

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



AFTER RECORDING
RETURN TO:
RECORDER'S BOX 337

NON-EXCLUSIVE EASEMENT AGREEMENT FOR
PUBLIC SIDEWALK

THIS AGREEMENT is dated as of this 9th day of July, 1999, by and between the Village of Northbrook, an Illinois home rule municipal corporation (the "Village"), and Scott & Mary Herrick (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 923 Huckleberry Lane 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 in 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") **Public Sidewalk**, 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 complete the Installation of the Facilities in a good and workmanlike manner.

3. 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.

4. 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.

BOX 337

5. **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.

6. **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, roads, plantings, and improvements that are damaged or removed as a direct result of the Installation; and (c) replace any and all natural grass removed by seeding with a good quality seed.

7. **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.

8. **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.

9. **AMENDMENT.** This Agreement may be modified, amended or annulled only by the written agreement of the Owner and the Village.

10. **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:

Capt Peter

OWNER(S):

By: A. Scott Herrick

By: Mary A. Herrick

ATTEST:

Lona N. Lewis

VILLAGE OF NORTHBROOK:

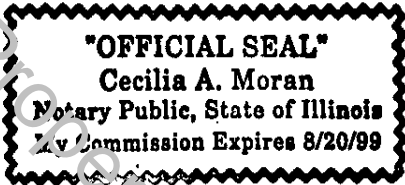
By: [Signature]
Village of Northbrook
Village Manager

Property of Cook County Clerk's Office

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on July 19, 1999, 1999, by John Novinson, the Village Manager of the **VILLAGE OF NORTHBROOK**, an Illinois municipal corporation, and by Lona Louis, the Village Clerk of said municipal corporation.



Cecilia A. Moran
Signature of Notary

SEAL

My Commission expires: _____

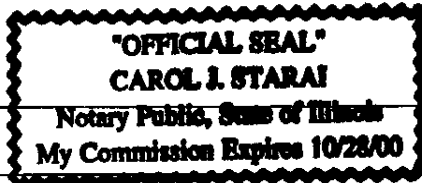
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

This instrument was acknowledged before me on July 902, 1999, by State Mary Herrick, 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.

Carol J. Starai
Signature of Notary

SEAL

My Commission expires: _____



UNOFFICIAL COPY

Property of Cook County Clerk's Office

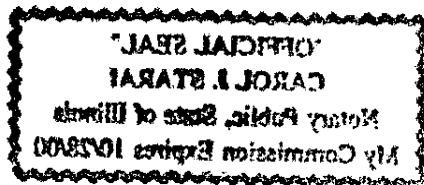
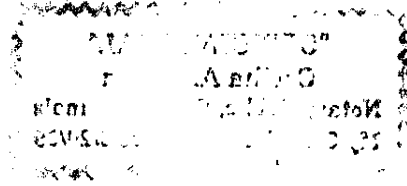


EXHIBIT A

Legal Description of the Subject Property:

LOT 134 IN THE NORTHBROOK KNOLLS, A RESUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, EAST OF THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

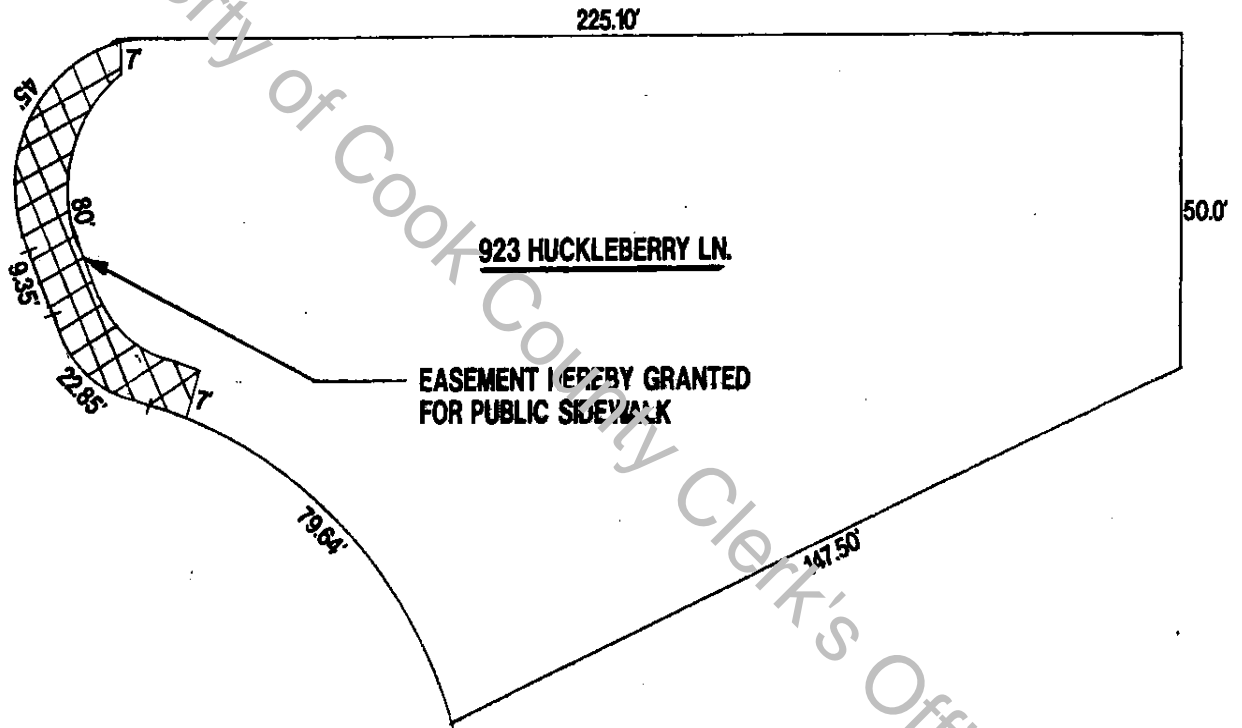
Commonly Known as: 923 Huckleberry Lane

Permanent Real Estate Index No.: 04-09-105-031

EXHIBIT B

Legal Description of Non Exclusive Easement:

THE WEST SEVEN FEET (7') OF OF THE NORTH EIGHTY FEET (80') OF LOT 134 IN THE NORTHBROOK KNOLLS, A RESUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 NORTH, EAST OF THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.



Commonly Known as: 923 Huckleberry Lane

Permanent Real Estate Index No.: 04-09-105-031