
THE VILLAGE OF TINLEY PARK
Cook County, Illinois
Will County, Illinois

RESOLUTION
NO. 2020-R-060

**A RESOLUTION AUTHORIZING EXECUTION OF AN EASEMENT AGREEMENT WITH
TINLEY VENTURES, LTD. FOR A PERMANENT UTILITY EASEMENT**

JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK

CYNTHIA A. BERG
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DIANE M. GALANTE
MICHAEL W. GLOTZ
MICHAEL G. MUELLER
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125, Chicago, IL 60606

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A RESOLUTION AUTHORIZING EXECUTION OF AN EASEMENT AGREEMENT WITH TINLEY VENTURES, LTD. FOR A PERMANENT UTILITY EASEMENT

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village of Tinley Park (“Village”) desires to enter into a \ Permanent Utility Easement Agreement (“Easement Agreement”) with Tinley Ventures, LTD., granting the Village certain permanent utility easement rights (“Easement”) near and along 6718 174th Place, Tinley Park, Illinois 60477 (“Subject Property”) to permit construction of new ComEd switchgear and transformer; and

WHEREAS, the Village shall purchase said Easement near and along the Subject Property in an amount not to exceed \$12,500.00; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, find that it is appropriate and in the best interests of the Village to residents to approve said Easement Agreement with Tinley Ventures, LTD.;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: The President and Board of Trustees of the Village of Tinley Park hereby approve said Easement Agreement attached hereto as **Exhibit 1**, and the Village shall pay Tinley Ventures, LTD. an amount not to exceed \$12,500.00 for said Easement near and along the Subject Property, and the Village President and/or Village Manager are hereby authorized to execute and memorialize said Easement Agreement on behalf of the Village of Tinley Park, subject to review and revision as to form by the Village Attorney.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Engagement Letter.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 9th day of June, 2020, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Berg, Brady, Brennan, Galante, Glotz, Mueller


NAYS: None

ABSENT: None

APPROVED this 9th day of June, 2020, by the President of the Village of Tinley Park.

ATTEST

Village Clerk


Village President

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-R-060, “A RESOLUTION AUTHORIZING EXECUTION OF AN EASEMENT AGREEMENT WITH TINLEY VENTURES, LTD. FOR A PERMANENT UTILITY EASEMENT”, which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 9, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 9th day of June, 2020.



VILLAGE CLERK

EXHIBIT 1

PERMANENT UTILITY EASEMENT AGREEMENT

Prepared by and after
Recording mail to:
Kevin Kearney
Peterson, Johnson & Murray
200 W Adams, Suite 2125
Chicago, Illinois 60606

PERMANENT UTILITY EASEMENT AGREEMENT

This Grant of Easement (this "*Agreement*") is effective as of the ___ day of August, 2020, by and between Tinley Ventures, Ltd. ("*Grantor*"); and the Village of Tinley Park ("*Grantee*"). Grantor and Grantee are sometimes referred to in this Agreement collectively as the "*Parties*" and individually as "*Party*."

RECITALS

WHEREAS, Grantor owns of record certain real property located in Cook County, Illinois and legally described on the attached and incorporated Exhibit A ("*Grantor's Property*");

WHEREAS, Grantee intends to construct and install new ComEd switchgear and transformer ("*ComEd Equipment*"); and

WHEREAS, Grantee is in need of a permanent utility easement on Grantor's Property in order to construct and install the ComEd Equipment; and

WHEREAS, Grantee has offered and Grantor is willing to accept payment of \$12,500.00 as consideration for the requested easement; and

WHEREAS, Grantor desires to grant Grantee an easement in and along Grantor's Property for utility purposes.

NOW, THEREFORE, for sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) to be paid by Grantee to Grantor, Grantor and Grantee covenant and agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated by reference as if set forth fully herein.
2. Grant of Easement. Grantor, for themselves and for their successors and assigns, hereby convey and grant to Grantee, its successors and assigns, a permanent, non-exclusive easement (the "*Easement*") over, under, in, along, across and upon the property described on the attached and incorporated Exhibit B (the "*Easement Area*"), including the right to ingress and egress, for the lawful construction, installation, maintenance, operation, repair, replacement and use of the ComEd Equipment and all related facilities within the Easement (the "*Improvements*").

3. Covenants by Grantee. Grantee agrees to the following covenants and conditions:
 - 3.1 Grantee shall construct a privacy fence around the Improvements that will extend from the Northernmost corner of the building east and then south to a point between the first and second window on the building and then West to the building, providing access to the area within the fence through a gate.
 - 3.2 Grantee shall pour a concrete floor within the fenced area and will remove the sidewalk that currently exists on Grantor's Property.
 - 3.3 Grantee shall seed the Easement Area surrounding the Improvements with grass.
 - 3.4 Grantee shall be responsible for undertaking the electrical, gas, roofing and other modifications necessary to place electrical and Comcast services (the "Utility Services") that are aerial fed to the northeast corner of Grantor's Property and the building located at 17407 67th Court underground.
 - 3.5 In the event that the installation of the aforementioned Utility Services underground results in the interruption of such services to the building located at 17407 67th Court for longer than three (3) days, Grantee shall compensate Grantor liquidated damages in the amount of one thousand (\$1000.00) dollars per day beginning on the fourth day of service interruption.
4. Term of Utility Easement. The Utility Easement shall commence on the Effective Date of this Agreement and shall run with the land and continue in full force and effect until Grantee formally vacates the Utility Easement.
5. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to the Easement under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not locate any structures within the Easement. Grantor may use the surface of the Easement provided such use does not interfere with Grantee's rights contained in this Easement. Grantor shall not permit any other utilities to be located in the Easement without the written consent of Grantee, with the exception of any existing or future AT&T equipment located within the easement. The Easement shall perpetually encumber the property.
6. Maintenance. Except to the extent caused by Grantor's actions or inactions, Grantee, at its sole cost and expense, shall repair and maintain the Easement, including but not limited to restoring all portions of the Easement, whether improved or unimproved, disturbed by Grantee in the exercise of Grantee's use of the Easement, to the condition, nearly as practicable, existing prior to the disturbance, ordinary wear and tear excluded.
7. Indemnification. Grantee does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from and against any and all claims, causes of action,

liability, loss, damage, costs and expenses (including reasonable attorneys' fees) which may be incurred by reason of Grantee's use and enjoyment of the Easement or failure by Grantee to perform any maintenance required herein, unless caused by Grantor's negligent or willful conduct.

8. Covenants Running with the Land. The Easement and other rights conferred 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 grantees, heirs, successors and assigns.

9. Notices. All notices and other communications shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed two (2) days after deposit in the U.S. mail if sent postage prepaid by the United States registered or certified mail, return receipt requested, addressed as follows:

All notices to Grantor shall be sent to:

Tinley Ventures, Ltd.
17407 S. 67th Court
Tinley Park, Illinois 60477

With a copy to: Robert J. Slobig
Torshen, Slobig & Axel, Ltd.
33 N. Dearborn St., Suite 1710
Chicago, Illinois 60602
rslobig@torshen.com

All notices to Grantee shall be sent to:

Village of Tinley Park, Illinois
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477
Attention: Village Manager
Email: dniemeyer@tinleypark.org

With a copy to: Paul O'Grady, Village Attorney
Peterson Johnson & Murray
200 W. Adams, Suite 2125
Chicago, Illinois 60606
pogrady@pjmlaw.com
Fax: 312-896-9318

EXHIBIT A
GRANTOR'S PROPERTY

LEGAL DESCRIPTION:

LOT 1 IN AMERITECH ILLINOIS TINLEY PARK RESUBDIVISION OF LOTS 5, 6, 7 AND THE EAST 48.00 FEET OF LOT 8 IN BLOCK 11 IN BREMEN, IN COOK COUNTY, ILLINOIS, IN THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 42671 IN BOOK 49 OF MAPS, PAGE 70.

**EXHIBIT B
EASEMENT AREA**

LEGAL DESCRIPTION (PUBLIC UTILITY EASEMENT):

THAT PART OF LOT 1 IN AMERITECH ILLINOIS TINLEY PARK RESUBDIVISION, BEING A RESUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 1998 AS DOCUMENT NO. 08169276 IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 1 HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 87 DEGREES 24 MINUTES 28 SECONDS EAST A DISTANCE OF 25.00 FEET TO A POINT ON A LINE 25.00 FEET EAST OF AN PARALLEL WITH THE WEST LINE OF SAID LOT 1; THENCE SOUTH 01 DEGREES 27 MINUTES 03 SECONDS EAST, 43.00 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 87 DEGREES 24 MINUTES 38 SECONDS WEST, 25.00 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 01 DEGREES 27 MINUTES 03 SECONDS WEST, 43.00 FEET ALONG SAID WEST LINE OF LOT 1 TO THE POINT OF BEGINNING.