

**RESOLUTION 2020-029**

**PASSED: MARCH 23, 2020**

**AUTHORIZING A PERMANENT BUS STOP EASEMENT AGREEMENT WITH DEKALB 1 PRESERVATION LP IN AN AMOUNT NOT TO EXCEED \$2,760 FOR THE PURCHASE OF THREE PERMANENT BUS STOP EASEMENTS LOCATED WITHIN THE UNIVERSITY VILLAGE SUBDIVISION, DEKALB, ILLINOIS.**

**WHEREAS**, the provision of public transportation service is essential to the people of Illinois; and

**WHEREAS**, DeKalb 1 Preservation LP, in consideration of the sum of \$2,760 and other good and valuable consideration, does hereby grant, bargain, sell and convey to the City of DeKalb, three permanent bus stop easements for the construction and installation of bus shelters; and

**WHEREAS**, the use of the permanent easement area shall be solely for the purpose of construction, installing, operating, maintaining and replacing bus stops and related sidewalk, lighting and access improvements at the City's sole cost and expense; and

**WHEREAS**, Parcel 01 is located in the North 21 feet of the South 784.7 feet of the West 9 feet of Lot 1 in University Village Subdivision, according to the plat thereof recorded in Book P of Plats, Page 46, in the City of DeKalb, County of DeKalb, Illinois; and

**WHEREAS**, Parcel 06 is located in the North 20 feet of the South 62 feet of the West 9 feet of Lot 1 in University Village Subdivision, according to the plat thereof recorded in Book P of Plats, Page 46, in the City of DeKalb, County of DeKalb, Illinois; and

**WHEREAS**, Parcel 07 is located in the South 21 feet of the North 102 feet of the West 9 feet of Lot 2 in University Village Subdivision, according to the plat thereof recorded in Book P of Plats, Page 46, in the City of DeKalb, County of DeKalb, Illinois; and


**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**SECTION 1:** That the City Manager of the City of DeKalb, Illinois, be authorized and directed to enter into an agreement with DeKalb 1 Preservation LP for Permanent Bus Stop Easements in an amount not to exceed \$2,760.

**SECTION 2:** That the City Clerk and/or the Executive Assistant of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's signature and shall be effective thereupon.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 23<sup>rd</sup> day of March 2020 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

**ATTEST:**

  
RUTH A. SCOTT, Executive Assistant



  
JERRY SMITH, Mayor

## **GRANT OF PERMANENT BUS STOP EASEMENT AGREEMENT**

That the GRANTOR(S): DeKalb 1 Preservation LP, in consideration of the sum of TWO THOUSAND SEVEN HUNDRED SIXTY AND NO ONE-HUNDREDTHS DOLLAR (\$2,760.00) and other good and valuable consideration, do hereby grant, bargain, sell and convey to the City of DeKalb, a Municipal Corporation in the State of Illinois, its successors, and assigns, hereinafter referred to as GRANTEE, in consideration of the covenants to be kept and performed by the Grantee herein, a non-exclusive, permanent easement (the "**Permanent Bus Stop Easement**"), as described herein, to construct, replace, maintain, and operate a bus stop, in the event any are actually installed in, upon, and across the tract of land described as follows, to wit:

### **PERMANENT BUS STOP EASEMENT**

Grantor is the owner of certain real property legally described in Exhibit A (the "**Burdened Parcel**"). The Permanent Bus Stop Easements shall be that certain real property located upon the Burdened Parcel and legally described in Exhibit A-1 and shown on Exhibits B, C and D easement plats, attached hereto (the "**Permanent Easement Area**").

Said grant of easement is made under the additional following terms and conditions:

1. Grantee's use of the Permanent Easement Area shall be solely for the purpose of construction, installing, operating, maintaining and replacing a bus stop and related sidewalk, lighting and access improvements (the "**Grantee Improvements**") in and upon the Permanent Easement Area at the Grantee's sole cost and expense. Grantee is also granted the rights to trim branches, at Grantee's sole cost and expense, as necessary and to grade beyond the Permanent Easement Area at slopes and distances to be approved by the Grantor, in Grantor's sole discretion, in order to construct the bus stop to ADA-compliant guidelines.
2. Grantee shall thereafter, at Grantee's sole cost and expense:
  - a. Restore the grassy surface of the Permanent Easement Area and any other areas disturbed by the bus stop construction in a uniform manner, free of all debris, rocks in excess of one inch (1"), and gravel, and provide a covering of a minimum of six inches (6") of clean, black, fertile top soil, and establish a healthy stand of grass.
  - b. Replace all lot lines and property stakes moved or disturbed in the course of performing any work in connection with the purpose of which the easements herein are granted.

- c. **Maintain Grantee Improvements within the Permanent Easement Area in good condition and repair.**
  - d. **Grantee shall periodically inspect and maintain the Permanent Easement Area and inspect, maintain, repair, reconstruct, and replace the Grantee Improvements to insure the safe, lawful and reasonable operation of such Grantee Improvements and Grantee's use of the Permanent Easement Area.**
3. **All construction, extension, reconstruction, maintenance, repairs, replacements or any other work by Grantee shall be performed in accordance with all applicable building and construction laws. Grantee's work shall be performed in a manner which, to the extent commercially reasonable under the then existing circumstances, minimizes disturbance and disruption to the Burdened Parcel and Grantor's operations on the Burdened Parcel. Grantee shall give Grantor at least fourteen (14) days prior written notice of any laying down, location, construction, reconstruction, removal, replacement, inspection, repair, or maintenance of the Grantee Improvements or other work within the Permanent Easement Area.**
4. **Grantor shall have the right to use the land within the Permanent Easement Area in any manner not inconsistent with the easement rights herein described. Grantor shall not take any action which shall impair or damage the improvements constructed by the Grantee, or which shall alter, effect or limit access thereto.**
5. **Grantor reserves all rights not herein granted.**
6. **All notices and demands hereunder shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed, or five (5) days after deposit in the U.S. Mail if sent postage prepaid by United States registered or certified mail, return receipt requested, or one (1) business day after deposit with a nationally recognized overnight courier, addressed as follows:**

**If to Grantee:**                      **City Manager  
City of Dekalb  
200 S. Fourth Street  
Dekalb, IL 60115**

**If to Grantor:**                      **DeKalb 1 Preservation, LP  
Attention: Sylvia Higham  
701 Fifth Avenue, Suite 5700  
Seattle, WA 98104**

With a copy to:

U.S. Dept. of Housing and Urban Development  
77 W Jackson Blvd  
Chicago, IL 60604  
Attn: Director, Multifamily Asset Management  
Project No. 071-11398

7. Said permanent easement shall be treated as a covenant running with the land; provided, however, if Grantee fails to construct, maintain, or operate the Grantee Improvements, then this Agreement shall automatically terminate and be of no further force or effect.
8. Said permanent easement shall be binding upon the successors, heirs, and assigns of each party hereto.
9. The City shall obtain possession of the property rights stated herein at the time Grantor(s) is paid full compensation.
10. Grantee shall at all times during the term of this Agreement, maintain or cause to be maintained in full force and effect a commercial general public liability insurance policy in an amount determined by Grantor (on an occurrence and a per location basis) insuring against all claims for bodily injury, death or property damage occurring upon, in or about the Burdened Parcel as a result of the exercise of Grantee's easement rights hereunder, which insurance shall include contractual liability coverage covering the insured's indemnity obligations hereunder and name Grantor as an additional insured.
11. Grantee agrees to indemnify, defend and hold harmless Grantor and its officers, directors, shareholders, partners, members, managers, affiliates, employees, representatives, mortgagees, successors and assigns (collectively, "Grantor Parties") from and against any and all claims, actions, causes of action, demands, damages, costs, liabilities, losses, judgments, expenses or costs of any kind resulting from (a) the use of the Permanent Easement Area (other than in connection with the negligence or willful misconduct of Grantor or Grantor Parties), or (b) Grantee's laying down, location, construction, reconstruction, removal, replacement, inspection, repair, or maintenance of the Grantee Improvements.
12. If any lien shall at any time be filed against the Burdened Parcel by reason of work, labor, services or materials furnished by, for or to Grantee, or to anyone acting through or under Grantee, then if Grantee does not dispute the lien, Grantee will cause the lien to be discharged within thirty (30) days after Grantee receives notice of the lien but in any event prior to foreclosure proceedings. If Grantee disputes the lien, Grantee shall within thirty (30) days after the lien has been filed (but in any event prior to the commencement of foreclosure proceedings), bond or post adequate security reasonably satisfactory to Grantor over such lien prior to the commencement of any foreclosure proceedings.

**SIGNATURES APPEAR ON THE FOLLOWING PAGES**

ACCEPTED BY THE CITY OF DEKALB, ILLINOIS this 23<sup>rd</sup> day of March 2020.

  
\_\_\_\_\_  
**Bill Nicklas, City Manager,**

Attest:   
\_\_\_\_\_  
**Ruth A. Scott, Executive Assistant**

  
\_\_\_\_\_  
Bryon Gongaware, Vice President, DeKalb 1 Preservation GP,  
its general partner

**EXHIBIT A**

**GRANTOR PROPERTY LEGAL DESCRIPTION**

**(the "Burdened Parcel")**

The land referred to in this Commitment is described as follows:

**PARCEL 1:**

LOT 1 IN UNIVERSITY VILLAGE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "P" OF PLATS, PAGE 46, ON MAY 18, 1971 AS DOCUMENT NUMBER 35839, IN DEKALB COUNTY, ILLINOIS.

**AND**

LOT 3 IN UNIVERSITY VILLAGE SUBDIVISION - PHASE II, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "Q" OF PLATS, PAGE 53, ON JUNE 3, 1974 AS DOCUMENT NUMBER 380302 IN DEKALB COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 2 AND 4 IN UNIVERSITY VILLAGE SUBDIVISION - PHASE II, BEING A PLANNED UNIT DEVELOPMENT OF PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "Q" OF PLATS, PAGE 53, ON JUNE 3, 1974 AS DOCUMENT NUMBER 380302, IN DEKALB COUNTY, ILLINOIS.

**PARCEL 3:**

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 CREATED BY THAT CERTAIN DECLARATION OF EASEMENTS DATED MARCH 1, 1982 AND RECORDED IN THE OFFICE OF THE DEKALB COUNTY RECORDER APRIL 19, 1982 AS DOCUMENT NO. 82-01417.

**PARCEL 4:**

PERPETUAL NON-EXCLUSIVE EASEMENT FOR ROAD FACILITIES FOR THE BENEFIT OF PARCEL 1 CREATED BY THAT CERTAIN DECLARATION OF ROAD EASEMENTS, DATED JANUARY 31, 2002, AND RECORDED IN THE OFFICE OF THE DEKALB COUNTY RECORDER ON FEBRUARY 20, 2002, AS DOCUMENT NO. 2002003772.

**EXHIBIT A-1**

**BUS SHELTER EASEMENT LEGAL DESCRIPTIONS**

**Parcel 01**

**The North 21 feet of the South 784.7 feet of the West 9 feet of Lot 1 in University Village Subdivision, according to the plat thereof recorded in Book P of Plats, Page 46, in the City of DeKalb, County of DeKalb, Illinois.**

**P.I.N. 08-15-301-003**

**Parcel 06**

**The North 20 feet of the South 62 feet of the West 9 feet of Lot 1 in University Village Subdivision, according to the plat thereof recorded in Book P of Plats, Page 46, in the City of DeKalb, County of DeKalb, Illinois.**

**P.I.N. 08-15-301-003**

**Parcel 07**

**The South 21 feet of the North 102 feet of the West 9 feet of Lot 2 in University Village Subdivision, according to the plat thereof recorded in Book P of Plats, Page 46, in the City of DeKalb, County of DeKalb, Illinois.**

**P.I.N. 08-15-301-006**

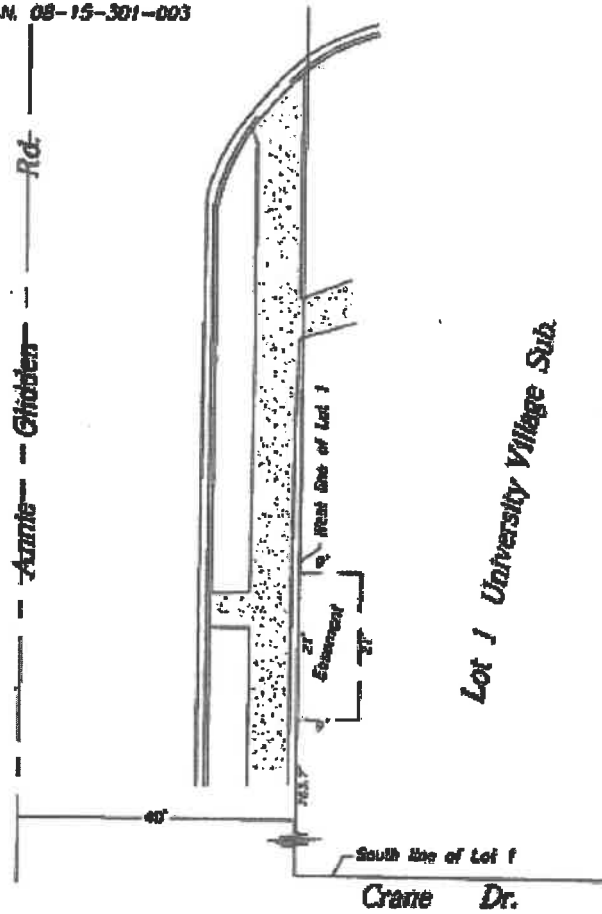


EXHIBIT B

### Bus Shelter Easement Exhibit

DESCRIPTION OF BUS SHELTER EASEMENT:  
THE NORTH 21 FEET OF THE SOUTH 784.7 FEET OF THE WEST  
9 FEET OF LOT 1 IN UNIVERSITY VILLAGE SUBDIVISION,  
ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK P OF  
PLATS, PAGE 48, IN THE CITY OF DEKALB, DEKALB COUNTY,  
ILLINOIS.

P.L.N. 08-15-301-003



DATE PREPARED: MARCH 21ST, 2017

SHAWN R. VAN KAMPEN  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710  
LICENSE EXPIRATION: NOVEMBER 30TH, 2017

EXHIBIT B

Prepared by:  
W.E. Hanna Surveyors  
509 Pine Street  
DeKalb, Illinois 60115  
(815) 755-2188  
Fax: 748-2532  
info@hannasurveyors.com  
License # 1540007413

FOR: MISSMAN ENGINEERING  
JOB NO. WES 13807F07EASE

PARCEL 01

EXHIBIT C

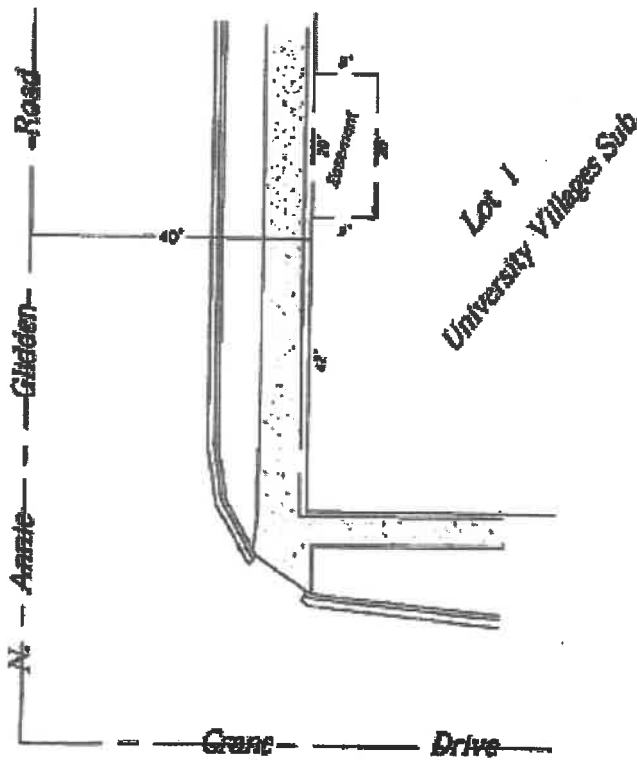
### Bus Shelter Easement Exhibit

DESCRIPTION OF BUS SHELTER EASEMENT:  
THE NORTH 20 FEET OF THE SOUTH 62 FEET OF THE WEST 9 FEET OF LOT 1 IN UNIVERSITY VILLAGES SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK P OF PLATS, PAGE 46, IN THE CITY OF DEKALB, DEKALB COUNTY, ILLINOIS.

P.L.N. 08-15-301-003



NORTH  
Scale 1"=20'



DATE PREPARED: MARCH 21ST, 2017

SHAWN R. VAN KAMPEN  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710  
LICENSE EXPIRATION: NOVEMBER 30TH, 2017

EXHIBIT C

FOR: HESSMAN ENGINEERING  
JOB NO. WES 13807P06NEASE

Prepared by:  
W.E. Hanna Surveyors  
508 Pine Street  
Dekalb, Illinois 60115  
(815) 735-2199  
Fax 748-2532  
info@hannasurveyors.com  
License # 1840007413

PARCEL 06

EXHIBIT D

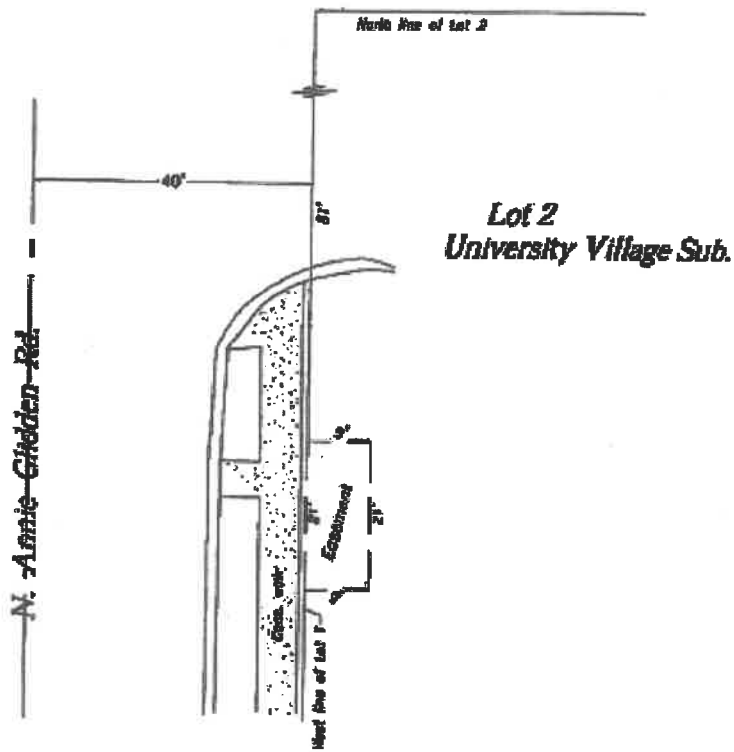
### Bus Shelter Easement Exhibit

DESCRIPTION OF BUS SHELTER EASEMENT:  
THE SOUTH 21 FEET OF THE NORTH 102 FEET OF THE WEST  
9 FEET OF LOT 2 IN UNIVERSITY VILLAGES SUBDIVISION,  
ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK P OF  
PLATS, PAGE 46, IN THE CITY OF DEKALB, DEKALB COUNTY,  
ILLINOIS.

P.I.N. 08-15-301-006



NORTH  
Scale 1"=20'



DATE PREPARED: MARCH 21st, 2017

SHAWN R. VAN KAMPEN  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2710  
LICENSE EXPIRATION: NOVEMBER 30TH, 2017

EXHIBIT **D**

Prepared by:  
H.C. Hanna Surveyors  
505 Pine Street  
Dekalb, Illinois 60115  
(815) 786-2199  
Fax 748-2532  
info@hannasurveyors.com  
License # 184002613

FOR: MISSMAN ENGINEERING  
JOB NO. MES 13007P01EASE

PARCEL, 07