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DUPAGE WATER COMMISSION EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of OCTOBER, 1995, by and between the **DUPAGE WATER COMMISSION**, a public corporation, political subdivision and unit of local government created and existing under 65 ILCS 5/11-135-1 et seq. and the Water Commission Act of 1985, 70 ILCS 3720/1 et seq., 600 East Butterfield Road, Elmhurst, Illinois 60126-4642 (hereinafter referred to as the "Commission"); **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not individually but as Trustee under a Trust Agreement dated May 17, 1983, and known as Trust No. 57780; **SHETLAND PROPERTIES LIMITED PARTNERSHIP**, an Illinois limited partnership, ("Shetland"); and **LASALLE NATIONAL BANK**, a national banking association ("LaSalle"); (the Trust, Shetland and LaSalle shall sometimes be hereinafter collectively referred to as "Owner");

DEPT-01 RECORDING \$41.00
 T40012 TRAN 7197 10/26/95 14:44:00
 07140 & CG * -95-732602
 COOK COUNTY RECORDER
 DEPT-10 PENALTY \$38.00

WITNESSETH:

WHEREAS, the Trust is the legal owner of certain real estate situated in the County of Cook, State of Illinois, which real estate is legally described on Exhibit A attached hereto and by this reference incorporated herein and made a part hereof, and which real estate shall be referred to hereinafter as the "Subject Property"; and

WHEREAS, Shetland is the beneficial owner of the Subject Property; and

WHEREAS, LaSalle is a mortgagee of, and holds a security interest in, the Subject Property pursuant to a mortgage and security agreement dated as of February 1, 1994, and recorded March 4, 1994, as Document No. 94206888 made by American National Bank and Trust

BOX 333-CTI

73-30-385 DG (JG)

Not to record without acknowledgment, John Gordon (677) per Plaintiff P. Kinoshy

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Company of Chicago, a national banking association, as Trustee under a Trust Agreement dated May 17, 1983, and known as Trust No. 57780; and

WHEREAS, LaSalle has a security interest in certain chattels on the Subject Property pursuant to financing statements executed by American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated May 17, 1983, and known as Trust No. 57780, and recorded March 4, 1994, as Document Nos. 94U3587 and 94U3588; and

WHEREAS, LaSalle is the assignee of certain rents and leases generated by the Subject Property pursuant to an assignment of leases and rents recorded March 4, 1994, as Document No. 94206889, made by American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated May 17, 1983, and known as Trust No. 57780;

WHEREAS, the Commission desires to locate a portion of its water transmission main(s) in, upon, under, along and across a portion of the Subject Property legally described on Exhibit B attached hereto and by this reference incorporated herein and made a part hereof (hereinafter referred to as the "Easement Premises");

NOW, THEREFORE, in consideration of the foregoing and for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by the Commission to Shetland, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Owner hereby grants, conveys and dedicates to the Commission, its successors and assigns, a perpetual non-exclusive easement and right of way to survey, construct, reconstruct, use, operate, maintain, test, inspect, repair, replace, alter, remove or abandon in place (said activities hereinafter collectively referred to as "Installation") a below ground water transmission

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main(s) together with related attachments, equipment and appurtenances thereto (said transmission main(s) and said attachments, equipment and appurtenances hereinafter collectively referred to as the "Pipeline"), subject to the terms and conditions hereinafter set forth, in, upon, under, along and across the Easement Premises. The Commission hereby accepts the Easement Premises in its present "as is" and "where is" condition without any representation or warranty, express or implied, of any nature whatsoever with respect thereto. The Commission hereby further acknowledges that Owner plans to pave the Easement Premises and hereby represents that the Pipeline shall not interfere with the paving of the Easement Premises.

2. The Commission agrees that the installation of the Pipeline shall be done and completed with diligence in a good and workmanlike manner, all at the sole expense of the Commission.

3. Upon completion of any installation, the Commission agrees to promptly replace and grade all topsoil removed. All fences, parking lots, roads, landscaping and improvements will be promptly restored to former condition by the Commission if disturbed or altered in any manner by installation. All sod removed will be promptly replaced by sod of like quality and all natural grass removed will be promptly replaced by seeding with a good quality seed.

4. The Commission agrees that it will save and hold Owner harmless from all damages, costs or liabilities suffered because of injury to or death of any person or persons or damage to property that may arise out of or as a consequence of the granting of this Easement or acts or omissions of the Commission or its authorized agents, servants or employees in the installation of the Pipeline.

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5. Owner hereby reserves the right to use and enjoy the Easement Premises and its adjacent property in any manner, including but not limited to construction of a driveway or parking lot over the Easement Premises, that will not prevent or interfere with the exercise by the Commission of the rights granted hereunder; provided, however, that Owner shall not in any manner disturb, damage, destroy, injure, obstruct, or permit to be obstructed the Easement Premises at any time whatsoever, without the express written consent of the Commission.

6. LaSalle does hereby subordinate its mortgage and security interest in the Easement Premises and certain chattels located thereon, as well as its interest in certain leases and rents generated by the Subject Property. The foregoing subordination shall not be deemed to release, discharge, impair or subordinate the lien and operation of the mortgages, security interests or assignments of rents and leases except as expressly set forth herein.

7. If at any time after the completion of installation and the commencement of operation of the Pipeline, the Commission, or its heirs, successors or assigns, shall discontinue the use of the Pipeline for a period of 10 consecutive years, which period shall commence 180 days after water has ceased flowing through the Pipeline, the Commission's rights and authority hereunder, shall terminate forever. Upon termination of this Agreement as provided above, the Commission shall, at its expense, either remove the Pipeline or fill and compact the Pipeline in a manner consistent with sound engineering practices, and then restore the Easement Premises to its former condition. If the Commission shall fail to remove or fill the Pipeline in the manner aforesaid within 120 days after termination, the Pipeline shall become the sole property of Owner, without liability or obligation to account to the Commission therefor. Termination of the

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and

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Commission's rights hereunder shall not affect any right of Owner to indemnification from any acts, omissions or events occurring prior to such termination.

8. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, grantees, successors, assigns and legal representatives.

9. The cost of recording this document or a memorandum thereof, and the cost of obtaining any lender's or land trustee's consent, shall be borne by the Commission.

10. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage pre-paid, certified or registered mail, return receipt requested.

If to the Owner:

AL ✓ NY ✓ JW ✓
Shetland ~~Properties~~ Limited Partnership
5420 West Roosevelt Road
Chicago, Illinois 60650
Attention: Andrew D. Lappin

With a copy to:

Sachnoff & Weaver, Ltd.
30 South Wacker Drive
Suite 2000
Chicago, Illinois 60606
Attention: Stewart Dolin, Esq.

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ATTEST:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but as Trustee under a Trust Agreement dated May 17, 1983, and known as Trust No. 57780

By: _____

By: [Signature]

TRUST OFFICER

Its: _____

Its: _____

ATTEST:

SHETLAND ~~PROPERTIES~~ LIMITED PARTNERSHIP, an Illinois limited partnership

By: _____

By: [Signature] by President

Its: _____

Its: Loefer, Foreman, P.M.

ATTEST:

LASALLE NATIONAL BANK, a national banking association

By: [Signature]

By: [Signature]

Its: Officer

Its: Officer

PREPARED BY:
Elizabeth D. Santis
Bucko, Winters + Field
55 West Monroe Street
Suite 800
Chicago, Illinois 60603

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THENCE WEST, PARALLEL WITH THE SOUTH LINE OF SECTION 16, A DISTANCE OF 495.16 FEET TO THE PLACE OF BEGINNING;

EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 33 FEET OF SAID SOUTHWEST QUARTER WITH THE WEST LINE OF THE EAST 70 FEET THEREOF;

THENCE WEST, ALONG SAID NORTH LINE OF THE SOUTH 33 FEET FOR A DISTANCE OF 100 FEET;

THENCE NORTH, ALONG A STRAIGHT LINE, TO A POINT IN A LINE WHICH IS PARALLEL WITH AND 345 FEET SOUTHERLY AND NORMALLY DISTANT FROM THE SOUTHERLY LINE OF THE ABANDONED RIGHT-OF-WAY OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD, SAID POINT BEING 470 FEET WEST (MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SOUTHWEST QUARTER;

THENCE EASTERLY ALONG SAID LINE WHICH IS 345 FEET SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY LINE OF SAID ABANDONED RIGHT-OF-WAY, TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 90 FEET OF SAID SOUTHWEST QUARTER;

THENCE EASTERLY TO A POINT IN THE WEST LINE OF THE EAST 70 FEET OF SAID SOUTHWEST QUARTER WHICH IS 50 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID WEST LINE OF THE EAST 70 FEET WITH A LINE DRAWN PARALLEL WITH AND 100 FEET SOUTHERLY AND NORMALLY DISTANT FROM SAID SOUTHERLY LINE OF SAID ABANDONED RIGHT-OF-WAY;

THENCE SOUTH, ALONG THE SAID WEST LINE OF THE EAST 70 FEET (BEING THE WEST LINE OF SOUTH LARAMIE AVENUE AS WIDENED) FOR A DISTANCE 850.64 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

AND ALSO EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN THAT PART OF THE WEST 191.00 FEET OF SECTION 16 AFORESAID LYING SOUTH OF A LINE 300 FEET SOUTHERLY OF AND PARALLEL WITH THE ABANDONED RIGHT-OF-WAY OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD, AND NORTH OF A LINE 901.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 16 AFORESAID;

ALL IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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PARCEL 1

THAT PART OF THE WEST HALF OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT-OF-WAY, AS LOCATED AND LAID OUT (BUT NOW ABANDONED) OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD (EXCEPTING THEREFROM A STRIP OF LAND ACROSS SAID SECTION, 300 FEET IN WIDTH, SOUTHERLY OF ADJOINING SAID ABANDONED RIGHT-OF-WAY, DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A POINT IN THE EAST LINE OF SOUTH CENTRAL AVENUE, SAID POINT BEING 851 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 16 AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION, AND RUNNING

THENCE NORTH ALONG SAID EAST LINE OF SOUTH CENTRAL AVENUE, AND 33 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 425.39 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE OF SOUTH CENTRAL AVENUE WITH THE SOUTHERLY LINE OF THE ABOVE DESCRIBED STRIP OF LAND 300 FEET IN WIDTH, SOUTHERLY OF AND ADJOINING THE ABOVE DESCRIBED ABANDONED RIGHT-OF-WAY;

THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE OF SAID 300 FOOT STRIP, SAID LINE FORMING A SOUTHEAST ANGLE OF 81 DEGREES 54 MINUTES 30 SECONDS WITH SAID EAST LINE OF SOUTH CENTRAL AVENUE, A DISTANCE OF 2586.56 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY LINE OF SAID 300 FOOT STRIP WITH THE WEST LINE OF SOUTH LARAMIE AVENUE AS WIDENED, SAID WEST LINE BEING 70 FEET WEST OF AND PARALLEL WITH THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 16 AND FORMING A SOUTHWEST ANGLE OF 98 DEGREES 01 MINUTES 30 SECONDS WITH SAID SOUTHERLY LINE OF SAID 300 FOOT STRIP;

THENCE SOUTH ALONG SAID WEST LINE OF SOUTH LARAMIE AVENUE, A DISTANCE OF 900.64 FEET TO THE NORTHWEST CORNER OF SOUTH LARAMIE AVENUE AND WEST ROOSEVELT ROAD, SAID POINT BEING 70 FEET WEST OF THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 16, AND 33 FEET NORTH OF THE SOUTH LINE OF SAID SECTION;

THENCE WEST ON THE NORTH LINE OF WEST ROOSEVELT ROAD, AND 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 1064.39 FEET TO A POINT WHICH IS 528.26 FEET EAST OF THE WEST LINE OF SAID SECTION 16 (MEASURED ON THE NORTH LINE OF WEST ROOSEVELT ROAD);

THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 818 FEET TO A POINT;

THENCE WEST, 200 FEET TO THE PLACE OF BEGINNING;
IN COOK COUNTY, ILLINOIS.

TOTAL AREA OF PARCEL 1 = 1,936,052 SQUARE FEET (44.436 ACRES) OF LAND, MORE OR LESS

PARCEL 2

THAT PART OF THE WEST 491.00 FEET OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 300 FEET SOUTHERLY OF AND PARALLEL WITH THE ABANDONED RIGHT-OF-WAY OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD, AND NORTH OF A LINE 901.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 16, AFORESAID;

EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN THE NORTH 55 FEET OF THE SOUTH 906 FEET OF THE WEST 115 FEET OF SECTION 16 AFORESAID;

AND ALSO EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN THAT PART OF THE WEST 107 FEET OF SECTION 16 AFORESAID LYING SOUTH OF AND PARALLEL WITH THE AFORESAID ABANDONED RIGHT-OF-WAY OF THE ST. CHARLES AND MISSISSIPPI AIR LINE RAILROAD AND NORTH OF A LINE 906 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 16 AFORESAID;

IN COOK COUNTY, ILLINOIS.

CONTAINING 130,355 SQUARE FEET (2.9925 ACRES) OF LAND, MORE OR LESS.

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EXHIBIT B

Legal Description of the Easement Premises

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 901.00 FEET NORTH OF (AS MEASURED PERPENDICULARLY) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 16; LYING NORTH OF A LINE 851.00 FEET NORTH OF (AS MEASURED PERPENDICULARLY) AND PARALLEL WITH SAID SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 16; LYING EAST OF A LINE 125.00 FEET EAST OF (AS MEASURED PERPENDICULARLY) AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 16, SAID PARALLEL LINE BEING ALSO THE EAST LINE OF SOUTH CENTRAL AVENUE; AND LYING WEST OF A LINE 137.00 FEET EAST OF (AS MEASURED PERPENDICULARLY) AND PARALLEL WITH SAID WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 16; IN COOK COUNTY, ILLINOIS.

P. T. No. 16-16-310-011

LOCATION East side of Central Avenue,
opposite Taylor Street
Chicago, Illinois

~~Prepared by~~ ADD MAIL TO

Mr. Martin P. Murphy
Banker, Wenzel & Pratt
55 West Monroe Street
Suite 800
Chicago, Illinois 60603

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