

RESOLUTION R-71-11

A RESOLUTION APPROVING A PLAT OF STORMWATER MANAGEMENT EASEMENT GRANT (Wheaton Chinese Alliance Church)

WHEREAS, the Wheaton Chinese Alliance Church as owner of the property located at 1748 S. Blanchard Street has presented a plat of stormwater management easement grant to the City for approval (the property is legally described in Exhibit A, attached to this resolution); and the Wheaton City staff has recommended that the easement grant be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Plat of Stormwater Management Easement Grant for Wheaton Chinese Alliance Church, prepared by Richard J. Steinbrecher, an Illinois professional land surveyor, dated November 8, 2011, 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 Plat of Easement Grant.

ADOPTED this 5th day of December, 2011.



Mayor

ATTEST:



Mary Sanguinetti
City Clerk

Roll Call Vote:

Ayes:	Councilman Suess Councilwoman Ives Councilman Mouhelis Councilman Rutledge Mayor Gresk Councilwoman Pacino Sanguinetti Councilman Scalzo
Nays:	None
Absent:	None

Motion Carried Unanimously

EXHIBIT A

Legal Description:

Wheaton Chinese Alliance Church
1748 S. Blanchard Street
Wheaton, IL 60187

LOT 1 (EXCEPT THE EASTERLY 40.0 FEET AS MEASURED AT RIGHT ANGLES) IN BALDWIN
SEARS ASSESSMENT PLAT OF PART OF LOT 7 OF THE PLAT OF THE OSWALD SITTLER
FARM, IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 10
EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF
RECORDED SEPTEMBER 17, 1943 AS DOCUMENT 453601 IN DUPAGE COUNTY, ILLINOIS.

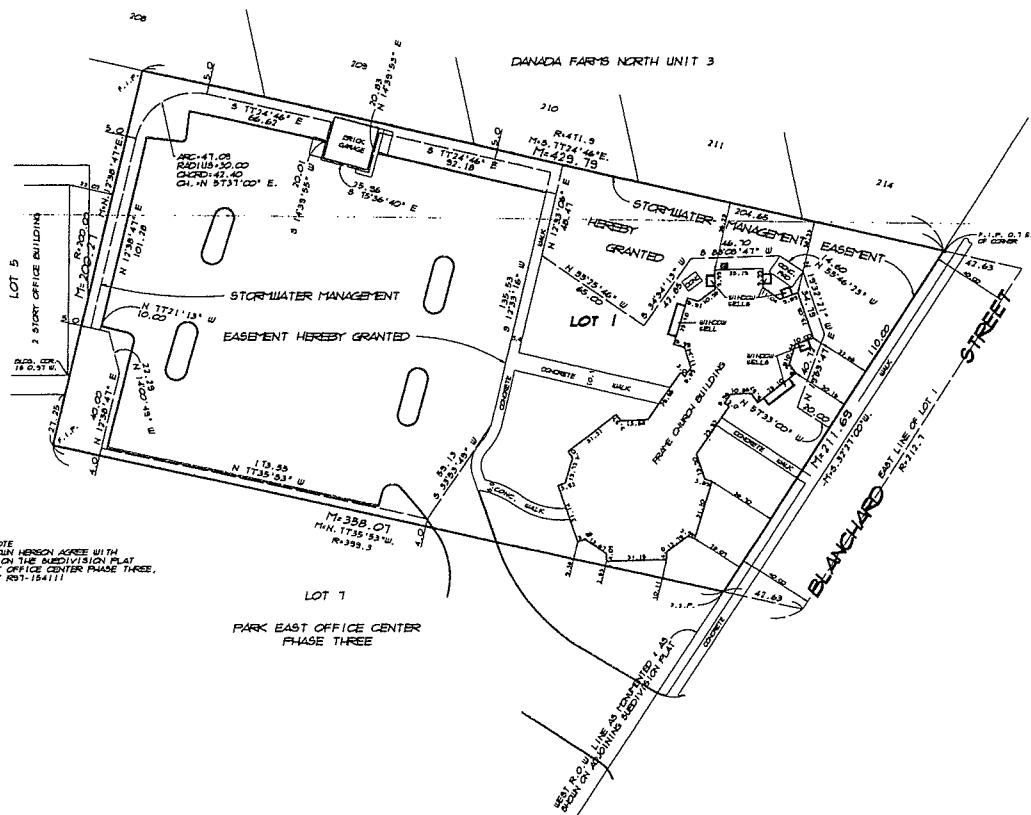
P.I.N.: 05-28-200-028

N
W E
SCALE: 1" = 30 FEET

PLAT OF STORMWATER MANAGEMENT EASEMENT GRANT

OVER LOT 1 (EXCEPT THE EASTERLY 48.8 FT. AS MEASURED AT RIGHT ANGLES) IN BALDWIN SEARS 1ST ALI ASSESSMENT PLAT OF PART OF LOT 7 OF THE PLAT OF THE OSHAWA SITTLER FARM, IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1943 AS DOCUMENT #53681 IN DU PAGE COUNTY, ILLINOIS.

P.I.N. 05-28-288-028



COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS / 1 SS.
COUNTY OF DU PAGE /

THIS INSTRUMENT, NO. _____, HAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 2011, AT _____ O'CLOCK _____.

COUNTY RECORDER.

MAYOR AND CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS / 1 SS.
COUNTY OF DU PAGE /

MAYOR AND CITY COUNCIL OF THE CITY OF WHEATON, COUNTY OF DU PAGE, STATE OF ILLINOIS, HEREBY CERTIFY THAT THE SAID COUNCIL HAS DULY APPROVED THIS PLAT OF EASEMENT GRANT ATTACHED HERETO BY RESOLUTION NO. _____, DULY AUTHENTICATED AS PASSED THIS _____ DAY OF _____, 2011.

ATTEST: CITY CLERK

MAYOR

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS / 1 SS.
COUNTY OF DU PAGE /

THIS IS TO CERTIFY THAT ME, STEINBRECHER LAND SURVEYORS, INC., PROFESSIONAL LAND SURVEYING FIRM NO. 184-883126, HAVE PREPARED THE ANNEXED PLAT FOR THE PURPOSES OF GRANTING AN EASEMENT FOR STORMWATER MANAGEMENT.

WEST CHICAGO, ILLINOIS, NOVEMBER 8, 2011.

STEINBRECHER LAND SURVEYORS, INC., BY

Richard J. Steinbrecher
RICHARD J. STEINBRECHER
PROFESSIONAL LAND SURVEYOR NO. 3583
MT LICENSE EXPIRES NOVEMBER 30, 2012.

Steinbrecher Land Surveyors, Inc.
Professional Land Surveying
Dodge Fire Corporation No. 184-00108
141 1/2 N. Main Street • West Chicago, IL 60185-2844
(800) 293-8900 Fax 203-8902



PREPARED FOR:
WHEATON CHINESE ALLIANCE CHURCH
1748 S. BLANCHARD ROAD
WHEATON, IL 60189

SUBMITTED BY & RETURN TO:
CITY OF WHEATON
303 N. WESLEY STREET
WHEATON, IL 60187

OWNER'S CERTIFICATE

STATE OF ILLINOIS / 1 SS.
COUNTY OF DU PAGE /

THIS IS TO CERTIFY THAT WHEATON CHINESE ALLIANCE CHURCH, IS THE HOLDERS OF RECORD TITLE TO THE PROPERTY SHOWN AND DESCRIBED ON THE ANNEXED PLAT AND HAVE CAUSED THE SAME TO BE PLATTED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED THIS 1st DAY OF NOVEMBER, 2011.

Sammy Luk
SAMMY LUK, TREASURER

Rich
SEE, G.M., ASSISTANT TREASURER

NOTARY'S CERTIFICATE

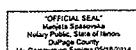
STATE OF ILLINOIS / 1 SS.
COUNTY OF DU PAGE /

I, HADDOCK, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT SAMMY LUK AND G.M., PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ADORNED WITH THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF WHEATON CHINESE ALLIANCE CHURCH FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS 1st DAY OF NOVEMBER, 2011.

MT COMMISSION EXPIRES: 12/1/2014

Rich
NOTARY PUBLIC



STORMWATER MANAGEMENT EASEMENT PROVISIONS

THE EASEMENT, INDICATED AS STORMWATER MANAGEMENT EASEMENT, IS RESERVED FOR AND GRANTED TO THE CITY OF WHEATON AND ITS SUCCESSORS AND ASSIGNS ON A NON-EXCLUSIVE BASIS. NO BUILDINGS SHALL BE PLACED ON SAID EASEMENT BUT THE SAME MAY BE USED FOR OTHER PURPOSES THAT DO NOT ADVERSELY AFFECT THE STORAGE/FREE FLOW OF STORMWATER. EACH OWNER OR SUBCONTRACTOR OF THE EASEMENT, OR ITS SUCCESSORS AND ASSIGNS, SHALL MAINTAIN THE EASEMENT IN A MANNER SO THAT IT SHALL NOT DESTROY OR MODIFY GRADES OR SLOPES WITHOUT FIRST HAVING RECEIVED WRITTEN APPROVAL FROM THE CITY OF WHEATON.

IN THE EVENT ANY OWNER OR SUBSEQUENT PURCHASER FAILS TO MAINTAIN ANY SUCH EASEMENT/STORMWATER MANAGEMENT FACILITY, THE CITY OF WHEATON, ILLINOIS, SHALL UPON THIRTY (30) DAYS WRITTEN NOTICE OF THE OWNER OUTLINING THE NATURE AND DEFECTS OF THE OWNER'S DEFAULT, THAT THE OWNER SHALL NOT HAVE CURED SAID DEFECTS, SHALL RESERVE THE RIGHT TO REMOVE THE SAME AT THE PURCHASER'S EXPENSE. IN THE EVENT THAT THE PURCHASER FAILS TO MAINTAIN THE EASEMENT, THE CITY OF WHEATON MAY TAKE THE NECESSARY ACTION TO MAINTAIN THE EASEMENT AND RECOVER THE COSTS OF MAINTENANCE. IN THE EVENT THAT THE PURCHASER FAILS TO MAINTAIN THE EASEMENT, THE PURCHASER SHALL BE LIABLE FOR THE COSTS OF MAINTENANCE AND REPAIRS TO THE EASEMENT, AS WELL AS THE COSTS OF MAINTENANCE AND REPAIRS TO THE PROPERTY OF THE CITY OF WHEATON. IN THE EVENT THAT THE PURCHASER FAILS TO MAINTAIN THE EASEMENT, THE PURCHASER SHALL BE LIABLE FOR THE COSTS OF MAINTENANCE AND REPAIRS TO THE EASEMENT, AS WELL AS THE COSTS OF MAINTENANCE AND REPAIRS TO THE PROPERTY OF THE CITY OF WHEATON.

IN THE EVENT THE CITY OF WHEATON, ILLINOIS, SHALL BE REQUIRED TO PERFORM OR HAVE PERFORMED ON IT'S BEHALF ANY MAINTENANCE WORK TO OR UPON ANY SUCH FACILITY OR EASEMENT AREA, THE COST TOGETHER WITH AN ADDITIONAL SUM OF TEN (10%) PERCENT OF SAID COST SHALL BE ASSESSED TO THE OWNER OR IT'S SUCCESSORS AND ASSIGNS AND SHALL CONSTITUTE A LIEN AGAINST THE PROPERTY WHICH MAY BE ENFORCED BY ANY ACTION BROUGHT BY OR ON BEHALF OF THE CITY OF WHEATON.

