

RESOLUTION NO. 18-7

RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A UTILITY EASEMENT AGREEMENT BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND MONROE COURT VENTURE LLC

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; 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, MONROE COURT VENTURE LLC, A DELAWARE LIMITED LIABILITY COMPANY ("Property Owner") is the fee simple owner of real estate commonly known as 6115-6227 Monroe Ct., Morton Grove, Illinois. PIN: 10-20-301-031; 10-20-301-013. 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, in consideration of the grant of the temporary construction easement rights and permanent easement rights under the Utility Easement Agreement by the Property Owner, the MGNWC agrees to pay to the Property Owner the sum of \$96,060 and construct certain improvements on the Property Owner's Property; 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" 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.

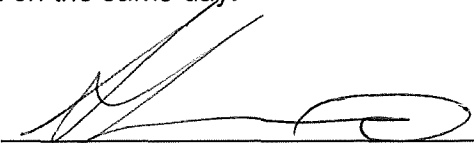
ADOPTED this 25th day of January 2018, pursuant to a roll call vote as follows:

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 MONROE COURT VENTURE LLC**

(Attached)

Utility Easement Agreement

Property Address: 6115-6227 Monroe Court
Morton Grove, Illinois
PINs: 10-20-301-031 and 10-20-301-013

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 ___ day of _____, 2018 between Monroe Court Venture LLC, hereinafter referred to as "Property Owner," the Village of Morton Grove, hereinafter referred to as "Village," and the Morton Grove Niles Water Commission, hereinafter referred to as "MGNWC," collectively referred to herein as "Utility," for the installation, placement, replacement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of "Utilities," as further defined this Agreement within the "Easement Area," as defined 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 a common address of 6115-6227 Monroe Court (Parcel 1 and Parcel 2), located in Morton Grove, Illinois and legally described as follows:

PARCEL 1: THAT PART OF THE SOUTH ½ OF THE SOUTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE RIGHT OF WAY, 100 FEET WIDE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, LYING WEST OF A LINE DRAWN NORTH FROM A POINT ON THE SOUTH LINE 490.40 FEET WEST OF THE SOUTHEAST CORNER, AS MEASURED ON SAID SOUTH LINE, TO A POINT ON THE NORTH LINE, BEING 496.35 FEET WEST OF THE NORTHEAST CORNER AS MEASURED ON THE NORTH LINE THEREOF;

ALSO

THAT PART OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE RIGHT OF WAY, 100 FEET WIDE, OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENTS RECORDED JANUARY 4, 1972 AS DOCUMENT 21776759 AND RECORDED JULY 15, 2002 0020768941, AND AS RESERVED AND RETAINED IN DEED RECORDED JULY 15, 2002 AS DOCUMENT NUMBER 0020770421.

These two parcels 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 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 that is solely related to the installation of a water transmission main (the "Utilities") over, under, in, along, across

and upon a portion of the Property Owner's Property, known as the Permanent Easement Area and legally described as follows:

**Permanent Easement Area 1: 6115-6227 Monroe Court
Affects PIN 10-20-301-031 and 10-20-301-013 (Parcel 1)**

The south 25 feet of that part of the South Half of the South Half of the North Half of the Southwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, which lies east of the right of way, 100 feet wide, of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, lying west of a line drawn north from a point on the south line 490.40 feet west of the southeast corner, as measured on said south line, to a point on the north line, being 496.35 feet west of the northeast corner as measured on the north line thereof, situated in the County of Cook and State of Illinois, hereinafter referred to as "Permanent Easement Area 1" or "Permanent Easement Area".

**Temporary Easement Area 1: 6115-6227 Monroe Court
Affects PIN 10-20-301-031 and 10-20-301-013 (Parcel 1)**

The north 5 feet of the south 30 feet of that part of the South Half of the South Half of the North Half of the Southwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, which lies east of the right of way, 100 feet wide, of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, lying west of a line drawn north from a point on the south line 490.40 feet west of the southeast corner, as measured on said south line, to a point on the north line, being 496.35 feet west of the northeast corner as measured on the north line thereof, situated in the County of Cook and State of Illinois.

Permanent Easement Area 1 and Temporary Easement Area 1 are depicted in Exhibit "B".

- B. The Property Owner agrees to grant to the Utility a permanent, perpetual, non-exclusive easement within the Permanent Easement Area 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 as set forth on Exhibit "A" attached hereto (the "Improvements") 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 to facilitate the installation, placement, replacement, construction, reconstruction, maintenance, rehabilitation, operation and/or repair of the Utilities in the Permanent 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 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 Area 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, 2018.

2. Grant of Easements.

- A. Permanent 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 permanent, perpetual, non-exclusive easement over, under, in, along, across and upon the Permanent 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 Permanent Easement Area. 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 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 Permanent 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 Permanent Easement Area; or develop, landscape or beautify any portion of the Permanent 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 Permanent 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 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 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.
- 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 purpose of facilitating 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 solely for the duration of the Temporary Easement as set forth herein. 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, during the duration of the Temporary Easement as set forth herein, 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 interference with the Utility's work in the Temporary Easement Area with respect to the installation of the Utilities placed or to be placed within the Permanent Easement Area; or develop, landscape or beautify any portion of the Temporary Easement Area during the duration of the Temporary Easement 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; provided however, the Village shall, at all times, ensure that there is access to, the parking lot located at the Property Owner's Property and use of such parking lot less the portion of the parking lot which constitutes the Temporary Easement Area. 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 Area: 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 driveway currently located on the Property Owner's Property to access the Permanent Easement Area and the Temporary Easement Area (collectively, the "Easement Area") during its duration and existence on an as-needed basis for purposes of installing, placing, constructing, reconstructing, maintaining, rehabilitating, operating and/or repairing the Utilities; provided however, in all events, such access shall not interfere with the use and operation of the Property Owner's Property by the Property Owner and its tenants, invitees and other occupants.

- D. Obligations for Own Improvements: Each Party shall be responsible for maintaining, repairing and insuring its own improvements located within the Easement Area.
 - E. Location of Utilities. All Utilities shall be located below the Property Owner's improvements. By way of illustration, the Property Owner has a storm drain/pipe located in the Easement Area and accordingly, all Utilities shall be located below such storm drain/pipe.
3. **Compensation by the Utility.** Within five (5) business days before the Utility begins work within the Easement Area or on December 31, 2018 whichever is sooner, the Utility shall pay to Property Owner the cash payment as described on Exhibit "A" attached hereto. On or before December 31, 2018, the Utility, at its sole expense and discretion, agrees to make certain improvements to the Property Owner's Property as fully described in Exhibit "A", a copy which is attached hereto and made a part hereof. In the event the surface of the Easement Area is disturbed by the Utility's exercise of any of its easement rights under this Agreement, such area shall be restored to its original, existing condition immediately prior to the commencement of such activities. Except as specifically provided in this Agreement, the Utility shall have no obligation to improve, maintain, replace or repair the Property Owner's Property, and shall not be liable to the Property Owner or others for any claim arising out of the use or maintenance of the Easement Area or the Property Owner's Property. Except as specifically provided in this Agreement, the Utility shall have no other obligation to the Property Owner.
4. **Utility's Use of Easement Area.** The following general conditions shall apply to Utility's use of the Easement Area:
- 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 Area and the Utilities, and the Utility shall comply with all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Area, 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 Area shall be conducted in a manner that does not conflict or interfere with the use of Property Owner's Property including the flow of pedestrian and vehicular traffic. Utility shall perform such installation, maintenance, repair, operation, and replacement of the Utilities as set forth herein as expeditiously as possible.
 - 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 Area 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 of the lien or claim.

- D. The Utility agrees to cooperate with the Property Owner's reasonable efforts, if any, to cause the Permanent Easement Area, 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.
- E. In the event the surface of the Easement Area is disturbed by the Utility's exercise of any of its easement rights under this Agreement, such area shall promptly be restored to its original, existing condition immediately prior to the commencement of such activities and shall clean all the grounds of all rubbish, excess material, temporary structures, and equipment.
- F. Property Owner hereby reserves the right (a) to locate other utilities in the Easement Area and (b) to use the surface area of the aforesaid Easement Area for any purpose whatsoever so long as such use does not substantially interfere with Utility's right to maintain, repair and replace the Utilities as necessary in Utility's reasonable discretion (the use of the surface area for vehicular parking, vehicular and pedestrian traffic and for landscaping (except as otherwise set forth herein) shall be deemed not to substantially interfere with Utility's rights hereunder).
- G. Utility shall not use the Easement Area for any purpose other than the purposes permitted under the provisions of this Agreement.

5. **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 Area 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 Area, or 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.

6. **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 Area 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.
 - 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.
7. **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.
8. **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.
9. **Counterparts.** This Agreement may be executed in counterpart by the parties. Each such counterpart shall be deemed an original and, when taken together, shall constitute a single instrument.

[Signature pages to follow.]

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.

Monroe Court Venture LLC

By: _____
Its _____
Dated: _____

Village of Morton Grove

By _____
Ralph E. Czerwinski
Village Administrator

Dated: _____

Morton Grove-Niles Water Commission

By: _____
Steven C. Vinezeano, its Chairperson

Dated: _____

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 _____, personally known to me to be the _____ of Monroe Court Venture LLC, and also known to me to be the same person whose name is subscribed to the foregoing Agreement as such _____, appeared before me this day in person and severally acknowledged that, as such _____, he/she signed and delivered the signed Agreement, pursuant to authority given by Monroe Court Venture LLC, as his/her free and voluntary act, and as the free and voluntary act and deed of Monroe Court Venture LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this ____ day of _____, 2018.

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 ____ day of _____, 201_.

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 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 ____ day of _____, 201_.

Notary Public

EXHIBIT "A"

**Payment to the Property Owner
Monroe Court Venture LLC
6115 Monroe Court, Morton Grove, Illinois
PINS: 10-20-301-031 and 10-20-301-013**

The Utility shall pay the Property Owner the sum of \$96,060 in good funds within five (5) business days before the Utility begins work within the Easement Area or on December 31, 2018 whichever is sooner.

In addition, the Utility, at its sole expense, shall complete the following improvements to the Property Owner's Property on or before December 31, 2018:

- Patch pavement base disturbed by water pipeline construction and construct pavement surface course within area bounded by the north line of the Temporary Easement Area, the east edge of the parking lot, the south edge of the paved parking lot, and the railroad ROW to the west.
 - Areas to be patched and paved will be completed as follows:
 - 2.5-inches of binder: IL-19.0, N50
 - 2.0-inches HMA Mix C, N50
 - Provide striping for the lot as directed by Property Owner.
- Move and replace the truck bumper wheel stops.

EXHIBIT "B"

**Exhibit of Permanent Easement Area and Temporary Easement Area
PINs: 10-20-301-031 and 10-20-301-033**

EXHIBIT

of

PERMANENT EASEMENT

THE SOUTH 25 FEET OF THAT PART OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE RIGHT OF WAY, 100 FEET WIDE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, LYING WEST OF A LINE DRAWN NORTH FROM A POINT ON THE SOUTH LINE 490.40 FEET WEST OF THE SOUTHEAST CORNER, AS MEASURED ON SAID SOUTH LINE, TO A POINT ON THE NORTH LINE, BEING 496.35 FEET WEST OF THE NORTHEAST CORNER AS MEASURED ON THE NORTH LINE THEREOF, SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

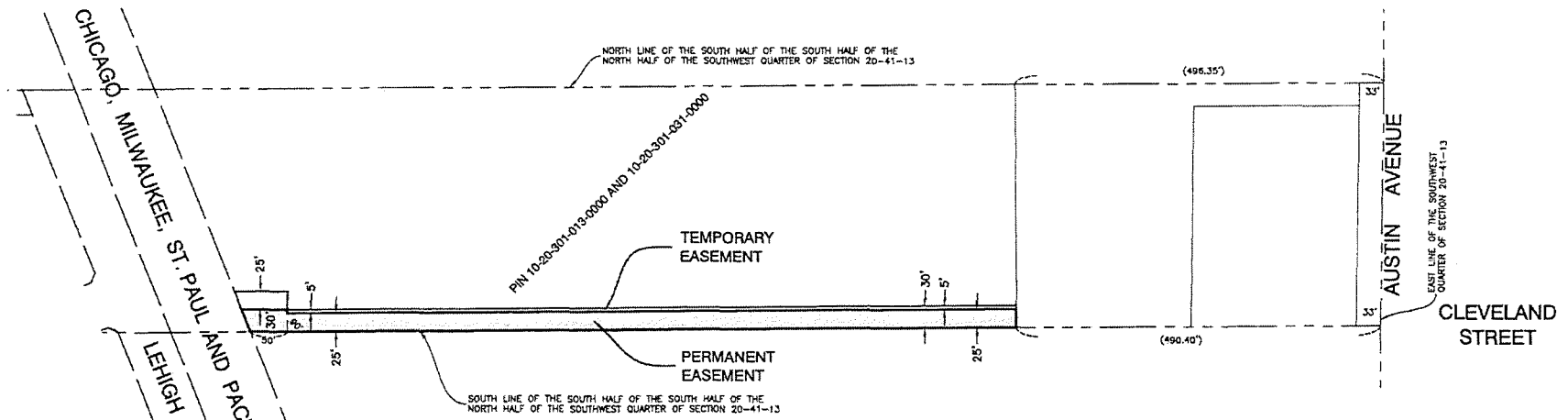
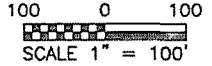
TEMPORARY EASEMENT

THE NORTH 5 FEET OF THE SOUTH 30 FEET OF THAT PART OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE RIGHT OF WAY, 100 FEET WIDE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, LYING WEST OF A LINE DRAWN NORTH FROM A POINT ON THE SOUTH LINE 490.40 FEET WEST OF THE SOUTHEAST CORNER, AS MEASURED ON SAID SOUTH LINE, TO A POINT ON THE NORTH LINE, BEING 496.35 FEET WEST OF THE NORTHEAST CORNER AS MEASURED ON THE NORTH LINE THEREOF, SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS (EXCEPTING THAT PART THEREOF LYING WITHIN THE LIMITS OF THE FOUNDATION OF ANY PERMANENT BUILDING EXISTING AS OF JULY 24, 2017).

AFFECTS PIN 10-20-301-013-0000 AND 10-20-301-031-0000

PERMANENT EASEMENT AREA = 28,217 SQUARE FEET

TEMPORARY EASEMENT AREA = 6,571 SQUARE FEET (1,663 + 4,908)



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 FAX (708) 331-3626
 © COPYRIGHT 2017
 ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128

REVISIONS

No.	Date	Remarks
1	8-25-17	RESECT FIELD WORK
2	9-12-17	CAUTION AREA ADDED

FOR:

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

