


UNOFFICIAL COPY

1800 GLENVIEW ROAD
GLENVIEW, IL 60025
PIN: 04-35-120-011-0000

PREPARED BY & RETURN TO:
Village of Glenview
2500 East Lake Avenue
Glenview, IL 60026

 *1636345033*
Doc# 1636345033 Fee \$56.00
KAREN A. YARBROUGH COOK COUNTY RECORDER OF DEEDS DATE: 12/28/2016 10:13 AM PG: 1 OF 10

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into on SEPTEMBER 2, 2016 ("Effective Date"), by and between CARMINE AIELLO ("Grantor"), and the Village of Glenview, an Illinois home rule municipality ("Grantee" or "Village"). (Grantor and Grantee may be referred to individually as a "Party" and collectively as the "Parties.")

WITNESSETH:

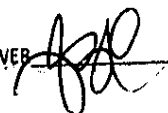
WHEREAS, Grantor owns the property identified by Permanent Index Number 04-35-120-011-0000 legally described on Exhibit A, attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Grantor desires to grant, and Grantee desires to accept, an easement over a portion of the Property as depicted in Exhibit B, attached hereto and incorporated herein by reference, for purposes of constructing and maintaining a public pedestrian sidewalk;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated into and made a part of this Agreement.

2. Grant of Easement. Grantor hereby grants to Grantee an irrevocable, perpetual easement (the "Easement") in, upon, across, and through that portion of the Property described on Exhibit B (the "Easement Area"), for the purpose of installing, constructing, reconstructing, inspecting, maintaining, altering, enlarging, repairing, replacing, operating, and removing a pedestrian sidewalk for the use and enjoyment of the general public (the "Sidewalk"). Further, Grantor hereby grants to Grantee the right to enter upon the Easement Area, at Grantee's sole



UNOFFICIAL COPY

expense and without prior notice to Grantor, to cut, trim, or remove any trees, shrubs, roots, other vegetation, and structures within the Easement Area which interfere with the installation, construction, reconstruction, inspection, maintenance, alteration, enlargement, repair, replacement, operation, or removal of the Sidewalk.

3. No Placement of Obstructions. Grantor shall not place or erect any temporary or permanent buildings, structures, or obstructions of any kind on or over the Easement Area or the Sidewalk without the prior written consent and any applicable approvals of the Village, which shall not be unreasonably withheld.

4. Binding Effect. The Easement and this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors and assigns.

5. Amendments. This Agreement may only be amended by a written instrument executed by both Parties.

6. Severability. In the event any portion of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such finding as to that portion shall not affect the validity, legality, or enforceability of the remaining portions of the Agreement.

7. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Illinois. Venue for all disputes arising under this Agreement shall lie exclusively in a court of competent jurisdiction located in Cook County, Illinois.

8. Authority. All of the individuals signing this Agreement represent that they have the full legal power, right, and actual authority to bind their respective Parties to the terms and conditions hereof.

9. Notices. Any notices required to be given by any Party to any other Party shall be in writing, and all such notices shall be made either (a) by personal delivery, (b) by a recognized courier service, such as Federal Express or UPS, or (c) by United States certified mail, postage prepaid, addressed to the receiving Party at the following addresses, or at such other place as any Party may from time to time designate in writing. Notice will be effective upon receipt if delivered personally, on the date signed for if delivered by courier service, or on the earlier of actual receipt or three (3) days after deposit in the U.S. mail if by mailing:

UNOFFICIAL COPY

If to Grantor:

Attn: CARMINE AIELLO
1800 GLENVIEW ROAD
GLENVIEW IL 60025

If to Grantee:

Village of Glenview
Attn: Village Manager
2500 East Lake Avenue
Glenview, IL 60026

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

11. Recording. Grantee shall cause this Agreement to be recorded with the Cook County, Illinois, Recorder of Deeds.

[Signature page follows.]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the Effective Date set forth above.

GRANTOR:

CARMINE AIELLO

By: Carmine Aiello
Its: _____

GRANTEE:

VILLAGE OF GLENVIEW

By: Shane Schneider
Its: Village Engineer

WITNESSED AND SIGNED this _____ day of _____, 2007.

Property of Cook County Clerk's Office

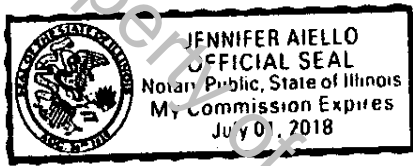
UNOFFICIAL COPY

STATE OF Illinois)
) SS
COUNTY OF Cook)

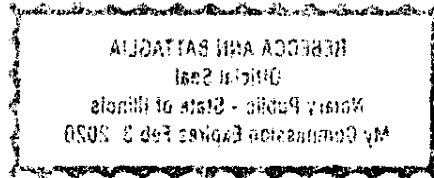
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CAEMINE AIELLO, of 1800 GARDNER RD, personally known to me by the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he/she signed, sealed, and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary's seal this 2nd day of September, 2016.

SEAL



J. Aiello
NOTARY PUBLIC



Property of Cook County Clerk's Office

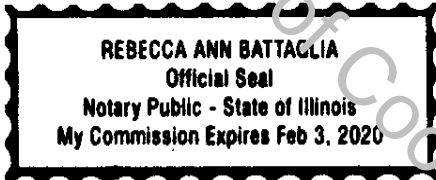
UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ~~Shane Schneider~~, of the Village of Glenview, Cook County, Illinois, personally known to me by the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he/she signed, sealed, and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary's seal this 5th day of Oct, 2016.

SEAL



Rebecca Ann Battaglia
NOTARY PUBLIC

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Legal Description of the Property

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LEGAL DESCRIPTION (04-35-120-011)

THAT PART OF THE EAST 50 FEET OF THE SOUTH 177 FEET OF BLOCK 14 LYING NORTH OF THE NORTH LINE OF LAKE STREET IN OAK GLEN, BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH LINE OF SAID LOT AND SOUTH OF THE SOUTH FACE AND THE EAST EXTENSION OF THE SOUTH FACE OF THE EXISTING BUILDING LOCATED ON SAID LOT, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

Depiction of the Easement Area

Property of Cook County Clerk's Office

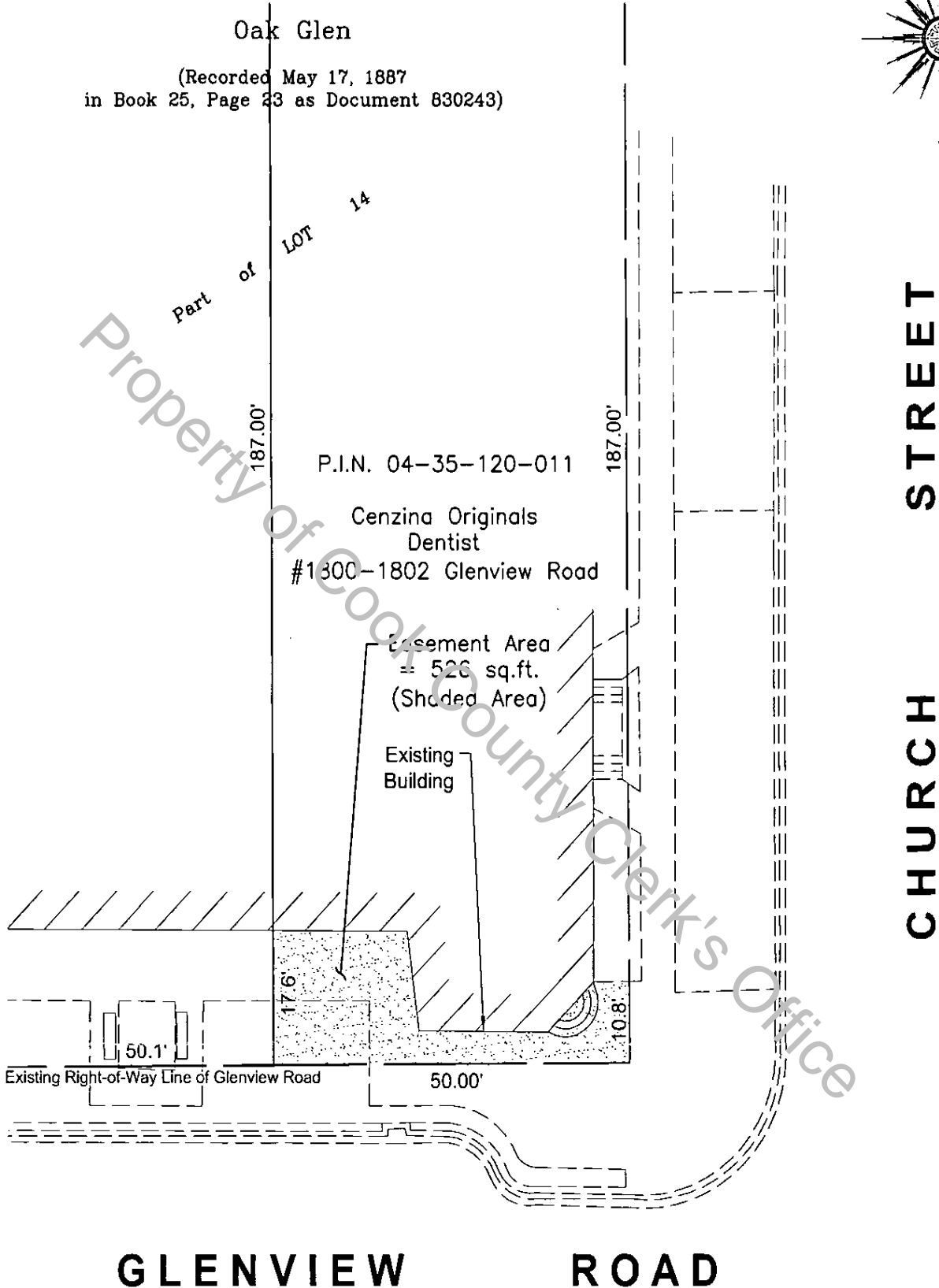
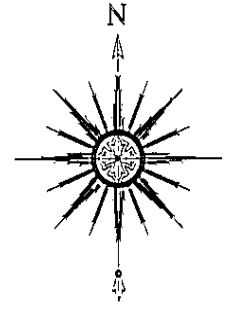
COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

UNOFFICIAL COPY

Easement Exhibit



BAXTER & WOODMAN
Consulting Engineers

8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012
PHONE: 815-459-1260 • FAX: 815-455-0450