

E A S E M E N T G R A N T 2

THIS GRANT OF EASEMENT, made this 17th day of April A.D. 20__ from VILLAGE OF BROADVIEW (hereinafter called the "Grantor") to the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois (hereinafter termed the "District"), 100 East Erie Street, Chicago, Illinois 60611.

W I T N E S S E T H , T H A T

WHEREAS, in accordance with Appendix B of the Consent Decree (Civil Action No. 11 C 9959) with the United States Environmental Protection Agency the District shall install a containment boom on Addison Creek downstream of Westchester Pumping Station.

WHEREAS, the District is about to construct a Containment Boom on Addison Creek with appurtenances, thereto, (hereinafter termed the "System"); and

WHEREAS, in order to construct the "System", it is necessary for the District to obtain a permanent easement, right, privilege, and authority to construct, reconstruct, repair, maintain, operate and have access to a certain part of the "System" through certain premises hereinafter described; and

WHEREAS, the Grantor is willing to grant said permanent easements,

Permanent Easement

rights, privileges, and authority to the District, upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the sum of FOUR HUNDRED FIFTY FIVE DOLLARS AND 00/100 (\$455.00) in hand paid by the District to the Grantor, the receipt of which is hereby acknowledged, and the covenants and conditions hereinafter contained, the Grantor does hereby bargain, sell, grant, transfer and convey to the District, its successors and assigns, the permanent easement, right, permission, and authority to construct, reconstruct, repair, replace, operate, maintain and have access to the "System" through the following described premises hereinafter referred to as:

Parcel 2A - Permanent Easement

(For legal description, see inserted page(s) 2A)

Permanent Easement

GRANTOR: THE VILLAGE OF BROADVIEW

PARCEL 2A-PERMANENT EASEMENT:

THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE NORTHWEST CORNER OF BLOCK 5 IN MARES, WHITE, AND COMPANIES 22ND STREET AND 17TH AVENUE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH 87 DEGREES 41 MINUTES 03 SECONDS EAST A DISTANCE OF 131.74 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 40 MINUTES 58 SECONDS EAST A DISTANCE OF 85.00 FEET TO A POINT; THENCE SOUTH 20 DEGREES 53 MINUTES 27 SECONDS EAST A DISTANCE OF 212.00 FEET TO A POINT; THENCE SOUTH 70 DEGREES 21 MINUTES 12 SECONDS EAST A DISTANCE OF 83.00 FEET TO A POINT, SAID POINT BEING ON THE WEST LINE OF ADDISION CREEK; THENCE NORTH 20 DEGREES 18 MINUTES 34 SECONDS WEST A DISTANCE OF 237.28 FEET, FOLLOWING THE WEST LINE OF ADDISION CREEK MORE OR LESS, TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF 21ST STREET, BEING THE POINT OF BEGINNING (EXCLUDING THEREFROM ANY LAND NOT TAKEN FOR ADDISON CREEK); ALL IN COOK COUNTY, ILLINOIS.

PIN No. 15-22-999-001-0000

AS SHOWN ON "EXHIBIT 2A" ATTACHED HERETO AND MADE A PART HEREOF.

Permanent Easement

IN CONSIDERATION of the grant of the permanent easements, rights, privileges, and authority herein contained, this Easement Grant is subject to the following conditions:

FIRST: Said part of the "System" shall be constructed by District upon, over, and through the easement premises described herein, at the sole expense of the District, and in accordance with the specifications and plans prepared by the Director of Engineering of the District.

SECOND: District expressly assumes all responsibility for, and shall indemnify, save, and keep harmless the Grantor against any loss, damage, cost or expense which it may suffer, incur or sustain, or for which it might become liable growing out of any injury to or death of persons, or loss, or damage to property, arising out of or caused in the performance of any work done by or under the authority of the District by virtue of the rights granted herein. In the event of the bringing of any action, suit or suits, against the Grantor growing out of any such loss, damage, cost or expense, and as a prerequisite to any recovery therefore from the District, the Grantor shall give written notice to the District of the commencement of such action, suit or suits, and thereafter the District shall assume the defense thereof. The District shall save and keep harmless the Grantor from any claims for mechanics' liens by reason of any construction work, repairs, replacements, or other work, or for any improvements made or placed upon or to the easement by the District.

The rights and obligations of the Grantor and the District, respectively hereunder, shall inure to the benefit of and be binding upon their respective successors and assigns, and all terms, conditions, and covenants herein shall be construed as covenants, running with the land.

Permanent Easement

THIRD:

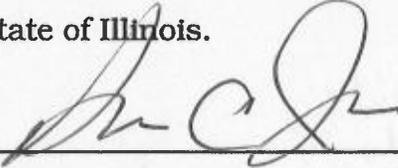
- (a) The Grantor may use the surface of said real estate, it being understood, however, that such use shall not in any manner interfere with or damage the System of the District.
- (b) The Grantor and its successors, assigns, and beneficiaries may not construct a building or buildings or other structures or improvements upon said permanent easement.
- (c) The Grantor and its successors, assigns, and beneficiaries shall not use the permanent easement for dumping or storage of soil, trash, abandoned vehicles, appliances, machinery, or other materials.
- (d) The District shall, after the "System" is constructed, restore the Grantor's property to its original or better condition as stated in the General Specifications of the District for the "System." All such restoration work will be completed within 60 days after the "System" is constructed, weather conditions permitting.

FOURTH: The Grantor hereby acknowledges that it has been advised of its rights under the Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) by the District or is otherwise familiar with same; that the transaction embodied in the foregoing document is subject to said P.L. 91-646; and that notwithstanding that the rights afforded it thereunder does hereby knowingly and intentionally waive and relinquish any and all rights which it may have thereunder and acknowledges that the consideration paid for the easement aforesaid is fair and reasonable.

Permanent Easement

IN WITNESS WHEREOF:

The Grantor has executed this instrument consisting of 8 pages, including the inserted page(s) 2A and Exhibit 2A, and this page, in quadruplicate, and has hereunto set their hand and seal on the day and date first written above, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Signed: 

Print Name: SHERMAN C JONES

Title: VILLAGE PRESIDENT

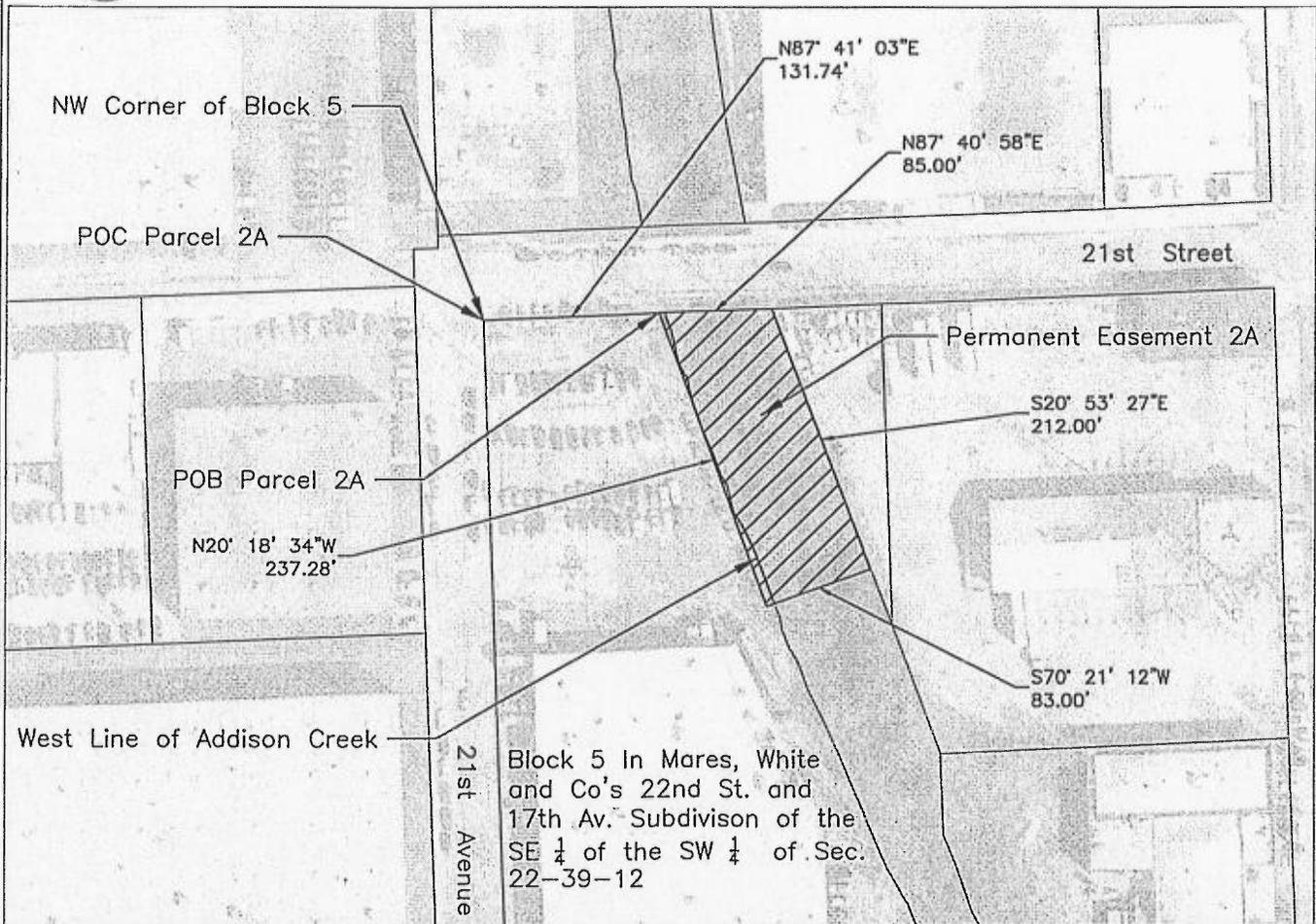
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

AND

THE VILLAGE OF BROADVIEW
PIN 15-22-999-001-0000

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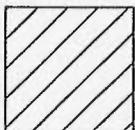
E $\frac{1}{2}$ SW $\frac{1}{4}$ SEC 22-39-12 GRANTOR(S)



Broadview, IL 60155

EXHIBIT 2A

NOT TO SCALE



Permanent Easement
Parcel 2A

Addison Creek
Debris Boom

PROJECT