

Ordinance No. 11- 09

**AN ORDINANCE AUTHORIZING THE  
ACQUISITION OF EASEMENTS**

*BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS  
FOLLOWS:*

**SECTION 1:** The acquisition of easements along the Loami-Bates Road and Mansion Road for the following properties is hereby approved. The consideration for the easements shall be \$1.00 per lineal foot plus one free tap per property, plus a commitment to pay for crop damage. Easements may be substantially in the form attached hereto.

<b>Tax ID No.</b>	<b>Owner</b>	<b>Lineal Feet</b>
20-26.0-400-001	Best Family LLC	2,332
20-35.0-200-002	JPMorgan Chase Bank, NA, as Trustee of the John and Olive Sudduth Trust under Deed	823
20-35.0-200-003	Mark Owen Roberts, Jr.	1,711
20-35.0-400-006	Michael J. Bandelow and Denise E. Bandelow	1,255
part of 20-35.0-400-008	Jason M. Bandelow and Kara L. Standefer	243
20-35.0-400-009	Denise Bandelow	3,167
20-36.0-300-002 and 20-36.0-400-001	JPMorgan Chase Bank NA, as Trustee of the John and Olive Sudduth Trust under Deed	3,969
20-36.0-300-004 and 20-35.0-400-007	Cheryl E. Long, Darryl R. Long and Paula Long Paul Long Speaks	1,852
20-36.0-400-001	JPMorgan Chase Bank, NA, as Trustee of the John and Olive Sudduth Trust under Deed	2,620


**SECTION 2:** The Chairman of the Commission is authorized and directed to execute the easements on behalf of the Commission, and the proper officers of the Commission are authorized and directed to carry out the agreement by its terms.

**SECTION 3:** This Ordinance is effective immediately.

PASSED this 21<sup>st</sup> day of June, 2011.

  
CHAIRMAN

ATTEST:

  
Clerk

AYES: McCord, Pepper, Naele

NAYS: none

PASSED: June 21, 2011

APPROVED: June 21, 2011

ABSENT: none

---

*This space for Recorder of Deeds*

### **EASEMENT**

THIS EASEMENT is granted by Michael J. Bandelow and Denise E. Bandelow ("Grantors") to the South Sangamon Water Commission, an Illinois public and municipal corporation ("Grantee") and is dated this \_\_\_ day of \_\_\_\_\_, 2011.

1. Grantors hereby grant to Grantee a temporary and a permanent easement on, over and under certain property owned by Grantors in Sangamon County, Illinois, the legal description of which is set forth in Exhibit A hereto, (the "Property") with the right to access, erect, construct, reconstruct, replace, remove, maintain, repair and use a water main and works.

2. Grantors and Grantee have agreed on and staked the general location of the water main and works.

3. The area of the temporary easement is a strip of land 20 feet in width and centered on the staked proposed location of the water.

4. The area of permanent easement is a strip of land 10 feet in width and centered on the water main, as built. The as-built plan will be attached to this easement as Exhibit B before this easement is filed of record with the Recorder of Deeds of Sangamon County, Illinois.

5. Consideration for this easement is as follows. Grantors shall have the right to receive one tap to the Grantee's water main on the Property, free of charge. After the main is tapped, Grantors shall be entitled to receive water from Grantee at the Grantee's retail rates as established and published from time to time, subject to the Grantee's regulations, terms and conditions for retail users as established and published from time to time, so long as Grantee provides water through the water main. The main may be tapped by Grantors at any time after the main is placed in service by Grantee, and shall be tapped pursuant to regulations established and published by Grantee. The meter shall be placed in a location on the Property and within the area of the permanent easement as agreed by the parties. Grantors shall own and be responsible

for all service lines downstream of the meter; Grantee shall own the meter and any lines and works upstream of the meter. The right to a free tap shall expire if not exercised by Grantors within 40 years of execution of this easement. Nothing in this paragraph shall be construed as a limitation on Grantor's right to additional taps at the regular rates and charges established by Grantee from time to time.

6. This easement is subject to the following additional conditions:

a. All mains and works shall be buried to a depth consistent with standard construction practices and sufficient to allow the use of the Property for agricultural purposes.

b. Grantee shall indemnify Grantors against any loss, damages, claims and causes of action arising directly or indirectly from the construction, operation, or repair of the mains and works constructed by Grantee on the Property and from all other acts, activities, and omissions, and things whatsoever arising directly or indirectly from the grant of this easement to Grantors, including but not limited to claims brought by third parties.

c. Grantee shall keep all mains and works in good condition, and after construction thereof or maintenance thereon, will restore the surface of the Property to the condition and grade which it had prior to such construction.

d. Grantee shall pay Grantors, or any tenant in possession of the Property as directed by Grantor, for any damage to growing crops caused by Grantee resulting from construction of or maintenance to the mains and works contemplated hereby. Values of crops shall be as determined by the parties, but if they cannot agree, then as determined by the Sangamon County Farm Bureau or successor entity.

e. Grantee's obligation to provide water to Grantors may be transferred to and assumed by a municipality, water district or other entity pursuant to agreement by Grantee and such entity, in which case the applicable rules, regulations and rates of such municipality, water district or other entity shall apply to such water service.

e. This easement shall run with the land and be binding upon and for the benefit of the parties and their successors in title: should Grantee transfer ownership of its mains to a third party, such third party shall succeed to the rights of Grantee. Should Grantors transfer ownership of the Property to a third party, such successor owner, and their successive transferees, shall succeed to the rights of the Grantors.

AGREED:

---

Michael J. Bandelow, Grantor

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF SANGAMON            )

The undersigned, a Notary Public in and for said County and State, does hereby certify that MICHAEL J. BANDELOW, 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 acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Denise E. Bandelow, Grantor

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF SANGAMON            )

The undersigned, a Notary Public in and for said County and State, does hereby certify that DENISE E. BANDELOW, Grantor, 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 acknowledged 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 official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

GRANTEE:  
South Sangamon Water Commission

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF SANGAMON            )

I, a Notary Public in and for said County and State aforesaid, do hereby certify that \_\_\_\_\_, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, having executed same as duly authorized agent of the SOUTH SANGAMON WATER COMMISSION, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

*I certify that this easement is exempt under the provisions of Section 31-45(\_\_\_\_) of the Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b), as a deed relating to a transfer of real property to a governmental entity for governmental purposes.*

\_\_\_\_\_  
John M. Myers,  
Attorney for South Sangamon Water Commission

Prepared by/Return to:  
John M. Myers  
Rabin & Myers, P.C.  
1300 South Eighth St.  
Springfield, IL 62703  
217.544.5003

## **Exhibit A**

### **Legal Description – part of 20-35.0-400-008**

Part of the Southeast Quarter of Section 35, Township 15 North, Range 7 West of the Third Principal Meridian, Sangamon County, Illinois; described as follows:

Commencing at the southeast corner of said Southeast Quarter; thence South 90 degrees 00 minutes 00 seconds West along the south line of said Southeast Quarter, a distance of 522.38 feet to the point of beginning.

From said point of beginning; thence continuing South 90 degrees 00 minutes 00 seconds West along said south line, a distance of 1106.70 feet to an iron- pin; thence North 01 degrees 26 minutes 41 seconds East, a distance of 322.36 feet to a set Iron pin; thence North 89 degrees 17 minutes 00 seconds West, a distance of 230.50 feet to a set Iron pin; thence North 00 degrees 51 minutes 34 seconds East, a distance of 146.74 feet to a set Iron pin; thence South 88 degrees 56 minutes 00 seconds West, a distance of 302.55 feet to a set Iron pin; thence South 00 degrees 14 minutes 31 seconds West, a distance of 135.58 feet to an Iron pin; thence North 88 degrees 54 minutes 10 seconds West, a distance of 507.94 feet to a point on the west line of said Southeast Quarter; thence North 00 degrees 43 minutes 35 seconds East along said west line, a distance of 2305.49 feet to a set p.k. nail at the northwest corner of said Southeast Quarter; thence South 89 degrees 44 minutes 24 seconds East along the north line of said Southeast (Quarter, a distance of 2141.80 feet to a set iron pin, being 518.59 feet west of the northeast corner of said Quarter; thence South 00 degrees 43 minutes 35 seconds West, a distance of 2636.17 feet to the point of beginning, containing 121.000 acres more or less.

Except the following parcel: Commencing at a found iron pin at the Southwest corner of the Southeast quarter of said Section 35; thence North 90 degrees 00 minutes 22 seconds East, along the South line of said Southeast quarter, a distance of 1472.00 feet to a set 5/8 inch iron pin; thence North 00 degrees 00 minutes 00 seconds East, 40.00 feet to a set 5/8 inch pin; being the point of beginning; thence continuing North 00 degrees 00 minutes 00 seconds East, 497.78 feet to a set 5/8 inch iron pin; thence north 90 degrees 00 minutes 00 seconds East 243.00 feet to a set 5/8 inch pin; thence South 00 degrees 00 minutes 00 seconds West, 497.78 feet to a set 4/8 inch iron pin; thence South 90 degrees 00 minutes 00 seconds West, 243.00 feet to the point of beginning. Containing 2.77 acres, more or less.

Exhibit B

As-built plan showing location of water main on subject parcel



**ORDINANCE CERTIFICATE**

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF SANGAMON            )

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 11- 09, adopted by the Commission on the 21<sup>st</sup> day of ~~February~~ June, 2011, said Ordinance being entitled:

**AN ORDINANCE AUTHORIZING THE  
THE ACQUISITION OF EASMENTS**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Commission, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 21<sup>st</sup> day of June, 2011.

  
Clerk