

RESOLUTION R-11-13

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A CONTRACT FOR THE PURCHASE OF REAL ESTATE
AND CONVEYANCE OF PERMANENT EASEMENT
FOR THE NORTH MAIN STREET FLOOD CONTROL PROJECT
(Car Service Center)**

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

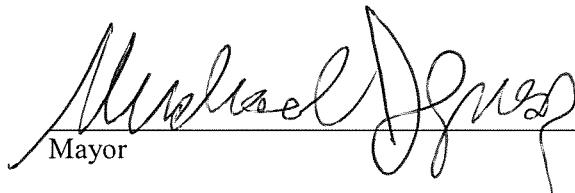
WHEREAS, Oxford Bank and Trust under Trust Agreement dated July 24, 1997 and known as Trust No. 582 ("Trust") is the owner of a parcel of property at 1801 N. Main Street improved with a car service center ("Owners Parcel"); and

WHEREAS, Trust desires to convey a portion of the Owners Parcel containing Winfield Creek and a strip of land continuous to Winfield Creek in order to absolve itself of further responsibility for same; and

WHEREAS, the City is willing to accept title to the conveyed parcel to facilitate and manage surface drainage in the area.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to execute a certain contract to purchase real estate and conveyance of permanent easement with Trust; and the City Clerk is authorized to attest to the signature of the Mayor.

ADOPTED this 19th day of February, 2013.



Michael J. Gresk
Mayor

ATTEST:



Sean Bennett Hagan
City Clerk

Roll Call Vote

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

Motion Carried Unanimously



CONTRACT FOR THE PURCHASE OF REAL ESTATE and
CONVEYANCE OF PERMANENT EASEMENT

RECITALS

WHEREAS, Oxford Bank and Trust under Trust Agreement dated July 24, 1997 and known as Trust 582, (hereinafter "TRUST") are the owners of a certain parcel of land legally described as:

LOT 4 AND THE NORTH 18 FEET OF LOT 5 IN BLOCK 4 IN 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 IN DUPAGE COUNTY, ILLINOIS, AND BEARING PIN NUMBERS: 05-09-108-039 AND 05-09-108-040 (hereinafter the "Owners Parcel"); and

WHEREAS, Winfield Creek borders the southern edge of the Owners Parcel; and

WHEREAS, the City of Wheaton, (hereinafter "CITY") intends to construct a flood control project and appurtenant improvements along and within Winfield Creek which will benefit the Owners Parcel by mitigating, but not eliminating, flooding (hereinafter "Drainage Improvements"); and

WHEREAS, TRUST desires to convey a portion of the Owners Parcel containing Winfield Creek and a strip of land contiguous to Winfield Creek (hereinafter "Water Course Parcel") to the CITY for the Drainage Improvements; and

WHEREAS, the CITY is willing to accept title to the Water Course Parcel to facilitate and manage and enhance surface drainage in the area.

WHEREAS, the CITY upon conveyance to it of the Watercourse Parcel shall convey to TRUST a ten (10) foot permanent construction, maintenance and parking use easement as depicted on Exhibit 2 over and upon the Water Course Parcel, to allow vehicular parking, vehicular movements and for the construction and maintenance of the parking use area.

NOW THEREFORE, based upon the foregoing recitals and in consideration of the benefits to be derived from the Drainage Improvements for the Owners Parcel, and all other good and valuable considerations recited herein, the sufficiency and receipt of which are hereby acknowledged, TRUST and the CITY agree as follows:

1. The foregoing recitals are incorporated herein as representing the intent of the parties and substantive covenants.

2. TRUST, as owner of the Owners Parcel, hereby agrees to deed to the CITY for the price of ten (\$10.00) dollars and for the further considerations described herein, on the terms and conditions set forth herein, the Water Course Parcel legally described in Exhibit 1 attached hereto and incorporated herein as if fully set forth, by recordable warranty deed subject only to the following:

- A. General real estate taxes for the years 2011 and subsequent years;
- B. Special assessments not due and payable as of the date of closing;
- C. Building, building line and use or occupancy restrictions, conditions and covenants of record that do not restrict the CITY's ability to use the Owners Parcel for the CITY's statutory purposes; zoning laws and ordinances; easements for public utilities; and drainage ditches, feeders, laterals, and drain tile, pipe or other conduit.

3. The CITY shall obtain a title commitment and pay for all title charges, recording charges and surveys associated with the deeding of the Water Course Parcel. TRUST shall reasonably cooperate with the CITY to furnish as soon as reasonably possible any prior title policy, survey and related documents in TRUST possession to facilitate the closing.

4. TRUST hereby agrees to pay the first and second installment of 2011 real estate taxes for the Owners Parcel and 2012 real estate taxes on the Owners Parcel through the date that is deeded to the CITY.

5. If there is financing applicable to the Watercourse Parcel TRUST shall secure the lenders release deed for transfer of the Watercourse Parcel to the CITY prior to closing.

6. Upon tender of the deed for the Water Course Parcel, the CITY shall convey a permanent parking area construction, maintenance and parking use easement to TRUST along the north eight (8) feet of the Water Course Parcel to allow TRUST to maintain and replace paved parking surfaces located on the Owners Parcel and on the Water Course Parcel, as depicted in the legal description attached hereto and incorporated herein as Exhibit 2. A copy of the Grant of Permanent Construction, Maintenance and Parking Use Easement including its legal description, which shall be recorded after the recording of the deed for the Water Course Parcel, is attached hereto and incorporated herein as Exhibit 2. The deed of conveyance and the grant of easement shall be tendered by the Parties simultaneously at closing and shall be recorded by the CITY'S title agent at the CITY'S sole costs and expense.

7. Upon completion of the Drainage Improvements on the Watercourse parcel the CITY at its sole expense shall restore, to the same or better condition, the parking lot improvements existing on Watercourse Parcel as of the date of the signing of this contract by the CITY. After the completion of this work, construction and maintenance of the parking improvements on the Permanent Easement shall be the sole responsibility of TRUST or any successor owner.

8. Closing shall occur within thirty (30) days from the date of signing of this Contract by the Mayor of the CITY, unless otherwise agreed to by the parties. The closing shall occur at the offices of the CITY's corporate counsel, Walsh, Knippen, Knight & Pollock, Chtd., 2150 Manchester Road, Suite 200, Wheaton, Illinois 60187, or at such other location agreed by the Parties. Possession shall be delivered to the CITY at closing. The easements shall become effective upon recording of the deed for the Water Course. All documents shall be recorded by the CITY's Title Insurer at the CITY'S expense. TRUST agrees that it will take no action to change the physical condition of the real estate between the date of signing this Contract and the date of closing.

9. If the title commitment discloses unpermitted exceptions, TRUST shall have thirty (30) days from the date of the CITY's written request to have the exceptions removed from the commitment or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be thirty five (35) days after the CITY's written request or the time specified in Paragraph Six (6) hereof, whichever is later. If TRUST fails to have the exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, the CITY may terminate this Contract or may elect, upon notice to TRUST within ten (10) days after the expiration of the thirty (30) day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. In either instance neither party shall have any further obligations nor damage claims against the other.

10. The CITY shall reimburse the beneficiaries of the TRUST, Christos and Helen Biziros for reasonable attorney's fees associated with this Agreement and an attendant temporary easement agreement at closing of the sale to the CITY and transfer of attendant Easements.

11. During its work on the Watercourse and Owners parcels the CITY, at its sole cost, shall provide offsite parking for the TRUST's Tenants on the property commonly known as the former Dunkin Donuts which is located to the north and within the same block as the Watercourse and Owners Parcel.

12. As additional consideration for this Agreement the CITY, at its sole cost, shall resurface all parking and drive areas on the Owners Parcel at the time it resurfaces the Watercourse Parcel. The resurfacing shall be done in conformance with the CITY's Plans and Specifications for the project. The CITY will exercise reasonable efforts to minimize interference of the resurfacing with the TRUST's tenants operations.

13. All notices related to this Agreement whether required or discretionary shall be in writing and shall be deemed given if either (i) personally delivered, (ii) sent by registered or certified United State mail, postage prepaid, return receipt requested, or (iii) sent by a nationally recognized overnight courier service or by e-mail transmission acknowledged by the authorized recipient. Notices shall be served on the parties as follows:

SELLER:

Oxford Bank & Trust
1111 West 22nd Street
Oak Brook, Illinois 60523

and

Christos and Helen Bizios
21W041 Par Lane
Itasca, IL 60143

c: Constantine G. Tzamouranis
9631 W. 153rd Street
Suite 35
Orland Park, IL 60462

PURCHASER:

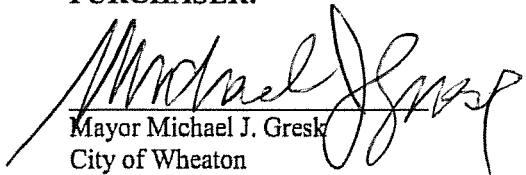
City of Wheaton
303 W. Wesley Street
Wheaton, Illinois 60187

c: City of Wheaton corporate counsel
Walsh, Knippen, Knight & Pollock
2150 Manchester Road, Suite 200
Wheaton, Illinois 60187
jim@wkkplaw.com

14. This Contract contains the entire agreement between the parties hereto. All negotiations between the parties are merged in this Contract, and there are no understandings or agreements other than those incorporated in this Contract.

15. No addition to, or modification of this Contract shall be effective unless fully set forth in writing and signed by both the TRUST and the CITY. The invalidity or unenforceability of any provision or provisions of this Contract shall not render any other provision or provisions invalid or unenforceable.

16. This Contract shall be construed in accordance with the laws of the State of Illinois. Exclusive jurisdiction for any action related to this Contract shall be the 18th Judicial Circuit Court, DuPage County, Illinois.

PURCHASER:

Mayor Michael J. Gresk
City of Wheaton

SELLER:

See signature page attached
hereto & made a part hereof

Oxford Bank & Trust, as Trustee under Trust
Agreement date July 24, 1997
and known as Trust No. 582

By: See signature page attached
Title: hereto & made a part hereof

ATTEST:

Sharon Barrett-Hagan, City Clerk
City of Wheaton

ATTEST:

By: _____
Title: _____

This Contract for the Purchase of Real Estate and Conveyance of Permanent Easement is executed by OXFORD BANK & TRUST, not personally but solely as Trustee under Trust Agreement dated July 24, 1997 and known as Trust No. 582, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All terms, provisions, stipulations, covenants and conditions to be performed by OXFORD BANK & TRUST are undertaken by it solely as Trustee, as aforesaid and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against OXFORD BANK & TRUST by reason of any of the terms, provisions, stipulations, covenants and conditions, and/or statements contained in this instrument.

IN WITNESS WHEREOF, OXFORD BANK & TRUST not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President/Trust Officer and Vice President this 4th day of February, 2013.

OXFORD BANK & TRUST, As Trustee
As aforesaid & Not Personally

ATTEST:

BY:

Kelly K. Baker
Vice President

Frank S. Monach
Vice President/Trust Officer

EXHIBIT 1

WATER COURSE PARCEL

LEGAL DESCRIPTION (FEE TITLE-CAR SERVICE):

THAT PART OF THE NORTH 18.00 FEET OF LOT 5 IN BLOCK 4 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 IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 5, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 88 DEGREES 30 MINUTES 34 SECONDS EAST, A DISTANCE OF 189.05 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 26 SECONDS EAST, 18.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 82.00 FEET OF SAID LOT 5; THENCE SOUTH 88 DEGREES 30 MINUTES 34 SECONDS WEST, 189.34 FEET ALONG SAID NORTH LINE TO A POINT ON THE WEST LINE OF SAID LOT 5; THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, 18.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

GRANT OF TEMPORARY ACCESS AND CONSTRUCTION EASEMENT FROM OXFORD BANK & TRUST, AS TRUSTEE, UNDER TRUST AGREEMENT DATED JULY 24, 1997 AND KNOWN AS TRUST NO. 582 TO THE CITY OF WHEATON AND GRANT OF PERMANENT CONSTRUCTION, MAINTENANCE AND PARKING EASEMENT FROM THE CITY OF WHEATON TO OXFORD BANK & TRUST, AS TRUSTEE, UNDER TRUST AGREEMENT DATED JULY 24, 1997 AND KNOWN AS TRUST NO. 582, CHRISTOS BIZIOS AND HELEN BIZIOS FOR PARKING RESTORATION WORK

THIS GRANT OF EASEMENT ("Grant"), made this ____ day of January, 2013, by the City of Wheaton, DuPage County, Illinois, a municipal cooperation, having principal offices at 303 W. Wesley Street, Wheaton, Illinois 60187 ("CITY") to Oxford Bank & Trust, as Trustee, under Trust Agreement dated July 24, 1997 and known as Trust No. 582 (hereinafter "Owner"):

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 access and construction easement to utilize a portion of the Owners Parcel, as depicted on Group Exhibit "B" ("Easement Premises"), for the purpose of designing, engineering, excavating, constructing, and restoring a flood control project and appurtenant improvements ("Temporary Easement") along and within Winfield Creek at, in, on and about its crossing with North Main Street ("Project") and in compliance with those plans and specifications identified and incorporated herein by reference in Exhibit "C" ("Plans and Specifications"); and

C. Owner agrees to grant the Temporary Easement; and

D. Owner desires to convey a portion of the Owners Parcel containing Winfield Creek and a strip of land contiguous to Winfield Creek (hereinafter "Water Course Parcel") in order to absolve themselves of further responsibility for the same; and

E. The CITY agrees to grant to Owner an eight (8) foot permanent construction, maintenance and parking easement from the Water Course Parcel for the 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

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 Owner hereby agree as follows:

TEMPORARY ACCESS AND CONSTRUCTION EASEMENT

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

2. Owner hereby grants a Temporary Easement to the City as depicted in Group Exhibit "B" to perform and complete the Project subject to the following terms and conditions. The City accepts the Temporary Easement. The Temporary Easement shall include a grant to perform and complete paving of the Owners private parking area depicted on Exhibit B. The City shall pay its contractor for any and all

cost and expenses associated with this paving. The paving on the Owner's private parking area shall be completed in conformance with the City's plans and specifications.

3. The Project 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. Upon the commencement of any portion of the Project which disturbs, damages or removes any of the improvements currently located on the Easement Premises ("Site Work") ("Work Commencement Date"), the City shall cause the Site Work to be completed within approximately ninety (90) days following the Work Commencement Date ("Completion Date"). The Completion Date may be extended due to events beyond the control of the City such as but not limited to, extraordinary weather conditions, labor strikes, restrictions on the delivery of critical materials, epidemics or cataclysmic events or unknown site conditions. The City shall notify the beneficiaries of the Owner in writing no less than thirty (30) days prior to the Work Commencement Date to enable them to undertake any efforts to notify its tenants of the anticipated Site Work. The beneficiaries of the Owner and City staff shall inspect the Owner's 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 Easement Premises. During the period of the Temporary Easement the Easement Premises will be posted by the City with "Keep Out" construction signs and the beneficiaries of the Owner shall only go onto the Easement Premises with the City Engineer or his designee. The City Engineer or his designee shall make themselves available to the beneficiaries of the Owner as may be reasonable during City business hours.

5. All existing improvements located within the Easement Premises which are disturbed, damaged or removed shall be repaired, replaced or restored by the City, at its sole expense, in compliance with the Plans and Specifications prior to the Completion Deadline.

6. The City, its contractors, successors and assigns, shall indemnify, defend and hold harmless Owner from all liability, claims and expenses, including reasonable attorney's fees, for injury to person or property 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 on the Easement Premises. 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 Owner as an additional insured thereunder.

7. The Temporary Easement 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 Owner a Permanent Easement over that portion of the Water Course Parcel as depicted on Group Exhibit B 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. Owner which in this context shall also include the beneficiaries of Trust 582, their contractors, successors and assigns, shall indemnify, defend and hold harmless the CITY 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 Owner, or any person or entity acting by, through, or under BIZIOS, for their activities on or within the Permanent Easement. Owner 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 the CITY 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: Oxford Bank & Trust
1111 West 22nd Street
Suite 800
Oak Brook, Illinois 60523

cc: Mr. Christos and Mrs. Helen Bizio
21 W 041 Par Lane
Itasca, Illinois 60143

If to City: City of Wheaton
303 W. Wesley Street
P.O. Box 727
Wheaton, Illinois 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 OWNER and CITY.

IN WITNESS WHEREOF, the City of Wheaton has executed this indenture.

OWNERS:

This instrument is executed by OXFORD BANK & TRUST not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by OXFORD BANK & TRUST are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against OXFORD BANK & TRUST by reason of any of the covenants, statements, representations or warranties contained in this instrument.

By:

Grace S. Naucler
Oxford Bank & Trust, as Trustee under Trust
Agreement dated July 24, 1997 and known as
Trust No.582.

Attest:

Kelly K. Dulan

MUTUAL ACCEPTANCE OF EASEMENTS

The above and foregoing Grant of Temporary Access and Construction Easement and Permanent Construction, Maintenance and Parking Easement and the terms and conditions set forth therein are hereby 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:



Karen Bennett Hagen

City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION (BIZIOS - CAR SERVICE CENTER):

LOT 4 AND THE NORTH 18 FEET OF LOT 5 IN BLOCK 4 IN 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 IN DUPAGE COUNTY, ILLINOIS.

1801 N. Main Street, Wheaton, IL 60187

P.I.N.: 05-09-108-039 and 05-09-108-040

GROUP EXHIBIT B
Page 1 of 5

LEGAL DESCRIPTION (FEE TITLE-CAR SERVICE):

THAT PART OF THE NORTH 18.00 FEET OF LOT 5 IN BLOCK 4 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 IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 5, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 88 DEGREES 30 MINUTES 34 SECONDS EAST, A DISTANCE OF 189.05 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 26 SECONDS EAST, 18.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 82.00 FEET OF SAID LOT 5; THENCE SOUTH 88 DEGREES 30 MINUTES 34 SECONDS WEST, 189.34 FEET ALONG SAID NORTH LINE TO A POINT ON THE WEST LINE OF SAID LOT 5; THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, 18.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (CONSTRUCTION, MAINTENANCE AND PARKING EASEMENT-CAR SERVICE):

THAT PART OF THE NORTH 8.00 FEET OF LOT 5 IN BLOCK 4 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 IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 5, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 88 DEGREES 30 MINUTES 34 SECONDS EAST, A DISTANCE OF 189.05 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 26 SECONDS EAST, 8.00 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 34 SECONDS WEST, 189.18 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5; THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, 8.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (TEMPORARY EASEMENT "A"-CAR SERVICE):

THAT PART OF LOT 4 AND 5 IN BLOCK 4 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 IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 4, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF SOUTH 00 DEGREES 34 MINUTES 15 SECONDS EAST, A DISTANCE OF 63.00 FEET TO A POINT OF BEGINNING; THENCE NORTH 88 DEGREES 30 MINUTES 34 SECONDS EAST, 226.00 FEET; THENCE SOUTH 01 DEGREES 29 MINUTES 26 SECONDS EAST, 55.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 82.00 FEET OF SAID LOT 5; THENCE SOUTH 88 DEGREES 30 MINUTES 34 SECONDS WEST, 37.55 FEET ALONG SAID NORTH LINE; THENCE NORTH 01 DEGREES 29 MINUTES 26 SECONDS WEST, 18.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 4; THENCE SOUTH 88 DEGREES 30 MINUTES 34 SECONDS WEST, 189.05 FEET ALONG SAID SOUTH LINE TO A POINT ON THE WEST LINE OF LOT 4; THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, 36.28 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (TEMPORARY EASEMENT "B"-CAR SERVICE):

THAT PART OF LOT 4 AND 5 IN BLOCK 4 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 IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 4, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 88 DEGREES 30 MINUTES 34 SECONDS EAST, A DISTANCE OF 39.93 FEET; THENCE SOUTH 01 DEGREES 37 MINUTES 00 SECONDS EAST, 40.45 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 10 SECONDS EAST, 99.34 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 15 SECONDS EAST, 22.15 FEET; THENCE SOUTH 88 DEGREES 30 MINUTES 34 SECONDS WEST, 140.02 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4; THENCE NORTH 00 DEGREES 34 MINUTES 15 SECONDS WEST, 63.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

