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1999-11-24 11:00:14
Cook County Recorder 55.50



BAYTHORNE DRIVE
AGREEMENT

AGREEMENT dated this 27th day of August, 1998, by and between the VILLAGE OF FLOSSMOOR, an Illinois Municipal Corporation, hereinafter referred to as "FLOSSMOOR", and BAYTHORNE CONDOMINIUM ASSOCIATION, BAYTHORNE TOWNHOME CONDOMINIUM ASSOCIATION and BAYTHORNE HOMEOWNERS ASSOCIATION, hereinafter collectively referred to as "BAYTHORNE".

WHEREAS, BAYTHORNE presently owns, controls and maintains Baythorne Drive, a street extending from Kedzie Avenue on the Southwest to Flossmoor Road on the North; and

WHEREAS, Baythorne Drive has become a commonly used connecting street between Kedzie Avenue and Flossmoor Road; and

WHEREAS, BAYTHORNE and FLOSSMOOR have agreed in principal to the dedication of Baythorne Drive as a public street; and

WHEREAS, as a condition of the dedication, FLOSSMOOR has required that BAYTHORNE assume responsibility for snowplowing of Baythorne Drive;

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NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the parties hereto agree as follows:

1. FLOSSMOOR agrees to accept the dedication of Baythorne Drive as a public street in the Village of Flossmoor, subject to the provisions of this Agreement.
2. BAYTHORNE agrees, however, to retain responsibility for the snowplowing of Baythorne Drive, and to hold FLOSSMOOR harmless from any and all claims and demands arising out of their retained obligation for snowplowing, as hereinafter further provided.

3. BAYTHORNE agrees to hold the Village of Flossmoor harmless from any and all claims, demands and actions arising out of the snowplowing of Baythorne Drive after FLOSSMOOR accepts the dedication of Baythorne Drive as a public street.

4. BAYTHORNE agrees to cause its snowplowing contractor to name FLOSSMOOR as an additional insured party on all policies of insurance provided to BAYTHORNE by the snowplowing contractor, and further agrees to provide FLOSSMOOR with the proof of such insurance coverage prior to permitting any contractor to plow Baythorne Drive after it is accepted by the Village of Flossmoor.

5. BAYTHORNE further agrees to cause BAYTHORNE'S liability insurance carrier to name the Village of Flossmoor as additional party insured to the extent of any claim arising out of BAYTHORNE'S obligation for snowplowing Baythorne Drive, or any other claim arising out of this Agreement, except for the sole negligence of Flossmoor, after it is accepted as a public street in the Village of Flossmoor.

The insurance to be provided by BAYTHORNE shall provide first dollar defense, with limits for bodily injury and property damage of not less than one million (\$1,000,000.00) dollars per person and two million (\$2,000,000.00) dollars per occurrence. In addition to the above insurance, BAYTHORNE shall provide umbrella coverage of five million (\$5,000,000.00) dollars for one (1) year.

6. In the event of a breach by BAYTHORNE of any of the terms or provisions of this Agreement, which BAYTHORNE fails to cure within thirty (30) days of Notice to BAYTHORNE by FLOSSMOOR, then in that event, all interest of FLOSSMOOR in BAYTHORNE DRIVE shall revert to BAYTHORNE. Upon such reversion, all obligations of FLOSSMOOR under this Agreement shall cease and terminate.

7. The covenants, obligations, responsibilities, and liabilities of BAYTHORNE CONDOMINIUM ASSOCIATION, BAYTHORNE THOWNHOME

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CONDOMINIUM ASSOCIATION, and BAYTHORNE HOMEOWNERS ASSOCIATION, hereinafter collectively referred to as BAYTHORNE, are and shall be joint and several.

8. Any notice required or permitted under this Agreement shall be considered given, served and delivered if sent by regular mail, postage prepaid, to the parties at the addresses shown below.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 27th day of August, 1998.

BAYTHORNE CONDOMINIUM
ASSOCIATION

ADDRESS

By: Jean Allen 3034 Palmwood Ct

Title: President

By: Maaya Summers 1151 Palmer Ct

Title: Secretary

BAYTHORNE TOWNHOME
CONDOMINIUM ASSOCIATION

ADDRESS

By: Art Damiano 1158 BAYTHORNE DR

Title: PRESIDENT

By: Geraldine H. Ungr

Title: Secretary 3102 Candlewood Ct.

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BAYTHORNE HOMEOWNERS ASSOCIATION ADDRESS:

By: Michael J. Grandinetti 1248 BAYTHORNE DR.

Title: PRESIDENT

By: Susan Fevenberg 1250 Brentwood Ct

Title: Secretary Flossmoor, Il. 60422

VILLAGE OF FLOSSMOOR

ADDRESS:

By: Roy D. Gabel

2800 Flossmoor Road

Title: MAYOR

Flossmoor, Illinois 60422

ATTEST: James Grandinetti

By: VILLAGE CLERK

This Document Prepared By:

D. James Bader
Law Offices of D. James Bader, P.C.
20200 Governors Drive, Suite 101
Olympia Fields, Illinois 60461

After Recording Mail To:

D. James Bader
Law Offices of D. James Bader, P.C.
20200 Governors Drive, Suite 101
Olympia Fields, Illinois 60461



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EXHIBIT "A"

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LEGAL DESCRIPTION
BAYTHORNE DRIVE

A 30-FOOT WIDE INGRESS-EGRESS EASEMENT BEING THE EASTERLY 15 FEET OF LOT 2, LOT 6, LOT 9, LOT 12, AND OUTLOT 2; THE WESTERLY 15 FEET OF OUTLOT 3, LOT 4, LOT 5, LOT 7, LOT 10, LOT 13 AND LOT 14 ALSO THE NORTHERLY 15 FEET OF LOT 3 AND THE EASTERLY AND SOUTHERLY 15 FEET OF LOT 1 ALONG WITH THE 30 FOOT WIDE STRIP PASSING THROUGH OUTLOT 1 THAT IS A PROJECTION OF DESCRIBED 30 FEET WIDE EASEMENT IN BAYTHORNE, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED DECEMBER 12, 1975 AS DOCUMENT NO. 23322635 AND REGISTERED IN TORRENS ON DECEMBER 12, 1975 AS T2845883, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 31-12-100-011
31-12-100-012
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