

**AN ORDINANCE APPROVING A LICENCE AGREEMENT FOR
INSTALLATION OF A STORM SEWER SYSTEM AND A SUPPLEMENTAL
DECLARATION OF COVENANTS FOR PLAT 5, WILLOWS SUBDIVISION**

*BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS AS FOLLOWS:*

SECTION 1: That certain License Agreement pertaining to a storm sewer drainage system for Plat 5, Willows Subdivision by and between The Willows, LLC (“Developer”) and the City of Springfield, Illinois, the text of which is attached hereto as Exhibit A, is hereby approved, with such emendations as are necessary to render the instrument recordable.

SECTION 2: Upon acceptance of the drainage system, consisting of approval by the engineers for the Village of the system as constructed and its dedication by Developer, the Village will undertake the obligations of Developer under the License Agreement unless and until the License Agreement is terminated by the City of Springfield. The Village’s acceptance shall be further conditional upon the recordation by Developer of a Supplemental Declaration of Covenants, Conditions and Restrictions, the text of which is attached hereto as Exhibit B and hereby approved, with such emendations as are necessary to render the instrument recordable, and which provides, among other things, that the owners of lots in Plat 5 of the Willows Subdivision shall be responsible for any remediation, rerouting or replacement of the storm sewer system in the event the License Agreement is revoked or terminated by the City of Springfield.

SECTION 3: This Ordinance is effective immediately.

PASSED this 12TH day of AUGUST, 2008.

Thomas S Gray
VILLAGE PRESIDENT

ATTEST:

Paul Schaad BY Karl E. Tolt, DEPUTY CLERK
Village Clerk

AYES: 5- HEER, SCHATTENMAN, BOYLE, McGRATH, KAVANAGH

NAYS: 1- REYNOLDS

PASSED: 8-12-08

APPROVED: 8-12-08

ABSENT: 0



LICENSE AGREEMENT
FOR INSTALLATION OF STORM SEWER SYSTEM

This agreement made and entered into this ____ day of _____, 2008, between the City of Springfield, Illinois a municipal corporation, hereinafter called City, and The Willows, L.L.C., an Illinois Limited Liability Company, and its successors and assigns, hereinafter referred as Licensee.

Whereas, Licensee owns property adjacent to property owned by the City, and Licensee proposes to develop on its property a subdivision known as, "The Willows"; and

Whereas, the storm sewer system designed for said subdivision contemplates an extension on property owned by the City with an outfall to an existing grassy waterway on the City property; and

WHEREAS, the proposed work requires certain modifications and improvements to said waterway; and

WHEREAS, ownership and maintenance of the storm sewer system upon construction by the Licensee and acceptance by the Village of Chatham, Illinois will be in the name of and the responsibility of the Village of Chatham, Illinois; and

WHEREAS, the City is agreeable to the storm sewer system as proposed, subject to certain conditions, and Licensee requires authority to enter upon the property of the City to perform the proposed improvements.

Now Therefore, in consideration of the covenants hereinafter provided and the other good and valuable consideration, City hereby grants Licensee a license to construct and maintain a storm sewer and waterway modifications, as hereinafter described, over and across the following described property of the City:

See Exhibit A attached hereto and incorporated herein,

hereinafter, the "Property", with the right of access thereto for the purposes described herein.

It is expressly covenanted and agreed between the City and Licensee as follows:

1. Prior to performing any work contemplated to be performed under this license, Licensee shall notify the City, at its Property Management Center, Office of Public Utilities, to allow the City to monitor Licensee's faithful performance hereunder.

Exhibit
A

2. Licensee shall provide to the City, at its Property Management Center, a copy of the pollution prevention plan prepared in compliance with the National Pollutant Discharge Elimination System Storm Water Permit. Copies of weekly and rainfall event inspection forms shall be provided to the City by Licensee.

3. Licensee shall perform construction and waterway modification in accordance with construction plans dated March 12, 2008, submitted by Licensee and approved by the City's Land and Water Resources Department. Licensee shall stabilize any disturbance of the existing waterway by the placement of riprap. Specifically, the Licensee will install approximately 360 feet of 24 inch of storm sewer line within the existing waterway and return the waterway to its pre-existing elevation, and regrading of the waterway where necessary to allow for this. Licensee shall provide and place rip rap at the discharge point of the storm sewer to the existing waterway to serve as a check dam to slow discharge and collect sediment and debris. Licensee shall maintain rip rap on a regular basis. Licensee shall restore the final grade of the waterway to provide for the ability of farm equipment to traverse the area.

4. The Licensee shall have the right and obligation to restore to original grade, the surface of the Property used by virtue of this license, and also those areas of adjacent land used for access. Upon completion of construction, including the placement of 4" of topsoil on the disturbed area, Licensee shall immediately reseed the disturbed areas with suitable grass mixtures. Licensee shall follow erosion protection as outlined hereinafter.

5. Licensee shall restore, at its own expense, any fence or other improvement which was located on the Property or the areas of adjacent land used for access, that is moved or disturbed during use of this license, to, as nearly as possible, its condition immediately prior to construction.

6. The Licensee shall make reasonable efforts to preserve any trees, shrubbery, or other items of landscaping during use of this license, but the Licensee shall have the right to remove trees and shrubbery within the Property where such removal is reasonably necessary to the economical construction of the sewer system and for the access of equipment during construction. Trees over 4" diameter removed by the Licensee are to be replaced by the Licensee, with 2.5" diameter trees of the same or most similar type at places designated by the City. The planting of trees shall be done in a manner consistent with guidelines established by the Illinois Department of Conservation.

7. The Licensee shall make reasonable efforts to prevent soil erosion, both during and after use of this license. During construction, Licensee shall cover all excavated earth overnight and during periods when work is not being conducted in the area, by erosion netting or tarpaulin. Upon completion of construction and backfilling, Licensee shall complete reseeding as provided above and shall place a covering of excelsior blanket over the seeded areas. Licensee shall place bales of hay along natural water courses to prevent washing out of reseeded areas.

8. During the term of this license, the Licensee shall not cause, allow or permit any polluting materials to enter Lake Springfield, including but not limited to, soils, shrubbery, landscape waste, or construction materials. All actions taken by Licensee, its contractors, subcontractors, employees, agents, and the like, shall be done in accordance with all applicable laws, rules, regulations, and permits.

9. Licensee shall mark reseeded areas to indicate the sensitive nature of the surface and to restrict pedestrian and vehicle traffic.

10. Said sewer system and all facilities used or useful in connection therewith shall be installed at Licensee's sole risk and expense, with due diligence and in a workmanlike manner, and Licensee shall indemnify and save the City harmless from any loss, damage, or injury to person or property arising out of the operations hereunder by Licensee, its contractors, subcontractors, employees, agents, and the like, except such as may directly result from the willful and wanton misconduct of the City.

11. This agreement may be terminated by the City upon written notice to the Licensee of its failure to comply with the terms hereof and its failure within 10 days of the date of such notice to cure the non-compliance. Upon termination, the Licensee at its sole cost and expense shall: (1) remove the storm sewer system and its related facilities from the Property; and (2) restore the Property to its condition immediately prior to construction. After both obligations have been completed to the satisfaction of the City, Licensee's obligations hereunder, except for the indemnification provisions of paragraph 10 herein, shall also terminate.

12. Licensee shall be responsible for the continual and perpetual maintenance and repair of the storm sewer system and all elements of the construction plan such as rip rap, reseeding and slopes of the waterway.

13. This License may be assigned with the prior, written consent of the City, to be given in the City's sole discretion.

14. This License is binding upon any successors in interest of the City in the Property.

This license agreement is made and entered into by the City of Springfield pursuant to Ordinance No. _____.

In WITNESS WHEREOF, City has caused its corporate seal to be affixed hereto and its name to be signed by its Mayor and attested by its City Clerk this _____ day of _____, 2008, and Licensee has caused this agreement to be signed this _____ day of _____, 2008.

CITY OF SPRINGFIELD, a
municipal corporation

By _____
Its Mayor

ATTEST: _____
City Clerk

THE WILLOWS, L.L.C.

By _____
Its

ATTEST: _____
Its

LEGAL DESCRIPTION

PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT AN IRON PIPE MARKING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE AFOREMENTIONED SECTION 8, THENCE SOUTH 00 DEGREES 10 MINUTES 52 SECONDS EAST ALONG THE QUARTER SECTION LINE A DISTANCE OF 800.04 FEET TO AN IRON PIPE MARKING THE TRUE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 35 MINUTES 08 SECONDS EAST 20.00 FEET, THENCE SOUTH 00 DEGREES 10 MINUTES 52 SECONDS WEST 205.33 FEET, THENCE SOUTH 50 DEGREES 53 MINUTES 22 SECONDS EAST 417.52 FEET, THENCE SOUTH 73 DEGREES 22 MINUTES 02 SECONDS EAST 69.43 FEET, THENCE SOUTH 16 DEGREES 37 MINUTES 58 SECONDS WEST 40.00 FEET, THENCE NORTH 73 DEGREES 22 MINUTES 02 SECONDS WEST 77.38 FEET, THENCE NORTH 50 DEGREES 53 MINUTES 22 SECONDS WEST 418.58 FEET TO THE QUARTER SECTION LINE, THENCE NORTH 00 DEGREES 10 MINUTES 52 SECONDS WEST ALONG THE QUARTER SECTION LINE A DISTANCE OF 240.56 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.554 ACRE, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.

BASIS OF BEARING IS SOUTH 00 DEGREES 10 MINUTES 52 SECONDS EAST ALONG THE QUARTER SECTION LINE.

LEGEND

MAG NAIL: ▲
IRON PIPE: ○

I HEREBY CERTIFY THAT A SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THE FOREGOING PLAT ACCURATELY REPRESENTS THE RESULTS OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

Richard Tonellato
ILLINOIS PROFESSIONAL LAND SURVEYOR # 2590

4-15-08
DATE SIGNED



EXPIRES: 11/30/08

INGRESS-EGRESS DRAINAGE EASEMENT

IRON PIPE FD.
N.W. COR., N.E. 1/4,
SEC. 8, T.14N.,
R.5W., 3RD P.M.
MONUMENT RECORD
2008R15487

1/4 SECTION LINE
S 00°10'52" E
800.04'
N 89°35'08" E
20.00'

P.O.B.
N 00°10'52" W
240.65'
S 00°10'52" E
205.33'

PART OF THE N. 1/2, N.W. 1/4,
SEC. 8, T.14N., R.5W., 3RD P.M.

AREA = 0.554 ACRE
24,117 SQ. FT.

S 50°53'22" E 417.52'
N 50°53'22" W 418.58'

S 73°22'02" E
63.43'

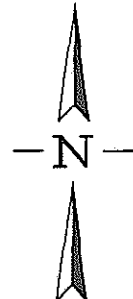
S 16°37'58" W
40.00'

N 73°22'02" W
77.38'

1/4, 1/4 SECTION LINE

MAG NAIL FD.
CENTER SEC. 8,
T.14N., R.5W., 3RD P.M.
MONUMENT RECORD
2008R15487

OWNER: CITY OF SPRINGFIELD %CWLP P.M.C.
TAX I.D. NO.: 29-08-200-014
TOWNSHIP: CAPITAL
FIELDWORK COMPLETED: 04/11/08
BASIS OF BEARING: ASSUMED MERIDIAN



0 100 200
SCALE IN FEET

REVISIONS	DATE	BY



GREENE & BRADFORD, INC.
OF SPRINGFIELD

CONSULTING ENGINEERS
3501 CONSTITUTION DRIVE
SPRINGFIELD, ILLINOIS 62711
(217) 793-8844, (217) 793-6227 FAX
PROFESSIONAL LAND SURVEYING FIRM NO. 048-000098

DATE	04/12/08
DRAWN	BISHOP
PROJ. NO.	08-012
FIELD BOOK	-
COMPUTER FILE NO.	08012EP.dwg
PLOT SCALE	1" = 100'

EXHIBIT A

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
PLAT FIVE, THE WILLOWS
CHATHAM, ILLINOIS**

This Declaration is dated this ____ day of _____, 2008, by The Willows, LLC (hereafter the "Declarant"), and is expressly intended to be applicable to Plat Five of The Willows Subdivision.

- A. The Declarant is the developer of a subdivision located in Chatham, Sangamon County, Illinois, commonly known as "The Willows" as more fully shown by the Plat of Subdivision filed among the land records of Sangamon County, Illinois as 2004-R-21184 on April 28, 2004.
- B. The Declarant has proposed Plat 5 of said Subdivision as is more fully shown by Exhibit A attached hereto (hereafter called the "Property").
- C. That a portion of the Property will drain onto another property adjacent to and east of the Property, which is currently owned by the City of Springfield, Illinois (hereafter "City").
- D. That the City has proposed a License Agreement for Installation of Storm Sewer System in the form attached hereto as Exhibit B (hereafter "License").
- E. That the Village of Chatham has agreed to undertake the perpetual maintenance responsibilities imposed by the License upon final acceptance of the public works constructed with respect to Plat 5, on the condition that that the owners of lots within the Property be responsible for any remediation, rerouting or replacement of said storm sewer system in the event that its removal is mandated by the City or the City revokes the License for any reason whatsoever.
- F. The Declarant hereby declares that the Property shall be held transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions set forth herein and in particular, the condition that the owners of lots within the Property be responsible for any remediation, rerouting or replacement of said storm sewer system in the event that (i) its removal is mandated by the City or (ii) the City revokes the License for any reason whatsoever.
- G. The Village of Chatham shall be a third party beneficiary of this Supplemental Declaration.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed and sealed on the date first written above.

**EXHIBIT
B**

DECLARANT: THE WILLOWS, LLC

By: _____
Its Manager

ORDINANCE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 08- 30, adopted by the President and Board of Trustees of said Village on the 12 day of AUGUST, 2008, said Ordinance being entitled:

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I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 12 day of AUGUST, 2008.

Pat Schrad BY Karl E. Talt, DEPUTY
Village Clerk, CLERK

