



DocId:8936334

Tx:4631836

2024R23792

STATE OF ILLINOIS

MADISON COUNTY

08/28/2024 10:24 AM

LINDA A. ANDREAS

CLERK & RECORDER

REC FEE: 50.00

CD STAMP FEE:

ST STAMP FEE:

FF FEE:

RHSPS FEE:

OF PAGES: 12

RETURN TO:

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

CITY OF TROY

RESOLUTION 2024-30

50 CTY

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
DONATION AGREEMENT WITH CPO INVESTMENTS, LLC
(LINDOW PROPERTIES, LLC SANITARY SEWER EASEMENT)**

*ADOPTED BY THE CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 15th DAY OF JULY 2024*

DR

RESOLUTION NO. 2024 - 30

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
DONATION AGREEMENT WITH CPO INVESTMENTS, LLC
(LINDOW PROPERTIES, LLC SANITARY SEWER EASEMENT)**

WHEREAS, the City Council for the City of Troy, Illinois, believes that it is in the best interest of the City and its citizens to enter into a Donation Agreement with CPO Investments, LLC, to acquire a sanitary sewer easement from same for future sewer access; and

WHEREAS, the Donation Agreement is 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 City Administrator of the City of Troy, Illinois, is hereby authorized to execute and enter into the attached Donation Agreement with CPO Investments, LLC, 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:



DAVID NONN, Mayor
City of Troy, Illinois

ATTEST:



KIMBERLY THOMAS, Clerk
City of Troy, Illinois

DONATION AGREEMENT
(LINDOW PROPERTIES, LLC SEWER EASEMENT)

THIS DONATION AGREEMENT (this "Agreement") is made and entered into effective as of the 5TH day of AUGUST, 2024, by and between CPO Investments, LLC ("Donor"), and the City of Troy, Illinois, a municipal corporation organized and existing under and pursuant to the laws of the State of Illinois ("Donee").

WITNESSETH:

WHEREAS, Donee is a municipal corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois, and is exempt from taxation pursuant to the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, Donor owns and rightfully possesses a sanitary sewer easement located in the City of Troy, County of Madison, State of Illinois, which is legally described on Exhibit A (Lindow Properties, LLC Easement for Sanitary Sewer) attached hereto, together with any and all hereditaments and appurtenances thereunto belonging, is hereinafter collectively referred to as the "Property"); and

WHEREAS, Donor desires to donate the Property to Donee in order for Donee to own and rightfully possess the sanitary sewer easement, and Donee desires to accept the donation of the Property from Donor, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, promises and agreements hereinafter contained, Donor and Donee hereby agree as follows:

ARTICLE 1

DONATION OF THE PROPERTY

1.1. Donation of the Property. Donor agrees to donate the Property to Donee, and Donee agrees to accept the Property from Donor upon the terms, covenants and conditions herein set forth.

ARTICLE 2

DONOR'S REPRESENTATIONS, COVENANTS AND WARRANTIES

2.1 Donor's Representations, Covenants and Warranties. Donor represents, warrants and covenants to Donee as follows, which representations and warranties shall survive Closing hereunder and shall inure to the benefit of Donee, its successors and assigns and shall be considered made as of the date hereof and as of Closing Date:

A. Donor's Authority. Donor is a limited liability company existing under and pursuant to the laws of the State of Illinois, and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform

its obligations hereunder; the execution and delivery thereof by Donor is fully authorized by all requisite authority.

B. Authority of Signatories; No Breach of Other Agreements. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donor and the signatories of Donor hereto. To the actual knowledge of Donor, the performance by Donor of its obligations under the terms of this Agreement do not conflict in any material or adverse way with or result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donor is bound, and, to the actual knowledge of Donor, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donor is subject.

C. All Required Action Taken. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donor and its representatives and agents.

ARTICLE 3

DONEE'S REPRESENTATIONS, COVENANTS AND WARRANTIES

3.1 Donee's Representations, Covenants and Warranties. Donee represents, warrants and covenants to Donor as follows, which representations and warranties shall survive Closing hereunder and shall inure to the benefit of Donor, its successors and assigns and shall be considered made as of the date hereof:

A. Donee's Authority. Donee is a municipal corporation organized and existing under and pursuant to the laws of the State of Illinois, and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donee is fully authorized by all requisite authority; and no other consents by any other party are required for Donee to execute and deliver this Agreement and such other documents.

B. Authority of Signatories; No Breach of Other Agreements. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donee and the signatories of Donee hereto. To the actual knowledge of Donee, the performance by Donee of its obligations under the terms of this Agreement do not conflict in any material or adverse way with or result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donee is bound, and, to the actual knowledge of Donee, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donee is subject.

C. All Required Action Taken. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donee and its representatives and agents.

D. Tax-exempt Status. Donee is exempt from taxation pursuant to the Code. Donee is similarly exempt and classified under the income tax laws of the State of Illinois. Donee shall cooperate with the Donor and at Donor's request will deliver to Donor and to the Internal Revenue Service all certifications and forms which are reasonably necessary or required to support the tax treatment of this donation.

ARTICLE 4
NOTICE

4.1. Notice. Any notice or election required or permitted to be given or served by any party hereto upon any other will be deemed sufficiently given when delivered in person, or when deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, to such party at the respective addresses given below, or sent by telecopy to the fax numbers set forth below, provided that a confirming copy of the telecopy is promptly sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses given below (and a copy of any notice or election given to either party shall be promptly delivered to the attorneys for such party at the addresses given below):

If to Donee:	City of Troy, Illinois 116 E. Market Street Troy, Illinois 62294 Attn: City Administrator Fax No.: 618.667.4009
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If to Donor:	CPO Investments, LLC Cade Osborn, Member 7700 Stonebridge Golf Dr. Maryville, IL 62062
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Each such notice or communication shall be deemed to have been delivered to the party to which addressed on the date the same is hand-delivered, or, if sent by telecopy, on the date the transmittal thereof is confirmed as transmitted and received, or, if mailed when deposited in the United States Postal system, sent by registered or certified mail, return receipt requested, postage prepaid, as the case may be, properly addressed in the manner above provided, and shall be deemed to have been received by the party to which addressed, in the case of hand delivery, on the day it is delivered, in the case of telecopy, on the day the transmittal is confirmed as transmitted and received, or in the case of United States Mail, two (2) days after deposit in the United States Postal system. Any party hereto may change its address for the service of notice hereunder by delivering written notice of said change to the other party hereto, in the manner above provided.

ARTICLE 5
GENERAL PROVISIONS

5.1 Remedies. In the event of any breach or default by Donee or Donor hereunder, the non-defaulting party shall be entitled to pursue any and all rights and remedies allowed at law or in equity, specifically including the equitable right of specific performance in order to enforce its rights under this Agreement.

5.2 Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

5.3 Survival. Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements set forth in this Agreement shall survive (and shall be enforceable after) the Closing, and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5.4 Captions. The headings or captions of the articles, sections or paragraphs appearing in this Agreement are for convenience of reference only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

5.5 Binding Effect. This Agreement shall become effective and shall be binding on the parties hereto only after it has been signed by both Donee and Donor. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5.6 Controlling Law. This Agreement has been made and entered into under the laws of the State of Illinois, and said laws shall control the interpretation hereof.

5.7 Time of the Essence. Time shall be of the essence in the performance of this Agreement.

5.8 Counterparts. This Agreement may be executed in one or more counterparts which together shall constitute one and the same Agreement and shall be binding on the parties hereto notwithstanding the fact that all parties may not be signatories to the same original or the same counterpart hereof.

5.9 Assignment. Except as otherwise expressly provided herein, neither Donee nor Donor shall assign its rights, duties or obligations hereunder without the prior

written consent of the other. Any assignment made in violation of this Paragraph shall be null and void and of no force or effect.

5.10 Participation. Each of the parties hereto has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

5.11 Expenses of Parties. Except as otherwise specifically provided in this Agreement, each party hereto will pay and bear its own expenses and fees in connection with this Agreement and the donation contemplated hereby.

5.12 Effective Date. As used herein, the term "Effective Date" shall mean and refer to the date upon which this Agreement is executed by the last party to sign, as indicated by the dates set forth below opposite the signatures of Donee and Donor.

5.13 Exhibits. Any reference herein to any exhibit, addendum or attachment refers to the applicable exhibit, addendum or attachment attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

DONEE:


THE CITY OF TROY, ILLINOIS

By: 

Date: 6 NOV 2024

DONOR:

CPO Investments, LLC

By: 

Date: 8-8-2024

Exhibit A

LEGAL DESCRIPTION

(See Attached Sanitary Sewer Easement)



DocId:8886905

Tx:4602648

2023R26296
STATE OF ILLINOIS
MADISON COUNTY
10/02/2023 10:57 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 52.00
CO STAMP FEE:
ST STAMP FEE:
RHSFS FEE: 18.00
OF PAGES: 2

1 of 1
ACC
Abstracts and Titles
205 N. Second Street
Edwardsville, IL 62025

EASEMENT FOR SANITARY SEWER

↓ 70° AT

I, LINDOW PROPERTIES, LLC, for Ten dollars and other valuable consideration, the receipt of which is hereby acknowledged, HEREBY GRANT and CONVEY to CPO INVESTMENTS, LLC, its successors or assigns, a perpetual right-of-way and easement for the purpose of constructing, operating, maintaining and inspecting a sanitary sewer line with all necessary appurtenances thereto, said easement being more particularly described as follows:

A 10' wide public utility easement adjacent to and South of the entire North line of Lot 12 in Seasons Village, a subdivision according to the plat thereof recorded in Plat Cabinet 65 Page 188, (except coal and other mineral rights conveyed, excepted or reserved in prior conveyances) in Madison County, Illinois.

Commonly known as: 7458 Clarence Court, Glen Carbon, IL 62034

Parcel: 10-2-16-31-19-401-012

GRANTEE, by its officers, employees, or contractors, at any time hereafter shall have access to, and may enter upon said strip of ground without notice for the purpose of the aforesaid, and may remove any obstruction but shall repair and replace at its own expense any obstruction so removed, including fences, walks or drives, and shall restore the surface of the ground to its original grade.

GRANTOR, his successors or assigns, will not plant any trees or place any permanent structures over said sanitary sewer line so as to interfere with access thereto. Said easement strips shall not be public alleys, and the lot owners shall have the right to use said strip of ground for any purposes which do not unreasonably interfere with the use, access to, and maintenance of the sanitary sewer line so constructed.

GRANTOR warrants that he is the owner of the real estate described herein and has the power and authority to grant the above and foregoing easement.

This Grant shall be binding upon, and inure to the benefit of, GRANTOR, GRANTEE and their respective heirs, legatees, devisees, personal representatives, successors and assigns.


✓ *This conveyance is Exempt under provisions of Paragraph 2 Section 31-45 of the Real Estate Transfer Tax Law (35 ILCS 200/31-45)"

9-29-23
Date

Annie Mason
Buyer, Seller, or Representative

DOC 2023R26296 Pg. 8 of 12

IN WITNESS WHEREOF GRANTOR has hereunto set his hand and seal on the 28 day of June 2023.


LINDOW PROPERTIES, LLC

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Todd Lindow personally known to me to be the Authorized Signatory of the LINDOW PROPERTIES, LLC, and Todd Lindow personally known to me to be the Authorized Signatory of said Limited Liability Company and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such Authorized Signatories, they signed and delivered the said instrument as Authorized Signatories of said Limited Liability Company pursuant to authority given by the Members and Managers of said Limited Liability Company as their free and voluntary act and as the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein set forth. Given under my hand and Notarial Seal the 28 day of June, 2023.


NOTARY PUBLIC



Return Document to:
CPO Investments, LLC
7700 Stonebridge Golf Dr.
Maryville, IL 62062

This Instrument Prepared By:
Cade Osborn
7700 Stonebridge Golf Dr.
Maryville, IL 62062

END OF DOCUMENT



DocId:8866905

Tx:4602648

2023R26296
STATE OF ILLINOIS
MADISON COUNTY
10/02/2023 10:57 AM
LINDA A. ANDREAS
CLERK & RECORDER
REC FEE: 52.00
CO STAMP FEE:
ST STAMP FEE:
RHSPS FEE: 18.00
OF PAGES: 2

1 of 1
ACC
Abstracts and Titles
205 N. Second Street
Edwardsville, IL 62025

EASEMENT FOR SANITARY SEWER

± TO AT

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Commonly known as: 7458 Clarence Court, Glen Carbon, IL 62034

parcel: 10-2-16-31-19-401-012

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This Grant shall be binding upon, and inure to the benefit of, GRANTOR, GRANTEE and their respective heirs, legatees, devisees, personal representatives, successors and assigns.


✓ "This conveyance is Exempt under provisions of Paragraph 2, Section 31-45 of the Real Estate Transfer Tax Law (35 ILCS 200/31-45)"

9-29-23
Date

Annie Mason
Buyer, Seller, or Representative

DOC 2023R23792 Pg 11 of 12

IN WITNESS WHEREOF GRANTOR has hereunto set his hand and seal on the 28 day of June, 2023.


LINDOW PROPERTIES, LLC

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Todd Lindow personally known to me to be the Authorized Signatory of the LINDOW PROPERTIES, LLC, and Todd Lindow personally known to me to be the Authorized Signatory of said Limited Liability Company and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such Authorized Signatories, they signed and delivered the said instrument as Authorized Signatories of said Limited Liability Company pursuant to authority given by the Members and Managers of said Limited Liability Company as their free and voluntary act and as the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein set forth. Given under my hand and Notarial Seal the 28 day of June, 2023.


NOTARY PUBLIC



Return Document to:

CPO Investments, LLC
7700 Stonebridge Golf Dr.
Maryville, IL 62062

This Instrument Prepared By:
Cade Osborn
7700 Stonebridge Golf Dr.
Maryville, IL 62062

END OF DOCUMENT