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RETURN TO:

EWJ.

**KIM THOMAS
CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294**

2022R07069
STATE OF ILLINOIS
MADISON COUNTY
03/01/2022 11:32 AM
DEBRA D. MING-MENDOZA
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
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OF PAGES: 18

CITY OF TROY

ORDINANCE NO. 2022 - 02

50.00 CTY

**AN ORDINANCE ADOPTING INTERGOVERNMENTAL AGREEMENTS
BETWEEN THE TRI-TOWNSHIP PARK DISTRICT AND THE CITY OF TROY,
ILLINOIS, FOR THE PURPOSE OF PROVIDING THE NECESSARY EASEMENTS
AND VACATIONS FOR MAINTENANCE OF A BIKE TRAIL ON
TRI-TOWNSHIP PARK DISTRICT PROPERTY**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 7th DAY OF FEBRUARY, 2022**

**Published in pamphlet form by the authority of the City Council of the City of Troy,
Madison County, Illinois, this 7th day of February, 2022.**

EWJ

**CITY OF TROY
ORDINANCE NO. 2022 - 02**

**AN ORDINANCE ADOPTING INTERGOVERNMENTAL AGREEMENTS
BETWEEN THE TRI-TOWNSHIP PARK DISTRICT AND THE CITY OF TROY,
ILLINOIS, FOR THE PURPOSE OF PROVIDING EASEMENTS AND VACATIONS OF
PROPERTY FOR CONSTRUCTION AND MAINTENANCE OF A BIKE TRAIL**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the City has joined with the Tri-Township Park District in improvements to Park District property in the form of constructing a bike trail; and

WHEREAS, the Park has agreed to grant the City two permanent easements over the property for the purposes of maintaining the bike trail and the City has agreed to vacate right of way in favor of the Park as a part of the construction of the bike trail on Park property; and

WHEREAS, the Mayor and the City Council of the City of Troy, Illinois, have determined that it is in the best interests of the City to enter into three separate Intergovernmental Agreements, to provide for easements and vacations of property within the Tri-Township Park District for construction and maintenance of the bike trail as set forth in the attached documents, which will service both the users of the Tri-Township Park District and the residents of the City of Troy, Illinois.

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


1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The attached Intergovernmental Agreements are adopted and shall be effective upon their passage, signing and execution as required by law.
3. If any section or provision of this Ordinance is declared invalid for any reason, such invalidity shall not affect or impair any of the remaining sections or provisions of this Ordinance which can be given effect without the invalid section or provision, and to this end, the sections and provisions of this Ordinance are declared to be severable.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 7th day of February 2022.

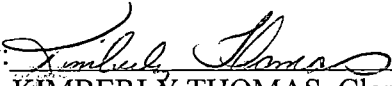
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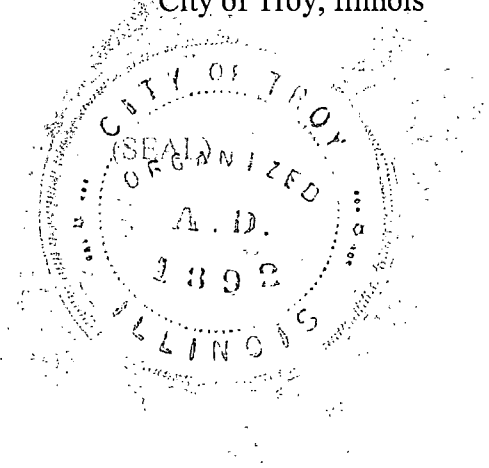
Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>8</u>
Tim Flint	<u>AYE</u>	Debbie Knoll	<u>AYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>AYE</u>	Absent:	<u>0</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>

APPROVED:

By: 
DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:

By: 
KIMBERLY THOMAS, Clerk
City of Troy, Illinois



PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (“Agreement”) is made this 7th day of FEBRUARY, 2022, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and The Tri-Township Park District (“Owner”).

RECITALS

A. Owner is the owner of certain real property in the City (See Attached Exhibit A for parcel numbers and as set forth below in paragraph C.)(the “Property”).

B. The City and Owner have made certain improvements to the Property in the form of constructing a bike trail.

C. Accordingly, the parties hereby enter into this Agreement to grant the City a permanent easement over the Property (the “Easement”) as follows:

County: Madison

Owner: Tri-Township Park District

Parcel Number: 09-1-22-09-09-101-001
09-1-22-09-09-101-002
09-1-22-09-09-101-002.001
09-1-22-08-00-000-009.006
09-1-22-09-05-101-006
09-2-22-09-06-102-005
09-2-22-09-06-102-006

Part of the Northeast Quarter of Section 8 and the Northwest Quarter of Section 9, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at a 1/2 inch iron rebar, marking the southwest corner of said Northwest Quarter; thence on an assumed bearing of North 00 degree 51 minutes 11 seconds East on the west line of said Northwest Quarter, 333.82 feet to the north right of way line of Collinsville Road, said point being the Point of Beginning.

From said Point of Beginning; thence continuing North 00 degree 51 minutes 11 seconds East on said west line, 1,037.90 feet to the north line of the Southeast Quarter of said Northeast Quarter; thence North 89 degrees 21 minutes 25 seconds West on said north line, 20.00 feet; thence North 00 degree 56 minutes 01 second East, 638.50 feet; thence North 89 degrees 03 minutes 59 seconds West, 15.00 feet; thence North 00 degree 56 minutes 01 second East, 135.38 feet; thence North 18 degrees 32 minutes 14 seconds West, 165.25 feet; thence westerly 234.24 feet on a non-tangential curve to the left having a radius of 585.00 feet, the chord of said curve bears North 77 degrees 57 minutes 51 seconds West, 232.67 feet; thence North 89 degrees 26 minutes 06 seconds West, 306.33 feet; thence North 00 degree 33 minutes 54 seconds East, 40.00 feet to the north line of a tract of land described in the deed to the Tri-Township Park District, as recorded in the Recorder's Office of Madison County, Illinois, in Book 4281 on Page 1823; thence South 89 degrees 26 minutes 06 seconds East on said north line, 600.00 feet to the west right of way line of Riggins Road; thence South 00 degree 56 minutes 02 seconds West on said west right of way line, 82.00 feet to the southerly right of way line of Riggins Road; thence South 89 degrees 23 minutes 42 seconds East on said southerly right of way line, 25.00 feet; thence North 00 degree 56 minutes 01 second East continuing on said southerly right of way line, 17.50 feet; thence South 88 degrees 44 minutes 52 seconds East continuing on said southerly right of way line and the south line of "Parkside Estates", reference being had to the plat thereof recorded in Plat Book 41 on Page 99 in said Recorder's Office, 1,492.56 feet to the northerly extension of the east lines of Lots 3 and 6 of "Cook's Third Addition", reference being had to the plat thereof recorded in Plat Book 7 on Page 78; thence South 00 degree 01 minute 14 seconds West on said northerly extension and east lines of said Lots 3 and 6, a distance of 403.11 feet to the north right of way line of Wickliffe Street; thence North 87 degrees 47 minutes 48 seconds West on said north right of way line, 30.02 feet; thence North 00 degree 01 minute 14 seconds East, 362.61 feet; thence North 44 degrees 21 minutes 49 seconds West, 14.29 feet; thence North 88 degrees 44 minutes 52 seconds West, 1,330.70 feet; thence South 01 degree 15 minutes 08 seconds West, 15.00 feet; thence North 88 degrees 44 minutes 52 seconds West, 122.24 feet to the west line of said Northwest Quarter; thence South 00 degree 56 minutes 01 second West on said west line, 181.71 feet; thence South 89 degrees 03 minutes 59 seconds East, 10.00 feet; thence South 00 degree 56 minutes 01 second West, 600.08 feet; thence South 89 degrees 03 minutes 59 seconds East, 20.00 feet; thence South 00 degree 56 minutes 01 second West, 124.96 feet to the south line of the Northwest Quarter of said Northwest Quarter; thence South 89 degrees 21 minutes 25 seconds East on said south line, 10.00 feet; thence South 00 degree 51 minutes 11 seconds West, 573.97 feet; thence South 89 degrees 08 minutes 49 seconds East, 10.00 feet; thence South 00 degree 51 minutes 11 seconds West, 20.00 feet; thence North 89 degrees 08 minutes 49 seconds West, 10.00 feet; thence South 00 degree 51 minutes 11 seconds West, 72.56 feet; thence North 89 degrees 08 minutes 49 seconds West, 15.00 feet; thence South 00 degree 51 minutes 11

seconds West, 362.28 feet to said north right of way line of Collinsville Road; thence Westerly on said north right of way line, 26.65 feet, being a non-tangential curve to the right having a radius of 16,415.56 feet, the chord of said curve bears South 70 degrees 33 minutes 25 seconds West, 26.65 feet to the Point of Beginning.

Said parcel contains 161,493 square feet or 3.71 acres, more or less.

NOW THEREFORE, for and in consideration of the Recitals, which are incorporated herein, for the sum of One Dollars (\$1.00) paid by the City to the Owner, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1. Grant of Easement to the City. The Owner hereby grants to the City, its successors and assigns, a non-exclusive perpetual easement to enter over, under and across the Property legally described herein, and specifically denoted on the attached Exhibit A, for purposes of maintaining the bike trail thereon in accordance the Intergovernmental Agreement between the City and Owner, previously adopted by the City on August 3, 2020, by Ordinance 2020-18. The Owner further grants to the City the perpetual right and privilege to move personnel and equipment over the Property as shall be reasonable and necessary to gain access, and to exercise the rights of the City herein in accordance with the terms of this Agreement. The City shall provide the Owner reasonable advance written notice prior to accessing the Property for any maintenance purposes, except in the event of emergency, in which event any notice practicable shall be given, and any areas disturbed by the City or its representative during maintenance operations shall be replaced in kind by the City. The Owner shall be entitled to use the Easement for any purposes permitted under the City Code, however, the Owner shall not change the earth grading or construct any structures and/or buildings on, over or upon the Easement.

2. Indemnification. The City shall indemnify and hold harmless the Owner and Owner's successors and assigns, from and against any and all claims, losses, damages, injuries, liability, costs and expenses, including reasonable attorneys' fees, arising from any accident, occurrence, injury, loss or damage to any person arising out of or resulting from the City's maintenance, repair or replacement of the bike trail within the Easement performed by the City in accord with the Intergovernmental Agreement referenced above, except to the extent of the negligence or willful misconduct of the Owner.

3. Default. If a party to this Agreement alleges that the other party is in breach hereof, the party alleging breach shall give written notice to the other party, such notice specifying the nature of the alleged breach. Unless otherwise set forth herein, and except in case of an emergency where persons or property are in immediate peril, the party in breach shall have ninety (90) days after receipt of the notice to effect a cure; in an emergency, all reasonable steps to cure shall be taken immediately.

4. Notices. Notices shall be in writing and sent via certified mail, return receipt requested, recognized overnight courier or by hand-delivery to the parties at the addresses listed below. Notices shall be deemed received when actually received.

Notices to Owners: Tri-Township Park District
410 Wickliffe Street
Troy, IL 62294

Notices to City: City of Troy
Attn: City Administrator
116 East Market Street
Troy, IL 62294

5. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successor, tenants and personal representatives of the parties hereto.

6. Choice of Law. This Agreement shall be construed under the laws of the State of Illinois.

7. Amendment/Termination. This Agreement may not be amended/modified or terminated except in a writing signed by the parties hereto, or their successors and assigns.

8. Non-Waiver. No waiver by either party of any default in performance on the part of the other party, or of any breach or series of breaches, or any of term, covenant or condition of this Agreement will constitute a waiver of any subsequent breach or a waiver of any term, covenant or condition.

9. Severability. If any provision of this Agreement, or the application of any such provision to any person or circumstance, is held by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, will be construed as if the void or unenforceable provision were not included in this Agreement.


10. Entire Agreement. This writing constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. It supersedes all prior oral and written understandings, agreements, representations and negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of date first written above.

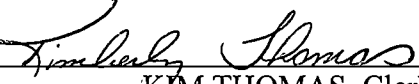
OWNER:

By:  _____
Tri-Township Park District

CITY OF TROY, ILLINOIS, an Illinois municipal corporation:

By: 
DAVE NONN, Mayor
City of Troy, Illinois

ATTEST:

By: 
KIM THOMAS, Clerk
City of Troy, Illinois

(SEAL)

RETURN TO:

**CITY OF TROY
ATTN: CITY ADMINISTRATOR
116 EAST MARKET STREET
TROY, IL 62294**



PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (“Agreement”) is made this 7th day of FEBRUARY, 2022, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and The Tri-Township Park District (“Owner”).

RECITALS

A. Owner is the owner of certain real property in the City (See Attached Exhibit A for parcel numbers and as set forth below in paragraph C.)(the “Property”).

B. The City and Owner have made certain improvements to the Property in the form of constructing a bike trail.

C. Accordingly, the parties hereby enter into this Agreement to grant the City a permanent easement over the Property (the “Easement”) as follows:

County: Madison

Owner: Tri-Township Park District

Parcel Number: 09-1-22-08-00-000-010

09-1-22-08-00-000-009.006

Part of the Northeast Quarter of Section 8, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at a 3/4 inch iron rebar marking the northwest corner of the Southeast Quarter of said Northeast Quarter Section; thence on an assumed bearing of North 00 degree 36 minutes 27 seconds East on the west line of the Northeast Quarter of said Northeast Quarter Section, 50.00 feet; thence South 89 degrees 23 minutes 33 seconds East, 30.00 feet; thence South 00 degree 36 minutes 27 seconds West, 49.97 feet to the north line of the Southeast Quarter of said Northeast Quarter Section; thence South 00 degree 29 minutes 05 seconds West, 83.88 feet; thence South 89 degrees 30 minutes 55 seconds East, 10.00 feet; thence South 00 degree 29 minutes 05 seconds West, 10.00 feet; thence North 89 degrees 30 minutes 55 seconds West, 10.00 feet; thence South 00 degree 29 minutes 05 seconds West, 415.91 feet; thence South 89 degrees 30 minutes 55 seconds East, 10.00 feet; thence South 00 degree 29 minutes 05 seconds West, 10.00 feet; thence North 89 degrees 30 minutes 55 seconds West, 10.00 feet; thence South 00 degree 29 minutes 05 seconds West, 62.76 feet; thence North 89 degrees 30 minutes 55 seconds West, 30.00 feet to the west line of the Southeast Quarter of said Northeast Quarter Section; thence North 00 degree 29 minutes 05 seconds East on said west line, 582.58 feet to the Point of Beginning.

Said parcel contains 19,176 square feet or 0.440 acre, more or less.

NOW THEREFORE, for and in consideration of the Recitals, which are incorporated herein, for the sum of One Dollars (\$1.00) paid by the City to the Owner, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1. Grant of Easement to the City. The Owner hereby grants to the City, its successors and assigns, a non-exclusive perpetual easement to enter over, under and across the Property legally described herein, and specifically denoted on the attached Exhibit A, for purposes of maintaining the bike trail thereon in accordance the Intergovernmental Agreement between the City and Owner, previously adopted by the City on August 3, 2020, by Ordinance 2020-18. The Owner further grants to the City the perpetual right and privilege to move personnel and equipment over the Property as shall be reasonable and necessary to gain access, and to exercise the rights of the City herein in accordance with the terms of this Agreement. The City shall provide the Owner reasonable advance written notice prior to accessing the Property for any

maintenance purposes, except in the event of emergency, in which event any notice practicable shall be given, and any areas disturbed by the City or its representative during maintenance operations shall be replaced in kind by the City. The Owner shall be entitled to use the Easement for any purposes permitted under the City Code, however, the Owner shall not change the earth grading or construct any structures and/or buildings on, over or upon the Easement.

2. Indemnification. The City shall indemnify and hold harmless the Owner and Owner's successors and assigns, from and against any and all claims, losses, damages, injuries, liability, costs and expenses, including reasonable attorneys' fees, arising from any accident, occurrence, injury, loss or damage to any person arising out of or resulting from the City's maintenance, repair or replacement of the bike trail within the Easement performed by the City in accord with the Intergovernmental Agreement referenced above, except to the extent of the negligence or willful misconduct of the Owner.

3. Default. If a party to this Agreement alleges that the other party is in breach hereof, the party alleging breach shall give written notice to the other party, such notice specifying the nature of the alleged breach. Unless otherwise set forth herein, and except in case of an emergency where persons or property are in immediate peril, the party in breach shall have ninety (90) days after receipt of the notice to effect a cure; in an emergency, all reasonable steps to cure shall be taken immediately.

4. Notices. Notices shall be in writing and sent via certified mail, return receipt requested, recognized overnight courier or by hand-delivery to the parties at the addresses listed below. Notices shall be deemed received when actually received.

Notices to Owners: Tri-Township Park District
410 Wickliffe Street
Troy, IL 62294

Notices to City: City of Troy
 Attn: City Administrator
 116 East Market Street
 Troy, IL 62294

5. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successor, tenants and personal representatives of the parties hereto.

6. Choice of Law. This Agreement shall be construed under the laws of the State of Illinois.

7. Amendment/Termination. This Agreement may not be amended/modified or terminated except in a writing signed by the parties hereto, or their successors and assigns.

8. Non-Waiver. No waiver by either party of any default in performance on the part of the other party, or of any breach or series of breaches, or any of term, covenant or condition of this Agreement will constitute a waiver of any subsequent breach or a waiver of any term, covenant or condition.

9. Severability. If any provision of this Agreement, or the application of any such provision to any person or circumstance, is held by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, will be construed as if the void or unenforceable provision were not included in this Agreement.

10. Entire Agreement. This writing constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. It supersedes all prior oral and written understandings, agreements, representations and negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of date first written above.

OWNER:

By: *Jc Ae*
Tri-Township Park District

CITY OF TROY, ILLINOIS, an Illinois municipal corporation:

By: *Dave Nonn*
DAVE NONN, Mayor
City of Troy, Illinois

ATTEST:

By: *Kim Thomas*
KIM THOMAS, Clerk
City of Troy, Illinois

(SEAL)

RETURN TO:

**CITY OF TROY
ATTN: CITY ADMINISTRATOR
116 EAST MARKET STREET
TROY, IL 62294**



RIGHT OF WAY VACATION AGREEMENT

This Right of Way Vacation Agreement (“Agreement”) is made this 7th day of FEBRUARY, 2022, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and The Tri-Township Park District (“Park”).

RECITALS

A. City has agreed to vacate the following Right of Way in favor of Park as part of the construction of a bike trail on Park property by City and Park.

B. Accordingly, the parties hereby enter into this Agreement for the City to Vacate the following Right of Way:

ROW Vacation
Troy, Illinois
Tri-Township Park District

All of McKinley Avenue and the alleys adjacent to Lots 3 and 4, all of Wickliffe Street and the alleys adjacent to Lots 5 and 6, and all of the alleys adjacent to Lots 10, 11, and 12, all as platted in “Cook’s Third Addition”, a subdivision of part of the Northwest Quarter of Section 9, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, reference being had to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois in Plat Book 7 on Page 78.

Said parcel contains 0.67 acre, more or less.

NOW THEREFORE, for and in consideration of the Recitals, which are incorporated herein, for the sum of One Dollars (\$1.00) paid by the Park to the City, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS

1. Vacation of Right of Way. The City hereby vacates its Right of Way in favor of the Park legally described herein, and specifically denoted on the attached Exhibit A. In the absence of the City's negligence or willful misconduct, the City shall have no responsibility for maintenance, repair or replacement of the Right of Way moving forward. Any existing easement(s) shall not be affected by this vacation. Current easement holders shall retain all existing easement right(s) moving forward.

2. Indemnification. The Park shall indemnify and hold harmless the City and City's successors and assigns, from and against any and all claims, losses, damages, injuries, liability, costs and expenses, including reasonable attorneys' fees, arising from any accident, occurrence, injury, loss or damage to any person arising out of or resulting from the Park's maintenance, repair or replacement of the Right of Way moving forward, except to the extent of the negligence or willful misconduct of the City.

3. Default. If a party to this Agreement alleges that the other party is in breach hereof, the party alleging breach shall give written notice to the other party, such notice specifying the nature of the alleged breach. Unless otherwise set forth herein, and except in case of an emergency where persons or property are in immediate peril, the party in breach shall have ninety (90) days after receipt of the notice to effect a cure; in an emergency, all reasonable steps to cure shall be taken immediately.

4. Notices. Notices shall be in writing and sent via certified mail, return receipt requested, recognized overnight courier or by hand-delivery to the parties at the addresses listed below. Notices shall be deemed received when actually received.

Notices to City: City of Troy
 Attn: City Administrator
 116 East Market Street
 Troy, IL 62294

Notices to Park: Tri-Township Park District
 410 Wickliffe Street
 Troy, IL 62294

5. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successor, tenants and personal representatives of the parties hereto.

6. Choice of Law. This Agreement shall be construed under the laws of the State of Illinois.

7. Amendment/Termination. This Agreement may not be amended/modified or terminated except in a writing signed by the parties hereto, or their successors and assigns.

8. Non-Waiver. No waiver by either party of any default in performance on the part of the other party, or of any breach or series of breaches, or any of term, covenant or condition of this Agreement will constitute a waiver of any subsequent breach or a waiver of any term, covenant or condition.


9. Severability. If any provision of this Agreement, or the application of any such provision to any person or circumstance, is held by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, will be construed as if the void or unenforceable provision were not included in this Agreement.

10. Entire Agreement. This writing constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. It supersedes all prior oral and written understandings, agreements, representations and negotiations.

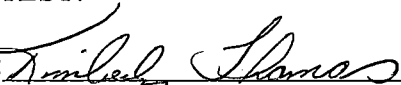
IN WITNESS WHEREOF, the parties have executed this Agreement as of date first written above.

OWNER:

CITY OF TROY, ILLINOIS, an Illinois municipal corporation:

By: 
DAVE NONN, Mayor
City of Troy, Illinois

ATTEST:

By: 
KIM THOMAS, Clerk
City of Troy, Illinois

(SEAL)

By: 
Tri-Township Park District

RETURN TO:

CITY OF TROY
ATTN: CITY ADMINISTRATOR
116 EAST MARKET STREET
TROY, IL 62294



END OF DOCUMENT