

**ORDINANCE 7344
PAMPHLET**

**VACATION OF MAGNOLIA CIRCLE RIGHT OF WAY
BETWEEN CHERRY LANE AND MADISON MEADOWS PARK**



**PUBLISHED IN PAMPHLET FORM THIS 7th DAY OF APRIL, 2017, BY ORDER
OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD, DUPAGE
COUNTY, ILLINOIS.**

Sharon Kuderna
**Sharon Kuderna
Village Clerk**

ORDINANCE NO. 7344

**AN ORDINANCE VACATING A PORTION OF MAGNOLIA CIRCLE,
BETWEEN CHERRY LANE AND MADISON MEADOWS PARK**

BE IT ORDAINED by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

SECTION 1: That the President and Board of Trustees (hereinafter the "Corporate Authorities") of the Village of Lombard (hereinafter the "Village") find as follows:

- A. Pursuant to 65 ILCS 5/11-91-1, an ordinance vacating a right-of-way can provide that it shall not become effective until the owner(s) of the property abutting the right-of-way, or the owner(s) of a particular parcel of property abutting the right-of-way, to be vacated, pay(s) compensation to the municipality in an amount which, in the judgment of the corporate authorities, shall be the fair market value of the property acquired or of the benefits which will accrue to said owner(s) by reason of the vacation.
- B. That the fair market value of the dedicated right-of-way, as described in Section 3 below (hereinafter the "Vacated Street"), after taking into account the work to be performed by the Village as set forth in Section 4 below, is Thirty Thousand and No/100 Dollars (\$30,000.00).
- C. That the owners of the following-described properties:

PARCEL 1 (Steven Tani LLC – hereinafter the "Parcel 1 Owner"):

Lot 292 in Lombard Meadows, a subdivision in parts of Sections 16 and 17, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 23, 1957 as document 850186, in DuPage County, Illinois;

P.I.N.: 06-17-215-001;

Common Address: 902 Cherry Lane, Lombard, Illinois 60148; and

PARCEL 2 (L. Frances Brach, as Trustee under the Trust Agreement dated July 3, 2014, and known as the L. Frances Brach Trust – hereinafter the "Parcel 2 Owner"):

Lot 291 in Lombard Meadows, a subdivision in parts of Sections 16 and 17, Township 39 North, Range 11, East of the Third Principal Meridian,

according to the plat thereof recorded July 23, 1957 as document 850186, in DuPage County, Illinois;

P.I.N.: 06-17-217-001;

Common Address: 906 Cherry Lane, Lombard, Illinois 60148;
(the Parcel 1 Owner and the Parcel 2 Owner are hereinafter collectively referred to as the "Abutting Property Owners") shall make payment to the Village for the entire compensation due relative to the street vacation referenced in Section 3 below, as more specifically set forth in Section 4 below.

SECTION 2: It is hereby determined that the public interest will be subserved by vacating the Vacated Street, as hereinafter described, subject to the conditions set forth in Sections 4, 6, 7, 8 and 9 below.

SECTION 3: The following-described right-of-way:

That part of Magnolia Circle located South of and adjacent to Lot 292, and North of and adjacent to Lot 291, in Lombard Meadows, a subdivision in parts of Sections 16 and 17, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 23, 1957 as document 850186, in DuPage County, Illinois, and North of and adjacent to Lot 291 in Lombard Meadows, a subdivision in parts of Sections 16 and 17, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 23, 1957 as document 850186, in DuPage County, Illinois;

as shown on the plat of vacation attached hereto as Exhibit A, and made part hereof, and designated "hereby vacated" on said plat of vacation, be and the same hereby is vacated, subject to the conditions listed in Sections 4, 6, 7, 8 and 9 below, with said vacation not being in full force and effect until such time as the recording of this Ordinance, as referenced in Section 9 below, actually takes place.

SECTION 4: That this Ordinance shall be subject to the following:

- A. Each of the Abutting Property Owners making a monetary deposit of Fifteen Thousand and No/100 Dollars (\$15,000.00) with the Village, within sixty

(60) days of the approval date of this Ordinance.

B. The Village:

- (1) removing all pavement, sidewalk, trees and utilities from the Vacated Street, and restoring the Vacated Street to a grassed area;
- (2) abandoning the existing watermain, in the Vacated Street, but leaving the existing watermain in place; and
- (3) disconnecting the existing water service line, serving the house on PARCEL 1 (as referenced in Section 1.C. above), from the existing watermain in the Vacated Street, and constructing a water service line from the existing watermain in Cherry Lane to the house on said PARCEL 1;

as part of the Village's Lombard Meadows 3: Magnolia Circle Project (the "Project"); on or before December 31, 2020 (hereinafter the "Village Work").

SECTION 5: Pursuant to 65 ILCS 5/11-91-1, the Parcel 1 Owner shall acquire title to the North 1/2 of the Vacated Street, and the Parcel 2 Owner shall acquire title to the South 1/2 of the Vacated Street, upon the recording of a certified copy of this Ordinance and the plat of vacation attached hereto as Exhibit A.

SECTION 6: That, in the event that the payments, by both the Parcel 1 Owner and the Parcel 2 Owner, as provided for in Section 4.A. above, are not received by the Village within sixty (60) days of the approval date of this Ordinance, this Ordinance shall be null and void and of no further effect, the recording as referenced in Section 8 below shall not take place, and the Corporate Authorities of the Village shall take the appropriate action to formally repeal this Ordinance.

SECTION 7: That, in the event that the Village Work, as provided for in Section 4.B. above, is not completed by the Village on or before December 31, 2020, as a result of the Project not moving forward, the payments made to the Village, by the Abutting Property Owners, pursuant to Section 4.A. above, shall be refunded to the Abutting Property Owners by the Village, along with interest thereon at the rate of two percent

(2%) per annum, from the date of the deposit thereof with the Village to the date of the refunding thereof to each of the Abutting Property Owners, this Ordinance shall be null and void and of no further effect, the recording as referenced in Section 9 below shall not take place, and the Corporate Authorities of the Village shall take the appropriate action to formally repeal this Ordinance.

SECTION 8: That, in the event that the Corporate Authorities of the Village repeal or amend this Ordinance on or before December 31, 2020, without the prior written approval of the Abutting Property Owners, the payments made to the Village, by the Abutting Property Owners, pursuant to Section 4.A. above, shall be refunded to the Abutting Property Owners by the Village, along with interest thereon at the rate of five percent (5%) per annum, from the date of the deposit thereof with the Village to the date of the refunding thereof to each of the Abutting Property Owners.

SECTION 9: That, upon the Village's receipt of the payments referenced in Section 4.A. above, and the Village's completion of the Village Work as referenced in Section 4.B. above, the Director of Community Development is hereby directed to record the original signature copy of this Ordinance, along with the original plat of vacation and a certification by the Village Clerk as to the Ordinance being the original Ordinance, with the DuPage County Recorder of Deeds.

SECTION 10: That the Abutting Property Owners are in agreement with the terms and conditions of this Ordinance, and accept same as evidenced below:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

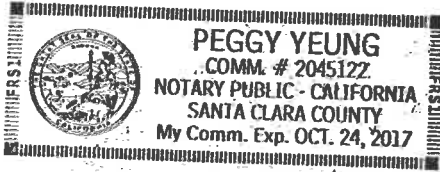
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)
On Jan 4th 2017 before me, Peggy Yeung, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Steven Trui
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Ordinance Vacating Portion Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

B. L. FRANCES BRACH, AS TRUSTEE UNDER THE TRUST AGREEMENT DATED JULY 3, 2014, AND KNOWN AS THE L. FRANCES BRACH TRUST, being the Parcel 2 Owner, hereby voluntarily accepts, and agrees to be bound by, the terms and conditions of this Ordinance, relative to the vacation of the Vacated Street.

By: *L. Frances Brach*
L. Frances Brach
Trustee Under the Trust Agreement Dated July 3, 2014,
and Known as the L. Frances Brach Trust

CERTIFICATION

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named L. Frances Brach, personally known to me to be the Trustee Under the Trust Agreement Dated July 3, 2014, and Known as the L. Frances Brach Trust (the "Trust"), and also known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that, as such Trustee, she signed and delivered the signed instrument, pursuant to authority given by said Trust, as her free and voluntary act, and as the free and voluntary act and deed of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 16th day of March, 2017.

Karen J. Ellis
Notary Public



SECTION 11: That this Ordinance shall be in full force and effect from and after its passage by a three-fourths (3/4ths) vote of the Trustees holding office, and approval, as required by law.

Passed on first reading this ____ day of ____, 2017.

First reading waived by action of the Board of Trustees this 6th day of April, 2017.

Passed on second reading this 6th day of April, 2017.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike and Ware

Nays: None

Absent: None

Approved this 6th day of April, 2017.


Keith T. Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk

Published by me in pamphlet form on this 7th day of April, 2017


Sharon Kuderna
Village Clerk

Exhibit A

Plat of Vacation

(attached)

