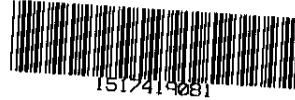


# UNOFFICIAL COPY



Doc#: 1517419081 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 08/23/2015 12:17 PM Pg: 1 of 7

**DOCUMENT PREPARED BY**  
**AND RETURN MAIL TO:**

William J. Cotter  
Goldstine, Skrodzki, Russian, Nemeec  
and Hoff, Ltd.  
835 McClintock Drive  
Burr Ridge, IL 60527-0860

[For Recorder's Use]

**WATER LINE EASEMENT AGREEMENT**

THIS WATER LINE EASEMENT AGREEMENT ("Agreement"), made as of the last date set forth below, and is made by and between FRANCISCO DIAZ and SYLVIA DIAZ, 55 Parkview Drive, Northlake, Illinois 60164 (collectively, the "Grantor") and NORTHLAKE INVESTMENTS, LLC, an Illinois limited liability company, c/o 6917 Irish Court, Darien, IL 60561 (the "Grantee"). Grantor and Grantee are sometimes collectively referred to as the "Parties" and sometimes individually as a "Party."

**RECITALS:**

A. Grantor is the owner of certain real property commonly known as 55 Parkview Drive, Northlake, Illinois 60164, improved with a single family residence and is legally described on Exhibit A attached hereto (the "Grantor's Property").

B. Grantee is the owner of certain real property commonly known as 44 - 46 E. North Avenue, Northlake, IL 60164-2516, improved with a commercial building and is legally described on Exhibit B attached hereto (the "Grantee's Property").

C. Portions of the water mains, lines, pipes, valves, shutoffs, tees, connectors and related and accessory features as are necessary for the distribution of water service (collectively, the "Water Line") for the benefit of Grantee's Property run from the public right of way known as Parkview Drive, Northlake, to Grantee's Property through the westerly portion of Grantor's Property.

D. The Water Line currently exists on Grantor's Property for the benefit of Grantee's Property without formal license, easement, or other written right of entry and maintenance.

E. Grantor is willing to grant an easement to Grantee that will enable Grantee to maintain the Water Line and operate and repair and maintain same, subject to the terms and conditions of this Agreement.

**AGREEMENTS:**

NOW THEREFORE, in consideration of the mutual covenants contained herein and the payment by Grantee to Grantor of the sum of Three Thousand, Eight Hundred Dollars (\$3,800.00), and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged and accepted, the Parties hereby covenant and agree as follows:

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1. Grant of Easement; Termination. Grantor hereby creates, grants and conveys to and for the benefit of Grantee, its employees, agents, contractors, subcontractors, nominees, successors and assigns, a perpetual, non-exclusive easement ("Easement") for the uses allowed in Section 1.2 upon, over, under, through, in, upon, and across that portion of Grantor's Property described on attached Exhibit A-1 (the "Easement Area"). At such time, if ever, that Grantee obtains access to water service for the benefit of Grantee's Property from a source that does not require Grantee to avail itself of the Easement, Grantee shall release its interest in same.
2. Waiver of Adverse Possession. Grantee makes no claim of ownership by adverse possession or otherwise with respect to any portion of Grantor's Property on which any portion of the Water Line exists as of the date of this Agreement.
3. Ownership of Water Line. Subject to the limitations contained herein, the Water Line installed, maintained, removed or replaced by Grantee in the Easement Area shall at all times be and remain the sole personal property of Grantee for the benefit of Grantee's Property, and shall be deemed to be personal property and not permanently affixed to the realty so as to become fixtures and part of the Grantor's Property.
4. Access to Easement Area. Subject to the restrictions contained in this Agreement, the Easement may be used by Grantee when and as often as need be or as occasion may require for the following purposes, all at Grantee's cost and expense: to repair, replace, reinstall, improve, maintain and inspect the Water Line, provided that prior to the commencement of any work or activities pursuant to this Easement, Grantee shall provide advance notice to Grantor, and obtain any and all permits, if any, required to undertake the work and activities associated therewith. Any such work will be done in a professional, workmanlike manner. Grantee shall be responsible for promptly repairing and restoring all portions of the Grantor's Property disturbed by Grantee in connection with the undertaking of the activities described herein to the condition existing prior to such disturbance.
5. Temporary Construction Easement. At such time as Grantee may need to access the Easement Area to perform any of the work described in Section 4 above, Grantor hereby grants Grantee such additional right and access to such other portions of Grantor's Property as may be reasonable necessary to enable Grantee to perform such activities. Upon completion of such activities, such temporary construction easement shall cease. Grantee shall be responsible for promptly repairing and restoring all portions of the Grantor's Property disturbed by Grantee in connection with the undertaking of the activities described herein to the condition existing prior to such disturbance.
6. Restrictions on Other Grants By Grantor. Grantor shall not permit the installation of any electric, cable TV, sewer, gas, water or other utility lines, pipes, poles, appurtenances or structures on, over, under, across or adjacent the easement Area unless prior written notice of same by Grantor shall be given to Grantee. After Grantor gives prior notification to Grantee, Grantee's approval of same shall not be withheld or prevented unless the granting of the installation actually and materially interferes with the operation and maintenance of the Water Line. Furthermore, Grantor shall not change the surface elevation of the ground over the Easement Area, unless prior written notice of same in ground elevation by Grantor has been given to Grantee. After Grantor gives prior notification to Grantee, Grantee's approval of same shall not be withheld or prevented unless the change of the surface elevation actually, materially and unreasonably interferes with the operation, maintenance or integrity of the Water Line. Grantor expressly reserves unto itself and their heirs, executors, administrators, successors and assigns, the right to use and enjoy the land covered by the Easement Area for all lawful purposes that will not unreasonably interfere with the rights hereby granted to Grantee.

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7. Prior Encumbrances. This Easement is granted subject to all prior encumbrances and other matters of record, burdening and affecting the Property.

8. Successors and Assigns. The easements, duties, benefits and rights granted and agreed to herein, and the burdens and obligations imposed and agreed to herein, shall be binding upon and shall inure to the benefit of and shall be a burden upon the heirs, beneficiaries, designees, guests, contractors, successors and assigns of the Parties to this Agreement.

9. Run With The Land. The easements granted herein shall run with and be for the benefit of Grantor's Property and shall run with and be a burden upon the Grantee's Property.

10. Recordation. This Agreement is intended to be recorded by the Parties in the official records of the applicable state and county.

11. Effective Upon Execution. This Agreement shall not be binding or effective on any party until executed on its behalf.

12. Counterparts. This Agreement may be executed in multiple counterparts or by legible facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The facsimile transmission of a signed copy of this Agreement shall be considered valid and constitute a signed original. A signed "hard copy" of the document shall be executed by the Parties and delivered to Grantee for recordation.

13. No Further Rights; No Third Party Rights. Except as expressly set forth herein, nothing contained herein shall be construed as creating any rights in any third persons or parties. Nothing contained herein shall be interpreted or construed to create a public dedication of the Easements. It is understood and agreed that this Agreement is an easement only and in no way grants or conveys any part of the underlying fee simple estate of any lands owned by Grantor.

14. Good Title; Recording. Grantor covenants and agrees that it has good title to the Grantor's Property. The parties agree that this Agreement may be recorded at Grantee's expense.

15. Indemnification.

(a) Grantee agrees to indemnify Grantor and hold Grantor harmless from and against all liens or claims for payment for construction, repair or maintenance of the Improvements, and for any liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including, incurred by any person or entity in connection with, arising out of or related in any way to the failure to pay for work associated with the Water Line, or any injury to or death of any person, or damage to or loss of any property (including the air conditioning units, window well, windows and fence or any structure), or damages which may be imposed upon, incurred by, or asserted against the Grantor arising, directly or indirectly, out of or in connection with Grantee's or Grantee's invitees, employees, representatives, agents, contractors, subcontractors, suppliers and materialmen use and occupancy of the Easement Area or by, through or under Grantee or Grantee's employees, representatives, agents, contractors, subcontractors, suppliers and materialmen.

(b) In the event that Grantor experiences any loss, damage or other cost directly related to a burst or rupture in the Water Line, Grantee agrees to indemnify Grantor and hold Grantor harmless from and against all such loss, damage or other cost, regardless of whether the Grantee has insurance coverage with respect to such loss, damage or other cost.

16. Further Assurances. Recognizing that the Parties hereto may find it necessary from time to time to establish to lenders, mortgagees, accountants or other persons or parties of the then current status of

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performance hereunder, each party bound or benefited by this Agreement agrees, upon written request, that it will from time to time, with reasonable promptness, furnish a written statement in recordable form on the status of any matter relating to this Agreement.

17. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois.


[SIGNATURE PAGE FOLLOWS]

Property of Cook County Clerk's Office

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**IN WITNESS WHEREOF**, the parties hereto have executed this Water Line Easement Agreement as of the date last set forth below.

**GRANTORS:**

  
FRANCISCO DIAZ

  
SYLVIA DIAZ

Dated: June 9, 2015

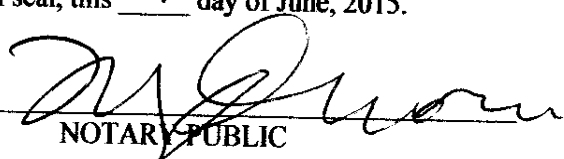
Dated: June 9, 2015

STATE OF ILLINOIS )  
                                                  ) ss. ACKNOWLEDGMENT  
COUNTY OF COOK       )




I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that FRANCISCO DIAZ and SYLVIA DIAZ, personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 9 day of June, 2015.

[SEAL]

  
NOTARY PUBLIC

**GRANTEE:**

**NORTHLAKE INVESTMENTS, LLC**, an Illinois limited liability company

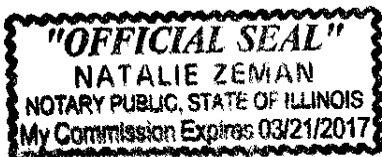
By:   
CONSTANCE CHRISTOFANO, its Manager

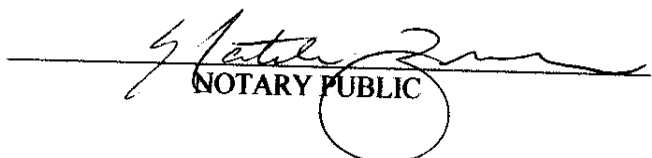
Dated: June 17, 2015

STATE OF ILLINOIS )  
                                                  ) ss. ACKNOWLEDGMENT  
COUNTY OF COOK       )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that CONSTANCE CHRISTOFANO personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal, this 17<sup>th</sup> day of June, 2015.

[SEAL]



  
NOTARY PUBLIC

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## EXHIBIT A

### GRANTOR'S PROPERTY

LOT 14 IN BLOCK 1 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLE UNIT NUMBER 3, BEING A SUBDIVISION IN PART OF THE SOUTH ½ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly Known as: 55 Parkview Drive, Northlake, Illinois 60164

Permanent Identification No.: 12-32-326-014-0000

## EXHIBIT A-1

### EASEMENT AREA

THE WEST 3 FEET OF LOT 14 IN BLOCK 1 IN MIDLAND DEVELOPMENT COMPANY'S NORTHLAKE VILLE UNIT NUMBER 3, BEING A SUBDIVISION IN PART OF THE SOUTH ½ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly Known as: 55 Parkview Drive, Northlake, Illinois 60164

Permanent Identification No.: 12-32-326-014-0000

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## EXHIBIT B

### GRANTEE'S PROPERTY

LOTS 26 AND 27 IN BLOCK 1 IN MIDLAND DEVELOPMENTS COMPANY NORTHLAKE VILLAGE UNIT NO. 3, BEING A SUBDIVISION IN PART OF THE SOUTH ½ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly Known as: 44 – 46 E. North Avenue, Northlake, IL 6016

Permanent Identification No.: 12-32-326-038-0000 and 12-32-326-039-0000

Property of Cook County Clerk's Office