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12-19-00
EXHIBIT

ATTACHED TO

0099M408

DOCUMENT NUMBER

SEE PLAT BOOK

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2014

Property of Cook County Clerk's Office

2014

EXHIBIT ATTACHED

MAIL TO RECORDER'S BOX 324

(NFK)

AGREEMENT AND GRANT OF
SANITARY SEWER EASEMENT

THIS AGREEMENT made and entered into this 30th day of November, 2000, by LaSalle Bank National Association, successor trustee and through AMERICAN NATIONAL BANK & TRUST CO. OF CHICAGO, as Trustee under Trust Agreement Dated December 10, 1997, and known as Trust Number 123662-09 (hereinafter referred to as the "Grantor"), the VILLAGE OF BURR RIDGE (hereinafter referred to as the "Village"), and Highland Fields, LLC, an Illinois Limited Liability Company (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Village desires the construction of sanitary sewer facilities on portions of the property owned by Grantor to accommodate the provision of sanitary sewer services to properties owned by Grantor and others, which properties are currently being annexed to the Village of Burr Ridge pursuant to an "Annexation Agreement - 87th Street Near Stark Drive" dated or about even date herewith (the "Annexation Agreement"); and

WHEREAS, the Village and Developer need proper easements from Grantor for the construction and maintenance of such sanitary sewer facilities and services (hereinafter "Easement");

WHEREAS, such easements will be mutually beneficial to the Grantor and the Village;

RECORDING FEE 75
DATE 12-19-00
P.I. NO. 18-31-303-009

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WHEREAS, Village will cause the construction and maintenance of the improvements in accordance with the terms of the Annexation Agreement, and in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, Grantor agrees to grant a temporary construction easement to Developer, for the purpose of constructing improvements upon a portion of the easements granted herein, which improvements shall, upon completion and acceptance by the Village, be conveyed to the Village.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

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1. **PURPOSE:**

Grantor hereby grants to the Village a perpetual public easement in, upon, over, along, under, across and through those portions of Grantor's property (the Servient Estate) for sanitary sewer purposes, including the operation, construction, installation, maintenance, repair, restoration or improvement of any and all sanitary sewer facilities and appurtenances, legally described on the Plat of Easement attached hereto as Exhibit "A" (hereinafter referred to as the "Easement").

2. **VILLAGE RIGHTS:**

The Village shall, at any time and from time to time, have the right to enter upon the Easement to make openings therein and to excavate beneath the surface for the purpose of installing, constructing, operating, maintaining, replacing, repairing, restoring or improving any such facilities or appurtenances located in, on, up, over, along, under, across or through said Easement.

3. **RESTORATION OF PROPERTY:**

The Village shall, after any excavation or construction within the Easement, fill, level and restore the surface of the ground to substantially the same condition it was in when entered upon by

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the Village, it being agreed by Grantor that said area shall not be planted with any vegetation (other than grass or other groundcover and small shrubbery) or trees. It is further agreed that no work performed by the Village or on its behalf in the Easement area, nor the physical location of the sanitary sewer facilities within the Easement, shall create any liability to the Village for, and the Village shall incur no costs, expenses or liabilities for any negative impact to, any vegetation (other than grass or groundcover) which has roots extending within the Easement area. The Village will also restore existing improvements, such as driveways, walks, sprinkler system, underground utilities, drain tile and fencing, and other improvements which are disturbed by the Village's activities on the Easement.

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4. **USE OF PROPERTY:**

Grantor hereby acknowledges that ownership of, control of, and title to all sanitary sewer mains, all other equipment, appurtenances or facilities which may be used by the Village in connection with the Easement will vest solely in the Village, free and clear of all encumbrances or claims including claims for payment by Grantor, its grantees, successors or assigns.

5. **GRANTOR'S RIGHTS:**

The Grantor reserves the right to use the Easement in a manner consistent with the provisions herein, for all purposes that do not unreasonably interfere with the operation and enjoyment of the Easement herein granted.

6. **TEMPORARY CONSTRUCTION EASEMENT:**

Grantor hereby grants to the Developer a temporary, non-exclusive private easement in, upon, over, along, under, across and through that certain tract of land depicted and described on the Plat of Easement attached hereto as Exhibit A, said private easement designated as "Easement B" on said

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Exhibit, for the purpose of constructing and installing sanitary sewer facilities thereon. The temporary construction easement granted in this paragraph 6 shall expire and terminate on the first day of January, 2002. Developer shall be responsible to restore the premises of the temporary construction easement with respect to any activity by Developer on the temporary construction easement premises, in the same manner and to the same extent as the Village is so obligated with respect to its activities on the Easement premises, as provided in Paragraph 3 of this Agreement.

7. **SUCCESSORS AND ASSIGNS:**

All agreements, covenants and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, successors and assigns.

8. **DEFAULT:**

If at any time any party hereto shall fail to perform any covenant or abide by the provisions of this Agreement required to be performed by it pursuant to this Grant of Easement, then the other parties, shall have all rights and remedies available at law or in equity, including and not limited to the right to specifically enforce such covenant or the right to enjoin such violation after seven (7) days written notice, except in the case of an emergency.

9. **HOLD HARMLESS:**

The Village and Developer shall hold Grantor harmless from any and all claims, losses, fines or damages which shall be caused by them in the exercise of rights granted in this Agreement or by any wrongful or negligent act or omission of it or its agents or employees in the course of their work. The Village and Developer warrants that each has purchased and has in effect appropriate insurance to protect against liability for personal injury or property damage, as well as workers' compensation insurance.

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10. GRANTOR OBLIGATIONS WITH REGARD TO FEES:

Grantor shall be responsible for the payment of all Village tap-in, connection and any other applicable fees under Village Codes or ordinances and recapture costs relative to the Grantor's connection to the sanitary sewer utility and facilities installed in the Easement hereunder, all in accordance with the terms of the Annexation Agreement.

11. NOTICES:

All notices to Grantor shall be directed to Grantor at:

1901 S. Meyers Road, Suite 446
Oak Brook Terrace, IL 60181
Attn: Land Trust Department

with a copy to:

Paul S. Vander Woude
Hlustik, Huizenga, Williams & Vander Woude, Ltd.
20 N. Wacker Dr., Suite 2800
Chicago, IL 60606

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All notices to the Village shall be directed to:

Mr. Steve Stricker, Village Manager
7660 S. County Line Road
Burr Ridge, Illinois 60521

All notices to Developer shall be directed to Developer at;
Highland Fields, LLC
Attn: Mr. Robert Ranquist

Calumet City, Illinois 60409

with a copy to:

This document prepared by:
Mr. David B. Sosin
Sosin and Lawler, Ltd.
11800 S. 75th Avenue
Palos Heights, Illinois 60463

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Notices required hereunder shall be in writing by personal delivery or by United States certified mail, and shall be deemed to have been given upon delivery in the case of personal delivery or upon the date specified by certified mail.

12. **MODIFICATIONS:**

No variations or modifications of the terms of this Agreement shall be binding unless in writing and signed by all of the parties hereto.

13. **PREVAILING LAW:**

This Grant of Easement shall be construed and governed in accordance with the laws of Illinois.

14. **TIME IS OF THE ESSENCE:**

Time is of the essence with respect to this Grant of Easement.

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15. **ENTIRE AGREEMENT:**

This Grant of Easement constitutes the entire Agreement among the parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Grant of Easement as of

this 30th day of November, 2000.

GRANTOR: LaSalle Bank National Association,
successor trustee

AMERICAN NATIONAL BANK &
TRUST CO. OF CHICAGO AS TRUSTEE
UNDER TRUST DATED 12/10/97 A/K/A/
TRUST NUMBER 123662-09 ~~and not persons~~

BY: David Rosenfeld

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

ATTEST:

BY: _____
Its _____
By _____

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

of LaSalle Bank National Association,
successor trustee

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named David Rosenfeld and _____ as Asst. Vice Pres. / Trust Officer of AMERICAN NATIONAL BANK & TRUST, as Trustee under Trust Agreement dated December 10, 1997, and known as Trust 123662-09, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of _____, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this NOV 30 2000 date of _____, 2000.

Commission expires 6-21-03 Christine C Young
Notary Public



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DEVELOPER:

HIGHLAND FIELDS, LLC, an Illinois
Limited Liability Company:

BY: [Signature]
Its [Signature]

ATTEST:
BY: _____
Its _____

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STATE OF ILLINOIS)
)
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Robert Banquist and _____ as Member and _____ of HIGHLAND FIELDS, LLC, an Illinois Limited Liability Company is personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person and acknowledged that they signed and delivered the above certificate as their own free and voluntary act and as the free and voluntary act of said Highland Fields, LLC for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 4th day of December, 2000.

Commission expires _____

Notary Public



