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1381/0183 11 001 Page 1 of 10

2002-08-29 16:13:51

Cook County Recorder 39.00



0020956233

NON-EXCLUSIVE EASEMENT AGREEMENT  
FOR SANITARY SEWER MAIN

between

VILLAGE OF NORTHBROOK

and

NORTHBROOK REAL ESTATE, L.L.C.

for

4101 LAKE-COOK ROAD  
NORTHBROOK, ILLINOIS

This document prepared by:

Barbara A. Adams  
Holland & Knight LLC  
55 W. Monroe Street, #800  
Chicago, IL 60603

**BOX 337**

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## NON-EXCLUSIVE EASEMENT AGREEMENT FOR SANITARY SEWER MAIN

THIS AGREEMENT is dated as of this 27<sup>th</sup> day of August, 2002, by and between the VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation (the "Village"), and Northbrook Real Estate, L.L.C.(the "Owner").

IN CONSIDERATION OF the mutual covenants and agreements set forth herein and pursuant to the Village's home rule powers, the parties hereto agree as follows:

1. BACKGROUND.

A. The Owner is the owner of certain real estate situated at 4101 Lake-Cook Road in Northbrook, County of Cook, State of Illinois, which real estate is legally described in Exhibit A (the "Subject Property").

B. The Owner and the Village have determined that it is in their respective best interests to enter into this Agreement in order to provide the Village with a sufficient property interest in the Subject Property to fulfill the purposes described herein.

2. GRANT AND USE OF EASEMENT. The Owner grants, conveys, warrants, and dedicates to the Village a perpetual non-exclusive easement in, at, over, along, across, through, upon, and under that portion of the Subject Property legally described on Exhibit B (the "Easement Premises"), to survey, construct, install operate, use, maintain, , test, inspect, repair, remove, and replace or abandon in place (collectively the "Installation") a sanitary sewer transmission main and any appurtenances thereto which have been dedicated to or subsequently

modified by the Village (the "Facilities"), together with all reasonable rights of ingress and egress over, along, across, and upon the Subject Property necessary for the exercise of the rights granted herein. The Village shall, at its sole cost and expense, complete the Installation of the Facilities in a good and workmanlike manner. Except in emergency situations, the Village agrees to give the Owner reasonable prior notice of any contemplated work on the Easement Premises and such notice shall also be given to the operator of the Rosewood Care Center, Inc. of Northbrook.

3. HOLD HARMLESS. The Village agrees to indemnify, hold harmless and defend the Owner from and against all claims, causes of action, suits, damages, or demands arising out of or connected with the Installation of the Facilities on the Easement Premises.

4. RESERVED RIGHT. The Owner reserves the right to use the Easement Premises in any manner that will not prevent or interfere in any way with the exercise by the Village of the rights granted herein; provided, however, that the Owner shall not permanently or temporarily improve or obstruct the Easement Premises or cause any improvements or obstructions to be constructed on the Easement Premises that would impair the exercise by the Village of the rights granted herein without the express prior written consent of the Village Manager.

5. ADDITIONAL EASEMENTS. The Owner shall have the right to grant other non-exclusive easements over, along, across or upon the Easement Premises; provided, however, that any such other easements shall be subject to this

Agreement and the rights granted hereby; and provided further, that the Village Manager shall have first consented in writing to the terms, nature, and location of any such other easements.

6. VILLAGE RESTORATION. Upon completion of any Installation, the Village agrees to (a) replace and grade any and all topsoil removed by the Village; (b) restore to condition immediately preceding the Installation any and all fences, roads, plantings, and improvements that are damaged or removed as a direct result of the Installation; and (c) replace any and all natural grass removed with sod of like quality.

7. COVENANTS RUNNING WITH THE LAND. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against the Subject Property and shall be binding upon and inure to the benefit of the Owner and the Village and their respective mortgagees, lessees, heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Subject Property, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits,

then such easements, rights, restrictions, agreements or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois.

8. ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES. The

Owner agrees that the Village may assign its rights or delegate its duties under this Agreement to any person or entity: (a) who is reasonably competent to exercise the rights and perform the obligations imposed herein; and (b) who makes adequate assurances to the Owner that any activity performed pursuant to such assignment or delegation shall be conducted in a good and workmanlike manner.

9. AMENDMENT. This Agreement may be modified, amended, or

annulled only by the written agreement of the Owner and the Village.

10. EXHIBITS. Exhibits A and B attached to this Agreement are

incorporated herein and made a part hereof by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

WITNESS:

NORTHBROOK REAL ESTATE, L.L.C.

*James J. Heekin*

By: *De Van M...*

ATTEST:

VILLAGE OF NORTHBROOK

*Rona N. Lewis*

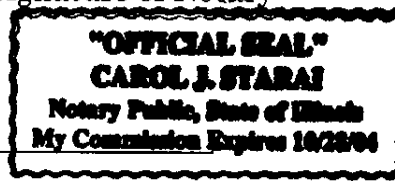
By: *John M. P...*

ACKNOWLEDGEMENTS

STATE OF ILLINOIS )  
 )  
 ) SS  
COUNTY OF COOK )

This instrument was acknowledged before me on August 27, 2002, by John M. Novinson, the Village Manager of the VILLAGE OF NORTHBROOK, an Illinois municipal corporation, and by Lona N. Louis, the Village Clerk of said municipal corporation.

Carol J. Starai  
Signature of Notary



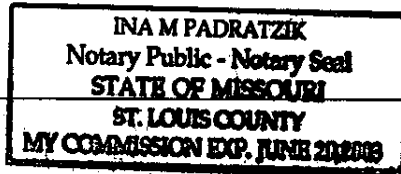
SEAL

My Commission expires: \_\_\_\_\_

STATE OF MISSOURI )  
 )  
 ) SS  
COUNTY OF ST. LOUIS )

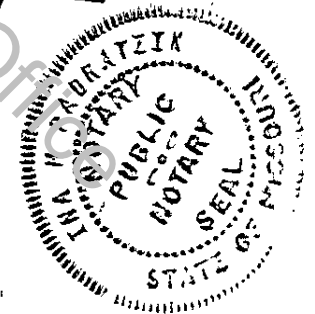
This instrument was acknowledged before me on August 21, 2002, by Larry Vander Maten, as Manager of NORTHBROOK REAL ESTATE, L.L.C., an Illinois limited liability company.

Ina M. Padratzik  
Signature of Notary



SEAL

My Commission expires: \_\_\_\_\_



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## CONSENT OF MORTGAGEE

This 20<sup>th</sup> day of AUGUST, 2002, U.S. Bank, successor to Mercantile Bank National Association does hereby consent to and approve of the within described easement and subordinates the following thereto: Mortgage dated June 28, 1996 and recorded July 12, 1996 as Document 96-533898 made by Northbrook Real Estate, L.L.C. to secure a note for \$13,125,000.

U.S. BANK, successor to MERCANTILE BANK, NATIONAL ASSOCIATION

By: Kevin P. Kinealy

Name: KEVIN P. KINEALY

Title: ASST. VICE PRES.

SEAL

ATTEST:

[Signature]

Name:

L. Alec Blanc III

Title:

Senior Vice President

STATE OF MISSOURI )

) SS

CITY OF ST. LOUIS )

CATHY L. BYER  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis County  
My Commission Expires: June 13, 2006

This instrument was acknowledged before me on 8-20, 2002, by Kevin Kinealy, as AVP of U.S Bank, successor to Mercantile Bank, National Association a bank organized under the laws of the United States of America and MISSOURI, as Officers of said bank.

Cathy L. Byer  
Signature of Notary

SEAL

My Commission expires: 6-13-2006

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## EXHIBIT A

### Legal Description of the Subject Property

#### PARCEL 1:

THE EAST 313 FEET OF THE WEST 473 FEET OF LOT 3 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT THE SOUTH 17 FEET OF THE NORTH 50 FEET OF SAID EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST 1/4 OF THE EAST 1/2 OF LOT 3 AFORESAID CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED JANUARY 7, 1974 AS DOCUMENT 22587485, IN COOK COUNTY, ILLINOIS.

AND

#### PARCEL 2:

THE WEST 160.00 FEET OF THE NORTHEAST 1/4 OF THE EAST 1/2 OF LOT 2 IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

4101 Lake Cook Road  
Northbrook, Illinois 60062

P.I.N.s:

04-06-101-007-000  
04-06-101-006-000



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## EXHIBIT B

### Legal Description of the Easement Premises

THE EAST 27 FEET OF THE SOUTH 275 FEET OF THE WEST 473 FEET OF THE NORTHEAST 1/4 OF THE EAST 1/2 OF GOVERNMENT LOT 2 IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

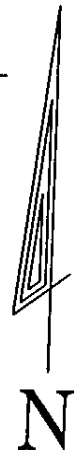
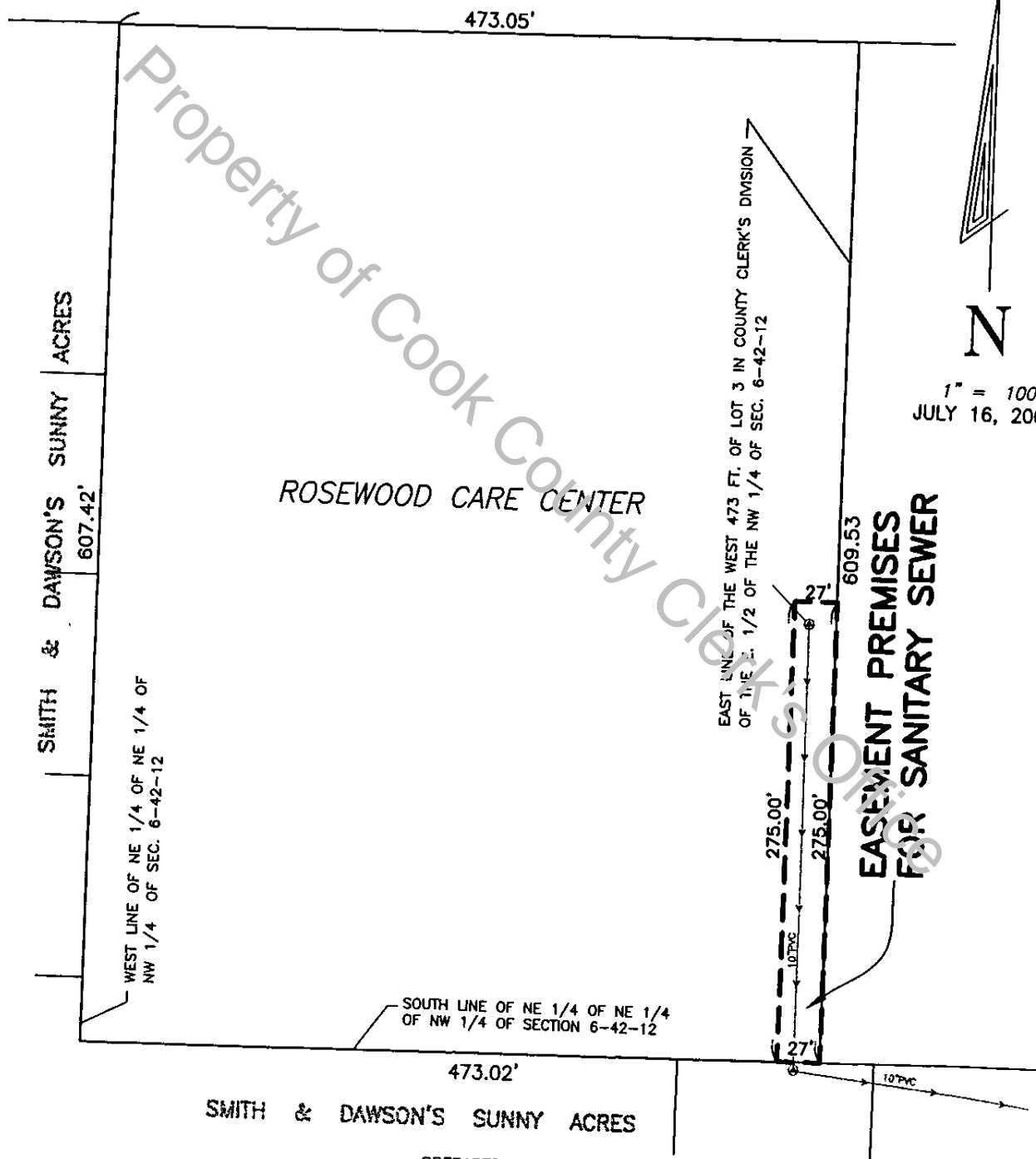
Commonly Known as 4101 LAKE COOK ROAD  
NORTHBROOK, ILLINOIS 60062

Permanent Real Estate Index No. 04-06-101-007-0000  
04-06-101-006-0000

Property of Cook County Clerk's Office

# EXHIBIT B.2 EASEMENT PREMISES FOR SANITARY SEWER

LAKE COOK ROAD



1" = 100'  
JULY 16, 2002

Property of Cook County Clerk's Office

ROSEWOOD CARE CENTER

EASEMENT PREMISES FOR SANITARY SEWER

ORDER NO.: 2002-0582  
FILE: 6-42-12  
PROJECT NO.: 636

PREPARED BY:  
EDWARD J. MOLLOY & ASSOCIATES, LTD.  
LAND & CONSTRUCTION SURVEYORS

1230 MARK STREET, BENSENVILLE, ILLINOIS 60106 (630)595-2600 FAX(630)595-4700