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1705 GLENVIEW ROAD
GLENVIEW, IL 60025
PIN: 04-35-400-003-0000

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



Doc# 1636345034 Fee \$56.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/28/2016 10:03 AM PG: 1 OF 10

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made and entered into on August 19, 2016 ("Effective Date"), by and between GUNTHER KORNMESSER ("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 04-35-400-003-0000 and 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

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expense and without prior notice to Grantor, to cut, trim, or remove any trees, shrubs, roots, other vegetation, structures, and devices 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.

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:

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If to Grantor:

Attn: _____

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.

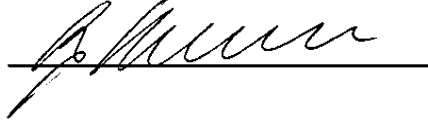
[Signature page follows.]

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

GRANTOR:



By: GERLINDA KORNMESSE
Its: PROPERTY OWNER

GRANTEE:

VILLAGE OF GLENVIEW

By: Shane Schneider
Its: Village Engineer

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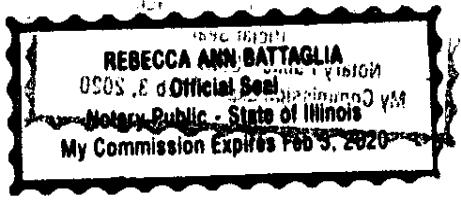
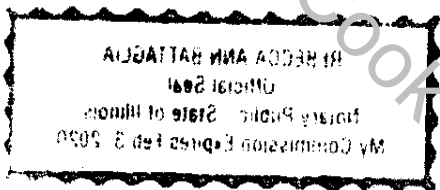
STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GILLIANE ROANNE of 1705 GLENVIEW 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 14 day of August, 2016.

SEAL

Rebecca Ann Battaglia
NOTARY PUBLIC



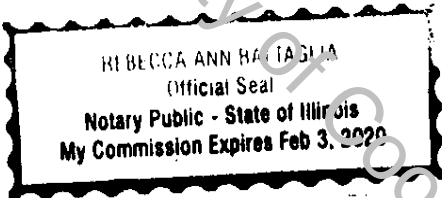
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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EXHIBIT A

Legal Description of the Property

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
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LEGAL DESCRIPTION (04-35-400-003)

THAT PART OF LOT 8 IN ASSESSOR'S DIVISION OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1874 AS DOCUMENT 156006, LYING SOUTH OF THE NORTH LINE OF SAID LOT 8 AND NORTH OF THE NORTH FACE OF THE EXISTING BUILDING LOCATED ON SAID LOT 8, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

Depiction of the Easement Area

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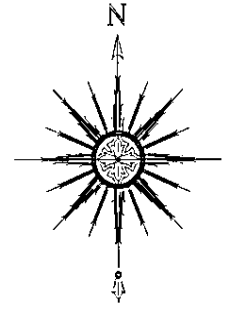
**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

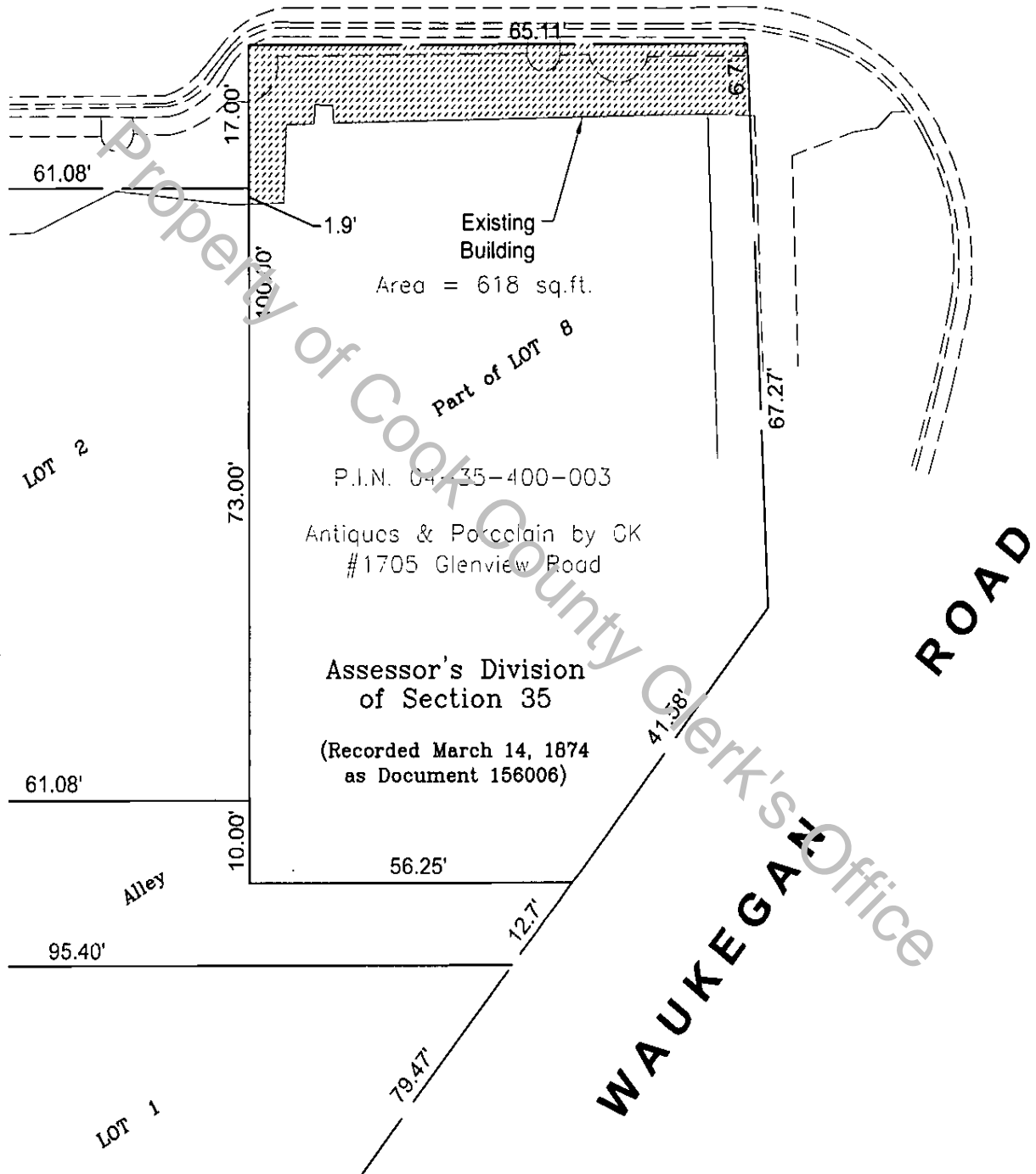
**COOK COUNTY
RECORDER OF DEEDS**

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Easement Exhibit



GLENVIEW ROAD



Maclean's Subdivision

(Recorded September 2, 1952 as Document 15424733)

BAXTER & WOODMAN

Consulting Engineers

8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012

PHONE: 815-459-1260 • FAX: 815-455-0450