ORDINANCE 13-46  
Passed: July 22, 2013

AUTHORIZING THE ACQUISITION BY THE 
CITY OF DEKALB, ILLINOIS FOR A 
WATERMAIN EASEMENT AT 2211 SYCAMORE 
ROAD.

WHEREAS, Pappas-Glasgow Development, LLC is redeveloping 2211 Sycamore Road and requires a new 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 proposed development; 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 Pappas-Glasgow Development, LLC, 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 July, 2013 and approved by me as Mayor on the same day. Passed on the Consent Agenda by roll call vote 7-0-1. Aye: Finucane, Lash, Snow, Naylor, Baker, O’Leary, Rey. Absent: Jacobson.

ATTEST:

ELIZABETH E. PEERBOOM, City Clerk

JOHN A. REY, Mayor
Prepared by and return to,

City Clerk Elizabeth E. Peerboom
City Of DeKalb
200 South 4th Street
DeKalb, IL 60115

DOCUMENT TYPE: Grant of Easement

DOCUMENT DATE: July 22, 2013

LEGAL DESCRIPTION (If applicable): Ordinance (No. 13-46)

Authorizing the Acquisition by the City of DeKalb, Illinois, for a watermain easement at 2211 Sycamore Rd.
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ATTEST:

ELIZABETH E. PEERBOOM, City Clerk

JOHN A. REY, Mayor
Pappas-Glasgow Development, LLC, an Illinois limited liability company ("Grantor") in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to the City of DeKalb, a municipal corporation ("Grantee"), having an address of 223 S. Fourth Street, DeKalb, Illinois 60115, and their successors and assigns, a non-exclusive easement (the "Easement") to install, lay, construct, operate, renew, maintain, or remove from time to time, water mains, braces, anchors, and appurtenances for the purpose of serving the property located at 2211 Sycamore Road, DeKalb, Illinois (the "Property") and certain other properties, contiguous or not, with water. Together with the right to install under or over the surface the required service connections to serve improvements thereon. The right to cut, trim, or remove trees, bushes, samplings and roots as may be reasonably required incidental to the rights herein given and the right to enter upon the property at all times for such purposes. The Easement granted herein is non-exclusive, and the Grantor retains and reserves the right to use the easement area (above and below the surface) for any purposes which do not unreasonably interfere with the use of the easement area for the purposes for which the easement right described herein is granted, such reservation to include, without limitation, the installation, construction, maintenance and operation of landscaping, parking area, driveways, curbing, curb cuts and related improvements, and installation, operation and maintenance of underground utilities. Any work authorized under the Easement shall be performed by the Grantee in a good and workmanlike manner and in compliance with all applicable laws and, once commenced shall be performed diligently to completion. The Grantee shall further exercise any rights granted herein with best efforts so as to avoid or minimize any interference with the development, operation and use of the Grantor’s land and of any buildings and improvements thereon. Upon completion of any such work, the Grantee shall restore any paved surfaces or other improvements on the surface of the easement area, and otherwise return the property, to substantially the same condition as existed prior to such work. In the event any mechanics’ liens or materialmen’s liens that are filed against the Grantor’s property or any part thereof, as a result of the operation, repair, maintenance, or replacement of utility improvements, or as a result of any other work or activity performed by the Grantee pursuant to the rights granted herein, the Grantee shall pay the underlying claim, and/or take such other action, in order to cause such liens to be immediately discharged of record.

The Grantee shall indemnify Grantor and such Grantor’s officers, directors, managers, members, partners, shareholders, employees, agents, successors and assigns, and each of their successors and assigns (collectively, the "Indemnitees") harmless from and against any injuries, liability,
losses, damages, costs, or expenses (including without limitation reasonable attorney’s fees and costs) incurred by the Indemnities as a result of the Grantee’s entry onto the Property and/or exercise of the Easement right granted hereunder, including any entry or actions taken by the Grantee’s contractors, agents, employees, or any other person or persons action for or on behalf of Grantee. Grantor shall have the right to relocate the Easement and Grantee’s improvements, in whole or part, to any other location on the Grantor’s property, provided that the new location is reasonably adequate to serve the purposes for which the Easement was granted, and such relocation shall be performed by the Grantee at Grantor’s expense. In the event of any such relocation, Grantor and Grantee shall execute and record an amendment to this Easement to reflect of record the new location of the Easement.

The above described Easement is designated as “Watermain Easement” on the plan attached hereto as Exhibit A and incorporated herein by reference.

IN WITNESS WHEREOF, the Grantor hereto has hereunder set his hand and seal this 29th day of July, 2013.

Pappas-Glasgow Development, LLC

Name: John Pappas

STATE OF ILLINOIS )
COUNTY OF DEKALB ) SS.

I, Jamie L. Smirz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Pappas personally known to me to be an officer of Pappas-Glasgow Development, LLC, an Illinois limited liability company, whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 16th day of July, A.D. 2013.

Jamie L. Smirz
Notary Public

My Commission Expires 1/26/15
IN WITNESS WHEREOF, the Grantor hereto has hereunder set his hand and seal this 23rd day of July, 2013.

By: [Signature]
Name: JOHN REY
Title: MAYOR CITY OF DEKALB

STATE OF ILLINOIS )
COUNTY OF DEKALB ) SS.

I, Ruth P. Maloy, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John A. Rey, personally known to me, whose name is subscribed to the within Instrument, appeared before me this day in person and acknowledged that he signed and delivered the said Instrument as her free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 23rd day of July, A.D. 2013.

[Signature]
Notary Public

My Commission Expires 08/24/15