

**RESOLUTION NO. 22-R-24**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A PUBLIC UTILITY AND PUBLIC BIKE PATH EASEMENT AGREEMENT**

**WHEREAS**, The City requires an easement over a portion of the property commonly known as 2200 Algonquin Road, Rolling Meadows, Illinois for the purpose of public utilities and a public bike path; and

**WHEREAS**, the owner of the property is willing to grant the City an easement over a portion of the property for public utility and public bike path purposes; and

**WHEREAS**, the City Council of the City of Rolling Meadows, Illinois has determined it is in the best interest of the City to enter into the easement agreement.

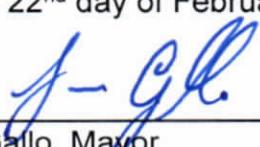
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Rolling Meadows, Cook County, Illinois, that the City Manager and Deputy City Clerk are hereby authorized and directed to execute and deliver, on behalf of the City, a Public Utility and Public Bike Path Easement Agreement, a copy of which is attached hereto as Attachment "1", and as may be revised by the City Manager and the City Attorney.

AYES: Bisesi, Reyez, Sanoica, McHale, Budmats, O'Brien, Vinezeano

NAYS: 0

ABSENT: 0

Passed and approved this 22<sup>nd</sup> day of February, 2022.

  
\_\_\_\_\_  
Joe Gallo, Mayor

ATTEST:

  
\_\_\_\_\_  
Judith Brose, Deputy City Clerk

Attachment 1

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

## PUBLIC UTILITY AND PUBLIC BIKE PATH EASEMENT AGREEMENT

This Public Utility and Public Bike Path Easement Agreement ("Agreement") is entered into this \_\_\_ day of February, 2022, by and between Stambolic RE, LLC ("Grantor"), and the City of Rolling Meadows, an Illinois municipal corporation ("Grantee"). Grantor 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 in the State of Illinois, operates and maintains water, sanitary sewer, storm water and public bike path systems within the City of Rolling Meadows; and

WHEREAS, Grantor is the fee simple owner of the real estate commonly referred to as 2200 Algonquin Road, Rolling Meadows, Illinois and legally described on Exhibit A, attached hereto and made a part hereof ("Grantor's Property"); and

WHEREAS, for the purpose of constructing, operating, repairing, replacing and maintaining a water, sanitary sewer, storm water and public bike path (the "Public Utility and Public Bike Path") on a portion of Grantor's Property, Grantee requires from Grantor a permanent non-exclusive easement to access, construct, repair, maintain, own and operate the Public Utility and Public Bike Path to be constructed upon, under and through the easement area, as hereinafter more fully described; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive, permanent easement for the access construction, reconstruction, operation, maintenance, repair, replacement and existence of the Public Utility and Public Bike Path.

NOW, THEREFORE, in consideration of 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. Grantor hereby grants to Grantee, and Grantee's officers, agents, representatives, employees, contractors, subcontractors, material suppliers, successors and assigns, and the general public for use of a bike path, a non-exclusive

perpetual easement (the "Perpetual Easement") over, under, on and across that portion of Grantor's Property, which is described in Exhibit B and depicted on Exhibit C hereto, and designated as the "Permanent Easement" for the existence of, and the right, privilege and authority to enter upon the Permanent Easement, from time to time, in order to construct, reconstruct, inspect, repair, maintain, operate, and replace the Public Utility and Public Bike Path, which public bike path shall be for the use and benefit of the general public.

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

(a) Grantor 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 Grantor not less than five (5) days prior to commencement of any excavation, construction, repair, maintenance or other work or activity on the Easement Premises. 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 Grantor's use of Grantor's 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 on the Easement Premises pursuant to the grants of easement set forth in Paragraph 2 above.

(e) Except for the construction of the Public Bike Path, 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 Grantor of completion of the Restorative Work, the Parties shall together inspect the Restorative Work, and Grantor shall deliver to Grantee, written approval of the Restorative Work, such approval not to be unreasonably withheld.

(f) Grantee shall have the right to remove any temporary structures and to trim or to remove any trees, shrubs or other plants that interfere with the installation, operation or maintenance of the Public Utility and Public Bike Path without obligation to restore or replace them and without providing any compensation therefore.

(g) No permanent buildings or structures shall be constructed or placed on the Easement Premises by the Grantor.

(h) Shrubs, landscaping and other purposes that do not interfere with the operation and maintenance of the Public Utility and Public Bike Path may be maintained on the Easement Premises upon agreement of the Parties.

4. Maintenance and Repair. Grantee, or its successor or assignee, shall maintain the Public Utility and Public Bike Path in such a manner so as to ensure that the Public Utility and Public Bike Path remains in good working order and repair at all times, and will further ensure that the Public Utility and Bike Path 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 Grantor, 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 Grantor, its officials, agents and employees arising in whole or in part or in consequence of Grantee's installation of the Public Utility and Public Bike Path, and construction, reconstruction, inspection, replacement maintenance operation and repair of the Public Utility and Public Bike Path 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 Grantor, 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 Grantor, 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 Grantor, their officials, agents and employees as herein provided.

6. Liens. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Easement Premises, resulting from Grantee's maintenance, repair, replacement, construction and operation of the Public Utility and Public Bike Path. Grantee shall indemnify, defend and hold harmless Grantor 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 Grantor or the Easement Premises, Grantee shall promptly take action to remove and clear any lien upon notice thereof.

7. 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.

8. 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.

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

10. 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.

11. 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.

12. 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.

13. 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 Grantor and Grantee, and their respective grantees, successors and assigns.

14. 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 is carried out.

15. 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.

Dated as of \_\_\_\_\_, 2022.

GRANTOR:

GRANTEE:

CITY OF ROLLING MEADOWS, an Illinois  
municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Joe Gallo  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Judith Brose, Deputy City Clerk





EXHIBIT A

STREET ADDRESS: 2200 ALGONQUIN ROAD  
CITY: ROLLING MEADOWS COUNTY: COOK  
TAX NUMBER: 06-08-404-001-0000

**LEGAL DESCRIPTION:**

THAT PART OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF ALGONQUIN ROAD AS WIDENED BY PLAT OF DEDICATION RECORDED AS DOCUMENT 11195776, WITH A LINE 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION 8; THENCE NORTH ALONG SAID LINE 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION 8, A DISTANCE OF 175 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 123.98 FEET, MORE OR LESS, TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE SAID NORTHERLY LINE OF ALGONQUIN ROAD THROUGH A POINT 175 FEET NORTHWESTERLY OF THE POINT OF INTERSECTION OF SAID NORTHERLY LINE OF ALGONQUIN ROAD WITH SAID LINE 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION 8; THENCE SOUTHWESTERLY ALONG SAID LINE DRAWN AT RIGHT ANGLES TO SAID NORTHERLY LINE OF ALGONQUIN ROAD, A DISTANCE OF 123.98 FEET, MORE OR LESS, TO SAID POINT ON THE NORTHERLY LINE OF ALGONQUIN ROAD; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF ALGONQUIN ROAD, A DISTANCE OF 175 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION (PERMANENT EASEMENT):

THAT PART OF THE EAST HALF OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ALGONQUIN ROAD (A.K.A. ILLINOIS ROUTE 62) AS DEDICATED BY DOCUMENT NO. 11195778 RECORDED FEBRUARY 2, 1933 AND THE WEST RIGHT-OF-WAY LINE OF WEBER DRIVE (F.K.A. OLD WILKE ROAD), SAID WEST RIGHT-OF-WAY LINE BEING A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE EAST HALF OF SAID SECTION 8; THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF ALGONQUIN ROAD HAVING AN ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011 ADJUSTMENT), GRID BEARING OF NORTH 70 DEGREES 55 MINUTES 56 SECONDS WEST, A DISTANCE OF 15.90 FEET; THENCE NORTH 43 DEGREES 24 MINUTES 54 SECONDS EAST, 7.24 FEET TO A POINT ON A LINE 10.00 FEET WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE OF WEBER DRIVE; THENCE NORTH 00 DEGREES 16 MINUTES 46 SECONDS WEST, 8.00 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 89 DEGREES 43 MINUTES 14 SECONDS WEST, 2.00 FEET TO A POINT ON A LINE 12.00 FEET WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE OF WEBER DRIVE; THENCE NORTH 00 DEGREES 16 MINUTES 46 SECONDS WEST, 156.50 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN DEED DOCUMENT NO. 1300442070 RECORDED JANUARY 4, 2013; THENCE NORTH 89 DEGREES 43 MINUTES 14 SECONDS EAST, 12.00 FEET ALONG SAID NORTH LINE TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF WEBER DRIVE; THENCE SOUTH 00 DEGREES 16 MINUTES 46 SECONDS EAST, 175.00 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

