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Doc#: 0428144036
Eugene "Gene" Moore Fee: \$138.00
Cook County Recorder of Deeds
Date: 10/07/2004 09:59 AM Pg: 1 of 0

(Above space for Recorder's Office Only)

VILLAGE OF ROSELLE
31 S. PROSPECT STREET
ROSELLE, IL 60172

DOCUMENT TITLE PAGE

Document Title: Street Dedication

Property Address: Carlsbad Trail Extension, Roselle, IL. 60172

P.I.N.'s: 07-35-300-029

Legal Description: See Attached

Prepared By/Submitted By:
Village of Roselle
31 S. Prospect Street
Roselle, IL 60172

Bill and Return To:
Village of Roselle
31 Prospect Street
Roselle, IL 60172

BOX 164

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RESOLUTION NO. 2002-1267

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ROSELLE AND THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 54, COOK COUNTY, ILLINOIS CONCERNING THE ACQUISITION OF CERTAIN PROPERTY COMMONLY KNOWN AS THE "NERGE SCHOOL PROPERTY" BY THE VILLAGE OF ROSELLE, ILLINOIS

WHEREAS, the Village of Roselle is a municipality organized and existing under the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.* (hereinafter "Code"); and

WHEREAS, the Village of Roselle is authorized and empowered to lay out, establish, open, alter, widen, extend, grade, pave or otherwise improve streets as specified within Section 5/11-61-2 of the Code; and

WHEREAS, Section 5/11-61-2 of the Code provides further that corporate authorities of each municipality may take real property or portions thereof belonging to school districts even though the property is already devoted to a public use when the taking will not materially impair or interfere with the use already existing, and will not be detrimental to the public; and

WHEREAS, the Village of Roselle has undertaken certain review and investigation of the property legally described and depicted in Exhibits A and B attached hereto and incorporated herein, said property being commonly referred to as the Nerge School Property; and

WHEREAS, the owner of the property legally described in Exhibit A and depicted in Exhibit B is the Board of Education of Community Consolidated School District No. 54, Cook County, Illinois (hereinafter "the School District"); and

WHEREAS, on the 5th day of November, 2001, the Village of Roselle adopted Ordinance No. 2001-2881 authorizing the negotiation for the acquisition of the Nerge School Property as legally described and depicted in Exhibits A and B attached hereto; and

WHEREAS, since the adoption of Ordinance No. 2001-2881, the Village staff and attorneys have negotiated with the School District and have reached agreed upon terms and conditions as it relates to the Village of Roselle's acquisition of the Nerge School Property, as documented and set forth in an Intergovernmental Agreement which has already been executed by the School District, a true and accurate copy of which is attached hereto and incorporated herein as Exhibit C; and

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WHEREAS, the Village of Roselle has determined that it is reasonable, necessary and in the best interest of the Village of Roselle to acquire the Nerge School District Property in accordance with the terms and conditions of the Intergovernmental Agreement attached hereto as Exhibit C; and

WHEREAS, the Village and the School District are municipalities as defined in Section 1(c) of "An Act in relation to the transfer of interests in real estate by units of local government or school districts," 50 ILCS 605/1(c) (hereinafter "the Local Government Property Transfer Act"); and

WHEREAS, Section 2 of the Local Government Property Transfer Act, 50 ILCS 605/2, authorizes a municipality to convey real estate to another municipality for any public purpose upon a two-thirds vote of the corporate authorities of the transferor municipality; and

WHEREAS, the Village and the School District are empowered to enter into the Intergovernmental Agreement attached hereto as Exhibit C pursuant to the authority granted in Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/3 *et seq.*, and the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Roselle, Illinois as follows:

1. That the recitals set forth above are hereby adopted and incorporated into this Resolution.
2. That it is necessary and desirable that the real estate described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein, be acquired in accordance with the terms and conditions set forth in the Intergovernmental Agreement attached hereto and incorporated herein as Exhibit C.
3. That the President of the Village of Roselle is hereby authorized and directed to sign an original of the Intergovernmental Agreement attached hereto as Exhibit C, and such other duplicate originals as the Village of Roselle deems necessary, with the Village Clerk attesting to said Intergovernmental Agreement.
4. That the President, staff and attorneys for the Village of Roselle, be and hereby are, authorized to take all necessary steps to implement and carry out all terms and conditions of the Intergovernmental Agreement attached hereto as Exhibit C so as to acquire the Nerge School Property as legally described and depicted in Exhibits A and B.
5. This Resolution shall be in full force and effect upon its passage by the President and Board of Trustee of the Village of Roselle, Illinois.

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AYES: Rhode, Stephens, Plasschaert, Eckert, Devlin, Sass, Smolinski

NAYS: None

ABSENT: None

ABSTAIN: None

PASSED AND APPROVED by the President and Board of Trustees of the Village of Roselle, Illinois this 8th day of July, 2002.

ATTEST:

Linda McDermott
Village Clerk

APPROVED:

Boyle A. Smolinski
President

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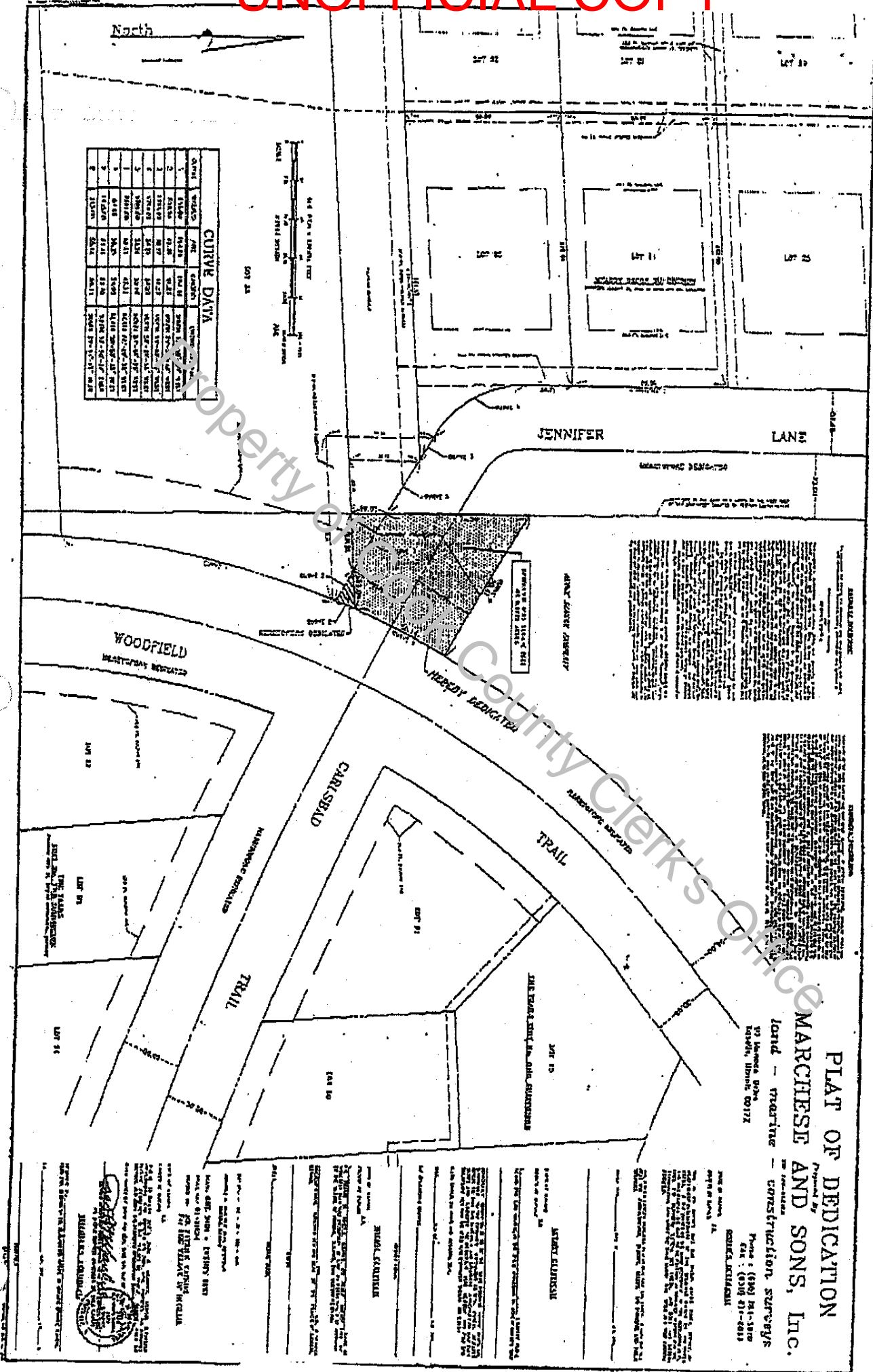
LEGAL DESCRIPTION

That part of the West Half of the Southwest Quarter of Section Thirty-Five, Township Forty-One North, Range Ten, East of the Third Principal Meridian, bounded and described as follows:

Beginning at the intersection of West line of the East 60 acres of the West Half of the Southwest Quarter of said Section Thirty-Five with a line 1040.00 feet South of and parallel with the North line of the West Half of the Southwest Quarter of said Section Thirty-Five, as measured on the West line of the East 60 acres of the West Half of the Southwest Quarter of said Section Thirty-Five, thence North 00 degrees 14 minutes 16 seconds East being an assumed bearing on the last described West line a distance of 98.01 feet to a point of intersection with the Northwesterly extension of the Northerly line of Carlsbad Trail according to the Trails Unit Two, being a Subdivision of part of the Southwest Quarter of said Section Thirty-Five said Plat recorded April 18, 1972 as Document No. 21870672; thence Southeasterly a distance of 85.41 feet on the Northwesterly extension of the Northerly line of said Carlsbad Trail, said line being a curved line concaved to the Southwest having a radius of 1695.00 feet with a chord distance of 85.40 feet with a chord bearing South 57 degrees 50 minutes 56 seconds East to the Westerly line of Woodfield Trail according to the Trails Unit Two, aforesaid; thence Southwesterly a distance of 55.14 feet on the Westerly line of said Woodfield Trail, being a curved line concaved to the Northwest, having a radius of 513.00 feet with a chord distance of 55.11 feet with a chord bearing of South 25 degrees 21 minutes 17 seconds East to a line 1040.00 feet South of and parallel with the North line of the West Half of the Southwest Quarter of said Section Thirty-Five, as measured on the West line of the East 60 acres of the West Half of the Southwest Quarter of said Section Thirty-Five; thence South 86 degrees 47 minutes 13 seconds West on the last described parallel line, a distance of 49.19 feet to the point of beginning, all in Cook County, Illinois.

EXHIBIT A to Resolution

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CURVE DATA

Station	Angle	Radius	Chord	Area	Length of Curve
1+00.00	90.00	100.00	100.00	7853.98	157.08
1+15.71	90.00	100.00	100.00	7853.98	157.08
1+31.42	90.00	100.00	100.00	7853.98	157.08
1+47.13	90.00	100.00	100.00	7853.98	157.08
1+62.84	90.00	100.00	100.00	7853.98	157.08
1+78.55	90.00	100.00	100.00	7853.98	157.08
1+94.26	90.00	100.00	100.00	7853.98	157.08
2+10.00	90.00	100.00	100.00	7853.98	157.08
2+25.71	90.00	100.00	100.00	7853.98	157.08
2+41.42	90.00	100.00	100.00	7853.98	157.08
2+57.13	90.00	100.00	100.00	7853.98	157.08
3+12.84	90.00	100.00	100.00	7853.98	157.08
3+28.55	90.00	100.00	100.00	7853.98	157.08
3+44.26	90.00	100.00	100.00	7853.98	157.08
3+60.00	90.00	100.00	100.00	7853.98	157.08

PLAT OF DEDICATION
 Prepared by
W. MARCHESE AND SONS, Inc.
 Land - marine
 construction surveys
 70 Lakewood Drive
 Houston, Texas 77057
 Phone: (713) 441-1376
 Fax: (713) 441-4013
 SURVEY LICENSE NO. 12345

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**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILAGE OF ROSELLE
AND THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL
DISTRICT NO. 54, COOK COUNTY, ILLINOIS PROVIDING FOR THE
CONVEYANCE TO THE VILLAGE OF ROSELLE OF CERTAIN REAL ESTATE
COMMONLY KNOWN AS THE "NERGE SCHOOL PROPERTY"**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the VILLAGE OF ROSELLE, an Illinois municipality, hereinafter referred to as the "VILLAGE", and the BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 54, COOK COUNTY, ILLINOIS, an Illinois school district, hereinafter referred to as the "SCHOOL DISTRICT".

WITNESSETH:

WHEREAS, the VILLAGE is a municipality organized and existing under the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.* (hereinafter referred to as "the Code"); and

WHEREAS, the VILLAGE is authorized and empowered to lay out, establish, open, alter, widen, extend, grade, pave or otherwise improve streets as specified within Section 5/11-61-2 of the Code; and

WHEREAS, Section 5/11-61-2 of the Code further provides that the corporate authorities of a municipality may acquire real property, or portions thereof, belonging to school districts even though the property is already devoted to a public use, when the acquisition will not materially impair or interfere with the use already existing, and will not be detrimental to the public; and

WHEREAS, the VILLAGE has undertaken certain review and investigation of the property legally described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein, hereinafter referred to as the "Nerge School Property"; and

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WHEREAS, the SCHOOL DISTRICT is the owner of the Nerge School Property; and

WHEREAS, on the 5th day of November, 2001, the President and Board of Trustees of the VILLAGE adopted Ordinance No. 2001-2881 authorizing negotiations for the acquisition of the Nerge School Property for the purposes set forth in said Ordinance No. 2001-2881; and

WHEREAS, after the passage of Ordinance No. 2001-2881, the VILLAGE undertook negotiations with the SCHOOL DISTRICT in order to acquire the Nerge School Property, and the SCHOOL DISTRICT has agreed to convey the Nerge School Property to the VILLAGE for certain monetary and non-monetary consideration as set forth in the terms and conditions of this Intergovernmental Agreement; and

WHEREAS, the VILLAGE and the SCHOOL DISTRICT are municipalities as defined in Section 1(c) of "An Act in relation to the transfer of interest in real estate by units of local government or school districts," 50 ILCS 605/1(c) (hereinafter referred to as "the Local Government Property Transfer Act"); and

WHEREAS, Section 2 of the Local Government Property Transfer Act, 50 ILCS 605/2, authorizes a municipality to convey real estate to another municipality for any public purpose upon a two-thirds vote of the corporate authorities of the transferor municipality; and

WHEREAS, the VILLAGE and the SCHOOL DISTRICT are empowered to enter into this Intergovernmental Agreement pursuant to the authority granted in Article VII, Section 10, of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/3 *et seq.*, and the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth in this Intergovernmental Agreement, and in the spirit of intergovernmental cooperation, the VILLAGE and SCHOOL DISTRICT agree as follows:

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1. The recitals set forth above are incorporated herein and made a part of this Intergovernmental Agreement.

2. The SCHOOL DISTRICT shall convey to the VILLAGE, for the purposes set forth in this Intergovernmental Agreement and in VILLAGE Ordinance No. 2001-2881, fee simple title to the real estate legally described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein, commonly referred to as the Nerge School Property. Said conveyance shall be made by Quit Claim Deed subject to the following: (a) all covenants, conditions and restrictions of record that do not restrict the VILLAGE's ability to use the Nerge School Property for the VILLAGE's intended purposes; (b) zoning laws and ordinances; (c) easements for public utilities; and (d) drainage ditches, feeders, laterals and drain tile, pipe or other conduit. The SCHOOL DISTRICT and VILLAGE also agree to execute all other documents necessary to effectuate the conveyance of the Nerge School Property to the VILLAGE.

3. As monetary consideration for the SCHOOL DISTRICT's fee simple conveyance of the Nerge School Property to the VILLAGE, the VILLAGE shall pay to the SCHOOL DISTRICT, at the time of closing, the sum of Thirty Seven Thousand Dollars (\$37,000.00). Closing shall occur through Chicago Title Insurance Company, within thirty (30) days after full execution of this Intergovernmental Agreement, or as otherwise mutually extended by agreement of the VILLAGE and the SCHOOL DISTRICT.

4. As additional non-monetary consideration for the SCHOOL DISTRICT's fee simple conveyance of the Nerge School Property to the VILLAGE, and in an effort to address and ensure the safety and welfare of the general public, the VILLAGE further agrees to perform, and be responsible for, the following items:

- A. Upon completion of the roadway extension of Jennifer Lane, the VILLAGE shall install and maintain a permanent four-way stop sign at the newly created intersection of Jennifer Lane/Carlsbad Trail and Woodfield

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Trail, as generally depicted on the sketch attached hereto and incorporated herein as **Exhibit C**

- B. Upon the completion of the roadway extension of Jennifer Lane, the VILLAGE shall install and maintain crosswalk striping at the newly created intersection of Jennifer Lane/Carlsbad Trail and Woodfield Trail as generally depicted on Exhibit C.
- C. The VILLAGE shall install temporary fencing prior to, and throughout, the construction of the roadway extension of Jennifer Lane as generally depicted on Exhibit C.
- D. Upon completion of all improvements referenced in this paragraph 5, the VILLAGE shall remove the temporary fencing and relocate the existing Nerge School Property fencing as generally depicted on Exhibit C.
- E. The VILLAGE shall extend and maintain sidewalks from Jennifer Lane to Woodfield Trail as generally depicted on Exhibit C.
- F. The VILLAGE shall construct an asphalt path from Meadowbrook Subdivision to the west entrance of the Nerge School in accordance with the reasonable directives of the SCHOOL DISTRICT and Village of Roselle Park District.
- G. Upon completion of the roadway and intersection improvements, the VILLAGE shall, for a period of thirty (30) days, place a portable trailer, with a written message notifying the general public of the existence of the new four-way stop intersection at Jennifer Lane/Carlsbad Trail and Woodfield Trail.

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5. It is intended that the VILLAGE shall make every effort to install and complete the roadway extension and intersection improvements identified in paragraph 5 herein as soon as possible after the end of the 2001-2002 school year, subject to acts beyond the control of the VILLAGE, including, but not limited to, shortage of materials, labor strikes, acts of God, and inclement weather.

6. All intersection improvements identified in paragraph 5 herein shall be constructed and maintained by the VILLAGE in compliance with all applicable VILLAGE codes and regulations. The VILLAGE reserves the right to make minor, non-substantive changes or alterations to the improvements to ensure compliance with the applicable VILLAGE codes and regulations, or to ensure the general health and welfare of the public.

7. The VILLAGE agrees that it shall be solely responsible for the payment of all title and recording fees and charges and all survey costs associated with this transaction and shall reimburse the SCHOOL DISTRICT for its attorneys fees incurred as a result of the same. In addition, the VILLAGE shall be responsible, at its sole cost, for the preparation and filing of all required documentation with the Cook County Assessor following the closing to divide the property index number applicable to the Nerge School Property.

8. Any notices given regarding this Intergovernmental Agreement shall be certified by registered mail, return receipt requested, properly addressed with postage prepaid and deposited via United States mail. Notices served upon the VILLAGE shall be addressed to the President and the Community Development Director of the VILLAGE, 31 South Prospect Street, Roselle, Illinois 60172. Notice served upon the SCHOOL DISTRICT shall be addressed to the Superintendent of the SCHOOL DISTRICT, 524 East Schaumburg Road, Schaumburg, Illinois 60194. All notices shall be deemed effective upon mailing.

9. In the event that any provision of this Intergovernmental Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not invalidate or render unenforceable any other provision of this Intergovernmental Agreement.

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10. The provisions of this Intergovernmental Agreement shall not merge with the Quit Claim Deed, but shall remain in full and force and effect until both the VILLAGE and the SCHOOL DISTRICT have performed all of the obligations assumed under this Intergovernmental Agreement. In the case of the VILLAGE, the obligations set forth in Sections 4A, B and E of the Intergovernmental Agreement shall remain the responsibility of the VILLAGE to perform for such period that the SCHOOL DISTRICT operates the adjacent Nerge School as a public elementary school.

11. The provisions set forth herein represent the entire Intergovernmental Agreement between the VILLAGE and the SCHOOL DISTRICT, and supercede any previous oral or written negotiations and agreements. No provision may be modified in any respect unless such modification is in writing and signed by both the VILLAGE and the SCHOOL DISTRICT.

12. This Intergovernmental Agreement may be executed in multiple originals with each original having full force and effect.

IN WITNESS WHEREOF, the VILLAGE OF ROSELLE and BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 54, COOK COUNTY, ILLINOIS have set forth their respective authorized signatures to this Intergovernmental Agreement as indicated below.

VILLAGE OF ROSELLE

BY: Ray A. Amolinski

ITS: President

ATTEST: Linda McDermott, Village Clerk

7/12/02
Date

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BOARD OF EDUCATION OF COMMUNITY
CONSOLIDATED SCHOOL DISTRICT NO. 54,
COOK COUNTY, ILLINOIS SCHOOL DISTRICT
NO. 54

BY: Kerry L. Waser

ITS: President

ATTEST: *Lubana King*

June 20, 2002
Date

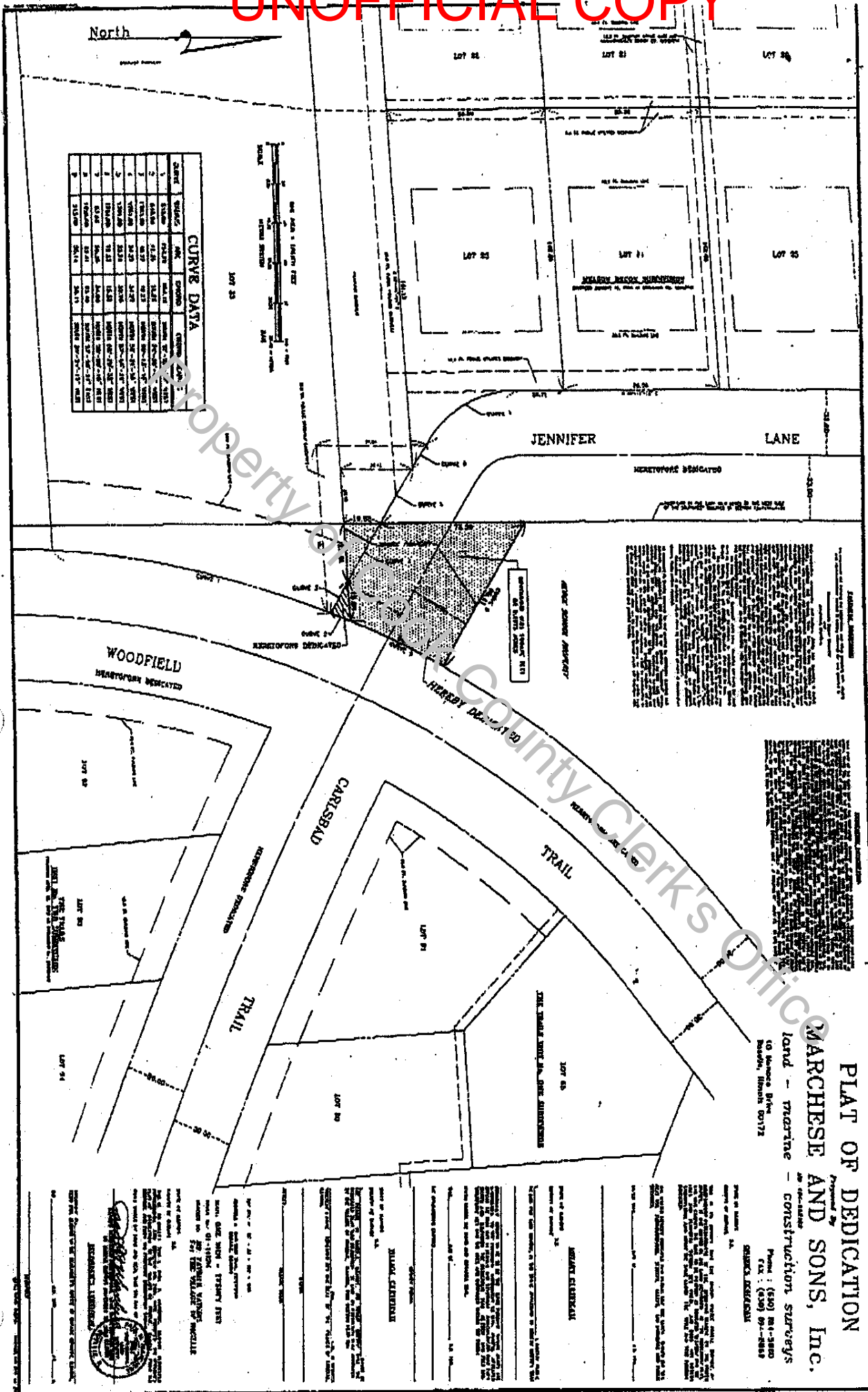
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UNOFFICIAL COPY**LEGAL DESCRIPTION**

That part of the West Half of the Southwest Quarter of Section Thirty-Five, Township Forty-One North, Range Ten, East of the Third Principal Meridian, bounded and described as follows: Beginning at the intersection of West line of the East 60 acres of the West Half of the Southwest Quarter of said Section Thirty-Five with a line 1040.00 feet South of and parallel with the North line of the West Half of the Southwest Quarter of said Section Thirty-Five, as measured on the West line of the East 60 acres of the West Half of the Southwest Quarter of said Section Thirty-Five; thence North 00 degrees 14 minutes 16 seconds East being an assumed bearing on the last described West line a distance of 98.01 feet to a point of intersection with the Northwesterly extension of the Northerly line of Carlsbad Trail according to the Trails Unit Two, being a Subdivision of part of the Southwest Quarter of said Section Thirty-Five said Plat recorded April 18, 1972 as Document No. 21870672; thence Southeasterly a distance of 85.41 feet on the Northwesterly extension of the Northerly line of said Carlsbad Trail, said line being a curved line concaved to the Southwest having a radius of 1695.00 feet with a chord distance of 85.40 feet with a chord bearing of South 57 degrees 50 minutes 56 seconds East to the Westerly line of Woodfield Trail according to the Trails Unit Two aforesaid; thence Southwesterly a distance of 55.14 feet on the Westerly line of said Woodfield Trail, being a curved line concaved to the Northwest, having a radius of 513.0 feet with a chord distance of 55.11 feet with a chord bearing of South 25 degrees 21 minutes 17 seconds East to a line 1040.00 feet South of and parallel with the North line of the West Half of the Southwest Quarter of said Section Thirty-Five, as measured on the West line of the East 60 acres of the West Half of the Southwest Quarter of said Section Thirty-Five; thence South 86 degrees 47 minutes 13 seconds West on the last described parallel line, a distance of 49.19 feet to the point of beginning, all in Cook County, Illinois.

EXHIBIT A

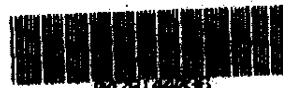
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PLAT OF DEDICATION
 Prepared by
MARCHESE AND SONS, Inc.
 land - marine
 construction surveys
 10 Lakeside Drive
 Brea, Orange County, CA 92603
 Phone: (949) 841-8880
 Fax: (949) 971-8888
 SHIRLEY K. MARCHESE

EXHIBIT B

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Doc#: 0428144036
Eugene "Gene" Moore Fee: \$138.00
Cook County Recorder of Deeds
Date: 10/07/2004 09:59 AM Pg: 0

PLAT

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**DOCUMENTS
WITH THIS
PLAT**

SEE PLAT INDEX
