

RESOLUTION NO. _____

Synopsis: The following resolution will authorize and direct the execution of the expansion of an existing electrical line easement between the City of Washington, IL and Ameren Illinois Company. This expansion will increase the overall easement width of the Tazewell Eastern Transmission line from 60 feet to 100 feet to prevent trees and vegetation from compromising the line and increase the protected space around the lines. As such, the two existing easements in the City of Washington's English Oak and Stoneridge subdivisions' storm water basins will increase by an additional 20 feet, from an existing 30-foot width to 50 feet.

**A RESOLUTION AUTHORIZING THE EXECUTION OF TWO
TRANSMISSION EASEMENT GRANTS WITH AMEREN ILLINOIS
COMPANY**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON,
TAZEWELL COUNTY, ILLINOIS, an Illinois home-rule municipality, as follows:**

Section 1. That the Two (2) Transmission Easement Grants between Ameren Illinois Company, and the City of Washington, copies of which is attached hereto as Exhibit "A" and "B," and by reference expressly made a part hereof, be, and the same is hereby approved.

Section 2. That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Transmission Easement Grants to Ameren Illinois Company on behalf of the City of Washington in substantially the form of the documents attached hereto as Exhibit "A" and "B," and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

Section 3. That this resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, an Illinois home-rule municipality, that the Two Transmission Easement Grants between Ameren Illinois Company, and the City of Washington are hereby accepted by the City.

DATED this 3rd day of December, 2018.

Ayes: _____

Nays: _____

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

This area to be used for recording information only.

TRANSMISSION EASEMENT

Agreement ID: _____

Project ID: _____

THIS INDENTURE, Made this _____ day of _____, 20____, by and between City of Washington, its successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation, and unto AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois corporation, 1901 Chouteau Avenue, Mail Code 700, St. Louis, Missouri 63103, its successors, assigns, agents, lessees, tenants, contractors, sub-contractors and licensees, hereinafter referred to as Grantee,

WITNESSETH

For and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration to be paid to Grantor by Grantee within ninety (90) days from the date hereof or the release of this easement from any liens or encumbrances of record, whichever date is later, Grantor does hereby grant, bargain, sell, convey, and confirm unto Grantee the perpetual right and easement in, on, upon, along, over, through, across, and under the following described lands situated in Tazewell County, Illinois, more particularly described as follows, and also depicted on Exhibit "A" attached hereto and made a part hereof.

EASEMENT DIAGRAM AND LEGAL DESCRIPTION MARKED AS "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE THERETO.

TAX ID NUMBER: 02-02-21-216-008

Together with the perpetual right, permission, privilege, and authority in Grantee to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, inspect, patrol, add to the number of and relocate at will, at any time, and from time to time, in, on, upon, along, over, through, across, and under the herein described easement a line or lines of towers, poles, conduits and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other appurtenances, for the purpose of transmitting electric energy or other power, and for telecommunications; to trim, cut, clear or remove, at any time, and from time to time, by any means whatsoever, from said easement or the premises of the Grantor adjoining the same on either side trees, brush, and any and all obstructions of whatsoever kind or character which, in the judgment of Grantee, may endanger the safety of, or interfere with, the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspecting, patrolling, addition to and relocation of, Grantee's facilities; and the right of ingress and egress to, from, and over the herein described easement and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein granted; also the

privilege of removing at Grantee's option at any time, any or all of Grantee's improvements erected in, on, upon, over, and under the herein described easement.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, addition to and relocation of, Grantee's facilities.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority validly to grant this easement, and that Grantee may quietly enjoy the premises.

The Grantee shall be responsible for actual damages to the herein described property, to the extent such property damage arises out of the construction, operation, maintenance or repair of Grantee's facilities, and shall reimburse the Grantor for such property damage. Grantee shall not be responsible for any indirect, consequential or punitive damages.

TO HAVE AND TO HOLD the easement aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, lessees, tenants, contractors, subcontractors, and licensees, forever.

This easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

IN WITNESS WHEREOF, City of Washington has caused these presents to be signed by its

City of Washington

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

} ss

This instrument was acknowledged before me on _____, 20____, by _____
as _____ of City of Washington (Grantor).

Notary Public

Prepared by: Volkert, Inc., Leah Bauman
1101 Eastport Plaza Drive, Suite 100
Collinsville, Illinois 62234

Return to: Volkert, Inc., Teresa McClure
1101 Eastport Plaza Drive, Suite 100
Collinsville, Illinois 62234

EXHIBIT "B"

This area to be used for recording information only.

TRANSMISSION EASEMENT

Agreement ID: _____

Project ID: _____

THIS INDENTURE, Made this _____ day of _____, 20____, by and between City of Washington, its successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation, and unto AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS, an Illinois corporation, 1901 Chouteau Avenue, Mail Code 700, St. Louis, Missouri 63103, its successors, assigns, agents, lessees, tenants, contractors, sub-contractors and licensees, hereinafter referred to as Grantee,

WITNESSETH

For and in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration to be paid to Grantor by Grantee within ninety (90) days from the date hereof or the release of this easement from any liens or encumbrances of record, whichever date is later, Grantor does hereby grant, bargain, sell, convey, and confirm unto Grantee the perpetual right and easement in, on, upon, along, over, through, across, and under the following described lands situated in Tazewell County, Illinois, more particularly described as follows, and also depicted on Exhibit "A" attached hereto and made a part hereof.

EASEMENT DIAGRAM AND LEGAL DESCRIPTION MARKED AS "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE THERETO.

TAX ID NUMBER: 02-02-21-401-014

Together with the perpetual right, permission, privilege, and authority in Grantee to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, inspect, patrol, add to the number of and relocate at will, at any time, and from time to time, in, on, upon, along, over, through, across, and under the herein described easement a line or lines of towers, poles, conduits and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other appurtenances, for the purpose of transmitting electric energy or other power, and for telecommunications; to trim, cut, clear or remove, at any time, and from time to time, by any means whatsoever, from said easement or the premises of the Grantor adjoining the same on either side trees, brush, and any and all obstructions of whatsoever kind or character which, in the judgment of Grantee, may endanger the safety of, or interfere with, the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspecting, patrolling, addition to and relocation of, Grantee's facilities; and the right of ingress and egress to, from, and over the herein described easement and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein granted; also the

privilege of removing at Grantee's option at any time, any or all of Grantee's improvements erected in, on, upon, over, and under the herein described easement.

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with the surveying, staking, construction, reconstruction, erection, placement, retention, operation, maintenance, inspection, patrolling, addition to and relocation of, Grantee's facilities.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this easement, it is the owner of the above described land and has full right and authority validly to grant this easement, and that Grantee may quietly enjoy the premises.

The Grantee shall be responsible for actual damages to the herein described property, to the extent such property damage arises out of the construction, operation, maintenance or repair of Grantee's facilities, and shall reimburse the Grantor for such property damage. Grantee shall not be responsible for any indirect, consequential or punitive damages.

TO HAVE AND TO HOLD the easement aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, lessees, tenants, contractors, subcontractors, and licensees, forever.

This easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

IN WITNESS WHEREOF, City of Washington has caused these presents to be signed by its

City of Washington

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

} ss

This instrument was acknowledged before me on _____, 20____, by _____
as _____ of City of Washington (Grantor).

Notary Public _____

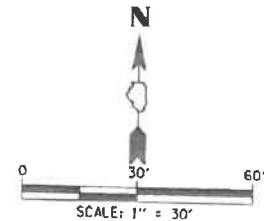
Prepared by: Volkert, Inc., Leah Bauman
1101 Eastport Plaza Drive, Suite 100
Collinsville, Illinois 62234

Return to: Volkert, Inc., Teresa McClure
1101 Eastport Plaza Drive, Suite 100
Collinsville, Illinois 62234

"EXHIBIT A"

LEGEND

	PARCEL LINE
	RIGHT OF WAY LINE
	SECTION LINE
	QUARTER SECTION LINE
	QUARTER/QUARTER SECTION LINE
	TRANSMISSION LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	IRON PIPE FOUND
	IRON PIN FOUND
	CONCRETE MONUMENT FOUND
	POINT OF BEGINNING
	RECORD DIMENSION
	RECORD AND SURVEYED DIMENSION
	CHORD BEARING
	CHORD DISTANCE
	PROPOSED EASEMENT AREA
	EXISTING 30' WIDE EASEMENT
	AREA PER DB 2236 PG 118



ENGLISH OAK
(60' WIDE)
R=130.00'(R&S)
L=25.26(R&S)
CB=55°38'43"E
CD=25.22'

EASEMENT LEGAL DESCRIPTION:
PART OF LOT 92-A OF STONEGATE, SECTION SIX, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED IN PLAT BOOK TT PAGE 132, TAZEWELL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIPE AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 26 NORTH, RANGE 3 WEST OF THE THIRD PRINCIPAL MERIDIAN; THENCE ALONG WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, SOUTH 01 DEGREES 15 MINUTES 33 SECONDS EAST, 82.90 FEET THE NORTHWEST CORNER OF LOT 92-A OF SAID STONEGATE SECTION SIX, BEING THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID LOT 92-A, NORTH 89 DEGREES 10 MINUTES 25 SECONDS EAST, 36.31 FEET; THENCE SOUTH 01 DEGREES 35 MINUTES 45 SECONDS WEST, 126.56 FEET TO THE EAST LINE OF A 30 FOOT WIDE EASEMENT TO CENTRAL ILLINOIS LIGHT COMPANY, RECORDED IN DEED BOOK 2236, PAGE 118 OF THE TAZEWELL COUNTY RECORDS; THENCE ALONG SAID EAST EASEMENT LINE, SOUTH 01 DEGREES 15 MINUTES 33 SECONDS EAST, 45.45 FEET TO THE SOUTH LINE OF SAID LOT 92-A; THENCE ALONG SAID SOUTH LINE, SOUTH 88 DEGREES 20 MINUTES 58 SECONDS WEST, 30.00 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21; THENCE ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, NORTH 01 DEGREES 15 MINUTES 33 SECONDS WEST, 172.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.128 ACRES OF WHICH 0.119 ACRES HAS BEEN PREVIOUSLY GRANTED FOR EASEMENT PURPOSES.



WE, EFK MOEN, LLC, HEREBY CERTIFY THAT THIS EXHIBIT IS AN ACCURATE REPRESENTATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION FOR THE EXCLUSIVE BENEFIT OF AMEREN ILLINOIS.
Christopher Ferrante 08/30/2018
CHRISTOPHER FERRANTE
ILLINOIS PROFESSIONAL LAND SURVEYOR
035-003564
LICENSE EXPIRES 11/30/2018

- NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NAD 83, WITH THE HORIZONTAL DATUM OF 1983 (GPS OBSERVATION).
 2. FIELD WORK COMPLETED APRIL OF 2018.

IT IS NOT WARRANTED THAT THIS EXHIBIT CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES, ENCROACHMENTS, OR OTHER ENCUMBRANCES.

AMEREN ILLINOIS
TAZEWELL-EASTERN
TAX ID 02-02-21-401-014
TAZEWELL COUNTY, ILLINOIS
EFK Moen, LLC 13523 BARRETT PKWY DR
SUITE 250
ST. LOUIS, MO 63021
314.394.3100
ILL DESIGN FIRM # 184.002293-0014

