

**AN ORDINANCE ACCEPTING A TEMPORARY CONSTRUCTION AND
PERMANENT EASEMENT FROM THE ROLLING MEADOWS PARK
DISTRICT**

WHEREAS, the City finds it necessary to install a storm sewer through Kimball Hill Park; and

WHEREAS, the construction of the storm sewer requires the Rolling Meadows Park District ("Park District") to grant the City a temporary construction and permanent easement for the City to install the storm sewer; and

WHEREAS, the Illinois Local Government Transfer Act (50 ILCS 605/1, et seq.) requires the City to adopt an ordinance finding the City's acquisition of a temporary construction and permanent easement is useful and necessary for the City to construct the storm sewer; and

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

NOW, THEREFORE, BE IT ORDAINED 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 temporary construction and permanent easement from the Park District; and

SECTION THREE: The Mayor and City Clerk are hereby authorized and directed to execute and deliver, on behalf of the City, a grant of a temporary construction and permanent easement in a form which is substantially set forth in

the attached Exhibit "A" as may be revised subject to the approval of the City Manager and the City Attorney.

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

SECTION FIVE: This Ordinance shall be printed and published in pamphlet form by order of the City Council of the City of Rolling Meadows.

PASSED AND APPROVED by the City Council of Rolling Meadows, Cook County, Illinois this 26th day of July, 2022.

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

NAYS: 0

ABSENT: Bisesi



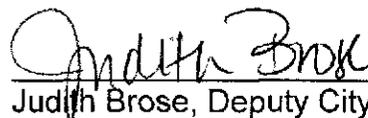
Joe Gallo, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

Published this 27th day of July, 2022.



Judith Brose, Deputy City Clerk

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 DRAINAGE EASEMENT AGREEMENT

This Grant of Public Utility and Drainage Easement Agreement ("Agreement") is made by and between THE ROLLING MEADOWS PARK DISTRICT, an Illinois park district, organized and existing pursuant to the laws of the State of Illinois ("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 and the State of Illinois, has authorized construction of a certain storm sewer collection system within the City of Rolling Meadows; and

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

WHEREAS, in order for Grantee to construct and operate the Public Utilities with related facilities on a portion of Grantor's Property, Grantee requires from Grantor a temporary construction easement and a permanent and 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, Grantor desires to grant to Grantee (i) an exclusive, temporary easement for the construction of the Public Utilities, and (ii) an exclusive, permanent easement for the operation, maintenance, repair, replacement and existence of the Public Utilities.

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 Exclusive Temporary Construction Easement. Grantor hereby grants to Grantee, and Grantee's officers, agents, representatives, employees, contractors, subcontractors, material suppliers, successors and assigns, an exclusive, temporary construction easement (the "Temporary Construction Easement") over, on and across that portion of Grantor's Property, which is described and depicted on Exhibit B hereto, and designated as the "Temporary Construction Easement," for the purpose of constructing the Public Utilities.

3. Term of Temporary Construction Easement. The Temporary Construction Easement granted pursuant to Paragraph 2 of this Agreement shall begin on the date of execution of this Agreement by the Parties and shall expire sixty (60) days after final completion of the construction of the Public Utilities. Notwithstanding the above, the Temporary Construction Easement granted pursuant to this Paragraph 2 shall expire on December 31, 2023, unless extended, in writing, by Grantor, such extension grant not to be unreasonably withheld.

4. Grant of Exclusive Perpetual Easement. Grantor hereby grants to Grantee, and Grantee's officers, agents, representatives, employees, contractors, subcontractors, material suppliers, successors and assigns, an exclusive perpetual easement (the "Perpetual Easement") over, on and across that portion of Grantor's Property, which is described and depicted on Exhibit B hereto, and designated as the "Public Utility and Drainage Easement" 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.

5. Easement Conditions. The Temporary Construction Easement Parcel and 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) 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 ("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 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 by Grantee on its storm sewer line on the

Easement Premises pursuant to the grants of easement set forth in Paragraphs 2 and 4 above.

(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 grants of easement set forth in Paragraphs 2 and 4 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) 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 Grantor's Property may be used for paved areas, driveways and sidewalks.

6. Maintenance and Repair. Grantee, or its successor or assignee, shall maintain its storm 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.

7. 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 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 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.

8. 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 Grantor 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 Grantor 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 Grantor, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by Grantor, its officials, agents, employees and volunteers shall be excess insurance and shall not contribute with it.

9. 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 construction, repair, maintenance, replacement and operation of the Public Utilities. 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.

10. 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.

11. 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.

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 _____, 2022.

GRANTOR:

ROLLING MEADOWS PARK
DISTRICT, an Illinois park district,

ATTEST:

By: _____

Name: _____

Its: President

Secretary

GRANTEE:

CITY OF ROLLING MEADOWS, an Illinois
municipal corporation,

ATTEST:

Joe Gallo, Mayor

Judith Brose, Deputy City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that Emily Ford and Kevin Romejko, the President and Secretary of the Rolling Meadows Park District, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and, as President and Secretary, 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 Rolling Meadows Park District for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2022.

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 Joe Gallo, 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 _____, 2022.

Notary Public

EXHIBIT A
Grantor's Property

EXHIBIT B
Temporary Construction Easement
And
Perpetual Easement

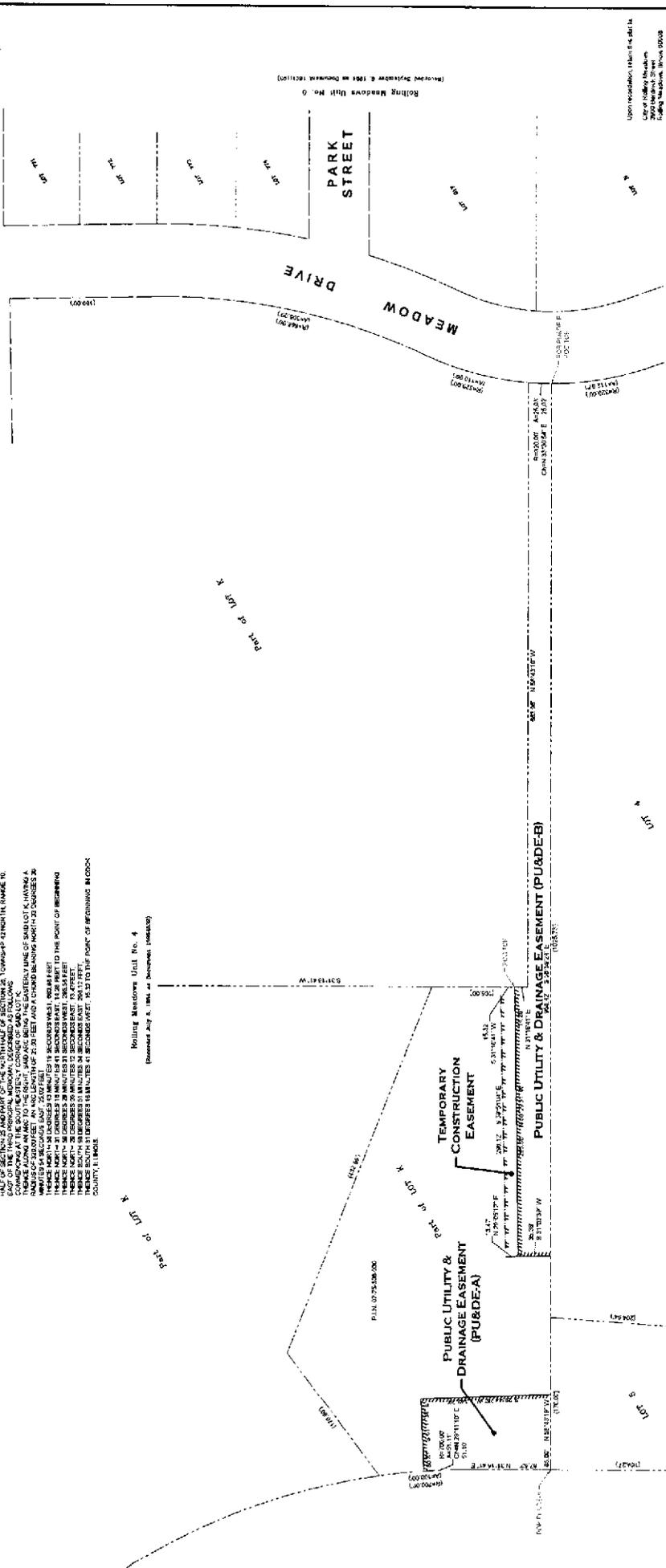
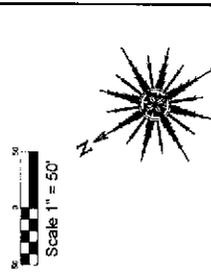
PLAT OF EASEMENT

LEGAL DESCRIPTION - PUBLIC UTILITY & DRAINAGE EASEMENT (PU&DEA)
 THAT PART OF LOT 4 IN COOK COUNTY, ILLINOIS, BEING A SUBDIVISION OF PART OF THE SOUTH
 HALF OF SECTION 34 AND PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 14
 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
 THENCE ALONG AN ARC TO THE RIGHT, S80°00'00" E, 100.00 FEET TO THE POINT OF BEGINNING;
 THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST, 200.00 FEET;
 THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST, 200.00 FEET;
 THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST, 200.00 FEET;
 THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST, 200.00 FEET;
 THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS EAST, 200.00 FEET TO A POINT ON THE SOUTHERLY
 LINE OF SAID LOT 4;
 THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS EAST, 200.00 FEET TO THE POINT OF BEGINNING, IN COOK
 COUNTY, ILLINOIS.

LEGAL DESCRIPTION - TEMPORARY CONSTRUCTION EASEMENT
 THAT PART OF SECTION 34 AND PART OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 14 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
 THENCE ALONG AN ARC TO THE RIGHT, S80°00'00" E, 100.00 FEET TO THE POINT OF BEGINNING;
 THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST, 200.00 FEET;
 THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST, 200.00 FEET;
 THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST, 200.00 FEET;
 THENCE NORTH 89 DEGREES 45 MINUTES 30 SECONDS WEST, 200.00 FEET;
 THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS EAST, 200.00 FEET TO THE POINT OF BEGINNING, IN COOK
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 THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS EAST, 200.00 FEET TO A POINT ON THE SOUTHERLY
 LINE OF SAID LOT 4;
 THENCE SOUTH 89 DEGREES 45 MINUTES 30 SECONDS EAST, 200.00 FEET TO THE POINT OF BEGINNING, IN COOK
 COUNTY, ILLINOIS.

Exhibit B Temporary Construction Easement and Perpetual Easement



PLAT OF EASEMENT

BAXTER & WOODMAN
 Consulting Engineers
 1400 North Dearborn Street, Suite 100
 Chicago, Illinois 60610
 Phone: (312) 462-1000
 Fax: (312) 462-1001

DATE: 11-03-2017
 BY: [Signature]
 PROFESSIONAL ENGINEER
 LICENSE NO. 00642023

STATE OF ILLINOIS
 COUNTY OF COOK

PLAT NO. 200902
 SHEET NO. 1 OF 1

CLIENT: City of Rolling Meadows

Rolling Meadows Shopping Center Subdivision
 (Revised March 2, 1993 as amended)

Rolling Meadows Unit No. 4
 (Revised July 8, 1994 as amended, temporary)

REVISOR: [Signature]
 CHARTERED ENGINEER

UPON RECEPTION, I HAVE REVIEWED THE PLAT AND
 CERTIFY THAT THE INFORMATION CONTAINED THEREON
 IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE
 AND BELIEF.

DATE: 11-03-2017
 BY: [Signature]
 PROFESSIONAL ENGINEER
 LICENSE NO. 00642023

STATE OF ILLINOIS
 COUNTY OF COOK

PLAT NO. 200902
 SHEET NO. 1 OF 1

CLIENT: City of Rolling Meadows