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2309522041

THIS DOCUMENT WAS

Doc# 2309522041 Fee \$71.00

PREPARED BY:

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

John T. O'Connell
Village of Hodgkins
8990 Lyons Street
Hodgkins, IL 60525

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/05/2023 03:54 PM PG: 1 OF 11

AFTER RECORDING RETURN TO:

Higgins & Brancheau LLC
200 West Adams Street
Suite 2220
Chicago, Illinois 60606
Attention: Michael R. Brancheau

GRANT OF DETENTION EASEMENT AGREEMENT

THIS DETENTION EASEMENT AGREEMENT (the "Agreement") is made and entered into this 30th day of March, 2023, by and between H2R Development LLC, an Illinois limited liability company ("Grantor") and the Village of Hodgkins, an Illinois Home Rule Municipality ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain real property located in Hodgkins, Illinois, which property is legally described on **EXHIBIT A**, attached hereto and made a part hereof (the "Grantor Property"); and

WHEREAS, Grantor acquired the Grantor Property from Grantee for purposes of the construction and maintenance of a Gun Range (the "Work") on said Property; and

WHEREAS, as part of the conveyance of the Property, Grantee has agreed to perform certain improvements to the land ("Land Improvement Work"); and

WHEREAS, part of the Land Improvement Work is the installation and maintenance of a Stormwater Detention Pond ("Pond") that will be of sufficient capacity to service the Grantor and one other party; and

WHEREAS, in order to increase the capacity and efficiency of the Pond, the Grantor has agreed to allow the Grantee to use approximately 4,600 square feet of the Grantor Property as part of the Pond; and

WHEREAS, Grantee is the fee simple owner of that certain real property in Hodgkins, Illinois and located adjacent to the Grantor Property, which property is legally described on **Exhibit B** attached hereto and made a part hereof (the "Village Property"); and

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WHEREAS, Grantor desires to grant to Grantee a permanent easement in, over, along and through the Easement Area (as hereinafter defined) for purposes of the installation and maintenance of the Pond;

NOW, THEREFORE, incorporating recital of facts and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. **Recitals.** The foregoing Recitals are true and correct and are hereby incorporated herein by this reference.

2. **Grant of Easements.**

a. Subject to the terms and conditions set forth herein, Grantor does hereby grant to Grantee, its successors, grantees and assigns, a permanent, perpetual and non-exclusive easement (the "**Detention Pond Easement**") on, upon, over, under, across and through the Easement Area for purposes of:

- i. Performing the work related to the Pond as set forth in Section 3 below;
- ii. Installing, constructing, using, operating, repairing, maintaining, and replacing the Pond, so as to meet the stormwater detention needs required by Grantor and one other owner, with improvements thereon;
- iii. Performing Grantee's maintenance obligations set forth in Section 5 below; and
- iv. Ingress and egress for the Grantee, its successors, grantees and assigns, to access the Easement Area, and to otherwise enable Grantee to exercise the easement rights granted herein.

For purposes of this Agreement, the Easement Area shall mean and refer to that certain portion of the Grantor Property encumbered by the 23-foot detention easement shown on the Plat of Consolidation recorded on March 23, 2023 as Document No. 2308222061 in the Recorder's Office for Cook County, Illinois, a copy of which is attached hereto as **EXHIBIT C**.

b. Subject to the terms and conditions set forth herein, Grantee does hereby grant to Grantor, its successors, grantees and assigns, a permanent, perpetual and non-exclusive easement (the "**Use Easement**") to use the Pond for drainage and stormwater detention purposes.

3. **Performance of the Detention Pond Work**

The Grantee shall install the Pond in connection with the Land Improvement Work that will service the detention needs of the Grantor Property and one other party (the "**Detention Pond Work**"). Grantee has prepared plans and specifications for the Pond (the "**Plans and Specifications**"). The Plans and Specifications shall be subject to the prior written approval of the Metropolitan Water Reclamation District (the **MWRD**"). Following MWRD approval no changes or modification of the Plans and Specification as it affects the Easement Area shall be made by the Grantee unless directed by the MWRD. Promptly after MWRD's approval of the Plans and Specifications, and receipt by Grantee of all required

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licenses, permits and approvals related to such construction, Grantee shall perform or cause to be performed the installation and construction of the Pond as depicted on the Plans and Specifications, which work shall be of first class, new material, manufacture, design, and capacity.

4. Non-Interference with Work; Use of Easement.

a. Grantee agrees that in connection with the Detention Pond Work and Grantee's use of the Detention Pond Easement granted herein, the Grantee and its authorized employees, agents, contractors, subcontractors, invitees and successors and assigns shall not unreasonably interfere with Grantor's use of the Grantor Property or delay or materially interfere with Grantor's Work.

b. The easements granted herein, including, without limitation the Detention Pond Easement and the Use Easement, shall be for the benefit and use of the parties and their agents, employees, consultants, contractors, sub-contractors, materialmen, laborers, guests, customers, licensees and invitees. The rights granted pursuant to this Agreement shall at all times be exercised in such a manner as not to materially interfere with the normal operation of the Grantor Property or the Village Property, as the case may be, and the businesses conducted therein. Except in the event of an emergency, the right of either party to enter upon the property of the other party for the exercise of any right pursuant to this Agreement shall be conditioned upon providing reasonable prior advance written notice to the other party as to the time and manner of such entry.

5. Repair and Maintenance.

a. The Grantee shall maintain, repair or replace the Pond and related improvements within the Easement Area (collectively, the "Improvements") as necessary from time to time in accordance with directives from MWRD or generally accepted maintenance standards and practices for storm water detention facilities in the Chicago area. Any costs associated with the maintenance of the Pond and the Easement Area shall be exclusively assumed by the Grantee provided no negligent acts by Grantor, its agents or invitees.

b. Grantee agrees to indemnify and hold Grantor harmless for any damage caused to Grantor or the Grantor Property resulting from the exercise of Grantee's rights hereunder, the negligence or willful misconduct of Grantee, or any agent, contractor or employee of Grantee, or any breach of this Agreement by Grantee.

6. Indemnification

Grantee agrees to and hereby does defend, indemnify and hold harmless the Grantor, its members, partners, shareholders, officers and directors, and agents (collectively the "Indemnified Parties") from and against any and all claims, costs, expenses (including reasonable attorneys' fees), damages and liabilities that any and all of the Indemnified Parties suffer and incur as a result of personal injury, death or property damage occurring on or from the exercise of rights or privileges granted by this Agreement.

7. **Remedies and Enforcement.** Each of Grantor and Grantee shall have enforcement rights hereunder, including the right of specific performance, injunction and any and all other legal or equitable rights and remedies available to such party. In addition to all other remedies available at law or in equity,

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upon the failure of a defaulting party to cure a breach of this Agreement within five (5) days following written notice thereof by a party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 5-day period, the defaulting party commences such cure within such 5-day period and thereafter diligently prosecutes such cure to completion, provided that, in no event shall such cure period exceed fifteen (15) days), then the non-defaulting party shall have the right to perform such obligations contained in this Agreement on behalf of such defaulting party and be reimbursed by such defaulting party upon written demand for the reasonable costs and expenses (including reasonable attorneys' fees) incurred by such non-defaulting party. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

8. **Binding Effect; Successors.** The rights and obligations created by this Agreement shall run with the land with the Grantor and shall run with the land with the Grantee, and shall be binding upon and inure to the benefit of and be enforceable by Grantor and Grantee, and to their respective successors, transferees or assigns, subject to any restrictions on transfer contained herein.

9. **Personal Liability.** Notwithstanding anything contained herein to the contrary, it is specifically understood and agreed that there shall be no personal liability on any party hereto with respect to any of the terms, covenants, conditions or provisions of this Agreement, and in the event of a breach or default by any party of any of its obligations under this Agreement, the other party and any persons claiming by, through or under such party shall look solely to the equity of such breaching or defaulting party in the Grantor Property or the Grantee Property, as the case may be, for the satisfaction of such other party's remedies and claims for damages. The foregoing shall not preclude any action for injunctive or declaratory relief or for specific performance.

10. **Notices.** All notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

Grantor: H2R Development LLC
383 Barn Swallow Lane
Vernon Hills, Illinois 60061
Attention: Tom Y. Smith III

With a copy to: Higgins & Brancheau LLC
200 West Adams Street
Suite 2220
Chicago, Illinois 60606
Attention: Michael R. Brancheau

Grantee: John T. O'Connell
Village of Hodgkins
8990 Lyons Street
Hodgkins, IL 60525

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11. **Modification.** This Agreement may not be amended, waived, or discharged, except by an instrument in writing executed by the Grantor and Grantee, or their respective successors, transferees, or assigns, which written document shall be recorded public records of Cook County, Illinois.

12. **Section Headings.** The section headings as used herein are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties hereby set forth, or limit the scope of any provision hereof.

13. **Severability.** Invalidation of any one of the covenants and restrictions set forth herein, or any part, clause or word thereof, or the application thereof in specific circumstances by judgment or court order shall not affect any other provision or applications and other circumstances of the terms and provisions hereof, all of which shall remain in full force and effect.

14. **Time is of the Essence.** The time of performance of this Agreement, and of each covenant and provision hereof, is of the essence.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any proceeding brought pursuant to this Agreement shall be in Cook County, Illinois.

16. **Counterparts.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute the binding agreement of the parties.

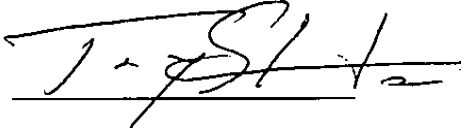
17. **Entire Agreement.** This Agreement is the complete agreement between the parties hereto relating to the subject matter hereof.

[signatures on the following page]

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IN WITNESS WHEREOF, the parties have executed this Grant of Detention Easement Agreement on the date first above written.

H2R DEVELOPMENT LLC
an Illinois limited liability company

By: 

Name: Tom Y. Smith III


Its: Manager

STATE OF ILLINOIS)

COUNTY OF ~~COOK~~) DeKalb

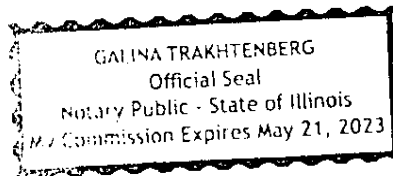
On this the 24th day of March, 2023, before me, the undersigned Notary Public personally appeared Tom Y. Smith III, the Manager for the H2R Development LLC, an Illinois limited liability company, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand of official seal.



Notary Public

My Commission Expires:



[signatures continued on the following page]

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VILLAGE OF HODGKINS:

By: [Signature]
Name: ERNEST Millsap
Its: VILLAGE PRESIDENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

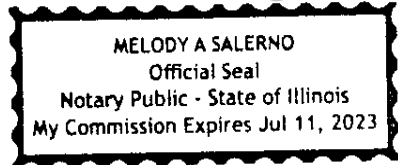
On this the 28th day of March, 2023, before me, the undersigned Notary Public personally appeared ERNEST Millsap for the Village of Hodgkins, proved to me on the basis of satisfactory evidence to the person whose name is subscribed to the within instrument and acknowledge to me that he executed the same in his authorized capacity, and by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand of official seal.

[Signature]

Notary Public

My Commission Expires: July 11, 2023



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EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

LOT 1 IN RANGE USA CONSOLIDATION, BEING A CONSOLIDATION OF LOTS 8, 9, 10, 11, 25, 26, 27 AND 28 IN LENZIES FIRST ADDITION TO HODGKINS A SUBDIVISION OF THE WEST HALF OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN PER DOCUMENT NUMBER 8973825, IN COOK COUNTY, ILLINOIS, AS PER PLAT OF RANGE USA CONSOLIDATION RECORDED MARCH 23, 2023 AS DOCUMENT NO. 2308222061.

PERMANENT INDEX NUMBERS: 18-15-301-009-0000
18-15-301-010-0000
18-15-301-011-0000
18-15-301-012-0000
18-15-301-025-0000
18-15-301-026-0000
18-15-301-027-0000
18-15-301-028-0000

COMMONLY KNOWN AS: 5907 East Avenue, Hodgkins, Illinois 60525

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EXHIBIT B

LEGAL DESCRIPTION OF VILLAGE PROPERTY

LOT 29 IN LENZIES FIRST ADDITION TO HODGKINS A SUBDIVISION OF THE WEST HALF OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN PER DOCUMENT NUMBER 8973825, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 18-15-301-029-0000

Property of Cook County Clerk's Office

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EXHIBIT C

PLAT OF CONSOLIDATION

See attached.

Property of Cook County Clerk's Office

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

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

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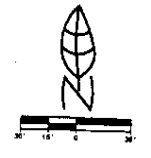
RANGE USA CONSOLIDATION

BOOK 2309252041 PAGE 11 OF 11
DATE: 03/23/2023 10:00 AM
FILED: 03/23/2023 10:00 AM

SEND TAX BILL TO
NAME: Jim Smith
ADDRESS: 373 Bluffs...
Village of Hoodgins

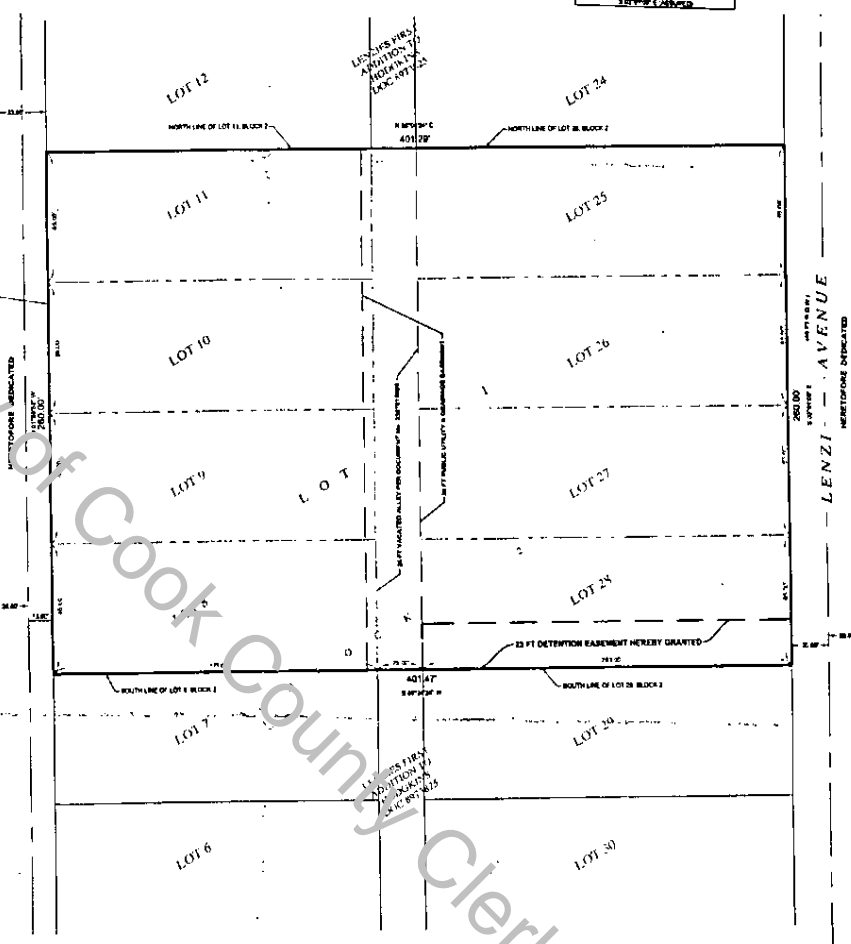
BEING A CONSOLIDATION OF LOTS 8, 10, 11, 25, 26, 27, AND 28 IN LEASES FIRST ADDITION TO HOODGINS A SUBDIVISION OF THE WEST HALF OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN PER DOCUMENT NUMBER 887355, IN COOK COUNTY, ILLINOIS.

LAND AREA - 556.36 SQ FT
OR 2.59 ACRES MORE OR LESS



PLATS:
18-15-301-008
18-15-301-010
18-15-301-011
18-15-301-012
18-15-301-025
18-15-301-026
18-15-301-027
18-15-301-028

CONVEYANCE
THE UNDERSIGNED HAS CAUSED THE SURVEY AND OTHER PROCEEDINGS TO BE MADE AND COMMUNICATIONS TO BE MADE TO THE PROPERTY OWNERS AND INTERESTED PARTIES TO THE PROPERTY...



NOTICE TO THE PUBLIC
A WARNING IS HEREBY GIVEN THAT THE UNDERSIGNED HAS CAUSED THE SURVEY AND OTHER PROCEEDINGS TO BE MADE AND COMMUNICATIONS TO BE MADE TO THE PROPERTY OWNERS AND INTERESTED PARTIES TO THE PROPERTY...

PROPERTY CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK)
I, the undersigned, being a duly qualified and sworn land surveyor, do hereby certify that the above and foregoing plat is a true and correct copy of the original plat on file in my office...

VILLAGE BOARD CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK)
APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HOODGINS, COOK COUNTY, ILLINOIS, ON THE 22nd DAY OF MARCH, 2023.

DEVELOPER CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF DUPAGE)
I, Thomas J. Ceral, Illinois Professional Land Surveyor No. 036-2205, do hereby certify that the above and foregoing plat is a true and correct copy of the original plat on file in my office...

NOTARY CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK)
I, Melissa Salerno, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Ernest Milligan and John Deane III, respectively, are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they are said owner for the uses and purposes set forth given under my hand and seal the 22nd day of March, 2023.

DEVELOPER CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK)
TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE DRAWING OF SURFACE WATERS HAS NOT BEEN CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF...

DEVELOPER CERTIFICATE
STATE OF ILLINOIS)
COUNTY OF COOK)
I, Thomas J. Ceral, Illinois Professional Land Surveyor No. 036-2205, do hereby certify that the above and foregoing plat is a true and correct copy of the original plat on file in my office...

NOTARY PUBLIC
Melissa Salerno
Notary Public in and for Cook County, Illinois
My Commission Expires July 31, 2025

NOTARY PUBLIC
Ernest Milligan
John Deane III
2023 A.D.
COOK COUNTY RECORDS

NOTARY PUBLIC
Thomas J. Ceral
Illinois Professional Land Surveyor No. 036-2205
Effective Date August 19, 2008, Zone X and that no part of said property borders on or includes any public waters in which the State of Illinois has any property rights or property interests.

