

ORDINANCE NO. 14/15-M-04

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 Property 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 Property 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 "Easements") are required upon, under and through the property commonly denoted by PIN 14-10-300-001 and as described in Exhibit A attached hereto (the "Subject Property").

WHEREAS, the owner of record of the Subject Property is The Successor Trustee and Vivian M. Falconer, as Trustees for Duane F. Falconer and Vivian M. Falconer Declaration of Trust dated January 16, 1991.

WHEREAS, Easement negotiations with the owner 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 Property are necessary and desirable for the Rock River Reclamation District's corporate purpose.
- (3) The Easements upon, under and through the Subject Property will be owned or controlled by the Rock River Reclamation District or another government authority.
- (4) The Subject Property is described in the proposed easement attached hereto as Exhibit A. The legal descriptions of the Subject Property is contained within the easement.

Further, a "plat for easement" is attached to the easement for the Subject Property. 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 Property.

(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: 5

NAYS: 0

ABSENT: 0

PASSED and APPROVED by the Board of Trustees of the Rock River Water Reclamation, Winnebago County, Illinois on this 28th day of July, 2014

APPROVED:



President, Board of Trustees
Rock River Water Reclamation District

ATTEST:



Clerk Treasurer, Board of Trustees
Rock River Water Reclamation District

Prepared by
Rock River Water
Reclamation District

PIN 14-10-300-001

**SANITARY
SEWER
EASEMENT**

**Ordinance 14/15-M-04
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 Grantor is the owner 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 Grantor, **The Successor Trustee and Vivian M. Falconer, as Trustees for Duane F. Falconer and Vivian M. Falconer Declaration of Trust Dated January 16, 1991**, does 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 Grantor set forth and described as follows, to-wit:

The West Half (1/2) of the Southwest Quarter (1/4) of Section 10, Township 26 North, Range 11 East of the Fourth Principal Meridian; EXCEPTING THEREFROM, the right of way of the Chicago and Northwestern Railway Company (formerly known as the Galena and Chicago Union Rail Road Company); Further EXCEPTING THEREFROM part of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 10, Township 26 North, Range 11 East of the Fourth Principal Meridian, bounded and described as follows, to-wit: Beginning at a point on the South line of said Section, 260 feet 8 inches East of the

Southwest corner thereof; thence North 189.39 feet to a point; thence East 230 feet to a point; thence South 189.39 feet to a point on the South line of said Section; thence West 230 feet to the place of beginning;

ALSO EXCEPTING THEREFROM part of the West Half (1/2) of the Southwest Quarter (1/4) of Section 10, Township 26 North, Range 11 East of the Fourth (4th) Principal Meridian, bounded and described as follows, to-wit: Beginning at a point in the East line of the West Half (1/2) of the Southwest Quarter (1/4) of said Section which bears South 00° 03' 05" East, 482.03 feet from the Northeast corner of the West Half (1/2) of the Southwest Quarter (1/4) of said Section, said point being the Northwest corner of Lot Thirty-nine (39) as designated upon Plat No. 1 Willingham the Plat of which Subdivision being recorded in Book 48 Plats on Page 35B in the Recorder's Office of Winnebago County, Illinois; thence South 00° 03' 05" East, along the east line of the West Half (1/2) of the Southwest Quarter (1/4) of said Section, 383.77 feet; thence South 89° 56' 55" West, at right angles from the preceding course, 10.00 feet; thence North 00° 03' 05" West, parallel with the East line of the West Half (1/2) of the Southwest Quarter (1/4) of said Section, 383.77 feet; thence North 89° 56' 55" East, at right angles from the preceding course, 10.00 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

which sanitary sewer easement lies fourteen (14) feet both sides of the centerline as laid out, set forth and described as follows, to-wit:

Commencing at the Southwest corner of the Southwest Quarter of Section 10, Township 26 North, Range 11 East of the Fourth Principal Meridian; thence North 01 degrees 22 minutes 50 seconds West (assumed bearing) on and along the West line of the premise owned by the undersigned Grantors, said line also being the West line of said Southwest 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 22 minutes 50 seconds West on and along said West line of the premise, a distance of 684.03 feet to a point; Said point being the point of beginning;

thence South 68 degrees 32 minutes 45 seconds East, a distance of 59.18 feet; thence North 79 degrees 15 minutes 46 seconds East, a distance of 179.00 feet; thence North 84 degrees 19 minutes 45 seconds East, a distance of 417.00 feet; thence North 60 degrees 08 minutes 28 seconds East, a distance of 145.00 feet; thence South 84 degrees 00 minutes 28 seconds East, a distance of 384.00 feet; thence South 77 degrees 16 minutes 23 seconds East, a distance of 165.00 feet; thence South 88 degrees 38 minutes 21 seconds East, a distance of 4.58 feet to a point on the East line of said premise;

Said point being the point of termination. Said point bears North 01 degrees 26 minutes 17 seconds West on and along last named line, a distance of 697.19 feet from the intersection of said East line of the premises 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 Grantor 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 Grantor 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 Grantor 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 Grantor 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. Grantor hereby agrees 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 Grantor from any injury to persons or loss or damage to personal or real property which said Grantor 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 Grantor 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 Grantor hereby agrees 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. Grantor hereby agrees 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 Grantor has set ____ 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.

Grantor

Vivian M. Falconer, Trustee

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)
)
COUNTY OF WINNEBAGO) SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that **Vivian M. Falconer**, 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 she signed, sealed and delivered the said instrument of writing as a free and voluntary act, for the uses and purposes therein set forth.

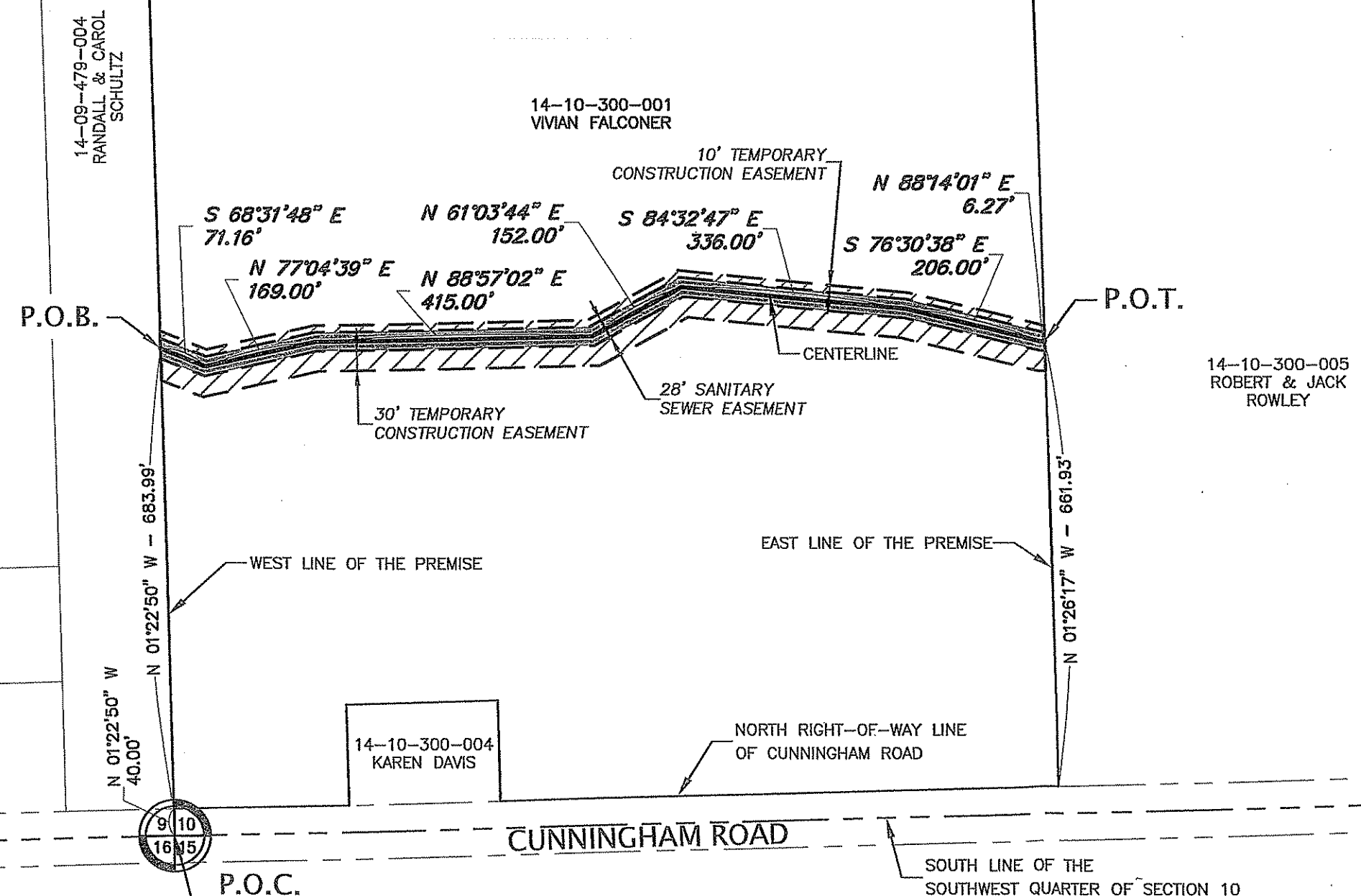
Given under my hand and Notarial Seal this _____ day of _____, 2014.

Notary Public



PLAT FOR EASEMENT
 ACROSS PART OF THE WEST HALF OF THE SOUTHWEST QUARTER
 OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 11 EAST OF THE
 FOURTH PRINCIPAL MERIDIAN

FORMER CHICAGO AND NORTHWESTERN RAILWAY COMPANY RIGHT-OF-WAY



LEGEND

SANITARY SEWER EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

200 0 200 400 FEET
 GRAPHIC SCALE IN FEET

ROCK RIVER WATER RECLAMATION DISTRICT

GRANTOR
 VIVIAN FALCONER
 PARCEL 14-10-300-001

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

FEHR GRAHAM ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003325

FREEPORT, IL | ROCKFORD, IL
 ROCHELLE, IL | SPRINGFIELD, IL
 MONROE, WI

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