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Des promors, FL

Doc#: 0512611137 Eugene "Gene" Moore Fee: \$50.00

Cook County Recorder of Deeds Date: 05/06/2005 03:05 PM Pg: 1 of 3

GRANT OF LICENSE AGREEMENT

This Agreement made this 15th day of February 2005, by and between the Des Plaines Park District, owner of Des Plaines Manor Park (included in the real property description below) described herein, (hereinafter referred to a "Grantor(s)") and the City of Des Plaines (hereinafter referred to as "Grantee"), witnesseth:

WITNESSETH:

That Grantor(s), hereby acknowledged, grants and conveys for the duration of the following work, unto Grantee, its successors and assigns, a license agreement with the full and free right and authority to enter, together with full rights of ingress and egress, to construct, operate, maintain and inspect the 72" Diameter Storm Sewer, located within the following described parcel of real property shown on the drawing marked Exhibit A, attached hereto and made a part hereof, the real property being described as follows: ("property")

Starting at the Northwest come of Lot 1 in Golf Terrace, Unit No. 1 resubdivision, proceed 143. 83' S 90 E. From this prior point continue 15' S 40 E to the point of beginning (POB) of the permanent storm sewer easement. From the POB of the permanent storm sewer easement proceed 195' N 45 E. From this prior point proceed 15' S 15 E. From this prior point proceed 195' S 45 W. Finally, continue 15' N 40 % to the POB. This permanent storm sewer easement and the property surrounding it are all located in Section 18 in Township 41 North, Range 12 East of the Third Principal Meridian located in Cook County, Illinois.

P.I.N 09-18-303-011

Commonly know as: Des Plaines Manor Park

This grant is made by Grantor(s) and accepted by Grantee under the following terms and conditions:

- The Grantor(s), heirs, assigns and lessees, shall have the right to utilize and enjoy the above-described premises providing the use shall not unreasonably interfere with the construction, maintenance, inspection and operation, of the 72" Diameter Sorm Sewer and providing further that the Grantor(s), heirs, assigns and lessees shall not erect or place any structure or tree on the above-described premises and Grantee shall not be liable for their removal if they are so placed.
- Grantee, upon completion of construction, maintenance, inspections and operations shall restore the property to the condition which existed prior to said construction, maintenance, inspections and operations.
- The authority hereby granted to Grantee is not assignable or transferable. This grant shall automatically terminate, without any further action by Grantor or Grantee, in the event Grantee abandons or ceases use of the easement area for the purposes set forth herein. In the event of such termination, Grantee shall restore the property to the condition which existed

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prior to construction, including removal of any and all underground and above ground piping, storm sewers and drainage structures.

- 4. Grantee is responsible for the maintenance of the 72" Diameter Storm Sewer and appurtenant structures on the property.
- Grantee shall hold harmless, defend and indemnify the Grantor from and 5. against any and all claims, losses, causes of action or damages (including payment of reasonable attorneys fees) suffered by the Grantor, its successors and or assigns, arising from or related to any breach of this easement agreement or any act or omission of Grantee, its licensees, agents or employees. In the event this Grant prevents or interferes with Grantor's current use or intended future development of the Property or Grantor's ability to comply with any State or Federal or local law or Ordinance or Regulation, then in that event, Grantee shall relocate or replace its equipment at Grantee's expense, and in the event of a relocation, the new easement area shall be mutually agreed upon if it is to be located within or on property owned or managed by the Grantor.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first here in above written

> John P. Hecker, Executive Director Des/Plaines Park District

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

Maa Notary Public in and for the County and State, do hereby certify that John P. Hecker, Executive Director of the Des Plaines Park District, 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, sealed, and delivered this instrument as his free and voluntary act for the uses and purposes set forth.

Given under my hand and notarial seal on $\frac{-3-8}{2}$

2005.

OFFICIAL SEAL"

My Commission Expires 01/20/06

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ACCEPTANCE

The City of Des Plaines, Cook County, Illinois, a municipal corporation, accepts the foregoing grant and agreement and its terms and conditions.

IN WITNESS WHEREOF the City of Des Plaines has caused this acceptance to be executed by its Director of Engineering and City Clerk pursuant to authority granted by its City Council and its corporate seal to be hereto affixed on moved 10, 2005.

CITY OF DES PLAINES

Coot County Clert's Office

ATTEST: