

IN THE OFFICE OF THE RECORDER  
OF DEEDS COOK COUNTY, ILLINOIS

CITY OF CHICAGO, a Municipal,  
Corporation,

Plaintiff,

vs.

EMILY BAGDONAS, et al.,

Defendants.

No. 76 CR 55813

RELEASE OF CLAIM FOR LIEN

The CITY OF CHICAGO, a Municipal Corporation, on July 25, 1977, filed in the office a claim for lien, recorded as document number 24025996 against EMILY BAGDONAS for \$2,120.00 on the following property:

Lot 3 in Abell's Subdivision of the South 412.5 feet of Lot 2 of the Subdivision of the East 1/2 of the Southwest 1/2 of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, commonly known as 4328 S. Greenwood, Chicago, Illinois.

Perm. Index No. 20-02-303-038

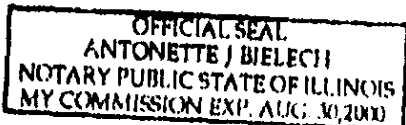
For and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the CITY OF CHICAGO does hereby satisfy and release said lien. Each party hereto does further waive any and all claims, demands or causes of action which it may have against the other as a result of said lien.

BRIAN G. CROWE  
Corporation Counsel

By

STATE OF ILLINOIS }  
COUNTY OF C O O K } SS

Lawrence Abramovitz, being first duly sworn on oath, deposes and says that he is the duly authorized agent of the CITY OF CHICAGO, that he has read the above and foregoing document, and has knowledge of the contents thereof and that the matters set out thereinabove are true in substance and in fact.



Subscribed and Sworn to before me  
this 25<sup>th</sup> day of September 1997.

*Antonette Bielecki*  
Notary Public



Document prepared by:  
Lawrence Abramovitz  
30 North LaSalle Street  
Suite 700  
Chicago, Illinois 60602  
(312) 744-8708

# UNOFFICIAL COPY

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is made as of Sept. 17, 1997 between Realen Homes Developers, Inc., a Pennsylvania corporation qualified to do business in Illinois ("Realen") and the Trustees of Schools of Township 41 North, Range 10 East of Third Principal Meridian in Cook County, Illinois ("Trustees of Schools").

## RECITALS

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Cook County Recorder

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The following recitals of fact are a material part of this Agreement:

A. Trustees of Schools owns title to a certain parcel of land located at James B. Conant High School, Hoffman Estates, Cook County, Illinois, for the use and benefit of Township High School District 211, Cook County, Illinois ("School District") which is legally described on Exhibit A attached hereto and made a part hereof ("Easement Parcel");

B. Realen owns property adjacent to and north of the Easement Parcel, which is legally described on Exhibit B attached hereto and made a part hereof ("Brookstone Development Parcel");

C. Realen desires to develop the Brookstone Development Parcel with single family residences and in order to develop such property Realen requires the installation, operation, repair and Maintenance of a storm drainage system from the Brookstone Development Parcel into the Trustees of Schools storm sewer system located on the Easement Parcel for the benefit of the residences located in the Brookstone Development Parcel;

D. Trustees of Schools wishes to grant and Realen wishes to receive an Easement over, upon and across the Easement Parcel for the purpose of installing, operating, repairing and maintaining a storm sewer system on the Easement Parcel; pursuant to the terms stated in the Agreement for a Temporary Construction Easement between Realen and the Trustees of Schools.

E. The parties wish to make certain agreements regarding such easements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the following grants, agreements, covenants and restrictions are made;

1. Easement over Easement Parcel Trustees of Schools gives and grants to Realen, and its successors and assigns, as an easement appurtenant to the Brookstone Development Parcel, a non-exclusive, irrevocable and perpetual easement for ingress and egress over, upon and across the Easement Parcel for the purpose of allowing Realen, its employees, contributors and agents to install, operate, repair and maintain all storm sewer lines, a storm sewer system and all necessary accessories and appurtenances used in connection therewith.

2. Repair and Maintenance Realen shall perform, at its own cost and expense, any installation, maintenance, repair and replacement of said underground storm sewer system and Realen shall perform such installation, maintenance, repair and replacement as expeditiously as possible so as to minimize the interference with the use of the Trustees of Schools' property, and Realen shall restore such Easement Area to good or better than that which existed prior to

3. Reservation by Trustees of Schools and District Trustees of Schools and District hereby reserves the right (a) to locate other utilities in the aforesaid Easement Area subject to the approval of Realen, which approval shall not be unreasonably withheld; and (b) to use the surface area of the Easement Area for any purpose whatsoever, other than construction of a building or other permanent structure, on the Easement Area, so long as such use does not substantially interfere with Realen's right to install, maintain, repair and replace such underground storm sewer system.

4. Release of Easement In the event Realen, its successors and assigns, shall abandon or no longer require the use of all or any part of the easement rights herein granted, the part no longer required shall automatically revert to the Trustees of Schools, and Realen shall release such easement rights which Realen shall no longer require.

5. Indemnity Realen hereby indemnifies and holds harmless Trustees of Schools and the District, and its respective successors and assigns, from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from Realen's negligent use of the Easement Parcel.

6. Covenants Running with the Land and Binding on Successors All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Trustees of Schools of Township 41 North,  
Range 10 East of the Third Principal Meridian  
in Cook County, Illinois

By: *Devinne McFarland*  
Its President Pro Tem

REALEN HOMES DEVELOPERS, INC.

By: *[Signature]*  
Larry D. Johannesen  
Vice President