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THIS INSTRUMENT WAS PREPARED BY:

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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 11/13/2008 02:49 PM Pg: 1 of 9

AFTER RECORDING RETURN TO:

RECORDER'S BOX 324

[The above space for Recorder's Office]

(#30)

AGREEMENT AND GRANT OF EASEMENTS

THIS AGREEMENT AND GRANT OF EASEMENTS is dated as of 17th
JANUARY, 2008 (the "**Agreement**") and is made by and between PABLO HERNANDEZ, MARIA HERNANDEZ, HUSBAND AND WIFE AND VERONICA HERNANDEZ (the "**Grantors**") and the VILLAGE OF WHEELING, AN ILLINOIS MUNICIPAL CORPORATION (the "**Grantee**"). The Grantors and Grantee sometimes together referred to as "**Parties**".

RECITALS.

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

A. The Grantee is in the process of planning, constructing and installing a sediment control and stabilization project utilizing both structural and bio-technical techniques to stabilize and enhance, reduce loss of real estate, and improve water quality and aquatic habitat in Buffalo Creek (the "**Buffalo Creek**") which runs, in part, along certain lots within the Village of Wheeling, Illinois, and which suffers from slight to severe bank erosion and downcutting as a result of increased stormwater runoff frequency, volumes and velocities. The foregoing project is hereinafter referred to as the "**Buffalo Creek Streambank Stabilization Project.**"

B. In connection with the Buffalo Creek Streambank Stabilization Project, the Grantee requires an easement for drainage and related facilities so as to complete the installation, construction, and for the continuous maintenance and repair of Buffalo Creek by the Grantee.

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NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration set forth in this Agreement, including the benefits that the Parties will derive from the improvements to be made to Buffalo Creek so as to preserve the natural aesthetics and function as an erosion and sediment control structure in connection with the Buffalo Creek Streambank Stabilization Project, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants, and restrictions are made by and between the Parties:

1. The Grantors are the fee simple owner of a tract of land located in the Village of Wheeling, Cook County, Illinois and legally described in **EXHIBIT A**, attached hereto and made a part hereof (hereinafter referred to as the "**Grantors' Property**").

2. The Grantors grant, release, convey, assign and quit claim unto the Grantee, and the Grantee hereby accepts, a perpetual and exclusive easement and right-of-way for the full and free right, privilege and authority to do the following things: clear, trench, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain, operate, including the moving of equipment and vehicles, including but not limited to planting of native grasses and wildflowers, all in accordance with Buffalo Creek Streambank Stabilization Project, (the foregoing collectively referred to herein as, the "**Drainage Easement**") in, on, upon, over, through, across and under a strip of Grantors' Property which is legally described in **EXHIBIT B** attached hereto and made a part hereof and shown on the Plat of Easement, attached hereto as **EXHIBIT C** and by this reference made a part hereof (hereinafter referred to as, the "**Drainage Easement Premises**"), including the right to cut, trim, or remove any trees, shrubs, brushes, roots, saplings and other plants and to clear obstructions from the surface and subsurface of and within the Drainage Easement Premises, which interfere with the construction, installation, reconstruction, repair, removal, replacement, maintenance and operation of the Buffalo Creek and facilities appurtenant and the right to replace the foregoing with native grasses and wildflowers.

3. The Grantors acknowledge, covenant and agree with the Grantee, that it will do nothing that would disturb, molest, injure, damage or in any manner interfere with the operation, repair and maintenance of the Drainage Easement Premises or the Drainage Easement granted herein and will not change, interfere with, alter, build, plant vegetation including, but not limited to, gardens, flowers, shrubs, bushes, trees; and that no temporary or permanent buildings, structures or obstructions shall be constructed in, upon, or over the Drainage Easement Premises and will not change, by any means, the topography or grade management within the Drainage Easement Premises.

4. In the event the Grantors should discover any damage to the Drainage Easement Premises, Grantors shall immediately notify the Grantee to allow the Grantee to cause the immediate repair or maintenance of the Drainage Easement so as to preserve the standards of the Buffalo Creek Streambank Stabilization Project.

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5. The Grantors agree to and with the Grantee that the officers, agents or employees of the Grantee, whenever elected, appointed or hired, may at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the Drainage Easement Premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which the easements created and granted hereby are made.

6. The Grantee, its agents and employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction of the Buffalo Creek Streambank Stabilization Project and activities incidental thereto, and after all subsequent maintenance, alterations and repairs thereunto, restore to its former condition any portion of the Grantors' Property (exclusive of the Drainage Easement) which may have been disturbed or altered in any manner by the rights herein granted to Grantee.

7. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and/or operating the easements created hereby and activities incidental thereto, and all other matters and things to be performed, furnished or used, or expenses to be paid under this Agreement are to be at the sole expense of the Grantee.

8. The terms "Grantors" and "Grantee" as used herein shall be deemed to include any and all successors, assigns or legal representatives.

9. This Agreement shall run with the land, both as respects to benefits and burdens created herein, and shall be binding upon and inure to the benefit of the Grantors and Grantee and their respective successors, assigns or legal representatives.

10. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Illinois.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. This Agreement may only be modified, amended or abrogated by a written agreement between the Parties that is properly executed, notarized and recorded in the Office of the Recorder of Deeds of Cook County, Illinois and the fee for such recording shall be paid by the Grantee.

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13. This Agreement shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois by the Grantee. The fee for recording this Agreement shall be paid by the Grantee.

14. This Agreement embodies the entire understanding of the Parties and there are no further or other agreements or understandings, written or oral, in effect between the Grantors and Grantee relating to the subject matter hereof.

15. In the event that the Grantors have a mortgage lien on the Grantors' Property, the Grantors agrees to obtain his/her/their lender's written consent by having such lender execute the Consent, Joinder and Subordination of Lender with respect to the Agreement and Grant of Easements, which is attached hereto as **EXHIBIT D** and by this reference made a part hereof.

The undersigned have executed this Agreement as of the day, month and year first above written.

GRANTORS:

By: Pablo Hernandez
Name Pablo Hernandez

By: Maria Hernandez
Name Maria Hernandez

By: Veronica Hernandez
Name: Veronica Hernandez

GRANTEE:

**VILLAGE OF WHEELING,
AN ILLINOIS MUNICIPAL CORPORATION**

By: Dean Arguelles
Name: Dean Arguelles
Title: Acting Village President

ATTEST:
By: Elaine Simpson
Name: Elaine Simpson
Title: Village Clerk



[INSERT VILLAGE SEAL ABOVE]

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STATE OF ILLINOIS, COUNTY OF Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that **PABLO HERNANDEZ** is personally known to me be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth. Given under my hand and official seal, this 16th day of JANUARY, 2008.

Linda M. Johnson
Notary Public

10-13-08
My Commission Expires:
OFFICIAL SEAL
LINDA M JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-08

STATE OF ILLINOIS, COUNTY OF Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that **MARIA HERNANDEZ**, is personally known to me be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth. Given under my hand and official seal, this 16th day of JANUARY, 2008.

Linda M. Johnson
Notary Public

10-13-08
My Commission Expires:
OFFICIAL SEAL
LINDA M JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-08

STATE OF ILLINOIS, COUNTY OF Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that **VERONICA HERNANDEZ**, is personally known to me be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that she signed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth. Given under my hand and official seal, this 17th day of JANUARY, 2008.

Linda M. Johnson
Notary Public

10-13-08
My Commission Expires:
OFFICIAL SEAL
LINDA M JOHNSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-13-08

STATE OF ILLINOIS, COUNTY OF COOK, ss: I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named DEAN ARGIRIS and ELAINE SIMPSON, as Village President and Village Clerk respectively of the **VILLAGE OF WHEELING, A MUNICIPAL CORPORATION**, (the "Village") personally known to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument as the Village President and Village Clerk pursuant to authority given by the **Village Board of Trustees**, and as their free and voluntary act, and as the free and voluntary act and deed of the **Village**, for the uses and purposes therein set forth, and that Village Clerk, as custodian of the corporate seal of the **Village**, has caused the seal to be affixed thereto. GIVEN under my hand and official seal, this 7 day of October 2008.

Christine Brady
Notary Public

Commission Expires
OFFICIAL SEAL
CHRISTINE BRADY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-4-2009

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EXHIBIT A

(Legal Description of Grantors' Property)

LOT 337, IN HOLLYWOOD RIDGE UNIT 4 RESUBDIVISION IN SECTIONS 3 AND 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1962 AS DOCUMENT NUMBER 18651325, IN COOK COUNTY, ILLINOIS

ADDRESS OF PROPERTY: 1052 Valley Stream Drive, Wheeling, IL

PIN: 03-03-301-066-0000

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EXHIBIT B

(Legal description of Drainage Easement Premises)

THAT PART OF LOT 337, IN HOLLYWOOD RIDGE UNIT 4 RESUBDIVISION IN SECTIONS 3 AND 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1962 AS DOCUMENT NUMBER 18651325, IN COOK COUNTY, ILLINOIS BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 337, SAID NORTH LINE ALSO BEING THE NORTH LINE OF AN EASEMENT FOR DRAINAGE PURPOSES AS SHOWN ON SAID HOLLYWOOD RIDGE UNIT 4 RESUBDIVISION; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF SAID EASEMENT AND THE NORTH LINE OF SAID LOT 337 A DISTANCE OF 88.36 FEET TO A POINT OF CURVATURE, SAID POINT OF CURVATURE ALSO BEING THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID NORTHERLY LINE OF SAID EASEMENT AND TANGENTIAL CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 190.67 FEET, AN ARC DISTANCE OF 57.38 FEET TO A POINT ON THE EAST LINE OF SAID LOT 337; THENCE NORTHEASTERLY 9.40 FEET ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF LOT 337; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 337 A DISTANCE OF 60.39 FEET TO THE POINT OF BEGINNING.

ADDRESS OF PROPERTY: Part of 1052 Valley Stream Drive, Wheeling, IL

PIN: Part of 03-03-301-066-0000

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EXHIBIT C

(Plat of Easement depicting the Drainage Easement Premises)

SEE PLAT OF EASEMENT, RECORDED WITH THE RECORDER OF DEEDS OF
COOK COUNTY ON NOVEMBER 13, 2008, AS DOCUMENT
NUMBER 0831818001

Property of Cook County Clerk's Office

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EXHIBIT D CONSENT, JOINDER AND SUBORDINATION OF LENDER WITH RESPECT TO AGREEMENT AND GRANT OF EASEMENTS ("Joinder")

The undersigned, as lender ("Lender") under that certain first mortgage dated November 21, 2003 made by the Grantors hereinbefore named, which mortgage was recorded on December 22, 2003 as Document Number 0335614162 in the Recorder of Deeds Office of Cook County, Illinois (the "**Mortgage**") and the other ancillary documents executed therewith, including but not limited to the promissory note (collectively the "**Loan Documents**"), for itself and its successors and assigns of its interest under the Mortgage (i) consents to the execution of the herein Agreement and Grant of Easements and (ii) agrees that Lender's interest under the Mortgage and the Mortgage itself, and the Loan Documents, are subject and subordinate to all of the terms, covenants and provisions of the Agreement and Grant of Easements to which this Joinder is attached.

The undersigned has executed this Joinder as of the 17 day of September, 2008.

LENDER: Mortgage Electronic Registration Systems, Inc.

By: [Signature]
Name: Christy Tadlock
Title: Assistant Secretary

STATE OF Texas)
) ss.
COUNTY OF Dallas)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Christy Tadlock and _____ are personally known to me be the assistant secretary and _____ of Mortgage Electronic Registration Systems, a Delaware Corporation (the "**Lender**"), and are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such ASSISTANT SECRETARY and _____, respectively of the Lender, they signed and delivered the said instrument and caused the seal of the Lender to be affixed thereto, pursuant to authority given by the Board of Directors of the Lender, and as their free and voluntary act, and as the free and voluntary act and deed of the Lender, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17th day of September, 2008.

[Signature]
Notary Public

FEBRUARY 13, 2012
My Commission Expires:

