

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
MAY 22, 2007 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Nicor Easement for Belmont Road Grade Separation Project	✓ Resolution Ordinance Motion Discussion Only	David H. Barber, P.E. Director of Public Works

SYNOPSIS

A resolution has been prepared to grant an easement to Nicor for the relocation of a gas line through Parking Lot H for the Belmont Road Grade Separation Project.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2006-2011 identified *Top Quality Village Infrastructure and Facilities*. The fourth mission statement is: *Working with State, Regional and County Governments on Projects and Issues Related to Downers Grove*.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval on the June 5, 2007 consent agenda.

BACKGROUND

The Belmont Road Grade Separation Project is being led by Metra and DuPage County. In order to construct the viaduct, Nicor must move an 8" diameter gas main from the Belmont Road right-of-way. They have asked to route it through Parking Lot H in a 10' easement as shown on the attached exhibit. This work is tentatively scheduled to begin this fall and will require the temporary closure of some parking spaces. The lot generally has twenty to thirty vacant spaces per day, so this work should not significantly impact commuters or our revenues.

ATTACHMENTS

Resolution
Easement w/ Exhibit

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF A GRANT OF EASEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE
AND NICOR GAS**

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 Agreement (the “Agreement”), between the Village of Downers Grove (the “Grantor”) and Nicor Gas (the “Grantee”), for the relocation of a gas line through Parking Lot H for the Belmont Road Grade Separation Project, 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

Sec 12	T38N	R10E 3PM
Lisle Twp		DuPage Co
WO #134555		Pcl 4-30R
PIN: 08-12-214-008		

**GRANT OF EASEMENT
TO NICOR GAS COMPANY**

The Grantor, VILLAGE OF DOWNERS GROVE, a body politic and municipal corporation of the State of Illinois, its successors, assigns, heirs, administrators and executors (hereinafter “Grantor”), for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable considerations, in hand paid by NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, doing business as NICOR GAS COMPANY (hereinafter, the “Grantee”), the sufficiency thereof and receipt of which is hereby acknowledged, does hereby give and grant unto said NICOR GAS COMPANY, its successors and assigns, a perpetual, non-exclusive easement and right-of-way for the purpose of laying, maintaining, operating, renewing, replacing and removing a gas main or gas mains and any necessary gas facilities appurtenant thereto, in, upon, under, along and across the following described property situated in DuPage County, Illinois:

Property Description:

Lot 1 (Except the West 5 feet of the North 341.54 Feet thereof) in Arthur Kidwells Subdivision of part of the East ½ of Section 12, Township 38 North, Range 10 East of the Third Principal Meridian according to the plat thereof recorded June 7, 1971 as Document R71-24544, in DuPage County, Illinois, Except that part of said Lot 1 described as follows:

Commencing at the Northwest corner of said Lot 1; thence Easterly along the North line of said Lot 1 to a point 5 feet South 89 degrees 10 minutes 40 seconds East from the West line of said Lot 1 and the true point of beginning; thence from said true point of beginning easterly along the said North line of Lot 1, a distance of 403.25 feet, more or less, to an angle point in said Lot 1; thence South 5 degrees 23 minutes 00 seconds West along an East line of said Lot 1, a distance of 50.13 feet to an angle point in said Lot 1; thence South 88 degrees 40 minutes 00 seconds East along a North line of said Lot 1, a distance of 70.31 feet, more or less, to the Northeast corner of said Lot 1 and the West line of County Highway 2; thence Southerly along the said West line of County Highway 2, a distance of 35.14 feet; thence North 88 degrees 40 minutes 00 seconds West, 69.65 feet; thence North 39 degrees 49 minutes 34 seconds West, 46.50 feet; thence North 5 degrees 23 minutes 00 seconds East, 38.60 feet to a point 11.50 feet South 1 degree 20 minutes 00 seconds West from the said North line of Lot 1; thence westerly along a line parallel and concentric with said North line of Lot 1, a distance of 369.26 feet, More or less, to a point 5 feet South 89 degrees 10 minutes 40 seconds East from the said West line of Lot 1; thence North 0 degrees 49 minutes 20 seconds East, 11.52 feet, more or less, to the point of beginning, in DuPage County, Illinois.

Property address: parking lot at 5000 Belmont Road, Downers Grove, IL

Easement Description:

A strip of land situated in the Northeast ¼ of Section 12, Township 38 North, Range 10 East of the Third Principal Meridian, Lisle Township, DuPage County Illinois, said strip of land measuring ten feet in width lies five to the left and five to the right of the center of Grantee's gas main as said gas main is installed on Grantor's property; the centerline of said gas main is to be installed on Grantor's property substantially along the alignment and substantially in the configuration depicted on Exhibit A that is attached hereto and made a part hereof.

The Grantor represents and warrants to the Grantee that the Grantor is the true and lawful owner of the Property as described herein and has full right and power to grant and convey the rights conveyed herein.

Grantee shall restore all that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Easement Premises and during any subsequent, maintenance, repair, replacement or removal of Grantee's facilities on the Easement Premises to a condition as good as or better than that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting Grantee agrees that it shall perform all such restoration in a timely manner.

Grantor reserves the right to use the Easement Premises in any manner not inconsistent with the rights granted herein, provided, however, that neither Grantor nor any future owner of the Easement Premises shall build, construct, erect or place, or permit others to build, construct, erect or place, any buildings or other substantial improvements over any portion of the Easement Premises.

Grantee, its heirs, successors and assigns, assumes all liability and shall indemnify, defend and hold harmless the Grantor, its officers and employees, for any injury and/or damage to persons or property occasioned by or arising in connection with the gas utilities located within the easement area.

The provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors and assigns, and shall run with the title of Property.

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;

This Instrument shall be recorded and filed by the GRANTEE with the DuPage County Recorder of Deeds, at the Grantee's expense. An original copy shall be provided to the Grantor within 15 days of filing.

In case one or more of the provisions contained in the 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.

Illinois law shall govern this Agreement in its performance and interpretation, Venue shall be the County of DuPage.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on this _____ day of _____, A.D., 2007.

**GRANTOR:
VILLAGE OF DOWNERS GROVE**

Cara Pavlicek, Village Manager

Attest: _____
Village Clerk

**GRANTEE:
NORTHERN ILLINIOS GAS COMPANY
D/B/A NICOR GAS COMPANY**

Claudia Colalillo, Senior Vice President

Attest: _____
Jill Kelley, Assistant Secretary

This document prepared by:

Nicor Gas (BK)
Real Estate Department
P.O. Box 190
Aurora, Illinois 60507

After recording please return document to:

Nicor Gas (BK)
Real Estate Department
P.O. Box 190
Aurora, Illinois 60507

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, _____, a Notary Public in and for said County and State and
residing in the County of _____, do hereby certify that

_____, a duly authorized representative of Village of Downers Grove 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 he/she signed, sealed and delivered said instrument on behalf of
Village of Downers Grove, as his/her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, A.D., 2007.

Notary:

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

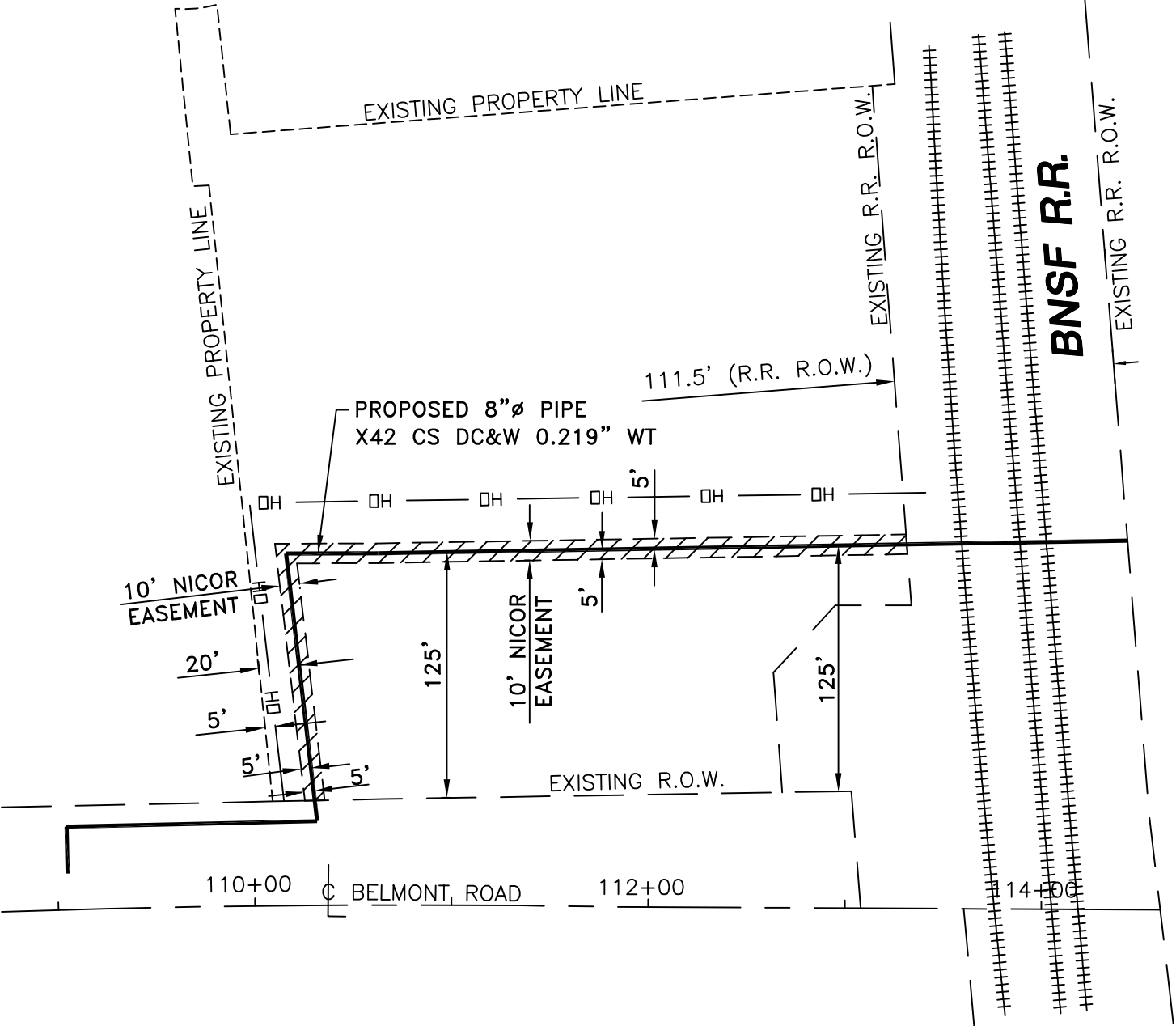
I, _____, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, personally known to me to be the Vice
President of NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, doing business as NICOR GAS
COMPANY, and _____, personally known to me to be the Assistant Secretary of said
corporation, 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 Vice President and
Assistant Secretary, they signed, sealed and delivered the said instrument, and caused the corporate seal of said
corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act of said
corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, A.D., 2007.

Notary:

My Commission Expires:

EXHIBIT "A" EASEMENT DETAIL



ENEngineering
SOUTHWEST PARKING LOT
PIN 08-12-214-008

COUNTY DUPAGE	TOWNSHIP LISLE	1/4 SECTION 183
TOWN DOWNERS GROVE	TIER 42N	RANGE 7E
REGION SOUTH CENTRAL PROJECTS	DEPARTMENT ENGINEER T.BELL	DATE 01/10/07
WORK ORDER NO. 134555	DRAWN BY T.BELL	DATE 01/10/07

