

Doc#: 1229118103 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/17/2012 02:28 PM Pg: 1 of 7

Prepared by and after
recording return to:

Mark E. Burkland
Holland & Knight LLP
131 South Dearborn St., 30th Floor
Chicago, Illinois 60603

**AN AGREEMENT GRANTING A PERMANENT EASEMENT
FOR PUBLIC UTILITIES AND IMPROVEMENTS
TO THE VILLAGE OF LA GRANGE
BY LINDA HUFF DECLARATION OF TRUST, OWNER OF RECORD OF
PROPERTY AT 32 N. EDGEWOOD AVENUE**

THIS AGREEMENT is dated as of JUNE 25, 2012, (the "Effective Date") and is by and between the VILLAGE OF LA GRANGE, an Illinois municipal corporation located in Cook County, Illinois, (the "Village") and Linda L. Huff, Trustee of the Linda L. Huff Declaration of Trust dated February 23, 2001, Owner of Record of property located at 32 N. Edgewood Avenue, La Grange, Illinois (the "Property Owner").

RECITALS:

A. The Property Owner is the legal owner of record of the real property in the Village of La Grange commonly referred to as 32 N. Edgewood Avenue, which real property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Property").

B. The Village desires to construct, maintain, repair, and replace from time to time public utilities and other improvements (the "Improvements") in an area within the Property and for the Installation and the Improvements the Village requires a permanent easement in that part of the Property depicted in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof (the "Easement Premises").

NOW, THEREFORE, in consideration of the sum of \$3,000.00 and the mutual covenants and agreements set forth herein and other good and valuable consideration paid by the Village to the Property Owner, the receipt and sufficiency of which are hereby acknowledged by the Property Owner, the Village and the Property Owner agree as follows:

Section 1: Grant of Easement. The Property Owner hereby grants, conveys, warrants, and dedicates to the Village and its successors and assigns a permanent, non-exclusive easement for reconstruction, maintenance, repair and replacement of the Improvements from time to time and for the Improvements, subject to the terms and conditions of this Agreement, in, upon, over, under, through, along, and across the Easement Premises, together with all reasonable rights of ingress and egress over, along, upon, and across the Easement Premises and any adjoining lands of the Property Owner necessary for the exercise of the rights herein granted.

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Section 2: Installation and Restoration. The Village agrees that work on the Improvements will be done and completed in a good and workmanlike manner and at no expense to the Property Owner. Water main quality joints shall be used in the installation of the sewer. The Village agrees to restore grass, landscaping fences, driveways, and other improvements on the Easement Premises as nearly as practicable to the condition immediately preceding any work, if damaged or removed as a result of the work, including among other things replacement of all grass removed on the Easement Premises in connection with the Installation with grass sod. The Village agrees to take precautions to limit disturbance of existing trees (cottonwood, magnolia and sugar maple) located on the property adjacent to the easement. If any of these three trees dies within five years after the installation of the Improvements, then the Village will pay the costs for removal of that tree. The Village is not responsible for the removal of a tree if the tree is damaged by lightning, wind or other storm related damages. The Village's obligation is limited to removal costs only. In addition, the Village will replace or restore any damage to any structure or improvement within the easement as a result of any maintenance or other activities by the Village or its Contractor. In no way will the grant of this easement preclude the ability to install fencing across the easement.

Section 3: Hold Harmless. The Village agrees to save and hold the Property Owner harmless from all claims, causes of action, suits, liens, damages, or demands that arise directly from the negligence of the Village or its authorized agents, servants, employees, contractors, or persons acting pursuant to contracts or agreements with the Village related to work undertaken by the Village affecting the Easement Premises or that arise from injuries or death to persons or damages to property resulting from work on the Easement Premises. In connection therewith, the Village will require all contractors and subcontractors performing such work to carry general liability insurance with coverage limits of at least \$1,000,000 and to present to the Property Owner, upon request, certificates of such insurance, naming the Property Owner as an additional insured thereunder.

Section 4: No Interference. The Property Owner may not interfere with the use by the Village of the Easement Premises, and may not construct, install, maintain, or permit to be constructed, installed, or maintained on the Easement Premises any structure or other obstruction, without the prior express written consent of the Village's Board of Trustees.

Section 5: Remedies. The parties agree that they may enforce or compel the performance of the Agreement by suit, action, mandamus, or any other proceeding, in law or in equity, including specific performance.

Section 6: Covenants Running with the Land. The easements and rights granted in the Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, will be recorded against the Easement Premises and will be binding on the inure to the benefit of the Property Owner and the Village and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including without limitation all subsequent owners of the Easement Premises or any portion thereof and including all persons claiming under them.

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Section 7: Notices. All notices and other communications in connection with this Agreement must be in writing and will be deemed delivered to the addressee (a) when delivered in person, (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below, (c) when delivered to the address listed below by any courier service, (d) on the date of transmission, if transmitted by the facsimile at the facsimile number listed below and deposited in the U.S. mail on the same day for delivery to the address listed below:

To the Property Owner:

Property Owner
32 N. Edgewood Avenue
La Grange, IL 60525

To the Village:

Director of Public Works
Village of La Grange
53 South La Grange Road
La Grange, Illinois 60525

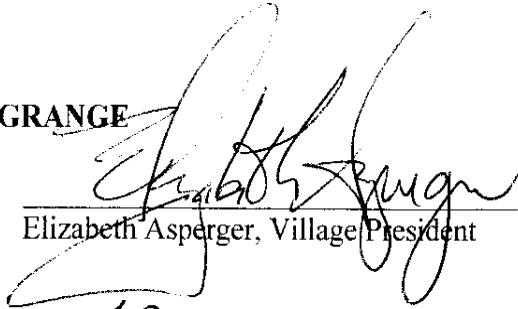
Section 9: Amendments. This Agreement may be modified, amended, or annulled on by the written agreement of the Property Owner and the Village.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute same.

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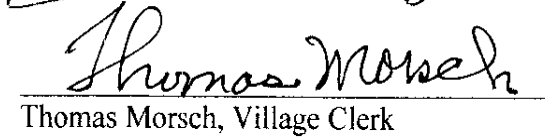
VILLAGE OF LA GRANGE

By:


Elizabeth Asperger, Village President

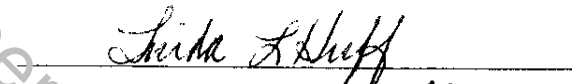
Attest:

By:


Thomas Morsch, Village Clerk

PROPERTY OWNER OF 32 N. EDGEWOOD

By:

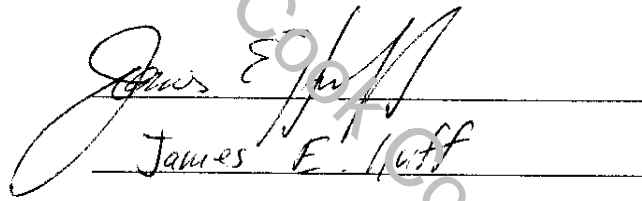


Printed name:

Linda L. Huff

Attest:

By:



Printed name:

James E. Huff

Title:

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

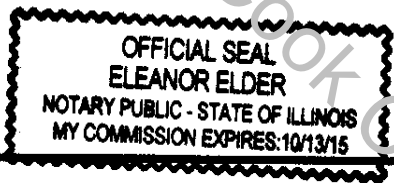
I, ELEANOR ELDER, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that Elizabeth Asperger, personally known to me to be the President of the Village of LaGrange, and Thomas Morsch, personally known to be Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the President and Clerk of the Village of LaGrange they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Village of LaGrange for the uses and purposes therein set forth.

Given under my hand and official seal this 25 day of JUNE 2012

Eleanor Elder
Notary Public

My commission expires: 10-13-15

(SEAL)



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Robyn Markley, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that Linda Huff & James Huff, Property Owner of 32 N. Edgewood, La Grange, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 6th day of July 2012

Robyn Markley
Notary Public

My commission expires: 11-9-2015

(SEAL)



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PROPERTY

PARCEL 1:

THE EAST 135 FEET OF THE NORTH ½ OF LOT 6 IN EDGEWOOD SUBDIVISION OF THAT PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 22.95 ACRES THEREOF AND NORTH OF THE NORTH LINE OF HILL GROVE AVENUE AS LAID OUT NORTH AND ADJOINING CENTER LINE OF CHICAGO, BURLINGTON AND QUINCY RAILROAD, IN COOK COUNTY, ILLINOIS.

Address: 32 N. Edgewood Avenue, La Grange, IL 60525

PIN: 18-05-216-100-0000

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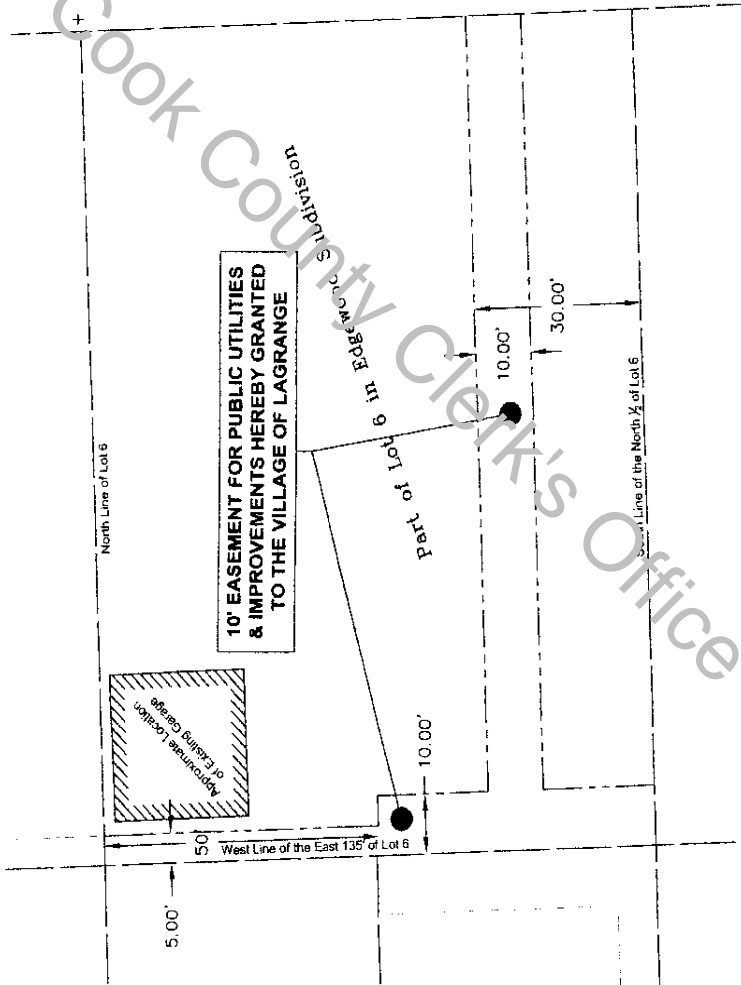
18-05-216-100

EXHIBIT B

THE WEST 10 FEET OF THE EAST 135 FEET OF THE NORTH 1/2 OF LOT 6, EXCEPTING THE NORTH 50 FEET THEREOF, IN EDGEWOOD SUBDIVISION,

AND ALSO,
THE WEST 5 FEET OF THE EAST 135 FEET OF THE NORTH 60 FEET OF LOT 6 IN EDGEWOOD SUBDIVISION,
AND ALSO,

THE NORTH 10 FEET OF THE SOUTH 30 FEET OF THE EAST 135 FEET OF THE NORTH 1/2 OF LOT 6 IN EDGEWOOD SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 22.95 ACRES THEREOF AND NORTH OF THE NORTH LINE OF HILL GROVE AVENUE AS LAID OUT NORTH AND ADJOINING CENTER LINE OF CHICAGO BURLINGTON AND QUINCY RAILROAD, IN COOK COUNTY, ILLINOIS.



Baxter & Woodman
 Consulting Engineers
 Crystal Lake, Illinois 815.463.1280

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