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AGREEMENT

This AGREEMENT is made as of March L, 1994, by and among Universal Casualty Company, an Illinois insurance company (hereinafter, together with its successors and assigns, referred to as the "Grantor") and Baxter Healthcare Corporation, a Delaware Corporation (hereinafter, together with its successors and assigns, referred to as "the Grantee").

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The following recitals of fact are a material part of this instrument:

A. The Grantor has acquired from the Grantee and is the owner of a tract of land described in the attached Exhibit A and hereafter referred to as "Parcel 1".

B. The Grantee is the owner of a tract of land described in the attached Exhibit B and hereafter referred to as "Parcel 2".

C. The Grantor wishes to grant and the Grantee wishes to receive a limited right of ingress and egress over and across Parcel 1 for the purpose of removal, replacement or addition of any item including, but not limited to, equipment, materials or machinery, that the owner of Parcel 1 cannot readily remove from, or locate onto, Parcel 2 other than by means of access across Parcel 1 (the "Bulk Items") on the terms herein set forth.

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NOW, therefore, in consideration of Ten (\$10.00) dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee make the following grants, agreements, covenants and restrictions:

1. GRANT OF RIGHT OF ACCESS. The Grantor hereby grants to the Grantee a limited right of access appurtenant to Parcel 2, for ingress and egress over and across Parcel 1 (the "Right of Access"), for the sole purpose of removal, replacement and addition of the Bulk Items.

2. USE OF RIGHT OF ACCESS. The Right of Access shall be limited to such time period and uses as Grantee reasonably requires to move the Bulk Items across Parcel 1 to or from a street adjacent to Parcel 1. Except as hereinafter provided, at least five days prior to any exercise of the Right of Access, Grantee shall notify Grantor of Grantee's intent to exercise the Right of Access and of the time or times at which Grantee intends to exercise the Right of Access and shall be limited to hours at which regular business operations are not being conducted on Parcel 1. Notwithstanding the foregoing, in the event of an emergency requiring the prompt moving of the Bulk Items across Parcel 1, Grantee may exercise the Right of Access without prior written notice but with such oral or telephonic notice as is reasonably practicable under the circumstances.

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3. USE OF PARCEL 1. Grantor may construct and maintain a fence along the lot line between Parcel 1 and Parcel 2 but shall maintain gates in such fence adjacent to the Building at locations and in a manner suitable for movement of the Bulk Items. The gates may be locked but Grantor will provide Grantee a key when necessary for Grantee's use of the Right of Access permitted hereunder.

4. GRANTOR'S COOPERATION. Grantor agrees to cooperate with Grantee and to take such reasonable acts as are reasonably necessary to allow Grantee to exercise and enjoy the benefits of the Right of Access.

5. RUNNING OF BENEFITS AND BURDENS. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of assigns, successors and tenants of the parties hereto.

6. TERMINATION OF COVENANT LIABILITY. Whenever a transfer of ownership of either Parcel 1 or Parcel 2 takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates.

7. ATTORNEY'S FEES. Either party may enforce this instrument by appropriate action and should such party prevail in such litigation, such party shall recover reasonable attorney's fees as part of such party's costs.

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8. CONSTRUCTION. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on the Grantee is carried out.

9. NOTICE. Grantor's address is 7280 N. Caldwell Avenue, Niles, Illinois 60714, Attn: Marshall Romanz and Grantee's address is One Baxter Parkway, Deerfield, Illinois 60015, Attn: Director of Real Estate. Either party may lodge written notice of change of address with the other. Notices shall be deemed given when received.

10. RELEASE OF RIGHT OF ACCESS. The Grantee herein may terminate this instrument by recording a release in recordable form, whereupon all rights, duties, and liabilities hereby created shall terminate. For convenience such instrument may run to "the owner or owners and parties interested" in Parcel 2. The Grantee agrees to execute such release if the Building is demolished or if Grantee determines that access over and across Parcel 1 is no longer reasonably necessary for the continued use of the Building or of the Bulk Items located thereon.

11. INDEMNIFICATION. Grantee agrees to defend and indemnify and save Grantor harmless against and from any and all claims by or on behalf of any person, firm or corporation, arising from the Grantee's exercise of its right to move the Bulk

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Items across Parcel 1. Grantee further agrees to defend and indemnify Grantor for any and all damages to Parcel 1 or any improvements thereon, arising from the Grantee's exercise of its right to move the Bulk Items across Parcel 1.

Executed as of the day and year first above written.

BAXTER HEALTHCARE CORPORATION

By: *Robert Weasler*

UNIVERSAL CASUALTY COMPANY

By: *Marshall Romney*
President

BOX 333

This document was prepared by
and upon recording return to
~~by~~ Michael S. Smith,
Sidley & Austin.

Refer to property located
at 7250 N. Caldwell Ave.
Niles, IL

P.I. N. 10 30 402 012
10 30 400 008

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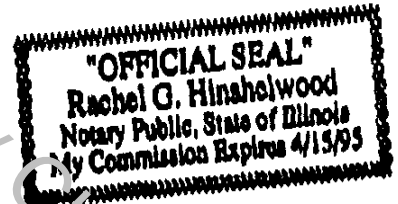
STATE OF ILLINOIS)
) SS
COUNTY OF Lake)

I the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Robert H. Packer, personally known to me to be the President & General Manager of Baxter Healthcare Corporation, a Delaware corporation, and known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President & General Manager he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of March, 1994.

Rachel G. Hinshelwood
Notary Public

My commission expires:
4/15/95



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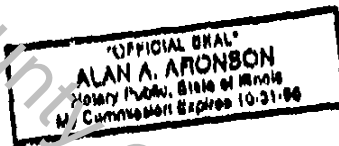
STATE OF ILLINOIS)
COUNTY OF Cook) SS

I the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Marshall Komms personally known to me to be the President of Universal Casualty Company, an Illinois insurance company and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3 day of March, 1991.

Alan Aronson
Notary Public

My commission expires:



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EXHIBIT A

PARCEL 1:

THAT PART OF LOT 1 IN KINZIE'S SUBDIVISION OF JANE MIRANDA'S RESERVATION IN TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, 472.44 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 240.0 FEET; THENCE NORTHEASTERLY ALONG A LINE PARALLEL TO THE NORTHWESTERLY LINE OF SAID LOT 1, FOR A DISTANCE OF 472.94 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 'B' LYING SOUTHEASTERLY OF THE NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 1 IN KINZIE'S SUBDIVISION, AFORESAID, AND LYING NORTHWESTERLY OF A LINE 240.0 FEET EASTERLY OF (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE SAID NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 1, SAID LOT 'B' BEING IN THE SUBDIVISION OF ALL OF LOT 3 AND LOT 2 (EXCEPT THE EASTERLY 1/2 OF LOT 2 MEASURED FROM THE CENTER OF THE NORTH LINE OF SAID LOT 2 TO A POINT IN THE CENTER OF THE SOUTHEASTERLY LINE OF SAID LOT 2) IN THE RESUBDIVISION OF 'CALEDONIA PARK' BEING A SUBDIVISION OF THE FRACTIONAL EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF CALEDONIA ROAD (EXCEPT THE NORTH 30 ACRES THEREOF) ALL IN COOK COUNTY, ILLINOIS (EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY THE WEST 12.70 FEET OF THE SOUTH 163.0 FEET).

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EXHIBIT B

PARCEL 1

THAT PART OF LOTS 1 AND 2 TAKEN AS A TRACT IN KINZIE'S SUBDIVISION OF JANE MIRANDAS RESERVATION IN TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2; THENCE SOUTHWESTERLY ON A LINE FORMING AN ANGLE OF 58 DEGREES 50 MINUTES 30 SECONDS WITH THE LINE BETWEEN SAID LOTS 1 AND 2 A DISTANCE OF 90.43 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 90 DEGREES TO LAST AFOREMENTIONED LINE, A DISTANCE OF 189.16 FEET; THENCE SOUTHERLY ON A LINE FORMING AN ANGLE OF 108 DEGREES 15 MINUTES 00 SECONDS WITH THE LAST AFOREMENTIONED LINE A DISTANCE OF 41.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON LAST DESCRIBED LINE 279.67 FEET TO A POINT ON THE NORTHERLY LINE OF TOUHY AVENUE AS PER DOCUMENT NO. 11068761, THENCE EASTERLY ON SAID NORTHERLY LINE OF TOUHY AVENUE, 119.22 FEET TO A POINT OF CURVE, THENCE EASTERLY CONTINUING ON SAID NORTHERLY LINE OF TOUHY AVENUE, SAID LINE BEING CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 981.51 FEET 174.74 FEET TO ITS INTERSECTION WITH THE NORTHWESTERLY LINE OF GROSS POINT ROAD, SAID NORTHWESTERLY LINE OF GROSS POINT ROAD BEING 12 FEET NORTH OF AND PARALLEL TO SOUTHEASTERLY LINE OF SAID LOT 1; THENCE EAST ALONG SAID NORTHWESTERLY LINE OF GROSS POINT ROAD 134.62 FEET; THENCE NORTH ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 50 MINUTES WITH LAST DESCRIBED LINE 392.01 FEET TO A LINE 240 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE WESTERLY ALONG SAID LINE 240 FEET SOUTHERLY AND PARALLEL WITH SAID NORTHWESTERLY LINE OF LOT 1, 183.09 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 1 AND 2 TAKEN AS A TRACT IN KINZIE'S SUBDIVISION OF JANE MIRANDA'S RESERVATION IN TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE 3RD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2, THENCE SOUTHWESTERLY ON A LINE FORMING AN ANGLE OF 58°50'30" WITH THE LINE BETWEEN SAID LOTS 1 AND 2, A DISTANCE OF 90.43 FEET; THENCE SOUTHEASTERLY, AT AN ANGLE OF 90° TO LAST AFOREMENTIONED LINE A DISTANCE OF 189.16 FEET; THENCE SOUTHERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 108°15'00" WITH THE LAST AFOREMENTIONED LINE, A DISTANCE OF 41.33 FEET; THENCE NORTHEASTERLY ALONG A LINE 240.00 FEET SOUTHEASTERLY OF AND PARALLEL WITH NORTHWESTERLY LINE OF SAID LOT 1 FOR A DISTANCE OF 203.09 FEET; THENCE NORTHWESTERLY AT 90° TO LAST DESCRIBED LINE 240.00 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF LOT 1, 195.42 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.