

RESOLUTION NO. _____

Synopsis: The following resolution will allow for the formal acceptance of a permanent storm sewer easement for the proposed drainage work needed that will correct the drainage flow of the detention basin in Cambridge Estates that was missed when the former ditch section along Newcastle Road was improved to curb and gutter.

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A STORM SEWER EASEMENT GRANT
WITH LINDA S. WEEDON**

**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 Storm Sewer Easement Grant between Linda S. Weedon, and the City of Washington, a copy of which is attached hereto as Exhibit "A," 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 Storm Sewer Easement Grant on behalf of the City of Washington in substantially the form of the document attached hereto as Exhibit "A," 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 Storm Sewer Easement Grant between Linda S. Weedon, and the City of Washington is hereby accepted by the City for the public use forever.

DATED this _____ day of _____, 2020.

Ayes: _____

Nays: _____

Mayor

ATTEST:

City Clerk

Document prepared by and return to:

Jay H. Scholl
Davis & Campbell L.L.C.
401 Main Street, Suite 1600
Peoria, IL 61602-1241
Tele: (309) 673-1681
Fax: (309) 673-1690
Email: jhscholl@dcamplaw.com

**STORM SEWER EASEMENT GRANT
(Permanent)
TO
CITY OF WASHINGTON**

This Easement Grant is made between LINDA S. WEEDON, as TRUSTEE under the provisions of a trust agreement dated September 27, 2010, and known as THE LINDA S. WEEDON REVOCABLE TRUST AGREEMENT (“Grantor”), and the CITY OF WASHINGTON, TAZWELL COUNTY, ILLINOIS (“Grantee”).

BACKGROUND

The following background is a material part of this instrument:

- (A) Grantor is owner of a tract of land described on Exhibit A (“Grantor Parcel”).
- (B) Grantee is the City of Washington, an Illinois home rule municipality.

(C) Grantor wishes to grant, and Grantee wishes to receive, a perpetual easement in, over, under, and across the part of Grantor Parcel as shown on the Permanent Easement Dedication Plat attached as Exhibit B. The perpetual easement shall be hereinafter referred to as the “**Easement Premises**.” The Easement Premises is legally described on Exhibit C.

GRANT OF EASEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, easements, covenants, and restrictions are made:

Grant of Easement and Use:

(1) **Grant of Easement.** Grantor hereby grants to Grantee and its successors in title a perpetual easement in, upon, under, and across the Easement Premises, which shall run with the land.

(2) **Use of Easement Premises by Grantee.** Grantee shall have the right to construct, reconstruct, repair, maintain, and operate on the Easement Premises and in-ground storm sewer line.

(3) **Use of Easement Premises by Grantor.** Grantor shall have the right to fully use and enjoy the Easement Premises except for such use as many unreasonably interfere with the exercise by Grantee of the rights granted in this Easement. Grantor shall not construct or permit to be constructed any building or other structure, landscaping, or other obstruction on or over the Easement Premises that will interfere with the construction, maintenance, replacement, repair, or operation of any storm sewer line.

Grantee's Obligations:

(4) **Existing Improvements.** If it is necessary to remove any portion of the existing improvements, Grantee agrees it shall cause those existing improvements to be replaced with the same quality as the existing improvements.

(5) **Condition of Property.** Grantee, in the construction, reconstruction, maintenance, repair, or operation of the storm sewer line shall regrade and reseed, if appropriate, the premises in an effort to return the grade and vegetation to its original condition, as nearly as practicable.

(6) **Indemnity.** Grantee will indemnify, save, and keep harmless Grantor from any loss, damage or expense constituting a legal liability which it may suffer, incur or sustain or for which it may become liable growing out of any injury to persons or to real or personal property caused by any of the work performed under this grant and easement.

Grantor's Obligations:

(7) **Warranties of Title.** Grantor warrants that it has good and indefeasible fee simple title to the Easement Premises.

Miscellaneous Provisions:

(8) **Running of Benefits and Burdens.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding on and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has executed this Easement Grant this 15th day of April, 2020.

THE LINDA S. WEEDON REVOCABLE
TRUST created under trust agreement dated
September 27, 2010

By Linda S. Weedon
Linda S. Weedon, Trustee

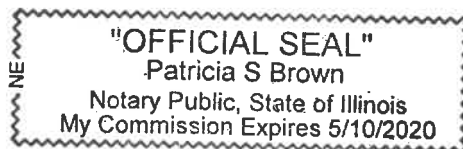
STATE OF ILLINOIS)
) ss.
COUNTY OF Yazoo)

I, the undersigned, a Notary Public in and for said County, in the and State of Illinois, hereby certify that Linda S. Weedon, personally known to me to be the same person whose name is subscribed to the foregoing instrument and trustee of THE LINDA S. WEEDON REVOCABLE TRUST, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of April, 2020.

Patricia S. Brown
Notary Public

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ACCEPTANCE

The City of Washington, an Illinois home rule municipality, located in Tazewell County, Illinois, accepts the forgoing grant and easement and its terms and conditions.

IN WITNESS WHEREOF, the City of Washington has caused the Acceptance to be executed by its Mayor and City Clerk pursuant to authority granted by its City Council on _____, 2020.

Mayor

ATTEST:

City Clerk

[Remainder of Page Left Intentionally Blank]

EXHIBIT A

Legal Description of Grantor Parcel

Part of Lot Thirty-Five (35), being a part of the Southwest Quarter of Section Fourteen (14), Township Twenty-Six (26) North, Range Three (3) West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as Unit 9B of Lot Nine (9) in CAMBRIDGE ESTATES, Except the West 51.8 feet of even width of said Lot 9 in the City of Washington, County of Tazewell and State of Illinois.

PIN: 02-02-14-311-025

Commonly known as: 14 Royal Court, Washington, IL 61571

Exhibit B

Plat

See attached.

NOTE:
BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE
COORDINATE SYSTEM, NAD83 (2011), WEST ZONE.

CITY OF WASHINGTON

WEEDON TRUST
PIN: 02-02-14-311-025
PERMANENT EASEMENT AREA = 772 S.F.±

ROYAL COURT

ARC LENGTH = 15.50'
ARC RADIUS = 20.00'
CHORD BEARING = S 66°15'56" E
CHORD LENGTH = 15.11'

ARC LENGTH = 10.08'
ARC RADIUS = 50.00'
CHORD BEARING = S 85°01'40" E
CHORD LENGTH = 10.06'

LOT 8A
02-02-14-311-030

ARC LENGTH = 40.79'
ARC RADIUS = 50.00'
CHORD BEARING = S 67°26'01" E
CHORD LENGTH = 39.67'

LOT 9A
02-02-14-311-024

LOT 9B
02-02-14-311-025

CAMBRIDGE
(P.B. 1,

PROPOSED 10' WIDE
PERMANENT EASEMENT

ESTATES
PG. 169)

LOT 8B
02-02-14-311-031

N 1°09'53" W ~ 127.21'
(N 0°06'06" E ~ 127.28')

60.06'
S 88°33'27" E ~ 100.04'
(S 87°13'17" E ~ 100.00')

39.98'

S 88°33'27" E ~ 99.83'
(S 87°13'17" E ~ 100.00')

We, Maurer-Stutz, Inc., Professional Design Firm No. 184-000177, do hereby certify
that, in our opinion, this is a true and correct representation of a survey made for
the City of Washington, Illinois.

Dated at Peoria, Illinois, this 17TH day of MARCH, 2020.



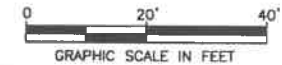
MAURER-STUTZ
ENGINEERS SURVEYORS

By:

STEVEN P. FORD
ILLINOIS PROFESSIONAL LAND SURVEYOR
NO. 3653 EXP. 11-30-20

LEGAL DESCRIPTION - PROPOSED PERMANENT STORM SEWER EASEMENT

The east ten (10) feet of even width of Lot 9B in Cambridge Estates,
situated in the Southeast Quarter of Section 14, Township 26 North,
Range 3 West of the Third Principal Meridian, City of Washington,
Tazewell County, Illinois, containing 772 square feet, more or less.



LEGEND

--- PROPOSED PERMANENT EASEMENT
● IRON ROD FOUND
() RECORD SURVEY DATA

MAURER-STUTZ
ENGINEERS SURVEYORS

PERMANENT EASEMENT

CAMBRIDGE ESTATES STORM SEWER

CITY OF WASHINGTON, ILLINOIS

Designed By:
Drawn By:
Reviewed By:
Date:
Project No.:
Drawing:

1

Exhibit C

Legal Description of the Easement Premises

The east ten (10) feet of even width of Lot 9B in Cambridge Estates, situated in the Southeast Quarter of Section 14, Township 26 North, Range 3 West of the Third Principal Meridian, City of Washington, Tazewell County, Illinois, containing 772 square feet, more or less.