



## RESOLUTION 2024-4493

### **A RESOLUTION GRANTING A TEMPORARY ASSIGNMENT OF EASEMENT TO DUPAGE COUNTY FOR CONSTRUCTION OF A SIDEWALK ALONG COLLEGE ROAD**

**WHEREAS**, the County of DuPage (hereinafter referred to as COUNTY) proposes to construct sidewalk to fill in the sidewalk gap along College Road, Section No. 23-SDWLK-07-SW (hereinafter referred to as PROJECT); and

**WHEREAS**, the Village of Lisle (hereinafter referred to as VILLAGE) possess an easement for the purpose of constructing and maintaining a sidewalk along College Road recorded as Document No. R88-120466 on October 21, 1988; and

**WHEREAS**, the VILLAGE is empowered to assign its easement to the COUNTY upon a two-thirds vote of the VILLAGE'S Board pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (hereinafter "TRANSFER ACT"); and

**WHEREAS**, the COUNTY and VILLAGE are municipalities as defined in Section 1 (c) of the TRANSFER ACT; and

**WHEREAS**, Section 2 of the Local Government Property Transfer Act, 50 ILCS 605/2, authorizes a municipality (VILLAGE), pursuant to a resolution passed by a two-thirds vote of the members of its corporate authority, to convey real estate to a municipality (COUNTY) when it is necessary or convenient for the municipality (COUNTY) to use, occupy or improve the real estate in the making of a public improvement or for a public purpose of the transferee municipality (COUNTY); and

**WHEREAS**, the COUNTY has determined that temporary assignment of the easement, is necessary and required for this PROJECT and the COUNTY has, by Ordinance DT-O-0002-24, declared the need for said easement assignment; and

**WHEREAS**, the County and Village shall work collaboratively on said temporary assignment of easement; and

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Board of Trustees of the Village of Lisle, DuPage County, Illinois as follows:

**SECTION 1:** That the Mayor and Village Clerk are hereby authorized and directed to execute and seal the Temporary Assignment of Easement (attached heretofore as Exhibit A).

**FURTHER**, be it resolved that this resolution shall be entered upon the journals of the Board of Trustees of the Village of Lisle.

**PASSED AND APPROVED** by the Village Board of the Village of Lisle on this 3rd day of June 2024.

Signature on File

\_\_\_\_\_  
Christopher R. Pecak, Mayor

**ATTEST:**

Signature on File

\_\_\_\_\_  
Kristy Grau, Village Clerk



Ayes: Trustees Duffy, Grecco, Lesniak, Olson and Mayor Pecak

Nays: None

Absent: Trustees Mullen and Sima

Abstain: None

Published by the Village Clerk, in pamphlet form, by authority of the corporate authorities of the Village of Lisle on the 3 of June, 2024.

# TEMPORARY ASSIGNMENT OF EASEMENT

MAIL TO:

County of DuPage  
c/o DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, Illinois 60187

**THIS ASSIGNMENT OF VILLAGE OF LISLE EASEMENT** is made and executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Village of Lisle, an Illinois municipal corporation, created and existing under and by virtue of the laws of the State of Illinois, as ASSIGNOR, for One Dollar (\$1.00) and other valuable consideration in hand paid, and the County of DuPage, an Illinois body corporate and politic, as ASSIGNEE.

The ASSIGNOR does hereby assign a non-exclusive right and interest in, and does authorize the use of, the following described easements by the ASSIGNEE for purposes of sidewalk construction and grading as part of the County of DuPage's project known as Section No. 23-SDWLK-07-SW:

10-foot Village of Lisle Easement as described on the Easement Agreement recorded as Document No. R88-120466 on October 21, 1988, and as further depicted in Exhibit A, attached hereto and made a part hereof.

PIN: 08-16-400-014  
ADDRESSES: 5601 College Road, Lisle, Illinois 60532

This assignment and right to non-exclusive use of said easements shall be in effect from the date of award of the construction contract and shall terminate five years from the execution of this document, or on the completion of the proposed project, whichever is sooner.

Said premises will be left in a neat and presentable condition.

Subject only to the following exceptions: None.

The ASSIGNEE shall indemnify, hold harmless and defend the ASSIGNOR, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the ASSIGNEE's negligent or willful acts, errors or omissions in its performance under this Assignment to the fullest extent permitted by law. The ASSIGNEE does not hereby waive any defenses or immunity available to it with respect to third parties.



COUNTY OF DU PAGE

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I, the undersigned, a Notary Public, in and for the County and State, aforesaid, DO HEREBY CERTIFY, that William C. Eidson, personally known to me to be the County Engineer of the County of DuPage, a body politic and corporate of the State of Illinois, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as the County Engineer, he signed, sealed and delivered said instrument and caused the corporate seal of said County of DuPage to be affixed thereto, pursuant to the authority given by the County of DuPage, as his free and voluntary act, and as the free and voluntary act and deed of said County, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

This instrument was prepared by:  
DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187

R88-120466

88 OCT 21 PM 4:00  
Signature on File

RECORDER  
DU PAGE COUNTY  
EASEMENT AGREEMENT

This Agreement, made and entered into on October 17, 1988,  
1988, by and between Illinois Benedictine College (Grantor) and the  
Village of Lisle, an Illinois Municipal Corporation (Grantee).

WITNESSETH:

That for and in consideration of \$5000.00

\_\_\_\_\_ and other good and valuable consideration, the receipt  
and sufficiency of which is hereby acknowledged, Grantor does hereby  
give and grant in perpetuity to the Grantee an easement, right, privilege,  
and authority to construct, own, operate, maintain, and repair a sidewalk  
in and upon the property legally described as:

Parcel #1

The north 1,115 feet of the west 12 feet of the east 62 feet of Parcel 1  
of the Illinois Benedictine College Assessment Plat in Section 16, Township  
38 North, Range 10 East, of the Third Principal Meridian, in DuPage  
County, Illinois, as recorded in Document No. R74-50004, in the Office  
of the Recorder of Deeds of DuPage County, except that part previously  
dedicated.

Parcel #2

The south 1,007.28 feet of the west 10 feet of the east 50 feet of Parcel 1  
of the Illinois Benedictine College Assessment Plat in Section 16, Township  
38 North, Range 10 East, of the Third Principal Meridian, in DuPage  
County, Illinois, as recorded in Documents No. R74-50004, in the Office of the  
Recorder of Deeds of DuPage County, except that part previously dedicated.

Parcel #3

The south 50 feet of the west 7 feet of the east 40 feet of Parcel 1  
of the Illinois Benedictine College Assessment Plat in Section 16, Township  
38 North, Range 10 East, of the Third Principal Meridian, in DuPage  
County, Illinois, as recorded in Document No. R74-50004, in the Office  
of the Recorder of Deeds of DuPage County, except that part previously  
dedicated.

Parcel #4

The north 50 feet of the west 7 feet of the east 40 feet of Parcel 3  
of the Illinois Benedictine College Assessment Plat in Section 16, Township  
38 North, Range 10 East, of the Third Principal Meridian, in DuPage  
County, Illinois, as recorded in Document No. R74-50004, in the Office  
of the Recorder of Deeds of DuPage County, except that part previously  
dedicated.

*By*  
08-16-203-005  
400-012

*Prepared by*  
*Village of Lisle*  
1040 Burlington Ave  
Lisle, Illinois 60532

Parcel #5

The west 10 feet of the east 50 feet of Parcel 3 of the Illinois Benedictine College Assessment Plat in Section 16, Township 38 North, Range 10 East, of the Third Principal Meridian, in DuPage County, Illinois, as recorded in Document No. R74-50004, in the Office of the Recorder of Deeds of DuPage County, except that part previously dedicated.

It is further agreed as follows:

1. The Grantee agrees that it will save and hold the Grantor harmless from all claims, causes and actions, suits, damages or demands whatsoever in law or equity which may arise out of, or as a consequence of the negligence of the Grantee, or its authorized agents or employees, in constructing, operating, maintaining or repairing said sidewalk.

2. All rights, title, and privileges herein granted shall run with the land described above, and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors in title, heirs, executors, administrators, lessees and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this instrument to be executed by their proper officers duly authorized to execute the same, on the date and year above written.

GRANTOR:

Illinois Benedictine College

By: Signature on File

Its: President

ATTEST:

By: Signature on File

Its: Corporate Secretary

GRANTEE:

Village of Lisle

Signature on File

George A. Varney, Village President

ATTEST:

Signature on File

Marjorie M. Connelly, Village Clerk

R88-120466

SI  
ILL  
CAL  
CO.  
A.P  
SIC  
CO.  
S.P  
DA

(201)

"G"  
Pl. Tract 4  
Pl. -006  
Pl. 4354

"F"  
(202)

Pl. Tract 3  
-002  
1398

C.H. 40  
YACKLEY

AVE. 8

C.H. 17

570.27

RD.

292.25

12'

Parcel #1

Pl. 1  
Pl. -002  
Pl. 44.G & Pl.

"D"  
(204)

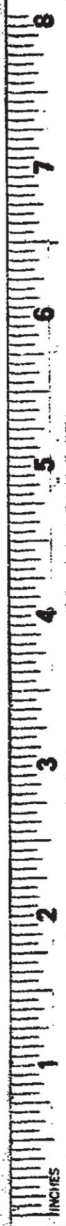
Parcel #2

COLLEGE

10'

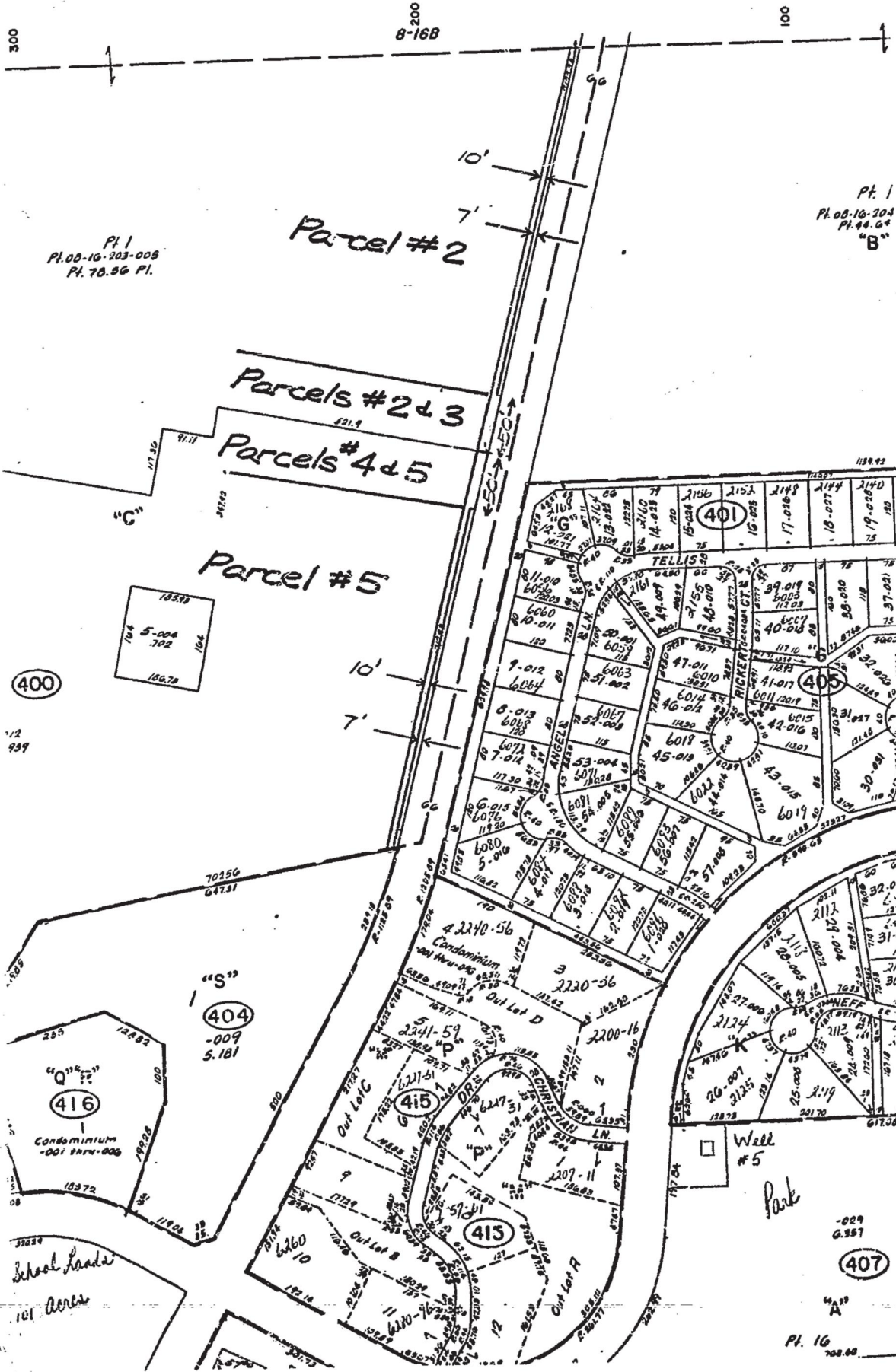
7'

8-16D



1/4 SEC. 16 T.38N. R.10E.





Pl 1  
Pl. 00-10-203-005  
Pl. 70.56 Pl.

Pl. 1  
Pl. 00-10-203  
Pl. 44.04  
"B"

400  
1/2  
959

"S"  
404  
-009  
5.181

416  
Condominium  
-001 3884-006

School Lands  
101 Acres

Well #5  
Park

407

Pl. 16  
700.00

