



FLAGG CREEK WATER RECLAMATION DISTRICT

RESOLUTION NO. 358

A RESOLUTION APPROVING AN EASEMENT GRANT AND RELATED CONDITIONS PERTAINING TO EASEMENT AREA

WHEREAS, FCWRD operates two (2) sanitary sewers, a sixty inch (60") diameter sewer and one (1) forty-two inch (42") diameter sanitary sewer, with appurtenances thereto (hereinafter the "Sewers") that serve various municipalities in the immediate area of the Village of Western Springs; and

WHEREAS, in order to access, repair, reconstruct, maintain and operate the portions of the Sewers that are located within the corporate limits of the Village and which traverse the Village upon, under and through certain streets, public rights of way and land owned by the Village, it is necessary for FCWRD to obtain permanent, non-exclusive easement rights, privileges and authority from the Village through these Village-owned public rights-of-way hereinafter legally described (the "Easement Areas"); and

WHEREAS, the Village is willing to grant said permanent, non-exclusive easement rights, privileges and authority to FCWRD in order for the FCWRD to access, repair, reconstruct, maintain and operate the Sewers within the corporate limits of the Village traversed by the Sewers, subject to the conditions set forth in the easement grant; and

WHEREAS, the proposed Easement Areas are located within the west half of the southeast quarter, the east half of the southwest quarter, and the east half of the northeast quarter of Section 12, Township 38 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, bounded by on the west by the easterly right-of-way line of the Tollway Authority, on the east by the westerly line of Flagg Creek, on the south by the northerly right-of-way line of 55th Street and on the north by the southerly right-of-way line of 47th Street; and

WHEREAS, The District has successfully negotiated an Easement Agreement (a copy of which is attached) that will allow it to acquire the land rights: to more than five hundred lineal feet at a nominal consideration of \$10.00; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize the Village and the FCWRD to enter into this Agreement with the FCWRD.

NOW THEREFORE BE IT RESOLVED BY THE VICE-PRESIDENT AND BOARD OF TRUSTEES OF THE FLAGG CREEK WATER RECLAMATION DISTRICT AS FOLLOWS:

SECTION 1: The above recitals are incorporated into this Resolution and shall have the same force and effect as though fully set forth herein.

SECTION 2. The Board of Trustees of the Flagg Creek Water Reclamation District accepts the written recommendation of the District Staff to enter into an easement agreement

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with the Village of Western Springs, Illinois to acquire the land rights to approximately 540 lineal feet of land through which its intercepting sewers lie.

SECTION 3. The Intergovernmental Agreement between the Parties is approved in the form of the Intergovernmental Agreement attached to this Resolution as Exhibit A, subject to the Village of Western Springs' execution of the Agreement.

SECTION 4. The Vice-President, the Executive Director and the General Counsel are directed to execute the Intergovernmental Agreement on behalf of the District in substantially the form attached as Exhibit A, and subject to the Village of Western Springs' execution of the Agreement.

SECTION 5: This Resolution shall be in full force and effect upon its adoption according to law

Passed and Approved this 30^h day of March, 2010.

ATTEST: *Marie Schlessinger*
Clerk

Barbara McLaughlin
Vice President

Approved:
Thomas K. Miller
Executive Director

[Signature]
General Counsel

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EASEMENT GRANT AND RELATED CONDITIONS PERTAINING TO EASEMENT AREA

Village of Western Springs – Flagg Creek Water Reclamation District]

This Grant of Easement, dated this 29th day of MARCH, 2010, is made by the Village of Western Springs, a non-home rule municipal corporation, existing and organized under the laws of the State of Illinois (hereinafter the "Village") to and for the benefit of the Flagg Creek Water Reclamation District, a municipal corporation, organized and existing under the laws of the State of Illinois (hereinafter "FCWRD"), 7001 North Frontage Road, Burr Ridge, Illinois 60527 (hereinafter at times referred to as the "Agreement").

WITNESSETH:

WHEREAS, FCWRD operates two (2) sanitary sewers, a sixty inch (60") diameter sewer and one (1) forty-two inch (42") diameter sanitary sewer, with appurtenances thereto (hereinafter the "Sewers") that serve various municipalities in the immediate area of the Village, but the FCWRD and these Sewers do not serve the Village; and

WHEREAS, in order to access, repair, reconstruct, maintain and operate the portions of the Sewers that are located within the corporate limits of the Village and which traverse the Village upon, under and through certain streets, public rights-of-way and land owned by the Village, it is necessary for FCWRD to obtain permanent, non-exclusive easement rights, privileges and authority from the Village through these Village-owned public rights-of-way hereinafter legally described (the "Easement Areas"); and

WHEREAS, the Village is willing to grant said permanent, non-exclusive easement rights, privileges and authority to FCWRD in order for the FCWRD to access, repair, reconstruct, maintain and operate the Sewers within the corporate limits of the Village traversed by the Sewers, subject to the conditions set forth below; and

WHEREAS, the proposed Easement Areas are located within the west half of the southeast quarter, the east half of the southwest quarter, and the east half of the northeast quarter of Section 12, Township 38 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, bounded by on the west by the easterly right-of-way line of the Tollway Authority, on the east by the westerly line of Flagg Creek, on the south by the northerly right-of-way line of 55th Street and on the north by the southerly right-of-way line of 47th Street; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize the Village and the FCWRD to enter into this Agreement with the FCWRD. The Parties find that it is in their mutual best interests to enter into this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by FCWRD to the Village, the receipt of which is hereby acknowledged, and the covenants and conditions hereinafter contained, the Village, as grantor, does agree to sell, grant, transfer and convey to FCWRD, its successors and assigns (as grantee), the permanent, non-exclusive easement rights, permission and authority to repair, reconstruct, maintain and operate the Sewers through the following Easement Areas, hereinafter referred to as:

Parcel 1A – Permanent Easement
Parcel 1B – Permanent Easement

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Parcel 1C – Permanent Easement

(the legal descriptions for each of the Permanent Easements, collectively referred to under the defined term "Easement Areas," are attached hereto and made a part hereof as Group Exhibit "A")

Section 1: Incorporation. The foregoing Recitals are material terms and provisions of this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.

Section 2: Easements, Covenants and Conditions to Run With the Land.

A. FCWRD agrees to fulfill and comply with all of the terms, conditions and provisions and other obligations set forth in this Agreement as well as the attached Exhibits.

B. The easement rights, covenants and conditions and other obligations set forth in this Agreement shall run with the land referred to herein as the Easement Areas even if the land is consolidated, subdivided or all or some portion thereof is sold, leased or otherwise transferred at some future date, unless the parties mutually consent to the termination or modification of the easements, covenants and conditions and other obligations set forth herein. The easement rights, covenants and conditions and other obligations set forth in this Agreement shall be binding upon and enforceable against all successors in title or interest, grantees, successor owners, representatives, transferees and assigns of the Easement Areas, or any portion thereof.

C. The Village declares and grants the following permanent, non-exclusive easement over, under, across, in and upon the entire Easement Areas for the limited purpose of allowing the FCWRD to access, repair, reconstruct, maintain and operate the Sewers, subject to the terms, conditions and provisions of this Agreement. The easement rights granted by the Village do not include the air rights over the Easement Areas and the installation of any structures or improvements (above ground or below ground) that would interfere with the current or intended operation of the Village's public rights-of-way and intended and permitted users of such public rights-of-way are prohibited. The Sewers are located within the Easement Areas as shown on a Plat of Survey (Sheets 1 through 5) dated June 23, 2008 and prepared by Dale V. Weaver of the RJN Group, Inc. The Plat of Survey is the attached hereto as Exhibit "B" and made a part hereof. The easement rights granted by the Village hereunder also do not include the right of the FCWRD to install or to allow any other person or company to install other types of non-sewer related improvements or equipment of any kind (e.g., fiber optic cables or telecommunication lines and wires cannot be installed by the FCWRD or any other person or company on behalf of or relying on the FCWRD's easement rights) in the Easement Areas. In addition, the FCWRD shall not convert or use the Sewers in the Easement Areas for any other use or purpose other than as a conveyance for sanitary sewage.

D. In consideration of the grant of the permanent, non-exclusive easement rights herein contained, the FCWRD agrees to fulfill and comply with all of the provisions and other obligations set forth in this Agreement and the following conditions:

(1) The FCWRD, at its sole expense, shall repair, reconstruct, maintain and operate the Sewers.

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(2) The FCWRD expressly assumes all responsibility for, and shall defend, indemnify, save and hold harmless, the Village and its officers, appointed and elected officials, president and trustees, agents, employees, volunteers, attorneys, representatives and assigns (the "Village Affiliates") from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to negligence of the FCWRD, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said FCWRD, its officers, agents and/or employees arising out of or in performance of its obligations under this Agreement or any repair, reconstruction, maintenance and operation of the Sewers or activities or work of any kind performed by, for or on behalf of the FCWRD by any person or for any improvements made or placed under, in, across, upon or to the Easement Areas pursuant to this Agreement, including but not limited to any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree of any kind. The Village shall give written notice to FCWRD of the commencement of such action, suit or suits, and thereafter the FCWRD shall assume the defense thereof. The FCWRD shall defend, indemnify and hold harmless the Village from any claims for mechanics' liens or material or supplier liens by reason of any repair, reconstruction, maintenance and operation activities or work of any kind or for any improvements made or placed under, in, across, upon or to the Easement Areas by the FCWRD and shall pay said lien claims before they are filed against title to the Village's property or shall contest such filed lien claims in the appropriate court venue and pay any judgment or settlement regarding the same.

(3) The FCWRD releases and waives any claims, demands, causes of action, judgments, liabilities and losses of any kind which the FCWRD might have against the Village and its Village Affiliates with respect to any injuries, loss or damage to the Sewers or any person which has resulted because of the soil conditions or the physical, environmental and structural condition of the Easement Areas, including the cost of any environmental remediation of hazardous waste or other environmental contamination, whether present now or released in the future, in, on or under the Easement Areas, except for the cost of remediating hazardous waste or other environmental contamination released by the Village or its Affiliates prior to or after the effective date of this Agreement. The parties will, to the extent that any such legal obligation exists, inform and warn workers and any other persons working in the Easement Areas of the soil conditions or physical, environmental and structural condition of the Easement Areas and of any potential health and/or safety risk.

(4) In the event the Sewers are abandoned or taken out of operation, the easement rights granted hereunder shall automatically terminate without notice or further action by either party. If the Sewers are abandoned or taken out of operation, the FCWRD, at its sole cost, agrees to take all necessary and reasonable steps, as determined and approved by the Village Engineer, to send written notification to the Village of the abandonment or discontinuation of use of the Sewers; and either (i) remove the Sewers and then back-fill any trenches or voids in subgrade areas with Village Engineer-approved material and restore the above grade areas where such Sewers are removed to their prior original condition, or (ii) fill the Sewers in place with material, approved by the Village Engineer, that will eliminate the risk of collapse.

(5) The FCWRD shall, at its own expense, make such changes in the location of street lighting or electric wires of the Village as may be rendered necessary by any work that may be required to the Sewers, provided that the plans for such changes are approved by the Village Engineer prior to commencing work. The approval of such plans by the Village Engineer shall not be unreasonably withheld.

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(6) The FCWRD shall, at its own expense, install all such safety devices and traffic control signals or signs as may become necessary and required by the Village Engineer for the public convenience, health and safety as a result of any lane closures, routing or rerouting of traffic caused by any required work on the Sewers.

(7) The Sewers shall be repaired, reconstructed, maintained and operated solely by FCWRD, at its own expense, and the Village shall not be held responsible in any manner of reconstruction, repair, maintenance or operation of the Sewers.

(8) The FCWRD shall, at its own expense, restore to their former condition of usefulness the pavements of all streets, public alleys, highways and parkways as well as all other structures, shrubs, sod and trees which may be disturbed or interfered with or damaged by repair, reconstruction, maintenance, operation, abandonment, discontinued use or removal of the Sewers as well as all walks, crosswalks, curbs, gutters, catch basins and ditches as soon as practical. All surplus excavation and other spoil shall be removed from the work site by the FCWRD as soon as practical and shall not be stored in a manner that creates a nuisance or safety hazard.

(9) The FCWRD or its Affiliates, at their own expense, may use, for any work or operations of the Sewers, any their own motor trucks, excavators, hoisting engines or any other required equipment that may be necessary for the completion of said work or related operations.

(10) Upon submittal of a completed application, the Village agrees to issue all licenses and permits to the FCWRD or to its Affiliates without charging any permit or license fees and without delay for work to be performed under this Agreement. In order to do work within the Easement Areas, upon written request, FCWRD or its Affiliates may temporarily connect to and utilize any existing hydrant to access all water needed in the performance of said work; provided, however, that the water connection and usage may be terminated by the Village Manager, in his discretion, in the event that the water connection negatively impacts or presents a hazard to the Village's ability to supply water to its water service customers. The Village shall not have any obligation to provide water to the FCWRD or its Affiliates if the Village Manager determines, in his sole discretion, that such water supply would jeopardize its own water needs, or its ability to supply water to its water service customers. The FCWRD or its Affiliates agree to pay for the water supplied by the Village at the regular rate charged by the Village to its water service consumers, all said water to be measured through meters furnished by the Village at a reasonable rental rate.

(11) The FCWRD or its Affiliates shall notify the Village of any interruption in utility services to residents of the Village to be caused by any work performed under this Agreement. Such written notice shall be made at least twenty-four (24) hours before the interruption is to occur. In case of an emergency interruption in utility services caused by FCWRD or its contractors during such work, the Village shall be notified immediately of the interruption of utility services caused by FCWRD or its contractors, and FCWRD and/or its contractors, at their own expense, shall take all commercially reasonable actions necessary to promptly restore the interrupted utility services immediately and provide temporary utility services, if necessary.

(12) The FCWRD and its Affiliates shall be held responsible for any damage that may result to infrastructure improvements of any kind, water mains, water lines, sanitary sewers and storm sewers of the Village or residents and any other utilities of any kind located within the Easement Areas as a consequence of any work performed by the FCWRD and/or its Affiliates under this Easement Agreement and the damaged infrastructure improvements, water mains,

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water lines, sanitary sewers and storm sewers and any other utilities located shall be replaced or repaired immediately by the FCWRD or its Affiliates, subject to approval of the Village Engineer. All costs and expense incurred by the Village or the residents or the utilities relative to or arising out of such damages will be paid for by FCWRD or its contractors.

(13) The FCWRD shall retain the rights, privileges and authority to repair, maintain, reconstruct and operate the Sewers within the public rights-of-way of the Village traversed by said Sewers and, should the Village abandon, change, alter or vacate the public rights-of-way traversed by said Sewers, the FCWRD shall retain its existing rights under this Easement Agreement without the need to relocate its Sewers.

(14) The FCWRD, at its expense, agrees to repair, maintain, reconstruct and operate the Sewers and all related infrastructure (above and below grade) improvements, so that said Sewers (a) perform or operate as designed, (b) are maintained on an as-needed basis to remain in a safe and good working condition, and (c) continue to conform to the applicable laws, regulations and requirements of the federal, state, county and local governments and any governmental regulatory agencies, including the Municipal Code of the Village of Western Springs (Title 8, Chapter 6 (Sewer Service Regulations), Title 8, Chapter 11 (Standards For Construction of Utility Facilities On Rights-of-Way), Section 10-10-8 (Easements), and Section 10-10-9 (Sewer and Water System)) and any manufacturers' design specifications and accepted industry standards.

(15) The FCWRD agrees that the Village has a right of access to the non-exclusive easement created by this Agreement for entry and access over, under, across, in and upon all parts of the Easement Areas for purposes of providing the Village, in its sole discretion, with the right but not the obligation or duty to perform such maintenance, repair and replacement work to the Sewers in order to protect the health, welfare and safety of the public and to ensure that the Sewers continue to operate as designed along with the right to recover the cost of such work directly from the FCWRD and all successors in title or interest, grantees, successor owners, representatives, transferees and assigns. Prior to performing any such work, in non-emergency circumstances, the Village shall provide FCWRD with not less than five (5) days written notice of any perceived need for such work to the sewers. If the FCWRD fails to take action to perform such work within the five (5) day period, then the Village shall provide FCWRD with five (5) days written notice of its intent to perform such work, and the date upon which it intends to begin the work. If FCWRD submits a reasonable schedule for performance of the work within the second five (5) day period, then the Village shall take no action on its part to perform such work. In emergency circumstances affecting the public health, safety and welfare, the Village shall provide FCWRD with written notice as soon as practicable upon learning of the emergency circumstance(s) and, if FCWRD is unable to respond to remedy the emergency circumstance(s), the Village reserves the right but not the obligation or duty to perform or have its contractor perform such remedial work. If FCWRD submits a reasonable schedule for performance of the remedial work to the Village, then the Village shall take no action on its part to perform such work. The FCWRD shall reimburse the Village for the cost of any such work upon demand. The FCWRD, at its cost, shall repair pavement, concrete, landscaped areas or other areas damaged by the FCWRD or its contractors that perform such future installation, maintenance, repair and replacement work.

E. **Hazardous Substances.** From the effective date of this Agreement, the FCWRD agrees: (i) to operate, maintain and manage the Sewers (including the groundwater thereunder) in the ordinary course of business; (ii) that the Sewers will comply in all respects, and will remain in compliance, with all applicable federal, state, regional, county and local laws, statutes,

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rules, regulations or ordinances concerning public health, safety or the environment, and all "Environmental Laws" (as defined below); and (iii) to maintain existing insurance on the Sewers.

(1) **No Knowledge of the Presence of Hazardous Materials.** The FCWRD has no actual or constructive knowledge of: (i) the presence of any Hazardous Materials on, under or in the Easement Areas (including the groundwater thereunder); (ii) any spills, releases, discharges or disposal of Hazardous Materials that have occurred or are presently occurring on or onto the Easement Areas (including the groundwater thereunder); (iii) any spills or disposal of Hazardous Materials that have occurred or are occurring off the Easement Areas (including the groundwater thereunder) as a result of any construction on or under the Easement Areas or operation and use of the Sewers (including the groundwater thereunder); (iv) the presence of any equipment containing polychlorinated biphenyl ("PCB"); or (v) the presence of any asbestos in use or on or under the Easement Areas.

(2) **No Knowledge of Violations; Definitions.** To the best knowledge and belief of the FCWRD, the Easement Areas has never been used as a landfill, open dump or a waste dump, or for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical material substance or waste. The FCWRD has not received any notice of the Easement Areas or its Sewers (including the groundwater thereunder) being in violation any Environmental Laws. For purposes of this Agreement, the phrase "Environmental Laws" shall mean any federal, state, county or local law, statute, ordinance, order, decree, rule or regulation (including but not limited to judicial orders, administrative orders, consent agreements and permit conditions) relating to releases, discharges, emissions or disposals to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use, handling, storage or disposal of polychlorinated biphenyls, asbestos or urea formaldehyde, to the treatment, storage, disposal or management of Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq. ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. ("RCRA"), the Toxic Substances Control Act, 15 U.S.C. §2601, et seq. ("TSCA") the Occupational, Safety and Health Act, 29 U.S.C. §651, et seq., the Clean Air Act, 42 U.S.C. §7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Safe Drinking Water Act, 42 U.S.C. 300f, et seq., and §3001, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq. ("HMTA"), the Clean Water Act, 33 U.S.C. §1251, et seq., the Uranium Mill Tailing Radiation Control Act, 42 U.S.C. §655, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 42 U.S.C. §136, et seq., the National Environmental Policy Act, 42 U.S.C. §4321, et seq., the Noise Control Act, 42 U.S.C. §4901, et seq., the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. §4821, et seq., the Department of Housing and Urban Development Act, 42 U.S.C. 3531, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, et seq. ("EPCRA"), and the Illinois Environmental Protection Act, and other comparable federal, state, county or local laws and all rules, regulations and guidance documents promulgated pursuant thereto or published thereunder, as any or all of the foregoing may from time to time be amended, supplemented or modified. For the purposes of this Agreement, the phrase "Hazardous Materials" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under Environmental Laws or the release of which is regulated under Environmental Laws. Without limiting the generality of the foregoing, the term "Hazardous Materials" will include: "hazardous substances" as defined in CERCLA; "extremely hazardous substances" as defined in EPCRA; "hazardous waste" as defined in RCRA; "hazardous materials" as defined in HMTA; "chemical substance or mixture" as defined in TSCA; crude oil, petroleum and petroleum products or any fraction thereof (including "petroleum" as that term is defined in 42 U.S.C. §6991(8)); radioactive materials including

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source, by-product or special nuclear materials; asbestos or asbestos-containing materials; and radon.

(3) **Notice of Violations.** With respect to the Easement Areas (including the groundwater thereunder), if the FCWRD shall (i) receive notice that any violation of any federal, state, county or local Environmental Law, health or safety law or regulation may have been committed or is about to be committed with respect to the Easement Areas (including the groundwater thereunder), (ii) receive notice that any administrative or judicial complaint or order has been filed or is about to be filed alleging violations of any federal, state, county or local Environmental Law or regulation or requiring FCWRD to take any action in connection with the release of any Hazardous Materials into the environment, (iii) receive any notice from a federal, state, county or local governmental agency or private party alleging that the FCWRD may be liable or responsible for costs associated with a response to or cleanup of a release of any Hazardous Materials into the environment or any damages caused thereby, (iv) receive any notice that the FCWRD is subject to federal, state, county or local investigation evaluating whether any remedial action is needed to respond to the release of any hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, or (v) receive any notice that the Easement Areas or assets of the FCWRD are subject to a lien in favor of any governmental entity for any liability under the federal, state, county or local Environmental Laws or regulations or damages arising from or costs incurred by such governmental entity in response to a release of a hazardous or toxic waste, substance or constituent, or other Hazardous Materials into the environment, then the FCWRD shall promptly provide the Village with a copy of such notice, and in no event later than ten (10) days from the FCWRD's receipt thereof.

(4) **No Other Proceedings or Orders.** There are no proceedings pending or, to the best knowledge and belief of the FCWRD, threatened against or affecting the FCWRD in any court or before any governmental authority or arbitration board or tribunal which, if adversely determined, would materially and adversely affect the Easement Areas as a consequence of the presence or operation of the Sewers. The FCWRD is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal, which default would materially and adversely affect the Easement Areas as a consequence of the presence or operation of the Sewers.

(5) **Indemnification.** The FCWRD covenants and agrees, at the FCWRD's sole cost and expense, to unconditionally indemnify, defend and hold the Village, its elected and appointed officials, president and trustees, officers, servants, employees, volunteers, agents, successors and assigns (collectively "Village Affiliates"), both in their capacities as Village representatives and as individuals, harmless from and against any loss, actions, responsibilities, obligations, liability, damage (whether direct or consequential), expenses, claims (whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future), penalties, fines, injunctions, suits, proceedings, disbursements or expenses, (including, without limitation, attorneys' and experts' fees and disbursements and court costs) (collectively, the "Liabilities"), arising under or relating to any Environmental Laws, or any other Liabilities which may be incurred by or asserted against the Village or any of the Village Affiliates directly or indirectly resulting from the presence of Hazardous Material on or in the Easement Areas (including the groundwater thereunder) and/or any condition of any property (including but not limited to the soil conditions or the physical, environmental and structural condition of the Easement Areas or groundwater) or surface water alleged to have been caused by the migration, transportation, release or threatened release of Hazardous Materials by on or from the Easement Areas (including the groundwater thereunder); provided, however, this indemnification applies only to Hazardous Materials which exist now or are placed on, in or under the Easement Areas as a consequence of the presence or operation of the Sewers or the acts or omissions of the FCWRD or its officials, agents, employees,

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representatives, successors-in-interests, contractors, subcontractors or any person performing acting or performing any work for or on behalf of the FCWRD (the "FCWRD's Affiliates"). The above indemnification also extends to any losses, liabilities, damages, expenses, demands or claims which may be incurred by or asserted against the Village and its Village Affiliates by any person, including any workers performing work within the Easement Areas for or on behalf of the FCWRD arising out of the soil conditions or the physical, environmental and structural condition of the Easement Areas, provided such loss, liability, damage, expense, demand or claim is the result of any act or omission of the FCWRD or its Affiliates or the presence or operation of the Sewers.

(6) **Defense.** The FCWRD shall assume the expense of defending all suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this Agreement. In the event that the Village or any of the Village Affiliates is/are named as a defendant(s) in any lawsuit arising out of the matters to be indemnified under this Agreement, the Village and/or any of the Village Affiliates shall have the right to choose the attorney(s) who represent(s) them in said lawsuit, and the reasonable costs, expenses and fees associated with said attorney(s) in relation to said lawsuit shall be paid by the FCWRD pursuant to the indemnification provisions herein. The FCWRD shall pay, promptly upon entry, any nonappealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any nonappealable fines, penalties or agreed settlements arising out of the matters to be indemnified under this Agreement. In the event that such payment is not made, the Village or any Village Affiliate, at their sole discretion, may proceed to file suit against the FCWRD to compel such payment. The FCWRD also agrees that it will not settle or compromise any action, suit or proceeding that impacts the Easement Areas or the Village's interests without the Village's prior written consent, which consent shall not be unreasonably withheld.

(7) **Remediation; Costs.** The FCWRD, at its sole cost, agrees to pay for all costs and expenses relating to or associated with any professional environmental remediation assessments, chemical, soil, groundwater and air testing of any kind, soil and groundwater treatments, and clean-up, removal and disposal costs and expenses and payment of reasonable fees and expenses of the Village's environmental consultant, engineer(s) and attorney(s) incurred by the Village relative to or associated with any "Release" of "Hazardous Materials" (as those terms are defined herein) or any other environmental contamination of any kind, including but not limited to sanitary sewage or any materials conveyed by the Sewers, that is released on, in, under or across any land located within the Village, including the Easement Areas, as a result of the presence or operation of the Sewers or any act or omission of the FCWRD, FCWRD's Affiliates, its contractors or subcontractors or any person or company performing any work or task for or at the request of the FCWRD. Promptly following completion of any actions imposed upon the FCWRD under any Environmental Laws, the FCWRD shall obtain and deliver to the Village an environmental report in form and substance acceptable to the Village from an environmental consultant acceptable to the Village, stating that all required action has been taken, and that upon completion of such action, the Easement Areas is, to the knowledge of such professional, then in compliance with all applicable Environmental Laws.

(8) **Duration of Indemnity.** Notwithstanding any other provision in this Agreement to the contrary, the duration of the indemnification hereunder shall be indefinite with respect to the existence of any environmental pollution or Hazardous Materials existing on, in or under the Easement Areas (including the groundwater thereunder) that have been released by the FCWRD or its Affiliates or as a consequence of the presence or operation of Sewers at any time. Notwithstanding the foregoing, this Agreement shall not be construed to impose liability on the FCWRD for Hazardous Materials placed, released or disposed of on the Easement Areas (including the groundwater thereunder) through no fault of FCWRD or its Affiliates.

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(9) **Payment of Village's Expenses.** In any pending or threatened litigation, contest, dispute, suit or proceeding (whether instituted by the Village, the FCWRD or any other party, including any governmental agency charged with enforcement of any Environmental Law) in any way relating to this Agreement and the indemnification described herein, or to enforce the indemnification hereunder or, if the Village has a reasonable basis to believe that a violation of the Environmental Laws exists in regard to the Easement Areas (including the groundwater thereunder), the Village shall have the right to retain counsel and environmental sciences consultants of its own choice for advice or other representation without affecting or otherwise impairing the indemnification hereunder and all payment obligations and liabilities arising from such services shall be payable by the FCWRD within thirty (30) days of demand.

(10) **No Waiver.** The FCWRD's obligations hereunder shall in no way be impaired, reduced or released by reason of the Village's omission or delay to exercise any right described herein or in connection with any notice, demand, warning or claim regarding violations of any Environmental Laws governing the Easement Areas (including the groundwater thereunder).

(11) **Inconsistent Provisions.** The FCWRD's liability hereunder shall not be limited by the other provisions contained in the Agreement, and the FCWRD agrees that the indemnification contained herein is separate from, independent of and in addition to FCWRD's other undertakings under the Agreement.

(12) **Successors and Assigns.** The indemnification contained in this Agreement shall be continuing, irrevocable and binding on the FCWRD and the FCWRD's respective successors and assigns, and this Agreement shall be binding upon and shall inure to the benefit of the Village and the Village's successors and assigns.

Section 4: Construction and Plans. The FCWRD agrees to construct all new Sewers within the Easement Areas in accordance with all applicable laws, ordinances and regulations, including the Village Code provisions and the regulations of all governmental regulatory agencies and all construction, design and engineering plans, specifications and permits shall be approved by the Village and any required governmental regulatory agencies. Approval shall not be unreasonably withheld. The FCWRD, at no charge, agrees to provide the Village with one (1) set of complete, updated "as-built" engineering plans for the Sewers at the time of execution of this Agreement and then upon completion of any work that involves the installation of new Sewers or the relocation of existing Sewers.

Section 5: No Negative Impact on Finished Grades or Village's Infrastructure. No change shall be made in the finished grade of the Easement Areas nor shall any budding or outer structure, pavement or plant material (other than grass or ground cover) of any kind whatsoever be placed or permitted to exist in the Easement Areas that might materially affect the proper management, operation or continued maintenance of any Village infrastructure or stormwater facility or impede stormwater drainage in or on Easement Areas or noticeably reduce the stormwater detention or retention capacity of any Village stormwater facility. No work of the type described in the preceding sentence shall be commenced prior to submission to, and approval by, the Village Engineer of sufficient documentation, prepared by a registered professional engineer, to demonstrate that such work will not violate the prohibitions of the preceding sentence.

Section 6: FCWRD's Opportunity to Cure Violations. In the event that the covenants and conditions of this Agreement have been violated or that proper operation of the Village infrastructure or stormwater facilities is not occurring in the Easement Areas at any time as a consequence of work performed or being performed by the FCWRD or its Affiliates, the Village, after forty-eight (48) hours prior written notice to the FCWRD and a failure to cure the violation, may, but shall not be obligated to, enter upon any or all of the Easement Areas for the purposes

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of (a) correcting any violation of this Agreement and (b) performing maintenance work on and to the Village's infrastructure or stormwater facilities.

Section 7: Reimbursement of Village Costs. In the event that the Village shall cause to be performed any work pursuant to this Agreement, the Village shall have the right to charge the FCWRD an amount sufficient to defray the entire cost of such work, including administrative costs, either before or after such cost is incurred. The amount so charged shall be paid by the FCWRD within thirty (30) days following a demand in writing by the Village for such payment.

Section 8: No Dedication of Land. Nothing in this Agreement shall be construed to constitute a dedication or conveyance of any portion of the Sewers, or an acceptance thereof, by the Village.

Section 9: Notices. Any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via email, telecopy or facsimile transmission; or (d) three (3) calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

All notices to the Village and FCWRD hereunder shall be directed to:

Village of Western Springs	Flagg Creek Water Reclamation District
Mr. Patrick R. Higgins Village Manager 740 Hillgrove Avenue Western Springs, Illinois 60558 (708) 246-1800 ext. 169 (708) 246-0284 (facsimile) phiggins@wsprings.com	Mr. Thomas K. O'Conner Executive Director Flagg Creek Water Reclamation District 7001 North Frontage Road Burr Ridge, Illinois 60527 (630) 468-6112 (630) 323-4230 (facsimile)

Section 10: Construction and Governing Law. Construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois. The Parties acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. Neither Party, by entering into this Agreement, waives any immunity provided by local, state or federal law. Enforcement of this Agreement may be sought by either Party by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision of the Agreement, either to restrain violation, to compel affirmative action, or to recover damages.

Section 11: Assignment. This Agreement shall be binding upon and inure to the benefit of the successors of the Parties as if each was a party to this Agreement.

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Section 12: Recording. This Agreement shall be recorded by the Village with the Office of the Cook County Recorder of Deeds at the Developer's expense. A copy of the recorded Agreement shall be mailed via certified U.S. mail to ~~the Developer~~ Flagg Creek Water Reclamation District.

IN WITNESS WHEREOF, the Parties have take the appropriate corporate action to approve this Easement Agreement, the authorized officials of each Party have executed this Agreement, consisting of _____ pages, including the attached Exhibits, in quadruplicate, and this Agreement becomes effective on the date the last signatory executes the Agreement below and said effective date shall be written above at Page 1.

<p>Village of Western Springs</p> <p><i>William T. Rodeghier</i></p> <p>William T. Rodeghier Village President</p> <p>Date: <u>April 13</u>, 2010.</p> <p>ATTEST:</p> <p><i>Jeanne M. Jasica</i></p> <p>Jeanne M. Jasica Village Clerk</p> <p>Date: <u>April 13</u>, 2010.</p>	<p>Flagg Creek Water Reclamation District</p> <p><i>Barbara McGoldrick</i></p> <p>Barbara McGoldrick Vice President</p> <p>Date: <u>MARCH 30th</u>, 2010.</p> <p>ATTEST:</p> <p><i>Mariel Schlesinger</i></p> <p>Mariel Schlesinger Clerk</p> <p>Date: <u>MARCH 30</u>, 2010.</p>
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Group Exhibit "A"

Legal Descriptions for

Parcel 1A – Permanent Easement (attached)

Parcel 1B – Permanent Easement (attached)

Parcel 1C – Permanent Easement (attached)

Property of Cook County Clerk's Office

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EASEMENT GRANT 1A

THIS GRANT OF EASEMENT, MADE THIS 29th DAY OF March, A.D. 2010, FROM THE VILLAGE OF WESTERN SPRINGS, A MUNICIPAL CORPORATION, EXISTING AND ORGANIZED UNDER THE LAWS OF THE STATE OF ILLINOIS (HEREINAFTER TERMED THE "VILLAGE") TO FLAGG CREEK WATER RECLAMATION DISTRICT, A MUNICIPAL CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS (HEREINAFTER TERMED "FCWRD"), 7001 FRONTAGE ROAD, BURR RIDGE, ILLINOIS 60527.

WITNESSETH THAT:

WHEREAS, FCWRD OPERATES TWO SANITARY SEWERS, A 60" SEWER AND 42" SEWER, WITH APPURTENANCES THERETO, (HEREINAFTER TERMED THE "SEWERS") THE SAME TO BE AN INTEGRAL PART OF THE OPERATIONS OF FCWRD SERVICING VARIOUS MUNICIPALITIES IN THE IMMEDIATE AREA EXCEPTING THE VILLAGE; AND,

WHEREAS, IN ORDER TO REPAIR, RECONSTRUCT, MAINTAIN AND OPERATE THE SEWERS WITHIN THE CORPORATE LIMITS OF THE VILLAGE TRAVERSED BY THE SEWERS, IT IS NECESSARY FOR FCWRD TO OBTAIN PERMANENT EASEMENTS, RIGHTS, PRIVILEGES, AND AUTHORITY FROM THE VILLAGE THROUGH CERTAIN PUBLIC RIGHTS-OF-WAY HEREINAFTER DESCRIBED; AND,

WHEREAS, THE VILLAGE IS WILLING TO GRANT SAID PERMANENT EASEMENTS, RIGHTS, PRIVILEGES AND AUTHORITY TO FCWRD UPON THE TERMS AND CONDITIONS HEREIN SET FORTH OVER, UPON, UNDER AND THROUGH THE SAID PUBLIC RIGHTS-OF-WAY; AND,

WHEREAS, THE AREA IN QUESTION IS LOCATED WITHIN THE WEST HALF OF THE SOUTH EAST QUARTER, THE EAST HALF OF THE SOUTH WEST QUARTER, AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION TWELVE, TOWNSHIP THIRTY-EIGHT NORTH, RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS BOUNDED BY ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF THE TOLLWAY AUTHORITY, ON THE EAST BY THE WESTERLY LINE OF FLAGG CREEK, ON THE SOUTH BY THE NORTHERLY RIGHT-OF-WAY LINE OF 55TH STREET AND ON THE NORTH BY THE SOUTHERLY RIGHT-OF-WAY LINE OF 47TH STREET.

NOW THEREFORE, IN CONSIDERATION OF THE SUM OF TEN DOLLARS AND NO/100 (\$10.00) IN HAND PAID BY FCWRD TO THE VILLAGE THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND THE COVENANTS AND CONDITIONS HEREINAFTER CONTAINED, THE GRANTORS DO HEREBY BARGAIN, SELL, GRANT, TRANSFER AND CONVEY TO FCWRD ITS SUCCESSORS, AND ASSIGNS THE PERMANENT EASEMENTS, RIGHTS, PERMISSION, AND AUTHORITY TO REPAIR RECONSTRUCT, MAINTAIN, AND OPERATE THE SEWERS THROUGH THE FOLLOWING PUBLIC RIGHTS-OF-WAY PREMISES HEREINAFTER REFERRED TO AS:

PARCEL 1A - PERMANENT EASEMENT

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PARCEL 1B – PERMANENT EASEMENT
 PARCEL 1C – PERMANENT EASEMENT
 (FOR LEGAL DESCRIPTIONS, SEE INSERTED PAGES 2A, 2AA, AND 2AAA)

IN CONSIDERATION OF THE GRANT OF THE PERMANENT EASEMENTS, RIGHTS, PRIVILEGES AND AUTHORITY HEREIN CONTAINED, THIS EASEMENT GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

FIRST: SAID PART OF THE SEWERS SHALL BE REPAIRED, RECONSTRUCTED, MAINTAINED AND OPERATED THROUGH THE PERMANENT EASEMENT PREMISES DESCRIBED HEREIN, AT THE SOLE EXPENSE OF FCWRD.

SECOND: FCWRD EXPRESSLY ASSUMES ALL RESPONSIBILITY FOR, AND SHALL INDEMNIFY, SAVE, AND KEEP HARMLESS THE VILLAGE AGAINST ANY LOSS, DAMAGE, COST OR EXPENSE WHICH IT MAY SUFFER, INCUR OR SUSTAIN, OR FOR WHICH IT MIGHT BECOME LIABLE GROWING OUT OF ANY INJURY TO OR DEATH OF PERSONS, OR LOSS, DAMAGE TO PROPERTY, ARISING OUT OF OR CAUSED IN THE PERFORMANCE OF ANY WORK DONE BY OR UNDER THE AUTHORITY OF FCWRD BY VIRTUE OF THE RIGHTS GRANTED HEREIN. IN THE EVENT OF THE BRINGING OF ANY ACTION, SUIT OR SUITS, AGAINST THE VILLAGE GROWING OUT OF ANY SUCH LOSS, DAMAGE, COST OR EXPENSE, AND AS A PREREQUISITE TO ANY RECOVERY THEREFORE FROM FCWRD THE VILLAGE SHALL GIVE WRITTEN NOTICE TO FCWRD OF THE COMMENCEMENT OF SUCH ACTION, SUIT OR SUITS, AND THEREAFTER FCWRD SHALL ASSUME THE DEFENSE THEREOF. FCWRD SHALL SAVE AND KEEP HARMLESS THE GRANTORS FROM ANY CLAIMS FOR MECHANICS' LIENS BY REASON OF ANY CONSTRUCTION WORK, REPAIRS, REPLACEMENTS, OR OTHER WORK, OR FOR ANY IMPROVEMENTS MADE OR PLACED UPON OR TO THE EASEMENT BY FCWRD.

THIRD: THAT THE EASEMENTS CONTAINED HEREIN ARE ALL SUBJECT TO THE TERMS AND CONDITIONS OF ORDINANCE NO. 10-2010, PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS ON THE 29th DAY OF MARCH, A.D., 2010.

THE RIGHTS AND OBLIGATIONS OF THE VILLAGE AND FCWRD, RESPECTIVELY HEREUNDER, SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND ALL TERMS, CONDITIONS, AND COVENANTS HEREIN SHALL BE CONSTRUED AS COVENANTS, RUNNING WITH THE LAND.

IN WITNESS WHEREOF:

THE VILLAGE HAS EXECUTED THIS INSTRUMENT CONSISTING OF PAGES, INCLUDING THE INSERTED PAGES 2A, 2AA, AND 2AAA AND EXHIBITS 1A, 1B, 1C, AND THIS PAGE IN QUADRUPPLICATE AND HAS HEREUNTO SET ITS SEAL ON THE DAY AND DATE FIRST WRITTEN ABOVE.

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GRANTOR: VILLAGE OF WESTERN SPRINGS

PARCEL 1A – PERMANENT EASEMENT

THAT PART OF DEDICATED COMMONWEALTH AVENUE IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF WESTERN SPRINGS IN COOK COUNTY, ILLINOIS, BEING A 15.00 FOOT WIDE STRIP OF LAND LYING 7.50 FEET ON EACH SIDE OF A CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE WHICH IS PARALLEL WITH THE SOUTH LINE OF SAID SECTION 7 AND THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE S 87° 59' 26" W ALONG SAID PARALLEL LINE 15.51 FEET TO A POINT OF BEGINNING; THENCE N 02° 03' 05" W, 398.84 FEET TO A POINT OF TERMINATION ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID DEDICATED COMMONWEALTH AVENUE.

THE SIDELINES OF SAID EASEMENT PARCEL 1A, ARE TO BE LENGTHENED OR SHORTENED BEGINNING AT SAID PARALLEL LINE AND TERMINATING ON SAID NORTHERLY RIGHT-OF-WAY LINE.

PIN NO'S.: 38-12-418-003, 004, 005, & 006

ALL AS SHOWN ON A PLAT MARKED EXHIBIT 1A ATTACHED HERETO AND MADE A PART HEREOF.

THE VILLAGE OF WESTERN SPRINGS DOES NOT GRANT OR WARRANT ANY LAND OR EASEMENT RIGHTS IN PRIVATE LANDS.

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GRANTOR: VILLAGE OF WESTERN SPRINGS

PARCEL 1B – PERMANENT EASEMENT

THAT PART OF DEDICATED 52ND STREET IN SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF WESTERN SPRINGS IN COOK COUNTY, ILLINOIS, BEING A 15.00 FOOT WIDE STRIP OF LAND LYING 7.50 FEET ON EACH SIDE OF A CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE WHICH IS 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 7 AND THE WEST LINE OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 7; THENCE N 87° 59' 26" E ALONG SAID PARALLEL LINE 156.81 FEET TO A POINT; THENCE N 02° 15' 42" W, 1930.84 FEET TO THE POINT OF BEGINNING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DEDICATED 52ND STREET; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE PROLONGATED 66.00 FEET TO A POINT OF TERMINATION ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID 52ND STREET.

THE SIDELINES OF SAID EASEMENT PARCEL 1B, ARE TO BE LENGTHENED OR SHORTENED BEGINNING AT SAID SOUTHERLY RIGHT-OF-WAY LINE AND TERMINATING ON SAID NORTHERLY RIGHT-OF-WAY LINE.

PIN NO'S.: 38-12-400-009 & 38-12-406-001

ALL AS SHOWN ON A PLAT MARKED EXHIBIT 1B ATTACHED HERETO AND MADE A PART HEREOF.

THE VILLAGE OF WESTERN SPRINGS DOES NOT GRANT OR WARRANT ANY LAND OR EASEMENT RIGHTS IN PRIVATE LANDS.

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GRANTOR: VILLAGE OF WESTERN SPRINGS

PARCEL 1C – PERMANENT EASEMENT

THAT PART OF DEDICATED COMMONWEALTH AVENUE IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE VILLAGE OF WESTERN SPRINGS IN COOK COUNTY, ILLINOIS, BEING A 15.00 FOOT WIDE STRIP OF LAND LYING 7.50 FEET ON EACH SIDE OF A CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE WHICH IS 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 7 AND THE WEST LINE OF THE AFORESAID SECTION 7; THENCE N 87° 59' 26" E ALONG SAID PARALLEL LINE 156.81 FEET TO A POINT; THENCE N 02° 15' 42" W, 4154.34 FEET TO A POINT; THENCE N 32° 55' 59" W 504.79 FEET TO A POINT OF BEGINNING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF DEDICATED COMMONWEALTH AVENUE; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE 76.31 FEET TO A POINT OF TERMINATION ON THE NORTHERLY RIGHT-OF-WAY LINE SAID COMMONWELTH AVENUE.

THE SIDELINES OF SAID EASEMENT PARCEL 1C, ARE TO BE LENGTHENED OR SHORTENED BEGINNING AT SAID SOUTHERLY RIGHT-OF-WAY LINE AND TERMINATING ON SAID NORTHERLY RIGHT-OF-WAY LINE.

PIN NO'S.: 38-12-103-021 & 38-12-109-012

ALL AS SHOWN ON A PLAT MARKED EXHIBIT 1C ATTACHED HERETO AND MADE A PART HEREOF.

THE VILLAGE OF WESTERN SPRINGS DOES NOT GRANT OR WARRANT ANY LAND OR EASEMENT RIGHTS IN PRIVATE LANDS.

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Presented:

November 9, 2009

Passed:

MARCH 29, 2010

Approved:

MARCH 29, 2010

Recorded

Vote: PASSED MARCH 29, 2010 by
AN OMNIBUS VOTE.

Vote: PASSED 3-29-10 by an omnibus vote.

Nays:

Ayes: 7

Trustees:

Trustees: DAHL, Glowiak, Horvath, Lyons,
MARAGOS, BUEL AND PRESIDENT
Rodeghier.

Approved:

[Signature]
President

Attest:

[Signature]
Village Clerk

Village Seal

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STATE OF ILLINOIS)
COUNTY OF COOK)
VILLAGE OF WESTERN SPRINGS)

I, JEANINE M. JASICA Clerk of the Village of Western Springs, Cook County, Illinois, keeper of the records, files and seal of the said Village, do hereby certify that the above and foregoing is a true and exact copy of an easement grant passed by the Board of Trustees of the Village of Western Springs on the 29th day of March A.D., 2010, and approved by the President of said Village, who signed the same on the 13th day of April A.D., 2010, as appears from the records and files in my office remaining.

I further certify that the seal hereto affixed is the corporate seal of the Village of Western Springs.

Given under my hand and seal the 13th day of April, A.D., 2010.

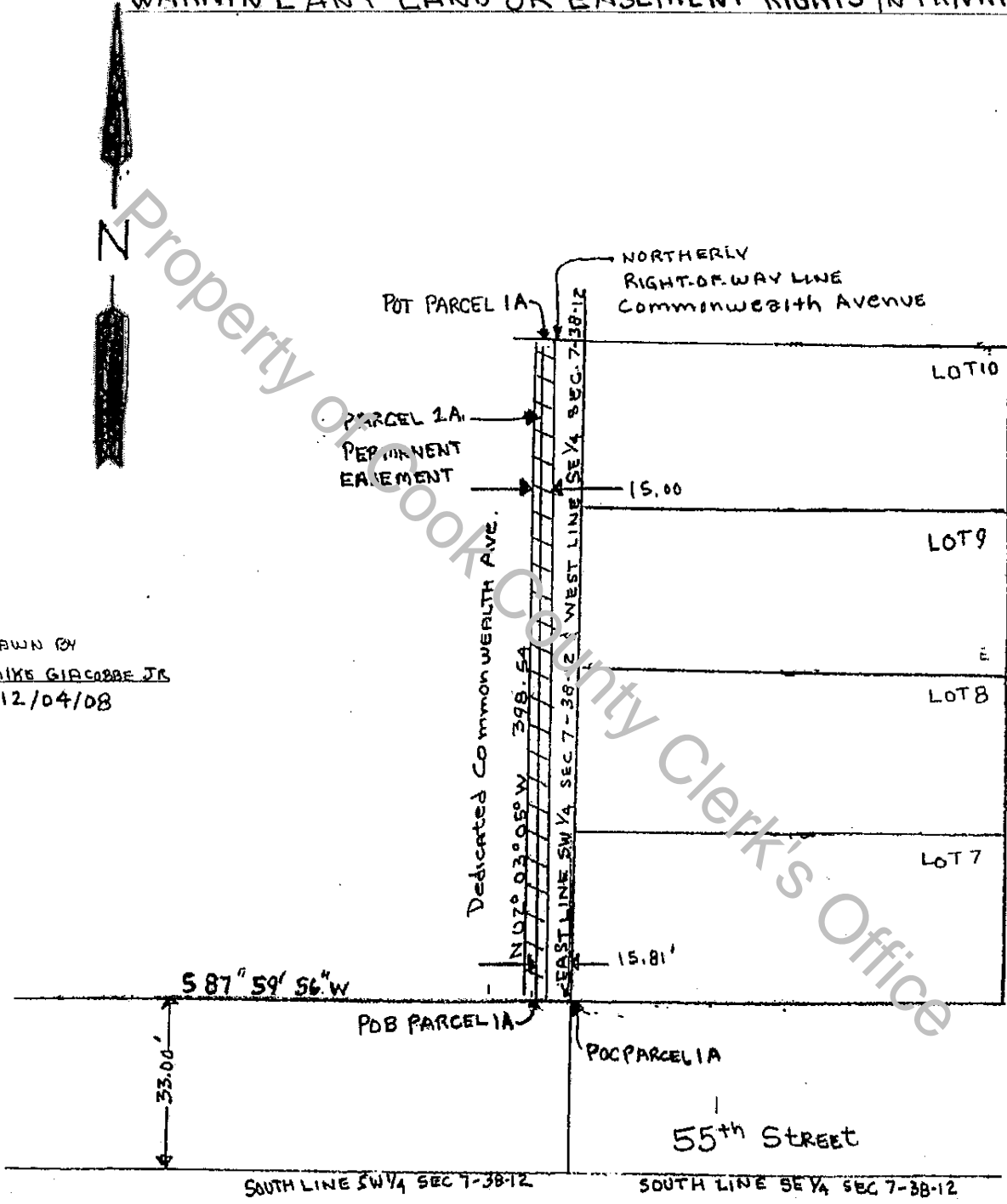
Jeanine M. Jasica
Village Clerk

Property of Cook County Clerk's Office

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VILLAGE OF WESTERN SPRINGS (GRANTOR)

THE VILLAGE OF WESTERN SPRINGS DOES NOT GRANT OR WARRANT ANY LAND OR EASEMENT RIGHTS IN PRIVATE LANDS



DRAWN BY
MIKE GIACOBBE JR
12/04/08

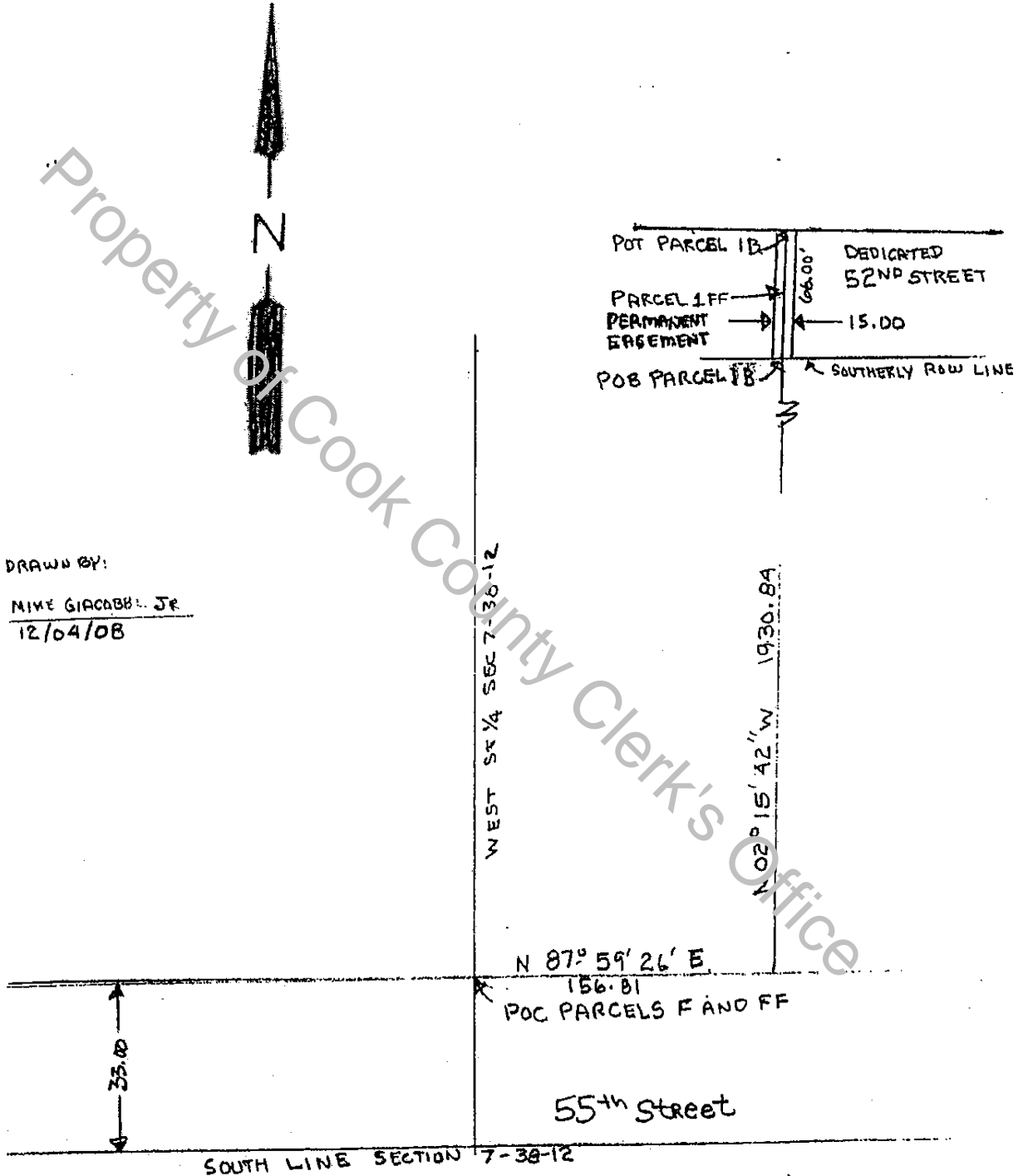
NOT TO SCALE

EXHIBIT 1A

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VILLAGE OF WESTERN SPRINGS (GRANTOR)

THE VILLAGE OF WESTERN SPRINGS DOES NOT GRANT OR WARRANT ANY LAND OR EASEMENT RIGHTS IN PRIVATE LANDS



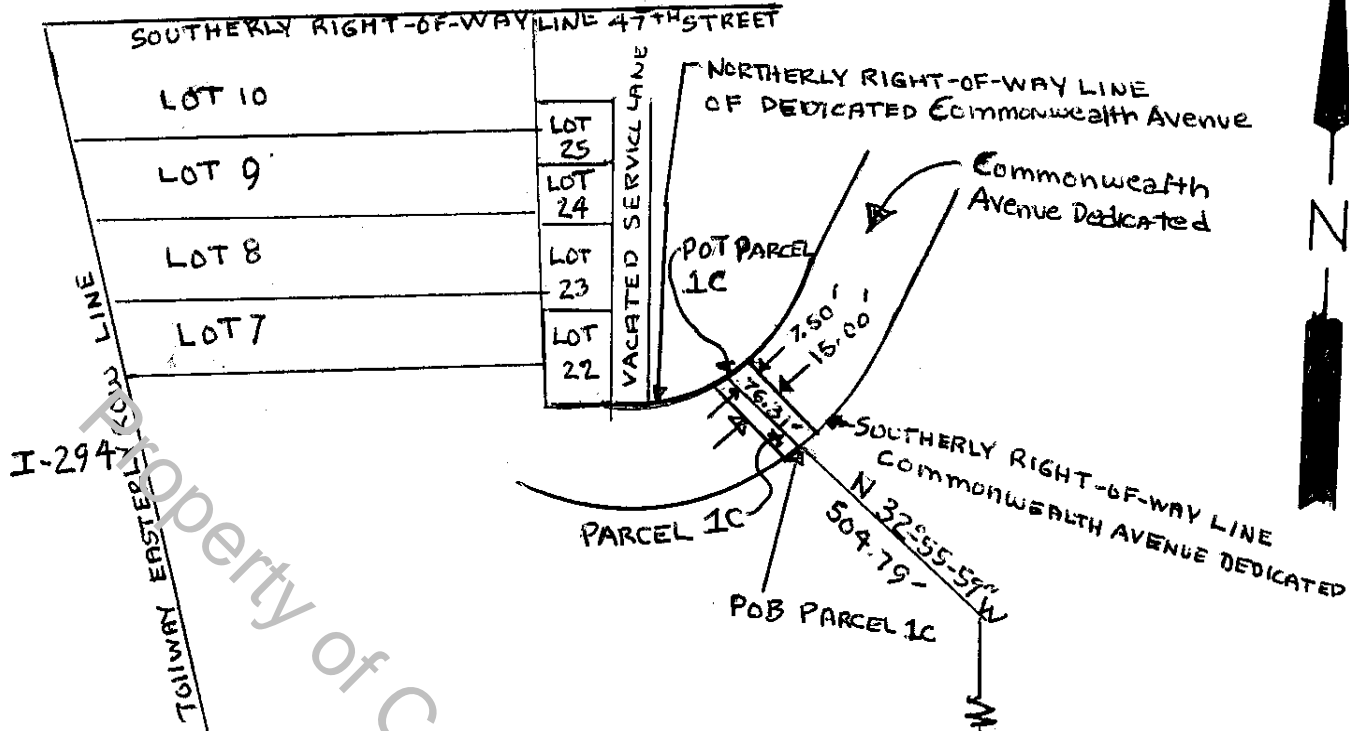
DRAWN BY:
MIKE GIACOBBI, JR.
12/04/08

NOT TO SCALE

EXHIBIT 1 B

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Village of Western Springs
GRANTOR:



THE VILLAGE OF WESTERN SPRINGS DOES NOT GRANT OR WARRANT ANY
LAND OR EASEMENT RIGHTS IN PRIVATE LANDS

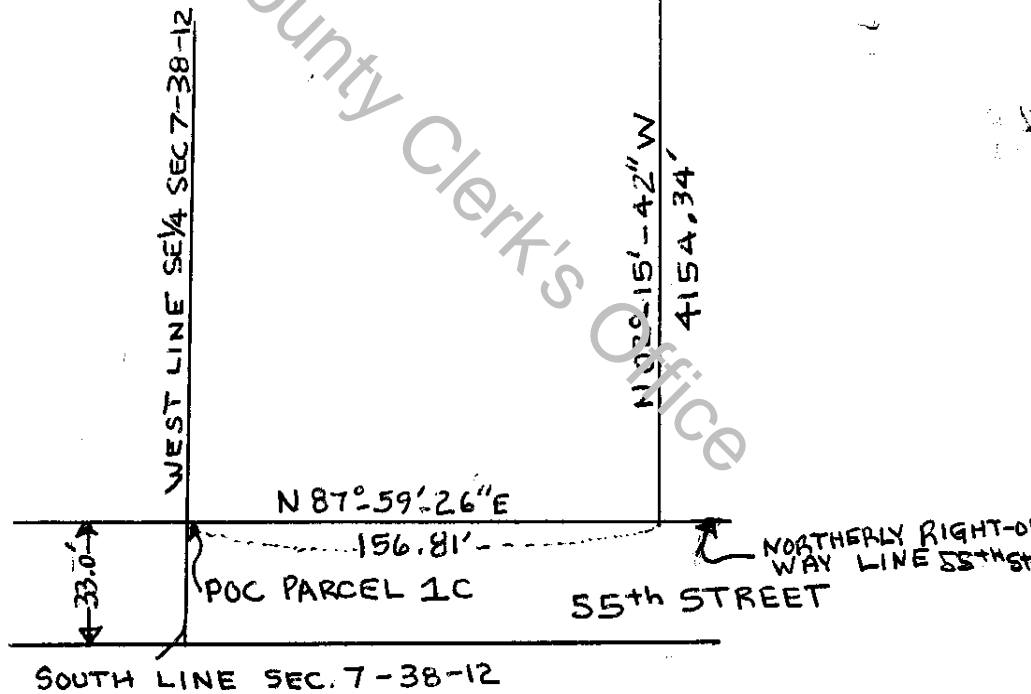


EXHIBIT 1C
NOT TO SCALE

Mike Giacobbe Jr
PREPARED BY:

12/04/08
DATE:

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Exhibit "B"

Plat of Survey (Sheets 1 through 5) dated June 23, 2008 and prepared by Dale V. Weaver of the RJN Group, Inc. Regarding

Parcel 1A – Permanent Easement

Parcel 1B – Permanent Easement

Parcel 1C – Permanent Easement

(attached)

Property of Cook County Clerk's Office

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**OVERSIZE
EXHIBIT**

**FORWARD ORIGINAL
DOCUMENT TO PLAT
COUNTER IMMEDIATELY
AFTER RECORDING FOR
SCANNING**