

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

AFTER RECORDING
RETURN TO:
RECORDERS' BOX 337

De Reg 9-7080404

NON-EXCLUSIVE EASEMENT AGREEMENT

THIS AGREEMENT is dated as of this 22nd day of April, 1997, by and between the Village of Northbrook, an Illinois home rule municipal corporation (the "Village") and ROBERT M. RETZINGER, Trustee Under The RETZINGER FAMILY TRUST, under agreement dated November 5, 1996, (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 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

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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") Sanitary Sewer & Water Main 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 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 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 "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.

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

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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.

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

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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 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 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 and B, ^{and} 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:

Susan Names

OWNER(S): ROBERT M. RETZINGER Trustee
Under The RETZINGER FAMILY TRUST,
under agreement dated November 5, 1996.

By: Robert M. Retzinger

By: _____

ATTEST:

VILLAGE OF NORTHBROOK

Jane Palmer
Village of Northbrook
Deputy Village Clerk

By: [Signature]
Village of Northbrook
Village Manager

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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 as 2324 Catherine Street

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

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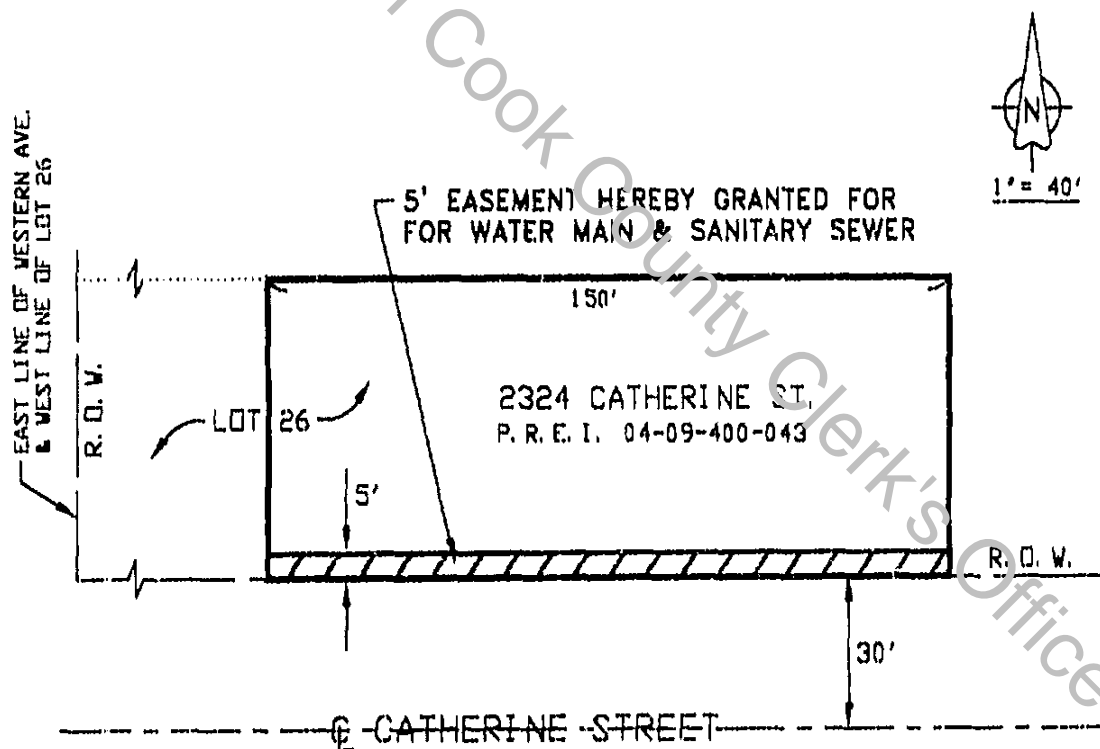
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EXHIBIT B

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. 04-09-400-043)



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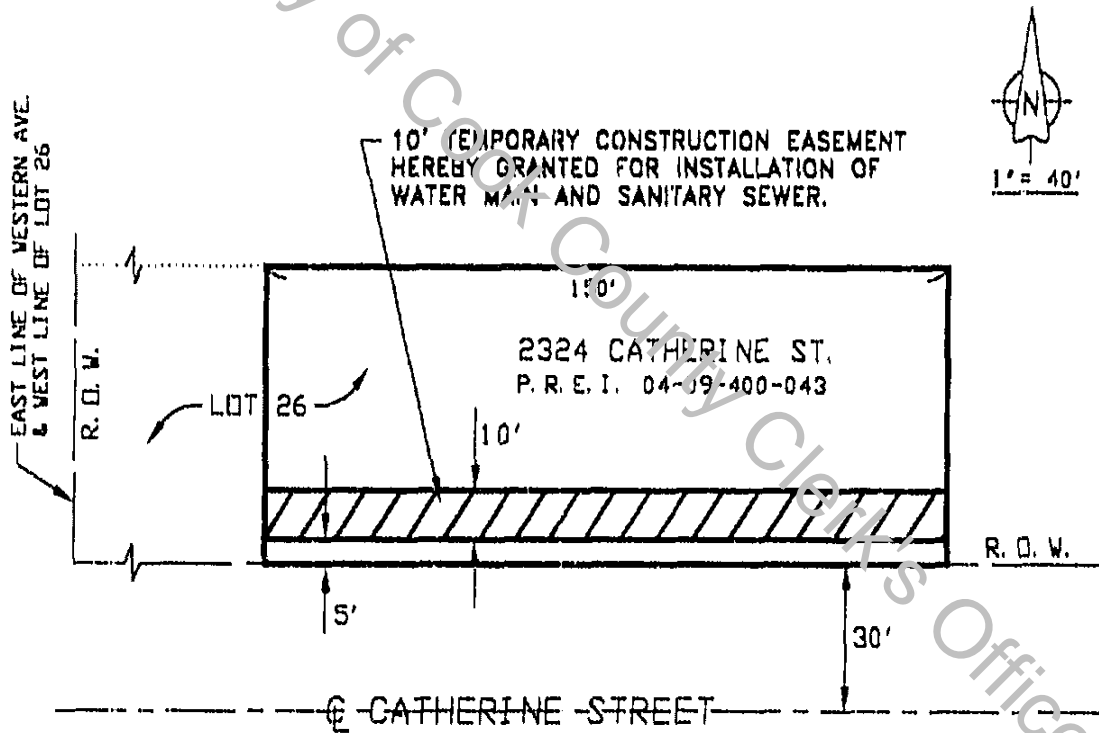
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EXHIBIT C

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

THE NORTH 10 FEET OF THE SOUTH 15 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. 04-09-400-043)



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