

**VACATING A PORTION OF AND SALE OF SAID PORTION OF
EIGHTH STREET IN ATKIN'S ADDITION
IN THE CITY OF FAIRBURY TO:
KEITH SCHLADENHAUFFEN AND GAIL D SCHLADENHAUFFEN**

Parcel I.D.: 25-25-02-353-012

Please return this copy with recording stamp on it to:

Nancy Widlacki
City of Fairbury
PO Box 228
Fairbury IL 61739

CITY OF FAIRBURY

**AN ORDINANCE VACATING A PORTION OF EIGHTH STREET
IN ATKIN'S ADDITION OF THE CITY OF FAIRBURY, ILLINOIS**

WHEREAS, there is now located Lots 1 & 2 of Block 5 on Locust Street in Fairbury, Illinois, lying in Atkin's Addition to the City of Fairbury, and

WHEREAS, the City Council of the City of Fairbury has determined that the City should vacate a Twenty (20) foot strip off of Eighth Street, which strip is more particularly described and shown on Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, the vacation of the Twenty (20) feet of said easement of Eighth Street would still allow access to properties on the east side of said portion of Eighth Street, and

WHEREAS, in the judgment of the City Council of the City of Fairbury, vacating the Twenty (20) feet of said easement of Eighth Street and selling it to the neighboring property would be in the best interest of the City of Fairbury as the intersecting street, Eighth Street, is not a through street and dead-ends at the Genesee & Wyoming railroad to the south.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRBURY, LIVINGSTON COUNTY, ILLINOIS AS FOLLOWS:

1. The East Twenty (20) feet of said easement at Locust Street and Eighth Street in the City of Fairbury and lying in Block 5 in Atkin's Addition to Fairbury, Livingston County, Illinois, as particularly described and shown on Exhibit A, attached hereto and made a part hereof by this reference, shall be and the same is hereby vacated subject to the successful agreement to purchase with Keith Schladenhauffen and Gail D. Schladenhauffen which will include a purchase price of \$1,500, the City retaining an easement to maintain, operate, or repair if necessary, the Schladenhauffen's releasing the City from any and all real estate tax liability, if any, and the Schladenhauffen releasing the City from any and all property or liability matters involving the building which is partially on City property.
2. The title to the land included in said Twenty (20) foot wide strip herein vacated be and the same is hereby vested in the owners of the land abutting said Twenty (20) foot wide strip for the fair market value determined to be \$1,500 to, Keith Schladenhauffen and Gail D. Schladenhauffen, hereafter called Schladenhauffen, owners of Lots 1 & 2 of Block 5 on Locust Street being the abutting property subject to a the completion of an agreement with the Shladenhauffens.
3. The vacated property shall be deemed and zoned commercial. Twenty (20) foot wide or any portion thereof hereby vacated by this Ordinance.

4. Once the agreement is successfully completed by with the Shladenhauffen's, the City Clerk of the City of Fairbury is hereby directed to file a certified copy of this Ordinance with the Recorder of Deeds of Livingston County, Illinois.
5. The City hereby waives any and all penalties for violations of its ordinances in light of the building encroaching on City property, but will continue to enforce its ordinances on the subject property.
6. The City hereby finds that \$1,500 represents the fair market value of the property being vacated.

Any Ordinances or Resolutions or parts thereof in conflict with this Ordinance are hereby repealed.

This ordinance shall be effective after passage by the City Council of the City of Fairbury, Illinois, and its approval by the Mayor of the City of Fairbury, Illinois.

Passed by the City Council of the City of Fairbury, Illinois on Feb 3, 2021.


Ayes: 5 Nays: 0 Absent: 3

Approved by the Mayor of the City of Fairbury, Illinois on Feb 4, 2021.



Mayor

Attest:



Nancy Widelacki
City Clerk

(CITY SEAL)

STATE OF ILLINOIS :
COUNTY OF LIVINGSTON: : SS.
CITY OF FAIRBURY :

I, Nancy L. Widlacki, do hereby certify that I am the duly qualified Clerk of the City of Fairbury, Livingston County, Illinois, and as such Clerk, I am the keeper of the records and files for the City Council of said City.

I do further certify that the foregoing and attached Ordinance is a full, true, and correct copy of an Ordinance No. 2021- 1 entitled:

AN ORDINANCE VACATING A PORTION OF EIGHTH STREET IN ATKIN'S ADDITION
OF THE CITY OF FAIRBURY, ILLINOIS

Duly adopted by the City Council of the City of Fairbury, Livingston County, Illinois, at a duly called regular meeting held on Feb. 3, 2021, as the same appears in the official records in my care and custody. Said Ordinance passed by the following vote:

AYES: 5

NAYS: 0

ABSENT: 3

I do further certify that the City Council of the City of Fairbury, Livingston County, Illinois, was at that time authorized and required by law to have a membership of 8 members.

In witness whereof, I have hereunto affixed my official signature and the corporate seal of the City of Fairbury, Livingston County, Illinois, on Feb. 4, 2021.

Nancy L. Widlacki
Nancy L. Widlacki
City Clerk of the City of Fairbury,
Livingston County, Illinois

AGREEMENT TO ACQUIRE PORTION OF A CITY STREET

This Agreement is between Keith Schladenhauffen and Gail D. Schladenhauffen ("Buyer") and the City of Fairbury ("City"). This Agreement is hereby entered into this 4th day, of Feb, 2021 ("Agreement").

WHEREAS, City is the owner of a City Street otherwise known as Eighth Street, and, in particular the portion of such street south of Locust Street which dead-ends at the Genesee & Wyoming railroad;

WHEREAS, the Buyer has built on such street so that part of Buyer's building encroaches on such street;

WHEREAS, the parties have come to an agreement regarding the sale of a certain portion of such street to the Buyer;

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed by and between the parties as follows:

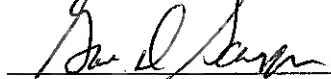
1. The City of Fairbury will set forth an ordinance vacating: *That portion of 8th Street Lying 20 Feet East of and Adjacent to the East Line of Said Block 5 of Atkin's Addition, said portion of 8th Street which is bounded on the North by the South Line of Locust Street and is Bounded on the South By the South Line of Said Block 5 extended Easterly, Said Line Also being the North Line of a 16 foot alley.*
2. Upon a successful three-fourths passage of such ordinance the Buyer shall agree to:
 - A. Make payable to the City of Fairbury a check in the amount of \$1,500.
 - B. Release, hold harmless, and indemnify, if necessary, the City of Fairbury from any and all liability associated with the building encroaching on the City property and any other activities conducted by the Buyer on City property.
 - C. Release, hold harmless, and indemnify the City from any and all adverse real estate tax consequences of private property being placed on a public street.
 - D. Execute an easement with the City in the form set forth in the attached exhibit.
3. The City agrees to waive any and all fees or violations for the activity of the Buyer.
4. The Buyer shall notify the City immediately of any suit brought against Owner challenging the terms and conditions of this agreement or any covenant required by this Agreement regarding the future annexation of the Tract.

5. Entire Agreement. This is the entire Agreement between Buyer and the City. The provisions of this Agreement are severable, and if any one or more of such provisions are determined to be illegal or otherwise unenforceable, in whole or in part, under the laws of any jurisdiction, the remaining provisions or portions hereof shall, nevertheless, be binding on and enforceable by and between the parties hereto.
6. Covenant Running with Land. The terms of this Agreement constitute a covenant running with the land and are hereby expressly made binding upon all heirs, grantees, lessees, executors, assigns and successor in interest of the Buyer as to Tract.
7. Applicable Law. This Agreement shall be governed by the laws of the State of Illinois. Any disputes related to the enforcement of this Agreement shall be filed in Livingston County, Illinois.
8. Enforcement. The Buyer and City agree and hereby stipulate that any part to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement.

BUYER:




Keith Schladenhauffen



Gail D. Schladenhauffen

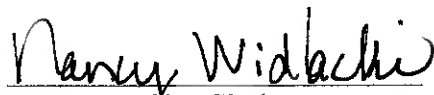
The City of Fairbury executes this Agreement under the approval of a Two-Thirds (2/3rds) Majority Vote As Set Forth Under Ordinance 2021-1 on the 3rd day of Feb., 2021

City:



Mayor, David Slagel

Attested:



City Clerk

Utility Easement

EASEMENT

THIS INDENTURE WITNESSETH that KEITH SCHLADENHAUFFEN and GAIL D. SCHLADENHAUFFEN, hereinafter referred to as Grantor for and in consideration of TEN and No/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, give, grant, convey and dedicate to THE CITY OF FAIRBURY, an Illinois Municipal Corporation, hereinafter referred to as "Grantee", a permanent and perpetual public utility Easement across the following described property for the purpose of clearing, trenching for laying, constructing, operating, altering and maintaining City utilities and all necessary appurtenances thereto the facilities, which Easement is across a City street vacated by the City of Fairbury on Feb. 3, 2021 by Ordinance No. 2021-1 on the following described real estate:

LOTS 1 AND 2 IN BLOCK 5 OF ATKIN'S ADDITION TO FAIRBURY,
LIVINGSTON COUNTY, ILLINOIS AND THAT PORTION OF 8TH STREET LYING
20 FEET EAST OF AND ADJACENT TO THE EAST LINE OF SAID BLOCK 5 OF
ATKIN'S ADDITION. SAID PORTION OF 8TH STREET IS BOUNDED ON THE
NORTH BY THE SOUTH LINE OF LOCUST STREET AND IS BOUNDED ON THE
SOUTH BY THE SOUTH LINE OF SAID BLOCK 5 EXTENDED EASTERLY, SAID
LINE ALSO BEING THE NORTH LINE OF A 16 FOOT ALLEY.

1. Grantee shall have through its employees, invitees, agents and/or contractors the free right of ingress and egress over and across the Easement property insofar as such right of ingress and egress is necessary for the proper use of any right granted herein. In the event that Grantee or any of its employees, invitees, agents and/or contractors enter onto the Easement property, it is hereby expressly agreed upon by Grantor and Grantee that Grantee will not be responsible for any damages to Grantor's property.

2. Grantee agrees to indemnify and hold Grantor harmless from any and all liability, damage, expense, cause of action, suits or claims of judgment arising from injury to persons and/or property on the above described premises which arise out of the negligence of Grantee, its agents, employees, contractors or assigns in the exercise of the rights under this grant of Easement.

3. Grantor may not place, build, construct or erect any permanent structure on the permanent Easement area without the express, written consent of the Grantee.

4. The terms, conditions and provisions of this grant of Easement as herein set forth shall be binding upon and inure to the benefit of the Heirs, Successors, Successors in Title, Executors, Administrators, Trustees, and Assigns of the respective parties hereto and shall run with title to the land in perpetuity.

5. The terms of this Easement shall be interpreted and construed pursuant to the Laws of the State of Illinois.

DATED this 5 day of Feb, 2021.

Keith Schladenhauffen
Keith Schladenhauffen

Gail D. Schladenhauffen
Gail D. Schladenhauffen

ATTEST: Nancy L. Widlacki

STATE OF ILLINOIS)
) ss.
COUNTY OF Livingston)

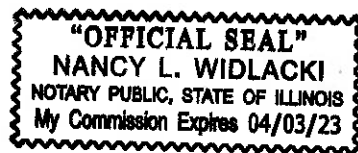
I, the undersigned, a Notary Public in, and for said County and State aforesaid DO HEREBY CERTIFY, that **KEITH SCHLADENHAUFFEN and GAIL SCHLADENHAUFFEN**, is personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5 day of Feb., 2021.

Nancy L. Widlacki
Notary Public

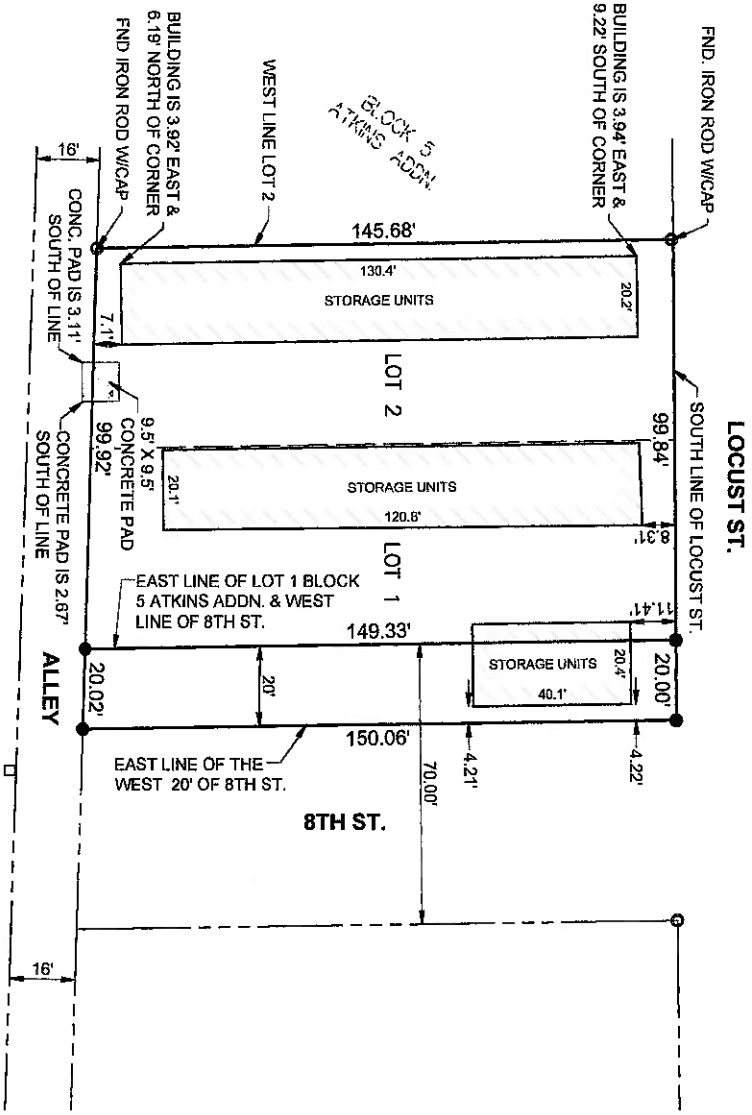
THIS INSTRUMENT WAS PREPARED BY
AND IS TO BE RETURNED TO:

Steven T. Mann
Attorney at Law
213 Green Street
PO Box 198
Chenoa, IL 61726



Farnsworth
GROUP
301 WEST WASHINGTON STREET
PONTIAC, ILLINOIS 61764
(815) 844-5571 / info@fw.com

CITY OF FARBURRY & KEITH & GAIL SCHLADENHAUFFEN
508 E. LOCUST STREET
PLAT OF SURVEY

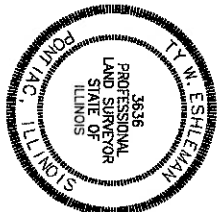


DESCRIPTION OF PROPERTY

LOTS 1 AND 2 IN BLOCK 5 OF OF ATKINS ADDITION TO FARBURRY, LIVINGSTON COUNTY, ILLINOIS AND THAT PORTION OF 8TH STREET LYING 20 FEET EAST OF AND ADJACENT TO THE EAST LINE OF SAID BLOCK 5 OF ATKINS ADDITION. SAID PORTION OF 8TH STREET IS BOUNDED ON THE NORTH BY THE SOUTH LINE OF LOCUST STREET AND IS BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID BLOCK 5 EXTENDED EASTERLY, SAID LINE ALSO BEING THE NORTH LINE OF A 16 FOOT ALLEY.

FARNSWORTH GROUP
301 W. WASHINGTON ST.
PONTIAC, IL 61764

Ty W. Eshleman
TY W. ESHLEMAN
PROFESSIONAL LAND SURVEYOR NO. 3636



DATE: 1-21-21
EXP. DATE: 11-30-22
DESIGN FRM. REGISTRATION NO. 184-001856

P.L.N. 25-25-02-363-012

PROJECT: 081MUN0022.00
DRAWN: TME
REVIEWED: TME
DATE: 1-21-21