

**RESOLUTION
R 103-08**

**A RESOLUTION AUTHORIZING SIGNATURE
OF PRESIDENT AND CLERK ON A TEMPORARY
CONSTRUCTION EASEMENT FOR THE PROPERTY LOCATED AT
1 E. ST. CHARLES ROAD, LOMBARD, IL**

WHEREAS, the Corporate Authorities of the Village of Lombard has received a Temporary Construction Easement from MAJR, Inc., an Illinois corporation, for the purpose of the Village constructing a decorative privacy wall on the property at 1 E. St. Charles Road, Lombard, IL (P.I.N. 06-01-108-010) as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve this Temporary Construction Easement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

Section 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Temporary Construction Easement as attached hereto.

Section 2: That the Village Clerk be and hereby is authorized to attest said Temporary Construction Easement as attached hereto.

Adopted this 15th day of May, 2008.

Ayes: Trustees Gron, Tross, O'Brien, Moreau, Fitzpatrick and Soderstrom

Nays: None

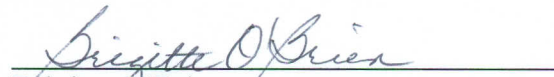
Absent: None

Approved this 15th day of May, 2008.



William J. Mueller
Village President

Attest:



Brigitte O'Brien
Village Clerk

TEMPORARY CONSTRUCTION EASEMENT

WHEREAS, the Village of Lombard (hereinafter the "VILLAGE") has agreed to construct an eight (8)-foot tall decorative privacy wall (hereinafter the "Wall") along the southern boundary of the property commonly known as 1 East St. Charles Road (P.I.N. 06-01-108-010) (hereinafter the "Subject Property"); and

WHEREAS, the owner of the Subject Property (hereinafter the "Owner") desires that the VILLAGE construct said Wall and thereafter convey title to said wall to the Owner; and

WHEREAS, the VILLAGE needs a temporary easement over the South ten (10) feet of the Subject Property for the purpose of constructing the Wall; and

WHEREAS, the VILLAGE has agreed to construct the Wall at no cost to the Owner; and

WHEREAS, the Village has agreed to restore the Subject Property to its pre-construction condition after the construction of the Wall.

NOW, THEREFORE, MAJR, Inc., as Owner of the Subject Property, hereby grants a temporary easement to the VILLAGE to facilitate construction of the Wall on the Subject Property, with title to said Wall, upon completion thereof, to be transferred to MAJR, Inc., by the VILLAGE, pursuant to a Bill of Sale, and MAJR, Inc. being thereafter solely responsible for the maintenance and repair of said wall, as owner thereof. (This temporary easement shall expire one (1) year from the latest date set forth below, or upon completion of the Wall and transfer of title thereto to the Owner, MAJR, Inc. pursuant to a Bill of Sale, whichever occurs first.)

VILLAGE OF LOMBARD


ATTEST:

By: 
Village President


Village Clerk

DATED: 5/15/08

OWNER:

By:  _____

MICHAEL SCARDINO
Print Name

PRESIDENT
Title

ATTEST:

Signature

Print Name

Title

DATED: _____

