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PLANT

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FILE DATE

6/18/92

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RESOLUTION NO. 1992-14

A RESOLUTION AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT FOR WATERMAIN CONSTRUCTION

BE IT RESOLVED by the President and the Board of Trustees of the Village of Hodgkins, Cook County, Illinois that the President is hereby authorized to execute an Easement Agreement for construction of a 14 inch water main in the Santa Fe-Hodgkins Willow Springs Industrial District, specifically across Lots 1 and 5, between the Village of Hodgkins and Verson International Group, Inc., which Easement Agreement is attached hereto and made a part hereof. The Clerk be and she hereby is authorized to attest to said document on behalf of the Village.

ADOPTED this 27th day of May, 1992 by roll call vote as follows:

AYES: 6

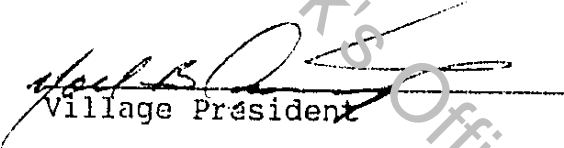
NAYS: 0

ABSENT: 0

ABSTAIN: 0

APPROVED by me the same day and date as written above.

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Village President

ATTEST:


Village Clerk

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EASEMENT AGREEMENT

Indenture made this 22nd day of May, 1992, between the Village of Hodgkins, a Municipal Corporation of Illinois (hereinafter, the "Village") and Verson International Group, Inc., (hereinafter, "VIG");

WHEREAS, the "Village" is the owner of the following real property within the Village of Hodgkins to wit:

Lot 1 of the Santa Fe Hodgkins-Willow Springs Industrial District-Unit 7, as per Doc. No. 25522846 Rec. July 22, 1980; and

Lot 5 of the Santa Fe Hodgkins-Willow Springs Industrial District-Unit 8, as per Doc. No. 25808034 Rec. March 17, 1981; and

Commonly known as 7545 Santa Fe Drive, Hodgkins, Illinois.

WHEREAS, "VIG" is the lessee under a recorded Lease for the subject premises delineated above;

WHEREAS, the "Village" desires to relocate a 14" water main on the above property for watermain construction purposes; and

WHEREAS, "VIG" has agreed to grant the "Village" both a permanent and temporary easement for watermain construction; 92044016

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

"VIG" hereby grants, demises and conveys unto the "Village", two (2) easements, one permanent and one temporary, for the construction, repair and maintenance of a 14" water main to be located as follows:

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TEMPORARY EASEMENT FOR WATERMAIN CONSTRUCTION
from
VERSON INTERNATIONAL GROUP, INC. "VIG"
to
THE VILLAGE OF HODGKINS,
A MUNICIPAL CORPORATION OF ILLINOIS

A temporary easement for the purpose of constructing a watermain across the Southwesterly 50 feet of the Northwesterly 81 feet (parallel to the existing 16 foot drainage easement) in Lot 1 in Santa Fe Hodgkins-Willow Springs Industrial District Unit No. 8, being a subdivision in Part of Section 28, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded July 22, 1980 as Document Number 25522846. All in Cook County, Illinois; and

PERMANENT EASEMENT FOR WATERMAIN CONSTRUCTION
from
VERSON INTERNATIONAL GROUP, INC. "VIG"
to
THE VILLAGE OF HODGKINS,
A MUNICIPAL CORPORATION OF ILLINOIS

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A permanent easement for the purpose of constructing, operating, and maintaining a watermain across the southwesterly 15 feet of the Northeasterly 31 feet (adjacent and parallel to the existing 16 foot drainage easement) in Lot 1 in Santa Fe Hodgkins-Willow Springs Industrial District Unit No. 8, being a subdivision in Part of Section 28, Township 38 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded July 22, 1980 as Document Number 25522846. All in Cook County, Illinois.

"VIG" hereby grants the "Village" the right of access to the easement property for the purposes of maintenance and repair of the relocated watermain. Such maintenance and repair shall be at "Village" expense, and the property shall be restored to its present condition at the time repair or maintenance was required. There shall be no construction of any type of structure which might interfere with the maintenance or repair of the watermain by the "Village". However, nothing herein precludes "VIG" from maintaining parking lot uses for the subject property.

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This Easement Agreement shall inure to and be binding upon the respective heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

VERSON INTERNATIONAL GROUP, INC., "VIG"

By: BARLING S. SUTCLIFF

THE VILLAGE OF HODGKINS, a
Municipal Corporation of Illinois

By: [Signature]

ATTEST:

Robert M. Vandenberg

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