



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

Doc#: 1514839095 Fee: \$52.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/28/2015 03:31 PM Pg: 1 of 8

AFTER RECORDING
RETURN TO:
RECORDER'S BOX 337

NON-EXCLUSIVE STORM SEWER EASEMENT AGREEMENT
(4065 COMMERCIAL AVENUE)

THIS AGREEMENT is dated as of this 22 day of MAY 2015, by and between the VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation (the "Village"), and ONE NORTH BROADWAY PARTNERSHIP, LLC, an Illinois limited liability company (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 4065 Commercial Avenue, 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 Village desires to improve stormwater drainage for the benefit of property owners abutting or in proximity to the Subject Property by, *inter alia*, constructing and installing a 36 inch storm water relief sewer from Sunset Lane and expanding a detention basin receiving storm water from said storm water extension, said improvement project hereinafter referred to as the "*Sunset Lane Stormwater Improvements*";

C. 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.

D. 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*") the Sunset Lane Stormwater Improvements 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. **EASEMENT CONDITIONS.** In consideration for the easement rights granted herein, the Village agrees and acknowledges that the Owner has proposed constructing a parking lot expansion on the Subject Property to provide approximately 30 additional parking spaces ("*Lot Expansion*"). The Village agrees and will ensure that the construction and installation of the Sunset Lane Stormwater

Bm

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Improvements will provide sufficient stormwater detention capacity to allow for the Lot Expansion proposed by Owner in the Commercial Avenue Basin.

4. **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.

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 sod 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, 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 Bruce Rauner, 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.

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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, 2019. 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 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.

OWNER:

WITNESS:



ONE NORTH BROADWAY PARTNERSHIP, LLC, an Illinois limited liability company

By: THE HURVIS GROUP, LLC, an Illinois limited liability company

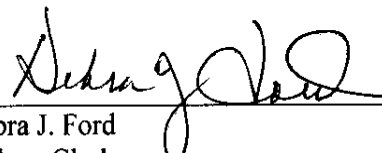
Its: Manager

By: 
Anthony M. Pappas

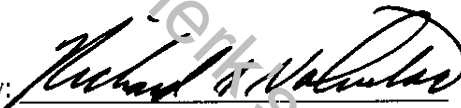
Its: Manager

VILLAGE:

ATTEST:


Debra J. Ford
Village Clerk

VILLAGE OF NORTHBROOK:

By: 
Richard A. Nahrstadt
Village Manager

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
)
COUNTY OF COOK)

This instrument was acknowledged before me on May 22, 2015, 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: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

This instrument was acknowledged before me on May 15, 2015, by Tommy M. Pappas 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 their free act and deed as the MANAGER, THE HURVITZ GROUP, which is and the Manager of ONE NORTH BROADWAY PARTNERSHIP, LLC, an Illinois corporation.



Constance C. Wonch
Signature of Notary

SEAL

My Commission expires: 09\14\18

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EXHIBIT A

Legal Description of the Subject Property

LOT 19 IN VORBROOK COMMERCIAL PARK BEING A SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 11, 1975 IN THE RECORDERS OFFICE AS DOCUMENT 23219091 AND ALSO RECORDED WITH THE REGISTRAR OF DEED SEPTEMBER 12, 1975 AS DOCUMENT NO. LR2829208, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 04-06-206-001

Commonly Known as: 4065 Commercial Avenue, Northbrook, Illinois 60062

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EXHIBIT B

Legal Description and Depiction of Easement Premises

THE SOUTH 20.00 FEET OF THE WEST 254.58 FEET OF LOT 19 IN VORBROOK COMMERCIAL PARK BEING A SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 11, 1975 IN THE RECORDERS OFFICE AS DOCUMENT 23219091 AND ALSO RECORDED WITH THE REGISTRAR OF DEED SEPTEMBER 12, 1975 AS DOCUMENT NO. LR2829208, IN COOK COUNTY, ILLINOIS.

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**OVERSIZE
EXHIBIT**

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