

UNOFFICIAL COPY



\*2205555011\*

Doc# 2205555011 Fee \$88.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/24/2022 11:19 AM .PG: 1 OF 24

EASEMENT AGREEMENT

between

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY,

Grantor,

and

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO,

Grantee.

*This space reserved for recorder's use only.*

PINS:

15-21-502-005-0000

15-21-502-007-0000

15-21-502-008-0000

This document consists of 24 pages, this page included, and bears the date of November 18, 2021.

This Instrument Prepared by Susan T. Morakalis, General Counsel

By: Brendan J. Dailey  
Principal Attorney  
100 East Erie Street  
Chicago, Illinois 60611

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

RETURN TO: RECORDERS BOX 369

RECORDING FEE \* 88 -  
DATE 2/17/22 COPIES 6x  
OK BY R11870

# UNOFFICIAL COPY

Chicago Central & Pacific Railroad Company  
 Cook County  
 MWRD Parcel Nos. 242, 245, 246  
 Vicinity RR Milepost 15, 48  
 Freeport Subdivision

## EASEMENT AGREEMENT

This Easement Agreement ("**Agreement**") is executed to be effective as of this 18<sup>th</sup> day of November, 2021 ("**Effective Date**"), by and between CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY, an Delaware Corporation ("**Grantor**"), and the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic organized under the laws of the State of Illinois ("**Grantee**").

WHEREAS, Grantee is about to construct the Addison Creek Channel Improvements Project (Contract 11-187-3F), with appurtenances thereto (hereinafter termed the "**System**"), pursuant to its stormwater management authority under the Metropolitan Water Reclamation District Act (70 ILCS 2605/7h);

WHEREAS, the Grantee's Board of Commissioners adopted Ordinance No. R15-006, as amended by Ordinances R15-007, R18-003, R19-002, and R20-001, establishing the right-of-way for the construction, operation and maintenance of the System located in the municipalities of Northlake, Stone Park, Melrose Park, Bellwood, Westchester, and Broadview; and

WHEREAS, for the purpose of facilitating the construction of the System, it is necessary for Grantee to obtain a permanent easement for the channel improvements and a temporary construction easement to use portions of Grantor's right of way for access to the work, transportation, and storage of materials, tools, equipment and surplus excavation.

KNOW ALL MEN BY THESE PRESENTS, that CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY, an Delaware Corporation, duly authorized to do business in the State of Illinois, for and in consideration of the sum of **Forty-Eight Thousand Seven Hundred and Sixty-One and No/100s Dollars (\$48,761.00)**, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, so far as it lawfully may, unto the Metropolitan Water Reclamation District of Greater Chicago and its successors and assigns, a permanent easement and temporary construction easement as set forth herein, which is an assignable right and easement in the land to construct and have access to the System; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and

# UNOFFICIAL COPY

pipelines across and upon that portion of the right of way of Grantor, in the vicinity of Grantor's Freeport Subdivision at/near Mile Post 15.48 in Cook County, Illinois, shown and legally described on Exhibit A attached hereto and made a part hereof.

The grant aforesaid is made solely upon the conditions and limitations hereinafter contained, and the Grantee, by its acceptance of the said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. Grantee shall have the right to grant rights of entry to its agents, contractors or other governmental entities for the purpose of constructing and having access to the System. The easement granted in this Agreement is limited to the uses and purposes hereinbefore expressed and for no other purpose whatever. The right of way burdened by the easement granted herein is depicted and legally described on Exhibit A, attached hereto and made a part hereof.

2. The Grantor reserves to itself, its grantees (other than the Grantee named in this indenture), licensees, lessees, successors and assigns, the right not only to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises, but also the right to install and use or operate additional tracks, facilities and structures upon and beneath the surface of, or above, the said described premises, to the extent such activities do not unreasonably interfere with the use, function or integrity of the System. In the event the installation or operation of such additional tracks, facilities or structures require alterations or modifications to the System which do not interfere with its use, function or integrity, Grantee agrees to make such alterations or modifications upon written request from Grantor at Grantee's sole cost and expense, upon approval by Grantee's Board of Commissioners to make such expenditure. Additionally, the Grantor reserves the right to grant to others permission to install and use or operate other facilities and structures, including, but not limited to, underground pipes and conduits, upon and beneath the surface of the said premises, and overhead wires, cables, and poles or other structures for the support of such facilities and structures which may now or hereafter be on the said premises, to the extent such activities do not interfere with the use, function or integrity of the System. No attachments of any kind will be permitted to be installed on any structures or facility of the Grantee without the prior written consent of the Grantor, which consent will not be unreasonably withheld.

3. The Grantee shall, without charge or assessment therefor against the Grantor or the Grantor's property, and in accordance with plans and specifications which have been approved by Grantor's Chief Engineer or his duly authorized representative, perform all work and furnish any material necessary for the construction and maintenance of the System. The preliminary plans for the System are contained in Exhibit B, attached hereto and incorporated herein. Grantee shall have the right to remove or trim any branches or other vegetation that encroach on or above the easement area, as the Grantee deems necessary, for construction of the System improvements.

# UNOFFICIAL COPY

4. Neither the Grantor, nor its property, shall be subjected to any charge, assessment or expense, arising from, growing out of, or in any way attributable to, the grant contained herein, or the construction, maintenance, use or operation of the System. If the Grantor or its right of way is legally subjected to any such charge, assessment or expense, the Grantee shall pay Grantor, as additional compensation for the rights granted in this Agreement, an amount of money equal to any such charge, assessment or expense paid by Grantor.

5. The Grantor does not warrant title to the said described right of way in which the foregoing easement is granted and does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of easement aforesaid shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

6. If any work to be performed by or for the Grantee is let by contract, the Grantee shall require each contractor before coming upon the Grantor's right of way to obtain and execute from the Grantor's authorized representative the Grantor's current Right Of Entry form, and to ascertain and comply with the Grantor's requirements for clearances, operation, and its general safety regulations. The Grantor may furnish each contractor, at such contractor's sole cost and expense, protective services and devices, including, but not limited to, switch tenders, flagmen, or watchmen as the Grantor may deem reasonably necessary for the safety and continuity of railroad traffic during the work. (Flagmen are required for all work to be performed closer than 50 feet to the centerline of our tracks). Each contractor shall be required by the Grantee to prepay the Grantor promptly before any such protective services and devices shall be furnished to the contractor.

7. For any work let by contract, the Grantee shall require each of its contractors and subcontractors to furnish the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company:

- a. Statutory Workers Compensation and Employer's Liability insurance in an amount not less than \$500,000.
- b. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.
- c. Comprehensive General Liability (occurrence form) in an amount not less than \$5,000,000 dollars per occurrence, with an aggregate limit of not less than \$10,000,000 dollars. The Policy must name Railroad Company and its Parents as additional insureds in the following form:

Chicago, Central & Pacific Railroad Company and its parents  
c/o Insurance Department  
935 de La Gauchetiere St W  
Montreal, Quebec H3B 2M9

# UNOFFICIAL COPY

If the commercial general liability policy required herein contains any exclusions related to doing business or undertaking construction or demolition on, near, or adjacent to railroad facilities; such exclusion must be removed through issuance of endorsement CG 24 17 10 01, or a similar endorsement approved by Railroad Company in its sole discretion prior to the commencement of work hereunder.

- d. Railroad Protective Liability in an amount not less than \$5,000,000 dollars per occurrence, with an aggregate limit of not less than \$10,000,000 dollars. The Policy must name Railroad Company and its Parents as named insureds in the following form:

Chicago, Central & Pacific Railroad Company and its parents  
c/o Insurance Department  
935 de La Gauchetiere St W  
Montreal, Quebec H3B 2M9

The Grantee shall require each contractor to furnish to the Grantor the original Railroad Protective policy and certificates evidencing the other insurance coverage required in this Section. The Railroad Protective policy and all other insurance certificates shall be subject to the Grantor's approval before any work may be started on the Grantor's property or any contractor.

Before commencing work, Grantee shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverage, and upon request, Grantee shall deliver a certified, true and complete copy of the policy or policies at its sole cost and expense. The policies shall provide for not less than thirty (30) days prior written notice to Railroad Company of cancellation of or any material change in, the policies, and shall contain the waiver of right of subrogation.

8. As a consideration and as a condition without which this easement would not have been granted, Grantee agrees to indemnify and save harmless Grantor, its parents, affiliates, and their directors, officers, employees and agents and to assume all liability for death or injury to any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for all loss, damage or injury to any property, including, but not limited to, that belonging to the parties hereto, together with all expenses, attorneys' fees and costs incurred or sustained by Grantor, whether in defense of any such claims, demands, actions and causes of action or in the enforcement of the indemnification rights hereby conferred, in any manner or degree caused by, attributable to or resulting from the exercise of the rights herein granted to Grantee, or the failure of Grantee to conform to conditions of this easement, or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation or removal of any structure incident thereto, or from any activity of Grantee conducted on or occurrence originating on the area covered by this easement, except for the intentional or grossly negligent acts committed by Grantor or its contractors. At the election of Grantor, Grantee, upon notice to that effect, shall assume or join in the defense

# UNOFFICIAL COPY

of any claim based upon allegations purporting to bring said claim within the coverage of this section.

9. Grantee has the right to terminate this easement at any time during the easement term and to remove the System and any appurtenances thereto. If the public use of the easements on the premises described in this Agreement for the purposes expressed in it shall be abandoned or discontinued, the said easements shall thereupon cease, and the Grantee shall surrender or cause to be surrendered to the Grantor, or Grantor's successors or assigns, the peaceable possession of the said described premises, and title to the said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for use and occupancy of the said premises. Full and complete title, ownership and use of the Grantor's premises and of the portions thereof herein involved are reserved to Grantor, and its successors or assigns, subject to the right, permission and authority expressly granted in this indenture. Upon termination of the easement for any reason, the Grantee shall restore the Grantor's premises to a like condition as at present, insofar as such restoration may in the opinion of Grantor's duly authorized representative be practicable.

10. Subject to exceptions herein, this Agreement and the conditions contained in it shall run with the land and be binding upon the respective grantees, licensees, lessees, successors and assigns of the parties.

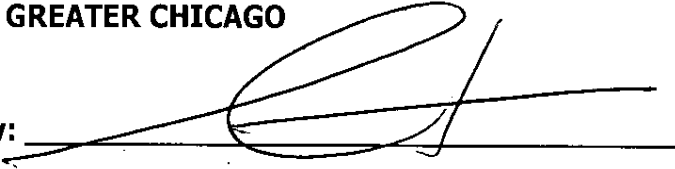
11. Grantor hereby acknowledges the aforesaid consideration for the easement rights granted in this Agreement represents payment in full for the realty interests herein conveyed, including any decrease in value to Grantor's remaining properties resulting therefrom, but Grantor does not waive or release any claim for trespass or negligence against the Grantee, or any agent or contractor of the Grantee, for any physical damage which may be caused to the Grantor's remaining properties or facilities.

[SIGNATURE PAGE FOLLOWS]

# UNOFFICIAL COPY

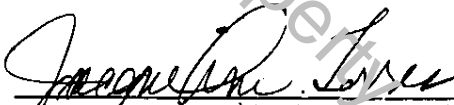
IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed and its corporate seal affixed by its proper duly authorized officers as of the 24<sup>th</sup> day of August, 2021.

**METROPOLITAN WATER RECLAMATION DISTRICT  
OF GREATER CHICAGO**

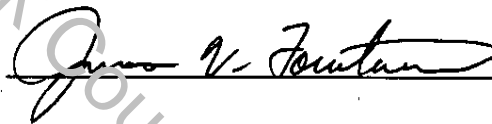
By: 

**Chairman of Committee on Finance**

**ATTEST:**

  
Jacqueline Torres, Clerk

**CHICAGO, CENTRAL & PACIFIC RAILROAD  
COMPANY**

By: 

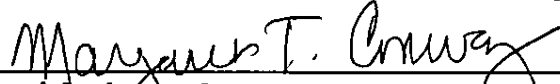
Title: SENIOR MANAGER REAL ESTATE

**ATTEST**

By: 

Title: Manager Public Works


**APPROVED AS TO FORM AND LEGALITY (MWRD):**

  
Head Assistant Attorney

BJD

  
General Counsel

**APPROVED:**

  
Executive Director





# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

I, Pamela J. Kunath Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marcelino Garcia, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and 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 severally acknowledged that as such Chairman of the Committee on Finance and such Clerk, they signed and delivered the said instrument as Chairman of the Committee on Finance of the Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

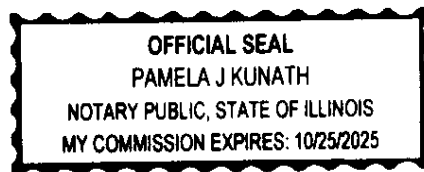
GIVEN under my hand and Notarial Seal this 14<sup>th</sup> day of December

A.D. 20 21.

Pamela J. Kunath  
Notary Public

My Commission expires:

10/25/2025



# UNOFFICIAL COPY

GRANTOR: Illinois Central Railroad Company

## PARCEL 242A-PERMANENT EASEMENT

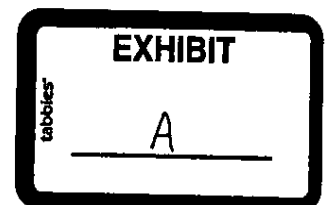
THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 117 IN GEORGE F. NIXON COMPANY'S TERMINAL ADDITION TO WESTCHESTER IN THE NORTH HALF OF SAID SECTION 21, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 27, 1926 AS DOCUMENT NUMBER 9162502; THENCE NORTH 21 DEGREES 00 MINUTES 15 SECONDS EAST ALONG THE SOUTHEAST LINE OF SAID LOT 117, A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF LOT 116 IN SAID IN GEORGE F. NIXON COMPANY'S TERMINAL ADDITION TO WESTCHESTER; THENCE SOUTH 69 DEGREES 00 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINES OF LOTS 110 THROUGH 116, A DISTANCE OF 350.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 110; THENCE SOUTH 21 DEGREE 00 MINUTES 15 SECONDS WEST, ALONG THE WEST LINE OF LOT 109 IN SAID GEORGE F. NIXON COMPANY'S TERMINAL ADDITION TO WESTCHESTER 20.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 109; THENCE SOUTH 69 DEGREES 00 MINUTES 16 SECONDS EAST ALONG THE SOUTH LINES OF LOTS 106, 107, 108 AND 109 IN SAID GEORGE F. NIXON COMPANY'S TERMINAL ADDITION TO WESTCHESTER 130.00 FEET; THENCE SOUTH 87 DEGREES 26 MINUTES 32 SECONDS WEST 32.44 FEET; THENCE NORTH 72 DEGREES 19 MINUTES 08 SECONDS WEST 141.40 FEET; THENCE NORTH 70 DEGREES 40 MINUTES 38 SECONDS WEST 40.90 FEET; THENCE NORTH 67 DEGREES 49 MINUTES 32 SECONDS WEST 51.47 FEET; THENCE NORTH 65 DEGREES 52 MINUTES 50 SECONDS WEST 136.09; THENCE NORTH 65 DEGREES 56 MINUTES 48 SECONDS WEST 166.03 FEET; THENCE NORTH 46 DEGREES 19 MINUTES 04 SECONDS WEST 12.96 FEET TO THE SOUTH LINE OF LOT 119 IN SAID GEORGE F. NIXON COMPANY'S TERMINAL ADDITION TO WESTCHESTER; THENCE SOUTH 69 DEGREES 00 MINUTES 16 SECONDS EAST ALONG THE SOUTH LINES OF LOTS 117, 118 AND 119 IN SAID GEORGE F. NIXON COMPANY'S TERMINAL ADDITION TO WESTCHESTER, A DISTANCE OF 96.88 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN No. 15-21-502-005-0000

ALL AS SHOWN ON A PLAT **MARKED EXHIBIT 242A** ATTACHED HERETO AND MADE A PART THEREOF.

AREA OF PERMANENT EASEMENT: 15,589 SQ FT



# UNOFFICIAL COPY

## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

AND

ILLINOIS CENTRAL RAILROAD COMPANY

PIN:15-21-502-005-0000

GRANTOR(S)

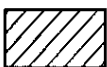
N



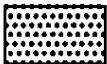
### WEST 1/2 NORTHEAST 1/4 SECTION 21-39-12



#### LEGEND



PERMANENT EASEMENT



TEMPORARY EASEMENT

#### EXHIBIT 242A

NOT TO SCALE

ADDISON CREEK  
CHANNEL IMPROVEMENTS  
PROJECT

11-187-3F

PCMS NO.

# UNOFFICIAL COPY

GRANTOR: Illinois Central Railroad Company

## PARCEL 242B(1)-TEMPORARY EASEMENT

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 117 IN GEORGE F. NIXON COMPANY'S TERMINAL ADDITION TO WESTCHESTER IN THE NORTH HALF OF SAID SECTION 21, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 27, 1926 AS DOCUMENT NUMBER 9162502; THENCE NORTH 69 DEGREES 00 MINUTES 16 SECONDS WEST ALONG THE SOUTH LINE OF LOTS 117, 118 AND 119 IN SAID GEORGE F. NIXON COMPANY'S TERMINAL ADDITION TO WESTCHESTER, 96.88 FEET; THENCE SOUTH 46 DEGREES 19 MINUTES 04 SECONDS EAST 12.96 FEET; THENCE SOUTH 65 DEGREES 56 MINUTES 48 SECONDS EAST 166.03 FEET; THENCE SOUTH 65 DEGREES 52 MINUTES 50 SECONDS EAST 112.72 FEET; THENCE NORTH 69 DEGREES 00 MINUTES 16 SECONDS WEST 351.42 FEET; THENCE NORTH 15 DEGREES 16 MINUTES 54 SECONDS WEST 25.14 FEET TO THE SOUTH LINE OF LOT 121 IN SAID GEORGE F. NIXON COMPANY'S TERMINAL ADDITION TO WESTCHESTER; THENCE SOUTH 69 DEGREES 00 MINUTES 16 SECONDS EAST ALONG THE SOUTH LINE OF LOTS 119, 120 AND 121 IN SAID GEORGE F. NIXON COMPANY'S TERMINAL ADDITION TO WESTCHESTER 76.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN No. 15-21-502-005-0000

ALL AS SHOWN ON A PLAT **MARKED EXHIBIT 242B(1)** ATTACHED HERETO AND MADE A PART THEREOF.

AREA OF TEMPORARY EASEMENT: 3,682 SQ FT



# UNOFFICIAL COPY

GRANTOR: Illinois Central Railroad Company

## PARCEL 242B(2)-TEMPORARY EASEMENT

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF LOT 106 IN GEORGE F. NIXON COMPANY'S TERMINAL ADDITION TO WESTCHESTER IN THE NORTH HALF OF SAID SECTION 21, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 27, 1926 AS DOCUMENT NUMBER 9162502, A DISTANCE OF 10.00 FEET SOUTHEAST FROM THE SOUTHWEST CORNER OF SAID LOT 106 AS MEASURED ALONG SAID SOUTH LINE, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 87 DEGREES 26 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, A DISTANCE OF 32.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 26 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, A DISTANCE OF 17.61; THENCE NORTH 69 DEGREES 00 MINUTES 16 SECONDS WEST 105.35 FEET; THENCE SOUTH 72 DEGREES 19 MINUTES 08 SECONDS EAST 121.69 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN No. 15-21-502-005-0000

ALL AS SHOWN ON A PLAT **MARKED EXHIBIT 242B(2)** ATTACHED HERETO AND MADE A PART THEREOF.

AREA OF TEMPORARY EASEMENT: 371 SQ FT

# UNOFFICIAL COPY

## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

AND

ILLINOIS CENTRAL RAILROAD COMPANY

PIN:15-21-502-005-0000

GRANTOR(S)

N



### WEST 1/2 NORTHEAST 1/4 SECTION 21-39-12



MATCHLINE - SEE SHEET 2 OF 2

#### LEGEND



PERMANENT EASEMENT



TEMPORARY EASEMENT

#### EXHIBIT 242B(2)

NOT TO SCALE

ADDISON CREEK  
CHANNEL IMPROVEMENTS  
PROJECT

11-187-3F

PCMS NO.

# UNOFFICIAL COPY

GRANTOR: Chicago Central & Pacific Railroad Company

## PARCEL 245A-PERMANENT EASEMENT

THAT PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 106 IN GEORGE F. NIXON COMPANY'S TERMINAL ADDITION TO WESTCHESTER IN THE NORTH HALF OF SAID SECTION 21, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 27, 1926 AS DOCUMENT NUMBER 9162502, A DISTANCE OF 10.00 FEET SOUTHEAST FROM THE SOUTHWEST CORNER OF SAID LOT 106 AS MEASURED ALONG SAID SOUTH LINE, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 69 DEGREES 00 MINUTES 20 SECONDS EAST ALONG THE SOUTH LINE OF LOTS 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, AND THE VACATED ALLEY BETWEEN SAID LOTS 96 AND 97, AS DESIGNATED UPON THE PLAT OF SAID GEORGE F. NIXON COMPANY'S TERMINAL ADDITION TO WESTCHESTER, AND ITS EXTENSION EASTERLY, A DISTANCE OF 600.17 FEET TO THE CENTERLINE OF GARDNER ROAD; THENCE SOUTH 2 DEGREES 24 MINUTES 42 SECONDS EAST ALONG SAID CENTERLINE 62.11 FEET; THENCE NORTH 69 DEGREES 00 MINUTES 20 SECONDS WEST 42.07 FEET; THENCE NORTH 20 DEGREES 27 MINUTES 22 SECONDS EAST 14.38 FEET; THENCE NORTH 66 DEGREES 35 MINUTES 33 SECONDS WEST 4.70 FEET; THENCE NORTH 20 DEGREES 17 MINUTES 34 SECONDS EAST 10.04 FEET; THENCE NORTH 38 DEGREES 51 MINUTES 09 SECONDS WEST 42.91 FEET; THENCE SOUTH 55 DEGREES 21 MINUTES 07 SECONDS WEST 3.29 FEET; THENCE NORTH 69 DEGREES 33 MINUTES 47 SECONDS WEST 158.54 FEET; THENCE NORTH 68 DEGREES 27 MINUTES 02 SECONDS WEST 338.47 FEET; THENCE NORTH 69 DEGREES 55 MINUTES 15 SECONDS WEST 71.63 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH 87 DEGREES 26 MINUTES 32 SECONDS EAST ALONG SAID NORTH LINE 32.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN No. 15-21-502-007-0000

ALL AS SHOWN ON A PLAT **MARKED EXHIBIT 245A** ATTACHED HERETO AND MADE A PART THEREOF.

AREA OF TEMPORARY EASEMENT: 10,248 SQ FT



# UNOFFICIAL COPY

## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

AND

CHICAGO CENTRAL AND PACIFIC RAILROAD COMPANY

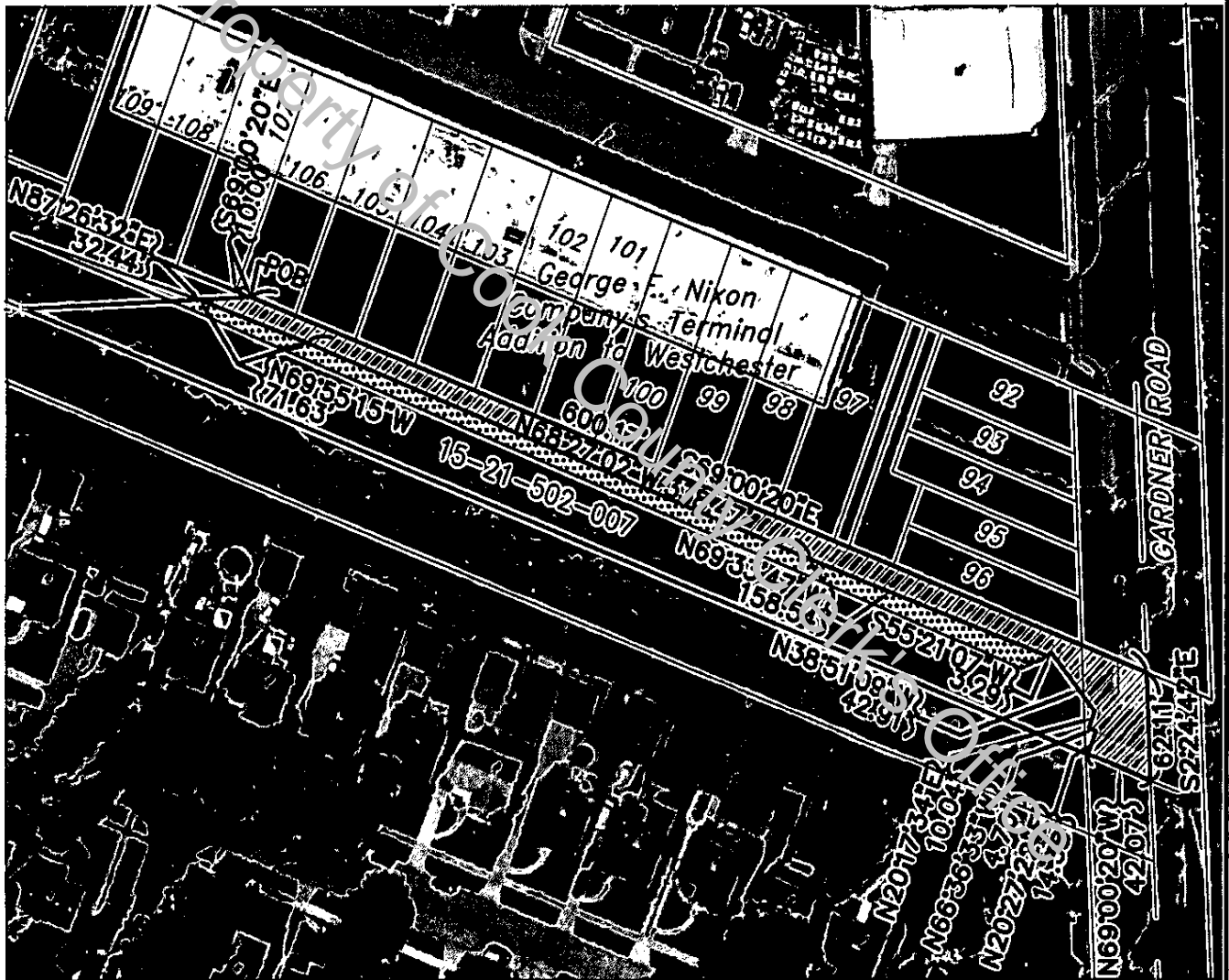
PIN:15-21-502-007-0000

GRANTOR(S)

N



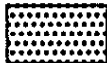
### WEST 1/2 NORTHEAST 1/4 SECTION 21-39-12



#### LEGEND



PERMANENT EASEMENT



TEMPORARY EASEMENT

#### EXHIBIT 245A

NOT TO SCALE

ADDISON CREEK  
CHANNEL IMPROVEMENTS  
PROJECT

11-187-3F

PCMS NO.

# UNOFFICIAL COPY

GRANTOR: Chicago Central & Pacific Railroad Company

## PARCEL 246A-PERMANENT EASEMENT

THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 96 IN GEORGE F. NIXON COMPANY'S TERMINAL ADDITION TO WESTCHESTER IN THE NORTH HALF OF SAID SECTION 21, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 27, 1926 AS DOCUMENT NUMBER 9162502; THENCE SOUTH 69 DEGREES 00 MINUTES 16 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 96 EXTENDED EASTERLY 43.59 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE SOUTH 02 DEGREES 24 MINUTES 42 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 62.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02 DEGREES 24 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE 46.86 FEET; THENCE NORTH 69 DEGREES 10 MINUTES 22 SECONDS WEST 60.12 FEET; THENCE NORTH 20 DEGREES 15 MINUTES 34 SECONDS EAST 43.18 FEET; THENCE SOUTH 69 DEGREES 00 MINUTES 16 SECONDS EAST 42.07 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21, AND THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN No. 15-21-502-008-0000

ALL AS SHOWN ON A PLAT **MARKED EXHIBIT 246A** ATTACHED HERETO AND MADE A PART THEREOF.

AREA OF PERMANENT EASEMENT: 2202 SQ FT

# UNOFFICIAL COPY

## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

AND

CHICAGO CENTRAL AND PACIFIC RAILROAD COMPANY

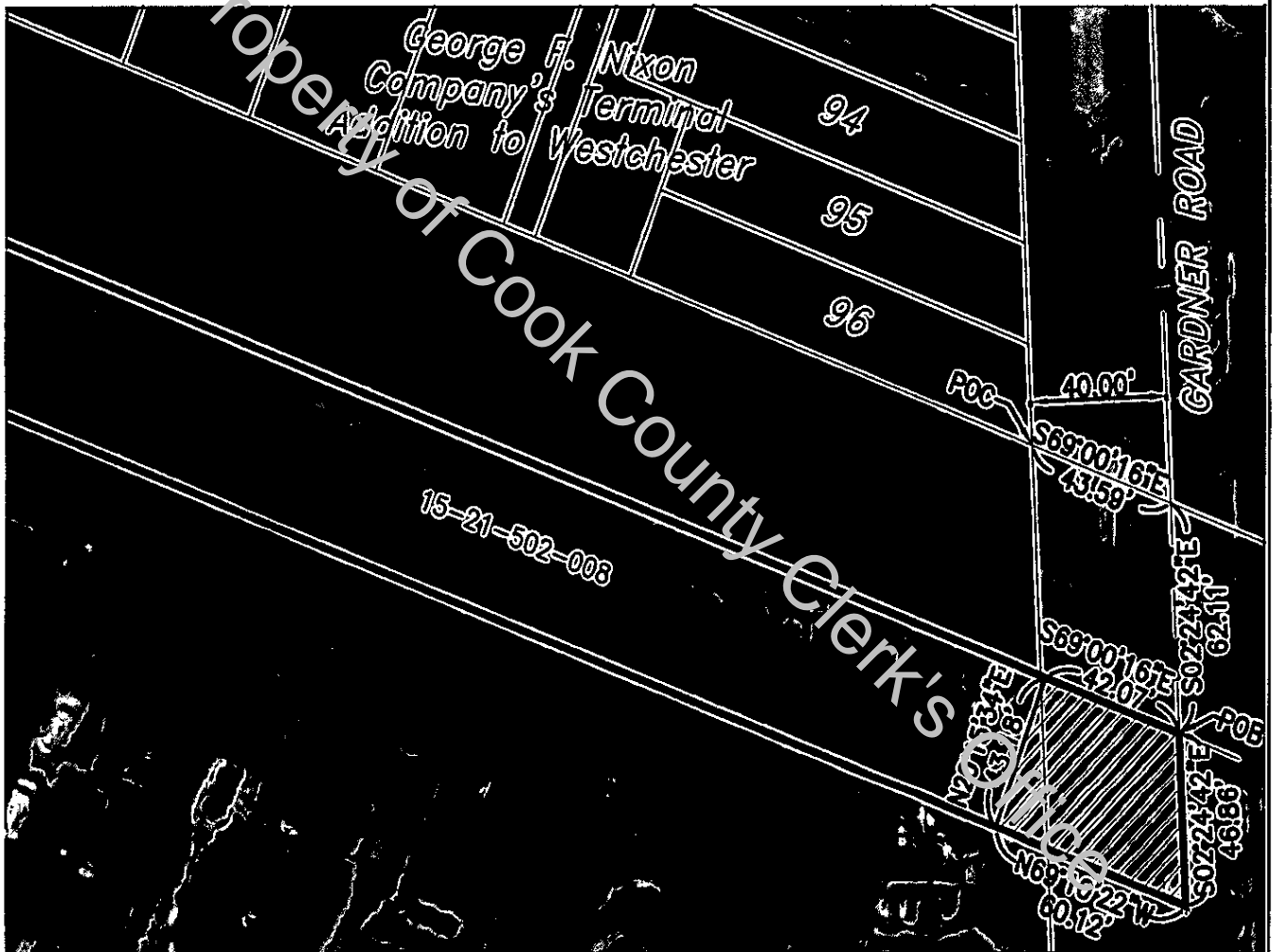
PIN:15-21-502-008-0000

GRANTOR(S)

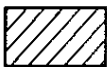
N



WEST 1/2 NORTHEAST 1/4 SECTION 21-39-12



### LEGEND



PERMANENT EASEMENT

### EXHIBIT 246A

NOT TO SCALE

ADDISON CREEK  
CHANNEL IMPROVEMENTS

PROJECT

11-187-3F

PCMS NO.

# UNOFFICIAL COPY

GRANTOR: Chicago Central & Pacific Railroad Company

## PARCEL 245B-TEMPORARY EASEMENT

THAT PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF LOT 106 IN GEORGE F. NIXON COMPANY'S TERMINAL ADDITION TO WESTCHESTER IN THE NORTH HALF OF SAID SECTION 21, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 27, 1926 AS DOCUMENT NUMBER 9162502, A DISTANCE OF 10.00 FEET SOUTHEAST FROM THE SOUTHWEST CORNER OF SAID LOT 106 AS MEASURED ALONG SAID SOUTH LINE, SAID POINT ALSO BEING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE SOUTH 87 DEGREES 26 MINUTES 32 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21, A DISTANCE OF 32.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 69 DEGREES 55 MINUTES 15 SECONDS EAST 71.63 FEET; THENCE SOUTH 68 DEGREES 27 MINUTES 02 SECONDS EAST 338.47 FEET; THENCE SOUTH 69 DEGREES 33 MINUTES 47 SECONDS EAST 158.54 FEET; THENCE SOUTH 66 DEGREES 13 MINUTES 51 SECONDS WEST 17.57 FEET; THENCE NORTH 68 DEGREES 24 MINUTES 44 SECONDS WEST 572.31 FEET TO THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH 87 DEGREES 26 MINUTES 32 SECONDS EAST ALONG SAID NORTH LINE 17.61 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN No. 15-21-502-007-0000

ALL AS SHOWN ON A PLAT **MARKED EXHIBIT 245B** ATTACHED HERETO AND MADE A PART THEREOF.

AREA OF TEMPORARY EASEMENT: 5,407 SQ FT

# UNOFFICIAL COPY

## METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

AND

CHICAGO CENTRAL AND PACIFIC RAILROAD COMPANY

PIN:15-21-502-007-0000

GRANTOR(S)

N



### WEST 1/2 NORTHEAST 1/4 SECTION 21-39-12

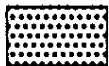


MATCHLINE - SEE SHEET 2 OF 2

#### LEGEND



PERMANENT EASEMENT



TEMPORARY EASEMENT

#### EXHIBIT 245B

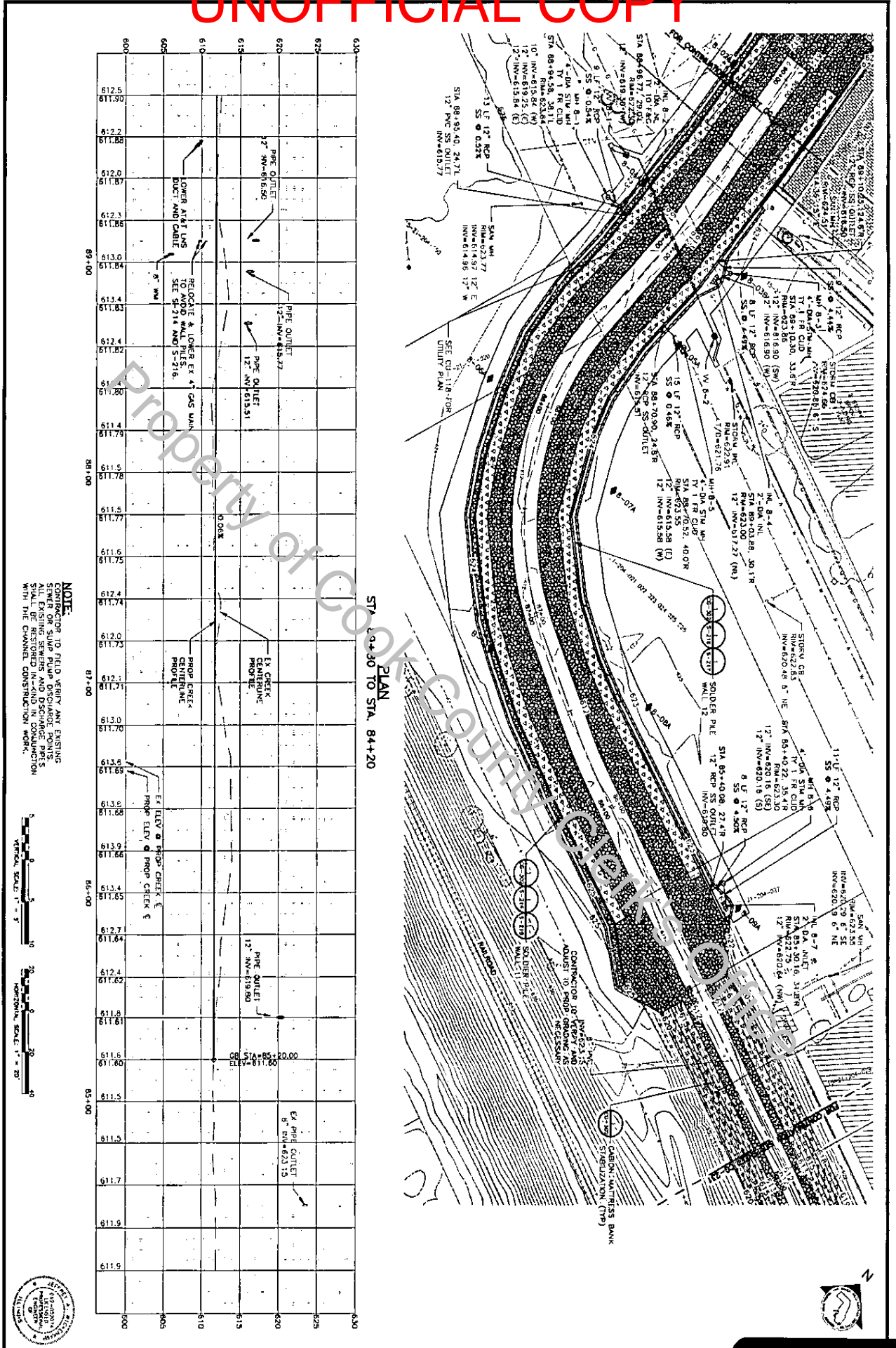
NOT TO SCALE

ADDISON CREEK  
CHANNEL IMPROVEMENTS  
PROJECT

11-187-3F

PCMS NO.

# UNOFFICIAL COPY



Sheet Number:  
**CG-230**  
Hyge Number: X

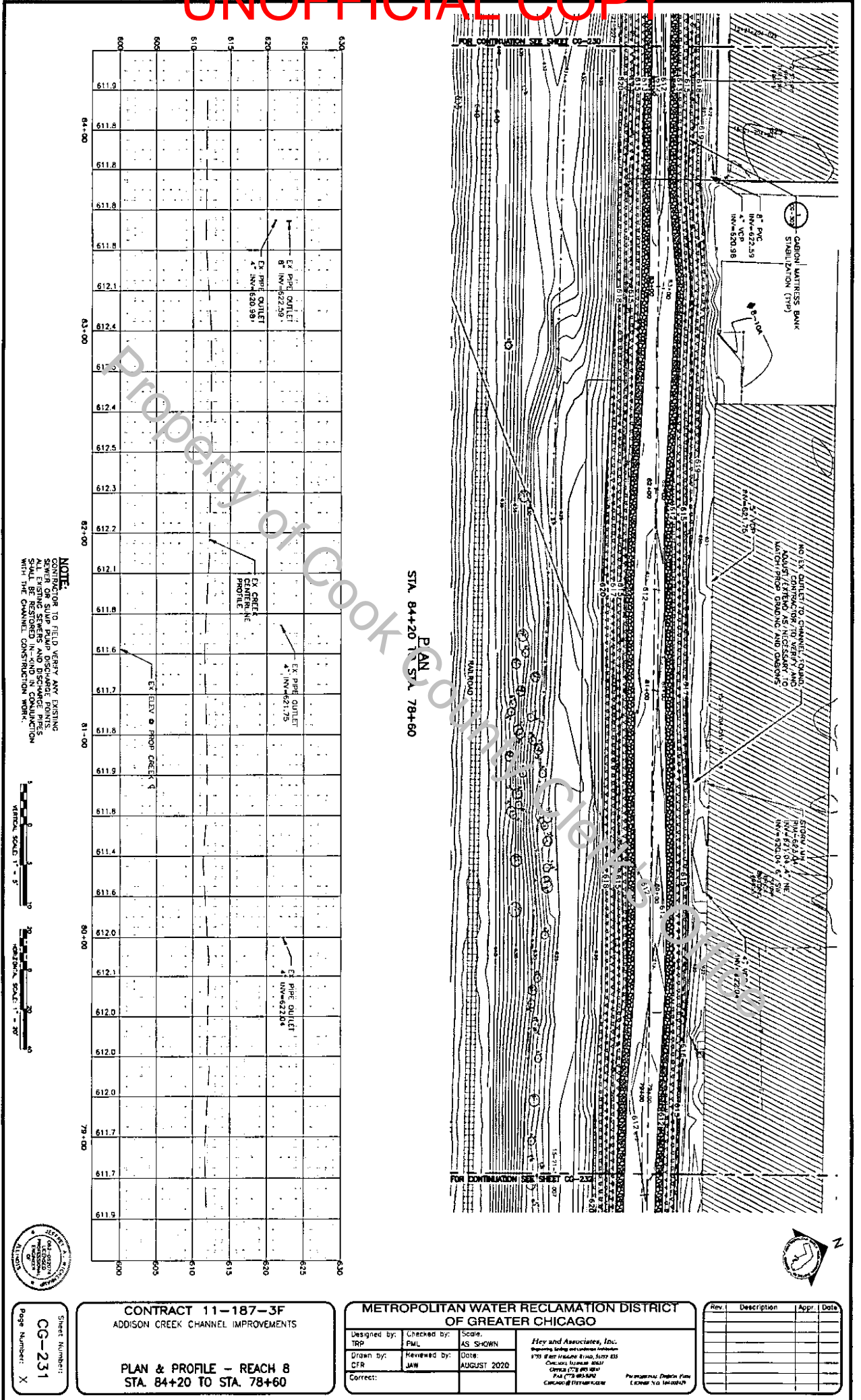
**CONTRACT 11-187-3F**  
ADDISON CREEK CHANNEL IMPROVEMENTS

**PLAN & PROFILE - REACH 8**  
STA. 89+00 TO STA. 84+20

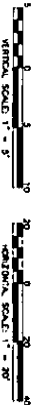
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO			
Designed by: JRP/JCT	Checked by: PML	Scale: AS SHOWN	<b>Hey and Associates, Inc.</b> Engineering, land use and construction services 771 West Hubbard Road, Suite 601 Chicago, Illinois 60611 Phone: 773-691-9292 Fax: 773-691-9293 Chicago@heyand.com
Drawn by: OFR	Reviewed by: JAW	Date: AUGUST 2020	
Correct:			

**EXHIBIT**  
**B**

UNOFFICIAL COPY



**NOTE:**  
CONTRACTOR TO FIELD VERIFY ANY EXISTING  
SEWER OR SLUMP PUMP DISCHARGE POINTS.  
IF ANY DISCHARGE POINTS ARE FOUND,  
THEY SHALL BE RESTORED IN-KIND IN CONJUNCTION  
WITH THE CHANNEL CONSTRUCTION WORK.



Sheet Number:  
**CG-231**  
Page Number: X

**CONTRACT 11-187-3F**  
ADDISON CREEK CHANNEL IMPROVEMENTS

**PLAN & PROFILE - REACH 8**  
STA. 84+20 TO STA. 78+60

**METROPOLITAN WATER RECLAMATION DISTRICT**  
OF GREATER CHICAGO

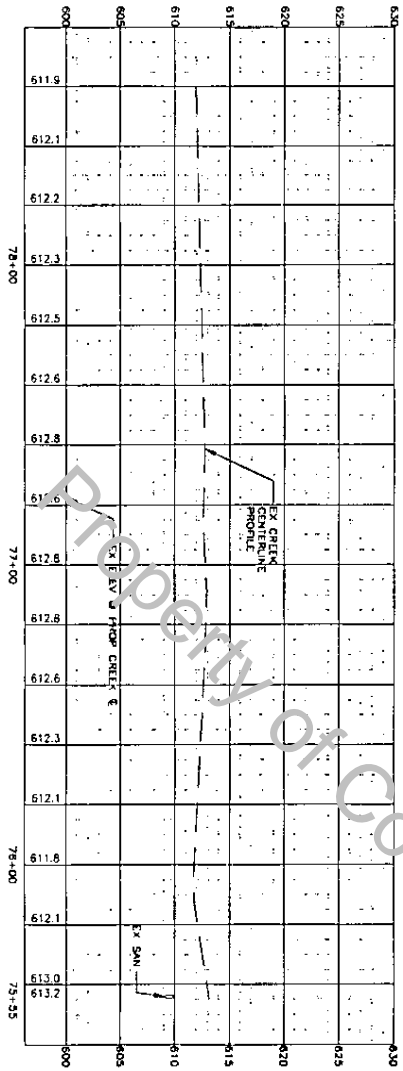
Designed by: TRP	Checked by: FML	Scale: AS SHOWN
Drawn by: CFR	Reviewed by: JAW	Date: AUGUST 2020
Correct:		

**Hey and Associates, Inc.**  
Engineering, Surveying and Construction Solutions  
1750 West Madison Street, Suite 800  
Chicago, Illinois 60604  
Office: (773) 891-1800  
Fax: (773) 891-1800  
Chicago@heyinc.com

Professional Engineer Seal  
License No. 1840049

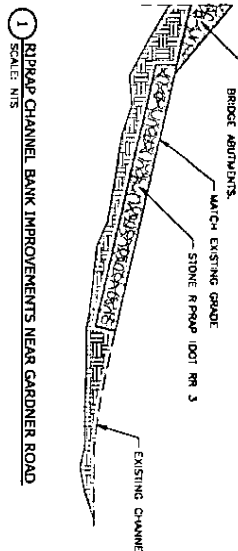
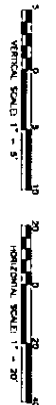
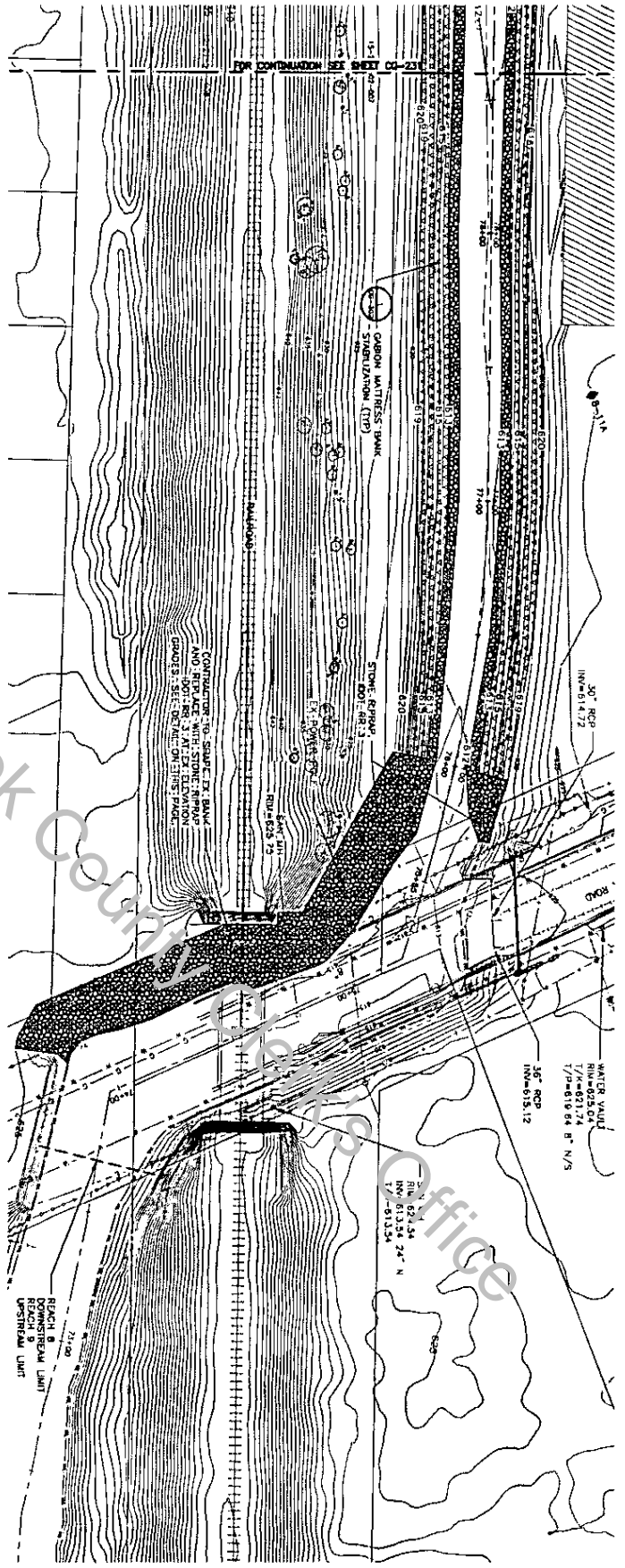
Rev.	Description	Appr.	Date

UNOFFICIAL COPY



**NOTE:**  
 CONTRACTOR TO FIELD VERIFY ANY EXISTING  
 SEWER OR SAND PUMP DISCHARGE POINTS  
 AND RESTORE TO ORIGINAL CONDITION  
 SHALL BE RESTORED IN-KIND IN CONJUNCTION  
 WITH THE CHANNEL CONSTRUCTION WORK.

PLAN  
 STA. 75+55 TO STA. 78+00



Sheet Number:  
**CG-232**  
 Page Number: X

**CONTRACT 11-187-3F**  
**ADDISON CREEK CHANNEL IMPROVEMENTS**

**PLAN & PROFILE - REACH 8**  
**STA. 76+00 TO STA. 75+55**

**METROPOLITAN WATER RECLAMATION DISTRICT**  
**OF GREATER CHICAGO**

Designed by: TRP	Checked by: PML	Scale: AS SHOWN
Drawn by: CFR	Reviewed by: JAW	Date: AUGUST 2020
Correct:		

**Hcy and Associates, Inc.**  
 Engineers, Surveyors and Landscape Architects  
 1750 West Hubbard Street, Suite 400  
 Chicago, Illinois 60610  
 Phone: (773) 489-8800  
 Fax: (773) 489-8800  
 E-Mail: hcy@hcy.com  
 Website: www.hcy.com

Rev.	Description	Appr. 1	Date

