement in Parcel TW-6C-111.2P.

11. Upon completion of the construction of the Toll Road,

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the Authority will erect a suitable fence in the area shown on Exhibit A and no access will be allowed west of the fence line shown on Exhibit A. Following completion of the Authority work within the access area shown on Exhibit C, the Authority shall thereafter not be responsible for the repair, maintenance, or removal of such work.

12. Time is of the essence of this contract.

13. If the Owner is not an individual (eg. trust, partnership, corporation or other entity) then the Owner shall comply with the provisions of Illinois Revised Statues 1985, Chapter 102, paragraph 3.1, regarding disclosure of beneficial owners prior to the date of closing and disbursement of any funds.

14. The Owner and its successors, assigns and grantees (hereinafter Owner in this paragraph 14) shall be responsible for and shall pay any and all costs and expenses of maintaining and, if necessary, replacing grass or groundcover on the area east of the fence line shown on Exhibit A, after such grass or groundcover has been established by the Authority in accordance with paragraph 3 above. Owner shall also be responsible for any planting's or other landscaping Owner may choose from time to time to place on the area east of the fence line shown on Exhibit A, instead of or in addition to the grass or groundcover planted and established by the Authority, however, Owner may at any time remove any such planting's or other landscaping and replace the same with grass. Owner agrees that no planting's installed by Owner shall be permitted to overhang the fence shown on Exhibit A.

In the event Owners fail to maintain, or replace if necessary, grass on the area east of the fence line shown on Exhibit A, (or such other landscaping planted at the Owners

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option as referred to above) the Authority may give the Owners written notice of such failure by certified mail. If the Owner fails to cure such failure as provided in this paragraph within 30 days of such notice (weather permitting) the Authority may cure the failure and the Owner shall reimburse the Authority for the reasonable cost of such work within thirty days of presentation of a detailed invoice and written notice of the same.

15. The Authority agrees that within 3 days of execution of this document by a duly authorized representative of the Authority and Gerald Fogelson as president of the general partner of the partnership that is the beneficiary of the Owner, the Authority will pay the agreed just compensation, into the escrow and allow said funds to be invested subject to investments approved by the Authority, to earn interest for the Owner until closing. Disbursement of the above funds shall be subject to approved final prorations. All interest so earned on said funds shall be paid the Owner at closing, provided that in the event closing does not occur within the time provided in the escrow closing agreement, at no fault of the Authority, the said just compensation and all interest earned thereon shall be returned to the Authority.

16. The covenants and agreements of Owner and Authority in this Agreement shall survive the closing and shall not merge with the warranties of the deed.

17. To the extent not expressly prohibited by law, the Authority agrees to hold the Owner and its beneficiaries and their agents and employees harmless and to indemnify each of them against claims and liabilities, including reasonable attorney's fees, for injuries to all persons and damage to or theft or misappropriation or loss of property arising from Authority's

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RIDER ATTACHED TO AND MADE A PART OF CONTRACT DATED JULY 2, 1982

This Contract is executed by LASALLE NATIONAL TRUST, N.A. not personally but as Trustee under Trust No. 11359 as aforesaid, in the exercise of the power and authority conferred upon and vested in said trustee as such, and it is expressly understood and agreed that nothing in said Contract contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, in said Contract (all such liability, if any, being expressly waived by said purchaser and by every person now or hereafter claiming any right or security thereunder) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Contract shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting rentals, leases or other factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. Trustee does not warrant, indemnify, defend title nor is responsible for any environmental damage.

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negligent or willful acts or the negligence or willful acts of the Authority's contractors, agents, invitees, licensees or employees from any actions or inactions in connection with the Authority's exercise of the access rights shown on Exhibit C, or the Authority's entry on the Permanent Easement Parcel (TW-6C-111.2P) to the extent, but only to the extent, that such fees, claims and liabilities are not covered by the proceeds of the indemnified party's insurance (exclusive of self-insurance) which are actually paid to the damaged party. Nothing herein is intended to, nor shall it indemnify Owner, it's successors and assigns from the negligent actions or inactions of Owner, it's successors and assigns.

To the extent not expressly prohibited by law, the Owner and its successors and assigns agrees to hold the Authority and its officers, directors, agents, and employees harmless and to indemnify each of them against claims and liabilities including reasonable attorney's fees, for injuries to all persons and damage to or theft of or misappropriation or loss of property occurring in or about the real property referred to in this agreement (Premises) arising from the negligence or willful acts of Owner, it's successors and assigns, or the negligence or willful acts of the contractors, agents, invitees, licensees, or employees, of the Owner and its successors and assigns, to the extent, but only to the extent, that such fees, claims and liabilities are not covered by the proceeds of the indemnified party's insurance (exclusive of self-insurance) which are actually paid to the damaged party. Nothing herein is intended to, nor shall it indemnify the Authority from the negligent actions or inactions of the Authority.

18. This Agreement may be recorded by either party.

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IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals, this 2nd day of July, 1992.

Owner(s):

*** LASALLE NATIONAL TRUST, N.M. Successor Trustee By (SEAL)

LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO.

111359, and/or personally

[Signature]
ASSISTANT SECRETARY

SS# _____

HILLSIDE O/W LIMITED PARTNERSHIP BY WARECO INC., IT'S GENERAL PARTNER BY GERALD W. FOGELSON, AS PRESIDENT

SS# 36 34 83 360

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

[Signature]

(SEAL)

(SEAL)

Approved by:

[Signature]

Executive Director, ISTHA

PREPARED BY MALCOLM BRICKSON AND WILLIAM RYAN
916 E. ST CHARLES BURKE AND RYAN
LOMBARD ILL 60148 33 N DEARBORN
CHGO ILL 60602

P.N. #
Part of
15-18-107-009

PROPERTY ADDRESS
Part of 5999 BUTTERFIELD RD
HILLSIDE ILL.

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11/18/75

Handwritten initials

CHICAGO TITLE AND TRUST COMPANY
111 WEST WASHINGTON
CHICAGO, ILLINOIS 60602

DIV - 6

ATTN: A. McCormack

11/18/75

BOX 306

BOX 333

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DATE: JUNE 5, 1992

OWNER: LASALLE NATIONAL BANK, A TRUSTEE UNDER TRUST AGREEMENT
KNOWN AS TRUST NUMBER 111359 DATED AUGUST 1, 1986.

PARCEL TW-6C-111.2
FEE TAKING

THAT PART OF FRACTIONAL SECTION 18, TOWNSHIP 39 NORTH, RANGE 12
EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY
LINE OF THE ILLINOIS CENTRAL RAILROAD AND THE CENTERLINE OF
BUTTERFIELD ROAD, AS PLATTED BY "BERKELY LAWN SUBDIVISION":
THENCE SOUTH 71 DEGREES 19 MINUTES 20 SECONDS WEST, ALONG SAID
CENTERLINE, 818.73 FEET; THENCE SOUTH 12 DEGREES 11 MINUTES 44
SECONDS EAST, 50.32 FEET; THENCE CONTINUING SOUTH 12 DEGREES 11
MINUTES 44 SECONDS EAST, 190.48 FEET TO THE BEGINNING OF A
TANGENTIAL CURVE, CONCAVE TO THE EAST HAVING A RADIUS OF 1732.95
FEET AND A CENTRAL ANGLE OF 8 DEGREES 04 MINUTES 00 SECONDS, AND
WHOSE CHORD BEARS SOUTH 16 DEGREES 13 MINUTES 43 SECONDS EAST;
THENCE CONTINUING SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE,
243.98 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE
DESCRIBED; THENCE CONTINUING ALONG SAID ARC A DISTANCE OF 1.77
FEET TO A POINT OF TANGENCY; THENCE SOUTH 20 DEGREES 19 MINUTES
24 SECONDS EAST, 382.20 FEET TO THE POINT OF BEGINNING OF A
TANGENTIAL CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 1121.35
FEET, A CENTRAL ANGLE OF 16 DEGREES 35 MINUTES 35 SECONDS, AND
WHOSE CHORD BEARS SOUTH 12 DEGREES 01 MINUTES 06 SECONDS EAST;
THENCE CONTINUING SOUTHERLY ALONG THE ARC OF SAID CURVE A
DISTANCE OF 324.75 FEET; THENCE SOUTH 63 DEGREES 51 MINUTES 52
SECONDS WEST, 9.19 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY
LINE OF THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY'S TRI-STATE
TOLLWAY; THENCE NORTH 17 DEGREES 31 MINUTES 10 SECONDS WEST,
ALONG SAID EASTERLY LINE, 685.04 FEET; THENCE NORTH 2 DEGREES 32
MINUTES 03 SECONDS EAST, ALONG SAID LINE, 23.47 FEET; THENCE
NORTH 75 DEGREES 06 MINUTES 47 SECONDS EAST 15.82 FEET TO THE
POINT OF BEGINNING, SAID PART CONTAINING 22,189 SQUARE FEET
(0.509 ACRES), MORE OR LESS.

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Ex A

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DATE: JUNE 27, 1992

OWNER: LASALLE NATIONAL BANK, A TRUSTEE UNDER TRUST AGREEMENT
KNOWN AS TRUST NUMBER 111359 DATED AUGUST 1, 1986.

PARCEL TW-6C-111.2P
PERMANENT EASEMENT

THAT PART OF FRACTIONAL SECTION 18, TOWNSHIP 39 NORTH, RANGE 12
EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY
LINE OF THE ILLINOIS CENTRAL RAILROAD AND THE CENTERLINE OF
BUTTERFIELD ROAD, AS PLATTED BY "BERKELY LAWN SUBDIVISION";
THENCE SOUTH 71 DEGREES 19 MINUTES 20 SECONDS WEST, ALONG SAID
CENTERLINE, 818.73 FEET; THENCE SOUTH 12 DEGREES 11 MINUTES 44
SECONDS EAST, 50.32 FEET; THENCE CONTINUING SOUTH 12 DEGREES 11
MINUTES 44 SECONDS EAST, 150.48 FEET TO THE BEGINNING OF A
TANGENTIAL CURVE, CONCAVE TO THE EAST HAVING A RADIUS OF 1732.95
FEET AND A CENTRAL ANGLE OF 8 DEGREES 04 MINUTES 00 SECONDS;
THENCE CONTINUING SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE,
243.98 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE
DESCRIBED; THENCE CONTINUING ALONG SAID ARC 1.77 FEET TO A POINT
OF TANGENCY; THENCE SOUTH 20 DEGREES 19 MINUTES 24 SECONDS EAST,
382.20 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE TO
THE WEST, HAVING A RADIUS OF 1121.35 FEET AND A CENTRAL ANGLE OF
16 DEGREES 35 MINUTES 35 SECONDS; THENCE CONTINUING SOUTHERLY
ALONG SAID CURVE, 324.75 FEET TO A POINT ON THE SOUTH LINE OF A
TRACT DESCRIBED IN TRUSTEE'S DEED NUMBER 111359 RECORDED AS
DOCUMENT NUMBER 86612949; THENCE NORTH 63 DEGREES 51 MINUTES 52
SECONDS EAST, ALONG SAID SOUTH LINE, 118.28 FEET; THENCE NORTH 27
DEGREES 09 MINUTES 04 SECONDS WEST, 476.19 FEET; THENCE NORTH 6
DEGREES 24 MINUTES 37 SECONDS WEST, 51.54 FEET; THENCE NORTH 13
DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 20.19 FEET TO A
POINT OF CURVE, SAID CURVE BEING CONCAVE TO THE EAST, HAVING A
RADIUS OF 122.50 FEET, A CENTRAL ANGLE OF 14 DEGREES 07 MINUTES
09 SECONDS AND WHOSE CHORD BEARS NORTH 20 DEGREES 10 MINUTES 56
SECONDS EAST; THENCE NORTHEASTERLY ALONG SAID CURVE 30.19 FEET TO
A POINT OF REVERSE CURVE, SAID REVERSING CURVE BEING CONCAVE
WESTERLY, HAVING A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF 54
DEGREES 04 MINUTES 50 SECONDS AND WHOSE CHORD BEARS NORTH 00
DEGREES 12 MINUTES 06 SECONDS EAST; THENCE NORTHERLY ALONG SAID
CURVE 110.91 FEET; THENCE NORTH 26 DEGREES 50 MINUTES 19 SECONDS
WEST, 110.11 FEET; THENCE SOUTH 18 DEGREES 41 MINUTES 26 SECONDS
WEST A DISTANCE OF 96.32 FEET; THENCE SOUTH 75 DEGREES 06
MINUTES 47 SECONDS WEST, 20.79 FEET TO THE POINT OF BEGINNING,
SAID PART CONTAINING 41.929 SQUARE FEET (0.963 ACRES), MORE OR
LESS.

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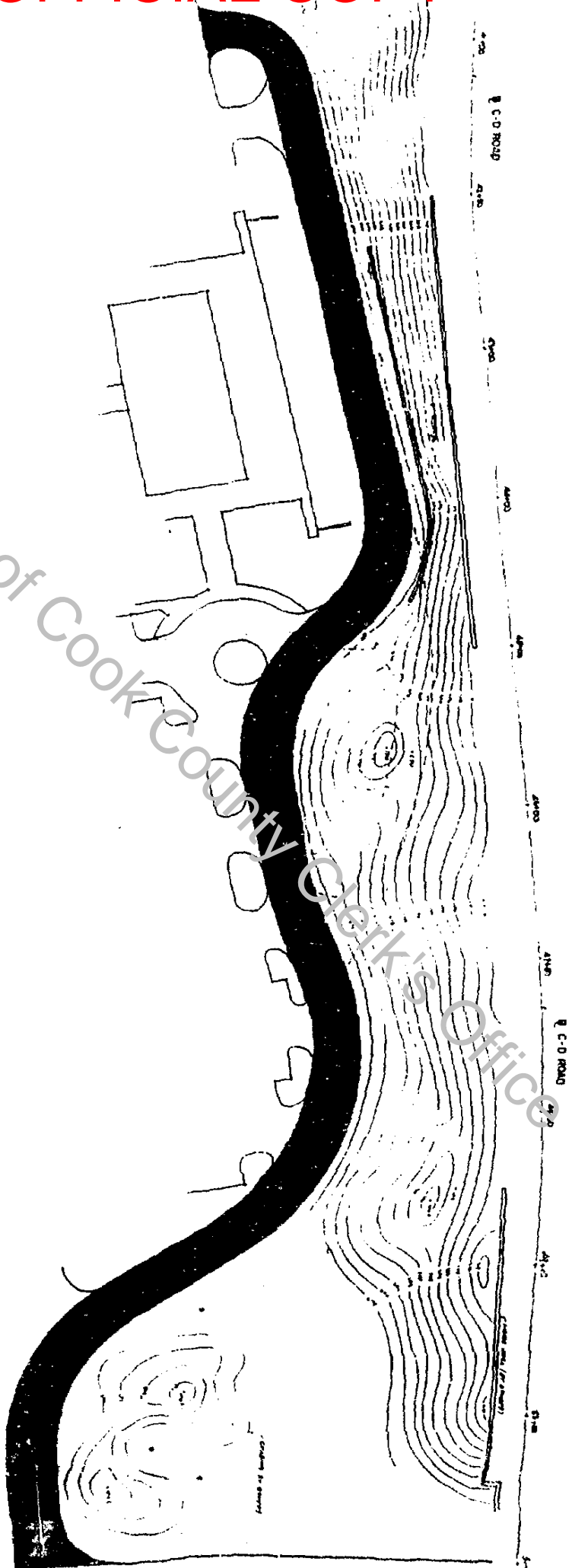


EXHIBIT "C"

ACCESS & MAINTENANCE EASEMENT

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GRANT OF PERMANENT EASEMENT

This Indenture, made this ____ day of _____, 1992 between LaSalle National Bank, a corporation duly authorized by the Statutes of the State of Illinois to execute trusts as Trustee under the provisions of a deed duly recorded and delivered to said company in pursuance of a trust agreement dated the 1st day of August, 1986, known as Trust No. 111359, (hereinafter "Grantor"), and The Illinois State Toll Highway Authority, (hereinafter "Grantee").

WITNESSETH:

The Grantor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, pursuant to proper direction, does hereby grant and convey unto the Grantee, a permanent easement for the construction, operation, maintenance, reconstruction and improvement of a slope and retaining wall in connection with the Illinois Toll highway System in and on land and property, designated by the Grantee as Parcel TW-6C-111.2P, and legally described in Exhibit "A" attached hereto and made a part hereof.

The Grantee agrees, to the extent not expressly prohibited by law, the Grantee shall hold the Grantor and its beneficiaries and their agents and employees harmless and indemnify each of them against claims and liabilities, including reasonable attorney's fees, for injuries to all persons and damage to or theft or misappropriation or loss of property arising from Grantee's negligence or willful acts or the negligence or willful acts of the Grantee's contractors, agents, invitees, licensees or employees from any actions or inactions in connection with the Grantee's exercise of access to and entry on Parcel TW-6C-111.2P to the extent, but only to the extent, that such fees, claims and liabilities are not covered by the proceeds of the indemnified party's insurance (exclusive of self-insurance) which are actually paid to the damaged party. Nothing herein is intended to, nor shall it, indemnify and hold harmless Grantor and its beneficiaries and their agents and employees from their own negligence or willful actions or inactions.

The Grantor hereby reserves unto itself, its successors and assigns the right to plant, maintain and replace grass, trees, bushes, plantings and other landscaping on said land, and to make such further use of the aforescribed land as Grantor may desire insofar as said uses do not interfere with the operation of the Toll Highway System and the use, maintenance, operation and reconstruction by Grantee of said land for a stable slope and for a retaining wall, provided, however, Grantor shall not be permitted to erect signs or other above ground structures on said land and shall not be permitted to add to, build on or modify the retaining wall to be constructed by Grantee on said land.

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Ex D

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DATE: JUNE 27, 1992

OWNER: LASALLE NATIONAL BANK, A TRUSTEE UNDER TRUST AGREEMENT
KNOWN AS TRUST NUMBER 111359 DATED AUGUST 1, 1986.

PARCEL TW-6C-111.2P
PERMANENT EASEMENT

THAT PART OF FRACTIONAL SECTION 18, TOWNSHIP 39 NORTH, RANGE 12
EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY
LINE OF THE ILLINOIS CENTRAL RAILROAD AND THE CENTERLINE OF
BUTTERFIELD ROAD. AS PLATTED BY "BERKELY LAWN SUBDIVISION":
THENCE SOUTH 71 DEGREES 19 MINUTES 20 SECONDS WEST, ALONG SAID
CENTERLINE, 818.73 FEET; THENCE SOUTH 12 DEGREES 11 MINUTES 44
SECONDS EAST, 50.32 FEET; THENCE CONTINUING SOUTH 12 DEGREES 11
MINUTES 44 SECONDS EAST, 190.48 FEET TO THE BEGINNING OF A
TANGENTIAL CURVE, CONCAVE TO THE EAST HAVING A RADIUS OF 1732.95
FEET AND A CENTRAL ANGLE OF 8 DEGREES 04 MINUTES 00 SECONDS;
THENCE CONTINUING SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE,
243.98 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE
DESCRIBED: THENCE CONTINUING ALONG SAID ARC 1.77 FEET TO A POINT
OF TANGENCY: THENCE SOUTH 20 DEGREES 19 MINUTES 24 SECONDS EAST,
382.20 FEET TO THE BEGINNING OF A TANGENTIAL CURVE, CONCAVE TO
THE WEST, HAVING A RADIUS OF 1121.35 FEET AND A CENTRAL ANGLE OF
16 DEGREES 35 MINUTES 35 SECONDS: THENCE CONTINUING SOUTHERLY
ALONG SAID CURVE, 324.75 FEET TO A POINT ON THE SOUTH LINE OF A
TRACT DESCRIBED IN TRUSTEE'S DEED NUMBER 111359 RECORDED AS
DOCUMENT NUMBER 86612949: THENCE NORTH 63 DEGREES 51 MINUTES 52
SECONDS EAST, ALONG SAID SOUTH LINE, 118.28 FEET; THENCE NORTH 27
DEGREES 09 MINUTES 04 SECONDS WEST, 476.19 FEET; THENCE NORTH 6
DEGREES 24 MINUTES 37 SECONDS WEST, 51.54 FEET; THENCE NORTH 13
DEGREES 07 MINUTES 22 SECONDS EAST A DISTANCE OF 20.19 FEET TO A
POINT OF CURVE, SAID CURVE BEING CONCAVE TO THE EAST, HAVING A
RADIUS OF 122.50 FEET, A CENTRAL ANGLE OF 14 DEGREES 07 MINUTES
09 SECONDS AND WHOSE CHORD BEARS NORTH 20 DEGREES 10 MINUTES 56
SECONDS EAST; THENCE NORTHEASTERLY ALONG SAID CURVE 30.19 FEET TO
A POINT OF REVERSE CURVE, SAID REVERSING CURVE BEING CONCAVE
WESTERLY, HAVING A RADIUS OF 117.50 FEET, A CENTRAL ANGLE OF 54
DEGREES 04 MINUTES 50 SECONDS AND WHOSE CHORD BEARS NORTH 00
DEGREES 12 MINUTES 06 SECONDS EAST; THENCE NORTHERLY ALONG SAID
CURVE 110.91 FEET; THENCE NORTH 26 DEGREES 50 MINUTES 19 SECONDS
WEST, 110.11 FEET; THENCE SOUTH 16 DEGREES 41 MINUTES 26 SECONDS
WEST A DISTANCE OF 96.32 FEET; THENCE SOUTH 75 DEGREES 06
MINUTES 47 SECONDS WEST, 20.79 FEET TO THE POINT OF BEGINNING,
SAID PART CONTAINING 41.929 SQUARE FEET (0.963 ACRES), MORE OR
LESS.

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IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its _____ and attested by its _____ Secretary as of the day and year first above written.

GRANTOR:
LaSalle National Bank

As Trustee Aforesaid

By: _____

Title: _____

Attest: _____

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ of LaSalle National Bank, a corporation, and _____ of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, 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 Corporation, and for the uses and purposes therein set forth; and that said _____ did also then and there acknowledge that _____, as custodian of the Corporate Seal of said corporation, did affix the said Corporate Seal of the said corporation to said instrument as _____ own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1992.

NOTARY PUBLIC

This instrument prepared by Malcolm E. Erickson, Attorney, One Authority Drive, Downers Grove, Illinois 60515.

Property of Cook County Clerk's Office

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