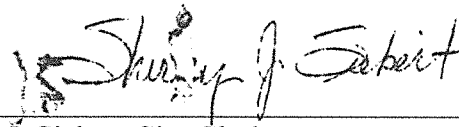


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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-18-28 **A RESOLUTION SEEKING TO APPROVE PERMANENT EASEMENT BETWEEN THE CITY OF WOOD DALE AND 320-324 ADDISON 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



SEAL

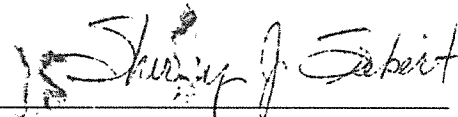
Resolution #R-18-28

**A RESOLUTION SEEKING TO APPROVE A PERMANENT EASEMENT
BETWEEN THE CITY OF WOOD DALE AND 320-324 ADDISON FOR THE
SQUAW CREEK PROJECT**

Passed: June 7, 2018
Approved: June 7, 2018

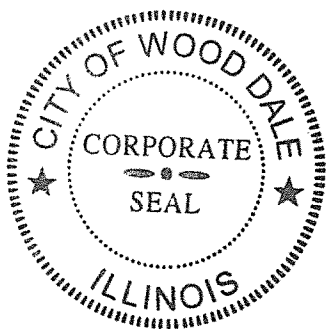
I, Shirley J. Siebert, as the Clerk for the City of Wood Dale, hereby certify that the attached is a true and correct copy of **#R-18-28 A RESOLUTION SEEKING TO APPROVE PERMANENT EASEMENT BETWEEN THE CITY OF WOOD DALE AND 320-324 ADDISON FOR THE SQUAW CREEK PROJECT**

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

SEAL



RESOLUTION NO. R-18-28**A RESOLUTION SEEKING TO APPROVE A PERMANENT EASEMENT BETWEEN
THE CITY OF WOOD DALE AND 320-324 ADDISON 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: Alderman Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley, R. Wesley, Woods

NAYS: None

ABSENT: None

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 Manuel Ocompo, of 320-324 N Addison Rd, 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:

THAT PART OF LOT 78 IN BRAINIGAR'S SECOND WOODDALE ACRES, BEING A RESUBDIVISION OF LOTS 1 TO 19, BOTH INCLUSIVE, IN BRANIGAR'S WOODDALE ACRES, IN SECTION 9 AND 16, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BRANIGAR'S SECOND WOOD DALE ACRES, RECORDED OCTOBER 23, 1936 AS DOCUMENT 374211, DESCRIPED AS FOLLOWS: COMMENCING A THE NORTHEAST CORNER OF SAID LOT 78; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST (BEARING AS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (GEOID 12A) ALONG THE NORTH LINE OF SAID LOT 78 A DISTANCE OF 165.88 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 17 MINUTES 24 SECONDS WEST 29.84 FEET; THENCE SOUTH 75 DEGREES 34 MINUTES 57 SECONDS WEST 43.00 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 78 WHICH POINT IS 33.00 FEET SOUT OF THE NORTHWEST CORNER OF SAID LOT 78; THENCE NORTH 04 DEGREES 47 MINUTES 43 SECONDS WEST ALONG SAID WEST LINE 25.00 FEET; THENCE NORTH 77 DEGREES 38 MINUTES 55 SECONDS EAST 20.00 FEET; THENCE NORTH 43 DEGREES 43 MINUES 56 SECONDS EAST 7.40 FEET, TO A POINT ON SAID NORTH LINE OF LOT 78 WHICH POINT IS 25.37 FEET EAST OF SAID NORTHWEST CORNER OF LOT 78; THENCE NORTH 86 DEGREES 16 MINUES 18 SECONDS EAST ALONG SAID NORTH LINE 33.76 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Permanent Parcel Number: 03-09-306-014 & 03-09-306-015

And commonly known as 320-324 N Addison 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:

Attachment: 320-324 Add - Perm (R-18-28 : 320-324 Addison - Permanent Easement)

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,

Attachment: 320-324 Add - Perm (R-18-28 : 320-324 Addison - Permanent Easement)

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]

Attachment: 320-324 Add - Perm (R-18-28 : 320-324 Addison - Permanent Easement)

EXHIBIT A

SEE SHEET 2 FOR LEGAL DESCRIPTIONS

Notes:

1. (XXX.XX') Denotes record dimensions or dimension computed from record dimension values.
2. (XXX.XX') Denotes measured dimension or dimension computed from measured dimension values.
3. P.O.B. = POINT OF BEGINNING
4. P.O.C. = POINT OF COMMENCEMENT

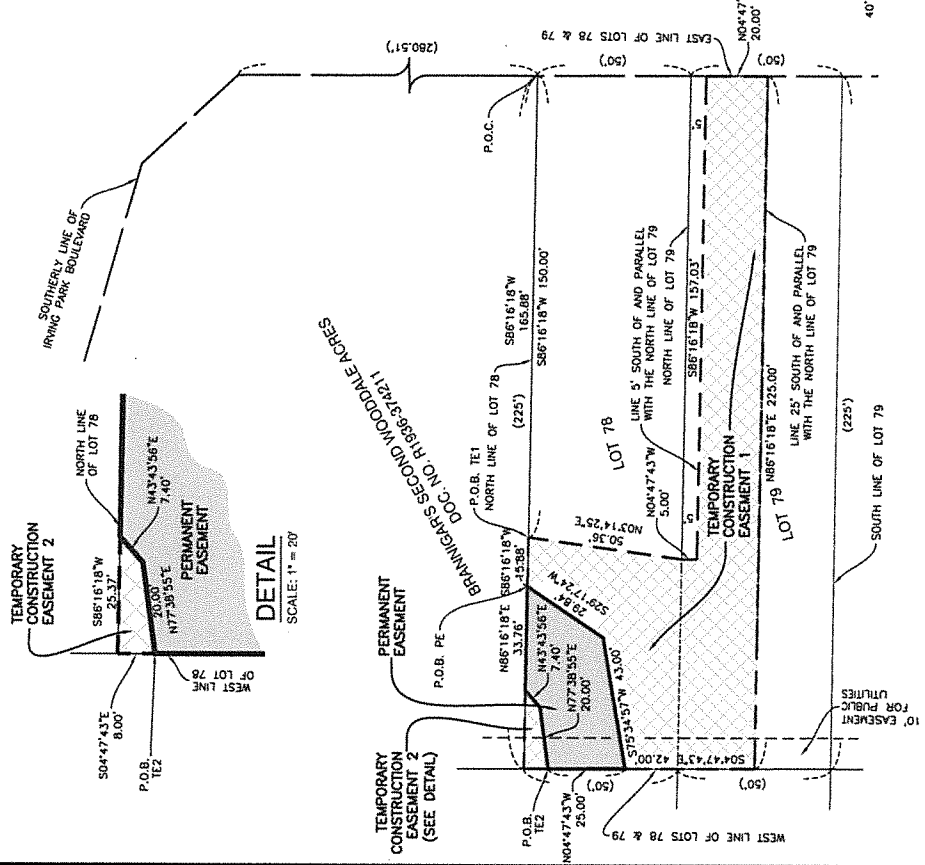
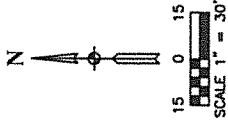


EXHIBIT A

of

PERMANENT EASEMENT / CONSERVATION EASEMENT

THAT PART OF LOT 78 IN BRANIGAR'S SECOND WOODDALE ACRES, BEING A RESUBDIVISION OF LOTS 1 TO 19, BOTH INCLUSIVE, IN BRANIGAR'S WOODDALE ACRES, 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, 1938 AS DOCUMENT NO. 374211, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 78; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST (BEARINGS AS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (GEOID 12A) ALONG THE NORTH LINE OF SAID LOT 78 A DISTANCE OF 165.88 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 17 MINUTES 24 SECONDS WEST 29.84 FEET; THENCE SOUTH 75 DEGREES 34 MINUTES 57 SECONDS WEST 43.00 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 78; THENCE WEST 25.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 77 DEGREES 47 MINUTES 43 SECONDS EAST 20.00 FEET; THENCE NORTH 43 DEGREES 43 MINUTES 56 SECONDS EAST 7.40 FEET, TO A POINT ON SAID NORTH LINE OF LOT 78 WHICH POINT IS 24.37 FEET EAST OF SAID NORTHWEST CORNER OF LOT 78; THENCE NORTH 04 DEGREES 16 MINUTES 18 SECONDS EAST ALONG SAID NORTH LINE 33.76 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AREA OF EASEMENT = 1,296 SQUARE FEET

TEMPORARY CONSTRUCTION EASEMENT 1

THAT PART OF LOT 78 AND 79 IN BRANIGAR'S SECOND WOODDALE ACRES, BEING A RESUBDIVISION OF LOTS 1 TO 19, BOTH INCLUSIVE, IN BRANIGAR'S WOODDALE ACRES, 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, 1938 AS DOCUMENT NO. 374211, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 78; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST (BEARINGS AS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (GEOID 12A) ALONG THE NORTH LINE OF SAID LOT 78 A DISTANCE OF 150.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST ALONG SAID NORTH LINE 15.88 FEET; THENCE SOUTH 29 DEGREES 17 MINUTES 24 SECONDS WEST 29.84 FEET; THENCE SOUTH 75 DEGREES 34 MINUTES 57 SECONDS WEST 43.00 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 78; THENCE WEST 25.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 77 DEGREES 47 MINUTES 43 SECONDS EAST 20.00 FEET; THENCE NORTH 43 DEGREES 43 MINUTES 56 SECONDS EAST 7.40 FEET, TO A POINT ON SAID NORTH LINE OF LOT 78 WHICH POINT IS 24.37 FEET EAST OF SAID NORTHWEST CORNER OF LOT 78; THENCE NORTH 04 DEGREES 16 MINUTES 18 SECONDS EAST ALONG SAID WEST LINE 42.00 FEET; TO A LINE 25.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 78; THENCE NORTH 86 DEGREES 16 MINUTES 18 SECONDS EAST ALONG SAID PARALLEL LINE 225.00 FEET, TO THE EAST LINE OF SAID LOT 79; THENCE NORTH 04 DEGREES 47 MINUTES 43 SECONDS WEST ALONG SAID EAST LINE 5.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF LOT 78; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST 5.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AREA OF EASEMENT = 6,974 SQUARE FEET

TEMPORARY CONSTRUCTION EASEMENT 2

THAT PART OF LOT 78 IN BRANIGAR'S SECOND WOODDALE ACRES, BEING A RESUBDIVISION OF LOTS 1 TO 19, BOTH INCLUSIVE, IN BRANIGAR'S WOODDALE ACRES, 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, 1938 AS DOCUMENT NO. 374211, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 78; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST (BEARINGS AS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (GEOID 12A) ALONG THE NORTH LINE OF SAID LOT 78 A DISTANCE OF 165.88 FEET; THENCE SOUTH 29 DEGREES 17 MINUTES 24 SECONDS WEST 29.84 FEET; THENCE SOUTH 75 DEGREES 34 MINUTES 57 SECONDS WEST 43.00 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 78; THENCE WEST 25.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 77 DEGREES 47 MINUTES 43 SECONDS EAST 20.00 FEET; THENCE NORTH 43 DEGREES 43 MINUTES 56 SECONDS EAST 7.40 FEET, TO THE NORTH LINE NORTHWEST CORNER OF SAID LOT 78; THENCE SOUTH 04 DEGREES 16 MINUTES 18 SECONDS EAST ALONG SAID WEST LINE OF LOT 78 A DISTANCE OF 8.00 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AREA OF EASEMENT = 143 SQUARE FEET

AFFECTS PIN 03-09-306-014-0000 & 03-09-306-015-0000

PROPERTY COMMONLY KNOWN AS:
WOODDALE WITH JOHNSON ROAD
WOOD DALE, IL 60191



PERMANENT EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Manuel Ocompo, of 320-324 N Addison Rd, 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:

THAT PART OF LOT 78 IN BRAINIGAR'S SECOND WOODDALE ACRES, BEING A RESUBDIVISION OF LOTS 1 TO 19, BOTH INCLUSIVE, IN BRANIGAR'S WOODDALE ACRES, IN SECTION 9 AND 16, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID BRANIGAR'S SECOND WOOD DALE ACRES, RECORDED OCTOBER 23, 1936 AS DOCUMENT 374211, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 78; THENCE SOUTH 86 DEGREES 16 MINUTES 18 SECONDS WEST (BEARING AS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 (GEOID 12A) ALONG THE NORTH LINE OF SAID LOT 78 A DISTANCE OF 165.88 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 17 MINUTES 24 SECONDS WEST 29.84 FEET; THENCE SOUTH 75 DEGREES 34 MINUTES 57 SECONDS WEST 43.00 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 78 WHICH POINT IS 33.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 78; THENCE NORTH 04 DEGREES 47 MINUTES 43 SECONDS WEST ALONG SAID WEST LINE 25.00 FEET; THENCE NORTH 77 DEGREES 38 MINUTES 55 SECONDS EAST 20.00 FEET; THENCE NORTH 43 DEGREES 43 MINUTES 56 SECONDS EAST 7.40 FEET, TO A POINT ON SAID NORTH LINE OF LOT 78 WHICH POINT IS 25.37 FEET EAST OF SAID NORTHWEST CORNER OF LOT 78; THENCE NORTH 86 DEGREES 16 MINUTES 18 SECONDS EAST ALONG SAID NORTH LINE 33.76 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Permanent Parcel Number: 03-09-306-014 & 03-09-306-015

And commonly known as 320-324 N Addison 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, 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 29 day of April 2018

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

GRANTOR: Manvel Ocampo

M. Ocampo
[Name of grantor]

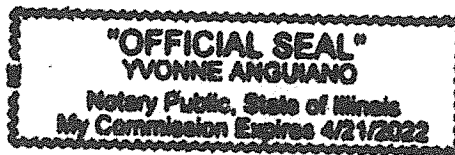
STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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 29 day of ~~March~~ April 2018

Notary Public Yvonne Anguiano

My commission expires: 4-21-22



GRANTEE: CITY OF WOOD DALE

By: Annunziato Pulice
Annunziato Pulice, Mayor

Attest:

Shirley J. Siebert
Shirley J. Siebert, City Clerk

Prepared by and return to:

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

Dated this 4 day of 23 2018

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

LAW LUONG
GRANTOR

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

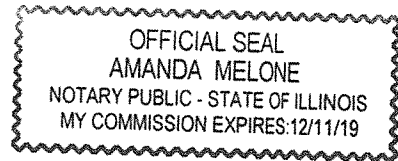
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me, to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and 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 23RD day of April 2018

Notary Public Amanda Melone

GRANTEE: CITY OF WOOD DALE

By: Annuziato Pulice
Annuziato Pulice, Mayor



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

Prepared by and return to:

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



Municipal Expertise. Community Commitment.

MEMO

To: Matt York Date: 02-05-18

From: Mark Wesolowski

Subject: 320-324 North Addison Road (Lots 78-79)
 - Squaw Creek Improvements Project No. 15-R0651

The proposed improvements within the property of 320-324 North Addison Road (Lots 78-79) include minor reprofiling of the bottom of the creek along with minor re-alignment of the center of the creek. The reprofiling of the creek bed consists mainly of the removal of existing sediment, while the re-alignment includes minor creek bank modifications and stabilization. In an effort to increase the conveyance capacity of Squaw creek. The channel bottom will be widened and deepened, and the stream banks will be modified to accommodate the widened bottom. In order to preserve the existing waters of the US, a shallow pool will be created within a small portion of the improvements at the rear of the lot within 320-324 North Addison Road (Lots 78-79), similar to what exists today. In dry weather, these areas may periodically dry up. The side slopes of the creek will be modified at an approximate 1 to 1 slope at the bottom of the channel and at an approximate slope of 3 to 1 for the remaining creek bank to meet the existing ground elevations. The bottom portion of the channel will be stabilized with riprap and aggregate bedding, while the bank slopes will be stabilized with IDOT Class 4A (modified) seed mix and erosion control blanket, which is effectively a low profile/growth native grass mix intended to provide a more naturalized look and function. As part of this endeavor, there are a few trees that will need to be removed as part of the construction. Replacement trees are proposed within the work area, after the construction of the creek improvements are complete.

As a result of the proposed improvements, drainage through the lot will be improved, with a lowered water surface elevation of approximately 5-inches, for certain storm events.

In order to facilitate the construction of the project, access through the property from Addison Road is being requested. It is proposed to utilize the existing driveway as one of the access locations to the creek. Upon completion of the creek improvements, the existing driveway will be removed and reconstructed with 8-inch of Aggregate Base Course and 3-inch of Hot-Mix Asphalt. The balance of any disturbed area, outside of the creek banks will be restored with topsoil and sod.

In order to construct the proposed improvements and provide future maintenance on the improved channel, The City of Wood Dale is requesting a permanent/conservation easement be granted by the property owner, along with a temporary construction easement. The permanent easement/conservation easement would encompass the Squaw Creek channel and banks that lie within the property of 320-324 North Addison Road (Lots 78-79), and would allow the City to construct and to properly maintain the channel after construction is complete. The temporary construction easement is requested to facilitate the construction of the proposed improvements.