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KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
08/19/2021 08:50 AM

DOCUMENT # R2021-124737

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-21-44 A RESOLUTION APPROVING A PERMANENT EASEMENT LOCATED AT 372 W IRVING PARK ROAD 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 5th day of August, 2021.

Lynn Curiale, City Clerk

SEAL



Resolution #R-21-44

**A RESOLUTION APPROVING A PERMANENT EASEMENT LOCATED AT
372 W IRVING PARK ROAD FOR THE WARD 2 & 3 STORMWATER
IMPROVEMENT PROJECT**

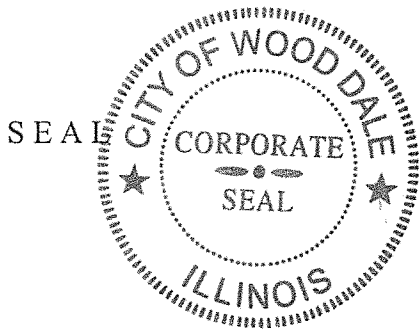
Passed: August 5, 2021
Published in Pamphlet Form: August 6, 2021

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-21-44
**A RESOLUTION APPROVING A PERMANENT EASEMENT LOCATED AT
372 W IRVING PARK ROAD FOR THE WARD 2 & 3 STORMWATER
IMPROVEMENT PROJECT**

Passed and approved by the City Council of the City of Wood Dale on August 5, 2021
and hereby published in pamphlet on August 6, 2021.



Lynn Curiale, City Clerk



RESOLUTION NO. R-21-44

A RESOLUTION APPROVING A PERMANENT EASEMENT LOCATED AT 372 W IRVING PARK ROAD 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 5th day of August, 2021.

AYES: 7

NAYS: _____

ABSENT: Alderman Jakob

APPROVED this 5th day of August, 2021.

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk

**PERMANENT
EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that Genuine Parts Company of 2999 Wildwood Pkwy, Atlanta, GA 30339 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 4 IN BRANIGAR'S SECOND WOODDALE ACRES, BEING A RESUBDIVISION 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 374211, LYING SOUTH OF THAT PART TAKEN FOR IRVING PARK ROAD IN CONDEMNATION CASE 85 ED-22 AND LYING EASTERLY OF A LINE DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 4 WITH A LINE 26 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 4; THENCE NORTHERLY ALONG SAID PARALLEL LINE 55.50 FEET; THENCE NORTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 162 DEGREES WITH THE AFOREDESCRIBED LINE AS MEASURED FROM SOUTH TO NORTHEAST A DISTANCE OF 16.18 FEET, TO A LINE 21 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SAID LOT 4; THENCE NORTHERLY ALONG SAID PARALLEL LINE, TO THE SOUTH LINE OF SAID PART TAKEN FOR IRVING PARK ROAD IN CONDEMNATION CASE 85 ED-22, IN DUPAGE COUNTY, ILLINOIS.

Permanent Parcel Number: 03-09-306-021

Common Property Address: 372 W Irving Park Rd, 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, on 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
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.
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. Grantee agrees to compensate Grantor for the use of the easement contemplated herein and the impact of the encumbrance on said easement upon the Property of Grantee which is the subject of this Easement Agreement, in the amount of Eight Thousand dollars (\$8,000), as and for said easement, receipt and sufficiency of which is hereby acknowledged by the Grantee.
7. 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.

8. 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.

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