

RESOLUTION NO. 18-11

**RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A UTILITY EASEMENT AGREEMENT BETWEEN THE
MORTON GROVE-NILES WATER COMMISSION AND THE VILLAGE OF MORTON GROVE**

WHEREAS, in 2017, the Morton Grove-Niles Water Commission (“MGNWC” or “Commission”) was established by the Village of Morton Grove, a home rule Illinois municipal corporation (“Morton Grove”), and the Village of Niles, a home rule Illinois municipal corporation (“Niles”), by the adoption of ordinances pursuant to Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1, *et seq.*) (“Division 135”). The establishing ordinances are Morton Grove Ordinance 17-5, which was adopted on March 13, 2017, and Niles Ordinance No. 2017-19, which was adopted on March 14, 2017. In order to accomplish the objectives set forth in the above-referenced Ordinances, Morton Grove and Niles also approved, under those same Ordinances, an intergovernmental agreement entitled, “Intergovernmental Agreement For The Establishment And Operation Of The Morton Grove-Niles Water Commission And For The Purchase And Sale Of Water To The Commission For Commission Use And To Commission Wholesale Water Customers” (the “IGA”), to provide for the governance and operation of the MGNWC and to create the Board of Commissioners of the Morton Grove-Niles Water Commission (“MGNWC Board”) to govern the MGNWC; and

WHEREAS, the MGNWC was established for purposes of constructing and operating a public water supply system (the “MGNWC System”) consisting of water transmission mains, pumping, storage, and other related water delivery and receiving infrastructure between a connection point on the Evanston water system and existing water receiving points of Niles and Morton Grove (the “Project”); and

WHEREAS, the Village of Morton Grove (“Property Owner”) is the fee simple owner of real estate commonly known as 7840 Nagle Ave., Morton Grove, Illinois. PIN: 10-30-202-010, and 8210 Austin Avenue, Morton Grove Illinois. PIN: 10-20-301-034. The MGNWC and the Property Owner have negotiated a Utility Easement Agreement, a copy of which is attached hereto as **Exhibit “A”** and made a part hereof, for the purposes of granting certain temporary construction easement rights and permanent easement rights to allow the MGNWC to construct and operate a water distribution system. The temporary construction easement areas and permanent easement areas are legally described in the attached Utility Easement Agreement; and

WHEREAS, the Board of Commissioners of the Morton Grove-Niles Water Commission has the authority to approve of and enter into the Utility Easement Agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*, including 65 ILCS 5/11-135-1, *et seq.*), and find that entering into the Utility Easement Agreement is in the best interests of the MGNWC and its members, the Village of Morton Grove and the Village of Niles.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MORTON GROVE-NILES WATER COMMISSION, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Commissioners of the Morton Grove-Niles Water Commission (“MGNWC Board”) authorizes the approval of an agreement entitled “Utility Easement Agreement” with the Village of Morton Grove for the purposes set forth in the Utility Easement Agreement,

attached hereto as **Exhibit "A**. The MGNWC Board further authorizes and directs the Chair, the Clerk and the General Counsel, or their respective designees, to execute the final version of the Utility Easement Agreement, which may contain certain non-substantive modifications that are approved by the Village Manager of Niles and the Village Administrator of Morton Grove, and to execute and deliver all other instruments and documents and pay all costs and fees that are necessary to fulfill MGNWC's obligations under the Utility Easement Agreement.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

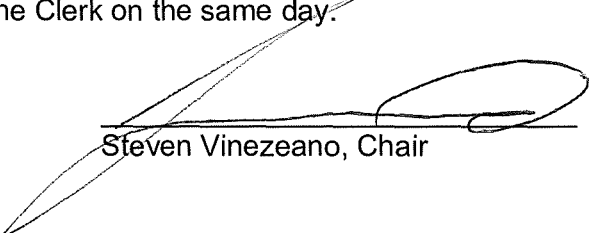
ADOPTED this 25th day of January 2018, pursuant to a roll call vote as follows:

AYES: John Pietron and Steven Vinezeano

NAYS: None

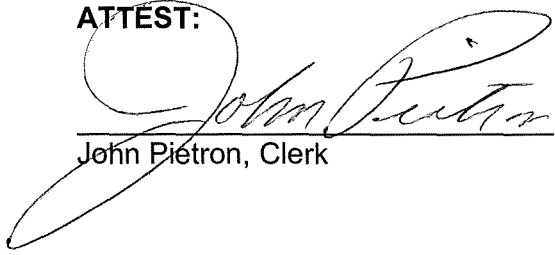
ABSENT: None (Cook County Appointee not appointed yet)

PASSED by the Board of Commissioners of the Morton Grove-Niles Water Commission, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 25th day of January 2018, and approved by the Chair, and attested by the Clerk on the same day.



Steven Vinezeano, Chair

ATTEST:



John Pietron, Clerk

Exhibit "A"

**UTILITY EASEMENT AGREEMENT BETWEEN THE
MORTON GROVE NILES WATER COMMISSION AND THE VILLAGE OF MORTON GROVE**

(attached)

Utility Easement Agreement

Property Address: 7840 Nagle Ave.,
8210 Austin Ave.
Morton Grove, Illinois
PINs: 10-30-202-010, 10-30-201-024, and
10-20-301-034

*This Agreement was prepared by and
upon recording should be returned to:*

Teresa Hoffman Liston
Corporation Counsel, Village of Morton Grove
6101 Capulina Avenue, Morton Grove, Illinois 60053
CCRD Box # _____

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement ("Agreement") is entered into this 25 day of January 2018 between The Village of Morton Grove hereinafter referred to as "Property Owner," and the Morton Grove - Niles Water Commission, hereinafter referred to as "MGNWC" or "Utility," for the installation, placement, replacement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of "Utilities," as further defined in this Agreement, within the "Easement Areas," defined in Recital A. below, pursuant to the terms and conditions set forth in this Agreement.

RECITALS

A. The Property Owner is the sole owner of real property with common addresses of 7840 Nagle Ave (Parcel 1 and Parcel 2). and 8210 Austin Ave. (Parcel 3), located in Morton Grove, Illinois and legally described as follows:

Parcel 1: That part of Lot 4 lying south of a line which is 36 feet south of the northwest corner thereof, and running thence east at right angles to the east line of said Lot 4, in Enjay's Industrial Subdivision, being a subdivision of the North Half of the Northeast Quarter of Section 30, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. Property Index Number (PIN): 10-30-202-010.

Parcel 2: The west 300 feet of the east 835, as measured along the north line, of Lot 1 in the subdivision of that part of the North Half of the North Half of Section 30, Township 41 South, Range 13, East of the Third Principal Meridian, lying east of the Chicago and Waukegan Road (except the North 651.42 feet and except the south 20 acres of the North Half of the Northeast Quarter of said Section 30, in Cook County, Illinois. Property Index Number (PIN): 10-30-201-024.

Parcel 3: The east 33 feet of the south 20 acres (except the west 20.87 chains) of the North Half of the Southwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. Property Index Number (PIN): 10-20-301-034.

These three parcels collectively are hereinafter referred to as the "Property Owner's Property."

The Utility proposes to install, place, replace, construct, reconstruct, maintain, rehabilitate, operate and/or repair underground utilities of any kind, including, but not limited to, a water transmission main and related water service lines, valves, meters, vaults, buffalo boxes, communication wires, cables and related conduit, fiber lines and related conduit, and any other related personal property, infrastructure and equipment (the "Utilities") over, under, in, along, across and upon a portion of the Property Owner's

Property, legally described as follows:

Permanent Easement Area 1: 7840 Nagle Ave.

Affects PIN 10-30-202-010 (Parcel 1)

That part of Lot 4 lying 30 feet north of and parallel with a boundary line per agreement recorded May 6, 1996 as Document 96343376 in Enjay's Industrial Subdivision, being a subdivision of the North Half of the Northeast Quarter of Section 30, Township 41 North, Range 13 east of the Third Principal Meridian, in Cook County, Illinois, hereinafter referred to as "Permanent Easement Area 1".

Permanent Easement Area 2: 7840 Nagle Ave.

Affects PIN 10-30-202-010 (Parcel 1)

The north 37 feet of that part of Lot 4 lying south of a line which is 36 feet south of the northwest corner thereof and running thence east at right angles to the east line of said Lot 4 in Enjay's Industrial Subdivision, being a subdivision of the North Half of the Northeast Quarter of Section 30, Township 41 North, Range 13 East of the Third Principal Meridian, (except that part thereof lying within the limits of the foundation of any permanent building existing as of October 17, 2017) in Cook County, Illinois, hereinafter referred to as "Permanent Easement Area 2".

Permanent Easement Area 3: 7840 Nagle Ave.

Affects PIN 10-30-201-024 (Parcel 1)

That part of a tract of land lying 30 feet north of and parallel with a boundary line per agreement recorded May 6, 1996 as Document 96343376 and lying east of the northerly prolongation of the west line of Lot 2 in Vapor Subdivision in the Northeast Quarter of Section 30;
Said tract of land described as the west 300 feet of the east 835 feet, as measured along the north line of Lot 1 in the subdivision of that part of the North Half of the North Half of said Section 30, Township 41 North, Range 13 East of the Third Principal Meridian, lying east of the Chicago and Waukegan Road (except the north 651.42 feet and except the south 20 acres of the north half of the Northeast Quarter of said Section 30) in Cook County, Illinois, hereinafter referred to as "Permanent Easement Area 3".

Permanent Easement Area 4: 8210 Austin Ave.

Affects PIN 10-20-301-034 (Parcel 2)

The south 25 feet of the east 33 feet of the south 20 acres (except the west 20.87 chains) of the North Half of the Southwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, hereinafter referred to as "Permanent Easement Area 4".

Permanent Easement Area 1, Permanent Easement Area 2, Permanent Easement Area 3, and Permanent Easement Area 4 are collectively referred to as the "Permanent Easement Areas".

Temporary Easement Area 1: Austin Avenue

Affects PIN 10-20-301-034 (Parcel 2)

The north 5 feet of the south 30 feet of the east 33 feet of the south 20 acres (except the west 20.87 chains) of the North Half of the Southwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, hereinafter referred to as "Temporary Easement Area 1" or "Temporary Easement Area".

Permanent Easement Area 1 and Permanent Easement Area 2 are depicted in Exhibit "B". Permanent Easement Area 3 is depicted in Exhibit "C". Permanent Easement Area 4 and Temporary Easement Area 1 are depicted in Exhibit "D".

Permanent Easement Area 1, Permanent Easement Area 2, Permanent Easement Area 3, Permanent Easement Area 4, and Temporary Easement Area 1 are collectively referred to as the "Easement Areas".

- B. The Property Owner agrees to grant to the Utility a permanent, perpetual, non-exclusive easement within the Permanent Easement Areas for the installation, placement, replacement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Utilities pursuant to the terms of this Agreement, and the Utility, in consideration of the grant of said easement rights, agrees to make certain improvements on the Property Owner's Property and/or pay to the Property Owner such other monetary compensation as further described in this Agreement.
- C. The Property Owner agrees to grant to the Utility a temporary, non-exclusive easement within the Temporary Easement Area for the installation, placement, replacement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Utilities in the Temporary Easement Area pursuant to the terms of this Agreement, and the Utility, in consideration of said grant of said easement rights, agrees to make certain improvements on the Property Owner's Property and/or pay to the Property Owner such other monetary compensation as further described in this Agreement.
- D. The Property Owner represents and warrants to the Utility, as a material inducement for the Utility entering into this Agreement, that the Property Owner has the full and unconditional authority to enter into this Agreement.

In consideration for the obligations and rights set forth in this Agreement, the Utility and the Property Owner agree as follows:

EASEMENT TERMS

1. Term.

- A. The term of the Permanent Easement within the Permanent Easement Areas shall be perpetual, and shall commence on the date that the last signatory signs this Agreement, provided that all signatories execute this Agreement, and shall terminate only upon mutual written consent of the Parties or their successors and assigns.
- B. The term of the Temporary Easement within the Temporary Easement Area shall commence on the date that the last signatory signs this Agreement, provided that all signatories execute this Agreement, and shall terminate on December 31, 2019.

2. Grant of Easements.

- A. Permanent Easement Areas: In return for the compensation set forth in Exhibit A and such other good and valuable consideration, the receipt of which is hereby acknowledged, The Property Owner, for him/herself/itself and his/her/its successors and assigns, conveys and grants to the Utility, its successors and assigns, a permanent, perpetual, non-exclusive easement over, under, in, along, across and upon the Permanent Easement Areas of the Property Owner's Property for the installation, placement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Utilities in the Permanent Easement Areas. This Permanent Easement and other rights conferred to the Utility by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. In regard to the Permanent Easement Areas and the permanent, perpetual, non-exclusive easement

rights granted by the Property Owner to the Utility, the Parties further agree as follows:

- a. All rights, title and interest in and to the Permanent Easement Areas which may be used and enjoyed without interfering with the rights conveyed by this Agreement to the Utility are reserved to the Property Owner, provided, however, that the Property Owner shall not itself, or allow another to, install, place, construct, reconstruct, maintain, rehabilitate, operate and/or repair any structures, improvements or other encumbrances which cause or which in the Utility's reasonable determination may cause, contribute or lead to damage to or interference with the Utilities placed or to be placed within the Permanent Easement Areas; or develop, landscape or beautify any portion of the Permanent Easement Areas in any way which would unreasonably or materially increase the costs to the Utility of installing, placing, constructing, reconstructing, maintaining, rehabilitating, operating and/or repairing the Utilities. If any of the Utilities within the Permanent Easement Areas or the Utility's other improvements or personal property are removed or damaged by the Property Owner or its officials, employees, agents and contractor(s) or other invitees or permittees of the Property Owner, the Property Owner, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such Utilities or other improvements or personal property to its/their original, existing condition immediately prior to such removal or damage using like-kind and quality materials.
 - b. If the Property Owner's improvements within the Permanent Easement Areas or elsewhere within the Property Owner's Property are removed or damaged by the Utility or its officials, employees, agents and contractor(s) or other invitees or permittees of the Utility in exercising its easement rights, the Utility, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such improvements to its/their original, existing condition immediately prior to such removal or damage using like-kind and quality materials.
- B. Temporary Easement Area: The Property Owner, for him/herself/itself and his/her/its successors and assigns, conveys and grants to the Utility, its successors and assigns, a temporary, non-exclusive easement over, under, in, along, across and upon the Temporary Easement Area of the Property Owner's Property for the installation, placement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Utilities in the Temporary Easement Area. This Temporary Easement and other rights conferred to the Utility by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. In regard to the Temporary Easement Area and the permanent, perpetual, non-exclusive easement rights granted by the Property Owner to the Utility, the Parties further agree as follows:
- a. All rights, title and interest in and to the Temporary Easement Area which may be used and enjoyed without interfering with the rights conveyed by this Agreement to the Utility are reserved to the Property Owner, provided, however, that the Property Owner shall not itself, or allow another to, install, place, construct, reconstruct, maintain, rehabilitate, operate and/or repair any structures, improvements or other encumbrances which cause or which in the Utility's reasonable determination may cause, contribute or lead to damage to or interference with the Utilities placed or to be placed within the Temporary Easement Area; or develop, landscape or beautify any portion of the Temporary Easement Area in any way which would unreasonably or materially increase the costs to the Utility of installing, placing, constructing, reconstructing, maintaining, rehabilitating, operating and/or repairing the Utilities. If any of the Utilities within the Temporary Easement Area or the Utility's other improvements or personal property are removed or damaged by the Property Owner or its officials, employees, agents and contractor(s) or other invitees or permittees of the Property Owner, the Property Owner, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such Utilities or other improvements or personal property of the Utility to its/their

original, existing condition immediately prior to such removal or damage using like-kind and quality materials.

- b. If the Property Owner's improvements within the Temporary Easement Area or elsewhere within the Property Owner's Property are removed or damaged by the Utility or its officials, employees, agents and contractor(s) or other invitees or permittees of the Utility in exercising its easement rights, the Utility, at its expense, shall be responsible for completing basic restoration costs to restore, repair or replace such improvements to its/their original, existing condition immediately prior to such removal or damage using like-kind and quality materials.

C. Access to Easement Areas: The Utility, and its officials, employees, agents and contractor(s) and any governmental or regulatory agency personnel with oversight authority of the Utility or the Utilities, shall be permitted to access and travel with their equipment upon and over the Property Owner's Property to access the Easement Areas on an as-needed basis for purposes of installing, placing, constructing, reconstructing, maintaining, rehabilitating, operating and/or repairing the Utilities.

D. Obligations for Own Improvements: Each Party shall be responsible for maintaining, repairing and insuring its own improvements located within the Easement Areas.

3. **Utility's Use of Easement Areas.** The following general conditions shall apply to Utility's use of the Easement Areas:

A. The Utility, at its own expense, shall procure and maintain, prior to entry upon the Property Owner's Property, all licenses, consents, permits, authorizations and other approvals required from any federal, state, county or local governmental authority or any regulatory agency with oversight authority in connection with the installation, placement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Easement Areas and the Utilities, and the Utility shall comply with all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Areas, the Utilities or the Utility's operations. The Property Owner may, from time to time, request reasonable evidence that all such governmental or regulatory approvals have been obtained by the Utility and are in full force and effect. In no event shall the Utility seek any governmental or regulatory approvals that may affect in any way the Property Owner's operations, including without limitation any zoning approvals, without in each instance obtaining the Property Owner's prior written consent, which consent may be granted or withheld in the Property Owner's sole discretion.

B. Except as specifically provided in this Agreement, the Utility's use of the Easement Areas shall be conducted in a manner that does not conflict or interfere with the Property Owner's current operations.

C. The Utility agrees to not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be filed or asserted against the Easement Areas or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of the Utility or its officials, employees, agents and contractor(s) or other invitees or permittees. In the event any such lien or claim for lien is issued or filed against title to the Property Owner's Property, the Utility will immediately remedy and obtain a release the lien or claim.

D. The Utility agrees to cooperate with the Property Owner's reasonable efforts, if any, to cause the Permanent Easement Areas, or any portion thereof, to be exempted from the payment of real estate taxes, to the extent that it is possible, under applicable law, including the execution and delivery of all documents, instruments, petitions and applications prepared by the Property Owner, at its cost, in this regard.

4. **Indemnification.** The Parties agree as follows:

- A. The Utility agrees to indemnify and hold harmless the Property Owner and its officials, employees, agents, volunteers, attorneys, contractor(s), invitees or permittees, successors and assigns (collectively the "Property Owner Affiliates") from and against all claims, demands, liabilities, losses, judgments, settlements, administrative / litigation costs and expenses (including reasonable attorney's fees) which may arise by reason of the Utility's use of the Property Owner's Property, or relating to the Utilities within the Easement Areas except for those attributable to the Property Owner's or the Property Owner's Affiliates' accidental or intentional obstruction, damage or destruction of the Utilities, the negligence or improper act of the Property Owner or Property Owner's Affiliates, or the Property Owner's default or violation of this Agreement. Any entry onto the Property Owner's property by the Utility, or its appointed or elected officials, employees, agents, volunteers, attorneys, contractor(s), invitees, permittees, successors and assigns shall be at such person's sole risk, and the Property Owner makes no representations or warranties of any kind whatsoever regarding the Property Owner's Property or the condition of the Property Owner's Property (including, without limitation, the environmental condition thereof).
- B. The Property Owner agrees to indemnify and hold harmless the Utility and its elected and appointed officials, employees, agents, volunteers, attorneys, contractor(s), invitees, permittees, successors and assigns (collectively the "Utility Affiliates") from and against all claims, demands, liabilities, losses, judgments, settlements, administrative / litigation costs and expenses (including reasonable attorney's fees) which may arise by reason of the Property Owner's use of the Easement Areas, or relating to the Utilities within the Easement Areas except for those attributable to the Utility's or the Utility Affiliates' accidental or intentional obstruction, damage or destruction of the Utilities, the negligence or improper act of the Utility or the Utility Affiliates, or the Utility's default or violation of this Agreement.

5. **Insurance.** The Property Owner and the Utility each agree to procure and maintain and to require their contractors, before commencing any work within the Easement Areas or within the Property Owner's Property, to purchase and maintain a policy or policies of insurance, as follows:

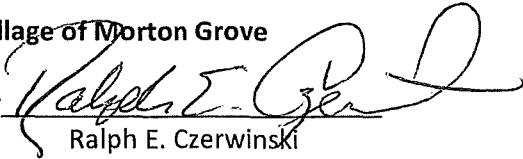
- A. Commercial General Liability (CGL) covering all contractors, subcontractors and all their subcontractors, with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence covering liability for bodily injury and property. The Property Owner and Property Owner Affiliates shall be added as Additional Insureds on the Utility's CGL policy, and the Utility and the Utility Affiliates shall be added as Additional Insureds on the Property Owner's CGL policy.
- B. Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.
- C. Workers' Compensation Insurance with Illinois statutory limits.

6. **Assignment.** This Agreement, and the rights and obligations of the Parties set forth in this Agreement, shall be binding upon and inure to the benefit of the Parties and their respective successors, personal representatives and assigns, and the owners of the Property Owner's Property, from time to time; provided, however, that the Utility may assign all or any portion of its right, title, interest or obligation in this Agreement to the Village of Morton Grove, the Village of Niles, the Morton Grove-Niles Water Commission, or its successor entity, or to any municipal joint action water agency.

7. **Entire Agreement.** The terms, exhibits and addenda, if any, herein contain the entire agreement between the Property Owner and the Utility regarding the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the Parties pertaining to such subject matter.

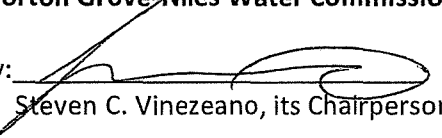
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this Agreement.

Village of Morton Grove

By: 
Ralph E. Czerwinski
Village Administrator

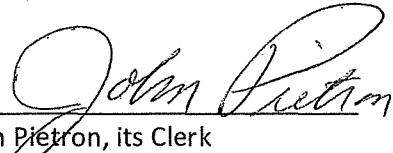
Dated: 1-25-18

Morton Grove-Niles Water Commission

By: 
Steven C. Vinezeano, its Chairperson

Dated: 1/25/18

Attest

By: 
John Pietron, its Clerk

Dated: 1/25/2018

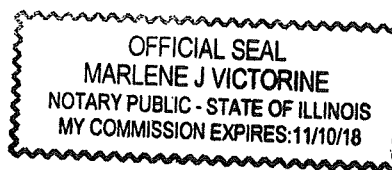
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFIES that the above-named Ralph E. Czerwinski personally known to me to be the Village Administrator of The Village of Morton Grove, and also known to me to be the same person whose name is subscribed to the foregoing Agreement as such Village Administrator, appeared before me this day in person and severally acknowledged that, as such Village Administrator, he signed and delivered the signed Agreement, pursuant to authority given by The Village of Morton Grove, as his free and voluntary act, and as the free and voluntary act and deed of The Village of Morton Grove, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 25th day of January, 2018.

Marlene J Victorine
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFIES that the above-named Steven C. Vinezeano, personally known to me to be the Chairperson of the Morton Grove-Niles Water Commission, and also known to me to be the same person whose name is subscribed to the foregoing Agreement as such Chairperson, appeared before me this day in person and severally acknowledged that, as such Chairperson, he signed and delivered the signed Agreement, pursuant to authority given by the Morton Grove-Niles Water Commission, as his free and voluntary act, and as the free and voluntary act and deed of the Morton Grove-Niles Water Commission, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 25th day of January, 2018.

Marlene J Victorine
Notary Public

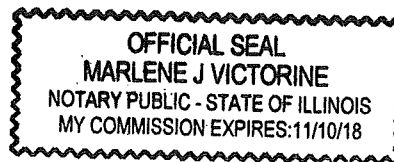


EXHIBIT "A"

**Payment to the Property Owner
The Village of Morton Grove
7840 Nagle Avenue; 8210 Austin Avenue, Morton Grove, Illinois
PINs: 10-30-202-010, 10-30-201-024, and 10-20-301-034**

Unless Morton Grove and Niles agree otherwise, no annual permanent easement fee shall be paid to the Property Owner by the Morton Grove – Niles Water Commission so long as Morton Grove and Niles are the only customers of the Morton Grove – Niles Water Commission (MGNWC). If and when the MGNWC sells water to customers other than Morton Grove and Niles, the MGNWC shall pay Morton Grove an annual permanent easement fee equal to 10% of the then fair market value of the Permanent Easement Areas as determined by an appraiser approved and chosen by the MGNWC and Morton Grove ("Annual Easement Fee"). The Annual Easement Fee shall be adjusted for each calendar year period thereafter by multiplying the Annual Easement Fee in effect for the previous calendar year period by the percentage of change in the annual Consumer Price Index for the Chicago Metropolitan Area, more specifically the "Chicago All Items Consumer Price Index for All Urban Consumers (CPIU)" published by the United States Department of Labor, Bureau of Labor Statistics, as established for the month of October.

EXHIBIT "B"

Exhibit of Permanent Easement Areas 1 and 2

PIN: 10-30-202-010

EXHIBIT

of

PERMANENT EASEMENT 1

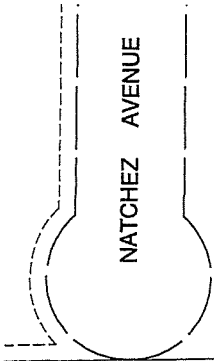
THAT PART OF LOT 4 LYING 30 FEET NORTH OF AND PARALLEL WITH A BOUNDARY LINE PER AGREEMENT RECORDED MAY 8, 1996 AS DOCUMENT 96343376 IN ENJAY'S INDUSTRIAL SUBDIVISION, BEING A SUBDIVISION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AFFECTS PIN 10-30-202-010-0000
EASEMENT AREA = 6,919 SQUARE FEET

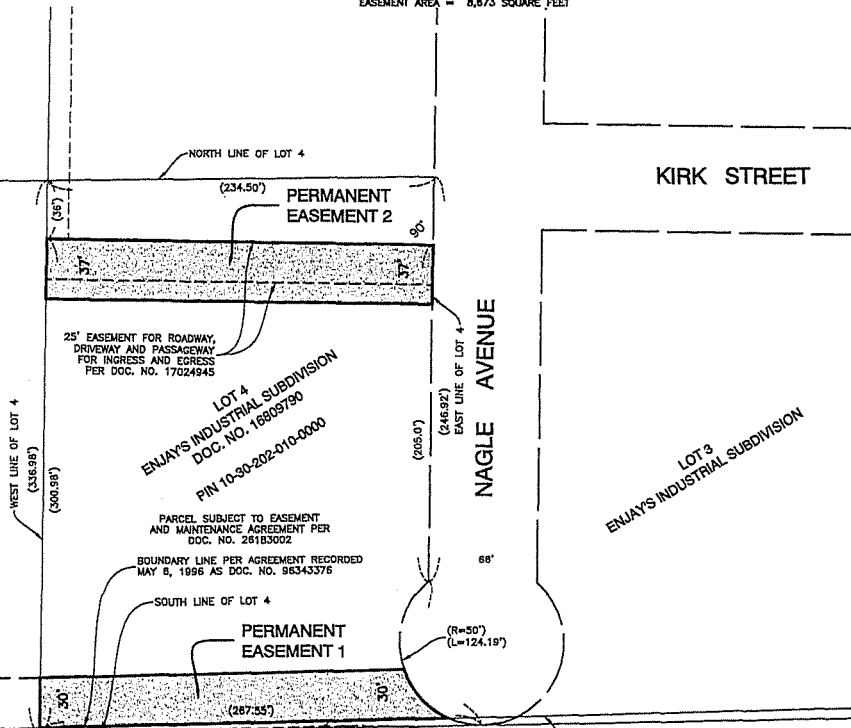
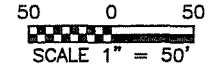
PERMANENT EASEMENT 2

THE NORTH 37 FEET OF THAT PART OF LOT 4 LYING SOUTH OF A LINE WHICH IS 36 FEET SOUTH OF THE NORTHWEST CORNER THEREOF AND RUNNING THENCE EAST AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 4 IN ENJAY'S INDUSTRIAL SUBDIVISION, BEING A SUBDIVISION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF LYING WITHIN THE LIMITS OF THE FOUNDATION OF ANY PERMANENT BUILDING EXISTING AS OF OCTOBER 17, 2017) IN COOK COUNTY, ILLINOIS.

AFFECTS PIN 10-30-202-010-0000
EASEMENT AREA = 8,673 SQUARE FEET



NATCHEZ AVENUE



25' EASEMENT FOR ROADWAY, DRIVEWAY AND PASSAGEWAY FOR INGRESS AND EGRESS PER DOC. NO. 17024945

LOT 4
ENJAY'S INDUSTRIAL SUBDIVISION
DOC. NO. 16809790
PIN 10-30-202-010-0000

PARCEL SUBJECT TO EASEMENT AND MAINTENANCE AGREEMENT PER DOC. NO. 26183002

BOUNDARY LINE PER AGREEMENT RECORDED MAY 8, 1996 AS DOC. NO. 96343376

WEST LINE OF LOT 4
(336.98')

NORTH LINE OF LOT 4
(234.50')

EAST LINE OF LOT 4
(205.01')

SOUTH LINE OF LOT 4
(287.53')

KIRK STREET

NAGLE AVENUE

LOT 3
ENJAY'S INDUSTRIAL SUBDIVISION

LOT 2
VAPOR RESUBDIVISION

CHICAGO DISTRICT PIPELINE COMPANY EASEMENT PER DOC. NO. T1728916

20' EASEMENT FOR A RAILROAD SPUR TRACK PER DOC. NO. 17413158

XXX'XX' Denotes measured bearing/dimension or bearing/dimension computed from measured bearing/dimension.

(XXX)XX' Denotes record bearing/dimension or bearing/dimension computed from record bearing/dimension.

17-R0442

ROBINSON ENGINEERING, LTD.
CONSULTING REGISTERED PROFESSIONAL ENGINEERS
AND PROFESSIONAL LAND SURVEYORS
17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473
(708) 331-6700 © COPYRIGHT 2017 FAX (708) 331-3823
ILLINOIS DESIGN FIRM REGISTRATION NO. 184001126

FOR:

Drawn by: B.K.L. Date: 8-21-17
Checked by: R.E.G./B.K.L. Scale: 1" = 50'

Sheet 1 of 1 Project No. 17-R0442

REVISIONS		
No.	Date	Remarks
1	8-24-17	ADJUSTED POINTS WORK
2	9-6-17	NOTED FOR PROJECT CHANGE
3	9-12-17	REVISION PARCELS
4	10-17-17	REVISION ZONES ALTERNATELY LING OF PARCEL

EXHIBIT "C"

**Exhibit of Permanent Easement Area 3
PIN: 10-30-201-024**

EXHIBIT

of

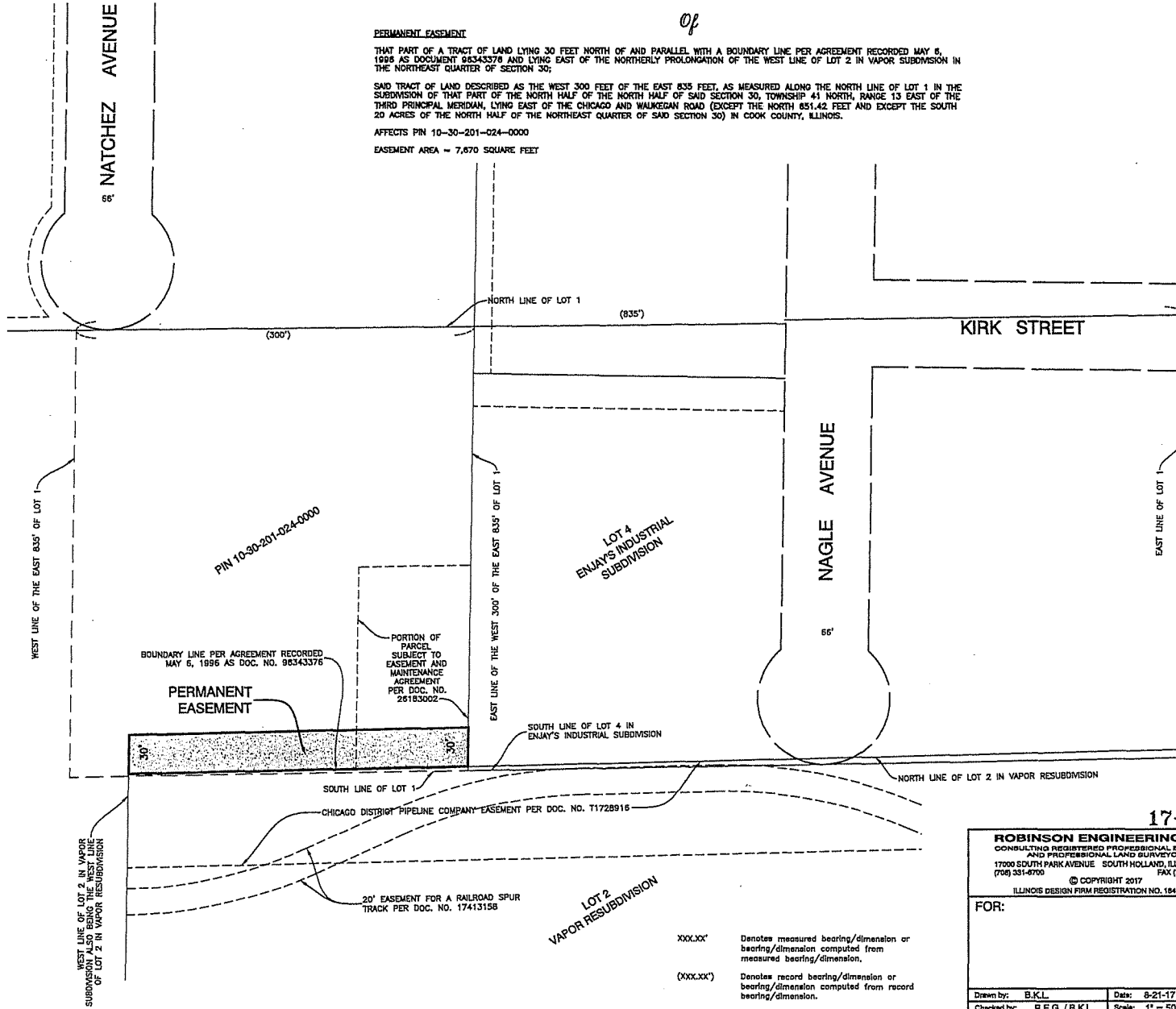
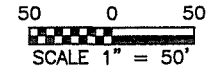
PERMANENT EASEMENT

THAT PART OF A TRACT OF LAND LYING 30 FEET NORTH OF AND PARALLEL WITH A BOUNDARY LINE PER AGREEMENT RECORDED MAY 6, 1996 AS DOCUMENT 98343378 AND LYING EAST OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 2 IN VAPOR SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 30;

SAID TRACT OF LAND DESCRIBED AS THE WEST 300 FEET OF THE EAST 835 FEET, AS MEASURED ALONG THE NORTH LINE OF LOT 1 IN THE SUBDIVISION OF THAT PART OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE CHICAGO AND WALKEDAN ROAD (EXCEPT THE NORTH 651.42 FEET AND EXCEPT THE SOUTH 20 ACRES OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30) IN COOK COUNTY, ILLINOIS.

AFFECTS PIN 10-30-201-024-0000

EASEMENT AREA = 7,670 SQUARE FEET



17-R0442

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 ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128

FOR:

Drawn by: B.K.L. Date: 8-21-17
 Checked by: R.E.G./B.K.L. Scale: 1" = 50'

Sheet 1 of 1 Project No. 17-R0442

REVISIONS			
No.	Date	Revised	Remarks
1	8-24-17	REVISED PER FIELD WORK	
2	9-5-17	REVISED PER CORRECTED BEARING	
3	9-12-17	CLEARING AREA ADDED	

EXHIBIT "D"

**Exhibit of Permanent Easement Area 4 and Temporary Easement Area 1
PIN: 10-20-301-034**

EXHIBIT

of

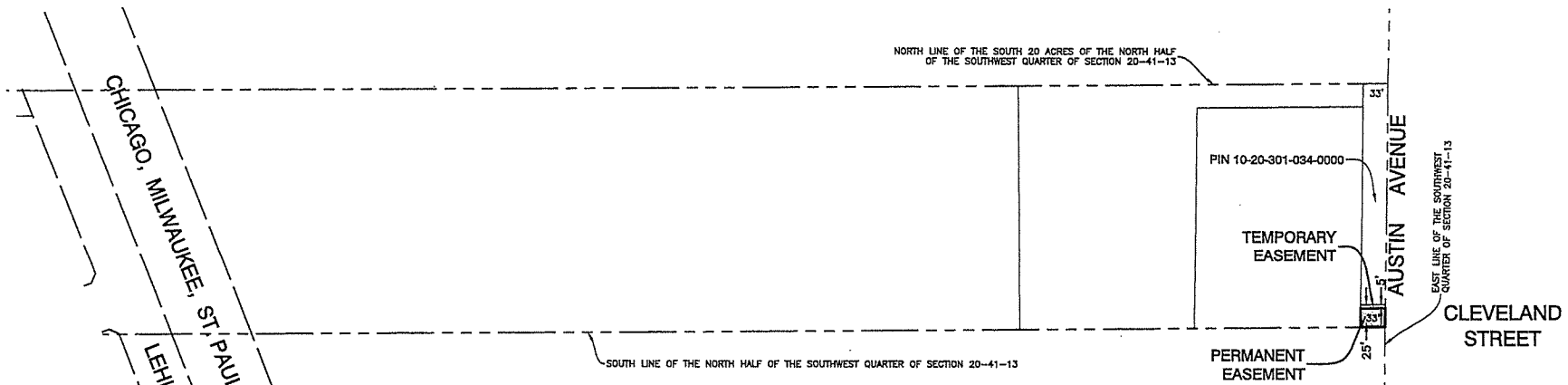
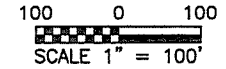
PERMANENT EASEMENT

THE SOUTH 25 FEET OF THE EAST 33 FEET OF THE SOUTH 20 ACRES (EXCEPT THE WEST 20.87 CHAINS) OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TEMPORARY EASEMENT

THE NORTH 5 FEET OF THE SOUTH 30 FEET OF THE EAST 33 FEET OF THE SOUTH 20 ACRES (EXCEPT THE WEST 20.87 CHAINS) OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

AFFECTS PIN 10-20-301-034-0000



17-R0442

XXX.XX' Denotes measured bearing/dimension or bearing/dimension computed from measured bearing/dimension.
 (XXX.XX') Denotes record bearing/dimension or bearing/dimension computed from record bearing/dimension.

ROBINSON ENGINEERING, LTD. CONSULTING REGISTERED PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS 17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473 (708) 331-6700 © COPYRIGHT 2017 FAX (708) 331-3828 ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128		REVISIONS		
		No.	Date	Remarks
FOR:		1	8-25-17	REVISED PER FIELD WORK
Drawn by: B.K.L. Date: 7-24-17 Checked by: R.E.G./B.K.L. Scale: 1" = 100' Sheet 1 of 1 Project No. 17-R0442				

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, John Pietron, Clerk of the Morton Grove-Niles Water Commission, Cook County, State of Illinois, certify that the attached and foregoing is a true and correct copy of that certain Resolution now on file in my office, entitled:

RESOLUTION NO. 18-11

**RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A UTILITY EASEMENT AGREEMENT BETWEEN THE
MORTON GROVE-NILES WATER COMMISSION AND THE VILLAGE OF MORTON GROVE**

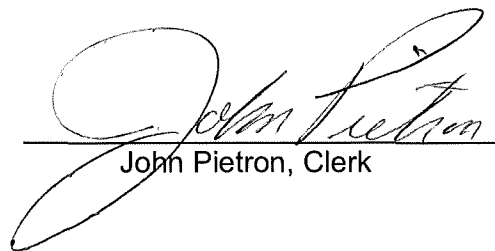
which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting held on the 25th day of January, 2018, at which meeting a quorum was present.

I further certify that the vote on the question of the passage of said Resolution by the Board of Commissioners of the Morton Grove-Niles Water Commission was taken by Ayes and Nays and recorded in the minutes of the Board of Commissioners of the Morton Grove-Niles Water Commission, and that the result of said vote was as follows, to-wit:

AYES: John Pietron and Steven Vinezeano
NAYS: None
ABSENT: None (Cook County Appointee not appointed yet)

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of January 2018.


John Pietron, Clerk