



DocId:8893163

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RETURN TO:

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

2023R30401
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: 14

CITY OF TROY

RESOLUTION 2023 – 43

5000 CTM

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY
CONSTRUCTION EASEMENT AND A PERMANENT EASEMENT AGREEMENT
WITH SHEILA MIKES,
AS LEGAL POWER OF ATTORNEY FOR ROBERT MATTHEWS**

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

DR

**CITY OF TROY
RESOLUTION NO. 2023 – 43**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY
CONSTRUCTION EASEMENT AND A PERMANENT EASEMENT AGREEMENT
WITH SHEILA MIKES,
AS LEGAL POWER OF ATTORNEY FOR ROBERT MATTHEWS**

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 Sheila Mikes, as Legal Power of Attorney for Robert Matthews; and

WHEREAS, the City of Troy and Sheila Mikes, as Legal Power of Attorney for Robert Matthews, 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 Sheila Mikes, as Legal Power of Attorney for Robert Matthews, 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.

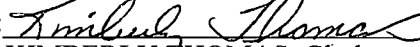
Aldermen:

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

ATTEST:

By: 
KIMBERLY THOMAS, Clerk
City of Troy, Illinois



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this 11th day of Jan, ~~2022~~ ²⁰²³, by and between the City of Troy, Illinois, an Illinois municipal corporation ("City"), and Sheila Mikes, as legal Power of Attorney for Robert Matthews ("Owner").

RECITALS

- A. Owner is the owner of certain real property in the City, commonly known as 112 Sarah St. (the "Property").
- B. Owner hereby grants 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
Owner: Robert Matthews
Parcel Number: 09-2-22-09-06-103-018

TCE #1

Part of Lot 7 in Block 1 of Cook's Second Addition to Troy, Madison County, Illinois, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 6, Page 21, described as follows:

Beginning at the northeast corner of said Lot 7; thence on an assumed bearing of South 03 degrees 50 minutes 19 seconds East on the east line of said Lot 7, a distance of 40.61 feet to the southeasterly line of said Lot 7; thence South 47 degrees 47 minutes 05 seconds West on said southeasterly line, 19.25 feet; thence North 07 degrees 44 minutes 36 seconds East, 53.93 feet to the north line of said Lot 7; thence North 89 degrees 48 minutes 19 seconds East on said north line, 4.27 feet to the Point of Beginning.

Said parcel contains 420 square feet or 0.0096 acre, more or less.

TCE #2

Part of Lot 7 in Block 1 of Cook's Second Addition to Troy, Madison County, Illinois, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois, in Plat Book 6, Page 21, described as follows:

Commencing at the northeast corner of said Lot 7; thence on an assumed bearing of South 89 degrees 48 minutes 19 seconds West on the north line of said Lot 7, a distance of 14.37 feet to the Point of Beginning.

From said Point of Beginning; thence South 07 degrees 44 minutes 36 seconds West, 64.43 feet to the southeasterly line of said Lot 7; thence South 47 degrees 47 minutes 05 seconds West on said southeasterly line, 31.09 feet; thence North 07 degrees 44 minutes 36 seconds East, 85.44 feet to the north line of said Lot 7; thence North 89 degrees 48 minutes 19 seconds East on said north line, 20.19 feet to the Point of Beginning.

Said parcel contains 1,499 square feet or 0.0344 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 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, 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 Owner further grants 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 Owner 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 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 of the Easement, 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: Robert Matthews
c/o Sheila Mikes, Power of Attorney
112 Sarah 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: Sheila Mikes
Sheila Mikes, Power of Attorney
for Robert Matthews

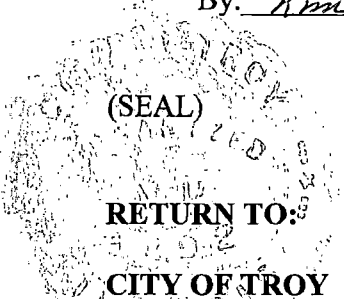
*10' agreement. s/m
for drawings*

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)

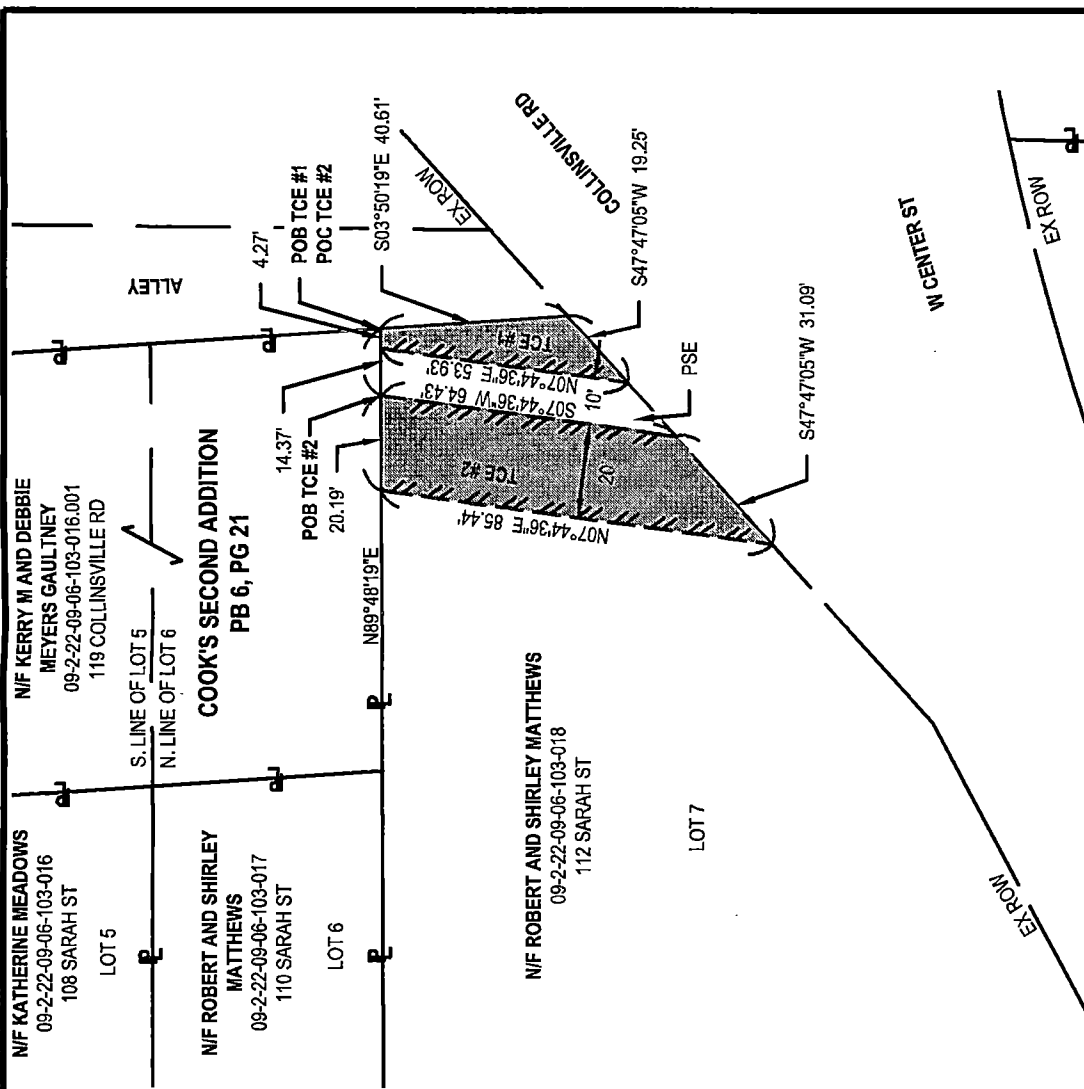
RETURN TO:


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



LEGEND

- EX RIGHT OF WAY LINE
- P — PROPERTY LINE
- /// PR PERMANENT SEWER EASEMENT
- - - PR TEMPORARY CONSTRUCTION EASEMENT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING



PROPOSED USE: TEMP. CONSTRUCTION EASEMENT	AREA OF TRACT		EXHIBIT: A
	1,919 SQ FT ±	0.0441 ACRE ±	
 OATES ASSOCIATES 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	TEMPORARY CONSTRUCTION EASEMENT EXHIBIT	PROJECT NO.: 15062.006	
	112 SARAH ST CITY OF TROY, IL	DATE: 01/09/2023	REVISION: NO. 1

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (“Agreement”) is made this 11 day of Jan, 2023, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and Sheila Mikes, as legal Power of Attorney for Robert Matthews (“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 Sewer Easement
Route: Wickliffe to Old Collinsville Road Sewer
County: Madison
Owner: Robert Matthews
Parcel Number: 09-2-22-09-06-103-018

Part of Lot 7 in Block 1 of Cook’s Second Addition to Troy, Madison County, Illinois, according to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois, in Plat Book 6, Page 21, described as follows:

Commencing at the northeast corner of said Lot 7; thence on an assumed bearing of South 89 degrees 48 minutes 19 seconds West on the north line of said Lot 7, a distance of 4.27 feet to the Point of Beginning.

From said Point of Beginning; thence South 07 degrees 44 minutes 36 seconds West, 53.93 feet to the south line of said Lot 7; thence South 47 degrees 47 minutes 05 seconds West on said south line, 15.54 feet; thence North 07 degrees 44 minutes 36 seconds East, 64.43 feet to the north line of said Lot 7; thence North 89 degrees 48 minutes 19 seconds East on said north line, 10.10 feet to the Point of Beginning.

Said parcel contains 592 square feet or 0.0136 acre, more or less.

Said parcel contains 927 square feet or 0.0213 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 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 reconstruct and maintain a sewer 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.

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: Robert Matthews
 c/o Sheila Mikes, Power of Attorney
 112 Sarah 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.

101
easement
per drawing
slm

OWNER:

By: Sheila Mikes
Sheila Mikes, Power of Attorney
for Robert Matthews

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)

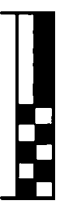
RETURN TO:

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





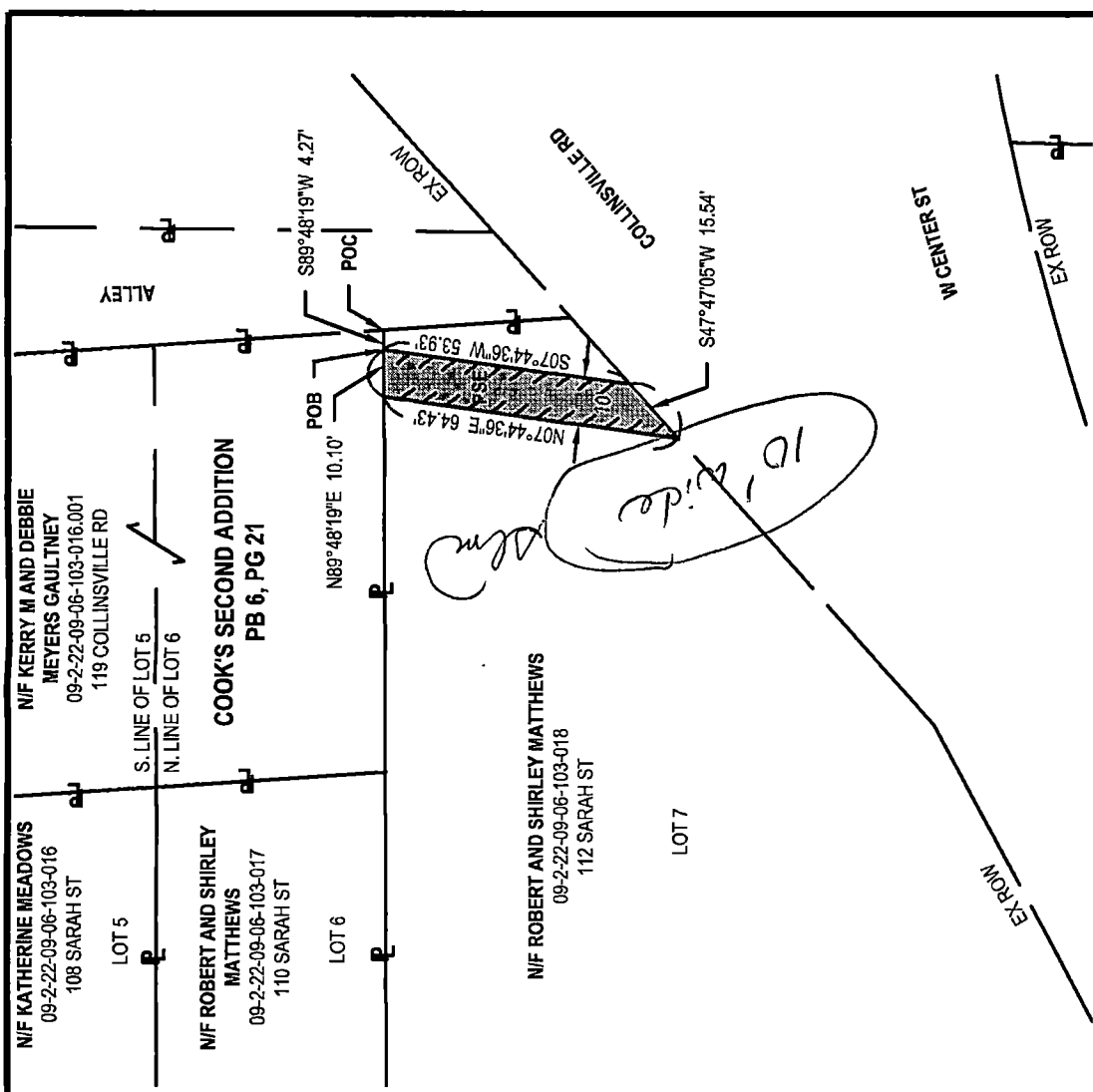
0' 40'



SCALE 1"=40'

LEGEND

- EX RIGHT OF WAY LINE
- PROPERTY LINE
- PR PERMANENT SEWER EASEMENT
- PR TEMPORARY CONSTRUCTION EASEMENT
- POINT OF COMMENCEMENT
- POINT OF BEGINNING



PROPOSED USE: PERMANENT SEWER EASEMENT	AREA OF TRACT 592 SQ FT ±		PROJECT NO.: 15062.006 DATE: 01/09/2023 REVISION: NO. 1	EXHIBIT: <div style="font-size: 2em; text-align: center;">A</div>
	PERMANENT SEWER EASEMENT 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			

END OF DOCUMENT