

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT FOR ELECTRICAL
AND CONTROL EQUIPMENT BETWEEN SOUTH SANGAMON WATER
COMMISSION AND THE VILLAGE OF CHATHAM**

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

SECTION 1: That South Sangamon Water Commission hereby approves an Easement Agreement for Electrical and Control Equipment between South Sangamon Water Commission and the Village of Chatham.

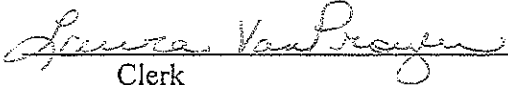
SECTION 2: That Chairman and appropriate officer are authorized and directed to execute the said Agreement attached hereto as Exhibit 1 on behalf of the Commission, and the proper officers of the Commission are directed to carry out the proposal by its terms.

SECTION 3: This Resolution is effective immediately.

PASSED this 21st day of November, 2022.


CHAIRMAN

ATTEST:


Clerk

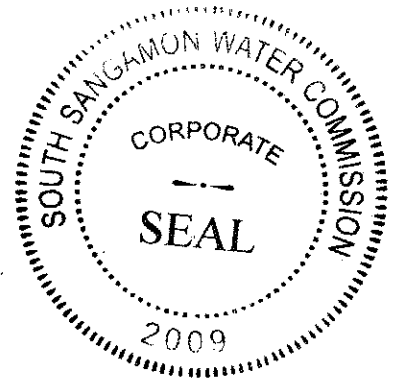
AYES: Roth, Morris, Johnson

NAYS: 0

PASSED: 11-21-22

APPROVED: 11-21-22

ABSENT: 0



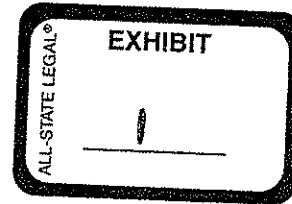
**EASEMENT AGREEMENT FOR
ELECTRICAL AND CONTROLS
EQUIPMENT**

Return to:

South Sangamon Water Commission
9199 Buckart Rd.
Rochester, IL 62563

Prepared by:

Randall W. Segatto
Barber, Segatto, Hoffee, Wilke & Cate, LLP
P.O. Box 79
Springfield, IL 62705-0079
217/544-4868



THIS AGREEMENT made this 8 day of Nov., 2022, by and between VILLAGE OF CHATHAM, ILLINOIS, a Municipal Corporation, hereinafter referred to as Grantor, and SOUTH SANGAMON WATER COMMISSION, hereinafter called the Grantee.

WITNESSETH:

In consideration of the sum of one dollar (\$1.00) paid by Grantee, and of the mutual covenants, conditions and stipulations conformed in this easement agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually covenanted, stipulated and agreed by and between the parties as follows:

1. The Grantor does hereby grant, release, assign, convey and quitclaim unto the Grantee a temporary construction easement upon, over, under and across the real estate described on Exhibit "A" attached hereto and made part hereof for the purpose of installing Electrical and Controls Equipment associated with the emergency backup water supply agreement executed by the Grantor and Grantee and all other equipment, apparatus and paraphernalia incidental to.

The temporary construction easement shall terminate upon completion of construction.

2. The Grantor does hereby grant, release, assign, convey and quitclaim unto the Grantee a permanent construction, operating, and maintenance easement and right of way forever upon, over, under and across the real estate described on Exhibit "B" attached hereto and made part hereof for the purposes of owning, installing, operating, maintaining, repairing, reconstructing and replacing the Electrical and Controls equipment associated with the emergency backup water supply agreement executed by the Grantor and Grantee and for all other equipment, apparatus and paraphernalia incidental to.

3. The duration of the easement established by paragraph 2 herein shall be perpetual and shall constitute a covenant running with the land and shall be for the benefit and use of the Grantee and Grantor. Notwithstanding the foregoing, the easement established in paragraph 2 shall terminate at the expiration of the emergency backup water supply agreement executed by the Grantor and Grantee. At the termination of the easement, the Grantee shall be allowed to removed its Electrical and Controls equipment and all other equipment apparatus and paraphernalia incidental to from the easement area.

4. This Agreement shall be and is obligatory and binding upon the Grantor, its successors, grantees and assigns and the Grantee and its successors, grantees and assigns.

5. Grantor hereby grants that it and its successors, grantees and assigns will permit the Grantee, by and through its proper officers, agents or employees at any and all times, when necessary or convenient to do so, to go over and upon the above described lands in order to perform any and all acts necessary or convenient for the Grantee to operate, maintain or repair the Electrical and Controls equipment properly to carry into effect the purposes for which this easement is made. Grantor further agrees not to molest, disturb or in any other manner interfere with the Grantee officers, agents or employees in regard to the clearing, trenching for, laying, constructing, maintaining, operating or repairing the Electrical and Controls equipment.

6. The Grantee warrants to Grantor that it will, after the construction or repair conducted on any of the premises above described, return the terrain of the used portion to as near as possible the same condition as it was prior to construction or repair. The Grantee agrees to reseed all disturbed grass areas.

7. The Grantee agrees to indemnify and hold harmless the Grantor, its successors, grantees and assigns, from any and all liability occasioned by acts of Grantee, its officers, agents, invitees, independent contractors, and employees occurring during the course of any construction, maintenance, operation or repair upon the premises described herein except for those matters caused by the Grantor's or its legal representative's, employee's or agent's negligence or misconduct.

8. The Grantor and Grantee affirmatively states it has taken the appropriate authorizing actions to enter into this agreement.

Exempt under provision of Paragraph (e), 35 ILCS 200/31-45, Real Estate Transfer Tax Act.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in duplicate, on the date heretofore stated.

GRANTOR: VILLAGE OF CHATHAM GRANTEE: SOUTH SANGAMON WATER
COMMISSION

By

Its President

By

Its Chairman

Attested to:

Its Village Clerk

Attested to:

Its Secretary

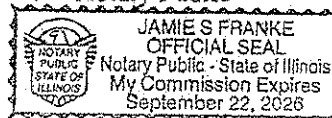
STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that David C. Kinsey and Dan J. Holden, as President and Village Clerk of the Village of Chatham, 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 that said instrument as said President and Village Clerk, as their free and voluntary act, for the uses and purposes therein set forth, pursuant to a Resolution of the Board Trustees of the Village of Chatham.

Given under my hand and Notarial Seal this 8 day of November, 2022.

Jamie S. Franke
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JAMES G. ROTH and LAURA VANPROYEN, as Chairman and 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 that said instrument as said Chairman and Clerk, as their free and voluntary act, for the uses and purposes therein set forth, pursuant to the authority of the Board of Commissioners of the South Sangamon Water Commission.

Given under my hand and Notarial Seal this _____ day of _____, 2022.

Notary Public

334899

**TEMPORARY EASEMENT DESCRIPTION
FOR
SOUTH SANGAMON WATER COMMISSION**

Part of Lot 1 of Lakeside Estate Subdivision, being part of the Northeast Quarter (NE¼) of Section 9, Township 14 North, Range 5 West of the Third Principal Meridian, as per Plat recorded in Plat Book 15 at Page 51, except, however, the West 161 feet of said Lot 1 and except also, the South 100 feet of said Lot 1, situated in Sangamon County, Illinois.

Being more particularly described as follows:

Commencing at the Southeast corner of above said Lot One; thence North 00°37'45" West along the East line of said Lot One, 100.00 feet to the Southeast corner of a parcel of property owned by the Village of Chatham, Illinois, Tax ID# 29-09.0-226-004, said corner being the true point of beginning; thence South 88°15'33" West along the South line of said Village of Chatham parcel, 40.00 feet; thence North 00°37'45" West parallel with the East line of said Lot One, 40.00 feet; thence North 88°15'33" East, 26.7 feet to the Easterly line of said Lot One; thence Southeasterly along the Easterly line of said Lot One 42.5 feet more or less to the true point of beginning.



**PERMANENT EASEMENT DESCRIPTION
FOR
SOUTH SANGAMON WATER COMMISSION**

Part of Lot 1 of Lakeside Estate Subdivision, being part of the Northeast Quarter (NE¼) of Section 9, Township 14 North, Range 5 West of the Third Principal Meridian, as per Plat recorded in Plat Book 15 at Page 51, except, however, the West 161 feet of said Lot 1 and except also, the South 100 feet of said Lot 1, situated in Sangamon County, Illinois.

Being more particularly described as follows:

Commencing at the Southeast corner of above said Lot One; thence North 00°37'45" West along the East line of said Lot One, 100.00 feet to the Southeast corner of a parcel of property owned by the Village of Chatham, Illinois, Tax ID# 29-09.0-226-004, said corner being the true point of beginning; thence South 88°15'33" West along the South line of said Village of Chatham parcel, 20.00 feet; thence North 00°37'45" West parallel with the East line of said Lot One, 20.00 feet; thence North 88°15'33" East, 15.7 feet to the Easterly line of said Lot One; thence Southeasterly along the Easterly line of said Lot One 20.8 feet more or less to the true point of beginning.



RESOLUTION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

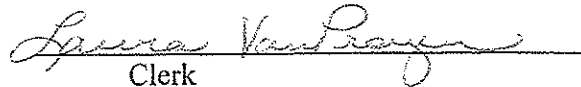
I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the resolution attached hereto is a full, true, and exact copy of Resolution No. 22-05 adopted by the Commission on the 21st day of November, 2022, said Resolution being entitled:

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT FOR ELECTRICAL
AND CONTROL EQUIPMENT BETWEEN SOUTH SANGAMON WATER
COMMISSION AND THE VILLAGE OF CHATHAM**

I do further certify that prior to the making of this certificate, the said Resolution 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 day of November, 2022


Clerk

