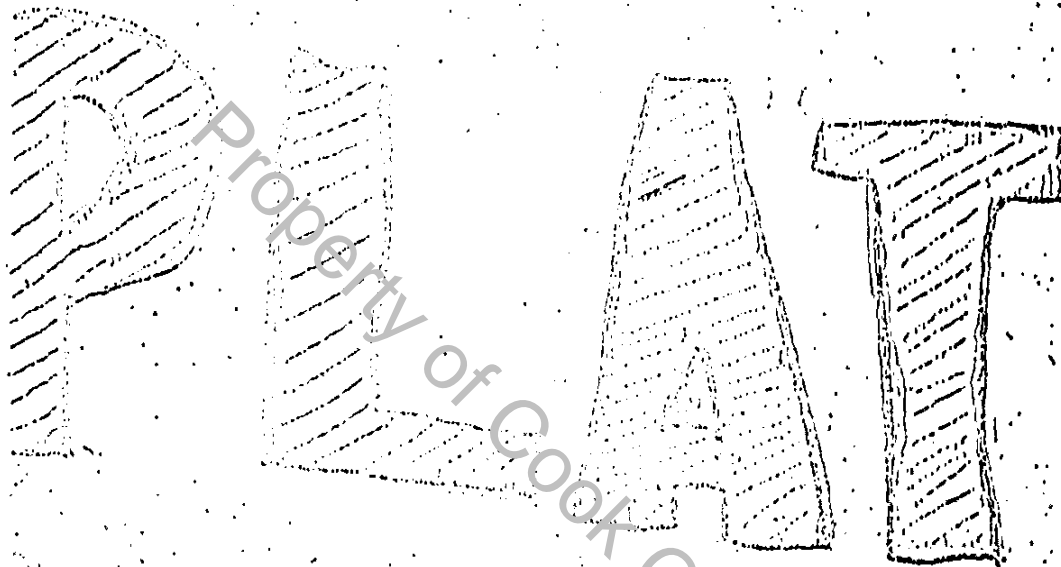


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4/10/94

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901 WELLINGTON AVENUE • ELK GROVE VILLAGE, ILLINOIS 60007-1429 • TELEPHONE (708) 439-3900

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*mlh  
m/29  
20.98*

*Handwritten signature and notes in top right corner.*

Village Clerk of the Village of Elk Grove Village, Counties of Cook and DuPage, Illinois

*Handwritten signature of Patricia S. Smith*

DEPT-01 RECORDING (SEAL)  
T#5555 TRAN 8016 04/10/91 10:53:00  
#9382 ÷ E \*-91-161857  
COOK COUNTY RECORDER

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This is to certify that I, Patricia S. Smith, am the Village Clerk of the Village of Elk Grove Village, Cook and DuPage Counties, Illinois, and as such official am the custodian of the records and seal of said Village; and that the attached is a true and correct copy of Resolution No. 23-91, passed by the President and Board of Trustees of said Village at a meeting duly held on the 9th day of April, 1991, which Resolution was approved by the Village President, all as appears from the official records which are in my custody.

CERTIFICATE OF CLERK

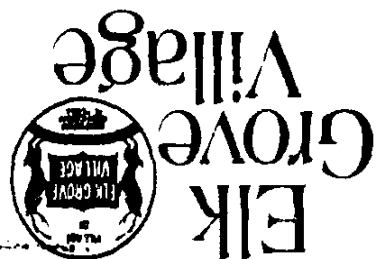
STATE OF ILLINOIS )  
COUNTIES OF COOK AND DU PAGE )

SS

91161857

Village Trustees  
JOSEPH T. BOSSLET  
RONALD L. CHERNICK  
NANCY J. CZARNIK  
DENNIS J. GALLITANO  
JAMES P. PETRI  
MICHAEL A. TOSTO

Village President  
CHARLES J. ZETTER  
Village Clerk  
PATRICIA S. SMITH  
Village Manager  
CHARLES A. WILLIS



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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4581911C

*[Signature]*  
Village Clerk

ATTEST:

*[Signature]*  
Village President

PASSED this 9th day of April, 1991.  
APPROVED this 9th day of April, 1991.

from and after its passage and approval according to law.  
Section 2: That this Resolution shall be in full force and effect  
signature of the Village President.  
forth and the Village Clerk is authorized to attest said documents upon the  
a copy of which is attached hereto and made a part hereof as if fully set

Grant of Easement for Sidewalk  
901 Lively Boulevard

sign the attached documents marked:

Section 1: That the Village President be and is hereby authorized to  
attests as follows:

of the Village of Elk Grove Village, Counties of Cook and DuPage, State of  
NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE  
CLERK TO EXECUTE A GRANT OF EASEMENT FOR SIDEWALK  
901 LIVELY BOULEVARD

RESOLUTION NO. 23-91

UNOFFICIAL COPY

7 5 8 1 9 1 6

BEGINNING AT A POINT ON THE NORTHERLY PROPERTY LINE OF THE

walks located within the following described property:

WHEREAS, the grantee is or may become the owner of certain side-

FEET THEREOF) IN COOK COUNTY, ILLINOIS.

MERIDIAN, (EXCEPTING THE NORTH 220.0 FEET OF THE EAST 420

27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL

165, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION

RESUBDIVISION OF LOT 230 IN HIGGINS INDUSTRIAL PARK, UNIT

LOT 1 IN GULLO INTERNATIONAL CONTINGENT PARK, BEING A

described as follows:

WHEREAS, the grantor is the owner of the tract of land legally

W I T N E S S E T H

Illinois, a municipal corporation (the "GRANTEE").

to the VILLAGE OF ELK GROVE VILLAGE, COOK AND DUPAGE COUNTIES,

COMPANY OF ILLINOIS, AS TRUSTEE UNDER TRUST #2637EG (the "GRANTOR")

THIS GRANT made this 11th day of March, 1991, by NRD TRUST

GRANT OF EASEMENT FOR SIDEWALK

COMMUNITY DEVELOPMENT

ELK GROVE VILLAGE  
ENGINEERING &

MAR 14 1991

RECEIVED

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general use and benefit of the public, a perpetual right

1. GRANT OF EASEMENT: Grantor grants to grantee for the

45819116

follows:

hereto hereby stipulate, it is agreed by and between them as consideration, the receipt and sufficiency of which the parties covenants and agreements of the parties hereto, and other valuable NOW THEREFORE, in consideration of the mutual undertakings,

and conditions hereinafter set forth.

WHEREAS, the grantor is willing to grant said easement on the terms

said sidewalks within Lot 1 and, to keep, maintain, construct, improve, repair, replace or remove public, an easement of ingress and egress upon and to, and rights WHEREAS, the grantee wishes to obtain, for the benefit of the

OF 31.16 FEET TO THE POINT OF BEGINNING.

AND EAST ALONG AN ARC WITH A RADIUS OF 20.00 FEET A DISTANCE

OF LOT 1 AND AT THE POINT OF TANGENCY; AND THENCE NORTH

5.00 FEET TO A POINT LYING ON THE WESTERLY PROPERTY LINE

A DISTANCE OF 23.27 FEET; THENCE WESTERLY A DISTANCE OF

WITH A RADIUS OF 15.00 FEET, CURVING TO THE WEST AND SOUTH

TO THE AFOREMENTIONED NORTH LOT LINE; THENCE ALONG AN ARC

SOUTH A DISTANCE OF 5.00 FEET AS MEASURED AT RIGHT ANGLES

CORNER, SAID POINT ALSO BEING THE POINT OF CURVE; THENCE

ABOVE DESCRIBED LOT 1, 115.32 FEET WEST OF THE NORTHEAST

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3. **INDEMNITY:** Grantee agrees to defend, indemnify and hold Grantor, its agents, employees, successors and assigns harmless from and against all claims, demands, liabilities and expenses, including attorney's fees and costs, which in any way arise out of or result either directly or

2. **RESTRICTION ON GRANTEE'S USE OF SURFACE OF LOT 1:** Grantee agrees not to disturb the surface of Lot 1, except as required in the exercise of its rights under this Easement Agreement. Should Grantee disturb the surface of Lot 1, Grantee agrees that upon completion of all work, Grantee will (within a reasonable time of said completion), reconstruct or repair any improvements which are disturbed and return Lot 1, its surface and improvements thereon, to substantially the same condition as that which existed immediately prior to such disturbance.

and easement to keep, maintain, construct, repair or replace a sidewalk over that portion of Lot 1 shown as improved with a sidewalk on the drawing attached hereto as Exhibit A and made a part hereof. Grantor grants to Grantee, for the general use and benefit of the public a perpetual right of ingress and egress over Lot 1 for purposes of maintaining, replacing or repairing the sidewalks.

Property Clerk's Office

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Either party may give written notice of change of address

is 901 Wellington, Elk Grove Village, Illinois 60007.

Grove Village, Illinois 60007 and the Grantee's address

7. NOTICE: Grantor's address is 100 East Higgins Road, Elk

beyond the area granted herein.

carried out, but in no event shall the right of use extend

construction so that the intention of the parties is

apply to this Grant. The Grant shall be given a reasonable

6. CONSTRUCTION: The rule of strict construction shall not

attorney's fees and expenses.

litigation, it shall recover as part of its costs reasonable

by appropriate action, and, should it prevail in such

5. ATTORNEY'S FEES: Either party may enforce this Agreement

the parties hereto.

successors, assigns and legal representatives of each of

and are binding upon and inure to the benefit of the

and burdens, are intended to and shall run with the land

All provisions of this Agreement, including the benefits

before set forth are hereby made a part of this agreement.

4. RUNNING OF BENEFITS AND BURDENS: The recitals herein

agreement.

rights or obligations granted Grantee under this easement

indirectly from the exercise, use or enjoyment of any

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the undersigned Trustee, not personally but as Trustee as

10. EXCULPATION OF TRUSTEE: This instrument is executed by

and parties in interest" in Lot 1.

convenience, the release may run to "the owner or owners

obligations under this easement agreement. For

from all claims arising out of grantee's rights and

condition; and, (b) continue to indemnify the grantor

grantee must (a) restore Lot 1 to its original unimproved

last address, given pursuant hereto. In such event, the

with directions for delivery of same to grantor at its

this Agreement by recording a release in recordable form

9. RELEASE OF EASEMENT: The grantee herein may terminate

Lot 1.

cable TV and drainage along the north and west sides of

feet for underground Public Utilities, sewer, water,

including but not limited to a grant of Easement of 25

the ground which affect the afore-described easement

to any and all matters of public record or existing on

8. THIS EASEMENT AGREEMENT IS GRANTED AND CONVEYED SUBJECT

receipt shall be evidence of such mailing.

the person depositing the notice in the U.S. Post Office

deemed given when placed in the mail. The affidavit of

the address provided for in this paragraph, and shall be

to the other. All notices shall be sent by U.S. Mail to



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BY: [Signature] TRUST OFFICER

BY: [Signature] VILLAGE PRESIDENT

ATTEST: [Signature] VILLAGE CLERK

GRANTOR: NBD TRUST COMPANY

OF ILLINOIS )OT

INDIVIDUALLY BY AS

TRUSTEE UNDER TRUST

#2637EG

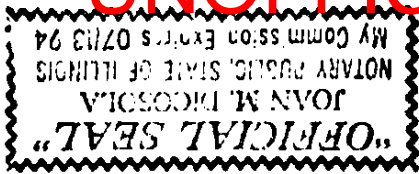
GRANTEE: THE VILLAGE OF ELK GROVE,

A MUNICIPAL CORPORATION

aforsaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of the above described Trust Agreement. It is expressly understood and agreed that nothing in this instrument shall be construed as creating any liability whatsoever against said Trustee personally.

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Notary Public

*Joan M. Piccola*

91161857

GIVEN under my hand and Notarial Seal this 11th day of March, 1991.

the uses and purposes herein set forth. voluntary act and as the free and voluntary act of said bank for signed and delivered the said instrument as their own free and appeared before me this day in person and acknowledged that she same person whose name is subscribed to the foregoing instrument NBD TRUST COMPANY OF ILLINOIS, personally known to me to be the of \_\_\_\_\_ a \_\_\_\_\_ TRUST DEEPEH \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Lafayette A. Dunaway

COUNTY OF COOK

SS

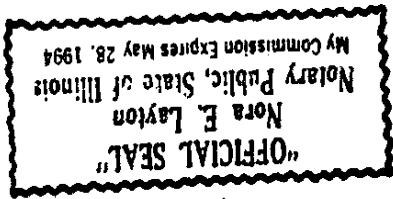
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*Nora E. Layton*  
Notary Public

1991.

*Property of Cook County Clerk's Office*  
GIVEN under my hand and Notarial Seal this 9<sup>th</sup> day of *January* 1991.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Charles J. Zacek, President of the Village of Elk Grove Village and Patricia S. Smith, Village Clerk of the Village of Elk Grove Village personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Resident and Village Clerk, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Village of Elk Grove Village for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that she, as Custodian of the corporate seal of said Village of Elk Grove Village so said instrument as her own free and voluntary act and as the free and voluntary act of said Village of Elk Grove Village for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
) SS.  
COUNTY OF COOK )

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