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2022R11482
STATE OF ILLINOIS
MADISON COUNTY
03/04/2022 09:45 AM
DEBRA D. KING-MENDOZA
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
CY STAMP FEE:
FF FEE:
RMSFS FEE:
OF PAGES: 14

RETURN TO:

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

CITY OF TROY

50.00 CTY

RESOLUTION 2022 – 15

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PERMANENT
EASEMENT AGREEMENT WITH CITY ON THE HILL MNISTRIES
(WATER LINE INSTALLATION-RIGGIN ROAD PPI 10-1-16-32-00-000-008.001)**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 21ST DAY OF MARCH, 2022**

A

CITY OF TROY

RESOLUTION NO. 2022 – 15

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A PERMANENT EASEMENT AGREEMENT WITH CITY ON THE
HILL MINISTRIES**

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 City on the Hill Ministries for the purposes of constructing and maintaining a water main; and

WHEREAS, the City and City on the Hill Ministries 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 City on the Hill Ministries, 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:

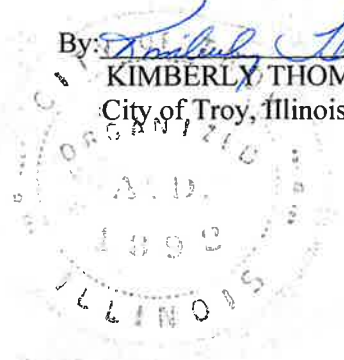
Dan Dawson	<u>AYE</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>8</u>
Tim Flint	<u>AYE</u>	Debbie Knoll	<u>AYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>AYE</u>	Absent:	<u>0</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>

APPROVED:

By: 
DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:

By: 
KIMBERLY THOMAS, Clerk
City of Troy, Illinois



PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (“Agreement”) is made this 21ST day of MARCH, 2022, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and City on The Hill Ministries (“Owner”).

RECITALS

A. Owner is the owner of certain real property in Madison County (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: City on the Hill

Parcel Number: 10-1-16-32-00-000-008.001

Part of the Southeast Quarter of the Southeast Quarter of Section 32, Township 4 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Commencing at the southwest corner of the said Quarter-Quarter; thence South 89 degrees 00 minute 10 seconds East on the south line of said Quarter-Quarter, 282.00 feet to the center of Klenke Road; thence North 00 degree 45 minutes 20 seconds West on the center of said road, 864.93 feet to the westerly extension of the north line of a tract of land described in the deed to City on the Hill, as recorded in the Madison

County Recorder's Office as Document 2015R42977; thence South 85 degrees 50 minutes 30 seconds East on said north line and its westerly extension, 963.09 feet to the Point of Beginning.

From said Point of Beginning; thence continuing South 85 degrees 50 minutes 30 seconds East on said north line, 10.66 feet to the westerly right of way line of Riggan Road; thence southerly on said westerly right of way line 118.17 feet, being a curve to the right, having a radius of 730.94 feet, the chord of said curve bears South 28 degrees 57 minutes 06 seconds West, 118.05 feet; thence South 33 degrees 35 minutes 00 second West continuing on said westerly right of way line, 89.24 feet; thence South 40 degrees 03 minutes 00 second West continuing on said westerly right of way line, 150.96 feet to the southerly line of said City on the Hill tract; thence North 49 degrees 57 minutes 00 second West on said southerly line, 10.00 feet; thence North 40 degrees 03 minutes 00 second East, 150.40 feet; thence North 33 degrees 35 minutes 00 second East, 88.68 feet; thence northerly 112.88 feet on a curve to the left, having a radius of 720.94 feet, the chord of said curve bears North 29 degrees 05 minutes 52 seconds East, 112.77 feet to the Point of Beginning.

Said parcel contains 3,552 square feet or 0.0815 acre, more or less.

NOW THEREFORE, for and in consideration of the Recitals, which are incorporated herein, for the sum of Four Thousand Five Hundred Dollars (\$4,500.00) 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 water main 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 except to construct a future driveway. In exchange for the granting of this Easement, the City agrees to provide and install one (1) water service tap up to one (1) inch in diameter from the water main to the water meter, located outside the easement for the current property owner or future property owner.

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: City on the Hill Ministries
2331 Pebble Creek Dr.
Alton, IL 62002

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.

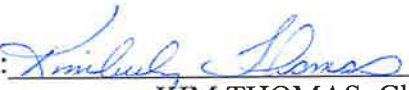
OWNER:

By: 
City On The Hill Ministries

CITY OF TROY, ILLINOIS, an Illinois municipal corporation:

By: 
DAVE NONN, Mayor
City of Troy, Illinois

ATTEST:

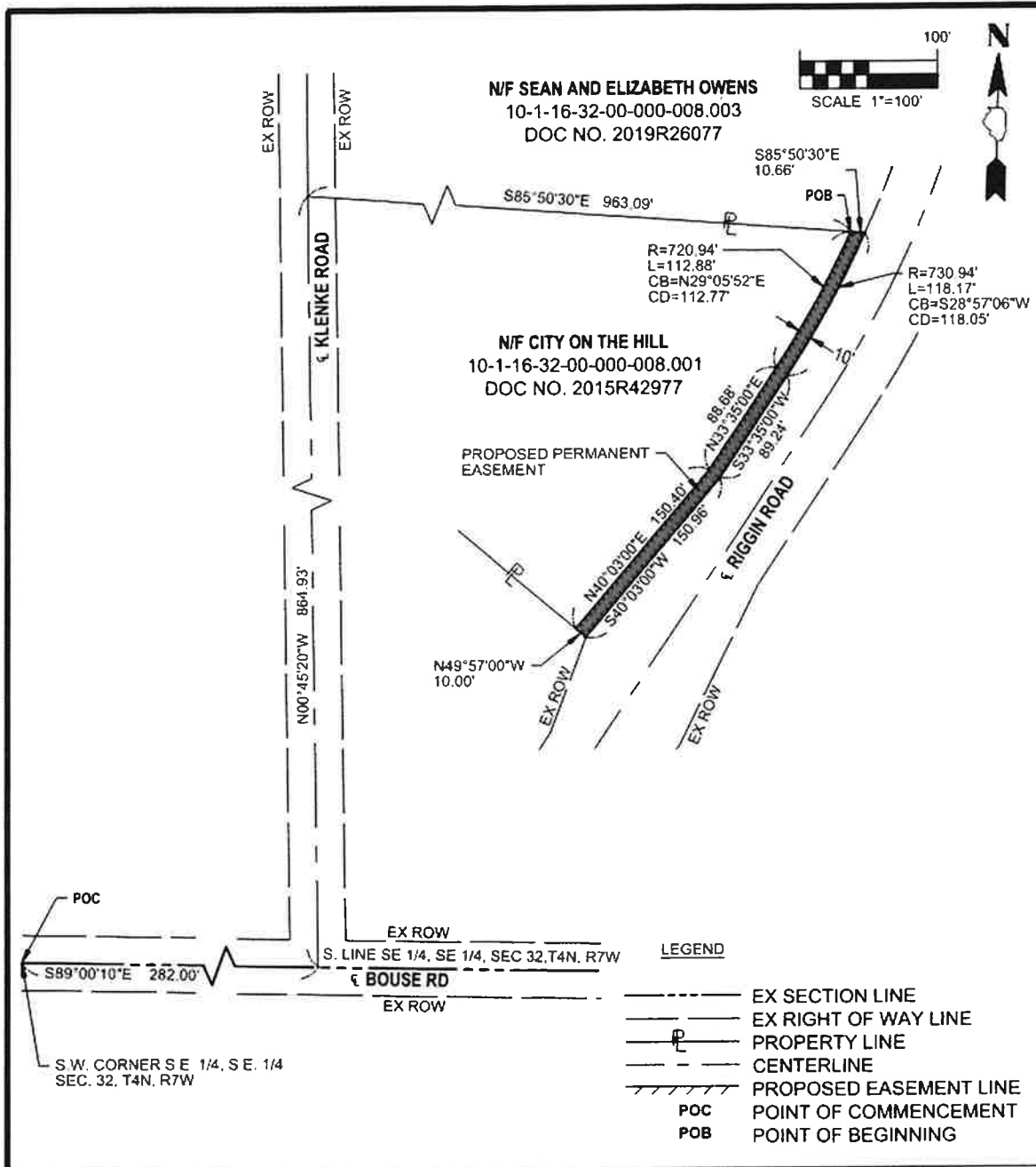
By: 
KIM THOMAS, Clerk
City of Troy, Illinois


(SEAL)

RETURN TO:

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





PROPOSED USE: PERMANENT EASEMENT	AREA OF TRACT	
	3,552 SQ FT ±	0.0815 ACRE ±
 OATES ASSOCIATES 100 Lantier Court, Suite 1 Collinsville, IL 62234 618.345.2200 www.oatesassociates.com <small>Equal Opportunity and Affirmative Action Employer</small>	PERMANENT EASEMENT RIGGINS ROAD WATER LINE INSTALLATION CITY OF TROY, IL	PROJECT NO: 15062.005
		DATE: 1/20/2022
		REVISION:
		A

H:\PI\15062\WO 5 - (26 - PROFESSIONAL SERVICES - WATER O&M (CITY ENGINEER)\RIGGINS ROAD WATERMAIN EXTENSION\SITE\DWG\15062 RIGGIN - ROW.DWG

END OF DOCUMENT
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