

## RESOLUTION R-80-06

**A RESOLUTION APPROVING A GRANT OF SIDEWALK EASEMENT  
FOR 712 PARKWAY DRIVE  
(2006 Sidewalk Program)**

WHEREAS, owners of the properties located at 712 Parkway Drive have presented a grant of sidewalk easement to the City of Wheaton for approval and acceptance (the property is legally described in Exhibit A, attached to this resolution); and the Wheaton City staff has recommended that the grant of sidewalk easement be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council, of the City of Wheaton, Illinois, that the Grants of Sidewalk Easement for 712 Parkway Drive is hereby approved.

IT IS FURTHER RESOLVED that the Mayor is authorized to sign the approval form and the City Clerk is authorized and directed to attest to the signature of the Mayor and attach a certified copy of this resolution of approval to the Grant of Sidewalk Easement.

Adopted this 6<sup>th</sup> day of November, 2006.

  
James Caw

ATTEST:

Frank M. Consalvo  
City Clerk

### Roll Call Vote:

Ayes: Councilman Mouhelis  
Councilman Suess  
Councilman Bolds  
Councilwoman Corry  
Councilman Johnson  
Mayor Carr  
Councilman Levine

Nays: None

Absent: None

### Motion Carried Unanimously

**EXHIBIT "A"**

**712 Parkway Drive**

LOT 25 IN DURABLE CONSTRUCTION COMPANY'S EAST HAWTHORNE ADDITION,  
BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 9,  
TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN  
DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-09-403-008

Grant of sidewalk easement 712 Parkway Drive, Wheaton, IL 60187.

This indenture witnesseth:

Whereas, the City of Wheaton, an Illinois municipal corporation, hereinafter referred to as "Grantee", has agreed to accept a sidewalk improvement, hereinafter called "Public Improvement", with all necessary appurtenances thereto, through and across lands lying and being in Township 39 North, Range 10 East of the Third Principal Meridian, DuPage County, Illinois, including the hereinafter described lands of the Grantor, and;

Whereas, Ray and Cheryl Ward, of The City of Wheaton, DuPage County, Illinois, hereinafter referred to as "Grantor", is the owner subject to diverse matters of record, of the real estate hereinafter described as "Tract A" and is willing to grant the easement over, upon, along, under, and through with reference to said real estate for the purposes herein specified.

Now therefore, in consideration of (\$10.00) ten dollars and in consideration of the special benefits to be derived by the Grantor through the acceptance and maintenance of said Public Improvement, and other good and valuable consideration, the receipt and sufficiency of all of which considerations are hereby acknowledged by the Grantor, and in further consideration of the mutual covenants and agreements herein contained, the Grantor herein does hereby and in accordance with the terms and provisions hereof grant, give, convey, and warrant to the Grantee, its successors, and assigns, the perpetual easement, privilege, right and authority, but not the obligation, to construct, design, survey, reconstruct, repair, observe said Public Improvement, including any appurtenances as may be deemed necessary by Grantee, over, upon, along and through the tract of land hereinafter particular described as, and under the caption of, "Tract B"; hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois in and to said Tract B.

Tract A

***Lot 25 in Durable Construction Company's East Hawthorne Addition, being a subdivision of part of the southeast quarter of section 9, township 39 north, range 10 east of the third principal meridian, in DuPage County, Illinois***

Said Tract B is particularly described as follows:

05-09-403-008

The south five feet (5.0') of said Tract A.

All of said lands being situated in the City of Wheaton, DuPage county, Illinois.

It is covenanted and agreed between the Grantor and Grantee as follows:

1. The Grantor shall have and retain all rights to the use and occupation of said real estate, except as herein expressly granted and provided and such use and occupation by the Grantor shall not be unnecessarily interfere with any work deemed necessary by the Grantee .

2. The Grantor covenants and agrees that the Grantor will not in any manner disturb, damage destroy, injure or obstruct said Public Improvement or any part of the appurtenances thereto and will not interfere with the Grantee, its contractors or subcontractors or with the agents or employees, in the exercise of any of the rights, privileges, or authorities hereby given and granted. The Grantor agrees to maintain the subject sidewalk in conformance with all city code provisions.

3. The Grantee shall signify its acceptance of this grant and easement by resolution and recording of same in the Office of the DuPage County Recorder.

4. This indenture and the covenants and agreements herein contained shall run with the land and shall be binding upon the grantees, lessees, successors, heirs, devisee and assigns, and any, either or all of the same, of the parties hereto and shall be in full force and effect when accepted by the Grantee in the manner herein provided.

In witness hereof, the Grantor Ray + Cheryl,

WARD, do hereon set their hand and seal this

17<sup>th</sup> day of October 2006 A.D.

Raymond Grantor

Cheryl Grantor

State of Illinois)

ss

County of DuPage)

I, Janet Christman, a notary public in and for said county, in the state aforesaid, do hereby certify that PAT + Cheryl WARD, personally known to me to be the same person(s) whose names ARE subscribed the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead mentioned in said instrument.

Given under my hand and notarial seal this 17<sup>th</sup> day of October, 2006 A.D.

Janet O. Christman  
Notary public



State of Illinois)

ss

County of DuPage)

Approved and accepted by the Mayor and City Council of the City of Wheaton at its regularly scheduled meeting on the 4<sup>th</sup> day of November, 2006 A.D.

John C. Carr  
By Mayor

Erin M. Cenndearf  
Attest: City Clerk