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KATHLEEN V. CARRIER
RECORDER
DUPAGE COUNTY, IL
01/16/2024 11:34 AM
DOC NO. R2024-002594

Mail To:

(Village of Itasca)

Jill Hanssen

550 W. Irving Park Rd

Itasca, IL 60143

RECORDING COVER PAGE

Permanent Parcel Number:

03-05-100-083

Property Address:

Park Place of Itasca Lot A

Itasca, IL 60143

Prepared By: <u>Jill Hanssen</u>	<u>550 W. Irving Park Road</u>	<u>Itasca, IL 60143</u>
Name	Address	City, State & Zip Code

*Please note – This cover page has been attached to the document for recording purpose.
It is a permanent part of the document and has been included in the page count.

RESOLUTION NO. 1500-24

**A RESOLUTION APPROVING A TEMPORARY EASEMENT AGREEMENT
BETWEEN THE VILLAGE OF ITASCA AND PARK PLACE OF ITASCA
HOMEOWNERS' ASSOCIATION (PIERCE ROAD SIDEWALK)**

WHEREAS, Park Place of Itasca Homeowners' Association is the current owner ("Owner") of certain property located at Lot A of Park Place of Itasca (as depicted on the Final Plat of Subdivision, R1997-068573) in Itasca, Illinois ("Subject Property"), which is legally described and depicted on the Grant of Public Easement, attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Village of Itasca ("Village") has requested a temporary easement over, upon, under and through the Subject Property to install and maintain associated grading, and utilities, as described in Exhibit A, and the Owner has agreed, as shown in Exhibit A, to grant a temporary easement in exchange for \$1.00.

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Itasca, DuPage County, Illinois, as follows:

SECTION ONE: The corporate authorities of the Village of Itasca hereby approve Exhibit A, a Grant of Public Easement, between the Village and Park Place of Itasca Homeowners' Association.

SECTION TWO: The Village President, or his designee, is hereby authorized to sign and execute any documents necessary to accept the Grant of Public Easement, Exhibit A, on behalf of the Village of Itasca.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

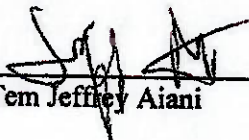
SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in effect immediately from and after its passage and approval.

	Trustee Aiani	Trustee Daly	Trustee Gavanes	Trustee Leahy	Trustee Madaras	Trustee Powers	Mayor Pruyn
Aye	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Nay	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Absent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Abstain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of Itasca this 9th day of January 2024.

APPROVED:



 President Pro Tem Jeffrey Aiani

ATTEST:



 Village Clerk Jody Conidi



RIDER

This Rider dated the 22nd day of August, 2023, is made to the Grant of Public Easement Agreement ("Agreement") by and between the Village of Itasca ("Village"), and the Park Place of Itasca Homeowners' Association ("Association") (and together, collectively, the "parties" or either of them individually, as a "party"). The terms and conditions of this Rider shall supersede any contradictory terms and conditions contained in the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

- R1. In the event a party is forced to pursue legal action as against another party or parties to enforce their rights under this Agreement, the non-defaulting party shall be entitled to recover its reasonable attorneys' fees and costs from the defaulting party or parties in any such action.
- R2. The Village shall be obligated to provide the Association with a Certificate of Insurance for any and all contractors, subcontractors or other parties performing work pursuant to this Agreement on behalf of the Village on the Association Property. Said Certificate of Insurance shall name the Association as an additional insured on all such policies.
- R3. In the event of any damage to the Association Property as a result of the Village's use of the Association Property pursuant to the Easement Agreement, the responsible party or parties shall reimburse Association for any and all costs and expenses incurred to repair or replace said damage property. Association shall provide the responsible party or parties with a detailed invoice reflecting the work performed in order to restore the Association property, and upon receipt of same, the responsible party or parties shall remit payment to Association within 30 days of the date of receipt.

VILLAGE:
THE VILLAGE OF ITASCA

By: 

Its: President Pro-Tem

ASSOCIATION:
PARK PLACE OF ITASCA HOMEOWNERS' ASSOCIATION

By: 

Its: _____

**GRANT OF PUBLIC EASEMENT
(Park Place of Itasca)**

THIS AGREEMENT is made this 6th day of October 2023, by and between the property owner, Park Place of Itasca (the "Grantor"), and the Village of Itasca, a municipal corporation (the "Grantee").

RECITALS

WHEREAS, the Grantor owns in fee simple Lot A of Park Place of Itasca, as shown on the Final Plat of Subdivision (R1997-068573), in Itasca, Illinois, and legally described on the Legal Description and Proposed Temporary Easement Drawing, attached hereto as Exhibit A and incorporated herein by reference (the "Subject Property"); and,

WHEREAS, the Grantee has requested a temporary easement, over, upon, under and through the Property in connection with the installation of a sidewalk, grading, utilities, and appurtenances more fully described in this Agreement; and,

WHEREAS, the Grantor has agreed to grant the easement to the Grantee, subject to the covenants and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the matters set forth in the Recitals, together with other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged by the parties hereto, it is hereby agreed as follows:

1. ***Recitals Incorporated.*** The Recitals above are incorporated into this Agreement as if fully set forth herein.
2. ***Temporary Easement.*** Grantor hereby grants to the Grantee and Grantee's officers, employees, agents, contractors, successors and assigns, a temporary easement for the installation and maintenance of a public sidewalk, associated grading, and utilities upon, across, over, under and through a 5-foot wide to 20-foot wide parcel of land located on the southwesterly boundary of the Subject Property, extending along Pierce Road. The Temporary Easement on the Property is shown by the shaded area and labeled as "Proposed Temporary Easement" on Exhibit A (hereinafter referred to as the "Easement Premises").
3. ***Ingress and Egress.*** Grantor hereby grants to Grantee and Grantee's officers, employees, agents, contractors, successors and assigns, temporary permission for ingress/egress of the Easement Premises from Pierce Road or Bay Drive. In the event that the Subject Property is further developed, Grantor agrees and assures that Grantee and Grantee's officers, employees, agents, contractors, successors and assigns will have temporary permission for ingress/egress of the Easement Premises from Pierce Road or Bay Drive in the future.
4. ***Time and Notices.*** Grantee shall have reasonable access to the Easement Premises, as well as ingress and egress of the Easement Premises, at any and all times without any notice to Grantor for continuing maintenance, inspection and/or repair.
5. ***Covenants by Grantor.*** Grantor covenants and agrees that no permanent building or structure shall be erected or constructed on the Easement Premises, and that the present grade or ground level of the Easement Premises shall not be changed by excavation or filling without Grantee's prior written consent. Grantor further warrants and represents that it is the sole owner

of the Easement Premises and that the Easement Premises are not encumbered by any liens, mortgages, or other encumbrances superior to this Easement Agreement and Grantee's rights herein, other than general real estate taxes due and payable, and existing leases, if any. Grantor further covenants and agrees that it shall cause any future encumbrances on or in the Easement Premises to be subordinate to this Easement Agreement and Grantee's rights herein.

6. *Covenants of Grantee.* In further consideration for granting the temporary easement by Grantor, Grantee covenants and agrees to the following:

- a. Grantee covenants and agrees to restore, at its sole cost and expense, the Easement Premises, and all adjacent areas to their original condition (as agreed to by the parties hereto) immediately preceding the commencement of work performed by Grantee thereon in accordance with the terms of this Agreement, which restoration shall include, without limitation, the replacement of improvements, concrete surfaces, landscaping and topsoil removed or compacted during construction.
- b. Grantee agrees to perform all work, at its sole cost and expense, which is deemed necessary to maintain and repair the public sidewalk, grading, and utilities and to bring their use into compliance with all necessary laws, ordinances and regulations.
- c. Grantee agrees to pay Grantor the amount of one dollar (\$1.00) for the Temporary Easement contained herein.
- d. Grantee covenants and agrees to indemnify, defend and hold Grantor harmless from and against any and all liabilities, damages, costs, losses, expenses and all other claims arising out of or relating to the Grantee's construction, maintenance, operation, repair, and use or occupancy of the Easement Premises.

7. *Notices.* All consents, approvals, notices, and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the United States mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

If to Grantor: _____

If to Grantee: Village Administrator
Village of Itasca
550 W. Irving Park Rd.
Itasca, IL 60143

With a copy to: Village Attorney
Village of Itasca
Hervas, Condon & Bersani, P.C.
333 Pierce Road, Suite 195
Itasca, IL 60143-4109

Addresses and notices may be changed by the parties by notice given in accordance with the above provisions.

8. ***Binding Effect and Recording.*** This Agreement, including all benefits and burdens, shall run with and bind upon the Grantor, the Grantee, and their successors, lessees, assigns and grantees, in perpetuity. Nothing herein shall preclude Grantee from assigning this Agreement or Grantee's rights herein to another governmental body for the purposes set forth herein. This Agreement, once properly executed and notarized, shall be recorded by Grantee at Grantee's expense with the DuPage County Recorder of Deeds Office.

9. ***Severability.*** The many terms and provisions of this Agreement are severable. Should any court of competent jurisdiction for any reason declare any portion of this Agreement unenforceable, those provisions remaining shall continue in full force and effect for the full term as provided for herein.

10. ***Amendment.*** This Agreement contains all the terms, covenants and agreements between the parties, and no modification, waiver or variation of any of the provisions of this Agreement shall be binding unless made in writing and signed by the party against whom the same is sought to be enforced. Neither this Agreement nor any term or provision herein may be changed, waived, discharged or terminated orally, or in any manner other than by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

11. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Executed facsimile and electronic copies shall have the same force and effect as the original.

[signature page follows]

GRANTOR

Maria A. Del Giorno

Signature

Title: Secretary Board Park Place of Itasca

STATE OF ILLINOIS)

) SS

COUNTY OF DUPAGE)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MARIA DEL GIORNO 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 6 day of October, 2023.

Michelle Bednarz

Notary Public



GRANTEE:

VILLAGE OF ITASCA

Attest:

Jeffrey Pruyn PRO TEM
Village President Jeffrey Pruyn

Jody A. Conidi
Village Clerk Jody Conidi

EXHIBIT A

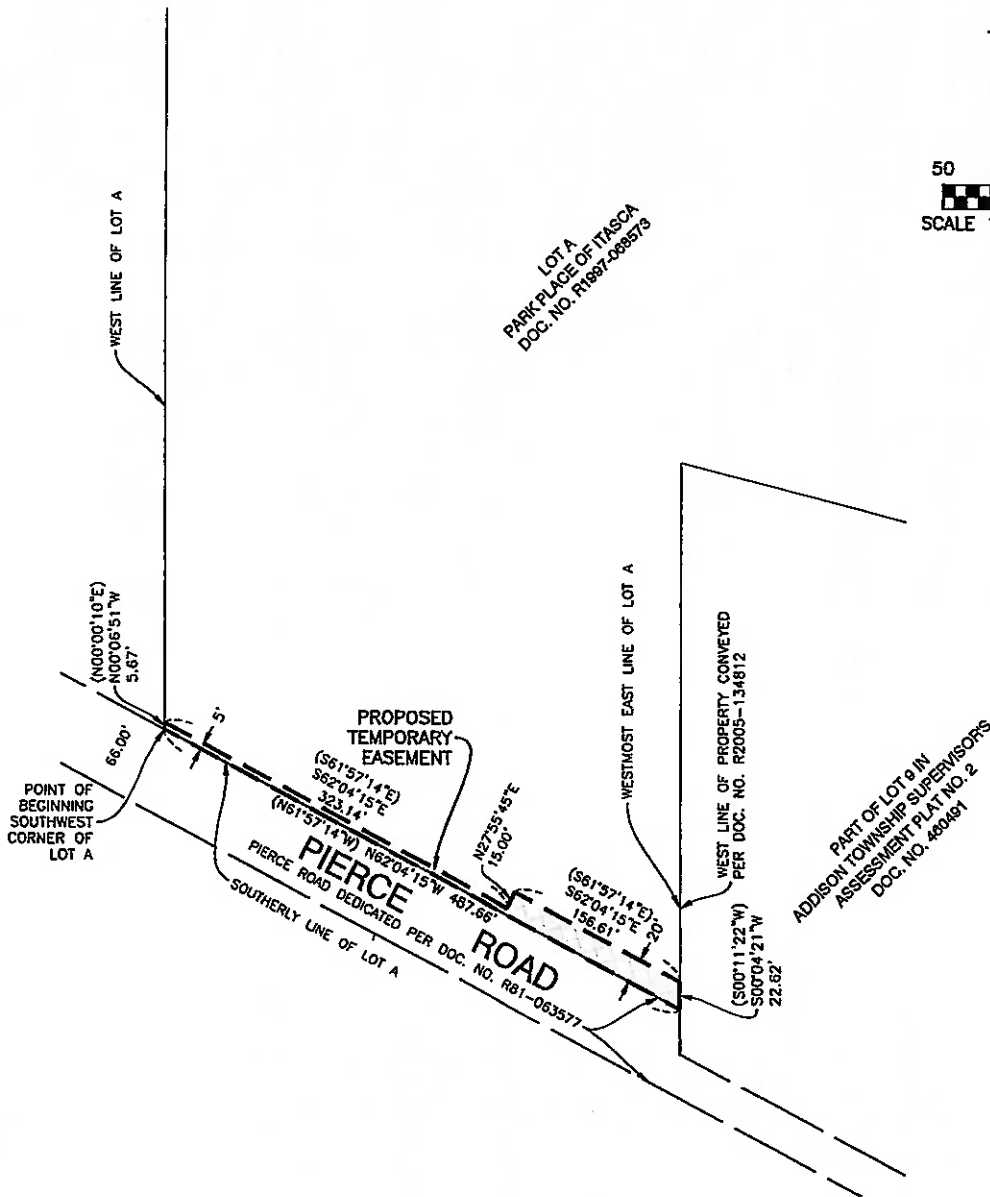
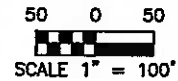
of

PROPOSED TEMPORARY EASEMENT:

THAT PART OF LOT A IN PARK PLACE OF ITASCA, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 1997 AS DOCUMENT NO. R97-68573, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT A; THENCE NORTH 00 DEGREES 06 MINUTES 51 SECONDS WEST ALONG THE WEST LINE OF SAID LOT A FOR A DISTANCE OF 5.67 FEET, TO A LINE 5.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT A; THENCE SOUTH 82 DEGREES 04 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 323.14 FEET; THENCE NORTH 27 DEGREES 55 MINUTES 45 SECONDS EAST A DISTANCE OF 15.00 FEET, TO A LINE 20.00 FEET NORTHERLY OF AND PARALLEL WITH SAID SOUTHERLY LINE OF LOT A; THENCE SOUTH 82 DEGREES 04 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE A DISTANCE OF 156.61 FEET, TO THE WESTMOST EAST LINE OF SAID LOT A ALSO BEING THE WEST LINE OF PROPERTY CONVEYED PER DOCUMENT NO. R2005-134812; THENCE SOUTH 00 DEGREES 04 MINUTES 21 SECONDS WEST ALONG SAID WESTMOST EAST LINE OF LOT A FOR A DISTANCE OF 22.82 FEET, TO SAID SOUTHERLY LINE OF LOT A ALSO BEING THE NORTHERLY LINE OF THE 66 FOOT WIDE PIERCE ROAD AS DEDICATED PER DOCUMENT NO. R81-063577; THENCE NORTH 82 DEGREES 04 MINUTES 15 SECONDS WEST ALONG SAID SOUTHERLY LINE OF LOT A FOR A DISTANCE OF 487.66 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AFFECTS PIN 03-05-100-083

AREA = 4,846 SQUARE FEET



Notes:

(XXX.XX') Denotes record dimensions or dimension computed from record dimension values

XXX.XX' Denotes measured dimension or dimension computed from measured dimension values.

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ROBINSON ENGINEERING, LTD.
 CONSULTING REGISTERED PROFESSIONAL ENGINEERS
 AND PROFESSIONAL LAND SURVEYORS
 17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473
 (708) 331-8700 FAX (708) 331-3828
 ILLINOIS DESIGN FIRM REGISTRATION NO. 164001128.

EXHIBIT A

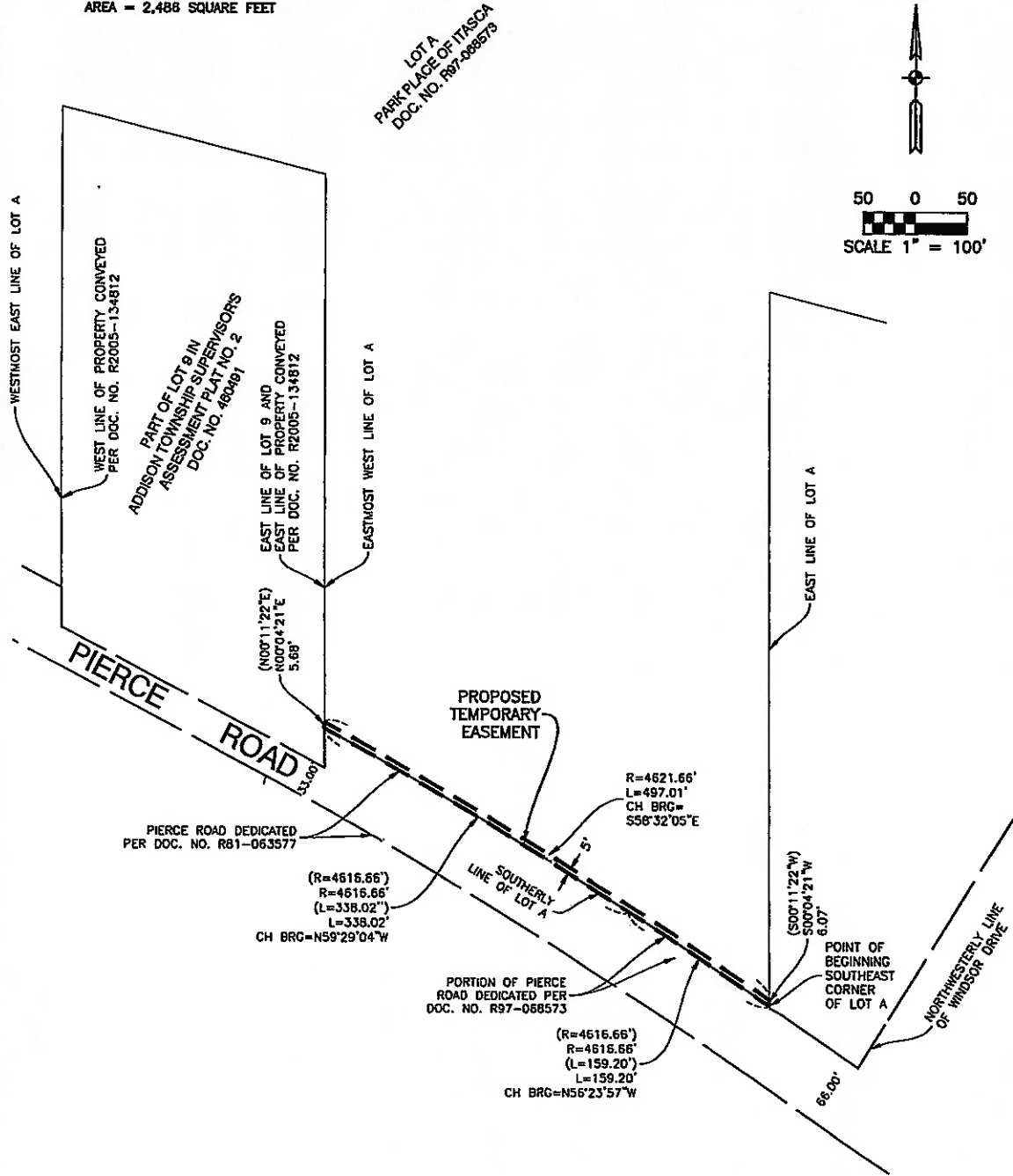
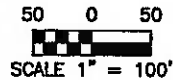
of

PROPOSED TEMPORARY EASEMENT:

THAT PART OF LOT A IN PARK PLACE OF ITASCA, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 15, 1997 AS DOCUMENT NO. R97-068573, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT A; THENCE NORTH-WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT A ALSO BEING THE NORTHERLY LINE OF A PORTION OF PIERCE ROAD DEDICATED PER DOC. NO. R97-068573, SAID SOUTHERLY LINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 4616.66 FEET, AN ARC LENGTH OF 159.20 FEET AND A CHORD BEARING OF NORTH 56 DEGREES 23 MINUTES 57 SECONDS WEST; THENCE CONTINUING ALONG THE SOUTHERLY LINE OF SAID LOT A ALSO BEING THE NORTHERLY LINE OF PIERCE ROAD DEDICATED PER DOC. NO. R81-063577, SAID SOUTHERLY LINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 4616.66 FEET, AN ARC LENGTH OF 338.02 FEET AND A CHORD BEARING OF NORTH 59 DEGREES 29 MINUTES 04 SECONDS WEST, TO THE EASTMOST WEST LINE OF SAID LOT A ALSO BEING THE EAST LINE OF PROPERTY CONVEYED PER DOCUMENT NO. R2005-134812; THENCE NORTH 00 DEGREES 04 MINUTES 21 SECONDS EAST ALONG SAID EASTMOST WEST LINE OF LOT A FOR A DISTANCE OF 5.68 FEET, TO A NON-TANGENTIAL CURVE 5.00 FEET NORTHERLY OF AND CONCENTRIC WITH SAID SOUTHERLY LINE OF LOT A; THENCE SOUTHEASTERLY ALONG SAID NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 4621.66 FEET, AN ARC LENGTH OF 497.01 FEET AND A CHORD BEARING OF SOUTH 56 DEGREES 32 MINUTES 05 SECONDS EAST, TO THE EAST LINE OF SAID LOT A; THENCE SOUTH 00 DEGREES 04 MINUTES 21 SECONDS WEST ALONG SAID EAST LINE A DISTANCE OF 6.07 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AFFECTS PIN 03-05-100-083

AREA = 2,488 SQUARE FEET



Notes:

(XXX.XX') Denotes record dimensions or dimension computed from record dimension values

XXX.XX' Denotes measured dimension or dimension computed from measured dimension values.

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ROBINSON ENGINEERING, LTD.

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17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473
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ILLINOIS DESIGN FIRM REGISTRATION NO. 164001128.