

RESOLUTION R-2024-77

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TEMPORARY CONSTRUCTION EASEMENTS
AGREEMENT FOR THE CONSTRUCTION OF A PUBLIC SIDEWALK AND PEDESTRIAN BRIDGE BETWEEN
THE CITY OF WHEATON AND MARIAN PARK, INC.**

WHEREAS, Marian Park, Inc. ("Marian Park"), the owner of the property located at P.I.N. 05-19-201-003, and the City of Wheaton ("City") have generated a Temporary Construction Easements agreement ("Agreement") for the construction of a public sidewalk and pedestrian bridge; and

WHEREAS, Marian Park has signed the Agreement and presented it to the City for approval (the property is legally described in Tract B, Area 1 and Area 2, incorporated in the Agreement) and City staff has reviewed the Agreement and recommends that the Agreement be approved; and

WHEREAS, both parties agree to the terms and conditions set forth in the Agreement between the City and Marian Park as set forth herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Temporary Construction Easements agreement between the City of Wheaton and Marian Park, Inc. is hereby approved, and the Mayor is hereby authorized to sign, and the City Clerk is directed to attest to, the Temporary Construction Easements agreement incorporated herein as Exhibit A.

ADOPTED this 3rd day of September 2024.



Philip J. Suess
Mayor

ATTEST:



Andrea Rosedale

City Clerk

Roll Call Vote:

Ayes: Councilman Barbier
Councilwoman Bray-Parker
Councilman Brown
Mayor Suess
Councilman Clousing
Councilman Weller

Nays: None
Absent: Councilwoman Robbins
Motion Carried Unanimously

TEMPORARY CONSTRUCTION EASEMENTS

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENTS ("Easement Area 1 and Easement Area 2") made as of the 20 day of August, 2024, by and between Marian Park Inc ("Grantor") and the City of Wheaton, an Illinois municipal corporation ("Grantee").

WHEREAS, the Grantor is the owner of a parcel of property located at P.I.N. 05-19-201-003 on the south side of Roosevelt Road across from Fapp Circle, in Wheaton, Illinois ("the Grantor's Property"); and

WHEREAS, the Grantee has plans to install a sidewalk and a pedestrian bridge in the Grantor's Property ("the Project"); and

WHEREAS, Grantor is desirous of granting to Grantee temporary construction easements on Grantor's Property throughout the duration of the Project;

NOW THEREFORE, in consideration of One and No/100 Dollar (\$1.00) in hand paid by Grantee, the receipt of which is hereby acknowledged by Grantor, and other good and valuable consideration, including the mutual promises and covenants set forth below, the parties do hereby agree as follows:

- 1. GRANT.** Grantor hereby grants to Grantee a temporary construction easement for the purpose of allowing the City and, its employees, agents and contractors, to enter into Easement Area 1 (as legally described as Tract B: Area 1 and depicted as Area 1 in Exhibit 1 attached hereto) on Grantor's Property to use equipment, workers and materials within Easement Area 1 for the sole purpose(s) of removing, grading, and replacing the drive approach to obtain a maintainable slope.

Grantor hereby grants to Grantee a temporary construction easement for the purpose of allowing the City and, its employees, agents and contractors, to enter into Easement Area 2 (as legally described as Tract B: Area 2 and depicted as Area 2 in Exhibit 1 attached hereto) on Grantor's Property to use equipment, workers and materials within Easement Area 2 for the sole purpose(s) of having an area for trucks, cranes, material and any other equipment to utilize for constructing the bridge and sidewalk.

The easement shall run from the date of execution of this grant until the project is completed.

- 2. RESTORATION.** The Grantee shall repair and restore any and all grass, vegetation, shrubs, plantings, other hard surfaces or other damage to Grantor's Property to the extent that they are caused by any work conducted pursuant to this temporary construction easement. The area of the repairs, other than the grade of the ground surface, shall be returned as nearly as practicable to the condition it was in prior to the performance of the work. In the event that weather prevents the installation of any of the necessary restoration work, the Grantee shall make all restoration work completed as soon as it can be successfully accomplished.

Upon completion of the project, this temporary construction easement shall be considered terminated without further action of the Grantor or the Grantee.

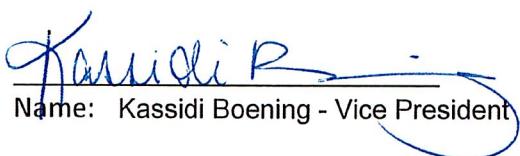
3. **INSURANCE.** The Grantee shall require any contractor performing work to have general liability insurance covering personal injuries and property damage caused by the contractor working on the Grantor's Property with limits of coverage not less than \$1,000,000 general liability and an additional \$2,000,000 umbrella policy. The contractor shall name Grantor as an additional insured on the contractor's insurance in relation to the temporary construction easement area.

4. **INDEMNITY.** The City's contract with any contractor performing work in the easement area shall require the contractor to the fullest extent of the law to indemnify, hold harmless and defend the Grantor from any claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the contractor's work on the Grantor's Property pursuant to this easement agreement.

5. **LEGAL AUTHORITY.** Both parties by execution of this easement agreement warrant that they have full legal capacity and authority to enter into this agreement. During the period of this easement, it shall run with the land and include both parties' successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement on the date indicated above.

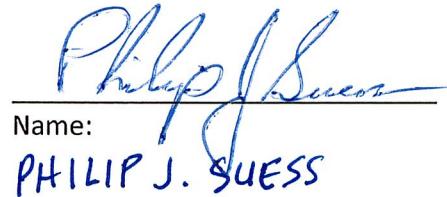
GRANTOR:


Name: Kassidi Boening - Vice President

Name:

SUBSCRIBED and SWORN
to before me this 20 day of
August 2024.
Cherie E. Harris
NOTARY PUBLIC

CITY OF WHEATON:


Name:
PHILIP J. SUESS

ATTEST:


Name:
ANDREA ROSEDALE

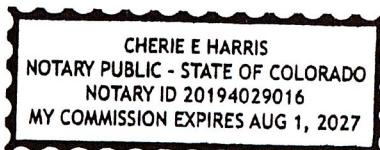


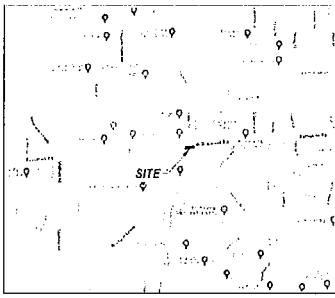
EXHIBIT 1

PLAT OF EASEMENT

FOR

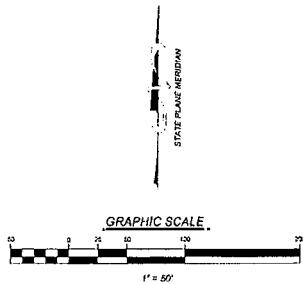
SIDEWALK IMPROVEMENT

PIN: 05-19-201-003



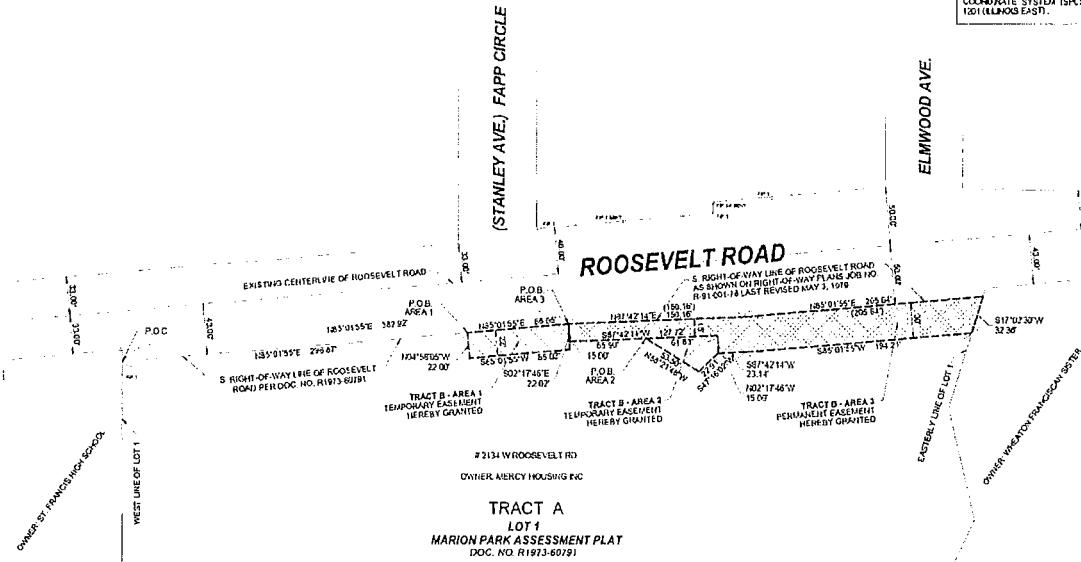
VICINITY MAP
NOT TO SCALE

PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPage COUNTY, ILLINOIS



BASIS OF BEARINGS

THE BASIS OF GEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2011) ZONE 102 (ILLINOIS EAST).



TRACT B LEGAL DESCRIPTIONS

AREA 1

THAT PART OF LOT 1 IN MARION PARK ASSESSMENT PLAT, IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R193-60791, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 1 WITH THE SOUTH LINE OF THE WEST LINE OF ROOSEVELT ROAD, HEREBY RECORDED; THENCE NORTH 85 DEGREES 01 MINUTES 56 SECONDS EAST ALONG THE SOUTH RIGHT-BY-LINE OF ROOSEVELT ROAD, PUR SAID DO. NO. R193-60791, A DISTANCE OF 265.87 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING NORTH 85 DEGREES 01 MINUTES 56 SECONDS EAST ALONG SAID SOUTH RIGHT-BY-LINE, 265.87 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 46 SECONDS EAST, 1,000 FEET; THENCE NORTH 85 DEGREES 01 MINUTES 56 SECONDS EAST, 86.82 FEET; THENCE NORTH 90 DEGREES 58 MINUTES 05 SECONDS WEST, 22.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 1,882 SQUARE FEET, OR 0.432 ACRES, MORE OR LESS, IN OUPAKE COUNTY, ILLINOIS.

AREA 2

THAT PART OF LOT 1 IN MARION PARK ASSESSMENT PLAT, IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R197 60791, DESCRIBED AS FOLLOWS.
COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 1 WITH THE SOUTH RIGHT-OF-WAY LINE OF ROOSEVELT ROAD PER SAID DOC. NO. R197-60791; THENCE NORTH 65 DEGREES 01 MINUTES 56 SECONDS FAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF ROOSEVELT ROAD PER SAID DOC. NO. R197-60791, A DISTANCE OF 382.92 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 46 SECONDS EAST, 65.90 FEET, THENCE NORTH 87 DEGREES 42 MINUTES 14 SECONDS EAST, 65.90 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 42 MINUTES 14 SECONDS EAST, 61.83 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 46 SECONDS EAST, 15.00 FEET; THENCE SOUTH 147 DEGREES 16 MINUTES 02 SECONDS WEST, 229.1 FEET, THENCE NORTH 55 DEGREES 21 MINUTES 48 SECONDS WEST, 63.50 FEET TO SAID PLACE OF BEGINNING; CONTAINING 1.051 SQUARE FEET.

ABEA 3

