



DocId:6893162

Tx:4606085

RETURN TO:

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

2023R30400
STATE OF ILLINOIS
MADISON COUNTY
11/13/2023 11:17 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 12

CITY OF TROY

RESOLUTION 2023 – 40

SD⁰⁰ CTM

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY
CONSTRUCTION EASEMENT AND A PERMANENT EASEMENT AGREEMENT
WITH ERIC AND KATHLEEN HARR**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS
THIS 2ND DAY OF OCTOBER, 2023**

DR

CITY OF TROY
RESOLUTION NO. 2023 – 40

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY
CONSTRUCTION EASEMENT AND A PERMANENT EASEMENT AGREEMENT
WITH ERIC AND KATHLEEN HARR**

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 Temporary Construction Easement and a Permanent Easement Agreement with Eric and Kathleen Harr for the purpose of constructing and maintaining a sewer main; and

WHEREAS, the City of Troy and Eric and Kathleen Harr have negotiated the terms and conditions of the Temporary Construction Easement and a Permanent Easement Agreement attached hereto and incorporated herein as Exhibit A and Exhibit B 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 Temporary Construction Easement and Permanent Easement Agreement with Eric and Kathleen Harr, 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 2nd day of October, 2023.

Aldermen:

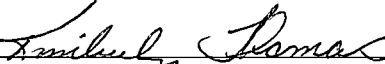
Dan Dawson	<u>ABSENT</u>	Sam Italiano	<u>AYE</u>	Ayes:	<u>7</u>
Tim Flint	<u>AYE</u>	Debbie Knoll	<u>AYE</u>	Nays:	<u>0</u>
Elizabeth Hellrung	<u>AYE</u>	Tony Manley	<u>AYE</u>	Absent:	<u>1</u>
Nathan Henderson	<u>AYE</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>

APPROVED:

By: 
DAVID NONN, Mayor
City of Troy, Illinois

(SEAL)

ATTEST:

By: 
KIMBERLY THOMAS, Clerk
City of Troy, Illinois

~~TEMPORARY~~ CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this 2ND day of OCTOBER, 2023, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and Eric and Kathleen Harr (“Owners”).

RECITALS

A. Owners are the owners of certain real property in the City, commonly known as 200 Collinsville Rd. (the “Property”).

B. Owners hereby grant the City a temporary construction easement to allow for sewer improvements to be performed by the City on the Property.

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

Temporary Construction Easement
Route: Wickliffe to Old Collinsville Road Sewer
County: Madison
Owners: Eric and Kathleen Harr
Parcel Number: 09-2-22-09-10-102-006

TCE #1

Part of 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 point 20.00 feet right of Station 14+53.18 on the Centerline of S.B.I. Route 11, as shown on the State of Illinois Division of Highways Right of Way Plans for S.B.I. Route 11, dated 1986; thence easterly 45.29 feet on the southerly right of way line of said S.B.I. Route 11 (also known as Collinsville Road), being a curve to the right having a radius of 616.62 feet, the chord of said curve bears North 71 degrees 20 minutes 08 seconds East, 45.28 feet to the Point of Beginning.

From said Point of Beginning; thence easterly 45.78 feet continuing on said southerly right of way line, being a curve to the right having a radius of 616.62 feet, the chord of said curve bears North 75 degrees 33 minutes 59 seconds East, 45.77 feet to the easterly line of a tract of land described in the deed to Eric and Kathleen Harr, as recorded in the Recorder's Office of Madison County, Illinois in Book 3303, Page 1663; thence South 01 degree 08 minutes 22 seconds West on said easterly line, 11.67 feet; thence North 80 degrees 41 minutes 04 seconds West, 18.68 feet; thence South 83 degrees 50 minutes 39 seconds West, 25.81 feet to the Point of Beginning.

Said parcel contains 206 square feet or 0.0047 acre, more or less.

TCE #2

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

Beginning at a point 20.00 feet right of Station 14+53.18 on the Centerline of S.B.I. Route 11, as shown on the State of Illinois Division of Highways Right of Way Plans for S.B.I. Route 11, dated 1986; thence 5.82 feet on the southerly right of way line of said S.B.I. Route 11 (also known as Collinsville Road), being a curve to the right having a radius of 616.62 feet, the chord of said curve bears North 69 degrees 30 minutes 06 seconds East, 5.81 feet; thence South 07 degrees 44 minutes 36 seconds West, 6.83 feet; thence North 83 degrees 50 minutes 39 seconds East, 63.98 feet; thence South 80 degrees 41 minutes 04 seconds East, 18.79 feet to the easterly line of a tract of land described in the deed to Eric and Kathleen Harr, as recorded in the Recorder's Office of Madison County, Illinois in Book 3303, Page 1663; thence South 01 degree 08 minutes 22 seconds West on said easterly line, 14.39 feet; thence South 75 degrees 40 minutes 49 seconds West, 21.50 feet; thence North 04 degrees 25 minutes 12 seconds East, 12.63 feet; thence North 85 degrees 28 minutes 17 seconds West, 39.82 feet; thence South 02 degrees 55 minutes 09 seconds West, 26.29 feet; thence South 57 degrees 08 minutes 36 seconds West, 73.38 feet; thence North 26 degrees 25 minutes 38 seconds West, 40.25 feet to said southerly right of way line; thence North 57 degrees 08 minutes 36 seconds East on said southerly right of way line, 64.34 feet to the Point of Beginning.

Said parcel contains 3,730 square feet or 0.0856 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 Owners, 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 Owners hereby grant to the City, its successors and assigns, an Easement to enter over, under and across the Property legally described herein, and specifically denoted on the attached Exhibit A, for purposes of constructing, reconstructing, improving, grading, inspecting, landscaping and other necessary work for sewer improvements. The Owners further grant to the City the right and privilege to move personnel and equipment over portions of the Property (but not over or through any buildings thereon) 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 Owners reasonable advance written notice prior to accessing the Property, 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 the work shall be replaced in kind by the City. Specifically, the City will seed, fertilize and mulch all disturbed law areas to restore them in kind. The City agrees to surrender possession of the Property upon the expiration of this Easement or any extension thereof. This Easement shall commence upon the date this Agreement was executed and shall expire on December 31, 2024.

2. Indemnification. The City shall indemnify and hold harmless the Owners and Owners' 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 of the Easement, except to the extent of the negligence or willful misconduct of the Owners.

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: Eric and Kathleen Harr
200 Collinsville Rd.
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.

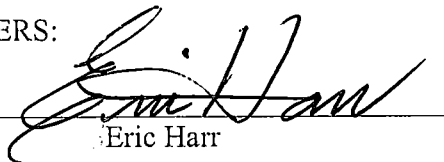
9. Severability. If any provision of this Agreement, or the application of any such provision to any person or circumstance, is held by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances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

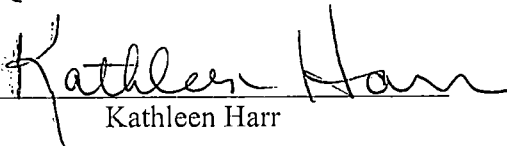
IN WITNESS WHEREOF, the parties have executed this Agreement as of date first written above.

OWNERS:

By:

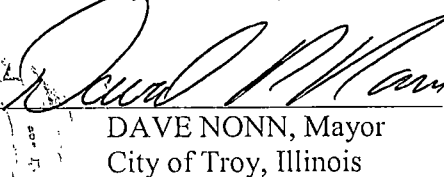

Eric Harr

By:

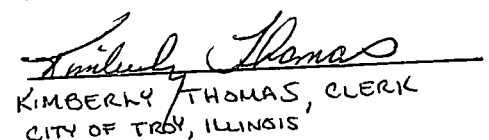

Kathleen Harr

CITY OF TROY, ILLINOIS, an Illinois municipal corporation:

By:


DAVE NONN, Mayor
City of Troy, Illinois

ATTEST:


KIMBERLY THOMAS, CLERK
CITY OF TROY, ILLINOIS

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (“Agreement”) is made this 2ND day of OCTOBER, 2023, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and Eric and Kathleen Harr (“Owners”).

RECITALS

A. Owners are the owners 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 Sewer Easement
Route: Wickliffe to Old Collinsville Road Sewer
County: Madison
Owner: Eric and Kathleen Harr
Parcel Number: 09-2-22-09-10-102-006

Part of 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 point 20.00 feet right of Station 14+53.18 on the Centerline of S.B.I. Route 11, as shown on the State of Illinois Division of Highways Right of Way Plans for S.B.I. Route 11, dated 1986; thence easterly 5.82 feet on the southerly right of way line of said S.B.I. Route 11 (also known as Collinsville Road), being a curve to the right having a radius of 616.62

feet, the chord of said curve bears North 69 degrees 30 minutes 06 seconds East, 5.82 feet to the Point of Beginning.

From said Point of Beginning; thence continuing easterly on said southerly right of way line, 39.47 feet, being a curve to the right having a radius of 616.62 feet, the chord of said curve bears North 71 degrees 36 minutes 21 seconds East, 39.47 feet; thence North 83 degrees 50 minutes 39 seconds East, 25.81 feet; thence South 80 degrees 41 minutes 04 seconds East, 18.68 feet to the east line of a tract of land described in the deed to Eric and Kathleen Harr, as recorded in the Recorder's Office of Madison County, Illinois in Book 3303, Page 1663; thence South 01 degree 08 minutes 22 seconds West on said easterly line, 15.15 feet; thence North 80 degrees 41 minutes 04 seconds West, 18.79 feet; thence South 83 degrees 50 minutes 39 seconds West, 63.98 feet; thence North 07 degrees 44 minutes 36 seconds East, 6.83 feet to the Point of Beginning.

Said parcel contains 1,084 square feet or 0.0249 acre, more or less.

NOW THEREFORE, for and in consideration of the Recitals, which are incorporated herein, for the sum of One Dollar (\$1.00) paid by the City to the Owners, 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 Owners hereby grant 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 Owners further grant 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 reconstruct and maintain a sewer main as set forth in detail on attached Exhibit A. The City shall provide the Owners 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 Owners shall be entitled to use the Easement for any purposes permitted under the City Code, however, the Owners 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 Owners and Owners' 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 Owners.

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: Eric and Kathleen Haar
200 Collinsville Rd.
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.

OWNERS:

By: *Eric Harr*
Eric Harr

By: *Kathleen Harr*
Kathleen Harr

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



END OF DOCUMENT