

RESOLUTION NO. 25-R-50

**A RESOLUTION OF THE CITY OF ROLLING MEADOWS APPROVING
AN AGREEMENT REGARDING THE VACATION OF A CERTAIN
RIGHT-OF-WAY AND CONSOLIDATION OF CERTAIN PROPERTY
(Vermont Street ROW and 5160 Dupont Avenue)**

WHEREAS, the corporate authorities of the City of Rolling Meadows ("City") have determined that it is advisable, necessary and in the public interest of the citizens of the City to enter into an agreement regarding the vacation of a certain unimproved portion of the Vermont Street right-of-way and the consolidation of certain adjacent property located at 5160 Dupont Avenue, Rolling Meadows, Illinois.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Rolling Meadows, Cook County, State of Illinois, as follows:

Section 1: The *Agreement Regarding the Vacation of a Certain Right-of-Way and Consolidation of Certain Property within the City of Rolling Meadows*, is hereby approved in substantially the form attached hereto as Exhibit "A", and incorporated herein, and the City Manager is hereby authorized to execute same on behalf of the City of Rolling Meadows, with such changes therein as may be approved by the City Manager and City Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 2: This Resolution shall be in full force and effect from and after its passage and approval in accordance with law.

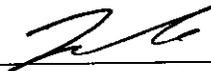
ADOPTED this 27th day of May, 2025, by the City Council of the City of Rolling Meadows on a roll call vote as follows:

AYES: O'Brien, Boucher, Reyez, Koehler, McHale

NAYS: 0

ABSENT: Budmats, Vinezeano

APPROVED this 27th day of May, 2025.



Lara Sanoica, Mayor

ATTESTED and filed in my office,
this 27th day of May, 2025.



Judith Brose, Deputy City Clerk

**AGREEMENT REGARDING THE VACATION OF A CERTAIN
RIGHT-OF-WAY AND CONSOLIDATION OF CERTAIN PROPERTY
WITHIN THE CITY OF ROLLING MEADOWS**

This **AGREEMENT** (the "Agreement") is made and entered into by and between the City of Rolling Meadows, an Illinois municipal corporation ("City"), and Swiss Machining Expertise, LLC, and Illinois Limited Liability Company ("SME"). The City and SME are herein sometimes individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, SME is the prospective purchaser of certain real estate commonly known as 5160 Dupont Avenue, Rolling Meadows, Illinois, and legally described as:

LOTS 1, 2, 3 AND 4 IN POPA SUBDIVISION OF LOT 5 IN BLOCK 29 IN ARTHUR T. MCINTOSH AND COMPANY'S PALATINE ESTATES UNIT NO. 3, BEING A SUBDIVISION OF PARTS OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

and identified by Permanent Index Numbers: 02-27-401-012; 02-27-401-013; 02-27-401-014; 02-27-401-015 ("Subject Property"); and

WHEREAS, the City owns or is otherwise in control of an unimproved portion of the Vermont Street right-of-way immediately adjacent to the Subject Property and wholly within the corporate boundaries of the City generally located north of Dupont Avenue and adjacent to the Subject Property ("City ROW"); and

WHEREAS, the City Council has determined that it would be in the best interests of the public welfare to relieve the public from further burden and responsibility of the City ROW and to vacate the City ROW for the purpose of providing adequate land area for the Subject Property to become two (2) buildable parcels, contingent upon SME's purchase of the Subject Property, consolidation of the various tax parcels of the Subject Property and the City ROW into two (2) parcels, and the payment to the City of the sum of \$40,000.00 as just compensation for the City ROW.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements hereinafter set forth, the Parties agree as follows:

Section 1. Incorporation of Recitals. The Parties confirm and admit the truth and validity of the representations and recitations set forth in the foregoing recitals. The Parties further acknowledge that the same are material to this Agreement and are hereby incorporated into this Agreement as though they were fully set forth in this Section 1.

Section 2. Vacation of City Right-of-Way. Simultaneous with the City's consideration of the consolidation of the Subject Property into two (2) parcels, the City agrees approve the vacation of the City ROW. The City's obligation to vacate the City ROW is contingent upon SME's: (1) purchase of the Subject Property; (2) consolidation of the various tax parcels of the Subject Property and the City ROW, into two (2) parcels, and (3) payment to the City the sum of \$40,000.00 as just compensation for the vacation of the City ROW. The ordinance approving the

vacation of the City ROW and the related plat of vacation and consolidation of Subject Property and the City ROW shall reserve, grant and depict, a City utility easement reservation, in favor of the City for any current or future public utilities on, under, within or above that part of the City ROW vacated by the ordinance vacating the City ROW. The ordinance vacating the City ROW shall also provide that title to the City ROW shall be conveyed by Quit Claim Deed to SME in an "as-is, where-is" condition. The ordinance vacating the City ROW shall undergo two readings by the City Council and shall be presented to the City Council for first reading no later than the first meeting following SME's purchase and acquisition of the Subject Property and the City Council's approval of a Plat of Vacation and Consolidation (defined below) of the Subject Property.

Section 3. Consolidation of Subject Property. Following SME's acquisition of the Subject Property, SME agrees to prepare and make application to the City, at SME's expense, for a plat of subdivision which consolidates the existing four (4) lots of the Subject Property into two (2) lots, with two (2) tax parcels, which plat of subdivision shall include the vacation of the City ROW ("Plat of Vacation and Consolidation"), for approval by the City Council in accordance with the provisions of Chapter 98 of the Rolling Meadows Municipal Code. The City shall diligently process SME's application for approval of the Plat of Vacation and Consolidation and will consider said plat at the same it considers the ordinance implementing the vacation of the City ROW.

Section 4. Mutual Assistance. The Parties shall do all things necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the intent of the Parties as reflected by the terms of this Agreement.

Section 5. Severability. In the event any part or portion of this Agreement, or any provision, clause, wording or designation contained within this Agreement, is held to be invalid by a court of competent jurisdiction, such part, portion, provision, clause, wording or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect the remaining portions thereof.

Section 6. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts and by facsimile signatures, each of which shall be deemed an original and all of which together shall constitute one document.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below their respective signatures, to be effective as of the date of the last Party's execution of the Agreement.

CITY OF ROLLING MEADOWS, an Illinois municipal corporation

By: _____
Rob Sabo, City Manager

SWISS MACHINING EXPERTISE, LLC, an Illinois Limited Liability Company

By: _____