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**THE VILLAGE OF TINLEY PARK**

**Cook County, Illinois**

**Will County, Illinois**

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**RESOLUTION**

**NO. 2021-R-057**

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**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
EASEMENT AGREEMENT WITH LOYOLA UNIVERSITY HEALTH  
SYSTEM (LUHS) AND THE VILLAGE OF TINLEY PARK FOR  
PROPERTY LOCATED AT 17901 96TH AVENUE**

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**MICHAEL W. GLOTZ, PRESIDENT  
KRISTIN A. THIRION, VILLAGE CLERK**

**WILLIAM P. BRADY  
WILLIAM A. BRENNAN  
DIANE M. GALANTE  
DENNIS P. MAHONEY  
MICHAEL G. MUELLER  
COLLEEN M. SULLIVAN  
Board of Trustees**

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**VILLAGE OF TINLEY PARK**

Cook County, Illinois

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**RESOLUTION NO. 2021-R-057**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
EASEMENT AGREEMENT WITH LOYOLA UNIVERSITY HEALTH  
SYSTEM (LUHS) AND THE VILLAGE OF TINLEY PARK FOR  
PROPERTY LOCATED AT 17901 96TH AVENUE**

**WHEREAS**, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

**WHEREAS**, the Village of Tinley Park ("Village"), has considered an Easement Agreement ("Easement Agreement") with Loyola University Health System (LUHS), to grant the Village a non-exclusive perpetual utility easement and temporary construction easement to install a new sanitary sewer on property owned by Loyola University Health Systems; and

**WHEREAS**, a true and correct copy of said Easement Agreement is attached hereto and made a part hereof as **Exhibit 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interest of said Village of Tinley Park that said Easement Agreement be approved and accepted; and

**NOW, THEREFORE, BE IT RESOLVED** BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park hereby approve and accept the Easement Agreement, attached hereto as **Exhibit 1**, 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: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Resolution in pamphlet form, and this Resolution shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS 29<sup>th</sup> day of June, 2021.

AYES: Brady, Brennan, Galante, Mahoney, Mueller, Sullivan

NAYS: None

ABSENT: None

APPROVED THIS 29<sup>th</sup> day of June, 2021.

  
VILLAGE PRESIDENT

ATTEST:

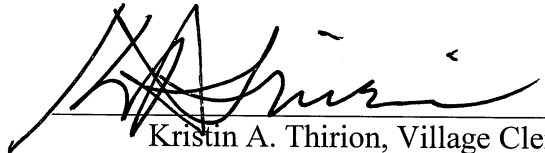
  
VILLAGE CLERK

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

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. 2021-R-057, "A RESOLUTION AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT WITH LOYOLA UNIVERSITY HEALTH SYSTEM (LUHS) AND THE VILLAGE OF TINLEY PARK FOR PROPERTY LOCATED AT 17901 96TH AVENUE," which was adopted by the President and Board of Trustees of the Village of Tinley Park on June 29, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 29<sup>th</sup> day of June, 2021.

  
\_\_\_\_\_  
Kristin A. Thirion, Village Clerk

# **EXHIBIT 1**

## **EASEMENT AGREEMENT**

**TEMPORARY CONSTRUCTION  
AND PERPETUAL UTILITY  
EASEMENT AGREEMENT**

**PINs:** 27-34-300-011-0000; 27-33-  
401-012-0000; and 27-34-300-005-  
0000



\*2135012280\*

Doc# 2135012280 Fee \$88 00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/16/2021 03:10 PM PG: 1 OF 25

**TEMPORARY CONSTRUCTION  
AND PERPETUAL UTILITY EASEMENT AGREEMENT**

Prepared by and upon recording return to:  
Peterson, Johnson & Murray  
Chicago PLC  
200 W. Adams, Suite 2125  
Chicago, IL 60606

Prepared by and after  
Recording mail to:

Peterson, Johnson & Murray – Chicago, LLC  
200 W. Adams, Ste. 2125  
Chicago, IL 60606

## TEMPORARY CONSTRUCTION AND PERPETUAL UTILITY EASEMENT AGREEMENT

This Temporary Construction and Perpetual Utility Easement Agreement (this “*Agreement*”) is effective as of the 16<sup>th</sup> day of November, 2021, by and between LOYOLA UNIVERSITY HEALTH SYSTEM, an Illinois not-for-profit corporation (“*Grantor*”); and the VILLAGE OF TINLEY PARK, an Illinois municipal corporation (“*Grantee*”). Grantor and Grantee are sometimes referred to in this Agreement collectively as the “*Parties*” and individually as “*Party*.”

### RECITALS

WHEREAS, Grantor is the owner of record of certain real property located at 18100 S. 96th Avenue, 18050-94<sup>th</sup> Avenue and 17901-96<sup>th</sup> Avenue, each such address located in Tinley Park, Cook County, Illinois and legally described on the attached and incorporated Exhibit A (“*Grantor’s Property*”); and

WHEREAS, Grantee provides certain utility services, including but not limited to water and sanitary sewer services, to its residents; and

WHEREAS, Grantee desires to construct a new lift station and related appurtenances as more particularly described in this Agreement (the “*Facilities*”), and requires a temporary construction easement upon a portion of Grantor’s Property to temporarily locate equipment and materials, and a perpetual utility easement; and

NOW, THEREFORE, for sum of Ten Dollars (\$10.00) and other consideration 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 as the agreement and understanding of the parties hereto.
2. Grant of Easements. Grantor, for themselves and for their successors and assigns, hereby conveys and grants to Grantee, the following:
  - 2.1 **Temporary Construction Easement**. A temporary, non-exclusive easement as more particularly described in this Agreement (the “*Temporary Construction Easement*”) over, under, in, along, across and upon the portion of Grantor’s Property described on the attached Exhibit B and B-1 respectively (the “*Construction Easement Area*”) and

incorporated herein. Grantee may use the Construction Easement Area for the purposes of constructing and installing the Facilities, and other work necessary and incident to the construction and installation of the Facilities, including but limited to the right to temporary place and store equipment, vehicles, and materials; the right time, cut, and remove trees, structures, and any other obstruction or obstacles (together the "Other Work"). All such Other Work is subject to Grantor's prior approval, which approval shall not be unreasonably withheld. Except as in the case of emergencies, Grantee's access to the Construction Easement Area shall be restricted to normal business hours.

- 2.2 **Utility Easement.** Subject to the terms of this Agreement, a perpetual, non-exclusive easement in gross (the "*Utility Easement*") over, under, in, along, across and upon the portion of Grantor's Property described on the attached Exhibit C and C-1 respectively (the "*Utility Easement Area*") and incorporated herein, including the limited right to ingress and egress, for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground sanitary sewer pipe and underground water pipes within the Utility Easement Area (together, the "Easement Areas") that are subject to the terms of this Agreement.

Grantee's rights in the Easement Areas described above include the right to have Grantee's Group, which term is defined in Section 12 upon the Easement Areas for the purposes described above. Grantee shall ensure that Grantee's Group adhere to Grantee's obligations under this Agreement. Notwithstanding the foregoing, Grantee shall at all times remain responsible for such Grantee's Group.

3. Grantee's Limited Rights. Grantee's easement rights and use thereof shall not unreasonably interfere in any way with the proposed construction, development, operations and use by Grantor or its employees, contractors, agents, visitors, guests or invitees of the Grantor's Property and further, Grantee's rights pursuant to this Agreement are limited to the following:
- 3.1 Rights or claims of parties in possession shown or not shown by public records or as otherwise disclosed by Grantor.
  - 3.2 Any encroachment, overlap, boundary line disputes, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of Grantor's Property.
  - 3.3 Easements, or claims of easements, shown or not shown by the public records.
  - 3.4 Rights of way for drainage tiles, ditches, feeders and laterals, if any.
  - 3.5 Rights of the public, the State of Illinois and the municipality in and to that part of the property if any, taken or used for road purposes.
  - 3.6 Limitations to the extent that the Temporary Construction Easement or the Utility Easement relates to the terms, provisions and conditions relating to the non-exclusive

easement for the benefit of the property and any adjoining property as created by that certain plat of dedication dated July 7, 2000 and recorded July 24, 2000 as document 00555222 from Republic Bank of Chicago known as Trust Number 3018 to the Village of Tinley Park for the purpose of public road and public utility and drainage easement over that property.

- 3.7 Once the Facilities have been constructed and the Term of the Temporary Easement Agreement has expired, Grantee shall not park, load or unload vehicles or store items on or along the roadway located within the Utility Easement Area or otherwise on Grantor's Property, or allow any construction traffic to block the Utility Easement Area, or otherwise unreasonably interfere with the Parties use of, or free flow of traffic on, the Utility Easement Area. No walls, fences, or barriers of any sort of kind shall be constructed or maintained within the Utility Easement Area, or any portions thereof, which shall prevent or unreasonably interfere with the use or exercise of the Grantor's retained rights herein, or its access, ingress, egress, movement, construction, use and/or operation within the Utility Easement Area once the Term of the Temporary Construction Easement has expired.
4. Grantor's Retained Rights. Grantor reserves for itself and its successors, assigns, and beneficiaries the access and use of Grantor's Property, it being understood, however, that such use shall not unreasonably interfere with or damage the Facilities. All rights not provided for in this Agreement shall remain with Grantor. In addition, the Utility Easement is subject to Grantor's continued right to ingress and egress over, under, in, along, across and upon the Utility Easement Area and the right to resurface the same to allow vehicular traffic on and to add landscaping in the event of future development.
5. Grantor's Tenant's Rights. Grantee is aware of Grantor's tenant on Grantor's Property. Grantee agrees that Grantor's tenant's rights to access, use and quiet enjoyment of the Grantor's Property and other rights as further described in the lease shall not be impacted by construction of the Facilities or the exercise of Grantee's rights relevant to the Utilities Easement. In particular, Grantee shall maintain access for such tenant and Grantor to Grantor's Property at all times both during the progress of the construction of the Facilities and throughout the Term of the Utility Easement and Grantee will maintain an area at least one driveway's width (or wider if necessary to fit any farm equipment used by such tenant) into Grantor's Property free for access at all times both during the course of the construction of the Facilities and the Term of the Utility Easement. Grantee will reimburse Grantor's tenant three hundred dollars (\$300.00) for the required removal of the tenant's crop located within the Temporary Construction Easement and Utility Easement. Further, Grantee will reimburse Grantor's tenant \$18.75 per square foot for any and all other costs incurred by the Grantor's tenant to his crop due to damage that resulted from the Project.
6. Grantor's Right to Relocate Easements. Grantor retains the right to modify or relocate the Temporary Construction Easement or the Utility Easement at its reasonable cost, subject to providing reasonable notice to Grantee and the reasonable requirements and consent of the Grantee.

7. Grantee Work Requirements. Grantee shall construct the Facilities pursuant to the following requirements:

7.1 Grantee's work will be completed expeditiously, in a good and workmanlike manner at Grantee's sole expense and in a manner not to harm or diminish the value of Grantor's Property.

7.2 Grantee's work shall be performed at all times in accordance with the terms of this Agreement and applicable law.

7.3 Grantee shall provide the Grantor with all schedules and timelines for the construction of the Facilities (the "*Project*") for review and approval within three (3) business days, not to be unreasonably withheld, after such schedules and timelines are provided to the Grantee by its contractor or subcontractors.

7.4 Grantee shall, after the Project is substantially complete, which shall be on or before January 15, 2023, restore Grantor's Property to its original or better condition in accordance with the specifications as determined by Grantor. All such Project substantial completion work and restoration work will be completed on or before March 31, 2023, weather conditions permitting, at the Grantee's sole expense. If the restoration work is not completed on or before March 31, 2023, Grantor shall have the right but not the obligation to perform such restoration work affecting its property and be reimbursed for the cost of such work within five (5) business days of the Grantee's receipt of a written notice and accompanying invoice from Grantor.

7.5 Grantee shall timely provide Grantor with waivers of mechanic's liens from the Grantee and any contractors, subcontractors or suppliers as necessary. The Grantee shall promptly pay each contractor, subcontractor and supplier.

7.6 Grantee's use of the easement shall not impair Grantor's right to post signage on or about the easement premises.

7.7 Grantee will provide notification and plans to Grantor of work to be performed in the event Grantor can coordinate development efforts if applicable. For instance, prior to start of work, Grantee shall provide a copy of, design, engineer and construction documents for Grantor's review and approval before commencing work. In particular, Grantor's approval is required for sight lines and visibility as well as architectural design. Any changes required by Grantor shall not increase the Project's budget by more than ten thousand dollars (\$10,000.00). Such approval shall not be unreasonably withheld by Grantor.

7.8 Should Grantee require access to modify the utilities within the Utility Easement, all associated costs and restoration work shall be at the sole cost and expense of Grantee.

All modifications or additional work must be approved by Grantor and will not interrupt any business operations in place at the time of the required modifications.

7.9 Grantee to pay for all costs related to the Temporary Construction Easement's and the Utility Easement's construction, use, ongoing maintenance, repair and replacement and any damages that result therefrom-in perpetuity. This includes but is not limited to restoration, repair and replacement costs for damage to Grantor's property and Grantor's tenant's property caused by Grantee.

7.10 Grantee shall be responsible for any taxes that result or arise from or due to the granting of the Temporary Construction Easement or the Utility Easement.

7.11 Grantee to construct a Lift Station substantially similar to the one detailed on Exhibit D. Additionally, Grantee to provide additional barrier landscaping per Grantor's approval.

8. Term of Easements.

8.1 **Temporary Construction Easement.** The Temporary Construction Easement shall commence on the Effective Date of this Agreement and shall automatically terminate and expire upon the earlier of: (i) the date construction of the Facilities is completed, or (ii) March 31, 2023 ("Temporary Construction Easement Term"). Upon the expiration of the Temporary Construction Easement Term, all of the rights and benefits of Grantee in, to, and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect. Any obligations on the part of Grantee that are meant to survive, however, shall survive such termination.

8.2 **Utility Easement.** The Utility Easement shall commence on the date construction of the Facilities are completed. Thereafter, the Utility Easement shall continue in full force and effect in perpetuity subject to the terms of this Agreement ("Utility Easement Term"). Notwithstanding Grantor's obligation pursuant to this Agreement to grant such Utility Easement, no such Utility Easement shall be granted if the Temporary Construction Easement Term has lapsed due to Grantee's failure to complete timely construction at which time, this Agreement shall terminate. Grantee shall be granted a reasonable extension period, if due to unforeseen circumstances the construction of the Facilities is delayed. The term "unforeseen circumstances" is defined as those uncontrollable events experienced by a broad population, (i.e., pandemics, war or extreme weather) that are not the fault of Grantee and that make it difficult or impossible for Grantee to carry out normal business. Any obligations on the part of Grantee that are meant to survive, however, shall survive such termination.

8.3 Grantee's rights hereunder shall be subject to all valid and existing easements, rights, leases, licenses, reservations and encumbrances, whether of record or not, affecting

Grantor's Property or any portion thereof. Grantee's occupancy or use of the Easement Areas shall not create nor vest in Grantee any ownership or interest in Grantor's Property other than the limited easement interest as specifically given herein.

8.4 It is understood and agreed to by the parties that both the Temporary Construction Easement and the Utility Easement are made without covenant of title and are without warranty of title, express or implied.

9. Reservation by Grantor/Non-Exclusive Use. All right, title and interest in and to the Temporary Construction Easement and the Utility Easement under this Agreement which may be used and enjoyed without interfering with the limited rights conveyed by this Agreement are reserved to Grantor. Grantor may use the surface of the Easement Areas provided such use does not interfere with Grantee's rights contained in this Agreement.

10. Additional Consideration. In addition to the above-referenced cash consideration, Grantee shall provide the following prior to the Effective Date:

10.1 Written confirmation whether Grantor's property for Parcel 27-34-300-005-0000, zoned B-3 (General Business and Commercial), is suitable for the development of a Medical Clinic or Medical Office as defined in the Village of Tinley Park Zoning Ordinance. Written confirmation whether Grantor's Property for Parcel 27-33-401-012-0000, zoned B-3 (General Business and Commercial), is suitable for the development of a Medical Clinic or Medical Office as defined in the Village of Tinley Park Zoning Ordinance. Written confirmation that Grantor's Property for Parcel 27-34-300-011-0000 is zoned ORI (Office and Restricted Industrial District) suitable for the development of a Medical Clinic as defined in the Village of Tinley Park Zoning Ordinance. Further, Grantee shall also confirm that: (1) the manner in which Grantor bills third party payors for certain services it provides in any Medical Clinic if located on Parcel 27-34-300-011-0000, i.e., as a Physician Office (POS 11), is permissible under the Village of Tinley Park Zoning Ordinance for that Parcel zoned as ROI; and, (2) the multiple practitioners who may provide a variety of medical services in the Medical Clinic if located on Parcel 27-34-300-011-0000 may also have office space in that same location which is Zoned as ORI. Such written confirmation will be recorded with the Cook County Recorder of Deed's Office prior to the Effective Date of this Agreement.

10.2 Pursuant to the jurisdictional transfer effectuated by Ordinance No. 92-O-112 between Grantee and the Illinois Department of Transportation ("IDOT"), Grantee agrees to exercise its authority to and shall administer, control, construct, maintain and operate the vacated IDOT highway known as Old 96th Avenue, as shown on Exhibit E, to effectuate Grantor's use of the same for transportation purposes. Notwithstanding the above, the Village shall have no obligation to construct a roadway on Old 96<sup>th</sup> Avenue.

- 10.3 Grantee will confirm for Grantor that Chopin Road is a public right of way and as such, Grantor may develop an egress/ingress to Grantor's Property from Chopin Road subject to Grantee's engineering and site plan requirements.
- 10.4 Grantor is allowed to construct an internal road from the point where 96th Avenue ends at Grantor's Property line through Grantor's Parcel 27-34-300-011-0000 and Grantee will allow Grantor to construct an ingress/egress from such property to 183rd and provide the right to continued access and use, subject to Grantee's engineering and site plan requirements.
- 10.5 Support Grantor in soliciting Cook County Department of Transportation, Illinois Department of Transportation, and/or the Grantee in obtaining an ingress/egress off 179th Street and/or La Grange Road, as well as any roadway modifications to allow such ingress/egress as well as any roadway modifications to allow for such ingress/egress that would be in conformance with Grantee's engineering standards.
- 10.6 Support Grantor in obtaining a traffic light at a new driveway onto Grantor's parcel off 179<sup>th</sup> Street, or at Chopin & 179<sup>th</sup> Street, should Grantor require one, that would be in conformance with Grantee's engineering standards.
11. Maintenance. Except to the extent caused by the gross negligence of Grantor, Grantee, at its sole cost and expense, shall repair and maintain the Grantor's Property upon which the Temporary Construction Easement and the Utility Easement are located, whether over, under, in, along, across and upon, including but not limited to restoring all portions of Grantor's Property including but not limited to the Temporary Construction Easement Area and/or Utility Easement Area as applicable, whether improved or unimproved, disturbed by Grantee in the exercise of Grantee's use of the Temporary Construction Easement Area and the Utility Easement Area, to the condition, nearly as practicable, existing prior to the disturbance, ordinary wear and tear excluded. All modifications or additional work must be approved by Grantor, and such approval shall not be unreasonably withheld.
12. Indemnification. Grantee expressly assumes all responsibility for, and shall indemnify, save, defend and hold harmless Grantor, Grantor's member(s), Grantor's affiliates, and each of their respective employees, agents, directors, and officers (individually an "Indemnitee" and collectively the "Indemnitees"), from and against any and all liability arising out of any and all claims, demands, suits, causes of action of every kind and character (collectively, "Claim"), and any resulting or related liabilities, obligations, fines, damages, losses, costs and expenses (including but not limited to attorneys' fees and litigation costs, or at the option of the Grantor, the Grantee shall promptly accept tender of the Claim and provide a defense at no cost to the Indemnitees) that Indemnitee or Indemnitees may incur by reason of or arising out of, or occurring in connection with, resulting from or related to (1) any actual or alleged act, error or omission of the Grantee, any contractor, subcontractor, supplier or anyone directly or indirectly contracted or employed by any of them or anyone for whose acts or omissions any of them may be liable (collectively, the

"Grantee's Group"), including but not limited to, any lien or claim against Grantor or the property owned by Grantor against any Indemnitee's interest therein or against any of Grantor's funds or other property; (2) the Grantee's (including but not limited to Grantee's Group's) performance of this Agreement; or (3) the performance of the construction, operation, maintenance and repair by the Grantee's Group.

### 13. Insurance.

13.1 **Insurance Coverages.** During and throughout the Term of the Temporary Construction Easement and the Utility Easement, Grantee shall carry and maintain at its own cost, with companies that are rated a minimum of "A-" (VII or better) in AM Best Rating Guide or are otherwise reasonably acceptable to Grantor, the following insurance coverage types with the following minimum primary limits and/or primary/excess limits where indicated:

13.1.1 Errors & Omissions insurance for activities of Grantee related to this Agreement with primary limits of not less than Two Million Dollars (\$2,000,000) per claim and in the annual aggregate;

13.1.2 Commercial General Liability insurance, covering against bodily injury, property damage, personal and advertising injury, and contractual liability with limits of not less than One Million Dollars (\$1,000,000) per claim/occurrence and Five Million Dollars (\$5,000,000) in the annual aggregate. The aggregate amount of insurance specified for commercial general liability under this section may be satisfied by any combination of primary and umbrella (excess liability) limits, so long as the total amount of insurance is not less than the aggregate limit specified. Trinity Health Corporation, Loyola University Medical Center ("LUMC") and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.3 [E12]Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit for bodily injury and property damage liability of not less than One Million Dollars (\$1,000,000) for any one accident or loss. Trinity Health Corporation, LUMC and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.4 Worker's Compensation with statutory limits and Employer's Liability insurance with limits of not less than One Million Dollars (\$1,000,000) bodily injury by accident each accident; One Million Dollars (\$1,000,000) bodily injury by disease policy limit; One Million Dollars (\$1,000,000) bodily injury each employee;

13.1.5 Environmental Liability covering third-party injury and property damage claims, including cleanup costs, as a result of a pollution condition arising from Grantee's operations and completed operations with limits of not less than One

Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate. This policy shall have a retroactive date before the start of any work on Grantor's Property. Trinity Health Corporation, LUMC and Grantor shall be included as an additional insured at all times during the term of this Agreement or any extension thereof;

13.1.6 All Risk Property Insurance covering Grantee's property for 100% of replacement cost while located on Grantor's Property.

13.1.7 Builders Risk Insurance covering any construction projects undertaken by Grantee on Grantor's Property in reasonable and customary amounts.

### **13.2 Requirements Related to Insurance.**

13.2.1 Self-Insurance. If Grantee maintains program of self-insurance for any coverage listed in this Section, Grantee must provide documentation of financial strength such that Grantor may ascertain acceptability of self-insured arrangement.

13.2.2 Proof of Insurance. Grantee shall provide Trinity Health, LUMC and Grantor with certificates of insurance required under this Section no later than the Effective Date of this Agreement. Grantee shall provide Trinity Health Corporation, LUMC and Grantor with updated certificates of insurance annually and/or upon request to evidence Grantee's continued compliance with the terms of this Agreement. Said insurance coverages referenced above shall not be materially reduced or cancelled without thirty (30) days prior written notice to Trinity Health Corporation, LUMC and Grantor.

13.2.3 Extended Reporting Period Coverage ("tail"). In the event that any of the insurance coverages referenced above are written on a claims-made basis, then such policy or policies shall be maintained during the Term of this Agreement and for a period of not less than three (3) years following the termination or expiration of this Agreement or, extending reporting period coverage ("tail") is required.

13.2.4 Insurance Obligations. The provisions of this Section shall not be deemed to limit the liability of Grantee hereunder or limit any right that Grantor may have including rights of indemnity or contribution. The insurance obligations under this Section are mandatory; failure of Grantor to request certificates of insurance shall not constitute a waiver of Grantee's obligations and requirements to maintain the minimal insurance coverage referenced above. If Grantee utilizes subcontractors to provide any services under this Agreement, Grantee shall ensure and be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than the greater of those required by this Agreement, applicable law and customary in the relevant industry.

13.2.5 Subcontractors' Insurance. Grantee will cause each subcontractor engaged by Grantee to purchase and maintain insurance coverage meeting the insurance requirements of the Grantee.

13.2.6 Waiver of Subrogation: The Grantee will require all insurance policies in any way related to the work and secured and maintained by the Grantee in Section 13. to include clauses stating each insurer will waive all rights of recovery, under subrogation or otherwise, against Grantor, Architect, and all tiers of contractors, subcontractors or consultants engaged by them. The Grantee shall provide evidence of the insurance companies' waiver of subrogation and shall be provided to Grantor along with evidence of insurance. The Grantee will require of its Subcontractors, by appropriate written agreements, to obtain similar waivers each in favor of all parties enumerated in this section and obtain the same evidence of the insurance companies' of waiver of subrogation and maintain with the evidence of insurance.

14. Survival. The rights and obligations of the Grantor and the Grantee, respectively under this Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns and all terms, conditions, and covenants therein shall be construed as covenants running with the land subject to the terms and conditions of this Agreement.

15. Default.

15.1 The Parties shall have all rights available at law to it as well as all rights described in this Agreement with respect to any and all of its respective remedies for a Party's defaults, if any.

15.2 In the event of a default by Grantee in the performance of its obligations hereunder, then, except in the case of an emergency, in addition to the Grantor's other rights and remedies at law, in equity, and under this Agreement, if such default is not cured within thirty (30) days after receipt of written notice from Grantor, then the Grantor may perform, or cause to be performed, such obligations at the cost and on behalf of the Grantee and, within thirty (30) days after the Grantee's receipt of an invoice accompanied by commercially reasonable documentation of the costs incurred by Grantor, the Grantee shall reimburse Grantor for its incurred costs. In the event of a failure of the Grantee to timely pay to Grantor any amounts owing hereunder, then such amounts shall constitute a lien against Grantee and Grantor may, in addition to its other rights and remedies at law, in equity, and under the Agreement, cause such lien to attach to Grantee. In the event of any violation or threatened violation of any of the provisions of the Agreement by a Party, then, in addition to any other rights available at law, in equity, or under the Agreement, the other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.

16. Additional Restrictions. Grantee shall not: 1) allow and/or permit any use of the Temporary Construction Easement or the Utility Easement by it or its Grantee's Group for any purpose that is not consistent with the current edition of The Ethical and Religious Directives for Catholic Health Care Services, as the same may be subsequently revised from time to time; and 2) erect or display, or permit to be erected or displays, any signage located within or visible from Grantor's Property that could reasonably be expected to embarrass or otherwise adversely impact the public image of the Grantor.
17. Notices. All notices and other communications shall be in writing and shall be deemed properly served if: (a) delivered in person to the party to whom it is addressed or (b) 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:

Loyola University Health System  
2160 South 1<sup>st</sup> Avenue  
Maywood, IL 60153  
Attention: General Counsel

With a Copy To:

Loyola Medicine  
2160 South 1<sup>st</sup> Avenue  
Maywood, IL 60153  
Attention: Real Estate

All notices to Grantee shall be sent to:

Village of Tinley Park  
16250 S. Oak Park Avenue  
Tinley Park, IL 60447  
Attn: Village Clerk

With Copy To:

Kevin Kearney  
Peterson Johnson & Murray, Chicago LLC  
200 West Adams Street, Suite 2125  
Chicago, IL 60606  
kkearney@pjmchicago.com

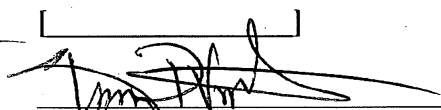
18. Recording Survival. Grantee will record this easement within five (5) business days from the Effective Date. Grantee will provide Grantor a copy of said recorded instrument promptly upon such recording.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws provisions. If legal action is brought to enforce or to resolve any dispute arising under this Agreement, the prevailing Party shall be entitled to recover reasonable Attorneys' fees and other costs incurred in such proceeding, in addition to any other relief to which it may be entitled.
20. Waiver. No waiver of breach of any of the easements, covenants and/or agreement contained in the Agreement shall be construed as, or constitute a waiver of, any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.
21. Estoppel Certificate. Each Party and their respective successors and permitted assigns, from time to time, upon not less than thirty (30) days prior written notice by the other Party, agrees to execute, acknowledge and deliver to the other Party a statement in writing (a) certifying that the Agreement is unmodified and in full force and effect (or if there have been modifications stating such modifications) and (b) stating whether or not to the best knowledge of said Party, the requesting Party is/are in default in the performance of any covenant, agreement or condition contained in the Agreement, and if so, specifying each such default of which said Party may have knowledge. Requests for estoppel certificates may not be made by a Party any more frequently than once a year.
22. No Partnership or Third Party Beneficiaries. Nothing in the Agreement shall be construed to make the Parties partners or joint venturers or render either Party liable for the debts or obligations of the other. Other than as provided for in the Agreement, the Agreement shall be for the benefit of the Parties and the property and not for the benefit of any other person or property.
23. No Violation. To the best of each Party's knowledge, this indication of interest, and the proposed transaction contemplated hereby, will not violate any contract, agreement or commitment currently binding on such Party. Each Party, in entering into this Letter, has relied on the other Party's representation that it is not currently bound under any binding or enforceable contract or agreement with any third party which would materially interfere with the proposed transaction contemplated hereby.
24. Agreement Negotiation Expenses. The Parties acknowledge and agree that each are responsible for its own respective fees and expenses and those of their respective agents, representatives and advisors, including, but not limited to, all attorneys and accountants, related to the review and assessment of the arrangements and the negotiation and execution of this Agreement to effectuate the Agreement.
25. Exhibits. All exhibits referred to in the Agreement and attached thereto shall be deemed part of the Agreement.

26. Approval. Each Party to the Agreement shall warrant to the other Party that the individual signing on behalf of such warranting Party has the authority to execute the document for and on behalf of the entity for which it purposes to act.

27. Counterparts. The Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Agreement by persons legally entitled to do so as of the day and year first set forth above.

  
Grantor

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

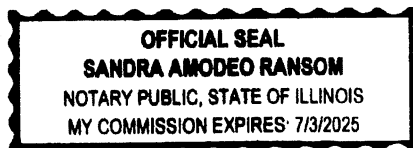
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Shawn Vincent personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this 6<sup>th</sup> day of December, 2021

Sandra Amodeo Ransom  
Notary Public

SANDRA AMODEO RANSOM  
Printed Name of Notary

My Commission Expires:



Grantee

STATE OF ILLINOIS )

) SS.

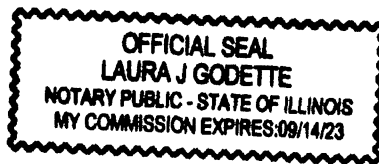
COUNTY OF COOK )

CERTIFY that Michael Golitz

Given under my and official seal, this 16 day of November, 2021

Notary Public

Launa J. Godette



My Commission Expires: 9-14-2023

**EXHIBIT A**  
**Grantor's Property**

**PARCEL 1:**

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 01 DEGREES 19 MINUTES 04 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 330.97 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 01 MINUTES 42 SECONDS EAST ALONG THE LAST DESCRIBED LINE 66.11 FEET TO THE EAST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 01 MINUTES 42 SECONDS EAST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4, A DISTANCE OF 603.96 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE SOUTH 01 DEGREES 15 MINUTES 24 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 611.37 FEET TO THE SOUTH LINE OF THE NORTH 942.37 FEET OF THE NORTHWEST 1/4 OF SAID SOUTHWEST 1/4; THENCE NORTH 89 DEGREES 01 MINUTES 28 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 636.42 FEET TO THE WEST LINE OF THE EAST 33.00 FEET OF THE WEST 1/2 OF SAID SOUTHWEST 1/4, SAID LINE ALSO BEING THE WEST LINE OF 94TH AVENUE; THENCE SOUTH 01 DEGREES 11 MINUTES 45 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 462.76 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 21 SECONDS WEST 1239.07 FEET TO THE AFORESAID EAST LINE OF 96TH AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 1073.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH 01 DEGREE 19 MINUTES 04 SECONDS EAST, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 253.81 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 33.87 FEET TO THE WEST LINE OF 96TH AVENUE PER DOCUMENT NUMBER 10157484, RECORDED SEPTEMBER 26, 1928, FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 27 MINUTES 15 SECONDS WEST 15.12 FEET TO THE WESTERLY LINE OF THE DEED RECORDED AUGUST 23, 1993 AS DOCUMENT NO 93667499; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID DEED, THE FOLLOWING THREE COURSES; SOUTH 14 DEGREES 00 MINUTES 12 SECONDS WEST 338.86 FEET; SOUTH 10

DEGREES 35 MINUTES 58 SECONDS WEST 580 18 FEET, SOUTH 12 DEGREES 51 MINUTES 03 SECONDS WEST 447 03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 56 SECONDS EAST 333.48 FEET TO SAID WEST LINE OF 96TH AVENUE; THENCE NORTH 01 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 1328.76 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXCEPT THEREFROM THAT PART OF PARCEL 2 TAKEN BY DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS, PURSUANT TO FINAL JUDGMENT ORDER ENTERED SEPTEMBER 12, 2002 IN CASE NO. 00 L 050372 AND DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID EAST 1/2 OF THE SOUTHEAST 1/4, THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 77.206 METERS (253.30 FEET), ALONG THE EAST LINE OF THE SAID EAST 1/2 OF THE SOUTHEAST 1/4, TO THE POINT OF BEGINNING AND TO THE EASTERLY RIGHT-OF-WAY LINE OF FAI-80 EXTENDED; THENCE NORTH 89 DEGREES 44 MINUTES 27 SECONDS WEST 10.391 METERS (34.09 FEET) ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 15 DEGREES 11 MINUTES 32 SECONDS WEST 103.209 METERS (338.61 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 11 DEGREES 45 MINUTES 18 SECONDS WEST 176.838 METERS (580.18 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80; THENCE SOUTH 14 DEGREES 02 MINUTES 23 SECONDS WEST 166.486 METERS (546.21 FEET), ALONG THE SAID EASTERLY LINE OF FAI-880; THENCE SOUTH 04 DEGREES 07 MINUTES 21 SECONDS WEST 37 813 METERS (124.06 FEET), ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FAI-80, TO A 5/8-INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT-OF-WAY CORNER IPLS 2017"; THENCE NORTH 14 DEGREES 39 MINUTES 26 SECONDS EAST 197.066 METERS (646.54 FEET), TO A 5/8-INCH REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT-OF-WAY CORNER IPLS 2017"; THENCE NORTH 22 DEGREES 07 MINUTES 52 SECONDS EAST 179.492 METERS (588.88 FEET), TO A POINT ON THE SAID EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 27 MINUTES 19 SECONDS WEST 114.995 METERS (377.28 FEET), ALONG THE SAID EAST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4, TO THE POINT OF BEGINNING.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF DEDICATION DATED JULY 7, 2000 AND RECORDED JULY 24, 2000 AS DOCUMENT NO 00555222 FROM REPUBLIC BANK OF CHICAGO KNOWN AS TRUST NUMBER 3018 TO THE VILLAGE OF TINLEY PARK FOR THE PURPOSE OF PUBLIC

ROADWAY AND PUBLIC UTILITY AND DRAINAGE EASEMENT OVER THE FOLLOWING DESCRIBED LAND:

THE WEST 80 FEET (EXCEPT THE NORTH 33 FEET THEREOF) OF THE NORTH 590.86 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 80 FEET OF THE SOUTH 351.52 FEET OF THE NORTH 942.37 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF TAKEN FOR 96TH AVENUE ), ALSO EXCEPTING THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 25.00 FEET ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 19 SECONDS EAST 23.60 FEET, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 84 DEGREES 03 MINUTES 02 SECONDS EAST, 66.34 FEET, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017", THENCE CONTINUING NORTH 84 DEGREES 03 MINUTES 02 SECONDS EAST, 89.76 FEET, TO A 5/8" REBAR WITH AN ALLIED CAP STAMPED "STATE OF ILLINOIS DIVISION OF HIGHWAYS RIGHT OF WAY CORNER IPLS 2017", THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST, 7.52 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 179TH STREET; THENCE SOUTH 89 DEGREES 57 MINUTES 38 SECONDS WEST, 155.44 FEET, ALONG THE SAID SOUTH RIGHT OF WAY LINE OF 179TH STREET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT B**

**Temporary Construction Area Easement Legal Description**

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

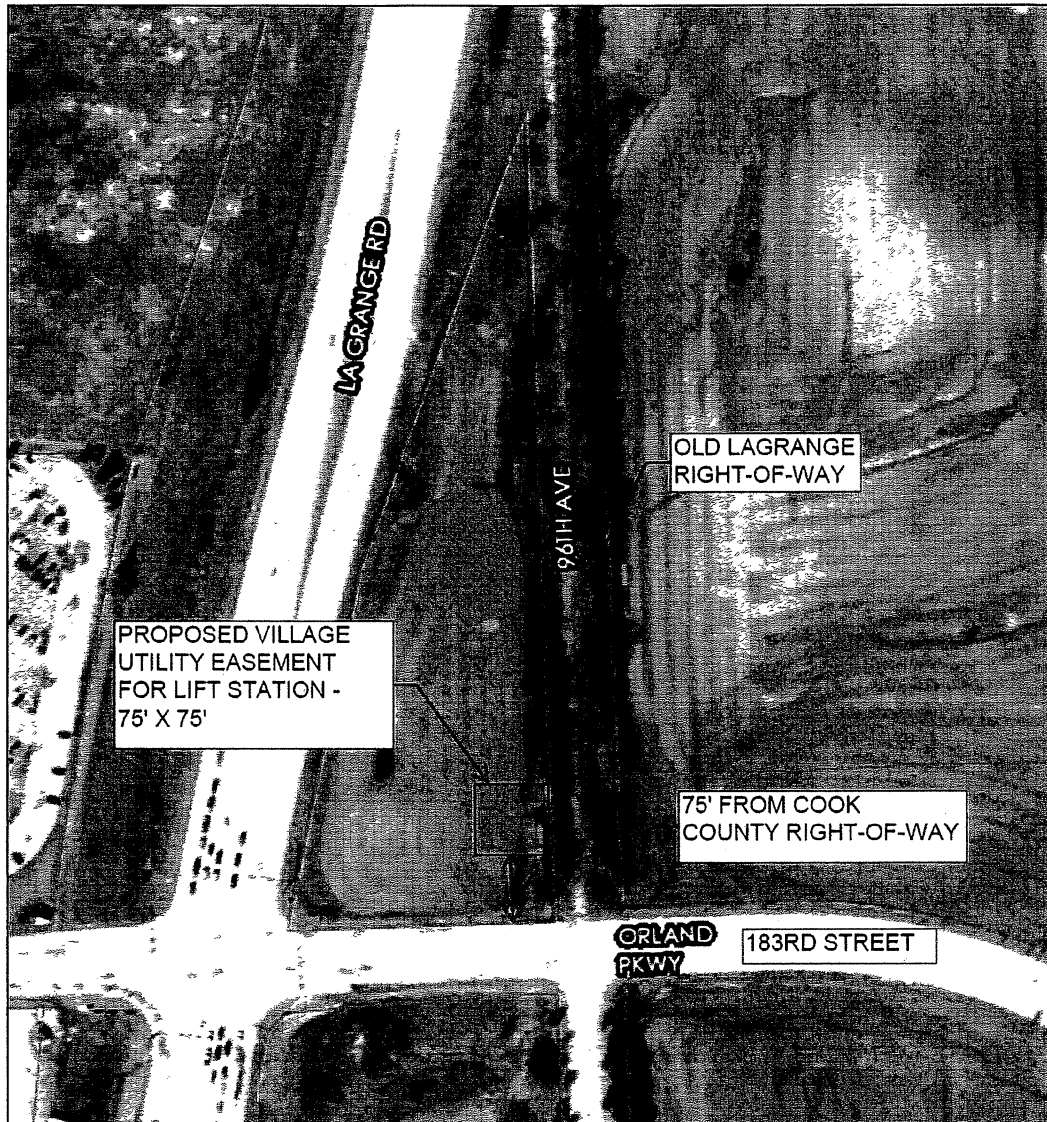
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF 183RD STREET (ORLAND PARKWAY) AND THE WEST LINE OF 96TH AVENUE; THENCE NORTH 02 DEGREES 01 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF 96TH AVENUE, 75.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 05 MINUTES 36 SECONDS WEST, 75.00 FEET; THENCE NORTH 02 DEGREES 01 MINUTES 20 SECONDS WEST, 75.00 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 36 SECONDS EAST, 75.00 FEET TO A POINT ON THE WEST LINE OF 96TH STREET; THENCE SOUTH 02 DEGREES 01 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF 96TH STREET, 75.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**Exhibit B-1**  
**Construction Easement Area**

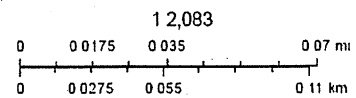
**COOK COUNTY**  
**CLERK**  
**RECORDING DIVISION**

**COOK COUNTY**  
**CLERK**  
**RECORDING DIVISION**

## LaGrange Road Sewer, Water Main, and Lift Station



April 6, 2021



Cook County GIS Dept

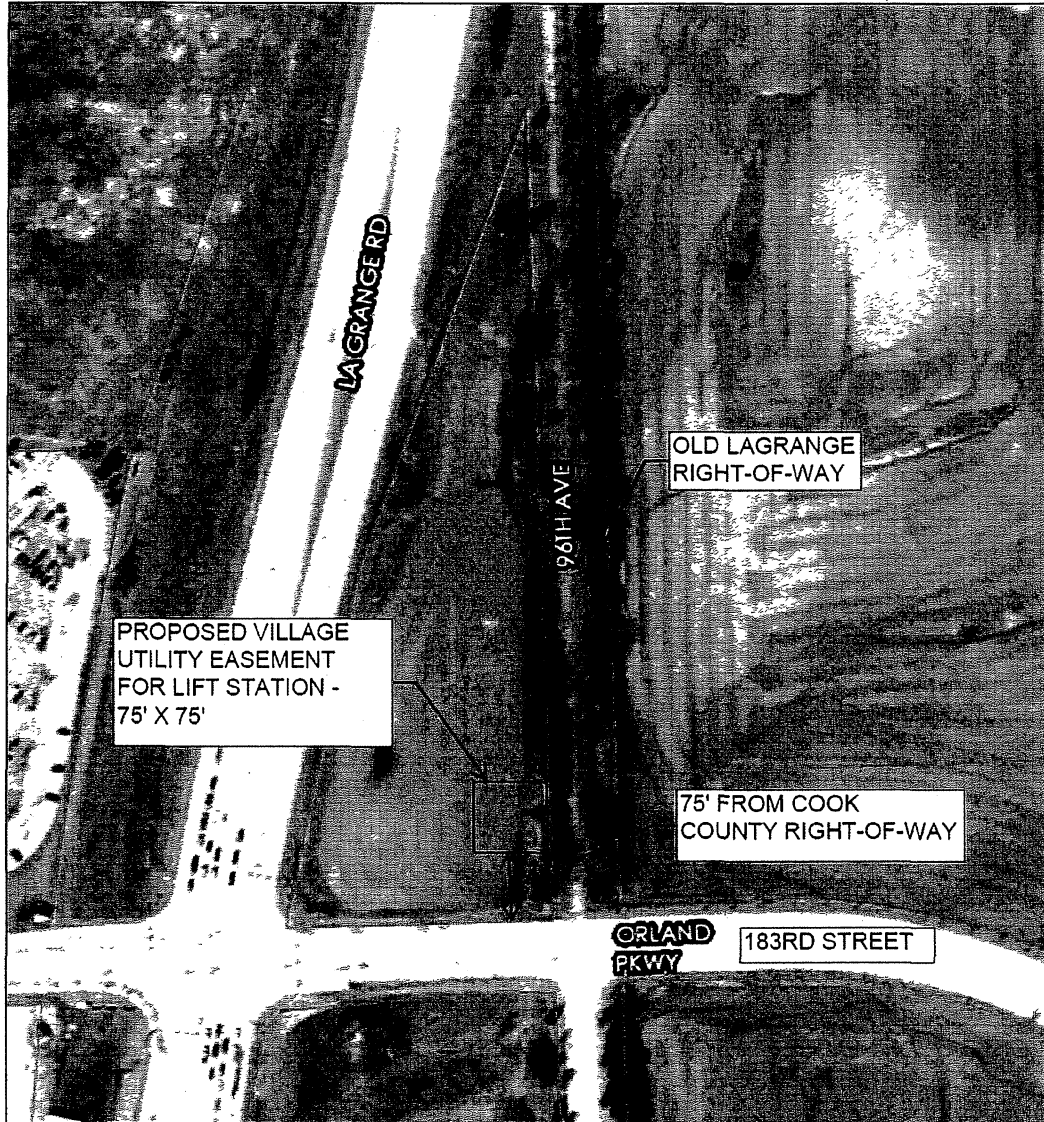
**Exhibit C**  
**Utility Easement Area Legal Description**

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33,  
TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
BOUNDED AND DESCRIBED AS FOLLOWS:

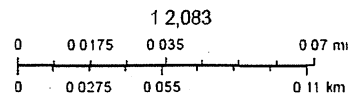
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF 183RD STREET  
(ORLAND PARKWAY) AND THE WEST LINE OF 96TH AVENUE; THENCE NORTH 02  
DEGREES 01 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF 96TH AVENUE,  
75.00 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 05  
MINUTES 36 SECONDS WEST, 75.00 FEET; THENCE NORTH 02 DEGREES 01 MINUTES  
20 SECONDS WEST, 75.00 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 36  
SECONDS EAST, 75.00 FEET TO A POINT ON THE WEST LINE OF 96TH STREET;  
THENCE SOUTH 02 DEGREES 01 MINUTES 20 SECONDS EAST, ALONG THE WEST  
LINE OF 96TH STREET, 75.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,  
ILLINOIS.

**EXHIBIT C-1**  
**Utility Easement Area**

**LaGrange Road Sewer, Water Main, and Lift Station**

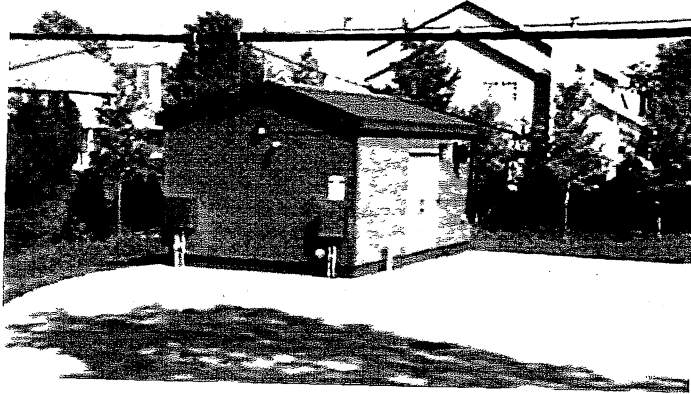


April 6, 2021



Cook County GIS Dept.

**EXHIBIT D**  
**Depiction of Lift Station**



**EXHIBIT D**  
**Old 96<sup>th</sup> Avenue Roadway**

