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## PERMANENT CONSTRUCTION EASEMENT IN FAVOR OF THE VILLAGE OF LYONS

### AGREEMENT FOR EASEMENT

DEPT-01 RECORDING \$25.50

THIS AGREEMENT made this 12TH day of June, 1995, by and between WEST 47TH STREET L.P., an Illinois Limited Partnership, hereinafter referred to as the "Grantor" and the VILLAGE OF LYONS, 7801 West Ogden Avenue, Cook County, a Municipal Corporation, its successors and assigns, hereinafter referred to as the "Grantee".

T#0008 TRAN 818& 05/30/96 15:09:00  
#5570 #BJ \*-96-408557  
COOK COUNTY RECORDER

Recitals

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A. The Grantor is the owner of certain real property located in the 7700 block of 47th Street in the Village of Lyons, Illinois, legally described as:

Lots 66 and 67 in Riverside Acres, a Subdivision in the south one-half of Section 1, Township 38 North, Range 12 East, of the Third Principal Meridian, in Cook County, Illinois, recorded May 11, 1909 as document 437333.

PIN NO's: 18-01-323-009  
18-01-323-029  
18-01-323-030

Commonly known as: 7750 West 47th Street, Lyons

hereinafter referred to as the "Servient Tenement".

B. The Grantee desires to acquire certain rights in the Servient Tenement.

IT IS THEREFORE AGREED:

#### Grant of Easement

1. In consideration for one dollar in hand paid and other good and valuable considerations, Grantor hereby grants to Grantee, its successors and assigns, a permanent construction easement as hereinafter described.

#### Description of Easement

2. The easement granted herein shall be used for the purpose of facilitating the construction of various utilities in connection with the Village of Lyons Water Main Rehabilitation Project.

#### Location

3. The easement granted herein is located, and legally

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described, as follows:

The south 10 feet of lot 66 in Riverside Acres, a Subdivision in the south one-half of Section 1, Township 38 North, Range 12 East, of the Third Principal Meridian, in Cook County, Illinois, recorded May 11, 1909 as document 437333.

PIN NO: 18-01-323-009

The south 10 feet of the west 30 feet of Lot 67 in Riverside Acres, a Subdivision in the south one-half of Section 1, Township 38 North, Range 12 East, of the Third Principal Meridian, in Cook County, Illinois, recorded May 11, 1909 as document 437333.

PIN NO: 18-01-323-029

The south 10 feet of Lot 67 (except the west 30 feet thereof in Riverside Acres, a Subdivision in the south one-half of Section 1, Township 38 North, Range 12 East, of the Third Principal Meridian, in Cook County, Illinois, recorded May 11, 1909 as document 437333.

PIN NO: 18-01-323-030

## Secondary Easements

4. The easement granted herein includes incidental rights of maintenance, repair, and replacement.

## Construction of Facilities

5. In addition to the easement, rights, and privileges herein conveyed, Grantee shall have the right to use so much of the surface of the above-described property of Grantor as may be reasonably necessary to construct and install within the easement granted hereby the facilities contemplated by this grant.

6. Incident to the Grant of Easement and in consideration thereof, it is covenanted and agreed between the grantor and the grantee as follows:

(a) The Grantee agrees that any activity authorized by this Grant of Easement shall be conducted by the Grantee and its authorized agents, servants, employees or contractors in a good, workmanlike manner, at the sole expense of the Grantee.

(b) The Grantee shall remove any spoilage placed upon easement area or adjacent to the easement area during construction by the Grantee or its contractor and shall seed or otherwise restore the area to its original condition upon the conclusion of the easement.

(c) The Grantee accepts this easement by exercising the rights granted herein.

(d) The Grantee agrees to save and hold Grantors harmless from mechanic lien claims and all other claims, causes of action, suits, damage or demands that arise directly from the negligence of the Grantee or its authorized agents, servants,

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employees or contractors in the exercise of the Grantees rights hereunder.

(e) The Grantors reserve the right to use the easement premises and their adjacent property in any manner that will not prevent or interfere with the exercise by the Grantee of the permanent rights granted hereunder.

Termination

7. The easement rights, and privileges granted hereunder shall terminate when, or at such time as, the purposes hereof cease to exist, are abandoned by Grantee, or become impossible of performance.

Entire Agreement

8. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by the party to be charged.

Attorney's Fees

9. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, and costs.

Binding Effect

10. This Agreement shall bind and inure to the benefit of the respective parties, personal representatives, successors, and assigns of the parties hereto.

Executed at Lyons, Illinois on the day and year first above written.

GRANTOR:

Edward L. Chitt  
West Forth Seventh Street I.I.  
by: EDWARD L. CHITT  
its agent.

GRANTEE:

[Signature]  
Village of Lyons, an Illinois  
Municipal Corporation by:  
[Signature]  
its agent.

This instrument was prepared by James K. Jenks II, Village of Lyons Attorney, 7801 W. Ogden Avenue, Lyons, Il. 60534

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