

This instrument prepared
by and after recording
return to:
C. Grant McCorkhill
McBride Baker & Coles
500 West Madison
40th Floor
Chicago, Illinois 60661
Ph. 312-715-5700



the above space intentionally left blank, for recorders use only

**SIDEWALK
EASEMENT AGREEMENT**

THIS SIDEWALK EASEMENT AGREEMENT ("Agreement") is made this 31st day of October, 2000 by Filip Junkovic, individually (hereinafter "Grantor") in favor of The Village of Mount Prospect, an Illinois municipal corporation, duly organized and validly existing under the laws of the State of Illinois, its heirs, successors and assigns (hereinafter collectively referred to as "Grantee").

RECITALS:

A. Grantor is the owner of the real estate ("Easement Parcel") fronting on Wolf Road and Kensington Avenue at the northeast corner thereof, in the Village of Mt. Prospect, County of Cook, State of Illinois (which is legally described on Exhibit A attached hereto and made a part hereof) located, in particular, along the perimeter of the real estate owned by Grantor fronting on Wolf Road and Kensington on the Easement Parcel for the construction, installation of and ongoing maintenance of a sidewalk described below;

B. Grantee is an Illinois municipal corporation chartered by the State of Illinois with certain governing authority over the Easement Parcel;

C. Grantee intends to construct and install a public sidewalk on the Easement Parcel and Grantee requires an easement for the operation, repair and maintenance of the sidewalk to be constructed by Grantee on the Easement Parcel with Grantor's permission; and

D. Grantor desires to declare and grant such permanent public sidewalk easement to Grantee, subject to the terms and conditions hereinafter set forth.

UNOFFICIAL COPY

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, make the grants, agreements, covenants and restrictions as follows:

1. EASEMENT OVER EASEMENT PARCEL.

Grantor, for good and valuable consideration in hand paid, gives and grants to Grantee, its heirs, successors and assigns, as an easement, a non-exclusive, irrevocable and perpetual easement for ingress and egress over, upon and across the Easement Parcel for the purpose of allowing Grantee, its employees, agents, and all of Grantee's heirs, successors and assigns to install, operate, repair and maintain a sidewalk and all necessary accessories and appurtenances in connection therewith. This grant of easement will run with the land.

2. REPAIR AND MAINTENANCE.

Grantee, its heirs, successors and assigns shall perform, at its own cost and expense, as necessary, any installation, maintenance, repair and replacement of said sidewalk and related improvements and Grantee.

3. RESERVATION BY GRANTOR.

Grantor reserves the right to use the Easement Parcel in any manner not inconsistent with the rights granted herein, provided, however, that Grantor shall not: (i) interfere with Grantee's use of the parcel; or (ii) build, construct, erect or place or permit any others to build, construct, erect or place any buildings or improvements over the Easement Parcel without the prior written consent of Grantee.

4. INDEMNITY.

Grantee hereby indemnifies, holds harmless and agrees to defend Grantor and its respective successors and assigns from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees and costs) for injury to person or death or property damage arising out of or resulting from Grantee's use of the Easement Parcel, unless such liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage is caused in whole or in part, whether by active or passive negligence or an error, act or omission, by Grantor, its, heirs, successors and assigns or any other business entity operating its business on the Easement Parcel.

00898697

UNOFFICIAL COPY

5. **COVENANTS RUNNING WITH THE LAND AND BINDING ON SUCCESSORS.**

All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

FILIP JUNKOVIC, individually

WITNESS:

[Handwritten Signature]

FILIP JUNKOVIC

ACCEPTED:

**VILLAGE OF MOUNT PROSPECT
an Illinois municipal corporation**

WITNESS:

[Handwritten Signature]

By: *[Handwritten Signature]*
Its: VILLAGE MGR.



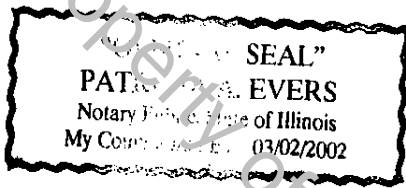
00898697

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid do hereby certify that Filip Junkovic, personally known to me to be the 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 said instrument as his own free and voluntary act for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal this October 10, 2000



Patricia A Evers
NOTARY PUBLIC

My commission expires _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid do hereby certify that Michael E. Jaronis personally known to me to be the Vlg. Mgr. of The Village of Mount Prospect, an Illinois municipal corporation, 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 said instrument and caused the seal of said Village of Mount Prospect to be affixed thereto, as their own free and voluntary act and as the free and voluntary act and deed of said Village of Mount Prospect for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal this ^{November} October 6, 2000

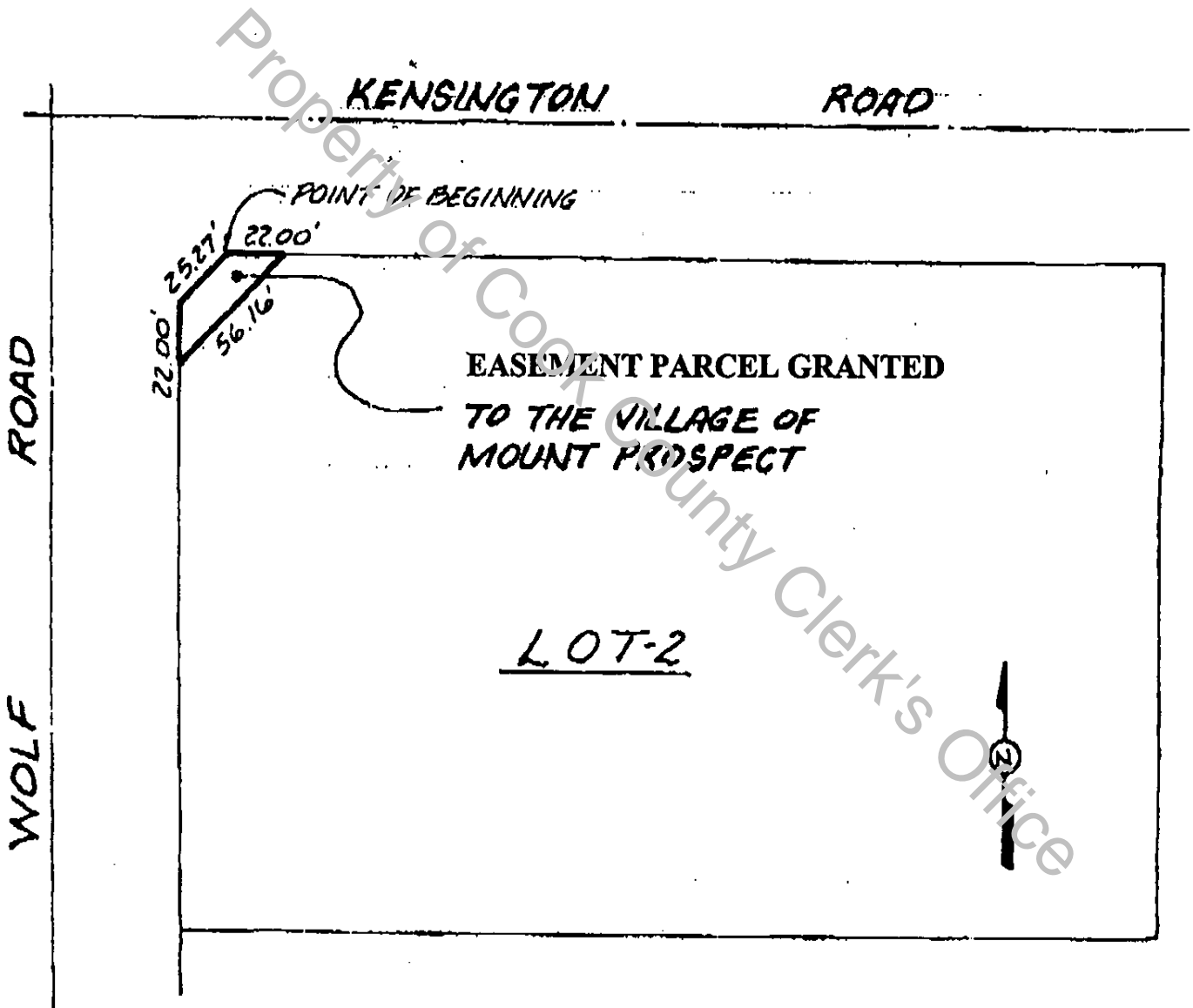


Velma W. Lowe
NOTARY PUBLIC

My commission expires 9-19-04

LEGAL DESCRIPTION OF Easement for THE VILLAGE OF MOUNT PROSPECT

PART OF LOT 2 IN CHARLES SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 42-NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED MARCH 10, 1989 AS DOCUMENT 99230400, DESCRIBED AS BEGINNING AT A NORTHWEST CORNER OF SAID LOT 2 AND RUNNING THENCE SOUTH 89°-11'-43" EAST, ALONG THE NORTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE SOUTH LINE OF KENSINGTON ROAD, 22.00 FEET; THENCE SOUTH 45°-24'-22" WEST, 58.16 FEET, TO THE WEST LINE OF SAID LOT 2, SAID LINE ALSO BEING THE EAST LINE OF WOLF ROAD; THENCE NORTH 0°-00'-00" EAST, ALONG SAID WEST LINE, 22.00 FEET; THENCE NORTH 45°-24'-38" EAST, ALONG THE NORTHWESTERLY LINE OF SAID LOT, 25.27 FEET, MORE OF LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.



00898697