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KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
06/11/2021 02:24 PM

DOCUMENT # R2021-090367

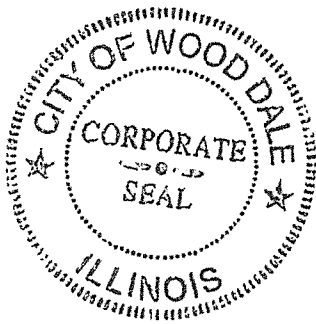
STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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-21-33 A RESOLUTION APPROVING A TEMPORARY CONSTRUCTION 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 3rd day of June, 2021.

Lynn Curiale, City Clerk

SEAL



8

Resolution #R-21-33

**A RESOLUTION APPROVING A TEMPORARY CONSTRUCTION
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-21-33

**A RESOLUTION APPROVING A TEMPORARY CONSTRUCTION
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

SEAL



RESOLUTION NO. R-21-33

A RESOLUTION APPROVING A TEMPORARY CONSTRUCTION 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 **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 3rd day of June, 2021.

AYES: 7

NAYS: 0

ABSENT: 0

APPROVED this 3rd day of June, 2021.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk

**TEMPORARY
CONSTRUCTION
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 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 Improvement 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 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 WESTERN MOST 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.

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 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 3, 2021, to and including December 31, 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.

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.

Mary C. McNamee
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 15th day of April 2021

Notary Public

Maura L. Montalvo

GRANTEE: CITY OF WOOD DALE



By: Annuziato Pulice
Annuziato 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

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

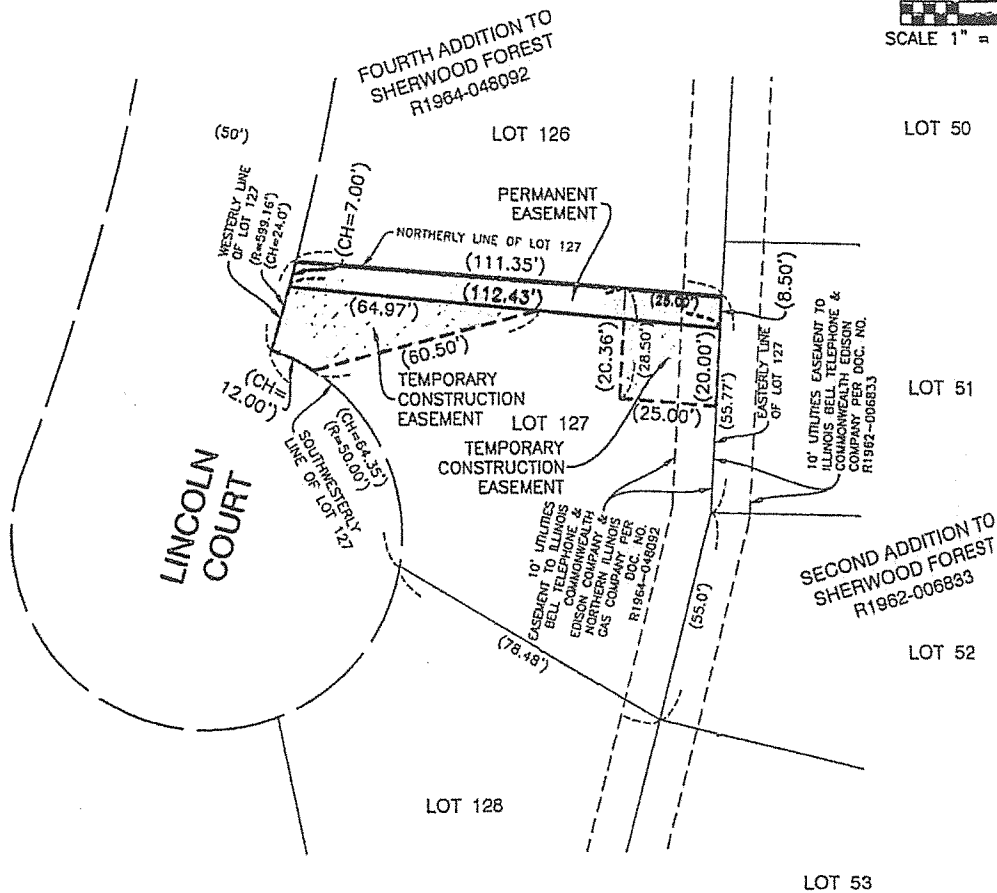
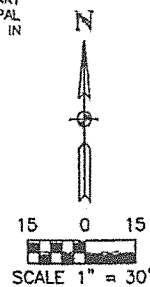
TEMPORARY CONSTRUCTION EASEMENT

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 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 WESTERNMOST 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:

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.

