

RESOLUTION R-79-08

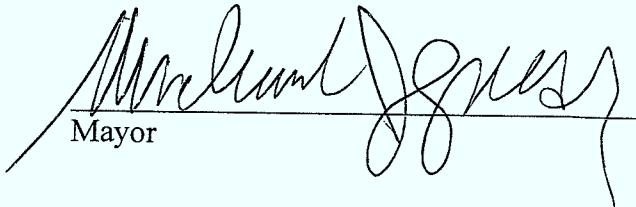
A RESOLUTION ACCEPTING A STORM SEWER EASEMENT GRANT FOR 63 LANDON CIRCLE

WHEREAS, the owner of the property located at 63 Landon Circle has presented a storm sewer easement grant to the Wheaton City staff for acceptance by the City (the property is legally described in Exhibit A, attached to this resolution); and the Wheaton City staff has recommended that the easement grant be accepted.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Storm Sewer Easement Grant for 63 Landon Circle dated October 17, 2008 is hereby accepted.

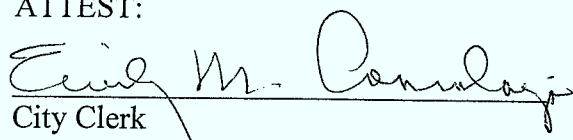
IT IS FURTHER RESOLVED that the Mayor is authorized to sign the acceptance form and the City Clerk is authorized and directed to attest to the signature of the Mayor and attach a certified copy of this resolution of acceptance to the Storm Sewer Easement Grant, dated October 17, 2007, for 63 Landon Circle.

Adopted this 17th day of November, 2008.



Mayor

ATTEST:



Emily M. Conroy
City Clerk

ROLL CALL VOTE

Ayes:

Councilman Mouhelis
Councilman Prendiville
Councilman Suess
Councilwoman Corry
Councilman Johnson
Councilman Levine
Mayor Gresk

Nays:

None

Absent:

None

Motion Carried Unanimously

EXHIBIT A
63 Landon Circle
Wheaton, IL 60187

Legal Description:

LOT 14 IN AMBERWOOD SUBDIVISION, BEING A SUBDIVISION IN THE
NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 39
NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO
THE PLAT THEREOF RECORDED JULY 12, 2007 AS DOCUMENT NO. R2007-129173, IN
DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-29-300-037

A-79-08

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

GRANT OF EASEMENT "STORM SEWER EASEMENT," 63 LANDON CIRCLE,
WHEATON, ILLINOIS.

THIS INDENTURE WITNESSETH:

WHEREAS, THE CITY OF WHEATON, AN ILLINOIS MUNICIPAL CORPORATION, HEREINAFTER REFERRED TO AS GRANTEE, HAS AGREED TO ACCEPT AND MAINTAIN A PUBLIC STORM SEWER, HEREINAFTER CALLED "PUBLIC IMPROVEMENT; AND

WHEREAS, WHITEFORD HOMES, OWNER OF PARCEL A AND PARCEL B LISTED BELOW, AND KEVIN AND KRISTINE GEORGE, CONTRACTOR PURCHASERS, HEREINAFTER REFERRED TO AS GRANTOR, HAS AGREED TO GRANT A PUBLIC STORM SEWER EASEMENT, ACROSS THE SUBJECT PROPERTY COMMONLY KNOWN AS 63 LANDON CIRCLE, WITH ALL NECESSARY APPURTENANCES THERETO.; AND

WHEREAS, THE GRANTOR, AS OWNER, SUBJECT TO DIVERSE MATTERS OF RECORD, OF THE REAL ESTATE HEREINAFTER DESCRIBED AS TRACT A AND TRACT B. HEREBY GRANTS THE EASEMENT OVER, UPON, ALONG, UNDER, AND THROUGH WITH REFERENCE TO SAID REAL ESTATE FOR THE PURPOSES HEREIN SPECIFIED:

NOW THEREFORE, IN CONSIDERATION OF (\$10.00) TEN DOLLARS AND IN CONSIDERATION OF THE BENEFITS TO BE DERIVED BY THE GRANTOR THROUGH THE ACCEPTANCE AND MAINTENANCE OF SAID STORM SEWER, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF ALL OF WHICH CONSIDERATIONS ARE HEREBY ACKNOWLEDGED BY THE GRANTOR, AND IN FURTHER CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE SAID GRANTOR DOES HEREIN AND IN ACCORDANCE WITH THE TERMS AND PROVISIONS HEREOF GRANT, GIVE, CONVEY, AND WARRANT TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS.

THE PERPETUAL EASEMENT, RIGHT AND AUTHORITY TO RECONSTRUCT, REPAIR, INSPECT, SAID STORM SEWER, INCLUDING MAY BE DEEMED NECESSARY BY SAID GRANTEE, OVER, UPON, ALONG AND THROUGH THE TRACT OF LAND HEREINAFTER PARTICULAR DESCRIBED AS, AND UNDER THE CAPTION OF, "TRACT B"; HEREBY RELEASING AND WAIVING ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS IN AND TO SAID TRACT "B"

PARCEL A

LOT 14 IN AMBERWOOD ESTATES, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 12, 2007 AS DOCUMENT NO. R2007-129173 IN DUPAGE COUNTY, ILLINOIS. 05-29-300-037

SAID TRACT "B" IS PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF LOT 14 IN AMBERWOOD ESTATES, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 12, 2007 AS DOCUMENT NO. R2007-129173, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 14; THENCE NORTH 66 DEGREES 17 MINUTES 18 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 14 A DISTANCE OF 34.03 FEET; THENCE SOUTH 30 DEGREES 01 MINUTES 52 SECONDS EAST A DISTANCE OF 5.03 FEET TO A POINT ON THE SOUTHERLY LINE OF A EXISTING 5.00 FOOT DRAINAGE AND UTILITY EASEMENT, RECORDED AS DOCUMENT NO. R2007-129173 FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 30 DEGREES 01 MINUTES 52 SECONDS EAST A DISTANCE OF 35.72 FEET TO A POINT ON THE EASTERLY LINE OF A EXISTING 10.00 FOOT DRAINAGE AND UTILITY EASEMENT, RECORDED AS DOCUMENT NO. R2007-129173; THENCE NORTH 56 DEGREES 57 MINUTES 33 SECONDS WEST ALONG SAID EXISTING EASTERLY LINE OF A 10.00 FOOT DRAINAGE AND UTILITY EASEMENT A DISTANCE OF 42.46 FEET TO THE INTERSECTION OF THE EASTERLY LINE OF SAID EXISTING EASEMENT WITH SOUTHERLY LINE OF SAID EXISTING EASEMENT; THENCE NORTH 66 DEGREES 17 MINUTES 18 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID EXISTING DRAINAGE AND UTILITY EASEMENT A DISTANCE OF 19.34 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

ALL OF SAID LANDS BEING SITUATED IN THE CITY OF WHEATON, DU PAGE COUNTY, ILLINOIS.

IT IS COVENANTED AND AGREED BETWEEN THE GRANTOR AND GRANTEE AS FOLLOWS:

1. THE GRANTOR SHALL HAVE AND RETAIN ALL RIGHTS TO THE USE AND OCCUPATION OF SAID REAL ESTATE, EXCEPT AS HEREIN EXPRESSLY GRANTED AND PROVIDED AND SUCH USE AND OCCUPATION BY THE GRANTOR SHALL NOT BE UNNECESSARILY INTERFERE WITH ANY MAINTENANCE OR RECONSTRUCTION WORK PERFORMED UNDER THIS GRANT AS SHALL BE DEEMED NECESSARY BY THE GRANTEE IN THE PROCESS OF MAINTENANCE OR RECONSTRUCTION OF THE PUBLIC IMPROVEMENT.
2. THE GRANTOR COVENANTS AND AGREES THAT THE GRANTOR WILL NOT IN ANY MANNER DISTURB, DAMAGE DESTROY, INJURE OR OBSTRUCT SAID STORM SEWER OR ANY PART OF THE APPURTENANCES THERETO AND WILL NOT INTERFERE WITH THE GRANTEE, ITS CONTRACTORS OR SUBCONTRACTORS OR WITH THE AGENTS OR EMPLOYEES, IN THE EXERCISE OF ANY OF THE RIGHTS, PRIVILEGES, OR AUTHORITIES HEREBY GIVEN AND GRANTED.
3. THE STORM SEWER EASEMENT ON THIS DOCUMENT SHALL BE A PUBLIC UTILITY AND DRAINAGE EASEMENT AND IS RESERVED FOR AND GRANTED TO THE CITY OF WHEATON FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE "THE PUBLIC UTILITY" TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY OF WHEATON, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE "PUBLIC UTILITY". THE GRANTEE OR GRANTEES PERFORMING OR CAUSING TO BE PERFORMED ANY OF SAID WORK SHALL BE RESPONSIBLE AT ITS OR THEIR EXPENSE, TO BACKFILL ALL AREAS WITH APPROVED MATERIALS AND SEED THE SITE, BUT SHALL NOT BE LIABLE TO RESTORE ANY PAVEMENT, CURB AND GUTTER, SIDEWALKS OR LANDSCAPING DISTURBED DURING MAINTENANCE, THE GRANTOR SHALL BE RESPONSIBLE FOR THE FULL AND COMPLETE RESTORATION OF THE EASEMENT PREMISES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. ELEVATIONS OR GRADES SHALL NOT BE CHANGED WITHIN THE EASEMENT PREMISES WITHOUT THE WRITTEN APPROVAL OF THE CITY OF WHEATON
4. THE GRANTEE SHALL SIGNIFY ITS ACCEPTANCE OF THIS GRANT AND EASEMENT BY RESOLUTION AND RECORDING OF SAME IN THE OFFICE OF THE DU PAGE COUNTY RECORDER OF DEEDS
5. THIS INDENTURE AND THE COVENANTS AND AGREEMENTS HEREIN CONTAINED SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON

THE GRANTEES, LESSEES, SUCCESSORS, HEIRS, DEVISEE AND ASSIGNS, AND ANY, EITHER OR ALL OF THE SAME, OF THE PARTIES HERETO AND SHALL BE IN FULL FORCE AND EFFECT WHEN ACCEPTED BY THE GRANTEE IN THE MANNER HEREIN PROVIDED.

SHOULD THE GRANTOR MOVE OR RELOCATE SAID STORM SEWER TO AN AGREED UPON AND PERMITTED LOCATION TO THE ADJOINING DRAINAGE AND UTILITY EASEMENT AS SHOWN ON THE AMBERWOOD ESTATES SUBDIVISION, RECORDED JULY 12, 2007 AS DOCUMENT # R2007-129173, THIS EASEMENT SHALL BE AUTOMATICALLY EXTINGUISHED UPON COMPLETION AND ACCEPTANCE OF SAID WORK.

STATE OF ILLINOIS)

SS

COUNTY OF DUPAGE)

IN WITNESS HEREOF, THE GRANTOR(S) Whiteford Homes, LLC and Kevin B. George and Kristine A. George, DO HEREBY SET THEIR HAND AND SEAL THIS 17 DAY OF OCTOBER 2008 A.D.

M. Whiteford, President GRANTOR/ ICO Whiteford Homes, LLC
Kevin B. George GRANTOR
Kristine A. George GRANTOR
by Kevin George

STATE OF ILLINOIS)

SS

COUNTY OF DU PAGE)

I, THOMAS A. ODE, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT MATTHEW WHITEFORD, KEVIN GEORGE and KRISTINE GEORGE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAMES SUBSCRIBED THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED, SEALED, AND DELIVERED SAID INSTRUMENT AS THEIR FREE

AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD MENTIONED IN SAID INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 30th DAY OF OCTOBER, 2008 A.D.

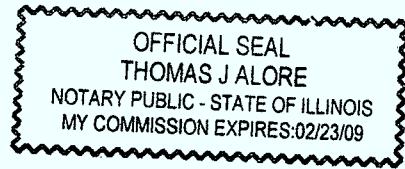


NOTARY PUBLIC

STATE OF ILLINOIS)

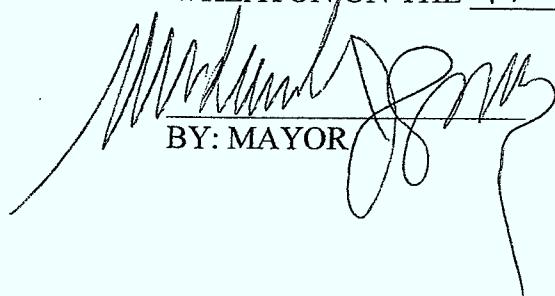
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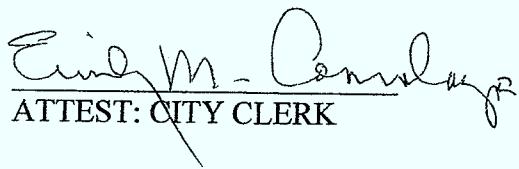
COUNTY OF DU PAGE)



2-79-08

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
WHEATON ON THE 17th DAY OF November, 2008 A.D.


BY: MAYOR


ATTEST: CITY CLERK