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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 08/25/2017 10:32 AM PG: 1 OF 6

Old Republic Title
9601 Southwest Highway
Oak Lawn, IL 60453

EASEMENT AGREEMENT

210 1674835
This Easement Agreement ("Agreement") is made and entered into on July 31, 2017 ("Effective Date"), by and between PARK PLACE GLEN, LLC, an Illinois limited liability company ("Grantor"), and the Village of Glenview, an Illinois home rule municipality ("Grantee" or the "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 04-35-201-038-0000 and legally described on Exhibit A attached hereto and incorporated herein by reference ("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 ("Easement") in, upon, across, and through that portion of the Property described on Exhibit B ("Easement Area"), for the purpose of installing, constructing, reconstructing, inspecting, maintaining, altering, enlarging, repairing, replacing, operating, and removing a pedestrian sidewalk without prior notice to Grantor for the use and enjoyment of the general public ("Sidewalk"). Further, Grantor hereby grants to Grantee the right to enter upon the Easement Area, at Grantee's sole expense and without prior notice to Grantor, to cut, trim, or remove any trees, shrubs, roots,

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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:

If to Grantor:

Park Place Glen LLC
1967 Johns Drive
Glenview, Illinois 60025

If to Grantee:

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

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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

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY

NOTARY PUBLIC
STATE OF ILLINOIS
COMMISSION EXPIRES 12/31/2025

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EXHIBIT A

Legal Description of the Property

THAT PART OF GLENVIEW MUNICIPAL BUILDING CONSOLIDATION SUBDIVISION, BEING A CONSOLIDATION OF PARCELS OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 24, 1978 AS DOCUMENT NUMBER 24598140, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID GLENVIEW MUNICIPAL BUILDING CONSOLIDATION; THENCE SOUTH 89 DEGREES 34 MINUTES 51 SECONDS EAST, ALONG THE NORTH LINE OF SAID GLENVIEW MUNICIPAL BUILDING CONSOLIDATION, A DISTANCE OF 383.60 FEET (RECORD DISTANCE OF 384.35 FEET) TO THE EAST LINE OF SAID GLENVIEW MUNICIPAL BUILDING CONSOLIDATION; THENCE SOUTH 02 DEGREES 36 MINUTES 39 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 397.29 FEET (RECORD DISTANCE OF 397.65 FEET) TO THE SOUTH LINE OF SAID GLENVIEW MUNICIPAL BUILDING CONSOLIDATION; THENCE NORTH 89 DEGREES 33 MINUTES 16 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 94.65 FEET; THENCE NORTH 02 DEGREES 38 MINUTES 49 SECONDS EAST, A DISTANCE OF 158.29 FEET; THENCE NORTH 87 DEGREES 00 MINUTES 01 SECONDS WEST, A DISTANCE OF 26.75 FEET; THENCE NORTH 02 DEGREES 59 MINUTES 59 SECONDS EAST, A DISTANCE OF 10.50 FEET; THENCE NORTH 87 DEGREES 00 MINUTES 01 SECONDS WEST, A DISTANCE OF 262.32 FEET TO THE WEST LINE OF SAID GLENVIEW MUNICIPAL BUILDING CONSOLIDATION; THENCE NORTH 02 DEGREES 39 MINUTES 05 SECONDS EAST, A DISTANCE OF 215.44 FEET TO THE POINT OF BEGINNING.

