

RESOLUTION NO. 18-9

**RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
A UTILITY EASEMENT AGREEMENT BETWEEN THE
MORTON GROVE-NILES WATER COMMISSION AND CHICAGO TITLE LAND TRUST
COMPANY SUCCESSOR TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER
TRUST AGREEMENT DATED MAY 4, 1979 KNOWN AS TRUST NO. 1074819**

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, Chicago Title Land Trust Company Successor to Chicago Title and Trust Company as Trustee Under Trust Agreement Dated May 4, 1979 Known as Trust No. 1074819 ("Property Owner") is the fee simple owner of real estate commonly known as 8210 Austin Avenue, Morton Grove, Illinois. PIN: 10-20-301-022; 10-20-301-033. 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 \$26,100 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" with Chicago Title Land Trust Company Successor to Chicago Title and Trust Company as Trustee Under Trust Agreement Dated May 4, 1979 Known as Trust No. 1074819 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.

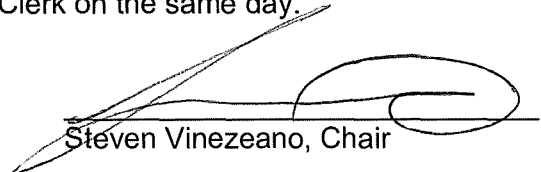
ADOPTED this 25th day of January 2018, pursuant to a roll call vote as follows:

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:

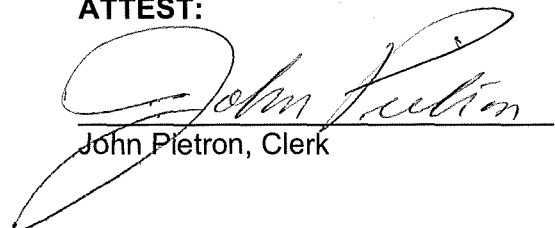

John Pietron, Clerk

Exhibit "A"

**UTILITY EASEMENT AGREEMENT BETWEEN THE
MORTON GROVE NILES WATER COMMISSION AND CHICAGO TITLE LAND TRUST
COMPANY SUCCESSOR TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER
TRUST AGREEMENT DATED MAY 4, 1979 KNOWN AS TRUST NO. 1074819**

(attached)

Utility Easement Agreement

Property Address: 8210 Austin Avenue
Morton Grove, Illinois
PINs: 10-20-301-022 and 10-20-301-033

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 _____, 201_ between CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1979 KNOWN AS TRUST NO. 1074819, 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 with the Village as "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 Area," 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 a common address of 8210 Austin Avenue (Parcel 1 and Parcel 2), located in Morton Grove, Illinois and legally described as follows:

Parcel 1: The South 298.73 feet (measured perpendicularly) of the West 223 feet (measured perpendicularly) of the East 256 feet 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, in Cook County, Illinois.
Property Index Number (PIN): 10-20-301-022.

Parcel 2: 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, lying East 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; (excepting therefrom the south 298.73 feet, measure perpendicularly, of the West 223 feet, of the East 256 feet, measured perpendicularly, thereof) and also (excepting therefrom the East 33 feet thereof deeded to the Village of Morton Grove), in Cook County, Illinois.
Property Index Number (PIN): 10-20-301-033.

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 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, known as the Permanent Easement Area, and legally described as follows:

**Permanent Easement Area 1: 8210 Austin Avenue
Affects PIN 10-20-301-022 (Parcel 1)**

The South 25 feet of the South 298.73 feet (measured perpendicularly) of the West 223 feet (measured perpendicularly) of the East 256 feet (measured perpendicularly) 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, in Cook County, Illinois, hereinafter referred to as "Permanent Easement Area 1".

**Permanent Easement Area 2: 8210 Austin Avenue
Affects PIN 10-20-301-033 (Parcel 2)**

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 East 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 (excepting therefrom the South 298.73 feet, measured perpendicularly, of the West 223 feet of the East 256 feet, measured perpendicularly, thereof) and also (excepting therefrom the East 33 feet thereof deeded to the Village of Morton Grove) in Cook County, Illinois, hereinafter referred to as "Permanent Easement Area 2".

Permanent Easement Area 1 and Permanent Easement Area 2 are collectively referred to as the "Permanent Easement Area".

**Temporary Easement Area 1: 8210 Austin Avenue
Affects PIN 10-20-301-022 (Parcel 1)**

The North 5 feet of the South 30 feet of the South 298.73 feet (measured perpendicularly) of the West 223 feet (measured perpendicularly) of the East 256 feet (measured perpendicularly) 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, in Cook County, Illinois, hereinafter referred to as "Temporary Easement Area 1".

**Temporary Easement Area 2: 8210 Austin Avenue
Affects PIN 10-20-301-033 (Parcel 2)**

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

East 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 (excepting therefrom the South 298.73 feet, measured perpendicularly of the West 223 feet of the East 256 feet, measured perpendicularly, thereof) and also (excepting therefrom the East 33 feet thereof deeded to the Village of Morton Grove) in Cook County, Illinois (excepting that part thereof lying within the limits of the foundation of any permanent building existing as of July 24, 2017), hereinafter referred to as "Temporary Easement Area 2".

Permanent Easement Area 1 and Temporary Easement Area 1 are depicted in Exhibit "B". Permanent Easement Area 2 and Temporary Easement Area 2 are depicted in Exhibit "C".

Temporary Easement Area 1 and Temporary Easement Area 2 are collectively referred to as the "Temporary Easement Area".

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

- 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 the 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 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 and be of no further force and effect on the date of the completion of the construction and installation of the Utilities and the Improvements as defined hereafter or on December 1, 2018 whichever is sooner (the "Temporary Easement Period"). Construction will occur in 2 phases, each to last no longer than 21 calendar days. There may be a gap between the completion of Phase 1 and the start of Phase 2. The Utility shall give the Property Owner at least 2 weeks advance notice before the start of each phase of construction. The Utility shall cooperate with the Property Owner to provide access to the parking areas during construction. The Utility may extend the Temporary Easement Period on a month-to-month basis by paying Property Owner One Thousand and No/100 Dollars (\$1,000.00) per month for each month that Utility needs in which to finish the construction and installation of the Utilities and Improvements as set forth herein; provided that in no event shall Utility have the right to extend the Easement Period for more than five (5) one-month periods without Property Owner's written consent, which may be granted or withheld in Property Owner's sole discretion.

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. 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 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.

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

3. **Improvements to Property Owner's Property or Payment by the Utility.** On or before December 1, 2018, the Utility, at its sole expense agrees to make certain improvements to the Property Owner's Property and/or provide certain monetary compensation as fully described in **Exhibit "A"**, a copy which is attached hereto and made a part hereof. 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 subject to the approval of Utility, which approval shall not be unreasonably withheld or delayed 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.
- H. The Utility shall warrant and guarantee that all materials and labor performed on Property Owner's Property by the Utility and its agents and contractors, including the Improvements (the "Work") will not be defective. Such warranty and guarantee shall terminate for landscape Work one year after the Work is completed, and two years after the Work is completed for all other Work. The warranty and guarantee shall not apply to defects or damage caused by abuse, modification, or improper maintenance or operation by persons other than the Utility or its agents and contractors; or normal wear and tear under normal usage.

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, 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, 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.
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.

CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TO
CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE
UNDER TRUST AGREEMENT DATED MAY 4, 1979 KNOWN
AS TRUST NO. 1074819

Village of Morton Grove

By _____

Ralph E. Czerwinski
Village Administrator

By: _____

Its _____

Dated: _____

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 CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1979 KNOWN AS TRUST NO. 1074819, 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 CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1979 KNOWN AS TRUST NO. 1074819, as his/her free and voluntary act, and as the free and voluntary act and deed of CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 4, 1979 KNOWN AS TRUST NO. 1074819, 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"

**Utility Improvements to Property Owner's Property and
Payment to the Property Owner
CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE
UNDER TRUST AGREEMENT DATED MAY 4, 1979 KNOWN AS TRUST NO. 1074819
8210 Austin Avenue, Morton Grove, Illinois
PINS: 10-20-301-022 and 10-20-301-033**

The Utility shall compensate the Property Owner as follows:

1. The Utility at its sole expense and discretion, shall complete the following improvements to the Property Owner's Property on or before December 31, 2018:
 - Replace approximately 1,400 square yards of bituminous pavement south of the building with 4.5-inch thick new bituminous pavement; provide paint striping for the portion of the lot that is replaced with an allowance of \$3,000.00 for the striping work.
 - Improve drainage of the lot as a part of this work including the installation of two 24-inch diameter inlets and 300 feet of 15-inch RCP storm sewer pipe.
 - Replace turf in disturbed grass area. Provide a tree allowance of \$2,000.00 for the replacement of four (4) trees.

THE UTILITY AND THE PROPERTY OWNER STIPULATE THAT THE FAIR MARKET VALUE OF THESE IMPROVEMENTS IS \$42,000.00

2. In addition to the completion of the improvements described in Paragraph 1 above, the Utility shall pay the Property Owner the sum of \$26,100 in good funds on or before December 31, 2018.

THEREFORE, THE TOTAL COMPENSATION PAID BY THE UTILITY TO THE PROPERTY OWNER STIPULATE IS \$68,100.00

EXHIBIT "B"

**Exhibit of Permanent Easement Area 1 and Temporary Easement Area 1
PIN: 10-20-301-022**

EXHIBIT

of

PERMANENT EASEMENT

THE SOUTH 25 FEET OF THE SOUTH 298.73 FEET (MEASURED PERPENDICULARLY) OF THE WEST 223 FEET (MEASURED PERPENDICULARLY) OF THE EAST 256 FEET (MEASURED PERPENDICULARLY) 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, IN COOK COUNTY, ILLINOIS.

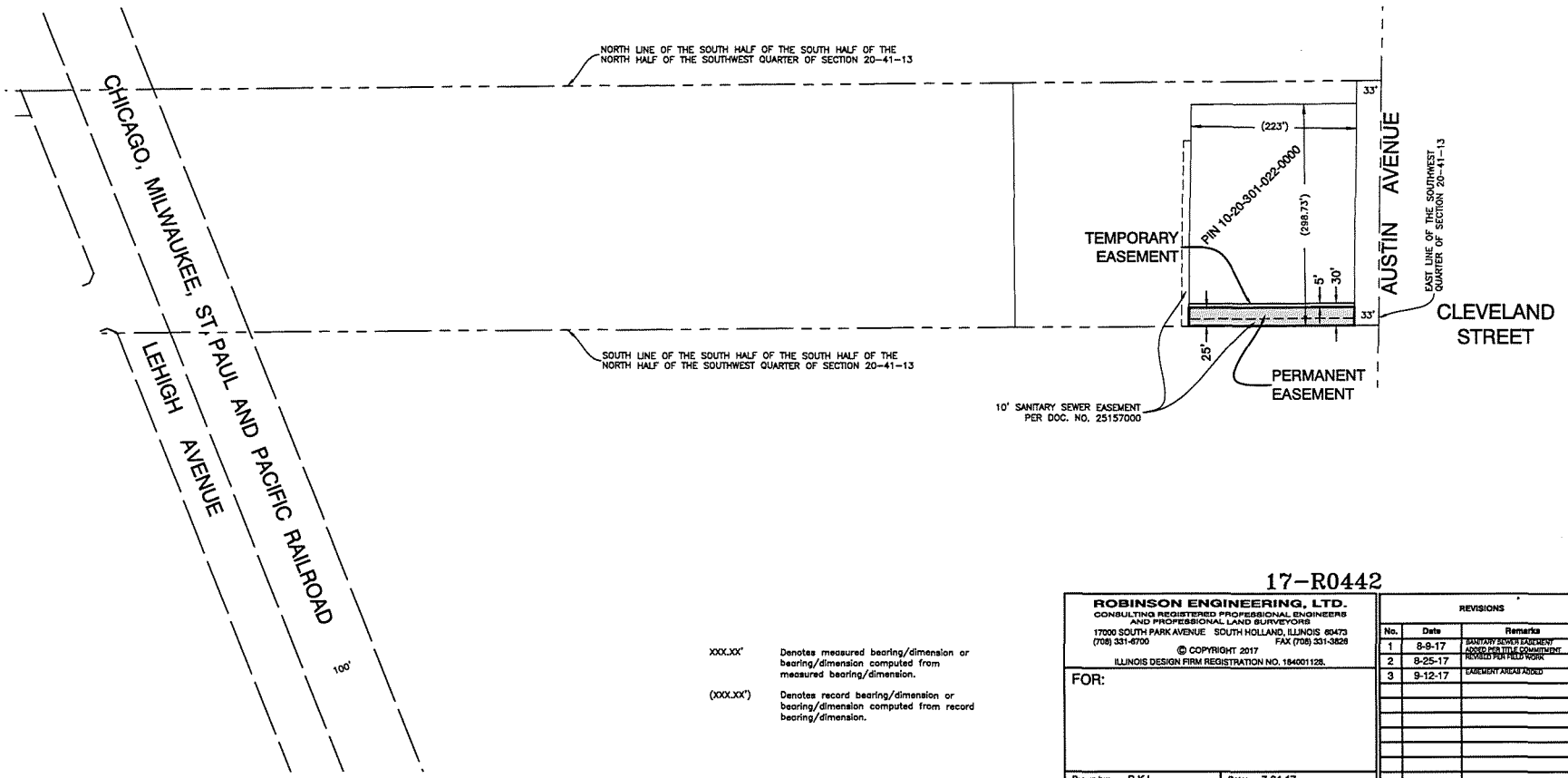
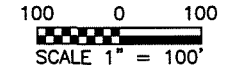
TEMPORARY EASEMENT

THE NORTH 5 FEET OF THE SOUTH 30 FEET OF THE SOUTH 298.73 FEET (MEASURED PERPENDICULARLY) OF THE WEST 223 FEET (MEASURED PERPENDICULARLY) OF THE EAST 256 FEET (MEASURED PERPENDICULARLY) 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, IN COOK COUNTY, ILLINOIS.

AFFECTS PIN 10-20-301-022-0000

PERMANENT EASEMENT AREA = 5,576 SQUARE FEET

TEMPORARY EASEMENT AREA = 1,115 SQUARE FEET



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) 331-3828 ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.		REVISIONS		
		No.	Date	Remarks
FOR:		1	8-9-17	ISSUANCE OF PERMITS FOR EASEMENT
		2	8-25-17	ISSUANCE OF PERMITS FOR EASEMENT
		3	9-12-17	EASEMENT AREA ADDED
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	

EXHIBIT "C"

**Exhibit of Permanent Easement Area 2 and Temporary Easement Area 2
PIN: 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 EAST 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 498.35 FEET WEST OF THE NORTHEAST CORNER AS MEASURED ON THE NORTH LINE THEREOF (EXCEPTING THEREFROM THE SOUTH 298.73 FEET, MEASURED PERPENDICULARLY OF THE WEST 223 FEET OF THE EAST 258 FEET, MEASURED PERPENDICULARLY THEREOF) AND ALSO (EXCEPTING THEREFROM THE EAST 33 FEET THEREOF DEEDED TO THE VILLAGE OF MORTON GROVE) IN COOK COUNTY, ILLINOIS.

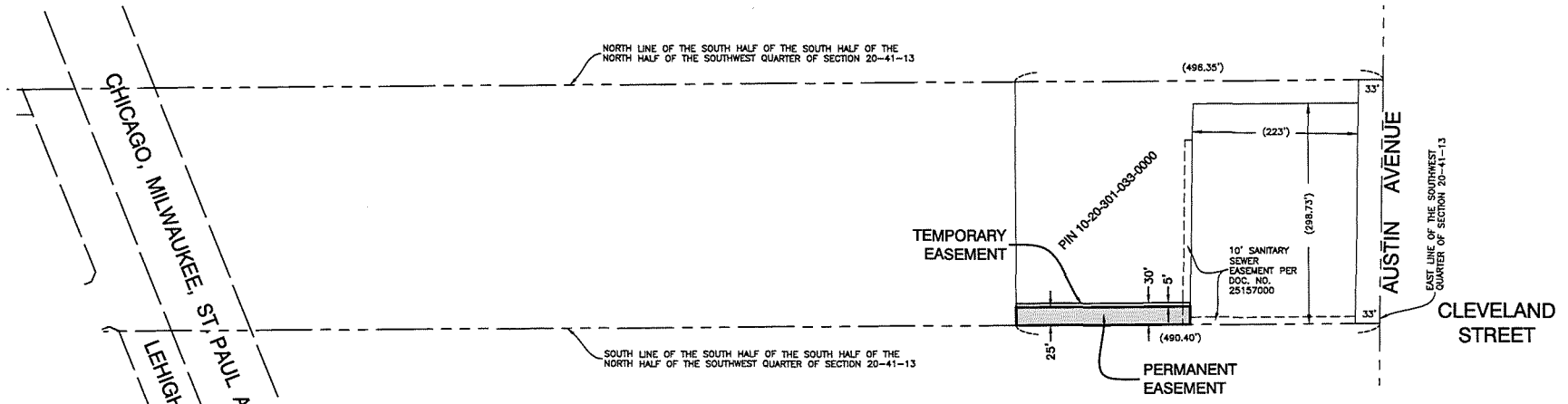
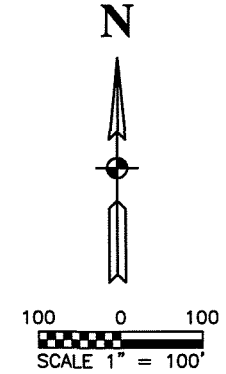
TEMPORARY EASEMENT

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 EAST 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 498.35 FEET WEST OF THE NORTHEAST CORNER AS MEASURED ON THE NORTH LINE THEREOF (EXCEPTING THEREFROM THE SOUTH 298.73 FEET, MEASURED PERPENDICULARLY OF THE WEST 223 FEET OF THE EAST 258 FEET, MEASURED PERPENDICULARLY THEREOF) AND ALSO (EXCEPTING THEREFROM THE EAST 33 FEET THEREOF DEEDED TO THE VILLAGE OF MORTON GROVE) IN COOK COUNTY, ILLINOIS (EXCEPTING THAT PART THEREOF LYING WITHIN THE LIMITS OF THE FOUNDATION OF ANY PERMANENT BUILDING EXISTING AS OF JULY 24, 2017).

AFFECTS PIN 10-20-301-033-0000

PERMANENT EASEMENT AREA = 5,885 SQUARE FEET

TEMPORARY EASEMENT AREA = 1,174 SQUARE FEET



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) 331-3826 ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.		REVISIONS		
FOR:		No.	Date	Remarks
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		1	8-9-17	SANITARY SEWER EASEMENT ADDED PER TITLE COMMITMENT
		2	8-25-17	REVISION PER FIELD WORK
		3	9-12-17	EASEMENT AREA ADDED

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. 18-9

**RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF
 A UTILITY EASEMENT AGREEMENT BETWEEN THE
 MORTON GROVE-NILES WATER COMMISSION AND CHICAGO TITLE LAND TRUST
 COMPANY SUCCESSOR TO CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER
 TRUST AGREEMENT DATED MAY 4, 1979 KNOWN AS TRUST NO. 1074819**

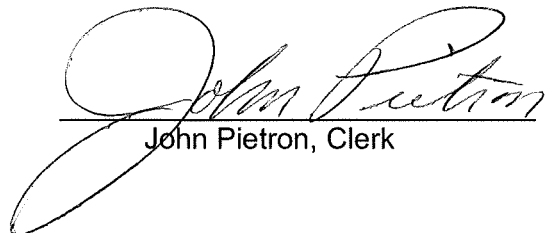
which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting held on the 25th day of January, 2018, at which meeting a quorum was present.

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