

## RESOLUTION R-24-12

### A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT OF EASEMENT TO NICOR GAS COMPANY ON CITY PROPERTY LOCATED AT 1734 N. MAIN STREET

**WHEREAS**, the City of Wheaton is desirous of constructing a flood control project for North Main Street, between Cole Avenue and Park Circle ("Project"); and

**WHEREAS**, as part of the Project it is necessary to have a natural gas pipeline relocated by Nicor Gas Company due to conflicts with the construction of the Project; and

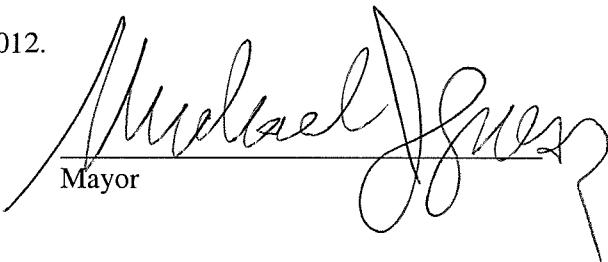
**WHEREAS**, Nicor Gas Company has requested the City grant an easement on property owned by the City located at 1734 N. Main Street for the purpose of relocating the natural gas pipeline from the Main Street right-of-way to the proposed easement; and

**WHEREAS**, the Mayor and City Council has determined that granting the easement is in the best interests of the City of Wheaton.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Wheaton does hereby grant to Nicor Gas Company, its successors and assigns, a perpetual, non-exclusive easement for the purposes, and on the premises as described in the Grant of Easement attached to this resolution.

**IT IS FURTHER RESOLVED THAT** the Mayor is authorized to sign the Grant of Easement and the City Clerk is authorized and directed to attest to the signature of the Mayor and attach a certified copy of this resolution to the Grant of Easement.

**ADOPTED** this 2<sup>nd</sup> day of April, 2012.

  
\_\_\_\_\_  
Michael Gresk  
Mayor

ATTEST:

  
\_\_\_\_\_  
Sean Bennett Ives  
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

Sec 9	T39N	R10E Third PM
Milton Twp		DuPage Co.
Central File #		
WO		Pcl: 2 - 8.93R
PIN: 05-09-106-027		

**GRANT OF EASEMENT TO  
NICOR GAS**

That CITY OF WHEATON, an Illinois Home Rule Community, its successors and assigns (hereinafter individually and collectively referred to as "Grantor"), for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable considerations, in hand paid by NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, doing business as NICOR GAS COMPANY (hereinafter "Grantee"), the sufficiency thereof and receipt of which is hereby acknowledged, does hereby give and grant unto said Grantee, its successors and assigns, a perpetual, non-exclusive easement and right-of-way for the purpose of laying, maintaining, operating, renewing, replacing and removing gas mains and any necessary facilities appurtenant thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"):

The East 15' of Lot 5 (Except the South 100' thereof), the East 15' of Lot 6 and East 15' of Lot 7 all in McGrath and Griffin's Resubdivision of part of the Northwest 1/4 of Section 9, Township 39 North, Range 10 East of the Third Principal Meridian, according to the plat of said Resubdivision recorded June 21, 1966 as Document R66-23309, in Du Page County, Illinois, together with reasonable right of access thereto for said purposes.

Grantee shall restore all that portion of Grantor's property, damaged and/or disturbed by Grantee during the original installation of Grantee's Facilities on the Easement Premises and during any subsequent, maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting Grantee agrees that it shall perform all such restoration in a timely manner.

The Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants (hereinafter "Indemnified Parties") harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, except that in no event shall Grantee be responsible or indemnify, defend or hold harmless for any special or consequential damages.

Grantee agrees that if at some future time Grantor requests a relocation of Grantees Facilities from the Permanent Easement to a comparable permanent easement, based upon a reasonable public need, the Grantee shall relocate Grantee's Facilities to the comparable permanent easement at Grantee's cost.

Grantor represents and warrants to the Grantee that the Grantor is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set his, her, its, their hands and seals this

2<sup>nd</sup> day of APRIL, A.D., 2012.

CITY OF WHEATON



(signature)

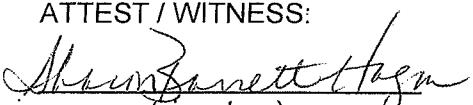
MICHAEL J. GRESK

(print name)

MAYOR

(title)

ATTEST / WITNESS:



(signature)

SHARON BARRETT-HAGEN

(print name)

CITY CLERK

(title)

This document prepared by:  
Nicor Gas (DLS)  
Real Estate Department  
1844 Ferry Road  
Naperville, Illinois

Property address:  
1734 N. Main St.  
Wheaton, IL 60187

STATE OF Illinois )  
COUNTY OF DuPage ) SS

I, Sara Bemer, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael J. Friesk, personally known to me to be the Mayor of the CITY OF WHEATON, an Illinois Home Rule Community, and Sharon Barrett-Hagen personally known to me to be the City Clerk of said entity, and 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 severally acknowledged that as such Mayor and City Clerk, they signed, sealed and delivered the said instrument, and caused the corporate seal of said entity to be affixed thereto, as their free and voluntary act, and as the free and voluntary act of said entity for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2<sup>nd</sup> day of April, A.D., 2012.

Sara Bemer

Notary

My Commission Expires:

5-6-2015

