

RESOLUTION R-2024-76

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PERMANENT EASEMENT AGREEMENT
FOR A PUBLIC SIDEWALK AND PEDESTRIAN BRIDGE BETWEEN THE CITY OF WHEATON
AND MARIAN PARK, INC.**

WHEREAS, Marian Park, Inc. ("Marian Park"), the owner of the property located at P.I.N. 05-19-201-003, and the City of Wheaton ("City") have generated a permanent Grant of Easement - Public Sidewalk and Pedestrian Bridge ("Agreement") for a public sidewalk and pedestrian bridge; and

WHEREAS, Marian Park has signed the Agreement and presented it to the City for approval (the property is legally described in Tract B, Area 3, incorporated in the Agreement) and City staff has reviewed the Agreement and recommends that the permanent easement grant be approved; and

WHEREAS, both parties agree to the terms and conditions set forth in the Agreement between the City and Marian Park as set forth herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Grant of Easement - Public Sidewalk and Pedestrian Bridge between the City of Wheaton and Marian Park, Inc. is hereby approved, and the Mayor is hereby authorized to sign, and the City Clerk is authorized and directed to attest to the Permanent Easement Agreement incorporated herein as Exhibit A.

ADOPTED this 3rd day of September 2024.



Mayor

ATTEST:



City Clerk

Roll Call Vote:

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

Nays: None
Absent: Councilwoman Robbins
Motion Carried Unanimously

GRANT OF EASEMENT
PUBLIC SIDEWALK AND
PEDESTRIAN BRIDGE

LOCATION: South Side of Roosevelt across from Fapp Circle
Wheaton, IL

P.I.N. 05-19-201-003

This indenture witnesseth:

Whereas, Marian Park, Inc., an Illinois not-for-profit corporation, hereinafter referred to as "Grantor", is the sole owner of record of the real estate hereinafter described as "Tract A" and is willing to grant a perpetual non-exclusive public sidewalk, pedestrian bridge, and public ingress/egress easement on, over, across, upon, along, under, in and through said real estate for the purposes herein specified; and

Whereas, the City of Wheaton, an Illinois municipal corporation, hereinafter referred to as "Grantee", has agreed to construct a public sidewalk and pedestrian bridge, hereinafter called "Public Improvement", and accept a public sidewalk and pedestrian bridge easement, with all necessary appurtenances thereto, through and across Tract A.

Now therefore, the Grantor, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, does hereby and in accordance with the terms and provisions hereof grant, give, convey, and warrant to the Grantee, its successors, and assigns, a perpetual non-exclusive easement (as legally described as Tract B: Area 3 and depicted as Area 3 in Exhibit 1 attached hereto), right, privilege and authority on, over, across, upon, along, under, in and through Tract A with full and free entry for the purpose of constructing, designing, surveying, reconstructing, repairing, maintaining, traversing, and observing said Public Improvement, including any appurtenances as may be deemed necessary by the Grantee, including the right to cut, trim, or remove trees, bushes and roots, as well as for the right of the public to use the sidewalk and bridge, and hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois in and to said Tract B.

Tract A

**PART OF LOTS "B" AND "C" IN THE PARTITION PLAT OF THE
ESTATE OF EDWARD N. HURLEY IN THE NORTHEAST QUARTER OF
SECTION 19, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN THE CITY OF WHEATON, ACCORDING TO**

**THE PLAT THEREOF RECORDED SEPTEMBER 24, 1973 AS DOCUMENT
R1973-60791, IN DUPAGE COUNTY, ILLINOIS
P.I.N. 05-19-201-003**

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. Such use and occupation by the Grantor shall not 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. Upon completion of any construction, maintenance, or repair of the sidewalk and pedestrian bridge, the Grantee shall remove all debris and rubbish, fill all ditches and other excavations resulting from such work, and restore the ground as nearly as possible to the condition immediately preceding the work including resodding any area destroyed or disturbed as a result of the construction, maintenance, or repair.
4. The Grantee will install a fence to the type and length as specified by the Grantor to replace the existing fence if it is to be removed during construction. Details and location of the fence in the construction documents will be communicated to and approved by the Grantor before the project goes out to bid.
5. This indenture and the covenants and agreements herein contained shall run with the land and shall be binding upon the owners and residents and their grantees, lessees, successors, heirs, devisees, 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, Marian Park, Inc, does hereon set its hand this
20 day of August, 2024.

Kassidi Boening
Grantor Kassidi Boening

Title: Vice President

Grantor

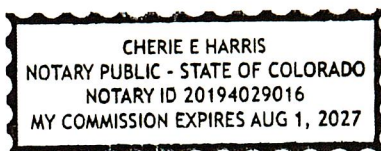
Title: _____

State of Illinois) ss
County of DuPage)

I, Cherie E. Harris, a notary public in and for said county, in the state aforesaid, do
hereby certify that Kassidi Boening, Vice President
personally known to me to be the same person(s) whose names is subscribed the foregoing
instrument, appeared before me this day in person and acknowledged that she signed, sealed,
and delivered said instrument as a 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
20 day of August, 2024.

Cherie E. Harris
Notary public



In witness hereof, the Grantee, City of Wheaton, does hereon set its hand and seal this 4th day of September 2024.

By: Philip J. Suess
Philip Suess, Mayor

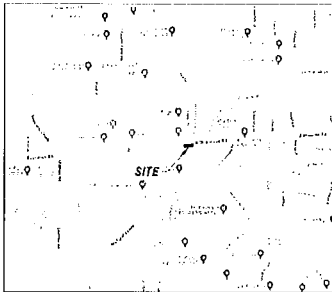
Attest: Andrea Rosedale
Andrea Rosedale, City Clerk

This document prepared by:
City of Wheaton
Legal Department
303 W. Wesley St.
Wheaton, IL 60187

EXHIBIT 1

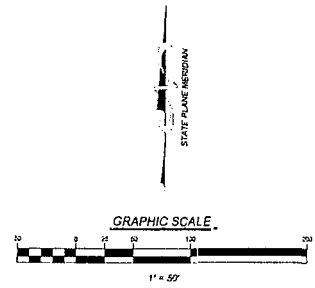
PLAT OF EASEMENT FOR SIDEWALK IMPROVEMENT

PIN: 05-19-201-003



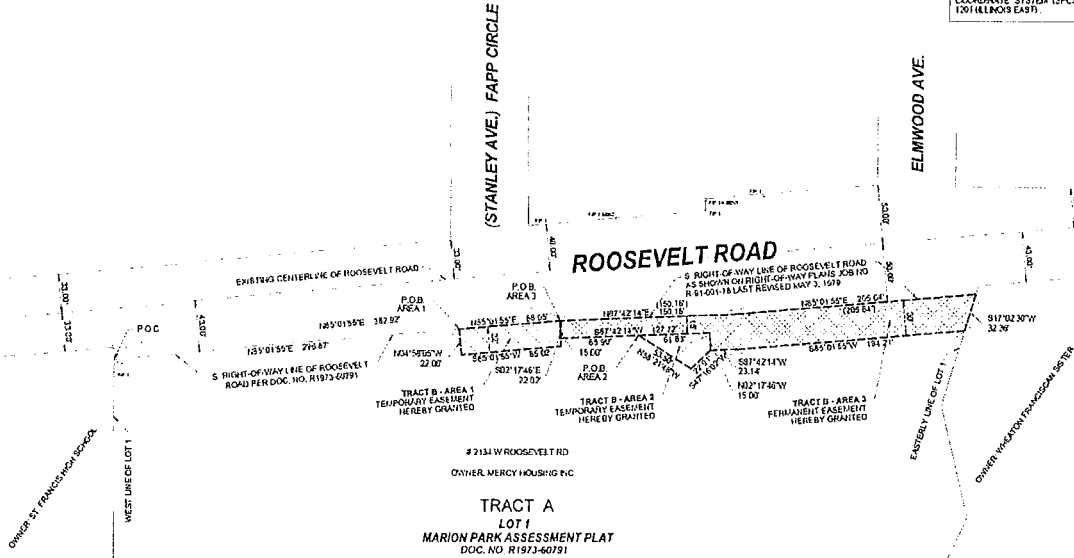
VICINITY MAP
NOT TO SCALE

PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH,
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS



BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE STATE PLANE
COORDINATE SYSTEM (SPCS) NAD 83 (2011) ZONE
10N (ILLINOIS EAST).



TRACT B LEGAL DESCRIPTIONS

AREA 1

THAT PART OF LOT 1 IN MARION PARK ASSESSMENT PLAT, IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R1973-60791, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 1 WITH THE SOUTH RIGHT-OF-WAY LINE OF ROOSEVELT ROAD PER SAID DOC. NO. R1973-60791; THENCE NORTH 85 DEGREES 01 MINUTES 55 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF ROOSEVELT ROAD PER SAID DOC. NO. R1973-60791, A DISTANCE OF 296.87 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING NORTH 85 DEGREES 01 MINUTES 55 SECONDS EAST ALONG SAID SOUTH LINE, 66.05 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 46 SECONDS EAST, 22.02 FEET; THENCE SOUTH 86 DEGREES 01 MINUTES 55 SECONDS WEST, 85.02 FEET; THENCE NORTH 01 DEGREES 54 MINUTES 05 SECONDS WEST, 22.00 FEET TO SAID PLACE OF BEGINNING; CONTAINING 1,882 SQUARE FEET, OR 0.0432 ACRES, MORE OR LESS, IN DUPAGE COUNTY ILLINOIS

AREA 2

THAT PART OF LOT 1 IN MARION PARK ASSESSMENT PLAT, IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R1973-60791, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 1 WITH THE SOUTH RIGHT-OF-WAY LINE OF ROOSEVELT ROAD PER SAID DOC. NO. R1973-60791; THENCE NORTH 85 DEGREES 01 MINUTES 55 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF ROOSEVELT ROAD PER SAID DOC. NO. R1973-60791, A DISTANCE OF 382.92 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 46 SECONDS EAST, 15.00 FEET; THENCE NORTH 87 DEGREES 42 MINUTES 14 SECONDS EAST, 63.30 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 42 MINUTES 14 SECONDS EAST, 61.83 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 46 SECONDS EAST, 15.00 FEET; THENCE SOUTH 47 DEGREES 16 MINUTES 02 SECONDS WEST, 22.91 FEET; THENCE NORTH 59 DEGREES 21 MINUTES 48 SECONDS WEST, 53.50 FEET TO SAID PLACE OF BEGINNING; CONTAINING 1,054 SQUARE FEET, OR 0.0242 ACRES, MORE OR LESS, IN DUPAGE COUNTY ILLINOIS

AREA 3

THAT PART OF LOT 1 IN MARION PARK ASSESSMENT PLAT, IN THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R1973-60791, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 1 WITH THE SOUTH RIGHT-OF-WAY LINE OF ROOSEVELT ROAD PER SAID DOC. NO. R1973-60791; THENCE NORTH 85 DEGREES 01 MINUTES 55 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF ROOSEVELT ROAD PER SAID DOC. NO. R1973-60791, A DISTANCE OF 382.92 FEET TO A PLACE OF BEGINNING; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE SOUTH RIGHT-OF-WAY LINE OF ROOSEVELT ROAD AS SHOWN ON RIGHT-OF-WAY PLANS JOB NO. R91-001-78 LAST REVISED MAY 3, 1979: 1) NORTH 87 DEGREES 42 MINUTES 14 SECONDS EAST, 150.15 FEET; 2) NORTH 85 DEGREES 01 MINUTES 55 SECONDS EAST, 205.64 FEET TO A PLACE OF BEGINNING; THENCE SOUTH 17 DEGREES 02 MINUTES 30 SECONDS WEST ALONG SAID EASTERLY LINE, 32.36 FEET; THENCE SOUTH 85 DEGREES 01 MINUTES 55 SECONDS WEST, 194.21 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 14 SECONDS WEST, 23.14 FEET; THENCE NORTH 02 DEGREES 17 MINUTES 46 SECONDS WEST, 15.00 FEET; THENCE SOUTH 87 DEGREES 42 MINUTES 14 SECONDS WEST, 127.72 FEET; THENCE NORTH 02 DEGREES 17 MINUTES 46 SECONDS WEST, 15.00 FEET TO SAID PLACE OF BEGINNING; CONTAINING 8,597 SQUARE FEET, OR 0.1974 ACRES, MORE OR LESS, IN DUPAGE COUNTY ILLINOIS

