Prepared by: Klein Thorpe & Jenkins, Ltd. 20 North Wacker Drive **Suite 1660** Chicago, IL 60606 Evertte M. Hill, Atty



Doc#: 0424439085

Eugene "Gene" Moore Fee: \$46.00 Cook County Recorder of Deeds Date: 08/31/2004 02:49 PM Pg: 1 of 12

[Above space for Recorder's Office]

COOK COUNTY, ILLINOIS

RECORDING COVER SHEET

INDEMNIFICATION AND HOLD HARMLESS **AGREEMENT**

P.I.N.'S:

04-14-400-022, 04-14-400-023, 04-14-404-001,

04-14-404-002, 04-14-405-001, 04-14-405-002,

04-14-405-003, 04-14-406-001, 04-14-408-002,

04-14-406-003, 04-14-406-004, 04-14-407-017,

and 04-24-200-065

ADDRESS:

2100 Sunset Ridge Road

After recording return to: RECORDER'S BOX 324

[PB]

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UNOFFICIAL COPY



I, Mark J. Morien, duly appointed Village Cie k of the Village of Northfield, Cook County, Illinois do hereby certify that the attached is a true and complete original Indemnification and Hold Harmless Agreement to be recorded and attached to the following address:

2100 Sunset Ridge Road, Northfield, Illinois, Real Estate Index Numbers 04-14-400-022, 04-14-400-023, 04-14-404-001, 04-14-404-002, 04-14-405-001 04-14-405-002, 04-14-405-003, 04-14-406-001, 04-14-406-002, 04-14-406-003, 04-14-406-004, 04-14-407-017, 04-24-200-065-0000

SEAL Seal

MANK J. Florein

Mark J. Morien, Village Clerk

MJM:ms 8-24-04

Village of Northfield ● 361 Happ Road ● Northfield, Illinois 60093-3482 ● Phone (847) 446-9200 ● Fax: (847) 446-4670

recycled paper !

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UNOFFICIAL COPY #134

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ("Agreement") is made as of this <u>20</u> day of January, 2004, by and between the Village of Northfield, a municipal corporation ("Indemnitee") and Sunset Ridge Country Club, an Illinois corporation ("Indemnitor").

WITNESSETH

WHEREAS, Indemnitee and Indemnitor have heretofore entered into that certain Annexation Agreement ("Annexation Agreement"), pursuant to which Indemnitor annexed the property owned by it and legally described on Exhibit A (the "Property") to the Village of Northfield; and

WHEREAS, Indemnitor requires a permit from the Metropolitan Water Reclamation District ("MWRD") in connection with the re-routing of sanitary sewer service lines servicing the Property; and

WHEREAS, Indemnite: has co-signed with Indemnitor on the MWRD permit application in order to expedite the oe mit process to commence such work; and

WHEREAS, MWRD now requires Indemnitor to convey to Indemnitee that portion of the existing sanitary sewer line which extends from the east line of Indemnitor's property and runs under and across Sunset Ridge Road right of way to tie into the MWRD interceptor, as depicted on Exhibit B attached hereto (the "Right of Way Line"); and

WHEREAS, Indemnitee has agreed to accept ownership of the Right of Way Line, pursuant to a Bill of Sale substantially in the form of Exlibit C attached hereto, provided that Indemnitor indemnify and hold Indemnitee harmless subject to the terms and conditions contained therein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Indemnitor and Indemnitee hereby agree as follows:

- 1. Recitals. The foregoing recitals are hereby incorporated as if fully re-written.
- Line to Indemnitee, Indemnitor shall retain in perpetuity all responsibility, at its sole cost and expense, for the maintenance, repair and replacement of said Right of Way Line. Indemnitor shall perform, at its sole cost and expense, any maintenance, repair and replacement of said Right of Way Line as and when Indemnitor determines such maintenance, repair or replacement is necessary; provided, however, that if, in the reasonable opinion of Indemnitee, Indemnitor fails to properly maintain, repair or replace said Right of Way Line on a timely basis, and such failure may adversely impact Indemnitee or residents of Indemnitee, then Indemnitee, upon not less than five days' written notice to Indemnitor, shall have the right to perform, at the sole cost and expense of Indemnitor, such maintenance, repair or replacement to the sanitary sewer line as

Indemnitee deems reasonably necessary. In such event, Indemnitee shall perform such maintenance, repair and replacement and Indemnitor shall reimburse Indemnitee for all costs and expense incurred by Indemnitee in performing such maintenance, repairs and replacements.

- its officers, employees and agents, harmless from and against any and all losses, claims, damages, liabilities, penalties, causes of action, expenses, and the like (including, without limitation, attorneys' fees incurred in connection therewith) arising out of, or in any way relating to, the Right of Way Line, including its tie-in to the MWRD interceptor and any work, actions or inactions performed or not performed thereunder, including, without limitation, the actions or inactions of any contractors, subcontractors, agents or employees of Indemnitor. Indemnitor, at its own expense, will assume complete responsibility for and contest, defend or litigate to the extent Indemnitor deems reasonably necessary (and with counsel acceptable to Indemnitee) any claim, proceeding or kingation brought by MWRD or any other party that could give rise to a claim for indemnification under this agreement, and Indemnitees shall have the right, but not the obligation, to participate in any such audit, claim, proceeding or litigation at their own expense (including, without limitation, the payment of reasonable legal fees and costs) if Indemnitees so desire.
- 4. <u>Indemnification Here in ler Not Exclusive</u>. The indemnification provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may be entitled.
- 5. <u>Notice of Claim</u>. Indemnitees shall, as a condition precedent to their right to be indemnified under this Agreement, give to Indemnitor notice in writing as soon as practicable of any claim, potential claim, or event made against Indemnitee for which indemnity will or could be sought under this Agreement.
- 6. <u>Interest</u>. Any amount due to Indemnitee he conder not paid by Indemnitor within thirty (30) days after a final determination that such amount is due shall bear interest at the prime rate then in effect as quoted in the <u>Wall Street Journal</u>.
- 7. Enforcement Costs. In the event that Indemnitee incur any reasonable costs (including reasonable attorneys' fees and court costs) to collect or enforce Indemnitor's obligations hereunder, the Indemnitor, on demand by Indemnitee, immediately shall reimburse Indemnitees therefor.
- 8. <u>Saving Clause</u>. If this Agreement or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, Indemnitor shall nevertheless indemnify Indemnitee as to expenses, judgments, fines and penalties with respect to any Proceeding to the full extent permitted by any applicable portion of this Agreement that shall not have been invalidated by such court.
- 9. Notices. Any notice which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given: (A) if and when personally delivered; (B) upon receipt if sent by a nationally recognized overnight courier addressed to a party at its address set forth below; or (C) on the third (3rd) business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a

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party at its last known address, or at such other place as such party may have designated for itself by notice in writing in accordance herewith.

- 10. <u>Binding Nature</u>; <u>Assignment</u>. This Agreement shall be binding upon and inure to the benefit of each party's respective heirs, personal representatives, successors, and permitted assigns. No assignment hereof shall be valid without the written consent of the other party. No third party may rely on this Agreement or assert any claim against Indemnitor under this Agreement, by subrogation or otherwise.
- This Agreement shall be governed by and interpreted in Interpretation. 11. accordance with the laws of the State of Illinois. Indemnitor hereby consents to the jurisdiction of County Clerk's Office of any state or federal court located within Cook County, Illinois.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

INDEMNITOR:

INDEMNITEE:

SUNSET RIDGE COUNTRY CLUB, an

Illinois corporation

THE VILLAGE OF NORTHFIELD, a

municipal corporation

Denty Of Cook County Clerk's Office

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOT 6 IN COUNTY CLERK'S DIVISION OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, DESCRIBED AS THAT PART OF THE NORTHEAST QUARTER OF AFORESAID SECTION 14 DESCRIBED AS FOLLOWS:

BEGINNING 10 RODS NORTH OF THE CENTER SECTION 14; THENCE EAST 40 RODS; THENCE NORTH, 40 RODS; THENCE WEST, 40 RODS; THENCE SOUTH, 40 RODS TO THE PLACE OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 9 (EXCEPT THE EAST 293.00 FEET) IN THE COUNTY CLERK=S DIVISION OF AFORES ID SECTION 14; ALSO, DESCRIBED AS THE SOUTH 10 ACRES OF THE NORTHEAS (QUARTER OF AFORESAID SECTION 14 (EXCEPT THE EAST 293.00 FEET).

PARCEL 3:

LOT 15 IN COUNTY CLERK'S DIVISION OF AFORESAID SECTION 14; ALSO DESCRIBED AS THE NOF.(TH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 14 AND THE WEST 5 ACRES OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 14.

PARCEL 4:

LOT 17 IN COUNTY CLERK'S DIVISION OF AFORESAID SECTION 14; ALSO, DESCRIBED AS THE SOUTH 20 ACRES OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 14.

PARCEL 5:

LOTS 18, 19, 20, 21 AND 22 IN THE COUNTY CLER ('S DIVISION OF AFORESAID SECTION 14; ALSO, DESCRIBED AS THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 14.

PARCEL 6:

LOT 23 IN THE COUNTY CLERK'S DIVISION OF AFORESAID SECTION 14; ALSO, DESCRIBED AS THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 14.

PARCEL 7:

LOTS 1 TO 4, INCLUSIVE, LOTS 5 TO 8, INCLUSIVE, AND LOTS 9 AND 10, IN S. H. PUTMAN JUNIOR'S SUBDIVISION OF PARTS OF LOTS 26 AND 27, IN COUNTY CLERK'S DIVISION OF SECTION 14, IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF THE EAST QUARTER OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF AFORESAID EAST QUARTER; THENCE EAST IN THE AFORESAID NORTH LINE OF AFORESAID SOUTH HALF OF THE SOUTH HALF, A DISTANCE OF 80.00 FEET TO A POINT; THENCE SOUTHWESTERLY, A DISTANCE OF 112.97 FEET TO A POINT IN THE WEST LINE OF AFORESAID EAST QUARTER THAT IS 80.00 FEET SOUTH OF THE POINT OF

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UNOFFICIAL COPY MARKET



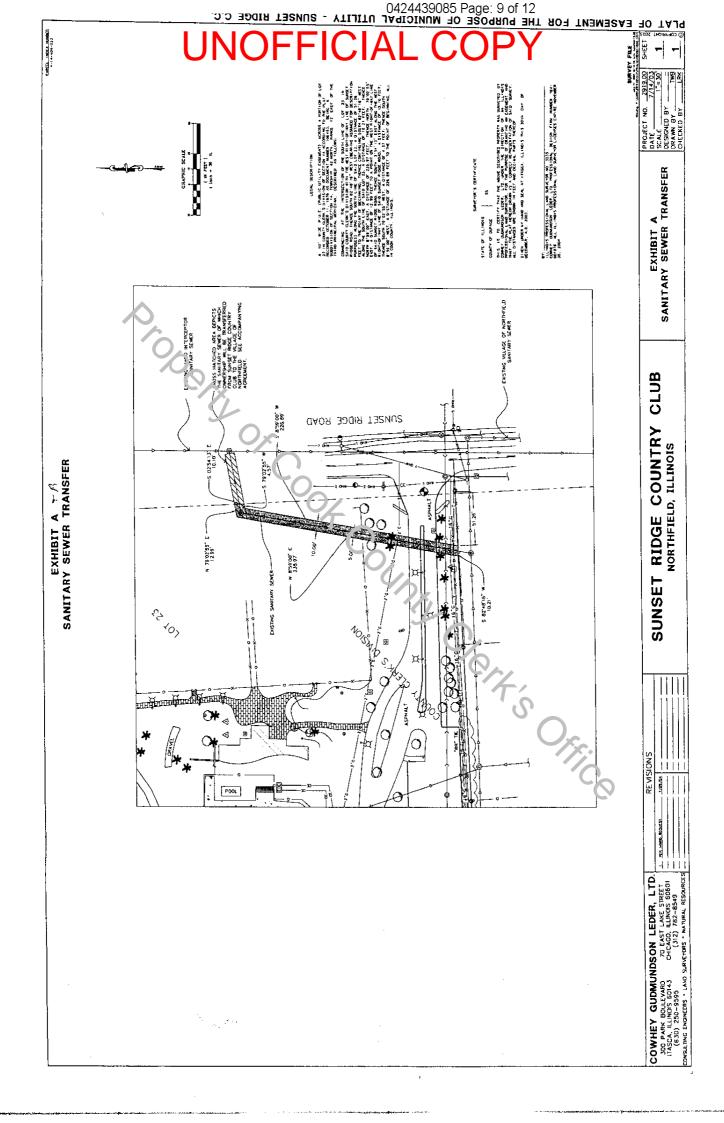
BEGINNING; THENCE NORTH IN THE WEST LINE OF AFORESAID EAST QUARTER. A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

AND ALSO:

THAT PORTION OF SUNSET RIDGE ROAD LYING EASTERLY OF PARCELS 4, 5 AND 6, NOT PREVIOUSLY ANNEXED TO THE VILLAGE O NORTHFIELD, COOK COUNTY, ILLINOIS.

REAL ESTATE INDEX NUMBERS 04-14-400-022, 04-14-400-023, 04-14-404-001, . 04-14-404-002, 04-14-405-001, 04-14-405-002, 04-14-405-003, 04-14-406-001, 04-14-406-002, 04-14-406-003, 04-14-406-004, 04-14-407-017 and 04-14-400-021





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UNOFFICIAL COPY EXHIBIT.

BILL OF SALE

(Corporate)

SUNSET RIDGE COUNTRY CLUB, a not-for-profit corporation organized and existing under and by virtue of the laws of the State of Illinois ("Grantor") whose address is 2100 Sunset Ridge Road, Northfield, Illinois, 60093, in consideration of Ten and 0/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, transfer, convey, quit claim and set over to the VILLAGE OF NORTHFIELD, a municipal corporation ("Grantee"), whose address is 361 Happ Road, Northfield, Illinois, 60093, the following described property, to wit:

All of Grantor's right, title and interest, if any, in and to the existing manhole located on Grantor's property and the existing sanitary sewer line which extends from said manhole and runs east therefrom under and across Sunset Ridge Road right of way to tie into the Nietropolitan Water Reclamation District sanitary sewer interceptor, as depicted by cross-halch on Exhibit A attached hereto and incorporated herein;

GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LINITATION, WARRANTIES OF CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, this Bill of Sale is executed effective as of the ______ day of January, 2004.

SUNSET RIDGE COUNTRY CLUB, an Illinois not-for-profit conformation

By:_

Name:

Name:____

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EXHIBIT _______

STATE OF ILLINOIS)) gg.
COUNTY OF) SS:)
I, the undersigned, a Notary HEREBY CERTIFY that PARSI OBJECT not-for-profit corporation organized Illinois, personally known to me to be instrument as such and acknowledged that he/she signed voluntary act and as the free and voluntary act and acknowledged that he/she signed voluntary act and as the free and voluntary act and acknowledged that he/she signed voluntary act account the acknowledged that he/she signed voluntary act account the account t	Public in and for said County, in the State aforesaid, DO Peter T- Cynus the of Sunset Ridge Country Club, a and existing under and by virtue of the laws of the State of be the same person whose name is subscribed to the foregoing Cynus appeared before me this day in person and and delivered the said instrument as his/her own free and intary act of said corporation. Itarial Seal this day of Usig 2004. Notary Public My Commission expires: OFFICIAL SEAL* DONATO T. BARONE DONATO T. BARONE OWNESSON EXPRES 08/03/05
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