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This instrument prepared by:

Michael M. Lorge
Corporation Counsel
Village of Skokie
5127 Oakton
Skokie, Illinois 60077



Doc#: 1532413051 Fee: \$58.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/20/2015 01:26 PM Pg: 1 of 1

After Recording Return To:

Anne R. Garr
Freeborn & Peters LLP
311 South Wacker Drive
Suite 3000
Chicago, Illinois 60606

AGREEMENT FOR EASEMENT AND RIGHT OF FIRST REFUSAL

THIS AGREEMENT FOR EASEMENT AND RIGHT OF FIRST REFUSAL PURCHASE (this "Agreement") made and entered into this 19th day of November, 2015 (the "Effective Date"), by and between the Village of Skokie, a Municipal Corporation (hereinafter "Skokie"), and JPMorgan Chase Bank, National Association, a national banking association (hereinafter "Chase"). The parties hereby agree as follows:

1. Chase has entered into negotiations to purchase the fee simple title interest in that certain real estate described in Exhibit "A", attached hereto and incorporated by reference (hereinafter "Chase Property"). The fee simple title holder of the Chase Property shall be referred to herein as the "Grantee."
2. Skokie is the owner of the real estate described in Exhibit "B", attached hereto and incorporated by reference (hereinafter "Subject Property"), abutting the Chase Property. The fee simple title holder of the Subject Property shall be referred to herein as the "Grantor."
3. As set forth in this Agreement, Grantor hereby grants to Grantee a perpetual, exclusive permanent easement for the sole purpose of the installation, maintenance, repair, replacement, use and operation of a sidewalk on the public area abutting the north side of the Chase Property (hereinafter "Sidewalk Easement"), at locations and with dimensions as set forth on the site plan attached hereto and incorporated by reference as Exhibit "C" (hereinafter "Sidewalk Easement Area").
4. Notwithstanding the foregoing or anything otherwise herein to the contrary, the Sidewalk Easement shall commence as of the date Chase becomes the Grantee; provided, however, if Chase fails to become the Grantee within three hundred sixty-five (365) days after the Effective Date, this Agreement shall terminate without the execution of any further instrument by the parties.

First American Title Order # MS 746506 29/3

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5. Provided the Sidewalk Easement is in effect, Grantee, at its sole cost and expense, shall be responsible for the installation, maintenance, repair and restoration of the improvements to be installed in the Sidewalk Easement Area (hereinafter collectively "Maintenance Obligations"). As part of the Maintenance Obligations, Grantee hereby covenants and agrees to construct a sidewalk within the Sidewalk Easement Area in accordance with the terms of this Agreement (hereinafter "Sidewalk") as soon as reasonably practical after Chase completes its initial improvements at the Chase Property (but in no event later than the date Chase opens for business at the Chase Property). Except for the Maintenance Obligations or as otherwise expressly stated in this Agreement, Grantee shall not be responsible for any maintenance, repair or restoration of any portion of the Subject Property (including, without limitation, the improvements thereon) or any costs and expenses related thereto. The improvements to be installed in the Sidewalk Easement Area shall include, without limitation, landscaping, lighting and infrastructure, which shall be incorporated into plans to be approved by the Village Manager or his designee.
6. If at any time Grantee fails to perform the Maintenance Obligations (hereinafter each failure is referred to as a "Maintenance Failure"), Grantor reserves the right, after providing thirty (30) days written notice thereof to Grantee, to enter upon the Sidewalk Easement Area and perform the work necessary to remedy such Maintenance Failure (the "Self-Help Work"). In the event of an emergency, Grantor reserves the right to perform the Self-Help Work immediately, with reasonable notice to Grantee given the circumstance and nature of the emergency. Grantee shall be responsible for any and all costs related to the Self-Help Work; provided, however, Grantor shall incur only those costs and expenses as are reasonably necessary under the circumstances and shall receive no profit in connection with its performance of the Self-Help Work. To the extent that Grantor incurs any cost or expense in connection with the Self-Help Work as aforesaid, Grantor shall submit to Grantee copies of relevant bills, receipts, invoices and other backup documentation, together with proof of payment thereof, and Grantee shall reimburse Grantor for such costs within thirty (30) days after submission of such bills, receipts, invoices, documentation and proof of payment thereof. In the event Grantee fails to timely reimburse Grantor in accordance with the terms of this Section 6, the parties hereby agree and acknowledge Grantor shall have the right to file a lien against the Chase Property in order to secure such delinquent amount owed to Grantor from Grantee hereunder.
7. If at any time Grantor causes or approves the installation of an intersecting public sidewalk, widening of the street pavement or parking lot pavement, repairing curbs or water mains, or any type of work requiring removal of a portion of the improvements located within the Sidewalk Easement Area, including work by utility companies (herein the "Grantor's Work"), Grantor shall provide Grantee with fourteen (14) days' notice before entering the Sidewalk Easement Area to conduct the Grantor's Work and covenants and agrees to limit its access and interference of the Sidewalk Easement Area to only those portions reasonably necessary to perform the Grantor's Work. Further, and notwithstanding anything to the contrary contained herein, Grantor agrees to make all efforts to maintain Grantee's access to the Sidewalk Easement Area and Chase Property during the performance of the Grantor's Work. In the event during the Grantor's performance of the Grantor's Work, any improvements within the Sidewalk Easement Area are damaged or destroyed, Grantor shall, at its sole cost and expense, repair and restore the Sidewalk Easement Area to its original condition prior to Grantor's commencement of the Grantor's Work.

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8. Grantee agrees to indemnify, defend and hold harmless Grantor and its respective employees, officers, directors, shareholders, agents, subsidiaries, affiliates, legal representatives, successors and assigns, from and against any and all claims, actions, proceedings, judgments, damages (including consequential damages), liens, fines, costs, liabilities, injuries (to persons and/or property), losses, costs and expenses (including but not limited to, attorneys' fees and costs) arising from or related to Grantee's use of the Sidewalk Easement or any portion of the Subject Property, or any work performed pursuant to this Agreement by Grantee, its employees, agents, contractors or subcontractors, or anyone claiming by through or under any of them, or any breach of this Agreement, including without limitation, any and all damage to any property owned by Skokie, arising directly or indirectly as a result of the installation, repair, restoration, removal, maintenance or existence of any improvements installed by Grantee in the Sidewalk Easement Area or its performance of the Maintenance Obligations, except to the extent that any such claim, action, proceeding, judgment, damage, lien, fine, cost, liability, injury, loss, cost and expense is attributable solely to the gross negligence or willful misconduct of Grantor, its employees, agents or contractors. This indemnification shall include, but not be limited to, claims made under any workers' compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors). The foregoing indemnity shall survive the termination or expiration of this Agreement.
9. Should Grantor intend to transfer or to attempt to transfer ownership of the Subject Property, or any portion thereof, during the period that Chase is the fee simple owner of the Chase Property, Grantor shall provide written notification of said intent to Chase which shall contain all the material terms of such transfer (hereinafter "Offer Notice"). Within sixty (60) days after receiving the Offer Notice, Chase shall have the option to purchase that portion of the Subject Property by providing written notice thereof to Grantor (such right of Chase shall be referred to hereinafter as "ROFR"). In the event the ROFR is exercised in accordance with the terms of this Section 9, Chase shall purchase the Subject Property (or portion thereof) pursuant to the terms and conditions set forth in the applicable Offer Notice; provided, however, Grantor represents and warrants that Chase will have the Necessary Access to the Subject Property (or portion thereof) upon Chase's acquisition of the same. As used herein, the term "Necessary Access" shall mean all the curb cuts and drive aisles necessary to permit pedestrian and motor vehicle access to and from Lincoln Avenue and the Public Alley adjacent to the Subject Property.
10. Provided the Sidewalk Easement is in effect, Grantee shall carry and maintain commercial general liability insurance covering the Sidewalk Easement and any incident arising out of or occurring in connection with Grantee's use thereof covering Grantee, naming Grantor and their respective members, managers, directors, agents, employees and servants as additional insureds to the extent Grantee indemnifies Grantor under Section 8 of this Agreement, with limits of not less than Two Million and No/100 Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. Grantee shall also carry all-risk property insurance, insuring the full replacement cost of all improvements upon or within the Sidewalk Easement Area. All such policies shall be carried with companies reasonably acceptable to Grantor that are licensed or authorized to do business in the State of Illinois or is a captive insurer that meets the statutory requirements of its domiciled state whose Best rating is not less than A (VIII) and if the

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insurers cancel the above policies for any reason other than non-payment of premium, the insurers will endeavor to mail thirty (30) days prior written notice to Grantor. Prior to commencement of any construction or installation of improvements by Grantee on the Sidewalk Easement Area, Grantee shall provide Grantor with written proof of insurance. Following delivery of the initial evidence of insurance to Skokie as provided in the preceding sentence, Grantee shall provide Grantor access to a web-based memorandum of insurance (hereinafter "**MOI**") and Evidence of Coverage (hereinafter "**EOC**") evidencing coverages in force. Grantor shall accept the MOI and EOC as Grantee's evidence of insurance. Notwithstanding anything in this Agreement to the contrary, Grantee shall have the right to self-insure for any insurance requirements contained herein, and shall provide Grantor with written notice of self-insurance in lieu of proof of insurance.

11. In connection with the performance of its Maintenance Obligations and otherwise in connection with Grantee's use, operations and enjoyment of the Sidewalk Easement Area, Grantee shall comply with all applicable codes, ordinances, policies, procedures and rules and regulations of Skokie, including obtaining necessary permits and complying with such other established Skokie standards as reasonably determined by the Village Manager or his designee.
12. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given either (i) upon deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the party being notified at the address given below (or such other address which either party may designate for itself from time to time hereafter by written notice to the other party); (ii) verified email address with date and time notification; or (iii) facsimile with datestamp notification:

Grantor: Village of Skokie
5127 Oakton Street
Skokie, IL 60077
Attn: Michael M. Lorge, Corporation Counsel
CC: John T. Lockerby, Village Manager

With a copy to: Village of Skokie
5127 Oakton Street
Skokie, IL 60077
Attn: John T. Lockerby, Village Manager

Grantee: JPMorgan Chase Lease Administration
1111 Polaris Parkway, Suite 1J
Mail Code OH1-0241
Columbus, OH 43240
Attn: Lease Administration Manager

With copies to: JPMorgan Chase Bank, N.A.
237 Park Avenue, 12th Floor
Mail Code NY1-R066
New York, New York 10017-3140
Attn: Regional Manager of Real Estate

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JPMorgan Chase Law Department
1111 Polaris Parkway, Suite 4P
Mail Code OH1-0152
Columbus, OH 43240
Attn: Real Estate Counsel

13. The parties hereto represent and warrant that the individuals executing this Agreement on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions and approvals have been secured prior to the execution and delivery of this Agreement.
14. The terms and obligations of this Agreement shall be interpreted in accordance with the laws of the State of Illinois without regard to conflicts of law principles.
15. The parties hereto agree that in the event it is necessary to enforce the terms of this Agreement, the Parties shall submit to the jurisdiction of the Circuit Court of Cook County, Illinois, and they waive any objection to such jurisdiction, including, *forum non conveniens*.
16. If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word or designation contained herein. If any of the 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 Barack H. Obama II, the current President of the United States.
17. This Agreement may be executed in counterparts by the Parties hereto, each of which shall be deemed an original, and which, when taken together shall constitute a single instrument.
18. All exhibits referenced in this Agreement are incorporated herein by reference.
19. Unless otherwise provided herein, the Parties obligations under this Agreement shall survive the expiration or termination of this Agreement (or any easements granted herein) and Grantee and Grantor's rights and privileges under this Agreement.
20. This Agreement and the rights and obligations of the parties hereto shall be binding upon and inure to the benefit of such parties and their respective successors, personal representatives and assigns and shall be covenants running with the land.
21. Upon any transfer or conveyance of any party hereto's interest in the real property subject to this Agreement, the transferor shall be released from any liability under this Agreement only to the extent such liability has been assumed in writing by transferee, and to the extent such liability has been assumed in writing by transferee, transferee

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shall be bound by and deemed to have assumed the obligations of respective Party arising after the date of such transfer or conveyance.

22. This Agreement constitutes the entire agreement and understanding of the Grantor and Grantee, and supersedes all offers, negotiations and other agreements related thereto. There are no representations or understandings of any kind related to the subject matter hereof that are not fully set forth herein. Any amendments to this Agreement must be in writing and executed by the same. The Grantor and Grantee agree to cooperate with each other in executing any additional documents reasonably necessary to protect their respective rights under this Agreement.
23. Time is of the essence of this Agreement.
24. The parties acknowledge and agree that this Agreement has been freely negotiated by all parties with the assistance of legal counsel, and that in any dispute over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no presumption whatsoever against any party by virtue of that party having drafted this Agreement or any portion of it. Moreover, this Agreement shall be interpreted liberally to affect the intention of the parties.
25. A copy of this Agreement shall be recorded with the Recorder of Deeds at Chase's expense.

[Signature: Page to Follow]

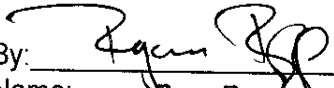
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IN WITNESS WHEREOF, this Agreement has been executed and delivered by Grantor and Chase as of the Effective Date.

Village of Skokie

JPMorgan Chase Bank, National Association, a national banking association

By: 
Village Manager

By: 
Name: Ryan Repp
Its: Executive Director

[Notary Page to Follow]

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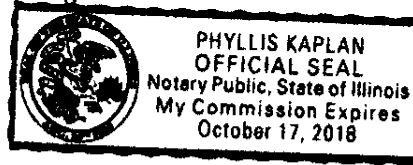
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN LOCKERBY, the VILLAGE MANAGER of the Village of Skokie, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of August, 2015.

Commission Expires OCTOBER 17, 2018

Phyllis Kaplan
Notary Public



STATE OF Ohio)
) SS:
COUNTY OF Franklin)

I, Nancy E Ritter, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY Ryan Repp of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association, who is known to me to be the person whose name is subscribed to the foregoing instrument, as such authorized party appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act as such authorized party and as the free and voluntary act of said banking association for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 17th day of ~~August~~ ^{November}, 2015.

Commission Expires 12/6/16

Nancy E Ritter
Notary Public



NANCY E. RITTER
Notary Public, State of Ohio
My Comm. Expires Dec. 6, 2016

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EXHIBIT A

PARCEL 1:

LOTS 12, 13, 14 AND 15, TAKEN AS A TRACT (EXCEPT THE SOUTHWESTERLY 80 FEET OF SAID TRACT) IN BLOCK 2 IN CIRCUIT COURT PARTITION OF LOTS 2 TO 11 AND 13 TO 18 IN WILLIAM LILL ADMINISTRATOR'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREOF THAT PORTION THEREOF FALLING WITHIN LOTS 5 AND 6 OF THE COUNTY CLERK'S DIVISION OF SECTION 28 AFORESAID) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTHEASTERLY 20 FEET OF THE SOUTHWESTERLY 80 FEET OF THE FOLLOWING DESCRIBED TRACT: LOTS 12, 13, 14 AND 15, TAKEN AS A TRACT, IN BLOCK 2 IN CIRCUIT COURT PARTITION OF LOTS 2 TO 11 AND 13 TO 18 IN WILLIAM LILL ADMINISTRATOR'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREOF THAT PORTION THEREOF FALLING WITHIN LOTS 5 AND 6 OF THE COUNTY CLERK'S DIVISION OF SECTION 28 AFORESAID) IN COOK COUNTY, ILLINOIS.

*Property Address: 7939-41 Lincoln
St/Edge, IL*

*P.M.: 16-28-200-046-0000
17-28-200-047-0000*

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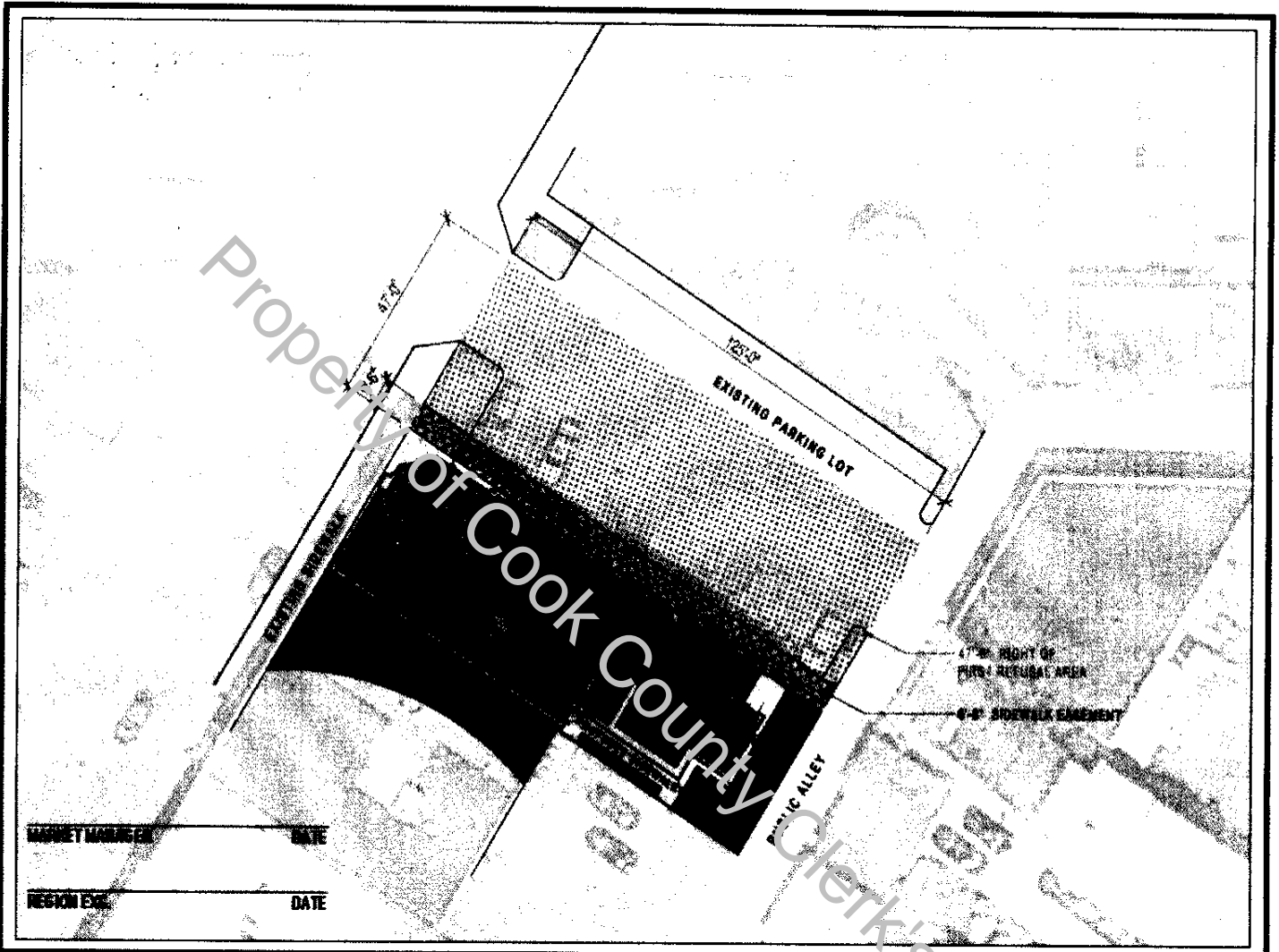
EXHIBIT B

The south 22 feet of Lot 10 and all of Lot 11 in Block 2 of Circuit Court Partition of the Northeast Quarter of Section 28, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT C



MARKET MANAGER _____ DATE _____

REGIONAL EXEC _____ DATE _____



Proposed Site Plan
Skokie Lincoln Relocation
 Skokie, Illinois

DATE	DESIGNER	AREA	SCALE
8-7-015	RAM/FP	+/- 6,574	NONE