

UNOFFICIAL COPY

LEGAL DEPARTMENT
VILLAGE OF ARLINGTON HEIGHTS
111 S. ARLINGTON HEIGHTS ROAD
ARLINGTON HEIGHTS, ILL. 60005

AGREEMENT CONCERNING PUBLIC SIDEWALK LOCATED ON PRIVATE PROPERTY

86200217

This Agreement made as of the 5th day of May, 1986, by and between the Bank of Ravenswood, not individually, but solely as Trustee under Trust #25-6836 ("Ravenswood"), and the Village of Arlington Heights (the "Village").

W I T N E S S E T H

WHEREAS, Ravenswood is the owner of record of certain real property situated in the Village of Arlington Heights, Cook County, Illinois, described on Exhibit A attached hereto (the "Property"), which Property is developed with a shopping center; and

WHEREAS, in connection with development of the Property, Ravenswood desires to satisfy the obligation, imposed by ordinances of the Village, to provide a public sidewalk along the south side of Rand Road by locating the sidewalk on the Property; and

WHEREAS, the Village is willing to permit the construction of the sidewalk on the Property, provided that Ravenswood assumes the obligation of maintenance.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, it is agreed as follows:

1. Ravenswood agrees to maintain, at no cost or expense to the Village, the sidewalk located on the north side of the Property, as well as the timber retaining wall and handrail adjacent to the sidewalk, and all components and appurtenances of such improvements, in a safe condition. Said improvements shall be constructed in accordance with plans and specifications prepared by Applied Engineering Company, Rolling Meadows, Illinois, as approved by the Village, copies of which are on file in the Engineering Department of the Village.

2. In the event Ravenswood does not maintain the above-described improvements in a condition reasonably safe for use of pedestrians, the Village will give Ravenswood written notice of such default and if Ravenswood does not cure such default within ten (10) days after receipt of such notice (or within such longer period of time as may be appropriate under the circumstances if such default cannot reasonably be cured within such ten (10) day period) the Village shall have the right to enter upon that portion of the Property affected thereby in order to remedy such default. In such event, Ravenswood shall, on demand, reimburse the Village for the monies actually expended by the Village in such default, and if Ravenswood fails to reimburse the Village within 30 days of receipt of a written statement of the Village's cost to cure the default, the Village shall have a lien against the Property for the amount actually expended by the Village in curing such default, a claim for which lien may be recorded with

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11/15/2011 10:00 AM

Dear Mr. [Name],

I am writing to you regarding the [Subject]

The [Subject] is currently [Status]

We are currently [Action]

I will contact you again [When]

Thank you for your [Action]

Sincerely,
[Name]

PROPERTY

Property of Cook County Clerk's Office

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862002

LEGAL DEPARTMENT
VILLAGE OF ARLINGTON HEIGHTS
33 S. ARLINGTON HEIGHTS RD
ARLINGTON HEIGHTS, IL 60004

the Cook County Recorder. If payment of the amount of such lien is thereafter received by the Village, the Village will, within 30 days of receipt of payment, issue to Ravenswood a release or satisfaction of such lien.

3. Ravenswood agrees to indemnify and save harmless the Village from and against all claims, suits, damages, costs, losses and expenses, including the costs of defending such claims, in any manner resulting from, arising out of or connected with the location, elevation, design or condition of the sidewalk, handrail, retaining wall and their appurtenances.

4. Ravenswood agrees to continuously maintain public liability insurance on the Property, which insurance shall be issued by an insurance company registered to do business in the State of Illinois with limits of liability generally maintained by prudent owners of similar property, and which shall include coverage of Ravenswood's obligation to indemnify the Village pursuant to this Agreement.

5. All covenants and agreements of Ravenswood hereunder shall be deemed and taken to be covenants running with the land and shall be binding upon such party and its successors and assigns with respect to ownership of the Property.

6. This Agreement is executed by Ravenswood not individually but solely as Trustee, as aforesaid. All the covenants and agreements to be performed hereunder by Ravenswood are undertaken solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against Ravenswood by reason of any of the covenants and agreements contained herein.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

BANK OF RAVENSWOOD, not individually but solely as Trustee under Trust #25-6836

By *Carly Hiji*
Its LAND TRUST OFFICER

VILLAGE OF ARLINGTON HEIGHTS
By *David M. Bender*
Village Manager

This instrument prepared by: Linda L. Harant
Village of Arlington Heights
33 South Arlington Heights Road
Arlington Heights, IL 60005

Arlington Annex Shopping Center
109-115 Rand Road
Arlington Heights, IL 60004
03-17-302-009 thru 03-17-302-015

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IN SENATE
JANUARY 11, 1906

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 1, 1895

AND
A REPORT
ON THE
LANDS BELONGING TO THE STATE

BY
JAMES M. HARRIS, COMMISSIONER

ALBANY:
ANDREW D. WHELAN, STATE PRINTER,
1896

NEW YORK: LEARNER, INC., 1906

ALBANY: ANDREW D. WHELAN, STATE PRINTER, 1896

NEW YORK: LEARNER, INC., 1906

ALBANY: ANDREW D. WHELAN, STATE PRINTER, 1896

NEW YORK: LEARNER, INC., 1906

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ALBANY: ANDREW D. WHELAN, STATE PRINTER, 1896

NEW YORK: LEARNER, INC., 1906

ALBANY: ANDREW D. WHELAN, STATE PRINTER, 1896

Property of Cook County Clerk's Office

1895

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

8 6 2 0 0 2

LEGAL DEPARTMENT
VILLAGE OF ARLINGTON HEIGHTS
13 S. ARLINGTON HEIGHTS ROAD
ARLINGTON HEIGHTS, IL 60015

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT ~~Eva Higi, Land Trust Officer~~ ~~Wm. President~~ of Bank of Ravenswood, and ~~Bank Officer of said Bank~~, personally known to me to be the same persons, whose names ~~are~~ subscribed to the foregoing instrument as such ~~Wm. President~~ and Land Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said ~~Land~~ Trust Officer did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of May, 19 86

Silvia Garcia
Notary Public

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062002

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ARLINGTON HEIGHTS, IL 60005

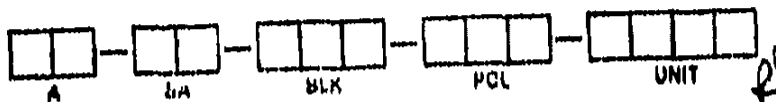
EXHIBIT A

That part of the West half of the Southwest Quarter of Section 17, lying South of the Centerline of Rand Road and that part of the East half of the Southeast Quarter of Section 18, lying South of the centerline of Rand Road, All in Township 42 North, Range 11 of the Third Principal Meridian, described as follows: beginning at a point in the center of Rand Road that is 1350 feet Northwesterly of the intersection of the center of said road with the East line of the said West Half of the Southwest Quarter of Section 17, said intersection being 936.53 feet North of the South line of said Section; thence Southeasterly along the centerline of said Rand Road 900 feet to a point that is 450 feet Northwesterly of the intersection with said East line of the West Half of the Southwest quarter; thence Southwesterly 665.58 feet on a line to a point in a line that is 775 feet North of and parallel to the south line and 848.9 feet West of East line of said West half of Southwest Quarter; thence West 125.35 feet along last said line to a line that is 443.40 feet East of the West line of said West half of the Southwest Quarter; thence North 125.00 feet along last said line to a line 900 feet North of and parallel to the South line of said Southwest quarter; thence West 534.23 feet along last said line to a line that is normal to the centerline of Rand Road and 1025 feet Northwesterly of the East line of the West half of said Southwest quarter as measured along the centerline of Rand Road; thence Northeast 365.44 feet along last said line to a line that is 600 feet Southwesterly and parallel to the centerline of said Rand Road; thence Northwesterly 325 feet along last said line to a line normal to Rand Road, a distance of 1350 feet Northwesterly of the intersection of the centerline of said line of said road with the East line of said West half of the Southwest Quarter; thence Northeasterly 650 feet along last said line to the place of beginning (excepting therefrom the Northeast 50 feet taken for Rand Road), all in Cook County, Illinois.

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86210217

PROPERTY INDEX NUMBERS



Office

13

