

**AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT WITH,
AND PURCHASE OF AN EASEMENT FROM, BUDD ALAN HUDGINS**

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

SECTION 1: That certain Settlement Agreement and easement between the Sangamon Water Commission and Budd Alan Hudgins, and letter to Budd Alan Hudgins, copies of which are attached hereto, are hereby approved.

SECTION 2: The Chairman of the Commission is authorized and directed to execute said agreement, easement and letter on behalf of the Commission, with such minor changes thereto as may be requested by Mr. Hudgins and which do not materially change the agreement, and the proper officers of the Commission are authorized and directed to carry out the agreement and easement by their terms.

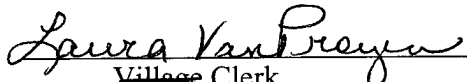
SECTION 3: This Ordinance is effective immediately.

PASSED this 19th day of October, 2010.



CHAIRMAN

ATTEST:



Village Clerk

AYES: McCard, Puffer, Hale
NAYS: 0

PASSED: 10/19/10
APPROVED: 10/19/10

ABSENT: none

SETTLEMENT AGREEMENT

This Settlement Agreement is by and between the South Sangamon Water Commission and Budd Alan Hudgins, and is dated this 19th day of October, 2010.

WHEREAS, Budd Alan Hudgins ("Hudgins") is the owner of record of certain land located in Sangamon County, Illinois, the legal description of which is as follows:

The Northwest Quarter of the Northwest Quarter of Section Seven (7), Township Fifteen (15) North, Range Three (3) West of the Third Principal Meridian containing Thirty-one and Twenty-two One-hundredths (31.22) acres, more or less; Said tract located all in the County of Sangamon, State of Illinois.

WHEREAS, the South Sangamon Water Commission has sought to take part of the land by eminent domain, the parcel sought to be acquired having the following legal description:

Part of the Northwest Quarter of the Northwest Quarter of Section 7, Township 15 North, Range 3 West of the Third Principal Meridian; Described more particularly as follows: Beginning at an iron pipe marking the Southwest Corner of the Northwest Quarter of the Northwest Quarter of the aforementioned Section 7, thence North 01 degrees 06 minutes 46 seconds West along the Section line a distance of 1338.24 feet to an iron pin marking the Northwest corner of Section 7, thence North 89 degrees 37 minutes 03 seconds east along the Section line a distance of 170.00 feet, thence South 44 degrees 15 minutes 08 seconds West 210.78 feet, thence South 01 degrees 06 minutes 46 seconds East 1188.14 feet to the Quarter, Quarter Section line, thence South 89 degrees 20 minutes 22 seconds West 20.00 feet to the Point of Beginning.

Said parcel contains 0.873 acres, more or less, all in the County of Sangamon, State of Illinois.

WHEREAS, in the eminent domain litigation, captioned *South Sangamon Water Commission v. Hudgins*, No. 2009 ED 7 in the Circuit Court for the Seventh Judicial Circuit, Sangamon County, Illinois, Hudgins has asserted certain affirmative defenses and counterclaims;

WHEREAS, the parties wish to settle all matters amicably.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The South Sangamon Water Commission shall pay Hudgins the sum of \$35,000.

2. Hudgins shall grant the Commission an easement in the form attached hereto as Exhibit A.

3. Hudgins hereby releases the Commission and its Commissioners, officers, agents, contractors and member municipalities (Villages of New Berlin and Chatham) from all claims and causes of action for trespass, crop damage or otherwise arising prior to the date of this Settlement Agreement. This is not, however, a release of any future claims for trespass or damages which may arise from activities outside the scope of the attached easement.

4. The parties shall by their respective counsel dismiss the litigation, including any counterclaims, with prejudice, and the Commission shall release the *lis pendens* that is on file with respect to the Property.

5. This is the entire agreement between the parties and all prior representations with respect to its subject matter are hereby disclaimed.

AGREED this 19th day of October, 2010.

SOUTH SANGAMON WATER COMMISSION,

By: Del McCard
Its Chairman

B. A. Hudgins
BUDD ALAN HUDGINS

This space for Recorder of Deeds

EASEMENT

Budd Alan Hudgins (“Grantor”), for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby grant and convey to **South Sangamon Water Commission**, a public corporation formed pursuant to Division 135 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.* (“Grantee”) a permanent and perpetual easement with the right to survey, construct, reconstruct, maintain, operate, inspect, renew, repair, remove, replace, change the size of, and upgrade a water pipeline and all related below ground appurtenances, including but not limited to electric lines and a brine line, serving a wellfield located in Section 6, Township 15 North, Range 3 West of the Third Principal Meridian (the “Wellfield”) in, on, over, under, across, upon and through the following described property situated in the County of Sangamon, State of Illinois:

Part of the Northwest Quarter of the Northwest Quarter of Section 7, Township 15 North, Range 3 West of the Third Principal Meridian; Described more particularly as follows: Beginning at an iron pipe marking the Southwest Corner of the Northwest Quarter of the Northwest Quarter of the aforementioned Section 7, thence North 01 degrees 06 minutes 46 seconds West along the Section line a distance of 1338.24 feet to an iron pin marking the Northwest corner of Section 7, thence North 89 degrees 37 minutes 03 seconds east along the Section line a distance of 170.00 feet, thence South 44 degrees 15 minutes 08 seconds West 210.78 feet, thence South 01 degrees 06 minutes 46 seconds East 1188.14 feet to the Quarter, Quarter Section line, thence South 89 degrees 20 minutes 22 seconds West 20.00 feet to the Point of Beginning. Said parcel contains 0.873 acres, more or less, all in the County of Sangamon, State of Illinois.

(the “Easement Area”).

In addition, Grantor grants and conveys to Grantee a permanent and perpetual roadway right-of-way easement, with the right to survey, construct, reconstruct, maintain, operate, inspect, renew, repair, remove, replace, change the size of, and upgrade a roadway serving the Wellfield, in a triangular portion of the Easement Area legally described as follows:

Part of the Northwest Quarter of the Northwest Quarter of section 7, Township 15 North, Range 3 West of the Third Principal Meridian; described more particularly as follows: Beginning at the Northwest Corner of the aforementioned Section 7, thence North 89 degrees 37 Minutes 03 seconds East along the section line a distance of 170.00 feet, thence South 44 degrees 15 minutes 08 Seconds West 238.87 feet to the section line, thence North 01 degrees 06 minutes 46 seconds West along the section Line a distance of 170.00 feet to the point of beginning. Said parcel contains 0.332 acres, more or less, all in the County of Sangamon, State of Illinois.

(the "Triangular Parcel").

The Easement Area and the Triangular Parcel are depicted on plats attached hereto as Exhibits A and B.

The Easement granted herein is for the use of Grantee and its Commissioners, employees, agents and contractors, and conveys no rights to the public generally either now or in the future. The roadway to be constructed on the Triangular Parcel may, however, be used by the following persons holding an ownership interest in the West Half of the Southwest Quarter of Section 6, Township 15 North, Range 3 West of the Third Principal Meridian: James R. Heissinger, James Farris, Mark S. Heissinger, Matt Mickey Heissinger and Curtis Hopkins and their successors for access to that property, and only after the roadway is constructed.

Grantor and the Grantee further agree as follows:

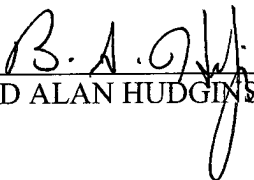
1. Improvements to be constructed in the Easement Area may be generally as depicted on plan sheets, Exhibit C hereto; however, the fence is optional.
2. Grantee may use the Easement Area as a temporary construction easement in connection with its construction of its Wellfield access road immediately west of the Easement Area.
3. Grantee shall restore the surface of the Easement Area to its original grade and original condition, and upon completion of construction, will immediately reseed the disturbed areas. Any monument stone, pipe or pin disturbed during construction shall be replaced in its original location in order to maintain said monuments for future survey purposes. After the commencement of any and all construction on the "Easement Area" and/or the "Triangular Parcel" Grantee shall have the exclusive obligation to maintain the drainage of water through and across the "Triangular Parcel" for and during the term of the easement as provided herein.
4. Grantee shall make reasonable efforts to prevent soil erosion, both during and after construction.

5. Grantee agrees to use all reasonable efforts to maintain the alignment of the improvements as shown on the plan sheets. However, should realignment be required, prior to or during construction, due to a condition beyond the control of the Grantee, such as discovery of a cultural or biological resource that requires the pipeline route to be modified or adjusted, Grantee shall revise the drawings accordingly, with Grantor's approval which shall not be unreasonably withheld, to be recorded in the County Recorder's Office at Grantee's expenses.

6. Grantee shall use reasonable efforts, such as appropriate signage, gates, etc., to keep the public out of the Easement Area.

7. This Easement is binding upon each party and upon their respective heirs, personal representatives, successors and assigns. This Easement shall be interpreted and enforced under the laws of the State of Illinois.

GRANTOR:

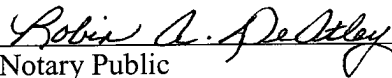


BUDD ALAN HUDGINS

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, a Notary Public in and for said County and State aforesaid, do hereby certify that BUDD ALAN HUDGINS, who is 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 2nd day of November, 2010.



Notary Public



GRANTEE:
SOUTH SANGAMON WATER COMMISSION

By: Del McCord
Del McCord, its Chairman

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, a Notary Public in and for said County and State aforesaid, do hereby certify that Del McCord, 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 19 day of October, 2010.

John M. Myers
Notary Public



I certify that this transaction is exempt from taxation pursuant to Section 31-45 (e) of the Real Estate Transfer Tax Law, 35 ILCS 200/31-1 et. seq., as a conveyance relating to property acquired by a governmental body.

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

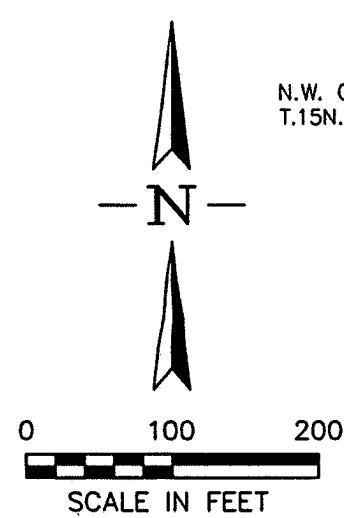
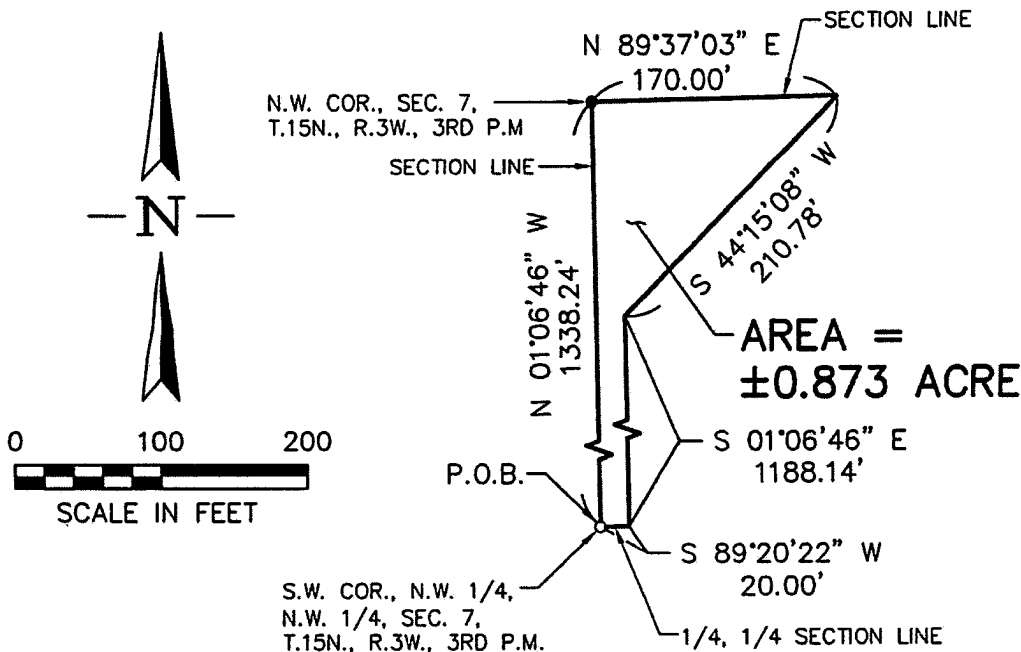
Prepared by/Return to:
John M. Myers
Rabin, Myers & Hanken, PC
1300 South Eighth St.
Springfield, IL 62703
(217) 544-5003

EASEMENT PLAT

LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED MORE PARTICULARLY AS FOLLOWS: BEGINNING AT AN IRON PIPE MARKING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE AFOREMENTIONED SECTION 7, THENCE NORTH 01 DEGREES 06 MINUTES 46 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 1338.24 FEET TO AN IRON PIN MARKING THE NORTHWEST CORNER OF SECTION 7, THENCE NORTH 89 DEGREES 37 MINUTES 03 SECONDS EAST ALONG THE SECTION LINE A DISTANCE OF 170.00 FEET, THENCE SOUTH 44 DEGREES 15 MINUTES 08 SECONDS WEST 210.78 FEET, THENCE SOUTH 01 DEGREES 06 MINUTES 46 SECONDS EAST 1188.14 FEET TO THE QUARTER, QUARTER SECTION LINE, THENCE SOUTH 89 DEGREES 20 MINUTES 22 SECONDS WEST 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.873 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.



OWNER: BUDD ALAN HUDGINS
 TAX I.D. NO.: 23-07-100-001

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

Richard Tonello
 ILLINOIS PROFESSIONAL LAND SURVEYOR # 2590

2-26-09
 DATE SIGNED



EXPIRES: 11/30/10

- LEGEND**
- STONE ■
 - IRON PIPE ○
 - IRON PIN ●
 - FD - FOUND

REVISIONS	DATE	BY



GREENE & BRADFORD, INC.
 OF SPRINGFIELD
 CONSULTING ENGINEERS
 3501 CONSTITUTION DRIVE
 SPRINGFIELD, ILLINOIS 62711
 (217) 793-8844, (217) 793-6227 FAX

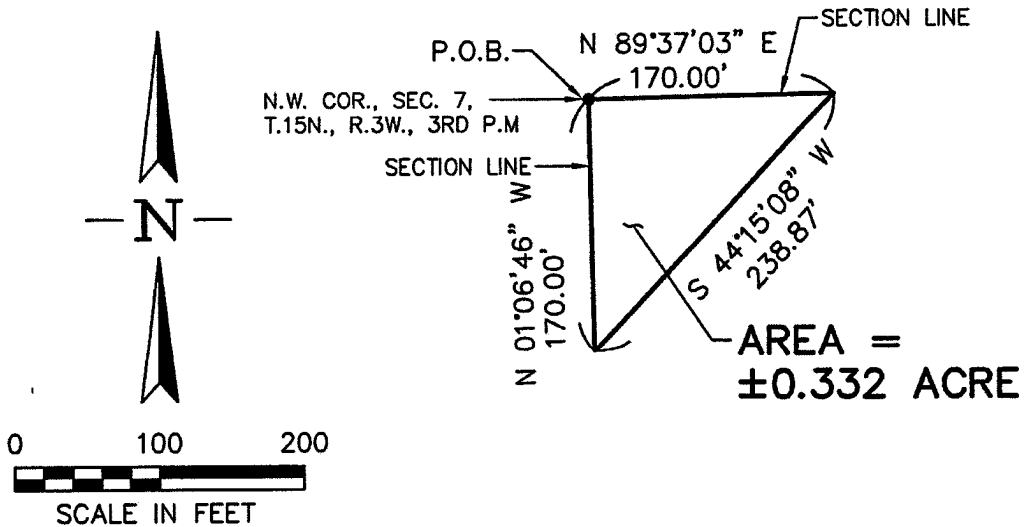
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DRAWN	BISHOP
PROJ. NO.	06-195
FIELD BOOK	X
COMPUTER FILE NO.	06195EASE_15.dwg

PROFESSIONAL LAND SURVEYING FIRM NO. 048-000098

ROADWAY EASEMENT PLAT

LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 15 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN; DESCRIBED MORE PARTICULARLY AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE AFOREMENTIONED SECTION 7, THENCE NORTH 89 DEGREES 37 MINUTES 03 SECONDS EAST ALONG THE SECTION LINE A DISTANCE OF 170.00 FEET, THENCE SOUTH 44 DEGREES 15 MINUTES 08 SECONDS WEST 238.87 FEET TO THE SECTION LINE, THENCE NORTH 01 DEGREES 06 MINUTES 46 SECONDS WEST ALONG THE SECTION LINE A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.332 ACRES, MORE OR LESS, ALL IN THE COUNTY OF SANGAMON, STATE OF ILLINOIS.



OWNER: BUDD ALAN HUDGINS
TAX I.D. NO.: 24-07-100-001

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

Richard Tonellato
ILLINOIS PROFESSIONAL LAND SURVEYOR # 2590



10-5-10
DATE SIGNED

EXPIRES: 11/30/12

LEGEND
STONE ■
IRON PIPE ○
IRON PIN ●
FD - FOUND

REVISIONS	DATE	BY



GREENE & BRADFORD, INC.
OF SPRINGFIELD

CONSULTING ENGINEERS
3501 CONSTITUTION DRIVE
SPRINGFIELD, ILLINOIS 62711
(217) 793-8844, (217) 793-6227 FAX

PROFESSIONAL LAND SURVEYING FIRM NO. 048-000098

DATE	02/20/09
DRAWN	BISHOP
PROJ. NO.	06-195
FIELD BOOK	X
COMPUTER FILE NO.	06195ROAD-EASE_15.dwg

01/18/2012

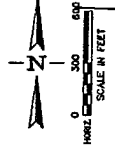
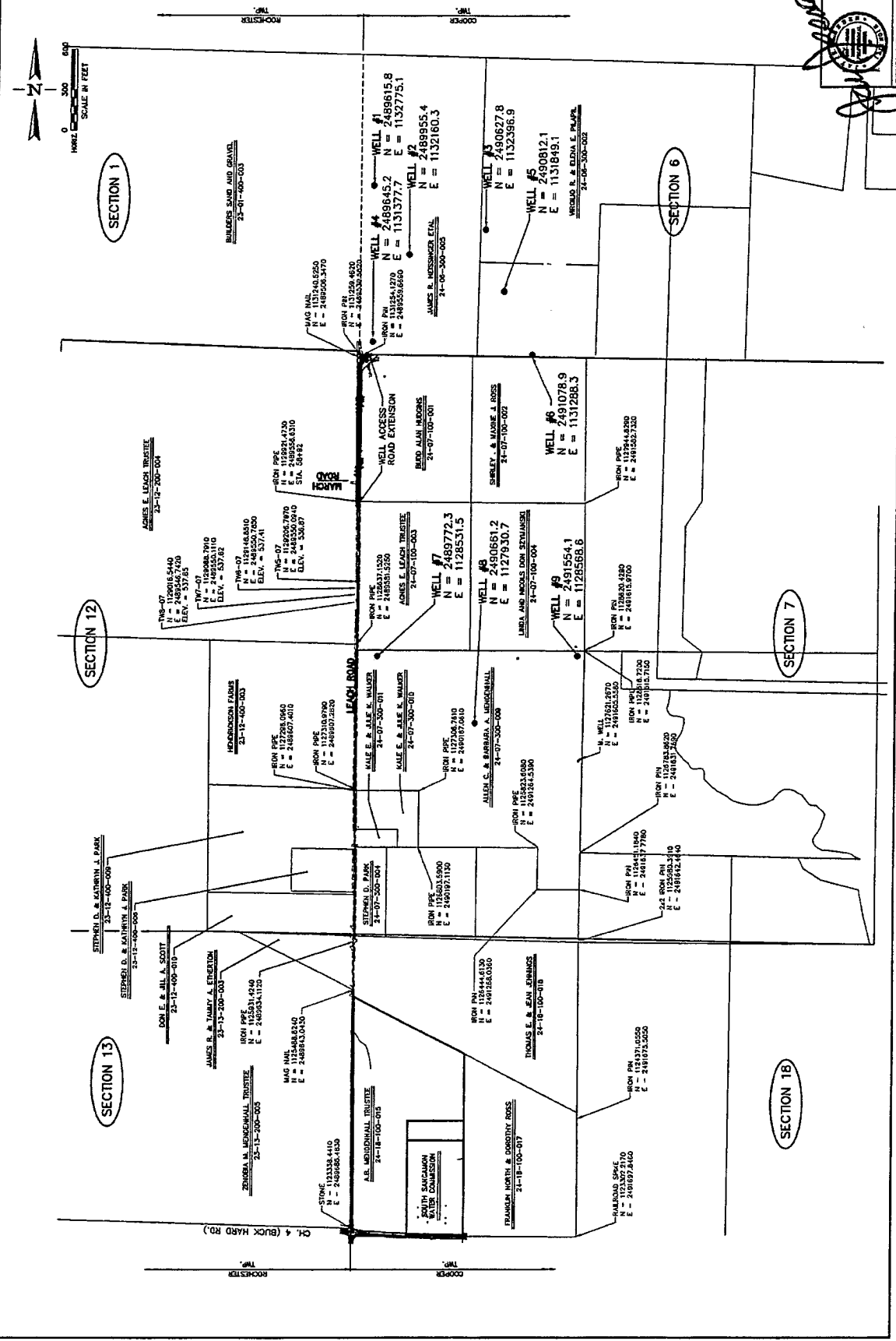
GENERAL WELL LAYOUT
LEACH ROAD EXTENSION
WELL FIELD ACCESS ROAD

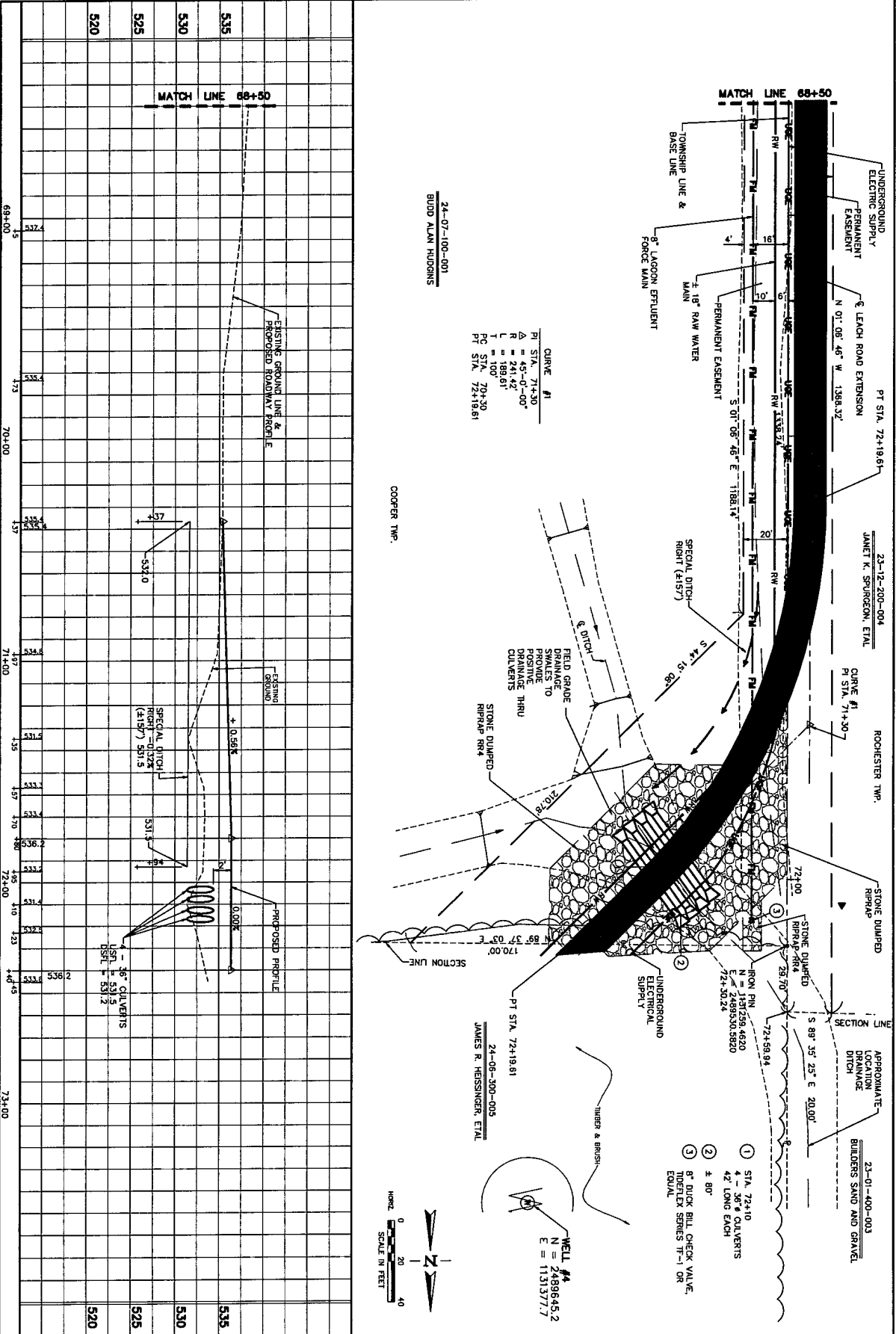


GREENE & BRADFORD, INC.
CONSULTING ENGINEERS
250 CROFTS ROAD
ROCHESTER, NY 14623
PHONE: (716) 585-1100
FAX: (716) 585-1101
WWW.GREENERANDBRADFORD.COM

NO.	DATE	ISSUED
1	06/21/10	JESSN
2		COADY
3		KUNTZMAN
4		JESSN

NO.	DATE	ISSUED
1	06/21/10	JESSN
2		COADY
3		KUNTZMAN
4		JESSN



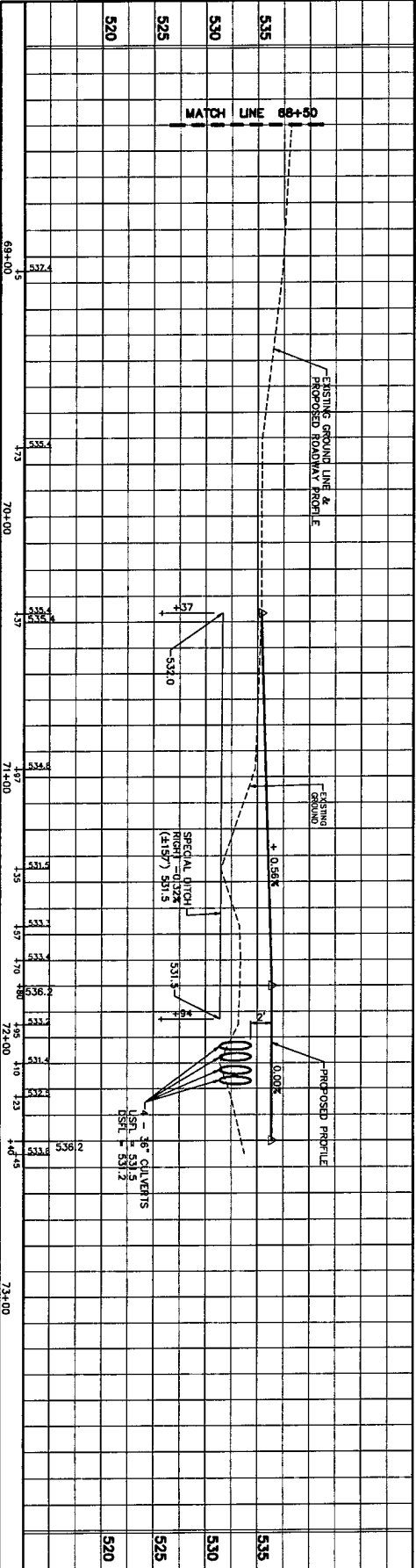


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 PC STA. 71+30
 PI STA. 71+30
 PTA STA. 71+30
 L = 241.42'
 T = 189.81'
 PC STA. 72+30
 PT STA. 72+30

24-07-100-001
 BUDD ALAN HUDGINS

COOPER TWP.

24-05-300-005
 JAMES R. HEISSINGER, E.T.A.L.



PLAN AND PROFILE
 SOUTH SANGAMON WATER COMM
 LEACH ROAD EXTENSION
 WELL FIELD ACCESS ROAD

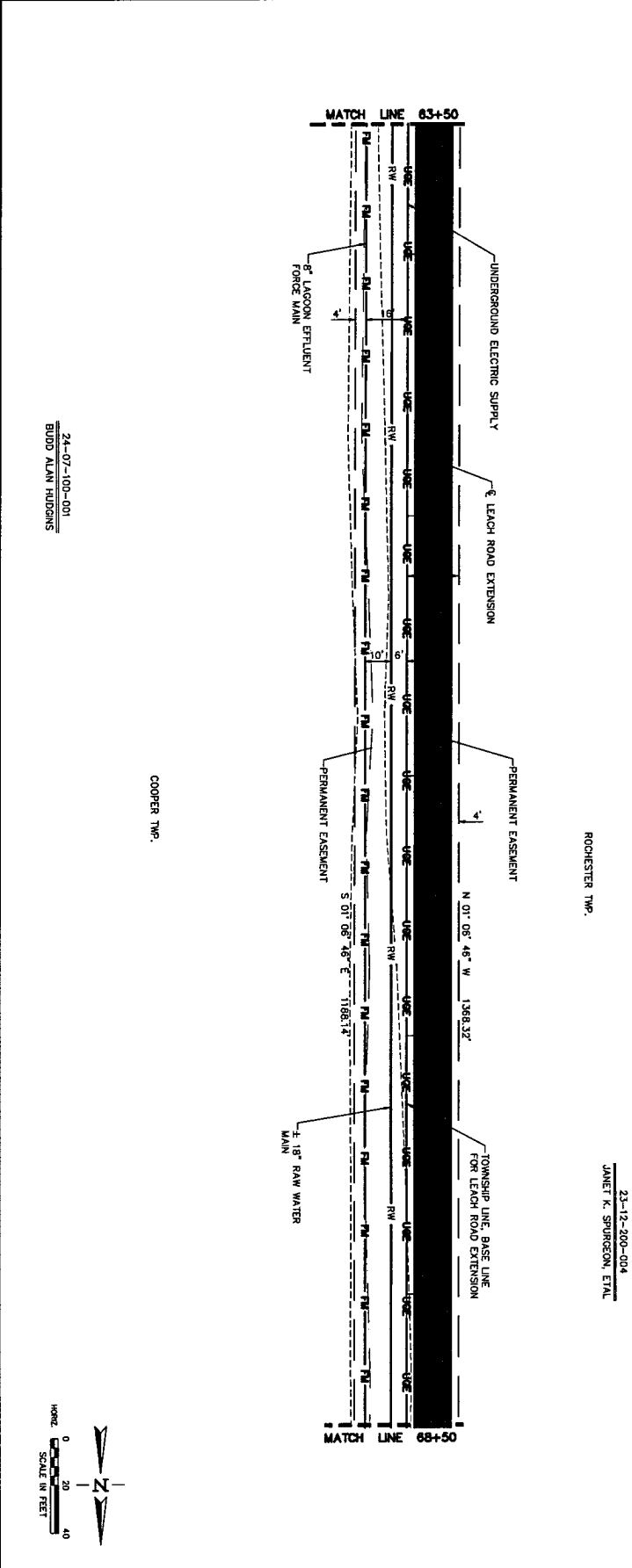
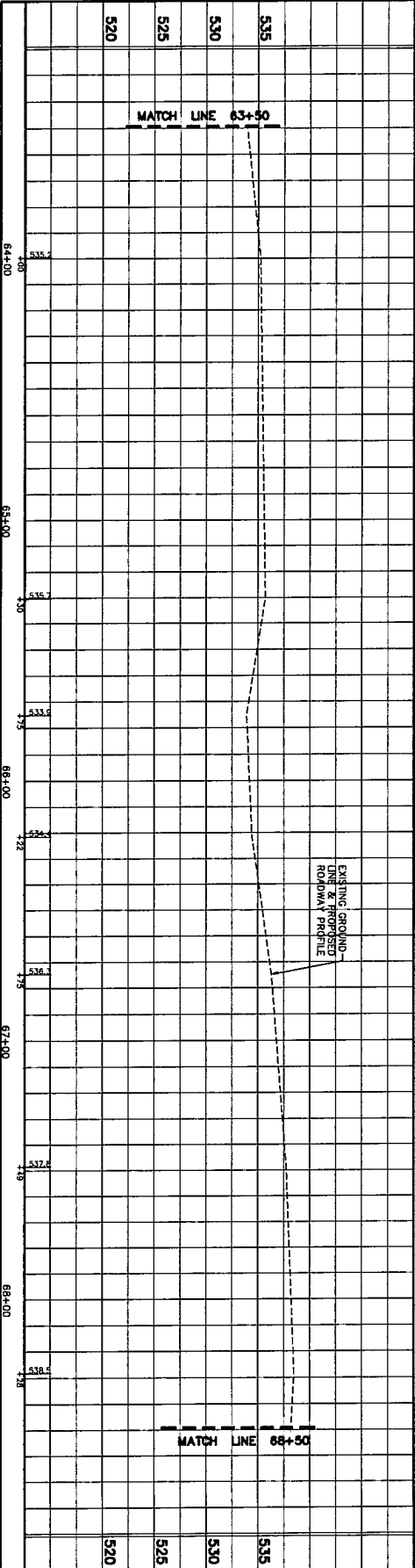
PROJ. NO. 00105
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 6/21/10



GREENE & BRADFORD, INC.
 OF SPRINGFIELD
 CONSULTING ENGINEERS
 3501 CONSTITUTION DRIVE
 SPRINGFIELD, ILLINOIS 62711
 PROFESSIONAL DESIGN FIRM NO. 154-001179
 PROFESSIONAL & STRUCTURAL ENGINEERING CORPORATION
 (217) 793-8844, 793-5227 (F), E-MAIL: [Email Address]

DATE	06/21/10
DRAWN	JESSEN
CHECKED	COADY
APPROVED	KUNTZMAN
ISSUED	JESSEN

NO.	DATE	BY	REVISION



24-07-100-001
 BUDD ALAN HUDGINS

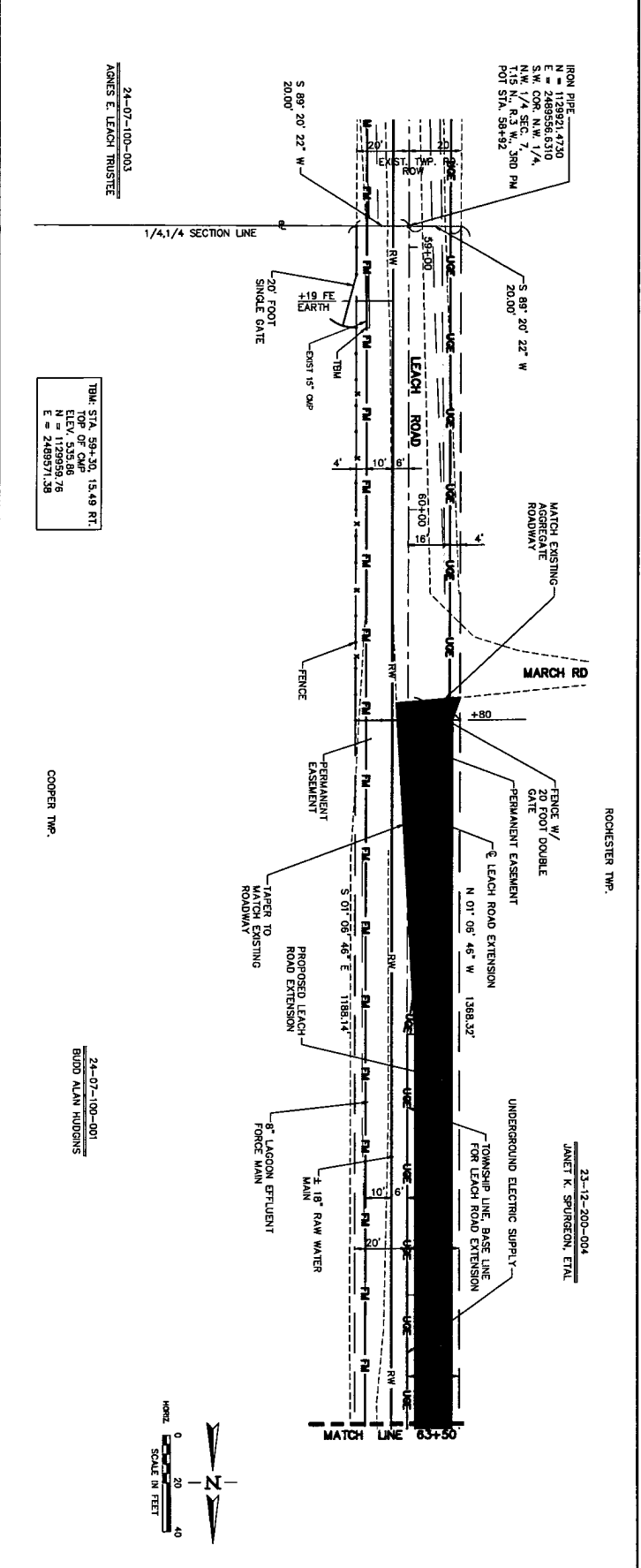
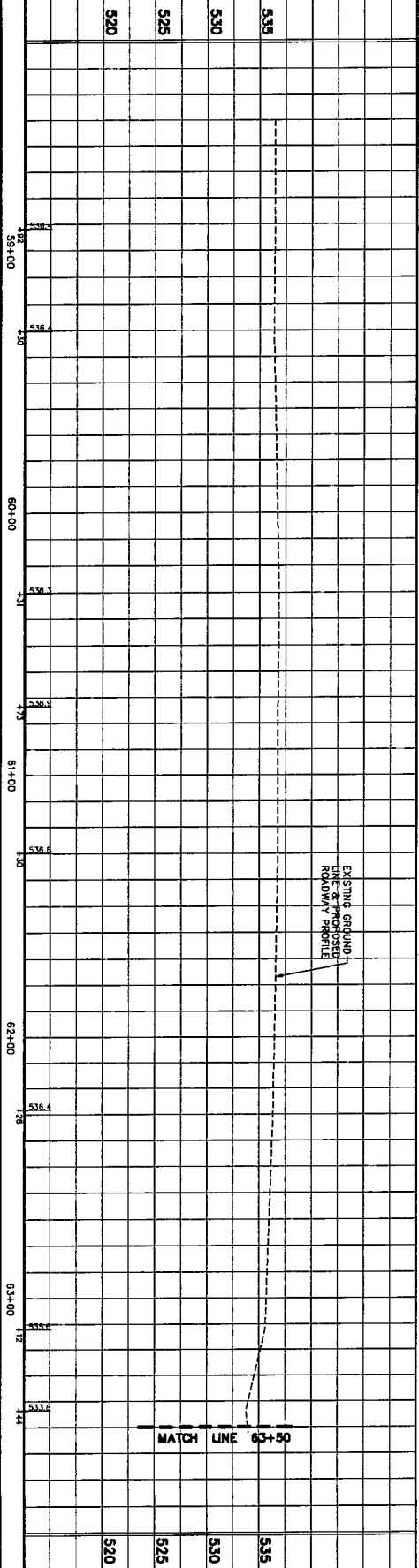
COOPER TWP.

ROCHESTER TWP.

23-12-200-004
 JANET K. SPURGEON, ETAL



<p>PLAN AND PROFILE</p> <p>SOUTH SANGAMON WATER COMM</p> <p>LEACH ROAD EXTENSION</p> <p>WELL FIELD ACCESS ROAD</p>		<p>GREENE & BRADFORD, INC. OF SPRINGFIELD</p> <p>CONSULTING ENGINEERS 3501 CONSTITUTION DRIVE SPRINGFIELD, ILLINOIS 62711 PROFESSIONAL DESIGN FIRM NO. 184-001179 PROFESSIONAL & STRUCTURAL ENGINEERING CORPORATION (217) 793-8844, 793-8227 (F), E-MAIL - eng@greenesbradford.com</p>	<p>DATE 06/21/10</p> <p>DRAWN JESSEN</p> <p>CHECKED COADY</p> <p>DESIGNED KUNTZMAN</p> <p>APPROVED JESSEN</p>	<table border="1"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	BY	REVISION												
DATE	BY		REVISION																
<p>PROJECT NO. 08193</p> <p>FIELD WORK COMPLETE</p> <p>DATE OF SCALE</p> <p>CONTRACT FILE NO.</p> <p>SCALE</p> <p>DATE</p> <p>OF 5 SHEETS</p>																			



24-07-100-003
 AGNES E. LEACH TRUSTEE

TBM: STA. 59+30, 15.49 FT.
 TOP OF CMP
 ELEV. 535.86
 S. 89° 20' 22" W
 E = 248937.28

COOPER TWP.

24-07-100-001
 BUDD ALAN HUDSINS

23-12-200-004
 JANET K. SPRIGGON, ETAL

DATE	06/21/10
DRAWN	COADY
CHECKED	KUNTZMAN
APPROVED	JESSEN

PLAN AND PROFILE
 SOUTH SANGAMON WATER COMM
 LEACH ROAD EXTENSION
 WELL FIELD ACCESS ROAD

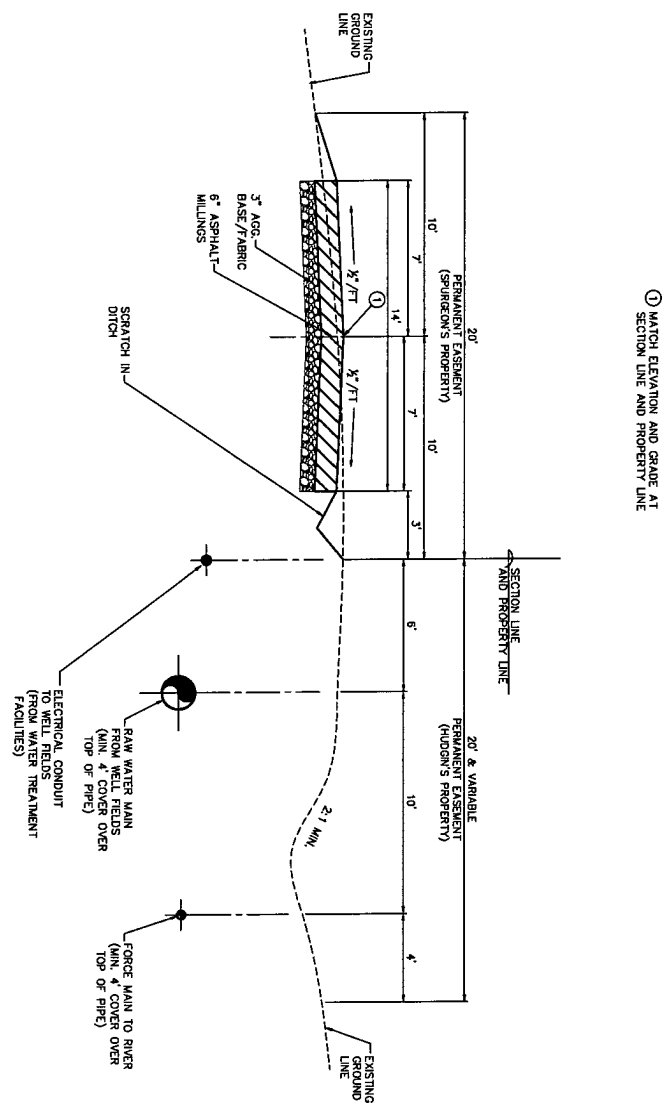
GREENE & BRADFORD, INC.
 OF SPRINGFIELD

CONSULTING ENGINEERS
 3501 CONSTITUTION DRIVE
 SPRINGFIELD, ILLINOIS 62711
 PROFESSIONAL DESIGN FIRM NO. 154-00179
 PROFESSIONAL & STRUCTURAL ENGINEERING CORPORATION
 (217) 793-8844, 793-9327 (F), E-MAIL: info@greenenbradford.com


ISSUED	

DATE	BY	REVISION

**PROPOSED
 TYPICAL SECTION
 (LEACH ROAD EXTENSION)**
 (NOT TO SCALE)
 LOOKING NORTH



① MATCH ELEVATION AND GRADE AT SECTION LINE AND PROPERTY LINE

<p>PLAN</p> <p>SOUTH SANGAMON WATER COMM LEACH ROAD EXTENSION WELL FIELD ACCESS ROAD</p>	 <p>GREENE & BRADFORD, INC. OF SPRINGFIELD</p> <p>CONSULTING ENGINEERS 3501 CONSTITUTION DRIVE SPRINGFIELD, ILLINOIS 62711 PROFESSIONAL DESIGN FIRM NO. 184-001179 PROFESSIONAL & STRUCTURAL ENGINEERING CORPORATION (217) 793-8844, 793-6227 (C), E-MAIL: info@greenebradford.com</p>	<p>DATE 06/21/10</p> <p>DESIGNED JESSEN</p> <p>DRAWN COADY</p> <p>CHECKED KUHTZMAN</p> <p>APPROVED JESSEN</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>BY</th> <th>REASON</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	BY	REASON																<p>ISSUED</p>
DATE	BY	REASON																				
<p>PROJECT NO. 081195</p> <p>SCALE: 1" = 10'</p> <p>DATE: 08/20/10</p> <p>BY: JRB</p> <p>NO. 2</p> <p>OF 5 SHEETS</p>																						

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. 10- 34, adopted by the Commission on the 19th day of October, 2010, said Ordinance being entitled:

**AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT WITH,
AND PURCHASE OF AN EASEMENT FROM, BUDD ALAN HUDGINS**

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 19th day of October 2010.


Clerk