Approved 6/12/18- Revised 6/26/18
Res 33-18.

RESOLUTION NO. 30-18

A RESOLUTION APPROVING A MUNICIPAL UTILITY EASEMENT AGREEMENT BETWEEN THE VILLAGE OF CHATHAM AND THE GREATER SPRINGFIELD HINDU TEMPLE

WHEREAS, the Village of Chatham ("Village") is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, the Greater Springfield Hindu Temple is an Illinois not-for-profit corporation ("Temple") that owns certain real estate located in the Village, commonly known as 1001 West Walnut Street ("Property"); and

WHEREAS, the Village needs and the Temple is willing to provide, an easement along the Property for electrical utility purposes;

WHEREAS, the Village believes it is in the best interest of the Village to approve the Municipal Utility Easement Agreement with the Temple.

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

- **Section 1.** Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.
- Section 2. Approval of Easement Agreement. The Village Board hereby approves the Municipal Utility Easement Agreement, attached as Exhibit A, and authorizes the Village President and Village Clerk to execute and record the agreement and any other necessary paperwork to effectuate the easement.
- **Section 3.** Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

	17.	-1	
SO RESOLVED this	<u> </u>	June	, 2018.

	YES	NO	ABSENT	PRESENT
TERRY FOUNTAIN	X			
BRETT GERGER	X			
NINA LINDHORST			+	
RYAN MANN	X			
MATT MAU	X			
PAUL SCHERSCHEL	X			
DAVE KIMSEY				
TOTAL	5	0	1	

APPROVED by the Presidence APPROVED, 2018.	dent of the Village of Chatham, Illinois this 12 day of
·y	Dave Kimsey, Village President
Attest:	Note: ised
Amy Dahlkamp, Village Clerk	* Reviolis 18
	Res

PERMANENT EASEMENT

Sangamon County, Illinois

THIS DOCUMENT PREPARED BY AND AFTER RECORDING MAIL TO:

Lisa Harms Hartzler
Sorling Northrup
1 North Old State Capitol Plaza,
Suite 200
P.O. Box 5131
Springfield, IL 62705

MUNICIPAL UTILITY EASEMENT

This EASEMENT AGREEMENT is entered into by and between the GRANTOR, THE GREATER SPRINGFIELD HINDU TEMPLE, an Illinois not-for-profit corporation (hereinafter "Grantor" or "Owner"), and the GRANTEE, the VILLAGE OF CHATHAM, an Illinois Municipal Corporation, its successors, assigns and/or designees, (hereinafter "Grantee" or "Village").

RECITALS

- **A.** Grantor is the owner of certain real estate located in Sangamon County, Illinois, and commonly known as 1001 West Walnut Street, Chatham, Illinois, 62629.
- **B.** The parties have determined that it is in their best interests for the Grantor to grant and the Village to accept an easement in and along the property for electrical utility purposes.

THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration as described herein, the receipt and adequacy of which are hereby acknowledged, the parties mutually agree as follows:

AGREEMENT

1. Grant of Easement. The Grantor hereby grants and conveys to the Village, and the Village hereby accepts, a perpetual easement in, on, over, under, through and across that portion of the Property legally described on Exhibit A attached hereto and further depicted on a "Permanent Utility Easement Plat" attached hereto as Exhibit B (the "Easement Premises") for

the uses and purposes described herein, together with all reasonable rights of ingress and egress across the Property necessary for the exercise of the rights herein granted.

- 2. Permitted Use. Grantor consents to and acknowledges that the Village has constructed and installed an electrical utility line on the Easement Premises. The Village and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the Village, shall have the right, privilege, and easement to use and occupy the Easement Premises at all times convenient and necessary for purposes of surveying, locating, constructing, operating, controlling, maintaining, inspecting, improving, altering, protecting, removing, replacing, repairing or abandoning the electrical utility facilities that have been installed, and any purposes incidental thereto.
- 3. New Primary Electrical Line. Grantor may install or request that Village install a new primary electric line ("New Primary Line") within the Easement Premises to serve the development of Grantor's real estate at 1001 West Walnut Street, Chatham, Illinois. At the request of Grantor and in an amount not to exceed \$11,000.00, Village shall purchase or reimburse Grantor for the purchase of a new transformer and 15 kv-rated primary wire required for the New Primary Line. Grantor shall furnish and pay for all conduits, structural material (including but not limited to a transformer pad), metering, and disconnecting equipment required to satisfactorily install the New Primary Line.
- 4. Restoration of Property. After any use of the Easement Premises by the Village, the Village shall restore the surface and ground disturbed by the Village to substantially the same condition as existed prior to such use, to the extent such prior condition is consistent with the Village's permitted use hereunder; provided, however, that Village shall not be responsible for the restoration of the Easement Premises after installation of the New Primary Line.
- 5. Indemnity. The Village shall indemnify and hold the Grantor harmless from any claims and actions in law and in equity which may arise out of or as a consequence of the negligence of the Village or its authorized agents, servants or employees, in the exercise of the rights granted herein, except to the extent resulting from Grantor's negligence or intentional misconduct.
- 6. Exclusivity. The Village agrees that Grantor shall have the right to grant other nonexclusive easements over, along, or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and provided, further, that the Village shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.
- 7. **Grantor's Use.** Owner hereby reserves the right to use the Easement Premises in any manner that will not prevent or interfere with the exercise by the Village of the rights granted hereunder; provided, however, that owner shall not obstruct, or permit to be obstructed, the Easement Premises at any time whatsoever without the express prior written consent of the Village.
- 8. Assignment. The Grantor agrees that the Village may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate

assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that Grantor's interest in the Easement Premises shall be protected to the same extent as hereunder

- 9. Authority and Warranty of Title. Each party executing this Easement Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Easement Agreement. The Grantor represents and warrants to the Village that the Grantor is the owner of the Property and has the right, title and capacity to convey the Easement Premises to the Village.
- 10. Cooperation. The Grantor and the Village agree to cooperate and execute all future documents, including, but not limited to, any instrument if so requested by either party to confirm this Easement Agreement, re-grant this Easement Agreement, or as may be necessary or desired for recording purposes.
- 11. Binding Effect. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, assigns, and legal representatives.
- 12. Entire Agreement. This Easement Agreement represents the entire agreement between the Grantor and the Village and supersedes any prior agreements relating to the subject matter of this Easement Agreement. This Easement Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

IN WITNESS WHEREOF, the parties have duly executed this instrument, or have caused this instrument to be executed by their duly authorized officers, as of the date written below.

DATED this	day of	, 2018.

SIGNATURES ON THE FOLLOWING PAGE

ACCEPTED AND AGREED TO:

GRANTOR THE GREATER SPRINGFIELD HINDU TEMPLE:	GRANTEE VILLAGE OF CHATHAM:		
By:	I4- D		
Printed name and title	Printed name		
ATTEST: By:	ATTEST: By:		
Its	Its Clerk		

STATE OF ILLINOIS)			
COUNTY OF SANGAMON))	SS.
I, the undersigned, a Notary Pur HEREBY CERTIFY that of said corporation appeared before me this day in person and delivered the foregoing instrument as his/act and deed of said corporation, for the undersigned in the said corporation, and the said corporation in the undersigned in the said corporation.	orofit corporate, whose name d acknowledg	, of THE GRI tion, personally leads to to the control of the c	EATER SPRINGFIELD known to me to be the the foregoing instrument, ficer, signed, sealed, and as the free and voluntary
Given under my hand and notarial	seal this	day of	, 2018.
	Notary Pu	blic	
	•		
STATE OF ILLINOIS) COUNTY OF SANGAMON)	SS.		
I, the undersigned, a Notary Public in an that, as Illinois municipal corporation, personall subscribed to the foregoing instrument, at that he or she signed, sealed, and delivered voluntary act of the Village of Chatham for the statement of the village of Chatham for the village	y known to n ppeared before ed said instrun	of the VILLA ne to be the same e me this day in penent, pursuant to	GE OF CHATHAM, and person whose name is erson and acknowledged authority, as the free and
Given under my hand and seal, this	_ day of		, 2018.
	Notary Pu	blic	
Exempt under provisions of Paragraph (a) of Section 31-45 of the Real Estate Transfer Tax Law, 35 ILCS 200/31-45.			
Dated:			
Buyer, Seller or Representative			

EXHIBIT A MUNICIPAL UTILITY EASEMENT LEGAL DESCRIPTION

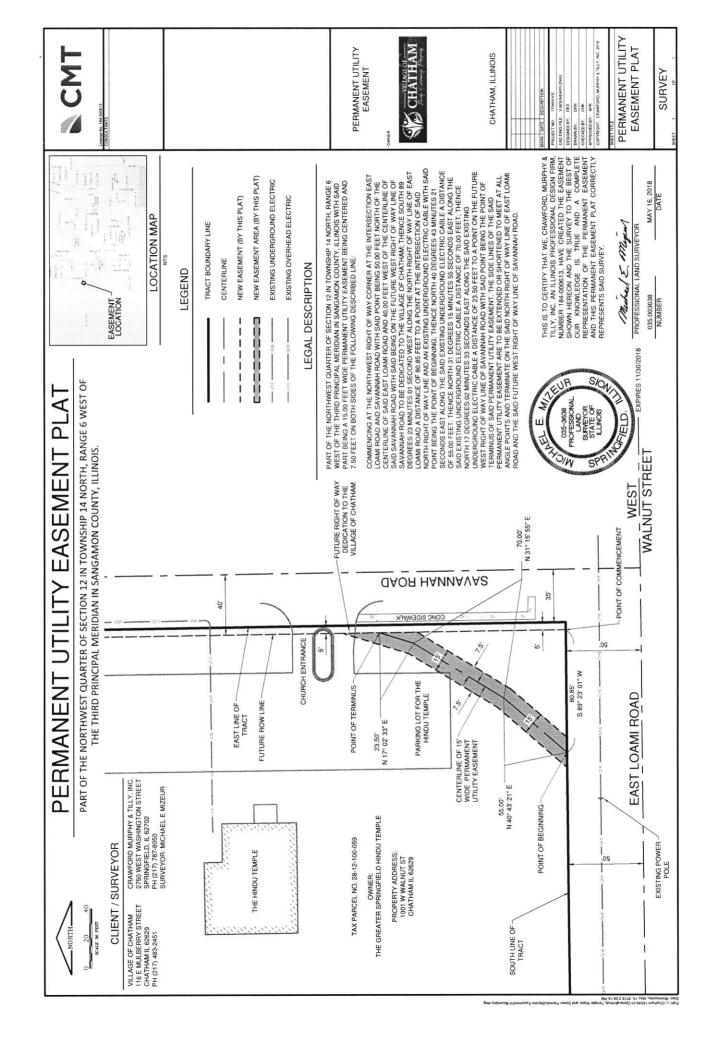
PART OF THE NORTHWEST QUARTER OF SECTION 12 IN TOWNSHIP 14 NORTH, RANGE 6 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS WITH SAID PART BEING A 15.00 FEET WIDE PERMANENT UTILITY EASEMENT BEING CENTERED AND 7.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST RIGHT OF WAY CORNER AT THE INTERSECTION EAST LOAMI ROAD AND SAVANNAH ROAD WITH SAID POINT BEING 50.00 FEET NORTH OF THE CENTERLINE OF SAID EAST LOAMI ROAD AND 40.00 FEET WEST OF THE CENTERLINE OF SAID SAVANNAH ROAD WITH SAID BEING ON THE FUTURE WEST RIGHT OF WAY LINE OF SAVANNAH ROAD TO BE DEDICATED TO THE VILLAGE OF CHATHAM; THENCE SOUTH 89 DEGREES 23 MINUTES 01 SECOND WEST ALONG THE NORTH RIGHT OF WAY LINE OF EAST LOAMI ROAD A DISTANCE OF 80.85 FEET TO A POINT AT THE INTERSECTION OF SAID NORTH RIGHT OF WAY LINE AND AN EXISTING UNDERGROUND ELECTRIC CABLE WITH SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 40 DEGREES 43 MINUTES 21 SECONDS EAST ALONG THE SAID EXISTING UNDERGROUND ELECTRIC CABLE A DISTANCE OF 55.00 FEET; THENCE NORTH 31 DEGREES 15 MINUTES 55 SECONDS EAST ALONG THE SAID EXISTING UNDERGROUND ELECTRIC CABLE A DISTANCE OF 70.00 FEET; THENCE NORTH 17 DEGREES 02 MINUTES 33 SECONDS EAST ALONG THE SAID EXISTING UNDERGROUND ELECTRIC CABLE A DISTANCE OF 23.50 FEET TO A POINT ON THE FUTURE WEST RIGHT OF WAY LINE OF SAVANNAH ROAD WITH SAID POINT BEING THE POINT OF TERMINUS OF SAID PERMANENT UTILITY EASEMENT. THE SIDE LINES OF THE SAID PERMANENT UTILITY EASEMENT ARE TO BE EXTENDED OR SHORTENED TO MEET AT ALL ANGLE POINTS AND TERMINATE ON THE SAID NORTH RIGHT OF WAY LINE OF EAST LOAMI ROAD AND THE SAID FUTURE WEST RIGHT OF WAY LINE OF SAVANNAH ROAD.

Part of PIN: 28-12-100-059

1001 West Walnut Street Chatham, IL 62629

EXHIBIT B



PERMANENT EASEMENT

Sangamon County, Illinois

THIS DOCUMENT PREPARED BY AND AFTER RECORDING MAIL TO:

Lisa Harms Hartzler Sorling Northrup 1 North Old State Capitol Plaza, Suite 200 P.O. Box 5131 Springfield, IL 62705

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DATED this	day of	, 2018.
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SIGNATURES ON THE FOLLOWING PAGE

ACCEPTED AND AGREED TO:

GRANIOR THE GREATER SPRINGFIELD HINDU TEMPLE:	GRANTEE VILLAGE OF CHATHAM:		
By:	I. D '1 .		
Printed name and title	Printed name		
ATTEST: By:	ATTEST: By:		
Its	Its Clerk		

STATE OF ILLINOIS)) 66
COUNTY OF SANGAMON)) SS.
I, the undersigned, a Notary Public HEREBY CERTIFY that HINDU TEMPLE, an Illinois not-for-profession of said corporate instrument, appeared before me this day in sealed, and delivered the foregoing instrument and voluntary act and deed of said corporate.	, of THI rofit corporation, person ion, whose name is a person and acknowledgement as his/her free and	E GREATER SPRINGFIELD ally known to me to be the subscribed to the foregoing ged that as such officer, signed, voluntary act, and as the free
Given under my hand and notarial	seal this day of _	, 2018.
	Notary Public	
STATE OF ILLINOIS) COUNTY OF SANGAMON)	SS.	
I, the undersigned, a Notary Public in and that, as, as	known to me to be the peared before me this dad said instrument, pursua	ILLAGE OF CHATHAM, and same person whose name is y in person and acknowledged and to authority, as the free and
Given under my hand and seal, this	day of	, 2018.
	Notary Public	
Exempt under provisions of Paragraph (a) of Section 31-45 of the Real Estate Transfer Tax Law, 35 ILCS 200/31-45.		
Dated:		
Buyer, Seller or Representative		

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Part of PIN: 28-12-100-059

1001 West Walnut Street Chatham, IL 62629

EXHIBIT B

