

**GRANTS OF A PERMANENT
EASEMENT AND A TEMPORARY
EASEMENT FOR PUBLIC SANITARY
SEWER MAIN PURPOSES**

UNOFFICIAL COPY

161 NW 6124298 Nov 1974

*★ This is being rerecorded
to add original signatures*

0612302146

Doc#: 0612302146 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/03/2006 10:08 AM Pg: 1 of 6



Doc#: 0620133135 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/20/2006 11:19 AM Pg: 1 of 6

P R E A M B L E

WHEREAS, STANLEY J. HERMAN and JUDITH A. HERMAN, ("GRANTOR") is/are the owner/s of the real property legally described on the attached Exhibit A which is commonly known as **208 Brookdale Lane, Palatine, IL 60057** Palatine Township, Cook County, Illinois (hereinafter the "PROPERTY"); and

WHEREAS, the PLUM GROVE ESTATES SANITARY DISTRICT ("GRANTEE") is a Public Sanitary District, having been created pursuant to the provisions of the Sanitary District Act of 1936, 70 ILCS 2805/0.01 et. seq. (the "ACT"), and

WHEREAS, GRANTEE, in the design and location of the work associated with GRANTEE'S 2003 Force Main Relocation Project (the "PROJECT") has, with **GRANTOR'S** consent, provided that a portion of such work will be performed upon a portion of **GRANTOR'S** property and that part of the permanent improvements of the **PROJECT** will also be installed in a portion of **GRANTOR'S** property; and

WHEREAS, GRANTOR has agreed to grant, and GRANTEE has agreed to accept grants of Temporary Construction Easement ("the TEMPORARY EASEMENT PARCEL") and a Permanent Easement (the "PERMANENT EASEMENT PARCEL"), with such grants and acceptances being subject to the terms of this Agreement.

W I T N E S S E T H

NOW, THEREFORE, in consideration of the execution of this Grant by GRANTOR, and the acceptance hereof by GRANTEE, GRANTOR and GRANTEE hereby agree as follows:

- 1. INCORPORATION OF PREAMBLE.** GRANTOR and GRANTEE hereby declare that the terms and provisions of the Preamble are true, relevant and hereby incorporated herein as if such provisions were fully set forth hereafter.
- 2. DEFINITION OF PERMANENT EASEMENT DECLARED.** GRANTOR hereby declares that the Permanent Easement herein declared is a granted are perpetual easement, appurtenant with and which runs with the **PROPERTY**, is for the benefit of the **GRANTEE**, is imposed and declared upon the title to the **PROPERTY**, is subject to the conditions herein stated, and shall be binding upon **GRANTOR** and thereafter upon all of **GRANTOR'S** successors and assigns in title to the **PROPERTY**.

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3. GRANT OF PERMANENT PUBLIC SANITARY SEWER MAIN AND MANHOLE EASEMENT. GRANTOR hereby declares and grants to DISTRICT a Permanent Easement, right and authority for the installation, repair, maintenance and replacement of a public sanitary sewer main in that part of the PROPERTY described on the attached Exhibit B.

4. TEMPORARY CONSTRUCTION EASEMENT.

- A) At the time/s as the DISTRICT and/or its authorized agents is/are performing work associated with the PROJECT within the Permanent Easement Parcel GRANTOR hereby declares and grants to GRANTEE a Temporary Construction Easement, ten (10') feet in width on each side of the Permanent Easement (hereinafter the "Temporary Construction Easement"). For purposes of performing the PROJECT, GRANTEE and its contractors, subcontractors, employees and agents shall have the right to enter, pass over, and use the Temporary Construction Easement Parcel for the transportation, laying down and storage of materials, tools and equipment, the depositing and removal of excavated material, and for such other purposes incidental to the work to be performed, but shall do so with the least inconvenience practicable to GRANTOR, and GRANTOR'S agents and invitees. In no instance shall the use and occupancy of the Temporary Construction Easement Parcels extend beyond a time period which is the thirty (30) days after completion of the Work required by the PROJECT.
- B) In addition to the Temporary Construction Easements, adjacent to the Permanent Easement Parcel granted pursuant to the preceding paragraph 4.A) GRANTOR also grants to GRANTEE a Temporary Construction Easement on that part of the PROPERTY depicted on the attached Exhibit C, for GRANTEE'S use to install a new house lateral to connect the structure on the Property to the Sanitary Sewer improvements to be constructed as part of the PROJECT.

5. CONDITIONS. The easements hereby granted and declared are subject to the following conditions:

- A. GRANTOR reserves the right of co-use and occupation of the surface of the Permanent and the Temporary Easement Parcels, which right shall not be exercised in a manner to interfere with the performance of the PROJECT work, or the installation maintenance, repair or replacement of the sewer main in the Permanent Easement Parcel.
- B. The duty to maintain, repair and/or replace all or any portion of the underground sanitary sewer main located within the Permanent Easement Parcel, and to promptly restore any portion of the surface of GRANTOR'S PROPERTY to the grade and surface conditions existing before any disturbance thereof which occurs in connection with any maintenance, repair and/or replacement of any portion of such sanitary sewer main shall be the obligation of GRANTEE.
- C. Prior to the commencement of any work permitted or required to be performed upon or within the Permanent Easement Parcel, or the Temporary Construction Easement Parcels pursuant to this Agreement, for the PROJECT, the GRANTEE shall cause GRANTOR to be included as an additional insured party on a certificate of insurance, issued by an insurer licensed to do business in the State of Illinois, naming the GRANTEE and GRANTOR/S, as the owners of the PROPERTY as additional parties insured on GRANTEE'S PROJECT Contractor's General Public Liability and PROPERTY Damage insurance coverages for the following risks:
- i. *General Liability Bodily Injury Insurance* of not less than one million dollars (\$1,000,000.00) for personal injuries, including death, to any one person, and subject to the same limit for each person, and with an aggregate value of not less than two million dollars (\$2,000,000.00) per occurrence.

- ii. *General Liability Property Damage Insurance* of not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- iii. *Automobile Liability Bodily Injury Insurance* of not less than one million dollars (\$1,000,000.00) for personal injuries, including death, to any one person, and subject to the same limit for each person, and with an aggregate value of not less than two million dollars (\$2,000,000.00) per occurrence. Applicable to all the Contractor's vehicles owned, rented, leased, or otherwise non-owned.
- iv. *Automobile Liability Property Damage Insurance* of not less than five hundred thousand dollars (\$500,000.00) per occurrence, with an aggregate value of not less than one million dollars (\$1,000,000.00). Applicable to all the Contractor's vehicles owned, rented, leased, or otherwise non-owned.

- D. All work required or permitted to be performed pursuant to the provisions of this Grant for the **PROJECT** shall be promptly performed in a neat and workmanlike manner and in compliance with all applicable rules, regulations and ordinances of units of government which have jurisdiction of the work to be performed.
- E. Nothing contained herein shall be construed to grant to any person, other than the **GRANTEE**, and the **GRANTEE'S** agents, employees, contractors, subcontractors, and suppliers any right of use or exercise of the Permanent Easement hereby granted.

6. MISCELLANEOUS.

- A. **Notices.** Except as may be otherwise specially provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the respective addresses set forth after their signatures hereto. All notices, demands and requests shall be effective upon being deposited in the United States mail. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of receipt on the return receipt of the notice, demand or request by the addressee thereof.
- B. **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and no alternation, modification or interpretation hereof shall be binding unless in writing and signed by **GRANTEE** and **GRANTOR**.
- C. **Counterparts.** This Agreement is being executed in two (2) original counterparts, each of which shall for all purposes be deemed an original, and all of such counterparts shall together constitute but one and the same Agreement.
- D. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- E. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois. The titles or the articles and sections have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms and provisions hereof.

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F. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and all successors in title to **GRANTOR'S** property.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have executed this Agreement on the date appearing after each parties' signature hereto.

GRANTOR:

Stanley J. Herman
STANLEY J. HERMAN
Date: April 6, 2006
Address: **208 Brookdale Lane**
Palatine, IL 60067

Judith A. Herman
JUDITH A. HERMAN
Date: April 6, 2006

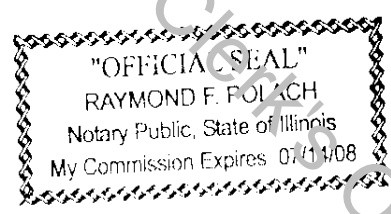
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that **STANLEY J. HERMAN and JUDITH A. HERMAN** personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Grantor, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this 6th day of April, 2006.

Raymond F. Folach
Notary Public

(SEAL)



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ACCEPTANCE

The **PLUM GROVE ESTATES SANITARY DISTRICT** hereby accepts the Grants of Permanent Easement Parcels I and II and Temporary Construction Easement for Public Sanitary Sewer Force Main, Sewer Main and Manhole purposes subject to the conditions and terms therein provided.

THE PLUM GROVE ESTATES SANITARY DISTRICT

By: Louis DeFilippis
Title: Trustee/Clerk Plum Grove Estates San. Dist.
Date: April 6, 2006, 2003
P.O. Box 8774
Rolling Meadows, IL 60008-8774

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Louis DeFilippis personally known to me to be a duly appointed and acting Trustee of the Plum Grove Estates Sanitary District, a Public Sanitary District, created and acting pursuant to the provisions of the Sanitary District Act of 1936 (70 ILCS 2805/0.01 et. seq.), appeared before me this day in person and acknowledged that as such Trustee he signed and delivered the said instrument and caused the corporate seal of said Sanitary District to be affixed thereto, pursuant to authority given by the Board of Trustees of said Sanitary District, as his free and voluntary act, and as the free and voluntary act and deed of said Sanitary District, for the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of April, 2006
Norman E. Samelson
Notary Public



Document prepared by:
Norman E. Samelson, Attorney for Grantee
AFTER RECORDING MAIL TO:
The Plum Grove Estates Sanitary District
P.O. Box 8774
Rolling Meadows, IL 60008-8774

UNOFFICIAL COPY**EXHIBIT A**

GRANTOR: STANLEY J. HERMAN AND JUDITH A. HERMAN
PROPERTY: COMMONLY KNOWN AS 208 BROOKDALE LANE,
PALATINE, ILLINOIS 60067
GRANTEE: THE PLUM GROVE ESTATES SANITARY DISTRICT

The legal description of Grantors' Property is as follows:

That part of Lot 52 in the Plum Grove Woodlands, being a Subdivision of part of the North West 1/4 and part of the West 1/2 of the South West 1/4 of Section 35, Township 42 North, Range 10, East of the Third Principal Meridian, bounded by a line described as follows: Commencing at the South East corner of said Lot 53; thence North along the East line of said Lot, 103.0 feet; thence North 55 degrees 06 minutes 00 seconds West, the East and West lines of said Lot being parallel and having an assumed bearing of North-South; 261.50 feet; thence South 24 degrees 36 minutes 33 seconds West, 39.58 feet to a point of curve; thence Southwesterly along a curved line tangent to the last described line, convex to the South East and having a radius of 75.69 feet, a distance of 50.09 feet, arc measure; thence South parallel with the East line of said Lot, 180.23 feet to a point on the South line of said Lot which is 266.0 feet East of the South West corner of said Lot 53; thence South 59 degrees 50 minutes 00 seconds East along the South line of said Lot, 264.85 feet to the South East corner thereof and the place of beginning, in Cook County, Illinois.

PIN: 02-35-100-099-0000

EXHIBIT B

GRANTOR: STANLEY J. HERMAN AND JUDITH A. HERMAN
PROPERTY: COMMONLY KNOWN AS 208 BROOKDALE LANE,
PALATINE, ILLINOIS 60067
GRANTEE: THE PLUM GROVE ESTATES SANITARY DISTRICT

The legal description of the Permanent Easement Parcel is as follows:

A 10 foot wide strip of land lying Northwesterly of a line drawn from a point 24.53 feet from the Southeast corner of the above described Parcel 1 of said Lot 53 as measured along the South line of said Parcel 1 which bears North 55 degrees 06 minutes 00 seconds West, to a point on the South line of said Lot 53 being the Northwest corner of Lot 2A in Plum Grove Estates, Unit 1, being a Subdivision of the Southwest quarter of Section 35, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, containing 1,246 sq. feet.

PIN: 02-35-100-099-0000