

City of St. Charles, Illinois
Resolution No. _____

**A Resolution to Grant a Permanent Easement to the Illinois Department
of Transportation for the Riverside Culvert Replacement Project**

**Presented & Passed by the
City Council on May 6, 2024**

WHEREAS, as part of the ongoing 7th Avenue Creek flood control project, the City will be replacing the culvert carrying 7th Avenue Creek under Riverside Ave (IL Rt. 25);

WHEREAS, the City must participate in two easements in order to build and maintain this project;

WHEREAS, Parcel 002 is granting a permanent easement to IDOT for five feet around the culvert headwalls in order to allow for access and maintenance;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, to grant a permanent easement to IDOT for the Riverside Culvert Replacement Project.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 6th day of May, 2024

PASSED by the City Council of the City of St. Charles, Illinois, this 6th day of May, 2024

APPROVED by the Mayor of the City of St. Charles, Illinois, this 6th day of May, 2024

Lora Vitek, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

Route: Riverside Avenue (Illinois Route 25)

County: Kane

Parcel No.: 11824002PE

Station: 11+88.66 to 12+36.04

Index No.: 09-35-351-020

A Permanent Easement That part of Lot 1 in 1734 Riverside Subdivision, according to the plat thereof recorded September 03, 2020 as document 2020K050594, in Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), with a combination factor of 0.99994743, described as follows:

Commencing at the southeast corner of said Lot 1; Thence South 88 degrees 20 minutes 36 seconds West, along the southerly line of said Lot 1, 100.62 feet for a Point of Beginning; Thence continuing along said southerly line, South 88 degrees 20 minutes 36 seconds West, 17.35 feet to the southwesterly corner of said Lot 1; Thence northerly 8.23 feet along the westerly line of said Lot 1, being a nontangential curve to the right, said curve having a radius of 25.00 feet, a chord that bears North 27 degrees 22 minutes 19 seconds West and a chord of 8.20 feet to a point of tangency; Thence North 17 degrees 56 minutes 07 seconds West, along said westerly line and tangent to last described curve, 32.73 feet; Thence North 72 degrees 03 minutes 53 seconds East, perpendicular to last described line, 18.00 feet to a line 18.00 feet easterly of and parallel with said westerly line; Thence South 17 degrees 56 minutes 07 seconds East, along said parallel line, 45.68 feet to said Point of Beginning.

Said Permanent Easement containing 0.018 acres, more or less.

Owner The City of St. Charles
Address 1734 IL-25 (Riverside Ave.)
St Charles, IL 60174
Route IL-25 (Riverside Ave.)
County Kane
Job No. Riverside Culvert Replacement
Parcel No. 11824002PE
P.I.N. No. 09-35-351-020
Section N/A
Project No. R-91-018-24
Station 10+00
Station 14+75
Contract No.
Catalog No.

PERMANENT EASEMENT
(Governmental Entity)

The City of St. Charles, a governmental entity organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), by Lora Vitek, its Mayor, for and in consideration of the benefits resulting from the construction and maintenance of the highway improvements referred to herein, and pursuant to the provisions of its charter hereby represents that Grantor owns the fee simple title to and grants and conveys to the People of the State of Illinois, Department of Transportation, (Grantee), a permanent easement for the purpose of culvert improvement and for other highway purposes, on, over and through the following described real estate:

See attached legal description.

situated in the County of Kane, State of Illinois and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

This permanent easement is made, executed and delivered pursuant to a resolution duly adopted at a meeting held on the day of , 2024.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2024.

City of St. Charles
Name of Governmental Entity

By: _____
Signature

Lora Vitek, Mayor
Print Name and Title

ATTEST:

By: _____
Signature

Nancy Garrison, City Clerk
Print Name and Title

State of _____)
)
) ss
County of _____)

This instrument was acknowledged before me on _____, 2024, by _____, as _____ and _____, as _____ of _____, a governmental entity organized and existing under the laws of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and after recording, return to:

Illinois Department of Transportation
ATTN: Bureau of Land Acquisition



Owner City of St. Charles
 Address 1734 IL Rt. 25 (Riverside Ave.).
 St. Charles, IL 60174
 Route IL-25 (Riverside Ave)
 Section N/A
 County Kane
 Project Riverside Culvert Replacement
 Job No. R-91-018-24
 Parcel No. 11824002PE
 P.I.N. No. 09-35-351-020
 Station 10+00
 Station 14+75
 Catalog No.
 Contract No.

State of Illinois)
) ss.
 County of Kane)

I, Lora Vitek , Mayor of the City of St. Charles

being first duly sworn upon oath states as follows:

1. Affiant has personal knowledge of the facts averred herein.
2. There are **no parties** other than Grantor in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record.
 There are no parties other than Grantor **and the parties listed below** in possession of any portion of the premises described in attached Exhibit "A" through easement, lease, oral or written, or otherwise, whether or not of record:

SEE ATTACHED EXHIBIT "A"

3. This affidavit is made to provide factual representation as a basis for the State of Illinois to accept a document of conveyance for the premises described in said conveyance, the premises being a portion of or all of the above described premises, from the record owners thereof.
4. The affiant has no knowledge of any driveway agreements, encroachments, overlaps, or boundary line disputes involving the premises to be conveyed.
5. The said premises described in Exhibit "A" are: (Check One)
 Vacant and unimproved Agricultural and unimproved
 Improved and
 (A) There have been no improvements made or contracted for on the premises within six (6) months immediately preceding the date of the affidavit, out of which a claim for a mechanic's lien could accrue or has accrued; and
 (B) To the best of my knowledge all improvements now on the premises comply with all local building and zoning ordinances.

6. There are no chattel mortgages, conditional sales contracts or financing statements existing on or in connection with the premises to be conveyed which are not shown by the public records.
7. There are no taxes or special assessments which are not shown as existing liens by the public records involving the premises described in Exhibit A.
8. Per 50 ILCS 105/3.1, the identities of all owners and beneficiaries having an interest in the premises to be conveyed are as follows (check applicable box(es) and complete information requested):

Individual. Individual **owner** of the property is: _____

Nonprofit Organization. There is no individual or other organization receiving distributable income from the organization.

Public Organization, including units of local government. There is no individual or other organization receiving distributable income from the organization

Publicly-Traded Corporation. There is no readily known shareholder entitled to receive more than 7-1/2% interest in the total distribution income of the corporation.

Corporation, Partnership, Limited Liability Company. Those entitled to receive more than 7-1/2% of the total distributable income of said entity are as follows:

	Name	Address
*1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Land Trust or Declaration of Trust. The identity of each beneficiary of Grantor Trust is as follows:

	Name	Address	% of Interest
*1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

* IF THE INITIAL DISCLOSURES SHOW INTERESTS HELD BY ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST, THEN FURTHER DISCLOSURES SHOULD BE PROVIDED UNTIL THE NAMES OF INDIVIDUALS OWNING THE INTEREST IN THE ENTITY ARE DISCLOSED.

Dated this _____ day of _____, 2024 .

By: _____
Signature

Lora Vitek, Mayor
Print Name and Title if applicable

State of _____)
County of _____) ss

This instrument was acknowledged before me on _____, 2024, by

_____ .

(SEAL)

Notary Public

My Commission Expires: _____

NOTE: THIS AFFIDAVIT MAY BE EXECUTED AND ACKNOWLEDGED ON BEHALF OF THE RECORD OWNER(S) BY ANY **ONE** OF THE RECORD OWNERS, OFFICERS, MANAGERS, PARTNERS, OR TRUSTEES HAVING KNOWLEDGE OF THE FACTS IN THIS AFFIDAVIT.