

UNOFFICIAL COPY



Doc#: 1313545048 Fee: \$46.00
Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/15/2013 12:14 PM Pg: 1 of 5

PREPARED BY:
VILLAGE OF NORTHBROOK
1225 CEDAR LANE
NORTHBROOK, IL 60062

AFTER RECORDING
RETURN TO:
RECORDER'S BOX 337

NON-EXCLUSIVE STORM SEWER AND DRAINAGE EASEMENT AGREEMENT

THIS AGREEMENT is dated as of this 2 day of April 2013, by and between the Village of Northbrook, an Illinois home rule municipal corporation (the "Village"), and Adam R. Cohen and Lisa A. Cohen (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 **4079 Pamella Lane**, Northbrook, County of Cook, State of Illinois, which real estate is legally described in Exhibit A (the "Subject Properties").

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 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, operate, use, maintain, own, test, inspect, repair, remove, and replace or abandon in place (collectively the "Installation and Maintenance") a 12-inch storm sewer and all appurtenances thereto (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.

3. **HOLD HARMLESS.** The Village agrees to hold the Owner harmless from all claims, causes of action, suits, damages, or demands that arise directly from the Installation and Maintenance of the Facilities on the Easement Premises.

4. **RESERVED RIGHT.** The Owner retains 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 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 construction, repair and/or other maintenance activity required to maintain the Facilities, the Village agrees to (a) replace and grade any

UNOFFICIAL COPY

and all topsoil removed by the Village; (b) restore to condition immediately preceding such activities any and all fences, that are damaged or removed as a direct result of the those activities; (c) replace any and all natural grass removed with seed of like quality. Any other existing or future improvements that are unavoidably disturbed during such construction, repair and/or other maintenance activity will be the responsibility of the Owner. The Village shall undertake all reasonable measures to ensure the proper removal, storage and/or protection and re-installation of any fences, sheds, trees, small shrubs and other landscaping features that are in or immediately adjacent to the Easement Premises.

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 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 George Herbert Walker Bush, former President of the United States.

8. **ASSIGNMENT OF RIGHTS.** The Owner agrees that the Village may assign its rights or delegate its duties under this Agreement to any assignee: (a) who is reasonably competent to exercise the rights granted herein and 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.

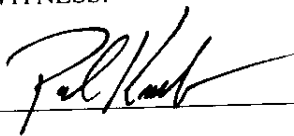
9. **NULL AND VOID.** This Agreement becomes null and void in the event that the Facilities are not completed by December 31, 2013.

10. **AMENDMENT.** This Agreement may be modified, amended or annulled only by the written agreement of the Owner and the Village.

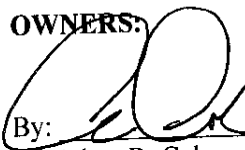
11. **EXHIBITS.** Exhibits A and B attached to this Agreement are incorporated herein and made a part hereof by this reference.

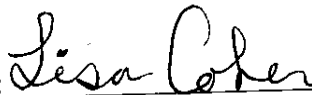
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

WITNESS:

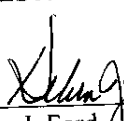


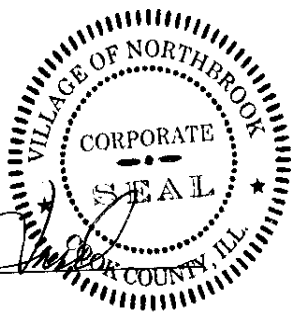
OWNERS:

By: 
Adam R. Cohen

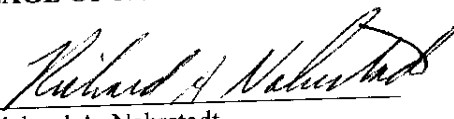
By: 
Lisa A. Cohen

ATTEST:


Debra J. Ford
Village Clerk



VILLAGE OF NORTHBROOK:

By: 
Richard A. Nahrstadt
Village Manager

UNOFFICIAL COPY

ACKNOWLEDGMENTS

STATE OF ILLINOIS)

)
COUNTY OF COOK)

This instrument was acknowledged before me on May 2, 2013, by Richard A. Nahrstadt, the Village Manager of the **VILLAGE OF NORTHBROOK**, an Illinois municipal corporation, and by Debra J. Ford, the Village Clerk of said municipal corporation.

Janet Palmer
Signature of Notary



SEAL

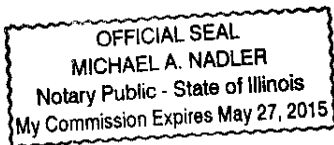
My Commission expires:

STATE OF ILLINOIS)

)
COUNTY OF COOK)

This instrument was acknowledged before me on April 2, 2013, by Adam R. Cohen and Lisa A. Cohen, known to me to be the persons whose names are subscribed to the foregoing instrument and who did acknowledge that they executed the above instrument, duly authorized, voluntarily and as their free act and deed.

Michael A. Nadler
Signature of Notary



SEAL

My Commission expires:

UNOFFICIAL COPY

EXHIBIT A

Legal Description of the Subject Property

LOT 22 IN SMITH & DAWSON'S SUNNY ACRES, A SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 4079 PAMELLA LANE, NORTHBROOK, ILLINOIS.

Commonly Known as: 4079 Pamela Lane

Permanent Real Estate Index No. 04-06-106-005

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

Legal Description of Easement

THE WEST TEN FEET OF LOT 22 IN SMITH & DAWSON'S SUNNY ACRES, A SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 4079 PAMELLA LANE, NORTHBROOK, ILLINOIS.

Commonly Known as: 4079 Pamela Lane

Permanent Real Estate Index No.: 04-06-106-005

Property of Cook County Clerk's Office