

NON-EXCLUSIVE EASEMENT AGREEMENT 94199119  
FOR WATER TRANSMISSION MAIN  
(500 Skokie Boulevard, Northbrook, Illinois)

THIS AGREEMENT is dated as of this 13<sup>th</sup> day of August, 1991, by and between the VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation (the "Village"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under that certain Trust Agreement dated March 15, 1984 and known as Trust Number 60546 (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.

94199119

DEPT-01 RECORDING \$35.00  
T#0011 TRAN 0373 03/02/94 15:27:00  
#2366 # \*-94-199119  
COOK COUNTY RECORDER

A. The Owner is the owner of certain real estate situated in the Village of Northbrook, County of Cook, State of Illinois, which real estate is legally described in Exhibit A (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.

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") a water transmission main and any appurtenances thereto (the "Facilities"), together with all reasonable rights of ingress and egress over, along,

PREPARED BY:

51448473

Barbara A. Adams  
Burke, Bosselman & Weaver  
55 West Monroe Street  
Suite 800  
Chicago, Illinois 60603  
(312) 578-6563

AFTER RECORDING

return to Recorder's Box ~~21~~ 15

AUG 29 1991

Document being  
Re-recorded to include  
Exhibit B.

Nat-21375-14 N.H.L.

94199119

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Property of Cook County Clerk's Office

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across, and upon the Subject Property necessary for the exercise of the rights granted herein. The Village shall, at its sole cost and expense, complete the Installation of the Facilities in a good and workmanlike manner.

3. GRANT AND USE OF TEMPORARY CONSTRUCTION EASEMENT. The Owner grants, conveys, and warrants to the Village a temporary construction easement for the Installation of the Facilities in, at, over, along, across, through, upon and under that portion of the Subject Property legally described in Exhibit B (the "Temporary Easement Premises"). The Temporary Easement Premises shall be used by the Village only during periods of actual Installation activity and for any necessary restoration of the Easement Premises, and the temporary construction easement shall expire on September 30, 1993.

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 of the Facilities on the Easement Premises.

5. RESERVED RIGHT. The Owner reserves 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, which consent shall not be unreasonably withheld or delayed.

6. ADDITIONAL EASEMENTS. The Owner shall have the right to grant other non-exclusive easements over, along, across or upon the Easement Premises and the Temporary Easement Premises; provided, however, that any such other easements shall be subject to this Agreement and the rights 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.

94199119

7. VILLAGE RESTORATION. Upon completion of any Installation, the Village agrees to (a) replace and grade any and all topsoil removed by the Village; (b) restore to condition immediately preceding the Installation any and all fences, roads, plantings, and improvements that are damaged or removed as a direct result of the Installation; (c) replace any and all sod removed with sod of like quality; and (d) replace any and all natural grass removed by seeding with a good quality seed.

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 George Herbert Walker Bush, President of the United States.

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.

94199119

10. RELEASES. Owner represents and warrants that it shall take all necessary action so that the easements granted by this Agreement shall be released from all liens including, but not limited to, the lien of all mortgages, mechanics' lien claims, security agreements, assignments of rents and leases, and shall execute all such documents as may be reasonably necessary to perfect the Village's right, title and interest herein.

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 through 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.

ATTEST:

[Signature]  
First Secy

OWNER

By: [Signature]  
ENOUR

ATTEST:

[Signature]  
Village Clerk

VILLAGE OF NORTHBROOK

By: [Signature]  
Village President

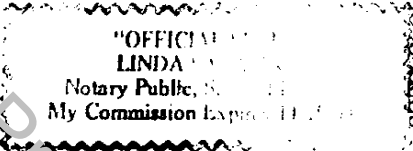
The instrument executed by the undersigned and the Village of Northbrook is hereby acknowledged as the true and correct instrument of the undersigned and the Village of Northbrook. The undersigned and the Village of Northbrook are hereby advised that the Village of Northbrook is a public body and that the undersigned and the Village of Northbrook are hereby advised that the Village of Northbrook is a public body and that the undersigned and the Village of Northbrook are hereby advised that the Village of Northbrook is a public body.

54159119

ACKNOWLEDGEMENTS

STATE OF ILLINOIS )
COUNTY OF COOK ) SS

This instrument was acknowledged before me on Aug. 27, 1991, 1991, by Richard J. Falcone, the Village President of the VILLAGE OF NORTHBROOK, an Illinois municipal corporation, and by Gene N. Louis, the Village Clerk of said municipal corporation.



Signature of Notary

SEAL

My Commission expires:

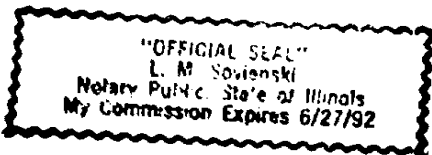
STATE OF ILLINOIS )
COUNTY OF COOK ) SS

This instrument was acknowledged before me on AUG 22 1991, 1991, by Peter J. ... Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under that certain Trust Agreement dated March 15, 1984, and known as Trust No. 60546, and L. MICHAEL ... ASSISTANT Secretary of said Company, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of said bank for and on behalf of said bank, and that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the bank for which the bank is acting as trustee herein, for the uses and purposes herein mentioned.

Signature of Notary

SEAL

My Commission expires:



94199119

UNOFFICIAL COPY

EXECUTION COPY

EXHIBIT A

Legal Description of the Subject Property

LOT 2 IN LANE PARK SUBDIVISION IN THE SOUTH  
EAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH,  
RANGE 12, EAST OF THE THIRD PRINCIPAL MERI-  
DIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known as 500 Skokie Boulevard, Northbrook, Illinois

Permanent Real Estate Index No. 04-02-402-030

Property of Cook County Clerk's Office

94199119

# UNOFFICIAL COPY

## RESOLUTION NO. 91-R-117

American National Bank and Trust Company of Chicago, as Trustee under that certain Trust Agreement dated March 15, 1984 and known as Trust No. 60546 (the "Owner"), is the Owner of that certain real property located in the Village of Northbrook commonly known as 500 Skokie Boulevard, and legally described in Exhibit 1 attached to this Resolution (the "Subject Property").

The Village requires a permanent easement across the Subject Property for the new 30" raw water transmission main, along with a temporary construction easement for purposes of installing that main.

The Village and the Owner have negotiated an agreement granting such easements to the Village, and the President and Board of Trustees of the Village have found and determined that it is appropriate and in the best interests of the Village that the easement agreement with the Owner be approved and the execution and attestation of such an agreement be authorized.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

### Section 1. RECITALS.

The foregoing recitals are hereby incorporated in this Resolution as if fully set forth.

### Section 2. APPROVAL OF THE AGREEMENT.

The Non-Exclusive Easement Agreement for Water Transmission Main by and between the Village and the Owner is hereby approved in a form substantially the same as is attached to and made a part of this Resolution by this reference as Exhibit 1 (the "Agreement").

### Section 3. EXECUTION AND ATTESTATION OF THE AGREEMENT.

The Village President and Village Clerk are hereby authorized and directed to execute and attest the Agreement on behalf of the Village of Northbrook; provided, however, that the Agreement shall not be so executed or attested by or on behalf of the Village unless and until the Village has received an original of the Agreement fully executed by the Owner.

### Section 4. RECORDATION.

The Village Manager is hereby authorized and directed to record in the Office of the Cook County Recorder of Deeds a fully executed and attested copy of the Agreement.

PASSED: This 13th day of August, 1991.

AYES: (6)

NAYS: (0)

/s/ Robert F. Donahue

Village President Pro Tem

ATTEST:

/s/ Lona N. Louis

Village Clerk

94159119



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94199119

**PLAT**

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SEE PLAT BOOKS

Property of Cook County Clerk's Office

NON-EXCLUSIVE EASEMENT AGREEMENT 94199119  
FOR WATER TRANSMISSION MAIN  
(500 Skokie Boulevard, Northbrook, Illinois)

THIS AGREEMENT is dated as of this 13<sup>th</sup> day of August, 1991, by and between the VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation (the "Village"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under that certain Trust Agreement dated March 15, 1984 and known as Trust Number 60546 (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. 94199119

DEPT-01 RECORDING \$35.00  
T00011 TRAN 0373 03/02/94 15:27:00  
#2366 # --94-199119  
COOK COUNTY RECORDER

A. The Owner is the owner of certain real estate situated in the Village of Northbrook, County of Cook, State of Illinois, which real estate is legally described in Exhibit A (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.

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 E (the "Easement Premises"), to survey, construct, operate, use, maintain, own, test, inspect, repair, remove, and replace or abandon in place (collectively the "Installation") a water transmission main and any appurtenances thereto (the "Facilities"), together with all reasonable rights of ingress and egress over, along,

PREPARED BY:

91448473

AFTER RECORDING

return to Recorder's Box 307 15

Barbara A. Adams  
Burke, Bosseman & Weaver  
55 West Monroe Street  
Suite 800  
Chicago, Illinois 60603  
(312) 572-6562

PLAT WITH THIS DOCUMENT  
AUG 25 1991

Document being recorded to include Exhibit B.

N24-21375-14 N.H.L.

94199119

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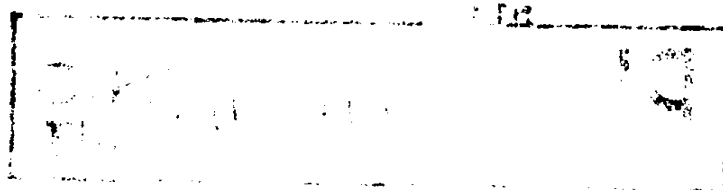
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Property of Cook County Clerk's Office

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across, and upon the Subject Property necessary for the exercise of the rights granted herein. The Village shall, at its sole cost and expense, complete the Installation of the Facilities in a good and workmanlike manner.

3. GRANT AND USE OF TEMPORARY CONSTRUCTION EASEMENT. The Owner grants, conveys, and warrants to the Village a temporary construction easement for the Installation of the Facilities in, at, over, along, across, through, upon and under that portion of the Subject Property legally described in Exhibit B (the "Temporary Easement Premises"). The Temporary Easement Premises shall be used by the Village only during periods of actual Installation activity and for any necessary restoration of the Easement Premises, and the temporary construction easement shall expire on September 30, 1993.

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 of the Facilities on the Easement Premises.

5. RESERVED RIGHT. The Owner reserves 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, which consent shall not be unreasonably withheld or delayed.

6. ADDITIONAL EASEMENTS. The Owner shall have the right to grant other non-exclusive easements over, along, across or upon the Easement Premises and the Temporary Easement Premises; provided, however, that any such other easements shall be subject to this Agreement and the rights 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.

94199139

7. VILLAGE RESTORATION. Upon completion of any Installation, the Village agrees to (a) replace and grade any and all topsoil removed by the Village; (b) restore to condition immediately preceding the Installation any and all fences, roads, plantings, and improvements that are damaged or removed as a direct result of the Installation; (c) replace any and all sod removed with sod of like quality; and (d) replace any and all natural grass removed by seeding with a good quality seed.

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 George Herbert Walker Bush, President of the United States.

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10. RELEASES. Owner represents and warrants that it shall take all necessary action so that the easements granted by this Agreement shall be released from all liens including, but not limited to, the lien of all mortgages, mechanics' lien claims, security agreements, assignments of rents and leases, and shall execute all such documents as may be reasonably necessary to perfect the Village's right, title and interest herein.

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 through 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.

ATTEST:

[Signature]  
First Secy

OWNER

By:

[Signature]  
ENDUP

ATTEST:

[Signature]  
Village Clerk

VILLAGE OF NORTHBROOK

By:

[Signature]  
Village President

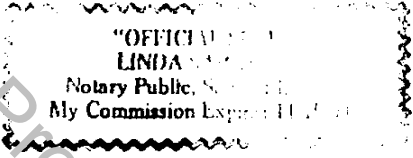
This instrument is deemed by the undersigned Clerk of Cook County to be a true and correct copy of the original instrument as shown to the undersigned Clerk of Cook County and the undersigned Clerk of Cook County is not responsible for the accuracy of the copy of this instrument as shown to the undersigned Clerk of Cook County. The undersigned Clerk of Cook County is not responsible for the accuracy of the copy of this instrument as shown to the undersigned Clerk of Cook County.

54159119

ACKNOWLEDGEMENTS

STATE OF ILLINOIS )
COUNTY OF COOK ) SS

This instrument was acknowledged before me on Aug. 27, 1991, 1991, by Richard T. Falone, the Village President of the VILLAGE OF NORTHBROOK, an Illinois municipal corporation, and by Lona N. Louis, the Village Clerk of said municipal corporation.



Linda Sebastiani
Signature of Notary

SEAL

My Commission expires:

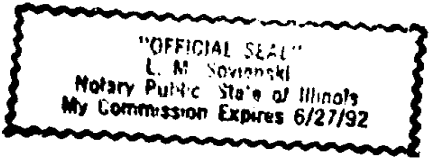
STATE OF ILLINOIS )
COUNTY OF COOK ) SS

This instrument was acknowledged before me on AUG 22 1991, 1991, by [redacted] Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under that certain Trust Agreement dated March 15, 1984, and known as Trust No. 60546, and L. MICHAEL WOOD, ASSISTANT Secretary of said Company, which individuals are known to me to be the identical persons who signed the foregoing instrument as such officers of said bank for and on behalf of said bank, and that they executed the same as their free and voluntary act and deed and as the free and voluntary act of the bank for which the bank is acting as trustee herein, for the uses and purposes herein mentioned.

L. M. Sovinski
Signature of Notary

SEAL

My Commission expires:



94199119

**UNOFFICIAL COPY**

9 4 1 9 7 EXECUTION COPY

EXHIBIT A

Legal Description of the Subject Property

LOT 2 IN LANE PARK SUBDIVISION IN THE SOUTH  
EAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH,  
RANGE 12, EAST OF THE THIRD PRINCIPAL MERI-  
DIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known as 500 Skokie Boulevard, Northbrook, Illinois

Permanent Real Estate Index No. 04-02-402-030

Property of Cook County Clerk's Office

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RESOLUTION NO. 91-R-117

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The Village requires a permanent easement across the Subject Property for the new 30" raw water transmission main, along with a temporary construction easement for purposes of installing that main.

The Village and the Owner have negotiated an agreement granting such easements to the Village, and the President and Board of Trustees of the Village have found and determined that it is appropriate and in the best interests of the Village that the easement agreement with the Owner be approved and the execution and attestation of such an agreement be authorized.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois, THAT:

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Section 4. RECORDATION.

The Village Manager is hereby authorized and directed to record in the Office of the Cook County Recorder of Deeds a fully executed and attested copy of the Agreement.

PASSED: This 13th day of August, 1991.

AYES: (6)

NAYS: (0)

/s/ Robert F. Donahue

\_\_\_\_\_  
Village President Pro Tem

ATTEST:

/s/ Lona N. Louis  
\_\_\_\_\_  
Village Clerk

94159119