

RESOLUTION R-2022-03

**A RESOLUTION APPROVING A
GRANT OF SIDEWALK EASEMENT
(109 Fairway Lane)**

WHEREAS, the owner of the property located at 109 Fairway Lane has presented Grant of Sidewalk Easement to the City for approval (the property is legally described in Exhibit A, attached to this resolution); and the Wheaton City staff has recommended that the easement grant be approved.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Grant of Sidewalk Easement for 109 Fairway Lane, dated January 31st, 2022, is hereby approved, and the Mayor is hereby authorized to sign, and the City Clerk is directed to attest to the resolution of acceptance and the Grant of Sidewalk Easement incorporated herein as Exhibit B.

ADOPTED this 7th day of February 2022.



Mayor

ATTEST:



City Clerk

Roll Call Vote

Ayes: Councilwoman Robbins
Councilman Weller
Councilman Barbier
Councilwoman Bray-Parker
Councilman Brown
Mayor Suess
Councilwoman Fitch

Nays: None
Absent: None

Motion Carried Unanimously

Exhibit A

Legal Description

109 Fairway Lane
Wheaton, IL 60189

LOT 91 IN FAIRWAY ESTATES, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 21,
TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED NOVEMBER 21, 1957, AS DOCUMENT 863827 AND CERTIFICATE OF CORRECTION
RECORDED APRIL 30, 1958 AS DOCUMENT 878181, IN DUPAGE COUNTY, ILLINOIS

P.I.N. 05-21-114-021

EXHIBIT B

GRANT OF SIDEWALK EASEMENT

109 Fairway Lane, Wheaton, IL 60189

This indenture witnesseth:

Whereas, the City of Wheaton, an Illinois municipal corporation, hereinafter referred to as "Grantee", has agreed to accept new sidewalk construction, 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, Randolph King, of 109 Fairway Lane, 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 91 IN FAIRWAY ESTATES, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 21 1957, AS DOCUMENT 863827 AND CERTIFICATE OF CORRECTION RECORDED APRIL 30, 1958 AS DOCUMENT 878181, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 05-21-114-021

Said Tract B is particularly described as follows:

THE SOUTH TEN FEET (10.0') OF SAID TRACT A, ALONG THE RIGHT OF WAY LINE.

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.
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 Randolph King
and Roseanne King, do hereon set their hand and seal this

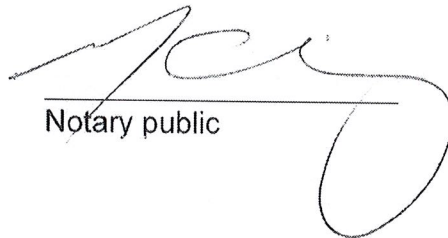
31st day of JANUARY 20 22 A.D.

Randolph King Grantor
Roseanne King Grantor

State of Illinois) ss

I, MICHAEL O'REILLY, a notary public in and for said county, in the state aforesaid, do hereby certify that RANDOLPH KING, RANDOLPH KING 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 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.

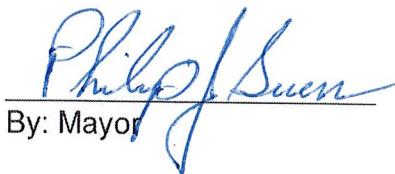
Given under my hand and notarial seal this 7th day of January, 2022 A.D.


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 7th day of February, 2022 A.D.


By: Mayor


Attest: City Clerk

