

**RESOLUTION NO. 22-R-59**

**A RESOLUTION APPROVING AND AUTHORIZING  
THE EXECUTION AND ACCEPTANCE OF  
A PERMANENT SIDEWALK EASEMENT AGREEMENT**

**WHEREAS**, 99 LLC, operating as the Islamic Society of Northwest Suburbs (the "Grantor") owns the property commonly known as 1200 Hicks Road, Rolling Meadows, Illinois ("Grantor Parcel"); and

**WHEREAS**, the City of Rolling Meadows ("City") intends to construct, install, operate and maintain a public sidewalk ("Public Sidewalk") on and across a portion of the Grantor Parcel, along Hicks Road ("Easement Parcel"); and

**WHEREAS**, the Grantor desires to grant to the City a certain easement (the "Easement") on, over and across the Easement Parcel, pursuant to and as more particularly described under the Permanent Sidewalk Easement Agreement ("Easement Agreement"), attached hereto and made a part hereof as Exhibit "A", in favor of the City, for the construction, installation, operation and maintenance of the Public Sidewalk, in accordance with the terms and conditions thereof; and

**WHEREAS**, the City Council of the City of Rolling Meadows deems it desirable and in the best interest of the City to approve, authorize and accept entering into an Easement Agreement with Grantor for the purpose of the construction, installation, operation and maintenance of the Public Sidewalk.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rolling Meadows, Cook County, Illinois:

**Section 1.** The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**Section 2.** It is hereby determined that it is advisable, necessary and in the public interest that the City accept, enter into and approve the Easement Agreement for the Easement with Grantor, for the purpose of the construction, installation, operation and maintenance of the Public Sidewalk on, over and across the Easement Parcel, as described in the Easement Agreement.

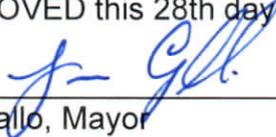
**Section 3.** The Mayor's and Deputy City Clerk's execution of the Easement Agreement, a copy of which is attached hereto and marked as Exhibit "A", be and is hereby approved and authorized.

Section 4. That this Resolution shall be in full force and effect from and after its passage, approval and execution in accordance with law.

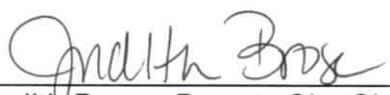
ADOPTED this 28<sup>th</sup> day of June, 2022, by the City Council of the City of Rolling Meadows on a roll call vote as follows:

AYES: O'Brien, Vinezeano, Bisesi, Reyez, Sanoica, McHale, Budmats  
NAYS: 0  
ABSENT: 0

APPROVED this 28th day of June, 2022.

  
\_\_\_\_\_  
Joe Gallo, Mayor

ATTEST:

  
\_\_\_\_\_  
Judith Brose, Deputy City Clerk

**Prepared By and When Recorded,  
Return To:**

Melissa M. Wolf  
Storino, Ramello & Durkin  
9501 West Devon Avenue  
Rosemont, Illinois 60018

Permanent Index Number:  
02-23-402-024

Address of the premises:  
1200 Hicks Road  
Rolling Meadows, Illinois

**PERMANENT SIDEWALK EASEMENT AGREEMENT**

This Grant of Permanent Sidewalk Easement (this “**Grant**”) is made this 28<sup>th</sup> day of June, 2022, by 99 LLC operating as the Islamic Society of Northwest Suburbs (the “**Grantor**”) and the City of Rolling Meadows, Illinois, an Illinois municipal corporation (the “**Grantee**”)

**RECITALS:**

A. Grantor is the fee owner of a certain parcel of real estate in Cook County, Illinois identified as Property Index Number 02-23-402-024, with a common address of 1200 Hicks Road, Rolling Meadows, Illinois (“**Grantor’s Parcel**”).

B. Grantee is an Illinois municipal corporation.

C. Grantee intends to install a public sidewalk (the “**Sidewalk**”), across, on and over the Grantor’s Parcel.

D. Grantor desires to grant across, on, and over a certain strip of the Grantor’s Parcel along Hicks Road, as legally described in the attached Exhibit “1” (the “**Easement Area**”), an easement, as more particularly described herein, in favor of the Grantee to permit Grantee install and maintain a public sidewalk (“**Public Sidewalk**”), subject to and in accordance with the terms and conditions hereof.

**NOW THEREFORE**, for and in consideration of the recitals described above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee declare and agree as follows:

1. **Recitals.** The foregoing recitals are deemed remade herein and form a part of this Grant, as if fully restated herein.

2. **Grant of Permanent Easement.** Subject to the terms, covenants, conditions and restrictions contained in this Grant, Grantor hereby declares, grants and establishes to the Grantee, its successors and assigns, for the purposes herein stated and for no other purpose, a non-exclusive and permanent easement for the purpose of the construction, installation, maintenance, repair, replacement and operation of the Public Sidewalk in the Easement Area, together with the right, permission and authority to enter upon the Easement Area as may be reasonably necessary for the purpose of maintaining, repairing, replacing and operating the Public Sidewalk and exercising the rights and performing the obligations of Grantee in accordance with the terms of this Grant and in compliance with all applicable laws.

3. **Rights, Priorities and Liabilities.**

(a) **Binding Effect and Priority of Grant.** All of the covenants and rights declared and established hereunder shall be considered as covenants and rights running with the land and not conditions, and the same shall be binding upon and inure to the benefit of the parties herein, and their respective grantees successors and assigns. All of the easements and rights declared and established hereunder and all such covenants and rights shall become binding upon and benefit any purchaser or successor of any owner of all or any portion of the Grantor's Parcel and shall also be binding upon and benefit every person or party whosoever shall at any time own any interest in the Grantor's Parcel howsoever the ownership thereof may be acquired.

(b) **Reservation of Rights.** Subject to the terms of this Agreement, and so long as the exercise by Grantor of such rights does not unreasonably interfere with Grantee's use of the Easement Area for the purposes herein granted, Grantor reserves the right to grant additional utility easements under and over the Easement Area; provided, that, Grantor restores or causes to be restored the surface of the Easement Area to its same condition prior to installation of the utility lines at Grantor's expense.

(c) **Covenants of Grantee.** No waste or debris associated with such work shall be allowed to accumulate, and, upon completion of the work, Grantee shall ensure that the surrounding property is left in a clean and attractive condition. Grantee covenants and agrees not to cause, suffer or permit any mechanics' liens to be recorded against title to the Grantor's Parcel. Grantee acknowledges that Grantor shall have no obligations, financial or otherwise, with respect to the design, construction, installation, maintenance, repair, replacement and operation the public sidewalk. Grantee acknowledges that a breach by it of its obligations under this Section 3(c) would cause irreparable injury to the Grantor and to the occupants from time to time of the Grantor's Parcel and, correspondingly, that Grantor (in addition to any other right or remedy available to it at law or in equity) shall be entitled to enforce its rights under this Section 3(c) by means of an injunction or similar type judicial order, and that, for such purposes, it shall not be necessary for Grantor to post a bond.

(d) **Rights of Third Parties.** Except as otherwise expressly provided herein, nothing contained in this Grant shall be deemed to be a gift of any portion of the Grantor's Parcel to the general public or any public use or purposes whatsoever, it being the intention of the parties to this Grant that this Grant be for the exclusive benefit of the parties specified herein and that nothing in this Grant, express or implied, shall be construed to confer or create any rights, benefits, privileges, claims, actions, or remedies in or for the benefit of any other person, any

other governmental body or agency, or the general public other than the parties specified herein and their successors and assigns.

(e) **Indemnity.** Grantee agrees to defend, hold harmless and indemnify Grantor, its successors, assigns, members, officers, tenants, agents and employees from and against any and all claims, costs, damages, expenses, judgments, and liabilities (including reasonable attorneys' fees and litigation expenses) which may arise from (i) Grantee's or Grantee's agents, contractors or employees exercise of any rights herein granted by Grantor or activities on the Grantor's Parcel, including damage to Grantor's Parcel, other property and injury to or death of person, (ii) the entry by Grantee or by Grantee's agents, contractors or employees on the Easement Area, (iii) the negligent use by Grantee or its agents, contractors, or employees of the Easement Area, (iv) a breach of this Agreement by Grantee, or (v) use of or activities upon the Easement Area. Once the Public Sidewalk is constructed in the Easement Area, Grantee will add Grantor as an additional insured on Grantee's applicable insurance policies.

4. **Miscellaneous.**

(a) This Grant contains the entire understanding and agreement between the parties hereto concerning the subject matter hereof and supersedes any prior or written or oral agreements between the parties concerning such subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Grant which are not fully expressed herein.

(b) This Grant may be changed, modified, amended, or rescinded only by an instrument in writing duly executed and acknowledged by all parties hereto or by the then owners of record fee simple title to each parcel of property covered by this Grant and consented to by all mortgagees which then hold a first lien against any such parcel or any part thereof.

(c) This Grant may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but, in making proof hereof, it shall only be necessary to produce one such counterpart.

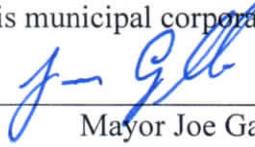
**IN WITNESS WHEREOF**, Grantor and Grantee has executed this Grant on the day and year first above written.

**GRANTOR:**  
99 LLC, operating as the  
Islamic Society of Northwest Suburbs

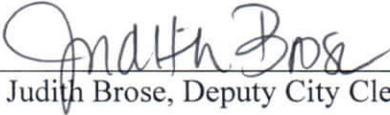
By: \_\_\_\_\_

Its: \_\_\_\_\_

**GRANTEE:**  
**CITY OF ROLLING MEADOWS,**  
an Illinois municipal corporation

By:  \_\_\_\_\_  
Mayor Joe Gallo

Attest:

By:  \_\_\_\_\_  
Judith Brose, Deputy City Clerk

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

**GRANTEE ACKNOWLEDGMENT**

I, Debra J Austerlade, a notary public in and for said County, in the State aforesaid do hereby certify that Joe Gallo and Judith Brose, personally known to me to be the Mayor and Deputy City Clerk of the City of Rolling Meadows, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and Deputy City Clerk of said City, they signed and delivered the said instrument pursuant to authority given by said City as their free and voluntary act and as the free and voluntary act and deed of said City for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of June, 2022.

Debra J Austerlade  
Notary Public



STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

**GRANTOR ACKNOWLEDGMENT**

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid do hereby certify that Zeeshan Khan, personally known to me to be the President of 99 LLC operating as the Islamic Society of Northwest Suburbs, the owner of the Grantor's Parcel described herein, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President signed and delivered the foregoing instrument pursuant to the authority vested in him as the free and voluntary act of the company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

[SEAL]

**EXHIBIT "1"**

**Legal Description**

THE WEST 6.00 FEET OF THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF HICKS ROAD (SAID EAST LINE ALSO BEING A LINE 33.62 FEET, AS MEASURED ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, EAST OF THE WEST LINE OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER) THAT IS 250 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AS MEASURED ON SAID EAST LINE OF HICKS ROAD SAID POINT BEING 34.95 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AS MEASURED ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 970 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF HICKS ROAD A DISTANCE OF 358.34 FEET TO A POINT ON A LINE 712 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE WEST ALONG SAID LINE 712 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 970 FEET TO A POINT ON SAID EAST LINE OF HICKS ROAD, SAID POINT BEING 36.86 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AS MEASURED ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH ALONG SAID EAST LINE OF HICKS ROAD, A DISTANCE OF 359.29 FEET TO THE PLACE OF BEGINNING.

