

Prepared by

After recording, return to:

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City Attorney
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GRANT OF PERPETUAL RIGHT AND EASEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which hereby is acknowledged, THE COUNTY OF LAKE, of the State of Illinois (hereinafter referred to as the "Grantor"), hereby grants to THE CITY OF PARK CITY, of the State of Illinois, County of Lake and its successors, assignees and transferees (all hereinafter referred to as "Grantee") forever, a Perpetual Right and Easement in, upon, over, under, along, across, and through the following described property:

A STRIP OF LAND, 10 FEET WIDE, LYING ADJACENT TO AND EAST OF THE WEST LINE OF PARCELS H, I, AND J OF PART OF GREENLEAF CREEK UNIT 3 SUBDIVISION LOCATED WITHIN THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 45 NORTH, RANGE 11 EAST, IN LAKE COUNTY, ILLINOIS

(hereinafter referred to as the "Easement Property"),

for the purposes of constructing, removing, reconstructing, renewing, replacing, operating,

{23/74.43/GREENLEA/00025717.DOC}

maintaining, cleaning, inspecting, altering, repairing, restoring, enhancing or taking any other such action as required to provide a public sidewalk for pedestrian traffic, hereby releasing and waiving all rights, if any, under and by virtue of the Homestead Exemption Laws of the State of Illinois, subject to the following terms and conditions:

1. Grantee, its employees, agents, contractor and subcontractors, and members of the public, shall, at all times and from time to time, have the right to enter upon Easement Property, for any of the purposes heretofore stated in this Grant of Perpetual Right and Easement.
2. Whenever Grantee shall enter the Easement Property to exercise its rights, privileges or authority under this Grant of Perpetual Right and Easement, Grantee shall at Grantee's sole cost and expense, promptly return the property to at least the same condition of cleanliness, seasonal change excepted, as existed at the time of entry.
3. Grantor hereby acknowledges that ownership, control, and title to the improvements which make up the sidewalk provided for pedestrian traffic, used by Grantee in connection with the Easement Property, together with the right to remove the same, are vested solely in Grantor, free and clear of all encumbrances or claims, including without limitation claims for payment of rent by Grantor, Grantor's successors, transferees or assigns.
4. Grantor agrees not to cause or allow the building, construction, placement or maintenance of any building, structure, movable or permanently attached object or other thing on or within the Easement Property, which would obstruct pedestrian traffic upon the sidewalk, or obstruct Grantee's access to the sidewalk.

5. The Grantor shall have and retain all rights to the use and occupation of said real estate, except as herein expressly granted and provided; and such use and occupation by the Grantor shall not be unnecessarily interfered with by any construction or maintenance work performed under this Grant of Perpetual Right and Easement.
6. The Grantor covenants and agrees that the Grantor will not in any manner disturb, damage, destroy, injure, or obstruct said sidewalk on the Easement Property, or any part thereof, and will not obstruct or interfere with said Grantee, its employees, agents, contractors or subcontractors, in the exercise of any rights, privileges, or authorities hereby given and granted.
7. Grantee shall not permit any lien to accrue or become established against the Easement Property or any improvements thereon for any labor or materials in connection with work performed on the Easement Property at the direction or sufferance of the Grantee.
8. This Perpetual Right and Easement shall run with the land and be binding not only upon Grantor, but also upon Grantor's successors, assigns, heirs, devisees, lessees, and all other successors in interest to the Easement Property or any portion thereof and shall continue as a servitude running in perpetuity with the land and shall continue and survive subsequent to the lifetime of Grantor. All rights herein granted to Grantor shall run for the benefit of and may be exercised by Grantor's successors, assigns, heirs, devisees, lessees and duly authorized officers, representatives and agents.
9. Grantee shall hold Grantor free, harmless, and indemnified from liability, claims, loss, demands, lawsuits, causes of actions, penalties, fines, attorney's fees, and liens arising from any work, operations, or activity performed or allowed by Grantee, including, but

not limited to, the use of the sidewalk by the public, pursuant to this GRANT OF PERPETUAL RIGHT AND EASEMENT.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Perpetual Right and Easement as of this ___ day of _____, A.D., 2012.

GRANTOR:

BY: _____

ATTEST

BY: _____

ACCEPTED BY THE CITY OF PARK CITY

BY: _____

ATTEST

BY: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____ are known to me to be the same persons whose names are is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that that _____ and _____ signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this ____ day of _____, 2012.

Notary Public