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RESOLUTION R-48.09

A RESOLUTION AUTHORIZING EXECUTION OF AN EASEMENT AGREEMENT BETWEEN THE VILLAGE OF LEMONT AND THOMAS G. FRANTIK AND BRUCE N. GERASKEY (ALL SERVICE AUTO REPAIR) RELATING TO THE RUDY KLING MURAL

WHEREAS, the Village of Lemont seeks to enter into an easement agreement with Thomas G. Frantik and Bruce N. Geraskey (All Service Auto Repair, 44 Stephen Street, Lemont IL) for the Rudy Kling Mural; and

NOW, THEREFORE BE IT RESOLVED by the Village President and Board of Trustees of the Village of Lemont that the Village President is authorized to execute the Agreement with All Service Auto Repair, attached hereto as exhibit A.

The Village Clerk of the Village of Lemont shall certify to the adoption of this Ordinance and cause the same to be published in pamphlet form.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK WILL AND DU PAGE COUNTIES ILLINOIS on this 10th Day of August, 2009.

Debby Blatzer
Paul Chialdikas
Clifford Miklos
Rick Sniegowski
Ronald Stapleton
Jeanette Virgilio

AYES NAYS PASSED ABSENT

✓
✓
✓
✓
✓
✓
✓


BRIAN K. REAVES, Village President

Attest:


CHARLENE SMOLLEN, Village Clerk



Doc#: 0925331075 Fee: \$54.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 09/10/2009 03:53 PM Pg: 1 of 10

RECORDING FEE \$ 54
DATE _____ COPIES _____
OK _____

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RUDY KLING MURAL EASEMENT

THIS DEED OF SCENIC, OPEN SPACE AND MURAL EASEMENT AND CONSERVATION RIGHT, is made this 10 day of August, 2009, by and between Thomas G. Frantik and Bruce N. Geraskey, c/o Herbert J. Bell, Ltd., Attorney at Law, 902 Maple Avenue, P. O. Box 206, Downers Grove, Illinois 60515, Grantors and Village of Lemont, a Municipal Corporation, Grantee.

WITNESSETH:

WHEREAS, Grantee is organized under the laws of the State of Illinois as a Municipal Corporation to preserve and protect the public interest;

WHEREAS, Grantors are the owners in fee simple of certain property more particularly described below, which real property is improved with a one-story brick structure which Grantee will commission;

WHEREAS, the proposed Mural will be significant in Lemont history and culture and will constitute an important element in heritage and visual beauty of the Village of Lemont and should be preserved if possible;

WHEREAS, the grant of scenic, open space and mural easement and conservation of right by Grantors to Grantee on the west exterior wall of the real property referred to herein will allow Grantee to maintain the Mural and its historical and cultural features;

WHEREAS, to these ends, Grantors desire to grant to Grantee, and Grantee desires to accept this scenic, open space, mural easement and conservation right on the west exterior wall of said building.

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NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which by Grantors is hereby acknowledged, Grantors do warrant, grant and convey unto Grantee irrevocably an easement in gross and conservation right in perpetuity (which easement is more particularly described below) in and to that certain real property (and the Mural, which is located thereon) described as west wall of the following described property:

That part of Block 5 in Singer and Talcott and Stone and Company's Subdivision of that part of the West Half of the South East $\frac{1}{4}$ of Section 20, Township 37 North, Range 11, East of the Third Principal Meridian, lying North of Illinois and Michigan Canal described as follows: Beginning at a point on the Easterly Line of said Block 5 which is 105 feet South Easterly of the North East Corner of said Block 5 measured along the said Easterly Line; running thence South West parallel to the Northerly Line of said Block 5 a distance of 180 feet; thence running South East parallel to the Easterly Line of said Block 5 a distance of 105 feet more or less to the Northerly Line of Illinois and Michigan Canal reserve strip; running thence North East along said Illinois and Michigan Canal strip a distance of 180 feet to the Easterly Line of said Block 5; running thence North West along the Easterly Line of said Block 5 distance of 105 feet more or less to the place of beginning in Lemont, in Cook County, Illinois.

Property Address: 44 Stephen Street, Lemont, Illinois 60439

PIN#: 22-20-403-006-0000

(which real property together with the Building is referred to as the premises) In delineation and furtherance of this grant and conveyance, Grantors and Grantee further covenant and agree as follows:

1. In order to make more certain the full extent of Grantors' obligation and the restrictions on the premises, and in order to graphically document the Mural as of the date hereof, attached as Exhibit A and made a part hereof, is a drawing of the Mural. It is stipulated by and between Grantors and Grantee that the Mural as shown on Exhibit A is deemed to be the Mural of the date hereof.

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2. This Easement in gross and conservation rights and all terms, provisions and covenants herein contained shall be deemed to run as a binding servitude for a period of 20 years from the date hereof except that in the event the building should be destroyed, the Easement shall terminate. The parties further agree that in the event the building is sold to a bonafide purchaser, the Easement shall terminate at the option of the Grantors. In furtherance of the Easement in gross and conservation rights herein granted, Grantors covenant of themselves, to do (and refrain from doing as the case may be) upon the premises each of the following stipulations, which stipulations it is agreed contribute to a public purpose, in that they aid significantly in the conservation of the Mural:

a. Without the express written permission of Grantee, no construction, alteration, or remodeling or any other thing shall be undertaken on the premises that would affect the Mural or increase or decrease the height of the building where the Mural is located.

b. Nothing may be erected on the premises which would obscure any part of the Mural to be visible from street level, except for temporary structures, such as scaffolds needed to assist workmen.

c. The Grantors shall have no obligation to repair or maintain the Mural.

d. Any cost in maintaining or preserving the mural shall be by the Grantees.

3. In the event of a violation of any covenant, stipulation, or restriction herein, in addition to any remedies now or hereinafter provided by law, (a) Grantee may, following notice to Grantors, institute a suit to enjoin by temporary restraining order, preliminary

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injunction, and permanent injunction, such violation and to require the restoration of the Mural; or (b) representative of Grantee may enter upon the premises, correct any such violation, and hold Grantors responsible for the cost thereof which, until repaid, shall constitute a lien on the premises. Grantee shall also have available all legal and equitable remedies to enforce Grantors' obligations hereunder, and in the event Grantors are found to have violated any of its obligations, Grantors shall reimburse Grantee for any costs or expenses incurred in connection therewith, including court costs and architects' and attorneys' fees. The exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

4. Grantee shall indemnify and hold Grantors harmless from all claims (including attorney's fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Grantee or Grantee's agents or employees in or about the property. Grantee shall indemnify and hold harmless the Grantors from all claims (including attorney's fees, costs and expenses of defending such claims) arising or alleged to arise from the acts or omissions of Grantee or Grantee's agents, employees, licensees, invitees, contractors, or other persons accessing the property of Grantors.

5. Restrictions, stipulations and covenants contained in this instrument shall be inserted by Grantors, verbatim or by express reference in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title to or any lesser estate in the premises or any part thereof.

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6. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument among the land records of the County of Cook, State of Illinois, in the Office of the Recorder.

7. Except for the first mortgage lien subordinated hereto, Grantors warrant to Grantee that no lien or encumbrance exists on the premises as of the date hereof. Grantors shall immediately cause to be satisfied or release any lien or claim of lien that may come to exist against the premises which would have priority over any of the rights, title or interest of Grantee.

8. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered – if to Grantors, then at 44 Stephen Street, Lemont, Illinois 60439, and if to Grantee, then at 418 Main Street, Lemont, Illinois 60439. Each party may change its address set forth herein by a notice to such effect to the other party.

9. Upon request by Grantee, Grantors shall promptly furnish Grantee with evidence of Grantors compliance with any obligation of Grantors contained herein.

IN WITNESS WHEREOF, on the date first shown above, Grantors have caused this Deed of Scenic, Open Space, and Mural Easement and Conservation Right to be executed, sealed and delivered and Grantee has caused this instrument to be accepted,

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sealed, and executed in its corporate name by its President, and attested by its Village Clerk.

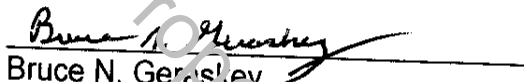
GRANTORS:

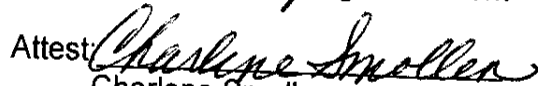
GRANTEE:

Village of Lemont


Thomas G. Frantik

By: 
Brian K. Reaves, Village President


Bruce N. Geraskey

Attest: 
Charlene Smollen,
Village Clerk

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STATE OF ILLINOIS, COUNTY OF _____ ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas G. Frantik and Bruce N. Geraskey, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 official seal, this _____ day of August, 2009.

Commission expires _____, 2009

Notary Public

STATE OF ILLINOIS, COUNTY OF Cook, ss.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Brian K. Reaves, President of the Village of Lemont, a Municipal Corporation, and Charlene M. Smollen, Village Clerk, personally known to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth; and the said Village Clerk did also then and thereby acknowledge that she, as custodian of the Corporate Seal of the corporation, did affix the Corporate Seal to the instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 10 day of August, 2009.

Commission expires _____



Rosemay Yates
Notary Public

This instrument prepared by:

Antonopoulos & Virtel, P.C.
15419 127th Street- Suite 100
Lemont, Illinois 60439
(630) 257-5816

Return recorded document to:

Antonopoulos & Virtel, P.C.
15419 127th Street, - Suite 100
Lemont, Illinois 60439
(630) 257-5816

Arlene/Forms/Village.Mural Easement

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OVERSIZE

**EXHIBIT
FORWARD
TO PLAT COUNTER
FOR SCANNING**

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