

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A CONSENT LETTER AGREEMENT
BETWEEN 99 LLC, OPERATING AS THE ISLAMIC SOCIETY OF
NORTHWEST SUBURBS, AND THE CITY OF ROLLING MEADOWS**

WHEREAS, 99 LLC, operating as the Islamic Society of Northwest Suburbs ("ISNS") owns the property commonly known as 1200 Hicks Road, Rolling Meadows, Illinois, which property is encumbered by a watermain easement granted to the City and established pursuant to a Permanent Watermain Easement Agreement, that was recorded on June 2, 2009, with the Cook County Recorder of Deeds as document #0915303067 (herein referred to as "the Easement Agreement"); and

WHEREAS, ISNS desires to construct certain drainage improvements, including the construction of part of a detention pond, a weir, rip rap, and a storm manhole ("ISNS Drainage Improvements"), within the area of the City's watermain easement; and

WHEREAS, Section 3(c) of the Easement Agreement states that no building or structure, other than the Grantor's business identification sign, shall be erected or constructed on the Easement Area without the Grantee's written consent, which consent shall not be unreasonably withheld, conditioned or delayed; and

WHEREAS, the City Council deems it desirable and finds that it is in the best interest of the City to approve ISNS' request to use and construct the ISNS Drainage Improvements within the Easement Area, in accordance with a Consent Letter Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rolling Meadows, Cook County, Illinois:

Section 1. The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

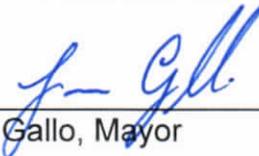
Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the City approve and authorize that certain Consent Letter Agreement, attached hereto as Exhibit "A" and incorporated herein, and further direct the City Manager to execute and issue to ISNS said Consent Letter Agreement on behalf of the City of Rolling Meadows.

Section 3. That this Resolution shall be in full force and effect from and after its passage, approval and execution in accordance with law.

ADOPTED this 28th day of June, 2022, by the City Council of the City of Rolling Meadows on a roll call vote as follows:

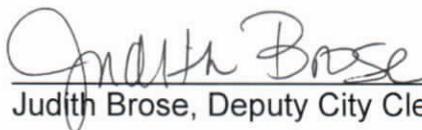
AYES: O'Brien, Vinezeano, Bisesi, Reyez, Sanoica, McHale, Budmats
NAYS: 0
ABSENT: 0

APPROVED this 28th day of June, 2022.



Joe Gallo, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

Exhibit "A"



June 29, 2022

Mr. Zeeshan Khan
President
Islamic Society of Northwest Suburbs
3950 Industrial Avenue
Rolling Meadows, IL 60008

Re: Consent Letter Agreement
Construction within Permanent Watermain Easement
1200 Hicks Road

Dear Mr. Khan:

The City of Rolling Meadows (the "City") received the request from 99 LLC, operating as the Islamic Society of Northwest Suburbs ("ISNS"), to place a detention pond, a weir, rip rap, and a storm manhole ("ISNS Drainage Improvements") within an area covered by a water main easement. Specifically, on or about October 14, 2008, a permanent easement was granted by Electrodynamics, Inc. (Grantor) to the City of Rolling Meadows (Grantee) to install a 12-inch watermain, pursuant to a Permanent Watermain Easement Agreement, that was recorded on June 2, 2009, with the Cook County Recorder of Deeds as document #0915303067 (herein referred to as "the Easement Agreement").

Section 3(c) of the Easement Agreement states that no building or structure, other than the Grantor's business identification sign, shall be erected or constructed on the Easement Area without the Grantee's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. The City has reviewed ISNS' request under Section 3(c) of the Easement Agreement, and hereby approves the request to use and construct the ISNS Drainage Improvements within the Easement Area as defined in the Easement Agreement, with the following conditions:

1. In the event of damage to the City's watermain, manholes, valves, and any other related structures ("Watermain Improvements") resulting from any act of ISNS or its agents, ISNS shall be liable for the repair of the damage to the Watermain Improvements. ISNS hereby agrees to repair any damage to the Watermain Improvements to the reasonable satisfaction of the City Engineer or his duly authorized designee. In the event ISNS fails to repair the damaged Watermain Improvements to the satisfaction of the City Engineer or his designee, the City may repair, or direct the repair of, such damage and charge the cost thereof to, and collect the same from ISNS.

2. ISNS shall also be solely responsible and shall hold the City harmless for any and all repair of damages to the ISNS Drainage Improvements caused by the City's maintenance of its Watermain Improvements. ISNS' responsibility, however, is limited to the repair of the Watermain Improvements only. Repair of damage to non-structural elements caused by the City's need to maintain the Watermain Improvements, including re-seeding or sodding repair improvements, remains the responsibility of the City in accordance with the Easement Agreement.
3. ISNS shall also be responsible and liable to the City for any and all additional costs incurred by the City caused by the existence of the ISNS Drainage Improvements, insomuch as the existence of the ISNS Drainage Improvements require additional costs to be incurred, including additional work or the use of additional equipment, with respect to the City's maintenance of the Watermain Improvements.

The City and ISNS agree that the ISNS Drainage Improvements within the Easement Area are necessary and in the public's interest. Therefore, this letter agreement is executed by ISNS and the City of Rolling Meadows.

Sincerely,



Rob Sabo
City Manager

Agreed to and Accepted:

By: _____

Date: _____

Zeeshan Khan, President
Islamic Society of Northwest Suburbs