

# UNOFFICIAL COPY

P.I.N. 16-07-124-022-0000

**Property Address:**

1118 Westgate Street  
Oak Park, Illinois 60301

**Return to:**

Village Attorney  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302



Doc# 1703329087 Fee \$56.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/02/2017 03:00 PM PG: 1 OF 10

(For Recorder's Use Only)

## NON-EXCLUSIVE EASEMENT AGREEMENT FOR GAS METER

THIS NON-EXCLUSIVE EASEMENT AGREEMENT FOR GAS METER is dated as of this 4th day of January, 2017, by and between the VILLAGE OF OAK PARK, a home rule municipal corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois (the "Village"), and CSRE WESTGATE LLC, an Illinois limited liability company (the "CSRE").

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 Village is the owner of certain real estate situated in Oak Park, County of Cook, State of Illinois, which real estate contains approximately 744 square feet and is legally described in Exhibit A and is shown as Parcel 1 on the Plat of Survey attached hereto as Exhibit B (the "Subject Property").

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B. The Village and CSRE have determined that it is in their respective best interests to enter into this Agreement in order to provide the CSRE with a sufficient property interest in the Subject Property to fulfill the purposes described herein.

2. **GRANT AND USE OF EASEMENT.** The Village grants, conveys, warrants, and dedicates to CSRE a perpetual easement in, at, over, along, across, through, upon, and under that portion of the Subject Property legally described in Exhibit C and depicted on Exhibit B as (the "Easement Premises"), to survey, construct, operate, use, maintain, own, test, inspect, repair, remove, and replace or abandon in place (collectively the "Installation") a gas meter and bollards 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. CSRE shall, at its sole cost and expense, complete the Installation of the Facilities in a good and workmanlike manner.

3. **HOLD HARMLESS.** CSRE agrees to hold the Village harmless from all claims, causes of action, suits, damages, or demands that arise directly from the Installation of the Facilities on the Easement Premises and shall indemnify and defend the Village from all such claims, causes of action, suits, damages or demands, including costs, expenses and reasonable attorneys' fees.

4. **RESERVED RIGHT.** The Village reserves the right to use the Easement Premises in any manner that will not prevent or interfere in any way with the exercise by CSRE of the rights granted herein; provided, however, that the Village 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

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impair the exercise by CSRE of the rights granted herein without the express prior written consent of an authorized individual of CSRE.

5. **ADDITIONAL EASEMENTS.** The Village shall have the right to grant other non-exclusive easements over, along, across or upon the Easement Premises; provided, however, that any such other easements shall be subject to this Agreement and the rights granted hereby.

6. **VILLAGE RESTORATION.** Upon completion of any Installation, CSRE agrees to 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.

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 CSRE 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

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covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois.

8. **ASSIGNMENT OF RIGHTS**. The Village agrees that CSRE 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 Village 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 CSRE and the Village.

10. **EXHIBITS**. Exhibits A through C attached to this Agreement are incorporated herein and made a part hereof by this reference.

11. **ENTIRE AGREEMENT**. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

*[Remainder of Page Intentionally Left Blank]*

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the dates set forth below.

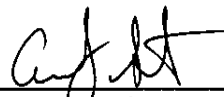
VILLAGE OF OAK PARK



Name: Cara Pavlicek  
Its: Village Manager

Dated: 12/23/2016

CSRE WESTGATE LLC, AN ILLINOIS LIMITED LIABILITY COMPANY

By:   
Name: ANDY STEIN  
Its: MEMBER

Dated: 1/4/2017

REVIEWED AND APPROVED  
ASTO FORM

DEC 23 2016



LAW DEPARTMENT

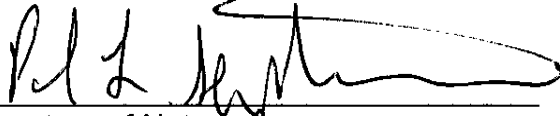
Property of Cook County Clerk's Office

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## ACKNOWLEDGEMENTS

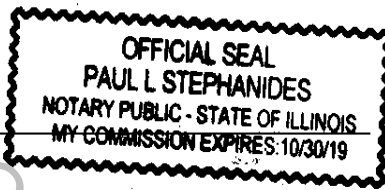
STATE OF ILLINOIS     )  
  )  
  )     SS  
COUNTY OF COOK     )

This instrument was acknowledged before me on December 23, 2016, by Cara Pavlicek, Village Manager of the VILLAGE OF OAK PARK, a home rule municipal corporation.

  
\_\_\_\_\_  
Signature of Notary

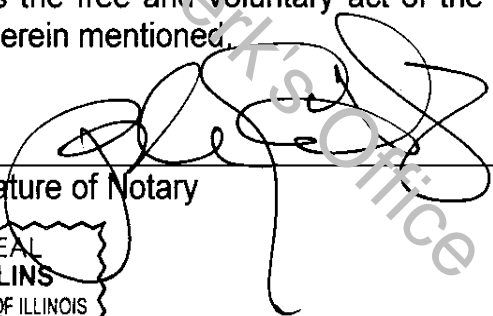
SEAL

My Commission expires: \_\_\_\_\_



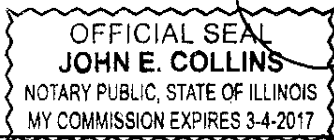
STATE OF ILLINOIS     )  
  )  
  )     SS  
COUNTY OF COOK     )

This instrument was acknowledged before me on JANUARY 4, 2017, by ANDREW STEIN, as MEMBER of CSRE Westgate LLC, an Illinois limited liability company, which individual is known to me to be the identical person who signed the foregoing instrument in his/her authorized capacity for and in behalf of said limited liability company, and that he/she executed the same as their free and voluntary act and deed and as the free and voluntary act of the limited liability company, for the uses and purposes herein mentioned.

  
\_\_\_\_\_  
Signature of Notary

SEAL

My Commission expires: \_\_\_\_\_



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## EXHIBIT A

### Legal Description of the Subject Property

THAT PART OF LOT 5 IN HOARD AND OTHERS SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 100 FEET THEREOF) IN NILES' SUBDIVISION OF LOTS 10 TO 16 BOTH INCLUSIVE AND THE WEST 13 FEET OF LOT 17 IN SKINNER'S SUBDIVISION IN THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5, THENCE SOUTH 01 DEGREE 56 MINUTES 53 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 69.39 FEET TO THE NORTH FACE OF AN EXTERIOR WALL OF A MASONRY BUILDING; THENCE SOUTH 88 DEGREES 15 MINUTES 27 SECONDS WEST ALONG SAID NORTH FACE, 10.85 FEET TO THE EAST FACE OF AN EXTERIOR WALL OF SAID MASONRY BUILDING; THENCE NORTH 01 DEGREE 45 MINUTES 45 SECONDS WEST ALONG SAID EAST FACE AND EXTENSION THEREOF, 69.32 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE NORTH 87 DEGREES 53 MINUTES 19 SECONDS EAST ALONG SAID NORTH LINE, 10.62 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index No. 16-07-124-022-0000 (affects other property)

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EXHIBIT B

Plat of Survey

See attached.

COOK COUNTY  
RECORDER OF DEEDS

Property of Cook County Clerk's Office

RECORDER OF DEEDS



# UNOFFICIAL COPY PLAT OF SURVEY

OF

**PARCEL 1:**

THAT PART OF LOT 5 IN HOARD AND OTHERS SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 100 FEET THEREOF) IN NILES' SUBDIVISION OF LOTS 10 TO 16 BOTH INCLUSIVE AND THE WEST 13 FEET OF LOT 17 IN SKINNER'S SUBDIVISION IN THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5 THENCE SOUTH 01 DEGREE 58 MINUTES 53 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 68.39 FEET TO THE NORTH FACE OF AN EXTERIOR WALL OF A MASONRY BUILDING THENCE SOUTH 88 DEGREES 15 MINUTES 27 SECONDS WEST ALONG SAID NORTH FACE, 10.85 FEET TO THE EAST FACE OF AN EXTERIOR WALL OF SAID MASONRY BUILDING THENCE NORTH 01 DEGREE 45 MINUTES 45 SECONDS WEST ALONG SAID EAST FACE AND EXTENSION THEREOF, 69.32 FEET TO THE NORTH LINE OF SAID LOT 5, THENCE NORTH 87 DEGREES 53 MINUTES 19 SECONDS EAST ALONG SAID NORTH LINE, 10.62 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

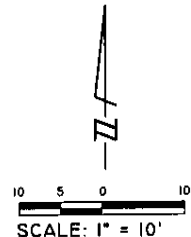
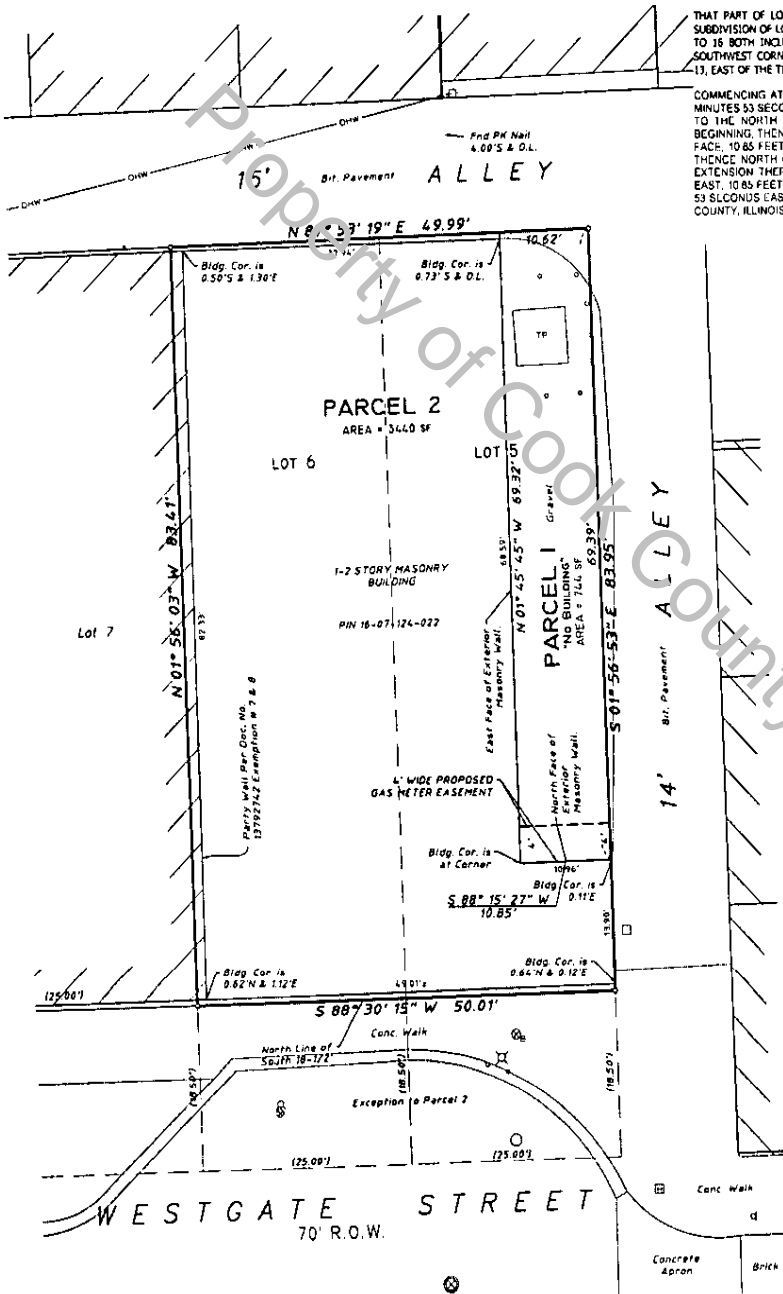
LOTS 5 AND 6 (EXCEPT THE SOUTH 18 1/2 FEET OF SAID LOTS) IN HOARD AND OTHERS SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 100 FEET THEREOF) IN NILES' SUBDIVISION OF LOTS 10 TO 16 BOTH INCLUSIVE AND THE WEST 13 FEET OF LOT 17 IN SKINNER'S SUBDIVISION IN THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5, THENCE SOUTH 01 DEGREE 58 MINUTES 53 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 68.39 FEET TO THE NORTH FACE OF AN EXTERIOR WALL OF A MASONRY BUILDING, THENCE SOUTH 88 DEGREES 15 MINUTES 27 SECONDS WEST ALONG SAID NORTH FACE, 10.85 FEET TO THE EAST FACE OF AN EXTERIOR WALL OF SAID MASONRY BUILDING, THENCE NORTH 01 DEGREE 45 MINUTES 45 SECONDS WEST ALONG SAID EAST FACE AND EXTENSION THEREOF, 69.32 FEET TO THE NORTH LINE OF SAID LOT 5, THENCE NORTH 87 DEGREES 53 MINUTES 19 SECONDS EAST ALONG SAID NORTH LINE, 10.62 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

**PROPOSED 4' WIDE GAS METER EASEMENT:**

THAT PART OF LOT 5 (EXCEPT THE SOUTH 18 1/2 FEET OF SAID LOTS) IN HOARD AND OTHERS SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 100 FEET THEREOF) IN NILES' SUBDIVISION OF LOTS 10 TO 16 BOTH INCLUSIVE AND THE WEST 13 FEET OF LOT 17 IN SKINNER'S SUBDIVISION IN THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5, THENCE SOUTH 01 DEGREE 58 MINUTES 53 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 68.39 FEET TO THE NORTH FACE OF AN EXTERIOR WALL OF A MASONRY BUILDING AND POINT OF BEGINNING, THENCE SOUTH 88 DEGREES 15 MINUTES 27 SECONDS WEST ALONG SAID NORTH FACE, 10.85 FEET TO THE EAST FACE OF AN EXTERIOR WALL OF SAID MASONRY BUILDING THENCE NORTH 01 DEGREE 45 MINUTES 45 SECONDS WEST ALONG SAID EAST FACE AND EXTENSION THEREOF, 69.32 FEET TO THE NORTH LINE OF SAID LOT 5, THENCE NORTH 87 DEGREES 53 MINUTES 19 SECONDS EAST ALONG SAID EAST LINE, 4.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS



**LEGEND**

⊙	Manhole	4	Sign
⊕	Catch Basin	⊗	Gas Valve
⊖	Inlet	⊗	Gas Meter
⊘	Clean Out	⊗	Electric Meter
⊙	Fire Hydrant	⊗	Guy Wire
⊙	Valve Mount	⊗	Utility Pole
⊙	Valve Box	⊗	Telephone Manhole
⊙	Box	⊗	Curb & Gutter
⊙	Light	⊗	Depressed Curb
⊙	Traffic Signal	⊗	Retaining Wall
⊙	Hand Hole	⊗	Record
⊙	Pipe Bolland	⊗	On Line
		⊗	Overhead Utility Line

State of Illinois }  
 County of Cook } SS

This professional service conforms to the current Illinois minimum standards for a boundary survey

Schaumburg, Illinois, November 16, 2018

By: [Signature]  
 Illinois Professional Land Surveyor No. 2686

- Surveyor's notes:**
- Field work was completed on October 8, 2018
  - The base of bearing shown hereon is assumed
  - Underground utilities are not shown hereon



**HAEGER ENGINEERING**  
 consulting engineers • land surveyors

100 East Stone Parkway, Schaumburg, IL 60173  
 Tel: 847.394.6600 Fax: 847.394.6608  
 Illinois Professional Design Firm License No. 184-003152  
 www.haegerengineering.com

Ordered By: Clark Street Development  
 Order No.: 14-116

EXPIRES 11-30-18

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## EXHIBIT C

### Legal Description of the Easement Premises

THAT PART OF LOT 5 (EXCEPT THE SOUTH 18 ½ FEET OF SAID LOTS) IN HOARD AND OTHERS SUBDIVISION OF LOT 1 (EXCEPT THE NORTH 100 FEET THEREOF) IN NILES' SUBDIVISION OF LOTS 10 TO 16 BOTH INCLUSIVE AND THE WEST 13 FEET OF LOT 17 IN SKINNER'S SUBDIVISION IN THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5, THENCE SOUTH 01 DEGREE 56 MINUTES 53 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 69.39 FEET TO THE NORTH FACE OF AN EXTERIOR WALL OF A MASONRY BUILDING AND POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 15 MINUTES 27 SECONDS WEST ALONG SAID NORTH FACE, 10.85 FEET TO THE EAST FACE OF AN EXTERIOR WALL OF SAID MASONRY BUILDING; THENCE NORTH 01 DEGREE 45 MINUTES 45 SECONDS WEST ALONG SAID EAST FACE AND EXTENSION THEREOF, 4.00 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 27 SECONDS EAST, 10.85 FEET TO THE EAST LINE OF SAID LOT 5; THENCE SOUTH 01 DEGREE 56 MINUTES 53 SECONDS EAST ALONG SAID EAST LINE, 4.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.