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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 07/11/2018 01:39 PM PG: 1 OF 8

GRANT OF EASEMENT
AGREEMENT

UTILITY EASEMENT

Property of Cook County Clerk's Office

Prepared by:

Mail to:

Waldemar Wyszynski
Wyszynski and Associates, P.C.
2500 E. Devon, Ste. 250
Des Plaines, IL 60018
847-954-2100

GRANT OF EASEMENT AGREEMENT

RECORDING FEE 52.00
DATE 7-11-18 COPIES 6
OK BY B. May

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GRANT OF UTILITY EASEMENT AGREEMENT

This Agreement is made this 26th day of JUNE, 2018, between, RIDGE-DEVON COMMONS CONDOMINIUM ASSOCIATION (duly authorized to act on behalf of the Owners of the Servient Tenement defined below), Grantor, and CN GROUP 228 LLC (Owner of Dominant Tenement defined below), the Village of Elk Grove Village, and those public utility providers operating in the Village of Elk Grove Village, all of their legal representatives, agents, successors and assigns, jointly and severally, together referred to as the "Grantees", and

WHEREAS, the Grantor has been authorized to grant an easement over part of the common elements by the unit owners in the Ridge-Devon Commons Condominium as the owners of the common elements of the Ridge-Devon Commons Condominium of a parcel of land commonly known as 1340-1358 Ridge Ave., in Elk Grove Village, Illinois, and which is legally described as follows (hereafter referred to as "Servient Tenement"):

PARCEL 1: RIDGE-DEVON COMMONS CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: LOT 2 IN GARDEN 6 SUBDIVISION BEING A RESUBDIVISION OF PARTS OF LOTS 13 AND 14 IN WILLIAM LUMPP'S DEVON AVENUE FARMS, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 20, 2003 AS DOCUMENT NUMBER 0030238675, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0422613179, AS AMENDED FROM TIME TO TIME.

Permanent Tax Index Numbers: 08-33-301-042-1001 through 1010

WHEREAS, CN Group 228 LLC is the owner in fee simple of adjacent parcel of land commonly known as 225 E. Devon Ave., in Elk Grove Village, Illinois, and are legally described as follows (hereafter referred to as "Dominant Tenement"):

LOT 12 (EXCEPT THE NORTH 210 FEET THEREOF) IN WILLIAM LUMPP'S DEVON AVENUE FARMS, A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 26, 1944, AS DOCUMENT NUMBER 13364273, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index Number: 08-33-301-018-0000

WHEREAS, Grantees (Owner of Dominant Tenement, Village of Elk Grove Village, and

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those public utility providers operating in the Village of Elk Grove Village, all of their legal representatives, agents, successors and assigns, jointly and severally) desire to receive and Grantor is willing to grant a non-exclusive perpetual Easement (as defined in this Agreement) under that part of Servient Tenement legally described as follows (hereafter referred to as "Easement Area") and as depicted on the attached hereto Exhibit "A":

THE NORTH 15 FEET OF LOT 2 IN GARDEN 6 SUBDIVISION, A RESUBDIVISION OF PARTS OF LOTS 13 AND LOT 14 IN WILLIAM LUMPP'S DEVON AVENUE FARMS, BEING A SUBDIVISION IN THE SOUTH ½ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 20, 2003 AS DOCUMENT #0030238675, IN COOK COUNTY, ILLINOIS.

NOW, THEREFORE, IN CONSIDERATION OF \$10.00 AND OTHER VALUABLE CONSIDERATIONS, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY ALL THE PARTIES HERETO, THE FOLLOWING GRANTS, AGREEMENTS, COVENANTS AND RESTRICTIONS ARE MADE:

(1) GRANT OF EASEMENT: The Grantor does hereby grant to the Grantees (Owner of Dominant Tenement, Village of Elk Grove Village, and those public utility providers operating in the Village of Elk Grove Village, all of their legal representatives, agents, successors and assigns, jointly and severally) an Easement appurtenant to the Dominant Tenement, a non-exclusive perpetual easement under the Easement Area. The Easement granted shall be for the purposes of serving the Dominant Tenement with electric and natural gas, storm sewer, sanitary sewer, water mains and other lines, communication services, and any other utilities generally available in the Village of Elk Grove Village. The Grantees are hereby permitted to install, operate, maintain, repair, and remove, from time to time, facilities used in connection with underground transmission and distribution of utilities noted herein under the Easement Area together with the right to install required service connections under the surface of Easement Area. After installation of any such utilities and facilities, the grade of the Easement Area shall not be altered in a manner so as to materially interfere with the proper operation by the aforesaid grantees.

(2) DEVELOPMENT OF DOMINANT TENEMENT: CN Group 228 LLC, its agents, representatives, successors and assigns, whether jointly or severally, are not limited by the current development on the Dominant Tenement and may develop and improve the Dominant Tenement in any way permitted by the Village of Elk Grove Village.

(3) USE OF EASEMENT AREA. Use of Easement Area by Grantor is not confined to the present uses of the Land. The owner of the Servient Tenement hereby reserves the right to use the Servient Tenement and Easement Area in any way, including but not limited to the construction, erection and maintenance of improvements and permanent structures to the Servient Tenement and Easement Area, so long as said use of the property does not materially interfere with the granted easement.

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(4) CONSTRUCTION OF UTILITY LINES.

(a) The Grantees, at their sole cost and expense, may install, operate, maintain, repair, and remove, from time to time, facilities used in connection with underground transmission and distribution of utilities noted herein under the Easement Area together with the right to install required service connections under the surface of Easement Area ("Utility Work") and shall have the right of ingress and egress on, across and over adjoining premises and lands when necessary and without doing damage to such adjoining lands, and only for temporary periods. All construction shall be performed in accordance with all applicable laws and ordinances. All costs and expenses for the work, including but not limited to permits, engineering costs, recording and filing fees, and actual construction costs shall be payable by the Grantees. The Grantees and Grantor, if necessary, shall join in, execute and deliver any and all applications and other instruments for permits, licenses and consents required for the performance of Utility Work.

(b) The Grantees shall cause the Easement Area to be free from mechanic's liens or other liens or claims for lien from the performance of Utility Work.

(c) Upon completion of Utility Work, the Grantees shall cause the Easement Area and any adjacent areas of the Servient Tenement to be restored to the same appearance, grade and condition as prior to the commencement of the Utility Work, including but not limited to the replacement of any landscaping, hardscaping, trees and shrubs.

(d) The Grantees agree, jointly and severally, to indemnify, defend and hold Grantor harmless from and against any and all liabilities, losses, damages, claims, expenses, actions, judgments and costs, of any kind, including reasonable attorneys' fees and court costs, which Grantor may incur arising from or attributable to, or in any manner connected with the breach of any provision of this agreement by Grantees, including but not limited to the provisions set forth in this Section 4. In addition, Grantee shall pay Grantor's reasonable attorneys' fees in the review and negotiation of this agreement, immediately upon execution thereof.

(5) RUNNING OF BENEFITS AND BURDENS. All provisions of this agreement, including the benefits and burdens, run with the land and are binding on and enure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

(6) CONSTRUCTION. The rule of strict construction does not apply to this grant. This grant shall be given reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on Grantees is carried out.

(signature page follows)

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IT WITNESS WHEREOF the parties have caused this Agreement to be executed on the date noted on the first page hereof and for purposes of recording with the Cook County Recorder of Deeds.


On behalf of
GRANTOR:

On behalf of
GRANTEES:


RIDGE-DEVON COMMONS
CONDOMINIUM ASSOCIATION

CN GROUP 228 LLC

by: 
Anthony Jordan, its Board President

by: 
David Nosek, its manager
on behalf of all grantees

by: 
Natalie Jordan its Board Treasurer

By: 
Natalie Jordan its Board Secretary

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CERTIFICATION AND AFFIDAVIT OF THE SECRETARY OF THE BOARD
OF RIDGE-DEVON COMMONS CONDOMINIUM ASSOCIATION

I, Natalie Jordan, being first duly sworn on oath, depose and state:

That I am the Secretary of the Board of RIDGE-DEVON COMMONS CONDOMINIUM ASSOCIATION and as such Secretary, I am the keeper of the books and records of the Association.

That pursuant to Paragraph 5 of the Declaration, this Agreement has been signed and acknowledged by Unit Owners owning not less than sixty-seven percent (67%) of the total ownership of the Common Elements.

By: Natalie Jordan 6/21/18
Secretary date

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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 Anthony Jordan, President of RIDGE-DEVON COMMONS CONDOMINIUM ASSOCIATION, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of June, 2018.



Carol Vespo
NOTARY PUBLIC
11/18/18
COMMISSION EXPIRES

I, the undersigned, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY THAT Natalie Jordan, Treasurer of RIDGE-DEVON COMMONS CONDOMINIUM ASSOCIATION, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of June, 2018.

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Carol Vespo
NOTARY PUBLIC
11/18/18
COMMISSION EXPIRES

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Natalie Jordan, Secretary of RIDGE-DEVON COMMONS CONDOMINIUM ASSOCIATION, personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of June, 2018.

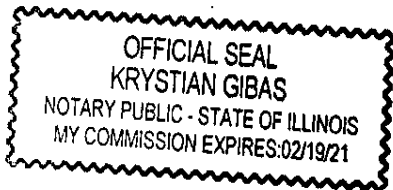


Carol Vespo
NOTARY PUBLIC
11/18/18
COMMISSION EXPIRES

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 David Nosek, Manager of CN GROUP 228 LLC and on behalf of all grantees, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of July, 2018.



[Signature]
NOTARY PUBLIC
2-19-21
COMMISSION EXPIRES