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DENNIS KNOBLOCH
MONROE COUNTY RECORDER
WATERLOO, IL
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CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 3429

**AN ORDINANCE APPROVING A COOPERATION AGREEMENT BETWEEN THE
CITY OF COLUMBIA, ILLINOIS, AND BRELLINGER LAND TRUST**

WHEREAS, the City of Columbia desires to enter into a *Cooperation Agreement* with the Brellinger Land Trust pertaining to the temporary culs-de-sac at the southern termini of Front Landing and Benjamin Drive; and

WHEREAS, the Illinois Municipal Code provides that local governing bodies may cooperate in the performance of their responsibilities by contracts and other agreements; and

WHEREAS, the City Council of the City of Columbia finds that the terms of the proposed *Cooperation Agreement* are fair and reasonable, and that the proposed *Cooperation Agreement* should be approved;

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

Section 1. The foregoing recitals are incorporated herein as findings of the City Council of the City of Columbia, Illinois.

Section 2. The proposed *Cooperation Agreement* between the City of Columbia, Illinois, and the Brellinger Land Trust (attached hereto as Exhibit A) is approved.

Section 3. That the Mayor is hereby authorized and directed to sign the aforementioned *Cooperation Agreement* on behalf of the City.

Section 4. This Ordinance shall become effective immediately after its passage and approval by the Corporate Authorities.

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

Martens.

NAYS: None.

ABSTENTIONS: None.

ABSENT: None.

PASSED by the City Council and APPROVED by the Mayor this 1st day of October, 2018.

Gene Ebersohl
KEVIN B. HUTCHINSON GENE EBERSOHL
Mayor PROTEM
City of Columbia

ATTEST:

Wesley J. Hoefken
WESLEY J. HOEFKEN
City Clerk
City of Columbia

**COOPERATION AGREEMENT BETWEEN THE CITY OF COLUMBIA,
ILLINOIS AND BRELLINGER LAND TRUST (A/K/A "BRELLINGER
TRUST") BY ITS TRUSTEE, DENNIS R. BRAND, PERTAINING TO
THE TEMPORARY CUL-DE-SACS AT THE SOUTHERN TERMINI OF
FROST LANDING AND BENJAMIN DRIVE**

THIS AGREEMENT is made and entered into between the CITY OF COLUMBIA, ILLINOIS (the "City"), a municipal corporation, and BRELLINGER LAND TRUST (a/k/a "Brellinger Trust") by its Trustee, Dennis R. Brand, (the "Trustee") this 27 day of September, 2018,

WITNESSETH:

WHEREAS, the Brellinger Trust is the owner of record of an approximate 32.36 acre tract of real estate located in the City of Columbia, Monroe County, Illinois, which it proposes to subdivide and develop as the Brellinger Fourth Addition Subdivision; said property being more particularly described as follows:

PART OF THE FRACTIONAL SOUTH ONE-HALF OF SECTION 4 AND PART OF TAX LOT 1 OF U.S. SURVEY 644, CLAIM 501, TOWNSHIP 1 SOUTH, RANGE 10 WEST, OF THE THIRD PRINCIPAL MERIDIAN, CITY OF COLUMBIA, MONROE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT WHICH MARKS THE SOUTHWEST CORNER OF "BRELLINGER SECOND ADDITION SUBDIVISION", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS IN ENVELOPE 2-233A; THENCE ALONG THE SOUTHERLY LINE OF "BRELLINGER SECOND ADDITION SUBDIVISION", THE FOLLOWING COURSES AND DISTANCES: THENCE AT AN ASSUMED BEARING OF SOUTH $62^{\circ}01'20''$ EAST, A DISTANCE OF 250.04 FEET TO AN IRON PIN FOUND; THENCE NORTH $55^{\circ}51'56''$ EAST, A DISTANCE OF 546.93 FEET TO AN IRON PIN FOUND; THENCE SOUTH $53^{\circ}47'03''$ EAST, A DISTANCE OF 305.30 FEET TO AN IRON PIN FOUND; THENCE NORTH $41^{\circ}23'41''$ EAST, A DISTANCE OF 93.78 FEET TO AN IRON PIN FOUND; THENCE SOUTH $51^{\circ}39'21''$ EAST, A DISTANCE OF 266.24 FEET TO AN IRON PIN FOUND; THENCE NORTH $38^{\circ}20'39''$ EAST, A DISTANCE OF 55.26 FEET TO AN IRON PIN FOUND WHICH MARKS A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 326.00 FEET, A CENTRAL ANGLE OF $08^{\circ}47'40''$ AND A

CHORD OF 49.99 FEET WHICH BEARS NORTH $33^{\circ}56'49''$ EAST, AN ARC LENGTH OF 50.04 FEET TO AN IRON PIN FOUND WHICH MARKS THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $60^{\circ}15'04''$ EAST, A DISTANCE OF 99.53 FEET TO AN IRON PIN FOUND WHICH MARKS THE NORTHWESTERLY CORNER OF LOT 11 OF "BRELLINGER SUBDIVISION", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS IN ENVELOPE 2-173A; THENCE SOUTH $16^{\circ}50'59''$ EAST, ALONG THE WEST LINE OF "BRELLINGER SUBDIVISION", A DISTANCE OF 783.87 FEET TO AN IRON PIN FOUND WHICH MARKS THE SOUTHWEST CORNER OF LOT 8 OF SAID "BRELLINGER SUBDIVISION" AND LIES ON THE SOUTH LINE OF FRACTIONAL SECTION 4; THENCE NORTH $89^{\circ}17'26''$ WEST, ALONG THE SOUTH LINE OF FRACTIONAL SECTION 4, A DISTANCE OF 829.59 FEET TO A PIPE FOUND WHICH MARKS THE POINT OF INTERSECTION OF THE SOUTH LINE OF FRACTIONAL SECTION 4 WITH THE SOUTHEASTERLY LINE OF U.S. SURVEY 644, CLAIM 501; THENCE SOUTH $28^{\circ}36'33''$ WEST, ALONG THE SOUTHEASTERLY LINE OF U.S. SURVEY 644, CLAIM 501, A DISTANCE OF 348.54 FEET TO THE MOST SOUTHERLY CORNER OF TAX LOT 1 OF U.S. SURVEY 644, CLAIM 501; THENCE NORTH $61^{\circ}40'35''$ WEST, ALONG THE SOUTHWESTERLY LINE OF TAX LOT 1 OF U.S. SURVEY 644, CLAIM 501, A DISTANCE OF 1013.17 FEET TO A CONCRETE MONUMENT FOUND WHICH MARKS THE SOUTHEASTERLY CORNER OF LOT 292 OF "COLUMBIA LAKES IV", REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY, ILLINOIS IN ENVELOPE 2-253B; THENCE NORTH $27^{\circ}36'21''$ EAST, ALONG THE EASTERLY LINE OF SAID "COLUMBIA LAKES IV", A DISTANCE OF 694.46 FEET TO THE POINT OF BEGINNING, CONTAINING 32.36 ACRES, MORE OR LESS.

WHEREAS, the City has requested Brellinger Land Trust to construct street extensions at the Southern termini of Frost Landing and Benjamin Drive pending the further extensions of those streets.

NOW, THEREFORE, in consideration of the promises and the mutual agreements contained herein, it is agreed by and between the parties hereto as follows:

Section 1. Street Extensions. Brellinger Land Trust agrees as follows:

(A) Pending the further extensions of Frost Landing and Benjamin Drive beyond the Brellinger Fourth Addition Subdivision property lines, Brellinger Land Trust will within two (2) years of the approval of the Final Plat, construct a street extension, to the satisfaction of the City, within ten (10) feet of the property lines at the Southern termini of Frost Landing and Benjamin Drive. The street extensions shall be used as turn-arounds by the City, the residents of the subdivision and guests utilizing Frost Landing and Benjamin Drive in the subdivision. As such, the public is hereby granted an easement over the aforementioned tracts for the purposes of ingress, egress, vehicle travel, pedestrian travel, utilities and construction purposes.

(B) In order to facilitate prudent planning for the future, the City and Brellinger Trust envision the foregoing streets, along with the utility extensions and sidewalks to the adjacent properties be constructed by the developer of those properties consistent with the Final Plat of Brellinger Fourth Addition Subdivision and in compliance with the City's Subdivision Code and all other Ordinances and Codes of the City.

(C) A Letter of Credit issued by the First National Bank of Waterloo shall include and secure among other responsibilities, the obligations of the Brellinger Land Trust set out herein in paragraph (A) above.

Section 2. Time Period of Agreement. This Agreement shall be in full force and effect until the Southern termini of Frost Landing and Benjamin Streets are extended to the south and connected to street(s) which are beyond the current boundaries of Brellinger Fourth Addition Subdivision.

If the Southern termini of Frost Landing and Benjamin Drive or either of them are extended to the South and connected to street(s) which are beyond the current boundaries of Brellinger Fourth Addition Subdivision, the City shall within sixty (60) days of that occurrence vacate the easement that is granted by this Cooperation Agreement and sign and deliver to Brellinger Land Trust all documents necessary in order to vacate the easement and acknowledge that the obligations imposed on the Brellinger Land Trust by this Cooperation Agreement have been fully performed and complied with.

Section 3. Enforcement. This Cooperation Agreement shall be enforceable in any Court of competent jurisdiction by either of the parties hereto by an appropriate action at law or in equity to secure performance of the covenants herein.

Section 4. Severability. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severed from

the Agreement and the Agreement may be enforced with any such provision severed from the Agreement as modified.

Section 5. Binding Effect. The terms and provisions of this Cooperation Agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns, including successor municipalities of the City.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of September, 2018.

**CITY OF COLUMBIA, ILLINOIS, a
Municipal Corporation**

By: Gene Ebersohl Pro-Tem
Kevin Hutchinson, Mayor PRO TEM
GENE EBERSOHL

ATTEST,

Wesley J. Hoeffken
Wesley J. Hoeffken, City Clerk

STATE OF ILLINOIS)
) ss.

COUNTY OF MONROE)
Gene Ebersohl, Mayor Pro Tem

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that **KEVIN HUTCHINSON** and **WESLEY J. HOEFFKEN**, personally known to me and known to me to be the Mayor and the City Clerk, respectively, of the City of Columbia, Illinois, a Municipal Corporation, appeared before me, in person, this date, and acknowledged that they signed and delivered the above and foregoing document as their free and voluntary act and deed and as the free and voluntary act and deed of said City pursuant to enabling ordinance of the City duly enacted, for the uses and purposes therein set forth.

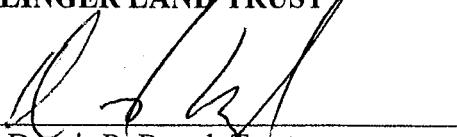
Subscribed and sworn to before me, a Notary Public, this 1st day of September, 2018.

Donna K. Mehaffey
Notary Public

MY COMMISSION EXPIRES: 08-21-21



BRELLINGER LAND TRUST

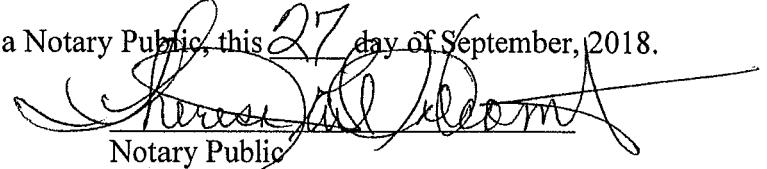
By: 

Dennis R. Brand, Trustee

STATE OF ILLINOIS)
)
COUNTY OF MONROE)
)

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that Dennis R. Brand, Trustee of the Brellinger Land Trust (a/k/a "Brellinger Trust"), known to me to be the same person whose name is subscribed to the foregoing document, appeared before me in person, this date, and acknowledged that he signed and delivered the above and foregoing document as his free and voluntary act and deed and as the free and voluntary act and deed of the Brellinger Land Trust (a/k/a "Brellinger Trust").

Subscribed and sworn to before me, a Notary Public, this 27 day of September, 2018.


Theresa Gail Holcomb
Notary Public

MY COMMISSION EXPIRES:



THIS DOCUMENT PREPARED BY:

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