

**CITY OF COLUMBIA, ILLINOIS
ORDINANCE NO. 3478**

AN ORDINANCE APPROVING A STORM SEWER EASEMENT

WHEREAS, the City of Columbia (“City”), Monroe and St. Clair Counties, Illinois is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, the City needs to construct a storm sewer through part of Lot 7 of “Briarhill” subdivision; and

WHEREAS, the City must obtain a permanent storm sewer easement over said part of Lot 7 of “Briarhill” subdivision before construction can begin on said storm sewer; and

WHEREAS, Briarhill cannot be properly developed without the construction of said storm sewer; and

WHEREAS, a Permanent Storm Sewer Easement and attached Plat of Easement showing the location of the proposed 15’ easement is attached hereto as Exhibit A; and

WHEREAS, the proposed permanent storm sewer easement area (hereinafter referred to as the “easement tract”) is legally described as follows:

A fifteen (15) feet wide easement for storm sewer and storm water drainage uses and purposes on, over, and across part of Lot 7 of “Briarhill”, reference being had to the plat thereof recorded in the Recorder’s Office of Monroe County, Illinois, in Envelope 149-C, said easement being 7.50 feet, measured at right angles, on each side of the following described centerline:

Commencing at an iron pin found which marks the most westerly corner of said Lot 7; thence at an assumed bearing of North 28°01’55” East, along the northwesterly line of said Lot 7, a distance of 62.90 feet; thence South 61°58’05” East, a distance of 10.00 feet to a point which lies 10.00 feet, measured at right angles, southeasterly of the northwesterly line of said Lot 7, said point being the Point of Beginning of the herein described centerline; thence North 42°09’39” East, a distance of 206.77 feet; thence North 47°28’44” East, a distance of 67.99 feet; thence North 57°20’35” East, a distance of 88.76 feet to the Point of Termination on the northeasterly line of said Lot 7, also being the southwesterly right of way line of Briarhill Lane.

WHEREAS, the completion of the Briarhill subdivision is in the best interests of the citizens of the City.

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Columbia, as follows:

- Section 1. The preceding recitations in the upper part of this Ordinance are realleged, restated and adopted as paragraph one (“1”) of this Ordinance.
- Section 2. The Permanent Storm Sewer Easement, attached as Exhibit A is hereby approved.
- Section 3. The Permanent Storm Sewer Easement shall be for storm sewer and storm water drainage uses and purposes on, over, and across part of Lot 7 of “Briarhill” as shown in the attached Plat of Easement.
- Section 4. Any other conditions associated with this Permanent Storm Sewer Easement are contained in said document that is attached as Exhibit A and incorporated herein by reference.
- Section 5. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Columbia, Illinois and deposited and filed in the office of the City Clerk on the 7th day of October, 2019, the vote being taken by ayes and noes and entered upon the legislative record as follows:

AYES: Aldermen Agne, Roessler, Huch, Holtkamp, Martens, and Riddle.

NOES: None.


ABSTENTIONS: None.

ABSENT: Aldermen Ebersohl and Niemietz.

APPROVED:


KEVIN B. HUTCHINSON, Mayor

ATTEST:


WESLEY L. HOEFFKEN, City Clerk

(SEAL)

PERMANENT STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

WITNESSETH, the undersigned, Rodenberg Living Trust, Grantor, for and in consideration of the mutual covenants and agreements, One Dollar (\$1.00) and other good and valuable consideration paid and delivered to the City of Columbia, Illinois, a body politic and corporate of Monroe and St. Clair Counties, Illinois, 208 S. Rapp Avenue, Columbia, Illinois 62236-0467, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantors does hereby grant, bargain, sell, transfer, and convey unto Grantee, its successors and assigns, the following permanent storm sewer easement and rights of way to enter upon the land of the Grantor situated in the Counties of Monroe and St. Clair, State of Illinois and more particularly described as follows:

A fifteen (15) feet wide easement for storm sewer and storm water drainage uses and purposes on, over, and across part of Lot 7 of "Briarhill", reference being had to the plat thereof recorded in the Recorder's Office of Monroe County, Illinois, in Envelope 149-C, said easement being 7.50 feet, measured at right angles, on each side of the following described centerline:

Commencing at an iron pin found which marks the most westerly corner of said Lot 7; thence at an assumed bearing of North 28°01'55" East, along the northwesterly line of said Lot 7, a distance of 62.90 feet; thence South 61°58'05" East, a distance of 10.00 feet to a point which lies 10.00 feet, measured at right angles, southeasterly of the northwesterly line of said Lot 7, said point being the Point of Beginning of the herein described centerline; thence North 42°09'39" East, a distance of 206.77 feet; thence North 47°28'44" East, a distance of 67.99 feet; thence North 57°20'35" East, a distance of 88.76 feet to the Point of Termination on the northeasterly line of said Lot 7, also being the southwesterly right of way line of Briarhill Lane.

(This storm sewer easement burdens the tract of land having Permanent Parcel Number 04-17-249-007-000, as shown on the plat of easement attached hereto as Exhibit A.)

Grantor further grants to Grantee the right to use reasonable working space adjacent to said easement during erection, reconstruction, operation, maintenance, renewal, or removal of said facilities, and the right of ingress to and egress from said easement for the purposes aforesaid over existing roadways or over a feasible route designated by Grantor.

Grantor further grants to Grantee the right to control the growth of any trees, shrubs, or saplings on the easement tracts and to clear said easements of any obstacles and obstructions on the easement tracts which interfere or threaten to interfere with the safe, proper, and expeditious construction, operation, and maintenance of said lines and systems on said easement tracts, or which create hazardous conditions and to keep the easement tract clear of such obstacles and obstructions for any of the aforesaid purposes under varying conditions of operation without further payment therefor except as hereinafter provided.

Grantor reserves the right to make any use of the land within said easement, so long as such use shall not interfere with the rights herein granted or create a hazardous condition, except that Grantor shall make no excavations on the easement tract without the prior written consent of the Grantee, and then only in such manner as will not disturb or interfere with Grantee's facilities, located therein, nor shall Grantor place buildings or permanent structures on said easement.

Grantee covenants to maintain the easement in good repair, so that no unreasonable damage will result from its use to the land of the Grantor, her successors and assigns. Grantee shall repair any damage to adjoining property of Grantor or pay any damages which may be caused to property of Grantor in the process of exercising any of the rights herein granted; said damages if not mutually agreed upon shall be ascertained by three disinterested persons, one of whom shall be selected by Grantor and one by Grantee, their heirs, successors, assigns, or lessees, respectively, and the third by the two so selected. The damages determined by such persons or a majority of them shall be conclusive and binding on the parties hereto, and Grantee shall thereupon pay the amount so determined.

This instrument is executed and accepted with the express understanding that the Grantee herein is not bound to do or perform any act, or pay any consideration except as herein expressly provided.

Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption laws of the State of Illinois. The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

The invalidity of any provision of this easement shall not impair the validity of any other provision. If any provision of the easement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this easement may be enforced with any such provision severed or as modified by the court.

In witness whereof, the Grantor has executed this instrument this 20th day of September, 2019.

GRANTORS:

David R Rodabey Mary Ann Rodenberg

ACCEPTED BY GRANTEE:

CITY OF COLUMBIA, ILLINOIS,
An Illinois Municipal Corporation

BY: Kevin Hutchinson
Kevin Hutchinson, Mayor

ACKNOWLEDGMENT OF GRANTORS

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

This instrument was acknowledged before me on 9/20/19 by Nancy Kay Suedkamp

Nancy Kay Suedkamp
Notary Public

My commission expires 5/8/22.

Prepared by:

Terry I. Bruckert
Bruckert, Gruenke & Long, P.C.
Attorneys at Law
1002 East Wesley Drive, Suite 100
O'Fallon, IL 62269

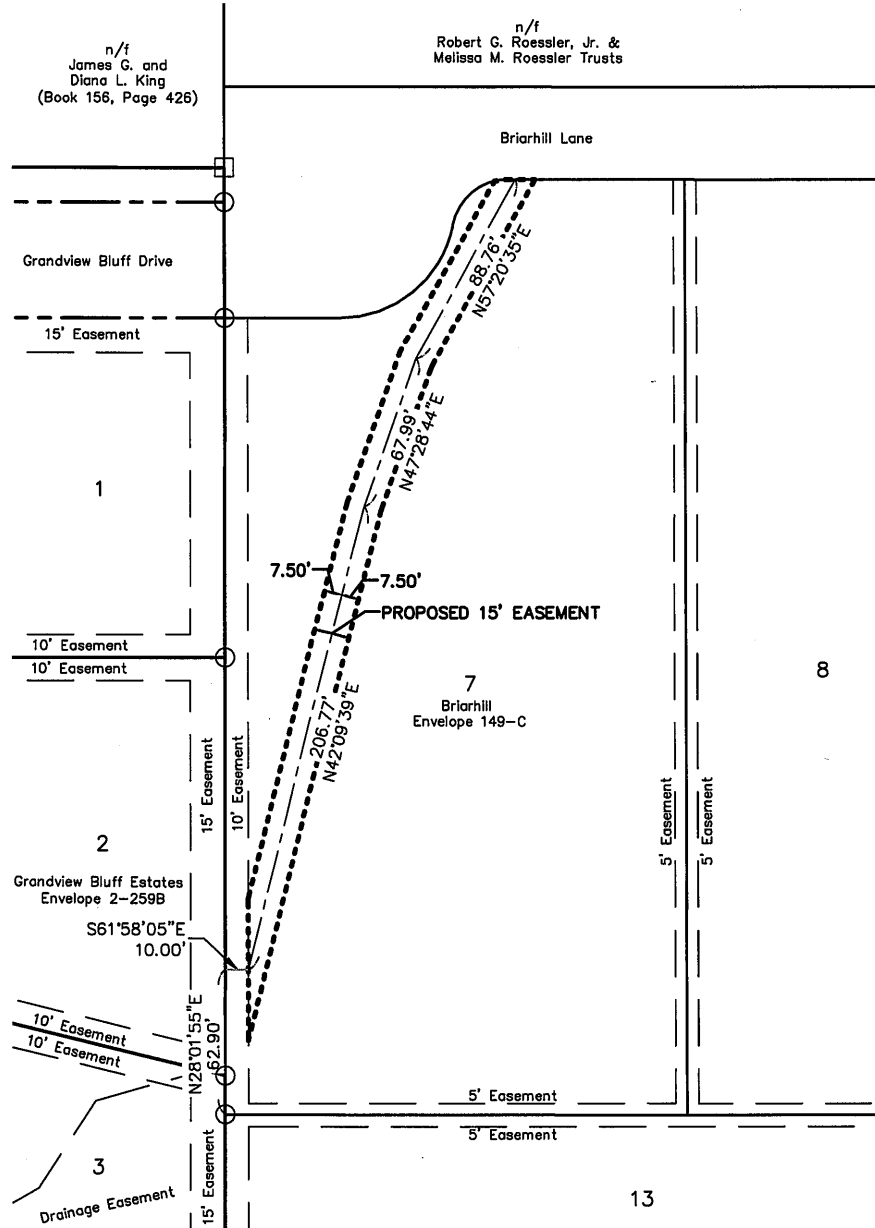
Return to:

City of Columbia, Illinois
208 S. Rapp Avenue
Columbia, IL 62236-0467

PLAT OF EASEMENT

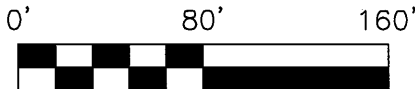
of Part of Lot 7 of "Briarhill"

City of Columbia, Monroe County, Illinois

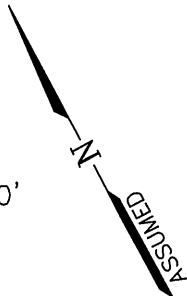


Legend

- Iron Pin Found
- Concrete Monument Found



SCALE: 1" = 80'



PLAT PREPARED FOR
City of Columbia

SURVEYED:
BME (10/18)
BME (05/19)
DRAWN:
KEG (05/19)
CHECKED:
JMV (05/19)
APPROVED:
JMV (06/19)



HENEGHAN AND ASSOCIATES, P.C.
ENGINEERS ~ SURVEYORS
310A Vision Drive
Columbia, Illinois 62236
(618)281-8133 FAX: (618)281-8290
www.haengr.com

PROFESSIONAL DESIGN FIRM REGISTRATION NO: 184-002692
EXPIRES: APRIL 30, 2021

PROJECT NO.:
60000-141

DATE:
JUNE 4, 2019