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FRED BUCHOLZ, RECORDER  
DUPAGE COUNTY ILLINOIS  
05/27/2020 11:59 AM

DOCUMENT # R2020-053009

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF DU PAGE     )

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-20-31 A RESOLUTION AUTHORIZING A TEMPORARY CONSTRUCTION EASEMENT LOCATED AT PROPERTY COMMONLY KNOWN AS THE PROPERTY ADJACENT TO THE EAST OF 199 PROSPECT AVE**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 21<sup>ST</sup> day of May, 2020

Lynn Curiale, City Clerk

SEAL



**Resolution #R-20-31**

**A RESOLUTION AUTHORIZING A TEMPORARY CONSTRUCTION  
EASEMENT LOCATED AT PROPERTY COMMONLY KNOWN AS THE  
PROPERTY ADJACENT TO THE EAST OF 199 PROSPECT AVE**

Passed: May 21, 2020  
Published in Pamphlet Form: May 22, 2020

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the  
attached Resolution is a true and correct copy of #R-20-31

**A RESOLUTION AUTHORIZING A TEMPORARY CONSTRUCTION  
EASEMENT LOCATED AT PROPERTY COMMONLY KNOWN AS THE  
PROPERTY ADJACENT TO THE EAST OF 199 PROSPECT AVE**

Passed and approved by the City Council of the City of Wood Dale on May 21, 2020 and  
hereby published in pamphlet on May 22, 2020



Lynn Curiale, City Clerk

SEAL



**RESOLUTION NO. R-20-31**

**A RESOLUTION AUTHORIZING A TEMPORARY CONSTRUCTION EASEMENT  
LOCATED AT PROPERTY COMMONLY KNOWN AS THE PROPERTY ADJACENT  
TO THE EAST OF 199 PROSPECT AVE**

**WHEREAS**, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

**WHEREAS**, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

**WHEREAS**, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

**WHEREAS**, the Mayor and the City Council of the City, seeks a **TEMPORARY CONSTRUCTION EASEMENT** for the **WARD 2/3 STORMWATER PROJECT**; and

**WHEREAS**, these services are necessary to maintain and promote an effective and efficient City Government; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION**, as follows:

**SECTION 1:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION 2:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

**SECTION 3:** The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

**SECTION 4:** That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 21<sup>st</sup> day of May, 2020.

AYES: Alderman Woods, Susmarski, Catalano, Messina, Sorrentino, Jakob

NAYS: None

ABSENT: Alderman R. Wesley, E. Wesley

APPROVED this 21<sup>st</sup> day of May, 2020.

SIGNED: *Annunziato Pulice*  
Annunziato Pulice, Mayor

ATTEST: *Lynn Curiale*  
Lynn Curiale, City Clerk



## **TEMPORARY CONSTRUCTION EASEMENT**

**KNOW ALL PERSONS BY THESE PRESENTS**, that Keough & Moody, P.C. acting as an authorized representative of the Orchard Lakes Townhome Association, Inc., as property owner (hereinafter referred to as "Grantor"), for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, conveys and warrants to the City of Wood Dale, Illinois, (hereinafter referred to as "Grantee"), and its successors and/or assigns, a temporary construction easement ("temporary easement") for the purposes of access and construction staging associated with the Ward 2 & 3 Stormwater Project (hereinafter referred to as "Project") and all other purposes hereunder provided.

The temporary easement is depicted on the attached Exhibit, the Plat of Easement, which is attached hereto and incorporated herein by reference, on the property (hereinafter referred to as "Property") legally described as follows:

THAT PART OF THE NORTHERLY 10.00 FEET OF PARCEL 129 LYING EAST OF THE EAST LINE OF PARCEL 1 AND ITS PROLONGATION NORTH AND LYING WEST OF THE WEST LINE OF PARCEL 25, ALL IN ORCHARD LAKES ASSESSMENT PLAT OF PART OF LOT 1 IN ORCHARD LAKES SUBDIVISION, BEING A SUBDIVISION IN PART OF THE NORTHWEST QUARER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID ASSESSMENT PLAT RECORDED JULY 27, 1987 AS DOCUMENT R87-111527, AND CERTIFICATE OF CORRECTION RECORDED APRIL 12, 1989 AS DOCUMENT NUMBER R89-041358, IN DUPAGE COUNTY, ILLINOIS.

Permanent Parcel Number: 03-16-116-130-0000

Common Property Address: The property adjacent to the east of 199 Prospect Drive, Wood Dale, IL

This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:

1. The temporary easement is granted specifically for the purpose of allowing the Grantee ingress and egress onto, over, under and above the Grantor's property to install, construct,

and build the Drainage Line and appurtenances adjacent thereto. Further, Grantee may perform inspections on the improvements located therein. The rights and obligations of the Grantee shall extend to its employees, officers, agents, contractors, sub-contractors, assigns and successors.

2. The Grantee agrees that it will perform any work hereby authorized on the temporary easement, or on the improvements located therein, with reasonable care, skill and diligence. The Grantee will perform said work in such a way as to avoid harm to the ground or improvements located thereon adjacent to the temporary easement and in a way that minimizes disturbance to Grantor's use and enjoyment of the property adjacent to said easement. In the event any adjacent area, (during construction of permanent utility improvements by the Grantee, or its assigns), should become negatively disturbed, the Grantee, at its sole cost, shall restore the disturbed area as nearly as possible to the condition in which it was before the Grantee's entrance thereon.
3. The Grantee will make all efforts to keep property secure during the project.
4. The Grantee may store equipment and materials on the temporary easement while performing any construction, surveying, testing, and/or installation in said easement. Grantee will promptly remove all such items upon completion of the authorized work.
5. The temporary construction easement herein granted shall run during the course of the construction project from May 1, 2020, to and including April 30, 2021. Once project dates are approved, the Grantee will notify the Grantor with more information and timeline.
6. Except for claims, liability and costs arising out of Grantor's negligence, Grantee will hold harmless and indemnify Grantor, its lessees, licensees, employees, agents, contractors and assigns, and each of their lessees, licensees, employees, agents, contractors and assigns, against any and all claims, liabilities and costs (including, but not limited to, reasonable attorney's fees) for injuries to any person and damage to any property arising out of, in connection with, or as a result or consequence of Grantee's work in and/or use of the easement area.
7. Property will be restored to original status.

*[Space intentionally left blank]*



Dated this 14<sup>th</sup> day of May, 2020

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

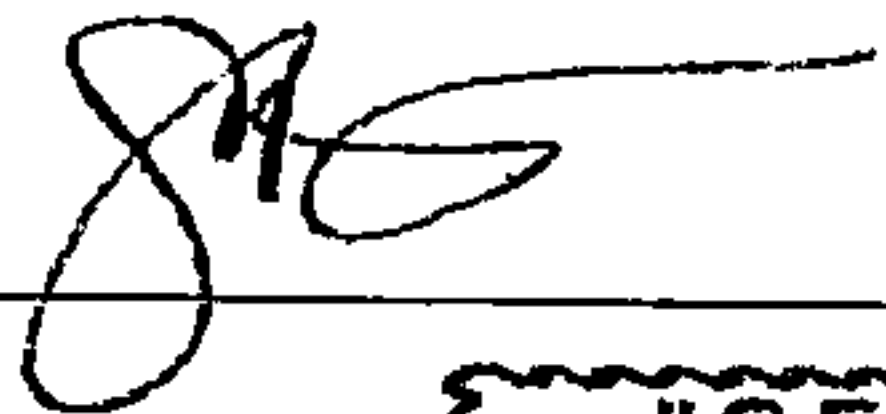


GRANTOR, as counsel for the Orchard Lakes Townhome Association, Inc

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DU PAGE )


I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Dawn L. Moody, personally known to me, to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.


Given under my hand and official seal, this 14th day of May, 2020

Notary Public 



GRANTEE: CITY OF WOOD DALE

By:   
Annuziata Pulice, Mayor

Attest:  
  
Lynn Curiale, City Clerk

Prepared by and return to:  
( City of Wood Dale )  
404 North Wood Dale Road  
Wood Dale, Illinois 60191

# EXHIBIT

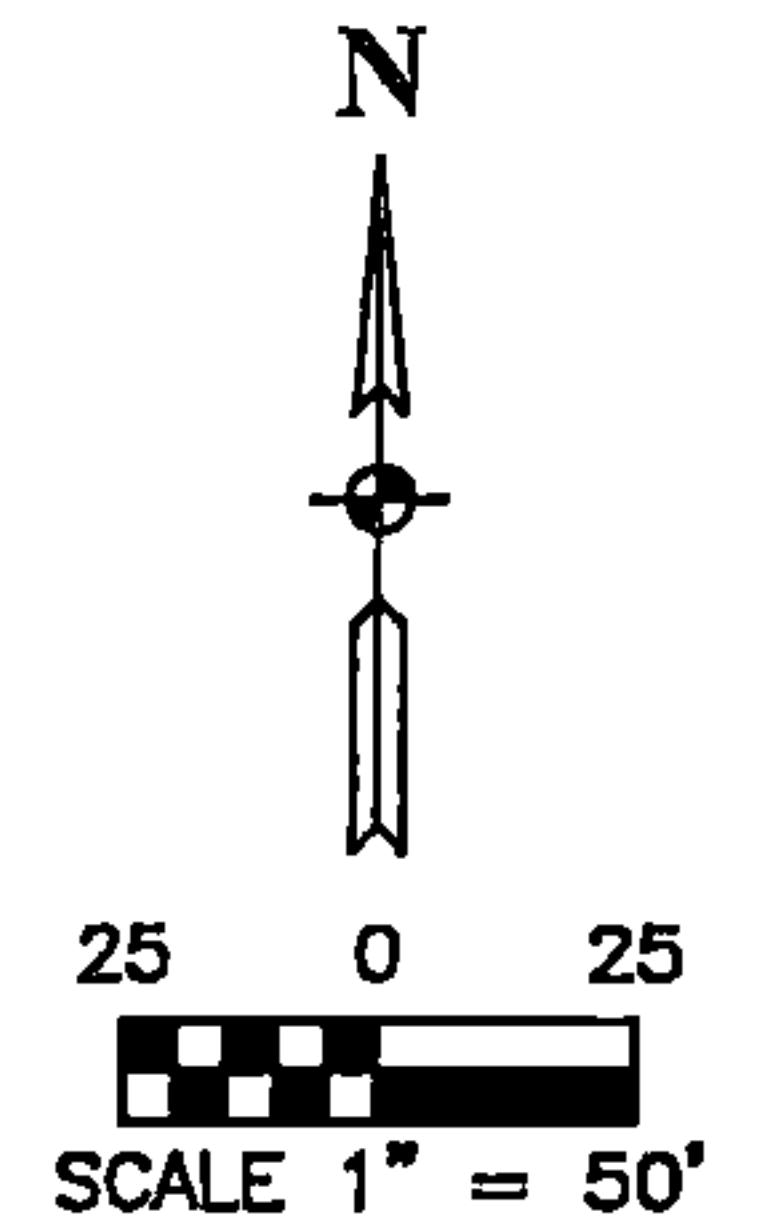
of

## PROPOSED EASEMENT

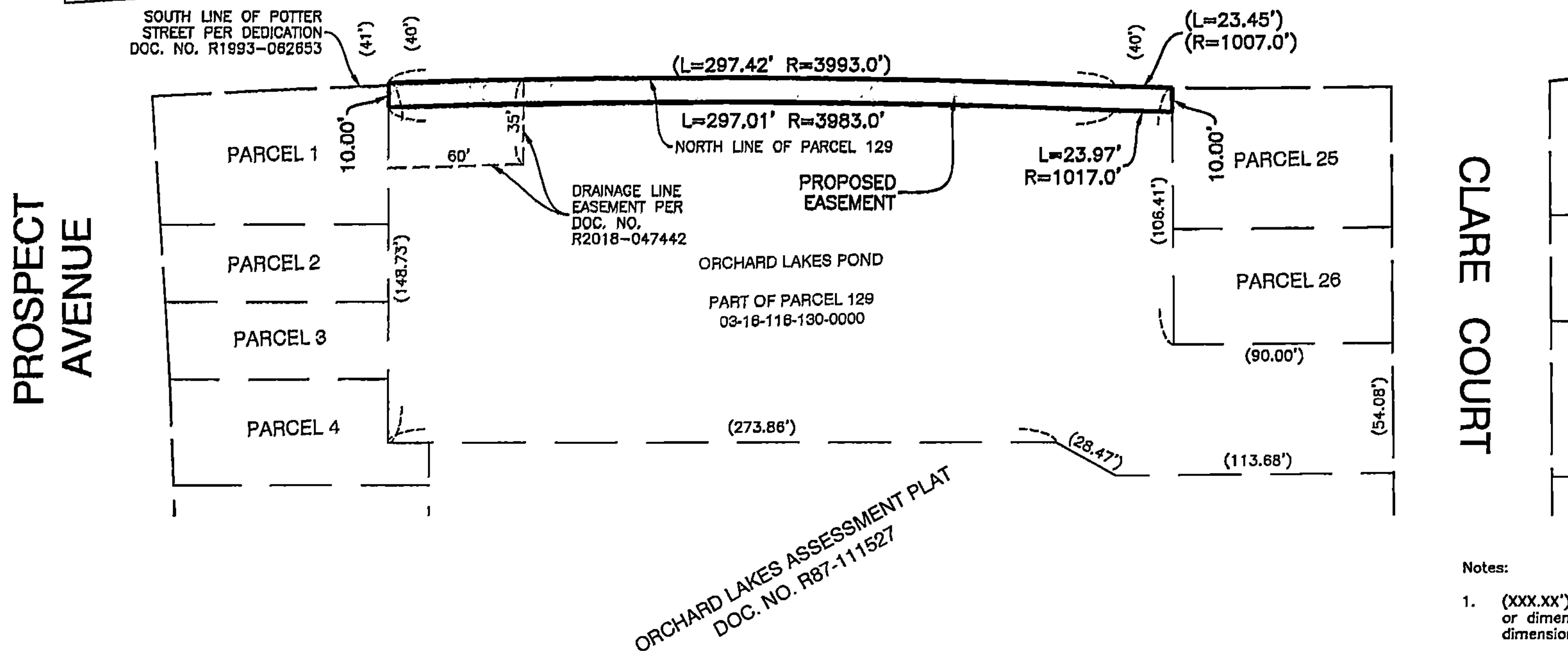
THAT PART OF THE NORTHERLY 10.00 FEET OF PARCEL 129 LYING EAST OF THE EAST LINE OF PARCEL 1 AND ITS PROLONGATION NORTH AND LYING WEST OF THE WEST LINE OF PARCEL 25, ALL IN ORCHARD LAKES ASSESSMENT PLAT OF PART OF LOT 1 IN ORCHARD LAKES SUBDIVISION, BEING A SUBDIVISION IN PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 1987 AS DOCUMENT NUMBER R87-111527 AND CERTIFICATE OF CORRECTION RECORDED APRIL 12, 1989 AS DOCUMENT NUMBER R89-041358, IN DUPAGE COUNTY, ILLINOIS.

AREA OF EASEMENT = 3,209 SQUARE FEET

AFFECTS PIN 03-16-116-130-0000



## POTTER STREET



CLARE COURT

### Notes:

1. (XXX.XX') Denotes record dimensions or dimension computed from record dimension values

XXX.XX' Denotes measured dimension or dimension computed from measured dimension values.

ORCHARD LAKES ASSESSMENT PLAT  
DOC. NO. R87-111527

