

ORDINANCE NO. O-2023-34

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE CITY OF WHEATON FOR THE TRANSFER OF REAL PROPERTY FROM THE COUNTY TO THE CITY

WHEREAS, the City of Wheaton, Illinois, ("City") is an Illinois Home Rule Municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the County of DuPage, Illinois ("County") is a body politic and corporate of the State of Illinois; and

WHEREAS, Illinois Prairie Path (the "Path") is a recreational path containing segments which run through portions of the City; and

WHEREAS, both the County and the City are considered a "municipality" as defined in the Local Government Property Transfer Act, 50 ILCS 605/.01 *et seq.*; and

WHEREAS, the County desires to transfer to the City, and the City desires to accept, the Carlton Avenue right-of-way, as well as portions of the Path along Carlton Avenue and Liberty Drive; and

WHEREAS, in conjunction with the transfer of the property, the City will grant easements to the County on and over the Path along Liberty Drive and Carlton Avenue to allow persons to continue to use the Path; and

WHEREAS, the County will improve the Path along Carlton Avenue with an eight-foot-wide concrete multi-use path; and

WHEREAS, the corporate authorities of the City find that it is necessary or convenient for it to use, occupy or improve the real estate held by the County of DuPage in the making of any public improvement or for any public purpose; and

WHEREAS, the corporate authorities of the City of Wheaton, DuPage County, Illinois find it reasonable, necessary and appropriate to enter into an Intergovernmental Agreement with the County of DuPage for the transfer of certain real property and maintenance responsibilities.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wheaton, Du Page County, Illinois, pursuant to its home rule powers, as follows:

Section 1: The recitals above are hereby incorporated into this Section 1 as though fully set forth herein.

Section 2: The Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to, the Intergovernmental Agreement between the City of Wheaton and the County of DuPage for the transfer of certain real property from the County to the City and to establish maintenance responsibilities for the Illinois Prairie Path; and that a copy of that certain Intergovernmental Agreement is on file with the City Clerk's office and is incorporated herein as if fully set forth as Exhibit A.

Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.



Mayor

ATTEST:



City Clerk

Roll Call Vote:

Ayes: Councilwoman Robbins
Councilman Weller
Councilman Barbier
Councilwoman Bray-Parker
Mayor Suess
Councilman Clousing

Nays: None
Absent: Councilman Brown

Passed: August 21, 2023
Published: August 22, 2023

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WHEATON AND COUNTY OF DUPAGE,
TO TRANSFER OWNERSHIP OF CARLTON AVENUE RIGHT-OF-WAY FROM
ROOSEVELT ROAD TO LIBERTY DRIVE AND PARCELS ADJOINING LIBERTY
DRIVE FROM CARLTON AVENUE TO CROSS STREET AND TO
DEFINE MAINTENANCE RESPONSIBILITIES OF THE ILLINOIS PRAIRIE PATH**

This Intergovernmental Agreement (hereinafter referred to as “Agreement”) is entered into this _____ day of _____, 2023, by and between the County of DuPage, a body politic and corporate of the State of Illinois (hereinafter “County”) and the City of Wheaton, an Illinois Home Rule Municipality (hereinafter “City”), individually referred to at times as “Party” or collectively referred to as “Parties”.

**I
RECITALS**

WHEREAS, the Illinois Prairie Path is a recreational path containing segments which run through portions of the City of Wheaton, and for purposes of this Agreement along Carlton Avenue from the north right-of-way line of Roosevelt Road to Liberty Drive, then easterly along Liberty Drive to the east right-of-way line of Cross Street (hereinafter the “Path”) as depicted in GROUP EXHIBIT A; and

WHEREAS, Carlton Avenue from Roosevelt Road to Liberty Drive is an improved public right-of-way which is owned by the County (hereinafter “Carlton Avenue ROW”), but has been maintained by the City (except for the Path which has been maintained by the County); and

WHEREAS, the general purpose of this agreement is to contract between the Parties for the transfer of ownership by quit claim deed from the County to the City of County-owned properties situated within the corporate boundaries of the City, generally described as: the Carlton Avenue ROW, including the segment of the Path adjacent to Carlton Avenue; and parcels adjacent to Liberty Drive between Carlton Avenue and Cross Street (Liberty Drive Segment, Parcel C, Parcel D, and the Adverse Possession Parcel), as depicted on GROUP EXHIBIT A.

These above-referenced areas are jointly referred to as the “Transfer Areas”; and

WHEREAS, after the transfer, the City will grant Easements, as depicted on GROUP EXHIBIT B, to the County on and over the Path along Liberty Drive (“Liberty Path Easement Segment” or “LPES”) and along the Carlton Avenue ROW (“Carlton Path Easement Segment” or “CPES”) to allow all persons, in perpetuity and permanently, to continue to use the CPES and the LPES as a recreational path; and

WHEREAS, exhibits describing and depicting the Transfer Areas and Easements, and certain uses and conditions therein, are attached hereto and incorporated herein as fully set forth, and shall constitute substantive covenants, terms and conditions of this Agreement, as follows:

- a.) GROUP EXHIBIT A: “Plat of Survey” Webster, McGrath and Ahlberg, last dated 3-23-2022, pages 1-6;

- b.) GROUP EXHIBIT B: “Plat of Easement, Webster, McGrath and Ahlberg, last dated 4-3-2023, pages 1-6;
- c.) EXHIBIT C: Legal Description of the Adverse Possession Parcel; \
- d.) GROUP EXHIBIT D: All quitclaim deeds from the County to the City for the Transfer Areas; and

WHEREAS, the LPES area along the north side of Liberty Drive from Carlton Avenue to Cross Street is already improved as a concrete recreational path; and

WHEREAS, the Adverse Possession Parcel shall be the area north of Liberty Drive west of the east right-of-way of Cross Street already improved as a concrete multi-use path and is depicted on Exhibit C, and

WHEREAS, after the transfer of the Carlton ROW, the County shall improve the CPES at its sole cost and expense in conformance with the terms of this Agreement; and

WHEREAS, the consideration, amongst other things, supporting this Agreement, shall be, the County contracting and paying for the improvement of the CPES, and the City accepting financial responsibility and maintenance for the Transfer Areas, including the post transfer care and maintenance of the CPES and LPES; and

WHEREAS, this Agreement is authorized, for both the City and the County, by the “Intergovernmental Cooperation Act” 5 ILCS 220/1 *et seq.* and Section 6 of Article VII of the Constitution of the State of Illinois; and

WHEREAS, the County, as set forth in the Counties Code, 55 ILCS 5/1 – 1001, *et seq.* is authorized to enter into this Agreement; and

WHEREAS, the City, by virtue of its powers as set forth in the “Illinois Municipal Code”, 65 ILCS 5/1-1-1, *et seq.*, as well as its home rule authority, is authorized to enter into this Agreement; and

NOW, THEREFORE, based upon the considerations set forth herein and the recitals, the City and the County agree as follows:

II

RECITALS

1. **Recitals Incorporated.** The foregoing recitals are incorporated herein as if fully set forth as representing the intent of the Parties and as substantive provisions, conditions, and covenants.

III **TITLE**

2. **Title Commitment.** For informational purposes the County has provided the City with a title commitment from Chicago Title Company for the Transfer Areas. The City at its own expense may purchase title insurance for the transfer in its discretion.

3. **Deeds.** The County shall transfer the Transfer Areas to the City via separate quit claim deeds, copies of which are attached hereto and incorporated herein as GROUP EXHIBIT D. The City grants to the County a pedestrian/recreational easement over the CPES and LPES as depicted on GROUP EXHIBIT B.

IV **CARLTON ROW**

4. **Carlton ROW.** The entirety of the Carlton Avenue ROW shall be deeded by quit claim deed from the County to the City, subject to a permanent perpetual, pedestrian/recreational easement (CPES) to be granted by the City to the County. Additionally, the County at its sole expense shall complete the improvements to the Path within the CPES, including at Childs Street and Liberty Drive, as defined in Article VI of this Agreement (hereinafter “Project”).

V **AS-IS CONDITION**

5. **As-Is Condition.** The City accepts all Transfer Areas in “as-is” condition except the CPES, which will be accepted by the City after the Project is completed.

VI **THE COUNTY’S RESPONSIBILITY FOR CARLTON PATH EASEMENT** **SEGMENT IMPROVEMENTS**

6. **Project Defined.** For purposes of this Article VI, the Project shall mean all design, construction observation, materials testing and construction, (excluding related attorney’s fees) for the CPES improvements, which will include an eight-foot wide, concrete path of a minimum depth of four inches (4”).

7. **Bid Specs.** The County shall be responsible for the preparation of the plans, specifications, and bid documents for the Project, together with the advertisement and award of the Project. No less than twenty-one (21) days prior to letting the Project for bid the County shall provide the Project specification and plans to the City Engineer for review and comment.

8. **Completion.** The County shall be responsible for successful completion of all phases of the Project and said Project will be completed no later December 31, 2025 unless a later date is mutually agreed upon by the Parties. Until the Project is completed and accepted by the City, the indemnification provisions of Section 16 of this Agreement shall remain in effect.

9. **Permits.** The County shall be responsible for securing all applicable city, county, state, and federal permits necessary for completion of the Project. The City shall waive all City permit fees.

10. **City Permit Review.** The County shall be responsible for submitting copies of all permit applications and related correspondence to the City in a timely manner to ensure sufficient review by the City.

11. **Project Data.** The County shall make any data collected from the Project available to the City upon reasonable request by the City. The City shall be allowed unlimited, but reasonable, access to the Project area to observe and review Project work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The City shall provide the County with reasonable advanced notice of when the City requires such access.

12. **No City Control of Project.** The City shall not be responsible for or have control over the design, construction, means, methods, techniques, or procedures with respect to any work performed for the Project. The County and County's contractors shall be solely responsible for the safety of all individuals performing work on the Project. The County shall take such measures as are necessary to ensure that its contractors maintain the Project areas in a safe condition and install appropriate barricades and warning signs, and the County shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the County beyond the usual burdens and liabilities for a unit of government in the construction of public improvements. This section is intended merely to relieve the City from such liabilities in this Project.

VII

LIBERTY PATH SEGMENT

13. **Liberty Path Easement Segment Post Transfer Responsibility.** The City, upon receiving the deed from the County for the Liberty Path Segment, accepts all completed or partially completed work within the LPES in "as is" condition and shall assume all responsibility and cost for its completion and maintenance.

VIII

ADVERSE POSSESSION PARCEL

14. **Adverse Possession Assignment.** At closing, the County shall quit claim and assign to the City any and all rights to the Path and contiguous areas that the County may have acquired by adverse possession. The legal description of the property that the County owns through adverse possession is attached hereto and incorporated herein as EXHIBIT C. The City shall assume all responsibility and maintenance of the Adverse Possession Parcel.

IX
EASEMENT MAINTENANCE

15. **Easement Maintenance.** Once the City accepts the deeds for the Adverse Possession Parcel, Carlton Avenue ROW, Parcels C and D, and the Liberty Drive Segment, it shall be solely and exclusively responsible for the care, maintenance, and all costs and expenses of all improvements to the Path. Other than the Project outlined above in this Agreement, the County shall have no obligation to contribute any monies to the City for the care and maintenance of the Path within the CPES and LPES or any other Transfer Areas. The City's responsibility for the care and maintenance of the CPES shall commence when the Project is completed and accepted by the Parties, said acceptance shall not be unreasonably withheld. The County shall assign its warranty rights against its general contractor to the City upon the Parties' acceptance of the Project.

X
INDEMNIFICATION

16. **Indemnification by City.** Upon acceptance of the deeds for the Transfer Areas the City, to the greatest extent permitted by law, agrees to defend, save and hold harmless the County, its elected officials, officers, employees and agents from any all claims, liabilities, causes of action, losses and damages that may, at any time, arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected, directly or indirectly, with the City's maintenance and care of the CPES and LPES when such bodily injury, sickness, death or property damage or other claim exists as a cause of action against a municipality under Illinois law. The City shall require its contractors working on, within, or under the multi-use, recreational easements to provide the County with the same indemnification the City requires of its contractors. The obligation on the part of the City to defend, hold harmless and indemnify the County as set forth in this section shall survive expiration of this Agreement.

17. **Indemnification by County.** The County shall, to the greatest extent permitted by law, agree to defend, save and hold harmless the City, its elected officials, officers, employees and agents from any all claims, liabilities, causes of action, losses and damages that may, at any time, arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected, directly or indirectly, with the CPES Project, when such bodily injury, sickness, death or property damage or other claim exists as a cause of action against a municipality under Illinois law. The obligation on the part of the County to defend, hold harmless and indemnify the City as set forth in this section shall survive for one year after the City's acceptance of the Project. The County shall also require the general contractor performing the work on the CPES Project to sign indemnification providing the City with the same indemnifications required by the County of general contractors in its standard construction contracts.

XI
GENERAL CONDITIONS

18. **No Waiver of Immunities.** Nothing in this Agreement shall constitute a waiver by the City or the County of any right, privilege, immunities, or defenses, either may have, under statutory or common law, including, but not limited to, the Illinois and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*
19. **No Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties and nothing in this Agreement is intended, either expressly or by implication, to provide any right or benefit of any kind whatsoever to any person or entity who is not party to this Agreement or to acknowledge, establish or impose any legal duty upon the City or the County to any third person or entity.
20. **Entire Agreement.** This instrument contains the entire agreement made by and among the Parties relating to the rights and duties granted and assumed herein. Any oral representations or modifications concerning this instrument shall be of no force or effect and any modifications to this Agreement must be in writing and lawfully approved and signed by all Parties to this Agreement in order to be effective.
21. **The Law.** The laws of the State of Illinois shall govern the terms of this Agreement as to both interpretation and performance.
22. **Captions and Headings.** Captions and paragraph headings are for convenience only and are not part of this Agreement and shall not be used in construing it.
23. **Hold Harmless.** The City shall require any contractor performing work in the CPES and/or LPES easements to defend, hold harmless and indemnify the City and County to the same extent as required by the City and the City shall include in all contractor's contracts a statement expressly declaring the County to be a third-party beneficiary of the indemnification provision.
24. **Recording.** All land conveyances referenced in this Agreement shall be tendered in a form that is acceptable for recordation. The City shall prepare and the County shall record all deeds and any other documents that must be recorded and provide copies to the City at no cost the City.
25. **Diligence.** Wherever, in this Agreement, approval, or review by any of the Parties is provided for, said approval or review shall not be unreasonably delayed or withheld.
26. **Breach/Waiver.** The failure by the City or the County to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this Agreement shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights, and remedies. No provision of this Agreement shall be deemed waived by the City or the County unless such provision is waived in writing.
27. **Venue.** In the event of litigation, venue shall exclusively lie in DuPage County, Illinois.

28. **Notice.** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple-person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- a. By personal delivery of such Notice; or
- b. By mailing such Notice to the addresses recited herein by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- c. By sending e-mail transmission. Notice shall be effective as of date and time of e-mail transmission, provided that the Notice transmitted shall be sent during Business Hours, and provided that the recipient computer acknowledges receipt of the transmission. In the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- d. By commercial overnight delivery (e.g., FedEx). This Notice shall be effective on the next Business Day following deposit with the overnight delivery company.

To the County: DuPage County
 Division of Transportation
 421 N. County Farm Road
 Wheaton, IL 60187

To the City: The City of Wheaton
 303 W. Wesley Street
 Wheaton, IL 60187
 Attention: City Manager

29. **Finality of Agreement.** This document shall be the final embodiment of the Agreement by and between the County and the City. Changes or modifications to this Agreement shall be made only in writing and upon the necessary and proper signature of the County and the City. Both Parties agree all prior agreements, related to the Transfer Areas, are rescinded and this Agreement encompasses all agreements between the Parties.

30. **Partial Invalidity.** In the event that any term or provision of this Agreement shall be held illegal, invalid or unenforceable as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect unless the illegal, invalid or unenforceable determination renders enforcement of the Agreement inconsistent with the primary purpose of one or more of the segment transfers.

31. **Counterparts; E-Mail Signatures.** This Agreement may be executed in multiple counterparts all of which taken together shall constitute one executed original. For purposes of executing this Agreement, any signed PDF document transmitted by email transmission shall be

considered as an original signature and shall have the same binding legal effect as an original document. At the request of any Party, any document transmitted by email shall be re-executed by the applicable Parties in an original form, it being agreed that the failure by any party to so re-execute such document shall not affect the binding legal effect of such document.


32. **Business Day/Hours.** Business Days are defined as Monday through Friday, excluding Federal holidays, Business Hours are defined as 8:00 A.M. to 5:00 P.M. Central Standard Time.

IN WITNESS WHEREOF, the City of Wheaton by its Mayor, with approval of its corporate authorities, has entered into this Agreement with the County of DuPage this _____ day of _____, 2023.


Philip Suess
Mayor of the City of Wheaton

Deborah A. Conroy
Chair, DuPage County Board

ATTESTATION:


Andrea Rosedale, City Clerk

ATTESTATION:

Jean Kaczmarek,
County Clerk

GROUP EXHIBIT A

LEGAL DESCRIPTION

LOTS ONE (1) AND TWO (2) IN BLOCK THREE (3) IN WASHINGTON, ILLINOIS'S ADDITION TO TOWNSHIP OF WHEATON IN THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP THIRTY NINE (39) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THAT PART CONVEYED BY WARRANTY DEED DATED MARCH 26, 1959 RECORDED APRIL 22, 1959 AS DOCUMENT 52594

LOTS THREE (3), FOUR (4) AND FIVE (5) IN BLOCK THREE (3) IN WHEELER, VINCENNES 25 ADDITION TO TOWN OF VINCENNE IN THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP THIRTY NINE (39) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CLATSOP COUNTY, OREGON; EXCEPTING THAT PART CONVEYED BY WARRANTY DEED DATED MARCH 20, 1958 RECORDED APRIL 28, 1958 AS DOCUMENT 92591.



RAD=3875.83
 ARC=337.37
 CHD=337.27



LINE LEGEND

EASEMENT NOTE**SURVEYOR'S CERTIFICATE**

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF

GRAPHIC SCALE - FEET

BASIS OF BEARINGS

KLEGG'S STAIR PLANE, 1843 B2, EAST ZONE

WESTERN HIGHLIGHT AND HOLDING, LTD.

ALBION LAND SURVEYOR NO. 2660
LICENSE EXPIRATION DATE: NOVEMBER 30, 2022
267 S. MAPLEVILLE STREET
WHEATON, ILLINOIS 60187
(708) 688-7623

PLAT OF SURVEY

HALE ST. TO CROSS ST.

CITY OF WHEATON
2000-2001

WILEY-INTERSCIENCE, INC.
7605 15th Avenue, New York, N.Y. 10019

44003	02-23-2022	02/23/22
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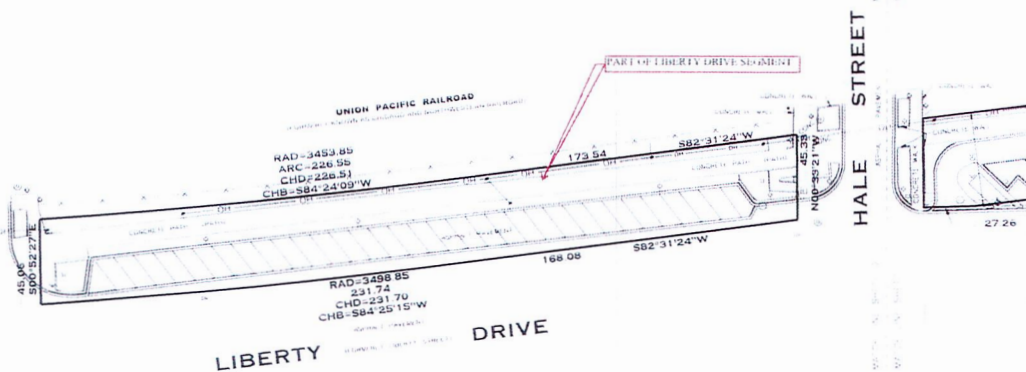
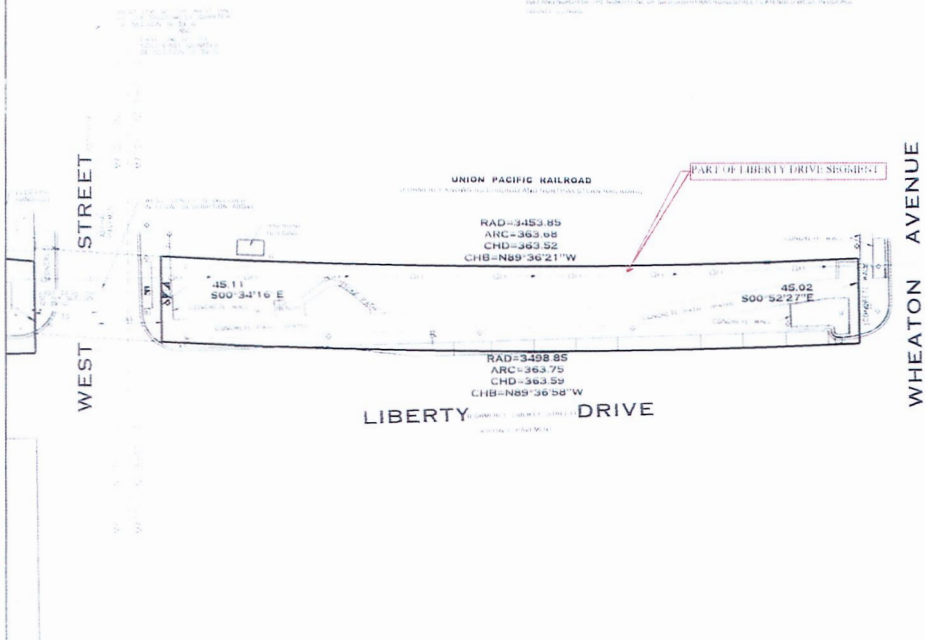
PLAT OF SURVEY

LEGAL DESCRIPTION

THIS PLAT OF SURVEY WAS PREPARED BY THE SURVEYOR FROM THE DATA FURNISHED BY THE PARTIES TO THE SURVEY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER SURVEYS OR RECORDS THAT MAY AFFECT THE SURVEY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER SURVEYS OR RECORDS THAT MAY AFFECT THE SURVEY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER SURVEYS OR RECORDS THAT MAY AFFECT THE SURVEY.

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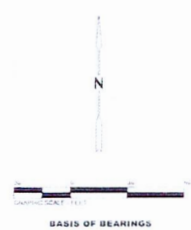
LEGEND	
1	Survey Line
2	Property Line
3	Right of Way Line
4	Utility Line
5	Water Line
6	Gas Line
7	Electric Line
8	Telephone Line
9	Fire Line
10	Other Line
11	Survey Point
12	Property Point
13	Right of Way Point
14	Utility Point
15	Water Point
16	Gas Point
17	Electric Point
18	Telephone Point
19	Fire Point
20	Other Point

LINE LEGEND

—	Survey Line
- - -	Property Line
---	Right of Way Line
...	Utility Line
...	Water Line
...	Gas Line
...	Electric Line
...	Telephone Line
...	Fire Line
...	Other Line

ABBREVIATIONS

AC	Asphalt Concrete
AD	Asphalt Driveway
AL	Asphalt Laid
AS	Asphalt Surface
BS	Bituminous Surface
CS	Concrete Surface
DS	Dirt Surface
ES	Earth Surface
FS	Gravel Surface
GS	Grass Surface
HS	Hard Surface
IS	Iron Surface
JS	Joint Surface
KS	Kitchen Surface
LS	Lumber Surface
MS	Masonry Surface
NS	Non-Surface
OS	Other Surface
PS	Paved Surface
QS	Quarry Surface
RS	Road Surface
SS	Soft Surface
TS	Timber Surface
US	Unimproved Surface
VS	Vegetation Surface
WS	Water Surface
XS	X-ray Surface
YS	Yield Surface
ZS	Zinc Surface



PLAT OF SURVEY

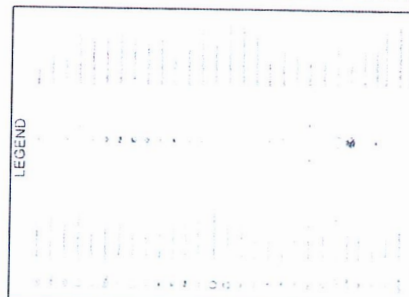
FRANKLIN

2024-10-10

WEBSTER, McGRATH & AHLBERG LTD.

WMA

PLAT OF SURVEY

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ABBREVIATIONS

WEUSTER, MCGRATH & AHLBORG LTD.

PLAT OF SURVEY

LEGAL DESCRIPTION

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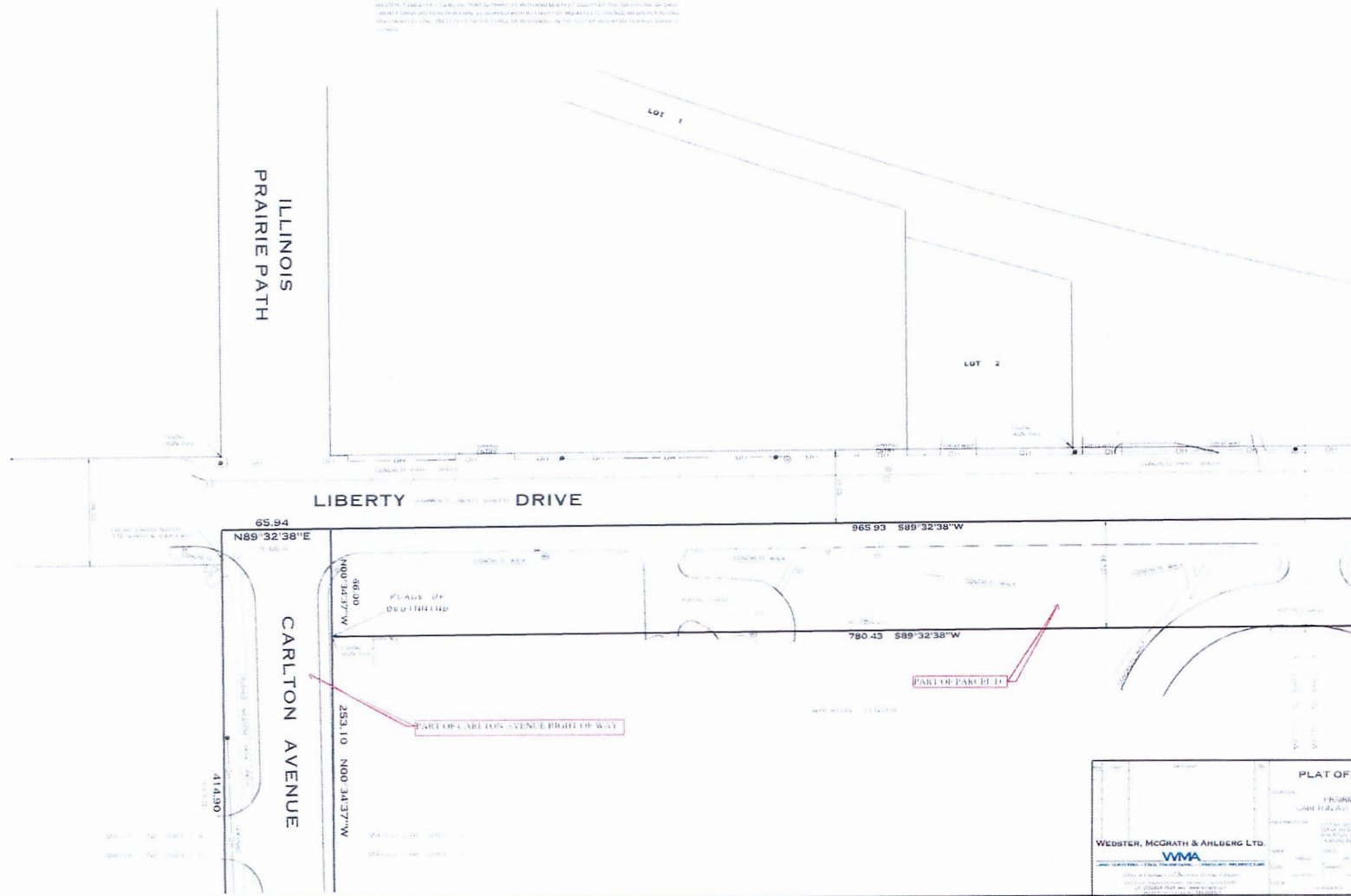
BASIS OF BEARINGS

LINE LEGEND

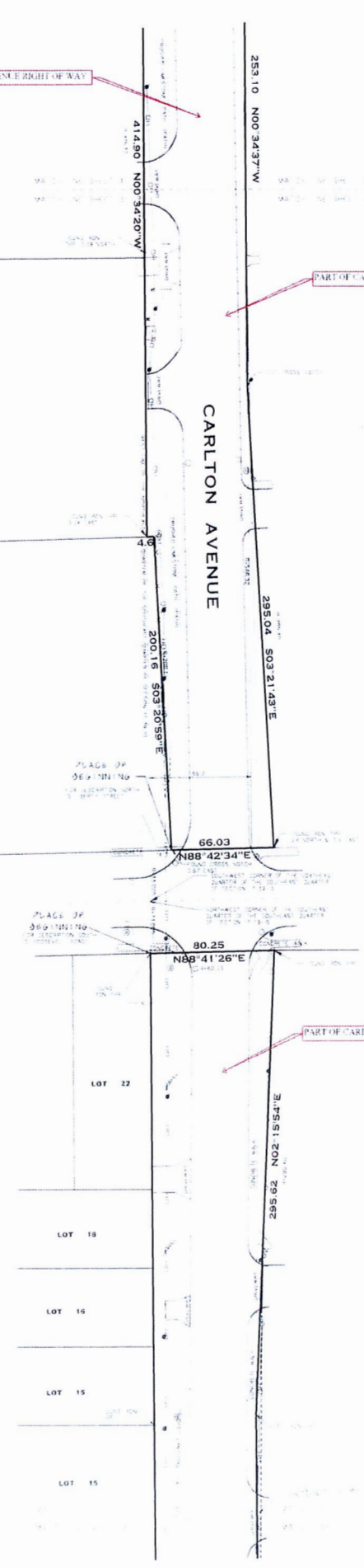
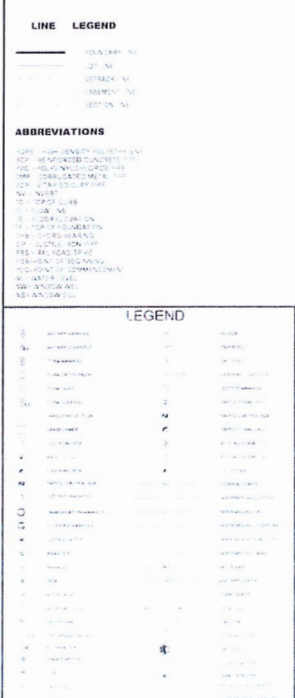
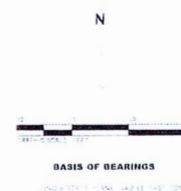


ABBREVIATIONS

LEGEND



15. $4x^2 - 4x + 1 = (2x - 1)^2$ $\Rightarrow 2x - 1 = 0 \Rightarrow x = \frac{1}{2}$ \Rightarrow $\frac{1}{2}$ is the only root of $4x^2 - 4x + 1$.

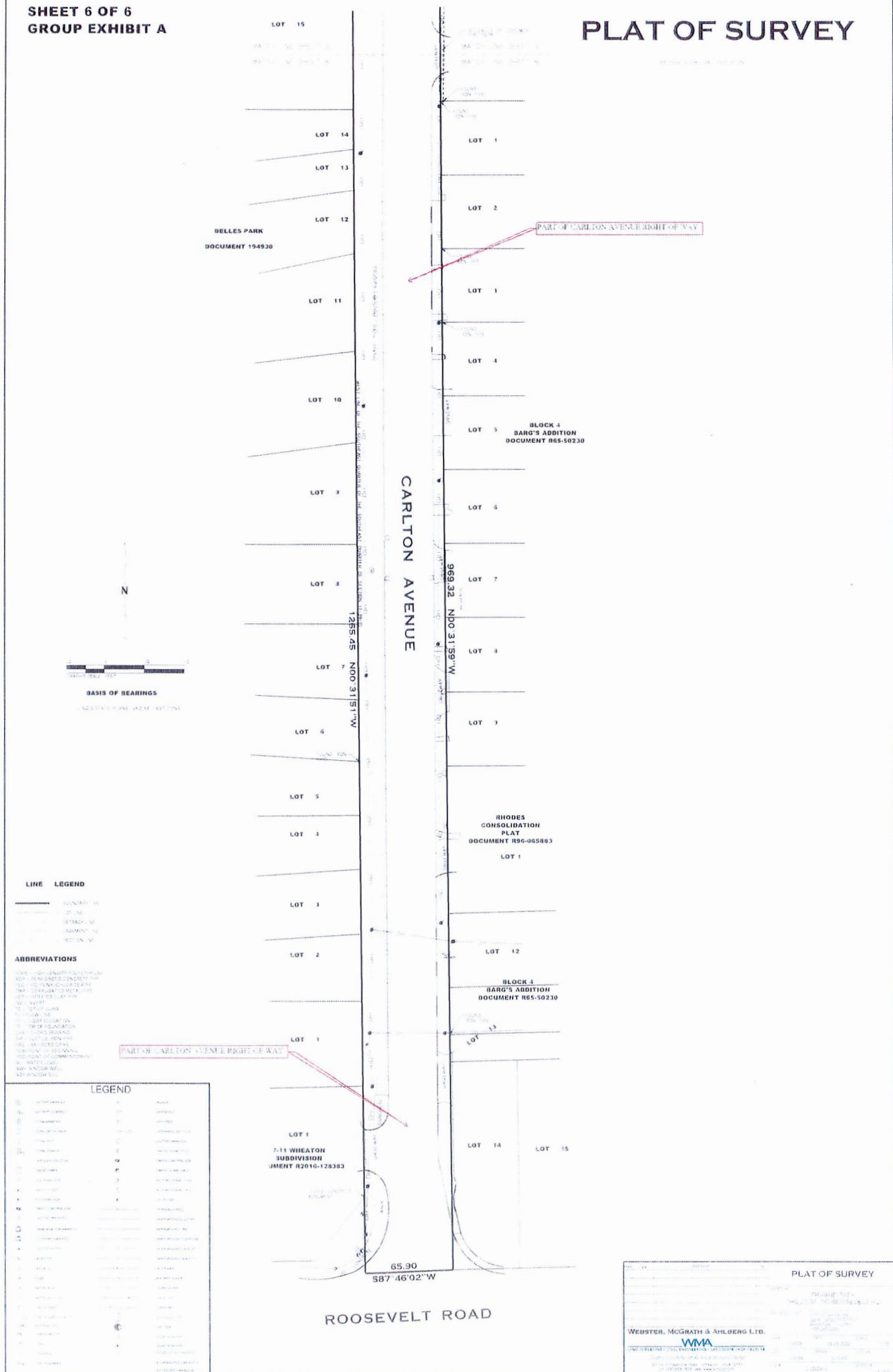
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PLAT OF SURVEY

WEBSTER, McGRATH & AHLBERG LTD.

VMA

JAMES H. HARRIS, JR., VMA, 1000 N. 10TH ST., SUITE 100, ARLINGTON, VA 22201-4418

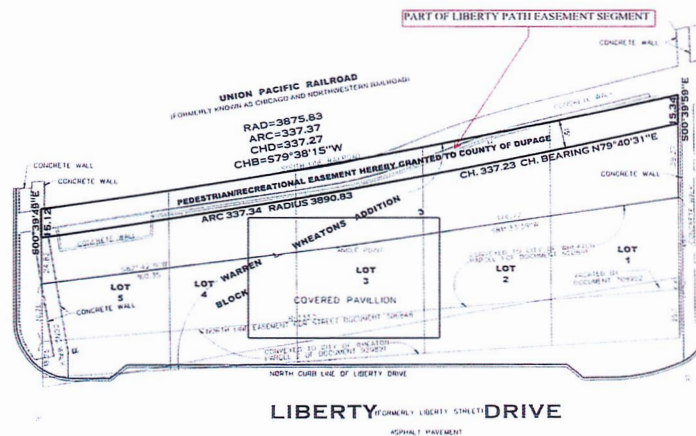


GROUP EXHIBIT B



























THE NORTH 15 FEET OF LOTS 1, 2, 3, AND 4 IN BLOCK TWO (2) OF J. C. WHEATON'S ADDITION TO THE TOWN (NOW CITY) OF WHEATON, IN THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN IN DAUPHINE COUNTY, ILLINOIS.

LEGAL DESCRIPTION

THE NORTH 15 FEET OF LOTS 1, 2, 3, 4, AND 5 IN BLOCK THREE (3) IN WHARFEN, WHEATON, ADDITION TO TOWN OF WHEATON IN THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION SIXTEEN (16) TOWNSHIP THIRTY NINE (39) NORTH RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.



CROSS STREET

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	County seat

DEDICATION OF PEDESTRIAN/RECREATIONAL EASEMENT

The Grantor, City of Wheaton, hereby grants and reserves, to the County of DuPage, Grantee, a permanent, perpetual and non-exclusive easement for a pedestrian and non-motorized recreational path (including the right of egress and ingress upon, to, from, over and across the path).

[illegible]

LINE LEGEND

- = **BOUNDARY LINE**
- = **LOT LINE**
- = **SETBACK LINE**
- = **EASEMENT LINE**

ABBREVIATIONS

HDPE = HIGH DENSITY POLYETHYLENE
HPC = HIGH STRENGTH CONCRETE PIPE
PVC = POLYVINYLCHLORIDE PIPE
CMI = CORRUGATED METAL PIPE
VCP = VITRIFIED CLAY PIPE
IN = INCH
TC = TOP OF CURB
FL = FLOW LINE
FE = FLOOR ELEVATION
TF = TOP OF FOUNDATION
CHB = CHORD BEARING
DIP = DUCTILE IRON PIPE
HPS = HIGHWAY SPIKE
PGB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
W1 = WATER LEVEL
WY = WINDOW WELL
WS = WINDOW SILL

SURVEYOR CERTIFICATE - EASEMENT

STATE OF ILLINOIS
COUNTY OF DUKE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, AN EMINENT PROFESSIONAL LAND SURVEYOR, HAS
SURVEYED THE ABOVE-DESCRIBED PROPERTY, AND THAT THIS PLAT WAS PREPARED FOR THE
PURPOSE OF GRANTING AN EASEMENT TO THE COUNTY OF DUNFRAE FOR PURPOSES STATED
HEREON, AND THAT THIS PLAT OF EASEMENT ACCURATELY DEPICTS SAID PROPERTY.

10/24/2015 11:54 AM - 12:00 PM

Granted this _____ day of _____, 2021

GRANTOR:
CITY OF WHEATON

Philip J. Suess, Mayor

ATTEST:

City Clerk



LICENSE EXPIRATION DATE: NOVEMBER 30, 2002
WEBSTER, MAGNATH & AMBERG, INC.
2700 NIMMICHESSEN ROAD SUITE 203
VINCENY, INDIANA 47387
PHONE: (800) 666-1111

No.	Date	Continuation	By	PLAN OF EASEMENT				
				LOCATION	PRAIRIE PATH HALE ST TO CROSS ST			
1/5/2022		REVIEW COMMENTS	CA	PREPARED BY	CITY OF KENOSHA NINA WILHELMSON CREATED & POSTED 1/5/2022			
WEBSTER, MCGRATH & AHLBERG LTD.				DATE	01-09-2022			
				JOB#	ENR03	STATE	TCALC	TCOUNT
K&S SURVEYING & CONSULTING ENGINEERING & LANDSCAPE ARCHITECTURE				CLASS	CLASIC	CLASSIC	SETUP	SETUP
Project: City of Kenosha - Prairie Path 2200 Wisconsin Road, Suite 200 Kenosha, WI 53142 Tel: 920.392.4100 Fax: 920.392.4101 Email: info@kmsurveying.com				FILE #	D-39524-2			SHEET #



[illegible]

CARLTON / AVENUE

LIBERTY DRIVE

2 107

407

ENGLOS ENGINEERING AND ARCHITECTS

M.8E.ZE.68S E6 S96

780.43 585.37387M

PLAT OF EASEMENT

WEBSTER, MCGRATH & AHLBERG LTD.

LEGEND

BASIS OF BEARINGS

N



PART OF CARLTON PATH EASEMENT SEGMENT

CARLTON AVENUE

CHILDS STREET

[illegible][illegible]

PART OF CARLTON PATH EASEMENT SEGMENT

REGIMENT

LOT 22

LOT 18

LOT 16

LOT 15

LOT 15

PLATS OF THE CITY OF ST. LOUIS, MISSOURI

2996-62 N02 1515-16

[illegible][illegible]

LINE LEGEND

ABBREVIATIONS

[illegible]

LEGEND

[illegible]

CARLTON AVENUE

1265.45 N00°31/51"W

587°46'02"W
ROOSEVELT ROAD

PLAT OF EASEMENT

WEBSTER, McGRATH & AHLBERG LTD.
WMA
AND SUBSIDIARY CONSULTING ENGINEERS LIMITED, TORONTO, CANADA
Solely for the purpose of this advertisement only
© 1997 WMA. ALL RIGHTS RESERVED. WMA IS A REGISTERED TRADEMARK OF WEBSTER, McGRATH & AHLBERG LTD.

EXHIBIT C

[illegible]

ABBREVIATIONS

Chemical structure of 2,3,4,5-tetrahydro-2H-pyran-2-one.



GROUP EXHIBIT D

QUITCLAIM DEED

The Grantor, the COUNTY OF DUPAGE, a body politic and corporate of the State of Illinois, 421 N. County Farm Road, Wheaton, Illinois, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, Conveys and Quitclaims to the CITY OF WHEATON, an Illinois Home Rule Municipality, 303 W. Wesley St., Wheaton, Illinois, all right, title, interest and claim which the Grantor has in and to the following described real estate, including the improvements and appurtenances thereto, situated in Wheaton, DuPage County, Illinois:

See Legal Description attached hereto as Exhibit A.

PIN: 05-16-311-001

Property Address: no common address

DATED this ____ day of _____, 2023.

COUNTY OF DUPAGE

By:

Its:

STATE OF ILLINOIS)
County of DuPage) ss.

I, the undersigned, a Notary Public in and for the County of DuPage, State of Illinois, CERTIFY THAT _____ personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official, this ____ day of _____, 2023.

Notary Public

Prepared By:
City of Wheaton
Legal Department
303 W. Wesley St.
Wheaton, IL 60187

Return to/Send Future
Tax Bills to:
City of Wheaton
303 W. Wesley St.
Wheaton, IL 60187

Exempt under provisions of
Paragraph b, Section 31-45 of the
Real Estate Transfer Tax Law

EXHIBIT A
LEGAL DESCRIPTION

(Part of Liberty Path Segment between Cross Street and Main Street)

LOTS ONE (1) AND TWO (2) IN BLOCK THREE (3) IN WARREN L. WHEATON'S ADDITION TO TOWN OF WHEATON IN THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THAT PART CONVEYED BY WARRANTY DEED DATED MARCH 26, 1959 RECORDED APRIL 28, 1959 AS DOCUMENT 920891.

AND

LOTS THREE (3), FOUR (4), AND FIVE (5) IN BLOCK THREE (3) IN WARREN L. WHEATON'S ADDITION TO TOWN OF WHEATON IN THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TEN (10), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THAT PART CONVEYED BY WARRANTY DEED DATED MARCH 26, 1959 RECORDED APRIL 28, 1959 AS DOCUMENT 920891.

QUITCLAIM DEED

The Grantor, the COUNTY OF DUPAGE, a body politic and corporate of the State of Illinois, 421 N. County Farm Road, Wheaton, Illinois, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, Conveys and Quitclaims to the CITY OF WHEATON, an Illinois Home Rule Municipality, 303 W. Wesley St., Wheaton, Illinois, all right, title, interest and claim which the Grantor has in and to the following described real estate, including the improvements and appurtenances thereto, situated in Wheaton, DuPage County, Illinois:

See Legal Description attached hereto as Exhibit A.

PIN: 05-16-309-001

Property Address: no common address

DATED this ____ day of _____, 2023.

COUNTY OF DUPAGE

By:

Its:

STATE OF ILLINOIS)
County of DuPage) ss.

I, the undersigned, a Notary Public in and for the County of DuPage, State of Illinois, CERTIFY THAT _____ personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official, this ____ day of _____, 2023.

Notary Public

Prepared By:
City of Wheaton
Legal Department
303 W. Wesley St.
Wheaton, IL 60187

Return to/Send Future
Tax Bills to:
City of Wheaton
303 W. Wesley St.
Wheaton, IL 60187

Exempt under provisions of
Paragraph b, Section 31-45 of the
Real Estate Transfer Tax Law

EXHIBIT A
LEGAL DESCRIPTION

(Part of Liberty Path Segment between Main Street and Hale Street)

THAT PART OF LOT 1 AND THE EAST 49 ½ FEET OF LOT 2 IN BLOCK 2 IN J.C. WHEATON'S ADDITION TO THE TOWN OF WHEATON, A SUBDIVISION IN THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF LOT 1, 54 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT; THENCE WESTERLY TO A POINT ON THE WEST LINE OF THE EAST 49 ½ FEET OF LOT 2, SAID POINT BEING 38.5 FEET NORTH OF THE JUNCTION OF THE SOUTH LINE OF LOT 2 AND THE WEST LINE OF THE EAST 49 ½ FEET OF SAID LOT 2:

AND

THE NORTH FIFTY (50) FEET OF THAT PORTION OF THE PROPERTY DESCRIBED AS: THIRTY-THREE (33) FEET IN WIDTH OFF THE ENTIRE WEST SIDE OF LOT TWO (2) IN BLOCK TWO (2) IN J. C. WHEATON'S ADDITION TO THE TOWN (NOW CITY) OF WHEATON, IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS:

AND

THE NORTH FIFTY (50) FEET OF THAT PORTION OF THE PROPERTY BEING DESCRIBED AS: THE EAST TWENTY-TWO (22) FEET OF LOT THREE (3) IN BLOCK TWO (2) IN J. C. WHEATON'S ADDITION TO THE TOWN OF WHEATON, A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TEN (10), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS. (SAID FIFTY (50) FEET BEING MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF LOT (3) AFORESAID):

AND

THE NORTH FIFTY (50) FEET OF LOT THREE (3) (EXCEPT THE EAST TWENTY TWO (22) FEET THEREOF) IN BLOCK TWO (2) IN J.C. WHEATON'S ADDITION TO THE TOWN OF WHEATON, A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TEN (10), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, SAID FIFTY (50) FEET BEING MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT THREE (3) AS AFORESAID:

AND

THE NORTH FIFTY (50) FEET OF LOT FOUR (4) IN BLOCK TWO (2) OF J. C. WHEATON'S ADDITION TO THE TOWN (NOW CITY) OF WHEATON, IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, SAID FIFTY(50) FEET BEING MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT FOUR (4) AFORESAID.

(Part of Liberty Path Segment between Hale Street and Wheaton Avenue)

THAT PART OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP THIRTY NINE (39) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF THE LANDS OF THE CHICAGO AND NORTH WESTERN RAILROAD; NORTH OF THE NORTH LINE OF SOUTH RAILROAD STREET (NOW LIBERTY DRIVE); EAST OF THE EAST LINE OF BIRD STREET (NOW WHEATON AVENUE); AND WEST OF THE WEST LINE OF HALE STREET AS SHOWN ON THE PLAT OF J. C. WHEATON'S ADDITION TO WHEATON, RECORDED JULY 7, 1855 AS DOCUMENT 9567, IN DUPAGE COUNTY ILLINOIS.

(Part of Liberty Path Segment between Wheaton Avenue and West Street)

THAT PART OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF HALE STREET AND THAT PART OF THE EAST THIRTY-THREE (33) FEET OF THE SOUTH EAST QUARTER OF SECTION SEVENTEEN (17) TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL LYING NORTH OF A LINE FORTY FIVE (45) FEET SOUTH OF AND ADJOINING AND PARALLEL WITH THE SOUTH RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND NORTH OF THE NORTH LINE OF SOUTH RAILROAD STREET AS SHOWN ON THE PLAT OF J. C. WHEATON'S ADDITION TO TOWN OF WHEATON RECORDED JULY 7, 1855 AS DOCUMENT 9567 AND NORTH OF THE NORTH LINE OF SAID SOUTH RAILROAD STREET EXTENDED WEST, IN DUPAGE COUNTY, ILLINOIS.

QUITCLAIM DEED

The Grantor, the COUNTY OF DUPAGE, a body politic and corporate of the State of Illinois, 421 N. County Farm Road, Wheaton, Illinois, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, Conveys and Quitclaims to the CITY OF WHEATON, an Illinois Home Rule Municipality, 303 W. Wesley St., Wheaton, Illinois, all right, title, interest and claim which the Grantor has in and to the following described real estate, including the improvements and appurtenances thereto, situated in Wheaton, DuPage County, Illinois:

See Legal Description attached hereto as Exhibit A.

PIN: 05-17-408-002

Property Address: no common address

DATED this ____ day of _____, 2023.

COUNTY OF DUPAGE

By:

Its:

STATE OF ILLINOIS)
County of DuPage) ss.

I, the undersigned, a Notary Public in and for the County of DuPage, State of Illinois, CERTIFY THAT _____ personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official, this ____ day of _____, 2023.

Notary Public

Prepared By:
City of Wheaton
Legal Department
303 W. Wesley St.
Wheaton, IL 60187

Return to/Send Future
Tax Bills to:
City of Wheaton
303 W. Wesley St.
Wheaton, IL 60187

Exempt under provisions of
Paragraph b, Section 31-45 of the
Real Estate Transfer Tax Law

EXHIBIT A
LEGAL DESCRIPTION

(Parcel C)

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

THAT PART BEGINNING AT THE NORTH WEST CORNER OF WEST STREET AND LIBERTY DRIVE AS SHOWN ON PLAT DOCUMENT 75219; THENCE WESTERLY ALONG THE NORTH LINE OF LIBERTY DRIVE TWO HUNDRED TWENTY TWO AND EIGHT TENTHS (222.8) FEET; THENCE IN A NORTH WESTERLY DIRECTION ALONG NORTH EASTERLY LINE OF LIBERTY DRIVE MAKING AN ANGLE OF SEVENTY THREE (73) DEGREES EIGHTEEN (18) MINUTES WITH LAST DESCRIBED LINE MEASURED FROM WEST TO NORTH FORTY ONE AND EIGHT TENTHS (41.8) FEET TO THE SOUTH LINE OF LOT 3 OF WEST LIBERTY SUBDIVISION (THE PLAT OF WHICH WAS RECORDED AS DOCUMENT R2018-030904); THENCE EAST ALONG THE SOUTH LINE OF LOT 3 TO THE SOUTHEAST CORNER OF SAID LOT, THENCE NORTH ALONG THE EAST LINE OF LOT 2 TO THE SOUTH LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE EAST ALONG SAID SOUTH LINE TO THE WEST LINE OF WEST STREET, THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

QUITCLAIM DEED

The Grantor, the COUNTY OF DUPAGE, a body politic and corporate of the State of Illinois, 421 N. County Farm Road, Wheaton, Illinois, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, Conveys and Quitclaims to the CITY OF WHEATON, an Illinois Home Rule Municipality, 303 W. Wesley St., Wheaton, Illinois, all right, title, interest and claim which the Grantor has in and to the following described real estate, including the improvements and appurtenances thereto, situated in Wheaton, DuPage County, Illinois:

See Legal Description attached hereto as Exhibit A.

PIN: 05-16-309-001

Property Address: no common address

DATED this ____ day of _____, 2023.

COUNTY OF DUPAGE

By:

Its:

STATE OF ILLINOIS)
County of DuPage) ss.

I, the undersigned, a Notary Public in and for the County of DuPage, State of Illinois, CERTIFY THAT _____ personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official, this ____ day of _____, 2023.

Notary Public

Prepared By:
City of Wheaton
Legal Department
303 W. Wesley St.
Wheaton, IL 60187

Return to/Send Future
Tax Bills to:
City of Wheaton
303 W. Wesley St.
Wheaton, IL 60187

Exempt under provisions of
Paragraph b. Section 31-45 of the
Real Estate Transfer Tax Law

EXHIBIT A
LEGAL DESCRIPTION
(Parcel D)

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION SEVENTEEN (17), (SAID POINT BEING IN THE CENTER LINE OF CHILDS STREET) AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER 33.005 FEET TO THE NORTH LINE OF SAID CHILDS STREET; THENCE EASTERLY ALONG SAID NORTH LINE 66.02 FEET TO A LINE THAT IS PARALLEL WITH AND 66.00 FEET NORMALLY DISTANCE EAST OF SAID WEST LINE; THENCE NORTH ALONG SAID PARALLEL LINE 546.32 FEET TO A POINT 66.00 FEET SOUTH OF THE SOUTH LINE OF LIBERTY DRIVE AS NOW LAID OUT AND IN USE 45.0 FEET WIDE FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID PARALLEL LINE 66.0 FEET TO SAID SOUTH LINE OF LIBERTY DRIVE; THENCE EASTERLY ALONG SAID SOUTH LINE 865.93 FEET TO AN ANGLE POINT IN SAID LIBERTY DRIVE; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LIBERTY DRIVE 45.9 FEET TO A SECOND ANGLE IN SAID LIBERTY DRIVE (SAID SECOND ANGLE BEING 256.0 FEET WEST OF THE WEST LINE OF WEST STREET AS NOW LOCATED); THENCE WESTERLY 200.0 FEET TO A LINE THAT IS PARALLEL WITH AND 66.0 FEET SOUTH OF THE SOUTH LINE OF SAID LIBERTY DRIVE (AS HEREIN BEFORE DESCRIBED WITH A LENGTH OF 965.93 FEET); THENCE WESTERLY ALONG SAID PARALLEL LINE, 780.27 FEET TO THE PLACE OF BEGINNING, IN THE CITY OF WHEATON, DUPAGE COUNTY, ILLINOIS.

QUITCLAIM DEED

The Grantor, the COUNTY OF DUPAGE, a body politic and corporate of the State of Illinois, 421 N. County Farm Road, Wheaton, Illinois, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, Conveys and Quitclaims to the CITY OF WHEATON, an Illinois Home Rule Municipality, 303 W. Wesley St., Wheaton, Illinois, all right, title, interest and claim which the Grantor has in and to the following described real estate, including the improvements and appurtenances thereto, situated in Wheaton, DuPage County, Illinois:

See Legal Description attached hereto as Exhibit A.

PIN:

Property Address: no common address

DATED this ____ day of _____, 2023.

COUNTY OF DUPAGE

By:

Its:

STATE OF ILLINOIS)
County of DuPage) ss.

I, the undersigned, a Notary Public in and for the County of DuPage, State of Illinois, CERTIFY THAT _____ personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official, this ____ day of _____, 2023.

Notary Public

Prepared By:
City of Wheaton
Legal Department
303 W. Wesley St.
Wheaton, IL 60187

Return to/Send Future
Tax Bills to:
City of Wheaton
303 W. Wesley St.
Wheaton, IL 60187

Exempt under provisions of
Paragraph b, Section 31-45 of the
Real Estate Transfer Tax Law

EXHIBIT A
LEGAL DESCRIPTION
(Adverse Possession Parcel)

PARCEL 1:

THAT PART OF THE SOUTH WEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP THIRTY NINE (39) NORTH, RANGE TEN (10), EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING ON THE SOUTH LINE OF THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD AT A POINT WHICH IS 175.63 FEET WESTERLY (AS MEASURED ALONG SAID SOUTH LINE) OF THE WEST LINE OF 66 FOOT WIDE CROSS STREET; THENCE NORTH 69 DEGREES 13 MINUTES 20 SECONDS EAST 73.82 FEET; THENCE NORTH 75 DEGREES 49 MINUTES 35 SECONDS EAST 173.95 FEET TO THE EAST LINE OF 66 FOOT WIDE CROSS STREET; THENCE SOUTH 00 DEGREES 39 MINUTES 59 SECONDS EAST, ALONG SAID EAST LINE, 17.96 FEET TO THE SOUTH LINE OF THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD; THENCE WESTERLY ALONG SAID SOUTH LINE ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 3875.83 FEET AN ARC DISTANCE OF 243.30 FEET, THE CHORD THEREOF HAVING A LENGTH OF 243.26 FEET AND A BEARING OF SOUTH 77 DEGREES 56 MINUTES 27" WEST, TO THE PLACE OF BEGINNING (EXCEPT THAT PART THEREOF LYING EAST OF THE WEST LINE OF 66 FOOT WIDE CROSS STREET), IN DUPAGE COUNTY, ILLINOIS.

AND

PARCEL 2:

THAT PART OF THE SOUTH WEST QUARTER OF SECTION SIXTEEN (16), TOWNSHIP THIRTY NINE (39) NORTH, RANGE TEN (10), EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING ON THE SOUTH LINE OF THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD AT A POINT WHICH IS 175.63 FEET WESTERLY (AS MEASURED ALONG SAID SOUTH LINE) OF THE WEST LINE OF 66 FOOT WIDE CROSS STREET; THENCE NORTH 69 DEGREES 13 MINUTES 20 SECONDS EAST 73.82 FEET; THENCE NORTH 75 DEGREES 49 MINUTES 35 SECONDS EAST 173.95 FEET TO THE EAST LINE OF 66 FOOT WIDE CROSS STREET; THENCE SOUTH 00 DEGREES 39 MINUTES 59 SECONDS EAST, ALONG SAID EAST LINE, 17.96 FEET TO THE SOUTH LINE OF THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD; THENCE WESTERLY ALONG SAID SOUTH LINE ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 3875.83 FEET AN ARC DISTANCE OF 243.30 FEET, THE CHORD THEREOF HAVING A LENGTH OF 243.26 FEET AND A BEARING OF SOUTH 77 DEGREES 56 MINUTES 27" WEST, TO THE PLACE OF BEGINNING (EXCEPT THAT PART THEREOF LYING WEST OF THE WEST LINE OF 66 FOOT WIDE CROSS STREET), IN DUPAGE COUNTY, ILLINOIS.

QUITCLAIM DEED

The Grantor, the COUNTY OF DUPAGE, a body politic and corporate of the State of Illinois, 421 N. County Farm Road, Wheaton, Illinois, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration. Conveys and Quitclaims to the CITY OF WHEATON, an Illinois Home Rule Municipality, 303 W. Wesley St., Wheaton, Illinois, all right, title, interest and claim which the Grantor has in and to the following described real estate, including the improvements and appurtenances thereto, situated in Wheaton, DuPage County, Illinois:

See Legal Description attached hereto as Exhibit A.

PIN: 05-16-309-001

Property Address: no common address

DATED this ____ day of _____, 2023.

COUNTY OF DUPAGE

By:

Its:

STATE OF ILLINOIS)
County of DuPage) ss.

I, the undersigned, a Notary Public in and for the County of DuPage, State of Illinois, CERTIFY THAT _____ personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official, this _____ day of _____, 2023.

Notary Public

Prepared By:
City of Wheaton
Legal Department
303 W. Wesley St.
Wheaton, IL 60187

Return to/Send Future
Tax Bills to:
City of Wheaton
303 W. Wesley St.
Wheaton, IL 60187

Exempt under provisions of
Paragraph b, Section 31-45 of the
Real Estate Transfer Tax Law

EXHIBIT A
LEGAL DESCRIPTION
(Carlton Avenue Right-of-Way)

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP THIRTY NINE (39) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER (SAID POINT BEING IN THE CENTER LINE OF CHILDS STREET) AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, 33.005 FEET TO THE NORTH LINE OF SAID CHILDS STREET; THENCE EASTERLY ALONG SAID NORTH LINE , 14.3 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND NOW OWNED BY THE WALLFILL COMPANY FOR A PLACE OF BEGINNING; THE NORTH TWO (2) DEGREES FORTY-SEVEN (47) FEET WEST ALONG THE EAST LINE OF SAID WALLFILL TRACT 200.1 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE WEST ALONG THE NORTH LINE OF SAID WALLFILL TRACT 4.60 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH ALONG SAID WEST LINE 415.35 FEET TO THE SOUTH LINE OF LIBERTY DRIVE AS NOW LAID OUT AND IN USE 45.0 FEET WIDE; THENCE EASTERLY ALONG SAID SOUTH LINE 66.0 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, 319.10 FEET; THENCE SOUTHERLY, 295.40 FEET TO A POINT ON THE NORTH LINE OF SAID CHILDS STREET THAT IS 66.03 FEET EAST OF THE PLACE OF BEGINNING; THENCE WEST ON SAID NORTH LINE, 66.03 FEET TO TH PLACE OF BEGINNING, IN THE CITY OF WHEATON, DUPAGE COUNTY, ILLINOIS. BEGINNING, IN THE CITY OF WHEATON, DUPAGE COUNTY, ILLINOIS.