

MAR 07 2011

ORDINANCE NO. 2852

**AN ORDINANCE TO GRANT AND APPROVE PERMANENT  
AND TEMPORARY EASEMENT DEEDS FOR THE CITY OF  
COLUMBIA'S MAIN STREET STREETSCAPE, PHASE I  
PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE  
AND THE CITY TO RECORD THE SAME.**

*J. Ronald Colyer*  
City Clerk

WHEREAS, the City of Columbia, Illinois (the "City") has determined that it requires the permanent and temporary easements in order to construct the renovation and improvement involved in the City's Main Street Streetscape, Phase I Project in the City;

WHEREAS, it is necessary and appropriate that the City grant the same for its subject Main Street Streetscape, Phase I project;

WHEREAS, City of Columbia, Illinois, 208 South Rapp Avenue, Columbia, Illinois has agreed to provide the required permanent and temporary easements for the price and/or on the terms set forth in the Easement Deeds which are granted and approved by this ordinance;

WHEREAS, it is necessary and appropriate that the City enact this ordinance to grant and approve the easements with the terms set forth in the easements and commit to do and perform its obligations under said easements so that the City can grant and approve the subject easements required for the accomplishment of its Main Street Streetscape, Phase I Project and the construction and installation of the City facilities involved therein.

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

**Section 1.** The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

**Section 2.** Attached hereto are the two (2) Permanent Easements and one (1) Temporary Easement from the City of Columbia, Illinois, which are granted and approved by this ordinance. The City hereby approves the form of the attached Easements and does hereby authorize and direct the Mayor to sign the same and does hereby authorize and direct the City Clerk to attest the same and affix thereto the corporate seal of the City.

**Section 3.** The City Council hereby authorizes and directs the City to record in the office of the Monroe County, Illinois Recorder the fully executed and attested Easements aforesaid and thereafter to file them with the permanent real estate records of the City.

**Section 4.** This Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

Alderman Ebersohl moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Niemietz, and the roll call vote was as follows:

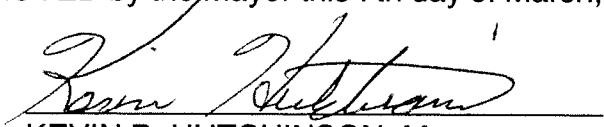
YEAS: Aldermen Ebersohl, Agne, Niemietz, Row, Hejna, Oberfell, Stumpf and Roessler.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 7th day of March, 2011.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

City of Columbia

Project Main Street Streetscape, Phase I  
Section 06-00045-00-PV  
County Monroe  
Sta. 22+95.17 Right  
Sta. 24+26.72 Right  
Parcel No. 04-15-370-012

**PERMANENT EASEMENT**

THIS INDENTURE WITNESSETH, That the Grantor, The City of Columbia, of Columbia, Illinois, for and in consideration of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby represents that it owns the fee simple title to and does by these presents GRANT, CONVEY, REMISE and RELINQUISH to the CITY OF COLUMBIA, a Municipal corporation and body both corporate and politic created and existing under and by virtue of the laws of the State of Illinois, with City Hall located at 208 South Rapp Avenue, Columbia, Illinois 62236, the Grantee, the permanent and perpetual right, privilege and easement to use and occupy for the purpose of constructing, installing, operating, maintaining, repairing, removing and replacing Portland cement sidewalk and the appurtenances appertaining thereto in, over, along and across the following described land of the Grantor.

A strip of land being 1.00 foot wide, being part of Lots 47A, 47B, 48A, and 48B of "Old Town," reference being had to the plat thereof recorded in the Recorder's Office of Monroe County, Illinois in Envelope 179B, described as follows:

Beginning at the intersection of the southerly right of way line of South Main Street (60 feet wide) and the westerly right of way line of Cedar Street (40 feet wide), said point also being the northwest corner of said Lot 48B; thence on an assumed bearing of South 66 degrees 21 minutes 54 seconds East along said southerly right of way line, 131.55 feet to the westerly line of said Lot 47A, said line also being the westerly right of way line of Cherry Street (40 feet wide); thence South 23 degrees 17 minutes 47 seconds West along said line, 58.00 feet; thence North 66 degrees 21 minutes 54 seconds West along a line 58.00 feet southerly and parallel to said southerly right of way line of South Main Street, 10.00 feet; thence North 23 degrees 17 minutes 47 seconds East along a line 10.00 feet westerly and parallel to said westerly right of way line of Cherry Street, 6.00 feet; thence North 66 degrees 21 minutes 54 seconds West along a line 52.00 feet southerly and parallel to said southerly right of way line of South Main Street, 121.53 feet to the easterly line of said Lot 48B, said line also being said easterly right of way line of Cedar Street; thence North 23 degrees 16 minutes 08 seconds East along said easterly line, 52.00 feet to the Point of Beginning.

Said parcel contains 6,900 square feet, or 0.1584 acre, more or less.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway construction uses and purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this \_\_\_\_\_ day of  
\_\_\_\_\_, A.D., 20\_\_\_\_.

## City of Columbia

By: \_\_\_\_\_ Signature

**Print Name and Title**

Attest:

By: \_\_\_\_\_  
Signature

**Print Name and Title**

The undersigned, a Notary Public, in and for said County and State aforesaid, does hereby certify that

\_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_

\_\_\_\_\_, who are 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 the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

My commission expires:

**NOTARY PUBLIC**

THIS INSTRUMENT REVIEWED AND APPROVED AS TO FORM BY:

**RETURN INSTRUMENT TO:**

Terry I. Bruckert # 6215815  
Attorney-at-Law  
Belsheim & Bruckert, LLC  
1002 East Wesley Drive, Suite 100  
O'Fallon, IL 62269  
Telephone (618) 624-4221

Ronald J. Williams, P.E.  
City Engineer/Public Works Director  
City of Columbia, Illinois  
208 S. Rapp Avenue  
Columbia, IL 62236  
Telephone (618) 281-7144

C MAIN STREET  
(60' WIDE)

40° W  
E CHERRY STREET

58.00

EX ROW  
S23°17'47" W

131.55'

EX ROW  
S66°21'54" E

40° W  
E CEDAR STREET

52.00

EX ROW  
N23°16'08" E

N/F CITY OF COLUMBIA  
04-15-370-012  
PERMANENT EASEMENT AREA  
REQUIRED = 6,900 SF

121.53'

LOT 48B

"OLD TOWN"  
AS SHOWN IN ENV 179B  
N66°21'54" W

LOT 47B

LOT 47A

LEGEND

PROPOSED CENTERLINE

EXISTING RIGHT OF WAY LINE

PROPOSED PERMANENT EASEMENT LINE

LOT LINE

SAME OWNERSHIP

POINT OF BEGINNING  
STREET ADDRESS  
POB  
(123 STREET)

PE  
E

PE  
N23°17'47" E  
6.00'  
N66°21'54" W  
10.00'

0 10' 20'  
GRAPHIC SCALE  
1"=10'

PERMANENT EASEMENT  
MAIN STREET  
CITY OF COLUMBIA  
MONROE COUNTY, IL  
GATES ASSOCIATES

City of Columbia

Project Main Street Streetscape, Phase I  
Section 06-00045-00-PV  
County Monroe  
Sta. 24+04.99 Right  
Sta. 24+26.70 Right  
Parcel No. 04-15-368-026

**PERMANENT EASEMENT**

THIS INDENTURE WITNESSETH, That the Grantor, The City of Columbia, of Columbia, Illinois, for and in consideration of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby represents that it owns the fee simple title to and does by these presents GRANT, CONVEY, REMISE and RELINQUISH to the CITY OF COLUMBIA, a Municipal corporation and body both corporate and politic created and existing under and by virtue of the laws of the State of Illinois, with City Hall located at 208 South Rapp Avenue, Columbia, Illinois 62236, the Grantee, the permanent and perpetual right, privilege and easement to use and occupy for the purpose of constructing, installing, operating, maintaining, repairing, removing and replacing Portland cement sidewalk and the appurtenances appertaining thereto in, over, along and across the following described land of the Grantor.

Part of Lot 18 of the "Original Town of Columbia, Illinois", reference being had to plat thereof recorded in the Recorder's Office of Monroe County, Illinois, in the Surveyor's Official Plat Record "A," on Page 28, described as follows:

Beginning at the southeast corner of said Lot 18, said point also being the intersection of the northerly right of way line of Main Street (60 feet wide) and the westerly right of way line of Cherry Street (40 feet wide); thence on an assumed bearing of North 66 degrees 21 minutes 54 seconds West along said southerly right of way line, 21.71 feet; thence North 23 degrees 28 minutes 06 seconds East along a line parallel to said westerly right of way line, 1.00 foot; thence South 66 degrees 21 minutes 54 seconds East along a line 1.00 foot northerly and parallel to said northerly right of way line, 20.71; thence North 68 degrees 33 minutes 06 seconds East, 1.41 feet to said westerly right of way line; thence South 23 degrees 28 minutes 06 seconds West along said westerly right of way line, 2.00 feet to the Point of Beginning.

Said parcel contains 22 square feet, or 0.0005 acre, more or less.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway construction uses and purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

**City of Columbia, Illinois**

By:

**Signature**

**Print Name and Title**

Attest:

By:

**Signature**

**Print Name and Title**

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ )  
 ) SS

The undersigned, a Notary Public, in and for said County and State aforesaid, does hereby certify that

\_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_

, who are 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 the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

My commission expires:

**NOTARY PUBLIC**

THIS INSTRUMENT REVIEWED AND APPROVED AS TO FORM

**RETURN INSTRUMENT TO:**

Terry I. Bruckert # 6215815  
Attorney-at-Law  
Belsheim & Bruckert, LLC  
1002 East Wesley Drive, Suite 100  
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Ronald J. Williams, P.E.  
City Engineer/Public Works Director  
City of Columbia, Illinois  
208 S. Rapp Avenue  
Columbia, IL 62236  
Telephone (618) 281-7144

City of Columbia  
Project Main Street Streetscape, Phase I  
Section 06-00045-00-PV  
County Monroe  
Sta. 23+61.99 Left  
Sta. 24+04.99 Left  
Parcel No. 04-15-368-026

**TEMPORARY CONSTRUCTION EASEMENT**

THIS INDENTURE WITNESSETH, That the Grantor, City of Columbia, County of Monroe and State of Illinois for and in consideration of the sum of Three Hundred Dollars (\$300.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby represents that it owns the fee simple title to and does by these presents GRANT, CONVEY, REMISE and RELINQUISH to the CITY OF COLUMBIA, a Municipal corporation and body both corporate and politic created and existing under and by virtue of the laws of the State of Illinois, with City Hall located at 208 South Rapp Avenue, Columbia, Illinois 62236, the Grantee, the right, privilege and easement to use and occupy temporarily, during the construction of the Main Street Streetscape in the City of Columbia, Illinois, and appurtenances belonging to it, for the accommodation of construction equipment, machinery, materials, and excavated earth, in, over, along and across the following described land of the Grantor.

Part of Lot 18 of the "Original Town of Columbia, Illinois", reference being had to plat thereof recorded in the Recorder's Office of Monroe County, Illinois, in the Surveyor's Official Plat Record "A", on Page 28, described as follows:

The south 1.00 foot of the westerly 43.00 feet of said Lot 18.

Said parcel contains 43 square feet, or 0.0010 acre, more or less.

The right, easement and privilege granted herein shall terminate December 31, 2012 or upon completion of the above-mentioned construction, whichever first occurs, and the Grantor will again hold all previously enjoyed rights.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway construction uses and purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to the Grantor's remaining property.

As a further consideration for the grant and conveyance of the Temporary Construction Easement involved herein, the Grantee agrees as follows:

(1) Following the construction of the Main Street Streetscape Project, the Grantee will remove from the property described above, all debris, surplus material and construction equipment and leave the premises in a neat and presentable condition. Surplus excavated earth will be used for filling and leveling on the premises (drainage elevations to be maintained), or hauled away at the option of the Grantor.

(2) If driveways or structures of the Grantor are damaged or removed by the Grantee's agents during their use of the easement herein granted and conveyed, Grantee will repair and restore them to a condition fully equal to that existing before construction operations began.

(3) Following completion of the Main Street Streetscape Project, Grantee will promptly restore to smooth surface contours and neat condition any portion of the above-described property that may have been disturbed by the Grantee's use thereof.

This Temporary Construction Easement, and the covenants and agreements contained in it will ensure to the benefit of, and be binding and obligatory on, the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the Grantor has set its hand, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

City of Columbia

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

Attest

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )SS

The undersigned, a Notary Public, in and for said County and State aforesaid, does hereby certify that \_\_\_\_\_ and \_\_\_\_\_, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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