



DocId:8967568

Tx:4651917

RETURN TO:

Troy City Clerk
116 E. Market Street
Troy IL 62294

2025R09991
STATE OF ILLINOIS
MADISON COUNTY
04/15/2025 11:07 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 50.00
CO STAMP FEE:
ST STAMP FEE:
FF FEE:
RHSPS FEE:
OF PAGES: 33

CITY OF TROY

RESOLUTION 2025-12

\$ 50 CTY

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
TWO (2) PERMANENT AND FOUR (4) TEMPORARY CONSTRUCTION
EASEMENTS WITH TRIAD CUSD NO. 2 TO ALLOW FOR THE
CONSTRUCTION OF THE SILVER CREEK SHARED-USE PATH FROM S.
MAIN STREET TO CA HENNING SCHOOL**

**ADOPTED BY THE CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 7TH DAY OF APRIL 2025**

RESOLUTION NO. 2025 - 12

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE TWO (2) PERMANENT AND FOUR (4) TEMPORARY CONSTRUCTION EASEMENTS WITH TRIAD CUSD NO. 2 TO ALLOW FOR THE CONSTRUCTION OF THE SILVER CREEK SHARED-USE PATH FROM S. MAIN STREET TO CA HENNING SCHOOL

WHEREAS, the City Council for the City of Troy, Illinois, has determined that it is in the best interests of the City to enter into/execute two (2) Permanent and four (4) Temporary Construction Easements with Triad CUSD No. 2 to allow for the construction of the Silver Creek shared-use path from S. Main Street to CA Henning School; and

WHEREAS, the City believes that same is 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 two (2) Permanent and four (4) Temporary Construction Easements with Triad CUSD No. 2 (Exhibit A, B, C, D, E & F), 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 7th day of April, 2025.

Aldermen:

Dan Dawson [check]
Tim Flint [check]
Elizabeth Hellrung [check]
Nathan Henderson [check]

Sam Italiano [check]
Debbie Knoll [check]
Tony Manley [check]
Troy Turner [check]

Ayes: 8
Nays: 0
Absent: 0
Abstain: 0



APPROVED

[Signature of David Nonn]
DAVID NONN, Mayor
City of Troy, Illinois

ATTEST

[Signature of Kimberly Thomas]
KIMBERLY THOMAS, Clerk
City of Troy, Illinois

Exhibits A, B, C, D, E & F
Permanent and Temporary Construction Easements

PE #1

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (“Agreement”) is made this 7TH day of APRIL, 2025, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and Triad CUSD No. 2 (“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
Madison County
Owner: Triad CUSD No. 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 South 00 degree 16 minutes 18 seconds West on the west line of said Quarter-Quarter Section, 909.48 feet to the northerly right of way line of U.S. Route 40; thence North 88 degrees 58 minutes 12 seconds East on said northerly right of way line, 147.48 feet; thence easterly 98.50 feet continuing on said northerly right of way line, being a curve to the right having a radius of

38,272.20 feet, the chord of said curve bears North 89 degrees 02 minutes 37 seconds East, 98.50 feet to the Point of Beginning.

From said Point of Beginning; thence North 00 degree 52 minutes 57 seconds West, 15.00 feet; thence easterly 30.00 feet on a non-tangential curve to the right having a radius of 38,287.20 feet, the chord of said curve bears North 89 degrees 08 minutes 23 seconds East, 30.00 feet; thence South 00 degree 52 minutes 57 seconds East, 15.00 feet to said northerly right of way line; thence westerly 30.00 feet on said northerly right of way line, being a non-tangential curve to the left having a radius of 38,272.20 feet, the chord of said curve bears South 89 degrees 08 minutes 23 seconds West, 30.00 feet to the Point of Beginning.

Said parcel contains 450 square feet or 0.010 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 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. 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: Triad CUSD No. 2
 Attn: Superintendent
 203 E. Throp Street
 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.

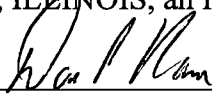
10. Entire Agreement. This writing constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. It supersedes all prior oral and written understandings, agreements, representations and negotiations.

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

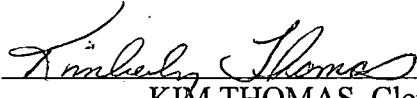
OWNER:

By: Jason Henderson
Jason Henderson, Superintendent
Triad CUSD No. 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**



PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (“Agreement”) is made this 7TH day of APRIL, 2025, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and Triad CUSD No. 2 (“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
Madison County
Owner: Triad CUSD No. 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 South 00 degree 16 minutes 18 seconds West on the west line of said Quarter-Quarter Section, 909.48 feet to the northerly right of way line of U.S. Route 40; thence North 88 degrees 58 minutes 12 seconds East on said northerly right of way line, 147.48 feet; thence easterly 313.30 feet continuing on said northerly right of way line, being a curve to the right having a

radius of 38,272.20 feet, the chord of said curve bears North 89 degrees 12 minutes 16 seconds East, 313.30 feet to the Point of Beginning.

From said Point of Beginning; thence North 00 degree 33 minutes 40 seconds West, 15.00 feet; thence easterly 30.00 feet on a non-tangential curve to the right having a radius of 38,287.22 feet, the chord of said curve bears North 89 degrees 27 minutes 41 seconds East, 30.00 feet; thence South 00 degree 33 minutes 40 seconds East, 15.00 feet to said northerly right of way line; thence westerly 30.00 feet on said northerly right of way line, being a non-tangential curve to the left having a radius of 38,272.20 feet, the chord of said curve bears South 89 degrees 27 minutes 41 seconds West, 30.00 feet to the Point of Beginning.

Said parcel contains 450 square feet or 0.010 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 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. 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: Triad CUSD No. 2
 Attn: Superintendent
 203 E. Throp Street
 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: Jason Henderson
Jason Henderson, Superintendent
Triad CUSD No. 2

CITY OF TROY, ILLINOIS, an Illinois municipal corporation:

By: *Dave Nonn*
DAVE NONN, Mayor
City of Troy, Illinois

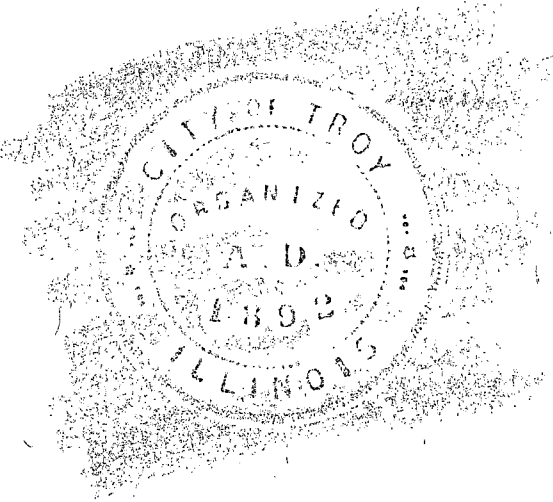
ATTEST:

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**



TEMP # 1

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this 7TH day of APRIL, 2025, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and Triad CUSD No. 2 (“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 temporary construction easement over the Property (the “Easement”) as follows:

Temporary Construction Easement
Madison County
Owner: Triad CUSD No. 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 South 00 degree 16 minutes 18 seconds West on the west line of said Quarter-Quarter Section, 894.47 feet to the Point of Beginning.

From said Point of Beginning; thence North 88 degrees 58 minutes 12 seconds East, 147.13 feet;

thence easterly 98.53 feet on a curve to the right having a radius of 38,287.20 feet, the chord of said curve bears North 89 degrees 02 minutes 37 second East, 98.53 feet; thence South 00 degree 52 minute 57 second east, 15.00 feet to the northerly right of way line of U.S. Route 40; thence westerly 98.50 feet on said northerly right of way line, being a non-tangential curve to the left having a radius of 38,272.20 feet, the chord of said curve bears South 89 degrees 02 minutes 37 seconds West, 98.50 feet; thence South 88 degrees 58 minutes 12 seconds West continuing on said northerly right of way line, 147.48 feet to the west line of said Quarter-Quarter Section; thence North 00 degree 16 minutes 18 seconds East on said west line, 15.00 feet to the Point of Beginning.

Said parcel contains 3,687 square feet or 0.085 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 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 related work for 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, 2026.

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.

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 Attn: Superintendent
 203 E. Throp Street
 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.

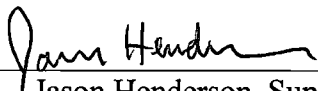
8. Non-Waiver. No waiver by either party of any default in performance on the part of the other party, or of any breach or series of breaches, or any of term, covenant or condition of this Agreement will constitute a waiver of any subsequent breach or a waiver of any term, covenant or condition.

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: 
Jason Henderson, Superintendent
Triad CUSD No. 2

CITY OF TROY, ILLINOIS, an Illinois municipal corporation:

By: 
DAVE NONN, Mayor
City of Troy, Illinois

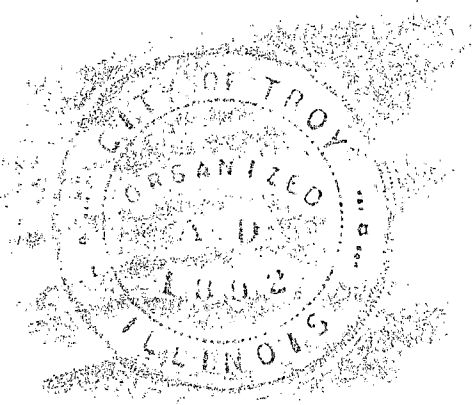
ATTEST:

By: 
KIM THOMAS, Clerk
City of Troy, Illinois

(SEAL)

RETURN TO:

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



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this 7TH day of APRIL, 2025, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and Triad CUSD No. 2 (“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 temporary construction easement over the Property (the “Easement”) as follows:

Temporary Construction Easement
Madison County
Owner: Triad CUSD No. 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 South 00 degree 16 minutes 18 seconds West on the west line of said Quarter-Quarter Section, 909.48 feet to the northerly right of way line of U.S. Route 40; thence North 88 degrees 58 minutes 12 seconds East on said northerly right of way line, 147.48 feet; thence easterly 128.50 feet continuing on said northerly right of way line, being a curve to the right having a

radius of 38,272.20 feet, the chord of said curve bears North 89 degrees 03 minutes 58 seconds East, 128.50 feet to the Point of Beginning.

From said Point of Beginning; thence North 00 degree 52 minutes 57 seconds West, 15.00 feet; thence easterly 184.89 feet on a non-tangential curve to the right having a radius of 38,287.20 feet, the chord of said curve bears North 89 degrees 18 minutes 02 seconds East, 184.89 feet; thence South 00 degree 33 minutes 40 seconds East, 15.00 feet to said northerly right of way line; thence westerly 184.80 feet on said northerly right of way line, being a non-tangential curve to the left having a radius of 38,272.20 feet, the chord of said curve bears South 89 degrees 18 minutes 02 seconds West, 184.80 feet to the Point of Beginning.

Said parcel contains 2,773 square feet or 0.064 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 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 related work for 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, 2026.

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: Triad CUSD No. 2
 Attn: Superintendent
 203 E. Throp Street
 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: *Jason Henderson*
Jason Henderson, Superintendent
Triad CUSD No. 2

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**



TEMP #3

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this 7TH day of APRIL, 2025, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and Triad CUSD No. 2 (“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 temporary construction easement over the Property (the “Easement”) as follows:

Temporary Construction Easement
Madison County
Owner: Triad CUSD No. 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 South 00 degree 16 minutes 18 seconds West on the west line of said Quarter-Quarter Section, 909.48 feet to the northerly right of way line of U.S. Route 40; thence North 88 degrees 58 minutes 12 seconds East on said northerly right of way line, 147.48 feet; thence easterly 343.30 feet continuing on said northerly right of way line, being a curve to the right having a

radius of 38,272.20 feet, the chord of said curve bears North 89 degrees 13 minutes 37 seconds East, 343.30 feet to the Point of Beginning.

From said Point of Beginning; thence North 00 degree 33 minutes 40 seconds West, 15.00 feet; thence easterly 208.92 feet on a non-tangential curve to the right having a radius of 38,287.20 feet, the chord of said curve bears North 89 degrees 38 minutes 25 seconds East, 208.92 feet; thence South 00 degree 12 minutes 57 seconds West, 15.00 feet to said northerly right of way line; thence westerly 208.71 feet on said northerly right of way line, being a non-tangential curve to the left having a radius of 38,272.20 feet, the chord of said curve bears South 89 degrees 38 minutes 24 seconds West, 208.71 feet to the Point of Beginning.

Said parcel contains 3,132 square feet or 0.072 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 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 related work for 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, 2026.

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: Triad CUSD No. 2
 Attn: Superintendent
 203 E. Throp Street
 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: Jason Henderson
Jason Henderson, Superintendent
Triad CUSD No. 2

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**



TEMP #4

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this 7TH day of APRIL, 2025, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and Triad CUSD No. 2 (“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 temporary construction easement over the Property (the “Easement”) as follows:

Temporary Construction Easement
Madison County
Owner: Triad CUSD No. 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, 908.49 feet to the Point of Beginning.

From said Point of Beginning; thence continuing South 00 degree 09 minutes 26 seconds West on said east line, 15.00 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; thence North 00 degree 12 minutes 57 seconds East, 15.00 feet; thence easterly 396.74 feet on a non-tangential curve to the right having a radius of 38,287.20 feet, the chord of said curve bears South 89 degrees 49 minutes 31 seconds East, 396.74 feet; thence South 89 degrees 31 minutes 42 seconds East, 211.25 feet to the Point of Beginning.

Said parcel contains 9,120 square feet or 0.209 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 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 related work for 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, 2026.

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.

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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: Jason Henderson
Jason Henderson, Superintendent
Triad CUSD No. 2

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