
THE VILLAGE OF BLOOMINGDALE
DUPAGE COUNTY, ILLINOIS

RESOLUTION
NUMBER 2019-R-16

**A RESOLUTION ACCEPTING AN EASEMENT
AGREEMENT FOR UNDERGROUND SANITARY SEWER
AND WATER MAIN FROM THE OWNERS OF CERTAIN
PRIVATE PROPERTY LOCATED AT 22W664 BARBARA
COURT, MEDINAH, ILLINOIS**

Franco A. Coladipietro, Village President
Jane E. Michelotti, Village Clerk

Vince Ackerman
William Belmonte
Bill Bolen
Frank Bucaro
Judi Von Huben
Patrick Shannon

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of Bloomingdale
On this the 28th day of May, 2019

RESOLUTION NO. 2018-R-16

**A RESOLUTION ACCEPTING AN EASEMENT AGREEMENT FOR
UNDERGROUND SANITARY SEWER AND WATER MAIN FROM THE
OWNERS OF CERTAIN PRIVATE PROPERTY LOCATED AT 22W664
BARBARA COURT, MEDINAH, ILLINOIS**

WHEREAS, the Village of Bloomingdale (the "Village") is a home rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Mr. Jeffery Mahoney and Mrs. Lorrie Mahoney as the owners of real property at 22W664 Barbara Court, Medinah, Illinois (the "Grantor") is willing to grant to the Village permanent easement (the "Easement") over a portion of their property (the "Grantor's Property"), which is legally described on the Easement Agreement attached hereto and made a part hereof as Exhibit "A", for purposes described therein, together with any and all necessary rights of access across the Grantors' Property for necessary construction, reconstruction, maintenance, labor, equipment and materials to do any work as deemed necessary by the Village; and

WHEREAS, the Village and the Grantor have agreed to terms and conditions established in the Easement Agreement; and

WHEREAS, the Village has determined that it is necessary and in the best interests of the Village to accept the Easement granted to the Village by the Grantor for the uses and purposes therein set forth.

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

Section One – Recitals: The Village Board of Trustees hereby finds that all of the recitals hereinbefore stated as contained in the preamble to the Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two – Easement Accepted: The Village hereby accepts the Easement granted to the Village by the Grantor pursuant to the Easement Agreement, for the uses and purposes therein set forth. The Village President and Village Clerk are authorized to execute the Easement Agreement in substantially the form attached hereto as Exhibit "A".

Section Three - Other Actions Authorized: The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Four - Acts of Village Officials: That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Five: All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of the conflict.

Section Six: This Resolution shall be in full force and effect after its passage and approval as required by law.

DECIDED pursuant to a roll call vote as follows:

| | YES | NO | ABSENT | PRESENT |
|------------------------------------|----------|----------|----------|----------|
| Vince Ackerman | X | | | X |
| William Belmonte | X | | | X |
| Bill Bolen | | | X | |
| Frank Bucaro | X | | | X |
| Judi Von Huben | X | | | X |
| Patrick Shannon | X | | | X |
| Franco Coladipietro (if necessary) | | | | X |
| TOTAL | 5 | 0 | 1 | 6 |

PASSED AND APPROVED by the Village of Bloomingdale Board of Trustees on the 28th day of May, 2019.



Franco A. Coladipietro, Village President

ATTEST:



Jane E. Michelotti, Village Clerk

Exhibit "A"

Easement Agreement

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered by and between Jeffrey & Lorrie Mahoney, 22W664 Barbara Court, Medinah IL 60157 (hereinafter referred to as GRANTOR), and the VILLAGE OF BLOOMINGDALE, 201 South Bloomingdale Road, Bloomingdale, Illinois, a home rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution, (hereinafter referred to as GRANTEE),

WITNESSETH

WHEREAS, GRANTOR warrants that they own and have fee simple title to a certain tract of land located in the Village of Bloomingdale, Du Page County, Illinois, and legally described in Exhibit "A"; and shown in Exhibit "C" (the GRANTOR'S Property); and

WHEREAS, GRANTEE has requested GRANTOR to grant to the GRANTEE a permanent public utilities easement over, under, and across GRANTOR's Property described in Exhibit "B" and shown in Exhibit "C" to install, construct, use, operate, maintain, alter, repair and replace a watermain and sanitary sewer with necessary appurtenances; and

WHEREAS, the GRANTOR is willing to grant to GRANTEE said easements in consideration of the terms, conditions and covenants hereinafter set forth;

NOW, THEREFORE, in consideration of ten dollars (\$10.00) the receipt of which sum is hereby acknowledged and other good and valuable considerations, the GRANTOR does hereby give, grant and

convey to GRANTEE the following described easement upon the terms, conditions and covenants hereinafter set forth:

Permanent Easement

A permanent easement to install, construct, use, operate, maintain, alter, repair and replace a watermain and sanitary sewer with necessary appurtenances on the property, legally described in Exhibit "B" and shown in Exhibit "C" attached hereto and made a part of this Agreement.

This Agreement is made upon the following terms, conditions and covenants:

1. That the Whereas clauses set forth above are incorporated herein by reference and made a part hereof as if fully set forth herein.
2. Upon completion of any watermain or sanitary sewer installation, maintenance, alterations, repairs, or replacements GRANTEE shall promptly remove from GRANTOR's Property all construction materials and equipment, waste materials and debris and shall restore and leave GRANTOR's Property in a neat, clean and orderly condition, as it existed prior to said activity, to the GRANTOR's specifications.
3. GRANTEE shall have the right of ingress and egress to and from said permanent easement area over GRANTOR's Property for the purpose of this easement including the right to survey and, from time to time, cut, trim and remove trees, brush and other obstructions within said area to effect the purposes of the easement and further conditioned on the reasonable exercise of said right.
4. The provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.
5. The rule of strict construction does not apply to this grant. This grant shall be given reasonable construction so that the intention of the parties to confer the useable right of enjoyment of the GRANTEE is carried out.
6. The GRANTEE shall indemnify and hold GRANTOR harmless from any and all damages, claims, suits, actions, losses or liabilities arising out of the installation, construction, use, operation, maintenance, alteration, repair and replacement of the watermain and sanitary sewer to be placed in said easement area.

7. The easement granted herein is subject to prior easements, covenants, conditions and restrictions of record.

8. The GRANTEE agrees to reimburse the GRANTOR a one-time payment for filling a swimming pool on the subject premises. The one-time payment will be paid by the GRANTEE when requested by the GRANTOR after the GRANTOR has filled the swimming pool on the subject premises with up to 15,000 gallons of water, drawn through the water service on the subject premises and recorded on the water meter for said premises. The GRANTEE reimbursement will be made at the rate normally and customarily charged for water and sewer service at the subject premises per the Village Code, Section 9-1-6 entitled "RATES AND CHARGES", which may be amended from time to time. It is further agreed by both the GRANTEE and GRANTOR that no further credits to the water and sewer bills for the premises will be made to the water and sewer account after the Village has satisfied the one-time adjustment for the pool filling in calendar year 2019.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have hereunto set their hands
and seals this _____ day of _____, 20__.

Jeffrey & Lorrie Mahoney, GRANTOR

By: 

By: 

VILLAGE OF BLOOMINGDALE, GRANTEE

By: 
Franco A. Coladipietro, President

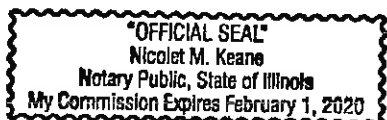
ATTEST:


Jane E. Michelotti, Village Clerk (SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Nicolet M Keane, a notary public in Du Page County, Illinois, do hereby certify that Jeffrey & Lorrie Mahoney 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 they signed and delivered the foregoing instrument, as their free and voluntary act, with full authority to do so and full knowledge of its contents, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of April, A.D., 2019



Nicolet M Keane
Notary Public

My commission expires: 2, 1, 20

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Sandra Marie Lewen a notary public in and for Du Page County, Illinois, do hereby certify that Franco A. Coladipietro, President of the Village of Bloomingdale, and Jane E. Michelotti, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Village Clerk, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument, and affixed the corporate seal of said Village, as their free and voluntary act, and as the free and voluntary act of said Village, with full authority to do so and full knowledge of its contents, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of June, A.D., 2019

Sandra Marie Lewen
Notary Public

My Commission Expires: 1/8/22



EXHIBIT A

LEGAL DESCRIPTION

LOT 34 OF ANNORENO – IRMEN MEDINAH ESTATES UNIT FOUR, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 19, 1978 AS DOCUMENT NUMBER R78-43450 IN DUPAGE COUNTY, ILLINOIS.

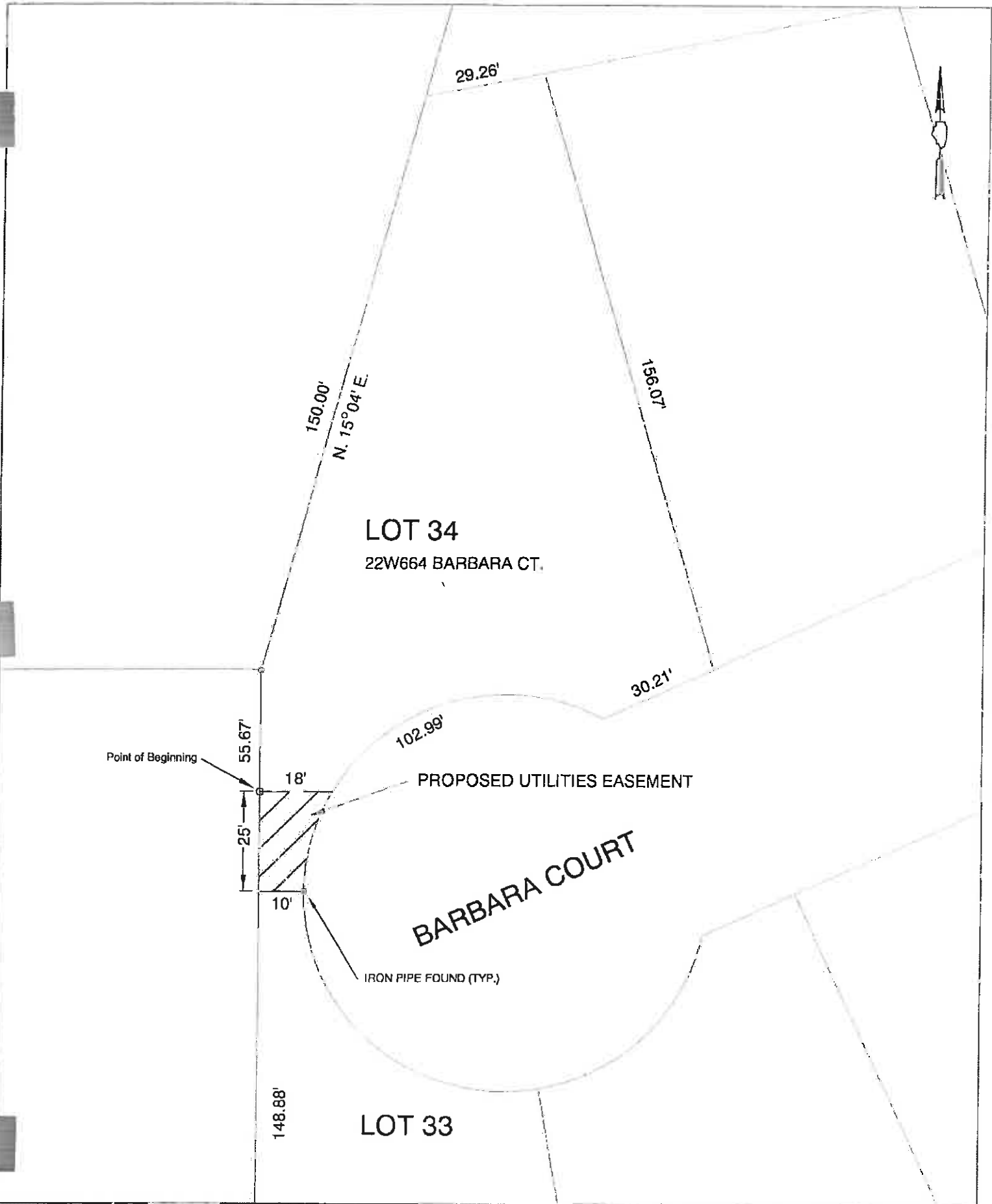
COMMON ADDRESS: 22W664 BARBARA COURT, MEDINAH IL 60157
PIN: 02-11-302-026

EXHIBIT B

PERMANENT EASEMENT

THAT PART OF LOT 34 OF ANNORENO – IRMEN MEDINAH ESTATES UNIT FOUR, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 19, 1978 AS DOCUMENT NUMBER R78-43450 IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS:

THAT AREA OF LOT 34 LYING SOUTH OF A LINE HAVING A POINT OF BEGINNING ON THE WEST BOUNDARY OF LOT 34, A DISTANCE OF 25 FEET NORTH OF THE SOUTH WEST CORNER OF LOT 34, WITH SAID LINE HAVING A BEARING PARALLEL TO THE LINE BETWEEN LOT 33 AND 34 OF SAID ANNORENO – IRMEN MEDINAH ESTATES UNIT FOUR AND EXTENDING EAST FROM SAID POINT OF BEGINNING TO THE BARBARA COURT RIGHT-OF-WAY.



PREPARED BY:
VILLAGE OF BLOOMINGDALE
 201 S. BLOOMINGDALE RD.
 BLOOMINGDALE ILLINOIS 60108
 (630) 893-7000

PROJECT NAME:
PUBLIC UTILITIES EASEMENT
EXHIBIT 'C'
22W664 BARBARA COURT
P.I.N. 02-11-302-026

04/18/19
 SCALE: 1" = 30'
 DRAWN BY: bps
 APPROVED BY:

| REVISIONS | |
|-----------|----------|
| 1. _____ | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | 6. _____ |

SHEET NO.
01
01