

## WHEATON PARK DISTRICT

### ORDINANCE PROVIDING FOR THE ACQUISITION THROUGH NEGOTIATION OR CONDEMNATION FOR THE ACQUISITION OF A CERTAIN PROPERTY COMMONLY KNOWN AS THE WILLIAMS PROPERTY FOR PARK DISTRICT PURPOSES BY THE WHEATON PARK DISTRICT - APPROXIMATELY 1.525 ACRES LOCATED AT 1313 GARY AVENUE IN WHEATON, ILLINOIS

#### ORDINANCE 2016-01

**WHEREAS**, the Wheaton Park District (the “Park District”), DuPage County, Illinois is a duly authorized and existing Park District under the laws of the State of Illinois; and

**WHEREAS**, the Statutes of the State of Illinois pertaining to such matters provide that park districts shall have the power to acquire real estate, or rights therein necessary for building, laying out, extending, adorning and maintaining any such parks, boulevards and driveways, or for affecting any of the powers or purposes granted under this Code as its board may deem proper; and

**WHEREAS**, the Commissioners of the Park District deem it advisable and in the public interest and welfare to acquire fee simple title to additional real estate within the boundaries of the Park District for the purpose of building, laying out, extending, adorning and maintaining any such parks, boulevards and driveways, or for affecting any of the powers or purposes granted under this Code as its Board may deem proper; and

**WHEREAS**, the Commissioners of the Park District find that a fee simple interest in the real estate described in the attached Exhibit “A” should be acquired and is necessary and desirable for the purposes as hereinabove set forth; and

**WHEREAS**, in accordance with the property ownership disclosure requirement imposed on units of local government as set forth in 50 ILCS 105/3.1, the Park District has obtained a title commitment identifying the record title holder of the real estate described in the attached Exhibit “A”, to be Barbara McLaren Williams as trustee of the Barbara McLaren Williams Trust Dated August 10, 1988, a copy of said title commitment being attached hereto and incorporated herein as Exhibit “B”; and

**WHEREAS**, on the 18th day of November, 2015, Ordinance No. 2015-07 was adopted by the Commissioners of the Park District providing for the negotiation for the acquisition of the real estate described in Exhibit A attached hereto; and

**WHEREAS**, The Park District has attempted to negotiate the purchase of said property but has been unable to agree with the owners of the real estate concerning just compensation.

**NOW, THEREFORE**, be it ordained by the Commissioners of the Wheaton Park District, a Park District existing under the laws of the State of Illinois as follows:

**SECTION ONE:** The recitals set forth hereinabove shall be and are hereby incorporated as if said recitals were fully set forth within this Section One.

**SECTION TWO:** That it is necessary and desirable that the real estate described in Exhibit "A" attached hereto, be acquired in fee simple by the Park District for one or more of the purposes as hereinabove set forth.

**SECTION THREE:** That the Executive Director, his staff and the Park District's attorneys be, and hereby are, authorized and directed to take the necessary steps, either by negotiation or condemnation, to acquire title in fee simple to the real estate described in Exhibit "A" attached hereto.

**SECTION FOUR:** The Clerk for the Park District may provide certified copies of said Ordinance upon proper request from the general public.

**SECTION FIVE:** That all ordinances and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

**SECTION SIX:** This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

This Ordinance shall be in full force and effective immediately upon its adoption and approval.

Adopted this 20<sup>th</sup> day of January, 2016.

AYES: Frey, Kelly, Mee, Merrill, Schobel, Vines, Hodgkinson

NAYS: Ø

ABSENT: Ø

Jane Hodgkinson  
President Board of Park Commissioners  
Wheaton Park District

ATTEST:  
[Signature]  
Secretary, Board of Park Commissioners  
Wheaton Park District

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT REALTY

LOT 1 IN WILLIAMS RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1989, AS DOCUMENT R89-120886, IN DUPAGE COUNTY, ILLINOIS

AND

LOTS 2, 3 AND 4 OF WILLIAMS RESUBDIVISION OF LOT 8 IN THOMPSON'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST  $\frac{1}{2}$  OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 1978, AS DOCUMENT R78-89345, IN DUPAGE COUNTY, ILLINOIS

EXHIBIT "B"

TITLE COMMITMENT

# ALTA COMMITMENT FOR TITLE INSURANCE

Commitment Number:



CHICAGO TITLE INSURANCE COMPANY

**15PR0002895WF**

CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

**Chicago Title Insurance Company**

By:

\_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary



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ALTA Commitment (06/17/2006)



<b>ORIGINATING OFFICE:</b>	<b>FOR SETTLEMENT INQUIRIES, CONTACT:</b>
Chicago Title Company, LLC 1725 South Naperville Road Wheaton, IL 60189 Main Phone: (630)871-3500	Chicago Title and Trust Company 1725 South Naperville Road Wheaton, IL 60189 Main Phone: (630)871-3500 Main Fax: (630)871-3588

Issued By: Chicago Title Company, LLC  
1725 South Naperville Road  
Wheaton, IL 60189

**SCHEDULE A**

**ORDER NO. 15PR0002895WF**

Property Ref.: 1313 Gary Avenue, Wheaton, IL 60187

1. Effective Date: October 26, 2015
2. Policy or (Policies) to be issued:
  - a. ALTA Owner's Policy 2006  
Proposed Insured: to come  
Policy Amount: \$10,000.00
3. The estate or interest in the land described or referred to in this Commitment is:  
Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:  
Barbara McLaren Williams as trustee of the Barbara McLaren Williams Trust Dated August 10, 1988
5. The land referred to in this Commitment is described as follows:

LOT 1 IN WILLIAMS RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1989, AS DOCUMENT R89-120886, IN DU PAGE COUNTY, ILLINOIS

AND

LOTS 2, 3 AND 4 OF WILLIAMS RE-SUBDIVISION OF LOT 8 IN THOMPSON'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH EAST 1/2 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERI DIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 19, 1978 AS DOCUMENT R78- 89345 IN DUPAGE COUNTY, ILLINOIS.

**END OF SCHEDULE A**



**SCHEDULE B**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

**General Exceptions**

1. **Rights or claims of parties in possession not shown by Public Records.**
2. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.**
3. **Easements, or claims of easements, not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Taxes or special assessments which are not shown as existing liens by the Public Records.**
6. **We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.**
7. **Note for Information: The coverage afforded by this commitment and any policy issued pursuant hereto shall not commence prior to the date on which all charges properly billed by the company have been fully paid.**

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ALTA Commitment (06/17/2006)



**SCHEDULE B**

(continued)

- N 8. A. Note for additional information: the DuPage County Recorder requires that any documents presented for recording contain the following information:

The name and address of the party who prepared the document;

The name and address of the party to whom the document should be mailed after recording;

All permanent real estate tax index numbers of any property legally described in the document;

The address of any property legally described in the document;

All deeds should contain the address of the grantee and should also note the name and address of the party to whom the tax bills should be sent.

Any deeds conveying unsubdivided land, or, portions of subdivided and, may need to be accompanied by a properly executed "plat act affidavit."

In addition, please note that the municipalities of Addison, Aurora, Bartlett, Bolingbrook, Carol Stream, Elk Grove Village, Elmhurst, Glendale Heights, Glen Ellyn, Hanover Park, Naperville, Schaumburg, West Chicago, Wheaton, and Woodridge have enacted transfer tax ordinances. To record a conveyance of land located in these municipalities, the requirements of the transfer tax ordinances must be met. A conveyance of property in these cities may need to have the appropriate transfer tax stamps affixed before it can be recorded.

Furthermore, all deeds and mortgages should include the current marital status of all individual parties, where appropriate. A spouse of an individual grantor or mortgagor may have to sign the deed or mortgage in order to release any applicable homestead interest

This exception will not appear on the policy when issued.

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ALTA Commitment (06/17/2006)





**SCHEDULE B**  
(continued)

A 9. Taxes for the years 2014 and 2015.

Taxes for the years 2015 are not yet due or payable.

Permanent Tax No.: 05-08-408-032

Note: Taxes for the year 2014 amounting to \$7,932.26 are paid of record.

Taxes for the years 2014 and 2015.

Taxes for the years 2015 are not yet due or payable.

Permanent Tax No.: 05-08-408-033

Note: Taxes for the year 2014 amounting to \$1,568.14 are paid of record.

Taxes for the years 2014 and 2015.

Taxes for the years 2015 are not yet due or payable.

Permanent Tax No.: 05-08-408-034

Note: Taxes for the year 2014 amounting to \$1,633.00 are paid of record.

Taxes for the years 2014 and 2015.

Taxes for the years 2015 are not yet due or payable.

Permanent Tax No.: 05-08-408-035

Note: Taxes for the year 2014 amounting to \$1,633.00 are paid of record.

B 10. Please be advised that our search did not disclose any open mortgages of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

C 11. Terms, powers, provisions, and limitations of the Trust under which title to the Land is held.

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ALTA Commitment (06/17/2006)



SCHEDULE B  
(continued)

- D 12. The Company should be furnished the following:
  - a) A Certification of Trust executed by the trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction, or
  - b) In the alternative, the trustee, in his or her sole discretion, may deliver to the Company a full copy of the trust agreement together with all amendments thereto.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- E 13. Since a governmental entity intends to hold title to the land, any purchase or mortgage of the land is subject to the limitations and conditions imposed by law. Proof of compliance with the same should be furnished.

- F 14. A Resolution waiving the Requirements to Construct Sidewalks with the Williams Resubdivision (Gary Avenue) recorded February 17, 2000 as document R2000-024392.  
  
(Affects Lots 1, 2, 3, and 4)

- G 15. A pending court action as disclosed by a recorded notice, City of Wheaton, plaintiff, Barbara McLaren Williams, trustee of the Barbara McLaren Williams Trust dated August 10, 1988, defendant, DuPage, County, case no. 14CH2176, nature of action Complaint for Injunctive Relief.

NOTE: a complete examination of said proceeding has not been made.

- H 16. It appears that the original trustee in title is deceased. Relative thereto, the Company should be furnished the following:
  - a) A Certification of Trust executed by the current trustee in accordance with 760 ILCS 5/8.5, together with excerpts of the trust agreement and amendments thereto relating to the designation of trustees and the power of the trustee to act in the current transaction, or
  - b) In the alternative, the current trustee, in his or her sole discretion, may deliver to the Company
    - (1) A certified or uncertified copy of the Death Certificate of the original trustee;
    - (2) A certified copy of the original trust agreement, together with any amendments thereto; and
    - (3) Certified copies of the appointment and acceptance of , the Successor Trustee.

The Company reserves the right to add additional items or make further requirements after review of the requested information.



**SCHEDULE B**

(continued)

- I 17. THE LAND LIES WITHIN THE WHEATON SANITARY DISTRICT WHICH HAS ACCEPTED FEDERAL GRANTS FOR SEWAGE TREATMENT WORKS PURSUANT TO PUBLIC LAW 92-500. FEDERAL LAW REQUIRES A USER CHARGE SYSTEM SEPARATE FROM GENERAL AD VALOREM PROPERTY TAXES.
  
- J 18. RIGHTS OF THE MUNICIPALITY AND THE PUBLIC IN AND TO SO MUCH OF THE LAND THAT FALLS IN GARY AVENUE AND OTHER ROADS AND LEGAL HIGHWAYS, IF ANY, RUNNING ALONG THE SWLY LINE OF THE LAND.
  
- K 19. EASEMENT IN FAVOR OF NORTHERN ILLINOIS GAS COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 981481, AFFECTING THE <NELY 45 FEET OF THE LAND AND OTHER PROPERTY.

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SCHEDULE B
(continued)

- R 20. In order for the Company to insure title after completion of an eminent domain proceeding to acquire fee title to the Land or a lesser interest therein, the Company notes the follows:
A) Nothing contained herein should be construed as insuring the power or right of the plaintiff to condemn the Land;
B) Our policy, when issued, will be made subject to direct attack upon the judgments and orders entered in the case;
C) Upon filing of the Complaint, a proper Lis Pendens Notice should be recorded in the Office of the Recorder of Deeds in the County in which the Land is located;
D) The following necessary parties should be joined in the contemplated proceeding in order that the Company may insure that their interests will be affected:
1) All persons acquiring rights in the Land subsequent to the date of this commitment and prior to the time a complete Lis Pendens Notice has been recorded/filed;
2) All persons, other than those named herein, known by plaintiff or plaintiff's attorney to have or claim to have an interest in the Land;
3) All persons in possession of the Land.
4) Barbara McLaren Williams as trustee of the Barbara McLaren Williams Trust Dated August 10, 1988
5) Beneficiaries of the Barbara McLaren Williams Trust Dated August 10, 1988
6) City of Wheaton, plaintiff in case 14CH2176

Note: If it is known that any of the necessary parties listed herein are deceased, their heirs or legatees should be made parties by name if known, and if unknown, then by the name and description of "unknown heirs or legatees of" such deceased person or persons. If it is not known or cannot be ascertained whether any of said parties are living or dead, then such parties should be made parties by name, and such person(s) as would be their heirs or legatees also should be made parties to the proceeding as "unknown owners." In this regard, the Company directs your attention to Section 2-413 of the Code of Civil Procedure.

In the event that there are any persons who are necessary parties to the contemplated proceeding, but the names of such persons are unknown and unascertainable, then, and in that event only, such persons should be made parties under the description of "unknown owners," unless the contrary is herein indicated. The question of the Company's willingness to reply on the designation of "unknown owners" to insure over the interest of any unrecorded mechanic's lien claimant, if any, should be submitted to an underwriter.

E) Additional information, if any:

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**SCHEDULE B**

(continued)

Note: In order for the Company to insure over the liens of real estate taxes and special assessments and rights of any tax purchaser named herein after the completion of the contemplated proceeding, the County Collector's Warrant Books and the Municipality's Special Assessment Records must be marked appropriately, any Tax Deed Proceeding noted herein must be dismissed, and any outstanding Certificate of Purchase must be cancelled.

The contemplated proceeding may affect the rights of only those parties named herein in Paragraph "D" as necessary parties. The policy, when issued, will be subject to the rights of all other parties and interests shown in this commitment, including, but not limited to, easements, covenants, conditions, restrictions and the rights of public or quasi-public utilities in the Land, if any, unless satisfactory disposition thereof is otherwise made or unless otherwise expressly stated herein.

- M 21. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- O 22. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
- P 23. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Chicago Title office regarding the application of this new law to your transaction.
- Q 24. For residential property only:

A provision for inflation coverage will be added to the owner's policy. This enhancement can automatically increase the amount of the owner's policy. For additional information, please contact your local underwriter

**END OF SCHEDULE B**

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

END OF CONDITIONS

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