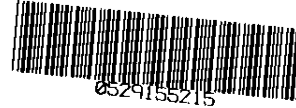


UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING, RETURN
TO:

William J. Mitchell
Meltzer Purtil & Stelle LLC
1515 E. Woodfield Road
Second Floor
Schaumburg, IL 60173



Doc#: 0529155215 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/18/2005 02:58 PM Pg: 1 of 16

For Use by the Recorder's Office Only

EASEMENT GRANT AND MAINTENANCE AGREEMENT

This EASEMENT GRANT AND MAINTENANCE AGREEMENT ("Agreement") is made between the Village of River Forest, an Illinois municipal corporation ("Grantor") and Chitown-River Forest, J.L.C. ("Grantee").

The following recitals of fact are a material part of this instrument:

- A. Grantor is the owner of a dedicated and improved public way commonly known as Bonnie Brae, lying between Lake Street to the north and Central Avenue to the south, legally described and depicted in Exhibit A hereto ("Bonnie Brae Parcel"):
- B. Grantee is the owner of, or intends to acquire, a tract of land legally described in Exhibit B hereto ("Retail Center Parcel"), which is currently located adjacent to the west of the Bonnie Brae Parcel, and which is planned for redevelopment under the terms of a certain Redevelopment Agreement made and entered into by and between Grantor and Grantee as of May 20, 1999 ("Redevelopment Agreement"):
- C. In connection with the redevelopment of the Retail Center Parcel under the Redevelopment Agreement, Grantor desires to grant to Grantee, and Grantee desires to receive, an easement over, under, and across that part of Bonnie Brae, legally described and depicted in Exhibit C hereto ("Easement Premises"):

NOW, THEREFORE, in consideration of the covenants and requirements contained in the Redevelopment Agreement, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants, and restrictions are made:

- I. Grant of Easement/General Provisions
 - A. Grantor hereby grants to Grantee, its legal representatives, and assigns, as an easement appurtenant to the Retail Center Parcel, a perpetual easement for a parking lot, driveway and/or any other improvement(s) specified in any Planned Development Permit issued to Grantee by Grantor, over, under, and across the Easement Premises ("Easement Grant").

16+

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- B. Use of the Easement Premises is not confined to present uses or present means of transportation. The installation or maintenance by Grantee of improvements under, upon, or over the Easement Premises is forbidden, and exclusive use of the Easement Premises is not hereby granted, except as may be permitted or reasonably implied by any Planned Development Permit (hereinafter "PD Permit") or building permit issued by the Grantor. Improvements constructed by the Grantee shall not be deemed public improvements or the responsibility of Grantor. Grantor reserves the right to use the Easement Premises for ingress or egress and any subsurface use including the installation of new and /or maintenance of existing utilities. During and after any use or access, Grantor shall not unreasonably restrict access to the Retail Center and shall restore the Easement Premises to its condition immediately prior to access.
- C. As long as this Easement Grant remains in effect, Retail Center Parcel shall not be used for other than purposes allowed in a PD Permit.
- D. Said easement is also appurtenant to any land that may hereafter come into common ownership with the Retail Center Parcel and that is contiguous to the Retail Center Parcel. An area physically separated from the Retail Center Parcel but having access thereto by means of public ways or private easements, rights, or licenses is deemed to be contiguous to the Retail Center Parcel.
- E. Grantor warrants that it has good and indefeasible fee simple title to the Easement Premises and full power and authority to make the Easement Grant, subject only to existing easements of record.
- F. Should Grantee so desire, it may apply forthwith for a title insurance policy insuring the Easement Grant, and Grantor will make available for inspection by the title company any evidence of title and/or ordinance authority in its possession.
- G. All provisions of this instrument, including the benefits and burdens, run with the land and are binding on, and enure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.
- H. Whenever a transfer of ownership of either parcel takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates, except that Grantor remains liable for breaches of covenants of title set forth in Paragraph E, provided, however, that this paragraph shall not affect any warranty or other provision of the Redevelopment Agreement or any PD Permit.
- I. Either party may enforce this Agreement by appropriate action at law and/or in equity, and should it prevail in such litigation, it shall recover costs and reasonable attorney's fees.

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- J. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on Grantee is carried out.
- K. All notices shall be sent to the addresses provided below, and if sent by nationally recognized overnight courier or same day messenger service, shall be deemed effective when received, and if sent by U.S. mail, shall be deemed given two (2) business days after being so placed in the mail. The affidavit of the person depositing the notice in the U.S. Postal Service receptacle shall be evidence of such mailing.
- L. Grantee may terminate this easement by recording a release with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created hereby shall terminate. Such instrument shall run to the Village of River Forest.
- M. This easement shall terminate upon the occurrence of any the following: (a) termination of the Redevelopment Agreement as a result of a default by Grantee thereunder, and not by expiration of time or by virtue of a default of Grantor or (b) any material change in or abandonment of any use specified in a PD Permit issued by Grantor with respect to the real estate subject to this grant.

II. Maintenance Agreement

With respect to the Easement Premises, Grantee agrees to do all of the following, at its own expense:

- A. Maintain it at all times in good and clean condition and repair, which shall include, but not be limited to, the following:
 - (1) Utilizing surfacing material installed or such substitute as shall in all respects be equal or superior in quality, use and durability to that originally installed pursuant to any PD Permit issued to Grantee;
 - (2) Removing all papers, debris, filth and refuse, ice and snow, and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition. The obligations imposed upon the Grantee pursuant to this subparagraph (2) shall also include all of the Bonnie Brae Parcel, and is not limited to the Easement Parcel;
 - (3) Placing, keeping in repair, and replacing any necessary appropriate directional signs, markers and lines, not including traffic signals;
 - (4) Operating, keeping in repair, and replacing, where necessary, such artificial lighting facilities as exist or as shall be reasonably required under a PD Permit,

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commencing from and after the date that construction commences within the Easement Parcel under a PD Permit (not including demolition);

- (5) Maintaining all landscaped areas and repairing automatic sprinkler systems or related water lines and making replacements of shrubs and other landscaping as is necessary;
 - (6) Maintaining and repairing any and all private storm drains, utility lines, sewers and other services which directly and exclusively service buildings and improvements owned by the Grantee or any affiliate of the Grantee and located within the adjacent areas. This does not include general municipal storm drains and sewers or utility lines which are the responsibility of the local utility companies;
 - (7) Maintaining free and unobstructed access to and from adjoining properties, and;
 - (8) Complying with all ordinances and regulations of Grantor, including as they may be added and/or amended from time to time, provided that such ordinances and/or regulations do not conflict with the Redevelopment Agreement or any PD Permit or other permit issued to Grantee.
- B. Indemnify, hold harmless and defend the Grantor from and against all claims, actions, liabilities, damages, expenses and judgments (including but not limited to attorneys' fees, reasonable investigative and discovery costs, court costs) and all other sums on account of any injury to persons, loss of life or damage to property caused by the active or passive negligence or willful misconduct of Grantee, its tenants, or subtenants, agents, servants or employees; provided, the Grantee shall not be required to indemnify the Grantor, its tenants, subtenants, agents, servants or employees against any injury, loss of life or damage, caused in the active or passive negligence or willful misconduct of the Grantor, its agents, servants, or employees and Grantor hereby indemnifies, holds harmless and shall defend Grantee from and against all claims, actions, liabilities, damages, expenses and judgments (including but not limited to attorney's fees and reasonable investigative, discovery and court costs) and all other sums on account of any injury, loss of life or damage caused from such active or passive negligence or willful misconduct of the Grantor, its agents, servants or employees.
- C. Maintain, and/or cause to be maintained, liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on said real estate with a minimum limit of not less than Five Million Dollars (\$5,000,000.00) for total claims for any one occurrence. Further, Grantor shall be named as an additional insured and shall be provided with a current certificate of insurance at least annually.
- D. Promptly notify the Grantor of any asserted claim with respect to which the Grantor is or may be indemnified against or insured hereunder and shall deliver to Grantor copies of process and pleadings.

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Grantor shall maintain the structural integrity and all subsurface support, including binder course, of the Bonnie Brae Parcel to the standards of a public roadway in good condition and repair, subject to the surface maintenance obligations of Grantee referenced above.

III. Miscellaneous.

- A. Should Grantee fail to timely perform any of its obligations hereunder and thereafter fail to perform such, obligation within thirty (30) days of its receipt of written demand therefor, the Grantor shall, in addition to any other remedy provided at law or in this document, have the right (but not the obligation) to perform such obligation on behalf of the Grantee and the Grantee shall reimburse the Grantor for the cost of performing such work within ten (10) days after receipt of billing therefor and proof of payment thereof. In the event the Grantee does not reimburse the Grantor within such ten (10) days, the Grantor shall have: (i) the right to exercise any and all rights which it might have at law to collect the same, and (ii) have a lien on any property owned by the Grantee to the extent of the amount paid by, or cost to the Grantor but not reimbursed by the Grantee, which amount shall bear interest at a rate equal to the then published Federal Discount Rate plus four percent (4%) per annum, or the highest legal rate of interest, whichever is less, from the date of billing until paid. The lien so claimed shall attach from the date of recording in the amount claimed, and it may be enforced and foreclosed in any manner allowed by law, and; (iii) the right to equitable relief. Notwithstanding the foregoing, in the event of an emergency, the period within which Grantee must act after notice shall be twenty four (24) hours. An "emergency" shall exist if, in the reasonable judgment of Grantor, either one or both of the following shall occur: (1) a condition exists which threatens the structural integrity of the street or a pedestrian sidewalk, or (2) a condition exists which jeopardizes safe or reasonably unrestricted use of the Bonnie Brae Parcel or any pedestrian sidewalk. In the event of an emergency, the Grantor shall have the right to reasonably restrict access to any area within the Bonnie Brae Parcel.

The various rights and remedies herein contained and reserved to the Grantor and Grantee, except as otherwise provided herein, shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or nonperformance or as acquiescence therein.

- B. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the Grantor and Grantee.
- C. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Illinois.

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- D. This Agreement shall be interpreted and construed only by the contents hereof and of the Redevelopment Agreement and there shall be no presumption or standard of construction in favor of or against either party.
- E. This Agreement and the easements, covenants, benefits and obligations created hereby shall inure to the benefit and be binding upon the Grantee and its successors and assigns; provided, if the Grantee conveys any portion or all of its interest in the premises owned by it, the Grantee shall thereupon be released and discharged from any and all further obligations under this Agreement as it had in connection with the property conveyed by it if the buyer or other transferee assumes in writing all of such obligations; and provided further, no such sale or other conveyance shall release the Grantee from any liabilities, actual or contingent, existing as of the time of such conveyance. Any assignment or assumption agreement executed pursuant to this paragraph shall not affect any warranty or other provision of the Redevelopment Agreement, or any PD Permit or building permit issued to Grantee or with respect to the Easement Premises.
- F. Provided the Grantee is in compliance with this Agreement, the Grantor, upon request of the Grantee, will issue to a prospective lender or prospective purchaser, an estoppel certificate stating:
- (1) whether the Grantor knows of any default under this Agreement, and if there are known defaults, specifying the nature thereof;
 - (2) whether this Agreement has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); and;
 - (3) that to the Grantor's knowledge this Agreement as of that date is in full force and effect.

Such certificate shall act as a waiver of any claim by the Grantor only to the extent that: (1) a claim is based upon facts which the Grantor knew or should have known and which are contrary to those asserted in the statement, and; (2) a claim is asserted by or against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement. However, such certificate shall not subject the Grantor to liability to the Grantee or any third party for failure to include and/or omit any statement or information. Any person or entity to whom (which) a certificate is supplied by the Grantee shall, at the same time, be provided a copy of this Agreement.

- G. A copy of this Agreement shall be recorded with the Cook County Recorder of Deeds.

[Signature Page Follows This Page]

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IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals
this ___ day of November, 1999.

VILLAGE OF RIVER FOREST

CHITOWN-RIVER FOREST, L.L.C.

By: Chitown Development Ltd, Manager

By: Frank M Paris
Frank Paris, President

By: Howard Davis
~~Seymour Taxman, President~~
Howard Davis, Vice President

ATTEST: [Signature]
Village Clerk

Address:
Village of River Forest
400 Park
River Forest, Illinois 60305

Address:
c/o The Taxman Corporation
9933 N. Lawler, Suite 516
Skokie, Illinois 60077

Property of Cook County Clerk's Office

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COUNTY OF COOK)
)
STATE OF ILLINOIS)

I, the undersigned, a notary public in and for the country in the state aforesaid, do hereby certify that Howard Davis, personally know to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged, signed and delivered the said instrument as Vice President of Chitown Development Ltd., Manager of Chitown-River Forest, L.L.C. ("Company"), as his free and voluntary act and as the free and voluntary act of such Company, for the purposes therein set forth.

Given under my hand and official seal this 7th day of December 1999.

Margaret S. Georgopoulos
NOTARY PUBLIC

[SEAL]

Commission expires: _____



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COUNTY OF COOK)
)
STATE OF ILLINOIS)

I, the undersigned, a notary public in and for the county in the state aforesaid, do hereby certify that FRANK PARIS, President, and Patrick J. Hosty, Village Clerk, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in persona and acknowledged, signed and delivered the said instrument as such President and Village Clerk, respectively, as their free and voluntary act and as the free and voluntary act of the Village of River Forest, for the purposes therein set forth.

Given under my hand and official seal this 2nd day of November, 1999.



NOTARY PUBLIC

[SEAL]

Commission expires: April 3, 2002



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EXHIBIT A

Bonnie Brae Parcel

BONNIE BRAE RIGHT-OF-WAY SOUTH OF LAKE ST. AND NORTH OF CENTRAL AVE.

THAT PART OF BONNIE BRAE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF BONNIE BRAE AND THE SOUTH RIGHT-OF-WAY LINE OF LAKE STREET SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 OF HARLEM QUICK'S SUBDIVISION; THENCE NORTH 89 DEGREES 14 MINUTES 14 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 50.01 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT-OF-WAY LINE AND THE EAST RIGHT-OF-WAY OF BONNIE BRAE SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 11 IN BLOCK 1 OF SAID SUBDIVISION; THENCE SOUTH 00 DEGREES 17 MINUTES 44 SECONDS WEST ALONG SAID EAST LINE, 447.98 FEET TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF CENTRAL AVENUE SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 12 IN SAID BLOCK 1; THENCE NORTH 89 DEGREES 51 MINUTES 19 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 50.00 FEET TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND SAID WEST RIGHT-OF-WAY LINE, SAID POINT BEING THE SOUTHEAST CORNER LOT 12 IN SAID BLOCK 2 THENCE NORTH 00 DEGREES 17 MINUTES 44 SECONDS WEST ALONG SAID WEST LINE, 447.19 FEET TO THE POINT OF BEGINNING, IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

Retail Center Parcel

LOTS 1 THROUGH 12 IN BLOCK 2 AND THAT PART OF GARDEN STREET LYING SOUTH OF SAID LOTS 1 THROUGH 6 AND NORTH OF SAID LOTS 7 THROUGH 12 IN HARLEM QUICK'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

Easement Premises

THAT PART OF BONNIE BRAE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF BONNIE BRAE AND THE SOUTH RIGHT-OF-WAY LINE OF LAKE STREET SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 OF HARLEM QUICK'S SUBDIVISIONS; THENCE NORTH 89 DEGREES 14 MINUTES 14 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE 14.02 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 41 SECONDS WEST, 112.25 FEET; THENCE SOUTH 09 DEGREES 56 MINUTES 32 SECONDS EAST, 63.34 FEET; THENCE SOUTH 01 DEGREE 11 MINUTES 55 SECONDS WEST, 26.00 FEET; THENCE SOUTH 03 DEGREES 11 MINUTES 52 SECONDS WEST, 34.28 FEET; THENCE SOUTH 03 DEGREES 08 MINUTES 59 SECONDS WEST, 57.81 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 25 SECONDS WEST, 154.84 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CENTRAL AVE; THENCE NORTH 89 DEGREES 51 MINUTES 19 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 19.03 FEET TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 00 DEGREE 17 MINUTES 44 SECONDS WEST ALONG SAID WEST LINE, 447.79 FEET TO THE POINT OF BEGINNING, IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

County Clerk's Office

UNOFFICIAL COPY

November 8, 1999

ORDINANCE NO. 2854

**AN ORDINANCE AUTHORIZING EASEMENT
GRANT AND MAINTENANCE AGREEMENT
(CHITOWN - RIVER FOREST L.L.C.)**

Property of Cook County Clerk's Office

Approved by the Board of Trustees
of the Village of River Forest
on November 8, 1999

11/08/99
11/18/99

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ORDINANCE NO. 2854

ORDINANCE AUTHORIZING EASEMENT GRANT AND MAINTENANCE AGREEMENT (CHITOWN - RIVER FOREST L.L.C.)

WHEREAS, the Corporate Authorities of the Village of River Forest, Cook County, have determined that it is in the best interest of the Village of River Forest to encourage redevelopment of the area established by the Village in its Increment Financing Development Tax Plan dated December 15, 1986 by entering into a Redevelopment Agreement with and issuing a Permit for a Planned Development to Chitown – River Forest L.L.C.; and

WHEREAS, in accordance with the terms of said Agreement and Permit the Village of River Forest is required to provide access to the development area by a grant of an easement through public property; a true and correct copy of that Easement Grant and Maintenance Agreement is attached hereto and made a part hereof as Exhibit “1”; and

WHEREAS, the Corporate Authorities of the Village of River Forest, Cook County, Illinois, have determined that it is in the best interests of said Village of River Forest that said Easement Grant and Maintenance Agreement should be made by the Village of River Forest.

NOW, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois, as follows:

Section 1: That this President and Board of Trustees of the Village of River Forest hereby find that it is in the best interests of the Village of River Forest and its residents that the aforesaid “Easement Grant and Maintenance Agreement” be entered into and executed by said Village of River Forest, with said Easement Grant and Maintenance Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 2: That the President and Clerk of the Village of River Forest, Cook County, Illinois are hereby authorized to execute for and on behalf of said Village of River Forest the aforesaid Easement Grant and Maintenance Agreement.

Section 3: A certified copy of this Ordinance shall be filed by the Village Clerk of the Village of River Forest, for record in the Office of the Recorder of Deeds of Cook County, Illinois.

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Section 4: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED on First Reading this _____ day on November, 1999.

FIRST Reading waived by action of the Board of Trustees this 8th day of November, 1999.


PASSED on Second Reading this 8th day of November, 1999.

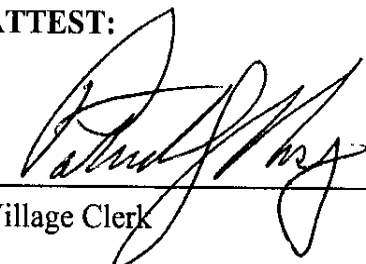
AYES: Trustees O'Brien, Prinz, Dillon, Heppes, Rider and Swanson

NAYS: None


ABSENCE: None

Approved this 8th day of November, 1999.


Village President

ATTEST:

Village Clerk

Published in Pamphlet Form on November 9, 1999.

*STATE OF ILLINOIS) SS
COUNTY OF COOK)
I, The undersigned, Deputy Village Clerk of the Village of River Forest, Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original thereof which is on file in my office.
In witness whereof, I have hereunto set my hand and affixed the seal of the Village of River Forest, Cook County, Illinois, this 9th day of Dec, 1999.

DEPUTY VILLAGE CLERK

November 8, 1999

Administration



STATE OF ILLINOIS}
COUNTY OF COOK}

I, Patrick J. Hosty certify that I am the duly elected and acting municipal clerk of the Village of River Forest of Cook County, Illinois.

I further certify that on November 8, 1999, the Corporate Authorities of such municipality passed and approved Ordinance No. 2854 entitled AN ORDINANCE AUTHORIZING EASEMENT GRANT AND MAINTENANCE AGREEMENT (CHITOWN-RIVER FOREST L.L.C) as provided by law.

Village Board of Trustees

- Frank M. Paris President
Nancy C. Dillon Trustee
Joann N. Heppes Trustee
Patrick J. O'Brien Trustee
Richard A. Prinz Trustee
Dale Rider Trustee
Alfred M. Swanson, Jr. Trustee
Patrick J. Hosty Village Clerk
Charles J. Biondo Village Administrator

By:

Handwritten signature of Patrick J. Hosty over a line, with 'Village Clerk' printed below.



Printed on recycled paper

STATE OF ILLINOIS) SS
COUNTY OF COOK)
I, The undersigned, Deputy Village Clerk of the Village of River Forest, Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original thereof which is on file in my office.
In witness whereof, I have hereunto set my hand and affixed the seal of the Village of River Forest, Cook County, Illinois, this 8th day of Dec 1999.
Deputy Village Clerk