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CITY OF PROSPECT HEIGHTS

ONE NORTH ELMHURST ROAD
PROSPECT HEIGHTS, IL 60070-1502
(847) 398-6070 FAX: (847) 392-4244



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1998-06-04 14:12:31
Cook County Recorder 59,00

CERTIFICATION

I, Karen A. Pedersen, City Clerk of the City of Prospect Heights, a municipal corporation in said county in the State of Illinois aforesaid, do hereby certify that the foregoing is a full, true, complete and correct copy of

RESOLUTION NO. R-98-34
A RESOLUTION ACCEPTING A
CERTAIN EASEMENT ENCROACHMENT
(402 Meadow Ridge Lane)

of the City of Prospect Heights, Illinois, duly passed and adopted by the City Council of the City of Prospect Heights, Illinois, at a regular meeting thereof duly assembled and held on the 20th day of April, 1998, as appears from the records in my office.

GIVEN under my hand and the corporate seal of said City this

30th day of April, 1998.



(SEAL)

Karen A. Pedersen
Karen A Pedersen
RMC,CMC/AAE
City Clerk
by M. Stager
Deputy Clerk

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RESOLUTION NO. R-98-34

A RESOLUTION ACCEPTING A CERTAIN EASEMENT ENCROACHMENT

WHEREAS, the City Council hereby finds that it is necessary and convenient to permit an easement encroachment on certain property owned by the City of Prospect Heights pursuant to the terms and conditions set forth in the Easement Encroachment Agreement attached hereto as Exhibit A ("Easement Encroachment Agreement"); and

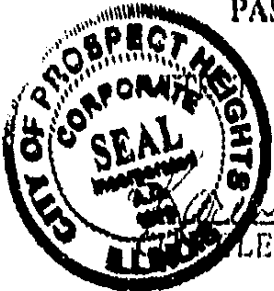
WHEREAS, said Easement Encroachment is legally described on the Plat of Survey attached hereto as Exhibit B ("Plat of Survey");

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Prospect Heights, Cook County, Illinois as follows:

Section 1. The facts and statements contained in the preamble to this Resolution are hereby found to be true and correct and are incorporated herein as if fully set forth.

Section 2. The Easement Encroachment Agreement in substantially the same form attached hereto as Exhibit A, is hereby approved and the execution of said Agreement by the Mayor and City Clerk of the City of Prospect Heights is hereby approved and authorized. The Plat of Survey in substantially the form attached hereto as Exhibit B is also hereby approved.

PASSED and APPROVED this 20th day of April, 1998



[Signature]
CITY CLERK

[Signature]
MAYOR

- AYES: Miller, Teramani, O'Donoghue, Donovan, Koepfen, Shirley, Dujmovic, Anderson, Monaco, Ahlstedt
- NAYS: None
- ABSENT: None

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EASEMENT ENCROACHMENT AGREEMENT

THIS AGREEMENT made as of the 1st day of July, 1997 between the City of Prospect Heights (the "Grantor") and Douglas Salemi (the "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of that certain real estate described as follows:

Lot 13 in Shires Spring Creek Subdivision, being a subdivision of part of the east 1/2 of the NE 1/4 of Section 16, Township 42 north, Range 11, east of the 3rd P.M., in Cook County, Illinois, according to the plat thereof recorded September 27, 1989, Document No. 89,457,296.

WHEREAS, Grantor grants an easement encroachment to Grantee to permit Grantee, its successors and assigns, jointly and severally, for the purpose of building a fence. The encroachment is more fully described on Exhibit "B" attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conveyances herein contained and other good and valuable knowledge, the parties hereby agree as follows:

1. Grantees (owner of property) improvement will be constructed on a City easement.
2. That the City of Prospect Heights will not be liable for any damage whatsoever to the owner's improvement that may result from the City of Prospect Heights using, accessing, and/or maintaining its easement.
3. That the Director of Public Works and Engineering for the City of Prospect Heights, at his sole discretion, may, at any time, require that the said improvement be completely removed from its easement at the sole cost and expense of the owners of the aforescribed real estate. The owners shall have thirty (30) days to complete the removal of said improvement from the date of notice. In the event the owners fail to complete the removal of said improvement within the time period set forth herein, the City shall have the right to remove such improvement and shall be reimbursed by the owners for any and all costs incurred thereby.

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Further, in the event of an emergency affecting the public health, safety, and welfare the City shall have the right to remove said improvement without furnishing the thirty (30) day notice otherwise required in this paragraph; provided, however, that the City shall make all reasonable attempts to notify the owners of such emergency removal and the reasons therefor. The City shall also be entitled to full reimbursement for any and all costs incurred in conjunction with said emergency removal.

4. The stipulations set forth in 1 through 3, inclusive above, shall be binding upon the undersigned, their heirs, executors, administrators, assigns, and any successor in interest of them or any party obtaining any right, title or interest in the above described real estate. These covenants are intended for the benefit of the City of Prospect Heights and may be enforced by the City of Prospect Heights by an appropriate action in law or in equity.
5. This agreement shall be governed by the laws of the State of Illinois. Any provision or provisions herein contained which is or are declared to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions thereof.
6. Notices and demands required or permitted hereunder shall be given by certified or registered mail or by personal delivery and shall be addressed as follows or at such other address as a party may designate by written notice to the other:

To Grantor: City of Prospect Heights
One North Elmhurst Road
Prospect Heights, Illinois 60070
Attn: Public Works Director

To Grantee:
Douglas & Lisa Salemi
402 Meadow Ridge Lane
Prospect Heights, Illinois 60070

With a Copy to: Schiff, Hardin & Waite
7200 Sears Tower
Chicago, Illinois 60602
Attn: Donald Kreger, Esq.

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All notices and demands, if mailed, shall be deemed to have been given when deposited in the U. S. Mail.

Douglas E. Salemi
Owner of Record

Lisa Salemi
Owner of Record

Subscribed and sworn to before me by Doug Salemi, only
this 13 day of April, 1998.

Lisa Pecoraro
Notarizing Lisa Salemi

Gloria Amling
Notary Public

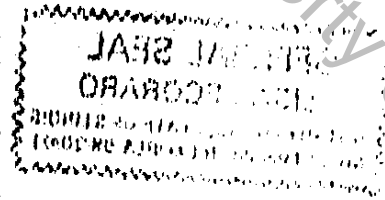


(Seal)

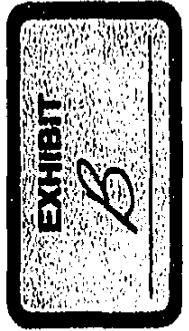


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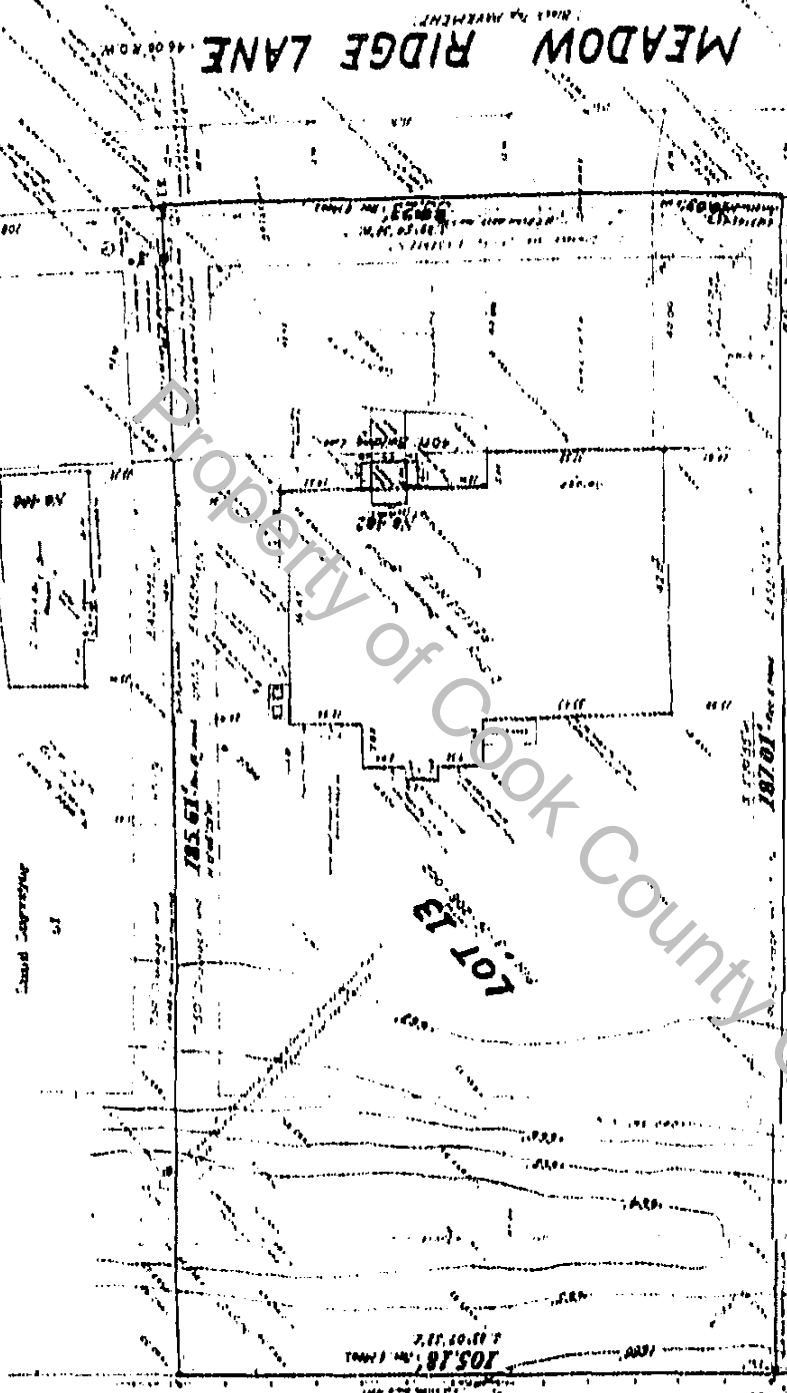
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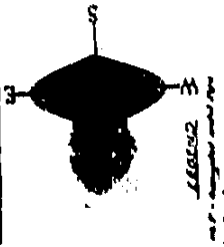
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PLAT OF SURVEY
PAUL LOIZ



ADDRESS: 402 Meadow Ridge Ln.
P.I.N. : 03-16-208-002

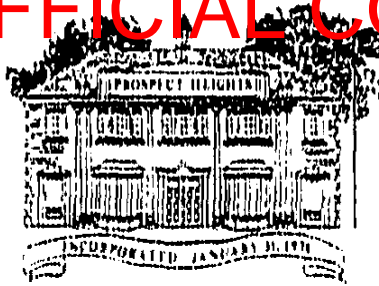


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CITY OF PROSPECT HEIGHTS
ONE NORTH ELMHURST ROAD
PROSPECT HEIGHTS, IL 60070-1692
(847) 398-0070 FAX: (847) 392-4244



JUN 04 1998

CERTIFICATION

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RESOLUTION NO. R-98-34
A RESOLUTION ACCEPTING A
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(402 Meadow Ridge Lane)

of the City of Prospect Heights, Illinois, duly passed and adopted by the City Council of the City of Prospect Heights, Illinois, at a regular meeting thereof duly assembled and held on the 20th day of April, 1998, as appears from the records in my office.

GIVEN under my hand and the corporate seal of said City this

30th day of April, 1998.



(SEAL)

Karen A. Pedersen
Karen A Pedersen
RMC,CMC/AAE
City Clerk

W. J. Stager
Deputy Clerk

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RESOLUTION NO. R-98-34

A RESOLUTION ACCEPTING A CERTAIN EASEMENT ENCROACHMENT

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WHEREAS, said Easement Encroachment is legally described on the Plat of Survey attached hereto as Exhibit B ("Plat of Survey");

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Section 2. The Easement Encroachment Agreement in substantially the same form attached hereto as Exhibit A, is hereby approved and the execution of said Agreement by the Mayor and City Clerk of the City of Prospect Heights is hereby approved and authorized. The Plat of Survey in substantially the form attached hereto as Exhibit B is also hereby approved.

PASSED and APPROVED this 20th day of April, 1998



[Signature]
CITY CLERK

[Signature]
MAYOR

AYES: Miller, Teramani, O'Donoghue, Donovan, Koeppen, Shirley, Dujmovic, Anderson, Monaco, Ahlstedt

NAYS: None

ABSENT: None

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Resolution R-98-34

EXHIBIT "A"

EASEMENT ENCROACHMENT AGREEMENT

THIS AGREEMENT made as of the 1st day of July, 1997 between the City of Prospect Heights (the "Grantor") and Douglas Salemi (the "Grantee").

WITNESSETH

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4. That the stipulations set forth in 1 through 3, inclusive above, shall be binding upon the undersigned, their heirs, executors, administrators, assigns, and any successor in interest of them or any party obtaining any right, title or interest in the above described real estate. These covenants are intended for the benefit of the City of Prospect Heights and may be enforced by the City of Prospect Heights by an appropriate action in law or in equity.
5. This agreement shall be governed by the laws of the State of Illinois. Any provision or provisions herein contained which is or are declared to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions thereof.
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To Grantor: City of Prospect Heights
One North Elmhurst Road
Prospect Heights, Illinois 60070
Attn: Public Works Director

To Grantee:
Douglas & Lisa Salemi
402 Meadow Ridge Lane
Prospect Heights, Illinois 60070

With a Copy to: Schiff, Hardin & Waite
7200 Sears Tower
Chicago, Illinois 60602
Attn: Donald Kreger, Esq.

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All notices and demands, if mailed, shall be deemed to have been given when deposited in the U. S. Mail.

Douglas E. Salemi
Owner of Record

Lisa Salemi
Owner of Record

Subscribed and sworn to before me by Doug Salemi, only
this 13 day of April, 1998.

Lisa Pecoraro
Notarizing Lisa Salemi

Gloria Amling
Notary Public

"OFFICIAL SEAL"
GLORIA AMLING
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/25/99

(Seal)

OFFICIAL SEAL
LISA PECORARO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/20/01

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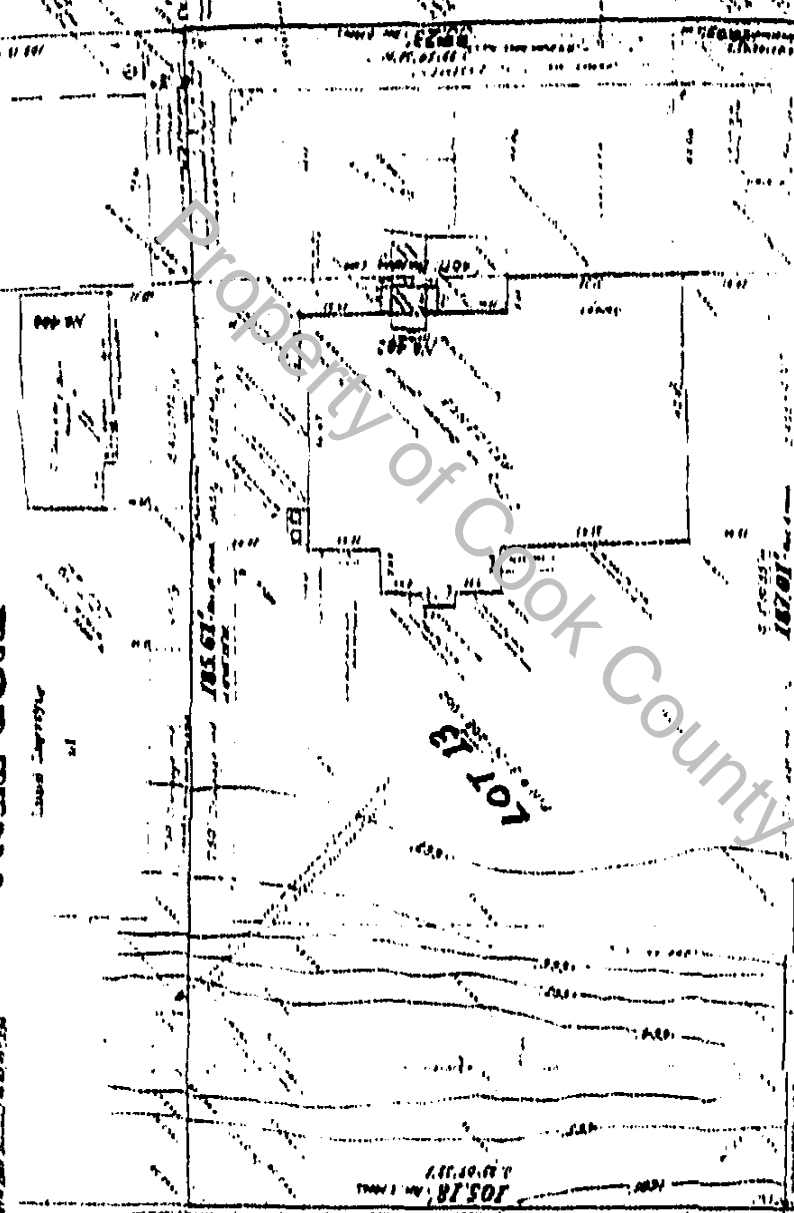
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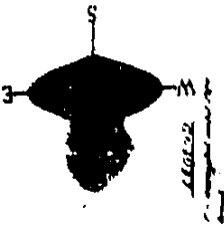
EXHIBIT
B

PLAN OF SURVEY
FRANK GOYZ

MEADOW RIDGE LANE



ADDRESS: 402 Meadow Ridge Ln.
P.I.N. : 03-16-208-002



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