

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

EB A

AFTER RECORDING
RETURN TO:
RECORDER'S BOX 337

33
Bill

CENTRAL RECORDING
700 N. WASHINGTON ST. CHICAGO, IL 60610
TEL: 312.467.1000 FAX: 312.467.1001
RECORDER'S BOX 337 - 97-153846

NON-EXCLUSIVE EASEMENT AGREEMENT
STORM SEWER IMPROVEMENTS

THIS AGREEMENT is dated as of this 28th day of February, 1997, by and between the Village of Northbrook, an Illinois home rule municipal corporation (the "Village"), and William James Whitfield and Claudia Whitfield (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 1451 Wescott Road in Northbrook, County of Cook, State of Illinois, which real estate is legally described in Exhibit A (the "Subject Properties").

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 Improvements 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.

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BOX 337

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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.
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 existing condition following 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.
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.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date first above written.

WITNESS:

OWNER(S):

Pat Smith

By: *Wendy Whitfield*

By: *Maudie Whitfield*

ATTEST:

VILLAGE OF NORTHBROOK:

Lora N. Lewis
Village of Northbrook
Village Clerk

By: *John J. [Signature]*
Village of Northbrook
Village Manager

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ACKNOWLEDGMENTS

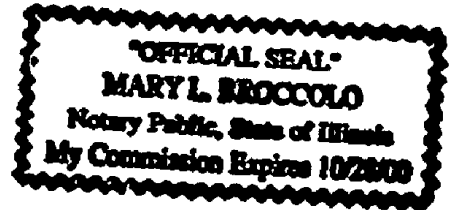
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on February 28
1997, by John Novinson
the Village Manager of the **VILLAGE OF NORTHBROOK**, an Illinois municipal
corporation, and by LEGA LOUIS
the Village Clerk of said municipal corporation.

Mary L. Broccoli
Signature of Notary

SEAL

My Commission expires: _____



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on February 22
1997, by William J. Whitfield and Claudia Whitfield
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.

Susan A. Names
Signature of Notary



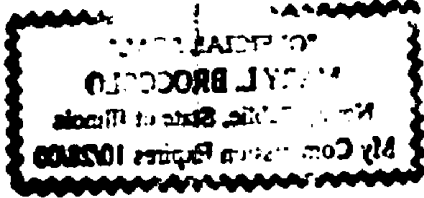
SEAL

My Commission expires: _____

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EXHIBIT A

Legal Description of the Subject Property

LOT 18 IN GREENBRIAR HIGHLANDS SUBDIVISION, IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 22, 1956 AS DOCUMENT NUMBER 1702883.

Commonly Known as: 1451 Wescott Road

Permanent Real Estate Index No.: 04-09-305-013

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EXHIBIT B

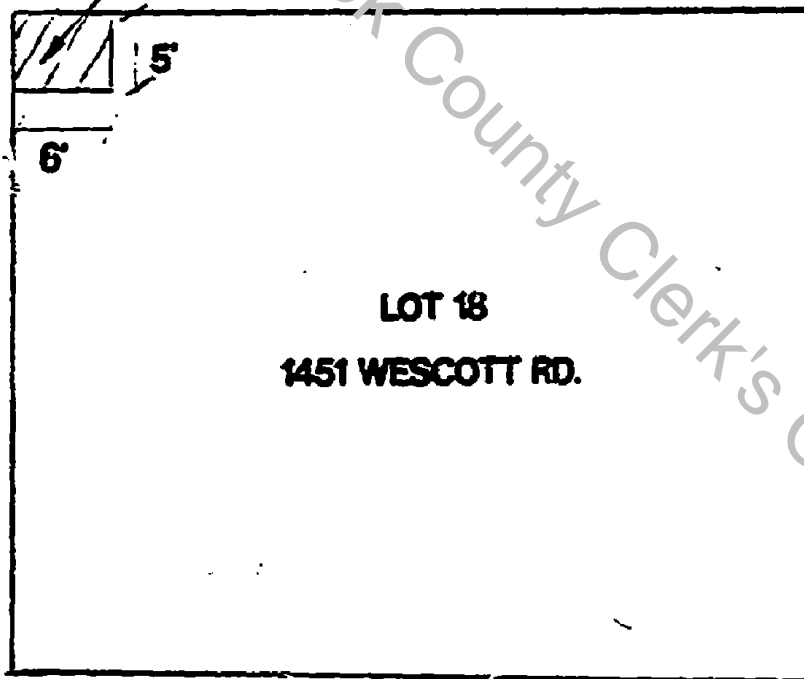
Legal Description of Easement For Storm Sewer Improvements

THE WEST SIX FEET (6') AND THE NORTH FIVE FEET (5') OF LOT 18 IN GREENBRIAR HIGHLANDS SUBDIVISION, IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 22, 1956 & S DOCUMENT NUMBER 1732883.

EASEMENT HEREBY GRANTED FOR
STORM SEWER IMPROVEMENTS



WESCOTT ROAD



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EXHIBIT C

Legal Description of Temporary Construction Easement

THE WEST SIX FEET (6') OF LOT 18 IN GREENBRIAR HIGHLANDS SUBDIVISION, IN THE SOUTH-WEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON OCTOBER 22, 1956 AS DOCUMENT NUMBER 1702883.

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