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 NORTHBROOK, ILLINOIS

NON-EXCLUSIVE LICENSE AGREEMENT

COLUMBIA NATIONAL BANK OF CHICAGO
 AS TRUSTEE U/T/A DATED SEPTEMBER 21, 1989
 AND KNOWN AS TRUST NO. 3216

3345 SUNSET TRAIL
 NORTHBROOK, ILLINOIS

BOX 337

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

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10/10/00

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NON-EXCLUSIVE LICENSE AGREEMENT

THIS AGREEMENT is dated as of the 29th day of February, 1996, and is by and between the VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation (the "Village") and Columbia National Bank of Chicago, as Trustee u/t/a dated September 21, 1989 and known as Trust No. 3216 ("owner(s)").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth herein and pursuant to the Village's home rule powers, the parties hereto agree as follows:

SECTION 1. RECITALS

A. The owner owns property in the Village located at 3345 Sunset Trail (the "Property") legally described as:

Lot 10 in Wyatt and Coon's Landwehr Estates Unit No. 2, being a Subdivision of part of the South West Quarter of Section 17 and part of the North West Quarter of Section 20, all in Township 42 North, Range 12 East of the Third Principal Meridian, in Northbrook, Cook County, Illinois, with PREC Number of 04-17-300-037.

B. The owner desires to install private sanitary sewer force main in the Village right-of-way between his proposed new home at 3345 Sunset Trail and 2241 White Oak Drive.

C. The Village President and Board of Trustees, (the "Corporate Authorities"), after due and careful consideration have concluded that granting a non-exclusive license to the owner pursuant to and in accordance with this Agreement would be in the best interests of the Village and its residents.

SECTION 2. GRANT AND ACCEPTANCE OF LICENSE

The Village hereby grants to the owner, and the owner hereby accepts, a non-exclusive and perpetual license (the "License"), subject to the terms of this agreement, to use that certain public parkway of the public right-of-way known as Sunset Trail and White Oak Drive and located between 3345 Sunset Trail and 2241 White Oak Drive in the Village for the purposes of constructing, installing, using, maintaining, testing, inspecting, operating, repairing and removing a private sanitary sewer force main system, including, without limitation, all pipes, cables, conduits, and appurtenances thereto (the "facilities") to be used by the owner for the purposes of pumping sewage to the Village's sanitary sewer system pursuant to and in strict accordance with this Agreement.

A. In return for the grant of this license, the owner, for its self and its heirs, grantees, successors and assigns, hereby agrees to the following conditions:

1. The owner will be an affirmative vote on any petition for installation of Village sanitary sewers on Sunset Trail.

2. The owner will pay its proportionate share of a Special Assessment for the installation of Village sanitary sewers on Sunset Trail in Landwehr Estates Subdivision and will not file any legal objection for same.

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3. Within 10 days from notice that the Village sanitary sewer is available for connection, the owner will make said connection in front of the home at 3345 Sunset Trail and will remove the abandoned facilities from Village right-of-way and make proper restoration of the right-of-way unless restoration is within the limits of the Village contract and the area has not been restored under that contract.

4. The owner will execute and provide to the Village Clerk two recordable original copies of this agreement with the Cook County Recorder of Deeds prior to issuance of the building permit.

This Agreement shall not take the place of any additional license, permit or approval that is, or may in the future be, required to be secured by the owner from any governmental entity with jurisdiction, nor excuse the owner from complying with all laws, ordinances, resolutions, codes, rules, and regulations ("Laws") of the Village and all other governmental entities with jurisdiction, as such Laws may be modified or amended.

SECTION 3. REIMBURSEMENT OF VILLAGE COSTS AND EXPENSES

The owner shall pay to the Village, within 30 days after the date of this Agreement, an amount determined by the Village Manager, sufficient to cover all of the costs and expenses incurred by the Village in connection with the granting of the License including, without limitation, legal fees for the drafting and negotiation of this Agreement; provided, however, that in no event shall the owner be required to pay to the Village an amount in excess of \$2,500. The owner shall pay to the Village, upon presentation of a written notice thereof, all such costs and expenses. If the amount so charged is not paid within thirty (30) days following such written notice by the Village for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Property and the Village shall have the right to collect such charge, with interest and costs, and to enforce such lien as in foreclosure proceedings as permitted by law.

SECTION 4. INSTALLATION OF FACILITIES AND RESTORATION

The Facilities shall be buried underground, located a minimum of 60 inches below the surface, in accordance with all applicable codes, unless otherwise agreed to by the Village. No Facilities shall be installed, nor any excavation conducted, within the public right-of-way without the prior written approval of the Village Engineer of all installation and/or excavation plans, including, without limitation, plans for traffic safety, time and duration of installation or excavation, general construction standards, insurance, and restoration of the public right-of-way to its condition immediately preceding any such installation or excavation. Upon completion of construction of the Facilities, the owner shall furnish to the Village two complete sets of "as-built" plans for the Facilities located within the public right-of-way.

SECTION 5. CASH DEPOSIT

As security to the Village for the performance by the owner of its obligations to restore the public right-of-way pursuant to and in accordance with this Agreement, the owner shall, prior to any excavation within the

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public right-of-way, deposit with the Village Manager a cash deposit in the amount of \$1,500. The cash deposit shall be held by the Village in escrow until completion of all restoration of the public right-of-way required by this Agreement and shall, at the Village's discretion, be retained by the Village in the event that the owner fails to complete such restoration in a good and workmanlike manner and pursuant to and in accordance with this Agreement. Upon satisfactory completion, and approval by the Village Engineer, of all restoration of the public right-of-way required by this Agreement, the Village shall release the cash deposit. Any interest that accrues on the cash deposit shall inure to the benefit of the Village.

SECTION 6. REVOCATION AND RELOCATION

The Village, in its sole and absolute discretion, hereby retains the right to (a) revoke the License at any time at or after Village sanitary sewer is available adjacent to 3345 Sunset Trail; and (b) at any time require the owner, at the owner's sole cost and expense, to remove, replace, or relocate to a location directed by the Village within 180 days after the delivery of written notice by the Village.

SECTION 7. INDEMNIFICATION

A. Indemnification. The owner shall, and does hereby agree to, save, indemnify and hold the Village, its corporate authorities, elected and appointed officials, officers, boards, commissions, legal counsel, employees, and agents harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damages or penalty (Claims") arising out of, resulting from or alleged to arise out of or result from the construction, installation, operation, maintenance, failure to locate, rupture, repair or removal of the Facilities. The owner shall, and does hereby agree to, pay all expenses, including without limitation attorneys' fees, incurred by the Village in defending itself with regard to any and all Claims.

B. Release and Waiver of Claims. The owner shall have no recourse against the Village for any loss, expense or damage resulting from the terms and conditions of this Agreement nor because of the Village's enforcement thereof. The owner shall be deemed to expressly agree that it accepts the License relying solely upon its own investigation and understanding of the power and authority of the Village to grant said License and that in partial consideration of the grant of said License, the owner waives and releases the Village from all claims of damages of any kind whatsoever, either known or unknown, existing or future, which it may have in connection with any matter specified in this Agreement, unless such damage is directly caused by the malicious or intentional acts of the Village.

SECTION 8. ASSIGNMENTS, TRANSFERS, AND SIMILAR ACTIONS

Neither the License nor any rights or obligations of the owner pursuant to this Agreement, nor any of the owner's interest in the Facilities, shall be assigned, transferred, pledged, leased, sublet, hypothecated or mortgaged in any manner, in whole or in part, to any person or entity without the prior consent of the Village, as expressed by resolution duly adopted by the Board of Trustees, and then only on such reasonable conditions as may therein be prescribed.

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SECTION 9. RIGHTS AND REMEDIES

A. Village Right to Remove Abandoned Facilities. If the owner fails or refuses to diligently pursue removal of the abandoned facilities from the right-of-way as required by the Village, then the Village shall have, and the owner hereby grants to the Village, in addition to all other rights afforded to the Village in this Agreement and by law, the right, at the Village's option, to complete such removal. The Village shall have the right to demand payment directly from the owner, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, of an amount of money sufficient to defray the entire cost of such work, including legal fees and administrative expenses. If the amount so charged is not paid by the owner within thirty (30) days following a demand in writing by the Village for such payment, such charge, together with interest and costs of collection, shall become a lien upon the Property and the Village shall have the right to collect such charge, with interest and costs, and to enforce such lien as in foreclosure proceedings as permitted by law.

B. General. In the event of a breach or an alleged breach of this Agreement by either party, either party may, by suit, action, mandamus or other proceeding, in law or in equity, enforce or compel the performance of this Agreement. In the event of a judicial proceeding by any party to this Agreement against the other party, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

SECTION 10. GENERAL

A. Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Illinois.

B. Notices. All notices and other communications in connection with this Agreement shall be in writing, and shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below, or three business days after deposit in any main or branch United States post office, and shall be certified or registered mail, return receipt requested, postage prepaid, property addressed to the parties, respectively, as follows:

For notices and communications to the owner:

Columbia National Bank of Chicago
Trust Department
5250 N. Harlem
Chicago, IL 60656-5025

Copy to:

Terry Cohen
Maurice Lenell Cooky Company
4474 North Harlem
Chicago, Illinois 60056

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For notices and communications to the Village:

Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062
Attention: Village Manager

By notice complying with the foregoing requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, by no notice of a change of address shall be effective until actually received.

C. Amendments. This Agreement may be amended only upon the prior written consent of both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST:

Lona N. Willis
Village Clerk

VILLAGE OF NORTHBROOK

By:

Mal W. Danilch
Village President

COLUMBIA NATIONAL BANK OF CHICAGO,
as Trustee u/t/a dated September 21,
1989 and known as Trust 3216

By:

Title:

Joe E. Jordan
VICE-PRESIDENT

ATTEST:

James J. Kelly
ASST. TRUST OFFICER
Title: Secretary

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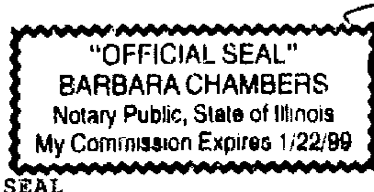
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on 29TH DAY OF FEBRUARY
1996, by JOSEPH, FRANKS, Vice President of
Columbia National Bank of Chicago, as Trustee under that certain Trust
Agreement dated September 21, 1989 and known as Trust No. 3216, and
LAUREN L., KELLEY **Asst. TRUST OFFICER**, Secretary of said
organization, 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 organization, and that they executed the same as their
free and voluntary act and deed and as the free and voluntary act of the
organization, for the uses and purposes herein mentioned.



Barbara Chambers
Signature of Notary

My Commission expires: 1/22/89

This instrument is executed by COLUMBIA NATIONAL BANK OF CHICAGO, not personally but acting in trust, as aforesaid. All the covenants and conditions to be performed hereunder by COLUMBIA NATIONAL BANK OF CHICAGO, are undertaken by it as trustee and not individually, and no personal liability shall be asserted or be enforceable against COLUMBIA NATIONAL BANK OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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STATE OF ILLINOIS

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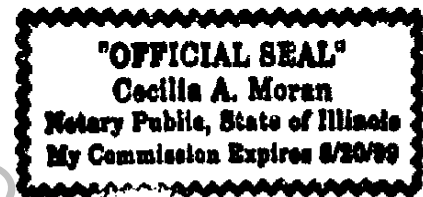
COUNTY OF _____

This instrument was acknowledged before me on March 4,
1996, by Mark W. Damisetz, President of the
Village of Northbrook and Lena N. Lewis, Village
Clerk of the Village of Northbrook, which individuals are known to me to be
the identical persons who signed the foregoing instrument as such officers
of the Village of Northbrook for and on behalf of the Village, and that
they executed the same as their free and voluntary act and deed and as the
free and voluntary act of the Village, for the uses and purposes herein
mentioned.

Cecilia A. Moran
Signature of Notary

SEAL

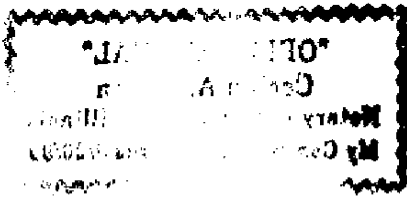
My Commission expires: 8/20/99



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RESOLUTION NO. 96-R-1

The Landwehr Estates Subdivision located west of Landwehr Road just north of Willow Road, is an area that still operates on septic systems. Mr. and Mrs. Cohen purchased 3345 Sunset Trail early last year and annexed into the Village in March, 1995. They have submitted plans for a new home on this large lot. Following standard Village policy, the purchasers and their attorney attempted to secure enough neighbor support for a public sanitary sewer system to be installed under the special assessment process. This effort failed. Following that, the percolation test for installation of a new septic field for their new home also failed.

In order to provide adequate sanitary sewer service to this new home, Village staff has recommended that a license agreement be entered into that allows for a privately owned force main to be placed in Village right-of-way from the new home westerly on Sunset Trail to White Oak Drive then northerly on White Oak Drive to existing sanitary sewer. The license agreement requires that the owner be responsible for all maintenance of the line, accept all liability, agree to their share of a future special assessment, and connect to the eventual public sanitary sewer in front of their home along with removing the force main from Village right-of-way.

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.

A license agreement for 3345 Sunset Trail to install a private force main in Village right-of-way on Sunset Trail and White Oak Drive is hereby approved.

Section 2.

The Village President and Village Clerk are authorized to execute the license agreement in a form approved by the Village Attorney and signed by the legal owners of 3345 Sunset Trail.

Section 3.

The Village Clerk is further authorized to record said license agreement.

PASSED: This 23rd day of January, 1996.

AYES: (6)

NAYS: (0)

/s/ Mark W. Damisch
Village President

ATTEST:

/s/ Lona N. Louis
Village Clerk

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