

RESOLUTION NO. 2019-38

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
AN EASEMENT AGREEMENT AND PLAT OF EASEMENT FOR AN EASEMENT AT PROVISO EAST HIGH
SCHOOL FOR THE FIRST AVENUE WATER MAIN IMPROVEMENTS PROJECT IN MAYWOOD, ILLINOIS
(PROVISO EAST HIGH SCHOOL)**

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois (the "Village") desire to grant, approve and authorize the execution of an easement agreement ("Easement Agreement") and plat of easement ("Plat of Easement"). Together, the Easement Agreement, which is between the Village of Maywood, the Board of Education of Proviso Township High Schools District 209 and Proviso Township Trustees of Schools, Township 39N, Range 12E, and the Plat of Easement, create the necessary easement adjacent to the east side of the First Avenue Right-of-Way to construct the following improvements: First Avenue Water Main Improvements Project (Proviso East) (the "First Avenue Water Main Improvement Project" or "Project"); and

WHEREAS, the Plat of Easement showing the permanent public utility and temporary construction easement for the construction of the Project (collectively, the "Easements") is attached hereto as **Exhibit "A"** and made a part hereof, and the Easement Agreement regarding the Easements is attached hereto as **Exhibit "B"** and made a part hereof; and

WHEREAS, the Village plans to utilize funds from the Madison Street/5th Avenue Tax Increment Financing District Funds ("Madison TIF District Funds") to pay for the Project. The cost of the Project is an eligible expense that can be paid for with Madison TIF District Funds pursuant to the applicable provisions of the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act"). The Project is located entirely within the boundaries the Madison Street/5th Avenue Tax Increment Financing District; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve the Plat of Public Utility Easement – Water Main and the expenditure of its Madison TIF District Funds for the eligible costs associated with the Project

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve the Easement Agreement and Plat of Easement for the Project and the expenditure of its Madison TIF District Funds pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, and finds that approving the Easement Agreement and Plat of Easement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the Easement Agreement and Plat of Easement for the benefit of the Village as part of the Village's First Avenue Water Main Improvement Project, a copy of the Plat of Easement being attached hereto as **Exhibit "A"** and made a part hereof, and a copy of the Easement Agreement being attached hereto as **Exhibit "B"** and made a part hereof. The President and Board of Trustees of the Village of Maywood further authorize and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute and deliver the final version of the attached Easement Agreement and Plat of Easement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Manager, and all other instruments and documents that are necessary to fulfill the Village's obligations under the Easement Agreement and Plat of Easement.

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, execute and deliver all other instruments and documents that are necessary to facilitate the Easements and construction of the Project at the location indicated on the Plat of Easement.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 6th day of November, 2019, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

NAYS: None

ABSENT: None

APPROVED this 6th day of November, 2019, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

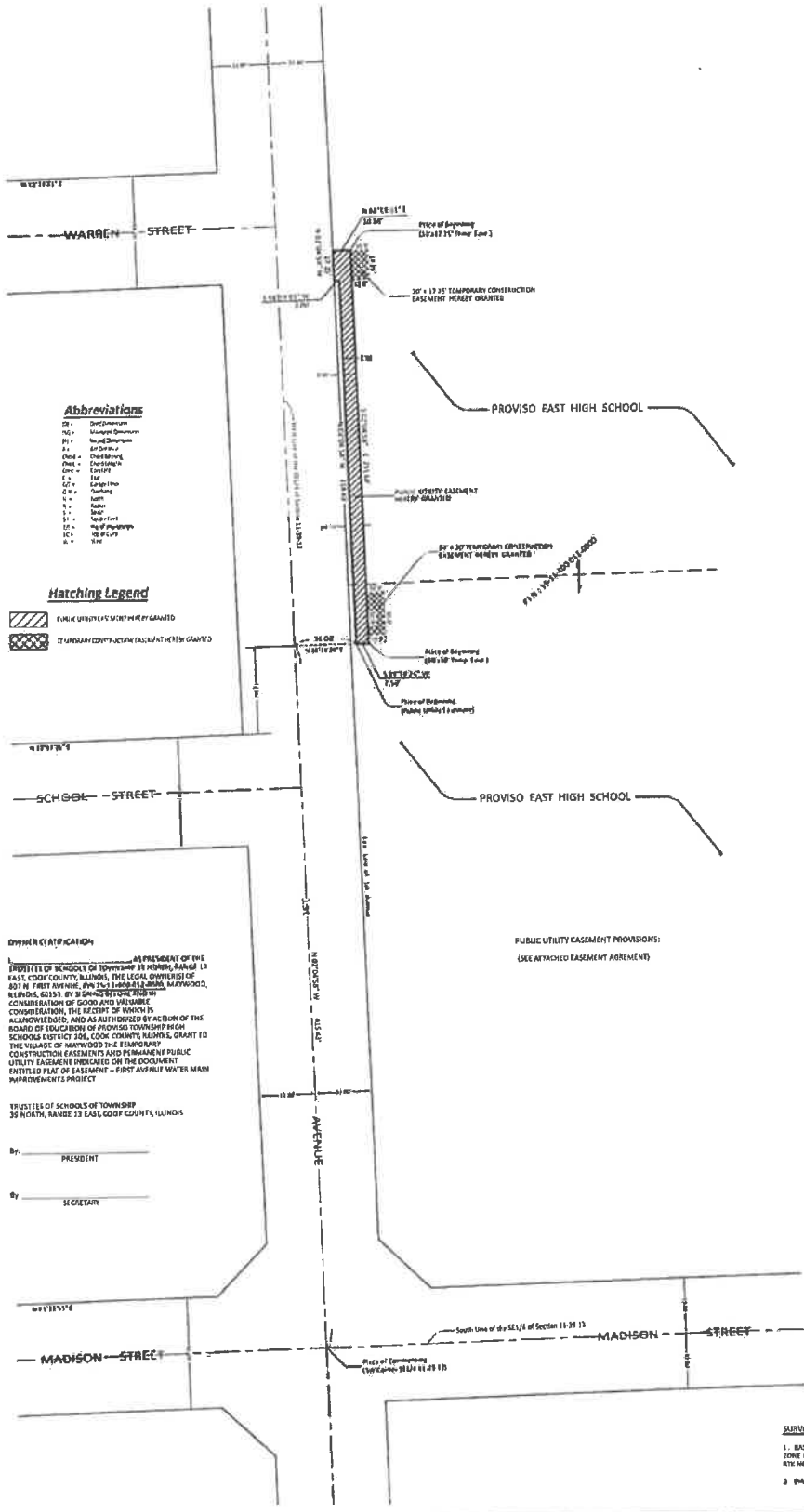
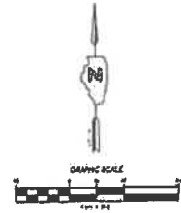
Exhibit "A"

**PLAT OF EASEMENT FOR
THE FIRST AVENUE WATER MAIN IMPROVEMENTS PROJECT IN MAYWOOD, ILLINOIS**

(attached)

PLAT OF EASEMENT

- of -
PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11 TOWNSHIP 33 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WOOD COUNTY, ILLINOIS



Abbreviations

- DE = Dedication
- MC = Merged Commencement
- PL = Plat
- CH = Change
- CO = County
- CT = City
- ST = State
- SR = Survey
- TR = Township
- UN = Unknown
- UT = Utility
- WC = Wood County
- IL = Illinois

Hatching Legend

- PUBLIC UTILITY EASEMENT GRANTED
- TEMPORARY CONSTRUCTION EASEMENT GRANTED

OWNER CERTIFICATION
I, _____, PRESIDENT OF THE TRUSTEES OF SCHOOLS OF TOWNSHIP 33 NORTH, RANGE 13 EAST, WOOD COUNTY, ILLINOIS, THE LEGAL OWNER(S) OF 607 N. FIRST AVENUE, PARCELS 1 & 2, WOODWARD, ILLINOIS, 62534, BY SO CONVEYING HEREIN THE CONVEYANCE OF GOOD AND VALUABLE CONVEYANCE, THE RECEIPT OF WHICH IS ACKNOWLEDGED, AND AS AUTHORIZED BY ACTION OF THE BOARD OF EDUCATION OF PROVISOR TOWNSHIP HIGH SCHOOLS DISTRICT 206, WOOD COUNTY, ILLINOIS, GRANT TO THE TRUSTEES OF SCHOOLS OF TOWNSHIP 33 NORTH, RANGE 13 EAST, WOOD COUNTY, ILLINOIS, THE TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT PUBLIC UTILITY EASEMENTS DESCRIBED ON THIS DOCUMENT ENTITLED PLAT OF EASEMENT - FIRST AVENUE WATER MAIN IMPROVEMENTS PROJECT.

TRUSTEES OF SCHOOLS OF TOWNSHIP 33 NORTH, RANGE 13 EAST, WOOD COUNTY, ILLINOIS
By: _____ PRESIDENT
By: _____ SECRETARY

PUBLIC UTILITY EASEMENT PROVISIONS:
SEE ATTACHED EASEMENT AGREEMENTS

LEGAL DESCRIPTION
PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 33 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WOOD COUNTY, ILLINOIS, 62534, PARCELS 1 & 2, WOODWARD, ILLINOIS, 62534, BY SO CONVEYING HEREIN THE CONVEYANCE OF GOOD AND VALUABLE CONVEYANCE, THE RECEIPT OF WHICH IS ACKNOWLEDGED, AND AS AUTHORIZED BY ACTION OF THE BOARD OF EDUCATION OF PROVISOR TOWNSHIP HIGH SCHOOLS DISTRICT 206, WOOD COUNTY, ILLINOIS, GRANT TO THE TRUSTEES OF SCHOOLS OF TOWNSHIP 33 NORTH, RANGE 13 EAST, WOOD COUNTY, ILLINOIS, THE TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT PUBLIC UTILITY EASEMENTS DESCRIBED ON THIS DOCUMENT ENTITLED PLAT OF EASEMENT - FIRST AVENUE WATER MAIN IMPROVEMENTS PROJECT.

LEGAL DESCRIPTION
13' x 30' TEMPORARY CONSTRUCTION EASEMENT
PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 33 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WOOD COUNTY, ILLINOIS, 62534, PARCELS 1 & 2, WOODWARD, ILLINOIS, 62534, BY SO CONVEYING HEREIN THE CONVEYANCE OF GOOD AND VALUABLE CONVEYANCE, THE RECEIPT OF WHICH IS ACKNOWLEDGED, AND AS AUTHORIZED BY ACTION OF THE BOARD OF EDUCATION OF PROVISOR TOWNSHIP HIGH SCHOOLS DISTRICT 206, WOOD COUNTY, ILLINOIS, GRANT TO THE TRUSTEES OF SCHOOLS OF TOWNSHIP 33 NORTH, RANGE 13 EAST, WOOD COUNTY, ILLINOIS, THE TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT PUBLIC UTILITY EASEMENTS DESCRIBED ON THIS DOCUMENT ENTITLED PLAT OF EASEMENT - FIRST AVENUE WATER MAIN IMPROVEMENTS PROJECT.

LEGAL DESCRIPTION
13' x 30' TEMPORARY CONSTRUCTION EASEMENT
PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 33 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WOOD COUNTY, ILLINOIS, 62534, PARCELS 1 & 2, WOODWARD, ILLINOIS, 62534, BY SO CONVEYING HEREIN THE CONVEYANCE OF GOOD AND VALUABLE CONVEYANCE, THE RECEIPT OF WHICH IS ACKNOWLEDGED, AND AS AUTHORIZED BY ACTION OF THE BOARD OF EDUCATION OF PROVISOR TOWNSHIP HIGH SCHOOLS DISTRICT 206, WOOD COUNTY, ILLINOIS, GRANT TO THE TRUSTEES OF SCHOOLS OF TOWNSHIP 33 NORTH, RANGE 13 EAST, WOOD COUNTY, ILLINOIS, THE TEMPORARY CONSTRUCTION EASEMENTS AND PERMANENT PUBLIC UTILITY EASEMENTS DESCRIBED ON THIS DOCUMENT ENTITLED PLAT OF EASEMENT - FIRST AVENUE WATER MAIN IMPROVEMENTS PROJECT.

VALUE FOUND ON TRUSTEES
NONE
BY: _____

SURVEYOR INFORMATION
DATE OF SURVEY: _____
COUNTY OF WOOD
STATE OF ILLINOIS

SURVEYOR NOTES:
1. BASIS OF BEARINGS SHOWN HEREON ARE BASED ON NAD83(11) ILLINOIS STATE PLANE COORDINATES AS REFERENCED FROM FARM COMPANYS RTM NETWORK.
2. DIMENSIONS SHOWN WITHIN BRACKETS [] ARE RECORD DIMENSIONS.

SURVEYOR NOTES:
1. BASIS OF BEARINGS SHOWN HEREON ARE BASED ON NAD83(11) ILLINOIS STATE PLANE COORDINATES AS REFERENCED FROM FARM COMPANYS RTM NETWORK.
2. DIMENSIONS SHOWN WITHIN BRACKETS [] ARE RECORD DIMENSIONS.

<p>FORM 10 11/2013 CAD/BAK 16 OCT 2014 2:04</p>	<p>PROJECT PLAT OF EASEMENT 307 N 1st AVE/OK MADWOOD, IL 62535</p>	<p>PREPARED FOR: EDWIN HANCOCK ENGINEERING Co 9513 ROOSEVELT ROAD WESTCHESTER, IL 60154 (708) 855-0300</p>	<p>2 TO BE FILED 11/20/14 10:53 AM No. Date Edwin Hancock 31K B*</p>	<p>KRISCH LAND SURVEYING LLC P.O. Box 828 PLAINFIELD, IL 62554-0828 PHONE (314) 677-5588 FAX (314) 677-5584 www.krischlandsurveying.com IL PROFESSIONAL DESIGN FIRM LICENSE No. 184-004646 COPYRIGHT © 2013 ALL RIGHTS RESERVED</p>
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Exhibit "B"

**EASEMENT AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD, THE BOARD OF EDUCATION OF
PROVISO TOWNSHIP HIGH SCHOOLS DISTRICT 209 AND PROVISO TOWNSHIP TRUSTEES OF SCHOOLS,
TOWNSHIP 39N, RANGE 12E,
FOR THE FIRST AVENUE WATER MAIN IMPROVEMENTS PROJECT IN MAYWOOD, ILLINOIS**

(attached)

Prepared By and After
Recording Return to:

William F. Gleason, Esq.
Hauser, Izzo, Petrarca, Gleason & Stillman, LLC
19730 Governors Highway, Suite 10
Flossmoor, IL 60422

EASEMENT AGREEMENT

This Agreement (this "Agreement") is made by and between the BOARD OF EDUCATION OF PROVISO TOWNSHIP HIGH SCHOOLS DISTRICT 209 and PROVISO TOWNSHIP TRUSTEES OF SCHOOLS, TOWNSHIP 39N, RANGE 12E ("Grantors") and the VILLAGE OF MAYWOOD, Cook County, Illinois ("Grantee"). The effective date of this Easement Agreement shall be the later of the execution dates.

WHEREAS, Grantors are the owners of certain real estate located in the Village of Maywood, County of Cook and State of Illinois, described as follows:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 11, THENCE NORTH 02 DEGREES 04 MINUTES 58 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 415.43 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 26 SECONDS EAST, 36.00 FEET TO A POINT 3.00 FEET EAST OF THE EAST LINE OF 1st AVENUE FOR A PLACE OF BEGINNING; THENCE NORTH 02 DEGREES 04 MINUTES 58 SECONDS WEST, PARALLEL WITH AND 3.00 FEET EAST OF THE EAST LINE OF SAID 1st AVENUE, 214.43 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 01 SECONDS WEST, 3.00 FEET TO THE EAST LINE OF SAID 1st AVENUE; THENCE NORTH 02 DEGREES 04 MINUTES 58 SECONDS WEST, ALONG SAID EAST LINE, 17.25 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 01 SECONDS EAST, 10.50 FEET; THENCE SOUTH 02 DEGREES 04 MINUTES 58 SECONDS EAST, PARALLEL WITH SAID EAST LINE OF 1st AVENUE, 231.68 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 26 SECONDS WEST, 7.50 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

DESCRIBED PARCEL CONTAINING 1,789 s.f. more or less.

Hereinafter referred to as "Utility Easement Area".

WHEREAS, Grantors are also the owners of certain real estate located in the Village of Maywood, County of Cook and State of Illinois, described as follows:

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 11, THENCE NORTH 02 DEGREES 04 MINUTES 58 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 415.43 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 26 SECONDS EAST, 43.50 FEET TO A POINT 10.50 FEET EAST OF THE EAST LINE OF 1st AVENUE FOR A PLACE OF BEGINNING; THENCE NORTH 02 DEGREES 04 MINUTES 58 SECONDS WEST, PARALLEL WITH AND 10.50 FEET EAST OF THE EAST LINE OF SAID 1st AVENUE, 30.00 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 26 SECONDS EAST, 10.00 FEET; THENCE SOUTH 02 DEGREES 04 MINUTES 58 SECONDS EAST, PARALLEL WITH SAID EAST LINE OF 1st AVENUE, 30.00 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 26 SECONDS WEST, 10.00 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. DESCRIBED PARCEL CONTAINING 300 s.f. more or less.

Hereinafter referred to as the "10' X 30' TEMPORARY CONSTRUCTION EASEMENT"

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 11, THENCE NORTH 02 DEGREES 04 MINUTES 58 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 415.43 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 26 SECONDS EAST, 36.00 FEET TO A POINT 3.00 FEET EAST OF THE EAST LINE OF 1st AVENUE; THENCE NORTH 02 DEGREES 04 MINUTES 58 SECONDS WEST, PARALLEL WITH AND 3.00 FEET EAST OF THE EAST LINE OF SAID 1st AVENUE, 214.43 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 01 SECONDS WEST, 3.00 FEET TO THE EAST LINE OF SAID 1st AVENUE; THENCE NORTH 02 DEGREES 04 MINUTES 58 SECONDS WEST, ALONG SAID EAST LINE, 17.25 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 01 SECONDS EAST, 10.50 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 18 MINUTES 01 SECONDS EAST, 10.00 FEET; THENCE SOUTH 02 DEGREES 04 MINUTES 58 SECONDS EAST, PARALLEL WITH SAID EAST LINE OF 1st AVENUE, 17.25 FEET; THENCE SOUTH 88 DEGREES 18 MINUTES 01 SECONDS WEST, 10.00 FEET; THENCE NORTH 02 DEGREES 04 MINUTES 58 SECONDS WEST, PARALLEL WITH THE EAST LINE OF SAID 1st AVENUE, 17.25 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. DESCRIBED PARCEL CONTAINING 173 s.f. more or less.

Hereinafter referred to as the "10' X 17.25' TEMPORARY CONSTRUCTION EASEMENT"

WHEREAS, Grantors are the owners of certain real estate located in the Village of Maywood, County of Cook and State of Illinois, Commonly Known as 807 S. 1st Ave., Maywood, IL 60153.

Property Index Number: 15-11-400-012-0000
Hereinafter referred to as "Grantor's Property".

WHEREAS, the Easement Area, 10' X 30' Temporary Construction Easement and the 10' X 17.25' Temporary Construction Easement (collectively referred to as the "Easement Areas") are located within the boundaries of the Grantors' Property.

WHEREAS, the Easement Areas are currently unimproved.

NOW, THEREFORE, Grantors and Grantee, in consideration of the sum of Ten and No/100 Dollars (\$10.00), in-hand paid each to the other and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. **Grant of Easement.** Grantors hereby give, grant and convey to Grantee, its successor and assigns, a non-exclusive easement in, under, across and over the Easement Area for the sole purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to, from time to time and pursuant to the terms hereof, water pipe or pipes, with necessary fittings and appurtenances for the transmission and distribution of water (the "Utility Improvements"). All construction shall be undertaken in a good and workmanlike manner, lien-free and in a manner reasonably calculated not to disrupt the Grantors' operations being conducted on and about Grantors' Property. This shall include, but not be limited to, any and all necessary security measures to ensure access to any drilling sites is limited. It is further specifically agreed that there shall be no shut down of water services to Proviso East High School for purposes of any work on the Easement Area except on weekends and/or school holidays. Grantee shall reasonably promptly commence construction of the Utility Improvements and diligently thereafter prosecute the same to completion. Notwithstanding anything herein to the contrary, Grantors retains the right to use the Easement Area in a manner consistent with the terms and conditions of this Agreement.
2. **Grant of Limited Access.** During the construction period to improve the Easement Area, Grantors hereby permit and allows Grantee a non-exclusive right of access to the 10' X 30' Temporary Construction Easement and the 10' X 17.25' Temporary Construction Easement areas. The use of these areas is limited to the construction period to repair the Easement Area and subject to any and all conditions otherwise set forth herein.
3. **Maintenance of Utility Improvements.** Following construction of the Utility Improvements, Grantee shall be obligated, at its expense, to maintain, repair, replace, and keep the Utility Improvements in good condition and repair. The Grantee, its successors and assigns shall have the right to enter in and upon the Easement Area or Grantors' Property for the purposes of maintaining, repairing or improving the Utility Improvements provided, however, that (a) Grantee shall provide not less than five (5)

business days' notice to Grantors prior to entering onto the Easement Area for such maintenance purposes, (b) no activities of the Grantee, its successors or assigns on the Easement Area or Grantors' Property shall unreasonably obstruct, limit, block or otherwise impede the traffic or pedestrian ingress and egress into and out of the Grantors' Property, and (c) no activities of Grantee shall unreasonably interfere with Grantors' educational operations on Grantors' Property.

4. Repair to Easement Areas and Grantors' Property. Upon completion of the Utility Improvements or any maintenance, repair or improvement work to the Utility Improvements, Grantee shall restore and repair any damage caused to the Easement Areas (or to the adjoining Grantors' Property) to substantially the same condition of such property prior to the construction of the Utility Improvements or the maintenance, repair or improvement work. Grantee further agrees, by acceptance of this Agreement that, upon any opening made in connection with any of the purposes of this Agreement, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made and it shall otherwise return the Easement Areas to their substantially similar condition that existed prior to such work, including without limitation, grass and landscaping at the sole expense of the Grantee.
5. Run With the Land. Upon the mutual execution of this Agreement, this Agreement shall be recorded in the real property records of Cook County, Illinois. The grant of the easement, the maintenance, repair, and replacement obligations applicable to the Utility Improvements and the Easement Area, and all other provisions of this Agreement shall run with the land.
6. Indemnification; Insurance. Grantee shall defend, indemnify, pay, protect and save and hold Grantors, their elected officials, employees and agents harmless for, from and against any mechanics' and/or materialmen's liens and all other liabilities, claims, demands, losses and expenses (including reasonable attorneys' fees) incurred by Grantors, including, without limitation, damage to Grantors' Property or material interruption or material adverse effect upon the business activities conducted thereon, that are caused, in whole or material part, by the breach of this Agreement by Grantee or the failure of Grantee to design, install or maintain the Utility Improvements in accordance with the terms hereof and applicable law. Grantee warrants that it currently maintains an insurance policy with a financially responsible insurance company which provides comprehensive general liability, including coverages for bodily injury, personal injury and property damage coverage in amounts sufficient to assure that all liabilities and obligations incurred by Grantee will be promptly satisfied. Grantee retains the right to modify or alter its insurance program or to maintain self-insurance, so long as such modification or self-insurance does not materially or negatively affect the coverage provided. Grantors must be named an additional insured or loss payee, as applicable, and a blanket waiver of subrogation is required on all such policies. Upon request of Grantors, reasonable evidence of insurance coverage or of self-insurance shall be provided within ten (10) business days.

7. **Injunctive Relief.** In the event of any violation of any of the terms, covenants and conditions of this Agreement, either party shall have the right to enjoin such violation, in addition to any and all other remedies available under statute, at law or in equity.
8. **Amendments.** This Agreement may be amended or otherwise modified only by a writing signed and acknowledged by the parties hereto, and no provision hereof may be waived except by a written instrument signed and acknowledged by the parties hereto.
9. **Miscellaneous.** Invalidation of any one of the covenants, conditions, restrictions or other provisions contained herein by judgment of court order shall in no way affect any of the other covenants, conditions, restrictions or provisions hereof, and the same shall remain in full force and effect. This Agreement shall be construed according to its ordinary meaning and shall not be strictly construed for or against any party hereto. The parties hereto agree to execute and acknowledge such additional documents and to perform such additional acts as may be reasonably necessary to carry out the purpose and intent of this Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior and contemporaneous representations and understandings, written or oral, pertaining to the subject matter hereof are hereby superseded and merged into this Agreement.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, all such counterparts will be deemed to constitute one and the same instrument, and each such counterpart will be deemed an original hereof.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year provided below.

Dated: 8-6-19

Grantor: Board of Education of Proviso
Township High Schools District 209

By: [Signature]

Its: PTHS D209 BOARD PRESIDENT

Dated: 7/24/2019

Grantor: Proviso Township Trustees of Schools,
Township 39N, Range 12E

By: [Signature]

Its: Township School Treasurer

Dated: _____

Grantee: Village of Maywood, Cook County,
Illinois

Village President

Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. 2019-38

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
AN EASEMENT AGREEMENT AND PLAT OF EASEMENT FOR AN EASEMENT AT PROVISO EAST HIGH
SCHOOL FOR THE FIRST AVENUE WATER MAIN IMPROVEMENTS PROJECT IN MAYWOOD, ILLINOIS
(PROVISO EAST HIGH SCHOOL)**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 6th day of November, 2019, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 6th day of November, 2019.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 7th day of November, 2019.

Viola Mims, Village Clerk

[SEAL]