

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

 X Resolution or Ordinance (Blue) _____ Waiver of First Requested

_____ Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager

DATE: August 21, 2013 (COW) (B of T) **Date:** September 5, 2013

TITLE: Finley Road Pavement Rehabilitation – Phase 2
Acquisition of a Permanent Sidewalk Easement

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

BACKGROUND/POLICY IMPLICATIONS:

Public Works - Engineering requests the acquisition of a permanent sidewalk easement at the northeast corner of the Finley Road and Maple Street intersection. The easement is necessary to properly install ADA sidewalk ramps and to accommodate the turning movement of larger vehicles making northbound turns from westbound Maple Street on to northbound Finley 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: August 21, 2013
Subject: Finley Road Pavement Rehabilitation – Phase 2
Permanent Easement

The design engineer (Civiltech Engineering of Itasca) for the project recommended that the Village acquire a permanent easement at the northeast corner of the Maple Street and Finley Road intersection. The reason for the easement is twofold: 1) to properly install ADA ramps at the northeast corner of the intersection and 2) to accommodate traffic (specifically trucks and busses) making northbound turns from westbound Maple Street on to northbound Finley Road.

Public Works Engineering and Baxter and Woodman (Resident Engineer for the project) staff contacted the resident to explain the request for easement. The resident was amenable and agreed to grant the sidewalk easement. The signed Grant of Sidewalk Easement (as prepared by the Village Attorney) is attached.

The consideration the resident will receive for granting the easement is the removal of a tree and split rail fence located within the proposed easement.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on September 5, 2013. If approved, please return the original document to Public Works – Engineering so it may be recorded at the DuPage County Recorder's office.

RESOLUTION
R_____

A RESOLUTION AUTHORIZING AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received a proposed Agreement between the Village of Lombard and Nell Ann White regarding the granting of a permanent grant of easement for a sidewalk project as attached hereto, marked Exhibit "A" and made part hereof (the "Agreement"); and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village of Lombard to approve said Agreement;

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 Agreement attached hereto as Exhibit "A" is hereby approved.

SECTION 2: That the Village President and the Village Clerk be and hereby are authorized and directed to execute the Agreement attached hereto as Exhibit "A", as well as any and all other documents necessary to carry out the provisions of said Agreement.

Adopted this 5th day of September, 2013, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this 5th day of September, 2013.

Keith Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk

GRANT OF EASEMENT FOR SIDEWALK

THIS GRANT OF EASEMENT is made this 24 day of June, 2013, by NELL ANN WHITE (hereinafter referred to as the "Grantor") to the VILLAGE OF LOMBARD, an Illinois municipal corporation (hereinafter referred to as the "Grantee").

WITNESSETH:

For and in consideration of the removal of the split rail fence and tree located in the area described in paragraph 1 below, and restoration of the remaining portion of said area, not covered by a sidewalk, with turf, and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, the conditions herein contained in paragraphs 4, 5 and 6 hereof, and the benefits to be derived from this Grant of Easement:

1. Grantor hereby grants, releases, conveys, assigns and quit claims to the Grantee 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 sidewalk, and all facilities incidental thereto, in, on, upon, over, through, across and under the following-described property:

THE SOUTH 7 FEET OF THE WEST 7 FEET OF LOT 15 IN OWNERS WEST MAPLE STREET ADDITION TO LOMBARD, A SUBDIVISION IN THE NORTH HALF OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 11, 1923 AS DOCUMENT 161974, IN DUPAGE COUNTY, ILLINOIS;

P.I.N.: Pt. 06-07-110-001;

Common Address: 446 West Maple Street, Lombard, Illinois 60148;

as depicted on Exhibit A attached hereto and made part hereof.

2. Grantor hereby agrees to and with the Grantee that the officers, agents, employees, successors, grantees, lessees and assigns of the Grantee may, at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the above-described premises, 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 sidewalk, and all facilities and activities incidental thereto.

3. The Grantor reserves the right to make any use of the above-described land, 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 Grantee hereby granted and authorized.

4. The Grantee, its officers, agents, employees, successors, grantees, lessees and assigns shall, as soon as practicable after clearing, trenching for, construction, installation or removal of said sidewalk, and all facilities and activities incidental thereto, and after all subsequent maintenance, reconstruction, replacement, inspection, operation, 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.

5. 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/or operating said sidewalk, and all facilities and activities incidental thereto, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement are to be at the sole expense of the Grantee.

6. The Grantee shall indemnify, defend and hold harmless the Grantor, with respect to any claim or loss, including but not limited to reasonable attorney's fees, costs and expenses of litigation, claims, judgments, losses, costs and damages in connection with any and all claims for damages of any kind which may arise out of the acts or omissions of the Grantee, or its officers, agents, employees or contractors, and relating to the Grantee's use of the easement area set forth in Section 1. above.

7. 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 Grantor and Grantee, and their respective heirs, executors, successors, grantees, lessees and assigns.

IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents the day and year first above written.

Grantor: NELL ANN WHITE

By: *Nell Ann White*
Nell Ann White

Accepted by the Village of Lombard,
DuPage County, Illinois,
this *27th* day of *July*, 2013.

By: _____
Keith Giagnorio, Village President

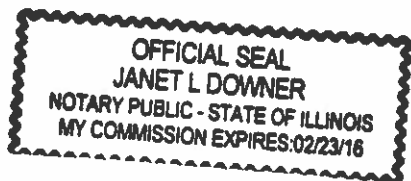
ATTEST:
Sharon Kuderna
Sharon Kuderna, Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named NELL ANN WHITE, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act.

GIVEN under my hand and Notary Seal, this 24th day of July, 2013.

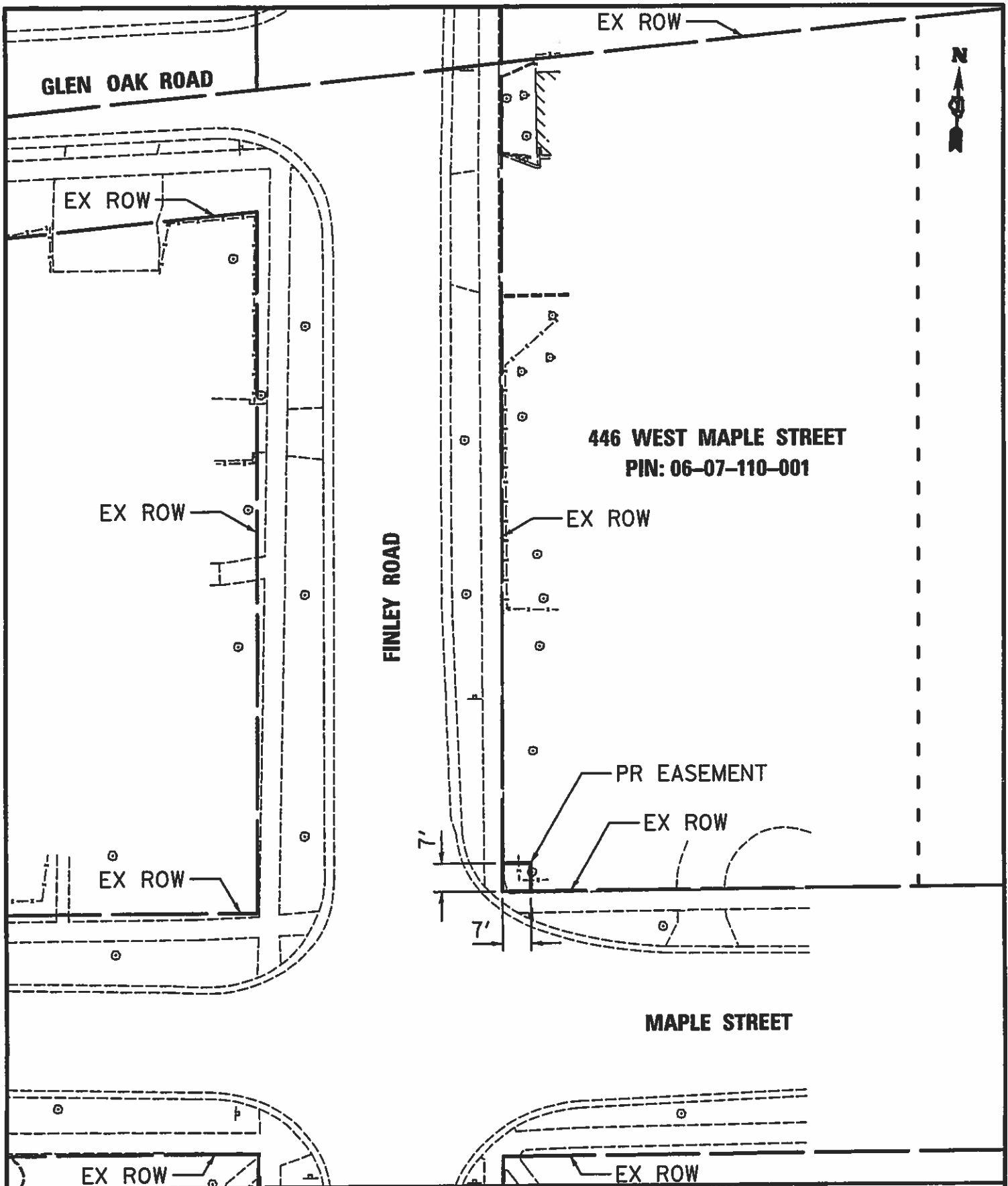


Janet L. Downer

Notary Public

Exhibit A

Map of Easement



446 WEST MAPLE STREET
PIN: 06-07-110-001

CIVILTECH
 DESIGNED - MJP
 CHECKED - DNM
 SCALE: 1" = 30'
 DATE - 04/22/13

446 WEST MAPLE STREET
PIN: 06-07-110-001

VILLAGE OF LOMBARD
COUNTY OF DUPAGE
EXHIBIT A