



# Village of Hanover Park Administration

Municipal Building  
2121 Lake Street  
Hanover Park, IL 60133-4398

630-823-5600  
FAX 630-823-5786  
www.hpil.org

**PRESIDENT**  
RODNEY S. CRAIG

**VILLAGE CLERK**  
EIRA CORRAL

**TRUSTEES**  
WILLIAM CANNON  
JAMES KEMPER  
JON KUNKEL  
HERB PORTER  
RICK ROBERTS  
LISA TROUSDALE

**VILLAGE MANAGER**  
JULIANA A. MALLER

STATE OF ILLINOIS )  
 )  
COUNTIES OF COOK )  
AND DU PAGE )



Doc#: 1613919046 Fee: \$142.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/18/2016 01:58 PM Pg: 1 of 0

I, EIRA L. CORRAL, the Municipal Clerk for the Village of Hanover Park in the Counties of Cook and DuPage, in the State of Illinois, do hereby certify that the following, hereinafter described, is a true and correct copy of the original document which is part of the official records of the Village of Hanover Park:

### RESOLUTION NO. R-16-08

#### RESOLUTION AUTHORIZING AN AGREEMENT FOR THE USE OF HARTMAN DRIVE FOR AN OFF-STREET PARKING AREA AND A SIDEWALK EASEMENT BETWEEN THE VILLAGE OF HANOVER PARK, ILLINOIS, and OLDE SALEM HOMEOWNERS ASSOCIATION

I, hereby subscribed my name as Municipal Clerk and affix the Official Corporate Seal of the Village of Hanover Park on this 17<sup>th</sup> day of May, 2016.

  
Eira L. Corral Sepúlveda, Village Clerk

(SEAL)

RECORDING FEE 142.00  
DATE 5/18/2016 COPIES 6x  
OK BY [Signature]

**RESOLUTION NO. R-16-08**

**RESOLUTION AUTHORIZING AN AGREEMENT FOR THE USE OF  
HARTMAN DRIVE FOR AN OFF-STREET PARKING AREA AND A  
SIDEWALK EASEMENT BETWEEN THE VILLAGE OF HANOVER  
PARK, ILLINOIS, and OLDE SALEM HOMEOWNERS  
ASSOCIATION**

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Hanover Park, Illinois, that the Village President is hereby authorized and directed on behalf of the Village of Hanover Park to enter into the AGREEMENT FOR THE USE OF HARTMAN DRIVE FOR AN OFF-STREET PARKING AREA and a SIDEWALK EASEMENT AGREEMENT both by and between the Village of Hanover Park and Olde Salem Homeowners Association, copies of which are attached hereto and made a part hereof as Exhibits "A" and "B."

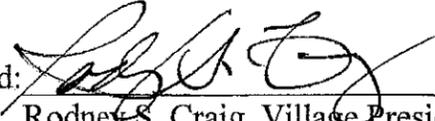
ADOPTED this 21<sup>st</sup> day of April, 2016, pursuant to a roll call vote as follows:

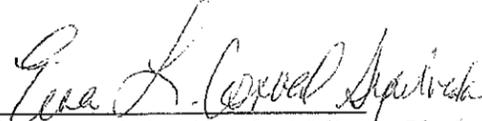
AYES: Roberts, Cannon, Kemper, Trousdale, Kunkel

NAYS: None

ABSENT: Porter

ABSTENTION: None

Approved:   
Rodney S. Craig, Village President

Attest:   
Eira Corral Sepúlveda, Village Clerk

**SIDEWALK EASEMENT AGREEMENT**

Mail to:  
Village of Hanover Park  
c/o Village Clerk  
2121 West Lake Street  
Hanover Park, IL 60133

Name and Address of  
Taxpayer:

Olde Salem HOA  
7700 Olde Salem Road  
Hanover Park, IL 60133

THIS AGREEMENT made and entered into this 30 day of March, A.D., 2016 by  
Olde Salem Homeowners Association, as equitable owner, Grantor and the Village of Hanover  
Park, Illinois, a municipal corporation, Grantee.

**WITNESSETH:**

**WHEREAS**, the grantor is the owner of the following described property:

Outlot 1 in Liberty Square Unit Three, being a Subdivision of Park of the SW1/2 of Section 29,  
Township 41 N, Range 10 East of the Third Principal Meridian, According to the Plat Thereof  
Recorded February 15, 1978 as Document 24327447, in Cook County, Illinois.

PIN: 07-29-310-006-0000

and,

**WHEREAS**, the Grantor is willing to grant to the Grantee such easements, upon the  
consideration, terms conditions and covenants hereinafter set forth;

**NOW THEREFORE**, in consideration of Ten Dollars and no/100 (\$10.00) and other  
valuable considerations hereinafter set forth, and upon the terms, conditions and covenants  
hereinafter set forth, the receipt of which sum, and the sufficiency of all of which are hereby  
acknowledge, the Grantor does hereby give, grant and convey to the Grantee, a permanent and  
Perpetual easement together with all rights reasonably necessary or incident thereto, over, under,  
through, across and upon that part of the Grantor's land described as follows:

The South 10 Feet of that Part of Outlot 1 Interior to Weymouth Circle in Liberty Square Unit 3, being a Subdivision of Part of the Southwest ¼ of Section 29, and Part of the Southeast ¼ of Section 30 all in Township 41 North, Range 10 East of the Third Principal Meridian in Cook County, Illinois.

Part of PIN: 07-29-310-006-0000

to construct, operate, inspect, maintain, alter, repair, replace and remove a walkway, pedestrian way, bicycle path and sidewalk and such other installations as may be required in relation to a sidewalk or walkway and such appurtenances and additions thereto as the Grantee may deem necessary.

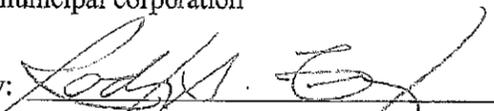
The grant of said easements by the Grantor is made upon the following terms, conditions, covenants and agreements:

1. Grantee shall have the right of ingress and egress to and from said above described Easement areas for the purposes of these easements, including, but not limited to the right to survey and from time-to-time, cut and remove trees and brush and other obstructions within the above-described easement areas.
2. Grantee will convey any interest in the above-described property at this time. Grantee will upon quieting title will warrant that it has good and indefeasible fee simple title to the above-described premises, subject to prior easements of record.
3. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and enure to the heirs, assigns, successors, tenants and personal representative of the parties hereto.
4. The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer the usual right of enjoyment on the Grantee is carried out.
5. The Grantee may terminate this instrument by recording a release in recordable form, whereupon all rights, duties and liabilities hereby created shall terminate. For convenience, such instrument may run to "the Owner or Owners and parties interested" in the property described above.
6. Grantee shall not be restricted, by virtue of this grant of easements, in its use of the easements herein granted, for the uses herein specified, to benefit any other interest in

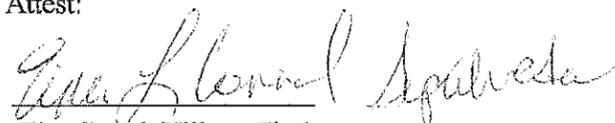


IN TESTIMONY WHEREOF, the Grantee has caused its corporate name to be hereunto subscribed by its Village President and its duly attested corporate seal to be hereunto affixed by its Village Clerk, all in the Village of Hanover Park, the day and year first above written.

VILLAGE OF HANOVER PARK, ILLINOIS,  
a municipal corporation

By:   
Rodney S. Craig, Village President

Attest:

  
Eira Corral, Village Clerk

STATE OF ILLINOIS)  
                                  ) SS  
COUNTY OF COOK )

I, Kirsten Otto, a Notary Public in and for Cook County, Illinois, DO HEREBY CERTIFY that Rodney S. Craig, Village President of the Village of Hanover Park, Illinois, a municipal corporation, and Eira Corral, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person, and acknowledged that they signed and delivered said instrument as the free and voluntary act of said Village, for the uses and purposes therein set forth; and said Village Clerk did there acknowledge that she, as Custodian of the corporate seal of said Village, did affix said corporate seal of said Village to said instrument as the free and voluntary act of said Village and for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17 day of May, 2016.

  
NOTARY PUBLIC



Prepared by: Bernard Z. Paul, Attorney for the Village of Hanover Park, IL  
231 South Fourth Street, DeKalb, IL 60115  
(815) 756-1312

**AGREEMENT FOR THE USE OF HARTMAN DRIVE FOR AN  
OFF-STREET PARKING AREA**

This Agreement for the use of the Hartman Drive Off-Street Parking Area is entered into as of the 30 day of March, 2016, by and between the Village of Hanover Park, an Illinois municipal corporation (the "Village") and Olde Salem Homeowners Association ("Olde Salem") (collectively, the Village and Olde Salem may be referred to as the "Parties").

WHEREAS, Olde Salem is the owner of the property located at \_\_\_\_\_ Hartman Drive, Hanover Park, Illinois, 60133, legally described as:

OUTLOT 1 IN LIBERTY SQUARE UNIT THREE, BEING A SUBDIVISION OF PART OF THE SW ¼ OF SECTION 29, TOWNSHIP 41 N, RANGE 10 E OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1978 AS DOCUMENT 24327447, IN COOK COUNTY, ILLINOIS.

(PIN# 07-29-310-006-0000)

(the "Property"); and

WHEREAS, Olde Salem has requested the use of Hartman Drive for off-street parking spaces within part of the Hartman Drive right-of-way, north side, between the east leg and the west leg of Olde Salem's private roads of Weymouth Circle, all in compliance with Village's ordinances; and

WHEREAS, Olde Salem now desires use of thirty (30) parking spaces to be partly located within the Hartman Drive right-of-way and partly on the Olde Salem property for its owners parking to serve the Property; and

WHEREAS, the parties wish to enter into this Agreement for the use by Olde Salem of the parking spaces to be partly located within the Hartman Drive right-of-way by its owners; and

WHEREAS, the Village has the authority to enter into this Parking Agreement pursuant to Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) and its home rule authority; and

WHEREAS, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, units of local government have had conferred upon them the power to "contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance;" now, therefore,

IN CONSIDERATION of the foregoing recitals, and the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Olde Salem and the Village hereby agree as follows:

1. Preamble. The recitals contained in the Preamble hereof are true in substance and in fact, and are incorporated herein as if fully set forth, both substantially and as evidencing the intent of the parties.

2. License Granted. The Village hereby grants a license to Olde Salem for the use of thirty (30) parking spaces to be partly located in the northerly right-of-way of Hartman Drive by the unit owners for the Term of this Agreement.

3. Fee. In consideration for the license and permits for the use of the thirty (30) parking spaces to be located in the Hartman Drive right-of-way, Olde Salem shall pay \$ ~~10.00~~ <sup>46</sup> to the Village on the first day of December, 2015, and \$ ~~10.00~~ <sup>46</sup> on the first day of each/succeeding December during the Term of this Agreement. *4-13-16* *4-13-14*

4. Term. The Term of this Agreement shall be for fifteen (15) years, beginning on December 1, 2015, and expiring on November 30, 2030.

5. Plans and Construction. Olde Salem shall prepare the construction plans and specifications and all revisions thereto for the parking spaces and landscaping in general conformance with the Site Development Plan last revised on September 28, 2015, and prepared by IG Consulting, Inc., all in conformance with Village requirements and subject to Village approval (a copy of said site plan is attached hereto). It shall also cause and pay for the installation and construction of all improvements as set forth in the final Village approved plans and specifications.

6. Village shall:

- (a) Review plans and specifications and provide comments and/or approvals on a timely basis.
- (b) Issue a building permit or permits following Village approval of the plans in accordance with Village ordinances.
- (c) Provide standard building permit inspection of the work, but not supervise the contractor.
- (d) Maintain the new depressed curb along Hartman Drive only and the new sidewalk.
- (e) Provide snow plowing and ice control on Hartman Drive (excluding the parking area) in common with snow plowing and ice control as otherwise provided by Village on Village Streets.

7. Repairs and Maintenance. Olde Salem shall be responsible for maintenance and repairs to the improvements made in accordance with the plans and specifications and as finally approved by Village. Such maintenance and repairs include, but are not limited to, resealing and/or repaving of the parking surface, the new curbs along the sides and along the north edge of the parking area. Snow removal from the parking spaces and adjacent sidewalk shall also be provided by Olde Salem. Further, Olde Salem shall provide removal of snow windrow left by Village's snow plowing of Hartman Drive.

8. Parking Regulation. The Village shall have the right to regulate the use and operation of the Hartman Drive off-street parking spaces not inconsistent with this Agreement. Parking of buses, trucks, and other commercial vehicles shall not be allowed on the parking area. Olde Salem shall not conduct, nor permit any person to conduct, any business or service on the Hartman Drive parking area without notification and prior written approval from the Village. Olde Salem shall install and maintain signage in the parking facility indicating that parking is prohibited except for owners of units of Olde Salem. The design and installation of the signs shall be subject to Village approval.

9. Binding Effect. All of the terms, covenants and conditions contained herein shall continue and bind all successors in interest of Olde Salem.

10. Memorandum. At the option of any party, this Agreement or a memorandum of this Agreement may be filed in the Office of the Recorder of Deeds of Cook County.

11. Insurance. Olde Salem shall obtain and provide, on or before the commencement of the term of this Agreement, and keep in force at all times throughout the Agreement, the following insurance coverage with respect to the parking area:

(a) Olde Salem shall provide and pay for Comprehensive General Liability insurance with contractual liability endorsement insuring against any liability arising out of the use, occupancy, or maintenance of the Parking Facility, on an occurrence basis with a minimum single limit of not less than One Million Dollars (\$1,000,000.00). Said insurance shall include a "personal injury" endorsement providing coverage for claims arising out of false arrest, false imprisonment, and such endorsement shall not contain an exclusion of coverage for claims for "personal injury" brought by employees of an insured. The Village shall be a named insured for said coverage.

(b) Workmen's compensation insurance in statutory amounts covering all persons directly or indirectly employed by Olde Salem in connection with any maintenance work or any repairs or alterations to be made to the parking area, and all employees and agents of Olde Salem with respect to whom death or bodily injury claims could be asserted against the Village or Olde Salem. Village shall be a named insured on said coverage.

To the fullest extent permitted by law, Olde Salem shall indemnify and hold harmless the Village, and its officers, officials, employees, volunteers, successors and assigns (collectively, the "Indemnified Parties") from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, arising out of or relating to (a) any act or omission by Olde Salem or the employees, agents, contractors, licensees, volunteers, tenants and/or subtenants of Olde Salem, arising from, or related to the plans and specifications for, construction and installation of improvements, maintenance, or failure to maintain, the Hartman Drive Astor Avenue Off-Street Parking Area, or (b) a breach of any obligation of Olde Salem under this Agreement.

Notwithstanding anything to the contrary in this Agreement, the Parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Agreement,

should claims, damages, cost and expenses, including reasonable attorney fees, arise subsequent to the expiration or termination of this Agreement.

12. Taxes. Should any taxes be assessed against the Property because of this Agreement, Olde Salem agrees to pay those taxes based on its use of the Parking Facility.

13. Assignment. Olde Salem shall not sublet or assign this Agreement or any portion of it without the written consent of the Village. Further, Olde Salem shall not in any way obtain financial gain from anyone as a result of any rights it has under this Agreement.

14. Notices. Any notices required herein or which the Village or Olde Salem may desire to serve upon the other, shall be in writing and shall be deemed served when deposited in the U.S. Mail, via certified mail, postage prepaid, return receipt requested, addressed to the parties as follows:

If to the Village:  
Village of Hanover Park  
2121 West Lake Street  
Hanover Park, IL 60133  
Attn: Village Manager

If to Olde Salem:  
Olde Salem HOA  
7700 Olde Salem Road  
Hanover Park, IL 60133  
Attn: Linda Domoleczny

15. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Illinois and all litigation arising from this Agreement shall be in the Circuit Court of Cook County, Illinois.

16. Mutual Cooperation. The Parties to this Agreement agree to provide mutual cooperation, perform any act or execute any document necessary to cause the intents and purposes of this Agreement to be realized.

17. Severability. In the event that any provision of this Agreement is found to be invalid or unenforceable, the Parties intend for such finding not to affect the enforcement or application of the remaining provisions herein to the greatest extent permitted by law.

18. Entire Agreement. This Agreement, including matters incorporated herein, represents the entire agreement between the Parties. There are no other covenants, warranties, representations, promises, conditions, or understandings, either oral or written, other than those contained herein.

19. Counterparts. This Agreement may be executed in separate counterparts. It shall be fully executed when each Party whose signature is required has signed at least on one (1) counterpart, even though no one (1) counterpart contains the signature of all the Parties.

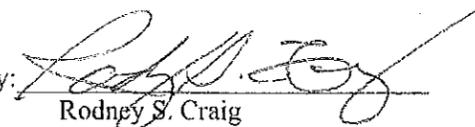
20. Non-Waiver. Nothing herein shall be construed to represent a waiver of all privileges and immunities granted, by statute or common law, to the Parties as units of local government.

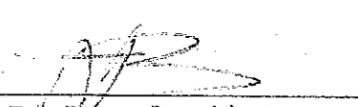
21. No Third Party Beneficiaries. The Parties agree that this Agreement is solely for the benefit of the Parties and nothing herein is intended to create any rights or remedies on any persons other than the Parties.

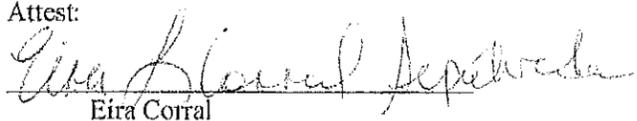
IN WITNESS WHEREOF, the Village and Olde Salem have executed this Agreement as of the date first above written.

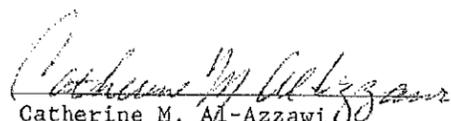
VILLAGE OF HANOVER PARK

OLDE SALEM

By:   
Rodney S. Craig  
Village President

By:   
Tom Bang, President  
Olde Salem Homeowners Assoc.

Attest:  
  
Eira Corral  
Village Clerk

  
Catherine M. Al-Azzawi  
Olde Salem Homeowners Assoc.

# PLAT OF EASEMENT

OF

THE SOUTH 10 FEET OF THAT PART OF OUTLOT '1' INTERIOR TO WEYMOUTH CIRCLE IN LIBERTY SQUARE UNIT THREE, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 15, 1978 AS DOCUMENT 24327447, IN COOK COUNTY, ILLINOIS.

**BOARD OF TRUSTEES CERTIFICATE:**

STATE OF ILLINOIS  
 COUNTY OF COOK } S.S.  
 ACCEPTED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HANOVER PARK, COOK COUNTY, ILLINOIS, THIS 21 DAY OF April, 2016.

BY: [Signature]  
 PRESIDENT

ATTEST: [Signature]  
 VILLAGE CLERK

**OWNER'S CERTIFICATE**

STATE OF ILLINOIS  
 COUNTY OF COOK } S.S.  
 THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE HAS CAUSED THE EASEMENT TO BE GRANTED AS INDICATED THEREON, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED THIS 19 DAY OF May, A.D., 2016.

SIGNED [Signature]

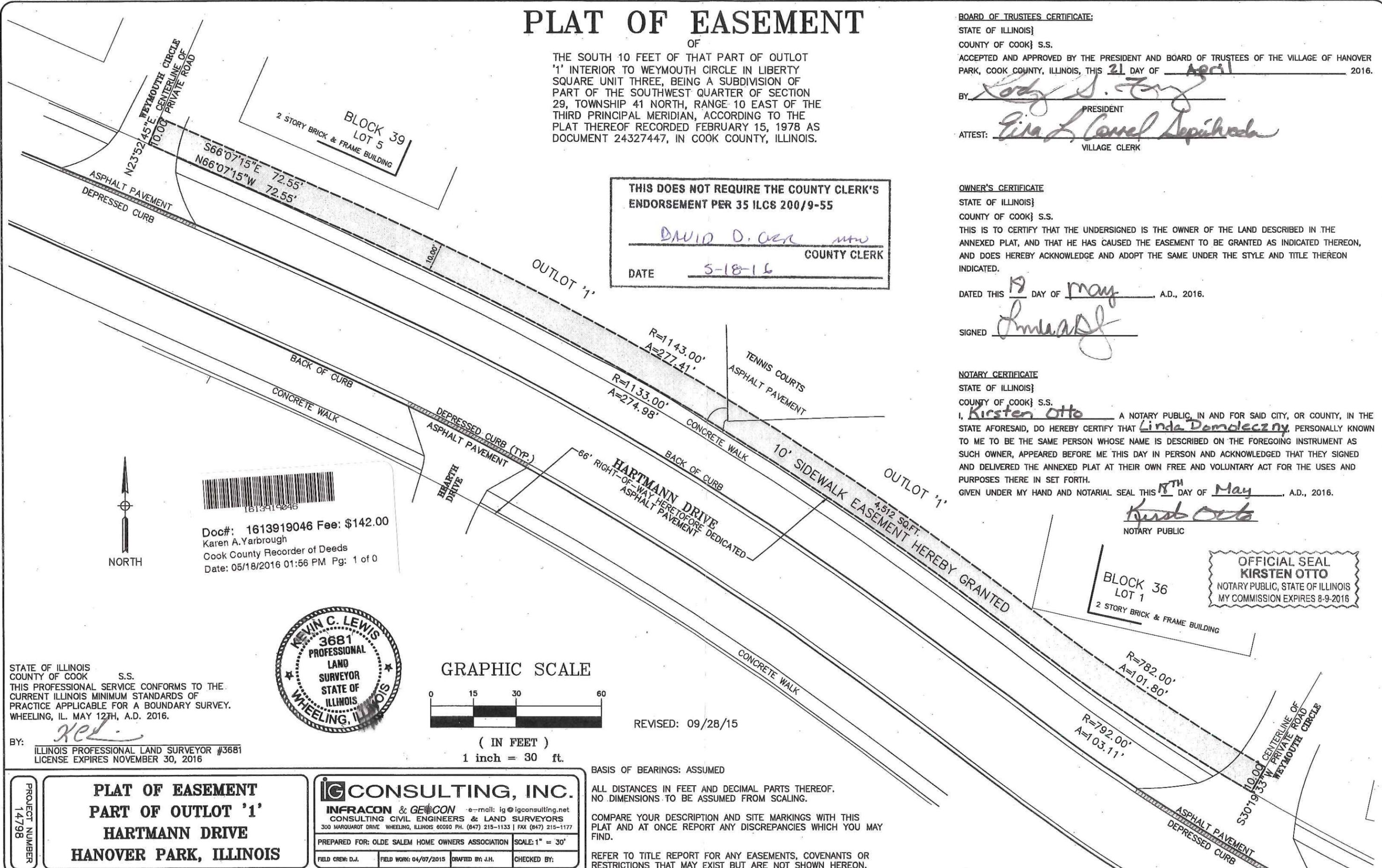
**NOTARY CERTIFICATE**

STATE OF ILLINOIS  
 COUNTY OF COOK } S.S.  
 I, Kirsten Otto A NOTARY PUBLIC, IN AND FOR SAID CITY, OR COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT Linda Domoleczny, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS DESCRIBED ON THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AT THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THERE IN SET FORTH.  
 GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 18<sup>TH</sup> DAY OF May, A.D., 2016.

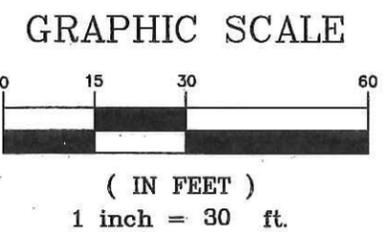
[Signature]  
 NOTARY PUBLIC



**THIS DOES NOT REQUIRE THE COUNTY CLERK'S ENDORSEMENT PER 35 ILCS 200/9-55**  
DAVID D. ORR notary  
 COUNTY CLERK  
 DATE 5-18-16



Doc#: 1613919046 Fee: \$142.00  
 Karen A. Yarbrough  
 Cook County Recorder of Deeds  
 Date: 05/18/2016 01:56 PM Pg: 1 of 0



REVISED: 09/28/15

STATE OF ILLINOIS COUNTY OF COOK } S.S.  
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE FOR A BOUNDARY SURVEY. WHEELING, IL. MAY 12TH, A.D. 2016.  
 BY: [Signature]  
 ILLINOIS PROFESSIONAL LAND SURVEYOR #3681  
 LICENSE EXPIRES NOVEMBER 30, 2016

BASIS OF BEARINGS: ASSUMED  
 ALL DISTANCES IN FEET AND DECIMAL PARTS THEREOF. NO DIMENSIONS TO BE ASSUMED FROM SCALING.  
 COMPARE YOUR DESCRIPTION AND SITE MARKINGS WITH THIS PLAT AND AT ONCE REPORT ANY DISCREPANCIES WHICH YOU MAY FIND.  
 REFER TO TITLE REPORT FOR ANY EASEMENTS, COVENANTS OR RESTRICTIONS THAT MAY EXIST BUT ARE NOT SHOWN HEREON.

PROJECT NUMBER 14798	<b>PLAT OF EASEMENT</b>	
	<b>PART OF OUTLOT '1'</b>	
	<b>HARTMANN DRIVE</b>	
	<b>HANOVER PARK, ILLINOIS</b>	
<b>IG CONSULTING, INC.</b>		
INFRACON & GECON e-mail: ig@igconsulting.net CONSULTING CIVIL ENGINEERS & LAND SURVEYORS 300 MARQUARDT DRIVE WHEELING, ILLINOIS 60090 PH. (847) 215-1133   FAX (847) 215-1177		
PREPARED FOR: OLDE SALEM HOME OWNERS ASSOCIATION		SCALE: 1" = 30'
FIELD CREW: D.J.	FIELD WORK: 04/07/2015	DRAFTED BY: J.H.
		CHECKED BY:
FIRM NO. 184-001330		