



J.P. "RICK" CARNEY
DUPAGE COUNTY RECORDER
DEC.04,2001 11:42 AM
PLAT 06-05-423-011
010 PAGES R2001-263196

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ORDINANCE NO. 5016

**ORDINANCE VACATING A PORTION OF THE
ST. CHARLES ROAD RIGHT-OF-WAY
AND ACCEPTING A LANDSCAPE EASEMENT IN
COMPENSATION FOR SAME**

Return To:

**Village of Lombard
Department of Community Development
255 E. Wilson Avenue
Lombard, IL 60148**

ORDINANCE NO. 5016

**AN ORDINANCE VACATING A PORTION OF
THE ST. CHARLES ROAD RIGHT-OF-WAY AND
ACCEPTING A LANDSCAPE EASEMENT IN COMPENSATION FOR SAME**

WHEREAS, the VILLAGE maintains a right-of-way of variable width for that portion of St. Charles Road which is located within the corporate limits of the VILLAGE; and

WHEREAS, the VILLAGE has determined that it currently only requires the immediate use of a portion of the St. Charles Road right-of-way for street and sidewalk purposes; and

WHEREAS, the Corporate Authorities of the VILLAGE have received a Plat of Vacation for a portion of St. Charles Road, attached hereto as "Exhibit A" and made part hereof; and

WHEREAS, the Corporate Authorities of the VILLAGE have received a Grant of Easement, including a Plat of Easement for Landscaping Purposes, for a portion of the property commonly referred to as 555 East St. Charles Road, attached hereto and as "Exhibit B" and made part hereof; and

WHEREAS, the VILLAGE is desirous of effectuating improvements on properties that abut said St. Charles Road right-of-way, but only when such properties are developed consistent with the goals and objectives expressed in the St. Charles Road Corridor Plan and the Village's First Impressions Program; and

WHEREAS, the Corporate Authorities of the VILLAGE deem it to be in the best interest of the Village of Lombard to authorize said vacation and accept said Grant of Easement in compensation for said vacation;

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

Ordinance No. 5016

Re:

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SECTION 1: It is hereby determined that the public interest will be subserved by vacating the portion of St. Charles Road hereinafter described.

SECTION 2: That the street described as follows and as shown on the plat attached hereto as Exhibit "A" and designated "hereby vacated" be and the same hereby is vacated:

THAT PART OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN OWEN'S SUBDIVISION; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 630.60 FEET, AND WHOSE CHORD BEARS SOUTH 83 DEGREES 14 MINUTES 37 SECONDS WEST, FOR A CHORD DISTANCE 66.74 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 2 DEGREES 45 MINUTES 9 SECONDS WEST, A DISTANCE OF 20.80 FEET; THENCE NORTH 83 DEGREES 59 MINUTES 12 SECONDS WEST, A DISTANCE OF 63.10 FEET TO A POINT ON THE SOUTHERLY LINE OF ST. CHARLES ROAD; THENCE NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 630.60 FEET, AND WHOSE CHORD BEARS NORTH 77 DEGREES 28 MINUTES 05 SECONDS EAST FOR A CHORD DISTANCE OF 65.30 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

555E. St Charles Rd. Lombard 06-05 423-011
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SECTION 3: That as compensation for the aforementioned vacation, the VILLAGE hereby accepts the landscaping easement referenced in Exhibit "B" attached hereto, with the Village President and Village Clerk being hereby authorized to execute any documents necessary to effectuate the acceptance of said landscaping easement.

SECTION 4: That the Department of Community Development is hereby directed to record a certified copy of this Ordinance, along with the original Plat of Vacation with the DuPage County Recorder of Deeds.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval as provided by law.

First reading waived by action of the Board of Trustees this 6th day of September, 2001.

Passed on second reading this 6th day of September, 2001.

Ordinance No. 5016

Re:

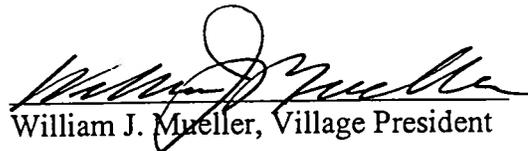
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Ayes: Trustees DeStephano, Tross, Koenig, Sebby, Florey, Soderstrom

Nayes: None

Absent: None

Approved this 6th, day of September, 2001.


William J. Mueller, Village President

ATTEST:


Suzan L. Kramer, Village Clerk

EXHIBIT "B"

GRANT OF EASEMENT

This grant of easement made this 6th day of September, 2001 by Mark S. Nofsinger, as Trustee under a Trust Agreement dated March 16, 1989 (hereinafter "Grantor") to the VILLAGE OF LOMBARD, DuPage County, Illinois, a municipal corporation (hereinafter referred to as "Village"). The common address of the parcel described in Exhibit "B" and subject to this agreement is 555 East St. Charles Road, Lombard, Illinois 60148.

WITNESSETH:

For in consideration of ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, the conditions herein contained and the benefits to be derived from this Grant of Easement:

1. Grantor hereby grants, releases conveys, assigns and quit claims to the VILLAGE a perpetual easement for the full and free right, privilege and authority to clear, dig, construct, install, replace, remove, repair, alter, inspect and maintain landscaping and plant materials, in, on, over, through and across a strip of land as described in Exhibit "B" attached hereto and made part hereof.
2. 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 time designated herein necessary to do so, go in, on upon, over and across the above-described premises,

and do and perform any and all acts necessary to the carrying into effect the purposes for which this Grant and the easements created hereby are made.

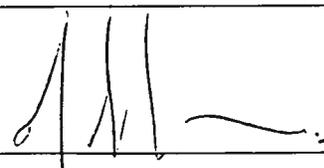
3. The VILLAGE is provided the right to select and install landscaping and plant materials exclusively at its own discretion, subject to landscape requirements and provisions established in the Lombard Village Code. However, the VILLAGE shall notify the Grantor in writing of the nature of any landscape improvements within the easement area prior to installation of said landscape improvements.
4. The Grantor shall retain the right to use the Subject Property in any manner that does not interfere with the grant of use to the VILLAGE contained herein. Exclusive of grass lawn mowing, the grantor shall not disturb, molest, injure, remove or in any manner interfere with the aforesaid landscaping and plant materials within the easement area without the written approval of the VILLAGE.
5. Exclusive of grass lawn mowing, all landscape work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or connections with, the digging, installation and/or maintenance of landscape plantings, and all other matters to be performed, furnished or used, or expenses to be paid, under the terms of this agreement are to be at the sole expense of the VILLAGE.

6. Such perpetual easement as is herein granted shall run with the land and that 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.

7. The VILLAGE, its agents and employees, successors, grantees, lessees and assigns, hereby agree to indemnify the Grantor for all costs and expenses, including reasonable attorney fees and court costs, in the event of injury to person or property due to any act or omission of the VILLAGE, its agents and employees, successor, grantees, lessees and assigns, in furtherance of the provisions of this Grant of Easement.

8. This Agreement shall be recorded by the Village Clerk at the office of the DuPage County Recorder; the benefits of its provisions shall run with the land and all duties and obligations herein shall be applicable to the Parties' heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor, as aforesaid, has caused its name to be signed to this agreement by _____ and attested by _____.

GRANTOR:  _____

BY: _____

ATTEST: _____

Nofsinger Vacation/Easement Agreement
September 6, 2001
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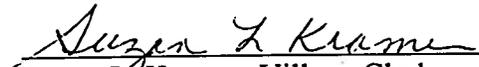
Grant of Easement to the VILLAGE from Mark S. Nofsinger, as Trustee under a Trust Agreement dated March 16, 1989, common address of the parcel subject to the easement is 555 E. St. Charles Road, Lombard, IL.

Approved this 6th day of September, 2001.



William J. Mueller, Village President

ATTEST:



Suzan E. Kramer, Village Clerk

STATE OF ILLINOIS)
)
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named Mark S. Nofsinger, as Trustee under a Trust Agreement dated March 16, 1989, appeared before me this day in person and acknowledge that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

August 28, 2001
Date

William J. Heniff
Notary Public





I, **Suzan L. Kramer**, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a true and correct copy of AN ORDINANCE VACATING A PORTION OF THE ST. CHARLES ROAD RIGHT OF WAY AND ACCEPTING A LANDSCAPE EASEMENT IN COMPENSATION FOR SAME AT 555 E. ST. CHARLES ROAD

of the said Village as it appears from the official records of said Village, duly passed September 6, 2001.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 8th day of October, 2001.



Suzan L. Kramer
Suzan L. Kramer
Village Clerk
Village of Lombard
DuPage County, Illinois
Debra A. Hanson
Debra A. Hanson
Deputy Village Clerk