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. COOK COUNTY RECORDER

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## EASEMENT, COVENANT, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

P.I.N. #02-15-304-062  
#02-15-304-063

MAIL TO: Diane Greenless, Deputy Clerk  
Village of Palatine  
200 E. Wood Street  
Palatine, IL., 60067

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## Easement, Covenant, Hold Harmless and Indemnification Agreement

This Agreement is made this 30th day of January, 1996 by and between First National Bank of Niles under Trust Agreement #921, now known as Grand National Bank, and Wayne Johnson, individually and personally, beneficiary (hereinafter collectively referred to as the "Owner"), and the Village of Palatine.

Whereas, Palatine owns the real property described as follows:

The Southerly 10 feet of the Northerly 33 feet of Wilson Street, all lying adjacent to and North of Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, and 25, in Bridgeview Creek Subdivision, recorded January 10, 1994 as Document #94026962 in Cook County, Illinois.

and

Whereas the Owner is constructing a townhome on Lot 16 and Lot 17 adjacent to said Property; and

Whereas the Owner has requested permission to construct a portion of a cantilever deck, on each Lot, upon and over a section of unimproved right of way (Wilson Avenue) dedicated to Palatine; described as follows:

The Southerly 10 feet of the Northerly 33 feet of Wilson Street, all lying adjacent to and North of Lot 16 and Lot 17 in Bridgeview Creek Subdivision, recorded January 10, 1994 as Document #94026962 in Cook County, Illinois. (hereinafter referred to as the "Property")

and

Whereas Palatine desires to be indemnified against any and all matters which may arise as to the construction over and upon the section of dedicated property.

It is hereby Agreed that in consideration of Ten Dollars (\$10.00) and other valuable consideration hereby acknowledged, the Owner, its successor, heirs and assigns shall indemnify and hold harmless Palatine, against any and all liability, loss, damage, costs, expenses and all suits and actions of every kind which Palatine, its Trustees, officers, agents and employees may hereinafter suffer, incur, or be responsible to any other person, firm, corporation, or governmental agency, for or on account of destruction of or damage to all real and personal property, and by reason of injuries

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to or death of all persons whomsoever caused by any person or corporation arising from or directly or indirectly due to the construction, reconstruction, repair, and maintenance and use of said cantilevered decks.

This instrument is executed by First National Bank of Niles, not personally, but as Trustee and beneficiary respectively as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by First National Bank of Niles are undertaken by it solely as trustee as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be constructed accordingly, and no personal liability shall be asserted or be enforceable against First National Bank of Niles by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

The Village of Palatine hereby grants the Owner permission to construct the cantilever decks on the property and do all maintenance, reconstruction, and repairs necessary to use and maintain said decks. Palatine acknowledges that it has authority to grant this Easement and enter into this Agreement. Owner expressly acknowledges that Palatine makes no warranties either express or implied as to Owners authority to construct or reconstruct, maintain or repair said decks in the future. Owners expressly acknowledge that they understand that the right of way will be vacated and ownership will be assumed by the Metropolitan Water Relocation District of Greater Chicago. Owner or its successors shall hold the Village of Palatine, its successors and assigns harmless in the event of any damage, loss or costs incurred in connection with the use of or loss of use of air space by said cantilever decks.

This Agreement shall be deemed a covenant, condition and restriction running with the land, shall be binding on the Owners, their successors, assigns and any subsequent purchasers of the Property. **The Permanent Tax Number of Lot 16 is 02-15-304-062, and the Permanent Tax Number of Lot 17 is 02-15-304-063**

This Agreement shall not be amended, modified, or revised except with the express written consent of all parties.

This Agreement shall be promptly recorded with the Recorder of Deeds of Cook County, Illinois at owners expense.

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Each of the undersigned further acknowledge that they have been independently advised by counsel prior to the execution of this Agreement.

Accepted this 30th day of January, 1996.

Owner by:

First National Bank of Niles u/a No. 921  
now know as Grand National Bank

By: [Signature]  
Its Asst. Trust Officer

Attest:

[Signature]  
Its VICE PRESIDENT

[Signature]  
Wayne Johnson

Village of Palatine by:

By: [Signature]  
Signature  
Title Village President

By: [Signature]  
Signature  
Title Village Clerk

This instrument prepared by Michael R. Ek, Hankin & Ek, 345 North Quentin Road, Suite 401, Palatine, Illinois 60067

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## Consent of First Purchaser and Current Record Title Owner of Lot 16

We, Paul F. Gianni and Barbara M. Gianni, being the first purchasers and current record title owners of Lot 16 of Bridgeview Creek, commonly known as 558 Bridgeview Court, Palatine, Illinois, hereby consent and agree to this Easement, Covenant, Hold Harmless and Indemnification Agreement by and between First National Bank of Niles under Trust Agreement #921, now known as Grand National Bank, and Wayne Johnson, individually and personally, beneficiary, and the Village of Palatine.

  
Paul F. Gianni

  
Barbara M. Gianni

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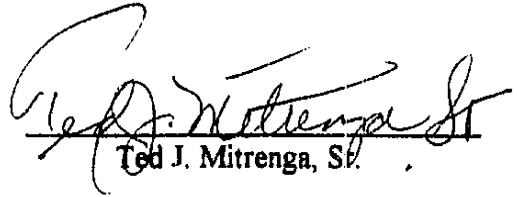
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## Consent of First Purchaser and Current Record Title Owner of Lot 16, 17

We, Theresa M. Buckman, Ted J. Mitrenga, Sr., and Beatrice P. Mitrenga, being the first purchasers and current record title owners of Lot 17 of Bridgeview Creek, commonly known as 554 Bridgeview Court, Palatine, Illinois, hereby consent and agree to this Easement, Covenant, Hold Harmless and Indemnification Agreement by and between First National Bank of Niles under Trust Agreement #921, now known as Grand National Bank, and Wayne Johnson, individually and personally, beneficiary, and the Village of Palatine.



Theresa M. Buckman



Ted J. Mitrenga, Sr.



Beatrice P. Mitrenga

This instrument prepared by:

Michael R. Ek  
Hankin & Ek  
345 North Quentin Road, Suite 401,  
Palatine, Illinois 60067

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