

# UNOFFICIAL COPY

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



Doc#: 1419119059 Fee: \$62.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/10/2014 11:25 AM Pg: 1 of 13

AFTER RECORDING  
RETURN TO:  
RECORDER'S BOX 337

## NON-EXCLUSIVE STORM SEWER AND DRAINAGE EASEMENT AGREEMENT (1657 SHERMER ROAD)

THIS AGREEMENT is dated as of this 2nd day of July 2014, by and between the VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation (the "*Village*"), and W.W. GRAINGER, INC. (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 1657 Shermer Road, Northbrook, County of Cook, State of Illinois, which real estate is legally described in *Exhibit A* attached hereto, and by this reference, made a part hereof (the "*Subject Property*").

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.

C. As consideration for the easement rights granted herein, the Village agrees to certain conditions regarding the future development of the Subject Property.

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 and depicted on *Exhibit B*, attached hereto, and by this reference, made a part hereof (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 72-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. The Village shall make all commercially reasonable efforts to avoid interference with Owner's access and use of the Subject Property during the Installation and Maintenance of the Facilities. In the event that the Installation and Maintenance materially interferes with the Owner's access to and use of the Subject Property, and such interference is not cured within a reasonable period of time after notice from Owner or its successors in interest, Owner, and its successors in interest to property, shall have the right to take all commercially reasonable steps to mitigate such interference.

3. **FUTURE DEVELOPMENT OF SUBJECT PROPERTY.** In consideration for the easement rights granted herein, the Village agrees and acknowledges as follows:

A. The Owner has proposed constructing a parking lot on the east side of the Subject Property, as generally depicted in *Exhibit C* attached hereto, and by this reference, made a part



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hereof ("**Proposed Lot**"). In the event that the Owner proceeds with the construction of the Proposed Lot in substantially the manner depicted in Exhibit C, the Village agrees that if its ordinances or regulations require the installation of visual screening, in the form of either fencing or vegetative landscaping, of the Subject Property from either adjacent parcels or the public right of way, that:

- (i) the Village will cooperate with the Owner to issue all necessary permits for the installation of the required screening and waive any permit fees that may apply; and
- (ii) the Village will reimburse the Owner for all commercially reasonable costs actually incurred by the Owner in the installation of such screening upon submission of documentation of such costs to the Village.

B The Village acknowledges and agrees that the construction of the Proposed Lot would not violate any limit on the amount of impervious surface coverage permitted on the Subject Property as of the effective date of this Easement.

4. **HOLD HARMLESS/INSURANCE.** 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. In addition, during the term of this Easement, the Village agrees to maintain in place such insurance and to the limits as would be commercially reasonable for the performance of the work contemplated hereunder.

5. **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.

6. **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.

7. **VILLAGE RESTORATION.** Upon completion of any construction, repair and/or other activity involved in the Installation and Maintenance of the Facilities, the Village agrees to (a) replace and grade any and all topsoil removed by the Village; (b) restore the Easement Premises to the condition as existed immediately preceding such activities; (c) replace any and all natural grass removed with seed of like quality. Any existing or future improvements that are placed within the Easement Premises in violation of the terms of this Agreement and which 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.

8. **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,

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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 the current Governor of the State of Illinois.

9. **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. Notwithstanding any such assignment, Village shall not be released from its obligations under Section 4 of this Agreement.

10. **NULL AND VOID.** This Agreement shall, at the election of the Owner, become null and void in the event that the Facilities are not completed by December 31, 2016. The rescission of this Agreement shall be made in writing and delivered to the Village by certified mail.

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

12. **EXHIBITS.** Exhibits A, B, and C 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.

**OWNER:**

WITNESS:

D. Hansen

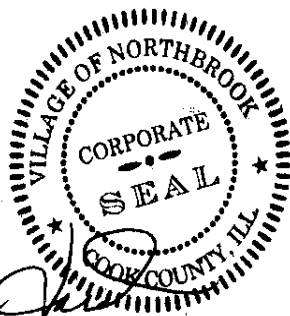
W.W. GRAINGER, INC., an Illinois corporation

By: Gail Edgar

Name: Gail Edgar  
Title: Village Global Real Estate + Facilities Services

**VILLAGE:**

ATTEST:



Debra J. Ford  
Debra J. Ford  
Village Clerk

**VILLAGE OF NORTHBROOK:**

By: Richard A. Nahrstadt  
Richard A. Nahrstadt  
Village Manager

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## ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

This instrument was acknowledged before me on July 7, 2014, 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.



J. Butch  
Signature of Notary

SEAL

My Commission expires:

8.27.15

STATE OF ILLINOIS )  
LAKE )  
COUNTY OF ~~COOK~~ )

This instrument was acknowledged before me on July 2nd, 2014, by GAIL EDGAR and \_\_\_\_\_ known to me to be the persons whose names ~~are~~ subscribed to the foregoing instrument and who did acknowledge that the corporation executed the above instrument, duly authorized, voluntarily and as <sup>her</sup> free act and deed as the VP, Global R/E Facility Services and \_\_\_\_\_ of W.W. Grainger, Inc., an Illinois corporation.



Dawn Rothermel  
Signature of Notary

SEAL

My Commission expires:

1-15-2015

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## EXHIBIT A

### Legal Description of the Subject Property

#### **PARCEL 1**

THAT PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WEST LINE OF SAID NORTH WEST QUARTER 150 FEET SOUTH OF THE NORTH LINE OF SAID QUARTER SECTION, THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 376 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID QUARTER SECTION, A DISTANCE OF 871.66 FEET TO THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY A DISTANCE OF 394.10 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID QUARTER SECTION TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, (EXCEPTING FROM SAID PARCEL THAT PART DEDICATED FOR SHERMER ROAD BY DOCUMENT NO. 2832561.) SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

#### **PARCEL 2**

THE NORTH 150 FEET (EXCEPT THE SOUTH 120 FEET OF THE EAST 152 FEET OF THE WEST 185 FEET THEREOF) OF THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 15, AND WEST LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, THENCE WEST ON SAID NORTH LINE 701.90 FEET TO THE NORTH WEST CORNER OF SAID SECTION 15; THENCE SOUTH ON THE WEST LINE OF SAID SECTION 1091.10 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION TO THE WEST LINE OF SAID RAILROAD RIGHT OF WAY; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID RAILROAD RIGHT OF WAY TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPTING FROM SAID PARCEL THAT PART DEDICATED FOR SHERMER ROAD BY DOCUMENT NO. 2832561). SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS. EXCEPT THE NORTH 30 FEET OF THE EAST 143.0 FEET OF THE WEST 176.0 FEET, OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN. SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 04-15-100-047(partial)

#### **PARCEL 3**

LOTS 11 TO 19 INCLUSIVE IN BLOCK 2 IN FIRST ADDITION TO NORTHBROOK MANOR, BEING A SUBDIVISION OF THE WEST HALF OF THE SOUTH EAST QUARTER OF THE SOUTH WEST QUARTER (EXCEPT THE EAST 30 FEET FOR STREET) AND THAT PART OF THE NORTH HALF OF THE SOUTH WEST QUARTER OF THE SOUTH WEST QUARTER LYING EAST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD AND THE SOUTH HALF OF THE SOUTH WEST QUARTER OF THE SOUTH WEST QUARTER (EXCEPT RAILROAD) IN SECTION 10, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

AND ALL THAT PART OF VACATED ILLINOIS ROAD LYING SOUTH OF THE SOUTH LINE OF SAID LOTS 11 TO 19 AND SOUTH OF THE SOUTH LINE OF LOT 11 EXTENDED WEST 8 FEET

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AND SOUTH OF THE SOUTH LINE OF LOT 19 EXTENDED EAST TO THE WESTERLY RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD IN COOK COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

EXCEPT THAT PART OF VACATED ILLINOIS STREET LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 11 EXTENDED WEST A DISTANCE OF 8 FEET TO THE CENTER LINE OF A NORTH AND SOUTH ALLEY LYING WEST OF AND ADJOINING SAID LOT 11, WEST OF THE WEST LINE OF LOT 11 EXTENDED SOUTH AND EAST OF THE CENTER LINE OF SAID ALLEY EXTENDED SOUTH SAID LOT 11 IS IN BLOCK 2 IN FIRST ADDITION TO NORTHBROOK MANOR BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE EAST 30 FEET FOR STREET) AND THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 LYING EAST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD AND THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 (EXCEPT RAILROAD) IN SECTION 10, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

PERMANENT TAX NUMBER(S): 04-10-315-038(partial)

Commonly Known as: 1657 Shermer Road, Northbrook, Illinois 60062

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## EXHIBIT B

### Legal Description and Depiction of Easement Premises

#### **PERMANENT EASEMENT ONE**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 15 (EXCEPT THE NORTH 150.00 FEET OF THE WEST 185.00 FEET THEREOF), TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH LINE OF THE NORTH 150 FEET OF THE WEST 185 FEET OF THE SAID NORTHWEST QUARTER BEING THE SOUTHEAST CORNER OF LOT 2 IN KOSTIA SUBDIVISION OF THE SOUTH 120.00 FEET OF THE NORTH 150.00 FEET OF THE EAST 152.00 FEET OF THE WEST 185.00 FEET OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; THENCE WESTSTERLY ALONG THE SOUTH LINE OF LOT 2 AFORESAID NORTH 89 DEGREES 44 MINUTES 14 SECONDS WEST FOR 30.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID LOT 2 NORTH 89 DEGREES 44 MINUTES 14 SECONDS WEST FOR 104.80 FEET TO A LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SAID NORTHWEST QUARTER BEING THE EAST LINE OF SHERMER ROAD; THENCE ALONG THE LAST SAID EAST LINE SHERMER ROAD SOUTH 00 DEGREES 29 MINUTES 01 SECONDS WEST FOR 10.00 FEET; THENCE ALONG A LINE 10.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 SOUTH 89 DEGREES 44 MINUTES 14 SECONDS EAST FOR 87.58 FEET; THENCE NORTH 60 DEGREES 13 MINUTES 09 SECONDS EAST 14.97 FEET TO POINT OF BEGINNING.

#### **PERMANENT EASEMENT TWO**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 15 (EXCEPT THE NORTH 150.00 FEET OF THE WEST 185.00 FEET THEREOF), TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH LINE OF THE NORTH 150 FEET OF THE WEST 185 FEET OF THE SAID NORTHWEST QUARTER BEING THE SOUTHEAST CORNER OF LOT 2 IN KOSTIA SUBDIVISION OF THE SOUTH 120.00 FEET OF THE NORTH 150.00 FEET OF THE EAST 152.00 FEET OF THE WEST 185.00 FEET OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; THENCE NORTHERLY ALONG THE EAST LINE OF LOT 2 AFORESAID NORTH 00 DEGREES 29 MINUTES 01 SECONDS EAST FOR 17.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH 60 DEGREES 13 MINUTES 09 SECONDS EAST 11.57 FEET TO A POINT ON A LINE 10.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF LOT 2 AFORESAID AND ITS EXTENSION; THENCE ALONG THE LAST SAID PARALLEL LINE NORTH 89 DEGREES 44 MINUTES 14 SECONDS EAST FOR 96.76 FEET TO A LINE 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SAID NORTHWEST QUARTER, ALSO SAID LINE BEING A LINE 10.00 FEET SOUTH OF A SOUTH LINE OF A 10.00 FEET PERPETUAL EASEMENT FOR WATERMAIN; THENCE ALONG THE LAST SAID PARALLEL LINE SOUTH 89 DEGREES 44 MINUTES 14 SECONDS EAST FOR 440.64 FEET; THENCE SOUTH 52 DEGREES 37 MINUTES 10 SECONDS EAST FOR 88.46 FEET TO A POINT ON A LINE 25.00 FEET SOUTHEAST OF AND PARALLEL WITH THE MOST SOUTHERLY LINE OF THE SAID PERPETUAL EASEMENT FOR WATERMAIN THAT IS PERPENDICULAR TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE ALONG THE LAST SAID LINE NORTH 72 DEGREES 49 MINUTES 32 SECONDS EAST FOR 23.55 FEET TO THE SOUTHWESTERLY LINE OF THE RAILROAD AT A POINT 25.00 FEET SOUTHEAST OF THE SOUTHEASTERLY CORNER OF THE SAID PERPETUAL EASEMENT FOR WATERMAIN; THENCE ALONG THE SAID SOUTHWESTERLY LINE OF THE RAILROAD NORTH 17 DEGREES 10 MINUTES 28 SECONDS EAST FOR 25.00 FEET TO THE LAST SAID EASEMENT CORNER; THENCE ALONG A LINE PERPENDICULAR TO THE RAILROAD SOUTH 72 DEGREES 49 MINUTES 32 SECONDS WEST FOR 40.00 FEET TO A LINE 40.00 FEET SOUTHWEST OF AND PARALLEL WITH THE SOUTHWEST RIGHT OF WAY LINE OF THE SAID

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RAILROAD AND A SOUTHWEST CORNER OF THE SAID EASEMENT; THENCE ALONG THE LAST SAID PARALLEL LINE NORTH 17 DEGREES 10 MINUTES 28 SECONDS EAST FOR 46.60 FEET TO A CORNER OF THE EASEMENT FOR WATERMAIN AFORESAID THAT IS ON A LINE 20.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SAID NORTHWEST QUARTER, ALSO BEING A SOUTH LINE OF THE SAID PERPETUAL EASEMENT FOR WATERMAIN; THENCE ALONG THE LAST SAID PARALLEL LINE NORTH 89 DEGREES 44 MINUTES 14 SECONDS EAST FOR 484.00 FEET TO THE EAST LINE OF THE WEST 185.00 FEET OF THE NORTHWEST QUARTER AFORESAID; THENCE ALONG THE LAST SAID EAST LINE SOUTH 00 DEGREES 29 MINUTES 01 SECONDS EAST FOR 112.55 FEET TO THE POINT OF BEGINNING.

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## EXHIBIT C

### Site Plan of Subject Property - Proposed Parking Lot

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# **OVERSIZE EXHIBIT**

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**FORWARD ORIGINAL  
DOCUMENT TO PLAT  
COUNTER IMMEDIATELY  
AFTER RECORDING FOR  
SCANNING**

9 pages  
2 Double  

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TOTAL \$2.00