

CITY OF OGLESBY

ORDINANCE NO 1274-120224

**AN ORDINANCE APPROVING A GRANT OF EASEMENT
BETWEEN THE CITY OF OGLESBY AND CAROLINE ROSSI
AND AUTHORIZING THE EXECUTION OF SUCH
GRANT OF EASEMENT**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF OGLESBY
THIS 2ND DAY OF DECEMBER, 2024.**

Published in pamphlet form by authority of the City Council of the City of Oglesby,
LaSalle County, Illinois, this 3rd day of December, 2024.

STATE OF ILLINOIS)
) SS
COUNTY OF LASALLE)

I, REBECCA CLINARD, certify that I am the City Clerk of the City of Oglesby,
LaSalle County, Illinois.

I further certify that on the 2nd day of December, 2024, the corporate authorities
of the above municipality passed and approved Ordinance No.1274-120224 entitled "An
Ordinance Approving a Grant of Easement between the City of Oglesby and Caroline
Rossi and Authorizing the Execution of such Grant of Easement" which provided by
its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 1274-120224, including the Ordinance and
Coversheet thereof, was prepared and a copy of such Ordinance was posted in the
municipal building, commencing on the 3rd day of December, 2024, 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 City Clerk.

Dated in Oglesby, Illinois, this 3rd day of December, 2024.





REBECCA CLINARD, City Clerk

ORDINANCE NO. 1274-120224

**AN ORDINANCE APPROVING A GRANT OF EASEMENT
BETWEEN THE CITY OF OGLESBY AND CAROLINE ROSSI
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WHEREAS, the City of Oglesby, LaSalle County, Illinois, operates its sewerage system ("the system") and in accordance with the provisions of 65 ILCS 5/11-137-1 and the Local Government Debt Reform Act, 30 ILCS 350/1, et seq. ("collectively the Act"); and

WHEREAS, the Mayor and City Council of the City of Oglesby, LaSalle County, Illinois (the "Corporate Authorities") have determined that it is advisable, necessary and in the best interests of the public health, safety, and welfare to improve the system; and,

WHEREAS, the City has engaged the services of Chamlin and Associates to design a new sewage treatment plant for the City; and

WHEREAS, in order to construct said new sewage treatment plant the City will need to acquire a temporary construction easement from Caroline Rossi for the property described in and on the terms and conditions set forth in a Grant of Easement, a copy of which is attached hereto as "Exhibit A" and made a part hereof;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF OGLESBY, LASALLE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The findings and determinations set forth in the preamble to this Ordinance are hereby made findings and determinations of the City Council of the City of Oglesby and are incorporated into the body of this Ordinance as if set forth in full.

Section 2. The City Council of the City of Oglesby hereby accepts and approves

the Grant of Easement between the City of Oglesby and Caroline Rossi, a copy of which is attached hereto and marked "Exhibit A".

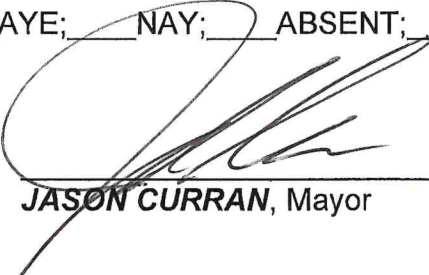
Section 3. By this Ordinance, the Mayor of the City of Oglesby is hereby authorized and directed to execute and deliver and the City Clerk is hereby authorized and directed to attest and seal the Grant of Easement between the City of Oglesby and Caroline Rossi, a copy of which is attached hereto and marked "Exhibit A".

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

Section 5. The City Clerk is hereby instructed to publish this Ordinance in pamphlet form as required by law.

PRESENTED, PASSED AND ADOPTED at a regular meeting of the City Council of the City of Oglesby, LaSalle County, Illinois, on this 2nd day of December, 2024, by an aye and nay roll call vote as follows:

DONALD FINLEY	<input checked="" type="checkbox"/> AYE; ___ NAY; ___ ABSENT; ___ PASS
GREGORY MCDERMOTT	<input checked="" type="checkbox"/> AYE; ___ NAY; ___ ABSENT; ___ PASS
ANTONIO STEFANELLI	<input checked="" type="checkbox"/> AYE; ___ NAY; ___ ABSENT; ___ PASS
RICHARD BALDRIDGE	<input checked="" type="checkbox"/> AYE; ___ NAY; ___ ABSENT; ___ PASS
JASON CURRAN	<input checked="" type="checkbox"/> AYE; ___ NAY; ___ ABSENT; ___ PASS



JASON CURRAN, Mayor

ATTEST:



REBECCA CLINARD, City Clerk

EXHIBIT A

GRANT OF EASEMENT

PREPARED BY:

Patrick A. Barry
P.O. Box 517
LaSalle, IL 61301-0517

MAIL TO:

Patrick A. Barry
P.O. Box 517
LaSalle, IL 61301

GRANTOR, **CAROLINE ROSSI**, AS TRUSTEE OF THE CAROLINE ROSSI FAMILY TRUST, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, DOES HEREBY GRANT to the GRANTEE, the **CITY OF OGLESBY, LASALLE COUNTY, ILLINOIS**, an Illinois Municipal Corporation, and to its successors and assigns, duly organized and existing under the laws of the State of Illinois, a TEMPORARY CONSTRUCTION EASEMENT on, over, under and through the following-described tract of real estate, for the purposes of tree removal and the installation of fill and a storm sewer line all in conjunction with the construction of an expanded waste water treatment plant on neighboring property owned by Grantee, said Temporary Construction Easement to expire ninety (90) days following the completion of said construction, all at GRANTEE'S sole cost and expense, to wit:

PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, THENCE NORTH 0 DEGREES 29 MINUTES 20 SECONDS EAST 759.47 FEET ALONG THE MONUMENTED WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 TO A POINT ON THE MONUMENTED NORTHWESTERLY RIGHT OF WAY LINE OF AN ABANDONED SWITCH TRACK, THE TRUE POINT OF BEGINNING, THENCE CONTINUE NORTH 0 DEGREES 29 MINUTES 20 SECONDS EAST 188.0 FEET ALONG SAID MONUMENTED WEST LINE TO A POINT, THENCE NORTH 69 DEGREES 22 MINUTES 42 SECONDS EAST 191.0 FEET TO A POINT, THENCE NORTH 75 DEGREES 30 MINUTES 03 SECONDS EAST 146.0 FEET TO A POINT ON THE MONUMENTED NORTHWESTERLY RIGHT OF WAY LINE OF SAID ABANDONED SWITCH TRACK, THENCE SOUTH 31 DEGREES 31 MINUTES 38 SECONDS WEST 184.19 FEET ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE TO A POINT, THENCE SOUTH 59 DEGREES 07 MINUTES 00 SECONDS WEST 262.64 FEET ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 0.98 ACRE MORE OR LESS, ALL SITUATED IN THE CITY OF OGLESBY, LASALLE COUNTY, ILLINOIS.

Grantor does hereby acknowledge and Grantee does hereby pledge to remove all trees, shrubs, brush and other debris from the Easement Tract and will install engineered fill from the expansion of its neighboring waste water treatment plant to raise the grade of the Easement Tract to a level appropriate for its new waste water treatment plant. Grantee does further pledge to cut all oak trees removed from the Easement Tract into logs and place them on site at a location of Grantor's choosing for Grantor's sole and exclusive future use. Grantee does hereby further pledge that following said tree removal and the installation of said engineered fill to grade the Easement Tract so as to allow for proper drainage to a new storm sewer and will seed any disturbed areas on the Easement Tract. Grantee does additionally pledge to install trees at Grantee's sole cost and expense pursuant to the West Landscape Plan attached hereto as "Exhibit A" within six (6) months of the final grading of the area.

Grantor herein may make use of the Easement Tract, so long as such use does not interfere with the rights herein granted, or create a hazardous condition, except that Grantor herein, their successors and assigns, shall make no excavation on the Easement Tract, except in such manner so as not to disturb or interfere with the facilities to be located therein or access rights thereto, nor shall Grantor place or erect any buildings on the Easement Tract until following its expiration.

Grantor further agrees that Grantee and its agents, successors and/or assigns may, at all reasonable times and without interference to Grantor's use of their remaining property adjacent to the Easement Tract, go on, over and across the Easement Tract when necessary to do so in furtherance of this Grant of Easement. In the event of any destruction of any improvements of Grantor's by Grantee, Grantee shall repair and restore any such improvements to the same or better condition and/or shall reimburse Grantee for any damage or loss.

The easements and rights herein granted, together with the obligations hereby imposed, are appurtenant to and shall run with title to all or any portion of the Easement Tract and the adjacent land owned by Grantee and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective grantees, successors, assigns, mortgagees, ground lessees, tenants, occupants and any person or persons claiming under or through any of them.

Grantee does hereby agree to protect, indemnify and hold Grantor harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorney's fees and litigation expenses) arising from injury or death of any person or damage or loss of property occurring on or due to the use of the Easement Tract by Grantee or Grantee's officers, employees, agents or representatives, and arising out of the operation, maintenance and use of the utilities placed therein.

Grantee agrees that the above-mentioned rights and its use of the Easement Tract shall, at all times be in compliance with all applicable environmental laws, rules and regulations, and in no event shall hazardous or toxic waste materials be on the Easement Tract.

Any work to be performed within the Easement Tract by Grantee, its employees, contractors and agents, shall be completed in good and workmanlike manner.

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement and Grantee has accepted it this _____ day of _____, 2024.

CAROLINE ROSSI, as Trustee of the
CAROLINE ROSSI FAMILY TRUST, Grantor

**CITY OF OGLESBY,
LASALLE COUNTY, ILLINOIS,**
An Illinois Municipal Corporation, Grantee

By: _____
JASON CURRAN, Mayor

ATTEST:

REBECCA CLINARD, City Clerk

STATE OF ILLINOIS)
)
COUNTY OF LASALLE) SS

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that **CAROLINE ROSSI**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2024.

NOTARY PUBLIC

STATE OF ILLINOIS)
)
COUNTY OF LASALLE) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that **JASON CURRAN**, Mayor, and **REBECCA CLINARD**, City Clerk, 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, and as the free and voluntary act of the City of Oglesby for the uses and purposes therein set forth, including any release and waiver of the right of homestead.

Given under my hand and notary seal, this _____ day of _____, 2024.

NOTARY PUBLIC

(seal)

My commission expires: _____

Exhibit A

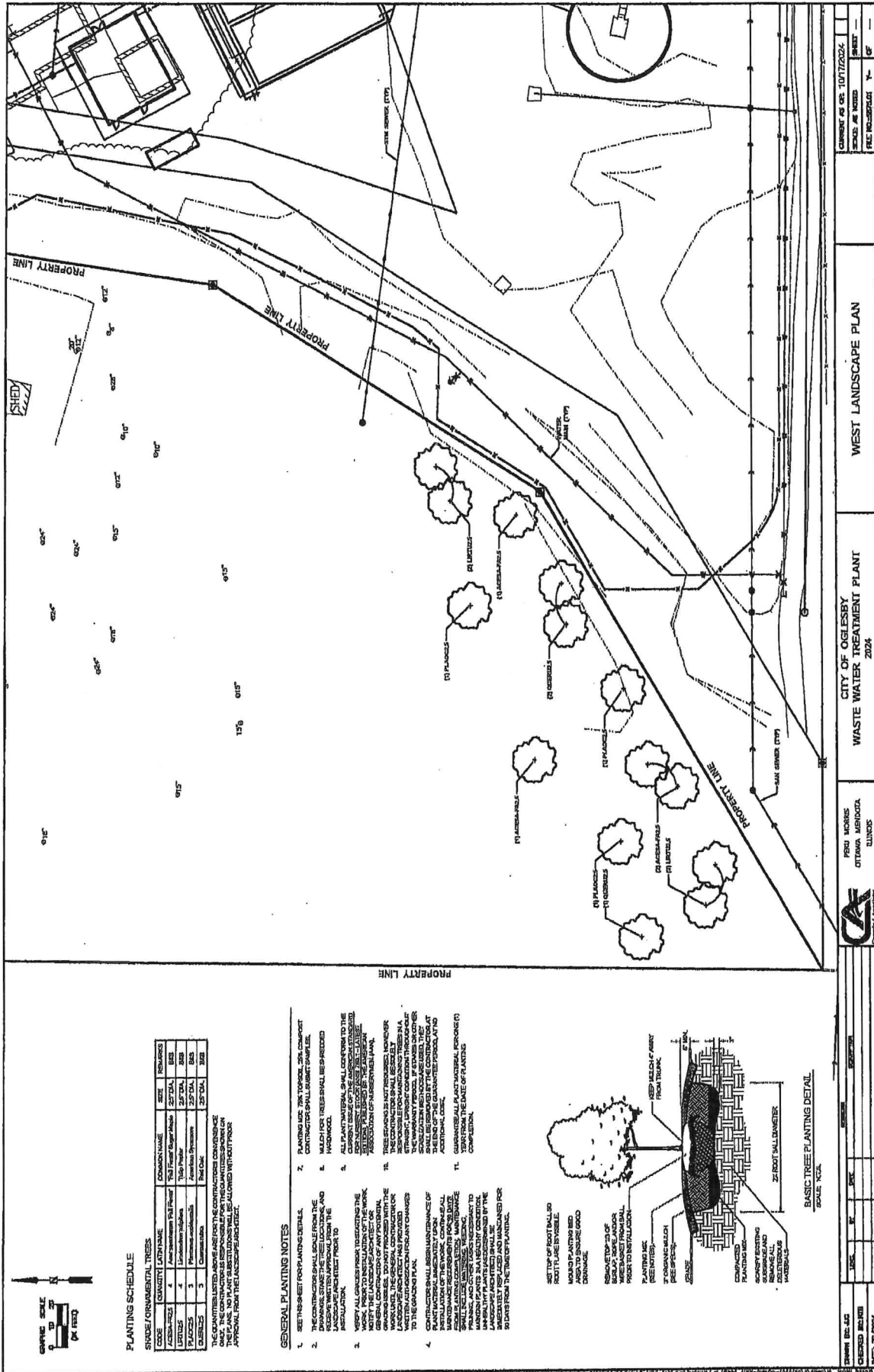


EXHIBIT A

WEST LANDSCAPE PLAN

CITY OF OGLESBY
WASTE WATER TREATMENT PLANT
2024

PREP BY: PERU MORRIS
OTAWA MURDOCH
ILLINOIS

DATE: 01/15/24

SCALE: AS SHOWN

DESIGNER: PERU MORRIS

CHECKED: MURDOCH

DATE: 01/15/24

PROJECT NO: 10172024

DATE: 01/15/24

SHEET: 1 OF 1