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KATHLEEN V. CARRIER, RECORDER  
DUPAGE COUNTY ILLINOIS  
06/11/2021 02:03 PM

DOCUMENT # R2021-090351

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-21-29 A RESOLUTION APPROVING A PERMANENT EASEMENT LOCATED AT 249 LINCOLN COURT FOR THE WARD 2 & 3 STORMWATER IMPROVEMENT PROJECT

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 3<sup>rd</sup> day of June, 2021.

Lynn Curiale, City Clerk

SEAL



Resolution #R-21-29

**A RESOLUTION APPROVING A PERMANENT EASEMENT LOCATED AT  
249 LINCOLN COURT FOR THE WARD 2 & 3 STORMWATER  
IMPROVEMENT PROJECT**

Passed: June 3, 2021  
Published in Pamphlet Form: June 4, 2021

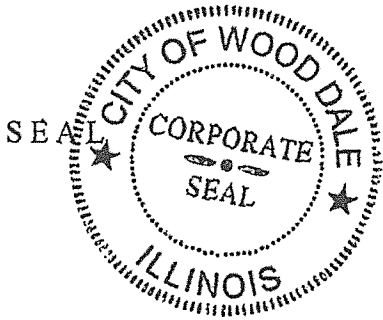
I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the  
attached Resolution is a true and correct copy of #R-21-29

**A RESOLUTION APPROVING A PERMANENT EASEMENT LOCATED AT  
249 LINCOLN COURT FOR THE WARD 2 & 3 STORMWATER  
IMPROVEMENT PROJECT**

Passed and approved by the City Council of the City of Wood Dale on June 3, 2021 and  
hereby published in pamphlet on June 4, 2021.



Lynn Curiale, City Clerk



RESOLUTION NO. R-21-29

A RESOLUTION APPROVING A PERMANENT EASEMENT LOCATED AT 249  
LINCOLN COURT FOR THE WARD 2 & 3 STORMWATER IMPROVEMENT  
PROJECT

**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 **PERMANENT 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 3<sup>rd</sup> day of June, 2021.

AYES: 8

NAYS: 0

ABSENT: 0

APPROVED this 3<sup>rd</sup> day of June, 2021.

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale  
Lynn Curiale, City Clerk

**PERMANENT  
EASEMENT**

{PRIVATE}

**KNOW ALL PERSONS BY THESE PRESENTS**, that Mary C. McNamara of 249 Lincoln Court, Wood Dale, IL, 60191, as property owner (hereinafter referred to as "Grantor"), for 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 permanent easement (hereinafter referred to as "easement"), as provided for herein for the purposes of access and construction staging associated with the Ward 2/3 Stormwater Improvement Project (hereinafter referred to as "Project") and all other purposes hereunder provided as depicted on Exhibit "A," which is attached hereto and incorporated herein by reference, on, over, across, under, and above the easement on the property legally described as follows:

THAT PART OF LOT 127 LYING NORTH OF A LINE DRAWN FROM A POINT ON THE WESTERLY LINE OF SAID LOT 127 A CHORD DISTANCE OF 7.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 127, AS MEASURED ALONG SAID WESTERLY LINE, TO A POINT ON THE EASTERLY LINE OF SAID LOT 127 A DISTANCE OF 8.50 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 127, AS MEASURED ALONG SAID EASTERLY LINE, ALL IN FOUTH ADDITION TO SHERWOOD FOREST, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 28, 1964 AS DOCUMENT NO. R64-048092, IN DUPAGE COUNTY ILLINOIS

Permanent Parcel Number: 03-17-203-038-0000

Common Property Address: 249 Lincoln Court, Wood Dale, IL 60191

This Grant is made by the Grantor and accepted by the Grantee to allow Grantee to in whole or part thereof, at Grantee's sole cost, on the easement under the following terms and conditions:

1. The Grantor shall have and retain all rights to use, enjoy, and occupy the easement, including all obligations attendant thereto such as maintenance, as set forth below, and payment of real estate taxes, if any, and all uses that do not adversely affect the Grantee's use of the easement for the purposes herein. The Grantee shall have the right, at its sole expense, for the repair of the stormwater conveyance structures. The selection of materials for the placement, installation, maintenance, repair, removal and/or replacement of any

stormwater conveyance structure and the determination as to their removal and/or replacement shall be exclusively that of the Grantee.

2. The Grantor shall not construct any structures, improvements, or permanent landscaping on the easement, nor alter, change, destroy, or modify the easement in any manner that would affect the placement, maintenance, repair, replacement and/or removal of the Drainage Line without having first received prior written approval of the Grantee.
3. The easement is granted specifically for the purpose of allowing the Grantee to place the conveyance structure, and under the easement, including the installation, repair, replacement and/or removal in whole or part thereof, at Grantee's sole cost. Except in the event of an emergency, the Grantee shall give the Grantor five (5)-days' advance notice to Grantor of any such installation, repair, replacement and/or removal. In the case of an emergency, the Grantee shall give the Grantor notice of any such installation, repair, replacement and/or removal as soon as practicable given the nature of the emergency. The rights and obligations of the Grantee shall extend to its employees, officers, agents, contractors, sub-contractors, assigns and successors. In the event of an emergency when notice will be given within a reasonable amount of time of the emergency

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4. The Grantee agrees that it will perform all work hereby authorized on the easement with reasonable care, skill, and diligence. The Grantee will perform said work in such a way as to avoid harm to improvements within or adjacent to said easement and in such a way so as to minimize disturbance to Grantor's enjoyment and use of her property. In the event any adjacent area shall be disturbed; the Grantee shall restore the disturbed area, at Grantee's sole cost, as nearly as possible to the condition in which it was before the disturbance.

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5. The Grantee may store equipment and materials on the easement while performing any installation, replacement, repair, and/or removal of the Drainage Line. Grantee will promptly remove all such items upon completion of the said work.
6. Except for claims, liability and costs arising out of Grantor's negligence, to the extent permitted by law, Grantee will hold harmless and indemnify Grantor, her 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 on and/or use of the easement.
6. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee shall record this easement grant at its sole expense.

Dated this 15 day of April 2021

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

GRANTOR:

Mary C. Mc Namara  
[Name of grantor]

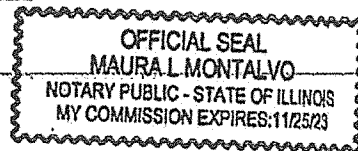
STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF DU PAGE                )

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 15<sup>th</sup> day of April 2021

Notary Public Maura L. Montalvo

My commission expires: \_\_\_\_\_



GRANTEE: CITY OF WOOD DALE

By: Annunziato Pulice  
Annunziato Pulice, Mayor

Attest:

Lynn Curiale  
Lynn Curiale, City Clerk

Prepared by and return to: \_\_\_\_\_

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

# EXHIBIT A

of

## PERMANENT EASEMENT

THAT PART OF LOT 127 LYING NORTH OF A LINE DRAWN FROM A POINT ON THE WESTERLY LINE OF SAID LOT 127 A CHORD DISTANCE OF 7.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 127, AS MEASURED ALONG SAID WESTERLY LINE, TO A POINT ON THE EASTERLY LINE OF SAID LOT 127 A DISTANCE OF 8.50 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 127, AS MEASURED ALONG SAID EASTERLY LINE, ALL IN FOURTH ADDITION TO SHERWOOD FOREST, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 28, 1964 AS DOCUMENT NO. R64-048092, IN DUPAGE COUNTY, ILLINOIS.

AREA OF EASEMENT = 860 SQUARE FEET

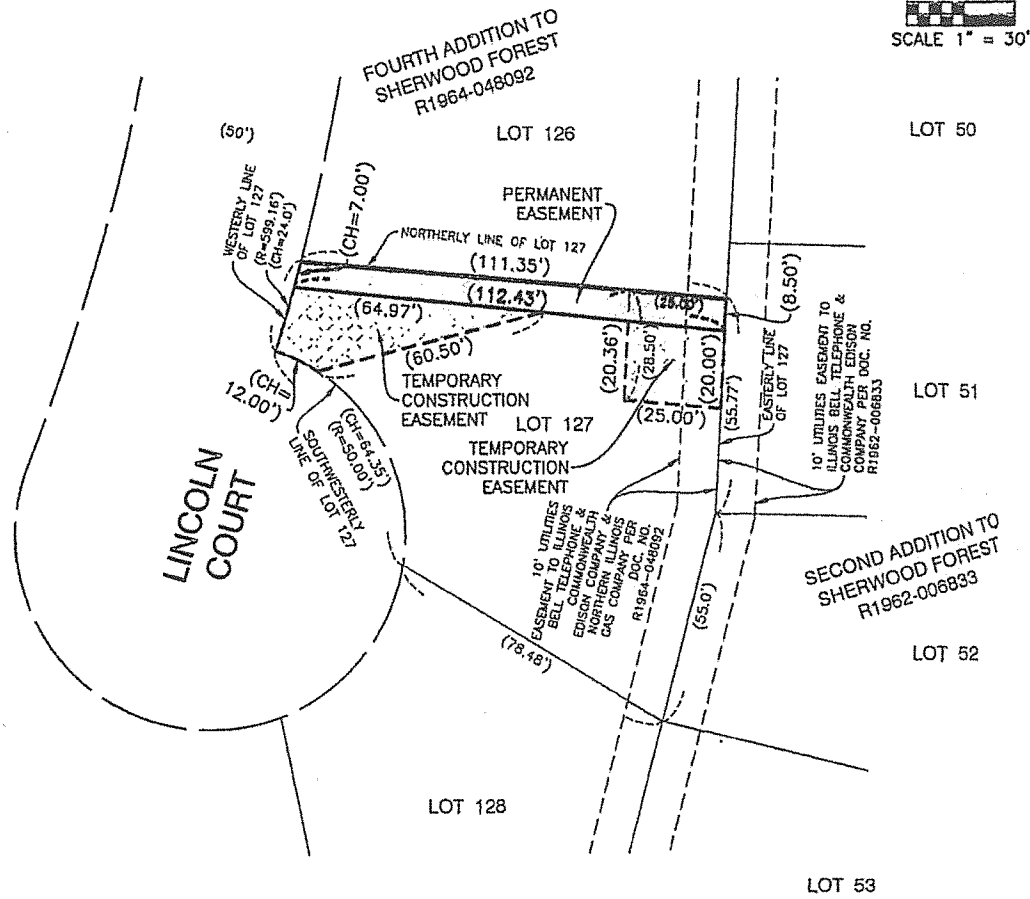
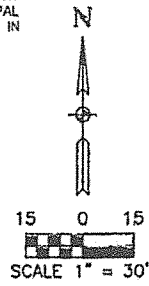
## TEMPORARY CONSTRUCTION EASEMENT

THE EASTERLY 25.00 FEET OF THE NORTHERLY 28.50 FEET OF LOT 127 (EXCEPT THAT PART THEREOF LYING NORTH OF A LINE DRAWN FROM A POINT ON THE WESTERLY LINE OF SAID LOT 127 A CHORD DISTANCE OF 7.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 127, AS MEASURED ALONG SAID WESTERLY LINE, TO A POINT ON THE EASTERLY LINE OF SAID LOT 127 A DISTANCE OF 8.50 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 127, AS MEASURED ALONG SAID EASTERLY LINE), AND THAT PART OF SAID LOT 127 LYING SOUTH OF SAID LINE DRAWN FROM A POINT ON THE WESTERLY LINE OF SAID LOT 127 A CHORD DISTANCE OF 7.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 127, AS MEASURED ALONG SAID WESTERLY LINE, TO A POINT ON THE EASTERLY LINE OF SAID LOT 127 A DISTANCE OF 8.50 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT 127, AS MEASURED ALONG SAID EASTERLY LINE AND LYING NORTHERLY OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID LOT 127 A DISTANCE OF 25.00 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 127, AS MEASURED ALONG SAID NORTH LINE, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 127 A CHORD DISTANCE OF 12.00 FEET EASTERLY OF THE WESTERMOST NORTHWEST CORNER OF SAID LOT 127, AS MEASURED ALONG SAID SOUTHWESTERLY LINE, ALL IN FOURTH ADDITION TO SHERWOOD FOREST, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 28, 1964 AS DOCUMENT NO. R64-048092, IN DUPAGE COUNTY, ILLINOIS.

AREA OF EASEMENT = 1,281 SQUARE FEET

AFFECTS PIN 03-17-203-038-0000

PROPERTY COMMONLY KNOWN AS:  
249 LINCOLN COURT  
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.

