

## **RESOLUTION R-31-09**

**A RESOLUTION APPROVING A GRANT OF  
STREET LIGHT IMPROVEMENT EASEMENT  
(211 S. Wheaton Avenue)**

**WHEREAS**, the owner of the property located at 211 S. Wheaton Avenue has presented a Grant of Street Light Improvement Easement to the City of Wheaton for approval by the Mayor and City Council (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 Grant of Street Light Improvement Easement for 211 S. Wheaton Avenue is hereby approved.

**IT IS FURTHER RESOLVED** that the Mayor is authorized to sign the approval 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 Grant of Street Light Improvement Easement for 211 S. Wheaton Avenue.

**ADOPTED** this 18<sup>th</sup> day of May, 2009.

Mayon

ATTEST:

Eiry M. Donley  
City Clerk

### Roll Call Vote:

Ayes: Councilman Prendiville  
Councilman Scalzo  
Councilman Suess  
Councilwoman Corry  
Councilman Levine  
Councilman Mouhelis  
Mayor Gresk

Nays: None  
Absent: None

### Motion Carried Unanimously

This document prepared by:  
When recorded mail to:  
William F. McGuinn, Esq.  
Sugar & Felsenfeld LLP  
30 N. LaSalle St., Suite 3000  
Chicago, IL 60602

## **GRANT OF STREET LIGHT IMPROVEMENT EASEMENT**

Property Address: 211 S. Wheaton Ave., Wheaton, Illinois 60187  
Permanent index number: 05-16-314-023

This Indenture Witnesseth:

Whereas, the City of Wheaton, an Illinois municipal corporation, hereinafter referred to as "Grantee", has agreed to accept an easement for the construction and maintenance of certain street light improvements, hereinafter called "Public Improvement", with all necessary appurtenances thereto, through and across lands lying and being in Township 39 North, Range 10 East of the Third Principal Meridian, DuPage County, Illinois, including the hereinafter described lands of the Grantor as more particularly described herein, and;

Whereas, Chicago Title Land Trust Company, successor to American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated November 20, 1996 and known as trust number 12-2340-01, building owner of 211 S. Wheaton Avenue, in the City of Wheaton, DuPage County, Illinois, hereinafter referred to as "Grantor", is the owner subject to diverse matters of record, of the real estate legally described in Exhibit A attached hereto and referred to herein as "Tract A".

Whereas, included within Tract A is the real estate described in Exhibit B attached hereto and referred to herein as "Tract B".

Whereas, Grantor is willing to grant the easement over, upon, along, under, and through Tract B as described below.

Now therefore, in consideration of ten dollars (\$10.00) and in consideration of the special benefits to be derived by the Grantor through the acceptance and maintenance of said Public Improvement, 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

Grantor herein does hereby and in accordance with the terms and provisions hereof grant, give, convey, and warrant to the Grantee, its successors, and assigns, the perpetual easement, privilege, right and authority to construct, design, survey, reconstruct, repair, observe said Public Improvement, including any appurtenances as may be deemed necessary by Grantee, over, upon, along and through 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.

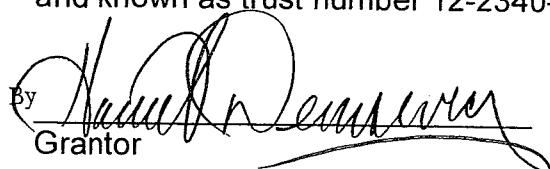
It is covenanted and agreed between the Grantor and Grantee as follows:

1. The Grantor shall have and retain all rights to the use and occupation of Tract A and Tract B, except as herein expressly granted and provided that such use and occupation by the Grantor shall not unnecessarily interfere with any work deemed necessary by the Grantee. The Grantee agrees that the easement granted herein shall be used solely for the purposes provided in this Grant of Easement. The Grantee further agrees that any such use by the Grantee shall be done in such manner as to not unreasonably interfere with the Grantor or the access to Tract A over Tract B. If Grantee desires to do any excavation of any portion of Tract B, such excavation will be done in such manner as will cause the least injury to the surface of the ground, and the Grantee shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.
2. The Grantor covenants and agrees that the Grantor will not in any manner disturb, damage, destroy, injure or obstruct said Public Improvement 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. The Grantee agrees to maintain the subject Public Improvement in conformance with all city code provisions.
3. The Grantee shall signify its acceptance of this grant and easement by resolution and recording of same in the Office of the DuPage County Recorder.
4. The Grantee shall indemnify, defend and hold the Grantor harmless from any and all claims, damage or expense arising out of the actions or omissions of the Grantee, its agents and employees with respect to the installation, operation, maintenance or removal of the Public Improvement.
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.

In witness hereof, the Grantor, does hereon set his hand and seal this

1st day of May 20 09 A.D.

Chicago Title Land Trust Company,  
successor to American National Bank  
and Trust Company of Chicago, not  
personally, but solely as Trustee under  
Trust Agreement dated November 20, 1996  
and known as trust number 12-2340-0

By   
Grantor

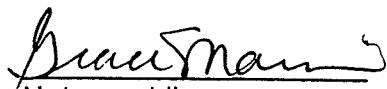
Harriet Denisewicz, Trust Officer

This instrument is executed by the undersigned Land Trustee,  
not personally but solely as Trustee in the exercise of the power  
and authority conferred upon and vested in it as such Trustee.  
It is expressly understood and agreed that all the warranties,  
indemnities, representations, covenants, undertakings and  
agreements herein made on the part of the Trustee are  
undertaken by it solely in its capacity as Trustee and are not  
personally. No personal liability or personal responsibility is  
assumed by or shall at any time be asserted or enforceable  
against the Trustee on account of any warranty, indemnity,  
representation, covenant, undertaking or agreement of the  
Trustee in this instrument.

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS

I, the undersigned, a notary public in and for said county, in the state aforesaid,  
do hereby certify that Harriet Denisewicz, the Trust Officer of Chicago Title Land  
Trust Company, successor to American National Bank and Trust Company of Chicago, not  
personally, but solely as Trustee under Trust Agreement dated November 20, 1996 and known  
as trust number 12-2340-0 personally known to me to be the same person(s) whose name is  
subscribed the foregoing instrument, appeared before me this day in person and acknowledged  
that he/she signed, sealed, and delivered said instrument as his/her 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 1st day of May, 20 09 A.D.

  
Notary public

4853-1613-7731



STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

Approved and accepted by the Mayor and City Council of the City of Wheaton at its regularly scheduled meeting on the 18<sup>th</sup> day of May, 2009 A.D.



Malcolm Jones  
By: Mayor

By: Mayor

Emil M. Considine Jr.  
Attest: City Clerk

Attest: City Clerk

**EXHIBIT A**  
Tract A

**PARCEL 1:**

ALL THAT PART OF LOT 3 LYING SOUTH OF SOUTH LINE OF RAILRAOD AVENUE (NOW LIBERTY DRIVE) (EXCEPTING THEREFROM THE WEST 30 FEET THEREOF) IN BLOCK 4 IN J.C. WHEATON'S ADDITION TO THE TOWN OF WHEATON, BEING A SUBDIVISION IN THE WEST ½ OF THE SOUTHWEST ¼ SECTION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 7, 1855 AS DOCUMENT 9567, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL 2:**

LOT 4 (EXCEPT THAT PART LYING IN LIBERTY DRIVE) IN BLOCK 4 IN J.C. WHEATON'S ADDITION TO THE TOWN OF WHEATON, BEING A SUBDIVISION IN THE WEST ½ OF ¼ OF THE SOUTHWEST ¼ SECTION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 7, 1855 AS DOCUMENT 9567, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL 3:**

LOT 6 (EXCEPTING THEREFROM THAT PART OF SAID LOT CONVEYED FOR THE RELOCATION OF SOUTH RAILROAD STREET, BY DEED, RECORDED AS DOCUMENT 73623) IN BLOCK 4 IN J.C. WHEATON'S ADDITION TO THE TOWN OF WHEATON, BEING A SUBDIVISION IN THE WEST ½ OF ¼ OF THE SOUTHWEST ¼ SECTION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 7, 1855 AS DOCUMENT 9567, IN DUPAGE COUNTY, ILLINOIS

**PARCEL 4:**

LOT 5 (EXCEPT THAT PART LYING IN LIBERTY DRIVE) IN BLOCK 4 IN J.C. WHEATON'S ADDITION TO THE TOWN OF WHEATON, BEING A SUBDIVISION IN THE WEST ½ OF ¼ OF THE SOUTHWEST ¼ SECTION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 7, 1855 AS DOCUMENT 9567, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL 5:**

THAT PART OF THE EAST 30 FEET OF LOT 3 LYING SOUTH OF THE SOUTH LINE OF SOUTH RAILROAD STREET IN BLOCK 4 IN J.C. WHEATON'S ADDITION TO THE TOWN OF WHEATON, BEING A SUBDIVISION IN THE WEST ½ OF ¼ OF THE SOUTHWEST ¼ SECTION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 7, 1855 AS DOCUMENT 9567, IN DUPAGE COUNTY, ILLINOIS.

**PIN: 05-16-314-023**

EXHIBIT B  
Tract B

**The south five feet (5.0') of said Tract A.**

All of said lands being situated in the City of Wheaton, DuPage county, Illinois.