

# UNOFFICIAL COPY

*J. 500*



Doc#: 0331639010  
Eugene "Gene" Moore Fee: \$40.00  
Cook County Recorder of Deeds  
Date: 11/12/2003 10:10 AM Pg: 1 of 9

## EASEMENT AGREEMENT

This document was prepared by and after recording shall be returned to:

Mary K. Connolly  
Storino, Ramello & Durkin  
9501 West Devon Avenue  
Suite 800  
Rosemont, IL 60018

*This space reserved for Recorder's use only.*

KNOWN ALL MEN BY THESE PRESENTS,

that the **Village of Streamwood**, (hereinafter referred to as "Village") for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, conveys and warrants to **Sutton Park Developers, L.L.C.**, an Illinois limited liability company, (hereinafter referred to as "Company"), and its successors and/or assigns, a permanent easement for the purpose of storm water management and wetland mitigation ("Storm Water and Wetland Easement").

Further, Company, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, conveys, and warrants to Village, its successors and/or assigns, a permanent easement for the purpose of maintenance of storm water management and wetland mitigation facilities ("Maintenance Easement").

This grant of Storm Water and Wetland Easement is made by Village and accepted by Company and this grant of the Maintenance Easement is made by Company and accepted by Village under the following terms and conditions:

1. Grant of Easement.

a. Village hereby grants to Company a perpetual, non-exclusive easement on, over, under, through and across that property legally described on "Exhibit A" ("Village Parcel"), attached to and made a part of this Easement Agreement for use as storm water management and wetland mitigation facilities, in accordance with the plans approved as part of the Planned Unit Development Agreement by and between Village and The Harlem Irving Companies, Inc., and for the benefit of the property known as Sutton Park, legally described on Exhibit "B" attached and made a part of this Easement Agreement.

b. Company hereby grants to Village a perpetual, non-exclusive easement, on, over, under, through, and across that property legally described on Exhibit "C" ("Company Parcel"), attached to and made a part of this Easement Agreement, for use as and maintenance of storm water management and wetland mitigation facilities for the benefit of the Village Parcel.

c. Company further grants to Village, its officers, agents, representatives, employees, successors, and/or assigns, the right, privilege, and authority to enter upon the Company Parcel, either by vehicle or on foot, to survey, inspect, test, patrol, operate, maintain, repair, construct, and reconstruct the storm

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water management and wetland mitigation facilities located on the Company Parcel. Village shall provide Company with written notice prior to entry or conduct of work upon the Company Parcel.

2. Repair and Maintenance. Village shall be solely responsible for the maintenance of the Village and Company Parcels and all costs expended by Village for said maintenance of the Company Parcel shall be fully reimbursed to Village by levy of a special service area tax pursuant to an existing special service area, if applicable, or a special service area to be created and established for such purpose. Notwithstanding the foregoing, the Village, or its designees, shall upon completion of the work upon the Company Parcel authorized by this grant, restore the surface of the Company Parcel to the same or better condition than existing prior to the beginning of the work.

3. Reservations. Village with respect to the Village Parcel and Company with respect to the Company Parcel hereby reserve the right (a) to locate other utilities in their respective easement premises subject to the written approval of the grantee, which approval shall not be unreasonably withheld; (b) to use the surface area of their respective easement premises for any purpose whatsoever, other than construction of a building on said easement premises, so long as such use does not materially interfere with grantee's right to use the easement premises for the purposes set forth in this Easement Agreement; and (c) in the sole discretion of grantor to relocate, at grantor's expense, such storm water management and wetland mitigation facilities from their easement premises (if such facilities are relocated, grantor will grant to grantee a new easement substituting a new easement premises to which the storm water management and wetland mitigation facilities are relocated, and grantee will release the existing easement in writing, subject to the necessary governmental approvals of the new easement premises for storm water management and wetland mitigation purposes).

4. Release of Easement. In the event either grantee, their successors and assigns, shall abandon or no longer require the use of all or any part of their respective easement rights herein granted, the part no longer required shall automatically revert to grantor, and grantee shall release in writing such easement rights which grantee shall no longer require, upon the written request of grantor.

5. Indemnity.

a. Company hereby expressly agrees to defend, hold harmless and indemnify Village, its successors, assigns, officers, trustees, agents, and employees from and against any and all claims, costs, damages, expenses, judgments and liability resulting from the negligent use of the Village Parcel for storm water management and wetland mitigation purposes.

b. Village hereby expressly agrees to defend, hold harmless, and indemnify Company, its successors, assigns, officers, directors, agents, and employees from and against any and all claims, costs, damages, expenses, judgments, and liability resulting from (i) failure to properly maintain the storm water management and wetland mitigation facilities on the Village and Company Parcels, (ii) the negligence of Village, its agents, and contractors in the use and occupation of the premises, including injury or death to person or damage to property, and (iii) any breach of this Easement Agreement by the Village.

6. Binding on Successors. This Easement Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Entire Agreement. This Agreement contains the entire agreement between the parties related to the rights granted herein and the obligations here assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect, and modifications to this Agreement must be in writing and must be signed by the parties to this Agreement.

8. Governing Law. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

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9. Notices. All notices and demands hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent postage prepaid by registered or certified mail, return receipt requested, at such time as delivery is actually received or refused, addressed as follows:

If to Village: Village of Streamwood  
301 East Irving Park Road  
Streamwood, Illinois 60107-3000  
Attention: Village Manager

with a copy to: Storino, Ramello & Durkin  
9501 West Devon, 8<sup>th</sup> Floor  
Rosemont, Illinois 60018  
Attention: Mary K. Connolly, Esq.

If to Company: Sutton Park, L.L.C.  
4104 North Harlem Avenue  
Chicago, Illinois 60634-1298  
Attention: Rick Filler, Director of Development and  
Joel Resnick, Esq.

with a copy to: Quarles & Brady, LLC  
500 West Madison Street  
Suite 3700  
Chicago, Illinois 60661  
Attention: H. James Fox, Esq. and  
Robert L. Gamrath III, Esq.

or to such other address as any party may from time to time designate in written notice to the other parties.

10. Attorneys' Fees. This Agreement may be enforced in an appropriate action brought by either party and the prevailing party shall recover as part of its costs all reasonable attorneys' fees.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which, taken together, shall constitute one and the same Agreement.

[Signature Page Follows]

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Dated this 15<sup>th</sup> day of OCTOBER, 2003.

IN WITNESS WHEREOF, the parties hereto have caused this Permanent Easement to be executed on the date written above.

GRANTOR: VILLAGE OF STREAMWOOD

By: *Billie D. Roth*  
Billie D. Roth  
Its: Village President

ATTEST:

By: *Elizabeth M. Misicka*  
Kittie Kopitke  
Its: Village Clerk DEPUTY

ACCEPTED this 28<sup>th</sup> day of October, 2003.

GRANTEE: SUTTON PARK <sup>DEVELOPERS,</sup> L.L.C.  
By: THE HARLEM IRVING COMPANIES, INC.  
Its: Managing Member

By: *Donald W. Bailey*  
Donald W. Bailey  
Its: Vice President

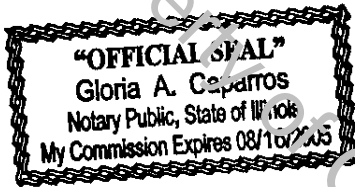
Property of COOK County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that BILLIE D. ROTH, President of the **Village of Streamwood**, and ELIZABETH M. MISICKA, DEPUTY, Village Clerk of said Village, whose name are subscribed to the foregoing instrument as such President and Village Clerk, 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 as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the said Village clerk, as custodian of the corporate seal of said Village, then and there did affix the corporate seal of said Village to said instrument, as her own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15<sup>th</sup> day of OCTOBER, 2003.



Gloria A. Ceparros  
Notary Public  
Commission Expires: AUGUST 16, 2005

Cook County Clerk's Office

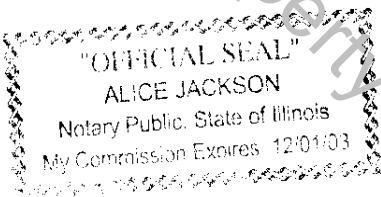
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

*Developer*

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Donald W. Bailey**, personally known to me to be the Vice President of **The Harlem Irving Companies, Inc.**, managing member of **Sutton Park, L.L.C.**, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument on behalf of Sutton Park, L.L.C. in his capacity as Vice President for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 20<sup>th</sup> day of OCTOBER, 2003.



*Alice Jackson*  
\_\_\_\_\_  
Notary Public

My commission expires: 12-01-03

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## EXHIBIT "A"

### VILLAGE PARCEL LEGAL DESCRIPTION

LOT 1 IN THE OAK RIDGE TRAIL UNIT FOUR SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE S. W.  $\frac{1}{4}$  SECTION OF SECTION 22 AND THE N. W.  $\frac{1}{4}$  SECTION OF SECTION 27, BOTH IN TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

PIN: 06-22-304-005-0000

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EXHIBIT "B"

## LEGAL DESCRIPTION OF PROPERTY KNOWN AS SUTTON PARK

LOTS 1-10, INCLUSIVE, OF THE SUTTON PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 22, AND PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PIN: 06-22-302-006  
06-22-302-009  
06-27-100-007  
06-27-100-008

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## EXHIBIT "C"

### LEGAL DESCRIPTION OF COMPANY PARCEL

LOT 1 OF THE SUTTON PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 22, AND PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PIN: 06-22-302-009 (PT.)

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