

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

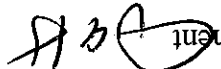
Resolution or Ordinance (Blue) Waiver of First Requested
Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink) X

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: November 28, 2006 (B of T) Date: December 7, 2006

TITLE: East South Broadway CDBG Project - Public Watermain and Sidewalk Easement

SUBMITTED BY: Department of Community Development 

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a request authorizing the signatures of Village President and Clerk on six (6) Public Watermain and Sidewalk Easement Agreements for the properties located at 757 Unit A, 811, 819, 831, 901-909 and 921-925 East South Broadway. (DISTRICT #5)

Staff recommends approval of this request.

Please place this item on the December 7, 2006 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X

Finance Director X

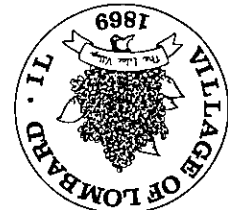
Village Manager X 

Date

Date

Date 11/28/06

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



MEMORANDUM

TO: William Lichter, Village Manager

FROM: David A. Hulseberg, AICP
Assistant Village Manager/Director of Community Development

DATE: December 7, 2006

SUBJECT: Public Watermain and Sidewalk Easements Associated with the East South Broadway CDBG Project

Attached for the Village Board's consideration are six agreements granting perpetual easements for a public watermain and for public sidewalk purposes. These easements are associated with fire hydrants and related public infrastructure that were constructed on private property abutting East South Broadway and were necessitated by an existing gas main located within the East South Broadway right of way itself. The grants of easement are either eight feet or ten feet in width, depending on the amount of area needed to complete the improvements, and extend the entire length of the properties. Each property owner signed off on these easement agreements prior to construction starting on the project. With the infrastructure improvements being completed, staff is now bringing these agreements to the Village Board for approval.

ACTION REQUESTED

Staff recommends that the Village Board authorize the signature of the President and Village Clerk on the grants of easement for the properties at 757 Unit A, 811, 819, 831, 901-909 and 921-925 East South Broadway at their December 7, 2006 meeting.

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this _____ day of _____, 2006, by Mark S. Heckman owner of the property located at 757A East South Broadway (hereinafter "Grantor") to the VILLAGE OF LOMBARD, DuPage County, Illinois, a municipal corporation (hereinafter referred to as "Village").

WITNESSETH:

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Village of Lombard, DuPage County, Illinois, a municipal corporation, a perpetual easement for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a watermain and a public sidewalk, and all facilities incidental thereto, in, on, upon, over, through, across and under the strip of land legally described as follows:

The north eight (8) feet of the Lot 3

_____ in the Resubdivision of Lots 10 to 27 inclusive, of Robertson's Westmore, a Subdivision of that part of the west 1/2 of the southwest 1/4 of Section 9, Township 39 North, Range 11 East of the Third Principal Meridian, according to the plat of said Resubdivision recorded November 2, 1925 as Document 202421 in DuPage County, Illinois.

Parcel Identification Number 06-09-301 - 016; now known as 06-09-301-030; Common Address: 757 A East South Broadway; (hereinafter referred to as the "Easement Parcel").

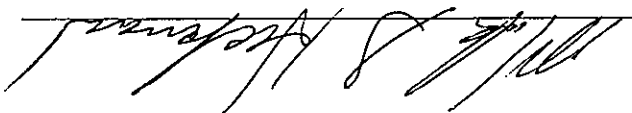
2. Grantor hereby agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, may at any and all time designated herein when necessary or convenient to do so, go in, on, upon, over and across the easement parcel, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant and the easements created hereby are made, and that the Grantor shall not disturb or in any manner interfere with the aforesaid easements, and all facilities and activities incidental thereto.

3. The Village, its agents, employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction within the Easement Parcel, and all subsequent maintenance, alterations and repairs thereunto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.
4. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating said easements, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the terms of this Grant of Easement are to be at the sole expense of the Village.
5. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assigns.

IN WITNESS WHEREOF, the Grantor, as aforesaid, has caused its name to be signed to these

presents by Mark S. Heckman and attested by _____

_____ the day and year first above written.

By: 

GRANTOR:

Attest:

ACCEPTED by the Village of Lombard this _____ day of _____, 2006.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk



Notary Public
Date

6/19/06

Given under my hand and Notarial Seal

of said Company for the uses and purposes therein set forth.

delivered the said instrument as their own free and voluntary act and as the free and voluntary act

respectively, appeared before me this day in person and acknowledge that they signed and

same persons whose names are subscribed to the foregoing instrument as such Grantor,

_____, Grantor/s, personally known to me to be the

CERTIFY, that the above-named MARK HECKMAN and

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY

STATE OF ILLINOIS)
)
(COUNTY OF DU PAGE)

STATE OF ILLINOIS)
) SS)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Brigitte O'Brien, personally known to me to be the Village Clerk of said municipal corporation, and 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 severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 200

Commission expires _____, 20

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this _____ day of _____, 2006, by Tadeusz & Ewa Zmarlicki owner of the property located at 811 East South Broadway (hereinafter "Grantor") to the VILLAGE OF LOMBARD, DuPage County, Illinois, a municipal corporation (hereinafter referred to as "Village").

WITNESSETH:

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Village of Lombard, DuPage County, Illinois, a municipal corporation, a perpetual easement for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a watermain and a public sidewalk, and all facilities incidental thereto, in, on, upon, over, through, across and under the strip of land legally described as follows:

WT
The north ten (10) feet of the Lot 10

_____ in the Resubdivision of Lots 10 to 27 inclusive, of Robertson's Westmore, a Subdivision of that part of the west 1/2 of the southwest 1/4 of Section 9, Township 39 North, Range 11 East of the Third Principal Meridian, according to the plat of said Resubdivision recorded November 2, 1925 as Document 202421 in DuPage County, Illinois.

Parcel Identification Number 06-09-302-005; new known as 06-09-302-039
Common Address: 811 East South Broadway;
(hereinafter referred to as the "Easement Parcel").

2. Grantor hereby agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, may at any and all time designated herein when necessary or convenient to do so, go in, on, upon, over and across the easement parcel, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant and the easements created hereby are made, and that the Grantor shall not disturb or in any manner interfere with the aforesaid easements, and all facilities and activities incidental thereto.

3. The Village, its agents, employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction within the Easement Parcel, and all subsequent maintenance, alterations and repairs thereunto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.
4. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating said easements, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the terms of this Grant of Easement are to be at the expense of the Village.
5. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assigns.

IN WITNESS WHEREOF, the Grantor, as aforesaid, has caused its name to be signed to these

presents by Tadusz & Ewa Zamalik and attested by

_____ the day and year first above written.

GRANTOR:

By: *Tadusz & Ewa Zamalik*

Attest: _____

Tadusz & Ewa Zamalik

STATE OF ILLINOIS)
)
(COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named _____ and

_____, Grantor/s, personally known to me to be the same person/s whose names are subscribed to the foregoing instrument as such Grantor, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

_____ Date

_____ Notary Public

STATE OF ILLINOIS)
) SS)
) COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Brigitte O'Brien, personally known to me to be the Village Clerk of said municipal corporation, and 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 severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2000.

Commission expires _____, 20_____.

ACCEPTED by the Village of Lombard this _____ day of _____, 2006.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this _____ day of _____, 2006, by ANDRZEJ PAKOROWICZ owner of the property located at 819 East St. Charles Road (hereinafter "Grantor") to the VILLAGE OF LOMBARD, DuPage County, Illinois, a municipal corporation (hereinafter referred to as "Village").

WITNESSETH:

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Village of Lombard, DuPage County, Illinois, a municipal corporation, a perpetual easement for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a watermain and a public sidewalk, and all facilities incidental thereto, in, on, upon, over, through, across and under the strip of land legally described as follows:

The north eight (8) feet of the LOT 12

_____ in the Resubdivision of Lots 10 to 27 inclusive, of

Robertson's Westmore, a Subdivision of that part of the west 1/2 of the southwest

1/4 of Section 9, Township 39 North, Range 11 East of the Third Principal

Meridian, according to the plat of said Resubdivision recorded November 2, 1925

as Document 202421 in DuPage County, Illinois.

Parcel Identification Number 06-09-302-007; ^{now known as} 06-09-302-042
Common Address: 819 East South Broadway;
(hereinafter referred to as the "Easement Parcel").

2. Grantor hereby agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, may at any and all time designated herein when necessary or convenient to do so, go in, on, upon, over and across the easement parcel, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant and the easements created hereby are made, and that the Grantor shall not disturb or in any manner interfere with the aforesaid easements, and all facilities and activities incidental thereto.

3. The Village, its agents, employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction within the Easement Parcel, and all subsequent maintenance, alterations and repairs thereunto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.
4. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating said easements, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the terms of this Grant of Easement are to be at the sole expense of the Village.
5. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assigns.

IN WITNESS WHEREOF, the Grantor, as aforesaid, has caused its name to be signed to these

presents by Andrzej Rakopowicz and attested by _____

_____ the day and year first above written.

GRANTOR:

By: Andrzej Rakopowicz

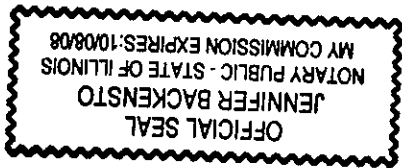
Attest:

ACCEPTED by the Village of Lombard this _____ day of _____, 2006.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk



J. Backensto
Notary Public

Given under my hand and Notarial Seal
MAY 8, 2006
Date

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named ANDREJ FRANKOWICZ and _____ Grantor/s, personally known to me to be the same person/s whose names are subscribed to the foregoing instrument as such Grantor, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

STATE OF ILLINOIS)
(300-76-5836)
COUNTY OF DU PAGE)

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Brigitte O'Brien, personally known to me to be the Village Clerk of said municipal corporation, and 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 severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2000.

Commission expires _____, 20_____.

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this _____ day of _____, 2006, by Dana D. Keedy owner of the property located at 831 East South Broadway (hereinafter "Grantor") to the VILLAGE OF LOMBARD, DuPage County, Illinois, a municipal corporation (hereinafter referred to as "Village").

W I T N E S S E T H:

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Village of Lombard, DuPage County, Illinois, a municipal corporation, a perpetual easement for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a watermain and a public sidewalk, and all facilities incidental thereto, in, on, upon, over, through, across and under the strip of land legally described as follows:

The north eight (8) feet of the east 10.00 feet of Lot 14 and the west 40.00 feet of Lot 15

_____ in the Resubdivision of Lots 10 to 27 inclusive, of Robertson's Westmore, a Subdivision of that part of the west 1/2 of the southwest 1/4 of Section 9, Township 39 North, Range 11 East of the Third Principal Meridian, according to the plat of said Resubdivision recorded November 2, 1925

as Document 202421 in DuPage County, Illinois.

Parcel Identification Number 06-09-302-010; now known as 06-09-302-046
Common Address: 831 East South Broadway;
(hereinafter referred to as the "Easement Parcel").

2. Grantor hereby agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, may at any and all time designated herein when necessary or convenient to do so, go in, on, upon, over and across the easement parcel, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant and the easements created hereby are made, and that the Grantor shall not disturb or in any manner interfere with the aforesaid easements, and all facilities and activities incidental thereto.

3. The Village, its agents, employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction within the Easement Parcel, and all subsequent maintenance, alterations and repairs thereunto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.
4. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating said easements, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the terms of this Grant of Easement are to be at the sole expense of the Village.
5. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assignees.

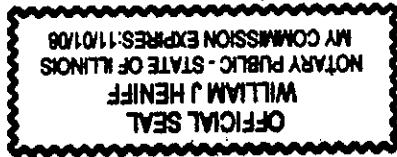
IN WITNESS WHEREOF, the Grantor, as aforesaid, has caused its name to be signed to these

presents by John D. Reedy and attested by _____

_____ the day and year first above written.

GRANTOR: By: John D. Reedy

Attest:



Notary Public

William J Heniff

Date

June 5, 2006

Given under my hand and Notarial Seal

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named Donna D. Needy and _____ Grantor/s, personally known to me to be the same person/s whose names are subscribed to the foregoing instrument as such Grantor, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

STATE OF ILLINOIS)
)
(COUNTY OF DU PAGE)

ACCEPTED by the Village of Lombard this _____ day of _____, 2006.

William J. Mueller
Village President

ATTEST:

Bridite O'Brien
Village Clerk

STATE OF ILLINOIS)
) SS)
) COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Brigitte O'Brien, personally known to me to be the Village Clerk of said municipal corporation, and 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 severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 200_____.

Commission expires _____, 20_____.

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this _____ day of _____, 2006, by Fritz & Emily Tsch owner of the property located at _____ East South Broadway (hereinafter "Grantor") to the VILLAGE OF LOMBARD, DuPage County, Illinois, a municipal corporation (hereinafter referred to as "Village").

W I T N E S S E T H:

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Village of Lombard, DuPage County, Illinois, a municipal corporation, a perpetual easement for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a watermain and a public sidewalk, and all facilities incidental thereto, in, on, upon, over, through, across and under the strip of land legally described as follows:

The north eight (8) feet of the east 10.00 feet of Lot 16, Lot 17,

Lot 18, Lot 19 and the east 10.00 feet of the vacated

School Street right-of-way in the Resubdivision of Lots 10 to 27 inclusive, of

Robertson's Westmore, a Subdivision of that part of the west 1/2 of the southwest

1/4 of Section 9, Township 39 North, Range 11 East of the Third Principal

Meridian, according to the plat of said Resubdivision recorded November 2, 1925

as Document 202421 in DuPage County, Illinois.

Parcel Identification Number 06-09-302 - ⁰¹³ - ⁰¹⁴;

⁰¹²

Common Address: ^{401 Ave B} ⁴⁰⁵ East South Broadway; (hereinafter referred to as the "Easement Parcel").

3 new known 95 06-09-302-048, 049, 050

2. Grantor hereby agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, may at any and all time designated herein when necessary or convenient to do so, go in, on, upon, over and across the easement parcel, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant and the easements created hereby are made, and that the Grantor shall not disturb or in any manner interfere with the aforesaid easements, and all facilities and activities incidental thereto.

3. The Village, its agents, employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction within the Easement Parcel, and all subsequent maintenance, alterations and repairs thereunto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.
4. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating said easements, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the terms of this Grant of Easement are to be at the sole expense of the Village.
5. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assigns.

IN WITNESS WHEREOF, the Grantor, as aforesaid, has caused its name to be signed to these

presents by Fritz & Emily Tersch and attested by _____

_____ the day and year first above written.

Emily Tersch

By: _____

Fritz Tersch

Attest: _____

GRANTOR:

X
X

ACCEPTED by the Village of Lombard this _____ day of _____, 2006.

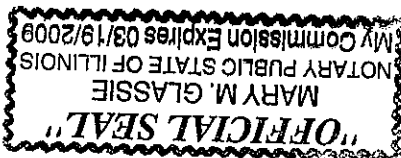
William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

STATE OF ILLINOIS)
)
(COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named Emily Tsch and Fritz Tsch, Grantor/s, personally known to me to be the same person/s whose names are subscribed to the foregoing instrument as such Grantor, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal
June 05, 2006 Date
Mary M. Glassie Notary Public


STATE OF ILLINOIS)
) SS)
) COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Brigitte O'Brien, personally known to me to be the Village Clerk of said municipal corporation, and 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 severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 200_____.

Commission expires _____, 20_____.

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this _____ day of _____, 2006, by Mrs. G. A. Freness! M. Heck owner of the property located at 921 1/2 East St. Charles Road (hereinafter "Grantor") to the VILLAGE OF LOMBARD, DuPage County, Illinois, a municipal corporation (hereinafter referred to as "Village").

W I T N E S S E T H:

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Village of Lombard, DuPage County, Illinois, a municipal corporation, a perpetual easement for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a watermain and a public sidewalk, and all facilities incidental thereto, in, on, upon, over, through, across and under the strip of land and legally described as follows:

The north eight (8) feet of the lots 21 & 22

_____ in the Resubdivision of Lots 10 to 27 inclusive, of

Robertson's Westmore, a Subdivision of that part of the west 1/2 of the southwest

1/4 of Section 9, Township 39 North, Range 11 East of the Third Principal

Meridian, according to the plat of said Resubdivision recorded November 2, 1925

as Document 202421 in DuPage County, Illinois.

Parcel Identification Number 06-09-303-014 & 015 & 012

9012 now known as 06-09-303-017 & 021

Common Address: 905 East South Broadway,
(hereinafter referred to as the "Easement Parcel").

2. Grantor hereby agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, may at any and all time designated herein when necessary or convenient to do so, go in, on, upon, over and across the easement parcel, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant and the easements created hereby are made, and that the Grantor shall not disturb or in any manner interfere with the aforesaid easements, and all facilities and activities incidental thereto.

3. The Village, its agents, employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction within the Easement Parcel, and all subsequent maintenance, alterations and repairs thereto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating.
4. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating said easements, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the terms of this Grant of Easement are to be at the sole expense of the Village.
5. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assignees.

IN WITNESS WHEREOF, the Grantor, as aforesaid, has caused its name to be signed to these presents by James G. A. Frances! M. Holic and attested by

_____ the day and year first above written.

GRANTOR:

By: James G. A. Frances! M. Holic

Attest:

ACCEPTED by the Village of Lombard this _____ day of _____, 2006.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named _____ and

_____, Grantor/s, personally known to me to be the

same persons whose names are subscribed to the foregoing instrument as such Grantor, respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

_____ Date

_____ Notary Public

STATE OF ILLINOIS)
) SS)
) COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Brigitte O'Brien, personally known to me to be the Village Clerk of said municipal corporation, and 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 severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

200_____ day of _____, 200_____

Commission expires _____, 20_____.
