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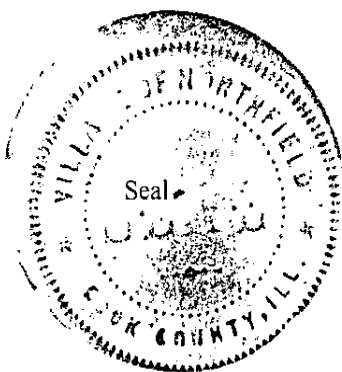
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2001-04-18 13:21:42  
Cook County Recorder 31.00



MAIL TO RECORDER'S BOX 324

Property of Cook County Clerk's Office

I, Michael S. Nystrand, duly appointed Village Clerk of the Village of Northfield, Cook County, Illinois do hereby certify that the attached is a true and complete original Agreement for Easement of Access and Construction Approvals to be recorded and attached to the following address:  
  
58 Woodley Road, Winnetka, Cook County, Illinois 60093  
  
Real Estate Index Number 05-29-100-011 and 05-29-100-068



*Michael S. Nystrand*  
Michael S. Nystrand, Village Clerk

MSN:ms  
3-26-01

MAIL TO RECORDER'S BOX 324 (NFK)

# UNOFFICIAL COPY

PINs 05-29-100-011  
05-29-100-068

10315950

Return to:

Village Clerk  
Village of Northfield  
361 Happ Rd.  
Northfield IL 60093-3417  
847/446-9200

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## Agreement for Easement of Access and Construction Approvals

### Village of Northfield 58 Woodley Road Property

This Agreement for Easement and Construction Approval ("Agreement") is made as of March 19, 2001 by Elizabeth Smolinski ("Owner") and the Village of Northfield (the "Village"), an Illinois municipal corporation.

#### Recitals

A. The subject of this Agreement is an approximately one (1) acre parcel of land located on the east side of Hibbard Road opposite Winfield Drive, with the common address of 58 Woodley Road (the "Property"). The Property is legally described in Exhibit A attached hereto and made a part hereof. The Property is improved with a single family house.

B. Owner is the sole title holder of the Property.

C. The Property has been duly annexed to the Village, and this Agreement is entered into subsequent to that annexation.

D. Owner and the Village have agreed that Owner will grant and maintain permanent access to the Property for law enforcement, fire and emergency vehicles and personnel of the Village, provided the Village permits construction on the Property in a manner which deviates from certain flood hazard area regulations adopted by the Village, as described herein.

#### Provisions

NOW, THEREFORE, in consideration of the forgoing recitals and the mutual commitments herein contained, Owner and the Village agree as follows:

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1. **Recitals.** The foregoing Recitals are incorporated into this Declaration by this reference, as if the same were fully set forth in this Paragraph 1.

## 2. Owner Commitments.

- (a) **Easement.** Owner hereby declares and grants to the Village a non-exclusive easement on, over and across those portions of the Property established and maintained as driveway and parking areas for the ingress and egress of law enforcement, fire and emergency vehicles and personnel of the Village.
- (b) **Covenant.** Owner covenants and agrees to construct, maintain, repair and restore, at its sole cost and expense, a driveway onto the Property from Hibbard Road to the house constructed on the Property, so as to provide access to the Property and house thereon from Hibbard Road for law enforcement, fire and emergency vehicles and personnel of the Village.
- (c) **Binding Effect.** The easement granted herein shall be perpetual and appurtenant to the Property for so long as it is within the corporate boundaries of the Village. The covenant made herein shall be perpetual and shall run with the land of the Property, and shall be binding upon Owner and its grantees, lessees, successor and assigns, and shall inure to the benefit of the Village and its law enforcement, fire and emergency service providers for so long as the Property is within the corporate boundaries of the Village.

## 3. Village Commitments

- (a) **House Addition Elevation.** The Village shall permit and allow structural alteration to the existing house on the Property such that the floor surface of any addition to the first floor may be below flood protection elevation, provided it is at least one inch above the applicable base flood elevation, notwithstanding the requirements of Chapter 7, Article V, Section 7-82(3) of the Village Code.
- (b) **Basement Floodproofing.** The Village shall permit and allow structurally dry floodproofing of any newly constructed basement area on the Property, provided such floodproofing methodology and plan is approved by the Village Engineer, and provided that no electrical circuits, mechanical heating, ventilation, plumbing and air conditioning equipment, or utility meters are located in such basement addition, notwithstanding the requirements of Chapter 7, Article V, Section 7-82(4)(b) of the Village Code.
- (c) **Binding Effect.** The foregoing commitments of the Village shall be binding on the Village so long as the Property is within the corporate boundaries of the Village.

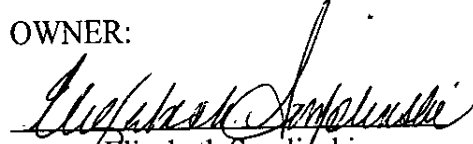
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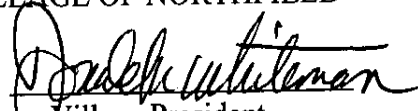
4. **Enforcement.** The commitments made herein may be enforced by Owner and the Village by suit in equity in the Circuit Court for the County of Cook, Illinois.

IN WITNESS WHEREOF, Owner and the duly authorized officers of the Village have set their hands hereto as of the date first above written.


OWNER:

  
Elizabeth Smoliński

VILLAGE OF NORTHFIELD

By:   
Village President

Attest:

  
Deputy Village Clerk

Prepared by:

Gregory L. Dose, Esq.  
FagerHaber, LLC  
55 E. Monroe St. #4000  
Chicago, IL 60603  
312/580-2240

Notary Certificates

State of Illinois )  
 ) SS  
County of Cook )

I, the undersigned notary public in and for the state and county aforesaid, do hereby certify that Elizabeth Smolinski, who is 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 she is the sole title holder of the property described in said instrument, and that she signed and delivered said instrument as her free and voluntary act.

Given under my hand and notarial seal this Monday day of 2001, 2001.

*Gregory L. Dose*  
Notary Public  
"OFFICIAL SEAL"  
Gregory L. Dose  
Notary Public, State of Illinois  
My Commission Exp. 02/28/2002

State of Illinois )  
 ) SS  
County of Cook )

I, the undersigned notary public in and for the state and county aforesaid, do hereby certify that DONALD K. WHITEMAN and MARK J. MORIEN personally known to me to be the Village President and Clerk, respectively, of the Village of Northfield, and personally known to me to be to be the same persons whose names are subscribed to the foregoing instrument, acknowledged that they signed and delivered said instrument pursuant to authority given by the Board of Trustees of said Village, as their free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of March, 2001.

*Linda A. Gittel*  
Notary Public  
"OFFICIAL SEAL"  
LINDA A. GITTEL  
Notary Public, State of Illinois  
My Commission Expires 5/27/03

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## EXHIBIT A

Legal Description  
58 Woodley Road

10315950

PARCEL 1: 05-29-100-011

THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SECTION 29, 1176.75 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 29, THENCE EAST ALONG A STRAIGHT LINE 251.58 FEET TO A POINT IN A LINE 251.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 29 AND 1176.02 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 29, THENCE SOUTH ALONG SAID LINE 251.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION 29, 160.86 FEET; THENCE WEST IN A STRAIGHT LINE 251.58 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 29, 1337.71 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 29, THENCE NORTH ALONG SAID WEST LINE OF SAID SECTION 29, 160.96 FEET TO THE PLACE OF BEGINNING.

ALSO

PARCEL 2: 05-29-100-068

A STRIP OF LAND 20 FEET IN WIDTH EAST TO WEST, BEING ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN A LINE 251.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 1300 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE NORTH 88 DEGREES 36 MINUTES, EAST 20.05 FEET TO A LINE 271.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4; THENCE NORTH 0 DEGREES 8 MINUTES 30 SECONDS WEST ALONG SAID LINE 271.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 123.75 FEET TO A POINT 1175.98 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE WEST 20 FEET TO A POINT 251.58 FEET EAST OF THE WEST LINE AND 1176.02 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 0 DEGREES 8 MINUTES 30 SECONDS EAST ALONG A LINE 251.58 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 123.98 FEET TO THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.