θ_{i}, θ_{i}

97565480

PREPARED BY:
VILLAGE OF HORTHBROOK
1235 CEDAR LANK
NORTHBROOK, IL 60062

AFTER RECORDING
RETURN TO:
RECORDERS' BOX 337

NON-EXCLUSIVE EASEMENT AGRIEMENT

THIS AGRESMENT is dated an of this 32nd day of April, 1997, by and between the Village of Northbrook, an Illinois home rule municipal corporation (the "Village") and ROBERT M. RETRINGER, Trustee Under The RETRINGER FAMILY TRUST, under agreement dated November 5, 1996, (the "Owner").

th consideration of the mutual covenants and agreements set forth herein and pursuant to the Village's home Evic powers, the parties hereto agree as follows:

1. BACKGROUND.

- A. The Owner is the owner of certain real estate situated at 2324 Catherine Street 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.

3) 476 (

Proberty of Cook County Clark's Office

legally described on Exhibit B (the "Easemont Premises"), to survey, construct, operate, use, maintain, own, test, inspect, repair, remove, and replace or abandon in place (collectively the "Installation") Sanitary Sower & Water Main and any appurtenances thereto (the "Facilities") together with all reasonable rights of ingress and ogress 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 of the facilities in a good and workmanlike manner.

- grants, conveys, and warrants to the Village a temperary construction ensument directly adjacen to the perpetual easement for the Installation of the facilities in, at, ever thong, across and upon that pertian of the Subject Property legally described on Exhibit C (the "Easement Premises"). The Temperary Easement Premises shall be used by the Village only during periods of actual Installation activity and for any necessary restoration of the Sasement Premises.
- 4. HOLD HARMLESS. The Village agrees to held the Owner harmless from all claims, causes of action, suits, damages, or demands that arise directly from the Installation of the Facilities on the Eastment Premises or any restoration of the Eastment Premises and Temperary Fasement Premises.
- 5. RESERVED RIGHT. The Owner retains the right to use the Ensement 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 temperarily improve or obstruct the Essement Premises or cause any improvements or obstructions to

Property of Coot County Clert's Office

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 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.
- VILLAGE YESTORATION. Upon completion of any Installation, the Village agrees to (a. leplace and grade any and all topsoil removed by the Village; (b) restore to tondition 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 LAMP. 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 casements, 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 pursons 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

Property of County Clerk's Office

perpetuities or some analogous statutory provision, (b) the rule contricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such essemble, rights, restrictions, agreements or covenants shall continue only until 21 years after the death of the last survivor of the new living lawful descendants of the President of the United States as of the date of execution of this Agreement.

- 9. ASSIGNMENT OF RIGHTS. The Owner agrees that the Village may assign its rights or delegate its duties under this Agreement to any assigned: (a) we 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 Owne. and the Village.
- 11. 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.

WITNESS:

OWNER(S):

ROBERT M. RETZINGER Trustee Under The RETZINGER CAMILY TRUST,

under aggeement date; November 5, 1996.

Susan names

. .

By:

ATTEST:

VILLAGE OF NORTHBROOK

Violage of Northbrook
Deputy Village Clerk

Village of Northbrook Village Manager

Δ ...

9756545

Property of Cook County Clark's Office

97565480

UNOFFICIAL COPY

ACKNOWLEIXMENTS

では、中国の自動物の

STATE OF ILLINOIS)	SS		
COUNTY OF COOK)		700 a 3 0	
1997 199 - 1811)	III NUIVINGUN	no on	
the Villian Manager o	P. Phis UTLEAGE OF A	ORTHBROOK, an Illinoin m	unicipal
the Villege flork of a	ald municipal corpo	eration.	ering british der direct reg ,
DFFICIAL SEAL }		Sussin A Marnes	
SUSP	AN A NAMES }	Signature of Notary	وهنگيد خون کستيفر ا دهنين وي د کند و
ecours 2 are relabilitative	ALIC, STATE OF ILLINGIS SHOW EXPIRES: 07/27/99		
My Commission expires:		ed t tap did ta ast. 16 julei Mass. nõig gud t kirj ürrijg and iş, p a urjanic ri danisi-tak n	d Phopomerik wader the po 18 der 19 and
er arvo za zaz 15 di-1975 (), umel sprof - 10 di Mille (umvali Passandi in ac breddiffugas dy derlypolos salle), so	printipalitining (State) States Stat	brills with brill back birs. I i will a in a Anna Brill film bedoot s we knows werk van cadhium soninkee ar t	l Management se names think set
	40		
STATE OF ILLINOIS		2	
COUNTY OF COOK)	89	C/	
This instrument was ac	knowlodged before m	on April da	
foregoing instrument	person(s) whose had and who did acks strument, duly aut	mo(s) (in) (are) nularribo nowledge that (he) (une) horized, voluntarily and	(they)
§ OFFICIAI		Susan A	MAMU
SUSAN A NOTARY PUBLIC, 8 MY COMMISSION E	NAMES TATE OF ILLINOIS XPINES:07/27/00	Signature of Notary	ا چھور ہوں سے فوج دو مشہد بور دیکھ میچور
My Commission expires:	deligyspulling gold fileps a diffression objects on the contributions.	و و خدود الله الله الله الله الله الله الله الل	Partie desirible and the art =

EXHIBIT A

Legal Description of Subject Property

THE EAST 150 FEET OF LOT 26 (AS MEASURED ALONG THE NORTH LINE OF SAID LOT) IN NORTHFIELD ACRES, BEING A SUBDIVISION OF THAT PART OF THE NORTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, NORTHBROOK, ILLINOIS.

Commonly Known is 2324 Catherine Street

÷.

Permanort Real Estate Index No. 04-09-400-043

. G .

Property of Cook County Clark's Office

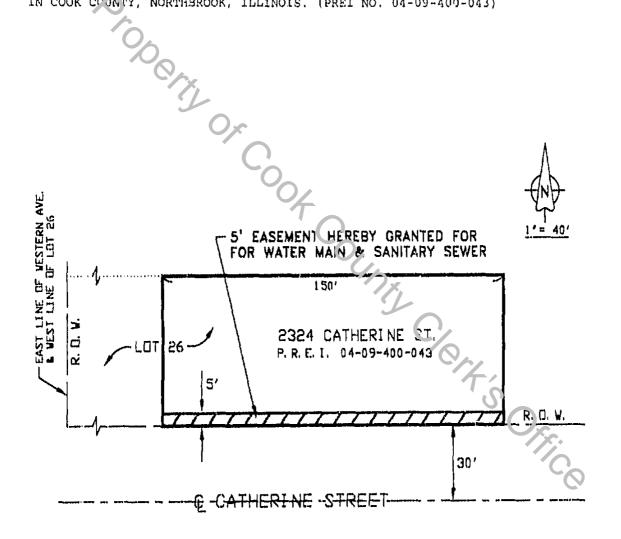
::.

UNOFFICIAL COPY

EXHIBIT B

Legal Description of Easement For Water Main & Sanitary Sewer

THE SOUTH 5 FEET OF THE EAST 150 FEET OF LOT 26 IN NORTHFIELD ACRES, BEING A SUBDIVISION OF THAT PART OF THE NORTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, NORTHBROOK, ILLINOIS. (PREI NO. 04-09-409-043)

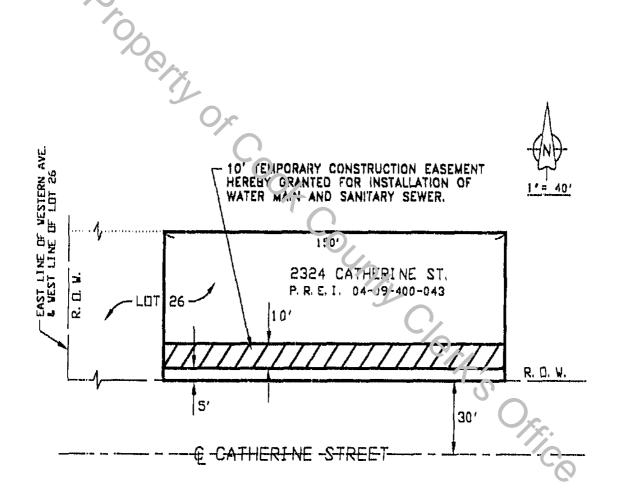


Property of Cook County Clerk's Office

EXHIDIT C

Legal Description of Temporary Construction Easoment For Water Main & Sanitary Sewer

THE MORTH 10 FEET OF THE SOUTH 15 FEET OF THE EAST 150 FEET OF LOT 26 IN MORTHFIELD ACRES, BEING A SUBDIVISION OF THAT PART OF THE MORTH HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, NORTHBROOK, ILLINOIS. (PREI NO. 04-09-400-0/3)



• • • • • •

Property or Coot County Clerk's Office