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2022R20065

STATE OF ILLINOIS

MADISON COUNTY

06/14/2022 10:47 AM

DEBRA D. MING-MENDOZA

CLERK & RECORDER

REC FEE: 50.00

CO STAMP FEE:

STAMP FEE:

FF FEE:

RHSPS FEE:

OF PAGES: 9

RETURN TO:

EW

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

50.00 CTY

CITY OF TROY

RESOLUTION 2022 - 16

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PERMANENT
EASEMENT AGREEMENT WITH SEAN AND ELIZABETH OWENS
(WATER LINE INSTALLATION-RIGGIN ROAD PPI 10-1-16-32-00-000-008.003)**

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

CITY OF TROY

RESOLUTION NO. 2022 - 16

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A PERMANENT EASEMENT AGREEMENT WITH
SEAN AND ELIZABETH OWENS

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 Sean and Elizabeth Owens for the purposes of constructing and maintaining a water main; and

WHEREAS, the City and Sean and Elizabeth Owens 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 Sean and Elizabeth Owens, 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

(SEAL)

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (“Agreement”) is made this ____ day of _____, 2022, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and Sean and Elizabeth Owens (“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: Sean and Elizabeth Owens
Parcel Number: 10-1-16-32-00-000-008.003

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 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 south line

of a tract of land described in the deed to Sean and Elizabeth Owens, as recorded in the Madison County Recorder's Office as Document 2019R26077; thence South 85 degrees 50 minutes 30 seconds East on said south line and its westerly extension, 963.09 feet to the Point of Beginning.

From said Point of Beginning; thence northerly 62.81 feet on a curve to the left, having a radius of 720.94 feet, the chord of said curve bears North 22 degrees 06 minutes 59 seconds East, 62.79 feet; thence South 70 degrees 37 minutes 54 seconds East, 10.00 feet to the westerly right of way line of Riggin Road; thence southerly on said westerly right of way line 60.00 feet, being a curve to the right, having a radius of 730.94 feet, the chord of said curve bears South 21 degrees 58 minutes 07 seconds East, 59.98 feet to the south line of said Owens tract; thence North 85 degrees 50 minutes 30 seconds West on said south line, 10.66 feet to the Point of Beginning.

Said parcel contains 614 square feet or 0.0141 acre, more or less.

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. In exchange for the granting of this Easement, the City agrees to provide and install one (1) water service tap

up to two (2) inches in diameter from the water main to the water meter, located outside 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 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: Sean and Elizabeth Owens
489 Chancellor Dr.
Edwardsville, IL 62025

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.

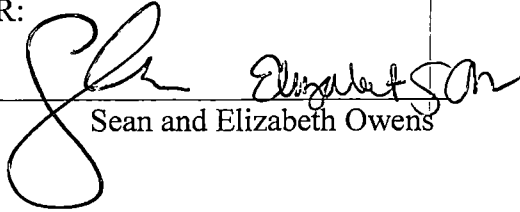
9. Severability. If any provision of this Agreement, or the application of any such provision to any person or circumstance, is held by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances 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.

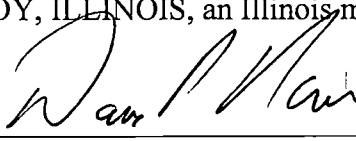
OWNER:

By:


Sean and Elizabeth Owens


CITY OF TROY, ILLINOIS, an Illinois municipal corporation:

By:


DAVE NONN, Mayor
City of Troy, Illinois

ATTEST:

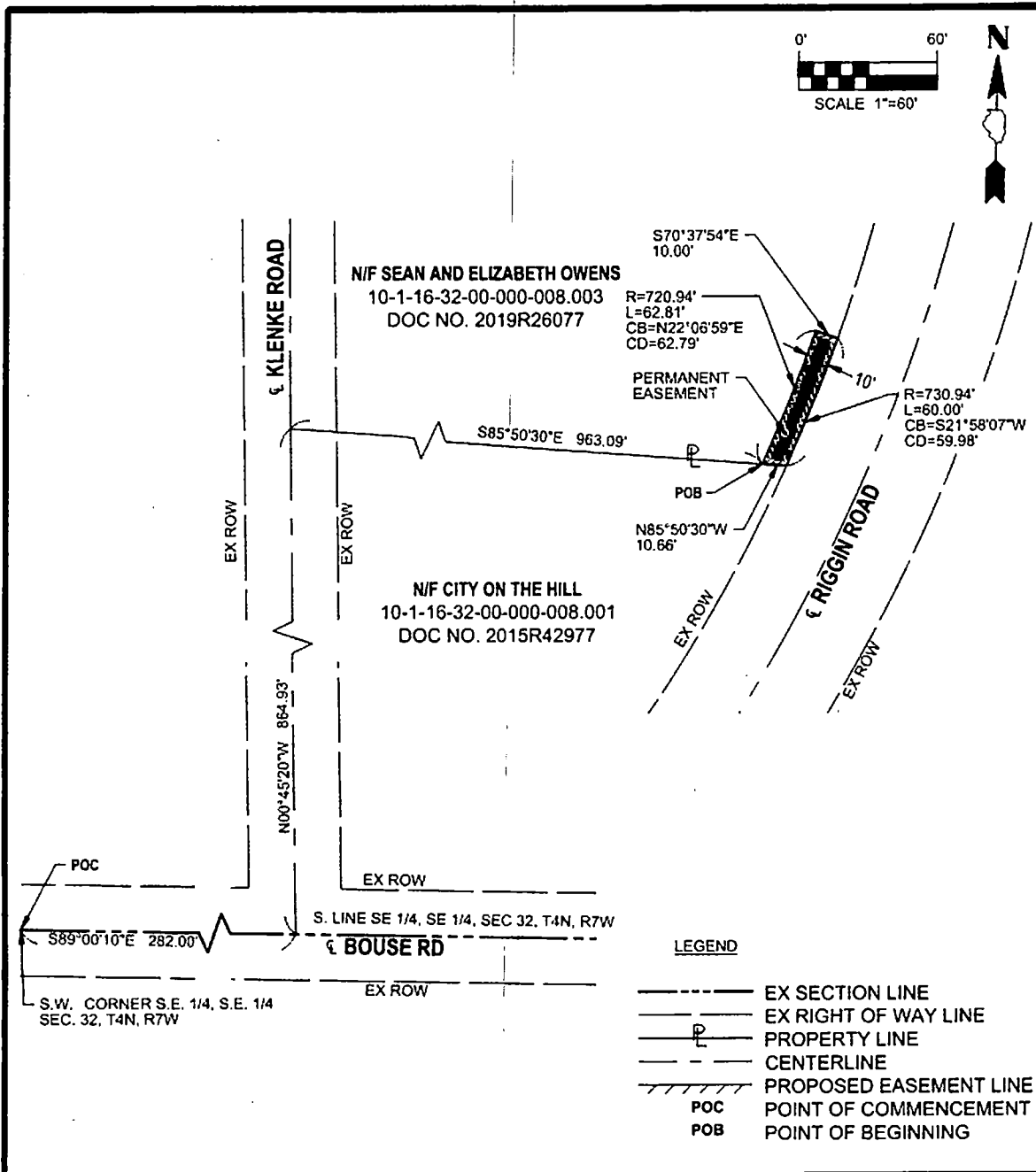
By:



KIM THOMAS, Clerk
City of Troy, Illinois

(SEAL)

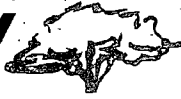
RETURN TO:

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



PROPOSED USE: PERMANENT EASEMENT	AREA OF TRACT		PROJECT NO.: 15062.005	EXHIBIT: A
	614 SQ FT ±	0.0141 ACRE ±		
 OATES ASSOCIATES 100 Lenter Court, Suite 1 Collinsville, IL 62234 618.345.2200 www.oatesassociates.com <small>Collinsville IL, Litchfield IL, Springfield IL, Chester IL</small> <small>TRAFFIC ENGINEERING & SURVEYING</small>	PERMANENT EASEMENT RIGGIN ROAD WATER LINE INSTALLATION CITY OF TROY, IL		REVISION:	

H:\PI15062\WO 5 - (26 - PROFESSIONAL SERVICES - WATER O&M (CITY ENGINEER)\RIGGIN ROAD WATERMAIN EXTENSION SITE\DWG\15062 RIGGIN - ROW.DWG



EST. 1857

Everything Within Reach

05/06/2022

Sean and Elizabeth Owens
489 Chancellor Dr.
Edwardsville, IL 62025

RE: Tree Warranty

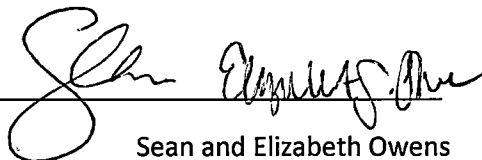
Mr. & Mrs. Owens,

During discussion of a permanent easement for the construction of the Riggan Rd Water main extension, and possible damage to an Oak tree adjacent to the proposed easement, the City of Troy agrees to the following;

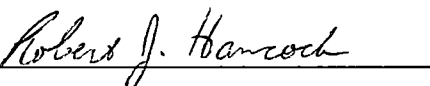
1. The City of Troy shall provide a warranty of three (3) years should the tree die as a result of construction of the Riggan Rd Water main extension
2. The City of Troy will remove the dead tree and grind the stump
3. The City of Troy will provide a replacement tree of the same species between ten and fourteen feet tall and plant the tree on the same property at a location of your choice

This letter will be attached to the easement document. Please return a signed original of the letter and the easement document. Thank you.

OWNER:

By: 
Sean and Elizabeth Owens

CITY OF TROY, ILLINOIS, an Illinois municipal corporation:

By: 
Robert J. Hancock,
Director of Public Works

END OF DOCUMENT