

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
4/9/2019

SUBJECT:	SUBMITTED BY:
Grant of Easement on Village Property to Commonwealth Edison	Nan Newlon Director of Public Works

SYNOPSIS

A resolution has been prepared requesting approval for a ten foot (10') wide easement along the north and west sides of the unimproved, Village-owned parcel located between Grand Avenue and Fairview Avenue.

STRATEGIC PLAN ALIGNMENT

The Goals for 2017-2019 include *Top Quality Infrastructure*.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval on the April 9, 2019 Consent Agenda.

BACKGROUND

As part of the DuPage County Department of Transportation project on 55th Street, Commonwealth Edison is requesting easements along the north and west property lines of the Village-owned parcel located east of 426 55th Street. In order to accommodate the widening of the intersection at 55th Street and Fairview Avenue, Commonwealth Edison will be removing utility poles and re-routing electricity to the north and west of the intersection. The proposed work within the easement will be underground with no new utility pole installation.

ATTACHMENTS

Resolution
Easement Documents

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION
OF AN EASEMENT AGREEMENT WITH
COMMONWEALTH EDISON COMPANY,
AN ILLINOIS CORPORATION
FOR ACCESS AND UTILITY PURPOSES**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Easement Agreement (the "Agreement"), between the Village of Downers Grove (the "Grantor") and Commonwealth Edison Company (the "Grantee"), for access and utility purposes upon vacant property (PIN: 09-08-418-048) located on 55th Street, Downers Grove, IL 60515, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

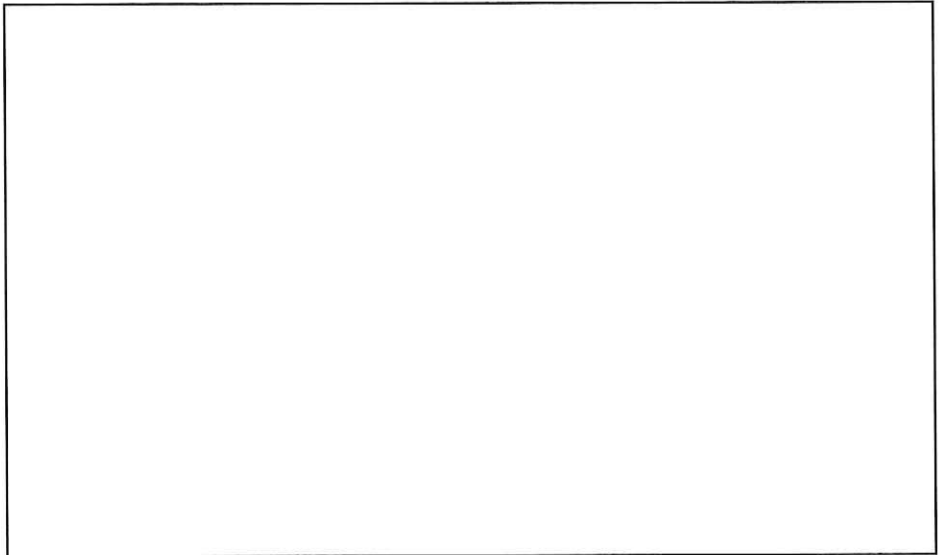
Passed:

Attest: _____

Village Clerk

EASEMENT AGREEMENT
WITH COMMONWEALTH
EDISON COMPANY, AN
ILLINOIS CORPORATION
FOR ACCESS AND
UTILITY PURPOSES

PIN: 09-08-418-048
Address: Vacant 55th Street
Downers Grove, IL
60515



FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned GRANTOR, VILLAGE OF DOWNERS GROVE (the "VILLAGE"), an Illinois municipal corporation, in the County of DuPage and State of Illinois, its successors and assigns, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, grants, warrants and conveys to the GRANTEE, COMMONWEALTH EDISON COMPANY, an Illinois corporation, and its licensees, successors and assigns, a perpetual non-exclusive easement and privilege on, over, across, under, in and through certain lands marked "Proposed COMED Easement" on **Exhibit B**, incorporated herein and attached hereto and as legally described in **Exhibit A** attached hereto and incorporated herein, with the right to construct, operate, repair, maintain, modify, reconstruct, relocate and remove from time to time, wires, cables, conduits, manholes, transformers, pedestals and other related facilities used in connection with underground transmission and distribution of electricity, sounds and signals, together with right of access to the same and the right, from time to time to trim trees, bushes and saplings from the easement upon that certain real property described as PIN: 09-08-418-048 and the common address of Vacant 55th St., Downers Grove, IL 60515. Grantee agrees that any new facility installed in the Easement as of the date of this Easement shall be underground and that no new additional overhead poles or wires shall

be installed in the Easement.

The facilities shall be subject to applicable laws, ordinances, rates and tariffs and shall not interfere with the proper operation of any Village utility or use and with any other previous easements granted to other entities. GRANTEE(S) agree to restore all property, including but not limited to landscaping and/or blacktop, disturbed by its activities in use of the easement to the condition existing prior to the disturbance or better. There shall be no fencing placed around this easement area.

Notwithstanding anything to the contrary herein, it is understood that the GRANTOR(S) hereby reserves the right to utilize the property which is the subject of the easement so long as it meets zoning requirements and does not unreasonably interfere with easement rights granted hereunder which use shall specifically include but not be limited to the right to ingress and egress over, upon and through the property, and any and all other rights not inconsistent with use by the VILLAGE.

This easement and all the terms, conditions, rights and obligations contained herein shall run with the land and the covenants and agreements herein contained shall be binding upon the parties hereto, their respective GRANTEEs, lessees, GRANTORs, successors, assigns and all subsequent owners of the fee title to the real estate described above by parcel number and common address.

Any mortgage, deed of trust, or ground lease granted or entered into with respect to the real estate which is the subject of this easement from and after the date of this grant of easement shall be subordinate and inferior to the easements, rights, benefits and obligations created hereby, and the foreclosure under any such mortgage or deed of trust shall not extinguish or impair the easements, right, benefits, and obligations created by this grant of easement.

INDEMNIFICATION

Only to the extent permitted under applicable law, and as limited in (i) and (ii) below, Grantee hereby agrees to indemnify and hold Grantor harmless from any and all claims, actions, liabilities or

causes of action that may be incurred by Grantor as a result of bodily injury, death or property damage arising from Grantee or any of its agents, contractors, employees and invitees, use of the Easement. Notwithstanding the foregoing, in no event shall any liability extend to (i) matters caused by the Grantor's negligent or willful misconduct, or (ii) damages for any failure to provide service, or for interruption of one or more phases, or reversal of such service, or interruptions in electric service. Notwithstanding anything contained herein, the parties acknowledge and agree that this Easement, including this paragraph, shall not alter or impact the rights and obligations of the parties as a retail customer and as electric service provider under all applicable laws and tariffs.

GENERAL TERMS

1. The persons executing this Agreement for and on behalf of the respective parties represent and warrant that they have the full power and authority to execute this Agreement and to bind the respective parties to all the terms conditions and covenants contained herein and that their authority has been granted and approved by the appropriate authority;
2. In case one or more of the provisions contained in this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein;
3. This Instrument shall be recorded and filed by the VILLAGE with the DuPage County Recorder of Deeds, at the GRANTEE's expense.
4. Illinois law shall govern this Agreement in its performance and interpretation. Venue shall be the County of DuPage.

(Intentionally Left Blank)

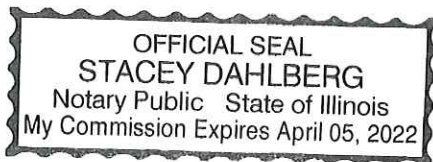
IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date herein written below.

3/29/19
Date

GRANTEE (Commonwealth Edison Company, 1701 Golf Road, Suite 1-700, Rolling Meadows, Illinois 60008):

[Signature]

Subscribed and sworn to this 29 day of March, 2019



[Signature]
Notary Public

**GRANTOR:
VILLAGE OF DOWNERS GROVE**

David Fieldman, Village Manager

Attest: _____
Village Clerk

Return to:
Village Clerk
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515

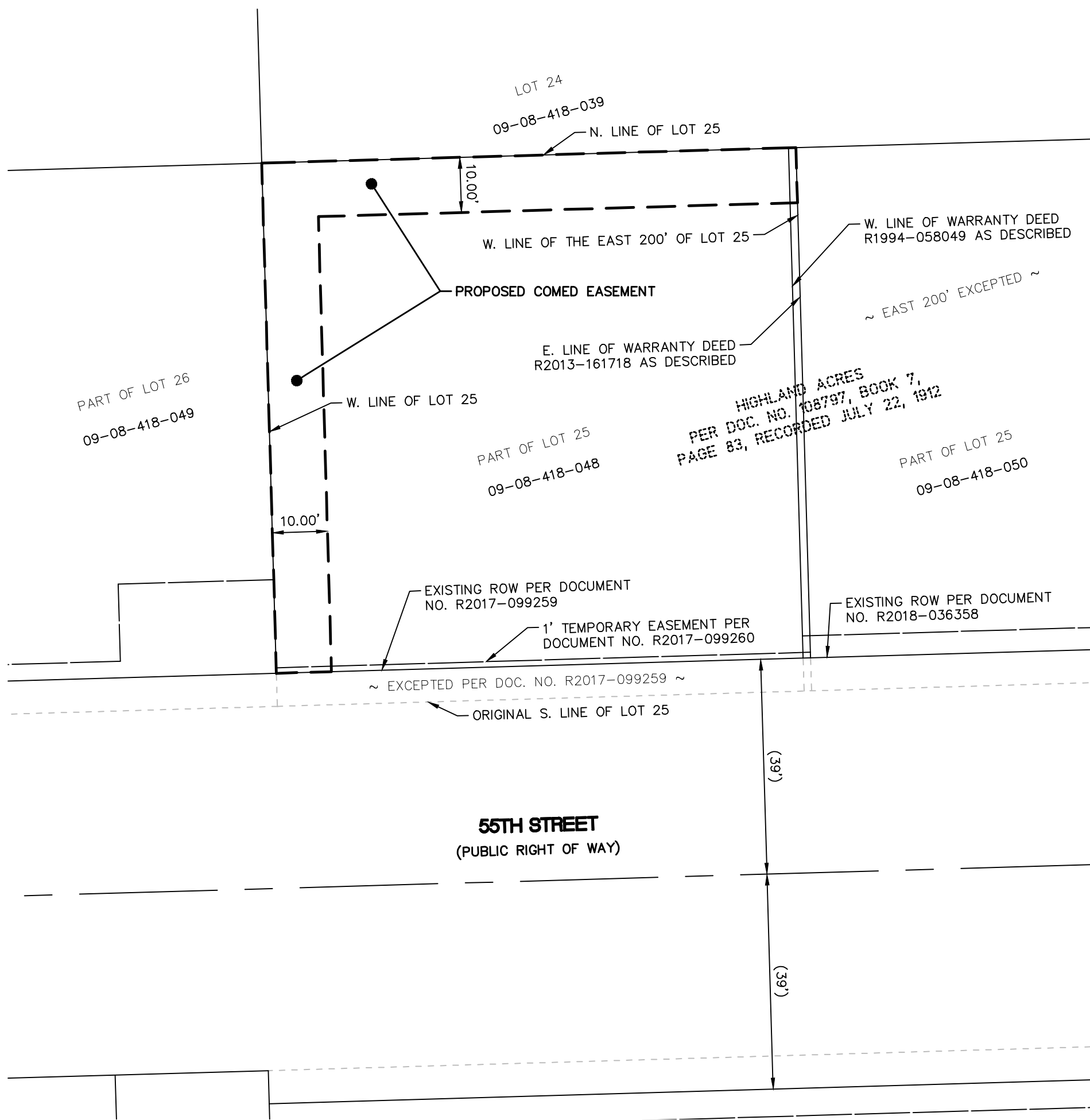
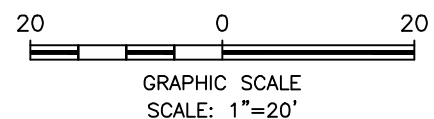
Exhibit "A"

THE NORTH 10 FEET AND THE WEST 10 FEET OF LOT 25 (EXCEPT THE EAST 200 FEET THEREOF) ON THE PLAT OF HIGHLAND ACRES, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER AND THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF MAPLE AVENUE (EXCEPT RAILROAD) ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1912 AS DOCUMENT 108797, IN DUPAGE COUNTY, ILLINOIS.

EXCEPTING

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD83 (2011 ADJUSTMENT), WITH A COMBINED FACTOR OF 09999750, DESCRIBED AS FOLLOWS: BEING A PART OF LOT 25 (EXCEPT THE EAST 200.0 FEET THEREOF), ACCORDING TO THE PLAT OF HIGHLAND ACRES, RECORDED JULY 22, 1912 AS DOCUMENT NUMBER 108797; BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 25; THENCE NORTH 01 DEGREES 42 MINUTES 02 SECONDS WEST ON THE WEST LINE OF SAID LOT, 6.00 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 58 SECONDS EAST, 96.25 FEET TO THE WEST LINE OF THE EAST 200.0 FEET OF SAID LOT 25; THENCE SOUTH 01 DEGREES 37 MINUTES 55 SECONDS EAST ON SAID WEST LINE OF THE EAST 200.0 FEET, 6.00 FEET TO THE SOUTH LINE OF SAID LOT 25; THENCE SOUTH 88 DEGREES 19 MINUTES 58 SECONDS WEST, 96.25 FEET TO THE POINT OF BEGINNING. SITUATED IN DUPAGE COUNTY, IN THE STATE OF ILLINOIS.

EXHIBIT B
 18-434, W.O. 14609507, DOWNERS GROVE, IL
 SECTION 8, T38N, R11E, DUPAGE COUNTY, ILLINOIS
 09-08-418-048



LEGEND

- PROPOSED EASEMENT LINE
- _____ BOUNDARY / RIGHT-OF-WAY LINE
- SECTION LINE

APPROVED BY: JCC	EXHIBIT B - EASEMENT EXHIBIT, 09-08-418-048, DOWNERS GROVE, IL						REVISIONS		
							NO.	DATE	DESCRIPTION
CHECKED BY: JCC	OFFICE: NAPERVILLE, IL.	FIELD: MP	CAD: BDE	CONTRACTOR NO.: 1153462	COMED WORK ORDER: 14609507	SHEET NO.			
	DWG. NO.: 18003987	ELECTRONIC DWG. FILE: 18003987EX-002.DWG			DATE: 2/3/2019	SCALE: 1" = 20'	1 OF 1		



RUSSELL WAID DILLON
 COMED
 LAND SURVEY ADMINISTRATOR
 1 LINCOLN CENTRE
 OAKBROOK TERRACE, IL 60181[13-SE-004]
 PHONE: (630)576-7045 CELL: (219)730-8623

PREPARED BY:
 ATWELL
 1245 EAST DIEHL ROAD SUITE 100
 NAPERVILLE, IL. 60563
 PHONE: (630)577-0800 FAX: (630)577-0900
 DESIGN FIRM #184-005876