

UNOFFICIAL COPY

0030411358

6088/0216 20 001 Page 1 of 16
2003-03-27 09:43:55
Cook County Recorder 102.00



0030411358

This instrument was prepared by
and after recording, return to:

Joan S. Cherry, Esq.
Johnson and Colmar
300 S. Wicker Dr., Suite 1000
Chicago, Illinois 60606

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Easement Agreement**") is dated as of this 18th day of March 2003, ("**Effective Date**"), by and between the Village of Lincolnwood, an Illinois home rule municipality (the "**Village**"), and Grossinger Properties, Inc., a Delaware corporation, (hereinafter referred to as "**Grossinger**") (individually, a "**Party**", and collectively, the "**Parties**").

RECITALS

A. Grossinger is the current record owner of that parcel of land located in Cook County, Lincolnwood, Illinois bearing Permanent Index Number 10-35-204-005 (the "**005 Parcel**" or "**Site**"), and legally described on **Exhibit "A"**, attached hereto and incorporated herein by this reference. The Site includes a parcel of land denominated as Parcel 0013 (the "**Property**").

B. The Village, in accordance with Article VII Section 6(a) of the Constitution of the State of Illinois of 1970, entered into an unrecorded Real Estate Sales Agreement dated March 6, 2003, (the "**Real Estate Agreement**"), with Grossinger, pursuant to the Village's authority as a home rule unit, for the purpose of purchasing the Property from Grossinger.

BOX 533-CP

8032305 D1 JF 303

UNOFFICIAL COPY

C. Subject to the terms and conditions of the Real Estate Agreement, the Village will acquire the Property from Grossinger for municipal, public and governmental purposes.

D. Pursuant to the terms of the Real Estate Agreement, the Village will deliver to Grossinger at the closing of the transaction contemplated by the Real Estate Agreement (the "Closing"), this Easement Agreement, pursuant to which Grossinger will grant to the Village a utility, sidewalk and drainage easement for those purposes described below.

E. The Village and Grossinger have determined that it is in their respective best interests to enter into this Easement Agreement to permit the Village access to a 10' Proposed Utility, Sidewalk and Drainage Easement following the Closing for those purposes described below.

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:

ARTICLE 1. RECITALS. The Parties incorporate the foregoing Recitals into this Easement Agreement as if fully set forth in this Article 1.

ARTICLE 2. GRANT AND USE OF EASEMENT. Grossinger herein grants, gives and conveys to the Village, and its designated appraisers, engineers, architects, contractors, consultants and other agents and representatives, as of the Effective Date, a perpetual, non-exclusive easement over, across and through the area depicted as the "**10' Proposed Utility, Sidewalk and Drainage Easement**", (the "**Easement Area**"), as follows:

A non-exclusive easement in, upon, across, under, through and over the public utility, sidewalk and drainage easement indicated on the plat is hereby reserved for and granted to the Village of Lincolnwood and its successors and assigns, for the perpetual right, privilege and authority to survey, construct, reconstruct, repair, inspect, test, maintain, operate, remove and abandon in place various sidewalks

UNOFFICIAL COPY

and utility systems, including water, sanitary and storm sewer service, together with any and all necessary manholes, catch basins, appliances and all other structures and appurtenances as may be necessary to provide such utility systems (the “**Utilities**”). A non-exclusive, perpetual easement is further reserved and granted to the foregoing party for ingress and egress across the easement hereby granted, together with the right of access across such land for the necessary personnel and equipment to do any of the above work and to cut down, trim or remove any trees, shrubs or other plants on the public utility easement that interfere with the operation of the sidewalk, sewers or other utilities. No permanent buildings or other obstructions shall be placed on the public utility easement but the same may be used for sidewalks, bicycle paths, gardens, shrubs, landscaping and other purposes that do not then or later interfere with the exercise of the uses or rights herein granted (the “**Utility, Sidewalk and Drainage Easement**”).

The Utility, Sidewalk and Drainage Easement is legally described on **Exhibit “B”**, attached hereto and made a part hereof, and graphically depicted on the Plat of Dedication for Public Utility, Sidewalk and Drainage Easement, attached hereto as **Exhibit “C”**, and made a part hereof.

ARTICLE 3. IMPROVEMENTS IN THE EASEMENT AREA. The Village shall have the right to (1) landscape the surface of the Easement Area; and (2) utilize the Easement Area for any purpose(s) not inconsistent with the Village's rights herein. The Village shall be responsible for constructing, installing, operating, inspecting, maintaining, repairing and/or replacing the Utilities and paved sidewalk within the Easement Area, at its expense. The Village shall also, at its expense, install and maintain a 4' high wrought iron fence, curbing and landscaping, and parkway street trees every 44 feet, within the Easement Area.

ARTICLE 4. TIME OF CONSTRUCTION/IMPROVEMENTS. The Village shall in good faith make its best efforts to accomplish all construction, installation, inspection, maintenance repairs or replacements of the Utilities, and installation and maintenance of the

UNOFFICIAL COPY

improvements identified in Article 3 above, in a timely and workmanlike manner, so as not to unreasonably disrupt or delay Grossinger's redevelopment of the 005 Parcel, or unreasonably disrupt Grossinger's use of the 005 Parcel.

If the Village fails to comply with its obligations hereunder to properly and adequately maintain the Easement Area as hereinabove provided, Grossinger, following reasonable notice to the Village, may undertake such landscaping and maintenance on its own behalf at the expense of the Village. . If the surface and/or subsurface of the Easement Area (including any physical improvements located thereon and/or therein) are disturbed by the Village, it shall, in consideration of its use and enjoyment of the Easement Area and at its sole cost and expense, promptly restore the surface and/or subsurface thereof (and all physical improvements located thereon and/or therein) to the same general condition in which they existed immediately prior to such disturbance.

ARTICLE 5. INDEMNIFICATION. The Village shall indemnify Grossinger against any claims, causes of action, suits, damages, costs, demands, losses, expenses or liability which Grossinger may suffer or incur as a result of any actions by the Village or its agents while using the Easement Area; and the Village shall repair any damage caused thereby.

Grossinger shall indemnify the Village against any claims, causes of action, suits, damages, costs, demands, losses, expenses or liability which the Village may suffer or incur as a result of any actions by Grossinger or its agents while using the Easement Area; and Grossinger shall repair any damage caused thereby.

UNOFFICIAL COPY

ARTICLE 6. INSURANCE. The Village represents that it is authorized pursuant to 5 ILCS 220/6 to be self-insured through the Intergovernmental Risk Management Association (“IRMA”), that the Village is self insured through IRMA for the insurance coverage and limit requirements set forth herein and will provide evidence to Grossinger to demonstrate it is so self-insured and its financial ability to self-insure insurance coverage and limit requirements required hereunder as follows:

- (a) Commercial General Liability Insurance with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence against liability for bodily injury, including death resulting therefrom, property damage and personal injury, which shall cover the Village and Grossinger as an additional insured; and
- (b) Worker compensation and Occupational Disease Insurance, including Employer’s Liability Insurance for limits of not less than the statutory limits of liability.

The Village agrees to name Grossinger as an additional insured and to provide it with a Certificate of Insurance evidencing such coverage.

ARTICLE 7. RESERVED RIGHT. Grossinger retains the right to use the Easement Area in any manner that will not unreasonably prevent or materially interfere in any way with the exercise by the Village of the rights granted herein; provided, however, that Grossinger, after the Effective Date, shall not permanently or temporarily improve or obstruct, or cause or permit any improvements or obstructions to be constructed on the Easement Area that would impair the exercise by the Village of the rights granted herein, without the express prior written consent of the Village.

UNOFFICIAL COPY

ARTICLE 8. ADDITIONAL EASEMENTS. Grossinger shall have the right to grant other non-exclusive easements over, along, across, under or upon the Easement Area , provided, however, that any such other easements shall be subject to this Easement Agreement and the rights granted hereby; and provided further, that the Village shall have first consented in writing to the terms, nature, and location of any such other easements, which consent shall not be unreasonably withheld.

ARTICLE 9. COVENANTS RUNNING WITH THE LAND. The easements and rights granted in this Easement Agreement, the restrictions imposed by this Easement Agreement, and the agreements and covenants contained in this Easement Agreement shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the 005 Parcel, and shall be binding upon and inure to the benefit of Grossinger, the Village and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives including, without limitation, all subsequent owners of the 005 Parcel, 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 to die of the current President of the United States, George W. Bush, his wife and all of their descendants, living on the date of the Effective Date.

30411358

UNOFFICIAL COPY

ARTICLE 10. ASSIGNMENT OF RIGHTS. The Parties agree that the assignment of either Parties' rights or delegation of their duties under this Easement Agreement requires the written consent of all Parties, which consent shall not be unreasonably withheld.

ARTICLE 11. AMENDMENT. This Easement Agreement may be modified, amended, or annulled only by a written agreement by and between the Village and Grossinger.

ARTICLE 12. NOTICES. All notices and other communications in connection with this Easement Agreement shall be in writing, and shall be transmitted by facsimile, with posted, written copy to follow. Any notice or other communication hereunder shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below, three business days after deposit thereof in any United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the Parties, respectively, as follows:

If to the Village:

Village of Lincolnwood
6900 Lincoln Avenue
Lincolnwood, Illinois 60712
Attn: Peter T. Moy
Village President
Telecopier: (847) 673-9382

with copies to:

Village of Lincolnwood
6900 Lincoln Avenue
Lincolnwood, Illinois 60712
Attn: Robert Bocwinski
Village Administrator
Telecopier: (847) 673-9382

UNOFFICIAL COPY

with required copies to:

Joan S. Cherry, Esq.
Johnson and Colmar
300 S. Wacker Drive, Suite 1000
Chicago, Illinois 60606
Telecopier: (312) 922-9283

If to Grossinger:

Caroline Grossinger
Grossinger Properties, Inc.
6900 McCormick Boulevard
Lincolnwood, Illinois 60712
Telecopier: (847) 675-0655

with copies to:

Piper Rudnick
203 N. LaSalle Street
Suite 1800
Chicago, Illinois 60601
ATTN: Mark Gershon, Esq.
Harold Francke, Esq.
Telecopier: (312) 236-7516

By notices complying with the foregoing requirements of this Section, each Party shall have the right to change the address or addressee or both for all future notices and communications to such Party, but no notice of a change of address shall be effective until actually received.

ARTICLE 13. EXHIBITS. All Exhibits attached to this Easement Agreement are incorporated herein and made a part hereof by this reference.

[This space intentionally left blank]

UNOFFICIAL COPY

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

ATTEST:


VILLAGE CLERK

THE VILLAGE OF LINCOLNWOOD

By: 
VILLAGE PRESIDENT

THE VILLAGE OF LINCOLNWOOD

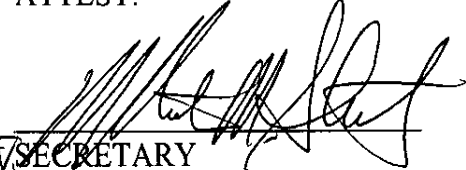
By: 
VILLAGE ADMINISTRATOR

Property of Cook County Clerk's Office

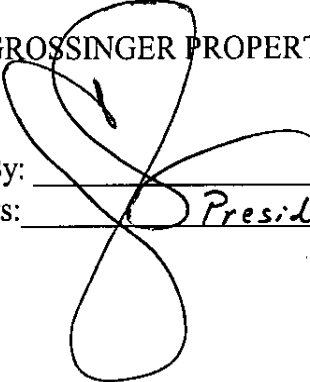
30411358

UNOFFICIAL COPY

ATTEST:


ASSISTANT SECRETARY

GROSSINGER PROPERTIES, INC.

By: 
Its: President

Property of Cook County Clerk's Office

30411358

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, SHARON F. DINOVO, a Notary Public in the State of Illinois and County of COOK in the State aforesaid, do hereby certify that Carolyn Grossing President of Grossing Properties Inc. a Delaware corporation, and Morton H. Steinberg ^{ASST} Secretary of said corporation, personally appeared before me and acknowledged that they signed and delivered this instrument of their own free and voluntary acts of and as the free and voluntary acts of said corporation, for the uses and purposes set forth therein; ~~and the Secretary also then and there acknowledged that (s)he, as custodian of the corporate seal of said corporation, affixed the same to the foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.~~

Given under my hand and official seal this 17th day of MARCH, 2003.

"OFFICIAL SEAL"
Sharon F. Dinovo
Notary Public, State of Illinois
My Commission Expires 07/23/03

Sharon F. Dinovo
Notary Public

30411358

UNOFFICIAL COPY

EXHIBIT "A"

Legal Description for 005 Parcel

LOT 3A IN THE LINCOLNWOOD TOWN CENTER RESUBDIVISION, BEING LINCOLNWOOD TOWN CENTER SUBDIVISION (EXCEPTING THEREFROM LOT 9), A PART OF THE NORTH ½ OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1989 AS DOCUMENT NO. 89522374 IN COOK COUNTY, ILLINOIS.

10-35-204-005-0000

Property of Cook County Clerk's Office

30411358

UNOFFICIAL COPY

EXHIBIT "B"

Legal Description for 10' Proposed Utility, Sidewalk and Drainage Easement

THE NORTH 10 FEET OF THE SOUTH 70.00 FEET (PERPENDICULAR MEASURE) OF LOT 3A IN THE LINCOLNWOOD TOWN CENTER RESUBDIVISION, BEING LINCOLNWOOD TOWN CENTER SUBDIVISION (EXCEPTING THEREFROM LOT 9), A PART OF THE NORTH HALF OF SECTION 35, TOWNSHIP 41 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 2, 1989 AS DOCUMENT NO. 89522374 IN COOK COUNTY, ILLINOIS, CONTAINING 0.094 ACRES (4095 SQUARE FEET) OF LAND.

Property of Cook County Clerk's Office

30411358

UNOFFICIAL COPY

EXHIBIT "C"

Plat of Dedication for Public Utility, Sidewalk and Drainage Easement

Property of Cook County Clerk's Office

30411358

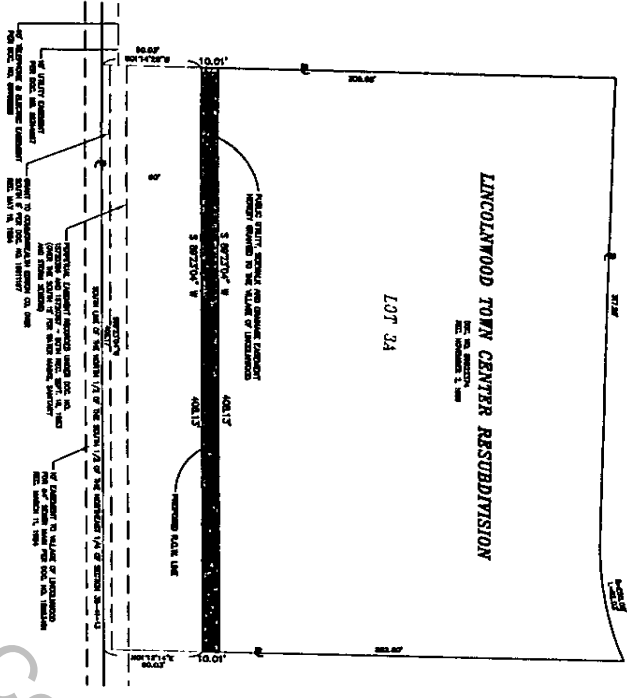
EXHIBIT C

85C1140C

PLAT OF DEDICATION FOR PUBLIC UTILITY, SIDEWALK AND DRAINAGE EASEMENT

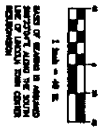
THE NORTH 10 FEET OF THE SOUTH 2400 FEET (APPROXIMATE MEASURE) OF LOT 2A...

P.L.N. 10-35-204-005



Owner: Linda Shire Medical Park, At Peoria, Trust No. 0790 Dated October 23, 1991

Public Utility, Sewer and Stormwater Easement... A NON-EXCLUSIVE, PERMANENT AND SEPARABLE EASEMENT...



Property of Cook County Clerk's Office



STATE OF ILLINOIS... DONALD W. BING... LICENSE NO. 035-003098



GEORGE HAMILTON ASSOCIATES, INC.

PLAT OF EASEMENT PARCEL 0078 LINCOLNWOOD, ILLINOIS

Table with columns for 'NO.', 'SECTION', 'TOWNSHIP', 'RANGE', 'COUNTY', 'STATE', 'DATE', 'SHEET NO.' and other survey details.