

*THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:*

James E. Macholl
Storino Ramello & Durkin
9501 W. Devon, 8th Floor
Rosemont, Illinois 60018

ABOVE SPACE FOR RECORDER'S USE ONLY

GRANT OF BIKE PATH EASEMENT

This Grant of Bike Path Easement is made by and between Board of Library Trustees of the City of Rolling Meadows, an Illinois Local Library ("Grantor"), and the City of Rolling Meadows, an Illinois municipal corporation ("Grantee"). Grantor and Grantee are sometimes hereinafter referred to as, the "Parties".

RECITALS

Grantor is the fee simple owner of the real estate legally described in Exhibit A hereto (the "Grantor Property").

Grantor desires to grant to Grantee a non-exclusive, permanent easement for the operation, maintenance, repair, replacement and existence of a bike path.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference as though fully set forth.

2. Grant of Non-Exclusive Perpetual Easement. Grantor hereby grants to Grantee, and Grantee's officers, agents, representatives, employees, contractors, subcontractors, material suppliers and the general public, a non-exclusive perpetual easement over, on and across that portion of the Grantor's Property which is legally described in Exhibit B hereto "Bike Path Easement Parcel", and designated as for the existence of, and the right, privilege and authority to enter upon the Bike Path Easement Parcel, from time to time, as Grantee, in its reasonable discretion deems necessary, in order to inspect, repair, maintain and operate, the bike path (the "Perpetual Easement").

5. Easement Conditions. The Perpetual Easement, together with any ancillary rights given to Grantee under this Agreement, shall be subject to the following conditions:

(a) Grantor reserves the right of access to and use of the Bike Path Easement Parcel (the "Easement Premises") in any manner not inconsistent with the rights granted to Grantee under this Agreement;

(b) All construction or other work or activity by any entity within the Easement Premises shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws, including the ordinances and regulations of the City;

(c) Grantee shall restore and resurface the asphalt pavement together with restoring the landscaping on the Easement Premises to the condition which existed immediately prior to the beginning of any work or activity performed on the Easement Premises pursuant to the grants of easement set forth in Paragraph 2 above.

6. Indemnification. To the fullest extent permitted by law, the Grantee hereby agrees to defend, indemnify and hold harmless the Grantor against all mechanics liens, injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Grantor arising in whole or in part or in consequence of the Grantee's installation of the water main, maintenance, repair and replacement of the water main by the Grantee, its contractors, subcontractors, officers, agents, employees, material suppliers, successors and assigns, or which may in anywise result therefore, except that arising out of the sole legal cause of the Grantor, or its contractors, quests and invitees, the Grantee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Grantor, the Grantee shall, at its own expense, satisfy and discharge the same.

7. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

8. Severability. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

9. Law Governing. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

10. Captions and Paragraph Headings. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

11. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

12. Notices. All notices provided for herein shall be served upon the Parties by personal delivery, email, fax or Certified United States mail, return receipt requested, at the following locations, or at such other location or locations as the Parties may from time to time designate in writing:

To Grantee: City of Rolling Meadows
Attention: City Manager
3600 Kirchoff Road
Rolling Meadows, IL 60008
Fax: (847) 394-8710
Email: krumstokb@cityrm.org

To Grantor: Rolling Meadows Library
Attention: Library Director
3110 Martin Lane
Rolling Meadows, Illinois 60008
Fax:
Email: david.ruff@rmlib.org

Notices shall be deemed given when received by the Party to whom it was sent.

13 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and electronically submitted (via email) copies of this executed Agreement shall be effective and conclusive proof of execution for all purposes.

14. Binding Effect. This Agreement shall be effective upon its execution. Immediately following such closing, this Agreement shall be recorded in the public records of Cook County, Illinois to evidence the agreements made hereunder; which agreements shall be perpetual and shall run with and bind land and shall inure to the benefit of Grantor and Grantee, and their respective grantees, successors and assigns.

15. Prevailing Party. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

Dated as of _____, 2016.

Board of Library Trustees

By: _____

Its: _____

CITY OF ROLLING MEADOWS

By: _____

Name: Barry Krumstok

Title: City Manager

EXHIBIT A

Legal Description of Library Property

That part of LOT "T" in Rolling Meadows Unit No. 8 (hereinafter described) lying North of the Southerly Line of a Fifteen (15) foot sewer easement which commences at the Northeasterly corner of Lot 1372 in Rolling Meadows Unit No. 8, and runs in a Westerly direction along the Northerly line of said Lot 1372 and continues in a Westerly direction to the Easterly line of a Fifty (50) foot ditch easement, which easements are shown on the Plat registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 19, 1955, as Document Number 1608437; and thence continuing Westerly along a prolongation of the said Southerly Line of the sewer easement, a distance of Fifty (50) feet, more or less, to a point on the Westerly line of Lot "T" (excepting therefrom that part thereof lying Easterly of a line 172.43 feet Westerly of, as measured at right angles, and parallel with the following described line and the Southerly extension thereof: Commencing at a point on the Northerly line of Lot "S" in said Rolling Meadows Unit No. 8, 872.48 feet Westerly of the Northeasterly corner of said Lot "S"; thence Southerly at right angles to the Northerly line of said Lot "S", a distance of 517.98 feet, more or less, to a point on the line between said Lot "S" and Lot "T", said point being 171.28 feet West of the Northwesterly corner of Lot 1371, in said Rolling Meadows Unit No. 8; thence continuing Southerly along a prolongation of the last described line, a distance of 163.20 feet, more or less, to a point on the Northerly line of Martin Lane; said parallel line extended Southerly intersecting the Northerly Line of Lot 1372, as aforesaid, at a point 70.0 feet Westerly of the Northeasterly corner of said Lot 1372..

All in Rolling Meadows Unit No. 8, being a Subdivision in that part of the West half (1/2) of Section 36, Township 42 North, Range 10, East of the Third Principal Meridian, lying South of Kirchoff Road, in Cook County, Illinois, according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on July 19, 1955, as Document No. 1608437.

LEGAL DESCRIPTION (PERMANENT EASEMENT):

THAT PART OF LOT "T" IN ROLLING MEADOWS UNIT NO. 8 SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 1955 AS TORRENS DOCUMENT NO. 1608437 IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT "T"; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT "T", HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 89 DEGREES 53 MINUTES 04 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF A 50 FOOT DITCH EASEMENT AS GRANTED PER SAID TORRENS DOCUMENT NO. 1608437; THENCE SOUTH 00 DEGREES 06 MINUTES 56 SECONDS EAST, 25.00 FEET ALONG SAID EAST LINE TO A POINT ON THE SOUTH LINE OF A PUBLIC UTILITY AND DRAINAGE EASEMENT AS GRANTED PER SAID TORRENS DOCUMENT NO. 1608437, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 53 MINUTES 04 SECONDS EAST, 5.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 00 DEGREES 06 MINUTES 56 SECONDS WEST, 20.00 FEET ALONG SAID SOUTH LINE; THENCE NORTH 89 DEGREES 53 MINUTES 04 SECONDS EAST, 22.00 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00 DEGREES 06 MINUTES 56 SECONDS EAST, 44.00 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 04 SECONDS WEST, 27.00 FEET TO A POINT ON SAID EAST LINE OF THE 50 FOOT DITCH EASEMENT; THENCE NORTH 00 DEGREES 06 MINUTES 56 SECONDS WEST, 24.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

P.I.N.: 02-36-107-031

