

## RESOLUTION R-64-12

**A RESOLUTION APPROVING A  
GRANT OF TEMPORARY CONSTRUCTION EASEMENT  
AND A GRANT OF PERMANENT EASEMENT  
FOR THE NORTH MAIN STREET FLOOD CONTROL PROJECT  
(Medical Office Building)**

**WHEREAS**, the City of Wheaton, DuPage County, Illinois is desirous of constructing a public flood control project along and within Winfield Creek at North Main Street, between Cole Avenue and Park Circle (“Project”); and

**WHEREAS**, Central DuPage Health is the owner of a parcel of property at 1800 N. Main Street improved with a medical office building (“Owners Parcel”); and

**WHEREAS**, the City desires to secure from the Owner a temporary construction easement to utilize a portion of the Owners Parcel for the purpose of designing, engineering, restoring and constructing, and reconstructing a portion of the owners parking lot in conjunction with the Project; and

**WHEREAS**, the owner agrees to accept from the City a permanent construction and maintenance easement for the perpetual reasonable maintenance and repair of the owners parking lot; and

**WHEREAS**, the Owner has presented a temporary construction easement grant and a permanent construction and maintenance easement grant to the City for approval.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Wheaton, Illinois, that the Grant of Temporary Construction Easement from Central DuPage Health to the City of Wheaton and Grant of Permanent Construction and Maintenance Easement from the City of Wheaton to Central DuPage Health for Parking Restoration Work signed by the Owner and dated June 6, 2012, 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 Easement Grant.

**ADOPTED** this 20<sup>th</sup> day of August, 2012.

Mayor

ATTEST:

Shawn Bennett Hope  
City Clerk

### Roll Call Vote

Ayes: Councilman Scalzo  
Councilman Suess

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

Motion Carried Unanimously

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM CENTRAL DUPAGE  
HEALTH TO THE CITY OF WHEATON AND GRANT OF PERMANENT CONSTRUCTION  
AND MAINTENANCE EASEMENT FROM THE CITY OF WHEATON TO CENTRAL  
DUPAGE HEALTH FOR PARKING RESTORATION WORK**

THIS GRANT OF EASEMENT ("Grant"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by Central DuPage Health (hereinafter "CENTRAL DUPAGE") ("Owner") to the City of Wheaton, DuPage County, Illinois, a municipal cooperation, having principal offices at 303 W. Wesley Street, Wheaton, Illinois 60187 ("CITY") and by the CITY to CENTRAL DUPAGE:

**RECITALS:**

A. Owner is the owner in fee title to the real estate legally described and depicted on Exhibit "A" ("Owners Parcel"); and

B. CITY desires to secure a temporary construction easement to utilize a portion of the Owners Parcel, as depicted on Group Exhibit "B" ("Easement Premises"), for the purpose of designing, engineering, restoring and constructing, and reconstructing a portion of the Owners parking lot appurtenant improvements ("Temporary Easement") in compliance with those plans and specifications identified and incorporated herein by reference in Exhibit "C" ("Plans and Specifications") (hereinafter the "Work")

C. Owner agrees to grant the CITY the Temporary Easement to perform the Work; and

D. CENTRAL DUPAGE agrees to accept the permanent construction and maintenance easement from the CITY granting CENTRAL DUPAGE, perpetual reasonable maintenance and repair of the parking area ("Permanent Easement"); and

E. The location and dimensions of the Temporary Easement and Permanent Easement are described and depicted on Group Exhibit "B"; and

F. Nothing in this grant of easement shall be interpreted to grant the City an easement for purposes of work directly related to the North Main Street Flood Control Project.

Now therefore in consideration of the benefits to be derived from the Project for the Owners Parcel and other valuable considerations as recited herein, the sufficiency and receipt of which are hereby acknowledged, the CITY and CENTRAL DUPAGE hereby agree as follows:

**GRANT OF TEMPORARY EASEMENT**

1. The foregoing recitals are incorporated herein as representing the intent of the Parties and as substantive terms and conditions of this Agreement.

2. CENTRAL DUPAGE hereby grants and the CITY accepts Temporary Easement to perform and complete the Work.

3. The Work shall be performed by the CITY and/or its agents, contractors, employees, successors and assigns, at the CITY's sole expense, in full compliance with the Plans and Specifications and shall be carried out in a prompt, professional, first class and workmanlike manner.

4. All existing improvements located within the Temporary Easement granted by CENTRAL DUPAGE to the CITY which are disturbed, damaged or removed as a result of the Work shall be repaired, replaced or restored by the City, at its sole expense, consistent with their preexisting condition or if new in compliance with the Plans and Specifications.

5. Construction access to the Work including delivery of materials and labor shall be permitted by CENTRAL DUPAGE through the Owner's parking lot as depicted on Exhibit "D". The City shall notify the Owners in writing no less than thirty (30) days prior to commencement of the Work to enable the Owners to undertake any efforts to notify its customers of the anticipated Work. The Owners and City staff shall inspect the Owners premises no less than seven (7) days prior to the City or its contractors occupying the Temporary Easement to memorialize the pre-Project condition of the Owners Parcel.

6. The CITY, its contractors, successors and assigns, shall indemnify, defend and hold harmless Grantor from all liability, claims and expenses, including reasonable attorney's fees, for injury to person or Owners Parcel occasioned directly or indirectly as a result of any act or omission by the CITY, or any person or entity acting by, through, or under the CITY for their activities on or within the Owners Parcel. The CITY shall require all of its contractors performing work within the Easement Premises at all time during the term of this Temporary Easement to carry broad form general insurance with combined single limit coverage of not less than \$2,000,000.00, naming Grantor as an additional insured thereunder.

7. The Temporary Easement granted by CENTRAL DUPAGE to the CITY shall automatically, and without further action by any party, expire and be of no further force and effect upon completion of the Project.

#### **GRANT OF PERMANENT EASEMENT**

The terms and conditions of the Permanent Easement shall be as follows:

1. The CITY hereby grants to CENTRAL DUPAGE a Permanent Easement over that portion of the Water Course Parcel as depicted on Group Exhibit B to for the right and authority to establish operate and maintain, construct, design, survey, reconstruct, or repair, a paved parking surface and appurtenant improvements. The CITY shall have no obligation after the Project is completed to maintain or repair, or reconstruct the parking surface or appurtenant improvements.

2. CENTRAL DUPAGE, its contractors, successors and assigns, shall indemnify, defend and hold harmless Grantor from all liability, claims and expenses, including reasonable attorney's fees, for injury to person or City property occasioned directly or indirectly as a result of any act or omission by CENTRAL DUPAGE, or any person or entity acting by, through, or under CENTRAL DUPAGE, for their activities on or within the Permanent Easement. CENTRAL DUPAGE shall require all of its contractors performing work within the Easement Premises at all time during the term of this Permanent Easement to carry broad form general insurance with combined single limit coverage of not less than \$2,000,000.00, naming Grantor as an additional insured thereunder.

3. Any notice required or desired to be given under these Grants shall be in writing and shall be deemed to have been given when delivered personally, on the date of confirmed facsimile transmission, or on the date deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Owners: Central DuPage Health  
Property Management Division  
1800 N. Main Street  
Wheaton, Illinois 60187  
Fax no. (630) 614-4899

If to City: City of Wheaton  
303 W. Wesley Street  
PO Box 727  
Wheaton, IL 60187-0727  
Attn: Director of Engineering  
Fax no. (630) 260-2195

Or to other such address as either party may from time to time specify in writing to the other in accordance with the terms hereof.

4. Except as otherwise provided herein, this Grant may be amended or modified by, and only by, a written instrument duly authorized and executed by the parties hereto.

5. This Grant shall be governed by the laws of the State of Illinois.

6. This Agreement may only be modified in writing executed by both the Owners and CITY.

**IN WITNESS WHEREOF**, Owner has executed this indenture this 6<sup>th</sup> day of June, 2012.

**OWNERS:**

CENTRAL DUPAGE HEALTH

By: James T. Spear  
Title: James T. Spear  
Executive VP & CFO

Attest: John J. Gay  
Title: Director - Business Development

## MUTUAL ACCEPTANCE OF EASEMENTS

The above and foregoing Grant of Temporary Construction Easement, and Permanent Easement and the terms and conditions set forth therein are hereby approved and accepted by the undersigned. Following execution by the parties this instrument shall be recorded by the City of Wheaton Clerk at the City of Wheaton's expense.

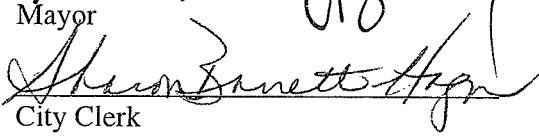
City of Wheaton, an Illinois municipal corporation

By:

  
Michael J. Jones

Mayor

Attest:

  
Sherron Bennett

City Clerk

**Exhibit "A"**

**Legal Description (CDH Medical Office Building-Central DuPage Health)**

THAT PART OF LOT 3 IN BLOCK 5 OF ARTHUR T. MCINTOSH AND COMPANY'S GENEVA ROAD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9 TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 26, 1924 AS DOCUMENT NUMBER 179449 AND CERTIFICATION OF CORRECTION RECORDED AUGUST 5, 1924 AS DOCUMENT NUMBER 180974. AND THAT PART OF LOT 3 IN THE CHALBERG PERRY SUBDIVISION BEING A SUBDIVISION IN SAID NORTHWEST QUARTER OF SECTION 9, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1979 AS DOCUMENT NUMBER R1979-093196 IN DUPAGE COUNTY, ILLINOIS.

PIN NUMBERS: 05-09-106-004 AND 05-09-106-021

LEGAL DESCRIPTION (TEMPORARY EASEMENT-CENTRAL DUPAGE HOSPITAL):

THAT PART OF LOT 3 IN BLOCK 5 OF ARTHUR T. MCINTOSH AND COMPANY'S GENEVA ROAD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 26, 1924 AS DOCUMENT NO. 179449 AND CERTIFICATE OF CORRECTION RECORDED AUGUST 5, 1924 AS DOCUMENT NO. 180974 AND THAT PART OF LOT 3 IN CHALBERG PERRY SUBDIVISION, BEING A SUBDIVISION IN SAID NORTHWEST QUARTER OF SECTION 9, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1979 AS DOCUMENT NO. R1979-093196 IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3 IN BLOCK 5; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 3 IN BLOCK 5, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 52.46 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 16 MINUTES 06 SECONDS WEST, 324.53 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3 IN CHALBERG PERRY SUBDIVISION; THENCE NORTH 00 DEGREES 34 MINUTES 16 SECONDS WEST, 20.00 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 16 MINUTES 06 SECONDS EAST, 324.53 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3 IN BLOCK 5; THENCE SOUTH 00 DEGREES 34 MINUTES 15 SECONDS EAST, 20.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

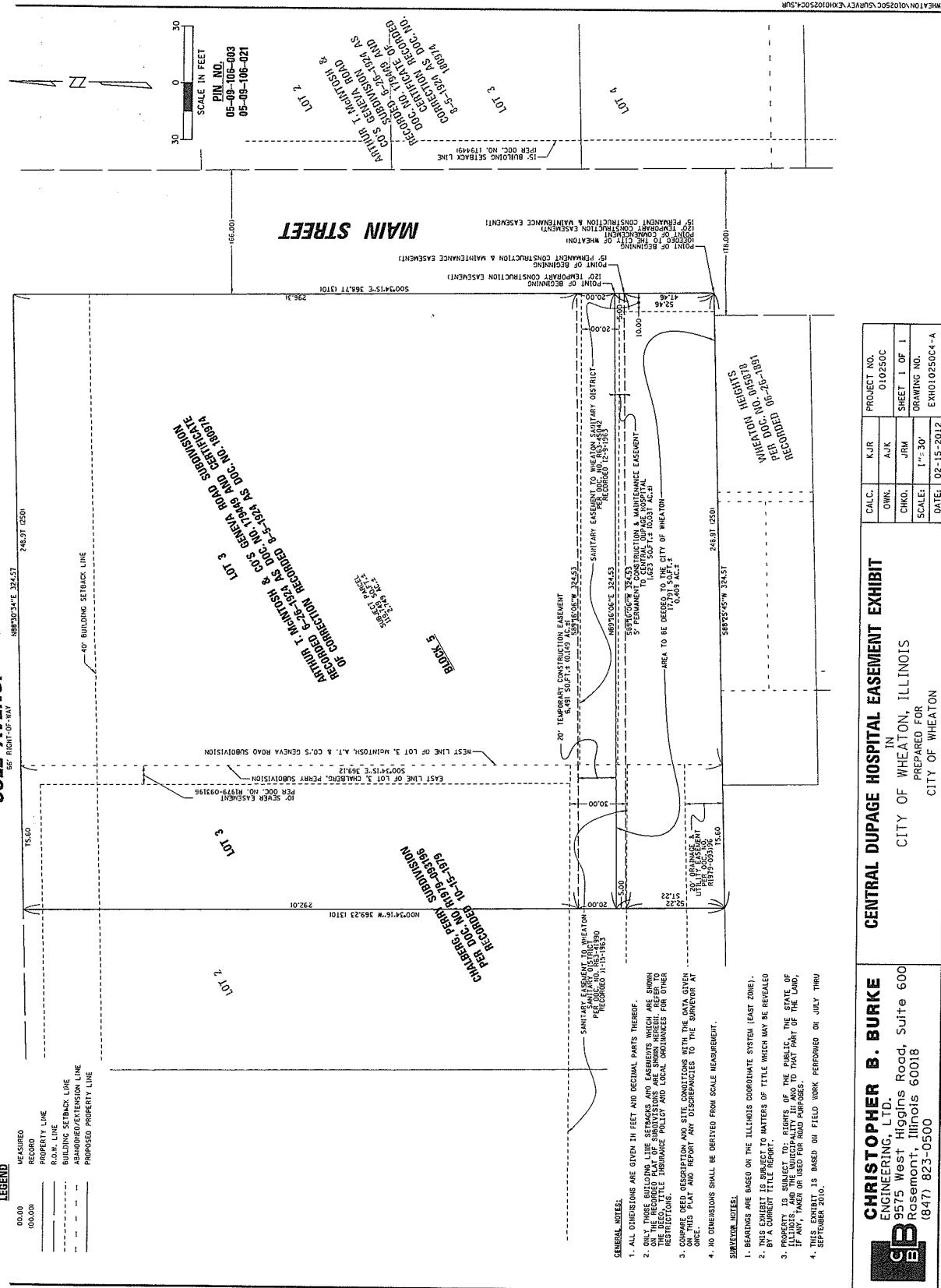
LEGAL DESCRIPTION (CONSTRUCTION AND MAINTENANCE EASEMENT-CENTRAL DUPAGE HOSPITAL):

THAT PART OF LOT 3 IN BLOCK 5 OF ARTHUR T. MCINTOSH AND COMPANY'S GENEVA ROAD SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 26, 1924 AS DOCUMENT NO. 179449 AND CERTIFICATE OF CORRECTION RECORDED AUGUST 5, 1924 AS DOCUMENT NO. 180974 AND THAT PART OF LOT 3 IN CHALBERG PERRY SUBDIVISION, BEING A SUBDIVISION IN SAID NORTHWEST QUARTER OF SECTION 9, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 15, 1979 AS DOCUMENT NO. R1979-093196 IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3 IN BLOCK 5; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 3 IN BLOCK 5, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 47.46 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 16 MINUTES 06 SECONDS WEST, 324.53 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3 IN CHALBERG PERRY SUBDIVISION; THENCE NORTH 00 DEGREES 34 MINUTES 16 SECONDS WEST, 5.00 FEET ALONG SAID WEST LINE; THENCE NORTH 89 DEGREES 16 MINUTES 06 SECONDS EAST, 324.53 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3 IN BLOCK 5; THENCE SOUTH 00 DEGREES 34 MINUTES 15 SECONDS EAST, 5.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.



Group Exhibit "B"



C

C

C

# COLE AVENUE

EE

RIGHT-OF-WAY

NE 2034 E 324.51

748.37 2801

## LEGEND

00.00	MEASURED
RECORD	GIS PROPERTY LINE
PROPERTY LINE	
R.O.W. LINE	
BUILDING SETBACK LINE	
ABANDONED/EXTENSION LINE	
PROPOSED PROPERTY LINE	

### GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE DEED, TITLE INSURANCE POLICY AND LOCAL GOVERNMENT RECORDS ARE TO BE CONSIDERED AS RESTRICTIVE.
3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAN AND REPAIR ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
5. CONTRACTOR/DEVELOPER SHALL NOTIFY J.U.L.I.E. AT 1-800-882-0123 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.
6. LOCATIONS OF EXISTING UNDERGROUND UTILITIES, OBSTRUCTIONS AND AVAILABLE SIGHT LINE ARE THE PROPERTY OF THE OWNER OF THE LAND. THE CONTRACTOR/DEVELOPER IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND UTILITIES/PROTECTIONS SYSTEMS, WHETHER OR NOT SHOWN HEREIN.

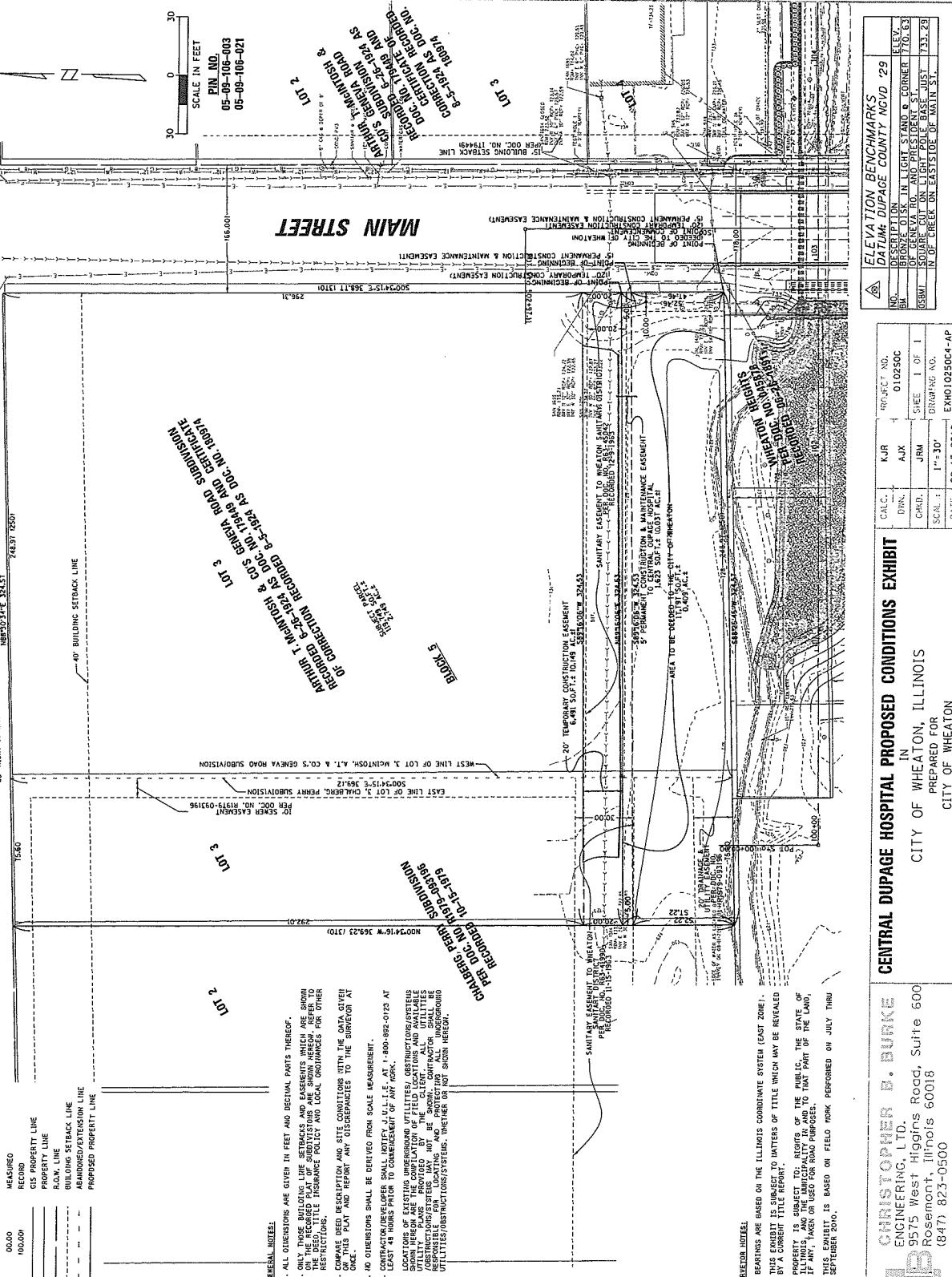
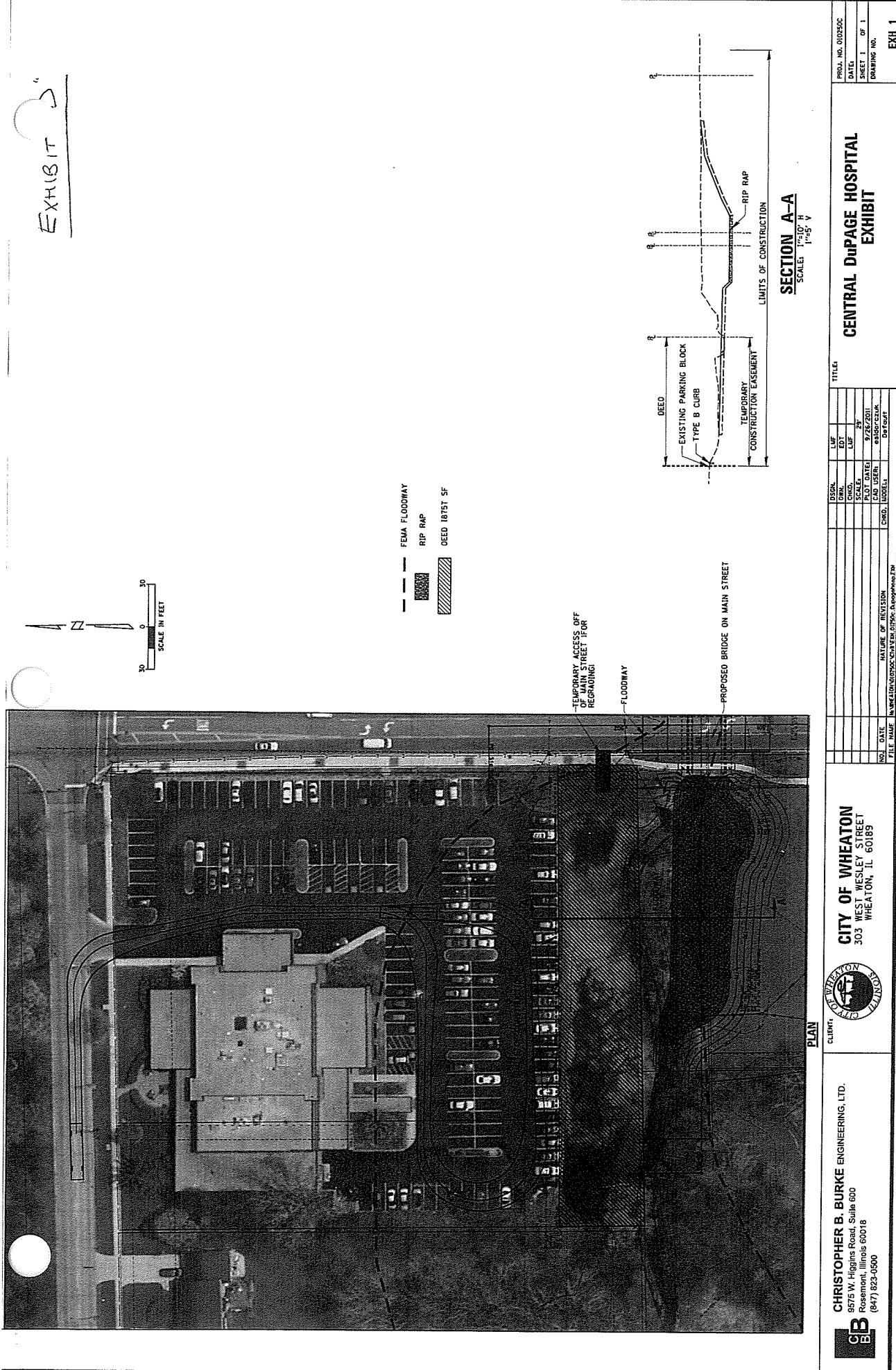




EXHIBIT J



C

C

O