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THIS DOCUMENT WAS  
PREPARED BY and AFTER  
RECORDING MAIL TO:

**SCHIFF HARDIN LLP**  
6600 Sears Tower  
233 S. Wacker Drive  
Chicago, Illinois 60606  
Attn: Felice B. Rose, Esq.



Doc#: 0731122071 Fee: \$38.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/07/2007 12:38 PM Pg: 1 of 8

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## WATER MAIN EASEMENT

**THIS AGREEMENT** is made as of the 5<sup>th</sup> day of November, 2007, by and between 1410 Waukegan LLC an Illinois limited liability company ("1410") and Oak Meadow LLC an Illinois limited liability company ("Owner").

### RECITALS:

**WHEREAS**, Owner is the owner of the property commonly known as Carillon Square, Glenview, Illinois legally described on Exhibit "A" attached hereto and made a part hereof (the "Subject Property") and

**WHEREAS**, 1410 is the Owner of the property depicted on Exhibit "B" (the "Benefited Property") and

**WHEREAS**, the Village of Glenview has requested and parties hereto agree that it is in the best interest of the community for the Owner to grant and for 1410 to accept an easement across, under, in and to the Easement Premises (as defined herein) for purposes of installing, constructing, reconstructing, maintaining, repairing and utilizing a water main.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant and Use of Easement. The Owner hereby grants to 1410, perpetual and non-exclusive easements across, under, in and to the "East Easement" and "West Easement" parcels comprising a portion of the Subject Property legally described in Exhibit "C" attached hereto and made a part hereof (collectively, the "Easement Premises"), to construct, operate, use, maintain, own, test, inspect, repair, remove, replace or reconstruct and perpetually utilize (collectively the "Installation") two (2) underground water main connections, each approximately eight inches in diameter, and any appurtenances thereto as may be reasonably necessary or convenient for the operation and utilization of such water main (all of which appurtenances thereto shall be underground, except any fire hydrants or water meters) (collectively the

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"Facilities"), to serve and benefit the Benefited Property. 1410 shall be solely responsible for establishing a separate meter and paying its own charges for water from the utility provider(s).

2. Grant and Use of Temporary Construction Easement. The Owner grants to 1410 a temporary construction easement for the Installation of the water main across, under, in and to that thirty foot portion of the Subject Property immediately adjacent to the permanent easement (the "Temporary Easement Premises"). The Temporary Easement Premises shall be used by 1410 only during periods of actual Installation activity and for any necessary restoration of the Easement Premises and the Subject Property.

3. Hold Harmless. 1410 agrees to save, protect and indemnify the Owner, its lessees, licensees, successors and assigns (the "Indemnitees") and hold each of them and their respective officers, directors, agents, employees and affiliated corporations harmless from any and all claims, actions, losses, costs, expenses or damages, whenever asserted, that may be asserted against or incurred by any or all of the Indemnitees as a consequence of the Installation of the Facilities on the Easement Premises or the use of the Temporary Easement Premises.

4. Owner's Reserved Rights. The Owner expressly reserves the right to use the Easement Premises and the Temporary Easement Premises in any manner that will not prevent or adversely interfere with the exercise by 1410 of the rights granted herein; provided, however, that the Owner shall not permanently improve or obstruct the Easement Premises or the Temporary Easement Premises or cause any improvements or obstructions to be constructed on the Easement Premises or the Temporary Easement Premises that would adversely impair the exercise by 1410 of the rights granted herein without the express prior written consent of 1410, which consent shall not be unreasonably withheld, delayed or conditioned.

5. 1410 Restoration. 1410 agrees to restore such areas of the Easement Premises, Temporary Easement Premises and the Subject Property that are disturbed or damaged as a direct or indirect result of the Installation of the Facilities to substantially the same condition as existed immediately prior to the Installation, including, without limitation, replacing and grading any and all topsoil removed by 1410, restore any and all fences, pavement decorative stone and other improvements that are damaged or removed as a result of the Installation and replace any and all natural grass removed with grass seed of like quality.

6. Running of Benefits and Burdens. All provisions contained in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties to this Agreement and all persons or entities claiming by, through, or under any of them.

7. Enforcement of Easement. Any party may enforce the provisions of this Agreement applicable to it by appropriate action and, if it prevails, shall be entitled to recover all costs and expenses incurred, including reasonable attorney's fees, in enforcing such provisions. It is expressly acknowledged and understood by each of the parties to this Agreement that remedies at law are or may be inadequate for purposes of enforcement of the provisions of this Agreement and that appropriate action shall include, without in any way limiting other available remedies, the right to equitable relief.

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8. Notices. All notices and other communications required, desired or advisable in connection with this Agreement shall be in writing, and shall be deemed given or delivered to the addressee (a) upon the earlier of the date (i) when personally delivered, (ii) when deposited with a reputable overnight courier service, delivery charges prepaid, or (iii) one day after the date when deposited in any main or branch United States Post Office located in the same state as is shown in the address to which directed (or on the third day after deposit if in a main or branch United States Post Office in any other state), certified or registered mail, postage prepaid; and (b) if addressed to the parties, respectively, as follows:

For notices to the Owner:

Oak Meadow LLC  
1570 North Waukegan Road  
Lake Forest, Illinois 60045  
Attn: James Bouma

For notices to 1410:

1410 Waukegan LLC  
c/o Baker Development Corporation  
2222 N. Elston, 2nd Floor  
Chicago, Illinois 60614  
Attn: Warren H. Baker

By notice complying with the requirements of this paragraph, either party shall have the right to change the address for all future notices or other communications and payments to such party; provided, however, that the designation of a change of an addressee or address, or both, by notice given hereunder shall not be effective until actually received by the other party. Persons to whom copies of notices are to be sent, as noted above, are to be sent copies for informational purposes only, and the failure to receive or to send any such copies shall not affect the validity of notice otherwise given to a party in compliance with the provisions of this paragraph.

9. Governing Law; Complete Agreement. This Agreement is entered into and shall be construed and governed in all respects under the laws of the State of Illinois. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof.

10. Amendment. This Agreement may be modified, amended or annulled only by written agreement of the Owner and 1410 or their respective successors in interest and assigns.

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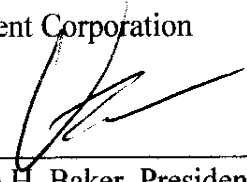
**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be duly executed and delivered in its name and on its behalf, as of the day and year first above written.

OWNER: Oak Meadow LLC, an Illinois Limited Liability Company

1410 Waukegan LLC, an Illinois Limited Liability Company

By: Baker Development Corporation  
Its: Manager

By:   
James Bouma  
Its: \_\_\_\_\_

By:   
Warren H. Baker, President

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## EXHIBIT "A"

### CARILLON SQUARE PROPERTY

LOT 1 IN CARILLON SQUARE SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOTS 6 AND 7 IN WILLIAM REED'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID PLAT OF CARILLON SQUARE SUBDIVISION, RECORDED APRIL 16, 1979, AS DOCUMENT NO. 3086135, IN COOK COUNTY, ILLINOIS

PINS: 04-26-400-071 and 04-26-400-072

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## EXHIBIT "B"

### PARCEL 1:

LOT 1 IN MARYHAVEN UNIT NO. 2, BEING A SUBDIVISION OF THAT PART OF THE EAST 220 FEET OF LOT 7 LYING SOUTH OF A LINE 308.12 FEET, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 26, ALL IN WILLIAM REED'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTIONS 26 AND 27 IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF, RECORDED JULY 17, 1963, AS DOCUMENT NO. 18856223, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOT 1 IN MICHAEL'S SUBDIVISION IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 1988 AS DOCUMENT 88429165 IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

THE WEST 75 FEET OF THE EAST 295 FEET OF LOTS 7 AND 8 (EXCEPT THEREFROM THE SOUTH 50 FEET OF SAID LOT 8) LYING SOUTH OF THE LINE 308.12 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 26, IN WILLIAM REED'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AUGUST 16, 1886 AS DOCUMENT NO. 744546, ALL IN COOK COUNTY, ILLINOIS.

### PINS:

04-26-400-042

04-26-400-077

04-26-400-032

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## EXHIBIT "C"

### EASEMENT PREMISES

#### EAST EASEMENT

THAT PART OF LOT 1 IN CARILLON SQUARE SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOTS 6 AND 7 IN WILLIAM REED'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID PLAT OF CARILLON SQUARE SUBDIVISION, RECORDED APRIL 16, 1979, AS DOCUMENT NO. 3086135, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, (BEING ALSO THE NORTHEAST CORNER OF LOT 1 IN MARYHAVEN UNIT NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 17, 1963, AS DOCUMENT NO. 18856223) THENCE NORTH 89 DEGREES 36 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 2.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 36 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 00 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### WEST EASEMENT

THAT PART OF LOT 1 IN CARILLON SQUARE SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOTS 6 AND 7 IN WILLIAM REED'S SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO SAID PLAT OF CARILLON SQUARE SUBDIVISION, RECORDED APRIL 16, 1979, AS DOCUMENT NO. 3086135, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, (BEING ALSO THE NORTHEAST CORNER OF LOT 1 IN MARYHAVEN UNIT NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 17, 1963, AS DOCUMENT NO. 18856223) THENCE NORTH 89 DEGREES 36 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 149.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 36 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 00 SECONDS EAST, 10.00 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 00 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.