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2000-10-12 11:32:15
Cook County Recorder 39.00



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Resolution No. 29-00

VILLAGE OF ELK GROVE VILLAGE

ANN I. WALSH, VILLAGE CLERK

901 WELLINGTON AVENUE

ELK GROVE VILLAGE, ILLINOIS 60007

Property of Cook County Clerk's Office

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RECORDING FEE 39
DATE 10-12-00 TO 6
OK BY [Signature]

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Village President
CRAIG B. JOHNSON

Village Clerk
ANN I. WALSH

Village Manager
GARY E. PARRIN

Village Trustees
NANCY J. CZARNIK
BART K. DILL
PATTON L. FEICHTER
SAMUEL L. LISSNER
JAMES P. PETRI
CHRIS PROCHNO

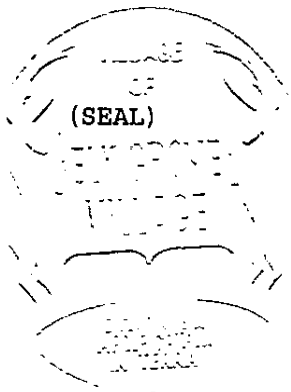
STATE OF ILLINOIS)
)
COUNTIES OF COOK AND DU PAGE) SS

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CERTIFICATE OF CLERK

This is to certify that I, Ann I. Walsh, am the Village Clerk of the Village of Elk Grove Village, Cook and DuPage Counties, Illinois, and as such official am the custodian of the records and seal of said Village; and that the attached is a true and correct original of Resolution No. 29-00, passed by the President and Board of Trustees of said Village at a meeting duly held on the 12th day of September, 2000, which Resolution No. 29-00 was approved by the Village President, all as appears from the official records which are in my custody.

Witness my hand and the official seal of said Village of Elk Grove Village this 11th day of October, 2000.



Ann I. Walsh
Village Clerk of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois



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RESOLUTION NO. 29-00

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN EASEMENT AGREEMENT BETWEEN NORAN COMPANY, 1501 TONNE ROAD AND THE VILLAGE OF ELK GROVE VILLAGE

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Elk Grove Village, Counties of Cook and DuPage, State of Illinois as follows:

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Section 1: That the Village President and Village Clerk be and are hereby authorized to sign the attached documents marked:

GRANT OF EASEMENT

a copy of which is attached hereto and made a part hereof as if fully set forth and the Village Clerk is authorized to attest said documents upon the signature of the Village President.

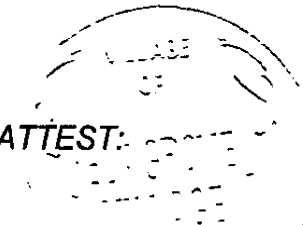
Section 2: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

VOTE: AYES: 6 NAYS: 0 ABSENT: 0

PASSED this: 12th day of September, 2000

APPROVED this: 12th day of September, 2000.

ATTEST:


Ann M. Walsh
Village Clerk



Village President

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GRANT OF EASEMENT

THIS GRANT made this 12th day of September, 2000,

By Noran Company, 1501 Tonne Road, Elk Grove Village, Illinois

(the "Grantor") to the VILLAGE OF ELK GROVE VILLAGE, Cook and DuPage Counties, Illinois, a municipal corporation (the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the owner of tracts of land legally described as:

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THAT PART OF LOT 329 IN CENTEX INDUSTRIAL PARK UNIT 202, BEING A SUBDIVISION IN THE NORTHWEST QUARTER, SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: THE NORTHWEST CORNER OF SAID PARCEL DEFINED BY A 70 FOOT RADIUS TANGENT TO THE WEST PROPERTY LINE AND INTERSECTING THE NORTH PROPERTY LINE OF LOT 329 AS DESCRIBED HEREIN.

WHEREAS, the Grantee is or may become the owner of certain sidewalk located within the northwest corner of said parcel; and,

WHEREAS, the Grantee wishes to obtain, for the benefit of the public, an easement of ingress and egress upon and to, and rights to keep, maintain, construct, improve, repair, replace or remove said item within the northwest corner of said parcel; and,

WHEREAS, the Grantor is willing to grant said easement on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual undertakings, covenants and agreements of the parties hereto, and other valuable consideration, the receipt and sufficiency of which the parties hereto hereby

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stipulate, it is agreed by and between them as follows:

1. GRANT OF EASEMENT: Grantor grants to Grantee for the general use and benefit of the public, a perpetual right and easement to keep, maintain, construct, repair or replace a sidewalk over that portion of Lot 329 as described herein shown as improved on the site drawing attached hereto as Exhibit A and made a part hereof.

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2. RESTRICTIONS ON GRANTEE'S USE OF SURFACE:
Grantee agrees not to disturb the surface of Lot 329 as described herein except as required in the exercise of its rights under this Easement Agreement. Should Grantee disturb the surface of said parcel, Grantee agrees that upon completion of all work, Grantee will reconstruct or repair any improvements which are disturbed and will fill, grade, replant, landscape and take all steps to do all other things as are reasonably necessary to return said parcel, its surface and improvements thereon, to substantially the same condition as that which existed immediately prior to such disturbance.

3. INDEMNITY: Grantee agrees to defend, indemnify and hold Grantor, its agents, employees, successors and assigns harmless from and against all claims, demands, liabilities and expenses, including attorneys' fees and costs, which in any way arise out of or result either directly or indirectly from the exercise, use or enjoyment of any rights or obligations granted Grantee under this Easement Agreement.

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4. RUNNING OF BENEFITS AND BURDENS: The recitals hereinbefore set forth are hereby made a part of this Agreement. All provisions of this Agreement, including the benefits and burdens, are intended to and shall run with the land and are binding upon and inure to the benefit of the successors, assigns and legal representatives of each of the parties hereto.

5. ATTORNEYS' FEES: Either party may enforce this Agreement by appropriate action and, should it prevail in such litigation, it shall recover as part of its costs reasonable attorneys' fees and expenses.

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6. CONSTRUCTION: The rule of strict construction shall not apply to this Grant. This Grant shall be given a reasonable construction so that the intention of the parties is carried out, but in no event shall the right of use extend beyond the area granted herein.

7. NOTICE: Grantor's address is 2503 East Vernon Avenue, Los Angeles, California 90058 and the Grantee's address is 901 Wellington Avenue, Elk Grove Village, Illinois 60007. Either party may give written notice of change of address to the other. All notices shall be sent by U.S. mail to the address provided for in this paragraph, and shall be deemed given when placed in the mail. The affidavit of the person depositing the notice in the U.S. Post Office receptacle shall be evidence of such mailing.

8. RELEASE OF EASEMENT: The Grantee herein may terminate this Agreement by recording a release in recordable form with direction for delivery of same to Grantor at its last address, given pursuant hereto. In such

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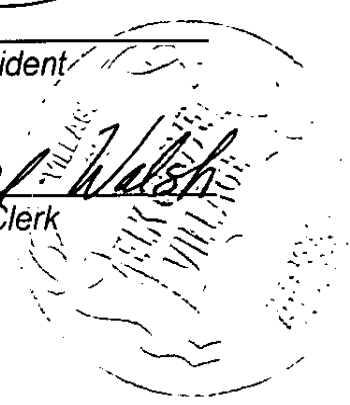
event, the Grantee must (a) restore said parcel to its original condition, (b) continue to indemnify the Grantor from all claims arising out of Grantee's rights and obligations under this Easement Agreement. For convenience the release may run to "the owner or owners and parties in interest" in said parcel.

THE VILLAGE OF ELK GROVE
VILLAGE, a municipal corporation 00796535

By: Donald E. Friese
Donald E. Friese, President

By: [Signature]
President

Attest: Aan Walsh
Village Clerk



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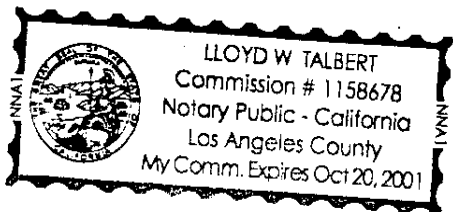
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STATE OF ILLINOIS)
) SS.
COUNTIES OF COOK AND DUPAGE)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Donald E. Friese personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge 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 for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2000.

00796535



[Signature]
Notary Public

STATE OF ILLINOIS)
) SS.

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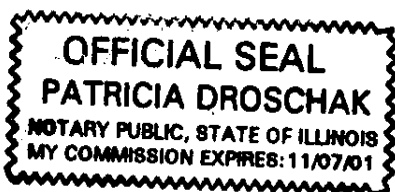
COUNTIES OF COOK AND DUPAGE)


I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Craig B. Johnson, President of the Village of Elk Grove Village, and Ann I. Walsh, Village Clerk of the Village of Elk Grove Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village of Elk Grove Village, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as custodian of the corporate seal of said Village of Elk Grove Village did affix the corporate seal of said Village of Elk Grove Village to said instrument as her own free and voluntary act and as the free and voluntary act of said Village of Elk Grove Village, for the uses and purposes therein set forth.

00796535

GIVEN under my hand and Notarial Seal this 18th day of

September, 2000.




Notary Public

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OFFICIAL SEAL
PATRICIA DROSCIAK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/30/11

