



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

Joan S. Cherry, Esq.
Johnson and Colmar
300 S. Wacker 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 LaSalle Bank, National Association, as successor Trustee to Lake Shore National Bank, as Trustee ("Trustee"), under Trust Agreement dated February 1, 1990 and known as Trust No. 6567 (the "Land Trust"), (individually, a "Party", and collectively, the "Parties").

RECITALS

A. Grossprops Associates, L.L.C., ("Grossprops"), is the sole beneficiary of the Land Trust, which Land Trust is the current record owner of that parcel of land located in Cook County, Lincolnwood, Illinois bearing Permanent Index Number 10-35-204-008 (the "008 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 0009 (the "Property").

7.87 8032307 JF D1

17 [Signature]

10-35-204-008

BOX 333-CT

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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 Grossprops, or its designee, pursuant to the Village’s authority as a home rule unit, for the purpose of purchasing the Property from Grossprops, or its designee.

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

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

E. The Village and the Trustee 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.

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ARTICLE 2. GRANT AND USE OF EASEMENT. The Trustee herein grants, gives and conveys dedicates 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 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.

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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 will also move or replace the chain link fence currently existing on the 008 Parcel to a location at the new property line, and will install and maintain parkway street trees every 44 feet, at its expense, within the Easement Area. The Trustee will maintain and replace the fence at its expense after the Village has moved or replaced the fence within the Easement Area as set forth in herein.

ARTICLE 4. TIME OF CONSTRUCTION/IMPROVEMENTS. The Parties shall in good faith make their best efforts to accomplish all construction, installation, inspection, maintenance repairs or replacements of the Utilities, and installation and maintenance of the improvements identified in Article 3 above, in a timely and workmanlike manner, so as not to unreasonably disrupt Grossprops' use of the 008 Parcel. If the Village or the Trustee fails to comply with their respective obligations hereunder to properly and adequately maintain the Easement Area as hereinabove provided, the Village and the Trustee, as the case may be, following reasonable notice to the other party, may undertake such landscaping and maintenance on its own behalf at the expense of the nonperforming party. If the surface and/or subsurface of the Easement Area (including any physical improvements located thereon and/or therein) are

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disturbed by any party entitled to do so pursuant to the provisions hereof and of the Plat of Dedication for Public Utility, Sidewalk and Drainage Easement, as identified above, such party 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 the Trustee against any claims, causes of action, suits, damages, costs, demands, losses, expenses or liability which the Trustee 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.

The Trustee 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 the Trustee, Grossproprs or any of their respective agents while using the Easement Area; and the Trustee shall repair any damage caused thereby.

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 the Trustee to demonstrate its self-insured and its financial ability to self-insure insurance coverage and limit requirements required hereunder as follows:

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- (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 Grossprops and the Trustee as additional insureds; 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 Grossprops and the Trustee as additional insureds and to provide them with a Certificate of Insurance evidencing such coverage.

ARTICLE 7. RESERVED RIGHT. The Trustee and Grossprops 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 the Trustee and Grossprops, after the Effective Date, shall not permanently or temporarily improve or obstruct, or cause or permit any improvements or constructions 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.

ARTICLE 8. ADDITIONAL EASEMENTS. The Trustee 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

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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 008 Parcel, and shall be binding upon and inure to the benefit of the Trustee, the Village and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives including, without limitation, all subsequent owners of the 008 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.

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.

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

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 hereof 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; and to

with required copies to:

Joan S. Cherry, Esq.
Johnson and Colmar

Execution Copy Easement Agreement 008

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300 S. Wacker Drive, Suite 1000
Chicago, Illinois 60606
Telecopier: (312) 922-9283

If to Grossprops:

Caroline Grossinger
Grossprops Associates, L.L.C.
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) 216-7516

If to the Trustee:

LaSalle Bank National Association formerly
known as LaSalle National Bank
Land Trust Department
1355. ~~9347~~ LaSalle Street, Suite 2500
Chicago, Illinois 60603
Telecopier: _____

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.

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

ATTEST:

Camille Kukanian
VILLAGE CLERK

THE VILLAGE OF LINCOLNWOOD

By: *Pete My*
VILLAGE PRESIDENT

THE VILLAGE OF LINCOLNWOOD

By: *Robert Rocwind*
VILLAGE ADMINISTRATOR

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ATTEST:

LASALLE BANK, NATIONAL ASSOCIATION,
AS SUCCESSOR TRUSTEE TO LAKE SHORE
NATIONAL BANK, U/T/A DATED
FEBRUARY 1, 1990 AND KNOWN AS TRUST
NO. 6567 and not personally

Attestation not required by
LaSalle Bank National Association
Bylaws

SECRETARY

By: *[Signature]*
Its: TRUST OFFICER

This instrument is executed by LaSalle Bank National Association, not personally, but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle Bank National Association are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSalle Bank National Association by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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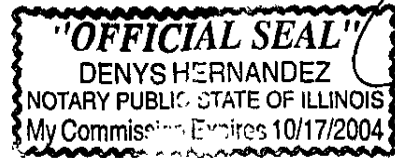
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named THOMAS POPOVICS of LaSalle Bank, National Association, as Trustee, personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and severally acknowledged that as such Trust Officer, he/she signed and delivered said Agreement as his/her own free and voluntary act and as the free and voluntary act of the Company; and the said caused the corporate seal of said Company to be affixed thereto, as his/her free and voluntary act and as the free and voluntary act of said Company, for the purposes therein set forth.

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

Denys Hernandez
Notary Public



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EXHIBIT "A"

Legal Description for 008 Parcel

LOT 4 IN THE LINCOLNWOOD TOWN CENTER RESUBDIVISION, BEING LINCOLNWOOD TOWN CENTER SUBDIVISION (EXCEPTING THEREFROM LOT 9), A PART OF THE NORTH 2 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.

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EXHIBIT "B"

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

THAT PART OF LOT 4 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, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4 AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 88 DEGREES 46 MINUTES 24 SECONDS EAST ALONG THE SOUTH LINE OF LOT 4 AFORESAID A DISTANCE OF 10.00 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 57 MINUTES 47 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID LOT 4 A DISTANCE OF 142.77 FEET; THENCE NORTHERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, RADIUS 305.00 FEET, CENTRAL ANGLE 14 DEGREES 42 MINUTES 44 SECONDS AN ARC DISTANCE OF 78.32 FEET TO THE WEST LINE OF LOT 4 AFORESAID; THENCE NORTH 00 DEGREES 57 MINUTES 47 SECONDS EAST ALONG SAID WEST LINE 6.20 FEET TO THE NORTHWEST CORNER OF LOT 4; THENCE NORTH 54 DEGREES 57 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF LOT 4 A DISTANCE OF 8.90 FEET TO A POINT ON 315.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 74 DEGREES 34 MINUTES 19 SECONDS WEST FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE 90.11 FEET, CENTRAL ANGLE 16 DEGREES 23 MINUTES 28 SECONDS TO A LINE 20.00 WEST OF AND PARALLEL WITH THE WEST LINE OF LOT 4 AS MEASURED PERPENDICULAR THERETO; THENCE SOUTH 00 DEGREE 57 MINUTES 47 SECONDS WEST ALONG SAID PARALLEL LINE 142.82 FEET TO THE SOUTH LINE OF LOT 4; THENCE NORTH 88 DEGREES 46 MINUTES 24 SECONDS WEST ALONG SAID SOUTH LINE 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.053 ACRES (2293 SQUARE FEET) OF LAND.

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EXHIBIT "C"

Plat of Dedication for Public Utility, Sidewalk and Drainage Easement

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