



DocId:8951338

Tx:4640653

**RETURN TO:**

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

2024R33868  
STATE OF ILLINOIS  
MADISON COUNTY  
12/06/2024 01:40 PM  
LINDA A. ANDREAS  
CLERK & RECORDER  
REC FEE: 50.00  
CO STAMP FEE:  
ST STAMP FEE:  
FF FEE:  
RHSPS FEE:  
# OF PAGES: 10

**CITY OF TROY  
RESOLUTION 2024 – 42**

50

---

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A PERMANENT EASEMENT AGREEMENT WITH TRIAD CUSD #2**

---

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF TROY, ILLINOIS  
THIS 4TH DAY OF NOVEMBER, 2024**

---

DR

**CITY OF TROY**  
**RESOLUTION 2024 – 42**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A PERMANENT EASEMENT AGREEMENT WITH TRIAD CUSD #2**

**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 TRIAD CUSD #2 for the purpose of constructing and maintaining a water main extension and future construction and maintenance of a multi-use pedestrian path.

**WHEREAS**, the City of Troy and TRIAD CUSD #2 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 TRIAD CUSD #2, 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 4th day of November, 2024.

Aldermen:

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

APPROVED:



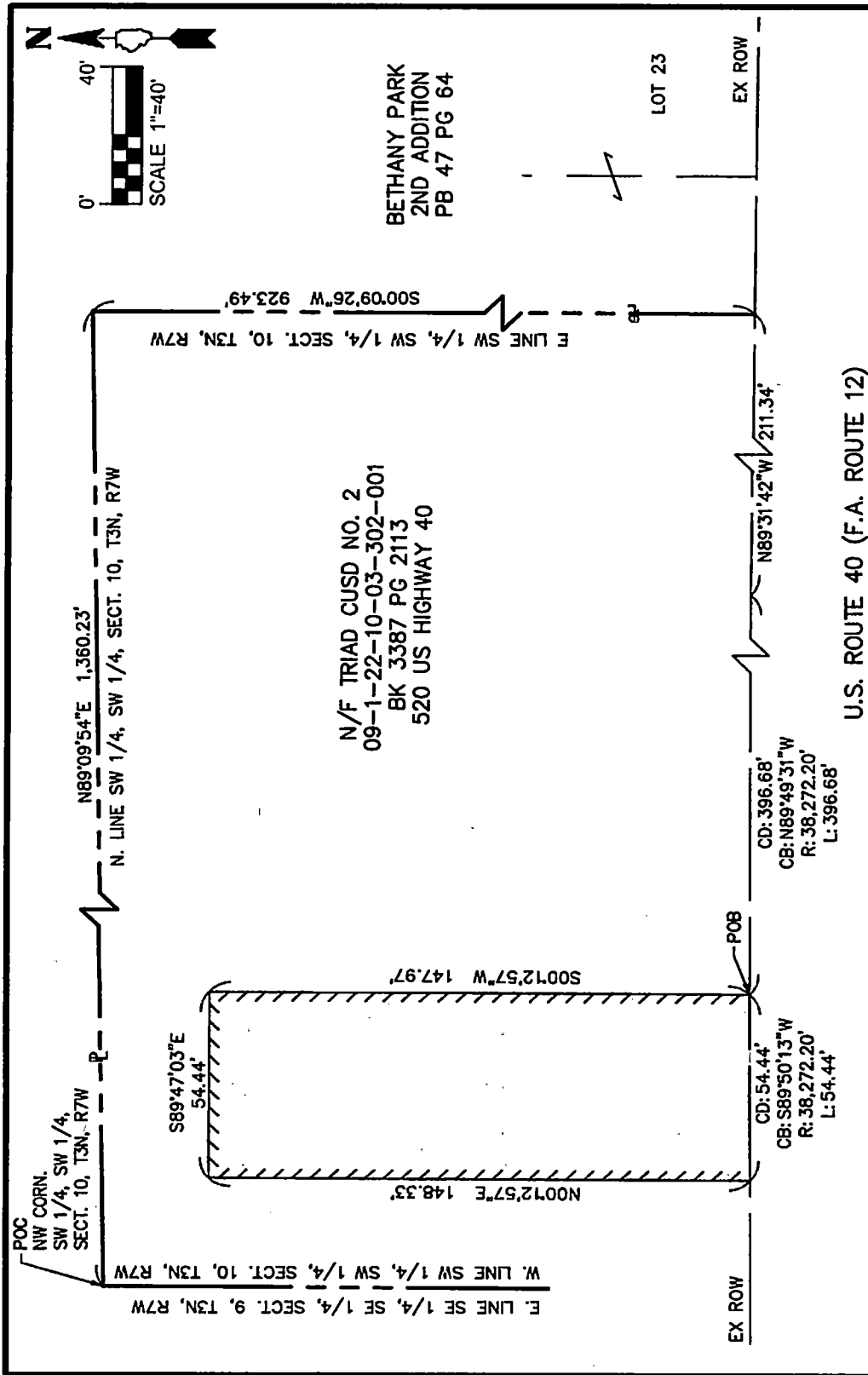
DAVID NONN, Mayor  
City of Troy, Illinois

ATTEST:



KIMBERLY THOMAS, Clerk  
City of Troy, Illinois





---

**PERMANENT EASEMENT AGREEMENT FOR UTILITIES AND PEDESTRIAN  
IMPROVEMENTS**

This Permanent Easement Agreement (“Agreement”) is made this 24<sup>th</sup> day of OCTOBER, 2024, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and Triad CUSD #2 (“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 for both utilities and pedestrian improvements over the Property (the “Easement”) as follows:

Permanent Easement  
Madison County  
Owner: Triad CUSD #2  
Parcel: 09-1-22-10-03-302-001

Part of the Southwest 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:

Commencing at the northwest corner of said Quarter-Quarter Section; thence on an assumed bearing of North 89 degrees 09 minutes 54 seconds East on the north line of said Quarter-Quarter

Section, 1,360.23 feet to the northeast corner of said Quarter-Quarter Section; thence South 00 degree 09 minutes 26 seconds West on the east line of said Quarter-Quarter Section, 923.49 feet to the northerly right of way line of U.S. Route 40; thence North 89 degrees 31 minutes 42 seconds West on said northerly right of way line, 211.34 feet; thence westerly 396.68 feet continuing on said northerly right of way line, being a curve to the left having a radius of 38,272.20 feet, the chord of said curve bears North 89 degrees 49 minutes 31 seconds West, 396.68 feet to the Point of Beginning.

From said Point of Beginning; thence 54.44 feet continuing on said northerly right of way line, being a curve to the left having a radius of 38,272.20 feet, the chord of said curve bears South 89 degrees 50 minutes 13 seconds West, 54.44 feet; thence North 00 degree 12 minutes 57 seconds East, 148.33 feet; thence South 89 degrees 47 minutes 03 seconds East, 54.44 feet; thence South 00 degree 12 minutes 57 seconds West, 147.97 feet to the Point of Beginning.

Said parcel contains 8,064 square feet or 0.185 acre, more or less.

NOW THEREFORE, for and in consideration of the Recitals, which are incorporated herein, for the sum of Ten Dollars (\$10.00) 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. 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: Triad CUSD #2  
203 E. Throp 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.

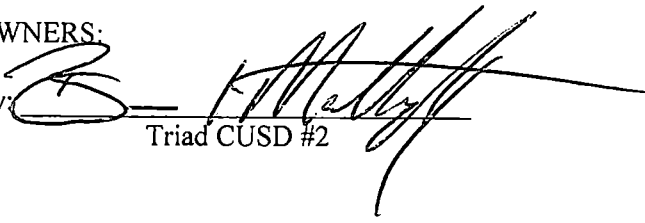
9. Severability. If any provision of this Agreement, or the application of any such provision to any person or circumstance, is held by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances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

OWNERS:

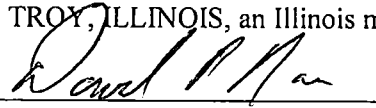
By:

  
Triad CUSD #2

&


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

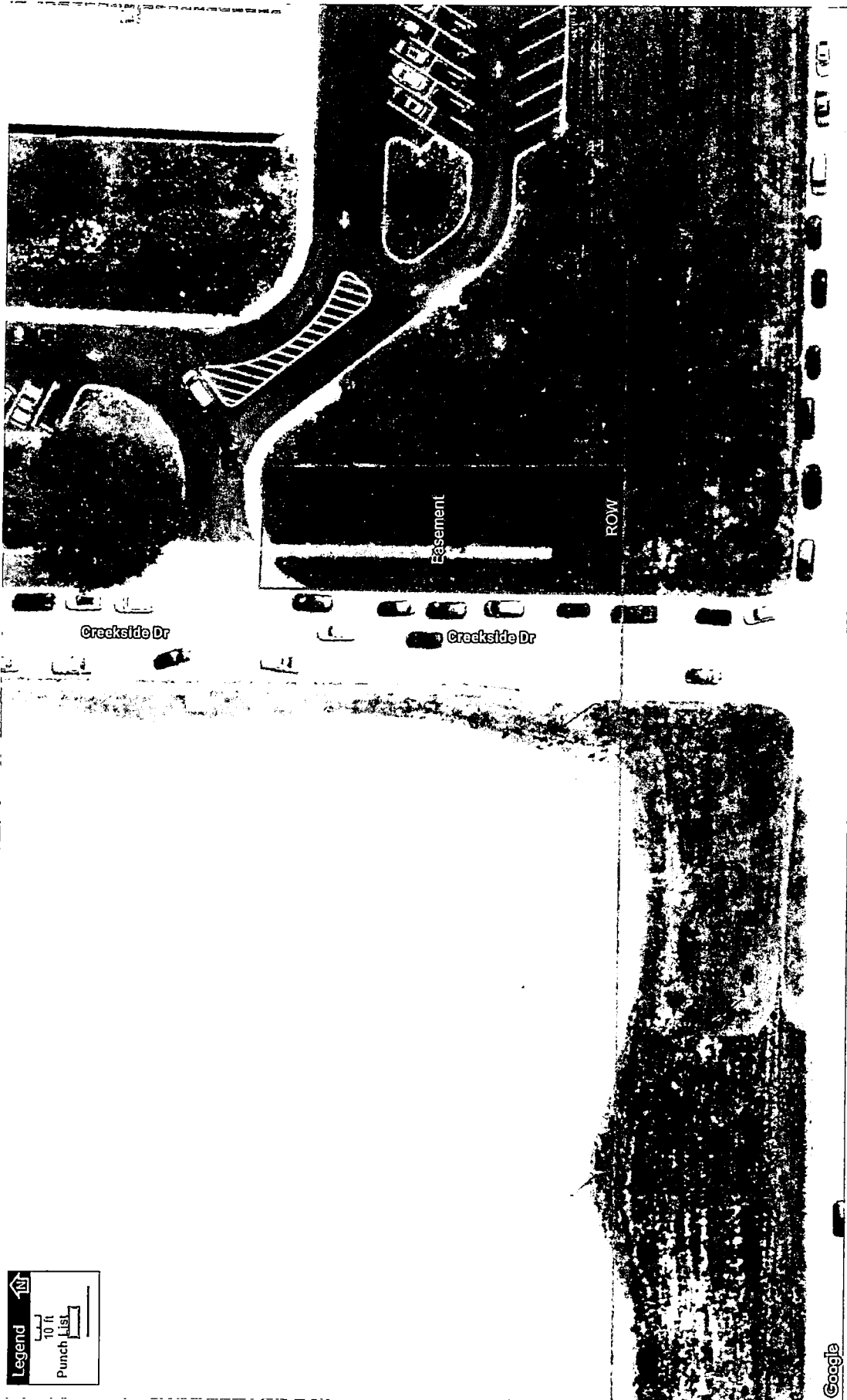
(SEAL)

RETURN TO:

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



Easement Location



10/22/24, 3:20 PM

Legend

10 ft

Punch List

END OF DOCUMENT

DOC 2024 10 22 8 10