RESOLUTION NO. 16-15

RESOLUTION AUTHORIZING ACCEPTANCE OF PERMANENT AND TEMPORARY EASEMENTS

WHEREAS, the Village of Morton is undertaking certain work in conjunction with underground CSO Flow Control; and

WHEREAS, it is necessary to obtain a Permanent and Temporary Construction Easement from Kniep Enterprises, a General Partnership consisting of David J. Kniep and Fred W. Kniep.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON, Tazewell County, Illinois, as follows:

1. That the Permanent Easement for Underground CSO Flow Control Structure in the form as attached as Exhibit A, and the Temporary Construction Easement in the form as attached as Exhibit B are hereby accepted by the Village of Morton.

BE IT FURTHER RESOLVED that this resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the President and Board of Trustees of the Village of Morton, Tazewell County, Illinois, this 3rd day of August, 2015; and upon roll call the vote was as follows:

AYES: Belsley, Dubb, Hernana, Kaufman

NAYS: Ø

ABSENT: Blunier, Keer

ABSTAINING: Ø

APPROVED this 3rd day of August, 2015.

R Rainson

President

ATTEST:

Joseph A. Gohl

Village Clerk

MORTON, TAZEWELL COUNTY
VILLAGE SEAL
ILLINOIS

This Document Prepared By:
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Morton, Illinois 61550-3407

PERMANENT EASEMENT FOR UNDERGROUND CSO FLOW CONTROL STRUCTURE

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THIS INDENTURE WITNESSETH, THAT THE GRANTOR, KNIEP ENTERPRISES, a General Partnership comprised of David J. Kniep and Fred W. Kniep, partners ("Grantor"), of the Village of Morton, County of Tazewell, State of Illinois, for and in consideration of the sum of Four Thousand One Hundred Three Dollars ($4,103.00) and other good and valuable consideration as set forth below, the receipt of which is hereby acknowledged, and of the covenants and agreements herein expressed, hereby grants unto the Village of Morton, a Municipal Corporation ("Grantee") a permanent easement for underground CSO flow control structure (STRUCTURE) on the property as described in Exhibit A ("Premises"), which is attached and made a part hereof.

The easement is for the construction and maintenance of the STRUCTURE. This grant includes a right of ingress and egress to the Premises from Main Street, Morton, Illinois for those purposes.

The Village of Morton shall have access to the structure on a monthly basis after 5:00 p.m. and before 8:00 a.m., and shall not unreasonably block access to Grantor's property while accessing the STRUCTURE. In the event of an emergency, the Village of Morton may have access to the STRUCTURE at the time of the emergency.

The Grantor herein for itself and its assigns covenants and agrees that no permanent building shall ever be constructed on the Premises herein described; provided, however, the surface of the Premises may be used for driveways and parking areas, which do not deny access to the Grantee for installation, maintenance or inspection purposes.

The Village of Morton will pay for all damages to persons or property caused by the construction, inspection or maintenance of such easement STRUCTURE and shall defend and indemnify, save, and hold harmless the Grantor from any loss, damage, or expense, including attorney's fees, constituting a legal liability which it may suffer, incur or sustain or for which it may become liable growing out of any injury to persons or to real or personal property caused by any of the work performed under this grant and easement.

EXHIBIT
A

The Grantee shall keep any equipment used or brought on the Grantor's property under its absolute and complete control at all times, and said equipment shall be used at the sole risk of the Grantee. The Grantor shall not be responsible in any manner for theft or damage to the equipment or other property of the Grantee.

The Grantee will not permit any mechanic's, materialmen's or other similar liens or claims to stand against the Grantor's property for labor and material furnished in connection with any activities performed therein by or on behalf of the Grantee. Upon reasonable and timely notice of any such lien or claim delivered to the Grantee by Grantor, the Grantee may bond and contest the validity and the amount of such lien, but Grantee will immediately pay any judgment rendered, will immediately pay all proper costs and charges, and will have the lien or claim released at is sole expense.

The Grantee agrees that it will notify Grantor at least ten (10) days prior to the beginning of any construction, repair, or maintenance in, over or upon the Grantor's property, such notice to include a description of the construction, repair or maintenance to be performed and an estimate of the duration of such work. In the event of an emergency, the ten day notice provision does not apply and Grantee shall give such notice as is reasonably practical.

Grantee, at Grantee's sole expense, hereby agrees to restore the property encompassed by this easement to a condition equal to or better than that existing prior to the construction or maintenance of the STRUCTURE. Restoration shall include replacing the sign and landscaping the area in a manner similar to its present condition. Landscaping shall be done by a third party acceptable to Grantor. Restoration shall also include the installation by Grantee of concrete to be utilized as a parking area and/or driveway covering the entire area of the Premises and the Easement Area as designated in a separate Temporary Construction Easement executed by the parties concomitant herewith, and covering the entire area back to the new concrete which Grantor previously installed. Said area encompasses the entire area between the two buildings and the area from the approach on Main Street back to the outside edge of the back wall facing First Street on the building commonly known as 325 S. First Street, Morton, Illinois. The concrete shall be poured in accordance with Village of Morton specifications for parking lots, but no less than 6" thick with appropriate drainage or drains installed to allow proper water flow without retention or other puddling of water on the premises. Grantee shall also stripe the parking lot in accordance with design specifications agreed to in advance by Grantor. Said work shall be completed immediately following construction of the STRUCTURE and shall always be replaced as such after any construction, repair or maintenance of the STRUCTURE.

To these covenants and agreements, the undersigned hereby bind themselves, and their assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on the 6th day of August, 2015.

KNIEP ENTERPRISES,
A General Partnership

By: _____
DAVID J. KNIEP, Partner

By: _____
FRED W. KNIEP, Partner

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for and residing in the County of Tazewell, in the State aforesaid, do hereby certify that KNIEP ENTERPRISES, a General Partnership, by DAVID J. KNIEP and FRED W. KNIEP, partners, 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 on behalf of the Partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of August, 2015.

Cynthia L. Coyle
Notary Public

OFFICIAL SEAL
CYNTHIA L. COYLE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 07-26-2019

ACCEPTANCE

Approved and accepted by the President and Board of Trustees of the Village of Morton at its regularly scheduled meeting held on the 3rd day of August, 2015.

_____
President

ATTEST:

_____
Village Clerk

MORTON, TAZEWELL COUNTY
VILLAGE SEAL
ILLINOIS

PERMANENT EASEMENT DESCRIPTION

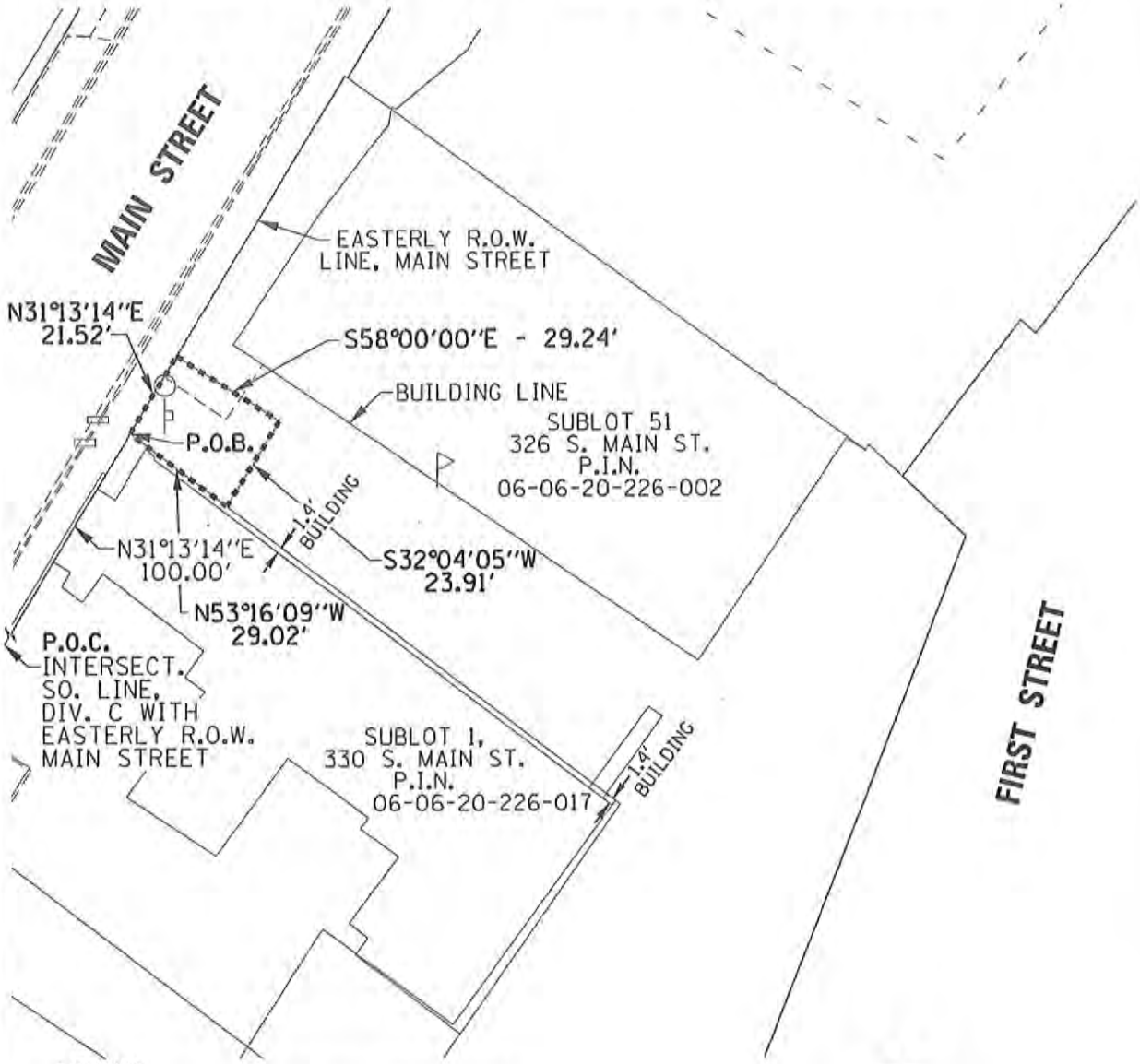
A PART OF SUBLOT 51 OF DIVISION "C" OF LOT 19 IN PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNDSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID DIVISION "C" WITH THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH MAIN STREET, THENCE NORTH 31°-13'-14" EAST (BEARINGS ARE FOR DESCRIPTIVE PURPOSES ONLY), ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER OF SUBLOT 1 OF SAID SUBLOT 51, AS SHOWN IN PLAT BOOK "CCC", PAGE 68 AT THE TAZEWELL COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 31°-13'-14" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 21.52 FEET, THENCE SOUTH 58°-00'-00" EAST, A DISTANCE OF 29.24 FEET; THENCE SOUTH 32°-04'-05" WEST, A DISTANCE OF 23.91 FEET TO A POINT ON THE NORTH LINE OF SAID SUBLOT 1; THENCE NORTH 53°-16'-09" WEST, ALONG SAID NORTH LINE OF SUBLOT 1, A DISTANCE OF 29.02 FEET TO THE POINT OF BEGINNING, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

EXHIBIT "A"

A PART SUBLOT 51 OF DIVISION "C" OF LOT 19 IN PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



LEGEND

P.I.N.	PARCEL ID NUMBER
◎	EXISTING MANHOLE
○	EXISTING AREA DRAIN
▭	EXISTING INLET
	EXISTING SIGN
	EXISTING MAILBOX
- - - - - - - -	PROPOSED EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

N

20 0 40 80

SCALE IN FEET

CLIENT: **VILLAGE OF MORTON**
MORTON, ILLINOIS

TITLE: **PERMANENT EASEMENT EXHIBIT**

PROJECT NO. MS14008
SHEET OF
DRAWING NO.

MILLENNIA PROFESSIONAL SERVICES

DSGN.	DJE		SCALE:	1" = 40'
DWN.	DJE		DATE:	6/03/15
CHKD.			PLOT DATE:	6-03-15

FILE NAME S:\2014\MS14008_MORTON_CMT_TOPO\Survey\Survey2\SCADD\Shfs\MS14008_perm_ease-exhibit.dgn

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Morton, Illinois 61550-3407

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, KNIEP ENTERPRISES, a General Partnership comprised of David J. Kniep and Fred W. Kniep, partners ("Grantor"), of the Village of Morton, County of Tazewell, State of Illinois, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements herein expressed, hereby grants unto the Village of Morton a Municipal Corporation ("Grantee"), a temporary easement in, over and across the property described in Exhibit A ("Easement Area"), which is attached and made a part hereof.

The temporary easement is for the purpose of constructing an underground CSO flow control structure (STRUCTURE) on the property described in Exhibit B ("Premises").

This grant includes the right of ingress and egress across the Premises and to and from the Easement Area to Main Street and to First Street, Morton, Illinois for the uses and purposes set forth herein.

The Grantee will pay for all damages to persons or property caused by the construction of the STRUCTURE and shall defend and indemnify, save, and hold harmless the Grantor from any loss, damage, or expense, including attorney's fees, constituting a legal liability which it may suffer, incur or sustain or for which it may become liable growing out of any injury to persons or to real or personal property caused by any of the work performed under this easement.

The Grantee shall keep any equipment used or brought on the Grantor's property under its absolute and complete control at all times, and said equipment shall be used at the sole risk of the Grantee. The Grantor shall not be responsible in any manner for theft or damage to the equipment or other property of the Grantee.

The Grantee will not permit any mechanic's, materialmen's or other similar liens or claims to stand against the Grantor's property for labor and material furnished in connection with any activities performed therein by or on behalf of the Grantee. Upon reasonable and timely notice of any such lien or claim delivered to the Grantee by Grantor, the Grantee may bond and contest

EXHIBIT
B

the validity and the amount of such lien, but the Grantee will immediately pay any judgment rendered, will immediately pay all proper costs and charges, and will have the lien or claim released at its sole expense.

The Grantee agrees that it will notify Grantor at least five (5) days prior to the beginning of any construction in, over or upon the Grantor's property.

The Grantee hereby agrees to restore the property encompassed by this easement to a condition equal to or better than that existing prior to the construction of the STRUCTURE. Restoration shall also include the installation by Grantee of concrete as specified in a Permanent Easement for Underground CSO Flow Control Structure entered into by and between the parties concomitant herewith. Said work shall be completed immediately following construction of the STRUCTURE and shall always be replaced as such after any construction, repair or maintenance of the STRUCTURE. During the time Grantee is installing the concrete as a part of the restoration specified above, this temporary easement shall be expanded to encompass the entire area between the two buildings and the area from the approach on Main Street back to the outside edge of the back wall facing First Street on the building commonly known as 325 S. First Street, Morton, Illinois.

During the term of this temporary construction easement, Grantor acknowledges that Grantor shall temporarily remove or block up to nine (9) parking spaces. Grantee agrees to provide Grantor and Grantor's tenants with alternate parking during normal business hours at an adjacent location or directly across the street from the Premises.

Upon completion of the STRUCTURE, which shall be no later than December 1, 2015, and acceptance of same by Grantor, this easement shall terminate.

To these covenants and agreements, the undersigned hereby bind themselves, and their assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on the 6th day of August, 2015.

KNIEP ENTERPRISES,
A General Partnership

By: _____
DAVID J. KNIEP, Partner

By: _____
FRED W. KNIEP, Partner

EASEMENT DESCRIPTION

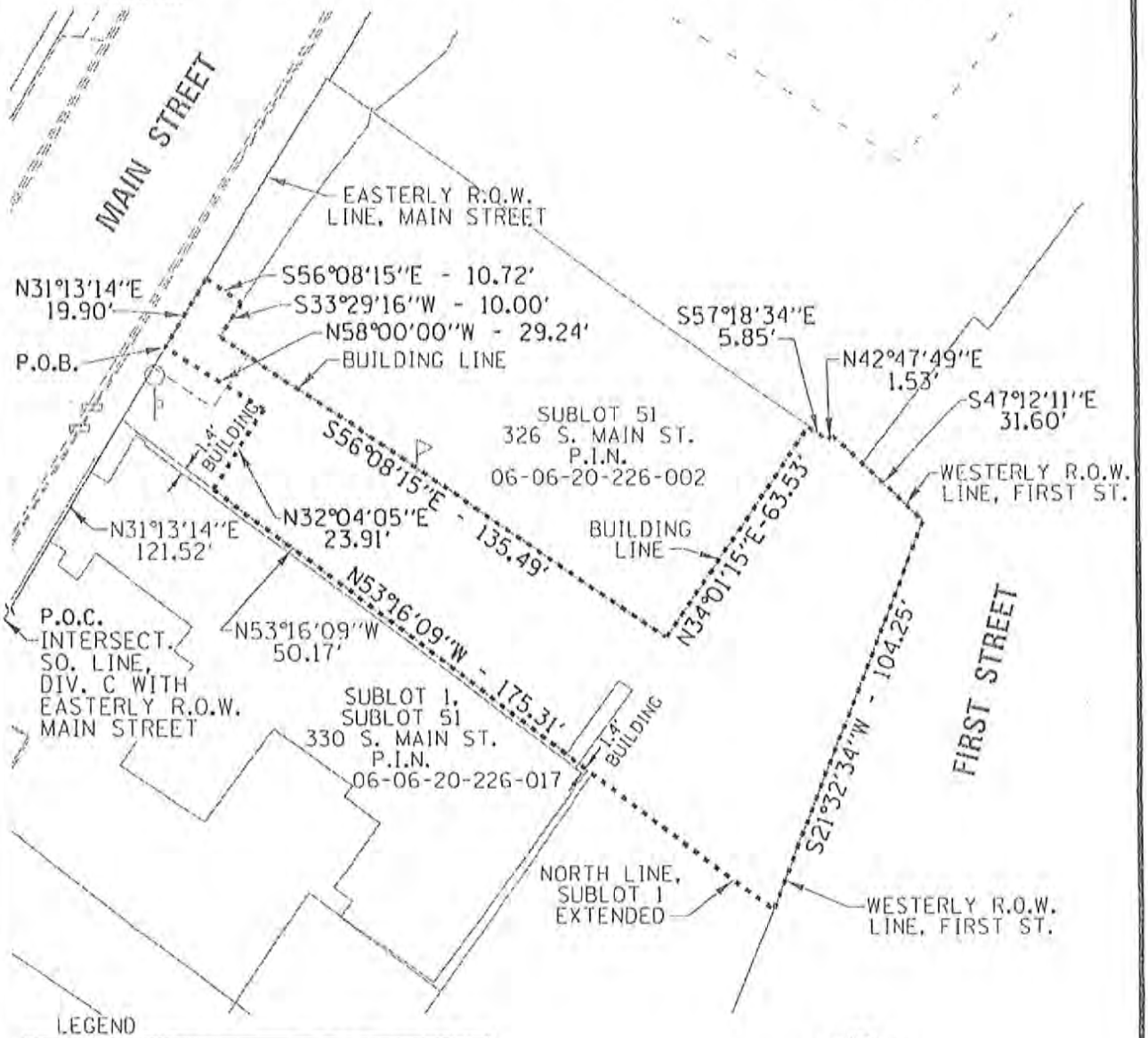
A PART LOT 51 OF DIVISION "C" OF LOT 19 AND PART OF DIVISION "C" OF LOT 19 IN PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID DIVISION "C" OF LOT 19 AND THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET; THENCE NORTH 31°-13'-14" EAST (BEARINGS ARE FOR DESCRIPTIVE PURPOSES ONLY), ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 121.52 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED:

FROM THE POINT OF BEGINNING, THENCE CONTINUING NORTH 31°-13'-14" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 19.90 FEET; THENCE SOUTH 56°-08'-15" EAST, A DISTANCE OF 10.72 FEET TO A POINT ON THE NORTHWEST LINE OF AN EXISTING BUILDING; THENCE SOUTH 33°-29'-16" WEST, ALONG SAID BUILDING LINE, A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF SAID BUILDING; THENCE SOUTH 56°-08'-15" EAST, ALONG THE SOUTHWEST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 135.49 FEET; THENCE NORTH 34°-01'-15" EAST, ALONG THE SOUTHEAST LINE OF SAID EXISTING BUILDING, A DISTANCE OF 63.53 FEET; THENCE SOUTH 57°-18'-34" EAST, A DISTANCE OF 5.85 FEET; THENCE NORTH 42°-47'-49" EAST, A DISTANCE OF 1.53 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF FIRST STREET EXTENDED; THENCE SOUTH 47°-12'-11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 31.60 FEET; THENCE SOUTH 21°-32'-34" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 104.25 FEET TO A POINT ON THE NORTH LINE OF SAID SUBLOT 1 EXTENDED; THENCE NORTH 53°-16'-09" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 175.31 FEET; THENCE NORTH 32°-04'-05" EAST, A DISTANCE OF 23.91 FEET; THENCE NORTH 58°-00'-00" WEST, A DISTANCE OF 29.24 FEET TO THE POINT OF BEGINNING, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

EXHIBIT "A"

A PART SUBLOT 51 OF DIVISION "C" OF LOT 19 IN PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP-25-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



LEGEND

P.I.N.	PARCEL ID NUMBER
◎	EXISTING MANHOLE
○	EXISTING AREA DRAIN
▭	EXISTING INLET
⊥	EXISTING SIGN
▷	EXISTING MAILBOX
- - - - - -	PROPOSED EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

N

20 0 40 80

SCALE IN FEET

CLIENT: VILLAGE OF MORTON MORTON, ILLINOIS	TITLE: TEMPORARY EASEMENT EXHIBIT		PROJECT NO. MS14008 SHEET OF DRAWING NO.
MILLENNIA PROFESSIONAL SERVICES	DSGN. DJE DWN. DJE CHKD.	SCALE: 1" = 40' DATE: 7/24/15 PLOT DATE: 7/24/15	

FILE NAME S:\2014\MS14008_MORTON_CUT_TOPO\Survey\Survey2\SC400\Shts\MS14008_temp_easa-exhibit.dgn