

**PERMANENT
EASEMENT**



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

JUL. 31, 2017

9:14 AM

OTHER

\$32.00 03-16-201-020

006 PAGES R2017-077015

KNOW ALL PERSONS BY THESE PRESENTS, that Helen Kozlowski, of 183 Harvey Ave, Wood Dale, Illinois, as property owner(s) (hereinafter referred to collectively 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 purpose of the placement, maintenance, repair, replacement and/or removal of a drainage line and associated infrastructure (hereinafter referred to as "Drainage Line"), 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:

Part of Lot 75 in Branigar's Wood Dale Acres, Being a Subdivision in Sections 9 and 16, Township 40 North, Range 11 East of the Third Principal Meridian, in DuPage County, IL.

Permanent Parcel Number: 03-16-201-020

And commonly known as 183 Harvey Ave, Wood Dale, Illinois 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, to place, install, maintain, repair, replace and/or remove Drainage Line and related infrastructure. The selection of materials for the placement, installation, maintenance, repair, removal and/or replacement of the Drainage Line 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 Drainage Line 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. 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.

[Space intentionally left blank]

Dated this 12 day of June 2017

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

GRANTOR:

Helen Kozlowski
[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 Helen Kozlowski, 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 12 day of June 2017.

Notary Public Cynthia Hillebrand

My commission expires: 10-29-17



GRANTEE: CITY OF WOOD DALE

By: _____
Annuziato Pulice, Mayor

Attest:

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

PLAT OF EASEMENT OF PART OF LOT 75 IN BRANIGAR'S WOOD DALE ACRES, BEING A SUBDIVISION IN SECTIONS 9 AND 18, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

Pin# 03-16-201-022

OWNER'S CERTIFICATE STATE OF ILLINOIS COUNTY OF ...

ADJACENT CERTIFICATE STATE OF ILLINOIS COUNTY OF ...

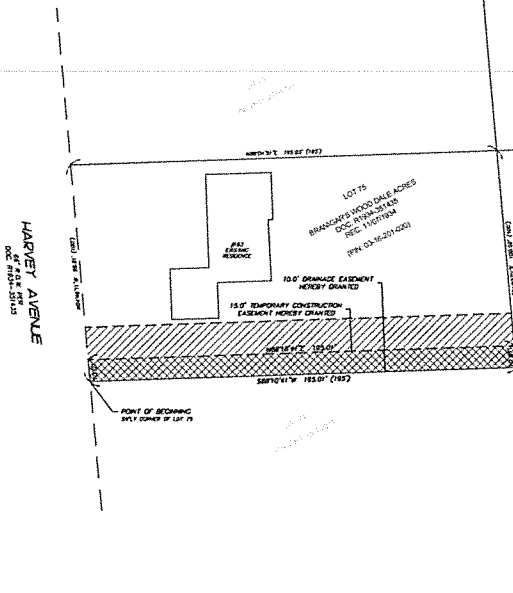
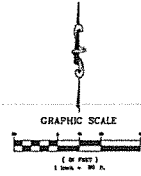
MORTGAGE CERTIFICATE STATE OF ILLINOIS COUNTY OF ...

NOTARY CERTIFICATE STATE OF ILLINOIS COUNTY OF ...

CITY CLERK'S CERTIFICATE STATE OF ILLINOIS COUNTY OF ...

DETAILED LEGAL DESCRIPTION OF THE EASEMENT

COUNTY RECORDER'S CERTIFICATE STATE OF ILLINOIS COUNTY OF ...



DETAILED LEGAL DESCRIPTION OF THE EASEMENT (D.L.E.) PROVISIONS



FOR REVIEW

NOTES

Vertical sidebar containing project information, HRC Green logo, and page number 1 of 1.

RESOLUTION NO. R-17-44

**A RESOLUTION SEEKING TO APPROVE A PERMANENT UTILITY EASEMENT TO
MAINTAIN STORM SEWERS AT 183 HARVEY AVE.**

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 permanent utility easement for the storm sewer along 183 Harvey's southern border; 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 Permanent Utility Easement in the indenture attached hereto and incorporated herein by reference as Exhibit A for the purpose of maintenance of storm sewers.

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 therefor.

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

PASSED this 20th day of July, 2017

AYES: Aldermen Catalano, JAKAB, Messina, Sorrentino, Susmarski, E. Wesley, R. Wesley, and Woods

NAYS: None

ABSENT: None

APPROVED this 20th day of July, 2017

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

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