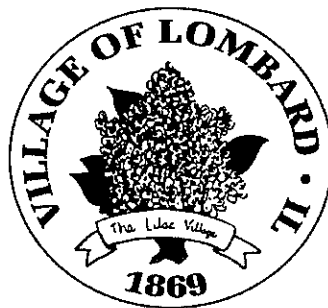


ORDINANCE 7005

PAMPHLET

TEMPORARY CONSTRUCTION EASEMENT, 1 E. ST. CHARLES ROAD



PUBLISHED IN PAMPHLET FORM THIS 17TH DAY OF OCTOBER, 2014, BY
ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.

Sharon Kuderna

Sharon Kuderna
Village Clerk

ORDINANCE NO. 7005

AN ORDINANCE AUTHORIZING SIGNATURE OF PRESIDENT AND CLERK ON A TEMPORARY CONSTRUCTION EASEMENT AND BILL OF SALE FOR THE PROPERTY LOCATED AT 1 E. ST. CHARLES ROAD, LOMBARD, IL; AUTHORIZING THE REPAIR OF THE WALL AND THE INSTALLATION OF A GUARDRAIL THEREON; AND DECLARING SAID WALL AND GUARDRAIL AS SURPLUS PROPERTY

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 repairing the decorative privacy wall (the "Wall") and installation of a guardrail (the "Guardrail") on the property at I E. St. Charles Road, Lombard, IL (P.IN. 06-01-108-010), attached hereto as Exhibit "A" and made part hereof; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve said Temporary Construction Easement, and authorize the transfer of title to the Wall and Guardrail to MAJR, Inc.;

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

Section 1: That said Temporary Construction Easement is hereby accepted.

Section 2: That the Village President and Village Clerk be and hereby are authorized to sign on behalf of the Village of Lombard said Temporary Construction Easement as attached hereto, and to execute a Bill of Sale to transfer title to said Wall and Guardrail to MAJR, Inc., as contemplated in said Temporary Construction Easement.

Section 3: That the Wall and Guardrail are hereby declared surplus property, and shall be conveyed to MAJR, Inc. pursuant to the Temporary Construction Easement attached hereto.

Passed on first reading this ___ day of _____, 2014.

First reading waived by action of the Board of Trustees this 16th day of October, 2014.

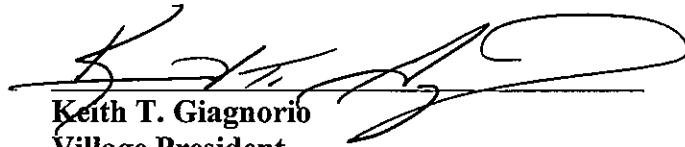
Passed on second reading this 16th day of October, 2014.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Breen, Fitzpatrick and Ware

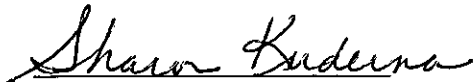
Nays: None

Absent: None

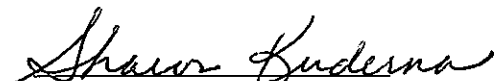
Approved this 16th day of October, 2014.


Keith T. Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk

Published by me in pamphlet form on this 17th day of October, 2014.


Sharon Kuderna
Village Clerk

TEMPORARY CONSTRUCTION EASEMENT

WHEREAS, the Village of Lombard (hereinafter the "VILLAGE") has agreed to repair the damaged portion of the eight (8) foot tall decorative privacy wall (hereinafter the "Wall") and install a guardrail (hereinafter the "Guardrail") on or 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, MAJR, Inc., the owner of the Subject Property (hereinafter the "OWNER") desires that the VILLAGE repair said Wall, and construct the Guardrail, and thereafter convey title to said Wall and Guardrail to the OWNER pursuant to a Bill of Sale with the OWNER being thereafter responsible for any further maintenance or repair relative to the Wall and the Guardrail; and


WHEREAS, the VILLAGE needs a temporary easement over the South ten (10) feet of the Subject Property (the "Easement Area") for the purpose of repairing the Wall and installing the Guardrail; and

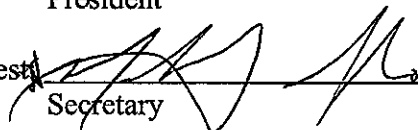
WHEREAS, the VILLAGE has agreed to repair the Wall and install the Guardrail, at no cost to the OWNER, but subject to the OWNER being required to reimburse the VILLAGE for the cost of the repair to the Wall, to the extent that the OWNER receives any insurance proceeds relative to the damage to the Wall that is being repaired by the VILLAGE (hereinafter the "Insurance Proceeds"); and

WHEREAS, the VILLAGE has agreed to restore the Easement Area to its pre-Wall repair and pre-Guardrail installation condition, after the repair of the Wall and the installation of the Guardrail;

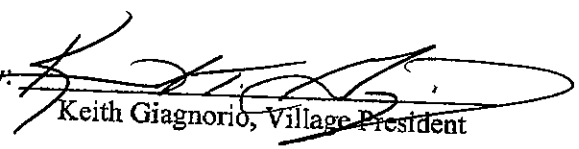
NOW, THEREFORE, MAJR, Inc., as OWNER of the Subject Property, hereby grants a temporary easement to the VILLAGE, over the Easement Area, to facilitate repair of the Wall and installation of the Guardrail on the Subject Property, and agrees to transfer the Insurance Proceeds to the VILLAGE upon receipt of same. This Temporary Construction Easement shall expire one (1) year from the date set forth below, however, the OWNER's obligation to transfer the Insurance Proceeds to the VILLAGE, upon receipt of same, shall survive the termination of this Temporary Construction Easement.


MAJR, Inc.

By  _____
President

Attest  _____
Secretary

Accepted by the VILLAGE this 16th day of October, 2014.

By: 
Keith Giagnorio, Village President

Attest: 
Sharon Kuderna, Village Clerk