



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve and Accept Easement at 300 North Randall for New Cell Tower

Presenter: Tom Bruhl

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 04.25.16
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$0	Budgeted:	<input type="checkbox"/> YES	<input type="checkbox"/> NA	<input type="checkbox"/> NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

As part of the addition of the cell tower to the east of the bus facility, electric facilities had to be extended from Dean Street to provide electric service to the new structure. The owner has provided an easement allowing the City to own and maintain our infrastructure as it exists on their property. The City Attorney has reviewed the document and approved such.

Attachments: *(please list)*

*Easement document

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve and accept an Easement at 300 N. Randall Road

For office use only:

Agenda Item Number: 4.i

PREPARED BY AND
WHEN RECORDED MAIL TO:
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174

_____ SPACE ABOVE THIS LINE FOR RECORDER'S USE _____

UTILITY EASEMENT

THIS INDENTURE, made in the City of St. Charles, State of Illinois, by and between North Randall Road Partners, LLC, an Illinois limited liability company (hereinafter referred to as "**Grantor**") and the CITY OF ST. CHARLES, a MUNICIPAL CORPORATION, organized and existing under the laws of the State of Illinois, of Kane and DuPage Counties, Illinois, (hereinafter referred to as "**Grantee**").

WITNESSETH: That Grantor in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid to him by Grantee, the receipt and sufficiency of which is hereby acknowledged does hereby grant and give unto the Grantee a non-exclusive 10-foot perpetual easement over, under, and upon the real estate described and depicted on Exhibit A (the "**Easement Area**") for the construction, reconstruction, restoration, maintenance, review, access, and repair of underground electric utility and related facilities and equipment, generally including, but not limited to, buried power lines and wires, junction boxes, cables, conduits, communications lines, including fiber optics, and above-ground pad mounted transformers, switchgear, and metering equipment (the "**Facilities**"), and such underground appurtenances and additions thereto as said Grantee may deem necessary, together with the non-exclusive right of access thereto for the necessary personnel and equipment to do any or all of the above work provided. The right is also hereby granted to said Grantee to cut down, trim or remove any trees, shrubs or other plants that interfere with the operation of or access to said installations in, on, upon, across, under, or through said easement, provided that such trees, shrubs and other plants shall be removed by the Grantee unless the Grantor otherwise requests.

The Easement Area may be used by Grantor for shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses and rights. That Grantor hereby retains the right to enjoy said easement and right of way for its own purposes, provided that such purposes shall not interfere with the uses and right-of-way granted to the Grantee herein. Grantor reserves the right (a) to locate other utilities in the Easement Area so long as such other utility's use does not substantially interfere with Grantee's right to install, maintain, repair, and operate the Facilities; (b) to use the Easement Area for any purpose whatsoever, other than construction of a building, so long as Grantor's use does not substantially interfere with Grantee's right to install, maintain, repair, and operate the Facilities; and (c) in its sole discretion to relocate the Facilities, at Grantor

expense (if the Facilities are relocated, Grantor will grant to Grantee a new, comparable and acceptable easement substituting the new easement area to which the Facilities are relocated for the Easement Area, and Grantee will release the existing easement).

All construction by the Grantee shall be done in a good, workmanlike manner, and the Grantee also agrees that the premises will be left in a neat and presentable condition. Grantor shall be responsible for the prompt removal and any cleanup related to material, trees, shrubs, or any other landscaping that interferes with Grantor's maintenance of the Facilities. In emergency conditions or should Grantor removal not be prompt, Grantee shall be allowed to remove trees, bushes, and other landscaping materials without additional notice to Grantor, and Grantor shall be responsible for debris removal of such at Grantor expense. Grantee shall keep the Facilities in a safe condition and perform, at its sole cost and expense, all necessary installation, maintenance, repair, and operation of the Facilities. In addition, with exception of the above mentioned landscape removal, Grantee shall repair promptly all damage to the Easement Area or other parts of Grantor's lands caused by (a) any use or activities of Grantee (including activities of any of Grantee's employees, consultants, contractors, or other agents) on or of the Easement Area or Grantor's other lands or (b) the maintenance, repairs, replacement, existence, or use of the Facilities. Grantee's maintenance, repair, replacement, and use of the Easement Area and the Facilities shall in all cases be (a) at Grantee's sole cost, (b) in a manner that causes the least possible interference with the use, occupancy, and enjoyment of Grantor's lands by Grantor and its tenants, and (c) in compliance with all applicable ordinances, statutes, and regulations, and all other local, state, and federal laws applicable to the Easement Area and the Facilities.

The address for notification shall be, if delivered to Grantor, c/o Keating Resources, 719 Shady Avenue, Geneva, IL 60134, Attention: Gerard J. Keating, with a copy to Becker Gurian, 513 Central Avenue, Suite 400, Highland Park, Illinois 60035, Attention: Robert E. Blacher, and if to Grantee, Tom Bruhl, 2 East Main Street, St. Charles, Illinois 60174. Notices shall be delivered or sent by: (a) first class or certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight carrier, or (c) personal delivery.

Grantee shall defend (with counsel acceptable to Grantor) and indemnify Grantor from and against any and all claims, costs, damages, injuries (including death) expenses (including reasonable attorneys' fees), judgments, losses, and liabilities resulting from (a) any use or activities of Grantee (including activities of any of Grantee's employees, consultants, contractors, or other agents) on or under the Easement Area or any other part of Grantor's lands, or (b) the existence or use of the Facilities, including, without limitation, mechanics' liens, damage to property, and injury to persons or property resulting from the use of the Facilities by Grantee.

This easement shall run with the land and be binding upon the parties' successors and assigns.

[The Signature Page Follows]

WITNESS our hands and seals this ____ day of _____, 2016.

Grantee: CITY OF ST. CHARLES,
a municipal corporation

By: _____
Name: Rayomd Rogina
Title: Mayor

Attest: _____
Name: Nancy Garrison
Title: City Clerk

Grantor: NORTH RANDALL ROAD PARTNERS, LLC,
an Illinois limited liability company

By: 
Name: Gerard J. Keating
Title: Member

CONSENT OF MORTGAGEE

WEST SUBURBAN BANK, an Illinois banking corporation, does hereby consent to and approve of the within described Utility Easement and subordinates the following thereto: Mortgage dated January 10, 2012, and recorded January 27, 2012, as Document No. 2012K005557, made by North Randall Road Partners, LLC, an Illinois limited liability company, to secure a note for \$4,062,500.00.

Signed this 24th day of March, 2016.

ATTEST:

[Signature]
Name: Brian Mickey

WEST SUBURBAN BANK

By: [Signature]
Its: Vice President

STATE OF ILLINOIS)
)SS.:
COUNTY OF DuPage)

I, the undersigned, a Notary Public within and for said county certify that Michael F. Moone and Brian Mickey, the Vice President and Vice President, respectively, of WEST SUBURBAN BANK, who are personally known to me to be the same persons whose names are subscribed to the foregoing document, appeared before me this day in person and acknowledged that they signed and delivered this instrument as their own free and voluntary act and as the free and voluntary act of that company, for the uses and purposes set forth.

GIVEN under my hand and notarial seal on March 24, 2016.



[Signature]
Notary Public
My Commission expires:

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that GERARD J. KEATING, personally known to me to be a member of NORTH RANDALL ROAD PARTNERS, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such member of said company, being duly authorized, signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 18th day of FEBRUARY, 2016.



[Signature]
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Raymond Rogina, personally known to me to be the Mayor of the City of St. Charles, a municipal corporation and Nancy Garrison, personally known to me to be the City Clerk of the City of St. Charles, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk of said corporation they caused their signatures to be affixed thereto, and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Council of the City of St. Charles as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this ____ day of _____, 2016.

SEAL

NOTARY PUBLIC

EXHIBIT A
DESCRIPTION/DEPICTION OF EASEMENT AREA

DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

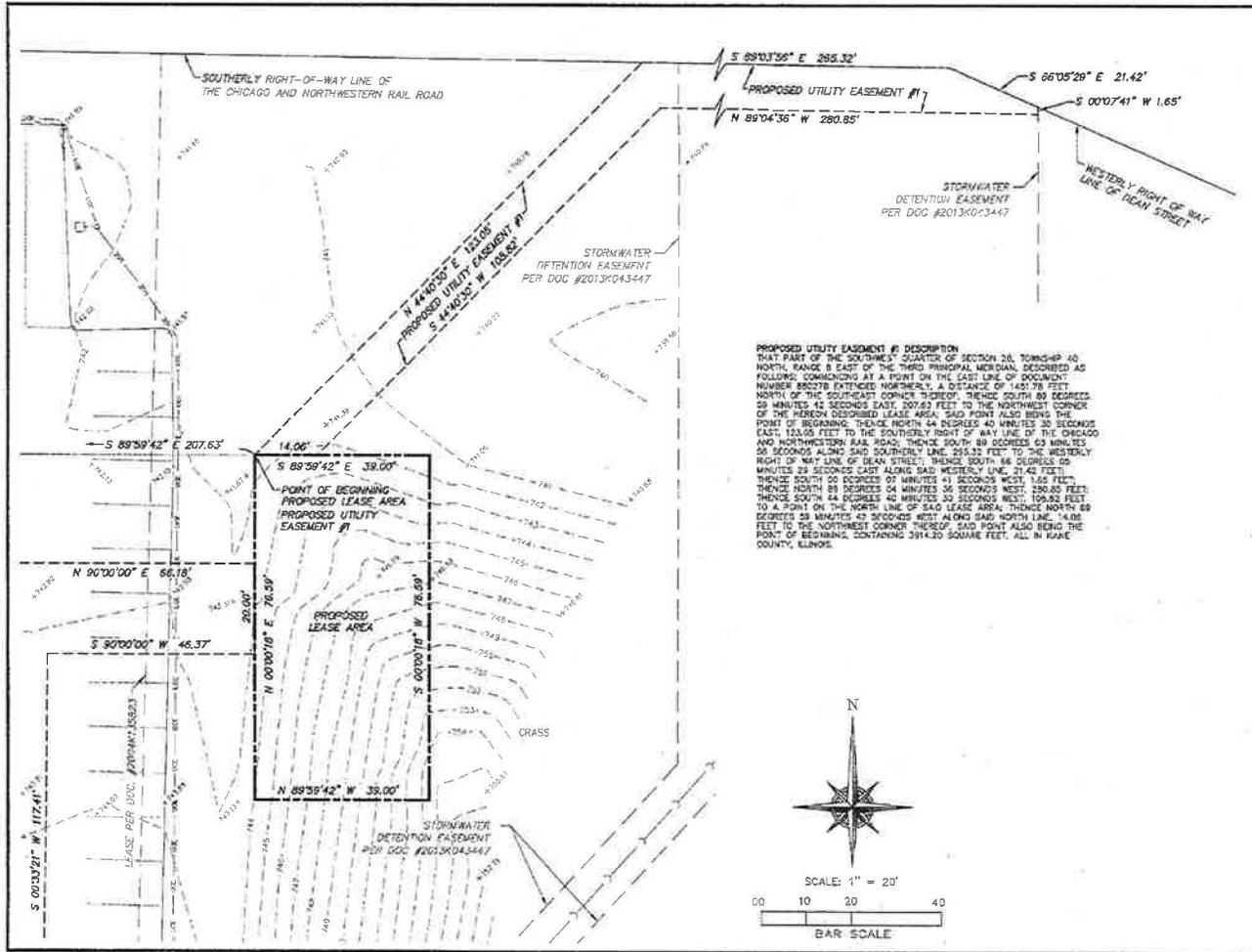
COMMENCING AT A POINT ON THE EAST LINE OF DOCUMENT NUMBER 880278 EXTENDED NORTHERLY, A DISTANCE OF 1451.78 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 59 MINUTES 42 SECONDS EAST, 207.63 FEET TO THE NORTHWEST CORNER OF THE HEREON DESCRIBED LEASE AREA; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 40 MINUTES 30 SECONDS EAST, 123.05 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAIL ROAD; THENCE SOUTH 89 DEGREES 03 MINUTES 56 SECONDS ALONG SAID SOUTHERLY LINE, 265.32 FEET TO THE WESTERLY RIGHT OF WAY LINE OF DEAN STREET; THENCE SOUTH 66 DEGREES 05 MINUTES 29 SECONDS EAST ALONG SAID WESTERLY LINE, 21.42 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 41 SECONDS WEST, 1.65 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 36 SECONDS WEST, 280.85 FEET; THENCE SOUTH 44 DEGREES 40 MINUTES 30 SECONDS WEST, 108.82 FEET TO A POINT ON THE NORTH LINE OF SAID LEASE AREA; THENCE NORTH 89 DEGREES 59 MINUTES 42 SECONDS WEST ALONG SAID NORTH LINE, 14.06 FEET TO THE NORTHWEST CORNER THEREOF, SAID POINT ALSO BEING THE POINT OF BEGINNING, CONTAINING 3914.20 SQUARE FEET, ALL IN KANE COUNTY, ILLINOIS.

PART OF PIN 09-28-351-021

[Depiction on Following Page]

EXHIBIT A (CONTINUED)

DEPICTION OF EASEMENT AREA



CAPITAL TELECOM
 CAPITAL TELECOM AND EARTHQUAKE CONSULTING SERVICES, LLC
 1500 N. RANDALL ROAD
 ST. CHARLES, ILL. 60174
 TEL: 618-352-3800
 FAX: 618-352-3801

APPROVALS

SAC MGR: _____
 SAC: _____
 OWNER: _____
 PIN: _____
 RF: _____
 CONST: _____
 A & E: _____

NO.	DATE	REVISION	DESCRIPTION
1	11/27/14	ISSUE FOR PERMIT	
2	12/22/14	PROVIDE UTILITY EASEMENT	
3	1/22/15	REVISED PERMITS	
4	1/27/15	FINAL PERMIT APPROVAL	

WT
W-T LAND SURVEYING, INC.
 LICENSED PROFESSIONAL SURVEYOR

PROJECT NO.: 514382
 DRAWN BY: REM
 CHECKED BY: FIM

CAPITAL SITE
 ST. CHARLES
 220 N. RANDALL ROAD
 ST. CHARLES, IL 60174
 KANE COUNTY

SHEET TITLE
LAND SURVEY

SHEET NUMBER
LS-3
 (SHEET 2 OF 6)