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**THE VILLAGE OF WILLOW SPRINGS  
COOK COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 2018-O-40**

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**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL  
AGREEMENT FOR TEMPORARY EASMENT I-294/MILE LONG BRIDGE -  
PARCEL NUMBER TW-3A-16-005.01T**

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**JOHN M. CARPINO, President**

**MARY JANE MANNELLA, Clerk**

**THOMAS E. BIRKS  
TERRANCE M. CARR  
MICHAEL C. KENNEDY  
MELISSA N. NEDDERMEYER  
FRED POSCH  
KATHRYN STANPHILL**

**TRUSTEES**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Willow Springs  
Tressler LLP – Village Attorneys – 2600 East 107<sup>th</sup> Street, Bolingbrook, Illinois 60440

**VILLAGE OF WILLOW SPRINGS**

**ORDINANCE 2018-O-40**

**ORDINANCE OF THE VILLAGE BOARD  
VILLAGE OF WILLOW SPRINGS**

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**WHEREAS**, the Village of Willow Springs is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

**WHEREAS**, the Illinois State Toll Highway Authority is an instrumentality and administrative agency of the State of Illinois; and

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 along with the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and the Local Government Property Transfer Act, 50 ILCS 605 et seq., authorizes units of local government to enter into contracts for the conveyance of real property between themselves; and

**WHEREAS**, it is the desire of the President and Board of Trustees of the Village of Willow Springs (the "Corporate Authorities") to enter into that particular Intergovernmental Agreement for Temporary Easement I-294/Mile Long Bridge – Parcel Number TW-3A-16-005.01T (the "Intergovernmental Agreement"), which is attached hereto as Exhibit A and incorporated herein by this reference.

**NOW, THEREFORE, BE IT ORDAINED** by the President and the Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

**SECTION 1:** That the above recitals and legislative findings are found to be true and correct, and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**SECTION 2:** The Intergovernmental Agreement is hereby approved substantially in the form presented to the Board of Trustees, subject to final revisions made by staff and the Village attorneys.

**SECTION 3:** The Mayor, Village Clerk and Village Administrator are hereby authorized to execute the Intergovernmental Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

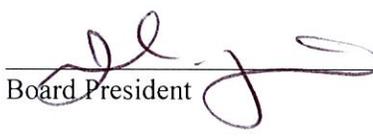
**SECTION 4:** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

**SECTION 5:** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 6:** This Ordinance shall take effect immediately and be in force from and after its passage and approval.

**Ordinance 2018-O-40, approved and adopted** by the President and Board of Trustees of the Village of Willow Springs, Cook County, Illinois this 16 day of August 2018, pursuant to a roll call vote, as follows:

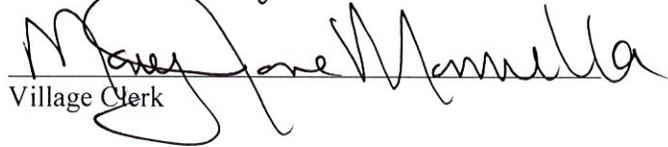
	PRESENT	ABSENT	YES	NO	ABSTAIN
Trustee Birks	✓		✓		
Trustee Carr	✓		✓		
Trustee Kennedy	✓		✓		
Trustee Neddermeyer		✓			
Trustee Posch	✓		✓		
Trustee Stanphill	✓		✓		
President Carpino	✓				
<b>TOTAL</b>	<b>6</b>	<b>1</b>	<b>5</b>	<b>0</b>	<b>0</b>

  
Board President

ATTEST:

  
Village Clerk

Published in pamphlet form by order of the Village Board this 16 day of August, 2018.

  
Village Clerk



# EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT FOR TEMPORARY EASEMENT**

**I-294 / Mile Long Bridge - PARCEL NUMBER TW-3A-16-005.01T**

**5 YEAR TEMPORARY EASEMENT**

This agreement is by and between **The Illinois State Toll Highway Authority** (hereafter called "Tollway", "Authority", or "Buyer"), an instrumentality and administrative agency of the State of Illinois, and which is engaged in the acquisition of real property for the **Interstate 294** (hereafter called "Toll Road") and the acquisition of a Temporary Easement owned by **The Village of Willow Springs** (hereafter called "Owner", "Seller" or "Grantor").

W I T N E S S E T H

WHEREAS, the Seller owns real property defined herein; and

WHEREAS, the Tollway has declared that it is necessary or convenient to use, occupy or improve the real estate defined herein in making of a public improvement and for a public purpose; and

WHEREAS, the Seller and Tollway are both units of government and desire to enter into this agreement pursuant to the authority duly granted to them by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and the Local Government Property Transfer Act, 50 ILCS 605 et seq.; and

NOW, THEREFORE, in consideration of and in reliance upon the covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller agrees to sell and the Buyer agrees to buy and the undersigned parties agree as follows:

**1. Property Interest to be Conveyed.** Subject to the terms, provisions and conditions hereinafter set forth, the Owner hereby agrees to convey to the Tollway, and the Tollway hereby agrees to accept from the Owner, the Temporary Easement as substantially set forth on Exhibit "B" which is required by the Tollway for Public Improvement purposes pursuant to the terms and conditions of this Agreement.

The undersigned hereby agree to the following:

- The Tollway has conducted its negotiations in good faith;
- The Owner has been provided at least sixty (60) days to consider the Tollway's offer;
- The improvements are Public Improvements;
- The Tollway has the funding for the Public Improvements; and
- The Payment to be paid by the Tollway to and accepted by the Owner for the Temporary Easement is fair market value and just compensation.

**2.** The Tollway and Owner have negotiated the amount of just compensation indicated below to be paid by the Tollway to Owner for the 5 Year Temporary Easement for the real property legally described on the attached Exhibit A which is incorporated herein by this reference (Property).

<b>Tollway Parcel No(s)</b>	<b>Property Interest</b>	<b>Legal Description</b>	<b>Amount</b>
<u>TW-3A-16-005.01T</u>	Temp. Easement	<u>See Exhibit "A"</u>	\$3,100.00

3. The total agreed upon Just Compensation to be paid for Property Interest to be acquired by the Tollway is **Three Thousand One Hundred** (\$3,100.00). This amount includes compensation for any and all access rights, contributory value, encroachments onto the Property, together with damages to the remainder of Owner's property, if any.

The Grant of Temporary Easement shall give, provide and grant to the Tollway such rights as provided for in the document and such rights shall terminate in 5 years or upon the completion of the improvement and project, which, ever is sooner.

4. CLOSING, REAL ESTATE TAXES, MORTGAGES, UTILITIES:

a. Closing shall be on or about October 8, 2018.

b. REAL ESTATE TAXES: Seller is responsible for the real estate tax liability associated with the Temporary Easement and agrees to pay all real estate taxes due and payable.

c. Owner shall pay all sums due and payable on the underlying fee property it owns, such that the Tollway's use and occupancy granted shall in no way be impaired during the term of the easement. This shall include but not be limited to mortgage payments, utilities, assessments, insurance and or real estate taxes.

5. INTENTIONALLY OMITTED

6. NOTICE: All notices required shall be in writing and shall be served in the following manner:

-By personal delivery; or

-By mailing to the address noted herein by regular mail, certified mail with return receipt requested (notice shall be effective on the date of mailing); or

-By facsimile transmission and said notice shall be effective as of the date and time of transmission (business hours shall be 8:30 am to 6:30 pm central standard time) and any signatures there on shall be deemed original signatures.

7. DOCUMENTS FROM OWNER: The Tollway agrees to prepare the Temporary Easement in conjunction with the Seller's attorney. The Owner agrees to timely execute any and all documents necessary to cause the timely transfer of the Property Interest to the Tollway in accord with this contract.

8. OWNER REPRESENTATIONS: Owner represents and warrants to the following to the best of Owner's actual knowledge and without any independent investigation:

(a) No knowledge of any boundary line or easement disputes or claims affecting the real estate;

(b) Owner has full and absolute title to, and the unconditional authority to grant easements over, across and through the Property;

(c) There are no other contracts, agreements, arrangements or contractual obligations of any kind entered into by Owner, its agents, representatives or attorneys pertaining to or affecting the Property which would impact this agreement;

- (d) There are no written or oral leases with respect to any portion of the Property Interest, nor are there any tenants or parties in possession or with any rights of possession, including licenses, in respect to any portion of the Property that would impact this agreement;
- (e) There is no action or proceeding pending against Owner concerning the Property Interest and no such action or proceeding is anticipated or threatened; and
- (f) All mortgages, all real estate taxes due and payable, all assessments, if any are and shall be kept current. All insurance policies covering or relating to the Property or the operation or use thereof will be kept, and have been kept, in full force and effect, at Owner expense until the date of closing.

9. In the event Property is held in Trust, the Owner agrees to execute any and all documents necessary to cause the Trustee to timely transfer Property to the Tollway in accord with this contract. All Trustee fees in connection therewith shall be paid by Owner.

10. At the option of the Tollway, the acquisition of Property may be closed in escrow with its Title Insurance Vendor or any other escrow company selected by the Tollway; the terms of said escrow to be consistent with this contract. The Tollway shall pay all escrow charges, title charges, closing costs, recording fees, title insurance costs and any other fees related to or arising out of this agreement and the transaction contemplated herein.

11. The agreed upon compensation to be paid hereunder as provided in Paragraph 3 shall be due and payable to Owner at the time of closing.

12. The Tollway and its representatives shall have reasonable rights to inspect Owner's property and improvements thereon and all personal property to be transferred, prior to closing.

13. The total agreed upon compensation to be paid hereunder constitutes fair and just compensation for the purchased interest in the Property.

14. Nothing herein shall be construed to grant the Owner or any of its tenants the right to interfere with the rights associated with the grant of Easement beyond the date established herein for delivery of the Temporary Easement, and the Tollway shall have the additional right to take any action available at law or in equity to acquire its Temporary Easement. If the Tollway is required to initiate legal proceedings to obtain the Temporary Easement after the scheduled date for delivery of the Temporary Easement, Owner shall also pay the Tollway all reasonable costs, fees and expenses, including attorney's fees, incurred in connection with such legal proceedings.

15. Time is of the essence of this contract.

16. Owner shall disclose any and all ownership interest. This shall be done by completing and executing the attached Ownership Affidavit. All ownership interests shall be disclosed (eg. Individual, beneficial interest, trust, partnership, corporation or other entity) to comply with the provisions 605 ILCS 10/9.12.

17. This Contract for the sale of Owner's interest in Property, when duly accepted and executed by Owner and the Tollway, shall constitute the entire agreement between the parties with regards to the subject matter herein, with neither party relying upon any statement or representation made by the other, and not contained herein. There are no other agreements, terms or conditions, either oral or written, between Owner and the Tollway related to the Temporary Easement.

**18.** Headings. The headings, captions, and numbering system used in this Agreement are used only as a matter of convenience and may not be considered in interpreting the provisions of the Agreement

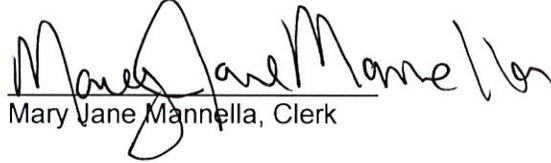
**19.** Binding Effect. All of the provisions of this Agreement shall be binding upon the legal representatives, heirs, devisees, successors, and assigns of all parties hereto. If the Owner is a land trustee, the persons holding the power to direct the trustee, shall direct the trustee to execute this Agreement.

**20.** Exhibits Attached:       Legal Description Exhibit A  
Check applicable or strike       W9 Form(s) must be attached  
                                                  Ownership Affidavit: must be attached  
                                                  Exhibit B: Form Temporary Easement  
                                                  Addendum/Rider: Yes \_\_\_\_\_ No \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have hereunto affixed their hands and seals, this \_\_\_\_ day of August, 2018

THE VILLAGE OF WILLOW SPRINGS

  
John M. Carpino Mayor

  
Mary Jane Mannella, Clerk

**BUYER:**

**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

\_\_\_\_\_  
Chief Engineering Officer

\_\_\_\_\_  
Executive Director or Chief Operating Officer

**DISCLOSURE OF OWNERSHIP AFFIDAVIT – TEMPORARY EASEMENT**

TOLLWAY PARCEL NUMBER: TW-3A-16-005.T

**Instructions.** Each holder of any beneficial interest in the land, including without limitation beneficial interests in a land trust, must be disclosed, including both individuals and other entities. If any beneficial interest is held by an entity, other than an entity whose shares are publicly traded, and not by an individual, then all of the holders of any beneficial interest in that entity must be disclosed. This requirement continues at each level of holders of beneficial interests until all beneficial interests of all individuals in all entities, other than entities whose shares are publicly traded, have been disclosed. If this is a negotiated agreement, this disclosure must be filed with the Tollway contemporaneously with the execution of the agreement.

The undersigned, pursuant to the requirements of 605 ILCS 10/9.12, discloses and represents under oath the following:

Title to the parcel is held in:

**Individual**       **Corporation**       **Limited liability company**       **Partnership**  
 **Beneficial Interest**       **Trust**       **Land trust**       **Other Entity**

<u>Name and Address of each individual/entity</u>	<u>Description of Interest</u>	<u>Percentage of Interest</u>
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The undersigned states under oath and penalty of perjury that the foregoing disclosure of those having the above stated ownership interest in said parcel is true and complete.

Further Affiant sayeth naught.

By: \_\_\_\_\_  
(signed)

Print Name:

Entity:

Title:

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**For Land Trusts, this Affidavit must be executed by the individual holding the greatest percentage of beneficial interest in the land.**

605 ILCS 10/9.12

Sec. 9.12. Land disclosure requirements.

(a) Disclosure required. The Authority may not enter into any agreement or understanding for the use or acquisition of land that is intended to be used or acquired for toll highway purposes unless full disclosure of all beneficial interests in the land is made under this Section.

(b) Condemnation proceedings. If the Authority commences condemnation proceedings to acquire land that is intended to be used or acquired for toll highway purposes, the holders of all beneficial interests in the land must make full disclosure under this Section unless the court determines that the disclosure would cause irreparable harm to one or more holders of a beneficial interest.

(c) Beneficial interests. Each holder of any beneficial interest in the land, including without limitation beneficial interests in a land trust, must be disclosed, including both individuals and other entities. If any beneficial interest is held by an entity, other than an entity whose shares are publicly traded, and not by an individual, then all the holders of any beneficial interest in that entity must be disclosed. This requirement continues at each level of holders of beneficial interests until all beneficial interests of all individuals in all entities, other than entities whose shares are publicly traded, have been disclosed.

(d) Written statement. Disclosure must be made by a written statement filed (i) with the Authority contemporaneously with the execution of the agreement or understanding or (ii) in the case of a condemnation proceeding, with the Authority and the court within a time period ordered by the court. Each individual and entity must be disclosed by name and address and by a description of the interest held, including the percentage interest in the land held by the individual or entity. The statement must be verified, subject to penalty of perjury, by the individual who holds the greatest percentage of beneficial interest in the land.

(e) Recordation. The Authority must file the statement of record with the recorder of each county in which any part of the land is located within 3 business days after the statement is filed with the Authority.

(f) Agreements and understandings void. Any agreement or understanding in violation of this Act is void.

(g) Penalty. A person who knowingly violates this Section is guilty of a business offense and shall be fined \$10,000.

(h) Other disclosure requirements. The disclosure required under this Act is in addition to, and not in lieu of, any other disclosure required by law.

(Eff. 8-2-02.)

## EXHIBIT 'A'

ROUTE: TRI-STATE TOLLWAY (I-294)  
SECTION: 3A  
COUNTY: COOK  
JOB NO.: RR-14-4221  
PARCEL: TW-3A-16-005.01T  
STATION: 1107+03.38 TO 1108+04.75  
OWNER: THE VILLAGE OF WILLOW SPRINGS  
PIN: NONE ASSIGNED

### LEGAL DESCRIPTION

THAT PART OF RUST TRAIL AS ESTABLISHED BY THE PLAT OF DINEFF'S FOREST VIEW, BEING A SUBDIVISION OF ALL THAT PART OF THE WEST HALF OF SECTION 27, ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 34, AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, ALL IN TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MAY 10, 1948 AS DOCUMENT NUMBER 14310191 IN COOK COUNTY, ILLINOIS RECORDER'S OFFICE, BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATES, EAST ZONE, NAD83 (2011 ADJUSTMENT), ALL DISTANCES ARE GRID, ALL AREAS ARE GROUND, COMBINATION FACTOR = 1.000030485, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF LOT 5 IN BLOCK 6 OF SAID SUBDIVISION, ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RUST TRAIL, 60.04 FEET SOUTHEASTERLY OF THE NORTHEASTERLY CORNER OF SAID LOT 5, ALSO BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF I-294 PER CASE 58 S 8766; THENCE NORTH 40 DEGREES 42 MINUTES 43 SECONDS WEST ON SAID SOUTHWESTERLY RIGHT OF WAY LINE, 15.52 FEET; THENCE SOUTH 81 DEGREES 07 MINUTES 57 SECONDS EAST, 101.79 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID RUST TRAIL; THENCE SOUTH 40 DEGREES 42 MINUTES 43 SECONDS EAST, ON SAID NORTHEASTERLY RIGHT OF WAY LINE, 7.98 FEET; THENCE SOUTH 49 DEGREES 17 MINUTES 17 SECONDS WEST, 66.00 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID RUST TRAIL; THENCE NORTH 40 DEGREES 42 MINUTES 43 SECONDS WEST. ON SAID SOUTHWESTERLY RIGHT OF WAY LINE, 69.96 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.071 ACRES (3,084 SQUARE FEET), MORE OR LESS.

**EXHIBIT 'B'**

**TEMPORARY CONSTRUCTION  
EASEMENT**

**THIS INDENTURE WITNESSETH,** that the Grantors, **The Village of Willow Springs**, a municipal corporation of the State of Illinois with an office at One Village Circle, Willow Springs, IL 60480, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged, hereby grants the right, easement and privilege to enter upon the property commonly known as Parcel Number TW-3A-16-005.01T and legally described on Exhibit "A" attached hereto and made a part hereof unto **The Illinois State Toll Highway Authority** (hereafter "Authority"), its agents, employees or contractors for toll highway purposes, including but not limited to improving the **Interstate 294** and related improvements.

The right, easement and privilege granted herein shall terminate on the \_\_\_\_\_ or upon the completion of the aforementioned improvement project, whichever is the sooner. Additionally, for and in consideration of this grant of temporary easement, Authority does by the acceptance hereof agree to pay for and restore any damages to adjacent property owned by Grantor caused in connection with the use of the aforementioned property and to restore the said easement property to its condition, as it existed prior to the construction, promptly following completion of the aforementioned improvement.

Property Address: Rust Trail @ I-294 right-of-way, Willow Springs, Illinois 60480

PIN(S):

