

ORDINANCE NO. O-2018-45

AN ORDINANCE AUTHORIZING THE SIGNING OF AN ANNEXATION AGREEMENT -
VACANT PROPERTY LOCATED ON THE EAST SIDE OF HAWTHORNE LANE BETWEEN
1561 AND 1671 HAWTHORNE LANE - CLINE

WHEREAS, a written petition has been filed with the City Clerk of Wheaton, Illinois, requesting the annexation to the City of Wheaton, Illinois ("City"), of certain territory, legally described in Exhibit 'A', which is contiguous to the boundaries of the City and not within the corporate boundaries of any other municipality, pursuant to a proposed annexation agreement ("Annexation Agreement") which sets forth the terms and conditions under which annexation shall take place; and

WHEREAS, pursuant to notice, a public hearing was conducted by the City Council on July 23, 2018 to consider the terms and conditions of the proposed Annexation Agreement; and

WHEREAS, the Annexation Agreement dated August 20, 2018, between the City and Rebecca S. Cline as Trustee of the Rebecca S. Cline Revocable Trust dated September 16, 2008 ("Owner"), is the direct result of deliberations on the proposed annexation pursuant to the public hearing and other meetings before the City Council and City Staff.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wheaton, DuPage County, Illinois, pursuant to its home rule powers, as follows:

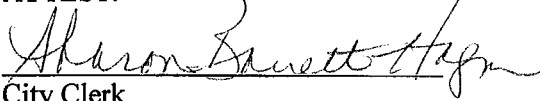
Section 1: The Mayor of the City is authorized to sign and the City Clerk is directed to attest to the Annexation Agreement between the City of Wheaton and Owner. A copy of the Annexation Agreement is attached herein as Exhibit 'B'.

Section 2: The Annexation Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois, at the expense of the Owner.

Section 3: All ordinances or parts of ordinances in conflict with these provisions are repealed.

Section 4: This ordinance shall become effective from and after its passage, approval, and publication in pamphlet form in the manner prescribed by law.

ATTEST:


City Clerk


Mayor

Roll Call Vote

Ayes: Councilman Scalzo
Councilman Sues
Councilman Barbier
Councilman Prendiville
Mayor Gresk
Councilman Rutledge

Nays: None

Absent: Councilwoman Fitch

Motion Carried Unanimously

Passed: August 20, 2018
Published: August 21, 2018

EXHIBIT 'A'

PARCEL 1: THE WESTERLY 275.0 FEET (AS MEASURED FROM THE EAST LINE OF HAWTHORNE LANE) OF THE FOLLOWING DESCRIBED TRACT: LOTS 5, 4 AND 3, AND THE NORTHERLY 22.5 FEET OF LOT 2 OF OWNER'S PLAT OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 26, 1921 AS DOCUMENT 146698 (EXCEPT FROM SAID LOTS 2, 3, 4 AND 5 THE WESTERLY 49.5 FEET KNOWN AND USED AS HAWTHORNE LANE), TOGETHER WITH THAT PART OF SAID WEST ½ OF THE SOUTHWEST ¼ DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 42 FEET TO A LINE DRAWN PARALLEL WITH AND 275.0 FEET EAST OF THE EAST LINE OF HAWTHORNE LANE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, 22.5 FEET; THENCE WESTERLY PARALLEL WITH SAID SOUTH LINE OF LOT 3, 42 FEET TO THE EAST LINE OF SAID LOT 2; THENCE NORTHERLY ALONG SAID EAST LINE 22.5 FEET TO THE POINT OF BEGINNING, (EXCEPT THE SOUTH 440.06 FEET THEREOF), IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT MADE BY HORACE ORTON WETMORE AND EWING W. GRAHAM AND MARGARET P. GRAHAM, HIS WIFE, CLARIS BRICKER (CLARICE A. BRICKER), THE LIVE STOCK NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NO. 13312 DATED NOVEMBER 5, 1952, CHICAGO CITY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT KNOWN AS TRUST NO. 5832 OF WHICH JAMES W. WATT AND DOROTHY E. WATT, HIS WIFE, ARE BENEFICIARIES, ARTHUR T. HELLEVER AND MARY A. TABER DATED JUNE 11, 1960 AND RECORDED ON JUNE 13, 1960 AS DOCUMENT 968048 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH ALONG THE SECTION LINE TO A POINT OF THE WEST LINE OF SECTION 21, 1,135 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 21; THENCE EAST 75 LINKS, THENCE SOUTH PARALLEL TO THE WEST LINE OF SECTION 21, TO THE SOUTH LINE OF SAID SECTION 21; THENCE WEST 75 LINKS TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-21-302-033

The subject property is commonly known as certain vacant property located on the east side of Hawthorne Lane between 1561 and 1671 Hawthorne Lane, Wheaton, IL 60189.

EXHIBIT 'B'

THIS INSTRUMENT PREPARED BY
AND MAIL TO:

Scott E. Pointner, Esq.
Rathje Woodward LLC
300 E. Roosevelt Road, Ste. #300
Wheaton, IL 60187

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement"), is made and entered into this 20th day of August, 2018 among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and Rebecca S. Cline as Trustee of the Rebecca S. Cline Revocable Trust dated September 16, 2008 (the "Owner").

WITNESSETH

WHEREAS, Owner has an interest in or controls the real estate comprised of a parcel of property approximately 101,519 square footage in size, a description of which is set forth on the Plat of Annexation, marked as Exhibit "A", which is attached to and made a part of this Agreement (the real estate will hereafter be referred to in its entirety as "Subject Property"); and

WHEREAS, the Subject Property is contiguous to the corporate limits of the City; and

WHEREAS, it is the desire of Owner that all of the Subject Property be annexed to the City under the terms and conditions of this Agreement; and

WHEREAS, Owner desires to connect to City water and sanitary sewer lines; and

WHEREAS, the City has concluded that annexation of the Subject Property under the terms and conditions of this Agreement would further the growth of the City, enable the City to control the development of the area, increase the taxable value of the property within the City, extend the corporate limits and jurisdiction of the City, permit the sound planning and development of the City, and otherwise enhance and promote the health, safety, and general welfare of the City; and

WHEREAS, pursuant to the provisions of Section 6.1, *et.seq.* of the Wheaton City Code and applicable provisions of the Illinois Compiled Statutes and Illinois Constitution, a proposed annexation agreement in substance and form of the same as this Agreement was submitted to the Wheaton City Council, and a public hearing was held thereon pursuant to notice as provided by law; and

WHEREAS, the City has had such hearings and heard such testimony as prescribed by law with respect to the annexation and requested zoning classification of R-1 Residential District; and

WHEREAS, notice has been duly served in the manner provided by statute on the appropriate governmental entities and an affidavit that service of said notice has been duly served has been placed on record with the Recorder of Deeds, DuPage County, Illinois.

NOW, THEREFORE, in consideration of the foregoing preambles and mutual covenants and agreements contained herein, together with other good and valuable consideration, the receipt of which the parties acknowledge, the parties hereto agree as follows:

1. LEGAL CONFORMANCE WITH LAW. This Agreement is made pursuant to and in accordance with the provisions of the Wheaton City Code, the City's home rule authority and applicable provisions of the Illinois Compiled Statutes and Illinois Constitution.

2. PETITION TO ANNEX. Owner has filed with the Clerk of the City, a petition pursuant to the provisions of Section 7-1-8 of the Illinois Compiled Statutes [65 ILCS 5/7-1-8], conditioned upon the signing of this Agreement, to annex the Subject Property to the City. The petition is attached to, and incorporated in, this Agreement as Exhibit "B". This Agreement in its entirety, together with the petition for annexation, shall be null, void, and of no force and effect unless the Subject Property is validly zoned and classified under the City's Zoning Ordinance as hereinafter set forth and amended.

3. **ANNEXATION ORDINANCE.** Immediately upon the complete signing of this Agreement, the City Council will enact an ordinance annexing the Subject Property to the City. The attached Engineering Plan of Cline's Hawthorne Estates Subdivision, a true and correct copy of which is attached hereto as Exhibit "C" has been reviewed by the corporate authorities of the City and is hereby approved as the Preliminary Plat for the subdivision of the Subject Property. The City agrees to approve the final plat of subdivision provided said final plat, final engineering and such other final plans, as are required by the City's ordinances, are duly submitted and comply with the City's ordinance, this Agreement, and are consistent with the Preliminary Plat. The Subject Property shall contain a maximum of 2 detached single family homes (the "Development"). The Development shall be in full conformance with the City's Zoning Ordinance, Subdivision Control Ordinance, Building Code, and other ordinances, codes, rules, and regulations of the City pertaining to the development of the Subject Property to be annexed, as amended by the Engineering Plan and/or this Agreement.

4. **REZONING.** Immediately after the passage of the ordinance annexing the Subject Property, the City shall, without further hearing, adopt an amendment to its Zoning Map which is part of the Zoning Ordinance of the City and the Comprehensive Plan of the City, zoning and classifying the Subject Property in the R-1 Residential District.

5. **EXTENSION OF AND CONNECTION TO THE CITY WATER SYSTEM.** Owner shall dedicate to the City a ten-foot (10') public utility and drainage easement along the north property line of Lot 1 (the "**North Easement**") of the Subject Property for the extension of a water main designed to service Lot 1 (the "**Water Main Extension**"), future water service to Lot 2, and potentially other properties on Hawthorne Lane. The Water Main Extension shall be constructed within the North Easement and initially terminate at a City-compliant fire hydrant in the northwest corner of Lot 1, prior to the issuance of a certificate of occupancy for Lot 1.

Owner shall connect the dwelling unit on Lot 1 to the Water Main Extension in accordance with City Code prior to issuance of an occupancy permit for that dwelling unit. Owner shall pay all City permit and connection fees in full force and effect, pursuant to the City Code, at the time of the connection of the Subject Property to the water main.

Owner is entitled to be reimbursed some of the costs of the Water Main Extension along the North Easement to Hawthorne Lane by the owner of 1561 Hawthorne Lane (the "**Water Line Extension Contributions**") pursuant to the annexation agreement entered into by and between the City and the owner of 1561 Hawthorne Lane (the "**1561 Owner**"). Any and all proposed reimbursement due from the 1561 Owner, to the Owner, shall be reviewed and approved by the Director of Engineering. No payments shall be due and owing to Owner from the 1561 Owner until: (a) all work thereon has been completed and the costs thereof approved by the Director of Engineering; (b) all necessary and appropriate contractor's sworn statements and lien waivers for the work have been delivered to the City and Owner; (c) the City has approved and accepted the water line; and (d) all easement areas of the Subject Property disturbed as a result of said work have been fully and properly restored to their condition preceding the work.

6. FUTURE WATER MAIN EXTENSION. Owner shall also dedicate a twenty-foot (20') public utility and drainage easement, and a ten-foot (10') temporary construction easement, along the entire frontage of west property lines of Lots 1 and 2 of the Development (the "**West Easements**") for the future design and construction of a water main to service Lot 2 and possibly other properties along Hawthorne Lane (the "**Future Water Main Extension**"). At the time that the home proposed for Lot 2 (the new dwelling units on Lots 1 and 2 are sometimes hereinafter referred to individually as a "**New Dwelling**") receives a building permit, the water main shall be designed and constructed and extended south to, and fully across Lots 1 and Lot 2, and terminate with a City-compliant fire hydrant at the southwest corner of Lot 2. The obligation

to install Future Water Main Extension shall remain in effect after the expiration of this agreement and shall be the obligation of the owner of Lot 2.

7. SANITARY SEWER FACILITIES. Owner shall dedicate an easement and construct for the Development a sanitary sewer line and appurtenances to connect each New Dwelling to an extension of the sanitary sewer main of the City located to the east of the Subject Property in the Hunters Glen Subdivision in accordance with City Code prior to issuance of an occupancy permit for each New Dwelling. This sanitary sewer line shall be extended from the manhole located at the southeast corner of 1561 Hawthorne Lane to a point on Lot 2 able to connect the sanitary sewer service for Lots 1 and Lot 2. Each sanitary sewer service line to a New Dwelling on Lots 1 and 2 shall be the respective responsibility of the lot owner at the time of connection. No further extension of the sanitary sewer main will be required. Owner shall pay all City permit and connection fees in full force and effect, pursuant to the City Code, at the time of the connection of the Subject Property to the sanitary sewer. The City agrees to cooperate in obtaining such permits as may be required from time to time by both Federal and State law, including (without limitation) the Illinois Environmental Protection Act, permitting the connection onto the sanitary lines of the Wheaton Sanitary District.

8. STORM WATER FACILITIES. Owner agrees to design and construct storm water facilities for the Development which comply with the requirements and standards contained in Chapter 34 of the Wheaton City Code, the DuPage County Countywide Stormwater and Floodplain Ordinance, and all other applicable statutes and ordinances.

9. IRREVOCABLE LETTER OF CREDIT. In lieu of a construction bond or development bond or bonds, the City will accept an irrevocable letter of credit from a reputable banking institution, to guarantee construction and quality of all public improvements and storm water management facilities, to be constructed in the Development. The letter of credit shall be

in the amount of one hundred twenty-five percent (125%) of the Developer's engineer's estimate of construction costs (as approved by the Director of Engineering) or one hundred percent (100%) of the contract costs of construction of all of the public facilities. The letter of credit shall be in a format approved by the City Attorney and shall be payable to the City of Wheaton.

The letter of credit shall be issued and presented to the City on or before the date that the City executes a Subdivision Improvement Agreement in the form required by the City. As the Owner completes the items covered by the letter of credit, the Owner may apply to the City for acceptance of said improvements in accordance with Paragraph 10 of this Agreement. Owner agrees to cause the letter of credit to be extended to cover the actual time of construction and the guarantee period.

10. PROCEDURE FOR ACCEPTANCE OF ANY PUBLIC IMPROVEMENTS.

The procedure for acceptance by the City of any public improvement, constructed as part of the development of the Subject Property, shall be as provided in the Subdivision Improvement Agreement to be hereafter entered into between the City and the Developer.

11. BUILDING PLANS. Owner shall submit to the City, plans for the New Dwellings to be constructed in the Development. A building permit shall be obtained, and the appropriate permit fee paid as required by the Wheaton Ordinances for the New Dwellings to be constructed.

12. STOP ORDERS. The City reserves the right to terminate and stop all activities at the job site, with written notice, to correct a situation which presents a direct hazard to the public health, safety, and welfare. Any such stop work order shall be issued in accordance with the provisions of the Wheaton City Code and adopted Building Codes.

13. ANNEXATION AND PERMIT FEES. The amount of the permit, license, tap-on or connection fees imposed by the City which are applicable to or required to be paid by Owner or successor Owners, contractors, subcontractors, material men, or others performing work or

supplying materials in connection with the development or construction of improvements on the Subject Property shall be the amount or rate of said fees in effect at the time of application for same.

14. DECLARATION OF EASEMENT. Owner, while also retaining in any and all ways Owner's lawful rights to use Hawthorne Lane for egress and ingress to the Property, irrevocably hereby declares and perpetually dedicates by quitclaim to the City, its public safety and public works' employees, and any other governmental entities authorized by agreements with other governmental agencies (hereinafter the "City and Its Agents") any and all actual, apparent or ostensible rights, tenements and authority, that Owner has or may have to full, egress, ingress and use over any portion of Hawthorne Lane, to conduct, provide, maintain or assist in the provision of firefighting and protection, fire appurtenances maintenance, rescue and emergency medical services, (including by mutual aid services authorized by agreements with other governmental agencies), as well as public work's inspection, maintenance, and replacement of dedicated City water main and sanitary sewer lines (hereinafter collectively "Public Services"), including but not necessarily limited to dedication of those certain easement rights related to Owner's irrevocable nomination herein of the City and Its Agents providing said Public Services as Owner's "servants", "visitors", and/or "licensees" as the same are referred to in that certain easement recorded in Book 151, Pages 608 through 614 on DuPage Recorder Document Number 968048, recorded June 13, 1960. Upon the City's request, Owner shall provide the City with one or more additional dedications of easement in a form acceptable to the City Attorney, granting the City and its public safety and public work's employees full, egress, ingress and use authority over any portion of Hawthorne Lane over which the Owner has actual, apparent or ostensible authority, to conduct, provide, maintain or assist in the provision of fire, fire appurtenances, rescue and emergency medical services, mutual aid services authorized by

agreements with other governmental agencies, as well as public work's inspection, maintenance, and replacement of dedicated City water main and sanitary sewer lines. The City's ability to make such request shall be a right but not a duty. The Owner has been informed that the City's rights and duties to provide Public Services to the Subject Property may be affected to the extent Hawthorne Lane is private property and there is currently no clear and undisputed public access to the Subject Property by public road or right of way.

15. SCHOOL AND PARK CASH CONTRIBUTIONS. Owner agrees to provide an aggregate school and park cash contribution in the amount required by the City's Ordinances for the New Dwellings, representing the cash contribution amount in effect at the time the petition for annexation was signed by Owner.

16. WHEATON PARK DISTRICT ANNEXATION. The Parties hereby confirm that the Property is annexed to the Wheaton Park District.

17. TREE PRESERVATION. Prior to the issuance of a Site Development Permit, Owner shall comply with the Tree Preservation requirements as set forth in Section 6.11 of the Wheaton Zoning Ordinance, subject to the provisions of the Site Plans and the terms of this Agreement.

18. CONFLICT IN REGULATIONS. The provisions of this Annexation Agreement shall supersede the provisions of any ordinances, codes, or regulations of the City which may be in conflict with the provisions of this Annexation Agreement.

19. AMENDMENT OF ANNEXATION AGREEMENT. This Annexation Agreement, and any exhibit attached hereto, may be amended pursuant to the provisions of Chapter 6 of the City Code.

20. TIME OF THE ESSENCE. Time is of the essence of this Agreement.

21. INVALIDITY. If any provision of this Annexation Agreement, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Annexation Agreement and the application of such provision, section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

22. TERM OF AGREEMENT. This Annexation Agreement shall be binding upon the parties hereto, their respective successors and the assigns for a full term of twenty (20) years from the date of this Agreement.

23. INDEMNIFICATION. Owner shall indemnify and hold the City harmless from all injuries to persons and property which arise due to the actions of Owner, its agents, assigns, employees, contractors, and subcontractors. Owner shall indemnify and hold the City harmless from all causes of action, suits, judgments, settlements, legal fees, and all other costs which may be incurred by the City as a result of its actions and conduct. Owner shall provide the City with certificates of insurance as required by any Subdivision Improvement Agreement hereafter entered between the City and Owner.

24. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, assigns, successors, and grantees.

25. NOTICES. Notices or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

- A. **Richard and Rebecca Cline**
2130 Cesario Circle
Wheaton, IL 60189

- B. **City of Wheaton**
City Clerk

City of Wheaton
303 West Wesley Street
Wheaton, IL 60187-0727

26. **RECORDING.** This Agreement shall be recorded in the Office of the Recorder of Deeds, DuPage County, Illinois at the expense of Owner.

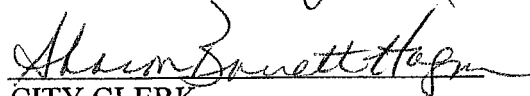
IN WITNESS WHEREOF, the Corporate authorities and Owner have hereunto set their hands and seals and have caused this instrument to be executed by their duly authorized officials and the Corporate seal attached here, all on the day and year first above written.

CITY:

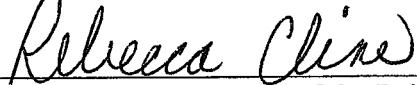
By:


MAYOR

Attest:


CITY CLERK

OWNER:

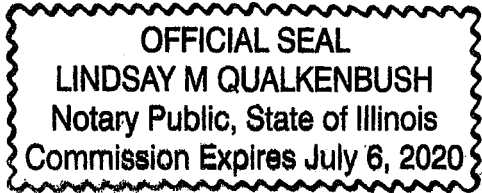

Rebecca Cline, as Trustee of the Rebecca S. Cline Revocable Trust dated September 16, 2008

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael T. Gresk, Mayor, and Sharon Barnett Hagan, City Clerk, of the CITY OF WHEATON, an Illinois municipal corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such Mayor and City Clerk, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that they, as custodian of the records of the corporation, did affix the corporate seal of said corporation to said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of August, 2018.
Lindsay M. Qualkenbush
Notary Public

STATE OF ILLINOIS)
) ss
COUNTY OF DUPAGE)



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rebecca Cline, personally known to me to be the 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 for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of August, 2018.
Stacy E. Marin
Notary Public



SCHEDULE OF EXHIBITS

- EXHIBIT "A" Plat of Annexation and Legal Description of Subject Property
- EXHIBIT "B" Petition for Annexation
- EXHIBIT "C" Engineering Plan of Cline's Hawthorne Estates Subdivision

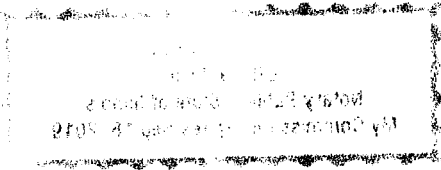


EXHIBIT "A"

**PLAT OF ANNEXATION
AND LEGAL DESCRIPTION OF SUBJECT PROPERTY**

A-1

EXHIBIT "A"

Legal Description

PARCEL 1:

THE WESTERLY 275.0 FEET (AS MEASURED FROM THE EAST LINE OF HAWTHORNE LANE) OF THE FOLLOWING DESCRIBED TRACT:

LOTS 5, 4 AND 3, AND THE NORTHERLY 22.5 FEET OF LOT 2 OF OWNER'S PLAT OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 26, 1921 AS DOCUMENT 146698 (EXCEPT FROM SAID LOTS 2, 3, 4 AND 5 THE WESTERLY 49.5 FEET KNOWN AND USED AS HAWTHORNE LANE), TOGETHER WITH THAT PART OF SAID WEST 1/2 OF THE SOUTHWEST 1/4 DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 42 FEET TO A LINE DRAWN PARALLEL WITH AND 275.0 FEET EAST OF THE EAST LINE OF HAWTHORNE LANE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, 22.5 FEET; THENCE WESTERLY PARALLEL WITH SAID SOUTH LINE OF LOT 3, 42 FEET TO THE EAST LINE OF SAID LOT 2; THENCE NORTHERLY ALONG SAID EAST LINE 22.5 FEET TO THE POINT OF BEGINNING, (EXCEPT THE SOUTH 440.06 FEET THEREOF), IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT MADE BY HORACE ORTON WETMORE AND EWING W. GRAHAM AND MARGARET P. GRAHAM, HIS WIFE, CLARIS BRICKER (CLARICE A. BRICKER), THE LIVE STOCK NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NO. 13312 DATED NOVEMBER 5, 1952, CHICAGO CITY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT KNOWN AS TRUST NO. 5832 OF WHICH JAMES W. WATT AND DOROTHY E. WATT, HIS WIFE, ARE BENEFICIARIES, ARTHUR T. HELLVER AND MARY A. TABER DATED JUNE 11, 1960 AND RECORDED ON JUNE 13, 1960 AS DOCUMENT 968048 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE NORTH ALONG THE SECTION LINE TO A POINT ON THE WEST LINE OF SECTION 21, 1,135 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 21; THENCE EAST 75 LINKS, THENCE SOUTH PARALLEL TO THE WEST LINE OF SECTION 21, TO THE SOUTH LINE OF SAID SECTION 21; THENCE WEST 75 LINKS TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT "B"

PETITION FOR ANNEXATION

B-1

**CITY OF WHEATON
PETITION FOR ANNEXATION**

To: THE WHEATON CITY COUNCIL

Petitioners on oath states as follows:

1. That they are the owners of record of all of the land within the property described herein.
2. That (they are the only) or (there are other) electors residing thereon. (Circle the appropriate answer).
3. That no portion of the property is within the corporate limits of any municipality.
4. That the property which petitioners desire to have annexed to the City of Wheaton is described as follows:
See attached legal description.

5. That this petition shall be in full force and effect from and after the date hereof and until the property is contiguous and annexed to the City of Wheaton.

WHEREFORE, the applicant petitions that the property be annexed by ordinance to the City of Wheaton, Illinois, in accordance with the appropriate statutes.

The undersigned on oath states that he/she has read the foregoing petition for annexation, has knowledge of the allegations contained therein, and that said allegations are true and correct to the best of his/her knowledge.

Date: 6/13 2018.

Owner(s) of record of said property

Rebecca S. Cline, as Trustee of the Rebecca S. Cline Revocable Trust
Name: _____ Signature: [Signature]

Address: 2130 Cesario Circle, Wheaton, Illinois 60187

Tel. No.: 630-668-8500 (Rathje Woodward LLC) Fax No.: 630-668-9218

Elector(s) residing on said property

Name: None

Name: _____

Subscribed and sworn before me this 13th day of June 2018.

[Signature]
Notary Public



EXHIBIT "C"

ENGINEERING PLAN OF CLINE'S HAWTHORNE ESTATES SUBDIVISION

