

**RECORDING  
NOT REQUIRED**

**RETURN TO:**

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

**CITY OF TROY**

**RESOLUTION 2024 – 27**

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**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT  
WITH BRIAN AND SUE LYN ROPAC**

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

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**CITY OF TROY RESOLUTION NO. 2024 – 27**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT  
WITH BRIAN AND SUE LYN ROPAC**

**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 Agreement with Brian and Sue Lyn Ropac for the purpose of constructing a storm sewer outlet extension.

**WHEREAS**, the City of Troy and Brian and Sue Lyn Ropac have negotiated the terms and conditions of the Temporary Construction 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 Temporary Construction Easement Agreement with Brian and Sue Lyn Ropac, 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 5<sup>th</sup> 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

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**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

This Temporary Construction Easement Agreement (“Agreement”) is made this 31<sup>st</sup> day of July, 2024, by and between the City of Troy, Illinois, an Illinois municipal corporation (“City”), and Brian Ropac and Sue Lyn Ropac (“Owners”).

**RECITALS**

A. Owners are the owner of certain real property in the City, commonly known as 273 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: Brian Ropac and Sue Lyn Ropac  
Parcel Number: 09-2-22-04-05-102-006

Part of Lot 63 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 northwest corner of said Lot 63; thence on an assumed bearing of South 30 degrees 54 minutes 40 seconds East on the westerly line of said Lot 63, a distance of 80.94 feet; thence North 59 degrees 05 minutes 20 seconds East, 7.50 feet to the easterly 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 continuing North 59 degrees 05 minutes 20 seconds East, 12.50 feet; thence South 30 degrees 54 minutes 40 seconds East, 50.00 feet; thence South 59 degrees 05 minutes 20 seconds West, 12.50 feet to the easterly line of said utility easement; thence North 30 degrees 54 minutes 40 seconds West on said utility easement, 50.00 feet to the Point of Beginning.

Said parcel contains 625 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, 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~~ <sup>2024</sup> 

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: Brian Ropac and Sue Lyn Ropac  
273 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.

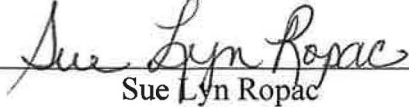
OWNERS:

By:

  
Brian Ropac

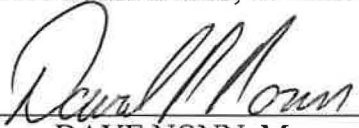
And

By:

  
Sue Lyn Ropac

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

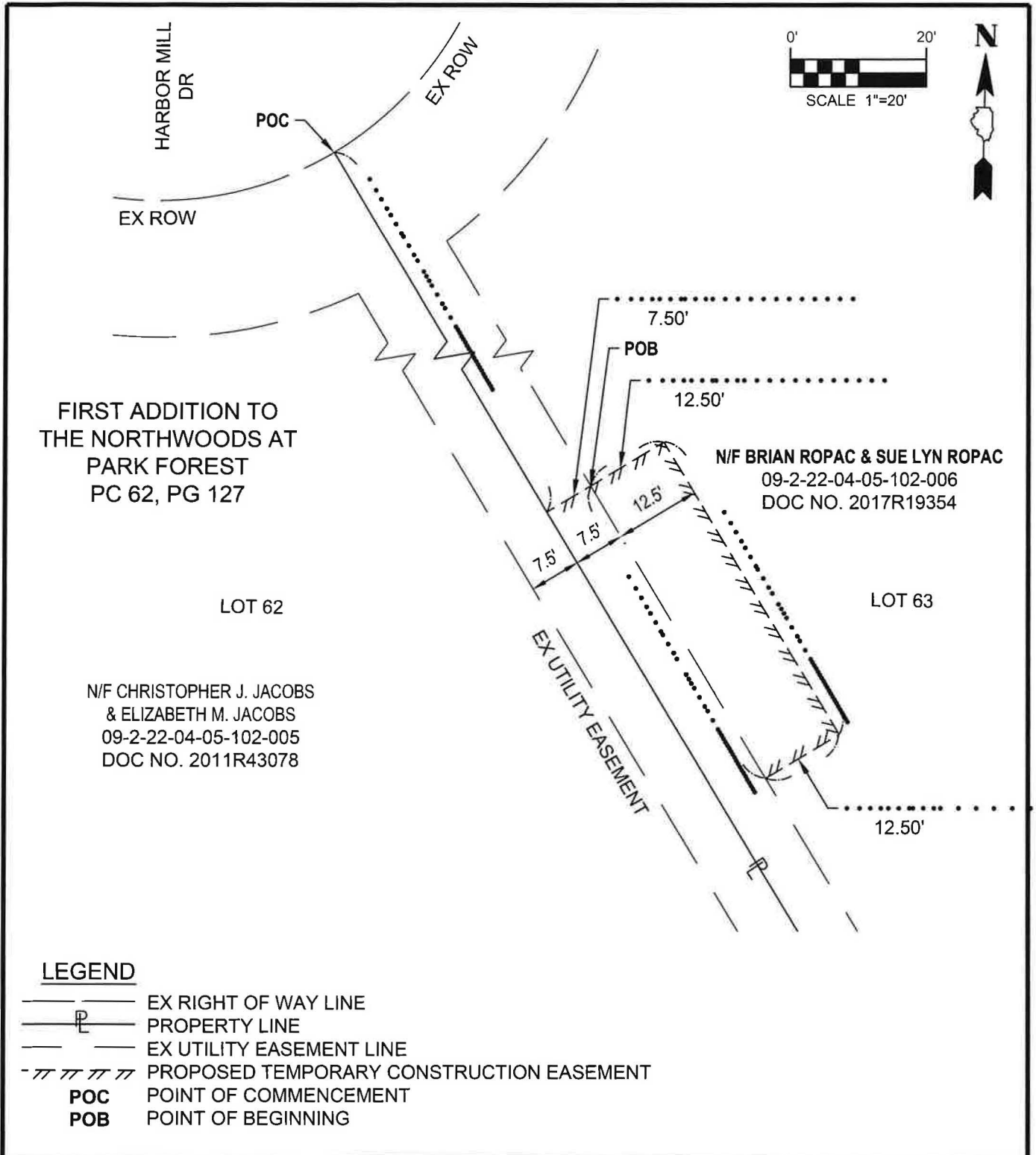
(SEAL)

**RETURN TO:**

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








**LEGEND**

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

PROPOSED USE: TEMPORARY CONSTRUCTION EASEMENT	AREA OF TRACT
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 <p><b>OATES ASSOCIATES</b></p> <p>100 Lanter Court, Suite 1 Collinsville, IL 62234 618.345.2200 www.oatesassociates.com</p> <p>Collinsville St. Louis Belleville St. Charles ILLINOIS DESIGN FIRM LICENSE NO.: 184.001115</p>	<p><b>TEMPORARY CONSTRUCTION EASEMENT EXHIBIT</b></p> <p>273 HARBOR MILL DR CITY OF TROY, IL</p>	PROJECT NO.: 15062.003	<p>EXHIBIT:</p> <p><b>A</b></p>
		DATE: 06/21/2024	
		REVISION:	