

SEP 08 2009

ORDINANCE NO. 2739

J. Ronald Colyer
City Clerk

AN ORDINANCE TO AUTHORIZE A MUNICIPAL WATERLINE AND CONSTRUCTION EASEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS AND GREGORY R. GRUENINGER AND KAREN J. GRUENINGER FOR THE CITY OF COLUMBIA, ILLINOIS TO RELOCATE A CITY WATERLINE REQUIRED FOR THE WIDENING OF THE ILLINOIS HIGHWAY 158 RIGHT-OF-WAY IN THE CITY AND TO APPROVE OF THE FORM OF SAID EASEMENT AGREEMENT

WHEREAS, the Department of Transportation of the State of Illinois ("IDOT") has determined that it is necessary for IDOT to acquire additional right of way for the widening and relocation of Illinois Highway 158 ("Highway 158") in the City of Columbia, Illinois (the "City");

WHEREAS, in connection therewith and in consequence thereof, the City has a public waterline easement in which is located a public waterline which easement and waterline will have to be relocated in order to allow and provide for the IDOT widening of Highway 158;

WHEREAS, IDOT has agreed to reimburse the City for the cost necessary to be incurred by the City for the acquisition of easements for and relocation of said public waterline up to not to exceed the sum of Two Hundred Fifteen Thousand Dollars (\$215,000) without additional approval from IDOT;

WHEREAS, it is necessary and appropriate that the City acquire approximately 153 lineal feet of waterline easement from Gregory R. Grueninger and Karen J. Grueninger, his wife, by easement agreement for the waterline project aforesaid, in the form approved by this Ordinance and that the City enact this ordinance to authorized and approve said permanent and construction easement agreement.

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

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The "Municipal Waterline and Construction Easement" between Gregory R. Grueninger and Karen J. Grueninger, his wife, dated August 26, 2009 and the City, a copy of which is attached hereto and by reference made part hereof, is hereby approved as to form and the Mayor is hereby authorized and directed to execute and deliver the same for and on behalf of the City, in as many counterparts as the Mayor shall determine; and, the City Clerk is hereby authorized and directed to attest

the same and affix thereto the corporate seal of the City. The City Council hereby agrees to make the payments and to do and perform its obligations undertaken in said agreement.

Section 3. This Ordinance shall be in full force and effect from and after its passage by the City Council, as provided by law.

Alderman Row moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Ebersohl, and the roll call vote was as follows:

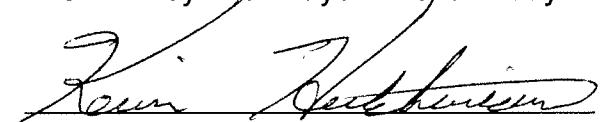
YEAS: Aldermen Ebersohl, Agne, Niemietz, Row, Hejna, Oberkfell, Stumpf and Roessler.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 8th day of September, 2009.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

After Recording Return to:

Adams & Huetsch
P. O. Box 647
Columbia, Illinois 62236

**CONSTRUCTION AND PERMANENT
WATERLINE EASEMENT DEED**

THIS INDENTURE, is made this _____ day of _____, 2009, by and between GREGORY R. GRUENINGER and KAREN J. GRUENINGER, of the City of Columbia, County of Monroe and State of Illinois, (hereinafter referred to as the "Grantors"), and the CITY OF COLUMBIA, ILLINOIS, a Municipal corporation and body both corporate and politic created and existing under and by virtue of the laws of the State of Illinois, with City Hall located at 208 South Rapp Avenue, City of Columbia, Illinois 62236, hereinafter referred to as the "Grantee" or the "City", WITNESSETH:

The Grantors, for and in consideration of the payment of the sum of Five Hundred Thirty Four Dollars and Eighty Four Cents (\$534.84) and in addition to the payment of said sum to the Grantee, the City of Columbia, Illinois shall be required to backfill the excavation in the hereinafter described easement tract to be cut through the Grantors' driveway located on said easement tract for installation of the proposed water main on the property with earthen fill, aggregate base and a minimum of four inches (4") of asphaltic concrete, the sufficiency of which consideration is hereby acknowledged by the Grantors, do hereby WARRANT and CONVEY unto the Grantee, its successors and assigns, a ten foot (10') wide permanent and perpetual waterline utility easement for the construction and installation, maintenance, repair, removal and replacement of a (potable water transmission main) waterline in, under, through, along, across, and over the following described tract of property of the Grantors, (being part of the property described in that certain Warranty Deed recorded in the Monroe County, Illinois Recorder's Office as Document No. 309224), being part of the Northeast Quarter of the Northeast Quarter of Section 3, Township 1 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois, to wit:

Commencing at the southeast corner of said Grueninger tract; thence at an assumed bearing of North 00°17'56" East, along the east line of said Grueninger tract, a distance of 27.43 feet to the proposed northwesterly Right-of-Way line of FAP Route 809 (a.k.a. Illinois Route 158), being the Point of Beginning of the herein described easement; thence South 52°01'56" West, along the proposed northwesterly Right-of-Way line of FAP Route 809 (a.k.a. Illinois Route 158), a distance of 152.81 feet to a point on the west line of said Grueninger tract; thence North 00°17'48" East, along the west line of said Grueninger tract, a distance of 12.74 feet to a point which lies 10.00 feet, measured at right angles, northwesterly of the proposed northwesterly Right-of-Way line of FAP Route 809 (a.k.a. Illinois Route 158); thence North 52°01'56" East, parallel to the proposed northwesterly Right-of-Way line of FAP Route 809 (a.k.a. Illinois Route 158), a distance of 152.81 feet to a point on the east line of said Grueninger tract; thence South 00°17'56" West, along the

east line of said Grueninger tract, a distance of 12.74 feet to the Point of Beginning, containing 1,528 square feet, or 0.035 acres, more or less.

ALSO, A ten (10) foot wide temporary construction easement on, over and across part of the above-mentioned tract of land conveyed to Gregory R. Grueninger and Karen J. Grueninger by deed recorded in the Recorder's Office of Monroe County, Illinois, as Document No. 309224, being part of the Northeast Quarter of the Northeast Quarter of Section 23, Township 1 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois, said easement being more particularly described as follows:

The southeasterly 20 feet adjacent to the proposed northwesterly Right-of-Way line of FAP Route 809 (a.k.a. Illinois Route 158), excepting the southeasterly 10 feet thereof, containing 1,528 square feet, or 0.035 acre, more or less.

Permanent Property Index Number: 04-23-200-013.

Prior Deed: Document No. 309224.

(Survey plat of Heneghan and Associates, P. C., being attached hereto and by reference made part hereof.)

Said easement is for portable waterline uses and purposes of all nature and kind, including but not limited to installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, pipe or pipes, with necessary fittings, appurtenances, and attached facilities, including water transmission main, water meter or water meters, fire hydrants, and laterals and connections for the transmission and distribution of water.

Also granting to the Grantee, its successors and assigns the right to: (i) enter in and upon the premises described above with men and machinery, equipment, vehicles and material at any and all times necessary for the purpose of maintaining, repairing, renewing, or adding to the aforesaid waterline and appurtenances installed in the easement; (ii) removing trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iii) for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

The right of the Grantors to freely use and enjoy their interest in the premises (including but not limited to access uses and purposes for ingress thereto and egress therefrom) is reserved to the Grantors, their successors and assigns, insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of Grantee's municipal water line utility uses and purposes, (including water pipelines and facilities described above and the appurtenances appertaining thereto), except no building, structure, or similar improvement shall be erected on or within said permanent waterline easement, nor shall the grade or ground cover over Grantee's facilities be substantially altered without the consent of the Grantee. The Grantors agree that no other municipal, public or private utility services and facilities shall be placed within the above-described easement or within ten (10) feet of horizontal distance of municipal utilities installed in the easement by the Grantee, without the prior written consent of the Grantee.

TO HAVE AND TO HOLD the above-described Construction and Permanent Waterline Easement unto the Grantee, its successors and assigns, perpetually and forever.

The Grantee agrees by the acceptance of this Deed of Permanent Waterline and Construction Easement, that upon any opening made in connection with the installation of a waterline or waterlines, as a usage allowed by this Waterline and Construction Easements, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when an opening was made, provided that Grantee shall not be obliged to restore landscaping other than grass which was destroyed upon entry, all such work to be done at the expense of the Grantee.

The Grantors warrant that:

(1) The Grantors are the owner in fee simple of the real estate herein subject to said Waterline and Construction Easements and have good title to convey the same having acquired said real estate by Deed recorded in the Office of the Recorder of Deeds of Monroe County, Illinois, as Document No. 309224.

(2) That the Grantee shall quietly enjoy the said Easements.

IN WITNESS WHEREOF, the Grantors duly executed this INDENTURE, all as of the day and year indicated below, to take effect on the date first above written.

GRANTORS:

GREGORY R. GRUENINGER

KAREN J. GRUENINGER

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that GREGORY R. GRUENINGER and KAREN J. GRUENINGER, personally known to me and known to me to be the same persons whose names are subscribed to the foregoing document, appeared before me this day in person, and acknowledged that they signed and delivered the said document as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this ____ day of _____, 2009.

Notary Public

SIGNATURE OF GRANTEE

The undersigned GRANTEE has executed this Deed to acknowledge its agreement and commitment to do and perform all obligations undertaken in the above Easement Deed incumbent on the GRANTEE to be done and performed by the GRANTEE.

GRANTEE, CITY OF COLUMBIA, ILLINOIS,
A Municipal corporation

BY: _____
KEVIN B. HUTCHINSON, Mayor

ATTEST:

WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that KEVIN B. HUTCHINSON and WESLEY J. HOEFFKEN, personally known to me and known to me to be the Mayor and City Clerk of the City of Columbia, Illinois, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said document as their free and voluntary act and deed and as the free and voluntary deed of the City of Columbia, Illinois, for the uses and purposes therein set forth, pursuant to Ordinance of said City duly enacted.

Given under my hand and Notary Seal this ____ day of _____, 2009.

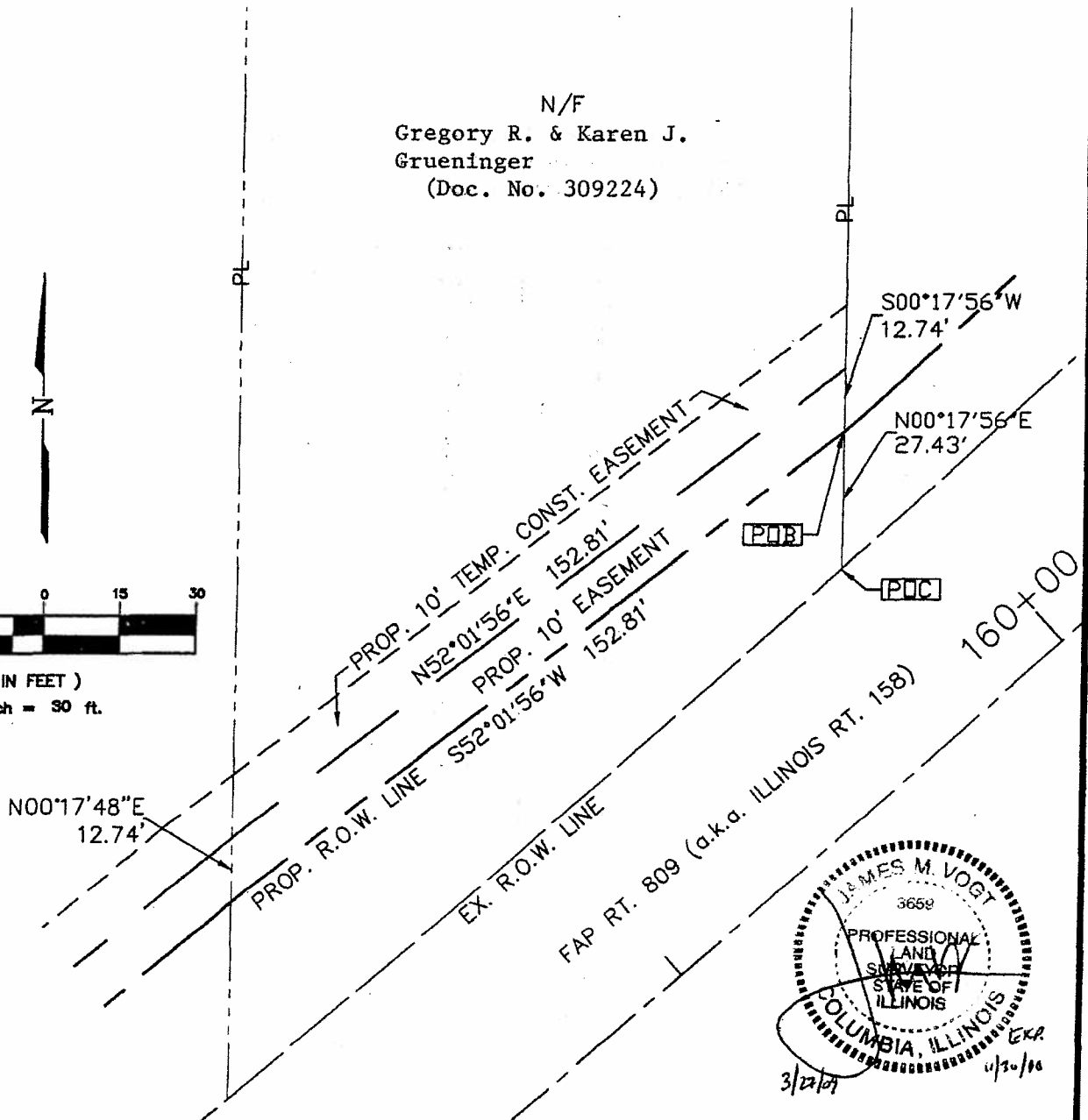
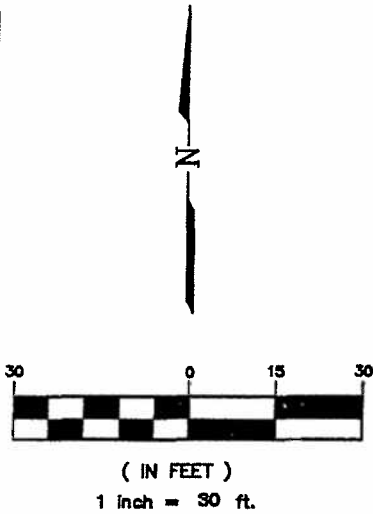
Notary Public

THIS DOCUMENT PREPARED BY:

TOM D. ADAMS #13439
ADAMS AND HUETSCH
Attorneys-at-Law
321 Wedgewood Square
P. O. Box 647
Columbia, Illinois 62236
Telephone (618) 281-5185/5186

EASEMENT PLAT
 OF PART OF THE NORTHEAST QUARTER OF THE
 NORTHEAST QUARTER OF SECTION 23
 TOWNSHIP 1 SOUTH, RANGE 10 WEST
 OF THE THIRD PRINCIPAL MERIDIAN
 MONROE COUNTY, ILLINOIS

N/F
 Gregory R. & Karen J.
 Grueninger
 (Doc. No. 309224)



JAMES M. VOGT
 3658
 PROFESSIONAL LAND SURVEYOR
 STATE OF ILLINOIS
 COLUMBIA, ILLINOIS
 3/22/09
 4/30/09

HA HENEGHAN AND ASSOCIATES, P.C.
 310A VISION DRIVE
 COLUMBIA, ILLINOIS 62236
 PHONE NO. (618) 281-8133
 FAX NO. (618) 281-8290
 ENGINEERS-SURVEYORS FILE NO. 60000-119
 DESIGN FIRM NUMBER 184-002692, EXPIRES APRIL 30, 2009