



AGENDA

PLANNING AND ZONING COMMITTEE

Planning and Zoning Committee: February 6, 2025 at 7:15 PM
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. January 16, 2025

C. Public Comment

D. Considerations

1. 2025 Official Zoning Map: Committee review, discussion, and recommendation
2. Timber Trails Subdivision, Sidewalk and Public Utility Easements for Lots 222, 223, 274, 275, and 276: Committee review, discussion, and recommendation
3. French Market - Sixth Addendum to the Market License Agreement Between the Village of Western Springs and Bensidoun USA, Inc. Relative to Operation of a French Market in the Village (Extended term: February 24, 2025, to December 31, 2028): Committee review, discussion, and recommendation

E. New Business

F. Other Business

G. Adjournment

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact Jill Izzo at 708-246-1800, extension 127.

Planning and Zoning Committee
Village Board Room
Thursday, January 16, 2025, 7:00 p.m.

Present: Chairman Phil Nawrocki
Member Jim Tyrrell
Ellen Baer, Village Manager
Heather Valone, Community Development Director
Jeff Koza, Director of Engineering Services
Kelsey Fawell, Senior Planner
John Barry, McNaughton Development, LLC
Javier Millan, KLOA, Inc.
Joe Maschek, BSB Design, Inc.
Scott Schnieder, DesignTek Engineering, Inc.

Call to Order: Chairman Nawrocki called the meeting to order at 7:00 pm.

Approval of Minutes: Member Tyrrell made a motion to approve the meeting minutes for January 9, 2025. Chairman Nawrocki seconded the motion to approve. A voice vote was conducted, and the minutes were approved with both Trustees voting aye.

Public Comment:

Chairman Nawrocki stated that this portion of the meeting is for public comment. If a member of the public was present to comment on the 5600 Wolf Road application they can do so later in the agenda where the item is being discussed. If someone was present to speak on another topic should speak now. There were no public comments.

PC-2024-02 – A Comprehensive Plan Amendment to the Long-Range Land Use Map, Conditional Use for a Planned Development, Variations, and Subdivision – 5600 Wolf Road, McNaughton Development, LLC

John Barry of McNaughton Development, LLC, the Applicant, provided a presentation summarizing the application. The presentation included a brief overview of the proposed site plan, engineering plan and improvements, proposed architecture, and floor plans. Director Valone then provided a summary of the application PC-2024-02 at 5600 Wolf Road and its process, as well as discussed the plans recommended for approval by the Plan Commission. Director Koza provided a summary of the existing and proposed stormwater facilities proposed on the site, and engineering components. Chair Nawrocki asked questions of both the Applicant and staff related to proposed stormwater management on the site and flooding issues near to the site, the proposed number of household occupants and their impacts on schools and traffic, proposed development signage and the development's number of requested relief from the code. Trustee Tyrrell asked questions related to potential construction impacts, routing, and phasing, proposed impervious surface on the site and proposed stormwater improvements to the site.

Chairman Nawrocki asked if there were any members of the public who wished to provide public comment on the matter.

Deb David of 903 Place provided comments related to stormwater management and the development's potential impacts to nearby properties. Ms. David has experienced flooding issues at her property and has concerns of this development's impacts potential impacts in the future. Ms. David also expressed concerns at the proposed number of units on the site.

George Rodgers provided comment stating concerns with potential stormwater impacts of the project. Mr. Rodgers explained that he has experienced flooding issues at his property and within the surrounding neighborhood. Mr. Rodgers expressed the importance that stormwater impacts are closely evaluated, and that the site be used to make improvements to stormwater facilities when available.

Renee Rowley stated concerns about the proposed development's potential impacts on home values in the surrounding area, due to the proposed building heights. Ms. Rowley also questioned potential lighting impacts from the proposed development homes onto neighboring properties. Ms. Rowley also expressed concerns related to stormwater issues and proposed density, as well as the development's proposed street and guest parking. Ms. Rowley also stated the importance of the proposed development having a secure construction site with fencing to avoid trespassers.

Jim Kaiser provided comments related to flooding concerns experienced in the neighborhood.

Anthony J Parrino provided comments related to flooding issues, emphasizing the importance the project is adequately reviewed to stormwater concerns. Mr. Parrino asked questions of Village Attorney Mike Jurusik and Village Engineer Jeff Koza related to proposed stormwater facilities. Mr. Parrino stated that smaller housing types with elevators, as the development proposes, are a much needed addition to the Village. Mr. Parrino expressed concerns with fire truck access to the development, and also stated the proposed gate in the development is a good safety measure. Mr. Parrino stated that while there may be concerns with issues about guest parking, the development shouldn't be delayed. Mr. Parrino stated the development should provide valuable tax revenue to the Village.

Renee Rowley provided additional comments related to the potential pricing of the homes and development. Ms. Rowley also stated concerns of the potential of residents of and visitors to the development parking on Park Place.

Chairman Nawrocki stated that the Planning and Zoning Committee's vote on this matter will not be in favor of or against the development, only whether or not to advance the item onto the Village Board of Trustees for their review and discussion.

Member Tyrell made a motion to advance application PC 2024-02 at 5600 Wolf Road onto the Village Board of Trustees for their review and discussion at their upcoming January 27 meeting. Chairman Nawrocki seconded the motion to approve. Director Valone then conducted a roll call, with Chairman Nawrocki responding "Aye" and Member Tyrrell also responding "Aye."

General updates and future meeting: If there are eligible applications for review, the next Planning and Zoning meeting will be February 6 at 7:15pm.

Other Business: There is no other business to discuss this evening.

Adjournment: Trustee Tyrell made a motion to adjourn the meeting. Chairman Nawrocki seconded

the motion. A voice vote was conducted with both Trustees voting aye. Meeting is adjourned at 8:48 p.m.

Draft



AGENDA ITEM SUMMARY

PLANNING AND ZONING COMMITTEE

Planning and Zoning Committee: February 6, 2025

AGENDA ITEM D.1.

To: Planning and Zoning Committee

From: Heather Valone, Director of Community Development

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney

RE: 2025 Official Zoning Map: Committee review, discussion, and recommendation

Recommendation

Consider a recommendation to approve the 2025 Official Zoning Map.

Summary

The Village of Western Springs's Community Development Department has prepared the 2025 Official Zoning Map for review and recommendation by the Planning & Zoning Committee and for adoption by the Corporate Authorities. The Illinois Municipal Code 65 ILCS 5/11-13-19 requires that a municipality adopt and publish a new zoning map on an annual basis by March 31st of each year. The published zoning map should include and acknowledge existing zoning, boundary changes (i.e. annexations), zoning map amendments, and subdivisions that have been approved the preceding year.

Sec. 11-13-19. Except as otherwise provided in this section, the corporate authorities shall cause to be published no later than March 31 of each year a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of such municipality for the preceding calendar year. The first map published in 1960 shall reflect all zoning uses, divisions, restrictions, regulations and classifications in effect on and prior to December 31, 1959. If in any calendar year after the first map is published, there are no changes in zoning uses, divisions, restrictions, regulations and classifications in such municipality, no map shall be published for such calendar year. The map published by the corporate authorities shall be the official zoning map. The corporate authorities may establish a fee charged any person desiring a copy of such map. Such fee shall be paid to the appropriate zoning officer and shall be applied to defray the cost of publication of the official map.

For clarification purposes, any changes being incorporated into the official zoning map have already received Plan Commission and/or Board of Zoning Appeals recommendations and have also been authorized, approved and adopted by the Corporate Authorities. There is no express legal requirement that the Plan Commission review the zoning map, but staff believes that it is prudent that the Planning & Zoning Committee be included in this process because of their advisory role.

Although the Village has had no changes to the zoning map in the last calendar year, the Village is still required to update the date and republish the map. Attachment 1 contains the current zoning map. No action from the Committee or the Village Board is required. The map only requires review before staff will ask the Village President and Clerk to sign the map. The updated map will then be posted on the Village's website. Note that this requirement is only for the static zoning map (via PDF), the Village's interactive zoning map is updated in real time as zoning changes are approved by the Village Board.

If the Planning & Zoning Committee concurs with the 2025 Official Zoning Map, a motion can be made to recommend approval and advancement of the map for full Village Board consideration at their workshop meeting on February 10, 2025. The draft ordinance for adoption of the 2025 Official Zoning Map is attached.

Attachments

1. Draft Map - 2025 Village of Western Springs Zoning Map Dated January 10, 2025
2. Draft Ordinance - An Ordinance approving an updated version of the Village of Western Springs Official Zoning Map pursuant to Sections 11-12-6, 11-12-7 and 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-12-6, 11-12-7 And 11-13-19) and Section 10-5-3 (Zoning Map) of the Western Springs Municipal Code

Financial Impact

None.

Recommended Motion

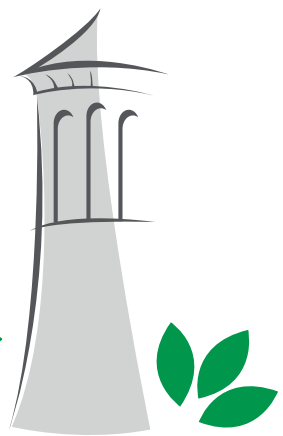
I move to recommend to the Village Board the review and discussion of the 2025 Official Zoning Map.

Strategic Plan Alignment

Economic Development.

File Attachments

1. Draft Map
2. Draft Ordinance



2025 Official Zoning Map

DRAFT



0 250 500 1,000 1,500 2,000 2,500
Feet

ADOPTED BY THE VILLAGE OF WESTERN SPRINGS

Date 1/10/2025

Village President

ATTEST:

Deputy Village Clerk

(SEAL)

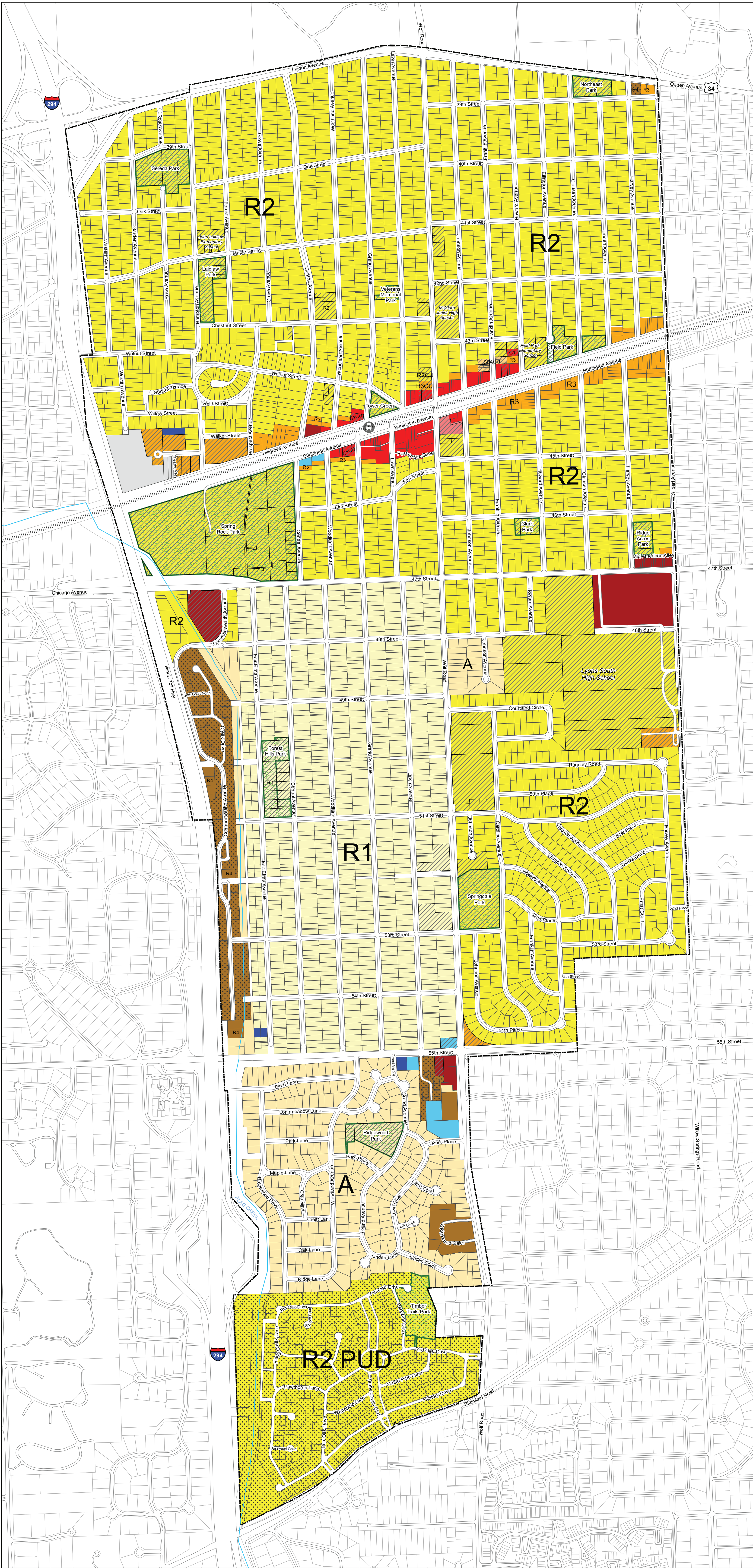
DISCLAIMER: This drawing is neither a legally recorded map nor a survey, and is not intended to be used as such. This drawing is a compilation of records, information and data located in various village, county and state offices, and other sources, affecting the land area displayed and is to be used for reference purposes only. The Village of Western Springs shall not be responsible for any inaccuracies herein contained. If discrepancies are found, please contact the Western Springs Community Development Department.

Legend

- C1 *village center - commercial district*
- C2 *community shopping district*
- MXD *mixed use commercial - residential district*
- ORI *office research and limited industrial district*
- O *limited office district*
- A *single family residence*
- R1 *single family residence*
- R2 *single family residence*
- R2PUD *residential planned unit development*
- R3 *two-family residence*
- R4 *multi-family residence*
- R4PUD *residential planned unit development*
- SFA *single family attached residence*
- MGL *municipal and governmental land district*
- CU *existing conditional use (refer to Community Development Dept. for more information)*

parks

corporate limits



ORDINANCE NO. 25-_____

VOTE:

AYES:

NAYS:

ABSTAIN:

DATE: February 24, 2025.

OTHER: Published in pamphlet form.

**AN ORDINANCE APPROVING AN UPDATED
VERSION OF THE VILLAGE OF WESTERN
SPRINGS OFFICIAL ZONING MAP PURSUANT TO
SECTIONS 11-12-6, 11-12-7 AND 11-13-19 OF
THE ILLINOIS MUNICIPAL CODE (65 ILCS 5/11-
12-6, 11-12-7 AND 11-13-19) AND SECTION 10-
5-3 (ZONING MAP) OF THE WESTERN SPRINGS
MUNICIPAL CODE.**

WHEREAS, pursuant to Sections 11-12-6, 11-12-7 and 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-12-6, 11-12-7 and 11-13-19) and Section 10-5-3 (Zoning Map) of the Development Control Ordinance of the Western Springs Municipal Code ("DCO"), the President and Board of Trustees of the Village of Western Springs (the "Village Board") desire to approve and adopt an updated version of the Official Zoning Map consisting of the entire land area located within the corporate boundaries of the Village of Western Springs, as described in the Comprehensive Land Use Plan approved by the Corporate Authorities under Ordinance No. 03-2226 on February 24, 2003, as amended by Ordinance No. 11-2643 dated August 22, 2011 (the "2011 Western Springs Downtown Redevelopment Plan") and by Ordinance No. 22-3074 dated April 25, 2022, as part of the adoption of the "2022 Land Use Plan Amendments", and which contains all of the map amendments, conditional use permits and planned unit developments that have been approved since the last time the Official Zoning Map was updated. A copy of the updated Official Zoning Map dated January 10, 2025 is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, in accordance with 65 ILCS 5/11-12-6, the attached Official Zoning Map contains or incorporates by reference the standard requirements of the municipality relating to size of streets, alleys, public ways, parks, playgrounds, school sites, other public grounds, and ways for public service facilities; the kind and quantity of materials which shall be used in the construction of streets and alleys; and the kind and quality of materials for public service facilities as may be consistent with Illinois Commerce Commission or industry standards, and the standards required for drainage and sanitary sewers, and collection and treatment of sewage. The Official Zoning Map is drawn to scale, is reasonably accurate, and shows the north point, section lines and numbers, and streams, all of which are incorporated into this Ordinance; and

WHEREAS, at a public meeting held on February 6, 2025, the Planning and Zoning Committee (the "Committee") reviewed and discussed the attached version of the Official Zoning Map and received input from the Village staff and provided an opportunity for public input, and then recommended that the Official Zoning Map be approved by the Village Board so that it can be placed with the Village Clerk's Office and made available to the public for inspection and photocopying; and

WHEREAS, at public meetings held on February 10, 2025 and February 24, 2025, the Village Board reviewed and discussed the attached version of the Official Zoning Map as well as considering the input of Village staff and the recommendation of the Committee with regard to the approval of the Official Zoning Map, and provided an opportunity for public input on the updated Official Zoning Map; and

WHEREAS, pursuant to Sections 11-12-6, 11-12-7 and 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-12-6, 11-12-7 and 11-13-19) and Section 10-5-3 (Zoning Map) of the DCO, the President and Board of Trustees of the Village of Western Springs desire to approve the attached version of the Official Zoning Map for the Village of Western Springs.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. Incorporation. The above recitals are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

SECTION 2. Authority. Pursuant to Sections 11-12-6, 11-12-7 and 11-13-19 of the Illinois Municipal Code (65 ILCS 5/11-12-6, 11-12-7 and 11-13-19), the **Official Zoning Map dated January, 10, 2025**, attached hereto as **Exhibit "A"** and made a part hereof, is approved and established as the "Official Zoning Map" for the Village of Western Springs, and shall serve as the "Official Zoning Map" referenced in Section 10-5-3 (Zoning Map) of the Western Springs Municipal Code and throughout other sections of the Code.

SECTION 3. Repealer. All previously adopted Ordinances, approving prior versions of the Official Zoning Map, are repealed, with the "Official Zoning Map" attached hereto as **Exhibit "A"** superseding and taking the place of any Official Zoning Maps attached to said repealed ordinances.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois at a Regular Meeting thereof, held on the 24th day of February, 2025 and approved by me as President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

This Ordinance was published by me in pamphlet form on the ____ day of February, 2025.

Edward Tymick, Village Clerk

Exhibit "A"

**Official Zoning Map
dated January 10, 2025**

(attached)

DRAFT

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that attached hereto is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NUMBER 25-_____

AN ORDINANCE APPROVING AN UPDATED VERSION OF THE VILLAGE OF WESTERN SPRINGS OFFICIAL ZONING MAP PURSUANT TO SECTIONS 11-12-6, 11-12-7 AND 11-13-19 OF THE ILLINOIS MUNICIPAL CODE (65 ILCS 5/11-12-6, 11-12-7 AND 11-13-19) AND SECTION 10-5-3 (ZONING MAP) OF THE WESTERN SPRINGS MUNICIPAL CODE

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 24th day of February, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 24th day of February, 2025.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Western Springs was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Western Springs, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the attached 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 Western Springs, this __ day of February, 2025.

Edward Tymick, Village Clerk

SEAL



AGENDA ITEM SUMMARY

PLANNING AND ZONING COMMITTEE

Planning and Zoning Committee: February 6, 2025

AGENDA ITEM D.2.

To: Planning and Zoning Committee

From: Heather Valone, Director of Community Development

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney, Kelsey Fawell, Senior Planner

RE: Timber Trails Subdivision, Sidewalk and Public Utility Easements for Lots 222, 223, 274, 275, and 276: Committee review, discussion, and recommendation

Recommendation

Consider a recommendation to approve the sidewalk and public utility easements for lots 222, 223, 274, 275, and 276 in the Timber Trails Subdivision.

Summary

On March 21, 2005, the Village Board approved Ordinance 05-2335 annexing the property known as the Timber Trails Country Club into the Village; Resolution No. 05-1858 which approved an annexation agreement for the subject property; Ordinance 05-2336 rezoning the property; and Ordinance 05-2337 which granted a conditional use permit for a planned development for the construction of a 338 unit mixed use single family residential development (Timber Trails Subdivision). The Timber Trails Subdivision also included amenities including open space areas, tree conservation areas, a five acre park site, tennis courts, tot lot parks, storm water detention facilities, and a pedestrian circulation system. The pedestrian circulation system is comprised of a system of eight foot sidewalks / walkways generally behind and within the yards of the single family lots. The sidewalks / walkways are located within common areas (outlots) and are also located on private property.

On October 25, 2010, the Village Board approved Resolution 10-2111 (Attachment 1) approving sidewalk and public utility easements and related plats of sidewalk easements and public utility easements for lots 222 (5922 Timber Trails Boulevard), 223 (1100 White Pine Lane), 274 (5923 Timber Trails Boulevard), 275 (5922 Timber Trails Boulevard), and 276 (5919 Timber Trails Boulevard). The resolution established easements on the five single family lots for sidewalks on these private properties. In 2010, all five lots were still under a single ownership of the developer for the Timber Trails Subdivision. At the time of the 2010 approvals the developer was Real Property Holding-Western Springs, IL, LLC.

However, the plats were not fully executed or recorded with Cook County. As such the sidewalks were constructed on these five lots without proper easements. Additionally, all five lots have been sold to individual property owners. Without easements, the homeowner's

association for the Timber Trails subdivision does not have the ability to maintain these sidewalks. Additionally, certain aspects of the sidewalk impact the property owner due to the absence of an easement. This is similar to the easement that was approved by the Village Board on November 11, 2024, via Ordinance No. 24-3222 for lot 95 (5904 Juniper Court).

Village staff and the Village Attorney have updated the documents accordingly and drafted a resolution (Attachment 2) to resolve the matter.

Attachments

1. Resolution No. 10-2111 - A Resolution approving Public Sidewalk Easement and Public Utility Easement Agreement and Related Plats of Sidewalk Easements and Public Utility Easements for Lots 15, 16, 17, 222 of Unit 1 and Lot 223 of Unit 2 within the Timber Trails Subdivision.
2. Draft Resolution- A Resolution approving Public Sidewalk Easement and Public Utility Easement Agreements and Related Plats of Sidewalk Easements and Public Utility Easements for Lots 274, 276, 222 and 275 Of Unit 1 and Lot 223 of Unit 2 within the Timber Trails Subdivision.

Financial Impact

None.

Recommended Motion

I move to recommend to the Village Board the review and discussion of the sidewalk and public utility easement for lots 222, 223, 274, 275, and 276 in the Timber Trails Subdivision.

Strategic Plan Alignment

None.

File Attachments

1. Resolution No. 10-2111
2. Draft Resolution

RESOLUTION NO. 10-2111

VOTE: Passed on a roll call vote.

Voting aye: Trustees Horvath, Lyons,

Maragos, Buell, Dahl and Glowiak.

Voting nay: None.

DATE: October 25, 2010

OTHER:

**A RESOLUTION APPROVING PUBLIC
SIDEWALK EASEMENT AND PUBLIC
UTILITY EASEMENT AGREEMENTS
AND RELATED PLATS OF
SIDEWALK EASEMENTS AND
PUBLIC UTILITY EASEMENTS FOR
LOTS 15, 16, 17 AND 222 OF UNIT 1
AND LOT 223 OF UNIT 2 WITHIN THE
TIMBER TRAILS SUBDIVISION.**

WHEREAS, the Village President and Board of Trustees of the Village of Western Springs have requested from the current owners of the Timber Trails Subdivision that two (2) sidewalk easements and related public utility easements be created within the Timber Trails Subdivision to more fully complete the interconnection of the eight (8.00) foot wide asphalt public sidewalk that is also referred to as the “Pedestrian Circulation System” in the Annexation Agreement for the Timber Trails Subdivision entered into between the Village of Western Springs and Western Springs One, LLC (the former owner of Timber Trails Subdivision) on March 21, 2005. The Pedestrian Circulation System is a recreational amenity for the Western Springs community and is used as a means of pedestrian travel within the Timber Trails Subdivision; and

WHEREAS, Real Property Holding-Western Springs, IL, LLC, a Delaware limited liability company (the “Unit 1 Owner” or “Unit 1 Grantor”), is the current owner of the unsold lots and dedicated open space within Unit 1 of the Timber Trails Subdivision. Real Property Holding-Western Springs, IL, Phase 2, LLC, a Delaware limited liability company (the “Unit 2 Owner” or “Unit 2 Grantor”), is the current owner of the unsold lots and dedicated open space within Unit 2 of the Timber Trails Subdivision; and

WHEREAS, the Unit 1 Owner and the Unit 2 Owner have agreed to create the two (2) sidewalk easements and related public utility easements within the Timber Trails Subdivision to more fully complete the interconnection of the Pedestrian Circulation System as requested by the Village; and

WHEREAS, pursuant to the authority to create easements within the Timber Trails Subdivision that are necessary to support the development as set forth in Section 12 of the Annexation Agreement, the following documents have been prepared and reviewed by the Village, the Unit 1 Owner and the Unit 2 Owner relative to the creation of the two (2) sidewalk easements and related public utility easements referenced above:

1. PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 222 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 222 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "A"** and made a part hereof.
2. PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 15 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 15 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "B"** and made a part hereof.
3. PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 16 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 16 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "C"** and made a part hereof.
4. PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 17 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 17 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "D"** and made a part hereof.
5. PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 223 IN UNIT 2 OF TIMBER TRAILS SUBDIVISION AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 223 IN UNIT 2 OF TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "E"** and made a part hereof.

WHEREAS, on October 11 and 25, 2010, pursuant to notice as required by State law, the Village President and Board of Trustees of the Village of Western Springs held public meetings at which they considered the approval of the attached Easement Agreements and related Plats of Easement, and have determined that approval of the attached Easement Agreements and related Plats of Easement would be in the best interests of the Village, the residents of the Timber Trails Subdivision and the public; and

WHEREAS, in accordance with the authority set forth in Section 12 of the Annexation Agreement and 65 ILCS 5/11-15-1 (Approval of Maps and Plats; Prerequisite to Recording), the Village President and Board of Trustees of the Village of Western Springs approve the attached Easement Agreements and related Plats of Easement.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, 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 Village President and Board of Trustees of the Village of Western Springs approve the attached documents:

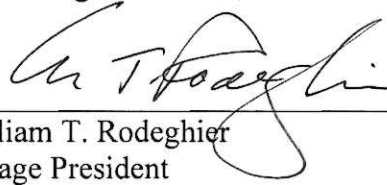
1. PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 222 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 222 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "A"** and made a part hereof.
2. PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 15 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 15 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "B"** and made a part hereof.
3. PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 16 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 16 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "C"** and made a part hereof.
4. PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 17 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 17 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "D"** and made a part hereof.
5. PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 223 IN UNIT 2 OF TIMBER TRAILS SUBDIVISION AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 223 IN UNIT 2 OF TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "E"** and made a part hereof.

The Village President and Board of Trustees of the Village of Western Springs authorize and direct the Village President, Village Clerk, Village Collector, Village Engineer and any other necessary Village official, or their designees, to sign the attached Easement Agreements and related Plats of Easement so that they can be filed with the Office of the Cook County Recorder of Deeds.

SECTION 3: A certified copy of this Resolution and the original of the attached Easement Agreements and related Plats of Easement shall be recorded with the Office of the Cook County Recorder of Deeds by the Village after all of the required signatures are placed on the documents.

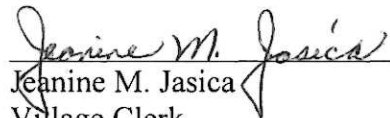
SECTION 4: This Resolution shall take effect from and after its adoption and approval.

PASSED by the Village President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, on a roll call vote at a Regular Meeting thereof, held on the 25th day of October, 2010, and approved by me as Village President, and attested by the Village Clerk on the same day.



William T. Rodeghier
Village President

ATTEST:



Jeanine M. Jasica
Village Clerk

EXHIBIT "A"

PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
AGREEMENT FOR LOT 222 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION AND
PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 222 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION

(attached)

**THIS DOCUMENT WAS
PREPARED BY:**

Michael T. Jurusik, Esq.
Klein Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606-2903

Record Against PIN:
18-18-409-001

**AFTER RECORDING
RETURN TO:**
Recorder's Box 324
(MTJ)

**PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR
LOT 222 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that Real Property Holding-Western Springs, IL, LLC, a Delaware limited liability company (hereinafter "Grantor" or "Owner"), for good and valuable consideration, the receipt of which is acknowledged, GRANTS, RESERVES, CONVEYS, ASSIGNS AND QUIT CLAIMS to the Village of Western Springs, an Illinois municipal corporation, Cook County, Illinois, a permanent and perpetual public sidewalk easement and public utility easement, which are legally described below, consisting of a five (5.00) foot wide strip of land that is located in the south side yard and is adjacent to and extends along the southwesterly lot line of the below-described property, as shown on the PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 222 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION, an executed copy of which is attached hereto as **EXHIBIT "A"** and made a part hereof, for the purposes set forth below under "Easement Purpose and Terms" in, on, upon, over, through, across and under a portion of the real property legally described as follows:

INSERT LEGAL

(hereinafter the "Easement Area")

ADDRESS: 5922 Timber Trails Blvd., Western Springs, Illinois

PIN: 18-18-409-001

Easement Purpose and Terms:

1. **Purpose.** The purpose of the five (5.00) foot wide public sidewalk easement is to allow for the construction, installation, maintenance, repair, replacement and operation of a portion of an eight (8.00) foot wide asphalt public sidewalk that is also referred to as a "Pedestrian Circulation System" (as defined in the Annexation Agreement for the Timber Trails Subdivision entered into between the Village of Western Springs and Western Springs One, LLC on March 21, 2005 and recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0508203048 (hereinafter "Annexation Agreement") and the Community Declarations for the Timber Trails Subdivision recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0703334023, as amended, (hereinafter "Declaration")), within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto. The Easement Area shall also afford access to contractors to perform work on the Pedestrian Circulation System and to the public who use the Pedestrian Circulation System as a recreational amenity and as a means of pedestrian travel. The purpose of the five (5.00) foot wide public utility easement is to allow for the construction, installation, maintenance, repair, replacement and operation of public utilities (electric lines, wires, conduit and light standards, poles and fixtures) within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto, including access by contractors who perform work on the public utilities.
2. **Covenant That Runs With the Land.** The public sidewalk easement and public utility easement rights, conditions and other obligations that are set forth herein and granted by this PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 222 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION (hereinafter the "Easement Agreement") and contained in the attached Plat shall be covenants that run with the land even if the above-described real property or any other portion of Timber Trails Subdivision is consolidated, subdivided or all or some portion thereof is sold, leased or otherwise transferred at some future date, unless the Parties mutually consent to the termination or modification of the easements, covenants and conditions and other obligations set forth herein. The easement rights, covenants and conditions and other obligations set forth in this Easement Agreement shall be binding upon and enforceable against all successors in title or interest, grantees, successor owners, representatives, transferees and assigns of the Easement Area, or any portion thereof.
3. **Ownership and Maintenance of the Sidewalk/Pedestrian Circulation System.** Within three (3) months of the effective date of this Easement Agreement, the Owner shall construct the sidewalk and public utilities within the Easement Area, in accordance with the requirements set forth in the Annexation Agreement, so that the improvements are connected into and become part the existing Pedestrian Circulation System. The Owner and then the Homeowners Association shall be responsible for the future maintenance (including snow removal), repair and replacement of the public sidewalk and the public utilities constructed within the Easement Area in accordance with the applicable terms of the Annexation Agreement and the Declaration, even after the conveyance of title of such improvements to the Village. The Owner shall convey title to the completed sidewalk and public utilities to the Village through a plat of dedication and bill of sale in accordance with the applicable provisions of the Annexation Agreement.
4. **No Conveyance of Land.** Nothing in this Easement Agreement shall be construed to constitute a conveyance of fee simple title to the above-described real property, or an acceptance thereof, by the Village.

5. Recording. This Easement Agreement and its Plat shall be filed by the Owner with the Office of the Cook County Recorder of Deeds at the Owner's expense. A copy of the Easement Agreement and Plat with the Recorder's stamp affixed thereto shall be delivered to the Village within thirty (30) days of its filing date.
6. Incorporation. The terms, conditions and obligations set forth in the Annexation Agreement and the Declaration are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the President and Board of Trustees of the Village of Western Springs and the Members of Real Property Holding-Western Springs, IL, LLC have taken the appropriate corporate action to approve this Easement Agreement, the authorized officials of each Party have executed this Easement Agreement, including the attached Plat, and this Easement Agreement becomes effective on the date the last signatory executes his/her signature line below.

GRANTOR / OWNER:
Real Property Holding-Western Springs, IL, LLC,
a Delaware limited liability company

By: _____
Terrence Sands, Managing Member

ATTEST:

Name:
Title: Secretary

Date: _____, 2010

Village of Western Springs,
an Illinois municipal corporation



William T. Rodeghier, Village President

Date: Oct. 25, 2010

ATTEST:



Jeanine M. Jasica, Village Clerk

Date: October 25, 2010

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Terrence Sands is personally known to me to be the Managing Member of Real Property Holding-Western Springs, IL, LLC, a Delaware limited liability company, and also known to me to be the same person whose name is subscribed to the foregoing instrument and as such Managing Member appeared before me this day in person and acknowledged that as such Managing Member he signed and delivered the said instrument pursuant to the authority given by the Members of Real Property Holding-Western Springs, IL, LLC, and as his free and voluntary act, and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2010.

Notary Public

EXHIBIT "A"

**PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 222 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION**

(attached)

FOR PEDESTRIAN PATHWAY

[illegible]

EXHIBIT "B"

PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
AGREEMENT FOR LOT 15 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION AND
PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 15 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION

(attached)

**THIS DOCUMENT WAS
PREPARED BY:**

Michael T. Jurusik, Esq.
Klein Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606-2903

Record Against PIN:
18-18-404-006

**AFTER RECORDING
RETURN TO:**
Recorder's Box 324
(MTJ)

**PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR
LOT 15 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that Real Property Holding-Western Springs, IL, LLC, a Delaware limited liability company (hereinafter "Grantor" or "Owner"), for good and valuable consideration, the receipt of which is acknowledged, GRANTS, RESERVES, CONVEYS, ASSIGNS AND QUIT CLAIMS to the Village of Western Springs, an Illinois municipal corporation, Cook County, Illinois, a permanent and perpetual public sidewalk easement and public utility easement, which are legally described below, consisting of a five (5.00) foot wide strip of land that is located in the north side yard and is adjacent to and extends along the northerly lot line of the below-described property, as shown on the PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 15 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION, an executed copy of which is attached hereto as **EXHIBIT "A"** and made a part hereof, for the purposes set forth below under "Easement Purpose and Terms" in, on, upon, over, through, across and under a portion of the real property legally described as follows:

INSERT LEGAL

(hereinafter the "Easement Area")

ADDRESS: 5923 Timber Trails Blvd., Western Springs, Illinois

PIN: 18-18-404-006

Easement Purpose and Terms:

1. Purpose. The purpose of the five (5.00) foot wide public sidewalk easement is to allow for the construction, installation, maintenance, repair, replacement and operation of a portion of an eight (8.00) foot wide asphalt public sidewalk that is also referred to as a "Pedestrian Circulation System" (as defined in the Annexation Agreement for the Timber Trails Subdivision entered into between the Village of Western Springs and Western Springs One, LLC on March 21, 2005 and recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0508203048 (hereinafter "Annexation Agreement") and the Community Declarations for the Timber Trails Subdivision recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0703334023, as amended, (hereinafter "Declaration")), within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto. The Easement Area shall also afford access to contractors to perform work on the Pedestrian Circulation System and to the public who use the Pedestrian Circulation System as a recreational amenity and as a means of pedestrian travel. The purpose of the five (5.00) foot wide public utility easement is to allow for the construction, installation, maintenance, repair, replacement and operation of public utilities (electric lines, wires, conduit and light standards, poles and fixtures) within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto, including access by contractors who perform work on the public utilities.
2. Covenant That Runs With the Land. The public sidewalk easement and public utility easement rights, conditions and other obligations that are set forth herein and granted by this PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 15 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION (hereinafter the "Easement Agreement") and contained in the attached Plat shall be covenants that run with the land even if the above-described real property or any other portion of Timber Trails Subdivision is consolidated, subdivided or all or some portion thereof is sold, leased or otherwise transferred at some future date, unless the Parties mutually consent to the termination or modification of the easements, covenants and conditions and other obligations set forth herein. The easement rights, covenants and conditions and other obligations set forth in this Easement Agreement shall be binding upon and enforceable against all successors in title or interest, grantees, successor owners, representatives, transferees and assigns of the Easement Area, or any portion thereof.
3. Ownership and Maintenance of the Sidewalk/Pedestrian Circulation System. Within three (3) months of the effective date of this Easement Agreement, the Owner shall construct the sidewalk and public utilities within the Easement Area, in accordance with the requirements set forth in the Annexation Agreement, so that the improvements are connected into and become part the existing Pedestrian Circulation System. The Owner and then the Homeowners Association shall be responsible for the future maintenance (including snow removal), repair and replacement of the public sidewalk and the public utilities constructed within the Easement Area in accordance with the applicable terms of the Annexation Agreement and the Declaration, even after the conveyance of title of such improvements to the Village. The Owner shall convey title to the completed sidewalk and public utilities to the Village through a plat of dedication and bill of sale in accordance with the applicable provisions of the Annexation Agreement.
4. No Conveyance of Land. Nothing in this Easement Agreement shall be construed to constitute a conveyance of fee simple title to the above-described real property, or an acceptance thereof, by the Village.

5. Recording. This Easement Agreement and its Plat shall be filed by the Owner with the Office of the Cook County Recorder of Deeds at the Owner's expense. A copy of the Easement Agreement and Plat with the Recorder's stamp affixed thereto shall be delivered to the Village within thirty (30) days of its filing date.
6. Incorporation. The terms, conditions and obligations set forth in the Annexation Agreement and the Declaration are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the President and Board of Trustees of the Village of Western Springs and the Members of Real Property Holding-Western Springs, IL, LLC have taken the appropriate corporate action to approve this Easement Agreement, the authorized officials of each Party have executed this Easement Agreement, including the attached Plat, and this Easement Agreement becomes effective on the date the last signatory executes his/her signature line below.

GRANTOR / OWNER:
Real Property Holding-Western Springs, IL, LLC,
a Delaware limited liability company

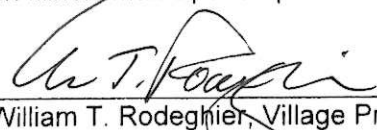
By: _____
Terrence Sands, Managing Member

ATTEST:

Name:
Title: Secretary

Date: _____, 2010

Village of Western Springs,
an Illinois municipal corporation


William T. Rodeghier, Village President

Date: Oct. 25, 2010

ATTEST:


Jeanine M. Jasica, Village Clerk

Date: October 25, 2010

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Terrence Sands is personally known to me to be the Managing Member of Real Property Holding-Western Springs, IL, LLC, a Delaware limited liability company, and also known to me to be the same person whose name is subscribed to the foregoing instrument and as such Managing Member appeared before me this day in person and acknowledged that as such Managing Member he signed and delivered the said instrument pursuant to the authority given by the Members of Real Property Holding-Western Springs, IL, LLC, and as his free and voluntary act, and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

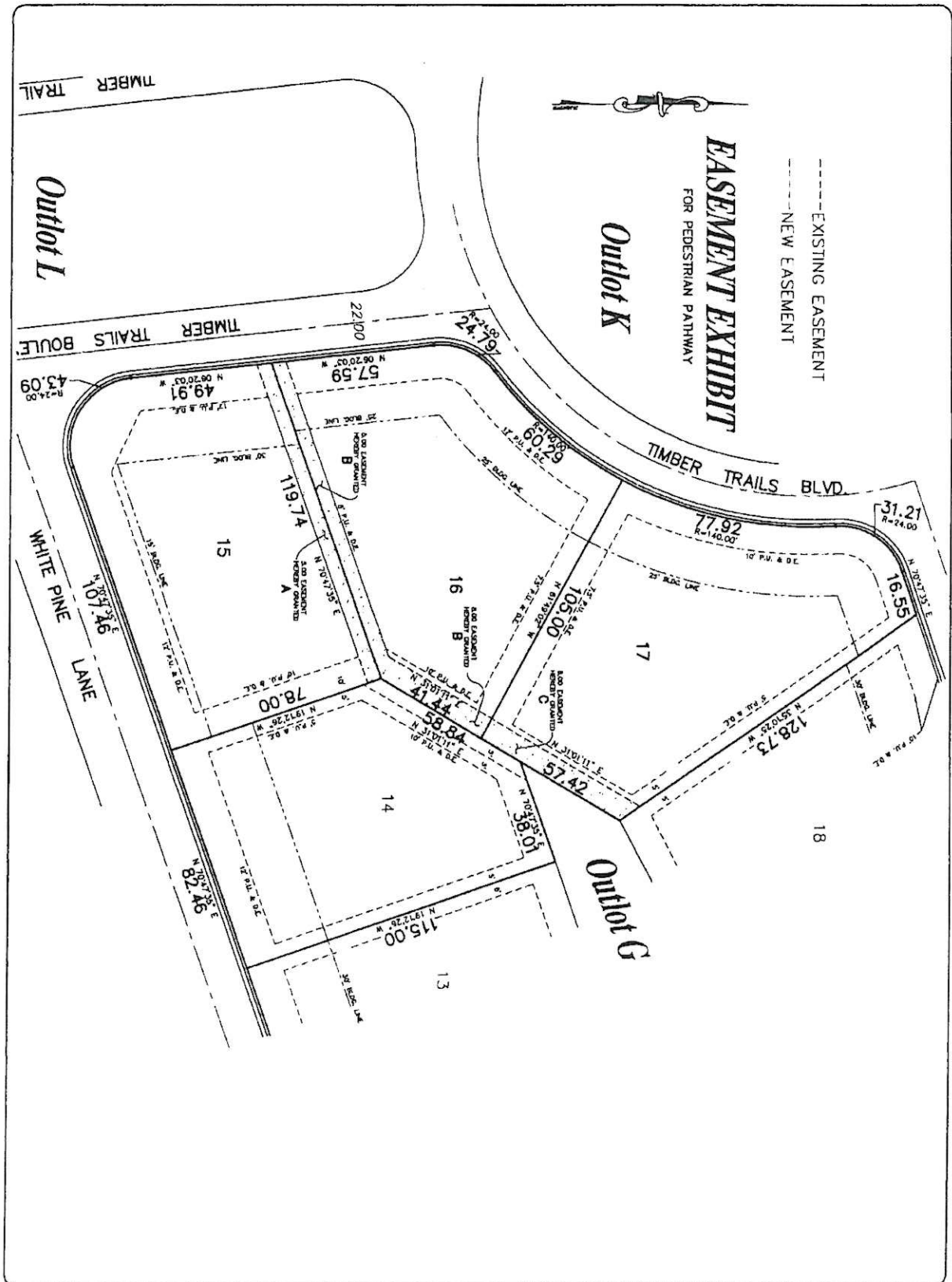
GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2010.

Notary Public

EXHIBIT "A"

**PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 15 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION**

(attached)



SHEET NO.	1
DATE	07/28/18
JOB NO.	20-003

CHRISTIAN-ROGE & ASSOCIATES, INC.
 ENGINEERS - PLANNERS - SURVEYORS
 111 WEST WACKEN DRIVE, SUITE 600
 CHICAGO, ILLINOIS 60606
 (312) 372-2033 ; FAX (312) 372-9174

TIMBER TRAILS UNIT I
 PREPARED FOR:
RED SEAL DEVELOPMENT CORP.
 415 HUEHL ROAD, BLDG. 18
 NORTHBROOK, ILLINOIS 60062
 (847) 272-5600

Drawn By: J. STERNBERG	Designed By: J. STERNBERG	Scale: 1"=20'
EASEMENT EXHIBIT		
EASEMENTS		

EXHIBIT "C"

PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
AGREEMENT FOR LOT 16 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION AND
PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 16 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION

(attached)

**THIS DOCUMENT WAS
PREPARED BY:**

Michael T. Jurusik, Esq.
Klein Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606-2903

Record Against PIN:
18-18-404-007

**AFTER RECORDING
RETURN TO:**
Recorder's Box 324
(MTJ)

**PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR
LOT 16 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that Real Property Holding-Western Springs, IL, LLC, a Delaware limited liability company (hereinafter "Grantor" or "Owner"), for good and valuable consideration, the receipt of which is acknowledged, GRANTS, RESERVES, CONVEYS, ASSIGNS AND QUIT CLAIMS to the Village of Western Springs, an Illinois municipal corporation, Cook County, Illinois, a permanent and perpetual public sidewalk easement and public utility easement, which are legally described below, consisting of a eight (8.00) foot wide strip of land that is located in the southeast rear yard and is adjacent to and extends along the southeasterly rear lot line of the below-described property and a five (5.00) wide strip of land that is located adjacent to and extends along the south lot line of the below-described property, as shown on the PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 16 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION, an executed copy of which is attached hereto as **EXHIBIT "A"** and made a part hereof, for the purposes set forth below under "Easement Purpose and Terms" in, on, upon, over, through, across and under a portion of the real property legally described as follows:

INSERT LEGAL

(hereinafter the "Easement Area")

ADDRESS: 5921 Timber Trails Blvd., Western Springs, Illinois

PIN: 18-18-404-007

Easement Purpose and Terms:

1. Purpose. The purpose of the eight (8.00) foot wide public sidewalk easement and five (5.00) foot wide public sidewalk easement is to allow for the construction, installation, maintenance, repair, replacement and operation of an eight (8.00) foot wide asphalt public sidewalk that is also referred to as a "Pedestrian Circulation System" (as defined in the Annexation Agreement for the Timber Trails Subdivision entered into between the Village of Western Springs and Western Springs One, LLC on March 21, 2005 and recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0508203048 (hereinafter "Annexation Agreement") and the Community Declarations for the Timber Trails Subdivision recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0703334023, as amended, (hereinafter "Declaration")), within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto. The Easement Area shall also afford access to contractors to perform work on the Pedestrian Circulation System and to the public who use the Pedestrian Circulation System as a recreational amenity and as a means of pedestrian travel. The purpose of the public utility easement, which occupies the Easement Area, is to allow for the construction, installation, maintenance, repair, replacement and operation of public utilities (electric lines, wires, conduit and light standards, poles and fixtures) within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto, including access by contractors who perform work on the public utilities.
2. Covenant That Runs With the Land. The public sidewalk easements and public utility easement rights, conditions and other obligations that are set forth herein and granted by this PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 16 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION (hereinafter the "Easement Agreement") and contained in the attached Plat shall be covenants that run with the land even if the above-described real property or any other portion of Timber Trails Subdivision is consolidated, subdivided or all or some portion thereof is sold, leased or otherwise transferred at some future date, unless the Parties mutually consent to the termination or modification of the easements, covenants and conditions and other obligations set forth herein. The easement rights, covenants and conditions and other obligations set forth in this Easement Agreement shall be binding upon and enforceable against all successors in title or interest, grantees, successor owners, representatives, transferees and assigns of the Easement Area, or any portion thereof.
3. Ownership and Maintenance of the Sidewalk/Pedestrian Circulation System. Within three (3) months of the effective date of this Easement Agreement, the Owner shall construct the sidewalk and public utilities within the Easement Area, in accordance with the requirements set forth in the Annexation Agreement, so that the improvements are connected into and become part the existing Pedestrian Circulation System. The Owner and then the Homeowners Association shall be responsible for the future maintenance (including snow removal), repair and replacement of the public sidewalk and the public utilities constructed within the Easement Area in accordance with the applicable terms of the Annexation Agreement and the Declaration, even after the conveyance of title of such improvements to the Village. The Owner shall convey title to the completed sidewalk and public utilities to the Village through a plat of dedication and bill of sale in accordance with the applicable provisions of the Annexation Agreement.
4. No Conveyance of Land. Nothing in this Easement Agreement shall be construed to constitute a conveyance of fee simple title to the above-described real property, or an acceptance thereof, by the Village.

5. Recording. This Easement Agreement and its Plat shall be filed by the Owner with the Office of the Cook County Recorder of Deeds at the Owner's expense. A copy of the Easement Agreement and Plat with the Recorder's stamp affixed thereto shall be delivered to the Village within thirty (30) days of its filing date.
6. Incorporation. The terms, conditions and obligations set forth in the Annexation Agreement and the Declaration are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the President and Board of Trustees of the Village of Western Springs and the Members of Real Property Holding-Western Springs, IL, LLC have taken the appropriate corporate action to approve this Easement Agreement, the authorized officials of each Party have executed this Easement Agreement, including the attached Plat, and this Easement Agreement becomes effective on the date the last signatory executes his/her signature line below.

GRANTOR / OWNER:
Real Property Holding-Western Springs, IL, LLC,
a Delaware limited liability company

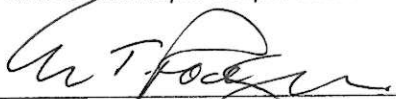
By: _____
Terrence Sands, Managing Member

ATTEST:

Name:
Title: Secretary

Date: _____, 2010

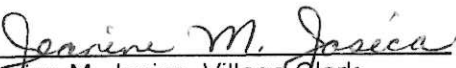
Village of Western Springs,
an Illinois municipal corporation



William T. Rodeghier, Village President

Date: Oct. 25, 2010

ATTEST:



Jeanine M. Jasica, Village Clerk

Date: October 25, 2010

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Terrence Sands is personally known to me to be the Managing Member of Real Property Holding-Western Springs, IL, LLC, a Delaware limited liability company, and also known to me to be the same person whose name is subscribed to the foregoing instrument and as such Managing Member appeared before me this day in person and acknowledged that as such Managing Member he signed and delivered the said instrument pursuant to the authority given by the Members of Real Property Holding-Western Springs, IL, LLC, and as his free and voluntary act, and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

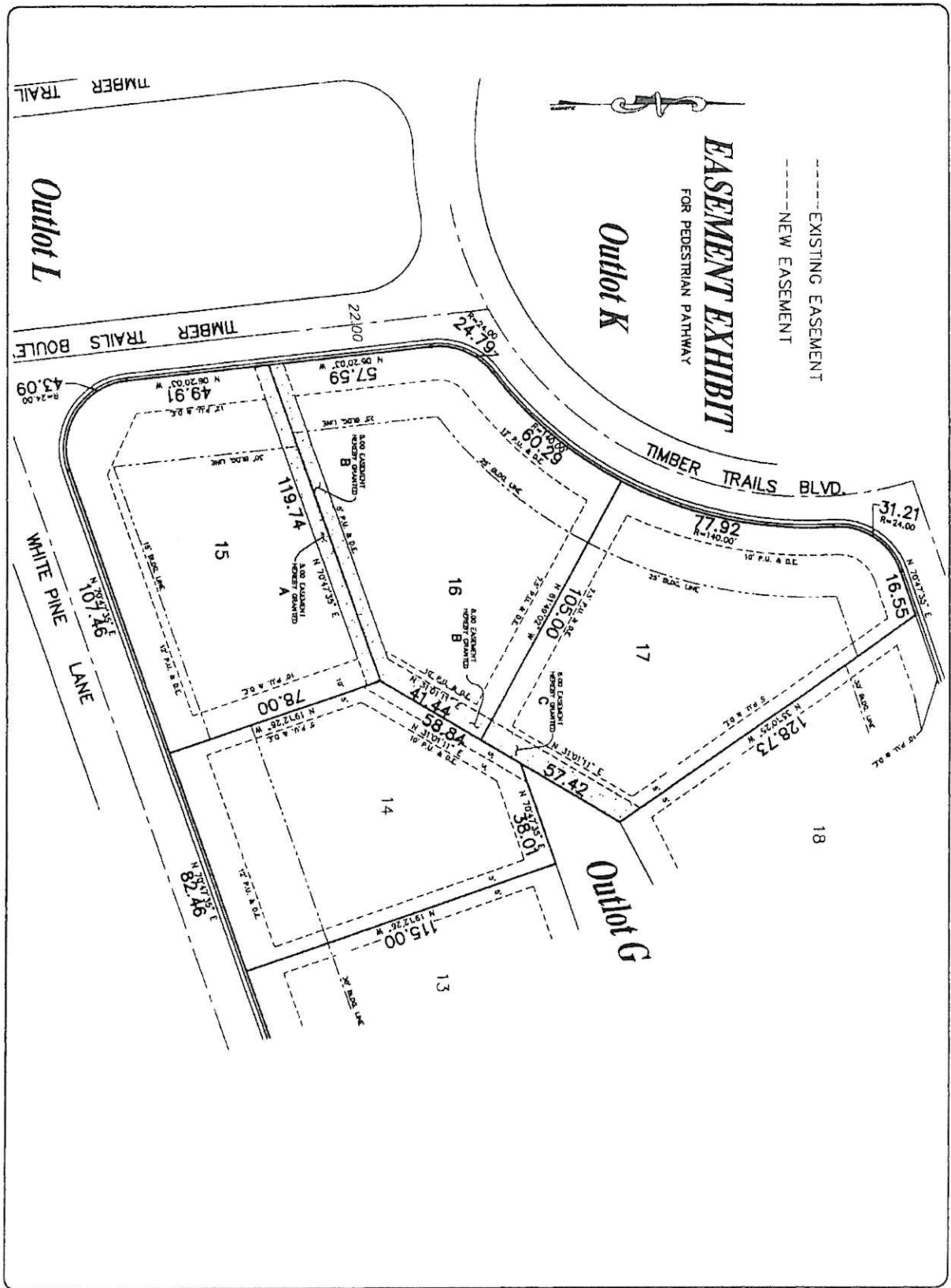
GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2010.

Notary Public

EXHIBIT "A"

**PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 16 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION**

(attached)



SHEET NO.	1
DATE	07/20/04
BY	CR

CHRISTIAN-ROGE & ASSOCIATES, INC.
 ENGINEERS - PLANNERS - SURVEYORS
 211 WEST RACKER DRIVE, SUITE 400
 CHICAGO, ILLINOIS 60606
 (312) 272-2923 / FAX (312) 272-2274

TIMBER TRAILS UNIT I
 PREPARED FOR:
RED SEAL DEVELOPMENT CORP.
 424 HEEHL ROAD, BLDG. 18
 NORTH BROOK, ILLINOIS 60062
 (847) 272-5600

Drawn By: J. J. ROSENBERG		Designed By: J. J. ROSENBERG		Scale: 1"=40'	
EASEMENT EXHIBIT					
REVISIONS					
NO.	DATE	BY	DESCRIPTION		

EXHIBIT "D"

PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
AGREEMENT FOR LOT 17 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION AND
PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 17 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION

(attached)

**THIS DOCUMENT WAS
PREPARED BY:**

Michael T. Jurusik, Esq.
Klein Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606-2903

Record Against PIN:
18-18-404-008

**AFTER RECORDING
RETURN TO:**
Recorder's Box 324
(MTJ)

**PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR
LOT 17 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that Real Property Holding-Western Springs, IL, LLC, a Delaware limited liability company (hereinafter "Grantor" or "Owner"), for good and valuable consideration, the receipt of which is acknowledged, GRANTS, RESERVES, CONVEYS, ASSIGNS AND QUIT CLAIMS to the Village of Western Springs, an Illinois municipal corporation, Cook County, Illinois, a permanent and perpetual public sidewalk easement and public utility easement, which are legally described below, consisting of a eight (8.00) foot wide strip of land that is located in the rear yard and is adjacent to and extends along the southeasterly rear lot line of the below-described property, as shown on the PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 17 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION, an executed copy of which is attached hereto as **EXHIBIT "A"** and made a part hereof, for the purposes set forth below under "Easement Purpose and Terms" in, on, upon, over, through, across and under a portion of the real property legally described as follows:

INSERT LEGAL

(hereinafter the "Easement Area")

ADDRESS: 5919 Timber Trails Blvd., Western Springs, Illinois

PIN: 18-18-404-008

Easement Purpose and Terms:

1. Purpose. The purpose of the eight (8.00) foot wide public sidewalk easement is to allow for the construction, installation, maintenance, repair, replacement and operation of an eight (8.00) foot wide asphalt public sidewalk that is also referred to as a "Pedestrian Circulation System" (as defined in the Annexation Agreement for the Timber Trails Subdivision entered into between the Village of Western Springs and Western Springs One, LLC on March 21, 2005 and recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0508203048 (hereinafter "Annexation Agreement") and the Community Declarations for the Timber Trails Subdivision recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0703334023, as amended, (hereinafter "Declaration")), within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto. The Easement Area shall also afford access to contractors to perform work on the Pedestrian Circulation System and to the public who use the Pedestrian Circulation System as a recreational amenity and as a means of pedestrian travel. The purpose of the public utility easement, which occupies the Easement Area, is to allow for the construction, installation, maintenance, repair, replacement and operation of public utilities (electric lines, wires, conduit and light standards, poles and fixtures) within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto, including access by contractors who perform work on the public utilities.
2. Covenant That Runs With the Land. The public sidewalk easements and public utility easement rights, conditions and other obligations that are set forth herein and granted by this PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 17 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION (hereinafter the "Easement Agreement") and contained in the attached Plat shall be covenants that run with the land even if the above-described real property or any other portion of Timber Trails Subdivision is consolidated, subdivided or all or some portion thereof is sold, leased or otherwise transferred at some future date, unless the Parties mutually consent to the termination or modification of the easements, covenants and conditions and other obligations set forth herein. The easement rights, covenants and conditions and other obligations set forth in this Easement Agreement shall be binding upon and enforceable against all successors in title or interest, grantees, successor owners, representatives, transferees and assigns of the Easement Area, or any portion thereof.
3. Ownership and Maintenance of the Sidewalk/Pedestrian Circulation System. Within three (3) months of the effective date of this Easement Agreement, the Owner shall construct the sidewalk and public utilities within the Easement Area, in accordance with the requirements set forth in the Annexation Agreement, so that the improvements are connected into and become part the existing Pedestrian Circulation System. The Owner and then the Homeowners Association shall be responsible for the future maintenance (including snow removal), repair and replacement of the public sidewalk and the public utilities constructed within the Easement Area in accordance with the applicable terms of the Annexation Agreement and the Declaration, even after the conveyance of title of such improvements to the Village. The Owner shall convey title to the completed sidewalk and public utilities to the Village through a plat of dedication and bill of sale in accordance with the applicable provisions of the Annexation Agreement.
4. No Conveyance of Land. Nothing in this Easement Agreement shall be construed to constitute a conveyance of fee simple title to the above-described real property, or an acceptance thereof, by the Village.

5. Recording. This Easement Agreement and its Plat shall be filed by the Owner with the Office of the Cook County Recorder of Deeds at the Owner's expense. A copy of the Easement Agreement and Plat with the Recorder's stamp affixed thereto shall be delivered to the Village within thirty (30) days of its filing date.
6. Incorporation. The terms, conditions and obligations set forth in the Annexation Agreement and the Declaration are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the President and Board of Trustees of the Village of Western Springs and the Members of Real Property Holding-Western Springs, IL, LLC have taken the appropriate corporate action to approve this Easement Agreement, the authorized officials of each Party have executed this Easement Agreement, including the attached Plat, and this Easement Agreement becomes effective on the date the last signatory executes his/her signature line below.

GRANTOR / OWNER:
Real Property Holding-Western Springs, IL, LLC,
a Delaware limited liability company

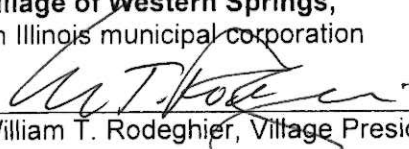
By: _____
Terrence Sands, Managing Member

ATTEST:

Name:
Title: Secretary

Date: _____, 2010

Village of Western Springs,
an Illinois municipal corporation



William T. Rodeghier, Village President

Date: Oct. 25, 2010

ATTEST:


Jeanne M. Jasica, Village Clerk

Date: October 25, 2010

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Terrence Sands is personally known to me to be the Managing Member of Real Property Holding-Western Springs, IL, LLC, a Delaware limited liability company, and also known to me to be the same person whose name is subscribed to the foregoing instrument and as such Managing Member appeared before me this day in person and acknowledged that as such Managing Member he signed and delivered the said instrument pursuant to the authority given by the Members of Real Property Holding-Western Springs, IL, LLC, and as his free and voluntary act, and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2010.

Notary Public

EXHIBIT "A"

**PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 17 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION**

(attached)

EXHIBIT "E"

PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
AGREEMENT FOR LOT 223 IN UNIT 2 OF TIMBER TRAILS SUBDIVISION AND
PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 223 IN UNIT 2 OF TIMBER TRAILS SUBDIVISION

(attached)

**THIS DOCUMENT WAS
PREPARED BY:**

Michael T. Jurusik, Esq.
Klein Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, Illinois 60606-2903

Record Against PIN:
18-18-415-001

**AFTER RECORDING
RETURN TO:**

Recorder's Box 324
(MTJ)

**PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR
LOT 223 OF UNIT 2 IN TIMBER TRAILS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that Real Property Holding-Western Springs, IL, Phase 2, LLC, a Delaware limited liability company (hereinafter "Grantor" or "Owner"), for good and valuable consideration, the receipt of which is acknowledged, GRANTS, RESERVES, CONVEYS, ASSIGNS AND QUIT CLAIMS to the Village of Western Springs, an Illinois municipal corporation, Cook County, Illinois, a permanent and perpetual public sidewalk easement and public utility easement, which are legally described below, consisting of a five (5.00) foot wide strip of land that is located in the east side yard and is adjacent to and extends along the northeasterly lot line of the below-described property, as shown on the PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 223 OF UNIT 2 IN TIMBER TRAILS SUBDIVISION, an executed copy of which is attached hereto as **EXHIBIT "A"** and made a part hereof, for the purposes set forth below under "Easement Purpose and Terms" in, on, upon, over, through, across and under a portion of the real property legally described as follows:

INSERT LEGAL

(hereinafter the "Easement Area")

ADDRESS: 1100 White Pine Lane, Western Springs, Illinois

PIN: 18-18-415-001

Easement Purpose and Terms:

1. Purpose. The purpose of the five (5.00) foot wide public sidewalk easement is to allow for the construction, installation, maintenance, repair, replacement and operation of a portion of an eight (8.00) foot wide asphalt public sidewalk that is also referred to as a "Pedestrian Circulation System" (as defined in the Annexation Agreement for the Timber Trails Subdivision entered into between the Village of Western Springs and Western Springs One, LLC on March 21, 2005 and recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0508203048 (hereinafter "Annexation Agreement") and the Community Declarations for the Timber Trails Subdivision recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0703334023, as amended, (hereinafter "Declaration")), within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto. The Easement Area shall also afford access to contractors to perform work on the Pedestrian Circulation System and to the public who use the Pedestrian Circulation System as a recreational amenity and as a means of pedestrian travel. The purpose of the five (5.00) foot wide public utility easement is to allow for the construction, installation, maintenance, repair, replacement and operation of public utilities (electric lines, wires, conduit and light standards, poles and fixtures) within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto, including access by contractors who perform work on the public utilities.
2. Covenant That Runs With the Land. The public sidewalk easement and public utility easement rights, conditions and other obligations that are set forth herein and granted by this PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 223 OF UNIT 2 IN TIMBER TRAILS SUBDIVISION (hereinafter the "Easement Agreement") and contained in the attached Plat shall be covenants that run with the land even if the above-described real property or any other portion of Timber Trails Subdivision is consolidated, subdivided or all or some portion thereof is sold, leased or otherwise transferred at some future date, unless the Parties mutually consent to the termination or modification of the easements, covenants and conditions and other obligations set forth herein. The easement rights, covenants and conditions and other obligations set forth in this Easement Agreement shall be binding upon and enforceable against all successors in title or interest, grantees, successor owners, representatives, transferees and assigns of the Easement Area, or any portion thereof.
3. Ownership and Maintenance of the Sidewalk/Pedestrian Circulation System. Within three (3) months of the effective date of this Easement Agreement, the Owner shall construct the sidewalk and public utilities within the Easement Area, in accordance with the requirements set forth in the Annexation Agreement, so that the improvements are connected into and become part the existing Pedestrian Circulation System. The Owner and then the Homeowners Association shall be responsible for the future maintenance (including snow removal), repair and replacement of the public sidewalk and the public utilities constructed within the Easement Area in accordance with the applicable terms of the Annexation Agreement and the Declaration, even after the conveyance of title of such improvements to the Village. The Owner shall convey title to the completed sidewalk and public utilities to the Village through a plat of dedication and bill of sale in accordance with the applicable provisions of the Annexation Agreement.
4. No Conveyance of Land. Nothing in this Easement Agreement shall be construed to constitute a conveyance of fee simple title to the above-described real property, or an acceptance thereof, by the Village.

5. Recording. This Easement Agreement and its Plat shall be filed by the Owner with the Office of the Cook County Recorder of Deeds at the Owner's expense. A copy of the Easement Agreement and Plat with the Recorder's stamp affixed thereto shall be delivered to the Village within thirty (30) days of its filing date.
6. Incorporation. The terms, conditions and obligations set forth in the Annexation Agreement and the Declaration are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the President and Board of Trustees of the Village of Western Springs and the Members of Real Property Holding-Western Springs, IL, Phase 2, LLC have taken the appropriate corporate action to approve this Easement Agreement, the authorized officials of each Party have executed this Easement Agreement, including the attached Plat, and this Easement Agreement becomes effective on the date the last signatory executes his/her signature line below.

GRANTOR / OWNER:

Real Property Holding-Western Springs, IL, Phase 2, LLC,
a Delaware limited liability company

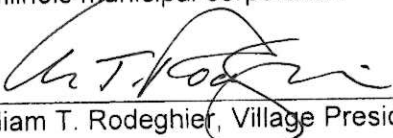
By: _____
Terrence Sands, Managing Member

ATTEST:

Name:
Title: Secretary

Date: _____, 2010

Village of Western Springs,
an Illinois municipal corporation



William T. Rodeghier, Village President

Date: Oct. 25, 2010

ATTEST:



Jeanine M. Jasica, Village Clerk

Date: October 25, 2010

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Terrence Sands is personally known to me to be the Managing Member of Real Property Holding-Western Springs, IL, Phase 2, LLC, a Delaware limited liability company, and also known to me to be the same person whose name is subscribed to the foregoing instrument and as such Managing Member appeared before me this day in person and acknowledged that as such Managing Member he signed and delivered the said instrument pursuant to the authority given by the Members of Real Property Holding-Western Springs, IL, Phase 2, LLC, and as his free and voluntary act, and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2010.

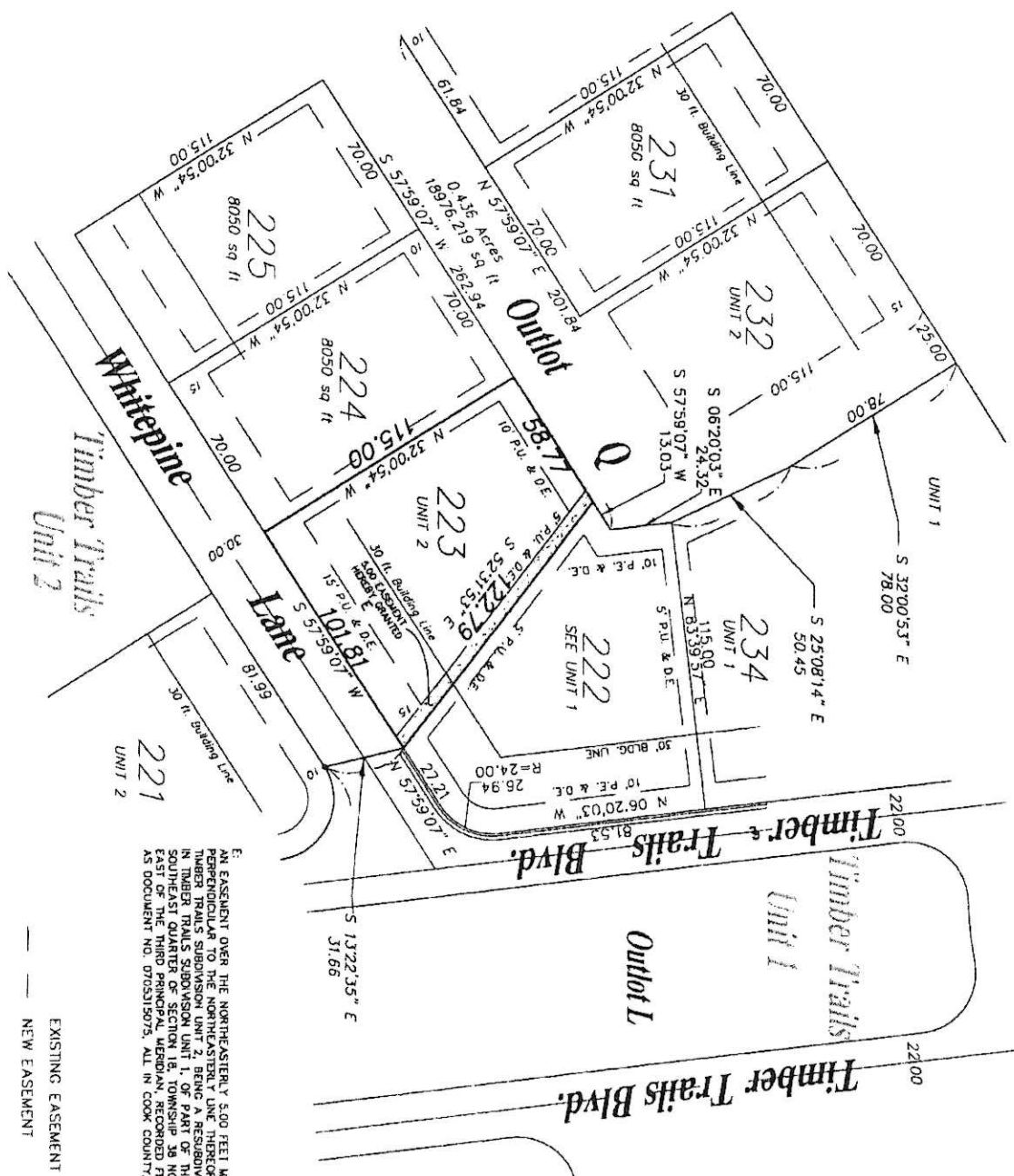
Notary Public

EXHIBIT "A"

**PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 223 OF UNIT 2 IN TIMBER TRAILS SUBDIVISION**

(attached)

EASEMENT EXHIBIT FOR PEDESTRIAN PATHWAY



AN EASEMENT OVER THE NORTHEASTERLY 3.00 FEET MEASURED PERPENDICULAR TO THE NORTHEASTERLY LINE THEREOF OF LOT 223 IN TIMBER TRAILS SUBDIVISION UNIT 2, BEING A RESUBDIVISION OF OUTLOT N IN TIMBER TRAILS SUBDIVISION UNIT 1, OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST, COOK COUNTY, ILLINOIS, BEING THE LAND RECORDED THEREIN, 22, 2007 AS DOCUMENT NO. 0705319075, ALL IN COOK COUNTY, ILLINOIS.

EXISTING EASEMENT
NEW EASEMENT

SHEET NO.
1
DATE: 07/26/13
BY: [Signature]

CHRISTIAN-ROGE & ASSOCIATES, INC.
ENGINEERS - PLANNERS - SURVEYORS
111 WEST WACKER DRIVE, SUITE 800
CHICAGO, ILLINOIS 60601
(312) 372-1022 FAX (312) 372-3224

TIMBER TRAILS UNIT 2
PREPARED FOR:
RED SEAL DEVELOPMENT CORP.
423 RUEHL ROAD, BLDG. 18
NORTHBROOK, ILLINOIS 60062
(847) 772-5600

Drawn By: J. VERBAUGH Design By: J. VERBAUGH Scale: 1"=20'
EASEMENT EXHIBIT
LISTED BY:
[Table with 2 columns and 10 rows]

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Jeanine M. Jasica, the duly elected and qualified Village Clerk of the Village of Western Springs, Cook County, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 10-_____

A RESOLUTION APPROVING PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENTS AND RELATED PLATS OF SIDEWALK EASEMENTS AND PUBLIC UTILITY EASEMENTS FOR LOTS 15, 16, 17 AND 222 OF UNIT 1 AND LOT 223 OF UNIT 2 WITHIN THE TIMBER TRAILS SUBDIVISION

which was passed by the Village President and Board of Trustees of the Village of Western Springs at a regular meeting held on the 25th day of October, 2010, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 25th day of October, 2010.

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

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached 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 Western Springs this 25th day of October, 2010.

Village Clerk

Attachment 2.

RESOLUTION NO. 25-_____

VOTE: _____

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

DATE: February 24, 2025.

OTHER: None.

**A RESOLUTION APPROVING PUBLIC SIDEWALK
EASEMENT AND PUBLIC UTILITY EASEMENT
AGREEMENTS AND RELATED PLATS OF
SIDEWALK EASEMENTS AND PUBLIC UTILITY
EASEMENTS FOR LOTS 274, 276, 222 AND 275
OF UNIT 1 AND LOT 223 OF UNIT 2 WITHIN THE
TIMBER TRAILS SUBDIVISION.**

WHEREAS, in 2010, the Village President and Board of Trustees of the Village of Western Springs (the "Village Board") requested from the then-current owners of the Timber Trails Subdivision that certain sidewalk easements and related public utility easements be created within the Timber Trails Subdivision to more fully complete the interconnection of the eight (8.00) foot wide asphalt public sidewalk that is also referred to as the "Pedestrian Circulation System" in the Annexation Agreement for the Timber Trails Subdivision entered into between the Village of Western Springs (the "Village") and Western Springs One, LLC (the former owner of Timber Trails Subdivision) on March 21, 2005. The Pedestrian Circulation System is a recreational amenity for the Western Springs community and is used as a means of pedestrian travel within the Timber Trails Subdivision; and

WHEREAS, with the passage of Resolution No. 10-2111 on October 25, 2010, the Village Board, working in conjunction with the then-current owners of the Timber Trails Subdivision, approved certain plats of sidewalk easements and related public utility easement agreements for the benefit of Lot 274 (5923 Timber Trails Boulevard), Lot 276 (5919 Timber Trails Boulevard), Lot 222 (5922 Timber Trails Boulevard) and Lot 275 (5921 Timber Trails Boulevard) of Unit 1 and Lot 223 (1100 White Pine Lane) of Unit 2 within the Timber Trails Subdivision (collectively, the "Subject Properties") in order to more fully complete the interconnection of the Pedestrian Circulation System as requested by the Village. At the time of the approval of Resolution No. 10-2111, Real Property Holding-Western Springs, IL, LLC, a Delaware limited liability company, was the fee simple owner of the Unit 1 portion of the Timber Trails Subdivision (referred to as the "Unit 1 Owner") and Real Property Holding-Western Springs, IL, Phase 2, LLC, a Delaware limited liability company, was the fee simple owner of the Unit 2 portion of the Timber Trails Subdivision (referred to as the "Unit 2 Owner"). Thereafter, the Unit 1 Owner and the Unit 2 Owner sold their fee simple title interests in the Timber Trails Subdivision prior to executing the Village-approved plats of sidewalk easements and related public utility easement agreements for the Subject Properties; and

WHEREAS, the Village Board now desires to work with the current developer of the Timber Trails Subdivision, Timber Trails Building Company, Inc., and the current property owners of the Subject Properties in order to record plats of sidewalk easements and related public utility easement agreements for the Subject Properties within the Timber Trails Subdivision to more fully complete the interconnection of the Pedestrian Circulation System, which sidewalk improvements have already been installed on such **Lots** to complete the interconnectivity of the Pedestrian Circulation System; and

WHEREAS, the current owners of the Subject Properties have agreed to create the necessary sidewalk easements and related public utility easements on their respective Lots within the Timber Trails Subdivision to more fully complete the interconnection of the Pedestrian Circulation System as requested by the Village; and

WHEREAS, pursuant to the authority to create easements within the Timber Trails Subdivision that are necessary to support the development as set forth in Section 12 (Dedications; Easements) of the Annexation Agreement, the following documents have been prepared and reviewed by the Village and the current property owners of the Subject Properties relative to the creation of the sidewalk easements and related public utility easements referenced above:

1. PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 222 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 222 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "A"** and made a part hereof;
2. PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 274 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 274 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "B"** and made a part hereof;
3. PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 275 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 275 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "C"** and made a part hereof;
4. PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 276 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 276 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "D"** and made a part hereof;
5. PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 223 IN UNIT 2 OF TIMBER TRAILS SUBDIVISION AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 223 IN UNIT 2 OF TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "E"** and made a part hereof;

(collectively the "Sidewalk Easement and Related Public Utility Easement Agreements and related Plats of Easement"); and

WHEREAS, at an open, public meeting held on February 6, 2025, the Village's General Government Committee ("Committee") reviewed and discussed the Sidewalk Easement and Related Public Utility Easement Agreements and related Plats of Easement, and received input from the Village staff and provided an opportunity for input from the public on the matter. At its February 6, 2025 meeting, the Committee voted to recommend that the President and Board of Trustees of the Village approve the Sidewalk Easement and Related Public Utility Easement Agreements and related Plats of Easement; and

WHEREAS, at open, public meetings held on February 10, 2025 and February 24, 2025, the President and Board of Trustees of the Village reviewed and discussed the Sidewalk Easement and Related Public Utility Easement Agreements and related Plats of Easement, the Village staff's recommendation and the Committee's recommendation regarding the Sidewalk Easement and Related Public Utility

Easement Agreements and related Plats of Easement, and provided an opportunity for input from the public on the matter, and then accepted the recommendations of Village staff and the Committee; and

WHEREAS, pursuant to the authority set forth in Section 12 (Dedications; Easements) of the Annexation Agreement and 65 ILCS 5/11-15-1 (Approval of Maps and Plats; Prerequisite to Recording), the Village President and Board of Trustees of the Village of Western Springs have determined that it is protective of the health, welfare and safety of and in the best interests of the Village and its residents, the residents of the Timber Trails Subdivision, local businesses, property owners and the public to approve and enter into the attached Sidewalk Easement and Related Public Utility Easement Agreements and related Plats of Easement.

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

SECTION 1: Incorporation. 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: Approval and Execution of Sidewalk Easements and Public Utility Easement Agreements and Related Plats of Easement and Other Related Documents. The Village President and Board of Trustees of the Village of Western Springs approve the Sidewalk Easement and Related Public Utility Easement Agreements and related Plats of Easement, copies of which are attached as hereto as **EXHIBIT "A", EXHIBIT "B", EXHIBIT "C", EXHIBIT "D" and EXHIBIT "E"** and made a part hereof. The Village President and Board of Trustees of the Village of Western Springs authorize and direct the Village President, Village Clerk, Village Collector, Village Engineer and any other necessary Village officials, or their designees, to sign the attached Sidewalk Easement and Related Public Utility Easement Agreements and related Plats of Easement so that they can be filed with the Cook County Clerk's Office, Recording Division ("CCCORD").

SECTION 3: Recording and Delivery of Certified Copies of Resolution, Public Sidewalk Easements and Public Utility Easement Agreements and Related Plats of Easement. After approval of this Resolution, certified copies of this Resolution and fully executed originals of the attached Public Sidewalk Easements and Public Utility Easement Agreements and related Plats of Easement shall be recorded with the CCCORD by the Village after all of the required signatures are placed on the documents. The Village shall deliver file-stamped copies of the recorded documents to the property owners of the Subject Properties and to the Timber Trails Building Company, Inc. for purposes of record retention.

SECTION 4: Effective Date. This Resolution shall take effect from and after its adoption and approval as provided by law.

PASSED by the Village President and Board of Trustees of the Village of Western Springs, Cook County, Illinois, on a roll call vote at a Regular Meeting thereof, held on the 24th day of February, 2025, and approved by me as Village President, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

EXHIBIT "A"

**PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT
FOR LOT 222 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION
AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 222 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION**

(attached)

THIS DOCUMENT WAS PREPARED

BY:

Michael T. Jurusik, Esq.
Klein, Thorpe and Jenkins, Ltd.
900 Oakmont Lane
Suite 301
Westmont, Illinois 60559

Record Against PIN:

18-18-409-001-0000.

AFTER RECORDING

RETURN TO:

Attorney Michael T. Jurusik

**PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT
FOR LOT 222 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that Linda L. Huff, as Trustee of Linda L. Huff Declaration of Trust of 32 N. Edgewood Ave., LaGrange, Illinois 60525 (hereinafter "Grantor" or "Owner"), for good and valuable consideration, the receipt of which is acknowledged, GRANTS, RESERVES, CONVEYS, ASSIGNS AND QUIT CLAIMS to the Village of Western Springs, an Illinois municipal corporation, Cook County, Illinois ("Village"), a permanent and perpetual public sidewalk easement and public utility easement, which are legally described below, consisting of a five (5.00) foot wide strip of land that is located in the south side yard and is adjacent to and extends along the southwesterly lot line of the below-described property, as shown on the PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 222 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "A"** and made a part hereof, for the purposes set forth below under "Easement Purpose and Terms" in, on, upon, over, through, across and under a portion of the real property legally described as follows:

AN EASEMENT OVER THE SOUTHWESTERLY 5.00 FEET MEASURED PERPENDICULAR TO THE SOUTHWESTERLY LINE THEREOF OF LOT 222 IN TIMBER TRAILS SUBDIVISION UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 18 TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALONG WITH PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 27, 2005 AS DOCUMENT NUMBER 0530003135, AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED FEBRUARY 15, 2006, AS DOCUMENT NUMBER 0604634053, ALL IN COOK COUNTY, ILLINOIS; (hereinafter the "Easement Area");

ADDRESS: 5922 Timber Trails Blvd., Lot 222, Western Springs, Illinois;

PIN: 18-18-409-001-0000.

Easement Purpose and Terms:

1. Purpose. The purpose of the five (5.00) foot wide public sidewalk easement is to allow for the construction, installation, maintenance, repair, replacement and operation of a portion of an eight (8.00) foot wide asphalt public sidewalk that is also referred to as a "Pedestrian Circulation System" (as defined in the Annexation Agreement for the Timber Trails Subdivision entered into between the Village of Western Springs and Western Springs One, LLC on March 21, 2005 and recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0508203048 (hereinafter "Annexation Agreement") and the Community Declarations for the Timber Trails Subdivision recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0703334023, as amended, (hereinafter "Declaration")), within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto. The Easement Area shall also afford access to contractors to perform work on the Pedestrian Circulation System and to the public who use the Pedestrian Circulation System as a recreational amenity and as a means of pedestrian travel. The purpose of the five (5.00) foot wide public utility easement is to allow for the construction, installation, maintenance, repair, replacement and operation of public utilities (electric lines, wires, conduit and light standards, poles and fixtures) within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto, including access by contractors who perform work on the public utilities.
2. Covenant That Runs With the Land. The public sidewalk easement and public utility easement rights, conditions and other obligations that are set forth herein and granted by this PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 222 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION (hereinafter the "Easement Agreement") and contained in the attached Plat shall be covenants that run with the land even if the above-described real property or any other portion of Timber Trails Subdivision is consolidated, subdivided, or all or some portion thereof is sold, leased or otherwise transferred at some future date, unless the Parties mutually consent to the termination or modification of the easements, covenants and conditions and other obligations set forth herein. The easement rights, covenants and conditions and other obligations set forth in this Easement Agreement shall be binding upon and enforceable against all successors in title or interest, grantees, successor owners, representatives, transferees and assigns of the Easement Area, or any portion thereof.
3. Ownership and Maintenance of the Sidewalk/Pedestrian Circulation System. A sidewalk and public utilities have already been constructed by the Developer of the Timber Trails Subdivision (Timber Trails Building Company, Inc. or its predecessor) within the Easement Area, in accordance with the requirements set forth in the Annexation Agreement, so that the improvements are connected into and are part of the existing Pedestrian Circulation System. The Timber Trails of Western Springs Community Association (the "Homeowners Association") shall be responsible for the future maintenance (including snow removal), repair and replacement of the public sidewalk and the public utilities constructed within the Easement Area in accordance with the applicable terms of the Annexation Agreement and the Declaration, even after the conveyance of title of such improvements to the Village. The Developer shall convey title to the completed sidewalk and public utilities to the Village through a plat of dedication and bill of sale in accordance with the applicable provisions of the Annexation Agreement.
4. No Conveyance of Land. Nothing in this Easement Agreement shall be construed to constitute a conveyance of fee simple title to the above-described real property, or an acceptance thereof, by the Village.

5. Recording. This Easement Agreement and its Plat exhibit shall be filed by the Owner with the Cook County Clerk's Office, Recording Division, at the Owner's expense. A copy of the Easement Agreement and its Plat exhibit with the Recorder's stamp affixed thereto shall be delivered to the Owner and the Developer by the Village within thirty (30) days of its filing date.
6. Incorporation. The terms, conditions and obligations set forth in the Annexation Agreement and the Declaration are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, Linda L. Huff, as Trustee of Linda L. Huff Declaration of Trust of 32 N. Edgewood Ave., LaGrange, Illinois 60525, voluntarily signed this Easement Agreement, and the President and Board of Trustees of the Village of Western Springs and the authorized corporate officer of Timber Trails Building Company, Inc. have taken the appropriate corporate action to approve this Easement Agreement, the authorized signatories of each Party have executed this Easement Agreement, and this Easement Agreement becomes effective on the date the last signatory executes their signature line below.

GRANTOR / OWNER: Linda L. Huff, as Trustee of Linda L. Huff Declaration of Trust of 32 N. Edgewood Ave., LaGrange, Illinois 60525

By: _____
Linda L. Huff, as Trustee of
Linda L. Huff Declaration of Trust of 32 N. Edgewood Ave., LaGrange, Illinois 60525

Date: _____, 2025.

DEVELOPER: Timber Trails Building Company, Inc.

By: _____
Brian Taylor, Authorized Corporate Officer

Date: _____, 2025.

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

By: _____
Heidi Rudolph, Village President

Date: _____, 2025.

ATTEST:

By: _____
Edward Tymick, Village Clerk

Date: _____, 2025.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Notary Public Certificate for Brian Taylor

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFY that Brian Taylor is personally known to me to be the Managing Member of Timber Trails Building Company, Inc., and also known to me to be the same person whose name is subscribed to the foregoing instrument and, as such Managing Member, appeared before me this day in person and acknowledged that, as such Managing Member, he signed and delivered the said instrument pursuant to the authority given by the Members of Timber Trails Building Company, Inc., and as his free and voluntary act, and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

NOTARY STAMP

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

**Notary Public Certificate for Linda L. Huff, as Trustee of
Linda L. Huff Declaration of Trust of 32 N. Edgewood Ave., LaGrange, Illinois 60525**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFY that Linda L. Huff, as Trustee of Linda L. Huff Declaration of Trust of 32 N. Edgewood Ave., LaGrange, Illinois 60525, is personally known to me, and also known to me to be the same person whose name is subscribed to the foregoing instrument and, as such, she appeared before me on this day in person and I acknowledge that she signed and delivered the said instrument of her own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

NOTARY STAMP

EXHIBIT "A"

**PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 222 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION**

(attached)

Draft

FOR PEDESTRIAN PATHWAY

[illegible]

EXHIBIT "B"

**PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT
FOR LOT 274 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION
AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 274 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION**

(attached)

THIS DOCUMENT WAS PREPARED

BY:

Michael T. Jurusik, Esq.
Klein, Thorpe and Jenkins, Ltd.
900 Oakmont Lane
Suite 301
Westmont, Illinois 60559

Record Against PIN:

18-18-404-006-0000.

AFTER RECORDING

RETURN TO:

Attorney Michael T. Jurusik

**PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT
FOR LOT 274 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that Luke Hofstad and Asmita R. Patel (collectively, hereinafter "Grantor" or "Owner"), for good and valuable consideration, the receipt of which is acknowledged, GRANTS, RESERVES, CONVEYS, ASSIGNS AND QUIT CLAIMS to the Village of Western Springs, an Illinois municipal corporation, Cook County, Illinois ("Village"), a permanent and perpetual public sidewalk easement and public utility easement, which are legally described below, consisting of a five (5.00) foot wide strip of land that is located in the north side yard and is adjacent to and extends along the northerly lot line of the below-described property, as shown on the PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 274 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "A"** and made a part hereof, for the purposes set forth below under "Easement Purpose and Terms" in, on, upon, over, through, across and under a portion of the real property legally described as follows:

AN EASEMENT OVER THE NORTHERLY 5.00 FEET MEASURED PERPENDICULAR TO THE NORTHERLY LINE THEREOF OF LOT 274 IN TIMBER TRAILS RESUBDIVISION NUMBER 2, BEING A RESUBDIVISION OF LOTS 14, 15, 16, AND 17 IN TIMBER TRAILS SUBDIVISION UNIT 1, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 18 TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALONG WITH PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TIMBER TRAILS RESUBDIVISION NUMBER 2 RECORDED OCTOBER 22, 2018, AS DOCUMENT NUMBER 1829517029, IN COOK COUNTY, ILLINOIS;

(hereinafter the "Easement Area");

ADDRESS: 5923 Timber Trails Blvd., Lot 274, Western Springs, Illinois;

PIN: 18-18-404-006-0000.

Easement Purpose and Terms:

1. Purpose. The purpose of the five (5.00) foot wide public sidewalk easement is to allow for the construction, installation, maintenance, repair, replacement and operation of a portion of an eight (8.00) foot wide asphalt public sidewalk that is also referred to as a "Pedestrian Circulation System" (as defined in the Annexation Agreement for the Timber Trails Subdivision entered into between the Village of Western Springs and Western Springs One, LLC on March 21, 2005 and recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0508203048 (hereinafter "Annexation Agreement") and the Community Declarations for the Timber Trails Subdivision recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0703334023, as amended, (hereinafter "Declaration")), within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto. The Easement Area shall also afford access to contractors to perform work on the Pedestrian Circulation System and to the public who use the Pedestrian Circulation System as a recreational amenity and as a means of pedestrian travel. The purpose of the five (5.00) foot wide public utility easement is to allow for the construction, installation, maintenance, repair, replacement and operation of public utilities (electric lines, wires, conduit and light standards, poles and fixtures) within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto, including access by contractors who perform work on the public utilities.
2. Covenant That Runs With the Land. The public sidewalk easement and public utility easement rights, conditions and other obligations that are set forth herein and granted by this PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 274 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION (hereinafter the "Easement Agreement") and contained in the attached Plat shall be covenants that run with the land even if the above-described real property or any other portion of Timber Trails Subdivision is consolidated, subdivided, or all or some portion thereof is sold, leased or otherwise transferred at some future date, unless the Parties mutually consent to the termination or modification of the easements, covenants and conditions and other obligations set forth herein. The easement rights, covenants and conditions and other obligations set forth in this Easement Agreement shall be binding upon and enforceable against all successors in title or interest, grantees, successor owners, representatives, transferees and assigns of the Easement Area, or any portion thereof.
3. Ownership and Maintenance of the Sidewalk/Pedestrian Circulation System. A sidewalk and public utilities have already been constructed by the Developer of the Timber Trails Subdivision (Timber Trails Building Company, Inc. or its predecessor) within the Easement Area, in accordance with the requirements set forth in the Annexation Agreement, so that the improvements are connected into and are part of the existing Pedestrian Circulation System. The Timber Trails of Western Springs Community Association (the "Homeowners Association") shall be responsible for the future maintenance (including snow removal), repair and replacement of the public sidewalk and the public utilities constructed within the Easement Area in accordance with the applicable terms of the Annexation Agreement and the Declaration, even after the conveyance of title of such improvements to the Village. The Developer shall convey title to the completed sidewalk and public utilities to the Village through a plat of dedication and bill of sale in accordance with the applicable provisions of the Annexation Agreement.
4. No Conveyance of Land. Nothing in this Easement Agreement shall be construed to constitute a conveyance of fee simple title to the above-described real property, or an acceptance thereof, by the Village.

5. Recording. This Easement Agreement and its Plat exhibit shall be filed by the Village with the Cook County Clerk's Office, Recording Division, at the Developer's expense. A copy of the Easement Agreement and its Plat exhibit with the Recorder's stamp affixed thereto shall be delivered to the Owner and the Developer by the Village within thirty (30) days of its filing date.
6. Incorporation. The terms, conditions and obligations set forth in the Annexation Agreement and the Declaration are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, Luke Hofstad and Asmita R. Patel have voluntarily signed this Easement Agreement, and the President and Board of Trustees of the Village of Western Springs and the authorized corporate officer of Timber Trails Building Company, Inc. have taken the appropriate corporate action to approve this Easement Agreement, the authorized signatories of each Party have executed this Easement Agreement and this Easement Agreement becomes effective on the date the last signatory executes their signature line below.

GRANTOR / OWNER: Luke Hofstad and Asmita R. Patel

By: _____
Luke Hofstad

By: _____
Asmita R. Patel

Date: _____, 2025.

Date: _____, 2025.

DEVELOPER: Timber Trails Building Company, Inc.

By: _____
Brian Taylor, Authorized Corporate Officer

Date: _____, 2025.

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

ATTEST:

By: _____
Heidi Rudolph, Village President

By: _____
Edward Tymick, Village Clerk

Date: _____, 2025.

Date: _____, 2025.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Notary Public Certificate for Brian Taylor

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFY that Brian Taylor is personally known to me to be the Managing Member of Timber Trails Building Company, Inc., and also known to me to be the same person whose name is subscribed to the foregoing instrument, and as such Managing Member appeared before me this day in person and acknowledged that, as such Managing Member, he signed and delivered the said instrument pursuant to the authority given by the Members of Timber Trails Building Company, Inc., and as his free and voluntary act, and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

NOTARY STAMP

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Notary Public Certificate for Luke Hofstad

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFY that Luke Hofstad is personally known to me, and also known to me to be the same person whose name is subscribed to the foregoing instrument and, as such, he appeared before me on this day in person and I acknowledge that he signed and delivered the said instrument of his own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

NOTARY STAMP

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Notary Public Certificate for Asmita R. Patel

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFY that Asmita R. Patel is personally known to me, and also known to me to be the same person whose name is subscribed to the foregoing instrument and, as such, she appeared before me on this day in person and I acknowledge that she signed and delivered the said instrument of her own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

NOTARY STAMP

EXHIBIT "A"

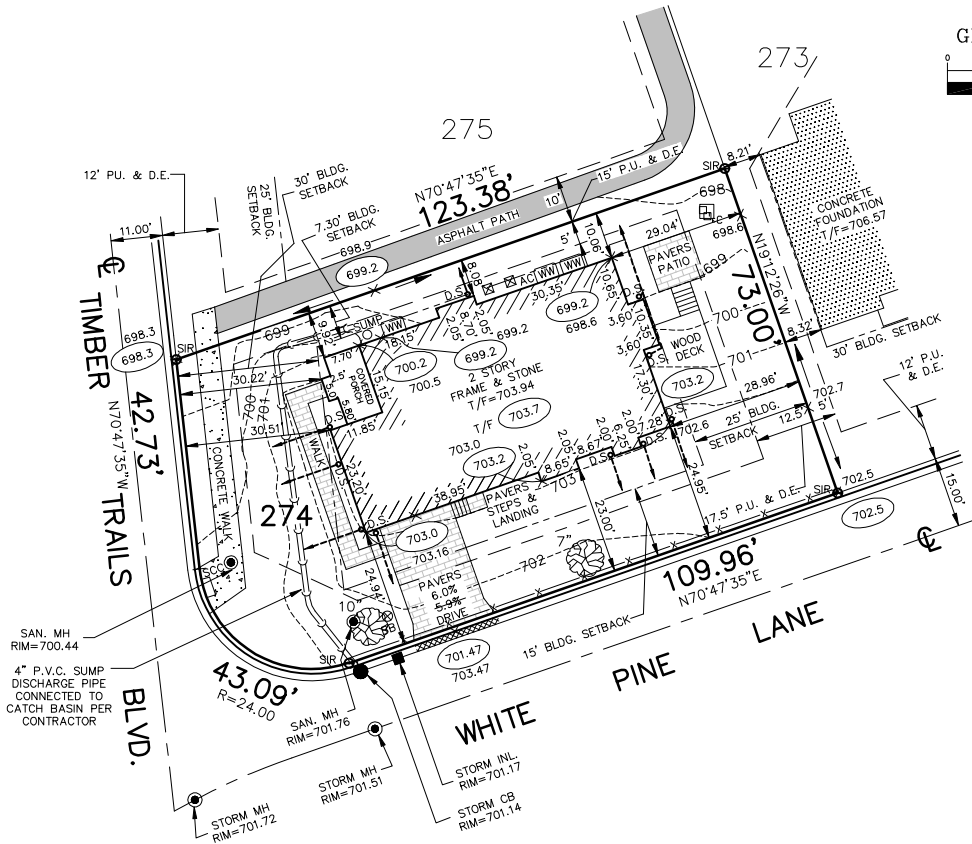
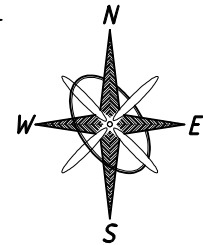
**PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 274 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION**

(attached)

BOUNDARY & TOPOGRAPHIC SURVEY

LOT 274 IN TIMBER TRAILS RESUBDIVISION NUMBER 2, BEING A RESUBDIVISION OF LOTS 14, 15, 16 AND 17 IN TIMBER TRAILS SUBDIVISION UNIT 1, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE NORTH QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALONG WITH PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TIMBER TRAILS RESUBDIVISION NUMBER 2 RECORDED OCTOBER 22, 2018, AS DOCUMENT NUMBER 1829517029, IN COOK COUNTY, ILLINOIS.

ADDRESS: 5923 TIMBER TRAILS BOULEVARD, WESTERN SPRINGS, ILLINOIS 60558



LEGEND

P.U.	INDICATES PUBLIC UTILITY EASEMENT	+ SSC	INDICATES SET CROSS-CUT
D.E.	INDICATES DRAINAGE EASEMENT	+ FPK	INDICATES FOUND P.K. NAIL
P.S.E.	INDICATES PUBLIC WALK EASEMENT	X XXX.X	INDICATES PROPOSED SPOT ELEVATIONS
PROP.	INDICATES PROPOSED FEATURE	(XXX.X)	INDICATES AS-BUILT SPOT ELEVATIONS
EXIST.	INDICATES EXISTING	--812--	INDICATES AS-BUILT CONTOURS
MH	INDICATES MANHOLE	⊗	INDICATES BUFFALO BOX
T/F	INDICATES TOP OF FOUNDATION	⊗	INDICATES CLEANOUT
CONC.	INDICATES CONCRETE	⊗	INDICATES A/C UNIT
WW	INDICATES WINDOW WELL	→	INDICATES DRAINAGE FLOW ARROW
M=	INDICATES MEASURED DIMENSION	—	INDICATES AS-BUILT SANITARY WYE CONNECTION
R=	INDICATES RECORDED DIMENSION	⊗	INDICATES WATER VALVE VAULT
BLDG.	INDICATES BUILDING	⊗	INDICATES STORM CATCH BASIN/INLET
RAD	INDICATES RADIUS	⊗	INDICATES STORM MANHOLE
● FIP	INDICATES FOUND IRON PIPE	⊗	INDICATES TREE W/ SIZE
⊗ SIR	INDICATES SET IRON ROD	⊗	INDICATES ELECTRIC SPLICE BOX
○ OS	INDICATES DOWNSPOUT	⊗	INDICATES TELEPHONE SPLICE BOX
		⊗	INDICATES CABLE SPLICE BOX

GENERAL NOTES:

- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
- COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA SHOWN HEREON AND REPORT ANY DISCREPANCIES AT ONCE.
- NO DIMENSIONS SHALL BE DERIVED FROM SCALED MEASUREMENT.
- ONLY THOSE BUILDING SETBACK LINES AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION ARE SHOWN HEREON, UNLESS INDICATED OTHERWISE. REFER TO DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS WHICH MAY OR MAY NOT EXIST.
- LEGAL DESCRIPTION SUPPLIED BY CLIENT.
- BUILDING TIES ARE TO CONCRETE FOUNDATION.

SURVEYOR'S NOTES:

- BEARINGS BASED ON THE RECORDED PLAT OF SUBDIVISION.
- DISTANCES ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.
- THIS SURVEY WAS PERFORMED ON THE GROUND AND COMPLETED OCTOBER 10, 2018.
- ONLY THOSE IMPROVEMENTS THAT WERE VISIBLE FROM ABOVE GROUND AT TIME OF SURVEY AND THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE ARE SHOWN ON THE FACE OF THIS PLAT. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.
- SURFACE INDICATIONS OF UTILITIES ON THE SURVEYED PARCEL HAVE BEEN SHOWN. UNDERGROUND AND OFFSITE OBSERVATIONS HAVE NOT BEEN MADE TO DETERMINE THE EXTENT OF UTILITIES SERVING OR EXISTING ON THE PROPERTY. PUBLIC AND/OR PRIVATE RECORDS HAVE NOT BEEN SEARCHED TO PROVIDE ADDITIONAL INFORMATION.
- OTHER THAN VISIBLE OBSERVATIONS NOTED HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SERVICE OR UTILITY LINE. CONTROLLED UNDERGROUND EXPLORATORY EFFORT TOGETHER WITH J.U.L.I.E. LOCATIONS IS RECOMMENDED TO DETERMINE THE FULL EXTENT OF UNDERGROUND SERVICE AND UTILITY LINES. CONTACT 1-800-892-0123.
- LOT WAS NOT SODDED AT TIME OF SURVEY, BLACK DIRT ONLY

STATE OF ILLINOIS }
COUNTY OF COOK }

WE, KNIGHT E/A, INC., ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-002141, HEREBY CERTIFY THAT THE PROPERTY HEREON DESCRIBED WAS SURVEYED UNDER THE DIRECT SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR, AND THAT THIS PLAT REPRESENTS THE CONDITIONS FOUND AT THE TIME OF SAID SURVEY.

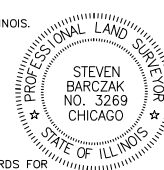
GIVEN UNDER MY HAND AND SEAL THIS 22 DAY OF OCTOBER, 2018 IN CHICAGO, ILLINOIS.

KNIGHT E/A, INC.

STEVEN BARCZAK, IPLS NO. 035.003269
LICENSE EXPIRES: 11/30/2018

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

THIS PLAT IS VALID ONLY WITH A SIGNATURE AND WITH A RAISED SEAL.



Drawn By: AZ	Designed By: SB	Scale: 1"=20'
BOUNDARY & TOPOGRAPHIC SURVEY		
REVISIONS		
1	12/19/18	ADD SUMP DISCHARGE

TIMBER TRAILS SUBDIVISION UNIT 2

PREPARED FOR:

TIMBER TRAILS DEVELOPMENT COMPANY

6114 BURR OAK DRIVE
WESTERN SPRINGS, ILLINOIS 60558
(708) 783-1602

LOT 274 FINAL GRADE VERIFICATION

KNIGHT

Engineers & Architects

Phone (312) 577-3300
Fax (312) 577-3526
knighttea.com

Knight E/A, Inc.
221 N. LaSalle Street, Suite 300
Chicago, Illinois 60601-1211

SHEET NO.

1

OF **1**

DATE: **10-22-2018**

JOB NO. **7332.15**

EXHIBIT "C"

**PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT
FOR LOT 275 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION
AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 275 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION**

(attached)

THIS DOCUMENT WAS PREPARED

BY:

Michael T. Jurusik, Esq.
Klein, Thorpe and Jenkins, Ltd.
900 Oakmont Lane
Suite 301
Westmont, Illinois 60559

Record Against PIN:

18-18-404-019-0000.

AFTER RECORDING

RETURN TO:

Attorney Michael T. Jurusik

**PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT
FOR LOT 275 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that James C. Schwab and Catherine A. Bartell (collectively hereinafter "Grantor" or "Owner"), for good and valuable consideration, the receipt of which is acknowledged, GRANTS, RESERVES, CONVEYS, ASSIGNS AND QUIT CLAIMS to the Village of Western Springs, an Illinois municipal corporation, Cook County, Illinois ("Village"), a permanent and perpetual public sidewalk easement and public utility easement, which are legally described below, consisting of an eight (8.00) foot wide strip of land that is located in the southeast rear yard and is adjacent to and extends along the southeasterly rear lot line of the below-described property, and a five (5.00) foot wide strip of land that is located adjacent to and extends along the south lot line of the below-described property, as shown on the PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 275 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "A"** and made a part hereof, for the purposes set forth below under "Easement Purpose and Terms" in, on, upon, over, through, across and under a portion of the real property legally described as follows:

AN EASEMENT OVER THE NORTHERLY 8.00 FEET MEASURED PERPENDICULAR TO THE NORTHERLY LINE THEREOF OF LOT 275 IN TIMBER TRAILS RESUBDIVISION NUMBER 2, BEING A RESUBDIVISION OF LOTS 14, 15, 16, AND 17 IN TIMBER TRAILS SUBDIVISION UNIT 1, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 18 TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALONG WITH PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TIMBER TRAILS RESUBDIVISION NUMBER 2 RECORDED OCTOBER 22, 2018, AS DOCUMENT NUMBER 1829517029, IN COOK COUNTY, ILLINOIS;
(hereinafter the "Easement Area");

ADDRESS: 5921 Timber Trails Blvd., Lot 275, Western Springs, Illinois;

PIN: 18-18-404-019-0000.

Easement Purpose and Terms:

1. **Purpose.** The purpose of the eight (8.00) foot wide public sidewalk easement and five (5.00) foot wide public sidewalk easement is to allow for the construction, installation, maintenance, repair, replacement and operation of an eight (8.00) foot wide asphalt public sidewalk that is also referred to as a "Pedestrian Circulation System" (as defined in the Annexation Agreement for the Timber Trails Subdivision entered into between the Village of Western Springs and Western Springs One, LLC on March 21, 2005 and recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0508203048 (hereinafter "Annexation Agreement") and the Community Declarations for the Timber Trails Subdivision recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0703334023, as amended, (hereinafter "Declaration")), within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto. The Easement Area shall also afford access to contractors to perform work on the Pedestrian Circulation System and to the public who use the Pedestrian Circulation System as a recreational amenity and as a means of pedestrian travel. The purpose of the public utility easement, which occupies the Easement Area, is to allow for the construction, installation, maintenance, repair, replacement and operation of public utilities (electric lines, wires, conduit and light standards, poles and fixtures) within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto, including access by contractors who perform work on the public utilities.
2. **Covenant That Runs With the Land.** The public sidewalk easements and public utility easement rights, conditions and other obligations that are set forth herein and granted by this PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 275 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION (hereinafter the "Easement Agreement") and contained in the attached Plat shall be covenants that run with the land even if the above-described real property or any other portion of Timber Trails Subdivision is consolidated, subdivided, or all or some portion thereof is sold, leased or otherwise transferred at some future date, unless the Parties mutually consent to the termination or modification of the easements, covenants and conditions and other obligations set forth herein. The easement rights, covenants and conditions and other obligations set forth in this Easement Agreement shall be binding upon and enforceable against all successors in title or interest, grantees, successor owners, representatives, transferees and assigns of the Easement Area, or any portion thereof.
3. **Ownership and Maintenance of the Sidewalk/Pedestrian Circulation System.** A sidewalk and public utilities have already been constructed by the Developer of the Timber Trails Subdivision (Timber Trails Building Company, Inc. or its predecessor) within the Easement Area, in accordance with the requirements set forth in the Annexation Agreement, so that the improvements are connected into and are part of the existing Pedestrian Circulation System. The Timber Trails of Western Springs Community Association (the "Homeowners Association") shall be responsible for the future maintenance (including snow removal), repair and replacement of the public sidewalk and the public utilities constructed within the Easement Area in accordance with the applicable terms of the Annexation Agreement and the Declaration, even after the conveyance of title of such improvements to the Village. The Developer shall convey title to the completed sidewalk and public utilities to the Village through a plat of dedication and bill of sale in accordance with the applicable provisions of the Annexation Agreement.
4. **No Conveyance of Land.** Nothing in this Easement Agreement shall be construed to constitute a conveyance of fee simple title to the above-described real property, or an acceptance thereof, by the Village.

5. Recording. This Easement Agreement and its Plat exhibit shall be filed by the Village with the Cook County Clerk's Office, Recording Division, at the Developer's expense. A copy of the Easement Agreement and its Plat exhibit with the Recorder's stamp affixed thereto shall be delivered to the Owner and the Developer by the Village within thirty (30) days of its filing date.
6. Incorporation. The terms, conditions and obligations set forth in the Annexation Agreement and the Declaration are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, James C. Schwab and Catherine A. Bartell have voluntarily signed this Easement Agreement, and the President and Board of Trustees of the Village of Western Springs, and the authorized corporate officer of Timber Trails Building Company, Inc. have taken the appropriate corporate action to approve this Easement Agreement, the authorized signatories of each Party have executed this Easement Agreement, and this Easement Agreement becomes effective on the date the last signatory executes their signature line below.

GRANTOR / OWNER: James C. Schwab and Catherine A. Bartell

By: _____
James C. Schwab

By: _____
Catherine A. Bartell

Date: _____, 2025.

Date: _____, 2025.

DEVELOPER: Timber Trails Building Company, Inc.

By: _____
Brian Taylor, Authorized Corporate Officer

Date: _____, 2025.

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

ATTEST:

By: _____
Heidi Rudolph, Village President

By: _____
Edward Tymick, Village Clerk

Date: _____, 2025.

Date: _____, 2025.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Notary Public Certificate for Brian Taylor

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFY that Brian Taylor is personally known to me to be the Authorized Corporate Officer of Timber Trails Building Company, Inc., and also known to me to be the same person whose name is subscribed to the foregoing instrument and, as such Authorized Corporate Officer, appeared before me this day in person and acknowledged that, as such Authorized Corporate Officer, he signed and delivered the said instrument pursuant to the authority given by the Timber Trails Building Company, Inc., and as his free and voluntary act, and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

NOTARY STAMP

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Notary Public Certificate for James C. Schwab

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFY that James C. Schwab is personally known to me, and also known to me to be the same person whose name is subscribed to the foregoing instrument and, as such, he appeared before me on this day in person and I acknowledge that he signed and delivered the said instrument of his own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

NOTARY STAMP

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Notary Public Certificate for Catherine A. Bartell

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFY that Catherine A. Bartell is personally known to me, and also known to me to be the same person whose name is subscribed to the foregoing instrument and, as such, she appeared before me on this day in person and I acknowledge that she signed and delivered the said instrument of her own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

NOTARY STAMP

EXHIBIT "A"

**PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 275 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION**

(attached)

Draft

BOUNDARY SURVEY

LOT 275 IN TIMBER TRAILS RESUBDIVISION NUMBER 2, BEING A RESUBDIVISION OF LOTS 14, 15, 16 AND 17 IN TIMBER TRAILS SUBDIVISION UNIT 1, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALONG WITH PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TIMBER TRAILS RESUBDIVISION NUMBER 2 RECORDED OCTOBER 22, 2018, AS DOCUMENT NUMBER 1829517029, IN COOK COUNTY, ILLINOIS.

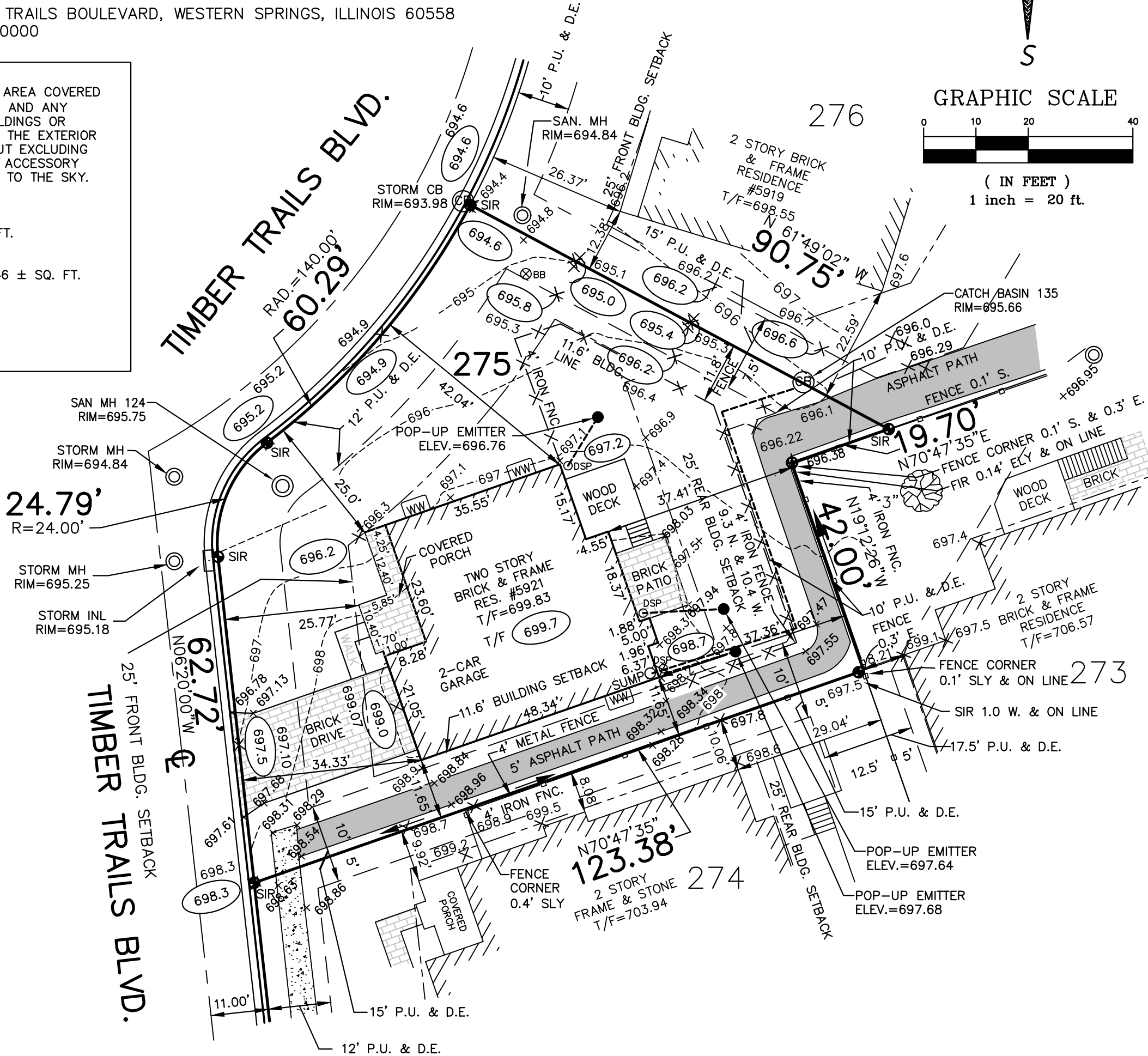
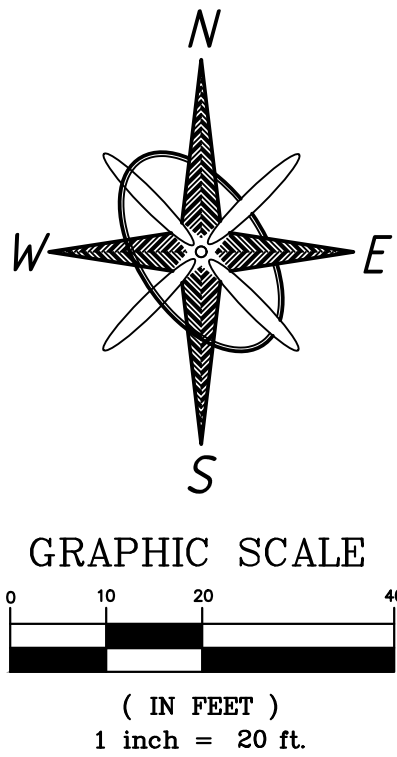
ADDRESS: 5921 TIMBER TRAILS BOULEVARD, WESTERN SPRINGS, ILLINOIS 60558
P.I.N.: 18-18-404-007-0000

BUILDING COVERAGE: THE LOT AREA COVERED BY THE PRINCIPAL BUILDING(S) AND ANY ROOFED OVER ACCESSORY BUILDINGS OR STRUCTURES, MEASURED FROM THE EXTERIOR FACES OF EXTERIOR WALLS, BUT EXCLUDING DECKS, TERRACES AND OTHER ACCESSORY STRUCTURES WHICH ARE OPEN TO THE SKY.

LOT AREA: 10,113 ± SQ. FT.

BUILDING AREA: 2,113 ± SQ. FT.
COVERAGE: 20.9%

TOTAL IMPERVIOUS AREA: 2,946 ± SQ. FT.
COVERAGE: 29.5%



LEGEND

△BM	BENCHMARK	⊗BB	EXISTING WATER BUFFALO BOX
+FCC	FOUND CROSS-CUT	⊗GAS	EXISTING GAS BUFFALO BOX
✚SCC	SET CROSS-CUT	⊗	EXISTING CLEANOUT
○FIP	FOUND IRON PIPE	⊗	EXISTING WATER VALVE VAULT
●SIP	SET IRON PIPE	⊗CB	EXISTING STORM CATCH BASIN
⊗FIR	FOUND IRON ROD	⊗	EXISTING STORM CURB INLET
●SIR	SET IRON ROD	⊗	EXISTING MANHOLE
✚FPK	FOUND P.K. NAIL	⊗	EXISTING DECIDUOUS TREE W/ SIZE
✚FMN	FOUND MAG NAIL	⊗	EXISTING CONIFEROUS TREE W/ SIZE
✚SPK	SET P.K. NAIL	⊗	EXISTING BOLLARDS
⊗SCM	SET CONCRETE MONUMENT	⊗	EXISTING FIRE HYDRANTS
⊗	EXISTING TRAFFIC LIGHT	⊗	EXISTING STREET SIGN
⊗	EXISTING POWER POLE	⊗	EXISTING DOWNSPOUT
⊗	EXISTING GUY ANCHOR	⊗	EXISTING WELL
⊗	EXISTING TRAFFIC CONTROL BOX	⊗	EXISTING MONITORING WELL
⊗	EXISTING LIGHT STANDARD	⊗	EXISTING HEADWALL
⊗	EXISTING TRANSFORMER PAD	⊗	EXISTING MAILBOX
⊗A/C	EXISTING AIR CONDITIONER UNIT	⊗	EXISTING RAILROAD SIGNAL
⊗	EXISTING ELECTRIC PEDESTAL	⊗	EXISTING BUSH
⊗	EXISTING TELEPHONE PEDESTAL	⊗	EXISTING POP-UP EMITTER
⊗	EXISTING CABLE PEDESTAL		
⊗	EXISTING ELECTRIC METER		
⊗	EXISTING GAS METER		
⊗	EXISTING WATER METER		
⊗	EXISTING HAND HOLE		
⊗	EXISTING DOUBLE HAND HOLE		
⊗	EXISTING UTILITY FLAGGING		
⊗	EXISTING GAS VALVE		
⊗	EXISTING WATER VALVE		

ABBREVIATIONS

B/C	BACK OF CURB
B/W	BOTTOM OF WALL
BIT.	BITUMINOUS
CALC.	CALCULATED DATUM
CHD	CHORD
CMF	CORRUGATED METAL PIPE
CONC.	CONCRETE
D.E.	DRAINAGE EASEMENT
D/C	DEPRESSED CURB
DEED	DEED DATUM
DIP	DUCTILE IRON PIPE
E	EAST
E/P	EDGE OF PAVEMENT
EXIST./EX	EXISTING
F/F	FINISHED FLOOR
F/L	FLOW LINE
FLARED END SECTION	FLARED END SECTION
I.E.E.	INGRESS EGRESS EASEMENT
INVERT	INVERT
MEAS./M=	MEASURED DATUM
MH	MANHOLE
N	NORTH
P.U. & D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
PC	POINT OF CURVE
PCC	POINT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE
PROP.	PROPOSED
PT	POINT OF TANGENCY
RAD	RADIUS
RCP	REINFORCED CONCRETE PIPE
REC./R=	RECORD DATUM
SAN	SOUTH
T/C	TOP OF CURB
T/F	TOP OF FOUNDATION
T/P	TOP OF PIPE
T/W	TOP OF WALL
U.E.	UTILITY EASEMENT
VCP	VITRIFIED CLAY PIPE
W	WEST
WW	WINDOW WELL

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA SHOWN HEREON AND REPORT ANY DISCREPANCIES AT ONCE.
3. NO DIMENSIONS SHALL BE DERIVED FROM SCALED MEASUREMENT.
4. ONLY THOSE BUILDING SETBACK LINES AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION ARE SHOWN HEREON, UNLESS INDICATED OTHERWISE. REFER TO DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS WHICH MAY OR MAY NOT EXIST.
5. DISTANCES ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.
6. PROPOSED IMPROVEMENTS SHOWN AS LIGHT GRAY.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE RECORDED PLAT OF SUBDIVISION.
2. THIS SURVEY WAS PERFORMED ON THE GROUND AND COMPLETED JUNE 21, 2021.
3. ONLY THE IMPROVEMENTS THAT WERE VISIBLE FROM ABOVE GROUND AT TIME OF SURVEY AND THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE ARE SHOWN ON THE FACE OF THIS PLAT. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.
4. SURFACE INDICATIONS OF UTILITIES ON THE SURVEYED PARCEL HAVE BEEN SHOWN. UNDERGROUND AND OFFSITE OBSERVATIONS HAVE NOT BEEN MADE TO DETERMINE THE EXTENT OF UTILITIES SERVING OR EXISTING ON THE PROPERTY. PUBLIC AND/OR PRIVATE RECORDS HAVE NOT BEEN SEARCHED TO PROVIDE ADDITIONAL INFORMATION.
5. OTHER THAN VISIBLE OBSERVATIONS NOTED HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SERVICE OR UTILITY LINE. CONTROLLED UNDERGROUND EXPLORATORY EFFORT TOGETHER WITH J.U.L.I.E. LOCATIONS IS RECOMMENDED TO DETERMINE THE FULL EXTENT OF UNDERGROUND SERVICE AND UTILITY LINES. CONTACT J.U.L.I.E. AT: 1-800-892-0123.
6. BUILDING TIES ARE MEASURED TO CONCRETE FOUNDATION.

STATE OF ILLINOIS }
COUNTY OF COOK } SS

WE, KNIGHT E/A, INC., ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-002141, HEREBY CERTIFY THAT THE PROPERTY HEREON DESCRIBED WAS SURVEYED UNDER THE DIRECT SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR, AND THAT THIS PLAT REPRESENTS THE CONDITIONS FOUND AT THE TIME OF SAID SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS 24TH DAY OF JUNE, 2021 IN CHICAGO, ILLINOIS.

KNIGHT E/A, INC.

STEVEN BARCZAK, IPLS NO. 035.003269
LICENSE EXPIRES: 11/30/2022

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ORIGINAL COPIES OF THIS PLAT CONTAIN A SIGNATURE AND A RAISED SEAL.



Drawn By: JV	Designed By: SB	Scale: 1"=20'
BOUNDARY SURVEY		
REVISIONS		

TIMBER TRAILS RESUBDIVISION #2
PREPARED FOR:
TIMBER TRAILS DEVELOPMENT COMPANY
6114 BURR OAK DRIVE
WESTERN SPRINGS, ILLINOIS 60558
(708) 783-1602

KNIGHT	Engineers & Architects
Knight E/A, Inc.	Phone (312) 577-3300
221 N. LaSalle Street, Suite 300	Fax (312) 577-3526
Chicago, Illinois 60601-1211	knightea.com

SHEET NO.
1
OF 1
DATE: 06/14/2021
JOB NO. 7332.16

LOT 275 UPDATE SURVEY

EXHIBIT "D"

**PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT
FOR LOT 276 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION
AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 276 IN UNIT 1 OF TIMBER TRAILS SUBDIVISION**

(attached)

THIS DOCUMENT WAS PREPARED

BY:

Michael T. Jurusik, Esq.
Klein, Thorpe and Jenkins, Ltd.
900 Oakmont Lane
Suite 301
Westmont, Illinois 60559

Record Against PIN:

18-18-404-020-0000.

AFTER RECORDING

RETURN TO:

Attorney Michael T. Jurusik

**PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT
FOR LOT 276 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that Aroldo M. Bethencourt and Lisett J. Resende (collectively hereinafter "Grantor" or "Owner"), for good and valuable consideration, the receipt of which is acknowledged, GRANTS, RESERVES, CONVEYS, ASSIGNS AND QUIT CLAIMS to the Village of Western Springs, an Illinois municipal corporation, Cook County, Illinois ("Village"), a permanent and perpetual public sidewalk easement and public utility easement, which are legally described below, consisting of an eight (8.00) foot wide strip of land that is located in the rear yard and is adjacent to and extends along the southeasterly rear lot line of the below-described property, as shown on the PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 276 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "A"** and made a part hereof, for the purposes set forth below under "Easement Purpose and Terms" in, on, upon, over, through, across and under a portion of the real property legally described as follows:

AN EASEMENT OVER THE NORTHERLY 5.00 FEET MEASURED PERPENDICULAR TO THE NORTHERLY LINE THEREOF OF LOT 276 IN TIMBER TRAILS RESUBDIVISION NUMBER 2, BEING A RESUBDIVISION OF LOTS 14, 15, 16, AND 17 IN TIMBER TRAILS SUBDIVISION UNIT 1, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 18 TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALONG WITH PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TIMBER TRAILS RESUBDIVISION NUMBER 2 RECORDED OCTOBER 22, 2018, AS DOCUMENT NUMBER 1829517029, IN COOK COUNTY, ILLINOIS;

ADDRESS: 5919 Timber Trails Blvd., Lot 276, Western Springs, Illinois;

PIN: 18-18-404-020-0000.

Easement Purpose and Terms:

1. Purpose. The purpose of the eight (8.00) foot wide public sidewalk easement is to allow for the construction, installation, maintenance, repair, replacement and operation of an eight (8.00) foot wide asphalt public sidewalk that is also referred to as a "Pedestrian Circulation System" (as defined in the Annexation Agreement for the Timber Trails Subdivision entered into between the Village of Western Springs and Western Springs One, LLC on March 21, 2005 and recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0508203048 (hereinafter "Annexation Agreement") and the Community Declarations for the Timber Trails Subdivision recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0703334023, as amended, (hereinafter "Declaration")), within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto. The Easement Area shall also afford access to contractors to perform work on the Pedestrian Circulation System and to the public who use the Pedestrian Circulation System as a recreational amenity and as a means of pedestrian travel. The purpose of the public utility easement, which occupies the Easement Area, is to allow for the construction, installation, maintenance, repair, replacement and operation of public utilities (electric lines, wires, conduit and light standards, poles and fixtures) within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto, including access by contractors who perform work on the public utilities.
2. Covenant That Runs With the Land. The public sidewalk easements and public utility easement rights, conditions and other obligations that are set forth herein and granted by this PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 276 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION (hereinafter the "Easement Agreement") and contained in the attached Plat shall be covenants that run with the land even if the above-described real property or any other portion of Timber Trails Subdivision is consolidated, subdivided, or all or some portion thereof is sold, leased or otherwise transferred at some future date, unless the Parties mutually consent to the termination or modification of the easements, covenants and conditions and other obligations set forth herein. The easement rights, covenants and conditions and other obligations set forth in this Easement Agreement shall be binding upon and enforceable against all successors in title or interest, grantees, successor owners, representatives, transferees and assigns of the Easement Area, or any portion thereof.
3. Ownership and Maintenance of the Sidewalk/Pedestrian Circulation System. A sidewalk and public utilities have already been constructed by the Developer of the Timber Trails Subdivision (Timber Trails Building Company, Inc. or its predecessor) within the Easement Area, in accordance with the requirements set forth in the Annexation Agreement, so that the improvements are connected into and are part of the existing Pedestrian Circulation System. The Timber Trails of Western Springs Community Association (the "Homeowners Association") shall be responsible for the future maintenance (including snow removal), repair and replacement of the public sidewalk and the public utilities constructed within the Easement Area in accordance with the applicable terms of the Annexation Agreement and the Declaration, even after the conveyance of title of such improvements to the Village. The Developer shall convey title to the completed sidewalk and public utilities to the Village through a plat of dedication and bill of sale in accordance with the applicable provisions of the Annexation Agreement.
4. No Conveyance of Land. Nothing in this Easement Agreement shall be construed to constitute a conveyance of fee simple title to the above-described real property, or an acceptance thereof, by the Village.

5. Recording. This Easement Agreement and its Plat exhibit shall be filed by the Village with the Cook County Clerk's Office, Recording Division, at the Developer's expense. A copy of the Easement Agreement and its Plat exhibit with the Recorder's stamp affixed thereto shall be delivered to the Owner and the Developer by the Village within thirty (30) days of its filing date.
6. Incorporation. The terms, conditions and obligations set forth in the Annexation Agreement and the Declaration are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, Aroldo M. Bethencourt and Lisett J. Resende have voluntarily signed this Easement Agreement, and the President and Board of Trustees of the Village of Western Springs and the authorized corporate officer of Timber Trails Building Company, Inc. have taken the appropriate corporate action to approve this Easement Agreement, the authorized signatories of each Party have executed this Easement Agreement and this Easement Agreement becomes effective on the date the last signatory executes their signature line below.

GRANTOR / OWNER: Aroldo M. Bethencourt and Lisett J. Resende

By: _____
Aroldo M. Bethencourt

By: _____
Lisett J. Resende

Date: _____, 2025.

Date: _____, 2025.

DEVELOPER: Timber Trails Building Company, Inc.

By: _____
Brian Taylor, Authorized Corporate Officer

Date: _____, 2025.

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

ATTEST:

By: _____
Heidi Rudolph, Village President

By: _____
Edward Tymick, Village Clerk

Date: _____, 2025.

Date: _____, 2025.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Notary Public Certificate for Brian Taylor

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFY that Brian Taylor is personally known to me to be the Authorized Corporate Officer of Timber Trails Building Company, Inc., and also known to me to be the same person whose name is subscribed to the foregoing instrument and, as such Authorized Corporate Officer, appeared before me this day in person and acknowledged that, as such Authorized Corporate Officer, he signed and delivered the said instrument pursuant to the authority given by the Timber Trails Building Company, Inc., and as his free and voluntary act, and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

NOTARY STAMP

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Notary Public Certificate for Aroldo M. Bethencourt

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFY that Aroldo M. Bethencourt is personally known to me, and also known to me to be the same person whose name is subscribed to the foregoing instrument and, as such, he appeared before me on this day in person and I acknowledge that he signed and delivered the said instrument of his own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

NOTARY STAMP

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Notary Public Certificate for Lisett J. Resende

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFY that Lisett J. Resende is personally known to me, and also known to me to be the same person whose name is subscribed to the foregoing instrument and, as such, she appeared before me on this day in person and I acknowledge that she signed and delivered the said instrument of her own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

NOTARY STAMP

EXHIBIT "A"

**PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 276 OF UNIT 1 IN TIMBER TRAILS SUBDIVISION**

(attached)

Draft

BOUNDARY & TOPOGRAPHIC SURVEY

LOT 276 IN TIMBER TRAILS RESUBDIVISION NUMBER 2, BEING A RESUBDIVISION OF LOTS 14, 15, 16 AND 17 IN TIMBER TRAILS SUBDIVISION UNIT 1, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALONG WITH PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TIMBER TRAILS RESUBDIVISION NUMBER 2 RECORDED OCTOBER 22, 2018, AS DOCUMENT NUMBER 1829517029, IN COOK COUNTY, ILLINOIS.

ADDRESS: 5919 TIMBER TRAILS BOULEVARD, WESTERN SPRINGS, ILLINOIS 60558

PIN. NUMBER 18-18-404-008-0000

- ABBREVIATIONS
- B/C BACK OF CURB
 - B/W BOTTOM OF WALL
 - BIT. BITUMINOUS
 - CALC. CALCULATED DATUM
 - CHD CHORD
 - CMP CORRUGATED METAL PIPE
 - CONC. CONCRETE
 - D.E. DRAINAGE EASEMENT
 - D/C DEPRESSED CURB
 - DEED DEED DATUM
 - DIP DUCTILE IRON PIPE
 - E EAST
 - E/P EDGE OF PAVEMENT
 - EXIST./EX EXISTING
 - F/F FINISHED FLOOR
 - F/L FLOW LINE
 - FES FLARED END SECTION
 - I.E.E. INGRESS EGRESS EASEMENT
 - INV INVERT
 - MEAS./M= MEASURED DATUM
 - MH MANHOLE
 - N NORTH
 - P.U. & D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - PC POINT OF CURVE
 - POC POINT OF COMPOUND CURVE
 - PRC POINT OF REVERSE CURVE
 - PROP. PROPOSED
 - PT POINT OF TANGENCY
 - RAD RADIUS
 - REC/R= REINFORCED CONCRETE PIPE
 - S SOUTH
 - SAN SANITARY
 - T/C TOP OF CURB
 - T/F TOP OF FOUNDATION
 - T/P TOP OF PIPE
 - T/W TOP OF WALL
 - U.E. UTILITY EASEMENT
 - VCP VITRIFIED CLAY PIPE
 - WW WEST
 - WINDOW WELL

- LEGEND
- ΔBM BENCHMARK
 - + FCC FOUND CROSS-CUT
 - + SCC SET CROSS-CUT
 - FIP FOUND IRON PIPE
 - SIP SET IRON PIPE
 - ⊗ FIR FOUND IRON ROD
 - ⊗ SIR SET IRON ROD
 - + FPK FOUND P.K. NAIL
 - + FMN FOUND MAG NAIL
 - + SPK SET P.K. NAIL
 - ⊞ SCM SET CONCRETE MONUMENT
 - ⊞ EXISTING TRAFFIC LIGHT
 - ⊞ EXISTING POWER POLE
 - ⊞ EXISTING GUY ANCHOR
 - ⊞ EXISTING TRAFFIC CONTROL BOX
 - ⊞ EXISTING LIGHT STANDARD
 - ⊞ EXISTING TRANSFORMER PAD
 - ⊞ EXISTING AIR CONDITIONER UNIT
 - ⊞ EXISTING ELECTRIC PEDESTAL
 - ⊞ EXISTING TELEPHONE PEDESTAL
 - ⊞ EXISTING CABLE PEDESTAL
 - ⊞ EXISTING WATER VALVE
 - ⊞ EXISTING WATER BUFFALO BOX
 - ⊞ EXISTING GAS BUFFALO BOX
 - ⊞ EXISTING CLEANOUT
 - ⊞ EXISTING WATER VALVE VAULT
 - ⊞ EXISTING STORM CATCH BASIN
 - ⊞ EXISTING STORM CURB INLET
 - ⊞ EXISTING MANHOLE
 - ⊞ EXISTING DECIDUOUS TREE W/ SIZE
 - ⊞ EXISTING CONIFEROUS TREE W/ SIZE
 - EXISTING BOLLARDS
 - ⊞ EXISTING FIRE HYDRANTS
 - ⊞ EXISTING STREET SIGN
 - ⊞ EXISTING DOWNSPOUT
 - PU EXISTING POP-UP EMITTER

BENCHMARKS/CONTROL

- SOURCE: F.E.M.A. BENCHMARK RM303 MAP PANEL NUMBER 0145 LOCATED AT THE SE 1/4 OF THE NORTH 1/4 OF SECTION 30; TOWNSHIP 38 NORTH RANGE 12 EAST; APPROXIMATELY 2400 FEET SOUTH OF I-294 (TOLL WAY) AND 350 FEET SOUTH OF 73rd PLACE; A BOAT SPIKE IN WEST FACE OF A POWER POLE IN NORTHWEST QUADRANT AT INTERSECTION OF WOLF ROAD AND PAVED ROAD WEST, 0.3 FOOT ABOVE CENTERLINE. ELEVATION (PER NGVD OF 1929) = 635.635
- SITE: SOUTHEAST CORNER OF I.D.O.T TRAFFIC CONTROL BOX, LOCATED AT THE NORTHWEST CORNER OF WOLF ROAD AND JOLIET ROAD. ELEVATION: 655.82
- SITE: CROSS CUT ON AN I.D.O.T TRAFFIC SIGNAL HAND HOLE, LOCATED AT THE NORTHWEST CORNER OF WOLF ROAD AND PLAINFIELD ROAD. ELEVATION: 705.40
- CP 1740 CROSS CUT ON CURB BY PC LOT 17
N: 2828.597
E: 3177.18
ELEVATION: 693.852
- CP1604 CROSS CUT ON CURB BY HYDRANT ACROSS LOT 59
N: 2987.546
E: 3085.363
ELEVATION: 691.45
- NOTE: ANY AND ALL PARTIES UTILIZING THE VERTICAL DATUM LISTED ABOVE SHALL ALWAYS CHECK INTO AT LEAST TWO (2) BENCH MARKS TO AVOID MISTAKES DUE TO HYDRANT ADJUSTMENTS OR TRANSPOSITIONAL ERRORS. FAILURE TO DO SO WILL BE CONSIDERED TANTAMOUNT TO GROSS NEGLIGENCE AND SUBJECT THE OFFENDING PARTY TO ANY DAMAGES ATTENDANT

- PROPERTY LINE
- CENTERLINE
- EASEMENT
- BUILDING SETBACK
- EXISTING CHAIN LINK FENCE
- EXISTING WOOD FENCE
- EXISTING GUARDRAIL
- EXISTING RAILROAD TRACKS
- EXISTING WATER EDGE
- DEPRESSED CURB
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- GRAVEL PAVEMENT
- BRICK PAVEMENT

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA SHOWN HEREON AND REPORT ANY DISCREPANCIES AT ONCE.
3. NO DIMENSIONS SHALL BE DERIVED FROM SCALED MEASUREMENT.
4. ONLY THOSE BUILDING SETBACK LINES AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION ARE SHOWN HEREON, UNLESS INDICATED OTHERWISE. REFER TO DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS WHICH MAY OR MAY NOT EXIST.
5. DISTANCES ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.
6. PROPOSED IMPROVEMENTS SHOWN AS LIGHT GRAY.

SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE RECORDED PLAT OF SUBDIVISION.
2. THIS SURVEY WAS PERFORMED ON THE GROUND AND COMPLETED SEPTEMBER 27, 2021 AND APRIL 21, 2022.
3. ONLY THE IMPROVEMENTS THAT WERE VISIBLE FROM ABOVE GROUND AT TIME OF SURVEY AND THROUGH A NORMAL SEARCH AND WALK THROUGH OF THE SITE ARE SHOWN ON THE FACE OF THIS PLAT. LAWN SPRINKLER SYSTEMS, IF ANY, ARE NOT SHOWN ON THIS SURVEY.
4. SURFACE INDICATIONS OF UTILITIES ON THE SURVEYED PARCEL HAVE BEEN SHOWN. UNDERGROUND AND OFFSITE OBSERVATIONS HAVE NOT BEEN MADE TO DETERMINE THE EXTENT OF UTILITIES SERVING OR EXISTING ON THE PROPERTY. PUBLIC AND/OR PRIVATE RECORDS HAVE NOT BEEN SEARCHED TO PROVIDE ADDITIONAL INFORMATION.
5. OTHER THAN VISIBLE OBSERVATIONS NOTED HEREON, THIS SURVEY MAKES NO STATEMENT REGARDING THE ACTUAL PRESENCE OR ABSENCE OF ANY SERVICE OR UTILITY LINE. CONTROLLED UNDERGROUND EXPLORATORY EFFORT TOGETHER WITH J.U.L.I.E. LOCATIONS IS RECOMMENDED TO DETERMINE THE FULL EXTENT OF UNDERGROUND SERVICE AND UTILITY LINES. CONTACT J.U.L.I.E. AT: 1-800-892-0123.
6. BUILDING TIES ARE MEASURED TO CONCRETE FOUNDATION.

STATE OF ILLINOIS } SS
COUNTY OF COOK }

WE, KNIGHT E/A, INC., ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-002141, HEREBY CERTIFY THAT THE PROPERTY HEREON DESCRIBED WAS SURVEYED UNDER THE DIRECT SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR, AND THAT THIS PLAT REPRESENTS THE CONDITIONS FOUND AT THE TIME OF SAID SURVEY.

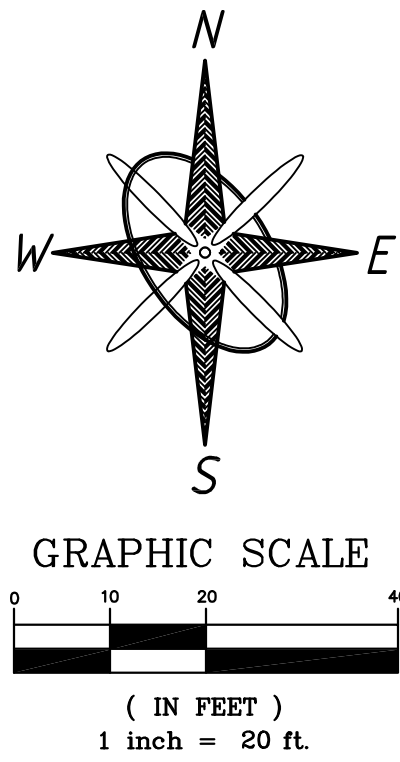
GIVEN UNDER MY HAND AND SEAL THIS 30TH DAY OF SEPTEMBER, 2021 IN CHICAGO, ILLINOIS.

KNIGHT E/A, INC.

STEVEN BARCZAK, IPLS NO. 035.003269
LICENSE EXPIRES: 11/30/2022

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ORIGINAL COPIES OF THIS PLAT CONTAIN A SIGNATURE AND A RAISED SEAL.



BUILDING COVERAGE: THE LOT AREA COVERED BY THE PRINCIPAL BUILDING(S) AND ANY ROOFED OVER ACCESSORY BUILDINGS OR STRUCTURES, MEASURED FROM THE EXTERIOR FACES OF EXTERIOR WALLS, BUT EXCLUDING DECKS, TERRACES AND OTHER ACCESSORY STRUCTURES WHICH ARE OPEN TO THE SKY.

LOT AREA: 10,219 ± SQ. FT.
BUILDING AREA: 2,355 ± SQ. FT.
COVERAGE: 23.04%

TOTAL IMPERVIOUS AREA: 3,255 ± SQ. FT.
COVERAGE: 31.55%

REAR YARD AREA: 2,295 ± SQ. FT.
REAR YARD IMPERVIOUS AREA: 340 ± SQ. FT.
REAR YARD COVERAGE: 14.8%

LOT 276 FINAL GRADE VERIFICATION

KNIGHT

Engineers & Architects
Knight E/A, Inc.
221 N. LaSalle Street, Suite 300
Chicago, Illinois 60601-1211
Phone (312) 577-3300
Fax (312) 577-3526
knightea.com

SHEET NO.

1
OF 1

DATE: 09/29/2021
JOB NO. 7332.17

TIMBER TRAILS RESUBDIVISION #2

PREPARED FOR:

TIMBER TRAILS DEVELOPMENT COMPANY
6114 BURR OAK DRIVE
WESTERN SPRINGS, ILLINOIS 60558
(708) 783-1602

BOUNDARY & TOPOGRAPHIC SURVEY

Drawn By: AZ
Designed By: SB
Scale: 1"=20'

REVISIONS

NO.	DATE	REVISION
1	06/06/22	REAR SWALE PER VILLAGE

EXHIBIT "E"

**PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT
FOR LOT 223 IN UNIT 2 OF TIMBER TRAILS SUBDIVISION
AND PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 223 IN UNIT 2 OF TIMBER TRAILS SUBDIVISION**

(attached)

**THIS DOCUMENT WAS
PREPARED BY:**

Michael T. Jurusik, Esq.
Klein, Thorpe and Jenkins, Ltd.
900 Oakmont Lane
Suite 301
Westmont, Illinois 60559

Record Against PIN:
18-18-415-001-0000.

**AFTER RECORDING
RETURN TO:**

Attorney Michael T. Jurusik

**PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR
LOT 223 OF UNIT 2 IN TIMBER TRAILS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that Frederick J. Grosskoph and Susan E. Grosskoph (collectively hereinafter "Grantor" or "Owner"), for good and valuable consideration, the receipt of which is acknowledged, GRANTS, RESERVES, CONVEYS, ASSIGNS AND QUIT CLAIMS to the Village of Western Springs, an Illinois municipal corporation, Cook County, Illinois, a permanent and perpetual public sidewalk easement and public utility easement, which are legally described below, consisting of a five (5.00) foot wide strip of land that is located in the east side yard and is adjacent to and extends along the northeasterly lot line of the below-described property, as shown on the PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT FOR LOT 223 OF UNIT 2 IN TIMBER TRAILS SUBDIVISION, a copy of which is attached hereto as **EXHIBIT "A"** and made a part hereof, for the purposes set forth below under "Easement Purpose and Terms" in, on, upon, over, through, across and under a portion of the real property legally described as follows:

AN EASEMENT OVER THE NORTHEASTERLY 5.00 FEET MEASURED PERPENDICULAR TO THE NORTHEASTERLY LINE THEREOF OF LOT 223 IN TIMBER TRAILS SUBDIVISION UNIT 2, BEING A RESUBDIVISION OF OUTLOT N IN TIMBER TRAILS SUBDIVISION UNIT 1, OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED FEBRUARY 22, 2007 AS DOCUMENT NO. 0705315075, ALL IN COOK COUNTY, ILLINOIS;
(hereinafter the "Easement Area");

ADDRESS: 1100 White Pine Lane, Lot 223, Western Springs, Illinois;

PIN: 18-18-415-001-0000.

Easement Purpose and Terms:

1. **Purpose.** The purpose of the five (5.00) foot wide public sidewalk easement is to allow for the construction, installation, maintenance, repair, replacement and operation of a portion of an eight (8.00) foot wide asphalt public sidewalk that is also referred to as a "Pedestrian Circulation System" (as defined in the Annexation Agreement for the Timber Trails Subdivision entered into between the Village of Western Springs and Western Springs One, LLC on March 21, 2005 and recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0508203048 (hereinafter "Annexation Agreement") and the Community Declarations for the Timber Trails Subdivision recorded in the Office of the Recorder of Deeds of Cook County, in the State of Illinois, as document number 0703334023, as amended, (hereinafter "Declaration")), within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto. The Easement Area shall also afford access to contractors to perform work on the Pedestrian Circulation System and to the public who use the Pedestrian Circulation System as a recreational amenity and as a means of pedestrian travel. The purpose of the five (5.00) foot wide public utility easement is to allow for the construction, installation, maintenance, repair, replacement and operation of public utilities (electric lines, wires, conduit and light standards, poles and fixtures) within the dedicated Easement Area, together with all the appurtenances and privileges belonging or appertaining thereto, including access by contractors who perform work on the public utilities.
2. **Covenant That Runs With the Land.** The public sidewalk easement and public utility easement rights, conditions and other obligations that are set forth herein and granted by this PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT AGREEMENT FOR LOT 223 OF UNIT 2 IN TIMBER TRAILS SUBDIVISION (hereinafter the "Easement Agreement") and contained in the attached Plat shall be covenants that run with the land even if the above-described real property or any other portion of Timber Trails Subdivision is consolidated, subdivided or all or some portion thereof is sold, leased or otherwise transferred at some future date, unless the Parties mutually consent to the termination or modification of the easements, covenants and conditions and other obligations set forth herein. The easement rights, covenants and conditions and other obligations set forth in this Easement Agreement shall be binding upon and enforceable against all successors in title or interest, grantees, successor owners, representatives, transferees and assigns of the Easement Area, or any portion thereof.
3. **Ownership and Maintenance of the Sidewalk/Pedestrian Circulation System.** A sidewalk and public utilities have already been constructed by the Developer of the Timber Trails Subdivision (Timber Trails Building Company, Inc. or its predecessor) within the Easement Area, in accordance with the requirements set forth in the Annexation Agreement, so that the improvements are connected into and are part of the existing Pedestrian Circulation System. The Timber Trails of Western Springs Community Association (the "Homeowners Association") shall be responsible for the future maintenance (including snow removal), repair and replacement of the public sidewalk and the public utilities constructed within the Easement Area in accordance with the applicable terms of the Annexation Agreement and the Declaration, even after the conveyance of title of such improvements to the Village. The Developer shall convey title to the completed sidewalk and public utilities to the Village through a plat of dedication and bill of sale in accordance with the applicable provisions of the Annexation Agreement.
4. **No Conveyance of Land.** Nothing in this Easement Agreement shall be construed to constitute a conveyance of fee simple title to the above-described real property, or an acceptance thereof, by the Village.

5. Recording. This Easement Agreement and its Plat exhibit shall be filed by the Village with the Cook County Clerk's Office, Recording Division, at the Developer's expense. A copy of the Easement Agreement and its Plat exhibit with the Recorder's stamp affixed thereto shall be delivered to the Owner and the Developer by the Village within thirty (30) days of its filing date.
6. Incorporation. The terms, conditions and obligations set forth in the Annexation Agreement and the Declaration are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, Frederick J. Grosskoph and Susan E. Grosskoph have voluntarily signed this Easement Agreement, and the President and Board of Trustees of the Village of Western Springs and the authorized corporate officer of Timber Trails Building Company, Inc. have taken the appropriate corporate action to approve this Easement Agreement, the authorized signatories of each Party have executed this Easement Agreement, and this Easement Agreement becomes effective on the date the last signatory executes their signature line below.

GRANTOR / OWNER: Frederick J. Grosskoph and Susan E. Grosskoph

By: _____
Frederick J. Grosskoph

By: _____
Susan E. Grosskoph

Date: _____, 2025.

Date: _____, 2025.

DEVELOPER: Timber Trails Building Company, Inc.

By: _____
Brian Taylor, Authorized Corporate Officer

Date: _____, 2025.

VILLAGE OF WESTERN SPRINGS,
an Illinois municipal corporation

ATTEST:

By: _____
Heidi Rudolph, Village President

By: _____
Edward Tymick, Village Clerk

Date: _____, 2025.

Date: _____, 2025.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Notary Public Certificate for Brian Taylor

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFY that Brian Taylor is personally known to me to be the Managing Member of Timber Trails Building Company, Inc., and also known to me to be the same person whose name is subscribed to the foregoing instrument and as such Managing Member appeared before me this day in person and acknowledged that as such Managing Member he signed and delivered the said instrument pursuant to the authority given by the Members of Timber Trails Building Company, Inc., and as his free and voluntary act, and as the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this ____ day of _____, 2025.

Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Notary Public Certificate for Frederick J. Grosskoph

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFY that Frederick J. Grosskoph is personally known to me, and also known to me to be the same person whose name is subscribed to the foregoing instrument and, as such, he appeared before me on this day in person and I acknowledge that he signed and delivered the said instrument of his own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this day of _____, 2025.

Notary Public

NOTARY STAMP

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Notary Public Certificate for Susan E. Grosskoph

I, the undersigned, a Notary Public, in and for the County and State aforesaid, CERTIFY that Susan E. Grosskoph is personally known to me, and also known to me to be the same person whose name is subscribed to the foregoing instrument and, as such, she appeared before me on this day in person and I acknowledge that she signed and delivered the said instrument of her own free and voluntary act for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this day of _____, 2025.

Notary Public

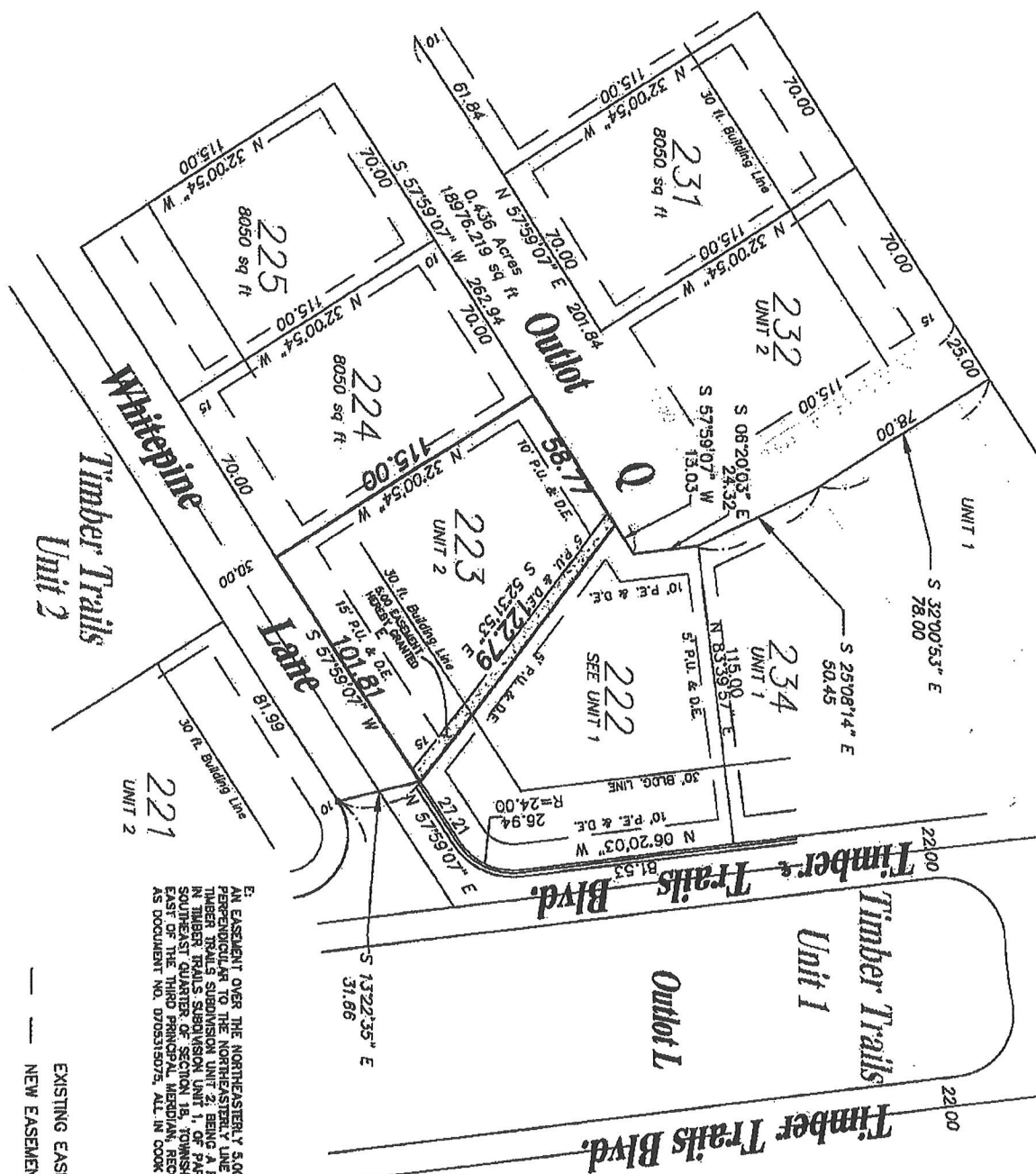
NOTARY STAMP

EXHIBIT "A"

**PLAT OF PUBLIC SIDEWALK EASEMENT AND PUBLIC UTILITY EASEMENT
FOR LOT 223 OF UNIT 2 IN TIMBER TRAILS SUBDIVISION**

(attached)

EASEMENT EXHIBIT FOR PEDESTRIAN PATHWAY



AN EASEMENT OVER THE NORTHEASTERNLY 5.00 FEET MEASURED PERPENDICULAR TO THE NORTHEASTERNLY LINE THEREOF OF LOT 223 IN TIMBER TRAILS SUBDIVISION UNIT 2, BEING A RESUBDIVISION OF LOT 11 IN TIMBER TRAILS SUBDIVISION UNIT 1, TO CONVEY TO THE WEST LINE OF THE EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED FEBRUARY 22, 2007 AS DOCUMENT NO. 0705315075, ALL IN COOK COUNTY, ILLINOIS.

EXISTING EASEMENT
NEW EASEMENT



SHEET NO.	1
DATE	02/23/10
BY	2542

	CHRISTIAN-ROGE & ASSOCIATES, INC.
	ENGINEERS - PLANNERS - SURVEYORS 211 WEST WACKER DRIVE, SUITE 600 CHICAGO, ILLINOIS 60606 (312) 372-1025 FAX (312) 372-3274

TIMBER TRAILS UNIT 2
PREPARED FOR RED SEAL DEVELOPMENT CORP. 425 HUEHL ROAD, BLDG. 19 NORTHBROOK, ILLINOIS 60062 (847) 271-5600

Drawn By: J. VANDERKAM	Designed By: J. RAYZORSON	Scale: 1"=50'
EASEMENT EXHIBIT		
REVISIONS		

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING PUBLIC SIDEWALK EASEMENT AND
PUBLIC UTILITY EASEMENT AGREEMENTS AND RELATED PLATS OF SIDEWALK EASEMENTS
AND PUBLIC UTILITY EASEMENTS FOR LOTS 274, 276, 222 AND 275 OF UNIT 1
AND LOT 223 OF UNIT 2 WITHIN THE TIMBER TRAILS SUBDIVISION**

which was passed by a roll call vote of the Village President and Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 24th day of February, 2025, at which meeting a quorum was present, and approved by the Village President of the Village of Western Springs on the 24th day of February, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached 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 Western Springs this 24th day of February, 2025.

Edward Tymick, Village Clerk



AGENDA ITEM SUMMARY

PLANNING AND ZONING COMMITTEE

Planning and Zoning Committee: February 6, 2025

AGENDA ITEM D.3.

To: Planning and Zoning Committee

From: Heather Valone, Director of Community Development

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney, Kelsey Fawell, Senior Planner

RE: French Market - Sixth Addendum to the Market License Agreement Between the Village of Western Springs and Bensidoun USA, Inc. Relative to Operation of a French Market in the Village (Extended term: February 24, 2025, to December 31, 2028): Committee review, discussion, and recommendation

Recommendation

Consider a recommendation to approve the sixth addendum to the French Market License Agreement.

Summary

On January 28, 2008, the Village Board approved Resolution No. 08-1999 titled “A Resolution Approving and Authorizing the Execution of a Market License Agreement Between the Village of Western Springs and Bensidoun, USA, Inc. Relative to Operation of a French Market in the Village.” The Village has approved five addendums to the original agreement extending the agreement to the 2024 market season. A sixth addendum to the French Market License Agreement is being proposed for consideration.

The sixth addendum proposes that the French Market season remain from May to September. The location of the French Market on Hillgrove Avenue directly adjacent to the Tower Green and event time of Wednesdays from 4:00 pm to 7:00 pm are proposed to remain the same as this past year. The obligations of Bensidoun, USA, Inc. (Bensidoun) for setup and clean up, coordination, and other tasks are proposed to remain as outlined in the previous agreements.

During the 2024 French Market season, the Village hosted compatible community events on the Tower Green such as early childhood development music demonstrations, bounce houses, story time, yard games, a pet themed day, among other events. The French Market also overlapped with the Western Springs Business Association’s (WSBA) Jammin’ in July events (Table 1). These events coupled with the Jammin’ in July made for a successful market year. The French Market successfully retained existing vendors and recruited new vendors selling cookies, croissants, tacos, dog treats, olive oil, meats, and coffee. The average number of vendors per market was 13-14.

Market Date	Number of Vendors*	Compatible Community Event
8-May	14	
15-May	13	
22-May	16	Mattix Music - Music Together Demonstration Grand Avenue Montessori Children's Performance
29-May	12	Recreation Department - Yard Games
5-Jun	12	Library - Summer Read Program
12-Jun	17	Recreation Department - Yard Games
19-Jun	Holiday - No Market	
26-Jun	12	Recreation Department - Yard Games
3-Jul	No Market	
10-Jul	14	Jammin' In July
17-Jul	19	Jammin' In July
24-Jul	13	Jammin' In July
31-Jul	14	Jammin' In July
7-Aug	16	Recreation Department - Yard Games
14-Aug	16	Mattix Music - Music Together Demonstration
21-Aug	12	Pet Themed Market
28-Aug	12	Bounce House
4-Sep	10	Mattix Music - Music Together Demonstration
11-Sep	12	Story Time with the Village President
18-Sep	8	Bounce House
25-Sep	14	

*Number of vendors is based on confirmation a day prior to the event. If a vendor canceled day-of due to an emergency that is not captured.]

Given the success of the 2024, French Market staff is recommended that the agreement be extended to 2028 as proposed in the addendum. If extended, Village staff would propose to continue with the compatible community events and look for opportunities to expand those offerings. Bensidoun USA, Inc. has committed to maintaining Western Springs French Market as a priority through vendor recruitment and advertising. WSBA has indicated support for the French Market to continue to expand their Jammin' in July events. The draft resolution and agreement are included in Attachment 1.

Attachment

1. Draft Resolution - A Resolution Approving and Authorizing the Execution of a Sixth Addendum to the Market License Agreement Between the Village of Western Springs and Bensidoun USA, Inc. Relative to Operation of a French Market in the Village (Extended Term: February 24, 2025 to December 31, 2027).

Financial Impact

None.

Recommended Motion

I move to recommend to the Village Board the review and discussion of the sixth addendum to the French Market License Agreement at the February 10, 2025 regular meeting of the Board of Trustees.

Strategic Plan Alignment

Economic Development.

File Attachments

1. Draft Resolution

Attachment 1.

DRAFT 2.3.2025

RESOLUTION NO. 25-_____

VOTE: _____

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

DATE: February 24, 2025.

OTHER: None.

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF A SIXTH ADDENDUM TO
THE MARKET LICENSE AGREEMENT BETWEEN
THE VILLAGE OF WESTERN SPRINGS AND
BENSIDOUN USA, INC. RELATIVE TO OPERATION
OF A FRENCH MARKET IN THE VILLAGE
(EXTENDED TERM: FEBRUARY 24, 2025
TO DECEMBER 31, 2027).**

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the “Village” or “Village Board”) passed Resolution No. 08-1999 on January 28, 2008, and entered into a “Market License Agreement” (the “Agreement”), to allow Bensidoun USA, Inc., an Illinois corporation (the “Licensee”), to operate an open-air “French Market” (the “Market”) on real property owned by the Village, subject to the terms and conditions set forth in the Agreement; and

WHEREAS, the Village and the Licensee have approved and entered into multiple addenda to the Agreement, as follows: the 2009 Addendum (approved by motion on March 23, 2009); the Second Addendum (approved by Resolution No. 16-2349 dated March 23, 2016); the Third Addendum (approved by Resolution No. 18-2434 dated April 23, 2018); the Fourth Addendum (approved by Resolution No. 19-2475 dated February 25, 2019); and the Fifth Addendum (approved by Resolution No. 22-2666, dated March 21, 2022) (collectively, the “Addenda”); and

WHEREAS, the Village desires to further amend certain of the terms of the Agreement, as amended by the Addenda, by entering into the “Sixth Addendum to the Market License Agreement Between Bensidoun USA, Inc. and the Village of Western Springs, Cook County, Illinois,” a copy of which is attached hereto as **Exhibit “1”** and made a part hereof (the “Sixth Addendum”). The amendments relate to extending the term of the Agreement for the period of February 24, 2025 to December 31, 2027; and

WHEREAS, the Licensee desires to enter into the attached Sixth Addendum and to host and provide the Market consistent with the terms, provisions and conditions set forth in the Agreement, as amended by the Addenda and the Sixth Addendum; and

WHEREAS, at an open public meeting held on February 6, 2025, the Planning and Zoning Committee (“Committee”) reviewed the terms of the attached Agreement and received input from the Village staff and provided an opportunity for public input on the matter, and then the Committee favorably recommended that the Village Board approve the Agreement; and

WHEREAS, at open public meetings held on February 10, 2025 and February 24, 2025, the Village Board reviewed and discussed the Project, the Agreement and the Committee’s recommendation, and received input from Village staff and provided an opportunity for public input on the matter. At its February 24, 2025 meeting, the Village Board accepted the Committee’s recommendation to approve and enter into the Agreement; and

WHEREAS, pursuant to the constitutional and statutory authority and intergovernmental cooperation powers set forth at Section 1 (Municipalities and Units of Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental

Cooperation) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/), and the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-2.5), the President and Board of Trustees of the Village of Western Springs are authorized to approve and enter into the attached Sixth Addendum, and find that it is protective of the health, safety and welfare of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into the attached Sixth Addendum.

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

SECTION 1: Incorporation. 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: Approval and Execution of Sixth Addendum and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve the Sixth Addendum, substantially in the form attached hereto as **Exhibit "1"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees further authorize and direct the Village President and Village Clerk (or their designees) to execute the Sixth Addendum and such other documents as are necessary to fulfill the Village's obligations under the Sixth Addendum.

SECTION 3: Approval of Expenses. The President and Board of Trustees of the Village further approve and authorize the expenditure of Village funds and/or other available funds to pay all budgeted and appropriated costs that are necessary to fulfill the Village's financial obligations under the Sixth Addendum.

SECTION 4: Delivery of Signed Documents. After approval and execution of this Resolution and the Sixth Addendum by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of one (1) certified copy of this Resolution and an executed version of the attached Sixth Addendum to Bensidoun USA, Inc. for record retention purposes.

SECTION 5: Effective Date. This Resolution shall be in full force and effect from and after its approval and adoption in the manner provided by law.

PASSED by the President and Board of Trustees of the Village of Western Springs, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 24th day of February, 2025, and approved by me as Village President, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "1"

**Sixth Addendum To The Market License Agreement
Between Bensidoun USA, Inc. And
The Village Of Western Springs, Cook County, Illinois**

(attached)

**SIXTH ADDENDUM TO
THE MARKET LICENSE AGREEMENT
BETWEEN BENSIDOUN USA, INC. AND
THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS**

THIS SIXTH ADDENDUM (the "Sixth Addendum") is entered into by the Village of Western Springs, Cook County, Illinois, an Illinois municipal corporation (the "Village" or the "Licensor"), and Bensidoun USA, Inc., an Illinois corporation (the "Licensee"), and is dated the ____ day of _____ 2025. The Village and the Licensee shall be referred to collectively as the "Parties" and individually as a "Party."

RECITALS

Among the matters of mutual inducement which have resulted in this Sixth Addendum are the following:

- A. The Village is a non-home rule municipality pursuant to Section 1 (Municipalities and Units of Local Government) and Section 7 (Counties and Municipalities Other Than Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970. Moreover, Section 10(a) (Intergovernmental Cooperation) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970 authorizes municipalities to enter into contracts with individuals, associations and corporations in any manner not prohibited by law or by ordinance.
- B. The Village and the Licensee entered into a "Market License Agreement" (the "Agreement") that was approved by the President and Board of Trustees of the Village in Resolution No. 08-1999 on January 28, 2008. The Agreement allows the Licensee to operate an open-air "French Market" (the "Market") on real property owned by the Village, subject to the terms and conditions set forth in the Agreement. The Agreement is on file in the Village Clerk's Office and is incorporated by reference into this Sixth Addendum as **Exhibit "A"** and made a part hereof.
- C. The Village and the Licensee have approved and entered into multiple addenda to the Market License Agreement as follows: the 2009 Addendum (approved by motion on March 23, 2009); the Second Addendum (approved by Resolution No. 16-2349 dated March 23, 2016); the Third Addendum (approved by Resolution No. 18-2434 dated April 23, 2018); the Fourth Addendum (approved by Resolution No. 19-2475 dated February 25, 2019), A Fifth Addendum (approved by Resolution 22-2666 dated March 21, 2022) (collectively, the "Addenda"). The Addenda are on file in the Village Clerk's Office and are incorporated by reference into this Sixth Addendum as **"Group Exhibit "B"** and made a part hereof. All references in this Sixth Addendum to the "Agreement" shall mean the Agreement as amended by the Addenda.
- D. The Village and the Licensee desire to enter into this Sixth Addendum to amend certain terms and provisions of the Agreement, as set forth below, relative to extending the term

of the Agreement, which shall commence on February 24, 2025 and end on December 31, 2027.

IN CONSIDERATION of the above Recitals, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the Village and the Licensee agree as follows:

SECTION 1: Approval of Amended Terms to the Agreement. The Parties agree that Sections 2, 5(a), 5(b), 5(k) and 7 of the Agreement shall be amended to read in their entirety as follows:

2. TERM OF AGREEMENT. The term of this AGREEMENT shall commence on February 24, 2025 and shall continue until December 31, 2027 (the "2025/2027 Extended Term"). The Parties may extend the term of this Agreement for an additional period of time beyond the 2025/2027 Extended Term by mutual agreement set forth in an addendum. The Parties agree as follows:

- A. If the LICENSOR decides not to renew this Agreement at the end of the 2025/2027 Extended Term or if the Agreement is terminated early by the LICENSOR and the LICENSEE is not in material breach of the Agreement at the time of the non-renewal or the termination, then the LICENSOR agrees that it shall be prohibited from allowing an open-air market to operate on the PREMISES for a one (1) year waiting period that commences on the date that the Agreement expires or is terminated.
- B. If the LICENSEE decides not to renew this Agreement at the end of the 2025/2027 Extended Term, or if the Agreement is terminated early by the LICENSEE, or if the Agreement is terminated by the LICENSOR due to the LICENSEE'S material breach of the Agreement, then the one (1) year waiting period imposed on the LICENSOR relative to allowing an open-air market on the PREMISES under subsection 2(A) above shall not apply to the LICENSOR, provided that the LICENSOR does not solicit any of the current vendors of the LICENSEE for a one (1) year period commencing on the termination date of the Agreement.

5. USE OF PREMISES.

(a) MAINTENANCE AND OPERATION. The LICENSEE may use the PREMISES solely for operating an open-air market. The LICENSEE may operate the open-air market on Wednesdays during the months of May, June, July, August and September, as specified below, between the hours of **3:00 p.m. and 8:00 p.m.** The first MARKET DAY each May shall be conducted on the second Wednesday of that month and the last MARKET DAY each October shall be conducted on the second Wednesday of that month. Each Wednesday during the months of May, June, July, August, September and October that the open-air market is operated by the LICENSEE shall also be known as a "MARKET DAY." Additional "MARKET DAYS" may be added with the consent of the Village Manager to

accommodate requests from the LICENSEE or related to special events organized or promoted by the LICENSOR. The hours of a MARKET DAY may be modified by mutual agreement of the LICENSOR and the LICENSEE. The LICENSEE'S use of the PREMISES must comply with all applicable state, federal, county and Village laws, statutes, regulations, and ordinances. In addition, the LICENSEE shall comply with all directives of the Village Manager, the Director of Law Enforcement Services, the Director of Fire and Emergency Medical Services, the Director of Municipal Services and the Director of Community Development, or their designees, regarding the safety of its vendors and all market customers at each MARKET DAY, including perimeter safety/security and seeking shelter from severe weather. Reconfiguration, relocation, or rescheduling of any MARKET DAY due to Village-issued safety/security directives shall not result in any financial payment, concession or contribution from the LICENSOR to the LICENSEE and any financial loss incurred by such Village-issued safety/security directives shall be borne fully by the LICENSEE.

(b) SET UP. For each MARKET DAY, the following three (3) options will be considered and finalized administratively by Village Staff: (a) the LICENSEE shall provide its own labor to set up and take down the tents and poles for the open-air market; or (b) vendors shall provide, install and use their own tents rather than the tents provided by the LICENSEE; or (c) the LICENSOR shall provide labor to set up and take down the LICENSEE'S tents and poles. The LICENSOR agrees to continue to store the LICENSEE'S tents and poles at no charge to the LICENSEE.

For each MARKET DAY, the LICENSOR, at its cost, shall deliver the LICENSEE'S tents and poles to the PREMISES (unless vendor-owned tents are used), and shall close portions of the public streets immediately adjacent to the PREMISES.

If the LICENSEE is unable to procure adequate labor to perform its obligations in this Section 5(b), after using the LICENSEE'S reasonable efforts, the LICENSEE may request that the LICENSOR provide, and the LICENSOR shall provide, the LICENSEE with the labor needed to complete the LICENSEE'S obligations under this Section 5(b), with at least four (4) business days advanced notice of the same. As an alternative to the LICENSOR providing the labor needed to complete the LICENSEE'S obligations under this Section 5(b), the LICENSEE may allow its vendors to use their own tents during the open-air market, rather than the LICENSEE-supplied tents and poles, and, in such case, the LICENSOR shall, before the MARKET DAY begins, outline each vendor space on the PREMISES in chalk.

(k) MARKETING. The LICENSEE, at its cost, shall provide marketing for the open-air market through a combination of press releases, bought advertisement and digital marketing. The LICENSOR, at its cost, shall provide marketing for the open-air market through a combination of banners, Village newsletters, digital marketing and the Village cable

access channel. The LICENSOR shall make reasonable efforts to acquire, install and maintain temporary signs during the MARKET SEASON and to acquire, install and maintain permanent signs advertising the open-air market, at a cost to be shared equally by the LICENSEE and the LICENSOR, at locations selected by the LICENSOR, in its sole discretion, along Hillgrove Avenue, Wolf Road and/or Ogden Avenue.

7. **ALTERATIONS AND ADDITIONS.** The LICENSEE shall make no alteration, addition, improvement or change in or to the PREMISES. Gaskets shall be removed and the holes patched by the LICENSOR, at its cost.

The LICENSOR, in its discretion, may temporarily relocate the PREMISES for the open-air market during any construction project that involves the Hillgrove Avenue or adjacent right-of-ways, including the adjacent streetscape and sidewalk areas, and the commuter train platforms adjacent to the current PREMISES. The LICENSOR shall provide the LICENSEE with at least thirty (30) calendar days advance notice of the need to relocate the PREMISES for the open-air market due to the commencement of any construction project, and the notice will identify the new temporary location. The LICENSOR will provide a new temporary location for the open-air market that provides adequate visibility and has a suitable surface for placement of tents, provided either by the LICENSEE or the vendors. The LICENSOR will not be responsible for the installation of new tent pole anchors. During any temporary relocation, the LICENSEE shall be responsible for installation of new tent anchors, at its cost.

SECTION 2: Miscellaneous Terms. The following terms shall apply to this Sixth Addendum:

- A. **Incorporation.** The Parties agree that all capitalized words used in the Agreement shall have the same meaning when capitalized in this Sixth Addendum, unless otherwise defined in this Sixth Addendum. The Agreement and its exhibits are incorporated herein by reference as if set forth in full and are material provisions hereof. In all respects, except as specifically amended by this Sixth Addendum, the Agreement and its exhibits remain in full force and effect. In the event of any conflict between the Agreement and its exhibits and this Sixth Addendum, this Sixth Addendum shall control.
- B. **Effective Date.** This Sixth Addendum shall be deemed dated and become effective on the date that the last signatory signs this Sixth Addendum, which date shall be set forth in the first paragraph of this Sixth Addendum.

IN WITNESS WHEREOF, the President and Board of Trustees of the Village of Western Springs have approved this Sixth Addendum to the Agreement by passage of a Resolution at an open public meeting, and the Village President and Village Clerk of the Village of Western Springs, pursuant to the authority granted by the passage of said Resolution, have signed this Sixth Addendum, and the authorized Corporate Officer of Bensidoun USA, Inc. has signed this Sixth Addendum and has had his/her signature attested by a Notary Public.

VILLAGE OF WESTERN SPRINGS,
an Illinois Municipal Corporation

By: _____

Heidi Rudolph
Village President

Date: _____

BENSIDOUN USA, INC.,
an Illinois Corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Edward Tymick
Village Clerk

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

ACKNOWLEDGMENT

I, _____, a Notary Public in and for the County and State aforesaid, certify that _____, the authorized Corporate Officer of Bensidoun USA, Inc., is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2025.

NOTARY PUBLIC

Exhibit "A"

2008 Market License Agreement

(incorporated by reference and on file with the Village Clerk's Office)

Draft

Group Exhibit "B"

**2009 Addendum, 2016 Second Addendum, 2018 Third Addendum, Fourth Addendum and Fifth
Addendum To Market License Agreement Between Bensidoun USA, Inc. and
The Village of Western Springs, Cook County, Illinois**

(incorporated by reference and on file with the Village Clerk's Office)

Draft

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Edward Tymick, the duly elected and qualified Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A SIXTH ADDENDUM TO THE MARKET LICENSE AGREEMENT
BETWEEN THE VILLAGE OF WESTERN SPRINGS AND BENSIDOUN USA, INC.
RELATIVE TO OPERATION OF A FRENCH MARKET IN THE VILLAGE
(EXTENDED TERM: FEBRUARY 24, 2025 TO DECEMBER 31, 2027)**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 24th day of February, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 24th day of February, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Resolution, of which the attached 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 Western Springs, this ____ day of February, 2025.

Edward Tymick, Village Clerk