

RESOLUTION NO. 165-22

RESOLUTION APPROVING AN EASEMENT AGREEMENT FOR ELECTRICAL AND CONTROLS EQUIPMENT BETWEEN SOUTH SANGAMON WATER COMMISSION AND THE VILLAGE OF CHATHAM

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 South Sangamon Water Commission (“SSWC”) requests the Village enter into an Easement Agreement for Electrical and Controls Equipment (“Easement”) for the purpose of installing equipment associated with the emergency backup water supply agreement previously executed by the Village and SSWC; a true and correct copy of the Easement is attached hereto as **Exhibit A**; and,

WHEREAS, pursuant to the Easement, the Village grants, releases, assigns, conveys, and quitclaims unto SSWC a temporary construction easement upon, over, under, and across the real estate described in the Easement Exhibit “A”; and,

WHEREAS, the temporary construction easement granted by the Village onto SSWC pertaining such real property described in the Easement Exhibit “A” shall terminate upon completion of the construction; and,

WHEREAS, pursuant to the Easement, the Village grants, releases, assigns, conveys, and quitclaims unto SSWC a permanent construction, operating, and maintenance easement and right of way forever upon, over, under, and across the real estate described on in the Easement Exhibit “B”; and,

WHEREAS, the duration of the permanent construction, operating, and maintenance easement pertaining to the real estate described in the Easement Exhibit “B” shall be perpetual and constitute a covenant running with the land and shall be for the benefit and use of the Village and

SSWC, and shall terminate upon the expiration of the emergency backup water supply agreement executed and binding upon the Village and SSWC; and,

WHEREAS, upon termination of the permanent construction, operating, and maintenance easement pertaining to the real estate described in the Easement Exhibit "B", SSWC shall be allowed to remove its electrical and controls equipment and all other equipment apparatus and paraphernalia incidental to, from the easement area ; and,

WHEREAS, pursuant to the Agreement, SSWC warrants to the Village that SSWC will, after completion of the construction or repairs conducted on any of the premises hereto described, return the terrain of the used portion to as near as possible the same condition as it was prior to such construction and/or repair ; and,

WHEREAS, the Village President and Board of Trustees of the Village believe it is in the best interest of the Village to agree to the terms of the Easement with SSWC for the consideration contained therein.

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. The Village Board hereby accepts and authorizes the Easement, attached as **Exhibit A**, to be executed by the Village President and Village Clerk, and then returned to SSWC for recording.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

**EASEMENT AGREEMENT FOR
ELECTRICAL AND CONTROLS
EQUIPMENT**

Return to:

South Sangamon Water Commission
9199 Buckart Rd.
Rochester, IL 62563

Prepared by:

Randall W. Segatto
Barber, Segatto, Hoffee, Wilke & Cate, LLP
P.O. Box 79
Springfield, IL 62705-0079
217/544-4868

THIS AGREEMENT made this 8 day of Nov., 2022, by and between VILLAGE OF CHATHAM, ILLINOIS, a Municipal Corporation, hereinafter referred to as Grantor, and SOUTH SANGAMON WATER COMMISSION, hereinafter called the Grantee.

WITNESSETH:

In consideration of the sum of one dollar (\$1.00) paid by Grantee, and of the mutual covenants, conditions and stipulations conformed in this easement agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually covenanted, stipulated and agreed by and between the parties as follows:

1. The Grantor does hereby grant, release, assign, convey and quitclaim unto the Grantee a temporary construction easement upon, over, under and across the real estate described on Exhibit "A" attached hereto and made part hereof for the purpose of installing Electrical and Controls Equipment associated with the emergency backup water supply agreement executed by the Grantor and Grantee and all other equipment, apparatus and paraphernalia incidental to.

The temporary construction easement shall terminate upon completion of construction.

2. The Grantor does hereby grant, release, assign, convey and quitclaim unto the Grantee a permanent construction, operating, and maintenance easement and right of way forever upon, over, under and across the real estate described on Exhibit "B" attached hereto and made part hereof for the purposes of owning, installing, operating, maintaining, repairing, reconstructing and replacing the Electrical and Controls equipment associated with the emergency backup water supply agreement executed by the Grantor and Grantee and for all other equipment, apparatus and paraphernalia incidental to.

3. The duration of the easement established by paragraph 2 herein shall be perpetual and shall constitute a covenant running with the land and shall be for the benefit and use of the Grantee and Grantor. Notwithstanding the foregoing, the easement established in paragraph 2 shall terminate at the expiration of the emergency backup water supply agreement executed by the Grantor and Grantee. At the termination of the easement, the Grantee shall be allowed to removed its Electrical and Controls equipment and all other equipment apparatus and paraphernalia incidental to from the easement area.

4. This Agreement shall be and is obligatory and binding upon the Grantor, its successors, grantees and assigns and the Grantee and its successors, grantees and assigns.

5. Grantor hereby grants that it and its successors, grantees and assigns will permit the Grantee, by and through its proper officers, agents or employees at any and all times, when necessary or convenient to do so, to go over and upon the above described lands in order to perform any and all acts necessary or convenient for the Grantee to operate, maintain or repair the Electrical and Controls equipment properly to carry into effect the purposes for which this easement is made. Grantor further agrees not to molest, disturb or in any other manner interfere with the Grantee officers, agents or employees in regard to the clearing, trenching for, laying, constructing, maintaining, operating or repairing the Electrical and Controls equipment.

6. The Grantee warrants to Grantor that it will, after the construction or repair conducted on any of the premises above described, return the terrain of the used portion to as near as possible the same condition as it was prior to construction or repair. The Grantee agrees to reseed all disturbed grass areas.

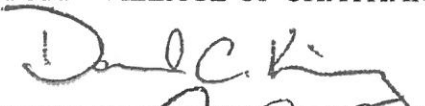

7. The Grantee agrees to indemnify and hold harmless the Grantor, its successors, grantees and assigns, from any and all liability occasioned by acts of Grantee, its officers, agents, invitees, independent contractors, and employees occurring during the course of any construction, maintenance, operation or repair upon the premises described herein except for those matters caused by the Grantor's or its legal representative's, employee's or agent's negligence or misconduct.

8. The Grantor and Grantee affirmatively states it has taken the appropriate authorizing actions to enter into this agreement.

Exempt under provision of Paragraph (e), 35 ILCS 200/31-45, Real Estate Transfer Tax Act.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in duplicate, on the date heretofore stated.

GRANTOR: VILLAGE OF CHATHAM GRANTEE: SOUTH SANGAMON WATER COMMISSION

By  Its President By _____ Its Chairman
Attested to:  Its Village Clerk Attested to: _____ Its Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, as President and Village Clerk of the Village of Chatham, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered that said instrument as said President and Village Clerk, as their free and voluntary act, for the uses and purposes therein set forth, pursuant to a Resolution of the Board Trustees of the Village of Chatham.

Given under my hand and Notarial Seal this _____ day of _____, 2022.

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JAMES G. ROTH and LAURA VANPROYEN, as Chairman and Clerk, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered that said instrument as said Chairman and Clerk, as their free and voluntary act, for the uses and purposes therein set forth, pursuant to the authority of the Board of Commissioners of the South Sangamon Water Commission.

Given under my hand and Notarial Seal this _____ day of _____, 2022.

Notary Public

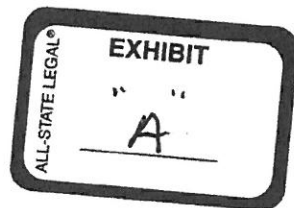
334899

**TEMPORARY EASEMENT DESCRIPTION
FOR
SOUTH SANGAMON WATER COMMISSION**

Part of Lot 1 of Lakeside Estate Subdivision, being part of the Northeast Quarter (NE¼) of Section 9, Township 14 North, Range 5 West of the Third Principal Meridian, as per Plat recorded in Plat Book 15 at Page 51, except, however, the West 161 feet of said Lot 1 and except also, the South 100 feet of said Lot 1, situated in Sangamon County, Illinois.

Being more particularly described as follows:

Commencing at the Southeast corner of above said Lot One; thence North 00°37'45" West along the East line of said Lot One, 100.00 feet to the Southeast corner of a parcel of property owned by the Village of Chatham, Illinois, Tax ID# 29-09.0-226-004, said corner being the true point of beginning; thence South 88°15'33" West along the South line of said Village of Chatham parcel, 40.00 feet; thence North 00°37'45" West parallel with the East line of said Lot One, 40.00 feet; thence North 88°15'33" East, 26.7 feet to the Easterly line of said Lot One; thence Southeasterly along the Easterly line of said Lot One 42.5 feet more or less to the true point of beginning.

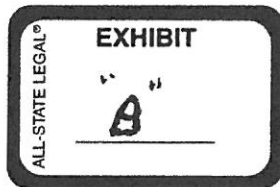


**PERMANENT EASEMENT DESCRIPTION
FOR
SOUTH SANGAMON WATER COMMISSION**

Part of Lot 1 of Lakeside Estate Subdivision, being part of the Northeast Quarter (NE¼) of Section 9, Township 14 North, Range 5 West of the Third Principal Meridian, as per Plat recorded in Plat Book 15 at Page 51, except, however, the West 161 feet of said Lot 1 and except also, the South 100 feet of said Lot 1, situated in Sangamon County, Illinois.

Being more particularly described as follows:

Commencing at the Southeast corner of above said Lot One; thence North 00°37'45" West along the East line of said Lot One, 100.00 feet to the Southeast corner of a parcel of property owned by the Village of Chatham, Illinois, Tax ID# 29-09.0-226-004, said corner being the true point of beginning; thence South 88°15'33" West along the South line of said Village of Chatham parcel, 20.00 feet; thence North 00°37'45" West parallel with the East line of said Lot One, 20.00 feet; thence North 88°15'33" East, 15.7 feet to the Easterly line of said Lot One; thence Southeasterly along the Easterly line of said Lot One 20.8 feet more or less to the true point of beginning.



BENTON & ASSOCIATES, INC.
 SANGAMON COUNTY, ILLINOIS
 EMERGENCY BACK UP CONNECTION
 SITE PLAN

1870 W. Lafayette Ave., Jacksonville, IL 62550
 (217) 245-4146 (217) 245-4149 fax

Mapleton, Illinois
 Robert Messert
 Robert Messert
 License No. 1241

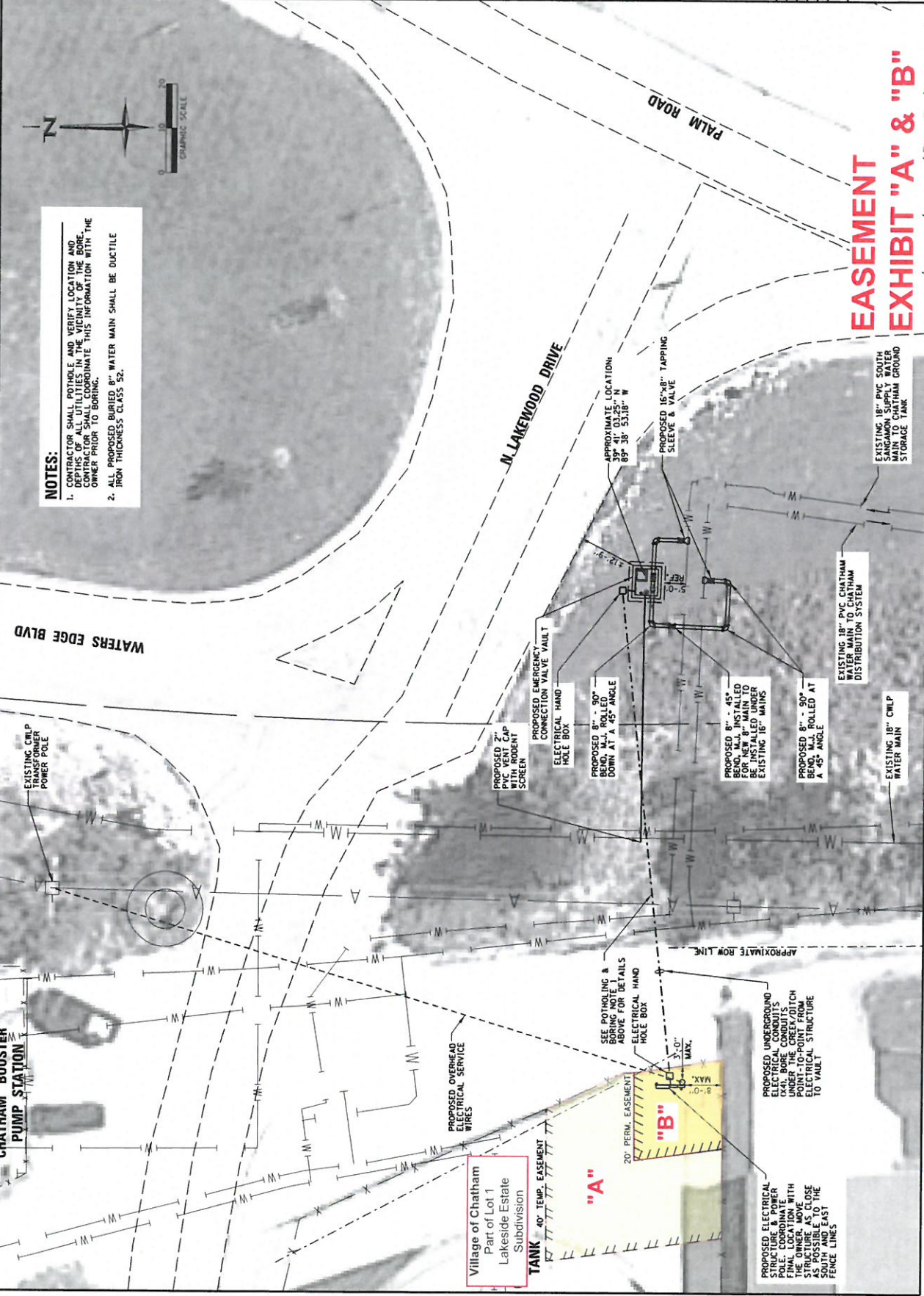
DATE: _____
 DESIGNED BY: _____
 CHECKED BY: _____
 APPROVED BY: _____
 APPROVED DATE: _____

PERMIT SET
 Job No. 20E2450

C-001

NOTES:

1. CONTRACTOR SHALL VERIFY LOCATION AND DEPTHS OF ALL UTILITIES IN THE VICINITY OF THE PROJECT PRIOR TO BORING. THIS INFORMATION WITH THE OWNER SHALL BE COORDINATE THIS INFORMATION WITH THE OWNER PRIOR TO BORING.
2. ALL PROPOSED BURIED 8" WATER MAIN SHALL BE DUCTILE IRON THICKNESS CLASS 52.



**EASEMENT
 EXHIBIT "A" & "B"**

**CHATHAM BOOSTER
 PUMP STATION**

**Village of Chatham
 Part of Lot 1
 Lakeside Estate
 Subdivision
 TANK**

EXISTING 18" PVC SOUTH
 SANGAMON SUPPLY WATER
 MAIN TO CHATHAM GROUND
 STORAGE TANK

EXISTING 18" PVC CHATHAM
 WATER MAIN TO CHATHAM
 DISTRIBUTION SYSTEM

EXISTING 18" CHTP
 WATER MAIN

PROPOSED ELECTRICAL
 SERVICE UNDER
 OVERHEAD WIRE
 POLE. COORDINATE
 FINAL LOCATION WITH
 OWNER. WIRE MOVES
 AS CLOSE AS POSSIBLE TO THE
 SOUTH AND EAST
 FENCE LINES

PROPOSED UNDERGROUND
 ELECTRICAL SERVICE
 UNDER THE CREEK/DITCH
 POINT-TO-POINT FROM
 ELECTRICAL SERVICE
 TO VAULT

SEE POT-HOLING &
 BORING NOTE 1
 ABOVE FOR DETAILS

PROPOSED 8" - 90°
 BEND, M.A. ROLLED
 DOWN AT A 45° ANGLE
 FOR NEW 8" MAIN TO
 BE INSTALLED UNDER
 EXISTING 18" MAINS

PROPOSED 2" VENT
 CAP WITH VENT
 SCREEN

PROPOSED EMERGENCY
 CONNECTION VALVE VAULT
 ELECTRICAL HAND
 HOLE BOX

PROPOSED 16"x8" TAPPING
 SLEEVE & VALVE

APPROXIMATE LOCATION:
 39° 41' 03.25" N
 89° 38' 53.18" W

SO RESOLVED this 8 day of November, 2022, at Chatham, Sangamon County,
Illinois.

	YES	NO	ABSENT	PRESENT
KRISTEN CHIARO	✓			
MEREDITH FERGUSON	✓			
JOHN FLETCHER	✓			
BRETT GERGER	✓			
TIM NICE	✓			
CARL TRY	✓			
DAVE KIMSEY				
TOTAL	6	0	0	0

APPROVED by the President of the Village of Chatham, Illinois this 8 day of November, 2022.


Dave Kimsey, Village President

Attest:


Dan Holden, Village Clerk

EXHIBIT A