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COOK COUNTY RECORDER

NON-EXCLUSIVE EASEMENT AGREEMENT

837 CEDAR LANE

NORTHBROOK, ILLINOIS

BOX 337

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

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10-10-2011  
10:58:53 AM

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## NON-EXCLUSIVE EASEMENT AGREEMENT

THIS AGREEMENT is dated as of this 16th day of September, 1996, by and between the Village of Northbrook, an Illinois home rule municipal corporation (the "Village"), and JERRY D. REMIEN and HEATHER M. REMIEN (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 837 Cedar Lane in 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") Storm Sewer and any 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, at its sole cost and expense, complete the Installation

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of the facilities within the easement and public right of way in a good and workmanlike manner.

3. GRANT AND USE TEMPORARY CONSTRUCTION EASEMENT. The Owner grants, conveys, and warrants to the Village a temporary construction easement directly adjacent to the perpetual easement for the Installation of the Facilities in, at, over, along, across, and upon that portion of the Subject Property legally described on Exhibit C (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.

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 or any restoration of the Easement Premises and Temporary Easement Premises. The Village agrees to defend the owner against any lawsuits from the Installation of the Facilities on the Easement Premises or any restoration of the Easement Premises and Temporary 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. Maintenance of service walk will limited to removal and replacement of existing walk size.

6. ADDITIONAL EASEMENTS. The Owner shall have the right to grant other non-exclusive easements over, along, across or upon the Easement

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Premises and the Temporary 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 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, pavements and improvements that are damaged or removed as a direct result of the Installation; (c) replace any and all natural grass removed with sod of like quality.

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, former President of the United States.

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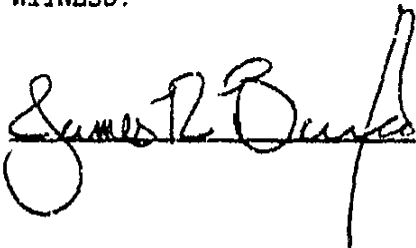
9. ASSIGNMENT OF RIGHTS. The Owner agrees that the Village may assign its rights or delegate its duties under this Agreement to any assignee: (a) who is reasonably competent to exercise the rights granted herein and the obligations imposed herein; and (b) who makes adequate assurances to the Owner that any activity performed pursuant to such assignment or delegation shall be conducted in a good and workmanlike manner.

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, 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.

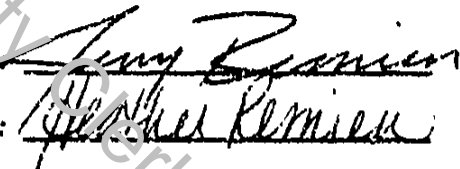
WITNESS:



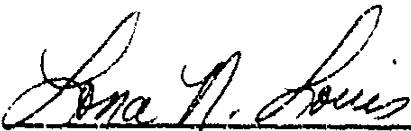
OWNER(S):

By:

By:

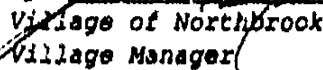


ATTEST:



VILLAGE OF NORTHBROOK

By:

  
Village of Northbrook  
Village Manager

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## ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

This instrument was acknowledged before me on September 16,  
1996, by John M. Novinson,  
the Village Manager of the VILLAGE OF NORTHBROOK, an Illinois municipal  
corporation, and by Lona N. Louis,  
the Village Clerk of said municipal corporation.



SEAL

Susan A Names  
Signature of Notary

My Commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

This instrument was acknowledged before me on September 16,  
1996, by Jerry D. Remien AND Heather M. Remien,  
known to me to be the person(s) whose name(s) (is) (are) subscribed to the  
foregoing instrument and who did acknowledge that (he) (she) (they)  
executed the above instrument, duly authorized, voluntarily and as (his)  
(her) (their) free act and deed.



SEAL

Susan A Names  
Signature of Notary

My Commission expires: \_\_\_\_\_

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5/10/2004  
5/10/2004

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## EXHIBIT A

### Legal Description of Subject Property

LOT 8 IN UNIT 8 IN JOHN T. CLARK'S RESUBDIVISION OF UNITS 8 & 12A OF NORTHBROOK HIGHLANDS UNITS 8 & 12A, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known as 837 Cedar Lane

Permanent Real Estate Index No. 04-09-214-008

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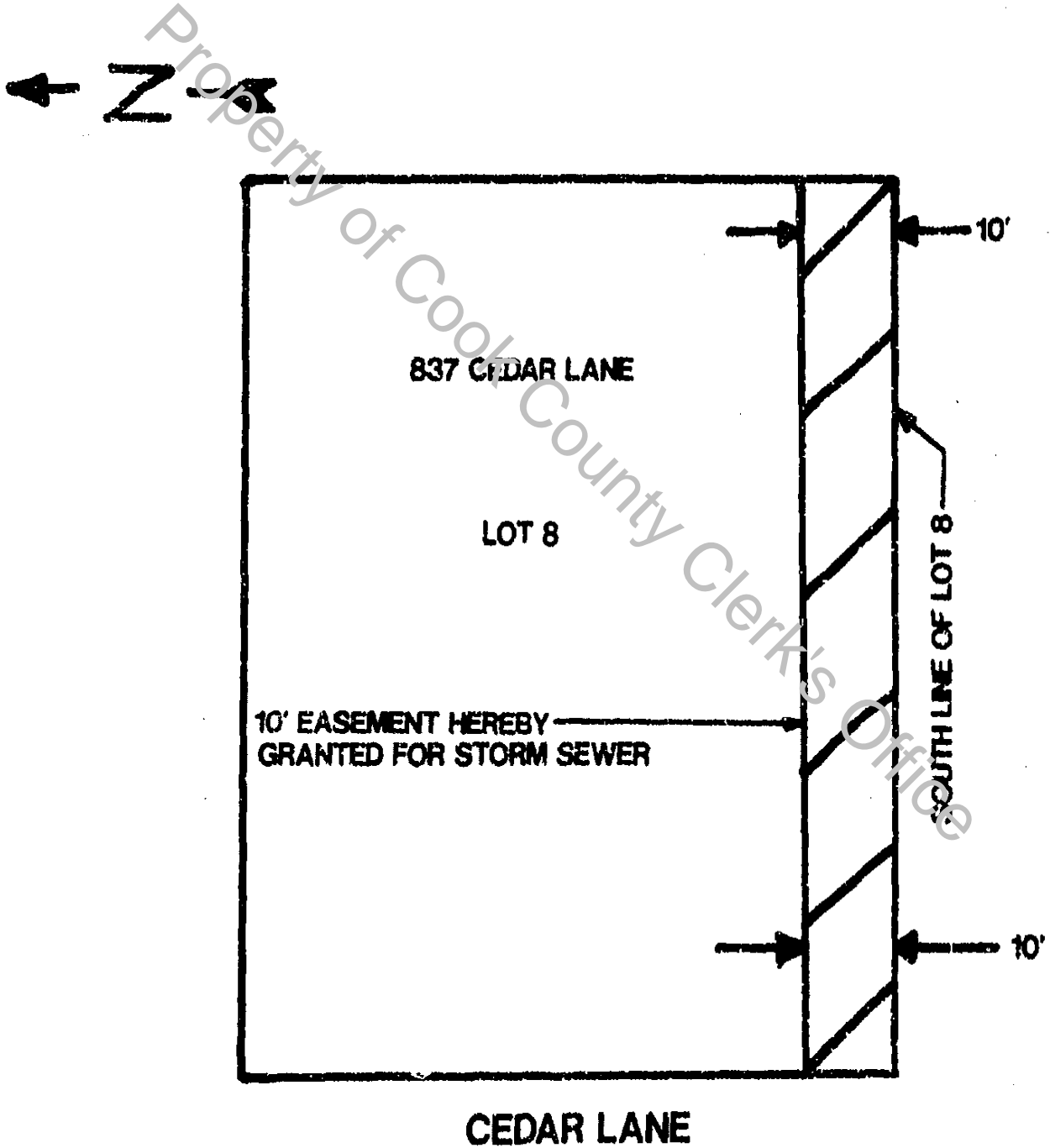
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## EXHIBIT B

### Legal Description of Easement For Storm Sewer

THE SOUTH 10 FEET OF LOT 8 IN JOHN T. CLARK'S RESUBDIVISION OF UNITS 8 & 12A OF NORTHBROOK HIGHLAND'S UNITS 8 & 12A, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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2025

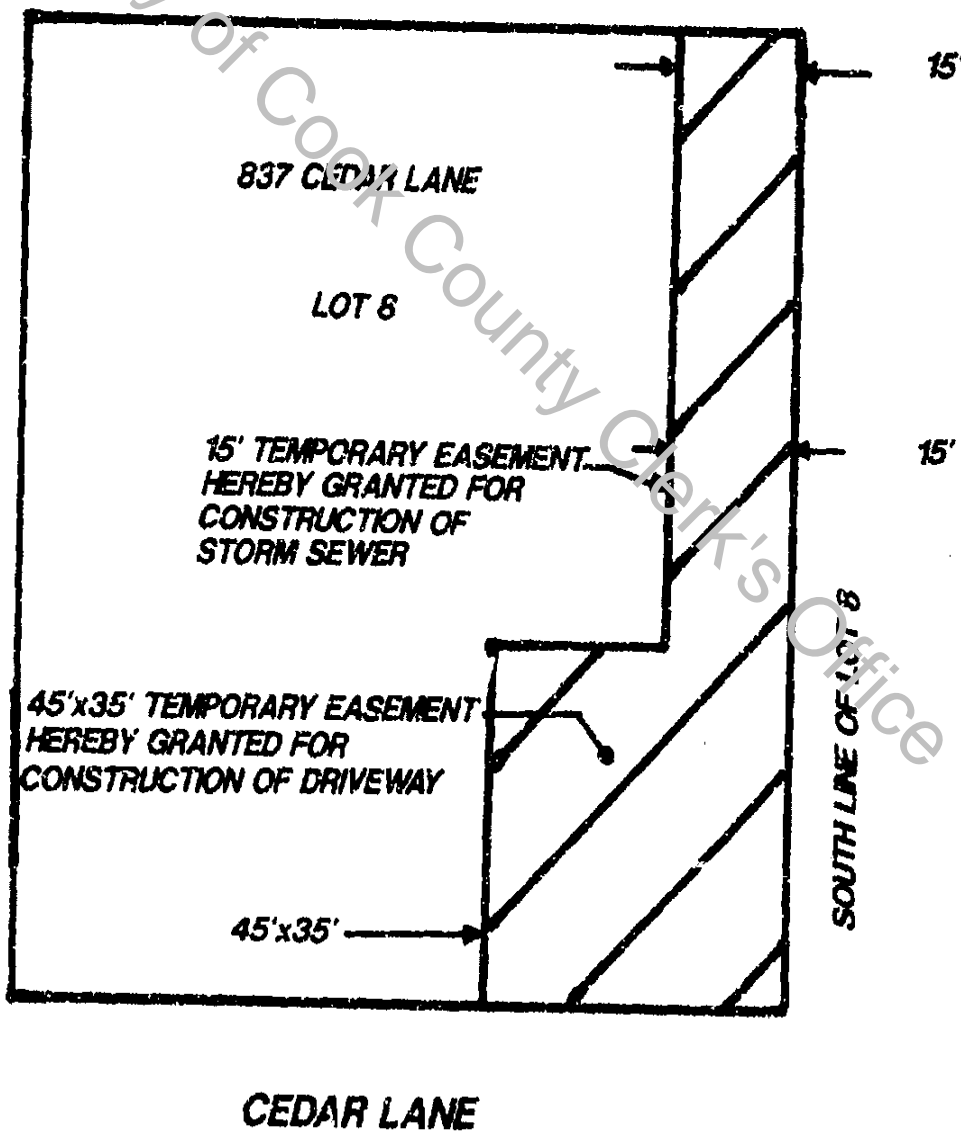


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## EXHIBIT C

### Legal Description of Temporary Construction Easement

THE SOUTH 15 FEET OF LOT 8 AND INCLUDING THE WEST 45 FEET AND SOUTH 35 FEET OF LOT 8 IN JOHN T. CLARK'S RESUBDIVISION OF UNITS 8 & 12A OF NORTHBROOK HIGHLAND'S UNITS 8 & 12A, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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