



UTILITY EASEMENT AGREEMENT

Albany Bank and Trust Company, N.A., not personally but as Trustee under Trust Agreement dated April 20, 1995 and known as Trust No. 11-5102 ("Grantor"), in consideration of Ten Dollars and No Cents (\$ 10.00), and other good and valuable consideration receipt of which is hereby acknowledged, hereby gives and grants, subject to the provisions hereof and other easement rights heretofore granted, if any, to Commonwealth Edison Company, an Illinois corporation, and Illinois Bell Telephone Company, an Illinois corporation, d/b/a Ameritech-Illinois ("Utility Companies"), their respective successors, licensees and assigns, a non-exclusive easement for public utility purposes to install electric and telecommunications facilities ("Facilities") in, under and through that utility easement depicted on the Exhibit "A", attached hereto and made a part hereof ("Easement Premises"), which utility easement is located in, under and through that property legally described in the Exhibit "B", attached hereto and made a part hereof ("Property").

Grantor hereby covenants and agrees that no structure shall be installed or constructed over the Utility Companies's Facilities, except for an asphalt parking lot, curbs, landscaping islands and service drive improvements, which Grantor's improvements shall not unreasonable interfere with the rights granted herein to the Utility Companies, and that no change in the grade of the Property over and around said Facilities shall be made without the prior written consent of the Utility Companies.

The Utility Companies shall have the right to operate, maintain, repair, renew, replace and remove their Facilities which shall be used in connection with underground transmission and distribution, but Grantor reserves the right to require the Utility Companies to relocate their Facilities to alternate mutually agreed upon locations (to be shown on a drawing in accordance with (iii) above) on Grantor's Property: provided however, that Grantor shall first: (i) pay to said Utility Companies the costs and expenses to be incurred in connection with such relocation and (ii) Grantor shall execute a new easement agreement, providing for the same terms and conditions provided herein and cause said new easement to be recorded.

Grantor reserves the right to grant additional easements over, upon and under the Easement Premises. However, the Grantor or its grantees shall not exercise their rights so as to create a hazardous situation or to unreasonable interfere with the rights granted to the Utility Companies. In the event Grantor grants easement rights to other utility companies, there shall exist a minimum distance of five (5) feet between the Utility Companies Facilities and any other utility facilities.

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This Agreement is executed by Albany Bank and Trust Company, N.A., not personally, but as Trustee under Trust Agreement dated April 20, 1995 and known as Trust No. 11-5102, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated April 20, 1995 and known as Trust No. 11-5102. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by the Utility Companies and that so far as the said Trustee is concerned, the owner of the indebtedness or liability accruing hereunder shall look solely to the property held in Trust No. 11-5102 for payment of said indebtedness or liability. It is further understood and agreed that the said Trustee merely holds naked legal title to the Property and that under third Agreement the beneficiaries of said Trust No. 11-5102, not the Trustee, assumes responsibility for (1) the management or control of Property, (2) the upkeep, inspection, maintenance or repair of the Property, (3) the collection of rents or the rental of the Property or (4) the conduct of any business which is carried on upon the Property.

(This Document is Continued on the Next Page)

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IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of this 10th day of October, 1997.

ATTEST:

GRANTOR:

Albany Bank and Trust Company
Not individually, but as Trustee
under Trust Agreement dated
April 20, 1995 and known as
Trust No. 11-5102

By: [Signature]

Its: Trust Officer

By: [Signature]

Its: Trust Officer

ATTEST:

GRANTEE:

Illinois Bell Telephone Company
an Illinois corporation, d/b/a
Aircoritech-Illinois

By: [Signature]

Its: Field Agent

By: [Signature]

Its: ENGINEER - RIGHT OF WAY

ATTEST:

GRANTEE:

Commonwealth Edison Company
an Illinois corporation

By: [Signature]

Its: Supt

By: [Signature]

Its: ENGINEER

EXHIBIT "B"

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LOT 1 OF NORTHGATE SHOPPING CENTER SUBDIVISION OF PART OF THE EAST 1/2 OF THE
SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 1 DEGREE 50
MINUTES 41 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, BEING THE EAST LINE OF
ARLINGTON HEIGHTS ROAD, A DISTANCE OF 73.57 FEET; THENCE SOUTH 0 DEGREES 17
MINUTES 45 SECONDS EAST ALONG SAID WEST LINE OF LOT 1, BEING THE EAST LINE OF
ARLINGTON HEIGHTS ROAD, A DISTANCE OF 308.12 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 48 DEGREES 24 MINUTES 05 SECONDS EAST 388.32 FEET; THENCE SOUTH 41
DEGREES 35 MINUTES 55 SECONDS WEST 153.00 FEET TO THE NORTH LINE OF RAND ROAD AS
WIDENED; THENCE NORTH 48 DEGREES 24 MINUTES 05 SECONDS WEST ALONG SAID NORTH LINE
A DISTANCE OF 211.09 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE
NORTH 32 DEGREES 56 MINUTES 05 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 1, BEING
THE NORTH LINE OF RAND ROAD, A DISTANCE OF 37.43 FEET; THENCE NORTH 14 DEGREES 08
MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 1, BEING THE NORTH LINE OF
RAND ROAD, A DISTANCE OF 40.00 FEET TO THE EAST LINE OF ARLINGTON HEIGHTS ROAD
AFORESAID; THENCE NORTH 00 DEGREES 17 MINUTES 45 SECONDS EAST ALONG SAID EAST
LINE OF ARLINGTON HEIGHTS ROAD, BEING THE WEST LINE OF SAID LOT 1, A DISTANCE OF
161.88 FEET TO THE PLACE OF BEGINNING,

ALSO EXCEPTING THAT PART OF LOT 1 DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER
OF SAID LOT 1 THENCE SOUTHWARD ALONG THE WESTERLY LINE OF SAID LOT 1, BEING THE
EASTERLY LINE OF ARLINGTON HEIGHTS ROAD; THENCE SOUTH 1 DEGREE, 50 MINUTES, 41
SECONDS EAST, A DISTANCE OF 73.57 FEET; THENCE SOUTH 00 DEGREES, 17 MINUTES, 45
SECONDS EAST, A DISTANCE OF 470.00 FEET; THENCE SOUTH 13 DEGREES, 57 MINUTES, 59
SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 33 DEGREES, 05 MINUTES, 01
SECOND EAST, A DISTANCE OF 37.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33
DEGREES, 05 MINUTES, 01 SECOND EAST, A DISTANCE OF 7.57 FEET, THENCE
SOUTHEASTERLY ALONG A LINE BEING 50.00 FEET NORTHEASTERLY OF AND PARALLEL WITH
THE CENTER LINE OF RAND ROAD, SOUTH 48 DEGREES, 24 MINUTES, 05 SECONDS EAST A
DISTANCE OF 387.47 FEET; THENCE SOUTH 50 DEGREES 47 MINUTES 20 SECONDS EAST A
DISTANCE OF 48.01 FEET; THENCE NORTH 48 DEGREES, 24 MINUTES, 05 SECONDS WEST, A
DISTANCE OF 444.74 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.