



RESOLUTION NO. 2015-002

**A Resolution**

**Authorizing the Conveyance of Real Property to the Oswego Fire Protection District Pursuant to the Local Government Property Transfer Act (50 ILCS 605/2) And the Granting of An Ingress and Egress Easement Over Adjacent Village Property**

**WHEREAS**, the Village of Montgomery (hereinafter “the Village”) is a municipal corporation duly organized under the laws of the State of Illinois and is a unit of local government as defined in Section 1 of Article VII of the Illinois Constitution, and is a municipality as described in the Local Government Property Transfer Act (50 ILCS 605/2) (hereinafter “the Act”); and

**WHEREAS**, the Village is the owner of certain real property (hereinafter “the Property”) commonly known as 2222 Galena Road, located in the Village of Montgomery, County of Kendall, State of Illinois, bearing the Property Index Number of 02-01-400-009; and depicted and legally described in **Exhibit A** attached hereto and incorporated herein; and

**WHEREAS**, the Property is not currently being used by the Village and is no longer necessary for Village purposes; and

**WHEREAS**, the Property is adjacent to and/or near property currently owned by the Oswego Fire Protection District (hereinafter the “OFPD”), and the OFPD has expressed interest in acquiring, using, and improving the Property for OFPD purposes, specifically, for the use of a fire training site; and

**WHEREAS**, the OFPD has passed the necessary ordinance required by the Act, authorizing it to acquire the Property from the Village; and

**WHEREAS**, the Village seeks to convey the Property to the OFPD so that the Property may be used by the OFPD for a training facility to be open and available for use by neighboring municipalities including the Village, as well as other fire protection districts and police departments; and

**WHEREAS**, the Act authorizes the Village to convey the Property to the OFPD by Quit Claim Deed to be executed by the Village President and attested by the Village Clerk, all to be duly authorized by passing of this Resolution;

**WHEREAS**, the Village shall further grant a non-exclusive access easement over a portion of adjacent property owned by the Village so that the OFPD may access the Property,

with said easement depicted and legally described in **Exhibit B**, attached hereto and incorporated herein; and

**WHEREAS**, the Village Board hereby approves the transfer of the Property to the OFPD, as well as the granting of an access easement over the adjacent property owned by the Village; and

**WHEREAS**, the Village President shall execute the Quit Claim Deed and Plat Act Affidavit conveying the Property to the OFPD upon passing of this Resolution; copies of which are attached as **Exhibit C** and **Exhibit D**, respectively, hereto and fully incorporated herein; and

**WHEREAS**, the Village President shall execute the easement agreement granting said access easement to the District, a copy of which is attached hereto as **Exhibit E** and fully incorporated herein; and

**WHEREAS**, the OFPD has agreed to record the Quit Claim Deed and Plat Act Affidavit in accordance with state and local law; and

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

- (1) That the President and Village Clerk are authorized on behalf of the Village to execute and deliver the Quit Claim Deed and Plat Act Affidavit conveying the Property to the OFPD, and to execute and deliver the easement agreement granting the non-exclusive access easement over the adjacent property owned by the Village as set forth, copies of which are attached hereto as **Exhibits C, D** and **E** respectively; and
- (2) That if any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect the remaining provisions of the Resolution or the Quit Claim Deed; and
- (3) That this Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, this 14th day of March, 2015.

M. St. B.  
President of the Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois

AYES: 6

NAYS: 0

ABSENT: 0



ATTEST Tiffany Francis  
Clerk, Village of Montgomery

**Exhibit "A"**  
**Depiction of the Property**

Commonly known as: 2222 Galena Road, Montgomery, Bristol Township, Kendall  
County, Illinois

Property Index Number: 02-01-400-009

**Legal Description:**

THAT PART OF LOT 2 OF SCHEURING SUBDIVISION DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTH WEST CORNER OF SAID LOT; THENCE NORTH 88  
DEGREES 48 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT ,  
241.44 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01 DEGREES  
11 MINUTES 57 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 78.00 FEET;  
THENCE SOUTH 88 DEGREES 48 MINUTES 03 SECONDS WEST, PARALLEL WITH  
THE NORTH LINE OF SAID LOT 126.11 FEET, TO A POINT OF CURVETURE; THENCE  
SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00  
FEET, 39.32 FEET; THENCE SOUTH 01 DEGREES 11 MINUTES 57 SECONDS EAST 8.01  
FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 03 SECONDS WEST 47.78 FEET TO  
THE WEST LINE OF SAID LOT 2; THENCE NORTH 22 DEGREES 44 MINUTES 24  
SECONDS WEST ALONG SAID WEST LINE 121.43 FEET, TO THE POINT OF  
BEGINNING IN THE VILLAGE OF MONTGOMERY, KENDALL COUNTY, ILLINOIS.

**Exhibit "B"**  
**Depiction of the Access Easement**

Commonly known as: 2220 Galena Road, Montgomery, Bristol Township, Kendall  
County, Illinois

Property Index Number: 02-01-400-009

Legal Description:

THAT PART OF LOT 2 OF SCHEURING SUBDIVISION, DESCRIBED AS  
FOLLOWS: BEGINNING THE SOUTHWEST CORNER OF SAID LOT; THENCE  
NORTH 12 DEGREES 17 MINUTES 07 SECONDS WEST, 109.09 FEET; THENCE  
NORTH 88 DEGREES 48 MINUTES 03 SECONDS EAST, 15.29 FEET; THENCE SOUTH  
12 DEGREES 17 MINUTES 33 SECONDS EAST, 109.09 FEET TO THE SOUTH LINE OF  
SAID LOT; THENCE SOUTH 88 DEGREES 48 MINUTES 03 SECONDS WEST ALONG  
SAID SOUTH LINE 15.30 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF  
MONTGOMERY, KENDALL COUNTY, ILLINOIS.



person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, as authorized by the Board of Trustees of the Village of Montgomery, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

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**PREPARED BY and RETURN TO:**

Attorney Jessica L. Briney  
MICKEY, WILSON, WEILER, RENZI  
& ANDERSSON, P.C.  
2111 Plum Street, Suite 201  
P.O. Box 787  
Aurora, IL 60507-0787  
630-844-0065

**SEND SUBSEQUENT TAX BILLS TO:**

Oswego Fire Protection District  
3511 Woolley Road  
Oswego, Illinois 60543

**COUNTY/ILLINOIS TRANSFER STAMPS**

**EXEMPT UNDER PROVISIONS OF 35 ILCS 200/31-45(e) of the Illinois Property Tax Code.**

\_\_\_\_\_  
Buyers, Seller or Representative

DATED: \_\_\_\_\_

**Exhibit "D" (Copy)**  
**Plat Act Affidavit**

**(Please Insert Copy of the Plat Act Affidavit for Exhibit)**



**Exhibit "E" (Copy)**  
**Easement Agreement**

THIS DOCUMENT PREPARED BY  
AND RETURN TO:

JESSICA L. BRINEY  
MICKEY, WILSON, WEILER, RENZI & ANDERSSON,  
P.C.  
2111 PLUM STREET, SUITE 201  
AURORA, IL 60506

GRANT OF INGRESS AND EGRESS EASEMENT AND AGREEMENT  
PERTAINING TO SAME

This Ingress and Egress Easement and Agreement ("Agreement") is made and entered into this \_\_\_ day of March, 2015 by and between the Village of Montgomery (the "Grantor") and the Oswego Fire Protection District (the "Grantee").

WHEREAS, Grantor is the owner of certain real property legally described on **Exhibit A**, attached hereto and by reference incorporated herein (the "Grantor Property"); and

WHEREAS, Grantee is the contract purchaser or owner of certain real estate adjacent to the Grantor Property and legally described on **Exhibit B**, attached hereto and by reference incorporated herein (the "Grantee Property");

WITNESS, in consideration of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, and for the benefit of the Grantee Property, the Grantor creates, grants and conveys to the Grantee and its guests, a non-exclusive easement for unimpeded access, ingress and egress for vehicles and pedestrian access over and across that portion of the Grantor Property, as legally described on **Exhibit C**, attached hereto and by reference incorporated herein (the "Easement Premises").

The Grantor and the Grantee further covenant, agree and bind themselves as follows, to wit:

1. The Grantor, for itself and its successors and assigns, covenants and agrees that it shall not interfere with the lawful use of the Easement Premises by the Grantee, pursuant to the terms of this Agreement, and Grantee, covenants and agrees that it shall not interfere with the lawful use of the Easement Premises by the Grantor, its successors and assigns, pursuant to the terms of this Agreement. Each of the parties covenants and agrees that neither party shall permit parking or vehicle waiting in the Easement Premises or block, obstruct, interfere or impede the access, ingress and egress through or over Easement Premises nor grant any other easements which would interfere with the access to the Easement Premises as required herein.

2. The parties agree that Grantee shall be responsible for the construction and initial costs necessary to construct and prepare the Easement Premises for the uses recited herein. Thereafter, the Grantee shall remain responsible for all maintenance and necessary repairs for the Easement Premises, and shall bear the financial cost of any such maintenance and/or repairs. For all purposes of this Agreement, the terms "maintenance" and "repair" shall include, without limitation, all necessary work reasonably required to maintain the Easement Premises in a condition that will allow for reasonable and safe vehicular and pedestrian access, including but not limited to, paving, timely snow and ice removal, proper lighting, repair of potholes, and maintenance of concrete or asphalt.

3. The Grantee, for itself and its successors and assigns, covenants and agrees that the Grantee shall have the following obligations:

A. The Grantor will be notified forty-eight (48) hours before scheduled construction is to commence by the Grantee on the Easement Premises.

B. During construction the Grantee will fence and/or cover any excavation opening with protective cover at all times when construction personnel are not present.

C. The Grantee and its contractor(s) will be responsible for safety measures to protect the public and the Grantor during any construction by the Grantee on the Easement Premises.

D. The Grantee shall all construct any and all improvements on the Easement Premises in accordance with approved plans therefor.

E. The Grantee represents to the Grantor that prior to construction on the Easement Premises, all permits, licenses, authorizations and approvals required by all federal, state and local governmental agencies having jurisdiction over the work will be obtained.

4. The Grantee hereby agrees to indemnify and save harmless the Grantor from and against any loss, damage or expense which the Grantor may suffer, incur or sustain or for which the Grantor may become legally liable arising or growing out of the Grantee's use, activities or negligence and that of its contractors, agents, employees, and invitees in the Grantee's use or maintenance of the Easement Premises.

5. The Grantor hereby agrees to indemnify and save harmless the Grantee from and against any loss, damage or expense which the Grantee may suffer, incur or sustain or for which the Grantee may become legally liable arising or growing out of the Grantor's activities and/or negligence and that of its contractors, agents, employees, and invitees in the Grantor's use or maintenance of the Easement Premises.

6. The Grantor makes no covenant, representation or warranty as to the suitability of the property for any purpose whatsoever or as to the physical condition of the property. Grantee acknowledges having inspected the property, having observed its physical characteristics and existing conditions, and having had the opportunity to conduct such investigation and study on

and of said property as it deems necessary, and hereby waives any and all objections to or complaints about physical characteristics and existing conditions, including without limitation subsurface conditions on, under or related to the property. Grantee further acknowledges and agrees that the easement is granted to and accepted by Grantee in its present condition "as is", and Grantee hereby assumes the risk that adverse physical characteristics and existing conditions may not have been revealed by its investigation.

7. The Grantee agrees to maintain commercial general liability insurance with respect to the Easement Premises with minimum liability limits of One Million Dollars (\$1,000,000.00) per occurrence. The policy shall name both parties as insureds and shall provide within 30 days of written request certificates of insurance to the other party to evidence the insurance is in full force and affect.

8. The covenants and agreements herein contained shall not run with the land, but rather shall continue and remain in effect for only so long as the Grantee owns the Grantee property. All covenants, agreements, and rights herein shall expire upon Grantee's sale or transfer of the Grantee property without notice and without the recording of any other document.

9. In addition to the acts recited in this Agreement to be performed by each party, the parties agree to perform or cause to be performed any and all further acts as may be reasonably necessary to the accomplish the uses contemplated hereby.

10. In the event of a default or breach of this Agreement by a party, the non-defaulting party shall have the right to prosecute any proceedings at law or in equity against such other party, or any other person violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a Party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. In the event of any such action or suit by a party the prevailing party shall be entitled to the recovery of and from the other party all costs and expenses of the action or suit, including reasonable attorney's fees, and any other professional fees incurred in such action or suit.

[SIGNATURE PAGE TO FOLLOW]

GRANTOR:  
The Village of Montgomery

By: \_\_\_\_\_  
Name:  
Title:

GRANTEE:  
The Oswego Fire Protection District

By: \_\_\_\_\_  
Name:  
Title

STATE OF ILLINOIS        )  
  )  
COUNTY OF \_\_\_\_\_  )        ss.

I, the undersigned, a Notary Public, in and for the County aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, who is personally known to me as the \_\_\_\_\_ for the Village of Montgomery, and personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such \_\_\_\_\_, he/she signed, sealed and delivered the said instrument pursuant to authority given by the Board of Trustees of the Village of Montgomery as the free and voluntary act and deed of the Village of Montgomery for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_

Notary Public

My commission expires:  
\_\_\_\_\_

STATE OF ILLINOIS        )  
                                      )  
COUNTY OF KANE         )        ss.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO  
HEREBY CERTIFY, that \_\_\_\_\_, who is personally known to me to be the  
\_\_\_\_\_ of the Oswego Fire Protection District, and personally known to be the  
same person whose name is subscribed to the foregoing instrument, appeared before me this day  
in person and acknowledged that he/she signed, sealed and delivered the said instrument  
pursuant to authority given by the Board of Trustees of the Oswego Fire Protection District as  
the free and voluntary act and deed of the Oswego Fire Protection District for the uses and  
purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**EXHIBIT "A"**

**Legal Description of Grantor Property**

THAT PART OF LOT 2 OF SCHEURING SUBDIVISION DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF SAID LOT; THENCE NORTH 88 DEGREES 48 MINUTES 03 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT , 241.44 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01 DEGREES 11 MINUTES 57 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 78.00 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 03 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF SAID LOT 126.11 FEET, TO A POINT OF CURVETURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, 39.32 FEET; THENCE SOUTH 01 DEGREES 11 MINUTES 57 SECONDS EAST 8.01 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 03 SECONDS WEST 47.78 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 22 DEGREES 44 MINUTES 24 SECONDS WEST ALONG SAID WEST LINE 121.43 FEET, TO THE POINT OF BEGINNING IN THE VILLAGE OF MONTGOMERY, KENDALL COUNTY, ILLINOIS.

**Exhibit "B:**  
**Legal Description of Grantee Property**

**Exhibit "C"**  
Legal Description of Easement

THAT PART OF LOT 2 OF SCHEURING SUBDIVISION, DESCRIBED AS FOLLOWS: BEGINNING THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 12 DEGREES 17 MINUTES 07 SECONDS WEST, 109.09 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 03 SECONDS EAST, 15.29 FEET; THENCE SOUTH 12 DEGREES 17 MINUTES 33 SECONDS EAST, 109.09 FEET TO THE SOUTH LINE OF SAID LOT; THENCE SOUTH 88 DEGREES 48 MINUTES 03 SECONDS WEST ALONG SAID SOUTH LINE 15.30 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF MONTGOMERY, KENDALL COUNTY, ILLINOIS.