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EASEMENT AGREEMENT

Doc#: 0811355088 Fee: \$74.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/22/2008 02:59 PM Pg: 1 of 6

THIS EASEMENT AGREEMENT executed this 15TH day of January, 2008, but effective as of December 3, 2003, by and between the CITY OF ELGIN, an Illinois municipal corporation, (hereinafter referred to as the "City"), and TACO BELL CORP., a California corporation, (hereinafter referred to as "Grantor").

WITNESSETH

WHEREAS, Grantor owns the real property legally described on Exhibit A attached hereto in Cook County, Illinois; and

WHEREAS, the City of Elgin desires to obtain an easement from Grantor for the purpose of installing, constructing, operating, using, maintaining, locating, upgrading, repairing, replacing or removing a public sidewalk over a portion of the property owned by Grantor; and

WHEREAS, Grantor has agreed to grant such an easement for such purposes pursuant to the terms and conditions of this easement agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid to Grantor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. That Grantor, being the owner of the property referenced herein, does hereby grant to the City of Elgin, an Illinois municipal corporation, a permanent and non-exclusive easement to install, construct, operate, use, maintain, locate, upgrade, repair, service, remove or replace a public sidewalk, and other appurtenances relative to a public sidewalk in that parcel of land located on the property of the Grantor legally described in Exhibit A attached hereto and by this reference incorporated herein (hereinafter referred to as the "Easement Premises").

2. That Grantor does hereby further grant to the City a temporary construction easement for that portion of Grantor's property legally described on Exhibit B attached hereto and by this reference incorporated herein, allowing access over and use of said portion of Grantor's property for the purpose of constructing the public improvements on the adjacent property. The temporary construction easement hereby

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granted shall be deemed terminated upon the completion of the original construction of the public improvements on the adjacent property but in any event shall automatically expire twenty-four (24) months following the commencement of construction by City.

3. That following the exercise by the City of any easement rights granted herein, the City shall promptly repair and restore the Easement Premises and/or the temporary construction easement premises to the same condition as existed immediately prior to the existence of such rights as is reasonably practicable and shall leave the Easement Premises, the temporary construction easement premises, and surrounding premises free from debris.

4. That the City for itself, its agents and independent contractors, hereby agrees to indemnify and hold Grantor, its agents, employees, invitees and officials and its successors and assigns harmless from any and all losses, liabilities, damages, and claims arising as a result of the City's work performed by the City, its employees, agents, or contractors in the Easement Premises and the temporary construction easement premises during construction or during any subsequent maintenance or repair thereof. The City further agrees to indemnify and hold harmless Grantor from any and all liens placed against the Easement Premises or the temporary construction easement premises arising from said construction or maintenance activities. The City further agrees that in no event shall any construction, maintenance or repair work on the Easement Premises disrupt Grantor's business operations, including without limitation, blocking any driveways, drive thru lanes, or parking spaces.

5. That the Grantor and its successors shall not construct any structures or buildings nor plant any trees on the Easement Premises nor undertake any other activities on the Easement Premises which unreasonably interfere with the City's intended use of the Easement Premises.

6. That no amendment, revision or modification hereof shall be effective unless it is in writing and signed by all parties hereto.

7. That this agreement constitutes the entire agreement between the parties and is intended as a complete and exclusive statement of the terms of the parties agreement, and it supersedes all prior and concurrent promises, representations, proposals, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

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8. That this agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

9. That it is understood and agreed that the City may utilize the services of third party contractors, employees or other agents to perform work in either the Easement Premises or the temporary construction easement premises.

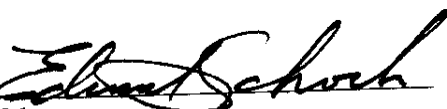
10. That the Grantor is the fee simple title holder of the Easement Premises and the temporary construction easement premises and that it has the full power and authority to enter into and make the grant of easement as provided herein.

11. That this agreement shall be binding on the parties hereto, their successors and permitted assigns and shall run with the land.


12. That this agreement shall be recorded by the City at the City's cost with the Cook County Recorder.

IN WITNESS WHEREOF, the parties have entered into and executed this Easement Agreement on the date and year first written above.

CITY OF ELGIN, an Illinois
municipal corporation


By: 
Mayor

TACO BELL CORP., a California corporation

By: 
Melanie Bootes, Attorney-in-Fact for
Taco Bell Corp.

ram

Attest:


City Clerk

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STATE OF ILLINOIS)
 : SS.
COUNTY OF KANE)

BEFORE ME, the undersigned authority, personally appeared Ed Shock, known to me to be the individual described in and who executed the foregoing instrument as Mayor of the CITY OF ELGIN, an Illinois municipal corporation, and acknowledged to and before me that he executed such instrument as such Mayor of said municipal corporation.

GIVEN under my hand an official seal, this _____ day of _____, 2008.

Notary Public

COMMONWEALTH OF KENTUCKY)
 : SS.
COUNTY OF JEFFERSON)

BEFORE ME, the undersigned authority, personally appeared Melanie A. Bootes, known to me to be the individual described in and who executed the foregoing instrument as Attorney-in-Fact of TACO BELL CORP., a California corporation, and acknowledged to and before me that she executed such instrument as such Attorney-in-Fact of said corporation.

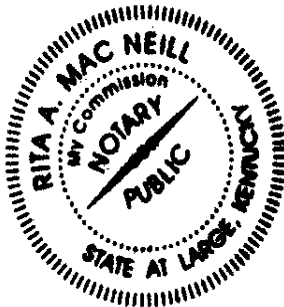
GIVEN under my hand and official seal this 15TH day of January, 2008.

Rita A. Mac Neill

Notary Public

Rita A. Mac Neill
Notary Public, State at Large, KY
My commission expires Apr. 15, 2008

This Instrument Prepared by
and Return to:
William A. Cogley
City of Elgin
Legal Department
150 Dexter Court
Elgin IL 60120-5555



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EXHIBIT A

Parcel 002

That part of Lot 2 in Cobbler's Crossing Retail Subdivision, being a subdivision of part of the Southwest Quarter of the Southeast Quarter and part of the Southeast Quarter of the Southwest Quarter of Section 7, Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded July 12, 1994 as Document #94606528 in Cook County, Illinois, described as follows: Beginning at the Southeasterly corner of said Lot 2; thence South 89 degrees 22 minutes 21 seconds West, 138.31 feet along the South line of said Lot 2 to the Southwest corner of said Lot 2; thence North 00 degrees 33 minutes 16 seconds East, 8.00 feet along the Westerly line of said Lot 2; thence North 89 degrees 22 minutes 21 seconds East, 139.55 feet to a point on the Easterly line of said Lot 2; thence Southerly along said Easterly line of Lot 2, being along a non-tangential curve having a radius of 46.50 feet, as said curve is convex to the East for an arc distance of 8.13 feet (said curve having a chord bearing of South 06 degrees 51 minutes 00 seconds West and a chord distance of 8.12 feet) to the point of beginning, all containing 0.0255 acres, more or less, in City of Elgin, Cook County, Illinois.

Part of Permanent Index No. 06-07-024-0000

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EXHIBIT B

Parcel 002TE1

That part of Lot 2 in Cobbler's Crossing Retail Subdivision, being a subdivision of part of the Southwest Quarter of the Southeast Quarter and part of the Southeast Quarter of the Southwest Quarter of Section 7, Township 41 North, Range 9 East of the Third Principal Meridian according to the plat thereof recorded July 12, 1994 as Document #94606528 in Cook County, Illinois, described as follows: Commencing at the Southeasterly corner of Lot 2; thence Northerly along the Easterly line of said Lot 2, being a non-tangential curve having a radius of 46.50 feet, as said curve is convexed to the East, for an arc distance of 8.13 feet (said curve having a chord bearing of North 06 degrees 51 minutes 00 seconds East and a chord distance of 8.12 feet), for a point of beginning; thence South 89 degrees 22 minutes 21 seconds West, 6.83 feet; thence North 0 degrees 03 minutes 26 seconds East, 8.00 feet; thence North 89 degrees 22 minutes 21 seconds East, 7.00 feet to a point on said Easterly line of Lot 2; thence South 0 degrees 03 minutes 26 seconds West, 4.00 feet along said Easterly line of Lot 2, to a point of curvature; thence Southerly along said Easterly line of Lot 2, being along a curve to the right having a radius of 46.50 feet, for an arc distance of 4.01 feet (said curve having a chord bearing of South 06 degrees 51 minutes 00 seconds West and a chord distance of 4.01 feet), to the point of beginning, all containing 0.0013 acres, more or less, in the City of Elgin, Cook County, Illinois

Part of Permanent Index No. 06-07-024-0000