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This instrument was prepared by
and after recording should be returned to:

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Permanent Index Nos.:
05-34-101-034-0000 and 05-34-101-035-0000



Doc# 2106457029 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/05/2021 11:43 AM PG: 1 OF 17

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Easement Agreement") is made as of the Effective Date (as hereinafter defined), by and between the **VILLAGE OF WILMETTE**, an Illinois home rule municipal corporation (the "Village" or "Grantor"), and **GREEN BAY WILMETTE LLC**, a Delaware limited liability company ("Grantee"). Grantor and Grantee are sometimes herein referred to individually as a "Party", and collectively as the "Parties".

RECITALS

A. Grantee is the contract purchaser of certain property in Wilmette, Illinois commonly known as 1210 Central Avenue, Wilmette, Illinois and legally described on **Exhibit A** attached hereto (the "Grantee Property").

B. Grantor owns certain property in Wilmette, Illinois consisting of the right-of-way of Central Avenue (the "Right-of-Way") running east to west adjacent to the southern boundary of the Grantee Property and beyond such boundary into the alley abutting the Grantee Property on the west and into the right-of-way of Green Bay Road on the east.

C. Grantee intends to acquire the Grantee Property and construct a mixed-use building on it (the "Development") containing approximately 5,900 net square feet of commercial space (approximately 8,113 sf gross area including service corridor), residential amenity space, 107 residential units with nine residential units on the ground floor and approximately 100 residential units on floors two through six, a roof deck on floor seven with enclosed amenity space, two underground levels of parking (such parking areas being referred to as the "Garage") and a stormwater management system underneath the Garage, in accordance with the approvals for the Development that Grantee has received from the Village, as applicable (such approvals, as they and the plans for the Development may be amended from time to time with Village approval, being collectively referred to herein as the "Village Approvals").

D. Grantor desires to grant to Grantee and Grantee seeks to obtain from Grantor: (i) a permanent non-exclusive easement, to the extent below grade, under and across an area consisting of an approximately six-foot wide strip of land in the Right-of-Way, as depicted on **Exhibit B** attached hereto (the "Permanent Easement Area"); and (ii) a temporary exclusive construction easement on, over, under and across a 18-foot wide strip of land in the Right-of-Way, running as depicted on **Exhibit B**, including those areas depicted on **Exhibit B** which Grantee may intermittently use for construction activities (the "Temporary Easement Area" and, together with the Permanent Easement Area, the "Easement Areas"). The Permanent Easement Area is depicted on **Exhibit B-1** attached hereto and legally described on **Exhibit B-2** attached hereto, and the Temporary Easement Area is depicted on **Exhibit B-3** attached hereto and legally described on **Exhibit B-4** attached hereto

E. Grantor has agreed to grant the aforesaid easements to Grantee to facilitate Grantee's construction, maintenance, repair and replacement of the Development on, over, under and across the

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Easement Areas. Construction of the Development will benefit existing and future residents of the Village, including future residents of the Development.

F. The Parties desire to enter into this Easement Agreement to provide for the construction, maintenance, repair and replacement of the Development, including the Garage.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties acknowledge the truth and accuracy of the foregoing recitals and do hereby incorporate them into this Easement Agreement as if set forth in full in this Section 1.
2. Grant of Temporary Construction Easement. Grantor hereby grants to Grantee an exclusive temporary easement on, over, under and across the Temporary Easement Area to construct the Development in accordance with the Village Approvals (the "Temporary Construction Easement"). The Temporary Construction Easement shall become effective on the date the Village issues a permit to access and use the Temporary Easement Area pursuant to this Easement Agreement and it shall terminate and become null and void on the two hundred tenth (210th) day thereafter or on such later date as the Village Manager of the Village may specify in writing. Grantee shall restore the grade level of the Temporary Easement Area to its prior condition upon completion of construction of the Development with such changes thereto as are contemplated by the Village Approvals. If not completed within 60 days thereof, Grantor shall have the right to restore the grade level of the Temporary Easement Area to such condition and recover from Grantee the costs (referred to as a Charge as defined below) it incurs in undertaking such restoration activities pursuant to the provisions of Section 5 below. The Village agrees not to access the Temporary Easement Area during the period Grantee is constructing the Development unless an emergency or public safety situation requires the Village to access such area or the Village is otherwise performing its regulatory powers.
3. Grant of Permanent Easement. Grantor hereby grants to Grantee, a non-exclusive, perpetual and irrevocable easement (the "Permanent Easement"), to the extent below grade, under and across the Permanent Easement Area for purposes of operating, maintaining, repairing and replacing the below grade Development (and, for purposes of repairing or replacing any applicable portion of the below grade Development, such Permanent Easement shall extend, to the extent necessary, to the Temporary Easement Area during any period of such repair or replacement) in accordance with the Village Approvals. The Permanent Easement shall become effective on the date Grantee acquires the Grantee Property. If after six months from the date of issuance of a building permit (other than a demolition permit) for the Development, or if after such longer period as the Village Manager of the Village may specify in writing, construction of the Development has not commenced, the Permanent Easement shall terminate and be of no force and effect. Notwithstanding anything contained in this Easement Agreement to the contrary, the Permanent Easement relates to the development, operation, maintenance, repair and replacement of the Development, so that, from and after the initial completion of the Development, in the event the Development shall cease to exist or be permanently abandoned, then the Permanent Easement shall terminate and be of no force and effect. Grantor agrees that any closure of the Development or disruption of the operation of the Development due to a *force majeure*, including a casualty loss, will not in and of itself be deemed an abandonment of the Development which results in the termination of the Permanent Easement. The Temporary Construction Easement and the Permanent Easement are hereinafter sometimes collectively referred to as the "Easements".
4. Encroachments. Notwithstanding anything contained herein to the contrary, in the event that by reason of the ~~construction, repair, reconstruction~~ settlement or shifting of the Development, including the Garage or the stormwater management system for the Development, as provided for and anticipated in the easements granted hereunder, any part of the Development, including the

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Garage or the stormwater management system for the Development, encroaches upon any part of the Right-of-Way other than the Permanent Easement Area there shall be deemed to be an easement in favor of the owner of the Grantee Property for the use, maintenance, repair and replacement of such encroaching improvements, including the Garage, which shall so encroach upon the Right-of-Way as though part of the Permanent Easement Area provided, however, that no lateral encroachment shall encroach more than one foot upon the Right-of-Way.

5. Charges. Any amount a Party is required to pay pursuant to this Easement Agreement (“Charge”) which is not paid within 30 days of such Party’s receipt of a demand for payment shall bear interest at the rate of four percent (4%) per annum above the “prime rate” of interest, as published from time to time in the *Wall Street Journal* (or a similar financial publication if the *Wall Street Journal* ceases to exist) from the due date to the date paid. If not timely paid, the Party entitled to payment may bring an action against the other Party to recover the Charge (together with interest, costs and reasonable attorneys’ fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action).
6. Grantor’s Reserved Rights.
 - (a) As the Permanent Easement is a non-exclusive easement, Grantor reserves certain rights with respect thereto as more fully described in this Section 6 (collectively, the “Reserved Rights”). Specifically, Grantor reserves the right to use or grant additional easements over, under and across the Permanent Easement Area to other parties provided such use or additional easements do not: (i) interfere with Grantee’s use of the Permanent Easement Area pursuant to this Easement Agreement or the construction, repair, replacement, functionality or operation of the Development, including the Garage or the stormwater management system for the Development; (ii) interfere with Grantee’s exercise of its rights under this Easement Agreement; or (iii) otherwise frustrate the purposes of this Easement Agreement or the intentions of the Parties, as reflected by the provisions of this Easement Agreement.
 - (b) In connection with Grantor’s exercise of the Reserved Rights, Grantor or such grantee under an additional easement, if any, may install or modify improvements located in the Permanent Easement Area so long as any such actions: (i) satisfy the requirements of paragraph (a) above; (ii) are approved by all applicable governmental authorities, when and where necessary; (iii) are constructed at the sole cost and expense of Grantor or such grantee under an additional easement, if any, in a good and workmanlike manner and in a prompt manner so as to minimize any disruption to Grantee’s use and enjoyment of the Permanent Easement Area; and (iv) do not increase Grantee’s costs of constructing and, if applicable, maintaining, repairing, replacing or operating the Development or any portion thereof, including the Garage and the stormwater management system for the Development.
 - (c) Prior to the exercise of any of the Reserved Rights, but subject to the provisions of paragraph (e) below, Grantor shall submit to Grantee, for Grantee’s review, written notice of the proposed exercise of any such Reserved Rights, including all drawings, plans and specifications. Grantee shall have the right to review the request prior to the commencement of any work and issue written consent or rejection thereof within a reasonable time after receipt of Grantor’s notice, not to exceed 45 days after receipt of Grantor’s notice. Grantee’s right to reject any such requested exercise of a Reserved Right may be made only if Grantee reasonably concludes that such exercise could reasonably be expected to violate the requirements or limitations of this Easement Agreement with respect to Grantor’s exercise of any such Reserved Rights. If Grantee fails to deliver its written consent or rejection within said 45-day period, Grantee shall be deemed to have approved said plans. Grantor shall reasonably coordinate with Grantee

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the schedule for any approved work contemplated by the exercise of any Reserved Rights. Without limiting the generality of the foregoing, Grantee shall provide the Grantor with access to the interior of the Garage to observe or assess the conditions within the Permanent Easement Area upon not less than 48 hours' notice being given to Grantee by the Village Director of Public Works and Engineering or any employee so designated by the Director of Public Works and Engineering to provide such direction.

Notwithstanding the foregoing, in the event of an emergency situation, Grantor may access the Permanent Easement Area, at any time reasonably necessary to address the emergency situation without Grantee's prior approval (but with subsequent notice to Grantee as soon as may be practicable). Grantor, in Grantor's sole discretion, shall determine what repairs and /or maintenance may be needed to reasonably address any emergency.

- (d) In the exercise of any Reserved Right, Grantor shall reasonably coordinate with Grantee the schedule for any work contemplated by the exercise of such Reserved Right.
- (e) Grantee acknowledges, subject to the provisions of Section 2 above, that nothing in this Easement Agreement shall be deemed to restrict the Village's access to or improvement, maintenance or use of: (i) portions of the Right-of-Way that are not a part of the Permanent Easement Area (for example, the Village shall have the right to snowplow the sidewalks, clean the street, and install and maintain benches and street lighting in such portions of the Right-of-Way); or (ii) any Village-owned or Village-used property other than the Easement Areas for any purpose the Village, in the Village's sole discretion, deems necessary. Grantee further acknowledges that the provisions of paragraph (c) above shall not be applicable to the Village's exercise of its rights under this paragraph (e).

7. Indemnification and Hold Harmless. Except for losses, costs, claims, injuries, suits, liabilities and expenses (including reasonable attorney's fees) Grantor suffers, sustains or incurs as a result of Grantor's own negligence or misconduct, or the negligence or misconduct of its representatives, agents, contractors or professional consultants, Grantee hereby:

- (a) indemnifies Grantor against any and all losses, costs, claims, injuries, suits, liabilities and expenses (including reasonable attorney's fees) it may suffer, sustain or incur as a result of the construction of the Development, in part, in and under the Right-of-Way or the entry upon the Right-of-Way by Grantor, or any of its contractors, agents or employees, in the exercise of its rights under this Easement Agreement; and
- (b) holds Grantor harmless from any and all losses, costs, claims, injuries, suits, liabilities and expenses (including reasonable attorney's fees) Grantee may suffer, sustain or incur as a result of the construction of the Development, in part, in and under the Right-of-Way or the entry upon the Right-of-Way by Grantee, or any of its contractors, agents or employees, in the exercise of Grantee's rights under this Easement Agreement.

8. Insurance.

- (a) Prior to the commencement of construction of the Development (but excluding demolition of the existing improvements on the Grantee Property), Grantee shall deliver to Grantor, and obtain from its contractors and professional consultants who are overseeing the construction of the Development, certificates of insurance which satisfy Grantor's requirements for the delivery of insurance to Grantor, which requirements are set forth on Exhibit C to this Easement Agreement ("Insurance Requirements"). Grantee

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agrees to keep and maintain such insurance in effect, and to require that such contractors and professional consultants keep and maintain such insurance in effect, for as long as the Permanent Easement remains in effect (or during any applicable replacement of all or any portion of the Development). Certificates of insurance Grantee delivers, or causes to be delivered, to Grantor pursuant to this provision shall name Grantor as an additional insured party (other than with respect to workers compensation insurance) and state that the insurance described on such certificates will not be canceled without 30 days prior written notice to Grantor.

- (b) Prior to the commencement of work under the exercise of any Reserved Rights as contemplated by Section 6 above, Grantor shall deliver or cause to be delivered to Grantee, and obtain from its contractors and professional consultants who are overseeing any such work, certificates of insurance which satisfy Grantee's requirements for the delivery of insurance to Grantee, which Insurance Requirements are set forth on Exhibit C. Grantor agrees to keep and maintain such insurance in effect, and to require that such contractors and professional consultants keep and maintain such insurance in effect, for as long as such work continues. Certificates of insurance Grantor delivers, or causes to be delivered, to Grantee pursuant to this provision shall name Grantee as an additional insured party (other than with respect to workers compensation insurance) and state that the insurance described on such certificates will not be canceled without 30 days prior written notice to Grantee.
9. Force Majeure. If the performance of any covenant to be performed under this Easement Agreement by a Party is delayed due to adverse weather conditions or the occurrence of an event which is beyond the reasonable control of such Party (for example, a strike, lockout, labor or material shortage or act of God), the time for such performance shall be extended by the amount of time of such delay.
10. Covenants to Run with Land/Assignment. Subject to the provisions of Section 3 above, this Easement Agreement shall run with the land and be binding upon and inure to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in the Grantee Property or the Right-of-Way, to the extent applicable. The terms "Grantor" and "Grantee" as used herein shall be deemed to include all successors, grantees and assigns of such parties and their respective successors, grantees and assigns. Upon any transfer or conveyance of all or a portion of the Development by Grantee, the transferor shall be released from any liability under this Easement Agreement to the extent arising after the date of such transfer or conveyance, and the transferee shall be bound by and deemed to have assumed the obligations of Grantee arising after the date of such transfer or conveyance. If at any time the entire Development is subject to a declaration of condominium ownership under the Illinois Condominium Property Act (765 ILCS 605 et seq.), as the same may be amended or replaced, then, from and after the effective date of such declaration of condominium, the association under such condominium declaration shall be deemed to be the Grantee hereunder.
11. Construction. The invalidity or unenforceability of any particular provision of this Easement Agreement shall not affect the other provisions hereof, and this Easement Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted. Each Party has been represented by counsel in connection with the negotiation and drafting of this Easement Agreement. Accordingly, no ambiguity herein shall be resolved against either Party based upon principles of draftsmanship. Whenever the word "limitation" is used in this Agreement, it shall automatically be deemed to be followed by the phrase "without limitation" or "but not limited to", as the context may require.
12. Entire Agreement/Amendments. This Easement Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. There are no terms, obligations,

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18. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party, except that the Grantee may subject its interest in this Easement Agreement to a mortgage or other encumbrance that otherwise encumbers the Development.
19. Counterparts. This Easement Agreement may be executed in counterparts, which when duly executed and taken together shall be deemed one and the same instrument.
20. No Waiver. Each Party, by its acceptance and delivery of this Easement Agreement, assumes and agrees to perform all of its promises, agreements and obligations herein provided to be performed on the part of such Party. Each Party's right to object to any violation of this Easement Agreement shall not be deemed waived unless such waiver is obtained in a writing signed by such Party.
21. Estoppel Certificates. Each Party shall, from time to time, within 10 days after written request from the other, any prospective transferee, any mortgagee, or any prospective mortgagee execute, acknowledge and deliver to the requesting party, a certificate stating: (i) that the terms and provisions of this Easement Agreement are unmodified and are in full force and effect or, if modified, identifying such modifications, (ii) whether, to the knowledge of the Party, there is any existing default under this Easement Agreement and, if so, specifying the nature and extent thereof, (iii) whether there are any sums which the party executing such estoppel certificate is entitled to receive or demand from the other, and if there is any such sum, specifying the nature and amounts thereof, (iv) whether there are any setoffs, claims, counterclaims or defenses then being asserted or capable of being asserted, and (v) such other information as may be reasonably requested.
22. Effective Date. The "Effective Date" of this Easement Agreement shall be the date of its execution by Grantor.

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EXHIBIT A

Legal Description of Grantee Property

Lot 4 (except the Northwesterly 25 feet thereof) and all of Lot 5 in Block 4 in the Village of Wilmette in Section 34, Township 42 North Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PINs: 05-34-101-034-0000 and 05-34-101-035-0000

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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EXHIBIT B

Depiction of Easement Areas

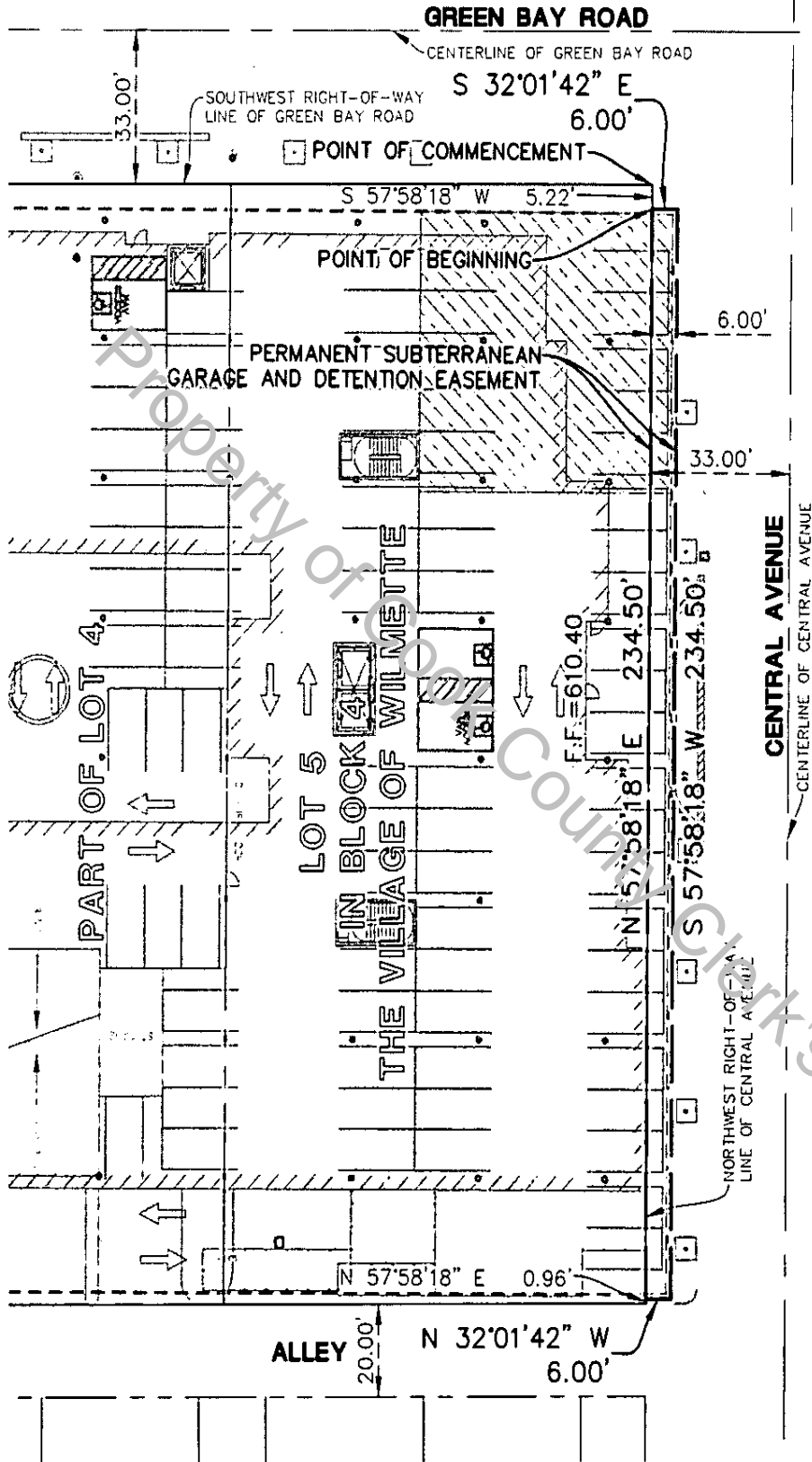
COOK COUNTY
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Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

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EXHIBIT B-1



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 Construction Managers • Environmental Scientists • Landscape Architects • Planners

OPTIMA WILMETTE			
VILLAGE OF WILMETTE, ILLINOIS			
PERMANENT SUBTERRANEAN EASEMENT AREA			
DRAWN BY:	DATE:	SCALE:	CODE:
SJK	12/08/2020	1" = 40'	OPTWL101

Dwg Name: \\ymd-lb-nas\Projects-VH\Optwl101\dwg\Surv\Final Drawings\Plat of Easement\Garage Easement Exhibits\Permanent Easement.dwg Updated By: tmurphy 10:20

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EXHIBIT B.2

LEGAL DESCRIPTION OF PERMANENT SUBTERRANEAN EASEMENT AREA

OPTIMA WILMETTE

1210 CENTRAL AVENUE

VILLAGE OF WILMETTE, ILLINOIS

THAT PART OF CENTRAL AVENUE RIGHT-OF-WAY IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE ELEVATION OF 610.40 FEET AND 580.40 FEET (IN REFERENCE TO NAVD88-GEOID12B DATUM), IN THE VILLAGE OF WILMETTE, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS.

COMMENCING AT THE INTERSECTION OF THE SOUTHWEST RIGHT-OF-WAY LINE OF GREEN BAY ROAD, SAID LINE BEING 33.00 FEET SOUTHWEST AND PARALLEL WITH THE CENTERLINE OF GREEN BAY ROAD, AND THE NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE, SAID LINE BEING 33.00 FEET NORTHWEST OF AND PARALLEL WITH THE CENTERLINE OF CENTRAL AVENUE; THENCE SOUTH 57 DEGREES 58 MINUTES 18 SECONDS WEST, ALONG THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE, A DISTANCE OF 5.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32 DEGREES 01 MINUTES 42 SECONDS EAST, ALONG A LINE PERPENDICULAR TO THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE, A DISTANCE OF 6.00 FEET TO A LINE THAT IS 6.00 FEET SOUTHEAST OF AND PARALLEL WITH THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE; THENCE SOUTH 57 DEGREES 58 MINUTES 18 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 234.50 FEET; THENCE NORTH 32 DEGREES 01 MINUTES 42 SECONDS WEST, ALONG A LINE PERPENDICULAR TO THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE, A DISTANCE OF 6.00 FEET TO A POINT ON THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE THAT IS 0.96 FEET NORTHEAST OF THE INTERSECTION OF THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE AND NORTHEAST LINE OF THE PUBLIC ALLEY; THENCE NORTH 57 DEGREES 58 MINUTES 18 SECONDS EAST, ALONG SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE, A DISTANCE OF 234.50 FEET TO THE POINT OF BEGINNING.

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EXHIBIT B-4

LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA**OPTIMA WILMETTE****1210 CENTRAL AVENUE****VILLAGE OF WILMETTE, ILLINOIS**

THAT PART OF CENTRAL AVENUE RIGHT-OF-WAY AND GREEN BAY ROAD RIGHT-OF-WAY IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE ELEVATION OF 610.40 FEET AND 580.40 FEET (IN REFERENCE TO NAVD88-GEOID12B DATUM), IN THE VILLAGE OF WILMETTE, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS.

BEGINNING AT THE INTERSECTION OF THE SOUTHWEST RIGHT-OF-WAY LINE OF GREEN BAY ROAD, SAID LINE BEING 33.00 FEET SOUTHWEST AND PARALLEL WITH THE CENTERLINE OF GREEN BAY ROAD, AND THE NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE, SAID LINE BEING 33.00 FEET NORTHWEST OF AND PARALLEL WITH THE CENTERLINE OF CENTRAL AVENUE; THENCE NORTH 57 DEGREES 58 MINUTES 18 SECONDS EAST, ALONG THE NORTHEASTERLY EXTENSION OF THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE, A DISTANCE OF 7.78 FEET ; THENCE SOUTH 32 DEGREES 01 MINUTES 42 SECONDS EAST, ALONG A LINE PERPENDICULAR TO THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE, A DISTANCE OF 22.00 FEET TO A LINE THAT IS 22.00 FEET SOUTHEAST OF AND PARALLEL WITH THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE; THENCE SOUTH 57 DEGREES 58 MINUTES 18 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 259.50 FEET; THENCE NORTH 32 DEGREES 01 MINUTES 42 SECONDS WEST, ALONG A LINE PERPENDICULAR TO THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE, A DISTANCE OF 22.00 FEET TO THE SOUTHWEST EXTENSION OF THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE; THENCE NORTH 57 DEGREES 58 MINUTES 18 SECONDS EAST, ALONG SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE AND SAID EXTENSION, A DISTANCE OF 12.00 FEET TO A POINT ON THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE THAT IS 0.96 FEET NORTHEAST OF THE INTERSECTION OF THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE AND NORTHEAST LINE OF THE PUBLIC ALLEY; THENCE SOUTH 32 DEGREES 01 MINUTES 42 SECONDS EAST, ALONG A LINE PERPENDICULAR TO THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE, A DISTANCE OF 6.00 FEET TO A LINE THAT IS 6.00 FEET SOUTHEAST OF AND PARALLEL WITH THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE; THENCE NORTH 57 DEGREES 58 MINUTES 18 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 234.50 FEET; THENCE NORTH 32 DEGREES 01 MINUTES 42 SECONDS WEST, ALONG A LINE PERPENDICULAR TO THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE, A DISTANCE OF 6.00 FEET TO A POINT ON THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE THAT IS 5.22 FEET SOUTHWEST OF THE INTERSECTION OF THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE AND SAID SOUTHWEST RIGHT-OF-WAY OF GREEN BAY ROAD; THENCE NORTH 57 DEGREES 58 MINUTES 18 SECONDS EAST, ALONG THE SAID NORTHWEST RIGHT-OF-WAY LINE OF CENTRAL AVENUE, A DISTANCE OF 5.22 FEET TO THE POINT OF BEGINNING.

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EXHIBIT C

Insurance Requirements

1. **Commercial General and Umbrella Liability Insurance.** Such Party shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a combined limit of \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location [project]. If a location is part of a larger program, Grantor will consider higher aggregate limits instead of location dedicated limits.
2. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
3. The other Party shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to such other Party, as to Grantee's obligations set forth in this Easement Agreement. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
4. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.
5. **Workers Compensation Insurance.** Such Party shall maintain workers compensation and employers' liability insurance.
6. The commercial umbrella and/or employers liability limits shall be \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
7. **Automobile and Umbrella Liability Insurance.** Such Party shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a combined limit of \$3,000,000 each accident.

Coverage as required in Section 7 above shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage.