

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

 X 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: January 6, 2004 (B of T) Date: January 15, 2004

TITLE: 106 E. Windsor

SUBMITTED BY: Department of Community Development *DGH*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a resolution authorizing the release of certain easements relative to the property located at 106 E. Windsor. (DISTRICT #4)

Please place this item on the January 15, 2004 Village Board of Trustees agenda.

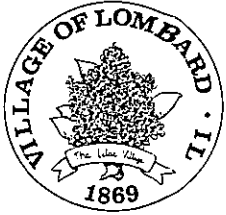
Staff recommends approval of this request.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X <i>William T. Lichter</i>	Date <i>1/7/04</i>

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.



#030857 & 030858

MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Director of Community Development *DAH*

DATE: January 6, 2004

SUBJECT: 151 N. Charlotte and 106 E. Windsor

Please be advised that pursuant to Village Board direction, staff has received a Purchase and Sale Agreement for the sale of 151 N. Charlotte to West Suburban Bank, as Trustee, under Trust Agreement dated October 24, 2003 and known as Trust No. 12485. Said property will be sold for \$175,000. The acquisition of this property was for \$222,000. Demolition costs associated with this property were \$14,900 and other associated costs totaled \$7,000. Total costs of Village funds expended as a result of the 151 N. Charlotte property are \$245,000.

The Village will be receiving \$175,000 for the sale of the property and \$10,000 for the abrogation of the easement of the 106 E. Windsor property. The Village is underwriting the land cost by \$60,000 to allow this development. The property will likely generate \$10,000 annually. Over the life of the TIF, this property will generate more than \$200,000 in new tax increment and thus offset expended costs.

As previously indicated the Village will receive \$10,000 for the release of easement agreement which benefits the Village's 151 N. Charlotte Street property located on the 106 E. Windsor Street. The 151 N. Charlotte property enjoyed parking rights over the 106 E. Windsor property. The owners of the 106 E. Windsor property have signed the necessary agreements and provided \$10,000 to the Village.

Recommendation:

Staff recommends that the Village Board of Trustees authorize the President and Deputy Village Clerk to sign the Purchase and Sale Agreement for the sale of 151 N. Charlotte and the associated Abrogation of Easement for 106 E. Windsor.

R E S O L U T I O N
R _____ 04

**A RESOLUTION AUTHORIZING THE
RELEASE OF CERTAIN EASEMENTS**

WHEREAS, on June 5, 2003, the President and Board of Trustees passed Resolution No. 01-04, authorizing the purchase of the real estate located at 151 N. Charlotte (hereinafter the "Subject Property"), which purchase was consummated on June 6, 2003; and

WHEREAS, the Subject Property is benefited by easements (hereinafter the "Easements") located on the adjoining property at 106 East Windsor Avenue (hereinafter the "Adjoining Property"), said Easements being described as follows with "Parcel 1 (Parcel A)" referring to the Subject Property and "Lot 2" referring to the Adjoining Property:

Easement No. 1: Easement for the benefit of Parcel 1 (Parcel A) for parking purposes over the West 20 feet of the North 81 feet of Lot 2 in said Windsor Avenue Subdivision as granted by Reciprocal Easement Agreement recorded August 22, 1985, as document R85-69762.

Easement No. 2: Easement for the benefit of Parcel 1 (Parcel A) for storm water detention and drainage purposes in, on, under, upon, and through the West 20 feet of the North 81 feet of Lot 2 in said Windsor Avenue Subdivision as granted by Easement Agreement recorded March 11, 1986, as document R86-22502.

(hereinafter the "Easements"); and

WHEREAS, the owners of the Adjoining Property have requested release of the Easements; and

WHEREAS, the Easements were intended to provide storm water detention and parking in conjunction with the use of the Subject Property as a non-conforming office use; and

WHEREAS, the Village of Lombard intends to sell the Subject Property for development as a single family residence; and

WHEREAS, the President and Board of Trustees have determined that the public interest will be subserved by releasing the Easements and have no objection to their release; and

WHEREAS, the President and Board of Trustees of the Village of Lombard have determined that the fair market value of the Easements is \$10,010.00;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: The recitals set forth hereinabove are incorporated as findings of fact by the President and Board of Trustees of the Village of Lombard.

SECTION 2: The Village makes no representations of any kind regarding the status of title to the Easements, but rather solely releases its rights, interests and entitlements to the Adjoining Property as provided for by the Easements, except as expressly reserved herein.

SECTION 3: The Village agrees to pay the owners of the Adjoining Property the amount of TEN DOLLARS (\$10.00) for release of any and all rights, interests and entitlements that said owners may have in the Subject Property, as provided for by the Easements.

SECTION 4: The release of the Easements shall become effective upon payment of compensation to the Village by the owners of the Adjoining Property in the amount of TEN THOUSAND AND TEN AND NO/100 DOLLARS (\$10,010.00) and payment of compensation to the owners of the Adjoining Property by the Village in the amount of TEN AND NO/100 DOLLARS (\$10.00).

SECTION 5: The Village President, Deputy Village Clerk and Village Manager are hereby authorized to execute any and all documents necessary to complete the release of the Easements.

SECTION 6: Upon the Village's receipt of the owners of the Adjoining Property payment as referenced in Section 4 above, the Deputy Village Clerk is hereby directed to cause the recording of a certified copy of this Resolution, together with the original fully

executed a Reciprocal Release of Easement Agreement, the form of which is attached hereto as Exhibit A, which by reference is hereby made a part hereof, with the Recorder of Deeds of DuPage County.

SECTION 7: 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 _____, 2004, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Approved this ____ day of _____, 2004.

William J. Mueller, Village President

ATTEST:

Barbara A. Johnson, Deputy Village Clerk

@PFDesktop::ODMA/MHODMA/CH2KDC01;iManage;122006;2

THIS DOCUMENT WAS PREPARED
BY:

Klein, Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606
George A. Wagner, Esq. (DM 49/5)

AFTER RECORDING RETURN TO:

Klein, Thorpe & Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606
George A. Wagner, Esq. (DM)

[Space for Recorder's Office]

RECIPROCAL RELEASE OF EASEMENT AGREEMENT

Release of Easement (this "**Release**") is made as of this _____ day of _____, 2003, by and between the **VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, AN ILLINOIS MUNICIPAL CORPORATION ("Owner-1")**, the fee simple titleholder of the real property described in **Exhibit A** attached hereto and made a part hereof ("**Parcel A**") and **DONALD and AIDA TRINIDAD** of 106 East Windsor Avenue, Lombard, DuPage County, Illinois, ("**Owner-2**"), the fee simple titleholder of the real property described in **Exhibit A** attached hereto and made a part hereof ("**Parcel B**"). The parties hereto acknowledge and agree to the following:

1. This Release is subject to the provisions of a certain Consent Decree entered by the Circuit Court of DuPage County, in Case 82-MR-418, on June 14, 1985, and pursuant to which **Easement No. 1** and **Easement No. 2**, as defined herein and as described in **Exhibit A** attached hereto and made a part hereof, were granted.

2. Owner-1, for and in consideration of the mutual release of **Easement No. 1** and **Easement No. 2** (as hereinafter defined), the benefits derived from the mutual release of the easements, TEN THOUSAND TEN AND NO/100 DOLLARS (\$10,010.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, does by these presents, RELEASE and QUITCLAIM onto Owner-2 and its successors and assigns, all of its right, title and interest in, to and under that certain Reciprocal Easement Agreement dated August 20, 1985, recorded on August 22, 1985 in the Recorder of DuPage County, as Document No. R85-69762 ("**Easement No. 1**") and all of its right, title and interest in, to and under that certain Easement Agreement dated November 13, 1985,

recorded on March 11, 1986 in the Recorder of DuPage County, as Document No. R86-22502 ("Easement No. 2").

3. Owner-2, for and in consideration of the mutual release of **Easement No. 1** and **Easement No. 2** (as hereinafter defined), the benefits derived from the mutual release, TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, does by these presents, RELEASE and QUITCLAIM onto Owner-1 and its successors and assigns, all of its right, title and interest in, to and under Easement No. 1 and all of its right, title and interest in, to and under Easement No. 2.

4. This Release may be executed in counterparts and each counterpart, when combined, shall be considered one and the same document.

The undersigned, have executed this Release as of the day, month and year first above written.

OWNER-1
VILLAGE OF LOMBARD, DuPage County, a
Municipal corporation

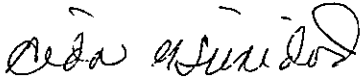
By: _____
Name: William J. Mueller
Title: Village President

Attest:

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

OWNER-2

By: 
Name: Donald Trinidad

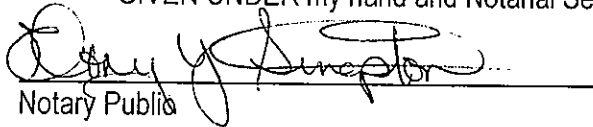
By: 
Name: Aida Trinidad

[Place Village Seal Here]

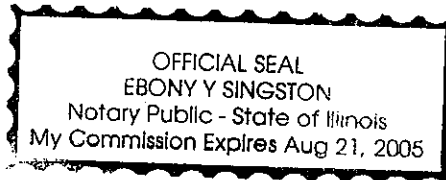
STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) ss.

I, the undersigned, being a Notary Public in and for the State and County aforesaid, do hereby state that **Donald Trinidad** and **Aida Trinidad**, personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this date and acknowledged that they executed said instrument for the uses and purposes therein stated.

GIVEN UNDER my hand and Notarial Seal this 19th day of December, 2003.


Notary Public

My Commission expires on: August 21, 2005



STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that **William J. Mueller** and **Barbara A. Johnson**, are personally known to me to be the Village President and Village Clerk, respectively, of the Village of Lombard, an Illinois municipal corporation (the "**Village**") and also known to me to be the same persons whose names are subscribed to the foregoing instrument and as such Village President and Village Clerk, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk, they signed and delivered the said instrument pursuant to the authority given by the Village of Lombard 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 Village Clerk, as custodian of the corporate seal of the Village, has caused the seal to be affixed thereto.

GIVEN UNDER my hand and Notarial Seal this _____ day of _____, 2003.

Notary Public

EXHIBIT A
Legal Descriptions of Parcel A and Parcel B
and
Legal Descriptions of Easement No. 1 and Easement No. 2

Legal Description of Parcel A:

Lot 1 in Windsor Avenue Subdivision, a Subdivision being part of the Southwest Quarter of Section 5, Township 39 North, Range 11, lying East of the East line of Charlotte Street, North of the North line of Windsor Avenue and South of a line 25.0 feet south (measured at right angles) of the center of the main track of the Chicago and Northwestern Transportation Company, in DuPage County, Illinois.

Also described as: Lot 1 in Windsor Avenue Subdivision of part of the South half of the Southwest quarter of Section 5, Township 39 North, Range 11 East of the Third Principal Meridian according to the plat thereof recorded August 6, 1985, as Document R85-63730 and Certificate of Correction recorded August 22, 1985, as Document R85-69763, in DuPage County, Illinois.

Address: 151 N. Charlotte Street
PIN: 06-05-323-005

Legal Description of Parcel B:

Lot 2 in Windsor Avenue Subdivision, a Subdivision being part of the Southwest Quarter of Section 5, Township 39 North, Range 11, lying East of the East line of Charlotte Street, North of the North line of Windsor Avenue and South of a line 25.0 feet South (measured at right angles) of the center of the main track of the Chicago and Northwestern Transportation Company, in DuPage County, Illinois.

Also described as: Lot 2 in Windsor Avenue Subdivision, being a subdivision of part of the South ½ of the Southwest ¼ of Section 5, Township 39 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded August 6, 1985, as Document R85-63730, in DuPage County, Illinois.

Address: 106 East Windsor Avenue
PIN: 06-05-323-006

Legal Description of Easement No. 1:

Easement for the benefit of Parcel 1 (Parcel A) for parking purposes over the West 20 feet of the North 81 feet of Lot 2 in said Windsor Avenue Subdivision as granted by Reciprocal Easement Agreement recorded August 22, 1985, as document R85-69762.

Legal Description of Easement No. 2:

Easement for the benefit of Parcel 1 (Parcel A) for storm water detention and drainage purposes in, on, under, upon, and through the West 20 feet of the North 81 feet of Lot 2 in said Windsor Avenue Subdivision as granted by Easement Agreement recorded March 11, 1986, as document R86-22502.

