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Doc#: 0401619183
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 01/16/2004 04:02 PM Pg: 1 of 6

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made and entered into this 3RD day of DECEMBER, 2003, by and between the City of Elgin, an Illinois municipal corporation, (hereinafter referred to as the "City"), and DAVID S. HEMMER, AS TRUSTEE UNDER THE DAVID S. HEMMER DECLARATION OF TRUST DATED MARCH 8, 1995; as to an undivided one-half interest and PAULA HEMMER AS TRUSTEE UNDER THE PAULA HEMMER DECLARATION OF TRUST DATED MARCH 8, 1995 (hereinafter referred to as the "Grantors").

WITNESSETH

WHEREAS, Grantors own the real property legally described on Exhibit A attached hereto in Cook County, Illinois; and

WHEREAS, the City of Elgin desires to obtain an easement from Grantors for the purpose of installing, constructing, operating, using, maintaining, locating, upgrading, repairing, replacing or removing a public sidewalk over a portion of the property owned by Grantors; and

WHEREAS, Grantors have agreed to grant such an easement for such purposes pursuant to the terms and conditions of this easement agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid to Grantors, and other good and valuable consideration, the receipt and sufficiency of which is hereby

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acknowledged, the parties hereto agree as follows:

1. That Grantors, being the owners of the property referenced herein, do hereby grant to the City of Elgin, an Illinois municipal corporation, a permanent and exclusive easement to install, construct, operate, use, maintain, locate, upgrade, repair, service, remove or replace a public sidewalk, and other appurtenances relative to a public sidewalk in that parcel of land located on the property of the Grantors legally described in Exhibit A attached hereto (hereinafter referred to as the "Easement Premises").

2. That following the exercise by the City of any easement rights granted herein, the City shall promptly repair and restore the Easement Premises to the same condition as existed immediately prior to the existence of such rights as is reasonably practicable and shall leave the Easement Premises, and surrounding premises free from debris.

3. That the City for itself, its agents and independent contractors, hereby agrees to indemnify and hold Grantors, their agents, employees and officials and their successors harmless from third party claims for personal injuries or property damage arising as a result of the City's work in the Easement Premises during construction or during any subsequent maintenance or repair thereof. The City further agrees to indemnify and hold harmless Grantors from any and all liens placed against the Easement Premises arising from said construction activities.

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4. That the Grantors and their successors shall not construct any structures or buildings nor plant any trees on the Easement Premises nor undertake any other activities on the Easement Premises which unreasonably interfere with the City's intended use of the Easement Premises.

5. That no amendment, revision or modification hereof shall be effective unless it is in writing and signed by all parties hereto.

6. That this agreement constitutes the entire agreement between the parties and is intended as a complete and exclusive statement of the terms of the parties agreement, and it supersedes all prior and concurrent promises, representations, proposals, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

7. That this agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

8. That it is understood and agreed that the City may utilize the services of third party contractors, employees or other agents to perform work in the Easement Premises.

9. That the Grantors hereby represent and warrant to the City that they are the fee simple title holders of the Easement Premises and that it has the full power and authority to enter into and make the grant of easement as provided herein.

10. That this agreement shall be binding on the parties hereto, their successors and permitted assigns and shall run with the land.

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11. That this agreement shall be recorded by the City at the City's cost with the Cook County Recorder.

IN WITNESS WHEREOF, the parties have entered into and executed this Easement Agreement on the date and year first written above.

CITY OF ELGIN, an Illinois municipal corporation

DAVID S. HEMMER AS TRUSTEE UNDER THE DAVID S. HEMMER DECLARATION OF TRUST DATED MARCH 8, 1995; AND PAUL HEMMER AS TRUSTEE UNDER THE PAUL HEMMER DECLARATION OF TRUST DATED MARCH 8, 1995

By *Edward Schock*
Mayor

By *David S. Hemmer*
David S. Hemmer

By *Paula Hemmer*
Paula Hemmer

Attest:
Dolores Mecum
City Clerk

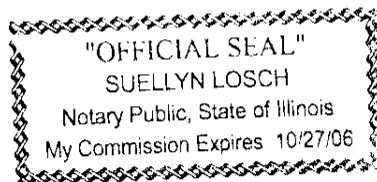
Attest:

STATE OF ILLINOIS)
) SS.
COUNTY OF K A N E)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Ed Schock, Mayor, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act of the uses and purposes therein set forth.

Given under my hand an official seal, this 30 day of DECEMBER, 2003.

Suellyn Losch
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF K A N E)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that David S. Hemmer and Paul Hemmer, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act of the uses and purposes therein set forth.

Given under my hand an official seal, this 17th day of October, 2003.

Natalie M Stubner

Notary Public

OFFICIAL SEAL
NATALIE M STUBNER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/26/08

This Instrument Prepared by
and Return to:
William A. Cogley
City of Elgin
Legal Department
150 Dexter Court
Elgin IL 60120-5555

F:\Legal Dept\Agreement\LaSalle Bank (Hemmer) Easement-Summit St.wpd

Prepared by Cook County Clerk's Office

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EXHIBIT A

PARCEL 005

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LANDS DESCRIBED IN DOCUMENT #08044333, AS RECORDED NOVEMBER 19, 1998 IN COOK COUNTY, ILLINOIS; THENCE SOUTH 89° 55' 31" EAST, 180.00 FEET ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN DOCUMENT #08044333 (SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE #58); THENCE SOUTH 0° 04' 29" WEST, 9.00 FEET; THENCE NORTH 89° 55' 31" WEST, 180.25 FEET TO A POINT ON THE WESTERLY LINE ON SAID LANDS DESCRIBED IN DOCUMENT #08044333; THENCE NORTH 1° 41' 44" EAST, 9.00 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING. ALL CONTAINING 0.0372 ACRES, MORE OR LESS, IN THE CITY OF ELGIN, COOK COUNTY, ILLINOIS.

PART OF PERMANENT INDEX NO. 06-07-302-064-0000

Property of Cook County Clerk's Office