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This instrument prepared by
and after recording return to:

Julie A. Tappendorf
Holland & Knight LLP
131 S. Dearborn Street
30th Floor
Chicago, Illinois 60603



Doc#: 0516127088
Eugene "Gene" Moore Fee: \$86.00
Cook County Recorder of Deeds
Date: 06/10/2005 12:42 PM Pg: 1 of 12

Reserved for Recorder's Office Only

EASEMENT AGREEMENT

THIS AGREEMENT, dated as of this 25th day of MAY, 2005, by and between the VILLAGE OF GLENCOE, a municipal corporation created and existing under the laws of the State of Illinois, 675 Village Court, Glencoe, Illinois, 60022 ("**Village**") and RICHARD KLASKIN, 1038 Oak Ridge Drive, Glencoe, Illinois 60022 ("**Owner**");

WITNESSETH:

WHEREAS, Owner is the legal owner of record of certain real property located at 1038 Oak Ridge Drive, in the Village of Glencoe, County of Cook, and State of Illinois, which real property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("**Property**"); and

WHEREAS, the Village desires to locate a storm sewer and related facilities in, upon, over, under, through, along, and across a portion of the Property in an existing easement that was previously granted to the Village and is legally described in Exhibit B attached hereto and by this reference incorporated herein and made a part hereof ("**Existing Easement**"); and

WHEREAS, in connection with the installation of the storm sewer and related facilities in the Existing Easement, the Village needs a temporary easement on the Property for the period of actual installation of such facilities and any restoration activities on the Existing Easement,

Box 266

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the location of which is depicted on the plat of easement attached as **Exhibit C** and by this reference incorporated herein and made a part hereof ("**Temporary Easement Premises**");

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth herein and other good and valuable consideration paid by the Village to Owner, the receipt and sufficiency of which are hereby acknowledged, the parties thereto mutually agree as follows:

SECTION ONE: Grant of Temporary Construction Easement. Owner hereby grants, conveys, and warrants to the Village a temporary construction easement on the Temporary Easement Premises depicted on **Exhibit C** to permit the Installation of the Facilities in the Existing Easement on the Property. The Temporary Easement Premises shall be used by the Village only during periods of actual Installation activities and for any necessary restoration of the Existing Easement, and the temporary construction easement shall terminate upon the earlier of (a) completion of the restoration activities described in Section Three of this Easement or (b) 180 days after the effective date of this Easement Agreement, unless the Owner consents to an extension of this time period, which consent shall not be unreasonably withheld..

SECTION TWO: Installation. The Village agrees that the Installation of the Facilities shall be done and completed in a good and workmanlike manner, all at the sole expense of the Village.

SECTION THREE: Restoration. Upon completion of any Installation activity by the Village, its authorized agents, servants, employees, or contractors, the Village agrees to (a) replace and grade all topsoil removed by the Village; (b) restore all fences, roads, plantings, landscaping, and improvements as nearly as practicable to the condition immediately preceding the Installation if damaged or removed by the Village as a direct result of the Installation; (c) replace any and all sod removed by the Village with sod of like quality; and (d) replace any and all natural grass removed by the Village by seeding with a good quality seed.

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SECTION FOUR: Hold Harmless. The Village agrees to save and hold Owner harmless from all claims, causes of action, suits, damages, or demands, including without limitation mechanics liens, that arise directly from the negligence of the Village or its authorized agents, servants, employees, or contractors in the Installation of the Facilities on the Existing Easement and use of the Temporary Easement Premises. In the event that a mechanics lien is asserted with respect to the Installation of the Facilities on the Property, the Village shall promptly cause the satisfaction and release thereof.

SECTION FIVE: Reservation of Rights. Owner hereby reserves the right to use the Temporary Easement Premises and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Village of the rights granted hereunder; provided, however, that Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Temporary Easement Premises, nor permit the Temporary Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Village. Owner shall have the right to grant other non-exclusive easements over, along, upon, or across the Temporary Easement Premises; provided, however, that any other easements shall be subject to this Agreement and the rights granted hereby; and provided further, however, that the Village shall have first consented in writing to the terms, nature, and location of any other easements.

SECTION SIX: Further Assurances. Owner hereby represents and warrants that it shall take all necessary action so that the easements contemplated by this Agreement shall be released from all liens, including but not limited to, the lien of all mortgages, mechanics' lien claims, security agreements, assignments of rents and leases, and shall execute all documents as may be reasonably necessary to perfect the Village's right, title, and interest herein.

SECTION SEVEN: Covenants Running with the Land. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and

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covenants contained in this Agreement shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Temporary Easement Premises, and shall be binding upon and inure to the benefit of Owner and the Village and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Temporary Easement Premises, or any portion thereof, and all persons claiming under them, until termination of the temporary construction easement as provided in Section One of this Easement. 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 George Herbert Walker Bush, former President of the United States.

SECTION EIGHT: Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person and receipted for on a business day at the address set forth below; (b) on the fifth business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below; (c) when delivered to the address listed below by any courier service; (d) on the date of transmission, if transmitted by telecopier at the telecopier number listed below and deposited in the U.S. mail on the same day for delivery to the address listed below:

To Owner:

Richard Klaskin
1038 Oak Ridge Drive
Glencoe, Illinois 60022

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with a copy to:

Daniel A. Wolf
Schwartz Wolf & Bernstein LLP
314 N. McHenry Road
Buffalo Grove, IL 60089
(847) 459-4999
(847) 459-1999 fax
dwolf@swbattorneys.com

To the Village:

Village of Glencoe
675 Village Court
Glencoe, Illinois 60022
Attention: Village Manager
Fax: 347-835-4234

with a copy to:

Holland & Knight LLP
131 S. Dearborn Street
30th Floor
Chicago, Illinois 60603
Attention: Victor P. Filippini, Jr.
Fax: 312-578-6666

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

SECTION NINE: Assignment of Rights. Owner agrees that the Village may delegate its duties under this Agreement, in whole or in part, without the consent of Owner. In addition, the Village may assign its rights under this Agreement, in whole or in part, but only with the consent of Owner.

SECTION TEN: Amendment. This Agreement may be modified, amended, or annulled only by the written agreement of Owner and the Village.

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SECTION ELEVEN: Survival. All representations and warranties contained herein shall survive the execution of this Agreement and the recordation thereof and shall not be merged.

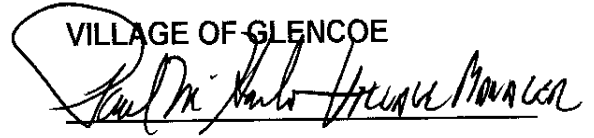
IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute same.

ATTEST:

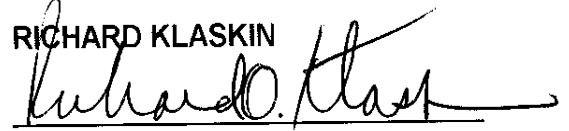


ATTEST:

VILLAGE OF GLENCOE



RICHARD KLASKIN



Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Melinda S. Formusa, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Paul M. Harlow, personally known to me to be the Village Manager of the Village of Glencoe, and _____, personally known to me to be the _____ of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the _____ and _____ of the Village of Glencoe, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Village of Glencoe for the uses and purposes therein set forth.

Given under my hand and official seal this 1ST day of June, 2005

Melinda S. Formusa
Notary Public

My commission expires: 10-12-06



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Christine A. Payton, a Notary Public in and for said County, in the State aforesaid, do hereby certify that RICHARD KLASKIN, personally known to me to be the same person(s) whose name is/are subscribed to the foregoing instrument, appeared before me this day and acknowledged that he/she/they signed and delivered said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 25th day of May, 2005

Christine A. Payton
Notary Public

My commission expires: 08-16-2005

(SEAL)



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EXHIBIT A

1038 OAK RIDGE DRIVE

Lot 150 in Baird and Warner's Skokie Ridge Subdivision in the East ½ of the Southeast ¼ of Section 1, Township 42 North, Range 12, east of the Third Principal Meridian, in Cook County Illinois.

Commonly known as 1038 Oak Ridge Drive, Glencoe, Illinois.

PIN # 04-01-413-017-0000

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EXHIBIT B

LEGAL DESCRIPTION OF THE EXISTING EASEMENT

The portion hereby described as an easement for public storm sewer is as follows: Beginning at a point 30 feet west of the easterly line of lot 2 along the northwesterly line of lots 1 and 2, proceeding 17 degrees southeasterly of said northwesterly line of lots 1 and 2 a distance of 18 feet, thence proceeding southeasterly 45 degrees to said northwesterly line of lots 1 and 2 a distance of 70 feet, thence proceeding southwesterly 135 degrees from said northwesterly line of lots 1 and 2 a distance of 15 feet, thence proceeding 45 degrees northwesterly to said northwesterly line of lots 1 and 2 a distance of 70 feet, thence proceeding northwesterly 17 degrees to said northwesterly line of lots 1 and 2 a distance of 54 feet, intersecting with the northwesterly line of lots 1 and 2 a distance of 104 feet from the easterly line of lot 2, thence easterly along the northwesterly line of lots 1 and 2 a distance of 74 feet to the point of beginning all in parcels 5 and 6 in Block 2 in Glencoe Subdivision in parts of Sections 7 and 8, Township 42 North, Range 13, East of the Third Principal Meridian all in Cook County, Illinois.

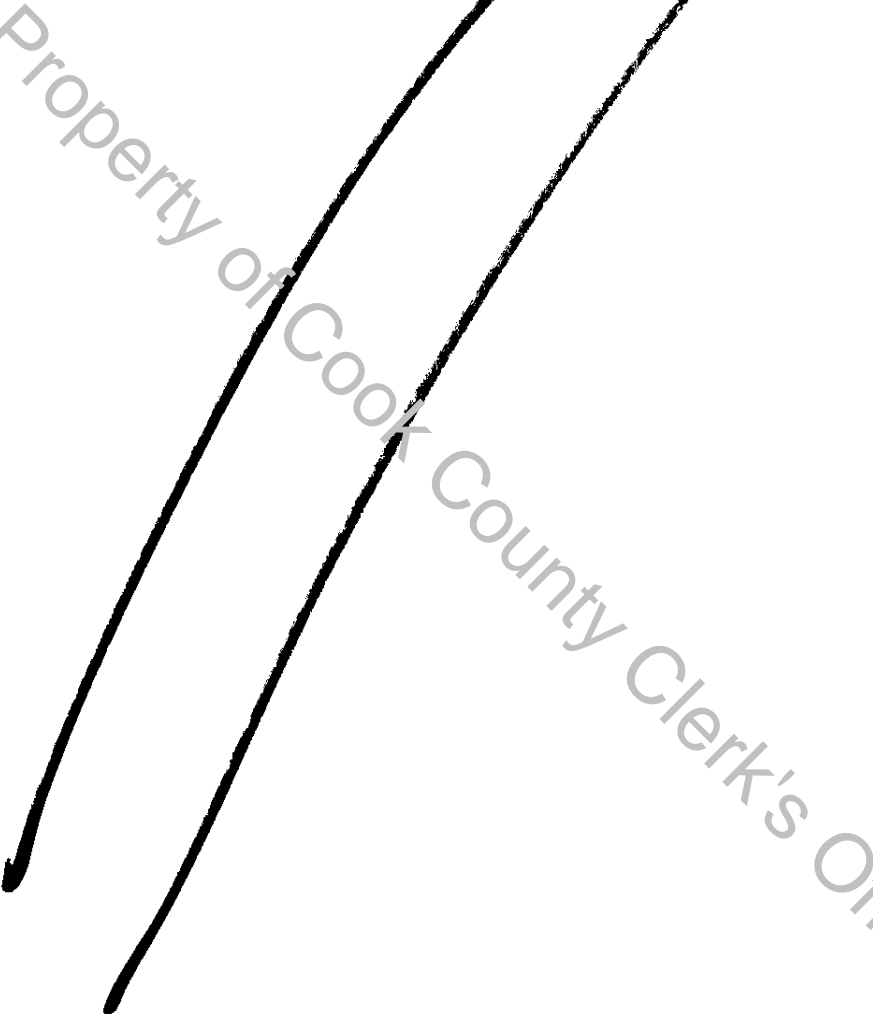
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EXHIBIT C

DEPICTION OF THE TEMPORARY EASEMENT PREMISES

2851611, v3

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EXHIBIT

ATTACHED TO

DOCUMENT

SEE PLAT INDEX