

DocId:8797412

Tx:4552276

RETURN TO: *EW.*

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

2022R11481  
STATE OF ILLINOIS  
MADISON COUNTY  
04/04/2022 09:46 AM  
DEBRA D. MING-MENDOZA  
CLERK & RECORDER  
REC FEE: 50.00  
CO STAMP FEE:  
ST STAMP FEE:  
FF FEE:  
RHSPS FEE:  
# OF PAGES: 8

**CITY OF TROY**

*50.00 CTY*

**RESOLUTION 2022 – 14**

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**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A PERMANENT EASEMENT AGREEMENT WITH EVANGELICAL  
FRIEDENS GEMEINDE**

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**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS  
THIS 21ST DAY OF MARCH 2021**

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CITY OF TROY

RESOLUTION NO. 2022 - 14

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A PERMANENT EASEMENT AGREEMENT WITH EVANGELICAL FRIEDENS  
GEMEINDE

WHEREAS, the City Council for the City of Troy, Illinois, believes that it is in the best interest of the City to enter into a Permanent Easement Agreement with Evangelical Friedens Gemeinde for the purposes of constructing and maintaining a storm sewer; and

WHEREAS, the City and Evangelical Friedens Gemeinde have negotiated the terms and conditions of the Permanent Easement Agreement attached hereto and incorporated herein as Exhibit A, and the City believes that such terms and conditions are in the best interest of the health, safety and general welfare of its citizens.


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

1. The recitals set forth above are hereby incorporated herein as if fully set forth.
2. The Mayor of the City of Troy, Illinois, is hereby authorized to execute and enter into the attached Permanent Easement Agreement with Evangelical Friedens Gemeinde, and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Resolution.
3. This Resolution shall be in effect following its passage, approval and publication as provided by law.

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 21st day of March, 2022.

Aldermen:

|                    |            |              |            |          |          |
|--------------------|------------|--------------|------------|----------|----------|
| 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



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**PERMANENT EASEMENT AGREEMENT**

This Permanent Easement Agreement (“Agreement”) is made this 21<sup>ST</sup> day of MARCH, 2022, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and the Evangelical Friedens Gemeinde (“Owner”).

**RECITALS**

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

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

Permanent Easement  
County: Madison  
Owner: Evangelical Friedens Gemeinde  
Parcel Number: 09-1-22-10-03-301-032

Part of the Northwest Quarter of the Southwest Quarter of Section 10, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Beginning at the southeast corner of Lot 7 of the Creekside IV subdivision, reference being had to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois in Plat Cabinet 51 on Page 116; thence on an assumed bearing of North 00 degree 09 minutes 07 seconds East on the east line of said Creekside IV subdivision, a distance of 311.94 feet; thence North 84 degrees 57 minutes 40 seconds East, 71.95 feet; thence North 71 degrees 30 minutes 10 seconds East, 78.00 feet;

thence North 64 degrees 38 minutes 02 seconds East, 197.95 feet; thence North 52 degrees 29 minutes 13 seconds East, 344.15 feet to the east line of said Quarter-Quarter; thence South 01 degree 20 minutes 58 seconds East, on said east line, 30.97 feet; thence South 52 degrees 29 minutes 13 seconds East, 328.53 feet; thence South 64 degrees 38 minutes 02 seconds East, 202.11 feet; thence South 71 degrees 30 minutes 10 seconds West, 82.45 feet; thence South 84 degrees 57 minutes 40 seconds West, 62.11 feet; thence South 00 degree 09 minutes 07 seconds West, 287.95 feet to the south line of said Quarter-Quarter; thence South 89 degrees 10 minutes 24 seconds West on said south line, 15.00 feet to the Point of Beginning. Said parcel contains 21,590 square feet or 0.4956 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. 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. Specifically, the City plans to construct and maintain a storm sewer as set forth in detail on attached Exhibit A. 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. In exchange

for the granting of this Easement, the City agrees to maintain the open ditch that crosses the Frieden's Cemetery Property (that is used to convey storm water from the eastern portion of Avalon Dr., Creekside Dr. to the south, and all storm water from Henning School and the Solar Field) which shall consist of quarterly mowing, and the use of rip rap, if in the sole discretion of the City, rip rap is so required.

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 use, maintenance, repair or replacement of the property within the Easement performed by the City, 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 Owner:     Evangelical Friedens Gemeinde  
                              207 East Center St.  
                              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: *Jeffrey M. Swanson*, Council President, Friedens VCC  
Evangelical Friedens Gemeinde

CITY OF TROY, ILLINOIS, an Illinois municipal corporation:

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

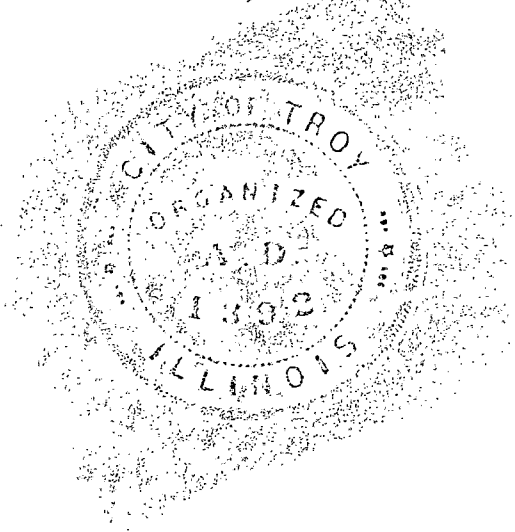
ATTEST:

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



SW ¼ SECTION 10  
T3N, R7W



CREEKSIDE IV  
PC 51 PG 116

CEMETARY

S01°20'58"E  
30.97'

N/F KELLI PONCE  
LOT 3

N/F BRYON AND  
DEBRA DOWNING  
LOT 4

N/F THOMAS AND  
KATHLEEN KINKEL  
LOT 5

N/F DEBRA  
OPOLKA  
LOT 6

N/F MARK AND  
MASJA LARUE  
LOT 7

EAST LINE OF CREEKSIDE IV

PERMANENT  
EASEMENT

N84°57'40"E  
71.95'

N71°30'10"E  
78.00'

N64°33'02"E 197.95'  
S64°38'02"E 202.11'

N52°29'13"E 344.15'  
S52°29'13"E 328.53'

S71°30'10"W  
82.45'

S84°57'40"W  
62.11'

N/F EVANGELICAL FRIEDENS  
GEMEINDE

09-1-22-10-03-301-032

BK 3017 PG 1587

BK 2770 PG 415

BK 2508 PG 215

BK 2112 PG 184

EAST LINE NW ¼, SW ¼, SEC 10, T3N, R7W

N00°09'07"E 1311.94'  
S00°09'07"W 287.95'

15'

SOUTH LINE NW ¼, SW ¼, SEC 10, T3N, R7W

POB

S89°10'24"W  
15.00'

LEGEND

- ROW LINE
- PROPERTY LINE
- CENTERLINE
- PROPOSED EASEMENT LINE
- STORM SEWER CONSTRUCTION
- SECTION LINE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING

PROPOSED USE:  
PERMANENT EASEMENT

AREA OF TRACT

21,590 SQ FT ±

0.4956 ACRE ±



100 Lanter Court, Suite 1  
Collinsville, IL 62234  
618.345.2200  
www.oatesassociates.com

Collinsville St. Louis Belleville St. Charles  
ILLINOIS DESIGN FIRM LICENSE NO.: 184.001115

PERMANENT EASEMENT  
CITY OF TROY  
MADISON COUNTY, IL

PROJECT NO.:  
15062.003

DATE:  
02/22/2022

REVISION:

EXHIBIT:

**A**