

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 *DAH*

DATE: May 9, 2011 (B of T) Date: May 19, 2011

TITLE: 1 E. St. Charles Road

SUBMITTED BY: Department of Community Development *WKA*

BACKGROUND/POLICY IMPLICATIONS:

Please find attached a resolution authorizing signature of Village President and Clerk on a Temporary Construction Easement for the purpose of repairing a decorative privacy wall located on the property at 1 E. St. Charles Road.

Staff recommends approval of this request.

Please place this item on the May 19, 2011 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____ Date _____

Finance Director X _____ Date _____

Village Manager X *David A. Hulseberg* _____ Date 5/11/11

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.

10



MEMORANDUM

TO: David A. Hulseberg, Village Manager

FROM: William Heniff, AICP
Director of Community Development *WH*

DATE: May 19, 2011

SUBJECT: 1 E. St. Charles Road Temporary Construction Easement

BACKGROUND

In May, 2008, the Village Board approved a temporary construction easement to allow the Village to construct an eight-foot high decorative wall on the property at 1 E. St. Charles Road. This wall, which mimics the design of the seat walls found throughout the downtown, provides screening along the railroad embankment immediately west of the Dunkin Donuts tenant space and gives a much more attractive appearance to this highly prominent location. Construction of the wall was completed in the Fall of 2008. As noted in the easement agreement (attached), upon completion of the wall, the Village transferred ownership of the wall to the property owner of 1 E St. Charles, MAJR, Inc.

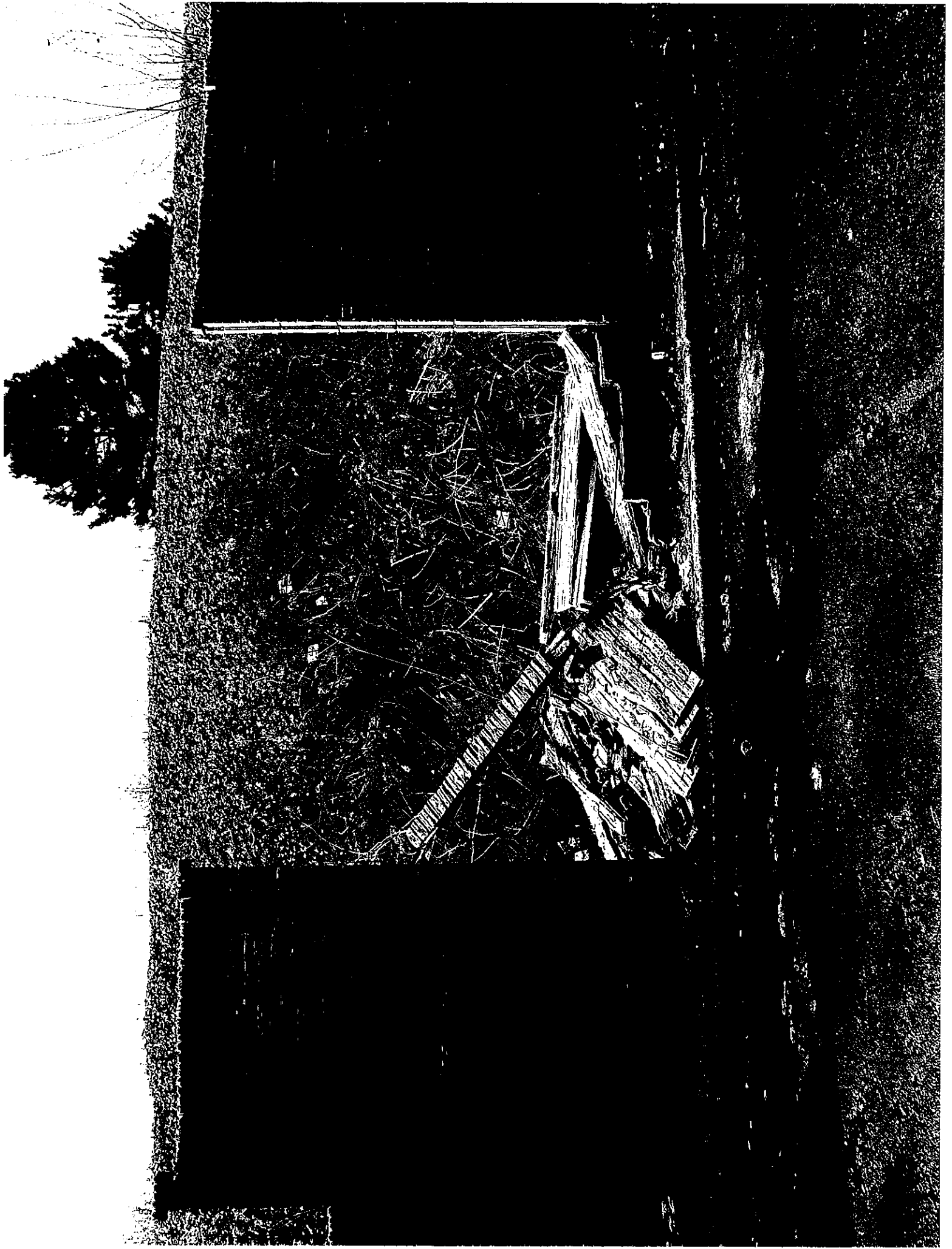
On January 29, 2011, a vehicle that was parking in the Dunkin Donut's parking lot struck a section of the wall and damaged an entire panel. Attached as Exhibit A is the police report filed by the property owner. Staff has communicated with the property owner who has indicated that they are talking with the driver's insurance company for reimbursement of the damages. Subsequent to the accident, another panel was also partially damaged and is in now disrepair. This additional damage is unrelated to the accident outlined in the police report.

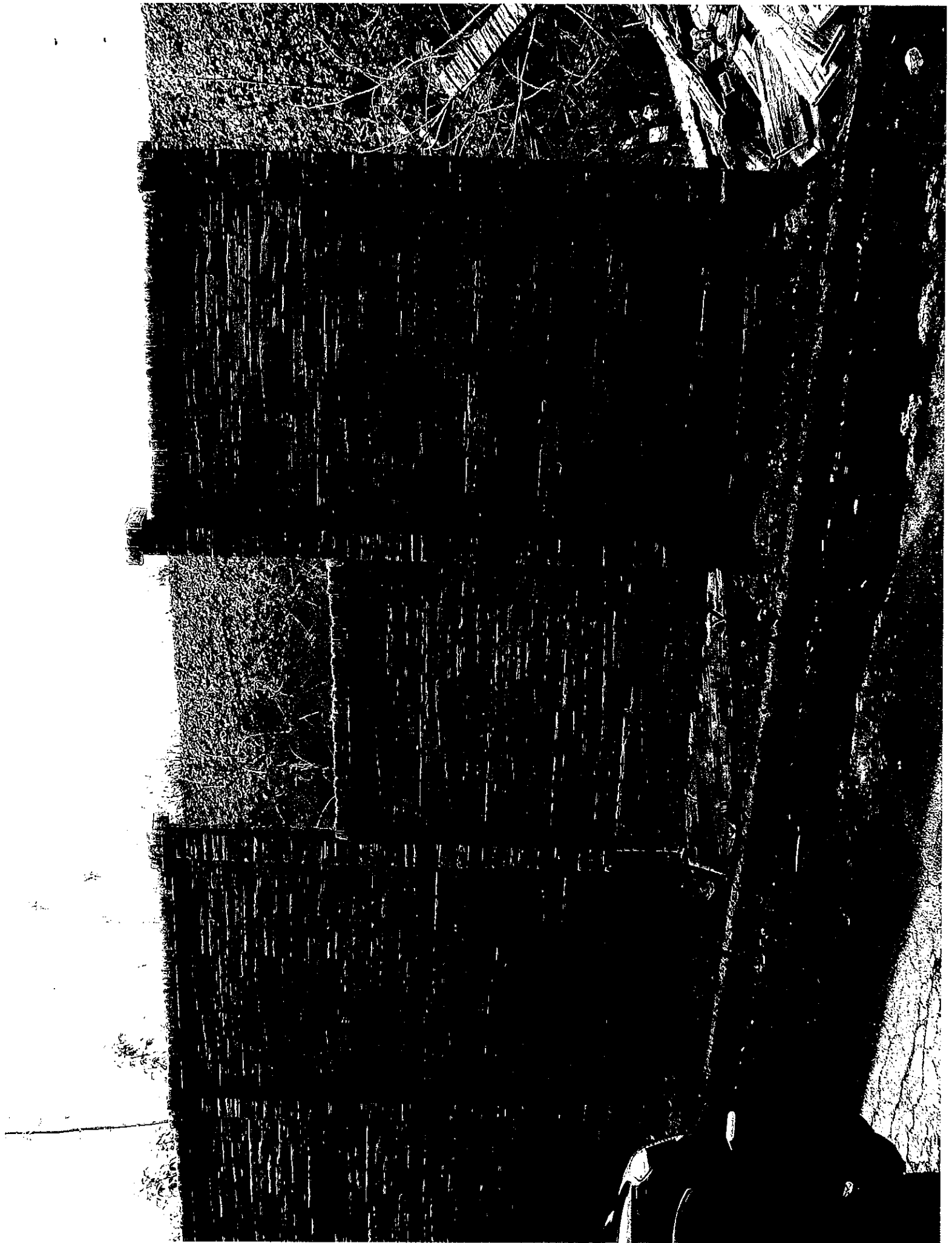
ACTION REQUESTED

In order to facilitate the repair to both damaged panels, staff is requesting that the Village Board authorize the Village President and Village Clerk to sign the attached temporary construction easement. Staff has received bids to repair the wall and the total cost for the repairs is \$18,852, which can be paid for by using TIF dollars. Staff will also be installing bollards along the north side of the wall to protect against future damages from vehicles parking in the adjacent spaces. The Village Attorney has reviewed the attached document and has added language stating that the property owner shall transfer any insurance proceeds relative to the damage to the wall to the Village.

RECOMMENDATION

Staff recommends that the Village Board authorize the Village President and Village Clerk to sign the attached agreement.





ILLINOIS TRAFFIC CRASH REPORT

LOMB-791-20110129-195831



DRAC 1 PEDV 1 TRFD 1 WEAT 1 DRVA 1 DRVA 1 TRFC 1 PEDV 1 VIS 1 VEHD 1 VEHD 1 COLL 1 MANV 1 PPA 1 PPA 1 PPL 1 PPL 1

INVESTIGATING AGENCY
Lombard Police Dept

HIGHWAY or STREET NAME
ST CHARLES RD

DATE OF INTERSECTION OR ROAD FEATURE
02/21/1994

NAME
PECYNA, MAGDALENA NMI

STREET ADDRESS
130 W WASHINGTON BLVD

CITY
LOMBARD

STATE
IL

ZIP
60148

DRIVER LICENSE NO.
P250-5409-4652

EMSAGENCY
PECYNA, KRZYSZTOF NMI

OWNER ADDRESS (STREET, CITY, STATE, ZIP)
130 W WASHINGTON BLVD, LOMBARD, IL, 60148

MAKE
Nissan

MODEL
Rogue

YEAR
1998

PLATE NO.
9617280

STATE
IL

VEHICLE OWNER (LAST, FIRST, MI)
PECYNA, KRZYSZTOF NMI

INSURANCE CO.
Allstate Fire And Casualty Ins. Co.

DATE OF CRASH
01/29/2011

TYPE OF CRASH
A No Injury/Drive Away

INTERSECTION
Lombard Dupage

DAMAGED AREAS
10 - UNDER CARRIAGE

YEAR
2011

PLATE NO.
9617280

STATE
IL

VEHICLE OWNER (LAST, FIRST, MI)
PECYNA, KRZYSZTOF NMI

INSURANCE CO.
Allstate Fire And Casualty Ins. Co.

OWNER ADDRESS (STREET, CITY, STATE, ZIP)
130 W WASHINGTON BLVD, LOMBARD, IL, 60148

MAKE
Nissan

MODEL
Rogue

YEAR
1998

PLATE NO.
9617280

STATE
IL

VEHICLE OWNER (LAST, FIRST, MI)
PECYNA, KRZYSZTOF NMI

INSURANCE CO.
Allstate Fire And Casualty Ins. Co.

AGENCY CRASH REPORT NO.
11-003438

TIME OF CRASH
05:51

NUMBER MOTOR VEHICLES INVOLVED
1

LARS CODE
154

DAMAGED AREAS
10 - UNDER CARRIAGE

YEAR
2011

PLATE NO.
9617280

STATE
IL

VEHICLE OWNER (LAST, FIRST, MI)
PECYNA, KRZYSZTOF NMI

INSURANCE CO.
Allstate Fire And Casualty Ins. Co.

OWNER ADDRESS (STREET, CITY, STATE, ZIP)
130 W WASHINGTON BLVD, LOMBARD, IL, 60148

MAKE
Nissan

MODEL
Rogue

YEAR
1998

PLATE NO.
9617280

STATE
IL

VEHICLE OWNER (LAST, FIRST, MI)
PECYNA, KRZYSZTOF NMI

INSURANCE CO.
Allstate Fire And Casualty Ins. Co.

TRFW
VEHT 15

VEHT
U1

VEHT
U1

LANES
3

ALGN
2

RSUR
3

VEHU
U1

VEHU
U1

RDEF
1

BAC
U1

BAC
U1

OCCS
2

OCCS
U1

OCCS
U1

DIRP
5

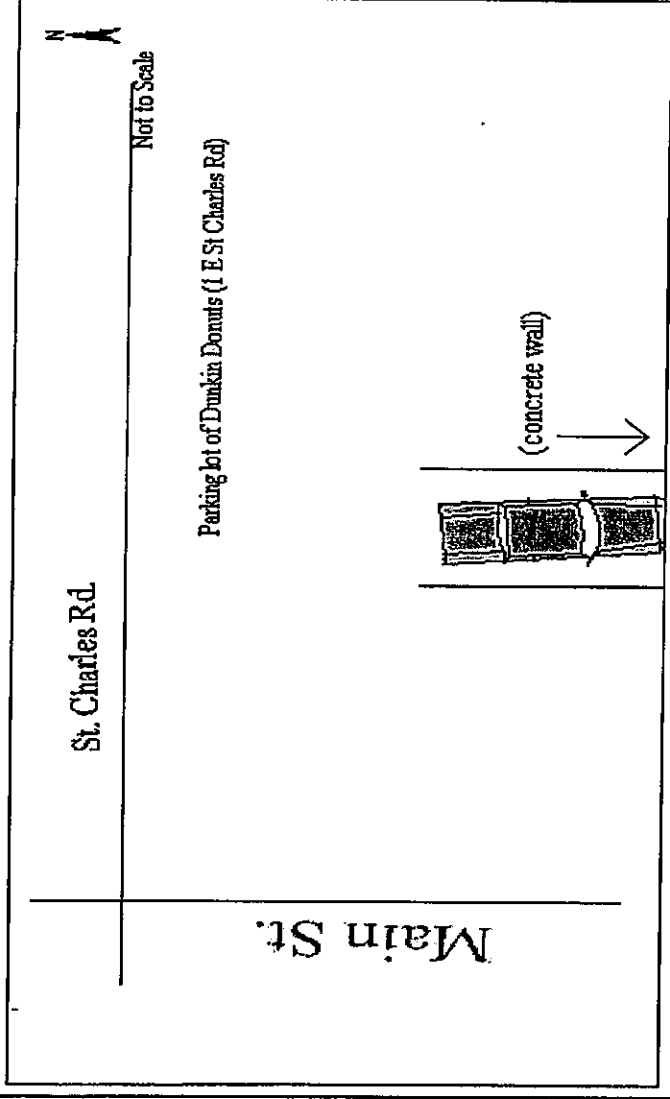
DIRP
U1

DIRP
U1



LOMB-791-20110129-195831

DIAGRAM



NARRATIVE (Refer to vehicle by Unit No.)

Unit 1 related the following to me in summary: She was parking in a space at Dunkin' Donuts (her mother was in the front passenger seat). She went to park in the space a little further when her front bumper hit the concrete barrier wall that was in front of her, causing that section of wall to crumble.

I observed Unit 1's vehicle to have the following damage: a hole (about the size of a 50 cent coin) in the front hood and multiple scratches along the front bumper. I observed tire tracks just slightly over the curb in front of the wall.

I contacted the landlord of the property and related the situation and damage. He advised he would be out the following morning.

Pictures of the wall attached with this report.

LOCAL USE ONLY Driver: 1

U1 Color: Silver

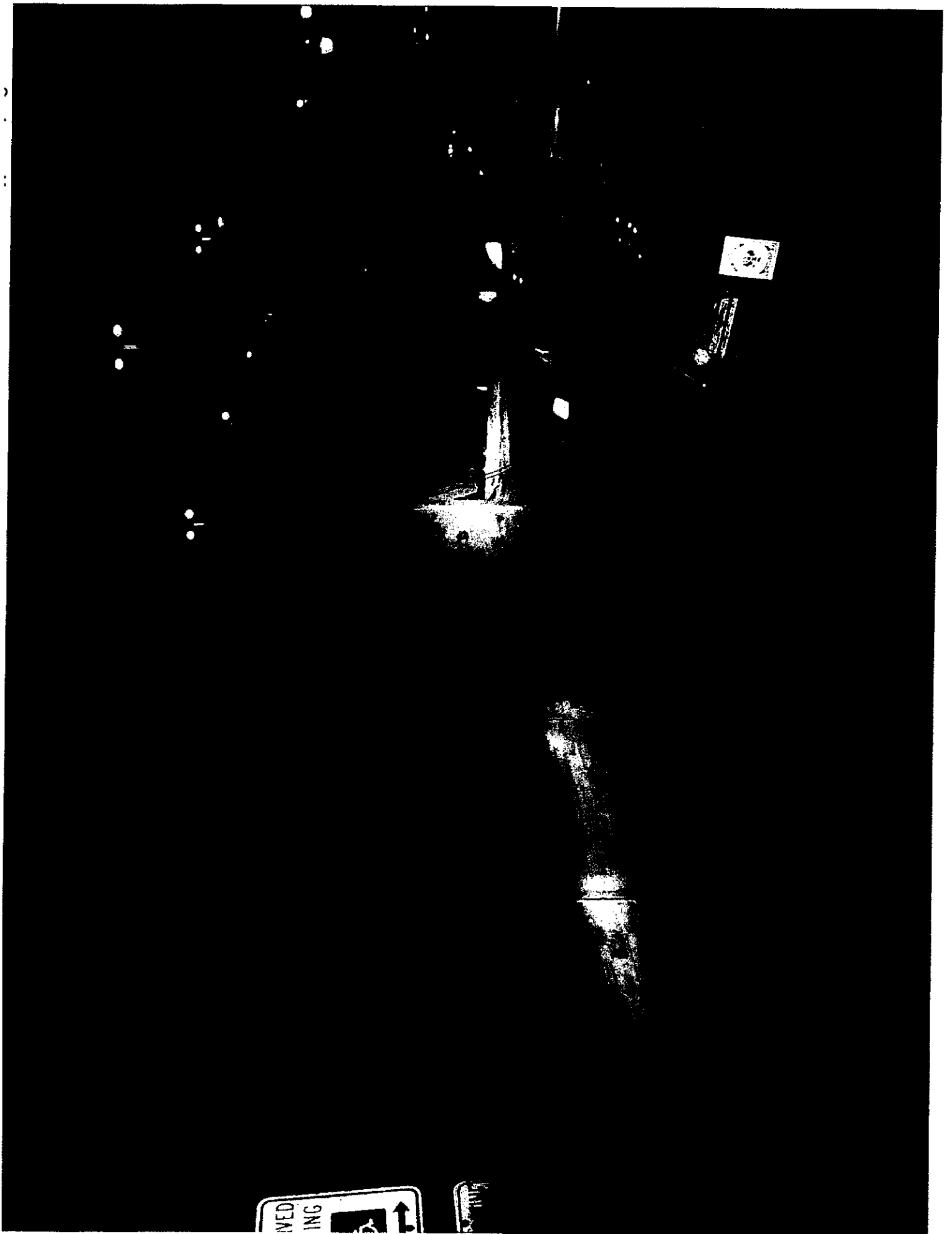
U1 Towed By / To: /

COMMERCIAL VEHICLE		Unit 1	
CARRIER NAME	ADDRESS	SOURCE SIDE OF TRUCK PAPERS DRIVER LOG BOOK	
CITY	STATE ZIP	GVWR	
ID Number: USDOT	OR State No. State Name	ICCMC	
HAZARDOUS MATERIALS IF YES: 4 DIGITS 1 DIGIT Name	PLACARDED?	None	
HAZARDOUS CARGO RELEASED FROM TRUCK?	VIOLATION OF HAZMAT REGS. CONTRIBUTE TO CRASH?	N	
VIOLATION OF MCS REGS CONTRIBUTE TO CRASH?	INSPECTION FROM COMPLETED?	FORM NO.	
HAZMAT OUT OF SERVICE?	MCS OUT OF SERVICE?		
IDOT PERMIT#	WideLoad		
TRAILER WIDTH(S) TRAILER 1	TRAILER LENGTH(S) TRAILER 1	Vehicle Length Total - Ft	
TRAILER 2	TRAILER 2	No Of Axles	
Vehicle Configuration	Cargo Body Type	LoadType	
COMMERCIAL VEHICLE			
CARRIER NAME	ADDRESS	SOURCE SIDE OF TRUCK PAPERS DRIVER LOG BOOK	
CITY	STATE ZIP	GVWR	
ID Number: USDOT	OR State No. State Name	ICCMC	
HAZARDOUS MATERIALS IF YES: 4 DIGITS 1 DIGIT Name	PLACARDED?	None	
HAZARDOUS CARGO RELEASED FROM TRUCK?	VIOLATION OF HAZMAT REGS. CONTRIBUTE TO CRASH?		
VIOLATION OF MCS REGS CONTRIBUTE TO CRASH?	INSPECTION FROM COMPLETED?	FORM NO.	
HAZMAT OUT OF SERVICE?	MCS OUT OF SERVICE?		
IDOT PERMIT#	WideLoad		
TRAILER WIDTH(S) TRAILER 1	TRAILER LENGTH(S) TRAILER 1	Vehicle Length Total - Ft	
TRAILER 2	TRAILER 2	No Of Axles	
Vehicle Configuration	Cargo Body Type	LoadType	

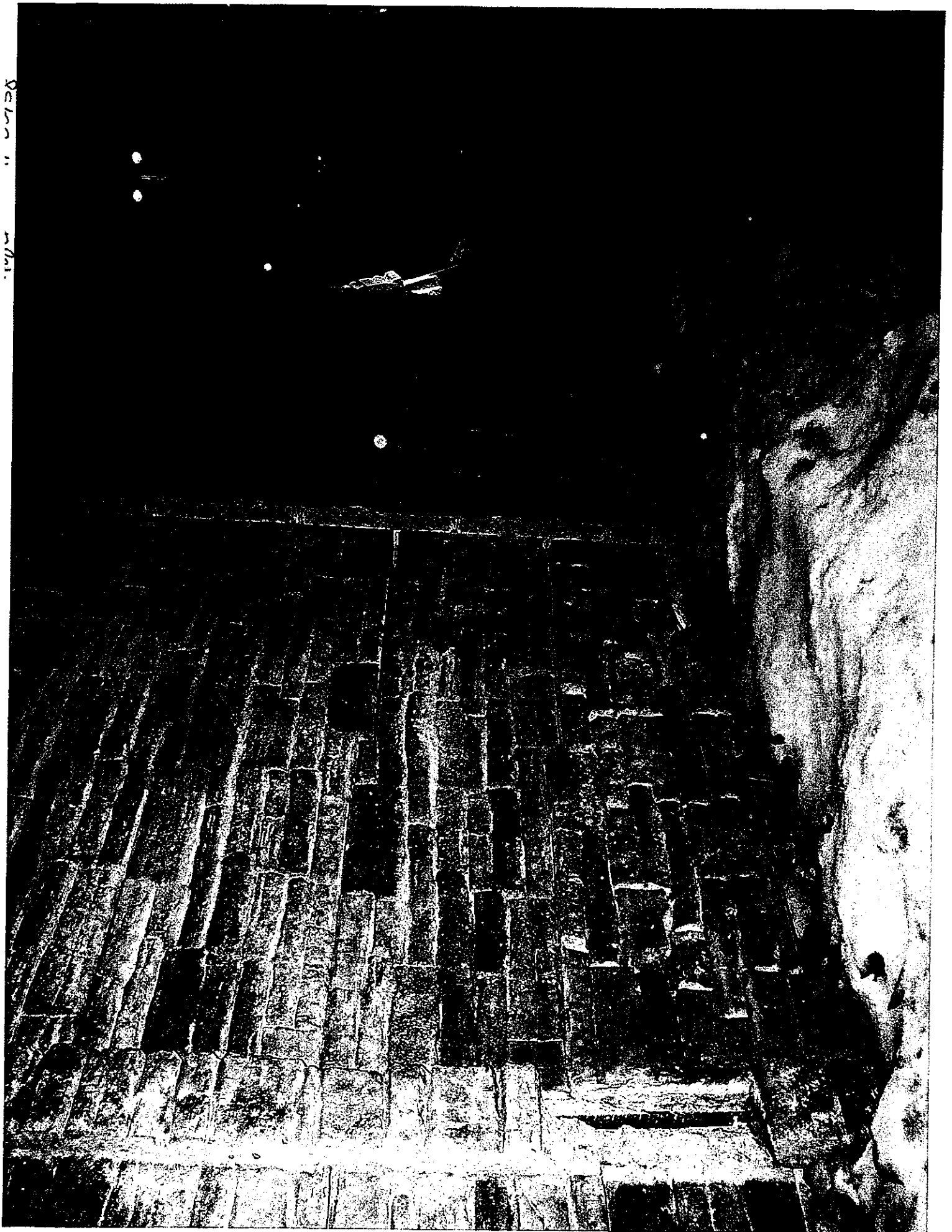


HEINZ



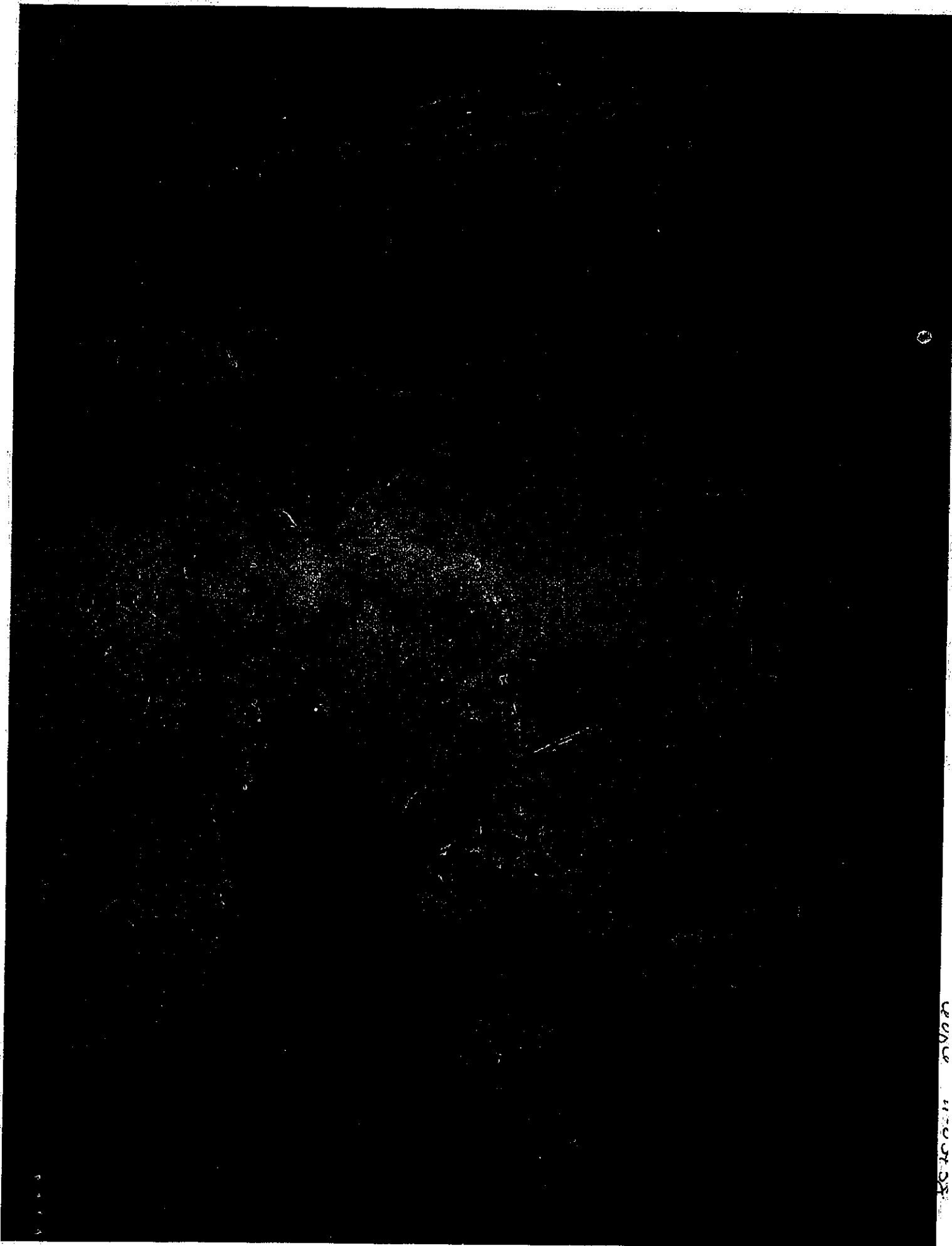


DELTA " 1/11/1.



2014 11 20 15:30





2000 11 20 08

PROPOSAL AND ACCEPTANCE

PEERLESS FENCE
 a division of Peerless Enterprises, Inc.
 33 W 401 Roosevelt Road * West Chicago, IL 60185
 (830) 584-7710 * FAX (830) 584-7746

ATTN: Keith Surges

PROPOSAL SUBMITTED TO Village Of Lombard / Public Works		PHONE 620-5988	DATE 3-28-11
STREET 225 E. Wilson Av		FAX 873-4603	JOB PHONE cell 244-3572
CITY, STATE AND ZIP CODE Lombard IL 60148-3931		JOB NAME	
ARCHITECT	DATE OF PLANS	JOB LOCATION Fencestone Repair, Damaged fence	

We hereby submit specifications and estimates for:

Remove and replace the following on the 8' high fencestone fence to include:

- 1-5"x5" slotted post
- 16-1' high x 5' panels (stack to be 8' high)
- 1- Line post cap
- 2- top caps
- 12" x 42" concrete footings

Staining/Painting of fence by others

Haul existing footing and damaged materials

Price is figured for the crew to have truck and skidsteer access to area
 Parking spaces blocked by others

Repair Price \$5,680.00

The above pricing is based on current market cost. Peerless Fence reserves the right to adjust pricing based on market conditions at the time material is ordered and delivered to site

Excludes: Taxes, Bonds, Permits, Licenses and Fees

Includes our standard insurance

We Propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

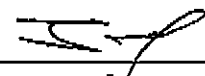
Payment to be made as follows: _____ dollars (\$ _____)

Net Due Upon Completion / With Approved Credit Check

ALL PERMITS MUST BE OBTAINED BY OWNER

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, on a regular time basis according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____



PEERLESS FENCE

Tim Ford

Note: This proposal may be withdrawn by us if not accepted within 30 days

Customer hereby assumes full responsibility for the location of the line upon which said fence materials are to be installed and locate any and all private cables to include sprinkler systems, electric, septic fields, gas lines, grills, lighting, etc. Peerless Fence to call J.U.L.L.E. 3949

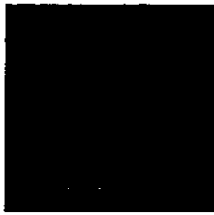
I, THE UNDERSIGNED, HEREBY AGREE THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTIONS INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS. ALL PAST DUE ACCOUNTS WILL BE CHARGED AT THE RATE OF 1.5% ON UNPAID MONTHLY BALANCE.

Acceptance of Proposal The above prices, specifications

and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____



Designing Concrete, Inc.

Julie Thompson
 Owner
 Phone (815)337-6310
 Cell (815)790-2484
 Fax (815)337-6312
 11022 Ayrshire Ct.
 Woodstock IL 60098

Email: Surgesk@villageoflombard.org

Designed For: Keith J. Surges
 Village of Lombard
 255 E. Wilson Ave
 Lombard, IL 60148

Job Site Address:

Date:	4-6-11	Phone:	630-620-5988	Fax:	630-873-4603	Cell:		Pager:	
Builder:		Phone:		Terms		Installation Date			

Area to be Stained	Square Feet	Colors	Price
Concrete Wall: Clean concrete, stain individual	40	3-5	\$1,760
Stones 3-5 different colors. Seal with acrylic sealer x 2 coats.			

This quote is for paying employees prevailing wages

Quotation valid for 30 days.

Total Price	\$1,760
Deposit Due	\$890
Balance on Completion	\$890

Deposit

Date Received _____ Check # _____

Collection of deposit is required to guarantee installation date. All deposits are non refundable.

The builder/client must protect the concrete surface from paint, drywall debris and adhesives. If Designing Concrete must remove the debris from the concrete the client will be billed \$30 per hour per applicator.

Limited Warranty:

We, Designing Concrete, warranty our work for one full year from installation date against any failure due to faulty workmanship. We hereby guarantee that should the application described herein fail to perform due to defective materials, we will replace the necessary amount of epoxy and acid stain to re-cover the surface, charging only for time but not materials. This warranty does not cover labor costs for replacement. This is valid only after the job is completed and or paid in full. There are no warranties which extend beyond this description on the face hereof. All implied warranties, including warranties of merchantability and fitness, are excluded. To the extent that any implied warranty may not be excluded as a matter of law, any such implied warranty, including merchantability and fitness, is limited to the duration of this warranty. This warranty does not include any liability for incidental or consequential damages.

Designing Concrete, Inc. Signature: _____

To accept this quotation, please sign here: _____

PROPOSAL AND ACCEPTANCE

PEERLESS FENCE
 a division of Peerless Enterprises, Inc.
 33 W 401 Roosevelt Road * West Chicago, IL 60185
 (630) 584-7710 * FAX (630) 584-7746

ATTN: Keith Surges

PROPOSAL SUBMITTED TO <u>Village Of Lombard / Public Works</u>		PHONE <u>620-5988</u>	DATE <u>3-28-11</u>
STREET <u>225 E. Wilson Av</u>		FAX <u>873-4603</u>	JOB PHONE <u>cell 244-3572</u>
CITY, STATE AND ZIP CODE <u>Lombard IL 60148-3931</u>		JOB NAME	
ARCHITECT	DATE OF PLANS	JOB LOCATION <u>Fencestone Repair, Damaged fence</u>	

We hereby submit specifications and estimates for:

Remove and replace the following on the 8' high fencestone fence to include:

- 2-5"x5" slotted post
- 21-1' high x 5' panels (stack to be 8' high)
- 2- Line post cap
- 4- top caps
- 12" x 42" concrete footings

Staining/Painting of fence by others

Haul existing footing and damaged materials

Price is figured for the crew to have truck and skidsteer access to area
 Parking spaces blocked by others

Repair Price \$7,892.00

The above pricing is based on current market cost. Peerless Fence reserves the right to adjust pricing based on market conditions at the time material is ordered and delivered to site

Excludes: Taxes, Bonds, Permits, Licenses and Fees

Includes our standard insurance

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of _____ dollars (\$_____).

Payment to be made as follows:

Net Due Upon Completion / With Approved Credit Check

ALL PERMITS MUST BE OBTAINED BY OWNER

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, on a regular time basis according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____



PEERLESS FENCE

Tim Ford

Note: This proposal may be withdrawn by us if not accepted within 30 days

Customer hereby assumes full responsibility for the location of the line upon which said fence materials are to be installed and locate any and all private cables to include sprinkler systems, electric, septic fields, gas lines, grills, lighting, etc. Peerless Fence to call J.U.L.I.E.

I, THE UNDERSIGNED, HEREBY AGREE THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTIONS INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS. ALL PAST DUE ACCOUNTS WILL BE CHARGED AT THE RATE OF 1.5% ON UNPAID MONTHLY BALANCE.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____



Designing Concrete, Inc.

Julie Thompson
Owner
Phone (815)337-6310
Cell (815)790-2484
Fax (815)337-6312
11022 Ayrshire Ct.
Woodstock IL 60098

Designed For: Keith J. Surges
Village of Lombard
255 E. Wilson Ave
Lombard, IL 60148

Email: Surgesk@villageoflombard.org
Job Site Address:

Date:	4-6-11	Phone:	630-620-5988	Fax:	630-873-4603	Cell:		Pager:	
Builder:		Phone:		Terms		Installation Date			

Area to be Stained	Square Feet	Colors	Price
Concrete Wall: Clean concrete, stain individual	80	3-5	\$3,520
Stones 3-5 different colors. Seal with acrylic sealer x 2 coats.	2 sections		

This quote is for paying employees prevailing wages

Quotation valid for 30 days.

Total Price	\$3,520
Deposit Due	\$1,760
Balance on Completion	\$1,760

Deposit

Date Received _____ Check # _____

Collection of deposit is required to guarantee installation date. All deposits are non refundable.

The builder/client must protect the concrete surface from paint, drywall debris and adhesives. If Designing Concrete must remove the debris from the concrete the client will be billed \$30 per hour per applicator.

Limited Warranty:

We, Designing Concrete, warranty our work for one full year from installation date against any failure due to faulty workmanship. We hereby guarantee that should the application described herein fail to perform due to defective materials, we will replace the necessary amount of epoxy and acid stain to re-cover the surface, charging only for time but not materials. This warranty does not cover labor costs for replacement. This is valid only after the job is completed and or paid in full. There are no warranties which extend beyond this description on the face hereof. All implied warranties, including warranties of merchantability and fitness, are excluded. To the extent that any implied warranty may not be excluded as a matter of law, any such implied warranty, including merchantability and fitness, is limited to the duration of this warranty. This warranty does not include any liability for incidental or consequential damages.

Designing Concrete, Inc. Signature: _____

To accept this quotation, please sign here: _____

COPY

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

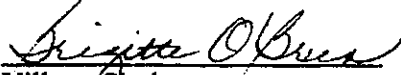
WHEREAS, the Village has agreed to restore the Subject Property to its pre-construction condition after the construction of the Wall.

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

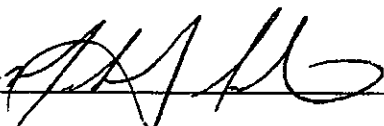
ATTEST:

By: 
Village President


Village Clerk

DATED: 5/10/08

OWNER:

By: 

Michael Scardino
Print Name

President
Title

ATTEST:

Signature

Print Name

Title

DATED: _____

RESOLUTION NO. _____

**A RESOLUTION APPROVING 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 repairing 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 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 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 Temporary Construction Easement attached hereto as Exhibit "A" is hereby approved, and the Village President and Village Clerk are hereby authorized and directed to sign same on behalf of the Village of Lombard.

Section 2: That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

Adopted this ____ day of _____, 2011, pursuant to a roll call vote as follows.

Ayes: _____

Nays: _____

Absent: _____

Approved by me this _____ day of _____ 2011.

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 repair the damaged portion of the eight (8)-foot tall decorative privacy wall (hereinafter the "Wall") and install several bollards (hereinafter the "Bollards") 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 and the Wall (hereinafter the "Owner") desires that the VILLAGE repair said Wall and construct Bollards; and

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

WHEREAS, the VILLAGE has agreed to repair the Wall and install Bollards, 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 Subject Property to its pre-repair condition after the repair of the Wall and construction of the Bollards;

NOW, THEREFORE, MAJR, Inc., as Owner of the Subject Property, hereby grants a temporary easement to the VILLAGE to facilitate repair of the Wall and construction of the Bollards 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, under the signature of the Village Clerk, however, the Owner's obligation to transfer the Insurance proceeds to the VILLAGE, upon receipt of same, shall survive to termination of the Temporary Construction Easement.

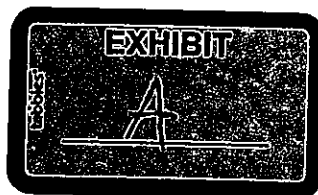
VILLAGE OF LOMBARD

ATTEST:

By: _____
Village President

Village Clerk

DATED: _____



OWNER: MAJR, Inc.

By:  _____

Joseph Franceschini
Print Name

President
Title

ATTEST: _____

Print Name

Secretary _____
Print Name

Title

DATED: _____



ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Brigitte O'Brien, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, _____.
Commission expires _____, 20____. _____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named _____ and _____, are personally known to me to be the _____ President and _____ Secretary of _____ and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ respectively, and that they 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 the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth, and the said _____, then and there acknowledged that said _____ Secretary as custodian of the corporate seal of said Corporation 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 Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, _____.

Commission expires _____, _____.
Notary Public