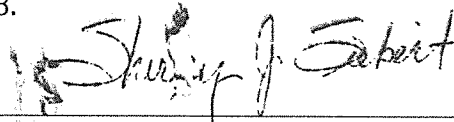


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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-18-27 A RESOLUTION SEEKING TO APPROVE A TEMPORARY CONSTRUCTION EASEMENT TO PROVIDE ACCESS AT 320-324 ADDISON 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



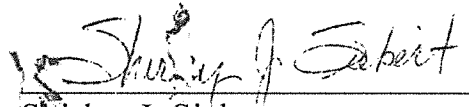
Resolution #R-18-27

**A RESOLUTION SEEKING TO APPROVE A TEMPORARY CONSTRUCTION
EASEMENT TO PROVIDE ACCESS AT 320-324 ADDISON FOR THE SQUAW
CREEK PROJECT**

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

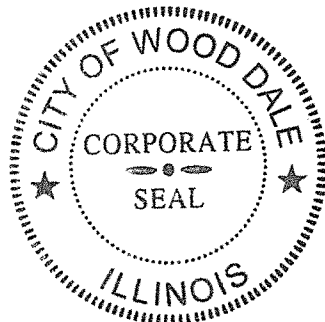
I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify
that the attached is a true and correct copy of **#R-18-27 A RESOLUTION
SEEKING TO APPROVE TEMPORARY CONSTRUCTION EASEMENT TO
PROVIDE ACCESS AT 320-324 ADDISON FOR THE SQUAW CREEK
PROJECT**

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

SEAL



RESOLUTION NO. R-18-27**A RESOLUTION SEEKING TO APPROVE A TEMPORARY CONSTRUCTION EASEMENT TO PROVIDE ACCESS AT 320-324 ADDISON 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

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 reestablishing the creek bed and streambank

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 7th day of June 2018

AYES: Alderman Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley, R. Wesley, Woods

NAYS: None

ABSENT: None

APPROVED this 7th day of June 2018

SIGNED: _____

Annunziato Pulice, Mayor

ATTEST: _____

Shirley J. Siebert, City Clerk

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Manuel Ocompo of 320-324 N Addison Rd, 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:

THAT PART OF LOT 78 IN BRAINIGAR'S SECOND WOODDALE ACRES, BEING A RESUBDIVISION OF LOTS 1 TO 19, BOTH INCLUSIVE, IN BRANIGAR'S WOODDALE ACRES, IN SECTION 9 AND 16, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BRANIGAR'S SECOND WOOD DALE ACRES, RECORDED OCTOBER 23, 1936 AS DOCUMENT 374211, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 78; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST (BEARING AS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (GEOID 12A) ALONG THE NORTH LINE OF SAID LOT 78 A DISTANCE OF 150.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST ALONG SAID NORTH LINE 15.88 FEET; THENCE SOUTH 29 DEGREES 17 MINUTES 24 SECONDS WEST 29.84 FEET; THENCE SOUTH 75 DEGREES 34 MINUES 47 SECONDS WEST 43.00 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 78 WHICH POINT IS 33.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 78; THENCE SOUTH 04 DEGREES 47 MINUTES 43 SECONDS EAST ALONG SAID WEST LINE 42.00 FEET; TO A LINE 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 79 ; THENCE NORTH 86 DEGREES 16 MINUTES 18 SECONDS EAST ALONG SAID PARALLEL LINE 225.00 FEET, TO THE EAST LINE OF SAID LOT 79; THENCE NORTH 04 DEGREES 47 MINUTES 43 SECONDS WEST ALOND SAID EAST LINE 20.00 FEET, TO A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF LOT 79; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS

Attachment: 320-324 Add - Temp (R-18-27 : 320-324 Addison - Temp Easement)

WEST ALONG SAID PARALLEL LINE 157.03 FEET; THENCE NORTH 04 DEGREES 47 MINUTES 43 SECONDS WEST 5.00 FEET, TO THE SOUTH LINE OF SAID LOT 78; THENCE NORTH 03 DEGREES 14 MINUTES 25 SECONDS EAST 50.36 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS. AND

THAT PART OF LOT 78 IN BRANIGAR'S SECOND WOODDALE ACRES, BEING A RESUBDIVISION OF LOTS 1 TO 19, BOTH INCLUSIVE, IN BRANIGAR'S WOODDALE ACRES, IN SECTION 9 AND 16, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BRANIGAR'S SECOND WOOD DALE ACRES, RECORDED OCTOBER 23, 1936 AS DOCUMENT 374211, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 78; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST (BEARING AS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (GEOID 12A) ALONG THE NORTH LINE OF SAID LOT 78 A DISTANCE OF 165.88 FEET; THENCE SOUTH 29 DEGREES, 17 MINUTES, 24 SECONDS WEST 29.84 FEET; THENCE SOUTH 75 DEGREES 34 MINUTES 57 SECONDS WEST 43.00 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 78 WHICH POINT IS 33.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 78; THENCE NORTH 04 DEGREES 47 MINUTES 43 SECONDS WEST ALONG SAID WEST LINE 25.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 77 DEGREES 38 MINUTES 55 SECONDS EAST 20.00 FEET; THENCE NORTH 43 DEGREES 43 MINUTES 56 SECONDS EAST 7.40 FEET, TO THE NORTH LINE OF LOT 78; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST ALONG SAID NORTH LINE 25.37 FEET, TO THE NORTH WEST CORNER OF SAID LOT 78; THENCE SOUTH 04 DEGREES 47 MINUTES 43 SECONDS EAST ALONG SAID WEST LINE OF LOT 78 A DISTANCE OF 8.00 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

Permanent Parcel Number: 03-09-306-014 & 03-09-306-015

Common Property Address: 320-324 N Addison Rd, 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.
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.

Attachment: 320-324 Add - Temp (R-18-27 : 320-324 Addison - Temp Easement)

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]

Attachment: 320-324 Add - Temp (R-18-27 : 320-324 Addison - Temp Easement)

Dated this 29 day of April 2018

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

Manuel Ocampo
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 29 day of April 2018

Notary Public Yvonne Anguiano

GRANTEE: CITY OF WOOD DALE



By: Annuziato Pulice
Annuziato 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

EXHIBIT A

SEE SHEET 2 FOR LEGAL DESCRIPTIONS

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.
2. P.O.B. = POINT OF BEGINNING
3. P.O.C. = POINT OF COMMENCEMENT

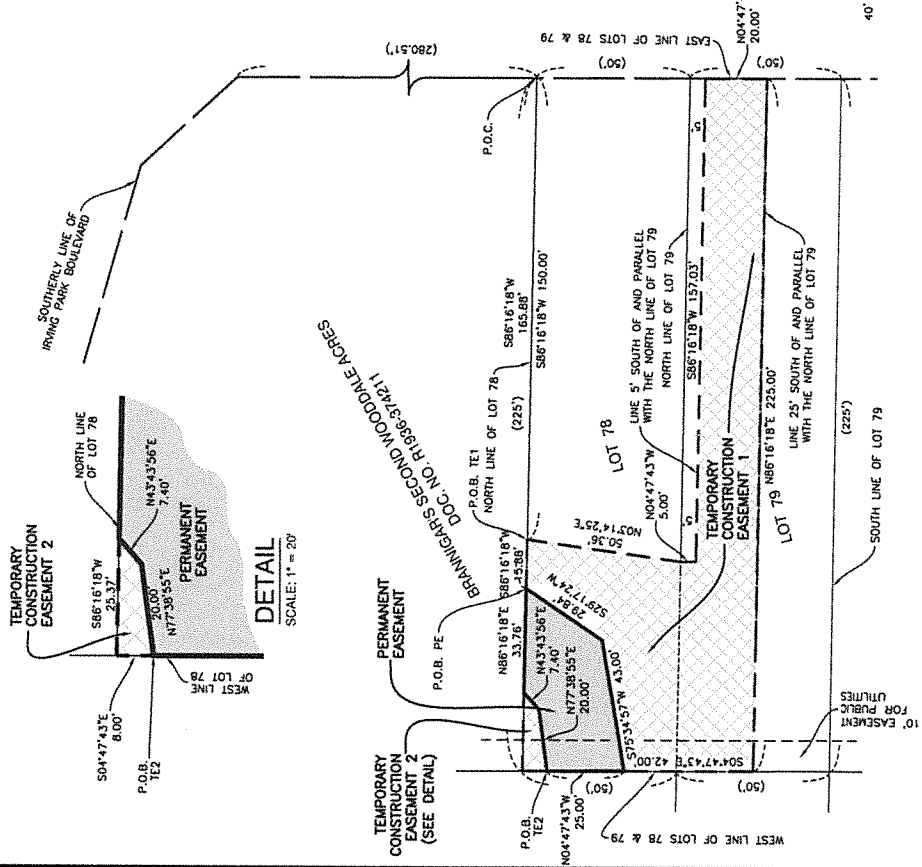
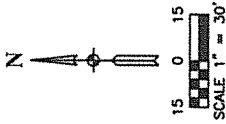


EXHIBIT A

PERMANENT EASEMENT / CONSERVATION EASEMENT

THAT PART OF LOT 78 IN BRANIGAR'S SECOND WOODDALE ACRES, BEING A RESUBDIVISION OF LOTS 1 TO 19, BOTH INCLUSIVE, IN BRANIGAR'S WOODDALE ACRES, IN SECTIONS 9 AND 16, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BRANIGAR'S SECOND WOODDALE ACRES, RECORDED OCTOBER 23, 1936 AS DOCUMENT NO. 374211, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 78; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST (BEARINGS AS REFERENCED TO THE ILLINOIS STATE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (GEOID 12A) ALONG THE NORTH LINE OF SAID LOT 78 A DISTANCE OF 165.88 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 17 MINUTES 24 SECONDS WEST 74 DEGREES 47 MINUTES 43 SECONDS WEST 43.00 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 78 WHICH POINT IS 33.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 78; THENCE NORTH 44 DEGREES 47 MINUTES 43 SECONDS WEST ALONG SAID WEST LINE 25.00 FEET; THENCE NORTH 77 DEGREES 38 MINUTES 55 SECONDS EAST 20.00 FEET; THENCE NORTH 43 DEGREES 43 MINUTES 56 SECONDS EAST 7.40 FEET, TO A POINT ON SAID WEST LINE OF LOT 78 WHICH POINT IS 23.37 FEET EAST OF SAID NORTHWEST CORNER OF LOT 78; THENCE NORTH 86 DEGREES 16 MINUTES 18 SECONDS EAST ALONG SAID NORTH LINE 33.76 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AREA OF EASEMENT = 1,296 SQUARE FEET

TEMPORARY CONSTRUCTION EASEMENT 1

THAT PART OF LOT 78 AND 79 IN BRANIGAR'S SECOND WOODDALE ACRES, BEING A RESUBDIVISION OF LOTS 1 TO 19, BOTH INCLUSIVE, IN BRANIGAR'S WOODDALE ACRES, IN SECTIONS 9 AND 16, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BRANIGAR'S SECOND WOODDALE ACRES, RECORDED OCTOBER 23, 1936 AS DOCUMENT NO. 374211, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 78; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST (BEARINGS AS REFERENCED TO THE ILLINOIS STATE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (GEOID 12A) ALONG THE NORTH LINE OF SAID LOT 78 A DISTANCE OF 150.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST ALONG SAID NORTH LINE 15.88 FEET; THENCE SOUTH 29 DEGREES 17 MINUTES 24 SECONDS WEST 74 DEGREES 47 MINUTES 43 SECONDS WEST 43.00 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 78 WHICH POINT IS 33.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 78; THENCE NORTH 44 DEGREES 47 MINUTES 43 SECONDS EAST ALONG SAID WEST LINE 42.00 FEET, TO A LINE 25.00' SOUTH OF SAID WEST LINE WITH THE NORTH LINE OF SAID LOT 79; THENCE NORTH 86 DEGREES 16 MINUTES 18 SECONDS EAST ALONG SAID WEST LINE 225.00 FEET, TO THE EAST LINE OF SAID LOT 79; THENCE NORTH 04 DEGREES 47 MINUTES 43 SECONDS WEST ALONG SAID EAST LINE 10.00 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST ALONG SAID WEST LINE 5.00 FEET, TO THE SOUTH LINE OF SAID LOT 78; THENCE NORTH 04 DEGREES 47 MINUTES 43 SECONDS EAST 5.00 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AREA OF EASEMENT = 6,974 SQUARE FEET

TEMPORARY CONSTRUCTION EASEMENT 2

THAT PART OF LOT 78 IN BRANIGAR'S SECOND WOODDALE ACRES, BEING A RESUBDIVISION OF LOTS 1 TO 19, BOTH INCLUSIVE, IN BRANIGAR'S WOODDALE ACRES, IN SECTIONS 9 AND 16, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BRANIGAR'S SECOND WOODDALE ACRES, RECORDED OCTOBER 23, 1936 AS DOCUMENT NO. 374211, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 78; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST (BEARINGS AS REFERENCED TO THE ILLINOIS STATE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (GEOID 12A) ALONG THE NORTH LINE OF SAID LOT 78 A DISTANCE OF 165.88 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 17 MINUTES 24 SECONDS WEST 74 DEGREES 47 MINUTES 43 SECONDS WEST 43.00 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 78 WHICH POINT IS 33.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 78; THENCE NORTH 44 DEGREES 47 MINUTES 43 SECONDS WEST ALONG SAID WEST LINE 25.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 77 DEGREES 38 MINUTES 55 SECONDS EAST 20.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 43 MINUTES 56 SECONDS EAST 7.40 FEET, TO THE NORTH LINE OF LOT 78; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS EAST 7.40 FEET, TO THE NORTHWEST CORNER OF SAID LOT 78; THENCE SOUTH 04 DEGREES 47 MINUTES 43 SECONDS EAST ALONG SAID WEST LINE OF LOT 78 A DISTANCE OF 8.00 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AREA OF EASEMENT = 143 SQUARE FEET

AFFECTS PIN 03-09-306-014-0000 & 03-09-306-015-0000

PROPERTY COMMONLY KNOWN AS:
320-324 NORTH ADDISON ROAD
WOOD DALE, IL 60191

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that Manuel Ocompo of 320-324 N Addison Rd, 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:

THAT PART OF LOT 78 IN BRAINIGAR'S SECOND WOODDALE ACRES, BEING A RESUBDIVISION OF LOTS 1 TO 19, BOTH INCLUSIVE, IN BRANIGAR'S WOODDALE ACRES, IN SECTION 9 AND 16, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BRANIGAR'S SECOND WOOD DALE ACRES, RECORDED OCTOBER 23, 1936 AS DOCUMENT 374211, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 78; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST (BEARING AS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (GEOID 12A) ALONG THE NORTH LINE OF SAID LOT 78 A DISTANCE OF 150.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST ALONG SAID NORTH LINE 15.88 FEET; THENCE SOUTH 29 DEGREES 17 MINUTES 24 SECONDS WEST 29.84 FEET; THENCE SOUTH 75 DEGREES 34 MINUTES 47 SECONDS WEST 43.00 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 78 WHICH POINT IS 33.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 78; THENCE SOUTH 04 DEGREES 47 MINUTES 43 SECONDS EAST ALONG SAID WEST LINE 42.00 FEET; TO A LINE 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 79 ; THENCE NORTH 86 DEGREES 16 MINUTES 18 SECONDS EAST ALONG SAID PARALLEL LINE 225.00 FEET , TO THE EAST LINE OF SAID LOT 79; THENCE NORTH 04 DEGREES 47 MINUTES 43 SECONDS WEST ALONG SAID EAST LINE 20.00 FEET, TO A LINE 5.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF LOT 79; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS

WEST ALONG SAID PARALLEL LINE 157.03 FEET; THENCE NORTH 04 DEGREES 47 MINUTES 43 SECONDS WEST 5.00 FEET, TO THE SOUTH LINE OF SAID LOT 78; THENCE NORTH 03 DEGREES 14 MINUTES 25 SECONDS EAST 50.36 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS. **AND**

THAT PART OF LOT 78 IN BRANIGAR'S SECOND WOODDALE ACRES, BEING A RESUBDIVISION OF LOTS 1 TO 19, BOTH INCLUSIVE, IN BRANIGAR'S WOODDALE ACRES, IN SECTION 9 AND 16, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BRANIGAR'S SECOND WOOD DALE ACRES, RECORDED OCTOBER 23, 1936 AS DOCUMENT 374211, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 78; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST (BEARING AS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (GEOID 12A) ALONG THE NORTH LINE OF SAID LOT 78 A DISTANCE OF 165.88 FEET; THENCE SOUTH 29 DEGREES, 17 MINUTES, 24 SECONDS WEST 29.84 FEET; THENCE SOUTH 75 DEGREES 34 MINUTES 57 SECONDS WEST 43.00 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 78 WHICH POINT IS 33.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 78; THENCE NORTH 04 DEGREES 47 MINUTES 43 SECONDS WEST ALONG SAID WEST LINE 25.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 77 DEGREES 38 MINUTES 55 SECONDS EAST 20.00 FEET; THENCE NORTH 43 DEGREES 43 MINUTES 56 SECONDS EAST 7.40 FEET, TO THE NORTH LINE OF LOT 78; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST ALONG SAID NORTH LINE 25.37 FEET, TO THE NORTH WEST CORNER OF SAID LOT 78; THENCE SOUTH 04 DEGREES 47 MINUTES 43 SECONDS EAST ALONG SAID WEST LINE OF LOT 78 A DISTANCE OF 8.00 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

Permanent Parcel Number: 03-09-306-014 & 03-09-306-015

Common Property Address: 320-324 N Addison Rd, 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.
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]