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CHRISTINE

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

ORDINANCE

Return To:

VILLAGE OF CHATHAM
116 EAST MULBERRY
CHATHAM, IL 62629

Prepared By:

VILLAGE OF CHATHAM
116 EAST MULBERRY
CHATHAM, IL 62629

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 17 - 46

**AN ORDINANCE APPROVING A UTILITY AGREEMENT WITH
SNOF SERVICES, INC.**

DAVE KIMSEY, Village President
AMY DAHLKAMP, Village Clerk

TERRY FOUNTAIN
BRETT GERGER
NINA LINDHORST
RYAN MANN
MATT MAU
PAUL SCHERSCHEL
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Chatham
on September 12, 2017

Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62705

ORDINANCE NO. 17- 46

**AN ORDINANCE APPROVING A UTILITY AGREEMENT WITH
SNOF SERVICES, INC.**

WHEREAS, the Village of Chatham (“Village”), Sangamon County, State of Illinois, is a duly organized and existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code; and

WHEREAS, the Village desires to obtain a utility easement on certain real property situated in Sangamon County, Illinois with tax identification number 29-16-400-023 commonly known as 9683 Palm Road Chatham, Illinois 62629 and legally described as attached to the Utility Easement (“Property”); and

WHEREAS, SNOF Services, Inc., Owner of the Property, wishes to grant a utility easement to the Village; and,

WHEREAS, in exchange for granting the easement, and the Village has agreed to pay Owner’s attorney fees connected with preparing the Municipal Utility Easement; and,

WHEREAS, the Corporate Authorities of the Village believe it is in the best interest of the Village to obtain a utility easement on the Property; and,

WHEREAS, the parties have drafted an Municipal Utility Easement to fully set out the terms of the easement.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Chatham, County of Sangamon, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Approval of Easement Agreement. The Board of Trustees of the Village hereby approve the Municipal Utility Agreement (attached hereto) by and between the Village

and SNOF Services, Inc.

Section 3. Fees. The Village Administrator is hereby authorized to pay Owner's attorney fees incurred in connection with the Municipal Utility Agreement in an amount not to exceed \$2,275.00.

Section 4. Authorization. The Village President is hereby authorized to enter into the Municipal Utility Easement attached hereto and take any such other and further acts necessary to execute the easement contemplated by this Ordinance.

Section 5. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 6. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this ordinance.

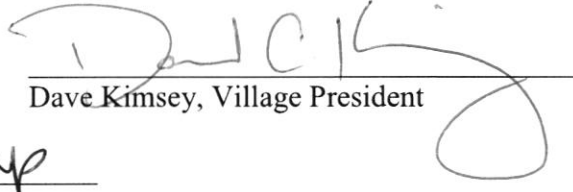
Section 7. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 12 day of September, 2017.

	YES	NO	ABSENT	PRESENT
TERRY FOUNTAIN	X			
BRETT GERGER	X			
NINA LINDHORST			X	
RYAN MANN	X			
MATT MAU			X	

PAUL SCHERSCHEL	X			
DAVE KIMSEY				
TOTAL	4	0	2	0

APPROVED by the President of the Village of Chatham, Illinois this 12 day of September, 2017.



 Dave Kimsey, Village President

Attest:


 Amy Dahlkamp, Village Clerk

EXHIBIT A
MUNICIPAL UTILITY EASEMENT

**PERMANENT
EASEMENT**

Sangamon County

**THIS DOCUMENT PREPARED BY
& AFTER RECORDING MAIL TO:**

**Gregory E. Moredock
Sorling Northrup
1 N. Old State Capitol Plaza
Suite 200
P.O. Box 5131
Springfield, Illinois 62705**

MUNICIPAL UTILITY EASEMENT

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR, SNOF SERVICES, INC., an Illinois corporation, (hereinafter "Grantor" or "Owner") does hereby grant and convey to the GRANTEE, the VILLAGE OF CHATHAM, an Illinois Municipal Corporation, its successors, assigns and/or designees, (hereinafter "Grantee" or "Village") a temporary and permanent easement for the purposes of surveying, construction, operation, maintenance, testing, inspecting, repairing, removing, replacing, using and controlling an underground water main, together with all appurtenant and related fixtures, systems and other equipment (collectively the "Utility") in, upon, under, across, through, over and along the real estate described on Exhibit A, attached hereto, and incorporated herein by this reference (the "Easement Area"), together with all reasonable rights of ingress and egress across adjoining lands of the Owner necessary for the exercise of the rights granted herein.

The grants of the easements herein contained are made solely upon the conditions and limitations herein contained, and the Village, by its acceptance of such grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. Reserved Rights. The Owner hereby reserves the right to use the Easement Area in any manner that will not prevent or interfere with the exercise of the rights granted herein; provided, however, that the Owner shall not obstruct, permit to be obstructed, or create any hazardous condition on the Easement Area. In addition, Grantor covenants and agrees that no trees, building or structures shall be erected or constructed on the Easement Area without the Grantee's written consent, and that the present grade or ground level of the Easement Area shall

not be changed by excavation or filling by more than (1) one foot from existing levels without Grantee's written consent. The cost of removing any future unauthorized obstruction shall be paid by the Owner.

The Village expressly acknowledges and permits the following: all existing structures including but not limited to: a 36' x 40' patio structure to remain partially overlapping the Easement Area, existing RV sites, water lines, sewer lines, roads, fences, and parking lots. Said structures as constructed as of the recording of this instrument shall not be subject to the preceding paragraph.

2. Restoration. In the event that the Easement Area, or any improvement or appurtenance permitted to be placed thereon under this instrument by the Owner, or any tenant then in possession, is disturbed or damaged by the Village or any of its contractors, agents or employees in connection with the rights granted to the Village under this instrument, the Village shall promptly restore the Easement Area, improvement or appurtenance which was so disturbed or damaged to, as nearly as practicable, its former condition, or shall pay to the Owner or tenant then in possession the actual damages to the Easement Area, improvement or appurtenance. If the parties are unable to agree on the cost of the actual damages, either party may take such action as provided by law to have the obligation determined and enforced. Grantee shall perform all work in a good and workmanlike manner and as expeditiously as possible so as to minimize interference with the use of Grantor's property, including, where applicable, the planting, harvesting and growing of agricultural crops and the flow of pedestrian and vehicular traffic, and Grantee shall restore such Easement Area to a condition as good as or better than that which existed prior to such installation, maintenance, repair and replacement, at Grantee's sole cost and expense. The Grantee shall use its best efforts to minimize the actual loss of income suffered by Grantor as a result of Grantee's access to the water main.

3. Hold Harmless. The Village agrees that it will save and hold the Owner harmless from all claims, causes, actions, suits, damages or demands, in law or in equity, which may arise out of, or as a consequence of, the negligence of the Village, or any of its contractors, agents or employees, in undertaking any work relating to the Utility under this instrument.

4. Special Covenants. The Owner covenants to and with the Village that, subject to existing non-exclusive easements, if any, covering the Easement Area, the Owner has good and lawful right and power, alone and without necessity of consent from any other party, to grant and convey such rights to the Village under this instrument, and the Owner will forever warrant and defend title to the rights herein granted to the Village and the quiet enjoyment thereof against the claims and demands of all others.

5. Access Rights. Grantor provides to Grantee the permission and authority to: (1) enter upon such portions of the Easement Area as may be reasonably necessary for the purposes of constructing, maintaining, repairing, replacing and operating the underground water main and exercising the rights of Grantee as set forth in this easement; and (2) enter in a reasonable manner upon such portions of the property owned by the Grantor outside the Easement Area to exercise the rights and perform the obligations of the Grantee as set forth in this easement,

including constructing, maintaining, repairing, replacing and operating the underground water main and exercising any other rights set forth in this easement. Grantee shall provide at least a 15 day notice to Grantor prior to entry except in times of a bona fide emergency.

6. Obstacles & Obstructions. Grantee shall have the right to clear and remove any obstacles and obstructions which will impede or interfere with Grantee's rights hereunder, including the right temporarily to open or remove and to close fences located on or across the Easement Area, which prevent, interfere with or hinder Grantee's use of the Easement Area. If it becomes necessary at any time for Grantee to temporarily open or remove a fence or any part thereof, or damage a fence or gate, or remove any improvements including, but not limited to, any structures, pavilions, RV sites, water lines, sewer lines, roads, or parking lots Grantee will, at its cost, restore the same to as good or better a condition as it was prior to said access by Grantee. All trees which are cut shall be cut to ground level. The Grantee will not leave trees or brush windrowed on the Grantor's property, but trees/brush which are cut from the property to enable Grantee to make the permitted use of the Easement Area shall be completely removed from the Easement Area. Portions of the Real Estate crossing non-tillable areas which are disturbed by Grantee's use shall be reseeded to grass if applicable and appropriate. Grantee will make all reasonable efforts to ensure any debris resulting from Grantee's use of the Easement Area or work relating to the water main to which the Easement Area pertains, will be removed within 21 days, weather and landowner permitting, after Grantee's work has been concluded.

7. No Lien. Grantee shall not place or cause to be placed any lien to stand against the Easement Area or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or adjoining property owned by Grantor at the direction or sufferance of Grantor and/or any of Grantors assigns, successors or agents. In the event of any such lien attaching to the Easement Area, the adjoining property owned by the Grantor or any improvements thereon, Grantee shall immediately have such lien released and failure by Grantee to do so shall constitute a breach of this Easement and agreement.

8. Compliance with Laws. All construction, maintenance, alteration, replacement, operation and repair of the Easement Area by Grantee shall comply with all applicable laws, statutes, building codes and regulations of general application (collectively "Laws"). This easement does abrogate or supersede any applicable Laws requiring the parties to obtain permits, licenses, inspections or approvals in order to construct, maintain, alter, replace, operate or repair the underground water main within the Easement Area as contemplated herein.

9. No Warranties; Integration. Grantee acknowledges that Grantor has not been induced in the making, execution, and delivery of this easement by any representations, statements, warranties or agreements of Grantor. This easement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

10. Binding Effect. All rights, title and privileges herein granted shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

11. Severability. 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.

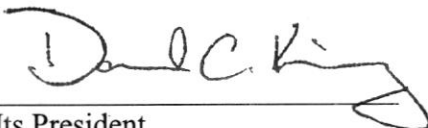
12. Limitation. This instrument is executed and accepted with the express understanding that the Grantee is not bound to do or perform any act, or provide consideration except as herein expressly provided.

IN WITNESS WHEREOF, the undersigned Owner binds his/her heirs, executors, administrators and assigns to the grant of this Temporary and Permanent Easement.

DATED this 12 day of September, 2017.

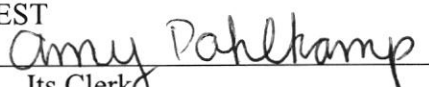
ACCEPTED AND AGREED TO:

VILLAGE OF CHATHAM:

By: 
Its President

GRANTOR:


Signature

ATTEST
By: 
Its Clerk

Amy Dahlkamp, Clerk
Printed name and title

EXHIBIT A
MUNICIPAL UTILITY EASEMENT
LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16 IN TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS WITH SAID PART BEING A 40 FOOT WIDE PERMANENT EASEMENT BEING FURTHER DESCRIBED AS FOLLOWS:

THE NORTH 40 FEET OF PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE QUARTER QUARTER SECTION LINE 44.04 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 16; THENCE EAST 1236.66 FEET TO THE WEST RIGHT OF WAY LINE OF INTERSTATE ROUTE 55; THENCE SOUTH ON AFORESAID RIGHT OF WAY LINE 915.82 FEET; THENCE WEST PARALLEL TO AFORESAID QUARTER QUARTER SECTION LINE 1236.66 FEET; THENCE NORTH PARALLEL TO AFORESAID RIGHT OF WAY LINE 915.82 FEET TO THE POINT OF BEGINNING, CONTAINING 26.00 ACRES, MORE OR LESS.

EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS: COMMENCING AT A STONE MARKING THE NORTHWEST CORNER OF AFORESAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 40.04 FEET TO A FOUND PIPE, SAID PIPE BEING 1236.66 FEET WEST OF THE WEST RIGHT OF WAY LINE OF INTERSTATE ROUTE 55; THENCE SOUTH PARALLEL WITH AFORESAID RIGHT OF WAY LINE 704.48 FEET TO A SET PIN MARKING THE POINT OF BEGINNING; THENCE EAST PARALLEL WITH THE NORTH LINE OF AFORESAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER 1236.66 FEET TO A SET PIN ON THE AFORESAID WEST RIGHT OF WAY LINE; THENCE SOUTH ON AFORESAID RIGHT OF WAY LINE 211.34 FEET TO A FOUND PIPE; THENCE WEST PARALLEL WITH THE NORTH LINE OF AFORESAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER 1236.66 FEET TO A FOUND PIN; THENCE NORTH PARALLEL WITH AFORESAID WEST RIGHT OF WAY LINE 211.34 FEET TO THE POINT OF BEGINNING.

A PART OF TAX ID NO. 29-16-400-023

COMMON ADDRESS: 9683 PALM ROAD
CHATHAM, IL 62629