

**VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION**
For Inclusion on Board Agenda

Legistar: 060718

DISTRICT 5

Resolution or Ordinance (Blue) Waiver of First Requested
Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: December 11, 2006 (COW) (B of T) **Date:** January 4, 2007

TITLE: Grant of Easement
230 S. Westmore

SUBMITTED BY: David A. Dratno, P.E., Village Engineer *David*

BACKGROUND/POLICY IMPLICATIONS:

See memo.

FISCAL IMPACT/FUNDING SOURCE:

Review (as necessary):

Village Attorney X
Finance Director X
Village Manager X *W.T. Lichter*
Date _____
Date _____
Date 12/13/06

NOTE:

All materials must be submitted to and approved by the Village
Manager's Office by 12:00 noon, Wednesday, prior to the Agenda
Distribution.

InterOffice Memo

To: William T. Lichter, Village Manager
Through: Wesley B. Anderson, Director of Public Works *Wesley B. Anderson*
From: David A. Dramol, P.E., Village Engineer *David A. Dramol*
Date: December 11, 2006
Subject: Grant of Easement
230 S. Westmore

As part of the Westmore-Meyers Underground Utility Project, a permanent easement is required for the location of a new fire hydrant. The fire hydrant is located in the southeast corner of the property, and the easement is centered over the hydrant, ten feet wide by five feet deep. The property owner has approved of and signed the easement document, as well as had his mortgage company sign the joinder.

Attached is a resolution approving and accepting the Grant of Easement. Please submit this item to the Board of Trustees on their regularly scheduled meeting of January 4, 2007. If approved please return the paperwork to Public Works Engineering for further processing.

cc: File: ST-06-03A

approved.

SECTION 2: The Grant of Easement, as set forth in Exhibit A attached hereto, is hereby

President and Board of Trustees of the Village of Lombard.

SECTION 1: The recitals set forth hereinabove are incorporated as findings of fact by the

TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF

of Easement, attached hereto as Exhibit A.

the best interest of the Village of Lombard to accept the easement as set forth in the attached Grant

WHEREAS, the President and Board of Trustees of the Village of Lombard find it to be in

and

together with all fire hydrants, and all facilities incidental thereto, as attached hereto as Exhibit A;

removal, repair, alteration, inspection, maintenance and operation of an underground water line

of Lombard with a Grant of Easement for the construction, installation, reconstruction, replacement,

WHEREAS, Haneef Shakeel, the owner of the Subject Property, has provided the Village

Lombard, Illinois (the "Subject Property"); and

installation and maintenance of a water main and fire hydrant in front of 230 South Westmore,

South Westmore, the grant of a certain easement to the Village of Lombard is necessary for the

WHEREAS, in connection with the Village of Lombard's installation of a water main along

A RESOLUTION ACCEPTING GRANT OF EASEMENT
230 SOUTH WESTMORE

R E S O L U T I O N
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SECTION 3: The Village President and Village Clerk are authorized to sign said Grant of

Easement on behalf of the Village of Lombard.

SECTION 4: That this Ordinance shall be in full force and effect from and after its adoption

and approval as provided by law.

ADOPTED by me this _____ day of _____, 2007, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

Approved this _____ day of _____, 2007.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk

2. Grantor hereby grants, releases, conveys, assigns and quit claims to the Village of Lombard, DuPage County, Illinois, an Illinois municipal corporation, a perpetual easement and right-of-way

(hereinafter the "Subject Property").

Address: 230 South Westmore, Lombard, IL 60148,

PIN 06-09-113-042-0000

THE EAST 1/2 OF LOT 16 (EXCEPT THE SOUTH 100 FEET) IN E W ZANDER'S HOME ACRES, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 15, 1911, AS DOCUMENT NUMBER 105468, IN DUPAGE COUNTY, ILLINOIS.

1. Grantor is the owner of a tract of land described as follows:

For and in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, the conditions herein contained in paragraphs 3, 4, 5, 6, and 7 hereof and the benefits to be derived from this Grant of Easement:

WITNESSETH:

THIS GRANT OF EASEMENT is made as of this _____ day of September 2006, by HANEEF SHAKEEL and _____ of 230 South Westmore, Lombard, IL 60148 (hereinafter referred to as the "Grantor") and the VILLAGE OF LOMBARD, an Illinois municipal corporation, County of DuPage, Illinois, 255 East Wilson Avenue, Lombard, IL 60148-3969 (hereinafter sometimes referred to as the "Village").

GRANT OF EASEMENT

[The above space reserved for the Recorder of Deeds of DuPage County]

Klein Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606
George A. Wagner, Esq. (#49-42)

PREPARED BY AND AFTER
RECORDING RETURN TO:

for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate an underground water line together with all fire hydrants, and all facilities incidental thereto (hereinafter the "System"), in, on, upon, over, through, across and under a strip of land on the Subject Property described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY AND THE POINT OF BEGINNING ("POB"), THENCE WEST 5 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF THE SUBJECT PROPERTY; THENCE NORTH 10 FEET; THENCE EAST 5 FEET TO THE EAST BOUNDARY LINE OF THE SUBJECT PROPERTY; THENCE SOUTH 10 FEET TO THE POB;

(hereinafter the "Permanent Easement Premises").

3. Grantor hereby agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, may at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the above-described Permanent Easement Premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Easement and the easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid System and activities incidental thereto.

4. The Grantor reserves the right to make any use of the Permanent Easement Premises, whether on, above or below its surface for any lawful purpose except that any structure or use shall not interfere in any manner with the easement and uses by the Village hereby granted and authorized.

5. The Village, its agents and employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction of said System and activities incidental thereto, and after all subsequent maintenance, alterations and repairs thereto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, repairing, reconstructing, removing, maintaining, altering, inspecting, repairing and operating.

6. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and/or operating said System and activities incidental thereto, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement are to be at the sole expense of the Village.

7. All right, title and interest in said System shall remain in the Village, and the Village shall have the obligation and the right to maintain and repair the System.

8. Such perpetual easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assigns.

Accepted by the Village of Lombard, DuPage County, Illinois, this _____ day of September 2006.

[INSERT VILLAGE SEAL ABOVE]

By: Barbara A. Johnson ~~Barbara A. Johnson~~ Barbara A. Johnson
Name: Barbara A. Johnson
Title: Village Clerk

ATTEST:

By: _____
Name: William J. Mueller
Title: Village President

GRANTEE:
VILLAGE OF LOMBARD

GRANTOR(S):
By: _____
Name: Haneef Shakel
Title: _____

IN WITNESS WHEREOF, the Grantor, has caused its name to be signed to these presents the day and year first above written.

- 13. That the Lender's Consent, attached hereto as Exhibit A, is made a part hereof.
- 12. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. The terms "Grantor" and "Grantee" as used herein shall be deemed to include any and all successors, grantees and assigns of such parties and their respective successors, grantees and assigns.
- 11. This Agreement may be modified, amended or annulled only by the written agreement of the parties that is executed and delivered by authorized representatives of the parties.
- 10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 9. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of Illinois.

STATE OF ILLINOIS
COUNTY OF Cook
SS.)
)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT, HANEEF SHAKEEL and _____

personally known to me to be the same person(s) whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument, as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of Nov., 2006.

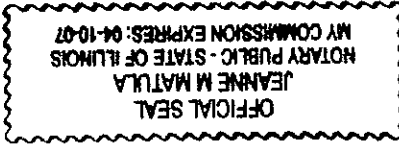
Notary Public
Sanjay Asija
Official Seal
My Commission Expires 03/25/2010
[Signature]
Commission Expiration 3/25/2010

STATE OF ILLINOIS
COUNTIES OF DUPAGE
SS.)
)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named WILLIAM J. MUELLER and BARBARA A. JOHNSON, as Village President and Deputy Village Clerk respectively of the VILLAGE OF LOMBARD, A MUNICIPAL CORPORATION, (the "Village"), personally known to be the same persons whose names are subscribed to the foregoing instrument, and that they appeared before me this day in person and severally acknowledged that as such Village President and Deputy Village Clerk, they signed and delivered the said instrument as the Village President and Deputy Village Clerk pursuant to authority given by the Village Board of Trustees, and as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth, and that Deputy Village Clerk, as custodian of the corporate seal of the Village, has caused the seal to be affixed thereto.

GIVEN under my hand and official seal, this _____ day of _____, 2006.

Notary Public
Sanjay Asija
Official Seal
My Commission Expires 03/25/2010
Commission Expiration _____



Jeannette M. Matula
Notary Public

GIVEN UNDER my hand and Notary Seal this 25th day of October 2006.

The undersigned, a Notary Public in and for said County and State aforesaid, DOES HEREBY CERTIFY that Greg Roberts and Joseph L. Schager are the Asst. Vice Pres. and Vice President of the JPMorgan Chase Bank (the "Corporation") and are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act and the free and voluntary act of the Corporation for the uses and purposes therein set forth.

STATE OF Illinois
COUNTY OF DuPage)
SS)

By: Greg Roberts
Name: Greg Roberts
Title: Asst. and Vice President
Attest: Joseph L. Schager
Name: Joseph L. Schager
Title: Vice President

LENDER:

The undersigned has executed this Joinder as of the 25 day of October 2006.

The undersigned, as lender ("Lender") under that certain first mortgage dated Sept 30, 2005 made by the Grantor hereinbefore named, which first mortgage was recorded on Oct 3, 2005 as Document Number 2005-218976 in the Recorder of Deeds Office of DuPage County, Illinois (the "First Mortgage"), and the other ancillary documents executed therewith, including but not limited to the promissory note (collectively the "Loan Documents"), for itself and its successors and assigns of its interest under the First Mortgage (i) consents to the execution of the Grant of Easement and (ii) agrees that Lender's interest under the First Mortgage and the First Mortgage itself, and other Loan Documents, is subject and subordinate to all of the terms, covenants and provisions of the Grant of Easement to which this Joinder is attached.

EXHIBIT A
CONSENT, JOINER AND SUBORDINATION OF LENDER
WITH RESPECT TO THE GRANT OF EASEMENT
("Joinder")

