

ORDINANCE NO. 14/15-M-02

ROCK RIVER WATER RECLAMATION DISTRICT ORDINANCE AUTHORIZING CONDEMNATION PROCEEDINGS

WHEREAS, the purpose of this ordinance is to authorize condemnation proceedings in order to secure the necessary easements upon, under and through the Subject Properties described herein.

WHEREAS, pursuant to the Sanitary District Act, 70 ILCS 2405/15 and the Eminent Domain Act, 735 ILCS 30/1-1-1, *et. seq.*, as may be amended from time to time, the Rock River Water Reclamation District may acquire by condemnation all real property, right of way in privilege, either within or without its corporate limits, (a) which may be required for its corporate purposes; and (b) which will be owned or controlled by it or another government authority.

WHEREAS, the Rock River Water Reclamation District intends to construct the Fuller Creek Phase C Capital Improvement Project No. 1153 to provide sanitary sewer to numerous properties. Such properties do not include the Subject Properties described herein;

WHEREAS, in order to provide such sanitary sewer to those numerous properties, permanent gravity sanitary sewer easements and construction easements for construction of segments of gravity sanitary sewer(the "Easement") are required upon, under and through properties commonly denoted by PINs 14-10-300-005 and 14-10-400-003 and as described in Exhibit A attached hereto (the "Subject Properties").

WHEREAS, the owners of record of the Subject Properties is Jack R. Rowley and Robert W. Rowley.

WHEREAS, Easement negotiations with the owners and/or owners' agents have failed to move forward to resolution;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE ROCK RIVER RECLAMATION DISTRICT:

- (1) The above recitals are incorporated by reference herein and made a part hereof.
- (2) The Easements upon, under and through the Subject Properties are necessary and desirable for the Rock River Reclamation District's corporate purpose.
- (3) The Easements upon, under and through the Subject Properties will be owned or controlled by the Rock River Reclamation District or another government authority.
- (4) The Subject Properties are described in the proposed easements attached hereto as Exhibit A. The legal descriptions of the Subject Properties are contained within the easements. Further, a "plat for easement" is attached to the easements for each of the Subject Properties. Exhibit A and the attachments thereto are incorporated herein by reference.

(5) The Board of Trustees of the Rock River Reclamation District authorizes condemnation proceedings for the Easements upon, under and through the Subject Properties.

(6) The Board of Trustees of the Rock River Reclamation District directs its attorneys to seek any remedy at law or equity available to obtain the Easements by condemnation.

AYES: 4

NAYS: 0

ABSENT: 1

PASSED and APPROVED by the Board of Trustees of the Rock River Water Reclamation, Winnebago County, Illinois on this 23rd day of June, 2014

APPROVED:

James M. ...
President, Board of Trustees
Rock River Water Reclamation District

ATTEST:

Donald J. Kurst
Clerk Treasurer, Board of Trustees
Rock River Water Reclamation District

Prepared by
Rock River Water
Reclamation District

PINS 14-10-300-005;
14-10-400-003

**SANITARY
SEWER
EASEMENT**

**Ordinance 14/15-M-02
Exhibit A**

THIS INDENTURE WITNESSETH, That

WHEREAS, the Rock River Water Reclamation District (District) an Illinois unit of local government, located in the County of Winnebago and State of Illinois, is about to cause or authorize the construction of certain sanitary sewers and extensions of existing sewers with fixtures and appurtenances thereto, to be a part of the system of sanitary sewers now constructed and hereafter to be constructed for the purposes of furnishing the means whereby the territory served by said District may dispose of domestic and industrial sewage collected at certain points in said District; and,

WHEREAS, it is necessary for said District to obtain a perpetual easement, privilege, right and authority to construct, reconstruct, repair, maintain and operate said sanitary sewer upon, under and through the premises hereinafter described, as shown upon the plat hereto attached; and,

WHEREAS, the Grantors are the owners in fee simple of the premises through which said sanitary sewer is to be constructed, and is willing to grant a perpetual easement upon, under and through said real estate for the purposes herein specified;

NOW, THEREFORE, in consideration of One Dollar and other valuable considerations, the receipt of which is hereby acknowledged, and of the mutual covenants, conditions and agreements herein contained, the Grantors, **Jack R. Rowley and Robert W. Rowley** do hereby give, grant and convey to the Rock River Water Reclamation District the perpetual easement, privilege, right, access and authority to construct, reconstruct, inspect, repair, maintain and operate said sanitary sewer upon, under and through the premises owned by the undersigned Grantors set forth and described as follows, to-wit:

The Southeast Quarter of the Southwest Quarter of Section 10, lying South of the former Chicago and Northwestern Railway Company, EXCEPTING THEREFROM the South 182 feet of the East 456 feet, Township 26 North, Range 11 East, Fourth Principal Meridian, State of Illinois, County of Winnebago;

Said tract containing 36.10 acres more or less.

AND

The Southwest Quarter of the Southeast Quarter of the aforementioned Section 10, lying South of the former Chicago and Northwestern Railway Company, EXCEPTING THEREFROM the South 342 feet of the West 228 feet;

Said tract containing 35.21 acres more or less.

which sanitary sewer easement lies ten (10) feet both sides of the centerline as laid out, set forth and described as follows, to-wit:

Commencing at the Southeast corner of the Southwest Quarter of Section 10, Township 26 North, Range 11 East of the Fourth Principal Meridian; thence South 88 degrees 28 minutes 26 seconds West (assumed bearing) on and along the South line of said Southwest Quarter of Section 10, a distance of 1320.60 feet to the Southwest corner of the premise owned by the undersigned Grantors; thence North 01 degrees 26 minutes 17 seconds West on and along the West line of said premise, a distance of 40.00 feet to a point on the North right-of-way line of Cunningham Road; thence North 01 degrees 26 minutes 17 seconds West on and along said West line of the premise, a distance of 697.19 feet to a point; Said point being the point of beginning;

thence South 85 degrees 38 minutes 21 seconds East, a distance of 330.42 feet; thence South 75 degrees 20 minutes 57 seconds East, a distance of 292.00 feet; thence South 67 degrees 39 minutes 34 seconds East, a distance of 381.00 feet; thence South 79 degrees 22 minutes 50 seconds East, a distance of 336.68 feet; thence South 88 degrees 39 minutes 09 seconds East, a distance of 33.04 feet to a point on the East line of said premise, said point also being on the East line of said Southwest Quarter of Section 10;

Said point being the point of termination. Said point bears North 01 degrees 29 minutes 43 seconds West on and along last named line, a distance of 355.30 feet from the intersection of said East line of the premise and said North right-of-way line of Cunningham Road.

AND

A temporary ten (10) foot wide construction easement, measured perpendicular off the north easement line of the heretofore said sanitary sewer easement

AND

A temporary thirty (30) foot wide construction easement, measured perpendicular off the south easement line of the heretofore said sanitary sewer easement.

AND

which sanitary sewer easement lies ten (10) feet both sides of the centerline as laid out, set forth and described as follows, to-wit:

Commencing at the Southeast corner of the Southwest Quarter of Section 10, Township 26 North, Range 11 East of the Fourth Principal Meridian; thence North 01 degrees 29 minutes 43 seconds West (assumed bearing) on and along the East line of said Southwest Quarter of Section 10, a distance of 1176.30 feet to the Northeast corner of the premise owned by the undersigned Grantors; thence North 86 degrees 33 minutes 46 seconds West on and along the North line of said premise, a distance of 33.12 feet to a point; Said point being the point of beginning;

thence South 01 degrees 29 minutes 43 seconds East, a distance of 822.22 feet to a point; Said point being the point of termination. Said point bears North 01 degrees 29 minutes 43 seconds West on and along said East line of the Southwest Quarter of Section 10, a distance of 355.30 from the intersection of said East line and the North right-of-way line of Cunningham Road and North 88 degrees 39 minutes 09 seconds West, a distance of 33.04 feet from the last described course.

AND

A temporary ten (10) foot wide construction easement, measured perpendicular off the west easement line of the heretofore said sanitary sewer easement

AND

A temporary thirty (23) foot wide construction easement, measured perpendicular off the east easement line of the heretofore said sanitary sewer easement.

AND

which sanitary sewer easement lies twelve (12) feet both sides of the centerline as laid out, set forth and described as follows, to-wit:

Commencing at the Southwest corner of the Southeast Quarter of Section 10, Township 26 North, Range 11 East of the Fourth Principal Meridian; Thence North 01 degrees 29 minutes 43 seconds West on and along the West line of said Southeast Quarter of Section 10, a distance of 40.00 feet to a point on the North right-of-way line of Cunningham Road; Thence North 01 degrees 29 minutes 43 seconds West on and along the West line of said Southeast Quarter of Section 10, a distance of 355.30 feet to a point; Said point being the point of beginning;

Thence South 88 degrees 39 minutes 09 seconds East, a distance of 228.28 feet; Thence North 84 degrees 51 minutes 54 seconds East, a distance of 393.00 feet; Thence South 75 degrees 50 minutes 29 seconds East, a distance of 199.00 feet; Thence South 56 degrees

37 minutes 45 seconds East, a distance of 255.00 feet; Thence South 59 degrees 05 minutes 13 seconds East, a distance of 316.39 feet to a point on said North right-of-way line of Cunningham Road; Said point being the point of termination.

Said point bears South 88 degrees 30 minutes 34 seconds West on and along last named line, a distance of 29.68 feet from the intersection of the East line of the premise owned by the undersigned Grantors and said North right-of-way line of Cunningham Road;

AND

A temporary ten (10) foot wide construction easement, measured perpendicular off the north easement line of the heretofore said sanitary sewer easement;

AND

A temporary thirty (30) foot wide construction easement, measured perpendicular off the south easement line of the heretofore said sanitary sewer easement.

In consideration of the grant of the easement herein contained, the District hereby agrees with the Grantors herein, as follows:

1. That for the period when said sewer is being constructed, the District will use only so much of the premises owned by said Grantors as is reasonably necessary for the purpose of constructing said line, consistent with sound and economical engineering and construction practices and customs, for the moving, installation and use of machinery and equipment and excavation and laying of sewers and appurtenances, and backfilling and replacing the soil and material necessarily removed from such excavation; that after the completion of such construction and the restoration of the surface of the ground to its original condition as may be practical, that said District will use only so much of the Grantor's land as is necessary for the purposes of inspection service, maintenance, repair and replacement, and except as herein expressly granted, the Grantors shall retain all right to the use and occupation of said real estate, and such use and occupation shall not be interfered with unnecessarily by any work performed under this grant.
2. That said sanitary sewer shall be constructed either of polyvinylchloride (PVC), concrete or reinforced concrete or other material, whichever the Engineer of the District may deem advisable.
3. That said materials, machinery and equipment used in the construction of said sewer, shall be transported to the site of the work only along the line where said sanitary sewer is being placed, and only for such distance on either side of the center line of the sewer as may be reasonably necessary for the purposes of such construction, and all other portions of the premises owned by the Grantors shall not be used except by permission of the owner.
4. All surface soil and debris excavated from the real estate, hereinbefore referred to in the construction of said work, may be disposed of by the District in the same manner as above

specified for the transportation of material to the place of construction. The surface of the ground, all fences and other structures on said premises touched or in any manner altered by the construction of said sewer, shall be restored to the same condition as nearly as may be, as the same existed before the commencement of the work.

5. Grantors hereby agree that the District shall have the right of access across said premises for the purpose of construction, reconstruction, inspection, repairing, maintaining and operating said sanitary sewer.
6. The District will indemnify and save harmless the Grantors from any injury to persons or loss or damage to personal or real property which said Grantors may suffer, incur or sustain arising proximately from the actions of District or its agents during the performance of work under this grant. Such indemnity and hold harmless is intended to apply only to damages or injuries suffered by Grantors from actions by District or its agent as well as Grantor's liability for actions brought by third parties for damages or injuries arising from actions by District or its agents, and shall not apply to damages or injuries to third parties arising from Grantor's actions or failures to act.

This paragraph shall apply only to actual injuries or damages and not to consequential, remote, speculative or punitive damages.

7. Said Grantors hereby agree that all connections with said sewer made at any point in the line hereinabove described shall be made in such manner as may be prescribed by the District and under its supervision, and such connections shall be used for the sole purpose of disposing of sewage by District, and not for the removal of storm, surface or ground water.
8. Grantors hereby agree that construction material, fill, ponds, permanent structures or other encumbrances to construction or maintenance of said sewer shall not be placed on the easement premises or material cut away from the easement premises, either temporarily or permanently, without District permission, which permission shall not be unreasonably withheld.
9. It is agreed that said sewer shall become a part of the sanitary sewer system of the District, and that the District and the corporate authorities of any municipal corporation or authority lying within the District, shall have the right to make connection with said sanitary sewer system at points which may be provided by the District for the reception of sewage.
10. This indenture shall run with the land, and shall be binding upon the grantees, assigns, heirs and successors of the parties hereto.

IN WITNESS WHEREOF, said Grantors have set their hand and seal, and the Rock River Water Reclamation District has caused its name to be hereto subscribed and its corporate seal to be hereto affixed by its proper officers thereunto authorized, this ____ day of _____, 2014.

Grantors

Jack R. Rowley

Robert W. Rowley

Rock River Water Reclamation District

By _____
President

ATTEST:

Clerk

After recording, return to:
Mr. Eric Haglund
Rock River Water Reclamation District
P.O. Box 7480
Rockford, IL 61126-7480
(815) 387-7676

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

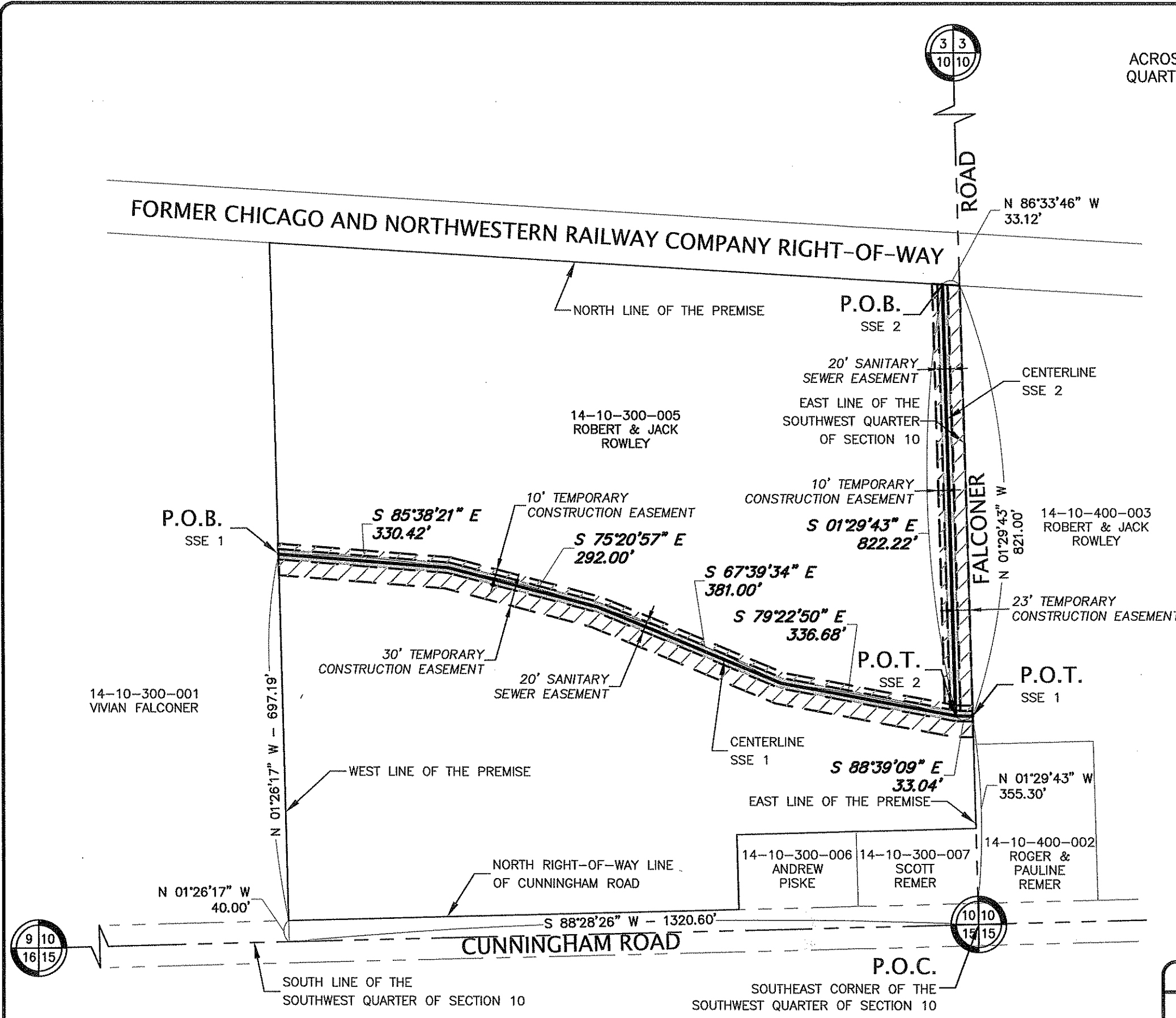
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that **Jack R. Rowley and Robert W. Rowley**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed, sealed and delivered the said instrument of writing as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2014.

Notary Public

PLAT FOR EASEMENT

ACROSS PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 11 EAST OF THE FOURTH PRINCIPAL MERIDIAN



ROCK RIVER WATER RECLAMATION DISTRICT

GRANTOR

ROBERT & JACK ROWLEY

PARCEL 14-10-300-005

DRAWN BY: N.A.G. | CHCK'D BY: S.I.I. | DATE: 04/19/2013

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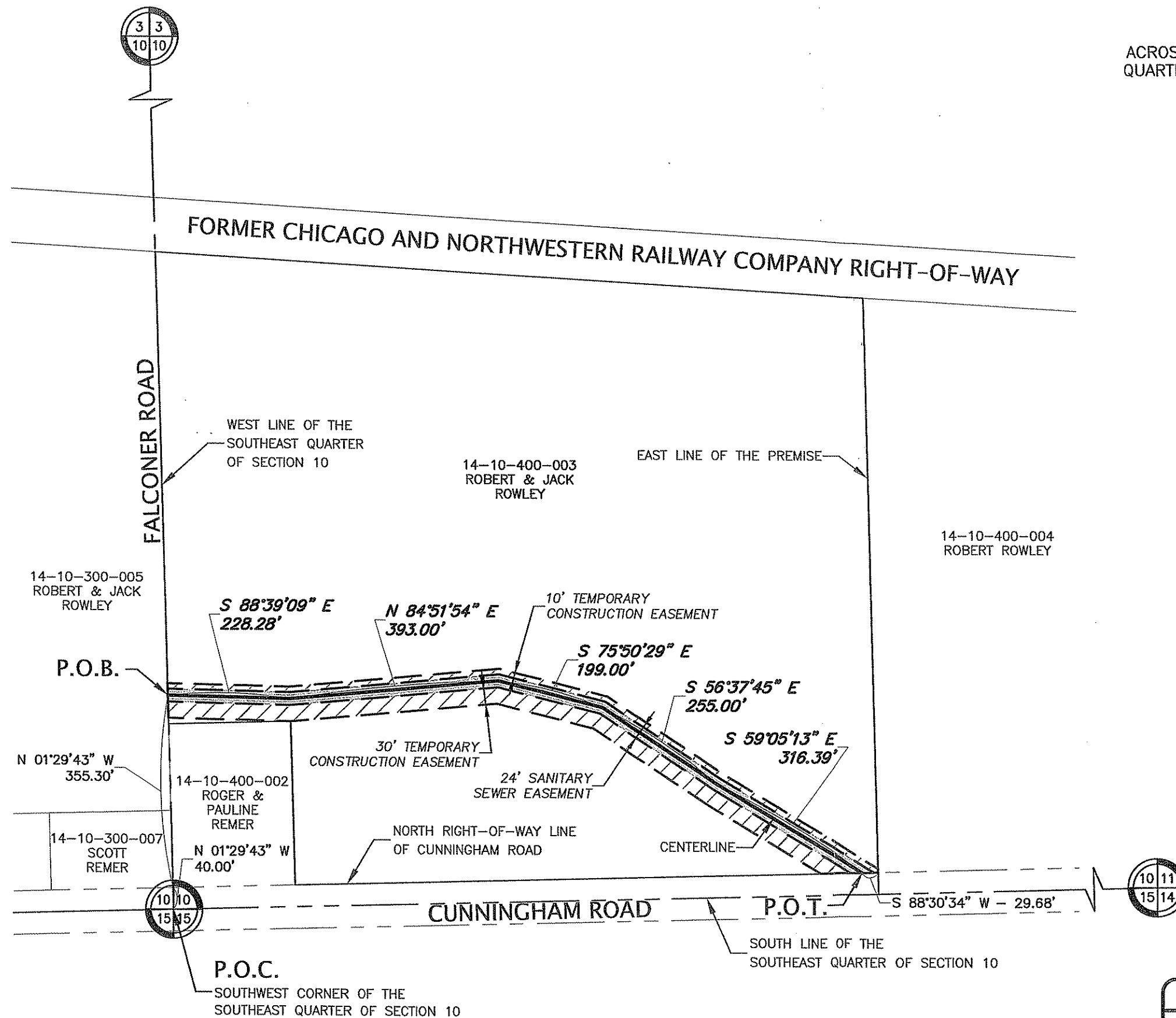
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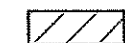
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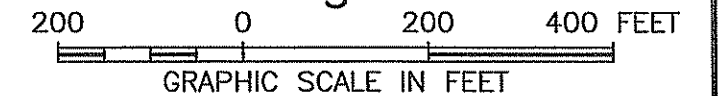
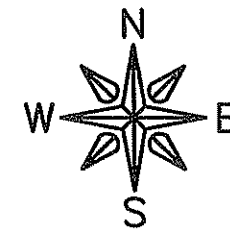
PLAT FOR EASEMENT

ACROSS PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 11 EAST OF THE FOURTH PRINCIPAL MERIDIAN



LEGEND

-  SANITARY SEWER EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT



ROCK RIVER WATER RECLAMATION DISTRICT

GRANTOR
 ROBERT & JACK ROWLEY
 PARCEL 14-10-400-003

DRAWN BY: N.A.G. | CHCK'D BY: S.I.I. | DATE: 01/23/2013

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ILLINOIS DESIGN FIRM NO. 184-003825

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