



**FRED BUCHOLZ**

DUPAGE COUNTY RECORDER

SEP. 04, 2018

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OTHER

\$37.00 03-09-305-007

**011 PAGES R2018-083013**

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DU PAGE )

I, Shirley J. Siebert, 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-18-35 A RESOLUTION SEEKING TO APPROVE A TEMPORARY CONSTRUCTION EASEMENT TO PROVIDE ACCESS AT 331 MILLER FOR THE SQUAW CREEK PROJECT

To The City Of Wood Dale, DuPage County, Illinois, IN WITNESS WHEREOF, I have hereunto Subscribed my name and affixed the seal of the City of Wood Dale, this 7TH day of June, 2018.

Shirley J. Siebert, City Clerk  
City of Wood Dale  
DuPage County, Illinois

SEAL

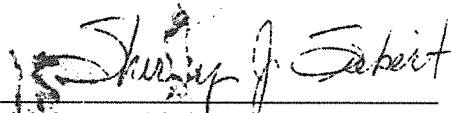


**Resolution #R-18-35**

**A RESOLUTION SEEKING TO APPROVE A TEMPORARY CONSTRUCTION  
EASEMENT TO PROVIDE ACCESS AT 331 MILLER FOR THE SQUAW  
CREEK PROJECT**

Passed: June 7, 2018  
Approved: June 7, 2018

I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify that the attached is a true and correct copy of #R-18-35 A RESOLUTION SEEKING TO APPROVE A TEMPORARY CONSTRUCTION EASEMENT TO PROVIDE ACCESS AT 331 MILLER FOR THE SQUAW CREEK PROJECT passed and approved by the by the City Council of the City of Wood Dale on June 7, 2018 and hereby published in pamphlet form on June 7, 2018.

  
\_\_\_\_\_  
Shirley J. Siebert  
City Clerk



**RESOLUTION NO. R-18-35****A RESOLUTION SEEKING TO APPROVE A TEMPORARY CONSTRUCTION  
EASEMENT TO PROVIDE ACCESS AT 331 MILLER FOR THE SQUAW CREEK  
PROJECT**

**WHEREAS**, the City of Wood Dale (hereinafter the "City") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; 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 Squaw Creek project and in installation of a Storm Sewer and Headwall; 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 ONE:** The preambles set forth above are incorporated herein and made a part hereof:

**SECTION TWO:** The City hereby accepts the grants of the Temporary Construction Easement in the indenture attached hereto and incorporated herein by reference as Exhibit A for the purpose of installing storm sewer piping and drainage swale.

SECTION THREE: The City Manager is hereby authorized and directed to accept the said grants of easement on behalf of the City by executing the indentures therefore set out in Exhibits "A."

SECTION FOUR: Upon full execution of the said indentures the City Clerk is hereby directed to submit to the DuPage Recorder for recording together with any required fees therefore.

SECTION FIVE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED this 7<sup>th</sup> day of June 2018

AYES: 8

NAYS: None

ABSENT: None

APPROVED this 7<sup>th</sup> day of June 2018

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Shirley J. Siebert  
Shirley J. Siebert, City Clerk

# TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Flipside I, LLC of 331 N Miller Ln, Wood Dale, IL, 60191, 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 Squaw Creek and Headwall Project (hereinafter referred to as "Project") and all other purposes hereunder provided.

The temporary easement is depicted on Exhibit "A", 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:

THE SOUTH 18 FEET OF THE NORTH 33 FEET OF LOT 7 IN WOODDALE REALTY COMPANY'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1965 AS DOCUMENT R1965-012750, IN DUPAGE COUNTY, ILLINOIS

Permanent Parcel Number: 03-09-305-007

Common Property Address: 331 N Miller Ln, Wood Dale, IL, 60191

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.

Attachment: 331 Miller - Temp (R-18-35 : 331 Miller - Temp Easement)

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, 2018, to and including April 30, 2019. 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.

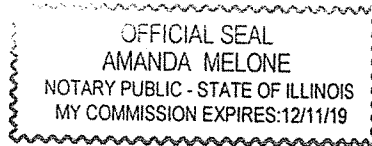
*[Space intentionally left blank]*

Dated this 25<sup>TH</sup> day of APRIL 2018

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

*Jan A. [Signature]*  
GRANTOR

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 \_\_\_\_\_, 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 25<sup>th</sup> day of April 2018

Notary Public *Amanda Melone*

GRANTEE: CITY OF WOOD DALE

By: *Annuziatio Pulice*  
Annuziatio Pulice, Mayor

Attest:  
*Shirley J. Siebert*  
Shirley J. Siebert, City Clerk

Prepared by and return to:

(  
City of Wood Dale  
404 North Wood Dale Road  
Wood Dale, Illinois 60191  
)

Attachment: 331 Miller - Temp (R-18-35 : 331 Miller - Temp Easement)

# EXHIBIT A

of

PERMANENT EASEMENT

THE SOUTH 5 FEET OF THE NORTH 15 FEET OF LOT 7 IN WOODDALE REALTY COMPANY'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ILINOIS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1985 AS DOCUMENT NO. R1985-012750, IN DUPAGE COUNTY, ILLINOIS.

AREA OF EASEMENT = 430 SQUARE FEET

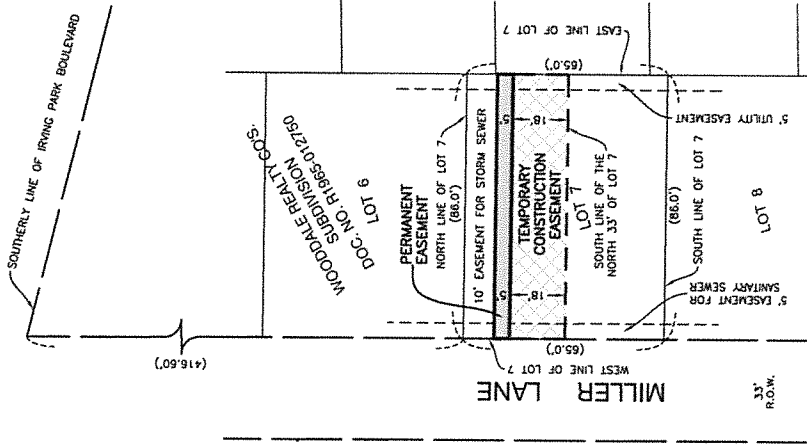
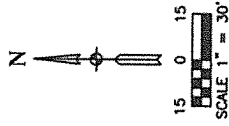
TEMPORARY CONSTRUCTION EASEMENT

THE SOUTH 18 FEET OF THE NORTH 33 FEET OF LOT 7 IN WOODDALE REALTY COMPANY'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ILINOIS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1985 AS DOCUMENT NO. R1985-012750, IN DUPAGE COUNTY, ILLINOIS.

AREA OF EASEMENT = 1,548 SQUARE FEET

AFFECTS PIN 03-09-305-007-0000

PROPERTY COMMONLY KNOWN AS:  
331 NORTH MILLER LANE  
WOOD DALE, IL 60191



Notes:

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





# TEMPORARY CONSTRUCTION EASEMENT

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Permanent Parcel Number: 03-09-305-007

Common Property Address: 331 N Miller Ln, Wood Dale, IL, 60191

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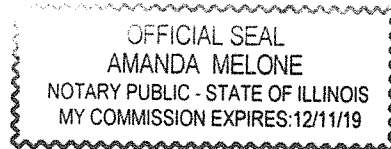
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6. Except for claims, liability and costs arising out of Grantor's negligence, Grantee will hold harmless and indemnify Grantor, its lessees, licensees, employees, agents, contractors and assigns, and each of their lessees, licensees, employees, agents, 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 25<sup>TH</sup> day of APRIL 2018

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

[Signature]  
GRANTOR



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 \_\_\_\_\_, 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 25<sup>th</sup> day of April 2018

Notary Public [Signature]

GRANTEE: CITY OF WOOD DALE

By: [Signature]  
Annuziato Pulice, Mayor

Attest:  
[Signature]  
Shirley J. Siebert, City Clerk

Prepared by and return to:

City of Wood Dale  
404 North Wood Dale Road  
Wood Dale, Illinois 60191