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Eugene "Gene" Moore Fee: \$36.00  
Cook County Recorder of Deeds  
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**This Document Prepared by  
and after Recording Return To:**  
Mark Burkland  
Holland & Knight LLP  
131 South Dearborn, 30<sup>th</sup> Floor  
Chicago, IL 60603

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## TICOR TITLE INSURANCE COMPANY

**ORDER NUMBER:** 2000 000545613 OC  
**STREET ADDRESS:** 3321 W. 38TH PLACE  
**CITY:** CHICAGO **COUNTY:** COOK COUNTY  
**TAX NUMBER:** 16-35-413-016-0000

**LEGAL DESCRIPTION:**

LOT 101 IN BARTLEY'S 38TH STREET ADDITION, BEING A SUBDIVISION OF BLOCK 15 AND LOT 1 IN BLOCK 14 IN J.R. REE'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36 AND THAT PART LYING SOUTH OF ILLINOIS AND MICHIGAN CANAL OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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4. Use of Easement. The Village shall have the right to use the Easement at any reasonable or necessary times; provided, however, such use of the Easement shall not unreasonably interfere with the Park District's use of the Easement Premises.
5. Restoration. The Village warrants that the construction, installation, extension, use, maintenance, operation, repair, and removal of the Easement shall be done in a good and workmanlike manner and that, promptly upon completion, the Easement Premises (including any improvements now or hereafter located thereon) disturbed by the work described above will be restored by the Village to its reasonable original condition, including without limitation, restoration of landscaping and paving.
6. Continued Use. The Park District will be permitted by the Village continued use of the land surfaces within the Easement Premises for recreational activities, as well as the maintenance and improvement activities required to sustain such public use, but shall not use the Easement Premises in any manner that conflicts with the Easement.
7. Indemnification. As a condition of the rights granted to it by this Agreement, the Village shall hold harmless, indemnify, and defend the Park District, its commissioners, officers, agents, attorneys, employees, contractors, successors, and assigns, from and against any and all losses, expenses, claims, costs, causes, actions, litigation costs, attorney fees, suits, and damages relating to personal or bodily injuries, death, or damages or injuries to property arising from, occurring, growing out of, incident to, relating to, or resulting directly or indirectly from the actions of the Village and/or its employees and agents in relation to the Easement.
8. No Impairment. The Park District shall not use or grant others the right to use the Easement Premises in a manner which would interfere with the exercise by the Village of the rights granted herein without the express prior written consent of the Village Manager of the Village. Additionally, the Park District shall not build, construct, erect, or place or grant others the right to build, construct, erect, or place, any building, railroad tracks, improvements, obstructions, or anything else whatsoever over the Easement Premises that would impair the exercise by the Village of the rights granted herein without the express prior written consent of the Village Manager of the Village.
9. Covenants Running with the Land. The Easement and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights,

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restrictions, agreements and covenants running with the land, shall be recorded against the Easement Premises, and shall be binding upon and inure to the benefit of the Park District and the Village and their respective mortgagees, lessees, heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, or any portion thereof, and all persons claiming under them.

10. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provision hereof. This Agreement may be executed in two or more counterparts, all of which taken together shall constitute a single instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.





