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2024R23789

STATE OF ILLINOIS

MADISON COUNTY

08/28/2024 10:24 AM

LINDA A. ANDREAS

CLERK & RECORDER

REC FEE: 50.00

CO STAMP FEE:

ST STAMP FEE:

FF FEE:

RHSPS FEE:

OF PAGES: 14

RETURN TO:

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

CITY OF TROY

RESOLUTION 2024 – 26

50 CTY

**A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE A TEMPORARY CONSTRUCTION EASEMENT
AND PERMANENT EASEMENT AGREEMENT WITH
CHRISTOPHER J. AND ELIZABETH M. JACOBS**

*Adopted by the City Council of the City of Troy, Illinois,
This 5th Day of August, 2024*

DR

CITY OF TROY

RESOLUTION NO. 2024 – 26

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT EASEMENT AGREEMENT WITH CHRISTOPHER J. AND EZLIABETH M. JACOBS

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 Christopher J. and Elizabeth M. Jacobs for the purpose of constructing and maintaining a storm sewer outlet extension.

WHEREAS, the City of Troy and Christopher J. and Elizabeth M. Jacobs 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 Christopher J. and Elizabeth M. Jacobs, 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 5th day of August, 2024.

Aldermen:

Dan Dawson	<u>AYE</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>ABSENT</u>	Troy Turner	<u>AYE</u>	Abstain:	<u>0</u>



APPROVED:

By: David Nonn
 DAVID NONN, Mayor
 City of Troy, Illinois

ATTEST:

By: Kimberly Thomas
 KIMBERLY THOMAS, Clerk
 City of Troy, Illinois

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (“Agreement”) is made this 3/5 day of July, 2024, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and Christopher J. Jacobs and Elizabeth M. Jacobs (“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 Easement
Route: Harbor Mill Drive Storm Outlet Extension
County: Madison
Owner: Christopher J. Jacobs & Elizabeth M. Jacobs
Parcel Number: 09-2-22-04-05-102-005

Part of Lot 62 of the First Addition to the Northwoods at Park Forest, reference being had to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois in Plat Cabinet 62 on Page 127, Madison County, Illinois, described as follows:

Commencing at the northeast corner of said Lot 62; thence on an assumed bearing of South 30 degrees 54 minutes 40 seconds East on the easterly line of said Lot 62, a distance of 154.12 feet; thence South 08 degrees 37 minutes 46 seconds West, 11.78 feet to the westerly line of a 15 feet

wide utility easement as shown on said First Addition to the Northwoods at Park Forest, said point being the Point of Beginning.

From said Point of Beginning; thence South 30 degrees 54 minutes 40 seconds East on said utility easement line, 23.56 feet; thence South 08 degrees 37 minutes 46 seconds West, 30.37 feet; thence North 81 degrees 22 minutes 14 seconds West, 15.00 feet; thence North 08 degrees 37 minutes 46 seconds East, 48.54 feet to the Point of Beginning.

Said parcel contains 592 square feet or 0.014 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: Christopher J. Jacobs and Elizabeth M. Jacobs
260 Harbor Mill Dr.
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.

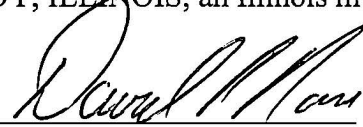
OWNERS:

By: 
Christopher J. Jacobs

By: 
Elizabeth M. Jacobs

CITY OF TROY, ILLINOIS, an Illinois municipal corporation:

By: _____



DAVE NONN, Mayor
City of Troy, Illinois

ATTEST:

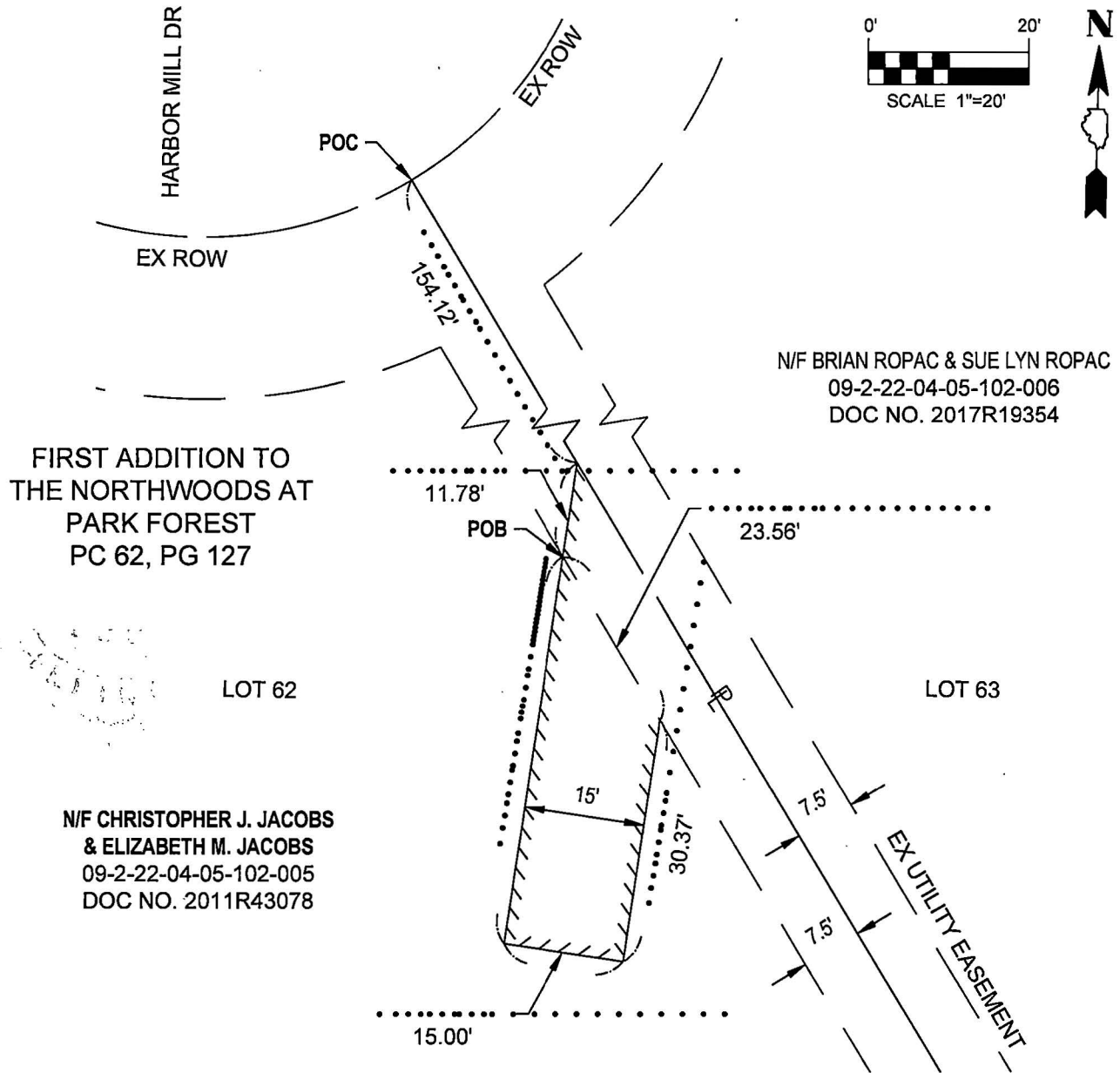
By: _____



KIM THOMAS, Clerk
City of Troy, Illinois



(SEAL)
CITY OF TROY
RETURN TO
A. D.
CITY OF TROY
ATTN: CITY ADMINISTRATOR
116 EAST MARKET STREET
TROY, IL 62294



LEGEND

- EX RIGHT OF WAY LINE
- P —— PROPERTY LINE
- EX UTILITY EASEMENT LINE
- //// PROPOSED PERMANENT EASEMENT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING

PROPOSED USE:
PERMANENT EASEMENT

AREA OF TRACT



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

PERMANENT EASEMENT EXHIBIT
260 HARBOR MILL DR
CITY OF TROY, IL

PROJECT NO.:
15062.003
DATE:
06/21/2024
REVISION:
—

EXHIBIT:
A

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this 31st day of July, 2024, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and Christopher J. Jacobs and Elizabeth M. Jacobs (“Owners”).

RECITALS

A. Owners are the owner of certain real property in the City, commonly known as 260 Harbor Mill Dr., Troy, Illinois 62294 (the “Property”).

B. Owners hereby grant the City a temporary construction easement to allow for drainage 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: Harbor Mill Drive Storm Outlet Extension
County: Madison
Owner: Christopher J. Jacobs & Elizabeth M. Jacobs
Parcel Number: 09-2-22-04-05-102-005

Part of Lot 62 of the First Addition to the Northwoods at Park Forest, reference being had to the plat thereof recorded in the Recorder’s Office of Madison County, Illinois in Plat Cabinet 62 on Page 127, Madison County, Illinois, described as follows:

Commencing at the northeast corner of said Lot 62; thence on an assumed bearing of South 30 degrees 54 minutes 40 seconds East on the easterly line of said Lot 62, a distance of 80.94 feet; thence South 59 degrees 05 minutes 20 seconds West, 7.50 feet to the westerly line of a 15 foot wide utility easement as shown on said First Addition to the Northwoods at Park Forest, said point being the Point of Beginning.

From said Point of Beginning; thence South 30 degrees 54 minutes 40 seconds East on said utility easement line, 82.27 feet; thence South 08 degrees 37 minutes 46 seconds West, 48.54 feet; thence South 81 degrees 22 minutes 14 seconds East, 15.00 feet; thence North 08 degrees 37 minutes 46 seconds East, 30.37 feet to said utility easement line; thence South 30 degrees 54 minutes 40 seconds East on said utility easement line, 18.17 feet; thence South 14 degrees 05 minutes 20 seconds West, 27.68 feet; thence North 75 degrees 54 minutes 40 seconds West, 70.00 feet; thence North 14 degrees 05 minutes 20 seconds East, 80.00 feet; thence North 30 degrees 54 minutes 40 seconds West, 37.50 feet; thence North 59 degrees 05 minutes 20 seconds East, 12.50 feet to the Point of Beginning.

Said parcel contains 4,186 square feet or 0.096 acres, 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, 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 drainage 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, 2026.

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: Christopher J. Jacobs and Elizabeth M. Jacobs
260 Harbor Mill Dr.
Troy, Illinois 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: *Christopher J. Jacobs*
Christopher J. Jacobs

And

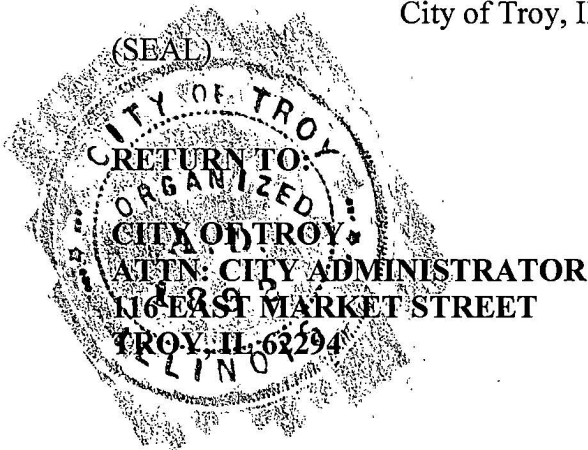
By: *Elizabeth M. Jacobs*
Elizabeth M. Jacobs

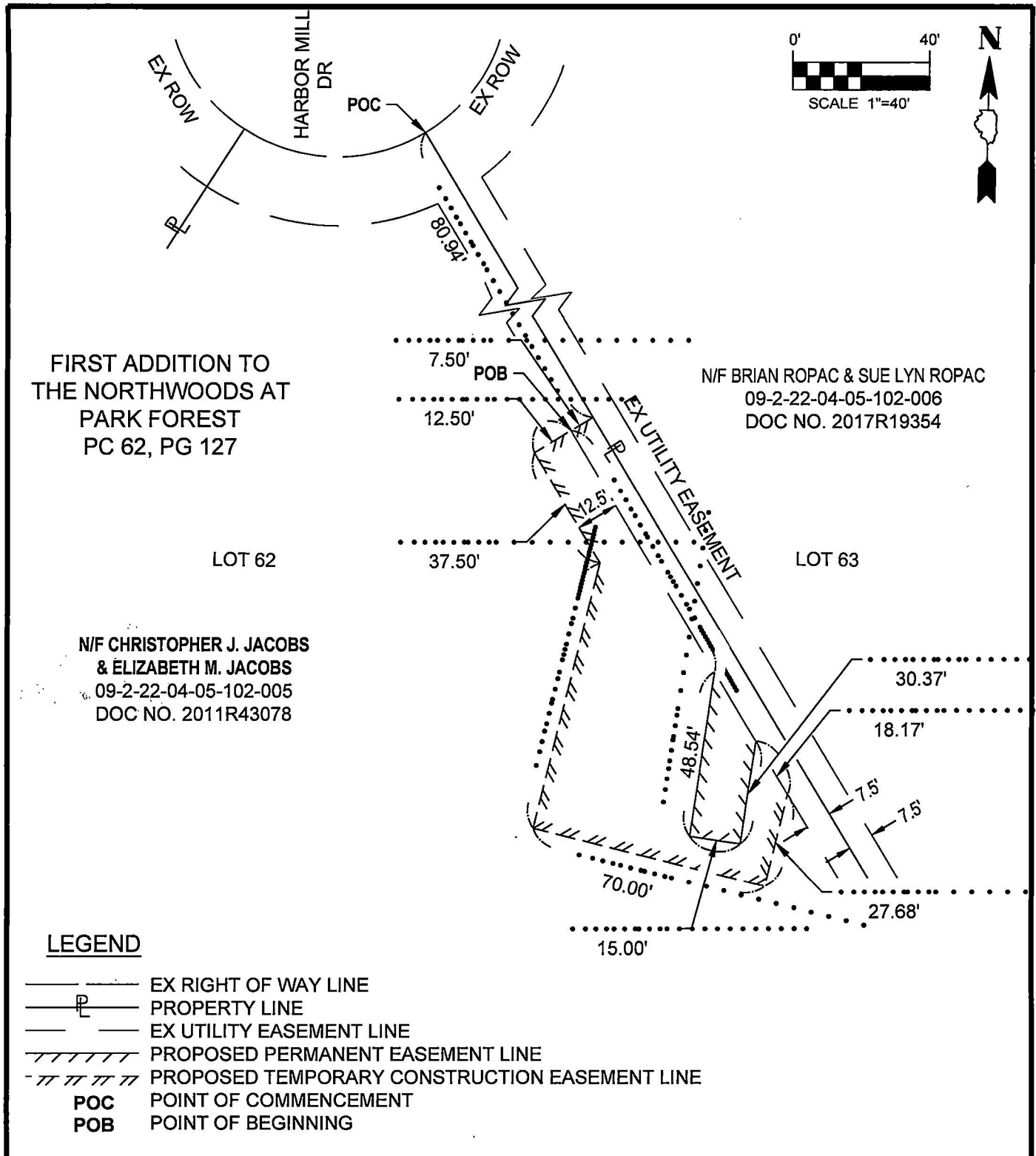
CITY OF TROY, ILLINOIS, an Illinois municipal corporation:

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

ATTEST:

By: *Kim Thomas*
KIM THOMAS, Clerk
City of Troy, Illinois





FIRST ADDITION TO
THE NORTHWOODS AT
PARK FOREST
PC 62, PG 127


N/F BRIAN ROPAC & SUE LYN ROPAC
09-2-22-04-05-102-006
DOC NO. 2017R19354

N/F CHRISTOPHER J. JACOBS
& ELIZABETH M. JACOBS
09-2-22-04-05-102-005
DOC NO. 2011R43078

LEGEND

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

PROPOSED USE: TEMPORARY CONSTRUCTION EASEMENT	AREA OF TRACT	

 <p>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</p>	<p>TEMPORARY CONSTRUCTION EASEMENT EXHIBIT 260 HARBOR MILL DR CITY OF TROY, IL</p>	PROJECT NO.: 15062.003	EXHIBIT: A
		DATE: 06/21/2024	
		REVISION: -	

END OF DOCUMENT