

AUTHORIZING THE ACQUISITION BY THE CITY OF DEKALB, ILLINOIS FOR A WATERMAIN EASEMENT AT 545 EAST LINCOLN HIGHWAY.

WHEREAS, McDonalds Corporation proposes rebuilding a new restaurant at 545 East Lincoln Highway and requires a relocated fire protection line within an easement granted to the City of DeKalb, Illinois, and

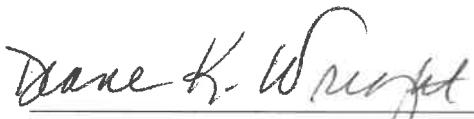
WHEREAS, the watermain easement will permit the City of DeKalb perpetual maintenance and operation of the proposed water hydrant line for fire flow water supply for protection of the McDonalds restaurant; now

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL of the City of DeKalb, Illinois as follows:

Section 1. That the City of DeKalb, Illinois agrees to sign and accepts acquisition of an easement for watermain purposes from McDonalds Corporation, and that the City of DeKalb, Illinois will meet the terms of the easement provisions on the attached "Exhibit A."

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting, held on the 22nd day of October, 2012 and approved by me as Mayor on the same day. Passed on the Consent Agenda in omnibus form by roll call vote 8-0. Aye: Jacobson, Teresinski, Lash, Gallagher, Naylor, Baker, O'Leary, Povlsen.

ATTEST:



DIANE K. WRIGHT, City Clerk



KRIS POVLSSEN, Mayor



FILED FOR RECORD
12 DEC -4 AM 10:57
Jesse
DEKALB COUNTY RECORDER

PLAT OF EASEMENT GRANT

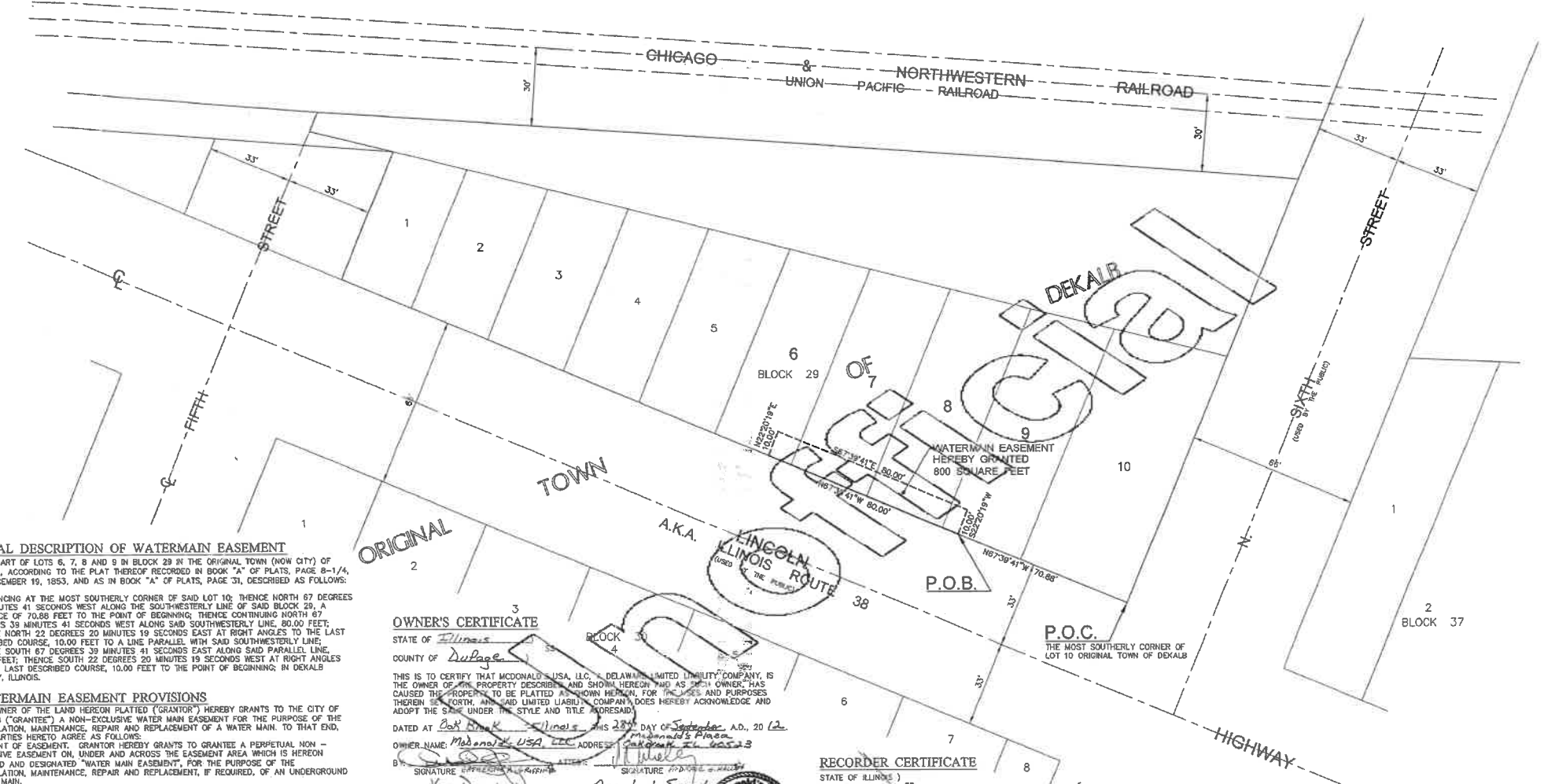
OVER

PART OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD
PRINCIPAL MERIDIAN, DEKALB COUNTY, ILLINOIS.



Call before you dig.

PLAT SURCHARGE \$10.00
\$39.00
199



LEGAL DESCRIPTION OF WATERMAIN EASEMENT

THAT PART OF LOTS 6, 7, 8 AND 9 IN BLOCK 29 IN THE ORIGINAL TOWN (NOW CITY) OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "A" OF PLATS, PAGE 8-1/4, ON DECEMBER 19, 1853, AND AS IN BOOK "A" OF PLATS, PAGE 31, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 10; THENCE NORTH 67 DEGREES 39 MINUTES 41 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 29, A DISTANCE OF 70.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 67 DEGREES 39 MINUTES 41 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE, 80.00 FEET; THENCE NORTH 22 DEGREES 20 MINUTES 19 SECONDS EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 10.00 FEET TO A LINE PARALLEL WITH SAID SOUTHWESTERLY LINE, THENCE SOUTH 67 DEGREES 39 MINUTES 41 SECONDS EAST ALONG SAID PARALLEL LINE, 80.00 FEET; THENCE SOUTH 22 DEGREES 20 MINUTES 19 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 10.00 FEET TO THE POINT OF BEGINNING; IN DEKALB COUNTY, ILLINOIS.

WATERMAIN EASEMENT PROVISIONS

THE OWNER OF THE LAND HEREON PLATTED ("GRANTOR") HEREBY GRANTS TO THE CITY OF DEKALB ("GRANTEE") A NON-EXCLUSIVE WATER MAIN EASEMENT FOR THE PURPOSE OF THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF A WATER MAIN. TO THAT END, THE PARTIES HERETO AGREE AS FOLLOWS:

1. GRANT OF EASEMENT. GRANTOR HEREBY GRANTS TO GRANTEE A PERPETUAL NON-EXCLUSIVE EASEMENT ON, UNDER AND ACROSS THE EASEMENT AREA WHICH IS HEREON PLATTED AND DESIGNATED "WATER MAIN EASEMENT", FOR THE PURPOSE OF THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT, IF REQUIRED, OF AN UNDERGROUND WATER MAIN.
2. REPAIR AND MAINTENANCE. GRANTEE SHALL PERFORM, AT ITS SOLE COST AND EXPENSE, ANY INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF SAID UNDERGROUND WATER MAIN AND GRANTEE SHALL PERFORM SUCH INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT AS EXPEDITIOUSLY AS POSSIBLE SO AS TO MINIMIZE INTERFERENCE WITH THE USE OF GRANTOR'S PROPERTY, INCLUDING THE FLOW OF PEDESTRIAN AND VEHICULAR TRAFFIC, AND GRANTEE SHALL RESTORE SUCH EASEMENT AREA TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO SUCH INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT.
3. RESERVATIONS BY GRANTOR. GRANTOR HEREBY RESERVES THE RIGHT (A) TO LOCATE OTHER UTILITIES IN THE AFORESAID EASEMENT AREA SUBJECT TO THE APPROVAL OF GRANTEE, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD; (B) TO USE THE SURFACE AREA OF THE AFORESAID EASEMENT AREA FOR ANY PURPOSE WHATSOEVER, OTHER THAN CONSTRUCTION OF A BUILDING ON THE EASEMENT AREA, SO LONG AS SUCH USE DOES NOT SUBSTANTIALLY INTERFERE WITH GRANTEE'S RIGHT TO INSTALL, MAINTAIN, REPAIR AND REPLACE SUCH UNDERGROUND WATER MAIN (THE USE OF THE SURFACE AREA FOR VEHICULAR PARKING, VEHICULAR AND PEDESTRIAN TRAFFIC AND FOR LANDSCAPING SHALL BE DEEMED NOT TO SUBSTANTIALLY INTERFERE WITH GRANTEE'S RIGHTS HEREUNDER); AND (C) IN ITS SOLE DISCRETION TO RELOCATE, AT ITS EXPENSE, SUCH UNDERGROUND WATER MAIN FROM TIME TO TIME (IF SUCH UNDERGROUND WATER MAIN IS RELOCATED, GRANTOR WILL GRANT TO GRANTEE A NEW EASEMENT SUBSTITUTING THE NEW EASEMENT AREA TO WHICH THE UNDERGROUND WATER MAIN IS RELOCATED FOR THE PRIOR EASEMENT AREA, AND GRANTEE WILL RELEASE THE EXISTING EASEMENT).
4. RELEASE OF EASEMENT. IN THE EVENT GRANTEE, ITS SUCCESSORS AND ASSIGNS, SHALL ABANDON OR NO LONGER REQUIRE THE USE OF ALL OR ANY PART OF THE EASEMENT RIGHTS HEREIN GRANTED, THE PART NO LONGER REQUIRED SHALL AUTOMATICALLY REVERT TO GRANTOR, AND GRANTEE SHALL RELEASE SUCH EASEMENT RIGHTS WHICH GRANTEE SHALL NO LONGER REQUIRE.
5. INDEMNITY. GRANTEE HEREBY EXPRESSLY AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY GRANTOR FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, DAMAGES, EXPENSES, JUDGMENTS AND LIABILITY RESULTING FROM THE ACTS AND WORK PERFORMED BY GRANTEE PURSUANT TO THIS AGREEMENT.
6. BINDING ON SUCCESSORS. THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

OWNER'S CERTIFICATE

STATE OF Illinois
COUNTY OF DuPage
THIS IS TO CERTIFY THAT McDONALD'S USA, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IS THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN HEREON AND AS SUCH OWNER HAS CAUSED THIS PROPERTY TO BE PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH, AND SAID LIMITED LIABILITY COMPANY DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.
DATED AT Oak Brook, Illinois this 28th day of September, A.D., 2012
OWNER NAME: McDonald's USA, LLC ADDRESS: McDonald's Plaza, Suite 400, Oak Brook, IL 60153
B: [Signature] SIGNATURE OF VICE PRESIDENT OF GRANTEE
TITLE: Vice President TITLE: Assistant Secretary

NOTARY PUBLIC CERTIFICATE

STATE OF Illinois SS
COUNTY OF DuPage
I, Kimberly E. Calabrese, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Catherine A. Griffin (PRINT NAME), Vice President (TITLE), and Doreen G. Malloy (PRINT NAME), Assistant Secretary (TITLE), of said limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively appeared before me this day in person and jointly and severally acknowledged that they signed and delivered the said instrument as their own and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 28th day of September, A.D., 2012
[Signature]
NOTARY PUBLIC SIGNATURE
Kimberly E. Calabrese
(PRINT NAME)

RECORDER CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY DEKALB)
THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE
RECORDER'S OFFICE OF DEKALB COUNTY, ILLINOIS ON THE _____
DAY OF _____ 20____ AT _____ O'CLOCK _____ M.,
AND RECORDED IN _____
(COUNTY RECORDER)

CITY COUNCIL'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF DEKALB)
APPROVED AND ACCEPTED THIS 22nd DAY OF OCTOBER, A.D., 2012.
CITY COUNCIL OF DEKALB, ILLINOIS ORD. 12-79
BY: [Signature] William Poole
CITY CLERK
ATTEST: [Signature] Dawn Wright
CITY CLERK

SURVEYOR'S STATEMENT

THE ABOVE PLAN WAS PREPARED UNDER MY DIRECT SUPERVISION FROM EXISTING RECORDS, MAPS AND PLATS.
COMPASS LAND SURVEYING LTD.
PROFESSIONAL DESIGN FIRM
LAND SURVEYING CORPORATION NO. 184-002778
LICENSE EXPIRES 4/30/13
BY: [Signature] DATE: 12/12
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3585
LICENSE EXPIRES DATE: NOVEMBER 30, 2012



Mail To:
McDonald's USA, LLC
#320 Dimfield Road
Suite 400
Warrenville, IL 60555



SCALE: 1" = 20'
1 OF 1
NO. 12.0153