

RESOLUTION AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT FOR AT&T COMMUNICATION FACILITIES AT 112 ALGONQUIN ROAD

WHEREAS, the Village of Barrington Hills, Cook, Kane, Lake and McHenry Counties, Illinois, as a home rule municipal corporation ("Village") owns the property located at 112 Algonquin Road, Barrington Hills, Illinois, a portion of which is depicted in Exhibit A of the Easement Agreement referenced hereinafter (the "Easement Area"); and

WHEREAS, Illinois Bell Telephone Company d/b/a AT&T Illinois, an Illinois corporation (the "Grantee") has requested and the Village desires to grant, an easement over the Easement Area for the Grantee to install, maintain and operate "Communication Facilities", as described in the Easement Agreement referenced hereinafter; and

WHEREAS, Grantee has presented and the Village Board of Trustees have examined an AT&T General Easement ("Easement Agreement") between the Grantee and the Village, a true and accurate copy of which is attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED by the President and the Board of Trustees of the Village of Barrington Hills, Cook, Kane, Lake, and McHenry Counties, Illinois, as a home rule municipality the following:

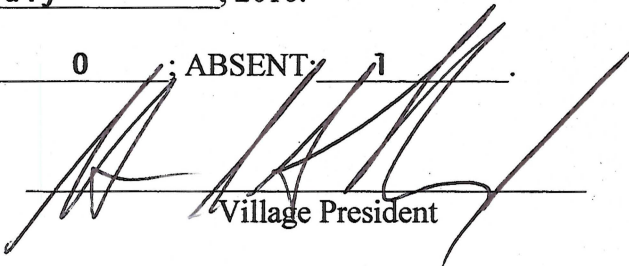
Section One The Village President is hereby authorized to execute the Easement Agreement for the Easement Area to the Grantee, substantially on the terms set forth in the copy attached hereto and made a part hereof as Exhibit A with such modifications as may be deemed necessary or desirable by the Village President and the Village Attorney.

Section Two If any part or provision of this Resolution shall be held or deemed to be invalid, such invalidity shall not have the affect of rendering another part or provision of this Resolution invalid.

Section Three This Resolution shall be in full force and affect from and after its passage and approval as provided by law.


APPROVED THIS 26th day of July, 2010.

AYES: 6 ; NAYS: 0 ; ABSENT: 1



Village President

ATTEST:



Village Clerk

COUNTY:	Cook
TWP:	42
RANGE:	9E (3 rd P.M.)
SECTION:	16

Easement No. 61938

Project No. 7807857

FOR THE USE OF THE COUNTY RECORDER

AT&T GENERAL EASEMENT

For good and valuable considerations, receipt of which is hereby acknowledged, the undersigned *Village of Barrington Hills, IL*, an Illinois municipal corporation (together with its successors and assigns, "Grantor") hereby grants and conveys to Illinois Bell Telephone Company (d/b/a AT&T Illinois), an Illinois corporation, its affiliates and licensees, successors and assigns (collectively, "Grantee") a non-exclusive easement in, under, over, upon and across the Easement Area (described below), for the purposes of and in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove facilities for the transmission of electricity and signals used in the provision of communication, video and/or information services and/or any other services or uses for which such facilities may be used including, but not limited to, poles, guys, anchors, and messenger strand, cables and conduits (the "Communication Facilities"), and the right of ingress and egress across the Grantor's property commonly known as 112 Algonquin Road, Barrington Hills, IL and the Easement Area for the purpose of access to and use of the easement granted herein.

P.I.N.(s): 01-15-300-018/01-16-403-035

The Easement Area is described as:

SEE EASEMENT EXHIBIT A, ATTACHED HERETO AND MADE A PART HEREOF

Grantee shall indemnify, defend and save harmless Grantor from any and all damages to said property or persons by reason of the location, construction, installation, of maintenance of Grantee's equipment on said property.

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

Grantee hereby agrees to restore all property disturbed by its activities in use of the easement to the condition existing prior to the disturbance and shall conduct all work in the Easement Area so as to minimize disturbance of or interference with the Grantor, Grantor's employees, agents, representatives, guests and invitees.

Upon Grantor's consent, which shall not be unreasonably withheld, conditioned or delayed, Grantee shall have the right to remove or trim such trees and brush in the Easement Area as is necessary to exercise the rights conveyed herein.

Grantor expressly reserves the right to construct roadways across the easement, asphalt-type parking areas, sidewalks, curbs, sewer lines, water mains, any other public or private utilities and any other improvements and to grant any other easements over, under, across and through the Easement Area provided that any of such improvements or easements do not unreasonably interfere with Grantee's use of the Easement Area and further provided that no surface or buried foundation for any buildings shall be located on the Easement Area.

Grantee shall not construct any above ground appurtenances upon the Easement Area without first obtaining Grantor's consent, which shall not be unreasonably withheld, conditioned or delayed.

This Easement is binding upon and shall inure to the benefit of the heirs, successors, assigns, and licensees of the parties hereto.

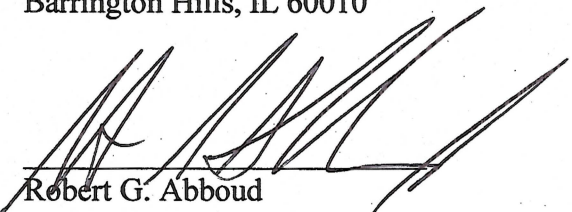
Grantee shall maintain commercial general liability insurance in the amounts customarily held by Grantee for similar projects naming Grantor as a named insured and provide Grantor with a certificate of insurance of said insurance policy.

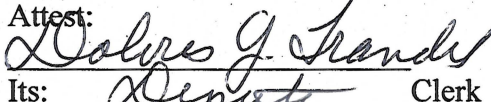
Grantee acknowledges that since the Easement Area lies within property owned by a municipality that serves as the Village Hall of Grantor, the Communication Facilities may be moved or relocated in the future, at Grantor's expense and Grantor will grant Grantee a new easement substituting a new easement area for Communication Facilities in place of the Easement Area, if such a move or relocation is needed to achieve a legal municipal purpose; provided that prior to such a relocation, Grantor shall provide Grantee sixty (60) days written notice setting forth the legal municipal purpose necessitating the relocation.

In the event Grantee, its successors and assigns, shall abandon or no longer require use of all or any part of the easement granted herein, the part no longer required shall automatically revert back to Grantor and Grantee shall release such easement rights.

GRANTOR:

Village of Barrington Hills
112 Algonquin Road
Barrington Hills, IL 60010


Robert G. Abboud
Its: President

Attest:

Its: Deputy Clerk

GRANTEE:

Illinois Bell Telephone Company, dba AT&T
Illinois, an Illinois Corporation
222 W. Jackson Street
Woodstock, IL 60098

(Signature)

Debra J. Leetzow
(Printed)

Right of Way Manager
(Title)

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, the undersigned, a Notary Public in and for said county in the state aforesaid, DO HEREBY CERTIFY THAT, _____ personally known to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as signed, sealed and delivered the said instrument as their free and voluntary act, for uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____ 2010

Notary Public

This document was drafted by the AT&T Legal Department, 225 W. Randolph Drive,
Chicago, IL 60606.

Return this document to:

Debra J. Leetzow
AT&T
222 W. Jackson Street
Woodstock, IL 60098