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This instrument prepared by
And after recording, please
return to:
Patrick T. Brankin
SCHAIN, BANKS, KENNY &
SCHWARTZ, LTD.
70 West Madison Street
Suite 5370
Chicago, Illinois 60602



Doc# 2102819017 Fee \$88.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/28/2021 09:45 AM PG: 1 OF 6

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement (the "Agreement") is made and entered into this 22 day of NOVEMBER, 2019 ("Effective Date"), by Richard Maceika (the "Grantor") to and in favor of Village of Palatine ("Grantee"). (Grantor and Grantee shall each sometimes hereinafter be individual y referred to as "Party" or, collectively, "Parties").

RECITALS:

WHEREAS, Grantor is the owner of the real property located at 725 East Eisenhower Avenue in the Village of Palatine ("Village"), (the "Easement Parcel");

WHEREAS, Grantee seeks the right to perform certain sewer televising work on the Easement Parcel including within the home located on the Easement Parcel (collectively the "Work");

WHEREAS, Grantor desires to grant and Grantee desires to accept a temporary easement on, over, under and across the Easement Parcel, for the temporary purpose of conducting the Work on, in, and under the Easement Parcel.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) in hand paid by Grantee to Grantor, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. **Recitals**. The Recitals set forth hereinabove are fully incorporated into this Agreement by this reference.

2. **Grant of Temporary Easement**. Grantor hereby grants and conveys to Grantee a temporary, non-exclusive easement ("Temporary Construction Easement") for entering upon the Easement Parcel for the purposes of the Work and all activities, equipment, supplies and materials necessary to perform the Work.

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3. **Performance of the Work.** Grantee covenants and agrees that the Work will be performed and completed, in compliance with all applicable laws, statutes, ordinances and governmental rules, regulations and requirements now in force or that may become in force in a lien free manner.

4. **Term.** This Agreement and the Temporary Construction Easement herein granted shall commence on the Effective Date and shall expire and terminate on completion of the Work. Upon the expiration of the Temporary Construction Easement in accordance herewith, if requested by Grantor, Grantee shall provide Grantor with a written, signed and recordable release of the Temporary Construction Easement contained herein.

5. **Non-Interference.** Grantor shall not interfere with work performed by Grantee in connection with the Work. Grantee shall use commercially-reasonable efforts not to unreasonably interfere with Grantor's operations on the Easement Parcel.

6. **Removal of Equipment.** Grantee covenants and agrees that, after the Work has been completed, Grantee will, at Grantee's sole cost and expense, promptly remove Grantee's supplies and materials from the Easement Parcel.

7. **Remedies.** In the event of a breach, or attempted breach or threatened breach of any of the obligations of the Easement, Grantee, in addition to any and all remedies at law or in equity Grantee may have under applicable law, shall be entitled to the remedy of specific performance, including the right to obtain an injunction to specifically enforce the performance of such obligation, the Parties hereby acknowledging the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach.

8. **Attorneys Fees.** In the event of any dispute hereunder resulting in a lawsuit, the prevailing Party in such suit, upon the entry of a final, unappealable judgment order, shall be entitled to reimbursement for all reasonable costs and expenses, including without limitation, a reasonable sum for attorneys' fees and court costs.

9. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois.

10. **Severability.** If any term or provision of this Agreement or the application thereof shall, to any extent to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

11. **Grantor and Grantee Representations.** Grantor represents and warrants that it is the legal, fee title owner of the Easement Parcel and that Grantor has full power and authority to execute this Agreement and grant the Easement herein granted, without the consent or authorization of any other person. Grantee represents and warrants that it is duly authorized to enter into this Agreement, to perform the Work and to perform the covenants as set forth herein.

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12. **Notice.** All notices to be given under this Agreement shall be addressed to such party at the address specified below:

If to Grantor(s): RICHARD B. MACCIKA
725 N. BILBENHOWER AVE
PALATINE, IL 60074

If to Grantee: Village of Palatine
 200 E. Wood Street
 Palatine, IL 60067

With a copy to: Schain, Banks, Kenny & Schwartz, Ltd.
 70 W. Madison Street, Suite 5300
 Chicago, Illinois 60602
 Attention: Patrick T. Brankin, General Counsel

Any Party may lodge written notice of a change of address. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

13. **Benefits and Burdens.** All terms, covenants and conditions contained herein, including, but not limited to all benefits and burdens, shall run with the land and inure to the benefit of and be binding upon the Parties and their respective successors and assigns in title to the Easement Parcel.

14. **No Waiver; Counterpart Execution.** No waiver of any default of any obligation by any Party hereto shall be implied from any omission by the other Party to take any action with respect to such default. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

15. **No Agency.** Nothing in this Agreement shall be deemed or construed by either Party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the Parties.

16. **Entire Agreement.** This Agreement contains the complete understanding and agreement of the Parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

17. **Time of Essence.** Time is of the essence of this Agreement.

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18. Miscellaneous.

(a) The Article headings in this document are for convenience only, shall in no way define or limit the scope or content of the Agreement, and shall not be considered in any construction or interpretation for any part hereof.

(b) Nothing in this Agreement shall be construed to make Grantor and Grantee partners or joint venturers or render either of said Parties liable for the debts or obligations of the other.

(c) This Agreement may be amended, modified or terminated at any time by declaration in writing, executed and acknowledged by Grantor and Grantee, or their respective successors or assigns, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

(d) Time is of the essence of this Agreement.

(e) As additional consideration for the granting of the execution of this Agreement, Grantee agrees to share the results of the Work with Grantor.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

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IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and date first above written.

GRANTOR:

Richard Macelka

By: *Richard Macelka*
Name: Richard B. MACELKA
Title: _____

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GRANTEE:

Village of Palatine

By: *R.J. Ottesen*
Name: Ray J. Ottesen
Title: Village Manager

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EXHIBIT A

LEGAL DESCRIPTION

LOT 12 IN BLOCK 3 IN HAROLD RESKIN ADDITION TO PALATINE, IN THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 2, 1955 AS DOCUMENT NUMBER 1606941, IN COOK COUNTY, ILLINOIS

P.I.N.: 02-14-420-003-0000

STREET ADDRESS: 725 EAST EISENHOWER AVENUE, PALATINE, IL 60074

Property of Cook County Clerk's Office