

RESOLUTION NO. 23-R-125

**A RESOLUTION ACCEPTING A PUBLIC UTILITY AND SANITARY SEWER
EASEMENT AGREEMENT FROM 5140 SUNSET DRIVE**

WHEREAS, the City finds it necessary to install a sanitary sewer along Sunset Drive;
and

WHEREAS, the construction of the sanitary sewer requires the owner of 5140 Sunset Drive to grant the City a permanent non-exclusive easement to construct, repair, maintain, own and operate the sanitary sewer; and

WHEREAS, the City finds that it is useful and necessary for the City to use, occupy and acquire the easements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolling Meadows, Illinois, as follows:

SECTION ONE: The recitals set forth herein are hereby incorporated herein, verbatim.

SECTION TWO: The City Council hereby accepts the easements from the property owners of 5140 Sunset Drive which are attached hereto as Exhibit 1.

SECTION THREE: The Mayor and City Clerk are hereby authorized and directed to execute and deliver, on behalf of the City, the easement agreement in a form which is substantially set forth as Exhibit 1 attached hereto, as may be revised subject to the approval of the City Manager and the City Attorney.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PASSED AND APPROVED by the City Council of Rolling Meadows, Cook County, Illinois this 10th day of October, 2023.

AYES: O'Brien, Vinezeano, Boucher, Reyez, Koehler, McHale, Budmats

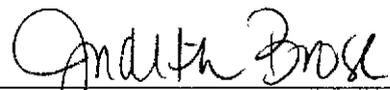
NAYS: 0

ABSENT: 0



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

Exhibit One

*THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:*

*James E. Macholl
STORINO, RAMELLO & DURKIN
9501 West Devon Avenue
Suite 800
Rosemont, Illinois*

ABOVE SPACE FOR RECORDER'S USE ONLY

GRANT OF PUBLIC UTILITY AND SANITARY SEWER EASEMENT AGREEMENT

This Grant of Public Utility and Sanitary Sewer Easement Agreement ("Agreement") is made by and between Scott J. Roper and Julie Roper, ("Grantors"), and the CITY OF ROLLING MEADOWS, an Illinois municipal corporation ("Grantee"). Grantors and Grantee are sometimes hereinafter referred to as, the "Parties."

RECITALS

WHEREAS, Grantee, an Illinois unit of local government, located in the County of Cook and the State of Illinois, has authorized construction of a certain sanitary sewer collection system within the City of Rolling Meadows; and

WHEREAS, Grantors are the owners in fee simple of the real estate legally described on Exhibit A, attached hereto and made a part hereof ("Grantors' Property"), a portion of which is strategically located to provide routes for sanitary sewers to be constructed and maintained by Grantee under a portion of Grantors' Property ("Public Utilities"); and

WHEREAS, in order for Grantee to construct and operate the Public Utilities with related facilities on a portion of Grantors' Property, Grantee requires from Grantors a permanent non-exclusive easement to construct, repair, maintain, own and operate the Public Utilities to be constructed upon, under and through the easement area, as hereinafter more fully described; and

WHEREAS, Grantors desires to grant to Grantee a non-exclusive permanent easement for the operation, maintenance, repair, replacement and existence of the Public Utilities.

NOW, THEREFORE, in consideration of Seven Thousand Two Hundred and 00/100ths (\$7,200.00) and the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference as though fully set forth.

2. Grant of Non-Exclusive Perpetual Easement. Grantors hereby grants to Grantee, and Grantee's officers, agents, representatives, employees, contractors, subcontractors, material suppliers, successors and assigns, a non-exclusive perpetual easement (the "Perpetual Easement Parcel") over, on and across that portion of Grantors' Property, which is legally described and depicted on Exhibit A hereto, and designated as the for the existence of, and the right, privilege and authority to enter upon the Permanent Easement Parcel, from time to time, as Grantee, in its reasonable discretion deems necessary, in order to inspect, repair, maintain, operate, and replace the Public Utilities.

3. Easement Conditions. The Perpetual Easement Parcel, together with any ancillary rights given to Grantee under this Agreement (the "Easement Premises"), shall be subject to the following conditions:

(a) Grantors reserves the right of access to and use of the Easement Premises in any manner not inconsistent with the rights granted to Grantee under this Agreement;

(b) Grantee shall notify Grantors not less than five (5) days prior to commencement of any excavation, construction, repair, maintenance or other work or activity on the Easement Premises ("Commencement Date"). The Parties shall reasonably cooperate with respect to the commencement, timing, and location of such work or activity so as to protect the public at large and to avoid any material interference with Grantors' use of Grantors' Property;

(c) All construction or other work or activity by any entity within the Easement Premises shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws;

(d) Grantee shall be responsible for the payment of all costs associated with any work or activity performed by Grantee on its sanitary sewer line on the Easement Premises pursuant to the grants of easement set forth in Paragraph 2.

(e) Grantee shall restore the surface of the Easement Premises to the condition which existed immediately prior to the beginning of any work or activity performed on the Easement Premises pursuant to the grant of easement set forth in Paragraph 2 above ("Restorative Work"). Within a reasonable time after Grantee's notice to Grantors of completion of the Restorative Work, the Parties shall together inspect the Restorative Work, and Grantors shall deliver to Grantee, written approval of the Restorative Work, such approval not to be unreasonably withheld.

(f) No permanent utilities, fences, trees, landscaping, or any other structure that would impede access to the utilities or function of the utilities shall be placed on the Easement Premises, but the Grantors' Property may be used for paved

areas and driveways.

4. **Maintenance and Repair.** Grantee, or its successor or assignee, shall maintain its sanitary sewer line in such a manner so as to ensure that its portion of the Public Utilities remains in good working order and repair at all times, and will further ensure that its portion of the Public Utilities complies at all times with applicable federal, state and local law.

5. **Indemnification.** To the fullest extent permitted by law, Grantee hereby agrees to defend, indemnify and hold harmless Grantors, its officials, agents and employees, against all mechanics liens, injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against Grantors, its officials, agents and employees arising in whole or in part or in consequence of Grantee's installation of the Public Utilities, Restorative Work and maintenance, inspection, operation, replacement and repair of the Public Utilities by Grantee, its contractors, subcontractors, officers, agents, employees, material suppliers, successors and assigns, or which may in anywise result therefore, except that arising out of the sole legal cause of Grantors, its agents or employees. Grantee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against Grantors, its officials, agents and employees, in any such action, Grantee shall, at its own expense, satisfy and discharge the same. Grantee expressly understands and agrees that any insurance policies required by this Agreement, or otherwise provided by Grantee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Grantors, their officials, agents and employees as herein provided.

6. **Insurance.** Prior to the commencement of construction on the Easement Premises by Grantee or its agents, representatives, employees, contractors, subcontractors, material suppliers, successors and assigns, Grantee will, or will cause its contractor to maintain during construction and deliver to Grantors a Certificate of Insurance that evidences Grantee's and its contractors, subcontractors, material suppliers, successors and assigns general liability insurance coverage in amounts not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and that names Grantors as an additional insured. All general liability coverages shall be provided on an occurrence policy form. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice be certified mail, return receipt requested, has been given to the member. The insurance coverage shall be primary as respects Grantors, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by Grantors, its officials, agents, employees and volunteers shall be excess insurance and shall not contribute with it.

7. **Liens.** Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantors or the Easement Premises, resulting from Grantee's construction, repair, maintenance, replacement and operation of the Public Utilities. Grantee shall indemnify, defend and hold harmless Grantors and the Easement Premises from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee and, in the event that any such lien shall arise or accrue against Grantors or the Easement Premises, Grantee shall promptly take action to remove and clear any lien upon notice thereof.

8. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

9. Severability. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

10. Law Governing. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

11. Captions and Paragraph Headings. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

12. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and electronically submitted (via email) copies of this executed Agreement shall be effective and conclusive proof of execution for all purposes.

14. Binding Effect. This Agreement shall be recorded in the public records of Cook County, Illinois to evidence the agreements made hereunder; which agreements shall be perpetual and shall run with and bind land and shall inure to the benefit of Grantors and Grantee, and their respective Grantees, successors and assigns.

15. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties to confer commercially usable right of enjoyment on the beneficiaries hereof is carried out.

16. Authority. Each of the Parties hereto hereby represents and warrants to the other that the execution and delivery of this Agreement by the representing and warranting party has been duly authorized, that this Agreement has been validly executed and delivered by such party, and that this Agreement is binding upon such party in accordance with its terms.

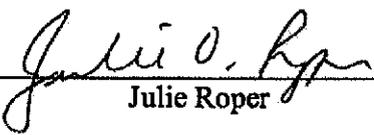
[Signature page follows]

Dated as of 6/2, 2023.

GRANTORS:



Scott J. Roper



Julie Roper

GRANTEE:

CITY OF ROLLING MEADOWS, an Illinois
municipal corporation,

ATTEST:

Lara Sanoica, Mayor

Judith Brose, Deputy City Clerk

COUNTY OF ILLINOIS)
COUNTY OF Cook)
)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that Scott J. Roper and Julie Roper, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act. for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2 day of June, 2023.

Debra J. Austerlade
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



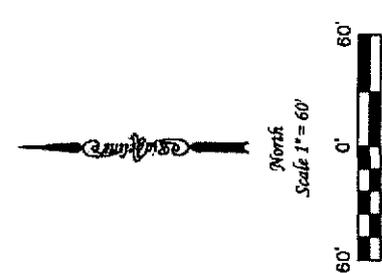
I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that Lara Sanoica, Mayor of the City of Rolling Meadows, and Judith Brose, Deputy City Clerk of the City of Rolling Meadows, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and, as such Mayor and Deputy City Clerk, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the City of Rolling Meadows for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2023.

Notary Public

EXHIBIT A

5140 Sunset



ABBREVIATION LEGEND

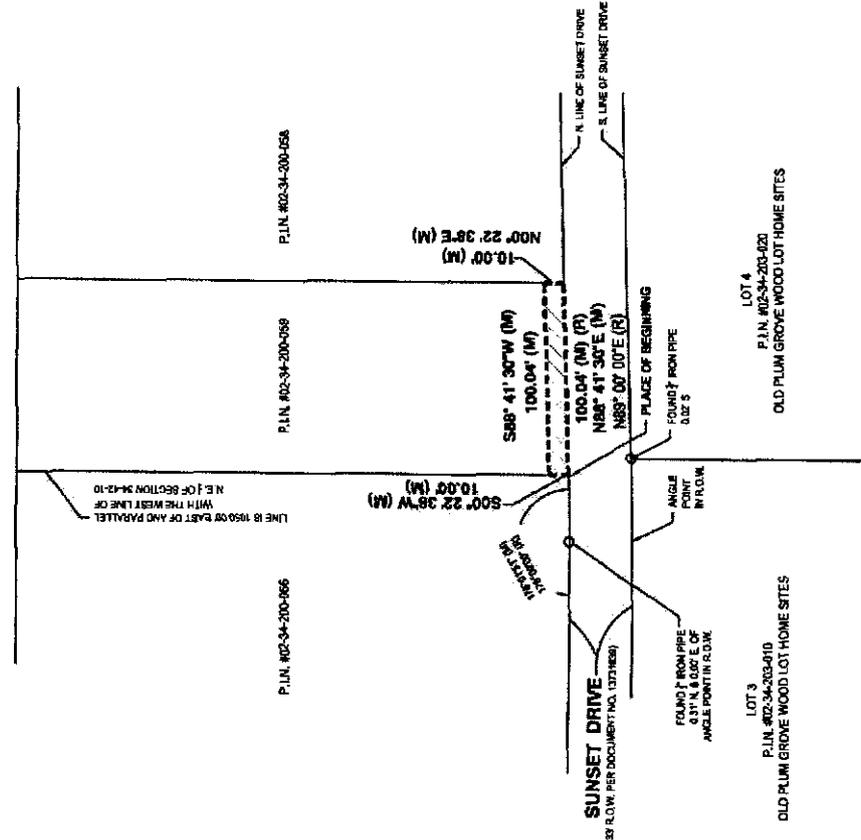
- E = EAST
- M = MEASURED
- N = NORTH
- R = RECORD
- S = SOUTH
- W = WEST

LINE TYPE LEGEND

PUBLIC UTILITY EASEMENT

NOTES:

- 1) THIS IS NOT A BOUNDARY SURVEY.
- 2) THIS EASEMENT IS BASED ON INFORMATION NOTED IN WHEATLAND TITLE GUARANTEE COMPANY'S TITLE COMMITMENT NO. WNN - 289000 - 152833 DATED JULY 2, 2021.
- 3) ALL UTILITIES MAY NOT BE SHOWN CALL LITTLE AT 1-800-862-8623 FOR FIELD LOCATION OF UNDERGROUND UTILITY LINES PRIOR TO ANY DIGGING OR CONSTRUCTION.
- 4) ALL MEASURED BEARINGS SHOWN HEREON ARE BASED ON NAD 83 ILLINOIS COORDINATE SYSTEM. EAST ZONE (2011 CORRECTION) AS DETERMINED BY USE OF GPS EQUIPMENT USING TRIMBLE'S VIS NETWORK AND EQUIPMENT.



LEGAL DESCRIPTION FOR P.L.N. #02-34-200-058

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 34, THENCE EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 34, FOR A DISTANCE OF 1,000.00 FEET, THENCE SOUTH ALONG A LINE AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER FOR A DISTANCE OF 592.24 TO THE NORTH LINE OF SUNSET DRIVE FOR A PLACE OF BEGINNING; THENCE NORTH 88 DEGREES EAST FOR A DISTANCE OF 100.04 FEET; THENCE NORTH AND PARALLEL TO SAID NORTH LINE FOR A DISTANCE OF 100.00 FEET; THENCE WEST AND PARALLEL TO SAID NORTH LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 100.00 FEET; THENCE SOUTH AND PARALLEL TO SAID WEST LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 285.24 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION FOR PUBLIC UTILITY EASEMENT FOR P.L.N. #02-34-200-059

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 34, THENCE EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 34, FOR A DISTANCE OF 1,000.00 FEET; THENCE SOUTH ALONG A LINE AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 34, THENCE EAST ALONG A LINE AND PARALLEL TO THE WEST LINE OF THE NORTH LINE OF SUNSET DRIVE FOR A DISTANCE OF 592.24 TO THE NORTH LINE OF SUNSET DRIVE PER DOCUMENT NO. 2373389 FOR A PLACE OF BEGINNING; THENCE NORTH 88 DEGREES 41 MINUTES 30 SECONDS EAST, ALONG SAID NORTH LINE, FOR A DISTANCE OF 100.04 FEET; THENCE NORTH 88 DEGREES 22 MINUTES 30 SECONDS EAST, ALONG A LINE THAT IS 10.00 FEET WIDE, SOUTH 88 DEGREES 22 MINUTES 30 SECONDS WEST, THENCE SOUTH 88 DEGREES 22 MINUTES 30 SECONDS WEST, ALONG SAID PARALLEL LINE, 10.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROJECT NO.	2020-0310
DATE:	10/11/2021
REVISIONS:	
BOOK:	
DRAWN: T.T.C.	CHECKED: GHS
1-23 NEW PUBLIC UTILITY EASEMENT	

Ridgeline Consultants LLC
 6611 Awood Road, Montgomery, IL 60538
 PH: 630.601.7927 FAX: 630.593.1988
 George H. Shaker P.L.S. 2580 Expired Date 1/18/2024
 Blake L. Shaver P.L.S. 2415 Expired Date 1/18/2024

PREPARED FOR:
CIOBRA GROUP
 PROPERTY ADDRESS:
SUNSET DRIVE
ROLLING MEADOWS, ILLINOIS

SHEET
 1 of 1