

CITY OF OGLESBY

ORDINANCE NO. 1120-072020

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT
BETWEEN THE CITY OF OGLESBY AND AMEREN ILLINOIS COMPANY
d/b/a AMEREN ILLINOIS

ADOPTED BY THE CITY COUNCIL OF
THE CITY OF OGLESBY
THIS 20th DAY OF JULY, 2020

Published in pamphlet form by authority of the City Council of the City of Oglesby, LaSalle County, Illinois, this 20TH day of July, 2020.

STATE OF ILLINOIS)
) SS.
COUNTY OF LASALLE)

I, Amy Eitutis, certify that I am the duly elected and acting municipal clerk of the City of Oglesby, LaSalle County, Illinois.

I further certify that on the 20th day July 2020, the corporate authorities of the above municipality passed and approved Ordinance No. 1120-072020, entitled "An Ordinance Authorizing the Execution of an Easement Agreement Between the City of Oglesby and Ameren Illinois Company d/b/a Ameren Illinois", which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 1120-072020, including the ordinance and cover sheet thereof, was prepared and a copy of such ordinance was posted in the municipal building, commencing on the 20th day of July, 2020, and continuing for at least ten days thereafter. Copies of the ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated in Oglesby, Illinois, this 20th day of July, 2020.

(SEAL)


Municipal Clerk

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN EASEMENT AGREEMENT
BETWEEN THE CITY OF OGLESBY AND AMEREN ILLINOIS COMPANY
d/b/a AMEREN ILLINOIS

WHEREAS, in 1962, the City of Oglesby provided an easement for an underground gas pipeline to Illinois Power Company; and

WHEREAS, Illinois Power Company is now owned by Ameren Illinois Company d/b/a Ameren Illinois (hereinafter "Ameren Illinois"); and

WHEREAS, Ameren Illinois has requested that the City of Oglesby provide Ameren Illinois with a supplemental easement for a new gas pipeline; and

WHEREAS, the City of Oglesby has negotiated the terms and conditions of the easement with Ameren Illinois; and

WHEREAS, the supplemental easement is attached to this ordinance, marked as Exhibit A and incorporated by reference as if set out in full herein; and

WHEREAS, Section 11-76-2 of the Illinois Municipal Code grants municipalities the authority to sell or lease municipal property and by implication, authorizes the City of Oglesby to grant the supplemental lease agreement to Ameren Illinois; and

WHEREAS, corporate authorities of the City of Oglesby deems it to be in the best interest of the public health, safety and welfare of the residents of the City of Oglesby to grant Ameren Illinois the requested supplemental easement.

NOW, THEREFORE, be it ordained by the City Council of the City of Oglesby, LaSalle County, Illinois as follows:

1. The recitals contained in the preamble of this ordinance are incorporated by reference as if set out in full herein.

2. The City of Oglesby is hereby authorized to enter into a supplemental easement with Ameren Illinois Company d/b/a Ameren Illinois in the form and substance as set forth in Exhibit A, attached hereto and incorporated by reference as if set out in full herein.

3. After the adoption of this ordinance, the Mayor of the City of Oglesby and the City Clerk of the City of Oglesby are hereby authorized to sign the supplemental easement for and on behalf of the City of Oglesby.

4. The corporate authorities of the City of Oglesby acknowledge receipt of the sum of One Thousand Six Hundred Three and 80/100 Dollars (\$1,603.80) from Ameren Illinois for and in consideration of the easement which the City of Oglesby is granting to Ameren Illinois.

5. This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

PRESENTED, PASSED AND ADOPTED at a regular meeting of the City Council of the City of Oglesby, LaSalle County, Illinois, by an aye and nay roll call vote as follows:

PASSED AND ADOPTED this 20th DAY OF JULY, 2020.

THOMAS ARGUBRIGHT	<input checked="" type="checkbox"/>	AYE;	<input type="checkbox"/>	NAY;	<input type="checkbox"/>	ABSENT;	<input type="checkbox"/>	PASS
CARRIE LIJEWSKI	<input checked="" type="checkbox"/>	AYE;	<input type="checkbox"/>	NAY;	<input type="checkbox"/>	ABSENT;	<input type="checkbox"/>	PASS
JASON CURRAN	<input checked="" type="checkbox"/>	AYE;	<input type="checkbox"/>	NAY;	<input type="checkbox"/>	ABSENT;	<input type="checkbox"/>	PASS
JAMES CULLINAN	<input checked="" type="checkbox"/>	AYE;	<input type="checkbox"/>	NAY;	<input type="checkbox"/>	ABSENT;	<input type="checkbox"/>	PASS
DOMINIC RIVARA	<input checked="" type="checkbox"/>	AYE;	<input type="checkbox"/>	NAY;	<input type="checkbox"/>	ABSENT;	<input type="checkbox"/>	PASS

APPROVED:



Dominic Rivara, Mayor



Amy Eitans, Clerk

REMS INFORMATION

Agreement ID: AIC-202005-25655

Project ID: 38427

SUPPLEMENTAL EASEMENT

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18-31-115-000

THIS INDENTURE (hereinafter "Supplemental Easement") made and executed this 20th day of July, 2020, by and between **The City of Oglesby, a Municipality of the State of Illinois** (hereinafter "Grantor") and , corporation, its successors and assigns (hereinafter "Grantee"),

WITNESSETH THAT:

WHEREAS, under and by virtue of a written instrument executed June 7, 1962, and recorded in Book 1188, Page 170 in the Office of the Recorder of Deeds for the County of LaSalle, State of , Grantor or Grantor's successor in interest, conveyed to Grantee as either holder or successor in interest to the original Grantee, an easement through, over, and across certain lands situated in Section 30 & 33, Township 33 North, Range 2 East, all of the Principal Meridian, in LaSalle County, State of (hereinafter "Original Easement"); and

WHEREAS, Grantor is the present owner of part of said land(s) described in said Original Easement; and

WHEREAS, Grantee desires to supplement the Original Easement through, over, and across said lands now owned by Grantor.

NOW, THEREFORE, for and in consideration of the sum of One and No/100th Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant unto Grantee, its successors and assigns, the right and easement to lay, operate, maintain, patrol, renew, alter, remove, and relay a pipeline at a minimum depth of 30 inches, and all other equipment appurtenant thereto, for the transportation of gas through, over, and across certain additional lands of Grantor situated in Section 31, Township 33 North, Range 2 East, of the Principal Meridian, in LaSalle County, State of , to-wit:

Property Description:

See Exhibit "A" attached hereto and made a part hereof.

Easement Description:

See Exhibit "B" and Exhibit "C" attached hereto and made a part hereof.

In the exercise of the Supplemental Easement herein conveyed, all rights, privileges and conditions relating to the exercise of the Supplemental Easement shall be applicable with the same effect and to the same extent as they would be had the conveyance herein been included in and made a part of said Original Easement and Grantor herein was party thereto. Except as herein modified, the Original Easement shall remain in full force and effect.

Grantee, shall repair any damages to property of Grantor, or pay any damages which may be caused to property of Grantor in the process of laying, construction, reconstruction, maintenance, renewal, or removal of said pipeline; said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each Grantor and Grantee, their heirs, successors, assigns, or lessees, and the third by the two so selected. The damages determined by such persons or a majority of them shall be conclusive as to the facts, and Grantee shall immediately pay such damages.

Grantee herein agrees to indemnify and hold Grantor harmless from any and all damages to the property of the Grantor, or to any adjoining real estate owned by third parties directly caused by the complete or partial failure of Grantee's gas pipeline by reason of subsidence or cave-in where said gas pipeline crosses over mined out areas of property owned by Grantor.

Grantor hereby reserves the right to make other uses of the land within said easement provided that such uses shall not interfere with said gas pipeline and shall not create hazardous conditions and Grantor shall not excavate or erect permanent structures thereon.

This supplemental easement is executed and accepted with the express understanding that Grantee herein accepts the damage and indemnification language contained herein and with the understanding that Grantee is not bound to do or perform any act, or pay any consideration except as hereby expressly provided.

Grantor, for itself, successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

The undersigned hereby waive and release any and all homestead and other marital rights they may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of .

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

**The City of Oglesby,
a Municipality of the State of Illinois**

By: _____

Name: _____

Title: _____

ALL PURPOSE NOTARY ACKNOWLEDGMENT		
STATE OF _____	}	SS
COUNTY OF _____		
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):		
to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.		

Capacity Claimed By Signator(s)			
Individual(s)	Corporate	Limited Liability Company	Partner(s)
Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	Limited Partnership
Executor(s)			General Partnership
Administrator(s)			Other (Specify Below):
Attorney-In-Fact			
Conservator(s)			
Guardian(s)			

My Commission Expires		Notary Public

Prepared By: Tyler Leuschke
Ameren Services
10 Executive Drive
Collinsville, IL 62234

Return To: Tyler Leuschke
Ameren Services
10 Executive Drive
Collinsville, IL 62234

TBL
WO#: J0QH2
Facility Name: TR 65
41°17'39.66"N, 89° 2'32.87"W
913793-215830
06/25/2020

EXHIBIT "A"
(Property Description)

1
2

EXHIBIT "B"
(Easement Description)

EXHIBIT "C"
(Sketch / Plat)

REMS INFORMATION

Agreement ID: AIC-202005-25655
Project ID: 38427

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WITNESSETH THAT:

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WHEREAS, Grantor is the present owner of part of said land(s) described in said Original Easement; and

WHEREAS, Grantee desires to supplement the Original Easement through, over, and across said lands now owned by Grantor.

NOW, THEREFORE, for and in consideration of the sum of One and No/100th Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, Grantor does hereby grant unto Grantee, its successors and assigns, the right and easement to lay, operate, maintain, patrol, renew, alter, remove, and relay a pipeline at a minimum depth of 30 inches, and all other equipment appurtenant thereto, for the transportation of gas through, over, and across certain additional lands of Grantor situated in Section 31, Township 33 North, Range 2 East, of the _____ Principal Meridian, in LaSalle County, State of _____, to-wit:

Property Description:

See Exhibit "A" attached hereto and made a part hereof.

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Grantee, shall repair any damages to property of Grantor, or pay any damages which may be caused to property of Grantor in the process of laying, construction, reconstruction, maintenance, renewal, or removal of said pipeline; said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each Grantor and Grantee, their heirs, successors, assigns, or lessees, and the third by the two so selected. The damages determined by such persons or a majority of them shall be conclusive as to the facts, and Grantee shall immediately pay such damages.

Grantee herein agrees to indemnify and hold Grantor harmless from any and all damages to the property of the Grantor, or to any adjoining real estate owned by third parties directly caused by the complete or partial failure of Grantee's gas pipeline by reason of subsidence or cave-in where said gas pipeline crosses over mined out areas of property owned by Grantor.

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The undersigned hereby waive and release any and all homestead and other marital rights they may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of .

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

**The City of Oglesby,
a Municipality of the State of Illinois**

By: _____

Name: _____

Title: _____

ALL PURPOSE NOTARY ACKNOWLEDGMENT		
STATE OF COUNTY OF	} SS	
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):		
to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.		

Capacity Claimed By Signator(s)			
Individual(s)	Corporate	Limited Liability Company	Partner(s)
Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	Limited Partnership
Executor(s)			General Partnership
Administrator(s)			Other (Specify Below):
Attorney-In-Fact			
Conservator(s)			
Guardian(s)			

My Commission Expires		Notary Public
-----------------------	--	---------------

Prepared By: Tyler Leuschke
Ameren Services
10 Executive Drive
Collinsville, IL 62234

Return To: Tyler Leuschke
Ameren Services
10 Executive Drive
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