

E A S E M E N T   G R A N T   1

THIS GRANT OF EASEMENT, made this 19 day of February A.D. 2016 from Real Group LLC (hereinafter including its successors and assigns shall be 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 Debris 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, rights, privileges, and authority to the District, upon the terms and conditions

Permanent Easement

herein set forth;

NOW, THEREFORE, in consideration of the sum of FORTY THOUSAND DOLLARS AND 00/100 (\$40,000.00) 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 1A - Permanent Easement

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

Permanent Easement

GRANTOR: REAL GROUP LLC

PARCEL 1A -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, COMMONLY KNOWN AS 2001 CERMAK ROAD, BROADVIEW, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT BEING THE NORTHWEST CORNER OF BLOCK 5 IN MARES, WHITE, AND COMPANY'S 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 109.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 20 DEGREES 47 MINUTES 26 SECONDS EAST A DISTANCE OF 216.16 FEET TO A POINT; THENCE NORTH 69 DEGREES 12 MINUTES 34 SECONDS EAST A DISTANCE OF 25.00 FEET TO A POINT, SAID POINT BEING THE WEST LINE OF ADDISION CREEK; THENCE NORTH 20 DEGREES 47 MINUTES 26 SECONDS WEST A DISTANCE OF 207.81 FEET ALONG THE WEST LINE OF ADDISION CREEK, MORE OR LESS, TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF 21ST STREET; THENCE SOUTH 87 DEGREES 41 MINUTES 03 SECONDS EAST A DISTANCE OF 26.36 FEET TO THE POINT OF BEGINNING (EXCLUDING THEREFROM ANY LAND TAKEN FOR ADDISION CREEK); ALL IN COOK COUNTY, ILLINOIS.

PIN No. 15-22-311-003-0000

AS SHOWN ON "EXHIBIT 1A" ATTACHED HERETO AND MADE A PART HEREOF.

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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 shall provide the Grantor a minimum 24 hour notice before accessing the permanent easement to perform regular maintenance of the "System". The regular maintenance of the "System" shall occur Monday through Friday during the District's regular business hours of 7 a.m. to 3:30 p.m. The District reserve the right to access the permanent easement during non-District hours to perform emergency maintenance of the "System", and the District may provide less than 24 hours' notice for emergency maintenance. District shall not cause or permit any activity that interferes with or impairs the business of the property adjacent to the permanent easement.

The contacts for the Grantor shall be main office, fleet manager, and repair shop, and the contacts shall be contacted at 1-708-544-2222, 1-708-673-7325, and 1-708-834-8000.

THIRD: District expressly assumes all responsibility for, and shall indemnify, save, and keep harmless the Grantor against any injury, loss, damage, cost or expense including but not limited to attorneys' fees of expert witnesses 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

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property, arising out of or caused in the performance of any action or inaction 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, by any third party against the Grantor growing out of any such injury, 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 entire cost of defense thereof. The District shall indemnify, including attorneys' fees and fees of expert witnesses, 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.

### FOURTH:

- (a) The Grantor may use the surface of the permanent easement, 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.

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- (d) The District shall, after the "System" is constructed, restore the Grantor's property, including but not limited to the permanent easement, to its original or better condition. All such restoration work will be completed within 60 days after the "System" is constructed, weather conditions permitting.

FIFTH: 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

Corporate Jurat

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Stephen P Haucke a Notary Public in and for said County and State aforesaid, do hereby certify that Siarhei Ausiankin who is personally known to me to be the same person whose name is subscribed in the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

IN WITNESS WHEREOF, I have hereunto set my hand and fixed my Notarial Seal this 19 day of February, A.D. 2019

SPH  
\_\_\_\_\_  
Notary Public

My Commission Expires:

September 16, A. D., 2019.

"OFFICIAL SEAL"  
STEPHEN P. HAUCKE  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/16/2019

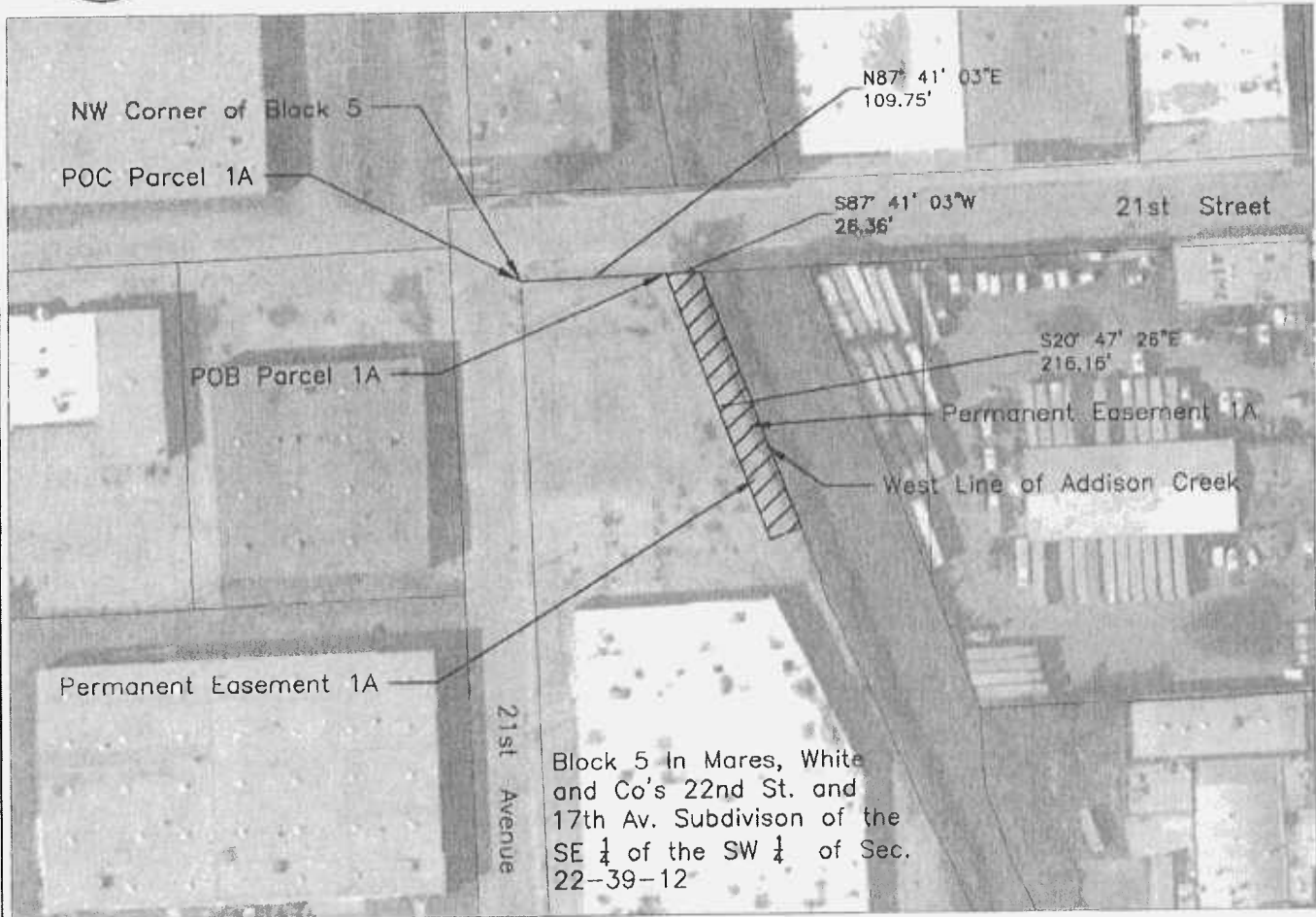


# METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

AND  
REAL GROUP LLC  
PIN 15-22-311-003-0000



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



2001 Cermak Road  
Broadview, IL 60155

**EXHIBIT 1A**  
NOT TO SCALE

Addison Creek  
Debris Boom

PROJECT



Permanent Easement  
Parcel 1A