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Doc# 2110516007 Fee \$123.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 04/15/2021 10:16 AM PG: 1 OF 37

**FIRST AMENDMENT TO EASEMENT
AGREEMENT DATED MARCH 24, 1949,**

BETWEEN THE

**METROPOLITAN WATER
RECLAMATION DISTRICT
OF GREATER CHICAGO,
a body corporate and politic,**

Grantor/Grantee (reciprocal easements),

AND

**KORNERSTONE PROPERTIES, LLC,
AS SUCCESSOR IN INTEREST TO
COMMONWEALTH EDISON COMPANY,**

Grantee/Grantor (reciprocal easements),

**FOR USE OF THE COMED PORTIONS
OF EDMIER ROAD LOCATED BETWEEN
CICERO AVENUE AND RIDGELAND AVENUE
IN STICKNEY AND FOREST VIEW, ILLINOIS.**

Part of the following P.I.N.S:

19-05-300-019-0000	19-05-300-033-0000
19-05-300-034-0000	19-05-400-016-0000
19-05-500-002-0000	19-05-500-007-0000
19-06-500-012-0000	

This document consists of 35 pages, this page included, and bears the date of March 5, 2020.

This Instrument Prepared by Susan T. Morakalis, General Counsel

**By: Christopher M. Murray
Head Assistant Attorney
100 East Erie Street
Chicago, Illinois 60611**

15-CM-023

EXEMPT FROM ILLINOIS TRANSFER TAX PURSUANT TO 35 ILCS 200/31-45(b)

RETURN TO: RECORDERS BOX 369

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Kornerstone Properties, LLC
File No. 15-CM-023
Last Revised 3-24-20

FIRST AMENDMENT TO EASEMENT AGREEMENT DATED MARCH 24, 1949, BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND KORNERSTONE PROPERTIES, LLC, AS SUCCESSOR IN INTEREST TO COMMONWEALTH EDISON COMPANY, FOR USE OF THE DISTRICT PORTIONS OF EDMIER ROAD LOCATED BETWEEN CICERO AVENUE AND RIDGELAND AVENUE IN STICKNEY AND FOREST VIEW, ILLINOIS

This First Amendment to Easement Agreement ("First Amendment") is made this 5th day of March, 2020, by and between the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic organized and existing under the laws of the State of Illinois (hereinafter "District"), and KORNERSTONE PROPERTIES, LLC, d/b/a Kornerstone Industrial Properties, LLC, a Wisconsin limited liability company organized and existing under the laws of the State of Wisconsin and licensed to do business in the State of Illinois (hereinafter "Kornerstone").

WHEREAS, Edmier Road is a private roadway located on both District and Commonwealth Edison ("ComEd") land between Cicero Avenue and Ridgeland Avenue in Stickney and Forest View, Illinois;

WHEREAS, Edmier Road is primarily located south of the railroad tracks of the Chicago and Western Indiana Railroad Company, f/k/a the Chicago and Illinois Western Railroad ("Railroad Tracks"), except the portion located north of the Railroad Tracks between Lombard Avenue and Ridgeland Avenue;

WHEREAS, the District-owned portions of Edmier Road comprise 1.86± acres and are described as follows:

- The northern 40 feet of Lots 55, 57, 59, and 61 of the Sanitary District's Subdivision comprising 1.4± acres between Cicero Avenue and Laramie Avenue
- Portions of Lot 63, 75, 77, 79 and 81 of the Sanitary District's Subdivision comprising 0.46± acres between Laramie Avenue and Lombard Avenue

(collectively referred to as "District Portions of Edmier Road");

WHEREAS, the ComEd-owned portions of Edmier Road are generally located between Laramie Avenue and Ridgeland Avenue (collectively referred to as "ComEd Portions of Edmier Road");

WHEREAS, attached hereto and made a part hereof as Exhibit A is a Plat of Easement dated September 24, 1998, and prepared by Jacob & Hefner Associates, P.C., depicting and describing Edmier Road between Cicero Avenue and Ridgeland Avenue, with the District Portions of Edmier Road depicted in blue;

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WHEREAS, attached hereto and made a part hereof as Exhibit B is an aerial photograph generally depicting Edmier Road between Cicero Avenue and Ridgeland Avenue, with the District Portions of Edmier Road depicted in blue and the ComEd Portions of Edmier Road depicted in yellow;

WHEREAS, on March 24, 1949, the District and ComEd granted reciprocal perpetual non-exclusive easements to one another and their successors, lessees and assigns concerning use and maintenance of Edmier Road, in addition to other purposes, said easement agreement being attached hereto and made a part hereof as Exhibit C ("1949 Easement");

WHEREAS, included in the 1949 Easement was the non-exclusive right for ComEd, its successors, lessees and assigns to traverse Edmier Road between Cicero Avenue and Laramie Avenue for ingress to and egress from certain lands owned by ComEd south of the Railroad Tracks, specifically, lands "immediately south of and adjacent to said strip of land, forty (40) feet wide, upon which said concrete roadway is located, and to other lands owned by [ComEd] immediately South of and adjacent to the southerly right-of-way line of the [Railroad Tracks], lying west of the center line of South Laramie Avenue extended," with the District reserving "all its rights to the use, occupation and ownership of said real estate, and such use, occupation and ownership shall not be interfered with by any exercise of rights granted hereunder, all subject to the easement herein expressly granted";

WHEREAS, the 1949 Easement was subject to several conditions, including, but not limited to, that ComEd "pay to the [District] the proportion of the cost of maintaining and repairing the concrete pavement now or hereafter existing on said private roadway of the [District], and such proportion of said costs to be paid for by [ComEd] shall be determined by the Chief Engineer of the [District]. Further, [ComEd] agrees to restrict its use of said concrete pavement to light motor trucks and other vehicles with a weight when loaded approved by the Chief Engineer of the [District]";

WHEREAS, the 1949 Easement also provided that the District may use the ComEd Portions of Edmier Road "for motor trucks and other vehicles with a weight when loaded as approved by the Chief Engineer of [ComEd]";

WHEREAS, Kornerstone is a successor in interest to ComEd, having acquired, leased or otherwise occupied ComEd lands benefitted by the 1949 Easement;

WHEREAS, as successor in interest to ComEd under the 1949 Easement, Kornerstone has requested an amendment to the 1949 Easement to: (1) add an additional 0.46± acres of District land located west of Laramie Avenue to the easement premises, (2) allow ingress to and egress from Kornerstone's lands located north of the Railroad Tracks, and (3) allow use of the District Portions of Edmier Road by any vehicle or equipment authorized by law to travel upon Cicero Avenue; and

WHEREAS, the District is willing to amend the 1949 Easement, subject to the terms and conditions set forth below, as authorized by order of its Board of Commissioners on March 5, 2020, a copy of which is attached hereto as Exhibit D and incorporated herein.

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NOW THEREFORE, in consideration of the payment of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) by Kornerstone to the District, the mutual covenants and agreements of the District and Kornerstone and other good and valuable consideration, receipt of which is hereby acknowledged, the District and Kornerstone hereby agree as follows:

1. All of the foregoing recitals are incorporated by reference herein and made a part hereof as if set forth in full, same constituting the factual basis for this transaction.

2. Effective upon the date of execution of this First Amendment by both parties, the 1949 Easement is hereby amended to grant Kornerstone, its lessees and invitees the non-exclusive right to traverse by vehicle the District Portions of Edmier Road:

- a) For ingress to and egress from ComEd lands expressly specified in and benefited by the 1949 Easement;
- b) For ingress to and egress from certain lands owned, leased or otherwise occupied by Kornerstone located both north and south of the Railroad Tracks (collectively referred to as "Kornerstone's Lands"), as depicted in the aerial photograph attached hereto and made a part hereof as Exhibit B, and identified by PINs in the document attached hereto and made a part hereof as Exhibit E;

(To the extent there is a conflict between Exhibits B and E as to the location of Kornerstone's Lands, Exhibit B shall control);

- c) With any vehicle or equipment that is authorized by law to travel upon Cicero Avenue without any special governmental permit or license; and
- d) For no other purpose and to and from no other lands whatsoever.

3. The District expressly retains its interest in and rights to use and occupy the District Portions of Edmier Road, and to grant further easements and assign, sell or lease the same to other parties, subject to the easement rights herein granted.

4. Kornerstone shall be responsible for maintaining, repairing, resurfacing and regrading the District Portions of Edmier Road so that they are at all times in good condition and in adequate repair, including, but not limited to, filling in cracks and potholes and resurfacing and regrading whenever the condition of all or any part of the District Portions of Edmier Road reasonably warrants such repairs, resurfacing and/or regrading. In the event that Kornerstone fails to properly maintain, repair, resurface or regrade the District Portions of Edmier Road in accordance with this paragraph, the District may issue a 30 calendar day notice to Kornerstone directing such work. If Kornerstone does not cause such work to be commenced within 30 calendar days after receipt of such notice, the District may cause such work to be performed and Kornerstone shall pay to the District the entire reasonable cost thereof within 30 calendar days upon rendition of bills to Kornerstone by the District.

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5. The District's Sewer Maintenance Unit repaired the grating on the District Portions of Edmier Road over the past two years due to increased truck traffic attributable to Kornerstone and/or its tenants. Attached hereto and made a part hereof as Exhibit F is an aerial photograph depicting the location of the grating that was replaced. Kornerstone must inspect the grating according to IDOT standards and intervals, and perform all necessary repairs as part of its maintenance responsibilities under paragraph 4 above. Also as part of its maintenance responsibilities under paragraph 4 above, Kornerstone shall plow the District Portions of Edmier Road whenever snow and/or ice accumulates on the surface of the roadway.

6. Kornerstone must promptly make, and continue to make, all necessary surface water drainage corrections from Kornerstone's Lands to prevent storm-related runoff from flooding onto the District's adjacent railroad tracks. Kornerstone shall contact Tom Ryan, Chief Operating Engineer II, at (708) 588-4065 or RyanT@mwrp.org to coordinate with the District the steps that will be taken to address current drainage issues of this nature.

7. Nothing in this paragraph shall reduce or diminish any obligation incurred by any District tenant under its lease with the District pertaining to its use of the District Portions of Edmier Road, or any part thereof, for accessing or exiting its District leasehold. Kornerstone acknowledges that it is not a party to such leases and that nothing in this First Amendment shall confer upon Kornerstone any right to enforce any provision contained therein. Upon request by Kornerstone, the District will provide Kornerstone with the contact information of any District tenant having an obligation to contribute towards the maintenance of the District Portions of Edmier Road, or any part thereof, under its lease with the District. The District acknowledges that requiring its tenants to contribute towards the maintenance of roadways that provide access to leasehold sites based upon their shared proportionate use of the roadways is a standard provision contained in its leases. It is expressly understood that under no circumstances shall the District be responsible for maintaining, repairing, resurfacing and/or regrading the District Portions of Edmier Road or any part thereof, or contributing in any way towards the payment of same.

8. To the extent any such obligation exists, Kornerstone shall bear and fully assume any and all of the District's obligations under the 1949 Easement for maintaining, repairing, resurfacing and regrading the ComEd Portions of Edmier Road, with no contribution from the District at any time under any circumstances.

9. Kornerstone authorizes the District to use the ComEd Portions of Edmier Road with any vehicle or equipment that is authorized by law to travel upon said public right-of-way of Cicero Avenue without any special governmental permit or license.

10. Kornerstone for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless the District, its Commissioners, officers, agents, servants, and employees against any claim (whether or not meritorious), loss, damage, cost or expense which the District, its Commissioners, officers, agents, servants and employees may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time

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be caused by or in connection with use, maintenance or possession of the District's Portions of Edmier Road by Kornerstone, its officers, agents, servants, employees, tenants, and invitees, and for any such loss, damage, cost or expense which shall at any time be caused by or in the performance of any work or construction, installation, maintenance, removal or repair of any buildings, structures or improvements placed upon the District's Portions of Edmier Road by any such entity or individual, whether the same be caused by the negligence of Kornerstone or any contractor employed by Kornerstone. In case any action, suit or suits shall be commenced against the District growing out of any such claim, loss, damage, cost or expense, the District may give written notice of the same to Kornerstone, and thereafter Kornerstone shall attend to the defense of the same and save and keep harmless the District from all expenses, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith.

11. Kornerstone, prior to entering upon the District's Portions of Edmier Road and using the same for the purposes for which this First Amendment is granted, shall procure, maintain and keep in force at Kornerstone's expense, public liability property damage insurance in which the District, its Commissioners, officers, agents, and employees are a named insured and fire and extended coverage and all risk property insurance in which the District is named as the Loss Payee or Additional Insured from a company to be approved by the District. ("CLAIMS MADE" policies are unacceptable). Each afore-referenced policy shall have limits of not less than:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability
 in the amount of not less than \$4,000,000.00 per occurrence
 (Including Liability for Environmental Contamination of Adjacent Properties)
 and
ALL RISK PROPERTY INSURANCE
 (Including Coverage for Environmental Contamination
 of the District's Portions of Edmier Road)
 in the amount of not less than \$4,000,000.00 per occurrence

Kornerstone shall furnish to the District certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon the District's written request, Kornerstone shall provide the District with copies of the actual insurance policies within ten (10) days of the District's request for same. Such certificates and insurance policies shall clearly identify the District's Portions of Edmier Road and shall provide that no change, modification or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the District. The provisions of this paragraph shall in no wise limit the liability of the District as set forth in the provisions of paragraph 10 above.

12. The parties acknowledge that the underlying purpose of the easement rights granted under paragraphs 2(a) and 2(b) above is to allow Kornerstone to connect by easement the District Portions of Edmier Road to the ComEd Portions of Edmier Road

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so as to create a continuous roadway from Cicero Avenue to Ridgeland Avenue for the use and benefit of Kornerstone to and from Kornerstone's Lands, including use of the areas encroaching onto District land between Laramie Avenue and Lombard Avenue that are part of the District Portions of Edmier Road, as referenced above.

13. Under paragraphs 2(c) and 9 above, it is the mutual intention of the District and Kornerstone that prior approval is not required from either the District or Kornerstone for use of the District Portions of Edmier Road and the ComEd Portions of Edmier Road by any vehicle or equipment that is: (a) authorized by this First Amendment to use such portions of the roadway; and (b) authorized by law to travel upon the public right-of-way of Cicero Avenue without any special governmental permit or license. Prior written approval shall be required from the District before any vehicle or equipment that requires any such permit or license may access the District Portions of Edmier Road pursuant to the easement rights granted herein.

14. The construction and installation of any improvements to the District Portions of Edmier Road by Kornerstone, including safety barriers, guard rails, traffic signs, traffic warnings, speed limits, stop signs, and traffic calming devices, and the reconstruction, resurfacing and/or regrading of said roadway by Kornerstone, shall be in accordance with plans and specifications therefor prepared at Kornerstone's expense and supplied to the District by Kornerstone. No work shall commence until said plans and specifications have been approved by the Executive Director of the District or his designee. The District reserves the right to refuse any request to install such improvements. However, the District's Executive Director shall not unreasonably refuse approval or delay approval of Kornerstone's proposed plans and specifications for roadway repairs or improvements that fulfill Kornerstone's obligations under paragraph 4 above to keep the roadway "in good condition and in adequate repair, including, but not limited to, filling in cracks and potholes and resurfacing and regrading whenever the condition of all or any part of the District Portions of Edmier Road reasonably warrants such repairs, resurfacing and/or regrading." Within 30 calendar days after the execution of this First Amendment, Kornerstone will submit to the District its proposed plans and specifications for the work to be performed for repairing, improving and maintaining the District Portions of Edmier Road. Within 30 calendar days after its receipt of the proposed plans and specifications, the District will either approve the plans and specifications in writing or specify in writing any deficiency in the plans and specifications that should be corrected together with a specific description of a correction satisfactory to the District. If the District identifies a deficiency, Kornerstone will submit revised plans and specifications within 20 calendar days of Kornerstone's receipt of any written notice of deficiency, and the District will have 20 calendar days from its receipt of the revised plans and specifications to either approve or disapprove the revisions in writing. If the District does not give the required notices of approval or disapproval within the required time limits, or request an extension of time, which request shall be reasonably considered, the plans and specifications submitted by Kornerstone shall be deemed approved.

15. Each party shall give the other party a minimum of 45 calendar days written notice of its intention to install, maintain, repair, or replace any improvements on or beneath the District Portions of Edmier Road and/or the ComEd Portions of Edmier Road that might temporarily disrupt or impair vehicular or equipment ingress and egress during

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the period when such work will be performed. However, no written notice shall be required in the event of an emergency situation that threatens the immediate disruption of the District's operations, or which threatens imminent injury or damage to persons or property.

16. Kornerstone shall not voluntarily or by operation of law assign, or otherwise transfer or encumber all or any part of Kornerstone's interest in this First Amendment or the District Portions of Edmier Road to any other governmental agency, individual, partnership, joint venture, corporation, land trust or other entity without prior written consent of the District, such consent not to be unreasonably withheld. When considering whether to provide such consent, the District may consider the proposed assignee's liquidity, financial circumstances, business background and reputation. However, the District shall not refuse to consent on the basis of the use of Kornerstone's Lands, provided such use conforms to local zoning. In all instances where the District's consent is required, the District may condition its consent upon payment of a standard document preparation fee that is typically charged by the District for such transactions, but may not condition its consent upon the payment of additional consideration of money, property or services for the easement rights granted hereunder, provided the scope and intensity of the proposed assignee's use conforms to the easement rights and restrictions contained herein.

A change in the control of Kornerstone shall constitute an assignment requiring the District's consent. The transfer of a cumulative basis of the twenty-five percent (25%) or more of the cumulative voting control of Kornerstone shall constitute a change in control for this purpose. However, no consent is needed for any transfer of ownership interest from any existing owner of Kornerstone to such owner's spouse or child or other lineal issue by blood or adoption. Kornerstone shall notify the District in writing not less than sixty (60) calendar days prior to any proposed assignment or transfer of interest in this First Amendment. Kornerstone shall identify the name and address of the proposed assignee/transferee and deliver to the District original or certified copies of the proposed assignment, a recital of assignee's personal and financial ability to comply with all the terms and conditions of this First Amendment and any other information or documentation requested by the District.

Any attempted assignment or transfer of any type not in compliance with these sections shall be void and without force and effect.

17. All notices herein provided for from the District to Kornerstone or Kornerstone to the District shall be personally served or mailed by U.S. Registered or Certified Mail, Return Receipt Requested, First Class Postage Prepaid addressed to Kornerstone at:

Niles D. Jehn, Managing Member
2296 Commodores Club Blvd
St. Augustine, FL 32080-9161
Cell: (414) 801-6584
Email: ndjehn@aol.com

With a copy to: Nicholas Loniello, Esq.
Loniello & Associates
131 W. Wilson St., Ste. 1201
Madison, WI 53703
Ph: (608) 251-1526
Email: nick@madlegal.com

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or to the District at:

Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Attn: Executive Director

or any other address either party may designate in writing. Any notice so mailed by one party hereto to the other shall be and is hereby declared to be sufficient notice for all the purposes of this First Amendment and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts.

18. Notwithstanding the 30 calendar day notice provided in paragraph 4 above, in the event Kornerstone defaults on, or fails to perform and carry out, any of the covenants and conditions herein contained, and such default or failure shall continue for sixty (60) calendar days after notice thereof, then and in any and either of such events, it shall and may be lawful for the District to pursue in a court of law any legal or equitable remedy available to the District against Kornerstone, including seeking injunctive relief to enforce any of the covenants and conditions herein contained.

19. The District reserves the exclusive right to police unauthorized use of the District Portions of Edmier Road by third-parties. The District acknowledges that use of the District Portions of Edmier Road by Kornerstone's lessees and invitees in a manner consistent with paragraph 2 above is authorized herein.

20. Kornerstone may provide written notice to the District of any perceived unauthorized use of the District Portions of Edmier Road that it wants rectified. Upon receiving such notice, the District may elect to subrogate to Kornerstone the right to curtail such use, as provided below.

Such right of subrogation shall be non-exclusive, with the District retaining the right at all times to pursue any legal or equitable remedies available by law to curtail such use, and shall be effective upon either: a) written notice from the District to Kornerstone indicating that such non-exclusive right is being subrogated to Kornerstone; or b) the passage of sixty (60) calendar days after Kornerstone provides the District with written notice of such unauthorized use during which time the District has neither notified Kornerstone that the use is authorized nor taken any reasonable steps to curtail such use. The District will be deemed to have not taken any reasonable steps to curtail such use if, during said sixty (60) calendar days, it fails to diligently pursue elimination of the unauthorized use.

The remedies available to Kornerstone against the unauthorized user when exercising this right of subrogation shall be limited to the following legal and equitable remedies: 1) injunctive and declaratory relief concerning the unauthorized use, including an injunction requiring that the unauthorized user repair any damage that it caused to the District Portions of Edmier Road; 2) out-of-pocket monetary damages

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compensating Kornerstone for any maintenance it undertakes or will have to undertake to repair any damage to or deterioration of said roadway caused by such unauthorized use; and 3) attorney's fees and court costs available by law. Kornerstone acknowledges that such remedies shall be pursued against the unauthorized user only and shall in no way be pursued against the District, its Commissioners, officers, agents, employees, lessees, licensees, and invitees.

21. Nothing in this Amendment cancels, impairs, or impedes any easement rights that Kornerstone may have acquired under the following instruments: (a) Easement granted incident to a conveyance dated March 20, 1930 and recorded in the office of the Cook County Recorder of Deeds on December 2, 1930 in Book 28937 at Pages 139-144 as Document Number 10801519, and memorialized and approved in the minutes of the District's Board of Commissioners dated March 20, 1930 at pages 603-604; and (b) Easement granted by a conveyance dated September 18, 1930 and recorded in the office of the Cook County Recorder of Deeds on December 2, 1930 in Book 28937 at pages 145-149. This acknowledgment is not intended to limit any responsibilities of Kornerstone under this First Amendment.

22. If any provision of this First Amendment is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provisions of this First Amendment, and this First Amendment will be construed as if such invalid, illegal or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal or unenforceable provision or by its severance. In lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this First Amendment a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

23. This First Amendment is not intended to grant any rights to any parties other than the District and Kornerstone, as specified above. In all other respects not explicitly mentioned in this First Amendment, all terms, conditions, covenants and agreements of the 1949 Easement shall remain in full force and effect, and shall continue to inure to and bind the District, Kornerstone and ComEd, and their successors, lessees and assigns.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Easement Agreement dated March 24, 1949, as of the date and year first written above.

METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO

BY: Frank Avila
Frank Avila
Chairman, Committee on Finance

ATTESTED:
BY: Jacqueline Torres
Jacqueline Torres, Clerk

KORNERSTONE PROPERTIES, LLC

BY: JEFFREY NILES II JEHN
Title: MANAGING MEMBER

ATTESTED:
BY: Peggy K Meyer
Title: Paralegal

No Company Seal

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STATE OF Wisconsin)
) SS
COUNTY OF Dane)

I, Nicholas J. Louiello, a Notary Public in and for said County,
(Name)

in the State aforesaid, DO HEREBY CERTIFY that Niles D. Jehn
(Name)

personally known to me to be the Manager
(Title)

of Kornerstone Properties, LLC, a limited liability company, and
(LLC Name)

n/a, personally known to me to be the
(Name)

n/a of said company, are the same persons
(Title)

whose names are subscribed to the foregoing instrument, who appeared before me this day in person and severally acknowledged that as such representatives of said company, duly executed said instrument on behalf of said company and caused the corporate seal of said company to be affixed thereto pursuant to authority given by the Board of Directors of said company, as their free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of March, 2020, A.D. 2020.

Nicholas J. Louiello
Notary Public

My Commission expires: _____

is permanent

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APPROVED AS TO FORM AND LEGALITY:

Chris Murray ^(by SM)
Head Assistant Attorney

Susan Marshall
General Counsel

APPROVED:

Brian Berkovich
Executive Director

Property of Cook County Clerk's Office

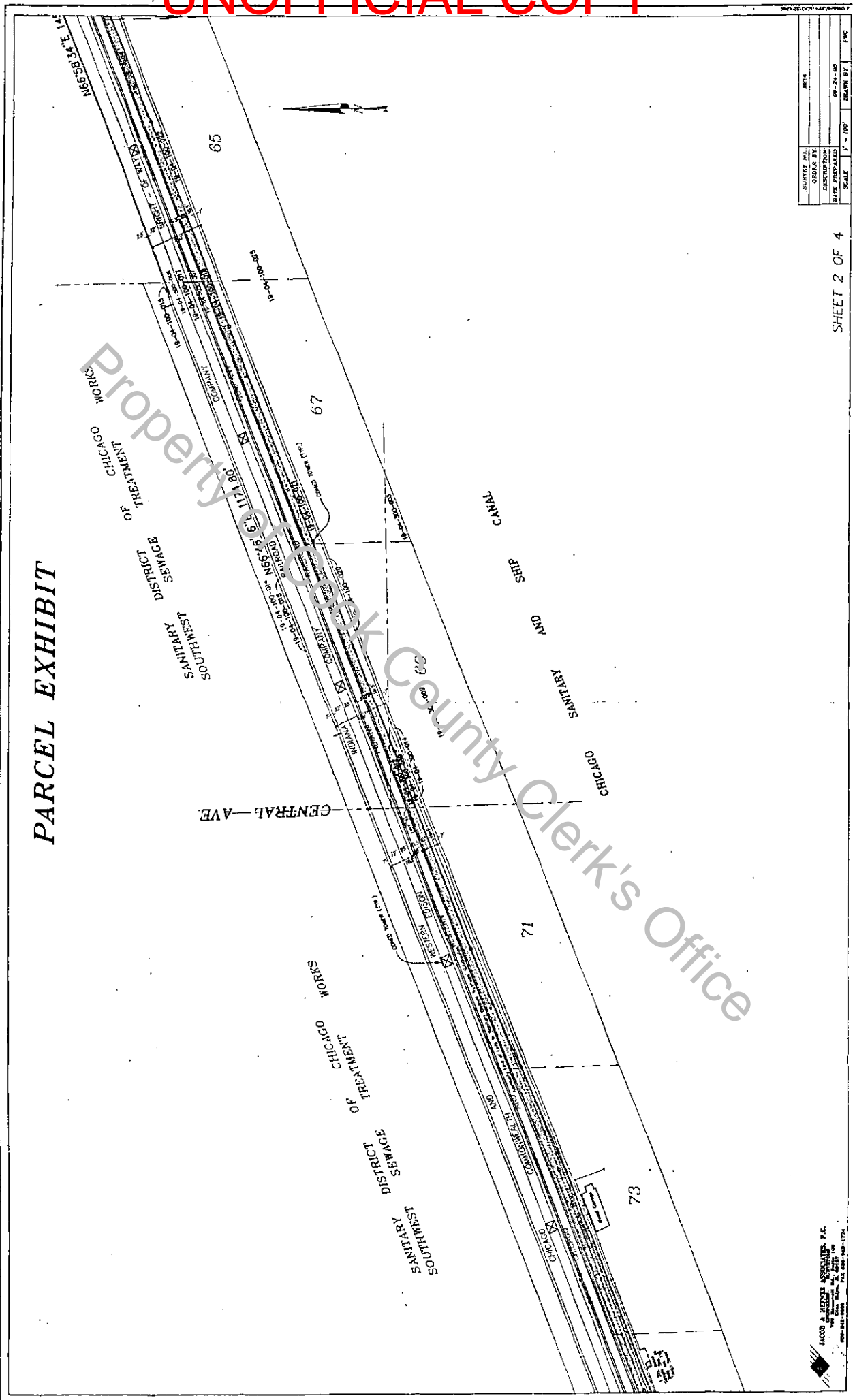
RECEIVED:

Fees

Insurance

Bond

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PARCEL EXHIBIT

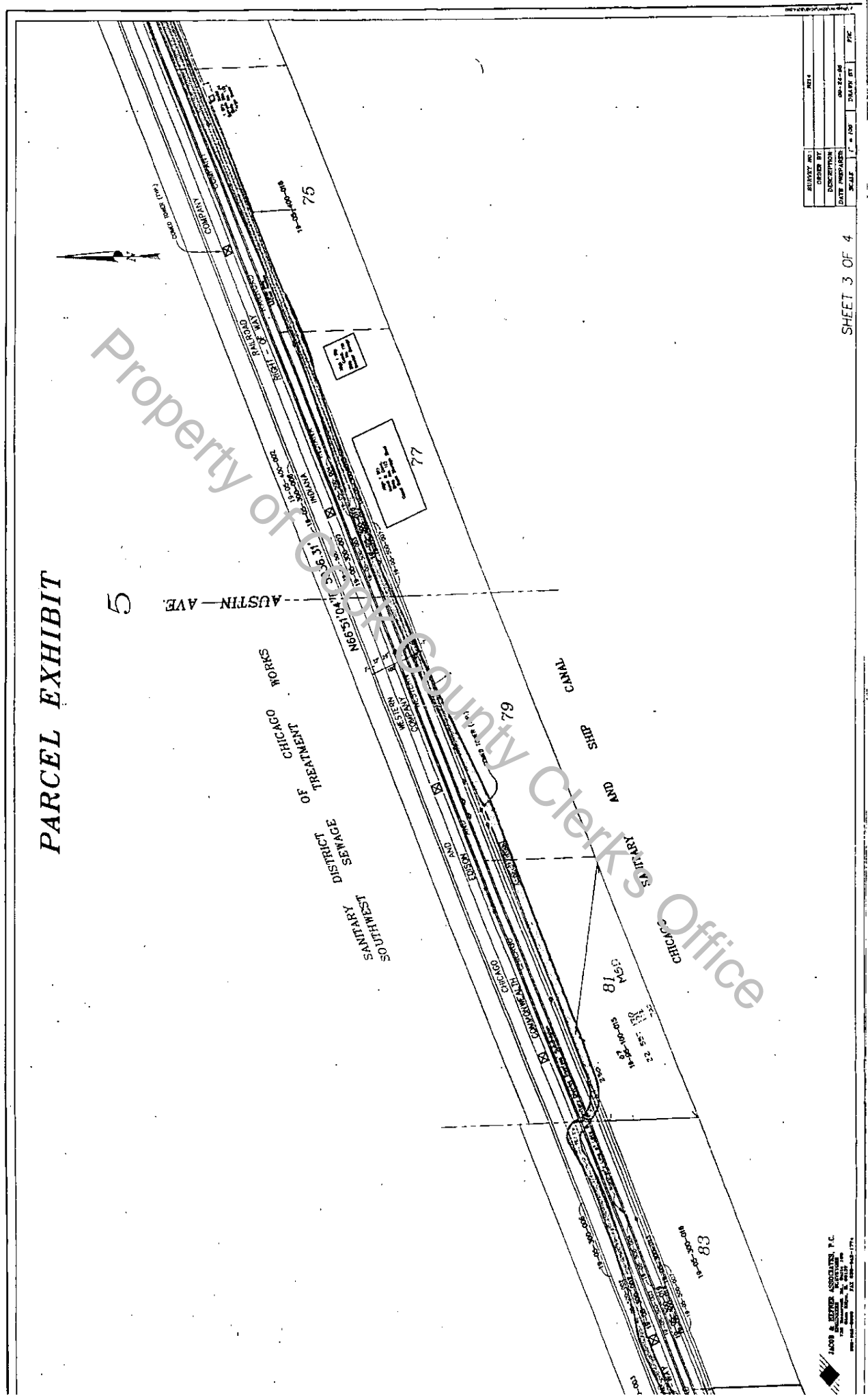
DATE PREPARED	09-24-08
SCALE	1" = 100'
DRAWN BY	PMC
DATE	
DESCRIPTION	
ORDER BY	
SURVEY NO.	

SHEET 2 OF 4

JACOB & METZ ASSOCIATES, P.C.
 1000 N. LAKE ST., SUITE 1000
 CHICAGO, IL 60611
 TEL: 312.467.1174
 FAX: 312.467.1175

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PARCEL EXHIBIT



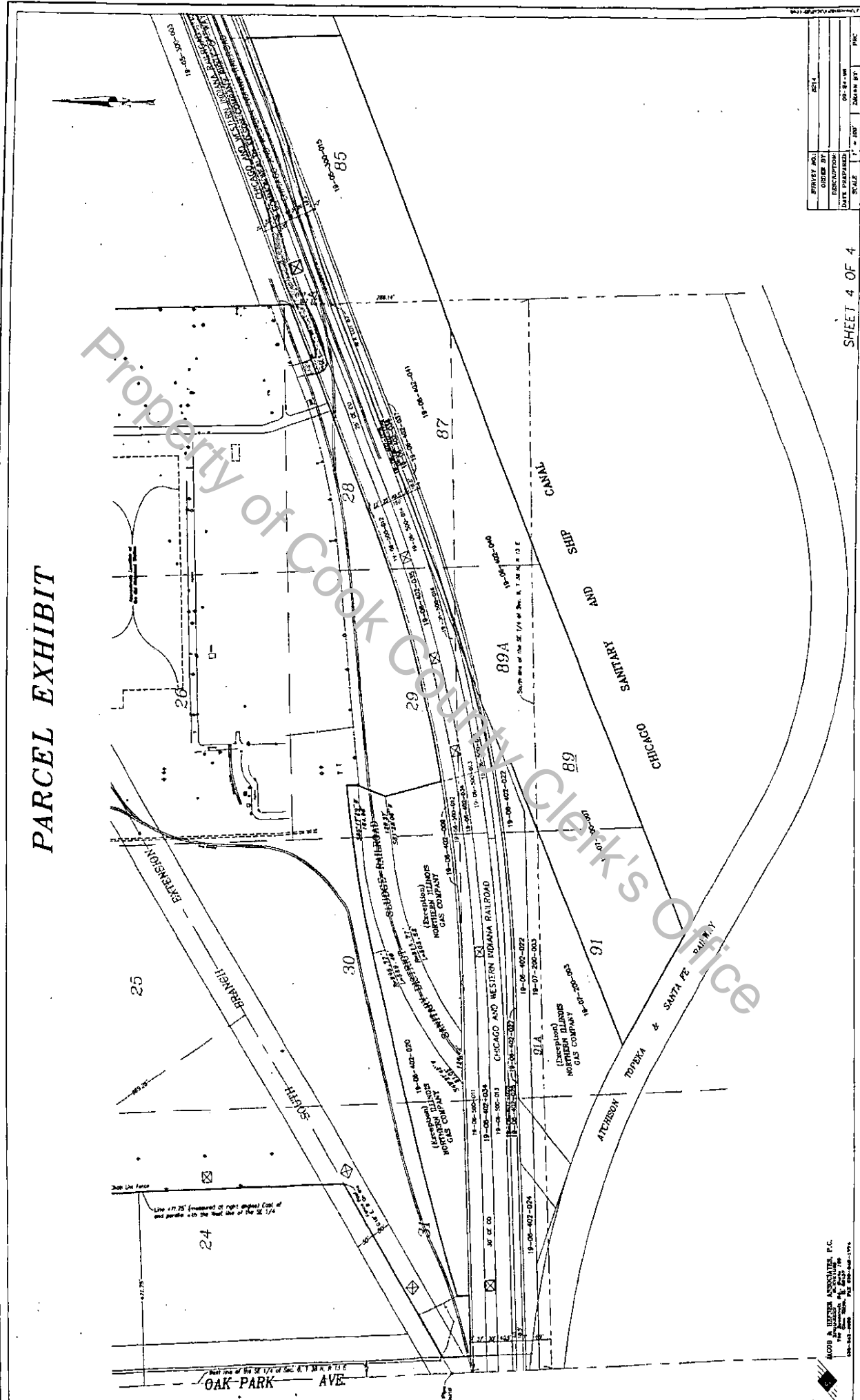
INDEX NO.	2014
DATE OF INDEX	08-22-08
DATE OF SALE	
SHEET NO.	17 of 108
DATE OF SALE	
PRICE	

SHEET 3 OF 4

JACOB B. BECKER ASSOCIATES, P.C.
 100 N. LAKE STREET, SUITE 1000
 CHICAGO, ILLINOIS 60601
 TEL: 312.427.1174

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PARCEL EXHIBIT

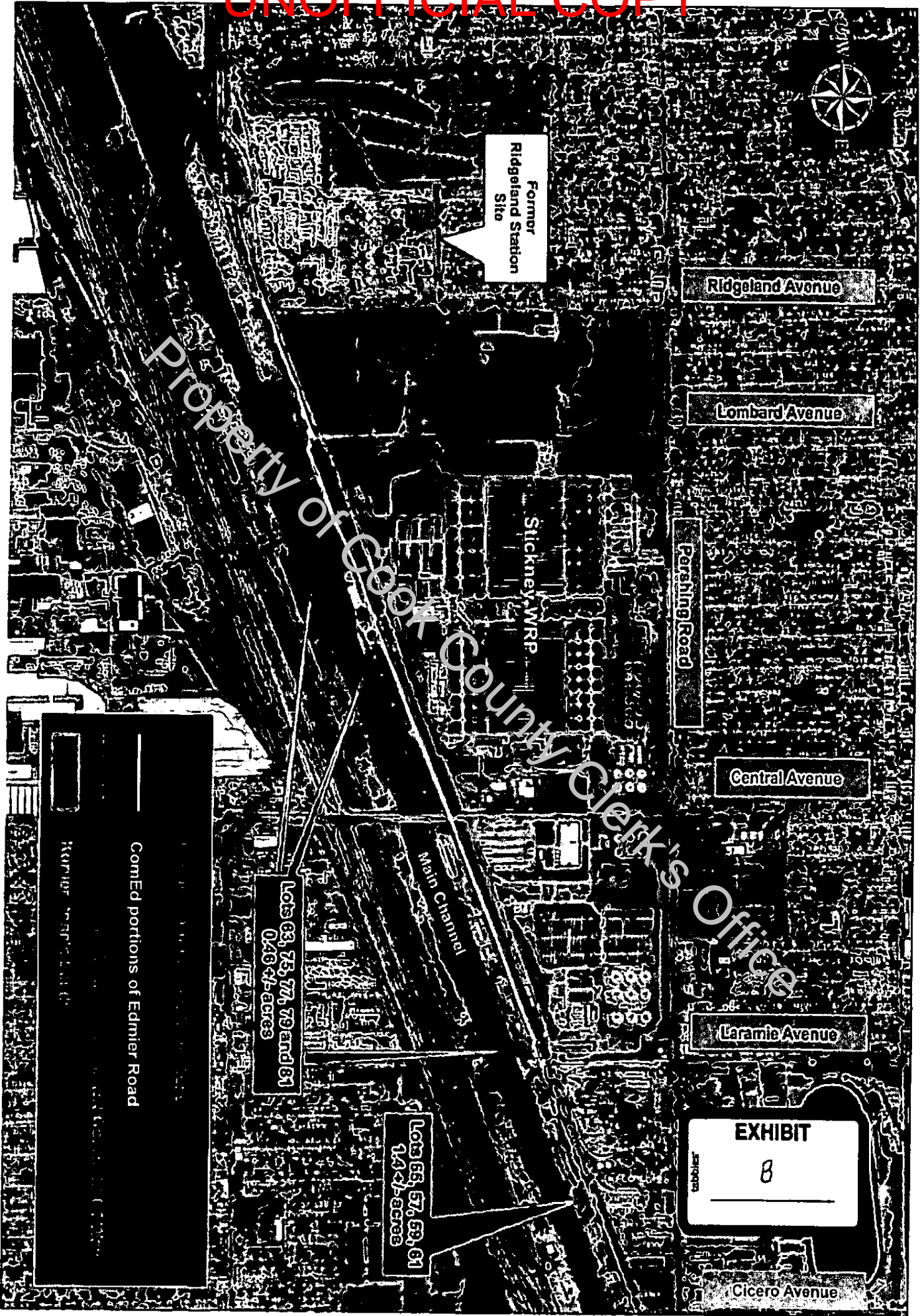


DATE EXAMINED	SCALE	DATE DRAWN	BY
	1" = 100'		
ORDER BY	DESCRIPTION	DATE EXAMINED	SCALE
DATE EXAMINED	SCALE	DATE DRAWN	BY

SHEET 4 OF 4

MOB & WESTERN ADVERTISING, P.C.
 100 N. LAUREL ST., CHICAGO, ILL. 60602
 TEL: 312-467-1774

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Former
Ridgeland Station
Site

Ridgeland Avenue

Lombard Avenue

Pershing Road

Central Avenue

Laramie Avenue

EXHIBIT
8

Cicero Avenue

Stickney-WRP

Main Channel

Property of Cook County Clerk's Office

ComEd portions of Edmier Road
Huron Street

Lots 63, 73, 77, 79 and 81
0.48 +/- acres

Lots 65, 67, 69, 81
1.4 +/- acres

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THIS AGREEMENT, made and entered into this 21st day of
March, A.D. 1949, by and between THE DISTRICT
 DISTRICT OF CHICAGO, a municipal corporation, organized and
 existing under and by virtue of the laws of the State of Illinois,
 (hereinafter sometimes referred to as the "Grantor") and
 COMMONWEALTH EDISON COMPANY, an Illinois corporation, (hereinafter
 sometimes referred to as the "Grantee"),

W I T N E S S E T H I A T:

WHEREAS, the Grantee is about to construct two under-
 ground conduit lines and install cables and wires therein for the
 transmission of power and electrical energy, an underground water
 main, and a portion of a roadway which will extend from its
 Crawford Station, located at 3507 South Pulaski Road, in the City
 of Chicago, Cook County, Illinois, to its Midgeland Station, lo-
 cated near 43rd Street and Midgeland Avenue, in the Villages of
 Etteaney and Forest View, Cook County, Illinois, and the Grantee
 desires to construct a part of said two conduit lines, one manhole
 and water main under and through the premises of the Grantor; and

WHEREAS, in order to construct said underground conduit
 lines with cables, manholes, and appurtenances, (hereinafter re-
 ferred to as "underground conduit lines") and said underground
 water main (hereinafter referred to as "water main"), it is
 necessary that the Grantee obtain the right, privilege and author-
 ity to construct, maintain and operate the same under and through
 certain parcels of real estate hereinafter described; and

WHEREAS, in order to construct said roadway, it is
 necessary that the Grantee obtain the right, privilege and author-
 ity to construct and maintain the same upon, under and across
 certain parcels of real estate hereinafter described; and

EXHIBIT

tabbiter

C

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right so to do, to grant, sell, lease, convey, or otherwise dispose of the real estate for the purposes herein specified.

NOW, THEREFORE, the Grantor has and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the faithful performance by the Grantee of its covenants, hereinafter contained, of these presents instrument, insofar as it has the right so to do, subject to the exceptions, conditions, conditions and limitations hereinafter stated, unto the Grantee, the right, privilege and authority to install, construct, reconstruct, repair, maintain, and operate and underground conduit lines for the transmission of power and electrical energy, upon and under and through the following described parcels of real estate designated Parcel A, B and C, to-wit:

PARCEL A.

Two (2) strips of land, each five (5) feet wide, and a parcel of land sixteen (16) feet long and ten (10) feet wide, (which parcel also includes a part of one of the strips above mentioned) lying within the strip of land forty (40) feet wide, curved and used by the Grantor as a right-of-way for a road, through Lot Sixty-one (61) of the Sanitary District Trustees' Subdivision of right-of-way from the north and south center line of Section Thirty (30), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, to Cook County, State of Illinois, as shown in red on the plat marked "Exhibit A", attached hereto and made a part hereof, the center line of said strips being approximately twenty (20) feet apart measured at right angles to said center lines.

PARCEL B.

A strip of land Twenty (20) feet in width, extending over and across the westerly Fifty (50) feet of Lot Thirty-seven (37) of said Sanitary District Trustees' Subdivision, situated in South Pulaski Road in the City of

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Chicago, County of Cook, State of Illinois,
as shown colored in blue on Exhibit marked
"Exhibit B", attached hereto, and made a part
hereof.

PARCEL C.

Two (2) strips of land, each five (5) feet
wide, lying within the northern portion of
and extending under and across the westerly
fifty-one and one-half (51.5) feet
feet of Lot Fifty-three (53) of said Sanitary
District Trustees' Subdivision, and two (2)
strips of land, each five (5) feet wide,
lying within the northern portion of and
extending under and across the Easterly Forty
eight and four-eighths (48.48)
feet of Lot Fifty-five (55) of said Sanitary
District Trustees' Subdivision, all situated
in Cicero Avenue, in the City of Chicago,
County of Cook, State of Illinois, as shown
colored in blue on a plat marked "Exhibit C",
attached hereto, and made a part hereof.

And the Grantor further grants, insofar as it has a
right to do, unto the Grantee, subject to the conditions and
limitations, hereinafter stated, the right, privilege and author-
ity to construct, reconstruct, repair, maintain and operate a
water main not to exceed twelve (12) inches internal diameter,
under and through said Parcel B, and the following described real
estate designated as Parcels D and E, to-wit:

PARCEL D.

A strip of land two (2) feet wide lying be-
tween the said two strips of land above des-
cribed as Parcel A approximately equidistant
from the center of each of said strips, as
shown colored in blue on said Exhibit A.

PARCEL E.

A strip of land two (2) feet wide lying be-
tween the said two strips of land above des-
cribed as Parcel C, approximately equidistant
from the center line of said strips as shown
colored in blue on said Exhibit C.

And the Grantor further grants, insofar as it has a right
so to do, to the Grantee, subject to the conditions and limitations
hereinafter stated, the right, privilege and authority to construct,
reconstruct, repair and maintain a roadway upon, over, along and
across the following described real estate, designated as Parcels

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BOOK 44982 PAGE 242

PARCEL A

A triangular shaped piece of land lying in the westerly twelve (12) feet of said Lot Sixty-one (61) as shown colored in yellow on said Exhibit A.

PARCEL B

An irregularly shaped piece of land lying in the northern portion of said Lot Sixty-three (63), adjacent to the existing southerly right-of-way line of the Chicago and Illinois Western Railroad Company, and northwesterly of the Outcrop Substation of the Grantor, as shown colored in yellow on said Exhibit A.

And the Grantor further grants to the Grantee, permission to use the existing private concrete roadway of the Grantor, so long as the Grantor shall use it, said roadway being located upon the North forty (40) feet of Lots Fifty-five (55), Fifty-seven (57), Fifty-nine (59) and across Lot Sixty-one (61) of said Sanitary District Trustees' Subdivision in the City of Chicago and Village of Stickney, County of Cook, State of Illinois, as shown colored in green upon said Exhibit C, for ingress to and egress from lands owned by the Grantee immediately south of and adjacent to said strip of land, forty (40) feet wide, upon which said concrete roadway is located, and to other lands owned by the Grantee immediately south of and adjacent to the southerly right-of-way line of the Chicago and Illinois Western Railroad, lying west of the center line of South Laramie Avenue, extended, subject to conditions hereinafter stated.

All grants hereunder to the Grantee are subject to the following conditions:

1. The Grantor reserves all its rights to the use, occupation and ownership of said real estate, and such use, occupation and ownership shall not be interfered with by any exercise of rights granted hereunder, all subject to the easement herein expressly granted.

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... shall be responsible for the construction, maintenance, repair, and operation of all structures, including but not limited to, conduits, lines, pipes, ditches, water mains, gas mains, sewer lines, bridges, roads, railroads, transmission lines, poles, towers or other structures of any kind (hereinafter referred to as "afore-said structures") upon, under, over, or across the property described herein, and in so doing incur additional expense for additional work which it would not have had to incur if the underground conduit lines, water main, or roadway had not been constructed by the Grantee upon, in, under, or across said premises, the Grantee will reimburse the Grantor for all such additional expenses, subject to the following:

a. The Grantee shall at all times exercise due care and caution in constructing, repairing, operating and maintaining said underground conduit lines, water main, and roadway, and in storing material required for such work so as not to interfere in any manner with any improvements, structures, or other property of the Grantor located on, over, or in the vicinity of said real estate, provided, however, that if the Grantee, after obtaining the permission and approval of the Grantor so to do, shall temporarily remove any improvement, structure, or other property of the Grantor, the same shall be promptly replaced or restored to its original condition at the expense of the Grantee in a good and workmanlike manner acceptable to the Chief Engineer of the Grantor.

b. The Grantee shall assume, pay, indemnify, and save harmless the Grantor from all liens arising out of any construction, alteration or repair work done, suffered, or permitted to be done by the Grantee upon said parcels of land and from and against any and all costs and expenses (including attorneys' fees) and from and against any and all claims, demands, actions or causes of action, arising or growing out of any loss of or damage to property or injury to or death of persons which may be due to the installation, use, maintenance, or state of repair on said real estate of said underground conduit lines, water main, or private roadway of the Grantee.

3. The Grantee agrees to pay to the Grantor the proportion of the cost of maintaining and repairing the concrete pavement now or hereafter existing on said private roadway of the Grantor, and such proportion of said costs as to be paid for by the Grantee shall be determined by the Chief Engineer of the Grantor. Further,

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the Grantor, shall be permitted to use said concrete pavement for light motor trucks and other vehicles with a weight when loaded not to exceed that of the Chief Engineer of the Grantor.

4. Whenever the underground conduit lines or water main are constructed adjacent to or under the concrete pavement on said private roadway of the Grantor, the Grantee agrees to backfill the excavation with sand and replace the concrete pavement, if put or disturbed, all in a manner and with material approved by the Chief Engineer of the Grantor.

5. The Grantee agrees that the Grantor may use the private roadway which the Grantee is about to construct between Laramie Avenue and Ridgeland Avenue for motor trucks and other vehicles with a weight when loaded as approved by the Chief Engineer of the Grantor.

6. The Grantee agrees that upon the request of the Chief Engineer of the Grantor, it will at its own cost and expense, place and maintain an appropriate signboard adjacent to the easterly entrance of the private roadway, said signboard extended and the tracks of the Chicago and North Western Railroad, stating that such road is private and not for public use. Further, the Grantee also agrees to provide, maintain, and operate a suitable chain-barrier at the said easterly entrance, said chain-barrier to be opened only for the passage of employees or officials of the Grantor and the Grantee.

7. The Grantee further agrees that because of its use of such grants of travel over the private roadway of the Grantor, as specified in this agreement, it will not at any time claim a prescriptive right to use such grants.

8. In the event that the part of the underground conduit lines or water main on the real estate of the Grantor hereinabove described shall cease to be used by the Grantee for the purposes herein granted, then the Grantee shall within twelve (12)

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months after such abandonment, the Grantor shall be liable to reimburse the Grantee for any expense to which it may be put on account of such removal. In the event that the Grantee fails to remove the abandoned conduit lines and water main within twelve (12) months after the abandonment thereof, the Grantor shall have the right to remove said abandoned conduit lines and water main from said real estate, and the Grantee agrees to reimburse the Grantor promptly for the expense of said removal.

9. The Grantor shall give written notice to the Grantee that it is about to construct one or more of the aforesaid structures, involving additional expenses for additional work, and after thirty (30) days after the giving of said written notice, the Grantor may proceed with such work and incur such additional expense and the Grantee shall promptly reimburse the Grantor for such additional expense upon the rendition of detailed bills therefor.

10. The Grantee agrees that it will at its own cost and expense, protect and support its underground conduit lines and water main and surface pavement during the construction, construction, repair, maintenance, and operation of the aforesaid structures by the Grantor.

11. The Grantee agrees that it will at all times, at its own sole cost and expense, protect, maintain, and support said underground conduit lines, so as not to injure or cause the death of any person or persons, or damage any property of the Grantor or others, whether such protection, maintenance, or support are made necessary by any work done on the aforesaid real

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estate by the Grantor or others, or the presence of employees of the Grantor, its officers, contractors, or agents, or their employees, or otherwise, and further, the Grantor expressly assumes liability for and agrees to protect and save harmless the Grantor from any loss or damage to all property of every kind and nature and from any death and injury to all persons whatsoever arising from or growing out of or incident to the construction, use, reconstruction, repair, maintenance, existence or removal of said underground conduit lines, whether caused by the negligence of the Grantor, its officers or employees, or the agents or contractors of the Grantor, or the employees or servants of such agents or contractors, or any other person whatsoever or otherwise.

12. The Grantor agrees that the underground conduit lines, water main and roadway, shall be built in a thorough and substantial manner which will not interfere with the use by the Grantor of the real estate above described.

Wherever in this agreement the terms "Grantor" and "Grantee" are used, it is agreed by the parties hereto that these terms include "successors, lessees, and assigns."

IN WITNESS WHEREOF, the Grantee has hereto set its hand and seal, and the Sanitary District has caused these presents to be executed in its name by its duly authorized officers and its seal to be affixed hereto, all as of the date hereinbefore mentioned.



COMMONWEALTH EDISON COMPANY

By [Signature]
President

THE SANITARY DISTRICT OF CHICAGO

By [Signature]
Chairman of the Committee on Finance of the Board of Trustees.

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APPROVED FOR THE SANITARY DISTRICT OF MILWAUKEE

AS TO MERCHANTABILITY:

H. A. C. [Signature]
Departmental Engineer.

[Signature]
Sanitary Engineer.

[Signature]
Chief Engineer.

AS TO FORM AND LEGALITY:

[Signature]
Senior Assistant Attorney.

[Signature]
Attorney.

APPROVED:

[Signature]
General Superintendent.

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STATE OF ILLINOIS
COUNTY OF COOK

I, LARRY L. NICHOL, a Notary Public
in and for the said County, in the State aforesaid, do
hereby certify that Edward J. Hoytk, President, and
J. Haris Ward, Secretary, respectively, of the
Commonwealth Edison Company, personally known to me to be
such officers and to be the same persons whose names are
subscribed to the foregoing instrument as such President
and Secretary, appeared before me this day in person and
acknowledged that they signed, sealed with the corporate
seal of the Commonwealth Edison Company, and delivered the
said instrument as their free and voluntary act as such
officers, and as the free and voluntary act of said com-
pany, the Commonwealth Edison Company, being thereunto
duly authorized, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my notarial seal this 17 day of June
A. D. 1940.

Larry L. Nichol
Notary Public

Commission expires June 8, 1951

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STATE OF ILLINOIS
COUNTY OF COOK

I, Valeria E. Nielsen, a Notary Public

in and for the said County, in the State aforesaid, do hereby certify that Casimir Griglik, personally known to me to be the Chairman of the Committee on Finance of the Board of Trustees of The Sanitary District of Chicago, and Raymond Hartmann, personally known to me to be the Clerk of The Sanitary District of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, as such officers, and as the free and voluntary act of said Corporation, The Sanitary District of Chicago, being thereunto duly authorized for its uses and purposes therein set forth.

GIVEN under my hand and notarial seal this
24th day of March, A.D. 1949.

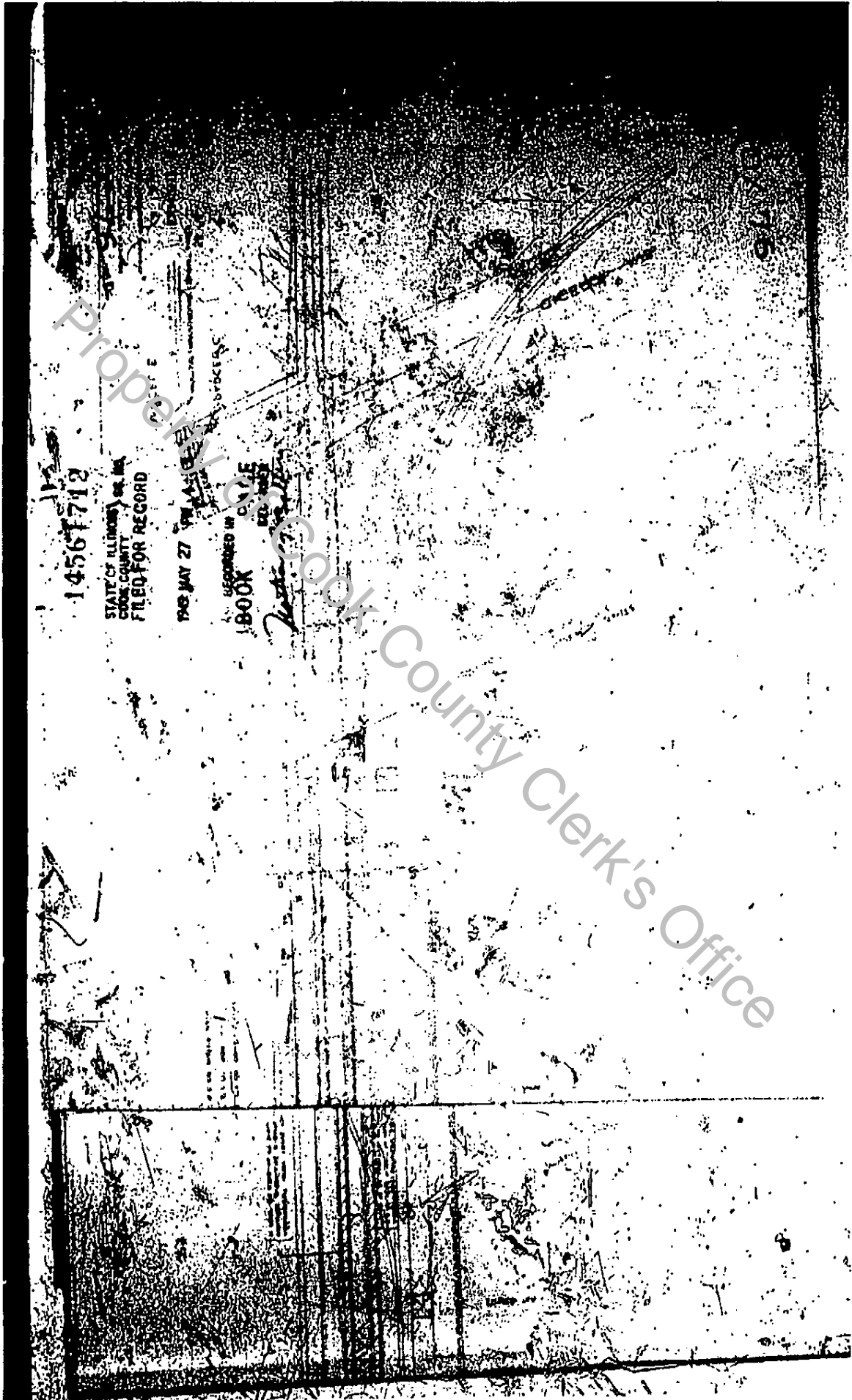
Valeria E. Nielsen
Notary Public



Commission expires April 17, 1954

For Plat, attached to and made part of this Document 14561712 see
Book 377 of Plate Pages 22-23

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File #: 20-0209 Version: 1

Type: Agenda Item Status: Adopted

File created: 2/25/2020 In control: [Real Estate Development Committee](#)

On agenda: 3/5/2020 Final action: 3/5/2020

Title: Authority to amend easement agreement dated March 24, 1949, between the District and Kornerstone Properties, LLC ("Kornerstone"), successor in interest to ComEd, to use and maintain the District-owned portions of Edmier Road located between Cicero Avenue and Ridgeland Avenue in Stickney and Forest View, Illinois. Consideration shall be a one-time fee of \$250,000.00

Attachments: 1. [Authority to amend easement agreement - Kornerstone Aerial.pdf](#)

History (1) [Text](#)

TRANSMITTAL LETTER FOR THE BOARD MEETING OF MARCH 5, 2020

COMMITTEE ON REAL ESTATE

Mr. Brian A. Perkovich, Executive Director

Title

Authority to amend easement agreement dated March 24, 1949, between the District and Kornerstone Properties, LLC ("Kornerstone"), successor in interest to ComEd, to use and maintain the District-owned portions of Edmier Road located between Cicero Avenue and Ridgeland Avenue in Stickney and Forest View, Illinois. Consideration shall be a one-time fee of \$250,000.00

Body

Dear Sir:

Edmier Road is a private roadway on both District and Commonwealth Edison ("ComEd") land between Cicero and Ridgeland Avenues in Stickney and Forest View, Illinois. Generally, the District owns the section between Cicero and Laramie Avenues and ComEd owns the section between Laramie and Ridgeland Avenues except for three small areas of District land west of Laramie Avenue comprising 0.46+ acres. On March 24, 1949, the District and ComEd granted reciprocal perpetual easements to one another and their successors for use of Edmier Road ("1949 Easement").

The District's easement to ComEd allowed access to ComEd lands located *south* of the Chicago and Western Indiana Railroad Company tracks ("Railroad Tracks") by light-weight vehicles and other vehicles approved by the District. It also required ComEd to contribute towards the maintenance of the District's roadway based upon ComEd's proportionate shared use thereof.

Kornerstone Properties, LLC ("Kornerstone") purchased ComEd land located *south* of the Railroad Tracks near Ridgeland Avenue. Kornerstone also occupies land located *north* of the Railroad Tracks.



3/5/2020

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Metropolitan Water Reclamation District of Greater Chicago - File #: 20-0209

An amendment to the 1949 Easement is necessary to: (1) add an additional 0.46± acres of District land located west of Laramie Avenue to the easement premises; (2) allow ingress to and egress from Kornerstone's lands located *north* of the Railroad Tracks; and (3) allow use of the easement premises by any vehicle or equipment authorized by law to travel upon Cicero Avenue. Such amendment would now allow Kornerstone and its tenants to use the District-owned portions of Edmier Road to access Kornerstone's lands located on both sides of the Railroad Tracks. As part of this amendment, Kornerstone will maintain the District-owned portions of Edmier Road without any contribution from the District.

The District's technical departments have reviewed Kornerstone's requests and have no objections thereto. A one-time easement fee of \$250,000.00 is recommended, which represents the appraised fair market value of the revised easement premises.

It is requested that the Executive Director recommend to the Board of Commissioners that it authorize an amendment to the easement agreement dated March 24, 1949, between the District and Kornerstone Properties, LLC ("Kornerstone"), successor in interest to ComEd, to use and maintain the District-owned portions of Edmier Road located between Cicero Avenue and Ridgeland Avenue in Stickney and Forest View, Illinois. Consideration shall be a one-time fee of \$250,000.00.

It is also requested that the Executive Director recommend to the Board of Commissioners that it authorize and direct the Chairman of the Committee on Finance and the Clerk to execute said easement amendment agreement after it is approved by the General Counsel as to form and legality.

Requested, Susan T. Morakalis, General Counsel, STM:EMA:CMM:vp

Recommended, Brian A. Perkovich, Executive Director

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for March 5, 2020

Attachment

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EXHIBIT E

KORNERSTONE BENEFITTED LANDS – LIST OF PERMANENT INDEX NUMBERS

19-05-300-003-0000	19-06-402-050-0000
19-05-300-006-0000	19-06-402-051-0000
19-05-300-007-0000	19-06-402-052-0000
19-05-300-013-0000	19-06-402-053-0000
19-05-300-030-0000	19-06-402-054-0000
19-05-300-031-0000	19-06-402-055-0000
19-05-300-032-0000	19-06-402-057-0000
19-05-300-033-0000	19-06-402-058-0000
19-05-300-034-0000	19-06-402-059-0000
19-06-400-004-0000	19-06-402-060-0000
19-06-401-010-0000	19-06-402-061-0000
19-06-401-011-0000	19-06-402-062-0000
19-06-402-009-0000	19-06-402-063-0000
19-06-402-020-0000	19-06-402-064-0000
19-06-402-021-0000	19-06-402-065-0000
19-06-402-022-0000	19-06-402-066-0000
19-06-402-023-0000	19-06-402-067-0000
19-06-402-025-0000	19-06-402-068-0000
19-06-402-028-0000	19-06-402-069-0000
19-06-402-034-0000	19-06-402-070-0000
19-06-402-035-0000	19-06-402-071-0000
19-06-402-046-0000	19-07-200-003-0000
19-06-402-047-0000	19-07-200-011-0000

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Metropolitan Water Reclamation District of Greater Chicago

Report on Probationary Service - 1 Year

11/24/18
CD

Department: Monitoring and Research Dept

Org Unit: 40016126

Name: George Gertos

Employee #: 00023209

Job Title: Pollution Control Technician I

Probation Start Date: December 13, 2017

Please complete this form and return it to the Director of Human Resources, via the Executive Director, before November 28, 2018.

Note: If the due date falls on a weekend, this form must be received in the Director of Human Resources' office no later than the preceding Friday.

Place a (x) in the appropriate space to indicate the employee's level of performance.

Behaviors/ Competencies	Improvement Required	Meets Standards	Highly Effective	Supervisory Competencies (if Applicable)	Improvement Required	Meets Standards	Highly Effective
Cooperation		✓		Coaching and Mentoring		NA	
Work Output		✓		Conflict Resolution and Negotiation		NA	
Problem Solving		✓		Management Orientation		NA	
Job Knowledge		✓		Safety		NA	
Compliance with Work Schedule		✓					
Safety		✓					

Overall Evaluation	Improvement Required*	Meets Standards	Highly Effective*
		✓	

* Please provide specific examples on reverse side of this form.

In view of the performance rated above:

- I certify that the employee's service has been satisfactory and that the appointment should become permanent.
- I am terminating the employee's service before the completion of the probation period.

11/26/18 Date
Nick Kollias Supervisor Signature
AC Title

Aquatic Biologist Title

Nick Kollias Supervisor (Print Name)
11/26/2018

This report has been discussed with me by my Supervisor. I understand my signature does not necessarily indicate agreement.

11/26/2018 Date
George Gertos Employee Signature

Comments:

1. 11/29/18 Date
Edward Tulacz Department Head

2. 11/30/18 Date
Joe N... Acting Executive Director

3. 12/2/18 Date
Berly S... Director of Human Resources

KB 11/28/18
JG

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Metropolitan Water Reclamation District of Great Lakes - Chicago

Probationary Progress Report - 3 Months

John A. 3/30/19

Department: Monitoring and Research Dept

Org Unit: 40016194

Name: Barbara Covic

Employee #: 00023390

Job Title: Pollution Control Technician I

Probation Start Date: January 23, 2019

Please complete this form and return it to the Director of Human Resources before April 23, 2019.

Note: If the due date falls on a weekend, this form must be received in the Director of Human Resources' office no later than the preceding Friday.

Place a (x) in the appropriate space to indicate the employee's level of performance.

Behaviors/Competencies	Improvement Required	Meets Standards	Highly Effective	Supervisory Competencies (If Applicable)	Improvement Required	Meets Standards	Highly Effective
Cooperation		X	[]	Coaching and Mentoring	N/A		X
Work Output		X		Conflict Resolution and Negotiation	N/A	X	
Problem Solving	[]	X		Management Orientation	N/A		
Job Knowledge		X		Safety	N/A		X
Compliance with Work Schedule		X	[]				
Safety		X	[]				

Improvement Required* Meets Standards Highly Effective*

Overall Evaluation	[]	X	[]
--------------------	-----	---	-----

* Please provide specific examples on reverse side of this form:

04/05/19

Jack Rasmussen
Supervisor Signature

Environmental Specialist

Title

Jack Rasmussen
Supervisor (Print Name)

[Signature] 4/5/19

MO
4/25/19

This report has been discussed with me by my Supervisor. I understand my signature does not necessarily indicate agreement.

4-5-19

[Signature]
Employee Signature

Comments:

MS. COVIC IS MAKING PROGRESS IN ACQUIRING THE KNOWLEDGE TO BECOME AN EFFECTIVE PCT. WITH MORE EXPERIENCE MS. COVIC SHOULD BECOME A VALUABLE MEMBER OF THE IWD-NORTH OFFICE STAFF.

4-26-19

[Signature]
Department Head

Date

Department Head

4/29/19

[Signature]
Director of Human Resources

Date

Director of Human Resources