



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

SEP. 04, 2018

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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-18-36 A **RESOLUTION SEEKING TO APPROVE A PERMANENT EASEMENT BETWEEN THE CITY OF WOOD DALE AND 331 MILLER 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




Resolution #R-18-36

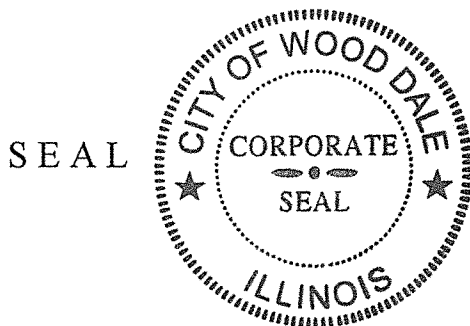
**A RESOLUTION SEEKING TO APPROVE A PERMANENT EASEMENT
BETWEEN THE CITY OF WOOD DALE AND 331 MILLER FOR THE SQUAW
CREEK PROJECT**

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-18-36 A RESOLUTION SEEKING TO APPROVE A PERMANENT EASEMENT BETWEEN THE CITY OF WOOD DALE AND 331 MILLER 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



RESOLUTION NO. R-18-36**A RESOLUTION SEEKING TO APPROVE A PERMANENT EASEMENT BETWEEN
THE CITY OF WOOD DALE AND 331 MILLER DRIVE 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 permanent utility easement for the Squaw Creek 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 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 installing Stormwater Piping.

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 7th day of June, 2018

AYES: 7

NAYS: 0

ABSENT: 0

APPROVED this 7th day of June, 2018

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

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

PERMANENT EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Flipside I, LLC, of 331 N Miller Ln, Wood Dale, IL, 60191, 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 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 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:

THE SOUTH 5 FEET OF THE NORTH 15 FEET OF LOT 7 IN WOODDALE REALTY COMPANY'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 21, 1965, AS DOCUMENT NO R1965-012750, IN DUPAGE COUNTY, ILLINOIS

Permanent Parcel Number: 03-09-305-007

And commonly known as 331 N Miller Ln, 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
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.

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Dated this 25TH day of APRIL 2018

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

GRANTOR:

[Signature]
[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.

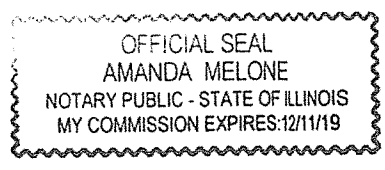
Given under my hand and official seal, this 25 day of April 2018

Notary Public Amanda Melone

My commission expires: 12/11/19

GRANTEE: CITY OF WOOD DALE

By: Annuziato Pulice
Annuziato Pulice, Mayor



Attest:

[Signature]
Shirley J. Siebert, City Clerk

Prepared by and return to:

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

Attachment: 331 Miller - Perm (R-18-36 : 331 Miller Dr - Permanent Easement)

EXHIBIT A

PERMANENT EASEMENT

THE SOUTH 5 FEET OF THE NORTH 15 FEET OF LOT 7 IN WOODDALE REALTY COMPANY'S SUBDIVISION OF PART OF THE THIRD QUARTER SECTION 40 NORTH, RANGE 40 NORTH, TOWNSHIP 11 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, ILLINOIS, ACCORDING TO THE PLAN THEREOF RECORDED APRIL 21, 1985 AS DOCUMENT NO. R1985-012730, IN DUPAGE COUNTY;

AREA OF EASEMENT = 430 SQUARE FEET

TEMPORARY CONSTRUCTION EASEMENT

THE SOUTH 18 FEET OF THE NORTH 33 FEET OF LOT 7 IN WOODDALE REALTY COMPANY'S SUBDIVISION OF PART OF THE THIRD QUARTER SECTION 40 NORTH, RANGE 40 NORTH, TOWNSHIP 11 NORTH, EAST OF THE THIRD PRINCIPAL MERIDIAN, ILLINOIS, ACCORDING TO THE PLAN THEREOF RECORDED APRIL 21, 1985 AS DOCUMENT NO. R1985-012730, IN DUPAGE COUNTY;

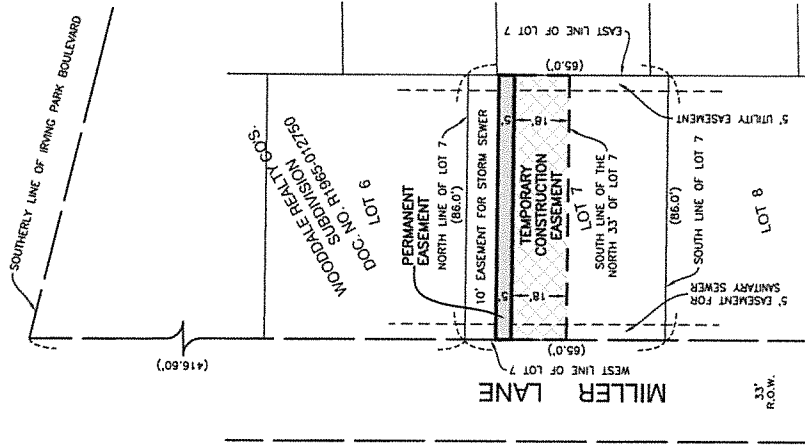
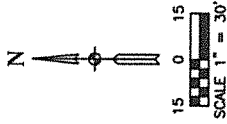
AREA OF EASEMENT = 1,548 SQUARE FEET

AFFECTS PIN 03-09-305-007-0000

PROPERTY COMMONLY KNOWN AS:

331 MILLER LANE,

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.



**PERMANENT
EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that Flipside I, LLC, of 331 N Miller Ln, Wood Dale, IL,60191, 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 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 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:

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Permanent Parcel Number: 03-09-305-007

And commonly known as 331 N Miller Ln, Wood Dale, IL, 60191

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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.

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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.

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