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2216422043

This instrument prepared by and
after recording return to:
Mark R. Heinle
Ancel, Glink P.C.
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563

Doc# 2216422043 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/13/2022 03:35 PM PG: 1 OF 9

This space reserved for Recorder's use only.

SIDEWALK EASEMENT AGREEMENT BETWEEN CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 8, 1983, KNOWN AS TRUST NUMBER 107372 AND THE VILLAGE OF HARWOOD HEIGHTS

This Permanent Sidewalk Easement Agreement ("Agreement") is made and shall be effective on the date last subscribed below (the "Effective Date"), by and between Chicago Title Land Trust Company, as Successor Trustee to LaSalle National Bank, a national banking association, as Trustee Under Trust Agreement Dated December 8, 1983, Known as Trust Number 107372 ("Grantor") and the VILLAGE OF HARWOOD HEIGHTS, Illinois, an Illinois municipal corporation ("Grantee").

RECITALS

WHEREAS, Grantor is the legal owner in fee simple of certain real property generally described as being located at the southwest corner of the intersection of Carmen Avenue and Harlem Avenue in Harwood Heights, Illinois, bearing PIN 12-12-414-003, as more particularly described in Exhibit A, attached hereto and incorporated as though fully set forth herein (the "Property");

WHEREAS, Grantee wishes to cause the construction of and subsequently maintain a sidewalk in and upon a portion of the Property for public, pedestrian usage (the "Sidewalk") as further described herein; and

WHEREAS, Grantor is willing to grant an easement on that portion of the Property depicted and legally described in Exhibit B, attached hereto and by this reference incorporated herein and made a part hereof (the "Easement Premises");

WHEREAS, the parties wish to enter into this Agreement to define their respective obligations and rights in regard to the sidewalk easement granted herein;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, the Village and Developer agree as follows:

5050 N. Harlem

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1. **RECITALS INCORPORATED BY REFERENCE.** The Recitals to this Agreement are incorporated herein as if they had been set forth in the text of this Agreement, as the agreement and understanding of the parties.

2. **GRANT OF PERMANENT SIDEWALK EASEMENT.** In consideration of the covenants to be kept and performed by Grantee as set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereinafter set forth, Grantor hereby grants to the Grantee and the public at-large a non-exclusive, permanent easement (the "Sidewalk Easement") over, upon and across the Easement Premises to construct, reconstruct, use, own, operate, maintain, repair, replace, alter, and operate the Off-Site Improvements, as such term is defined hereinbelow for public pedestrian purposes in, upon, and across the Easement Premises, together with the right to enter, re-enter, and use the Easement Premises for the purposes and uses set forth and for public pedestrian usage, for so long as the Easement Premises is used exclusively for sidewalk, wheel stop and parking purposes. Grantor expressly reserves for itself, its successors and its assigns, continued ownership in fee simple of the Easement Premises and the right to use the Easement Premises or to grant other easements or licenses at the same location so long as such use/uses does/do not unreasonably interfere with the rights herein granted. To the extent not expressed herein, the parties acknowledge their intention that Grantor not be required to incur any costs, including without limitation any costs associated with insuring the Easement Premises, or perform any work (and that the Grantee shall perform at its sole cost, the same) as a result of this grant of the Easement Premises for the Sidewalk, ROW Parking Improvements, and Wheel Stop. Grantee acknowledges that it has no ownership interest in the Easement Premises prior to or following the Effective Date of this Agreement, but that its interest is strictly limited to Grantee's rights and duties associated with the Sidewalk Easement and Temporary Construction Easement as set forth hereinbelow and otherwise provided for in this Agreement.

- i. "Off-Site Improvements" shall cumulatively refer to the ROW Parking Improvements, Sidewalk Construction, and Wheel Stop, as defined herein.
- ii. "ROW Parking Improvements" shall mean the grading, resurfacing and striping the area designated for new parking stalls along the south side of Carmen Avenue west of Harlem Avenue and east of the Carmen Avenue driveway entrance/exit to/from the Property in such a manner as to provide seven (7) 9' x 18' parking stalls for the use of the public in the Carmen Avenue right-of-way south of the current curb and north of the relocated public sidewalk.
- iii. "Sidewalk" shall mean the construction of a six foot (6'0") wide public sidewalk located along, within and adjacent to the Property along the south side of Carmen Avenue in the Carmen Avenue right-of-way and on the northernmost edge of the Property, immediately south of the ROW Parking Improvements.

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- iv. "Wheel Stop" shall mean the grading and constructing the ROW Parking Improvements and the Sidewalk Construction in such a manner that the northern edge of the relocated sidewalk forms a raised wheel-stop along the southern terminus of the new parking spaces in the Carmen Avenue right-of-way in order to protect pedestrians utilizing the relocated sidewalk from vehicular circulation and parking.

3. **GRANT OF TEMPORARY CONSTRUCTION AND MAINTENANCE EASEMENT.** Grantor, on behalf of itself and all future owners of the Property, hereby grants, declares, gives and conveys a temporary, non-exclusive easement (the "Temporary Construction Easement"), which is reasonably larger in size than the Easement Premises, in, on, over, through and across the Temporary Construction Easement Premises, Permanent Easement Premises, and each portion thereof, in favor of the Village of Harwood Heights and its contractors, agents, employees, representatives, successors, transferees and assigns (each, a "Grantee"), for the purpose of constructing and maintaining the Off-Site Improvements, but only insofar as the Temporary Easement Premises is only used for the necessary movement and staging of men, material and equipment to facilitate the initial installation and subsequent inspection and maintenance of the Off-Site Improvements. The parties shall mutually agree on access locations and cooperate with one another to minimize disruptions to the use of the Property.

4. **MAINTENANCE.** Grantee shall be obligated to keep the Easement Premises in good repair for its intended purposes and Grantee shall perform any and all necessary maintenance on the improvements constructed thereon, which shall be the sole responsibility of Grantee.

5. **GRANTEE PLANS.** Grantor and Grantee agree that Grantee or agents thereof will construct the Sidewalk in a good and workmanlike manner substantially in accordance with the plans to be developed by Grantee in substantial accordance with the preliminary plans attached hereto as **Exhibit C**. In the event any material changes to the Plans are contemplated upon completion of design engineering, such proposed final plans shall be submitted to Grantor for its approval, not to be unreasonably withheld. Such final plans shall describe in reasonable detail, the method of installation, location, materials, and other material specifications of the work to be performed. If Grantor fails to give notice of approval or disapproval within ten (10) business days following receipt thereof, then the final plans shall be deemed approved. Any notice of disapproval from Grantor shall be in writing and specify with particularity the element(s) of the proposed final plans being disapproved. If Grantor gives notice of its disapproval of the proposed final plans, then Grantee and Grantor shall promptly, in good faith, develop modified plans on which they agree. If the Grantor and the Grantee fail to reach agreement not later than thirty (30) days following the Grantee's receipt of Grantor's disapproval of the modified plans, then the Agreement shall be terminated and of no further force and effect. Upon approval of proposed final plans, the final plans shall be inserted to this Easement Agreement as the new Exhibit C, replacing the preliminary plans with no further action by the parties. Exhibit C shall be known as the "Final Plans."

6. **PERFORMANCE OF WORK.** The Grantee shall construct, or caused to be constructed, the Off-Site Improvements at its sole cost and expense, in accordance with the Final

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Plans. All work by the Grantee shall be diligently commenced and pursued to completion. Except as otherwise provided herein, all non-emergency work capable of being scheduled in advance shall only occur between 8:00 a.m. and 5:00 p.m. Monday – Friday and shall be permitted upon twenty-four (24) hour prior telephonic notice to Grantor at (312) 802-3000 and disclosing the approximate anticipated time and nature of the work that will be performed. In the event of emergency work, the Grantee shall make reasonable efforts to provide Grantor telephone notice of the emergency work on the premises, prior to or within twenty-four (24) hours of the performance of such work. In the event Grantor, its employees or agents impede or deny access to the Grantee, its employees, contractors or agents following proper notice by Grantee, such denial of access shall be considered a material breach of this Agreement. Except as shown in the Final Plans, no exterior modifications shall be made by the Grantee to the character, shape or surfaces of the Grantor's property or improvements thereon without the written approval of the Grantor, and all Grantee work shall be performed so as not to detract from the value of the Grantor's property or the conduct of business operations thereon by any lessee or other lawful occupant of the Property. Grantee shall not cause liens of any kind to be placed against the Easement Premises or any of the Property.

7. **RESTORATION.** The Grantee shall restore the Easement Premises and Temporary Easement Premises and immediately surrounding areas to the condition as it existed immediately prior to the Grantee performing any work, reasonable wear and tear and casualty not caused by the Grantee excepted.

8. **EASEMENT COMPENSATION.** For and in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Grantor acknowledges that it waives any claim or demand for payment of further consideration, all claims arising out of the above acquisition have been waived, including without limitation, any diminution in value to any remaining property of the Grantor caused by the permanent and temporary construction easements herein granted. This acknowledgment does not waive any claim for trespass or negligence against the Grantee which may cause damage to the rest of Grantor's property.

9. **GRANTEE COVENANTS.** The Grantee hereby covenants and agrees that the permanent, nonexclusive utility easement and temporary construction easement are granted upon the express conditions that due care, skill and diligence will be used in constructing, reconstructing, laying and repairing the Off-Site Improvements in the Easement Premises.

10. **COVENANTS RUN WITH LAND.** All provisions of this Agreement shall run with the land in accordance with the terms hereof and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in the applicable benefited and burdened parcels described herein. Without limiting the generality of the foregoing; (i) the burdens of the Temporary Construction Easement shall run with the land comprising the Temporary Construction Easement Premises and be binding upon said lands during the term of said easement, and the benefits of the Temporary Construction Easement shall run with and inure to the lands comprising the Carmen Avenue right-of-way; and (ii) the burdens of the Permanent Easement shall run with the land comprising the Permanent Easement Premises and the Temporary Construction Easement Premises and be binding upon said lands during the term of said easement, and the benefits of the Permanent Easement shall

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run with and inure to the owner of the Carmen Avenue right-of-way. The terms "Grantor," and "Grantee" as used herein shall be deemed to include any and all successors, grantees and assigns of the undersigned parties, as well as future successors, grantees and assignees of any portion or subdivision of the Property, and their respective successors, grantees and assigns.

11. **INDEMNIFICATION.** This grant of Easement is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of the Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Premises or of the improvements or personal property of the Grantee thereto or thereon, including any liability for injury or death to the person or property of the Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of the Grantee, except to the extent such casualty is caused by Grantor or their officers', agents' or employees' negligent acts or omissions or willful misconduct. The Grantee shall indemnify, protect, defend, and hold harmless Grantor, their officers, agents and its employees from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, caused by or arising out of or in any way related to the Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Agreement or use of the Easement Premises or of the improvements or personal property of the Grantee thereto or thereon, except to the extent that such claim, liability, judgment, cost, damage or expense arises from the negligent acts or omissions or willful misconduct by the Grantor or their officers, agents or employees. Grantor has no duty to insure the Easement Premises.

12. **AMENDMENTS AND ADDITIONAL DOCUMENTS.** This Agreement, together with the Exhibits hereto, contains the entire agreement between the parties hereto relating to the grant of the Temporary Construction Easement and the Permanent Easement. This Agreement may be modified, amended, or supplemented only by subsequent written agreement of the Grantor and Grantee. The parties further agree to promptly execute and deliver: (a) such further documents as may be reasonably requested by the other party in order to more fully effectuate the terms and provisions of this Agreement; and (b) any modification, amendment, estoppel or supplement to this Agreement requested by any lender providing financing or refinancing for the acquisition, construction, maintenance, alteration, restoration or repair of any improvements made to the Property or any part thereof, so long as such modifications, releases, amendments, estoppels or supplements are reasonable and do not materially and adversely affect the duties, obligations, rights and privileges created hereunder.

13. **WARRANTY.** The persons executing this Agreement on behalf of the respective parties warrant that they have the authority to enter into this Agreement. The parties further warrant that they will perform all their obligations hereunder and that the obligations imposed upon each shall be valid and binding obligations. The parties mutually warrant to one another that the execution of this Agreement has been duly and validly authorized.

14. **BINDING EFFECT.** All provisions of this instrument, including the benefits and burdens, shall run with the land and are binding on and inure to the heirs, assigns, successors, tenants and representatives of the parties hereto.

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15. SEVERABILITY. In the event that any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion shall not affect the validity or enforceability of the balance of this Agreement.

16. NOTICES. Except as otherwise provided, all notices, requests, demands and other matters required to be given or which may be given hereunder shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, registered or certified, postage prepaid, addressed to the Grantor or to the Clerk of the Grantee.

17. HEADINGS/EXHIBITS. The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an exhibit in this Agreement shall be deemed to incorporate by reference that exhibit into this Agreement such that it is an integral part of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, the Parties hereto have caused her respective duly authorized representatives and officers to execute this Agreement.

GRANTOR:

**CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO
LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS
TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 8, 1983, KNOWN AS
TRUST NUMBER 107372**

By: *[Signature]*

Its: PRESIDENT BANK ON Harlem, INC

Date: 4-29-22

GRANTEE:

VILLAGE OF HARWOOD HEIGHTS,
an Illinois municipal corporation

By: *[Signature]*

Arlene Jeziorny, President

Date: 5-24-22

Attest:

[Signature]
Village Clerk

Seal:



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EXHIBIT A

Legal Description of PIN 12-12-414-003 (the "Property")

PART OF PARCEL 2:

LOT 169 IN VOLK BROTHERS FIRST ADDITION TO GREATER HARLEM AVENUE SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 1929 AS DOCUMENT 10358672, IN COOK COUNTY, ILLINOIS.

PART OF PARCEL 3:

THE EAST HALF OF THE VACATED ALLEY LYING WEST OF AND ADJOINING LOT 169 IN VOLK BROTHERS FIRST ADDITION TO GREATER HARLEM AVENUE SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 2, 1929 AS DOCUMENT 10358672, IN COOK COUNTY, ILLINOIS.

PIN: 12-12-414-003

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EXHIBIT B

Easement Premises

Attached on following page

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

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