

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) | | |
| X | Other Business (Pink) | | |

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager

DATE: December 15, 2009 (COW) (B of T) Date: January 07, 2009

TITLE: Westmore-Meyers Rd/Roosevelt Rd Sidewalk Project
Grant of Public Sidewalk Easement from property at 1165 S. Westmore-Meyers Road

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DAE*

BACKGROUND/POLICY IMPLICATIONS:

A grant of a public sidewalk easement to construct, reconstruct, repair, inspect, maintain and operate a sidewalk on the property at 1165 S. Westmore-Meyers Road.

FISCAL IMPACT/FUNDING SOURCE:

None.

Review (as necessary):

| | | |
|--------------------|-------|------------|
| Village Attorney X | _____ | Date _____ |
| Finance Director X | _____ | Date _____ |
| Village Manager X | _____ | Date _____ |

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.



InterOffice Memo

To: David A. Hulseberg, Village Manager
 Through: Carl Goldsmith, Director of Public Works *CG*
 From: David A. Dratnol, P.E., Village Engineer *DD*
 Date: December 15, 2009
 Subject: Westmore-Meyers Rd/Roosevelt Road Sidewalk Project –
 Grant of Public Sidewalk Easement – 1165 S. Westmore-
 Meyers Road

Attached is a grant of public sidewalk easement to the Village of Lombard from Trinity Lutheran Church, owner of the property at 1165 S. Westmore-Meyers Road. As part of the Community Development Block Grant (CDBG) for the installation of Public sidewalk along the north side of Roosevelt Road from Westmore-Meyers Road east to the existing sidewalk at Luther Avenue, and along Westmore-Meyers Road from Roosevelt Road north to Kufrin Way, it was determined that it is necessary to install the sidewalk in an easement due to limited room in the Public right of way.

There is already a portion of existing sidewalk on the church's property from their entrance on Westmore-Meyers Road south to the corner of Roosevelt. The new sidewalk will extend from the church entrance north to Morris Avenue on the church property. The existing walk is currently a private sidewalk and will become part of the Public sidewalk within the new permanent easement. In addition, the Roosevelt Road parkway borders a cemetery and is too narrow to fit the sidewalk. It will be necessary to install a block retaining wall and a seven foot wide sidewalk at the back of curb. The block retaining wall and part of the sidewalk will be in the easement on the church property.

Once it was determined that an easement was necessary, the Design Engineer prepared an exhibit of the easement and sidewalk. Staff contacted the Church to determine their concurrence with the location of the sidewalk. The Church was in favor of the location. As a requirement of the Community Development Block Grant, the Village had an appraisal done of the easement area, sent the Church a registered letter informing them of the value of the easement and requesting execution of the easement document. Trinity Lutheran Church has executed the Grant of Public Easement Document and returned it to the Village to be accepted and recorded.

The Public Sidewalk Easement grants the Village a permanent and exclusive easement to construct, reconstruct, repair, inspect, maintain and operate a Public sidewalk on the property.

The Public Works Department and the Village Attorney have reviewed the document and recommend acceptance of the easement and request this item be placed on the Board of Trustees January 07, 2010 agenda. If the Village Board accepts the easement, the document will be sent to the DuPage County Records office to be officially recorded.

GRANT OF PUBLIC SIDEWALK EASEMENT

THIS GRANT OF PUBLIC SIDEWALK EASEMENT (hereinafter the "Grant of Easement") made this 19 day of November, 2009, by Trinity Lutheran Church (hereinafter "Grantor") to the VILLAGE OF LOMBARD, DuPage County, Illinois, a municipal corporation (hereinafter the "Village").

WITNESSETH:

For and in consideration of One and No/100 Dollars (\$1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, the conditions herein contained in paragraphs 3 and 4 hereof and the benefits to be derived from this Grant of Easement:

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Village a perpetual easement and right-of way 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 public sidewalk, and all facilities incidental thereto, in, on, upon, over, through, across and under a strip of land as described in Exhibit "A" attached hereto made part hereof, (Common Address: 1165 S. Westmore-Meyers Road, Lombard, Illinois)(hereinafter 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 times 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 of Easement and the easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid public sidewalk easement, and all facilities and activities incidental thereto.

The Grantor reserves the right to make any use of the Easement Parcel, whether on, above or below its surface for any lawful purpose except that any structure or use shall not interfere in any manner with the easement and uses by the Village hereby granted and authorized.

7. The Village, its agents and employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction or removal of said public sidewalk, and all facilities incidental thereto, 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 public sidewalk, and all facilities incidental thereto, 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 that 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 Grantor and the Villages, their respective heirs, executors, successors, grantees, lessees and assignees.
6. The Village agrees to indemnify, defend and hold Grantor harmless from any and all claims (including mechanic's liens), lawsuits or judgments directly pertaining to any or all of the following:
 - a. This Grant of Easement, including the use of the public sidewalk by the public;
 - b. Any work performed or other action taken by the Village in regard to the public sidewalk or pertaining to it; or
 - c. The Village's failure or refusal to perform any work or take other action in regard to the public sidewalk or pertaining to it.
7. Notwithstanding paragraph 6 above, the Village shall not be required to indemnify, defend or hold Grantor harmless in relation to any claims, lawsuits or judgments arising from acts or omissions of Grantor or Grantor's officers, agents or employees.

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

presents by Wayne Harwood, its Chairman, and

attested by Mark D. Smith, its Secretary, the day and year first above written.

GRANTOR:

By: Wayne Hooper

Its: Chairman

Attest: Maria P. Sub
I V K

Its: Secretary

Prepared by and Return to:

Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

STATE OF ILLINOIS }

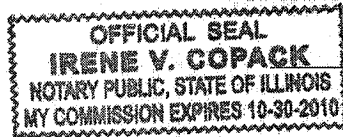
COUNTY OF DUPAGE }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY, that the above-named Wayne Hooper Chairman and
Maria P. Sub, Secretary of the Grantor, personally known to me to be the same
persons whose names are subscribed to the foregoing instrument as such Chairman and Secretary
of the Grantor and Attester, 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 Grantor for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

November 19, 2009

Date



Irene V. Copack
Notary Public

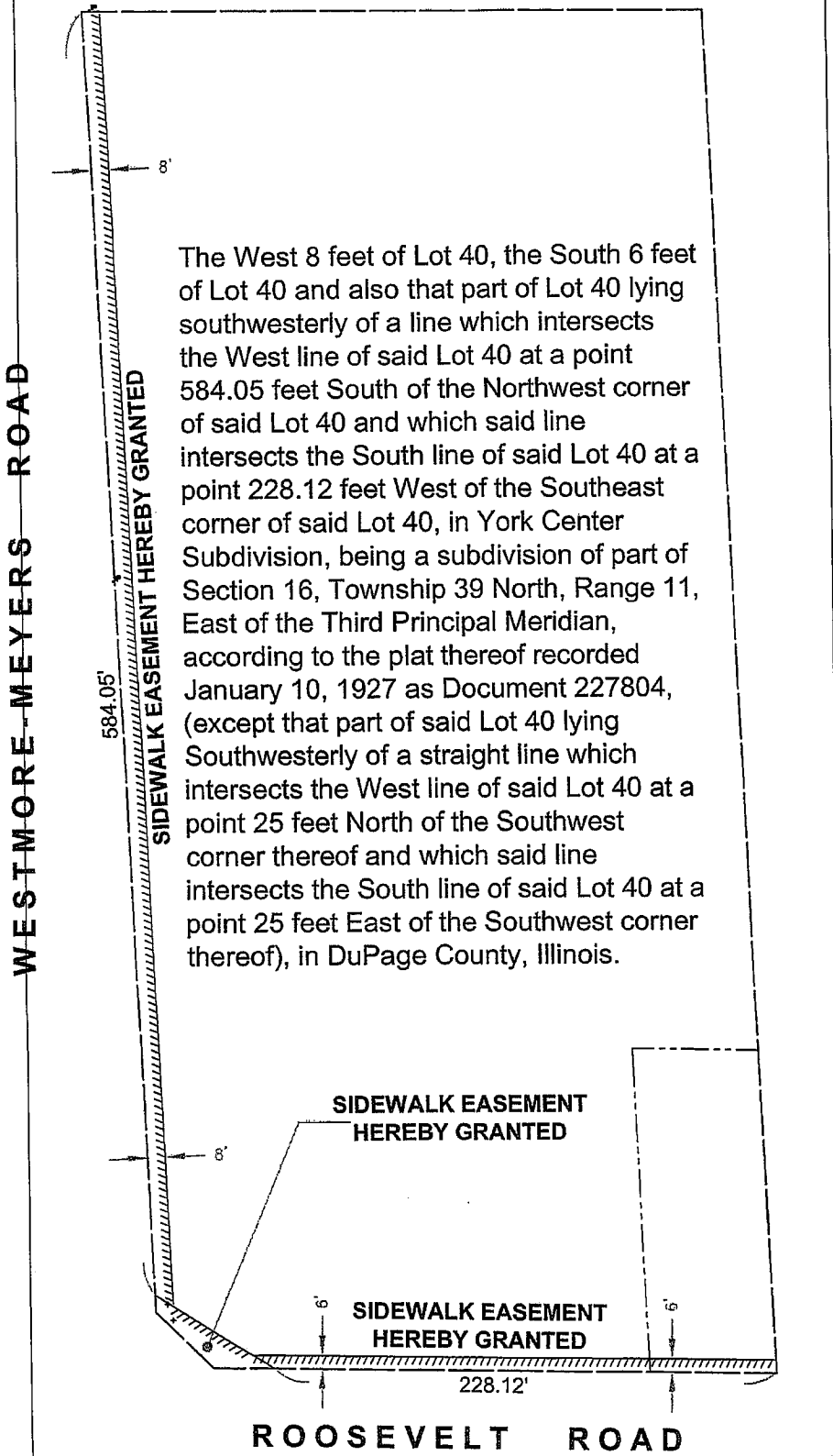
EXHIBIT A

PIN: 06-16-316-001

06-16-316-002

06-16-316-003

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