

VILLAGE OF MT. AUBURN
ORDINANCE NO. 33

AN ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY

ADOPTED BY THE
BOARD OF TRUSTEES
OF THE
VILLAGE OF MT. AUBURN
THIS 1ST DAY OF JUNE, 1992.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY
OF THE BOARD OF TRUSTEES OF THE VILLAGE OF
MT. AUBURN, CHRISTIAN COUNTY, ILLINOIS,
THIS 1ST DAY OF JUNE, 1992.

VILLAGE OF MT. AUBURN

ORDINANCE NO. 33

AN ORDINANCE AUTHORIZING THE PURCHASE OF PROPERTY

WHEREAS, attached hereto and incorporated herein by reference is a copy of an Agreement entitled "Easement and Right of Way Agreement", to be entered into by and between the Village of Mt. Auburn, Illinois, and William Butcher and Mary Sue Butcher; and

WHEREAS, it is deemed advisable and necessary for the public health, comfort, and safety of the residents of the Village of Mt. Auburn, Christian County, Illinois, to provide for the purchase of the property referred to in the aforesaid Agreement; and

WHEREAS, pursuant to applicable provisions of the Illinois Municipal Code, including, but not limited to, Section 11-61-3 of Article II of the Illinois Municipal Code, the Municipality is authorized to purchase real and personal property for public purposes pursuant to contracts which provide for the consideration for such purchase to be paid through installments to be made at stated intervals during a certain period of time, not exceeding 10 years; and

WHEREAS, it is deemed advisable and necessary to acquire such property to construct and maintain public water well improvement systems upon such property.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MT. AUBURN, ILLINOIS:

Section 1: It is hereby determined that it is advisable,

necessary, and in the interests of the public health, safety, and welfare of the residents of the Village of Mt. Auburn, Illinois, that the Village of Mt. Auburn purchase the property more particularly described in the aforesaid Agreement for the purchase price and pursuant to the terms and provisions as set forth in said Agreement.

Section 2: That the President and Board of Trustees hereby approve of the attached aforesaid Agreement and the purchase of the property referred to therein; and hereby authorize and direct the President to sign said Agreement, or such amendments or modifications thereto as the Village President may approve of, and duplicate originals thereof, and all other documents or instruments and to take all other actions as may be necessary to consummate the purchase of such property referred to in said Agreement, by and on behalf of the Village of Mt. Auburn; and further, the Clerk is hereby directed and authorized to attest to the signing of said Agreement and such other documents or instruments and to place the corporate seal of the Village of Mt. Auburn thereon.

Section 3: That if any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect or otherwise impair any other section, clause, provision or portion of this Ordinance which is not, in or of itself, invalid or unconstitutional.

Section 4: This Ordinance shall be effective upon its passage, approval and publication in pamphlet form as provided by

law.

ON MOTION DULY MADE AND SECONDED and pursuant to roll call vote, this Ordinance was passed, approved and adopted this 1st day of June, 1992.



BRUCE HOHENSTEIN, Village President
Village of Mt. Auburn, Illinois

ATTEST:


BRENDA COPENBARGER, Village Clerk

AYES: Copenbarger, C. Butcher, T. Butcher, Faillard, Vincent

NAYS: 0

ABSENT: Anderson

FILED IN THE OFFICE OF THE VILLAGE CLERK,
VILLAGE OF MT. AUBURN, ON THE 1ST DAY OF JUNE, 1992.

PUBLISHED IN PAMPHLET FORM ON JUNE 1, 1992.

CERTIFICATE

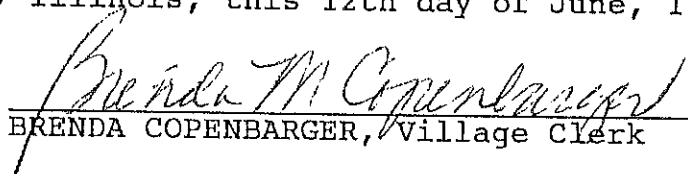
STATE OF ILLINOIS)
) SS.
COUNTY OF CHRISTIAN)

I, BRENDA COPENBARGER, certify that I am the duly elected and acting Village Clerk of the Village of Mt. Auburn, Christian County, Illinois.

I further certify that on June 1, 1992, the Board of Trustees of said Village passed and approved Ordinance No. 33 entitled "An Ordinance Authorizing the Purchase of Property".

The pamphlet form of Ordinance No. 33 including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the Village Hall, commencing on June 1, 1992, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the Office of the Village Clerk.

DATED at Mt. Auburn, Illinois, this 12th day of June, 1992.



BRENDA COPENBARGER, Village Clerk

(SEAL)

**PERMANENT RAW WATER PIPELINE
AND ELECTRIC SERVICE EASEMENT AND RIGHT OF WAY**

WHEREAS, Grantee is or will become the owner of a 50' x 50' water well site (herein referred to as Well Site No. 5) and a 20' x 20' water well site (herein referred to as Well Site No. 6) which water well sites are more particularly described on the survey attached hereto as Exhibit A and incorporated herein by reference thereto;

WHEREAS, Grantee needs a permanent easement and right of way between said Well Site No. 5 and Well Site No. 6, and between Well Site No. 5 and Christian County Highway No. 22;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that JOYCE BALLION and MARCIA MONTGOMERY, as Trustees under Trust Agreement dated July 27, 1976, and known as Trust No. ES-072776, of the County of Christian, State of Illinois, hereinafter called Grantors, in consideration of One Dollar and other good and valuable consideration paid by the VILLAGE OF MT. AUBURN, ILLINOIS, a municipal corporation, hereinafter called the Grantee, the receipt and sufficiency of which consideration is hereby acknowledged, do hereby CONVEY AND WARRANT to said Grantee, its successors and assigns, a permanent easement and right of way and a permanent access approach and roadway under, on and over the lands hereinafter described to permit the Grantee to install, construct, remove, replace, use, operate, service, inspect, maintain, repair, change the size or location of, one or more pipelines for the transportation of water and one or more electric service lines for the transmission of electricity, and to provide rights of access to said pipelines and transmission

lines and to provide rights of ingress and egress to said Well Sites No. 5 and 6, which pipelines and transmission lines shall be placed below the surface of the ground and below plow depth.

The permanent easement and right of way is described as follows:

Part of the Southwest Quarter of the Northwest Quarter of Section 36, Township 16 North, Range 2 West of the Third Principal Meridian, described more particularly as follows: A 10 foot wide strip of land lying 5 feet on each side of the following described centerline: Commencing at a P.K. Nail marking the Northeast corner of the West Half of the Northwest Quarter of the aforementioned Section 36, thence South 00 degrees 00 minutes 00 seconds West along the Quarter Quarter section line a distance of 1688.08 feet, thence South 90 degrees 00 minutes 00 seconds West a distance of 110.00 feet to an iron pipe, thence South 00 degrees 00 minutes 00 seconds West a distance of 44.84 feet to the true point of beginning of said centerline; thence South 75 degrees 50 minutes 48 seconds West a distance of 29.38 feet, thence South 55 degrees 27 minutes 14 seconds West a distance of 58.71 feet, thence South 44 degrees 20 minutes 03 seconds West a distance of 117.35 feet, thence South 54 degrees 41 minutes 55 seconds West a distance of 111.26 feet, thence South 79 degrees 16 minutes 41 seconds West a distance of 117.46 feet, thence South 74 degrees 30 minutes 56 seconds West a distance of 124.59 feet, thence South 80 degrees 34 minutes 21 seconds West a distance of 146.43 feet, thence South 79 degrees 03 minutes 52 seconds West a distance of 96.92 feet, thence South 78 degrees 56 minutes 47 seconds West a distance of 110.21 feet, thence South 75 degrees 20 minutes 16 seconds West a distance of 117.80 feet to the point of terminus of said centerline. Said permanent easement and right of way contains 0.236 acre, more or less, all in the County of Christian, State of Illinois. (See copy of Survey attached hereto as Exhibit A for further reference.)

The permanent access approach and roadway is described as follows:

From the East side of said Well Site No. 5 to connect to Christian County Highway No. 22, which is located approximately 50' to the East of Well Site No. 5. Said access approach and roadway shall be 20 feet in width.

(See copy of Survey attached as Exhibit A for further reference)

Grantee shall install a culvert under the said approach and roadway where it meets with said Christian County Highway No. 22. Such approach and culvert shall meet Township and Christian County Highway requirements. The installation and construction of the culvert shall not alter existing drainage. Grantee, if it so desires, shall be entitled to install, remove, repair, replace, and maintain a gate or gates and a fence or fences around Well Sites No. 5 and/or 6 and/or within the aforesaid permanent access approach and roadway.

The Grantors are hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of the State of Illinois.

"Temporary Construction Easement" is hereby defined to include both (i) a temporary construction easement for the initial installation of such underground pipelines and the said underground electric transmission lines, and (ii) subsequent entry necessary for the purposes of removal, replacement, repair and changing the size and locations of the said underground water pipelines and said underground electric transmission lines. Grantors also acknowledge that said easements and right of ways grant includes a temporary construction easement for Grantee over Grantors' land which is described as 10' along and adjacent to each side of said permanent easement and right of way to construct and install the said water pipelines and electric transmission lines and to remove, replace, repair and change the size or location of same. Grantors also acknowledge that said

easements and right of ways grant also includes a temporary construction easement for Grantee over Grantors' land, which is described as 20 feet around each side of said Well Site Nos. 5 and 6 to drill water wells and to construct, install, remove, replace, repair, change the size of or location of pumps and facilities to be used in connection with said water wells, pipelines, and electric transmission lines.

Grantors shall not farm or grow crops within the said permanent access approach and roadway to Well Site No. 5 and shall not farm any further north than was farmed by the Grantors in 1991.

The Grantee agrees to finish and grade areas disturbed during construction or maintenance of said access approach and roadway and to take reasonable precautions to minimize damage to crops during construction operations. Grantee shall pay Grantors for any crop damage solely caused by Grantee, its employees, agents, or contractors, outside the aforesaid permanent access approach and roadway and the aforesaid permanent and temporary easements and right of way by reason of the construction or in the installation of any structures on Well Site No. 5 and Well Site No. 6 to which this instrument provides access. Grantee, or its employees, agents or contractors, shall not be liable for any crop damage caused by third parties. The existence and the nature, extent and amount of and payment date for any such crop damage for which Grantee is liable for herein, shall be as determined by agreement of the Grantors and Grantee; or failing

agreement, then as may be determined by arbitration with each party selecting an arbitrator at their own respective expense and the two selected arbitrators to select a third arbitrator (and Grantors and Grantee shall share the expense of the third arbitrator). The arbitration determination shall be completed, if possible, within 60 days of the completion of the harvest of the crops and Grantee's liability and payment for crop damage, if any, shall be made within 30 days following such determination. The Grantee will maintain its facilities on such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. No permanent road shall be constructed over any portion of the easements conveyed herein, except for the permanent access approach to Well No. 5. No motor vehicle shall be driven by Grantee, or any employee or agent of Grantee, at any time, including inspections of the property of Grantee, over any portion of the easements herein conveyed, except that motor vehicles may be used (i) at the time of the initial construction and installation, and (ii) at the time of any subsequent repairs, replacements, removal, and changing the size of or location of said water pipelines, electric transmission lines, or pumps and facilities used in connection with same, and (iii) Grantee, or any employee or agent or contractor of Grantee, may from time to time, if needed for the installation, repair, replacement, construction, removal, and inspection of Grantee's water system and appurtenances, mow, trim or cut down the grass, weeds, trees

and other brush within the aforesaid permanent access approach and roadway and the aforesaid permanent easement and right of way, and within the 10 feet of the aforesaid temporary construction easement which lies along the northerly portion of said permanent easement and right of way. All electric lines or cables and all water lines shall be buried below plow depth.

JOYCE BALLION and MARCIA MONTGOMERY execute this document as Trustees pursuant to the power and authority granted to and vested in the Trustees under a trust agreement dated July 27, 1976, executed by Earl Scholes and known as Trust No. ES-072776.

Grantors, at their own expense, shall furnish to Grantees, within 10 days after signing this instrument, an Owners Title Insurance Policy, acceptable to Grantee in the insured amount of Twenty-five Thousand Dollars (\$25,000.00) evidencing good and merchantable title to the aforesaid premises in Grantee free and clear of any and all liens and encumbrances whatsoever, water, coal, oil, gas and other mineral leases or conveyances, or the right to mine, produce or remove same, except for the lien of the 1991 real estate taxes due and payable in 1992, which Grantors shall assume and pay.

This Agreement is binding on the parties hereto and their respective heirs, executors, administrators, legal and/or personal representatives, successors and assigns.

IN WITNESS WHEREOF, the said Grantors and Grantee have dated and executed this instrument in duplicate on the 14 day of December, 1991.

GRANTEE:

VILLAGE OF MT. AUBURN

By:

Bruce Hohenstein
Bruce Hohenstein
Its President

GRANTORS:

Joyce Ballion
JOYCE BALLION, as Trustee UTA
DPD 07/27/76, a/k/a Trust No.
ES-072776

ATTEST:

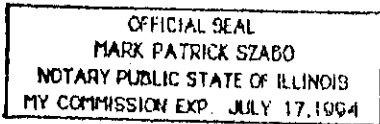
Brenda M. Copenbarger
Brenda Copenbarger
Village Clerk

Marcia Montgomery
MARCIA MONTGOMERY, as Trustee UTA
DTD 07/27/76, a/k/a Trust No.
ES-072776

STATE OF ILLINOIS)
) SS.
COUNTY OF CHRISTIAN)

I, the undersigned, a Notary Public, in and for the said County and State aforesaid, do hereby certify that JOYCE BALLION and MARCIA MONTGOMERY, as Trustees under a certain Trust Agreement dated July 27, 1976, executed by Earl Scholes and known as Trust No. ES-072776, 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, including the release and waiver of the right of homestead.

Given under my hand and Notarial seal this December 16, 1991.



Mark Patrick Szabo
Notary Public

This Instrument Prepared by:

Rocci L. Romano
Miley, Meyer, Austin,
Spears & Romano, P.C.
Attorneys at Law
210 South Washington
Taylorville, IL 62568
(217) 824-4931

Mail Tax Statements To:

Village of Mt. Auburn
Village Hall
Mt. Auburn, IL 62547