

RESOLUTION
R 98-03

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and Royal Glen Condominiums. regarding the Storm Sewer Inspection and Cleaning Agreement 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 such 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 Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 6th day of February, 2003.

Ayes; Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

Nays: None


Absent: None

Approved this 6th day of February, 2003.



William J. Mueller
Village President

ATTEST:



Suzan L. Kramer
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney

STORM SEWER INSPECTION AND CLEANING AGREEMENT

THIS AGREEMENT entered into this 15 day of January, 2003, by and between the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "VILLAGE") and Royal Glen Condominium Association (hereinafter referred to as the "OWNER").

WITNESSETH

WHEREAS, OWNER is the record owner of the property commonly known as the Royal Glen Condominiums located on the North side of Roosevelt Road, approximately one thousand one hundred sixty (1160) feet West of Finley Road, and legally described as follows:

Lot 2 in Royal Glen Condominiums, a Subdivision of part of the Southwest 1/4 of Section 18, Township 39 North, Range 11, East of the Third Principal Meridian, DuPage County, Illinois;

P.I.N.'s: 06-18-306-001 through -196;

(hereinafter referred to as the "SUBJECT PROPERTY"); and

WHEREAS, the VILLAGE maintains a system of storm sewers to facilitate storm water management within the VILLAGE'S corporate boundaries; and

WHEREAS, there is a storm water management system located on the SUBJECT PROPERTY, consisting of a system of storm sewers on those portions of the SUBJECT PROPERTY that are not covered by buildings (hereinafter referred to as the "PRIVATE STORM SEWER SYSTEM"); and

WHEREAS, the PRIVATE STORM SEWER SYSTEM conveys storm water from the SUBJECT PROPERTY in a Westerly direction, such that said storm water flows from the PRIVATE STORM SEWER SYSTEM into a detention pond to the West; and

WHEREAS, as a result of prior agreements, storm water from the VILLAGE'S storm sewer in Finley Road flows through the private storm water management system on the property to the East of the SUBJECT PROPERTY, then through the PRIVATE STORM SEWER SYSTEM and into the aforementioned detention pond; and

WHEREAS, in order to prevent back-ups in the VILLAGE'S storm water management system, it is necessary that the PRIVATE STORM SEWER SYSTEM be at all times maintained in a proper operating condition, free of all obstructions; and

WHEREAS, the VILLAGE desires to obtain the right to enter the SUBJECT PROPERTY from time to time, and to inspect, televise and clean the PRIVATE STORM SEWER SYSTEM so as to make sure that said PRIVATE STORM SEWER SYSTEM remains in a proper operating condition, free of all obstruction; and

WHEREAS, OWNER has no objection to the VILLAGE being granted the aforementioned rights, subject to certain terms and conditions, as more fully set forth below; and

WHEREAS, it is in the best interests of the parties hereto to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The recitals set forth above are hereby incorporated herein by reference as if fully set forth herein.

2. The OWNER hereby reserves and grants to the VILLAGE an easement over that portion of the SUBJECT PROPERTY not covered by a building for the sole purpose of entering upon the SUBJECT PROPERTY to inspect, televise and clean the PRIVATE STORM SEWER SYSTEM, at the VILLAGE'S sole cost and expense. Said easement shall be perpetual and shall run with the land and shall be binding upon the OWNER and its successors, heirs, executors and assigns. Pursuant to said easement, the VILLAGE shall, upon ten (10) days prior written notice to the OWNER, have the right, but not the duty, to perform, or have performed on its behalf, any inspection, televising and/or cleaning of the PRIVATE STORM SEWER SYSTEM, including the right to remove obstructions. In the event of an emergency situation, as determined by the VILLAGE, the ten (10) days prior written notice requirement set forth above shall not apply, and the Village shall have the right, but not the duty, to proceed without notice to the OWNER.

3. Upon completion of any inspection, televising or cleaning of the PRIVATE STORM SEWER SYSTEM, the VILLAGE shall, at its sole cost and expense, restore the SUBJECT PROPERTY to the condition it was in prior to the VILLAGE'S entry and shall provide the OWNER, within ten (10) days after the completion, with a written explanation of what action was taken by the VILLAGE and the results thereof.

4. The VILLAGE shall indemnify, defend and hold harmless the OWNER, and its

officers, employees and agents, with respect to any claim or loss, including but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the VILLAGE, or its officers, agents, employees or contractors, in furtherance of this Agreement. The VILLAGE further agrees to require any contractor hired by the VILLAGE to perform work in furtherance of this Agreement to include the OWNER and its officer, agents and employees as additional insured on any insurance policies required of the contractor by the VILLAGE.

5. Notice or other writing which either party is required to, or may wish to, serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the VILLAGE:

Director of Public Works
Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148

B. If to the OWNER:

PAMELA J. MERKER
BOARD PRESIDENT
1198 ROYAL GLEN #306
GLEN ELLYN, IL 60137

or to such other address, or additional parties, as either party may from time to time designate in a written notice to the other party.

6. This Agreement shall be recorded with the DuPage County Recorder of Deeds at the VILLAGE'S expense.

7. This Agreement contains the entire understanding between the parties and supersedes any prior understanding or written or oral agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

8. This Agreement shall be deemed dated and become effective on the date the last of the parties execute this Agreement as set forth below.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk, and the OWNER, pursuant to the authority duly granted by the adoption of a [Motion/ Resolution] by its Board of Directors, has caused this instrument to be signed by its president and attested by its Secretary.

VILLAGE OF LOMBARD


Village President

ATTEST:



Village Clerk

DATED: February 6, 2003

ROYAL GLEN CONDOMINIUM ASSOCIATION

BY: 
President

ATTEST:


Secretary

DATED: 1-7-03

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

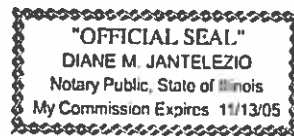
SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named William J. Mueller and Suzan L. Kramer, personally known to me to be the Village President and Village Clerk of the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the said instrument, pursuant to authority given by said Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth, and that said Village Clerk as custodian of the corporate seal of said Village caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village, for the uses an purposes therein set forth.

GIVEN under my hand and Notary Seal, this 6th day of February, 2003.

Diane M. Jantelezio
Notary Public

My Commission Expires: 11-13-05



STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named PAMELA J. MERKER and THOMAS W. STEPNEWSKI personally known to me to be the President and Secretary of Royal Glen Condominium Association and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument, pursuant to authority given by said Company, as their free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth, and that said Secretary as custodian of the corporate seal of said Company caused said seal to be affixed to said instrument as said Secretary's 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 Notary Seal, this 15 day of January, 2003.



Notary Public

My Commission Expires: _____

