



Incorporated in 1869

Village of Rochester

SANGAMON COUNTY, ILLINOIS

FILED

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Don J. Hay
Sangamon County Clerk

ORDINANCE
NUMBER 16-25

**AN ORDINANCE APPROVING THE ACQUISITION OF A PERMANENT EASEMENT
FOR ITS SOUTH EAST REGIONAL LIFT STATION**

DAVID L. ARMSTRONG, Village President
LYNN LANGDON, Village Clerk

MARIBETH EANDI
HAROLD HENDRICKSON
JOE HILL
WAYNE LIKEN
STACIA MUNROE
DOUG ZOBRIST
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Rochester

on October 11, 2016

ORDINANCE NO. 16-25

AN ORDINANCE APPROVING THE ACQUISITION OF A PERMANENT EASEMENT FOR ITS SOUTH EAST REGIONAL LIFT STATION

WHEREAS, the Village of Rochester (“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 permanent easement on certain real property situated in Sangamon County, Illinois with a legal description attached hereto as **Exhibit 1** (“Property”); and

WHEREAS, the owner of the Property wishes to grant a permanent easement to the Village limited to the right to operate, maintain, repair, replace and remove a sanitary sewer line under and through the land described in attached Exhibit 1, together with ingress and egress over and across said land described in Exhibit 1; and

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

WHEREAS, the parties have drafted a Permanent Agreement to fully set out the terms upon which said permanent easement will be conveyed which is attached hereto as **Exhibit 2**.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Rochester, 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 Permanent Easement. The Board of Trustees of the Village hereby approve the Permanent Easement as attached as **Exhibit 2** by and between the Village and the Roman Catholic Diocese of Springfield in Illinois Trustee Corporation, Trustee of St.

Jude Parish of Rochester, Sangamon County, Illinois, Real Estate Trust.

Section 3. Authorization. The Village President is hereby authorized to enter into the Permanent Easement attached hereto and take any such other and further acts necessary to complete the procurement of the permanent easement contemplated by this Ordinance.

Section 4. 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.

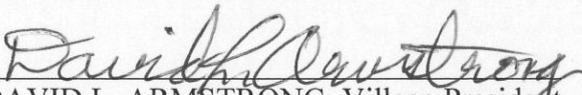
Section 5. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Rochester prior to the effective date of this ordinance.

Section 6. 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.

SO ORDAINED this 11 day of October, 2016, at Rochester, Sangamon County, Illinois.

	YES	NO	ABSENT	PRESENT
MARIBETH EANDI	X			
HAROLD HENDRICKSON	X			
JOE HILL	X			
WAYNE LIKEN			X	
STACIA MUNROE	X			
DOUG ZOBRIST	X			
DAVID ARMSTRONG	X			
TOTAL	6	0	1	

APPROVED by the President of the Village of Rochester, Illinois this 11 day of October, 2016.



DAVID L. ARMSTRONG, Village President

Attest:



LYNN LANGDON, Village Clerk

**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**

PERMANENT EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, **THE ROMAN CATHOLIC DIOCESE OF SPRINGFIELD IN ILLINOIS TRUSTEE CORPORATION, TRUSTEE OF ST. JUDE PARISH OF ROCHESTER, SANGAMON COUNTY ILLINOIS, REAL ESTATE TRUST** of the State of Illinois for and in consideration of One Dollar (\$1.00), in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration given, does hereby grant and quit claim unto the **VILLAGE OF ROCHESTER**, an Illinois municipal corporation (the "Grantee") and its contractors, employees and assigns a non exclusive permanent easement (the "Easement") upon the following described land (the "Easement Area"):

See Legal Description Attached as Exhibit A.

Grantee's use of the Easement Area pursuant to this Easement is limited to the right to operate, maintain, repair, replace and remove a sanitary sewer line under and through the land described in attached Exhibit A, together with ingress and egress over and across said land described in Exhibit A.

Nothing herein shall be construed to prohibit the Grantor from altering, improving or using the Easement Area so long as such improvement or alternations do not substantially interfere with the scope or purposes of the Easement granted herein.

Grantee (and its successors and assigns) further herein agrees to hold Grantor harmless as to any and all claims, causes of action, liability, loss and/or damage (including reasonable attorneys

fees) resulting from use of Easement and/or Easement Area by Grantee (and/or its successors and assigns).

Grantee shall return the Easement Area to a reasonably similar condition as it was in prior to any disturbance of the same by Grantee. Grantee will compensate Grantor (or Grantor's tenant at Grantor's direction) for any crop damage incurred by Grantor or tenant resulting from Grantee's (and/or its successors and assigns) use of Easement and/or Easement Area.

This Easement shall run with the land and shall be binding upon all successors, and assigns of the parties hereto. The term 'Grantee' herein shall be read and deemed to include successors and/or assigns of the Grantee. The term 'Grantor' herein shall be deemed to include successors and/or assigns of the Grantor.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Authorized Signatory/Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Authorized Signatory/Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Authorized Signatory/Trustee or for the purpose or with the intention of binding said Authorized Signatory/Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically held by the Authorized Signatory/Trustee under the Trust, and this instrument is executed and delivered by said Authorized Signatory/Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as such Authorized Signatory/Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Authorized Signatory/Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Authorized Signatory/Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the Grantor has hereunder set his hand this 31st day of October, 2016

**GRANTOR: THE ROMAN CATHOLIC DIOCESE OF SPRINGFIELD IN ILLINOIS
TRUSTEE CORPORATION, TRUSTEE OF ST. JUDE PARISH OF ROCHESTER,
SANGAMON COUNTY ILLINOIS, REAL ESTATE TRUST**

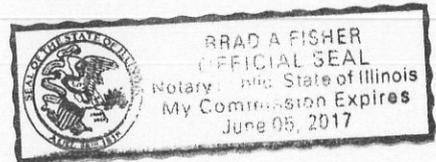
+ Thomas John Paprocki
Authorized Signatory /Trustee

COUNTY OF SANGAMON)
) SS
STATE OF ILLINOIS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that THOMAS JOHN PAPROCKI, personally known to me, appeared before me this day in person, in his capacity as such authorized signatory/Trustee, and acknowledged that he signed, sealed, and delivered, said instrument as, the free and voluntary act of **THE ROMAN CATHOLIC DIOCESE OF SPRINGFIELD IN ILLINOIS TRUSTEE CORPORATION, TRUSTEE OF ST. JUDE PARISH OF ROCHESTER, SANGAMON COUNTY ILLINOIS, REAL ESTATE TRUST** for uses and purposes therein set forth, pursuant to the terms of the trustee corporation.

Given under my hand and official seal this 31st day of October, 2016.

Brad A Fisher
Notary Public



Commission Expires June 5, 2017

(SEAL)

This Easement is accepted by the Village of Rochester, as Grantee, pursuant to the terms and conditions set forth herein.

Village of Rochester, a municipal corporation

By: David L. Armstrong
David L. Armstrong, Village President

STATE OF ILLINOIS)
) SS.
COUNTY SANGAMON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that David L. Armstrong, personally known to me to be the Village President of **the Village of Rochester, a municipal corporation**, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said municipality, for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 12th day of OCTOBER, A.D. 2016.



Deborah R. Elderton
Notary Public

EXHIBIT A

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 IN TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN IN SANGAMON COUNTY, ILLINOIS. SAID EASEMENT BEING 15.00 FEET BY 20.00 FEET AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH 1 DEGREE 19 MINUTES 10 SECONDS WEST ALONG THE WEST LINE OF THE SAID SOUTHEAST QUARTER A DISTANCE OF 410.56 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 29; THENCE SOUTH 54 DEGREES 04 MINUTES 05 SECONDS EAST ALONG THE SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 152.85 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF CARDINAL HILL ROAD; THENCE NORTH 70 DEGREES 44 MINUTES 16 SECONDS EAST ALONG THE SAID WEST RIGHT OF WAY LINE A DISTANCE OF 38.69 FEET; THENCE NORTH 35 DEGREES 55 MINUTES 56 SECONDS EAST ALONG THE SAID WEST RIGHT OF WAY LINE A DISTANCE OF 556.20 FEET; THENCE SOUTH 54 DEGREES 04 MINUTES 04 SECONDS EAST A DISTANCE OF 99.46 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF CARDINAL HILL ROAD SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 35 DEGREES 55 MINUTES 56 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 15.00 FEET; THENCE SOUTH 54 DEGREES 04 MINUTES 04 SECONDS EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 35 DEGREES 55 MINUTES 56 SECONDS WEST PARALLEL WITH THE SAID EAST RIGHT OF WAY LINE A DISTANCE OF 15.00 FEET; THENCE NORTH 54 DEGREES 04 MINUTES 04 SECONDS WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 300 SQUARE FEET MORE OR LESS.

BASIS OF BEARINGS WERE ASSUMED TO THE CENTERLINE OF CARDINAL HILL ROAD AT NORTH 35 DEGREES 55 MINUTES 56 SECONDS EAST.

PERMANENT EASEMENT
SOUTHEAST REGIONAL LIFT STATION
VILLAGE OF ROCHESTER

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