

JUL 17 2017

CITY OF COLUMBIA, ILLINOIS
ORDINANCE NO. 3337


City Clerk

**AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF AN
EASEMENT AGREEMENT BETWEEN BETHANY UNITED METHODIST
CHURCH AND THE CITY OF COLUMBIA, ILLINOIS**

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, Bethany United Methodist Church ("Church") is the owner of a tract of real property located at 1608 Hilltop Road, Columbia, Illinois 62236 ("Property"); and

WHEREAS, the City desires to install an emergency warning siren system at said Property; and

WHEREAS, the Church is willing to grant the City an Easement and an Access Easement to and for the benefit of the City for the City's installment of said emergency warning siren system on the Property; and

WHEREAS, the City and the Church desire to execute an Easement Agreement setting forth the terms and conditions for use of the Easement and Access Easement at the Property.

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

Section 1. That the preceding recitations in the upper part of this Ordinance are realleged, restated and adopted as paragraph one ("1") of this Ordinance.

Section 2. That an Easement Agreement, in substantially the same form and substance and attached hereto and incorporated herein as Exhibit "A", is hereby approved.

Section 3. That for and on behalf of the City, the Mayor is hereby authorized and directed to execute the aforementioned Agreement with the Church.

Section 4. This Ordinance shall take full force and effect after passage and approval by the Corporate Authorities.

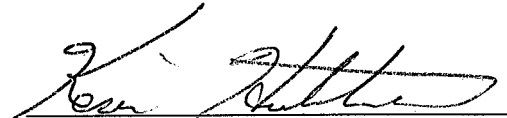
YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Reis, Holtkamp
and Martens.

NAYS: None.

ABSENT: None.

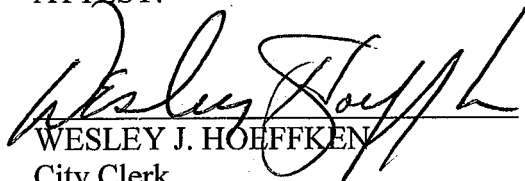
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 17th day of July, 2017.



KEVIN B. HUTCHINSON
Mayor
City of Columbia

ATTEST:



WESLEY J. HOEFFKEN
City Clerk
City of Columbia

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is granted and entered into as of July 17, 2017 (the "Effective Date") by and between BETHANY UNITED METHODIST CHURCH, 1608 Hilltop Road, Columbia, Illinois 62236 (the "Grantor"), and CITY OF COLUMBIA, ILLINOIS, an Illinois municipal corporation (the "Grantee").

WHEREAS, Grantor is the owner of certain real property located at 1608 Hilltop Road, Columbia, Illinois 62236.

WHEREAS, Grantee is an Illinois municipal corporation located at 208 S. Rapp Ave., Columbia, Illinois 62236.

WHEREAS, Grantee desires to install an emergency warning siren system on the property owned by Grantor.

WHEREAS, Grantor desires to grant Grantee an easement and an access easement to and for the benefit of Grantee for Grantee's installment of said emergency warning siren system on Grantor's property upon the terms and conditions set forth herein. A copy of the easement and access easement as well as the plat of easement depicting said easement and access easement is attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Easement.** Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, an easement on, over, and across part of Tax Lot 7C of Section 26, Township 1 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois, as shown on page 33 of Surveyor's Official Plat Record "A" in the Recorder's Office of Monroe County, Illinois, said easement being more particularly described as follows:

Beginning at a stone found which marks the southwest corner of said Tax Lot 7C; thence at an assumed bearing of North 00°26'36" West, along the west line of said Tax Lot 7C, a distance of 10.14 feet to a point which lies 10.00 feet, measured at right angles, north of the south line of said Tax Lot 7C; thence North 80°00'00" East, parallel to the south line of said Tax Lot 7C, a distance of 10.14 feet to a point which lies 10.00 feet, measured at right angles, east of the west line of said Tax Lot 7C; thence South 00°26'36" East, parallel to the west line of said Tax Lot 7C, a distance of 10.14 feet to the south line of said Tax Lot 7C; thence South 80°00'00" West, along the south line of said Tax Lot 7C, a distance of 10.14 feet to the Point of Beginning.

(hereinafter referred to as "Easement")

Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, a ten (10) feet wide easement for ingress and egress on, over and across part of Tax Lot 7C of Section 26, Township 1 South, Range 10 West of the Third Principal Meridian, Monroe County,

Illinois, as shown on page 33 of Surveyor's Official Plat Record "A" in the Recorder's Office of Monroe County, Illinois, said easement being five (5) feet on each side of the following described centerline:

Commencing at a stone found which marks the southwest corner of said Tax Lot 7C; thence at an assumed bearing of North 80°00'00" East, along the south line of said Tax Lot 7C, a distance of 10.14 feet to a point which lies 10.00 feet, measured at right angles, east of the west line of said Tax Lot 7C; thence North 00°26'36" West, parallel to the west line of said Tax Lot 7C, a distance of 5.07 feet to a point which lies 5.00 feet, measured at right angles, north of the south line of said Tax Lot 7C, said point being the Point of Beginning of the herein described centerline; thence North 80°00'00" East, parallel to the south line of said Tax Lot 7C, a distance of 419.34 feet; thence North 13°26'52" West, a distance of 75.80 feet; thence North 76°33'08" East, a distance of 21.86 feet to the westerly right of way line of a public highway known as Federal Aid Route 4 (a.k.a. Hill Top Road), being the Point of Termination.

(hereinafter referred to as "Access Easement")

2. **Installation and Maintenance.** The Grantee shall have the right to install, at its sole expense, a single emergency warning system pole, along with any necessary equipment attached to the same ("Installments"), upon the Easement and shall be solely responsible for maintaining any and all equipment installed on the Easement by Grantee.

3. **Termination.** The Access Easement herein granted may be terminated by Grantor upon not less than ninety (90) days prior written notice to Grantee. Grantor may not terminate the Access Easement without first providing Grantee with, and Grantee thereafter accepting, a new Access Easement granting Grantee alternative access to the Easement.

4. **Non-Disturbance.** Neither the landowner, Grantor, Grantee, nor any other person permitted to use the above property under the terms of this Easement Agreement may use the property in the Easement or Access Easement in a way that interferes with the Grantees' use of the same. Any obstructions or impediments to the use of the Easement or Access Easement may be removed, without notice, by the landowner, Grantor, Grantee or any other person permitted to use the above Easement or Access Easement and the cost of such removal shall be borne by the party that caused or that is responsible for such obstruction.

The Grantee herein covenants and warrants to the Grantors and its successors, assigns and grantees that any disruption or damage thereby caused by the entry upon or usage of the Easement or Access Easement by Grantee shall be restored to its original condition. The Grantee is not obligated to make any improvement on the Easement or Access Easement aside from said restoration.

5. **No Limitation of Remedies.** The rights and remedies contained in this Agreement and reserved to Grantor, Grantee, or their respective assigns and successors, except as otherwise provided in this Agreement, shall not be exclusive of any other right or remedy, but shall be cumulative and in addition to every other remedy now or hereafter existing at law, in

equity or by statute. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or nonperformance or as acquiescence in such delay or omission.

6. **Removal of Installments.** If the Installments are removed by or under the direction of the Grantee, its officials, employees, agents or contractors with the intent of the Grantee that said removal be permanent, the Grantee shall remain responsible for all costs associated with said removal and this Easement Agreement shall be deemed vacated.

7. **Modification.** This Easement Agreement may be modified only by written agreement executed by Grantor and Grantee.

8 **Headings.** The headings in this Easement Agreement are used as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Easement Agreement or in any way affect its terms.

9. **Severability.** If any term or provision of this Easement Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and each term and provision of this Easement Agreement shall be valid and shall be enforced to the extent permitted by law.

10. **Governing Law.** This Easement Agreement shall be construed according to and governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be duly executed on the day and year first above written.

GRANTOR:

BETHANY UNITED METHODIST CHURCH

By: Aimee K. Winter

Name: Aimee K. Winter

Title: Trustee

GRANTEE:

CITY OF COLUMBIA, ILLINOIS

By: Kevin B. Hutchinson

Name: Kevin B. Hutchinson

Title: Mayor

ACKNOWLEDGMENT

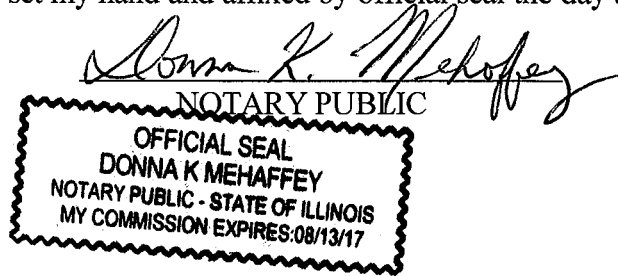
STATE OF ILLINOIS)
)
COUNTY OF MONROE) ss.

On this 17th day of July, 2017, before me appeared Kevin B. Hutchinson, to me personally known, who, being by me duly sworn did say that he is the Mayor of the City of Columbia, Illinois, an Illinois municipal corporation, and that said instrument was signed on behalf of such Illinois municipal corporation by authority of its City Council, and said Kevin B. Hutchinson acknowledged said instrument to be the free act and deed of said Illinois municipal corporation.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal the day and year first above written.

My Commission Expires: 08-13-2017

[SEAL]



ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF MONROE) ss.

On this 17th day of July, 2017, before me appeared Aimee K. Winter, to me personally known, who, being by me duly sworn did say that ~~he~~ she is the Trustee of Bethany United Methodist Church, and that said instrument was signed on behalf of said church, and Aimee K. Winter acknowledged said instrument to be the free act and deed on behalf of said church.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal the day and year first above written.

My Commission Expires: 08-13-2017

[SEAL]





391026

Instrument prepared and after recording return to:

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

DENNIS KNOBLOCH
MONROE COUNTY RECORDER
WATERLOO, IL
RECORDED ON
07/21/2017 09:57:01AM
MISC R FEE: 26.00
PAGES: 2
BOOK _____ PAGE _____

Above Space for Recorder's Use

EASEMENT

Bethany United Methodist Church, 1608 Hilltop Road, Columbia, Illinois 62236, as Grantor, in consideration of Five Hundred Dollars (\$500.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants, bargains, sells and conveys to the City of Columbia, Illinois, an Illinois municipal corporation, 208 S. Rapp Ave., Columbia, Illinois 62236, as Grantee, an easement on, over, and across part of Tax Lot 7C of Section 26, Township 1 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois, as shown on page 33 of Surveyor's Official Plat Record "A" in the Recorder's Office of Monroe County, Illinois, said easement being more particularly described as follows:

Beginning at a stone found which marks the southwest corner of said Tax Lot 7C; thence at an assumed bearing of North 00°26'36" West, along the west line of said Tax Lot 7C, a distance of 10.14 feet to a point which lies 10.00 feet, measured at right angles, north of the south line of said Tax Lot 7C; thence North 80°00'00" East, parallel to the south line of said Tax Lot 7C, a distance of 10.14 feet to a point which lies 10.00 feet, measured at right angles, east of the west line of said Tax Lot 7C; thence South 00°26'36" East, parallel to the west line of said Tax Lot 7C, a distance of 10.14 feet to the south line of said Tax Lot 7C; thence South 80°00'00" West, along the south line of said Tax Lot 7C, a distance of 10.14 feet to the Point of Beginning.

Subject to any easements, conditions, or restrictions of record.

(hereinafter referred to as "Property")

together with the free right on the part of the Grantee, its employees, agents and contractors to enter and depart over and across the property, insofar as the right to enter and depart is necessary to the proper use of any other right granted here.

The Grantee shall have the right to install, at its sole expense, a single emergency warning system pole, along with any necessary equipment attached to the same, upon the

Property and shall be solely responsible for maintaining any and all equipment installed on the Property by Grantee.

Neither the landowner, Grantor, Grantee, nor any other person permitted to use the above property under the terms of this Easement may use the Property in a way that interferes with the Grantees' use of the Property. Any obstructions or impediments to the use of the Property may be removed, without notice, by the landowner, Grantor, Grantee or any other person permitted to use the above Property and the cost of such removal shall be borne by the party that caused or that is responsible for such obstruction.

The Grantee herein covenants and warrants to the Grantors and its successors, assigns and grantees that any disruption or damage thereby caused by the entry upon or usage of the Property by Grantee shall be restored to its original condition. The Grantee is not obligated to make any improvement on the Property aside from said restoration.

If the emergency warning system is removed by or under the direction of the City, its officials, employees, agents or contractors with the intent of the City that said removal be permanent, the City shall remain responsible for all costs associated with said removal and this Easement shall be deemed vacated.

Dated: 7-14-17

BETHANY UNITED METHODIST CHURCH

Aimée K. Wister

Name: Aimée K. Wister

Title: Trustee

Subscribed and Sworn to me this 14th day of July, 2017

Lyndall Gregson
Notary Public



Dated: 07-17-2017

CITY OF COLUMBIA, ILLINOIS

Kevin B. Hutchinson

Kevin B. Hutchinson

Mayor for the City of Columbia, Illinois

Subscribed and Sworn to me this 17th day of July, 2017

Donna K. Mehafeey
Notary Public





391025

Instrument prepared and after recording return to:

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

DENNIS KNOBLOCH
MONROE COUNTY RECORDER
WATERLOO, IL
RECORDED ON
07/21/2017 09:57:00AM
MISC R FEE: 26.00
PAGES: 2
BOOK _____ PAGE _____

Above Space for Recorder's Use

ACCESS EASEMENT

Bethany United Methodist Church, 1608 Hilltop Road, Columbia, Illinois 62236, as Grantor, in consideration of Five Hundred Dollars (\$500.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants, bargains, sells and conveys to the City of Columbia, Illinois, an Illinois municipal corporation, 208 S. Rapp Ave., Columbia, Illinois 62236, as Grantee a ten (10) feet wide easement for ingress and egress on, over and across part of Tax Lot 7C of Section 26, Township 1 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois, as shown on page 33 of Surveyor's Official Plat Record "A" in the Recorder's Office of Monroe County, Illinois, said easement being five (5) feet on each side of the following described centerline:

Commencing at a stone found which marks the southwest corner of said Tax Lot 7C; thence at an assumed bearing of North 80°00'00" East, along the south line of said Tax Lot 7C, a distance of 10.14 feet to a point which lies 10.00 feet, measured at right angles, east of the west line of said Tax Lot 7C; thence North 00°26'36" West, parallel to the west line of said Tax Lot 7C, a distance of 5.07 feet to a point which lies 5.00 feet, measured at right angles, north of the south line of said Tax Lot 7C, said point being the Point of Beginning of the herein described centerline; thence North 80°00'00" East, parallel to the south line of said Tax Lot 7C, a distance of 150.00 feet; thence North 17°32'00" East, a distance of 95.59 feet; thence North 80°00'00" East, parallel to the south line of said Tax Lot 7C, a distance of 240.00 feet to the westerly right of way line of a public highway known as Federal Aid Route 4 (a.k.a. Hill Top Road), being the Point of Termination.

Subject to any easements, conditions, or restrictions of record.

(hereinafter referred to as "Property")

Neither the landowner, Grantor, Grantee, nor any other person permitted to use the above property under the terms of this Access Easement may use the Property in a

way that interferes with the Grantees' use of the Property. Any obstructions or impediments to the use of the Property may be removed, without notice, by the landowner, Grantor, Grantee or any other person permitted to use the above Property and the cost of such removal shall be borne by the party that caused or that is responsible for such obstruction.

The Grantee herein covenants and warrants to the Grantors and its successors, assigns and grantees that any disruption or damage thereby caused by the entry upon or usage of the Property by Grantee shall be restored to its original condition. The Grantee is not obligated to make any improvement on the Property aside from said restorations.

If the emergency warning system for which this Access Easement has been conveyed to the City is removed by or under the direction of the City, its officials, employees, agents or contractors with the intent of the City that said removal be permanent, the City shall remain responsible for all costs associated with said removal and this Access Easement shall be deemed vacated.

Dated: 7-14-17

BETHANY UNITED METHODIST CHURCH

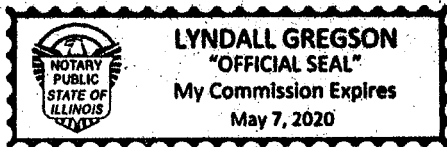
Aimee K. Winter

Name: Aimee K. Winter

Title: Trustee

Subscribed and Sworn to me this 14th day of July, 2017

Lyndall Gregson
Notary Public



Dated: 07-17-2017

CITY OF COLUMBIA, ILLINOIS

Kevin B. Hutchinson
Kevin B. Hutchinson

Mayor for the City of Columbia, Illinois

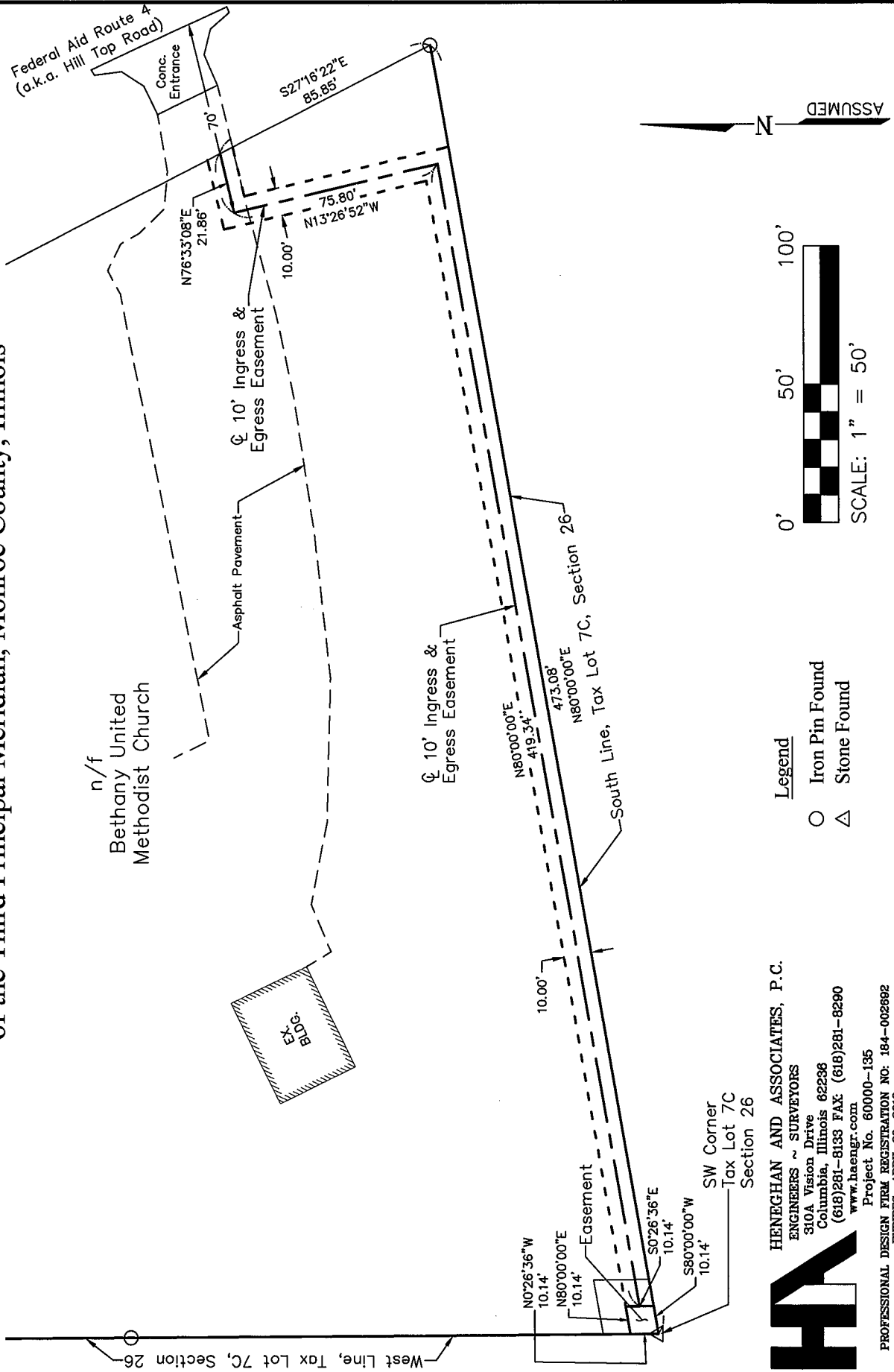
Subscribed and Sworn to me this 17th day of July, 2017

Donna K. Mehafeey
Notary Public



PLAT OF EASEMENT

of Part of Tax Lot 7C of Section 26, Township 1 South, Range 10 West
of the Third Principal Meridian, Monroe County, Illinois



H&A
HENEIGHAN AND ASSOCIATES, P.C.
 ENGINEERS ~ SURVEYORS
 310A Vision Drive
 Columbia, Illinois 62236
 (618)281-8133 FAX: (618)281-8290
 www.haengr.com
 Project No. 60000-135
 PROFESSIONAL DESIGN FIRM REGISTRATION NO: 184-002692
 EXPIRES: APRIL 30, 2019