

THE VILLAGE OF SHERMAN

SANGAMON COUNTY, ILLINOIS

ORDINANCE NUMBER 2020-06

**AN ORDINANCE APPROVING AN AGREEMENT
AND EASEMENT WITH AMEREN**

TREVOR J. CLATFELTER,
Village President

SEAN BULL, Village Clerk
MICHAEL STRATTON, Deputy Clerk

PAM GRAY
BRET HAHN
BRIAN LONG
KIM ROCKFORD
KEVIN SCHULTZ
JAY TIMM
Village Trustees

ORDINANCE NO 20-06

AN ORDINANCE APPROVING AN AGREEMENT AND EASEMENT WITH AMEREN

WHEREAS, the Village of Sherman, Sangamon County, State of Illinois, is a duly organized and existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code and further is operating as a home-rule municipality pursuant to and with all powers under Article VII, Section 6, of the Constitution of the State of Illinois; and

WHEREAS, Ameren has requested an easement for the purpose of upgrading service to the residents of the Village, and the Village government itself; and

WHEREAS, the Village and Ameren have negotiated an appropriate agreement, easement and consideration for same; and

WHEREAS, the Village Board of Trustees and the President of the Village of Sherman believe it is in the best interests of the Village to execute the agreement and easement.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sherman, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Adoption. The Agreement and Easement, in the form attached hereto, are approved, and the Village President and Clerk are authorized to execute those documents, with sufficient copies to provide an original document to Ameren for recording with the Office of the Recorder of Deeds.

Section 3. Severability. In the event a court of competent jurisdiction finds this

ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 4. Repeal and Savings Cause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the Village of Sherman prior to the effective date of this ordinance.

Section 5. Effectiveness. This ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

SO ORDAINED this 5th day of May 2020, at Sherman, Sangamon County, Illinois.

	YES	NO	ABSENT	PRESENT
GRAY	✓			
HAHN	✓			
LONG			✓	
ROCKFORD	✓			
SCHULTZ	✓			
TIMM	✓			
CLATFELTER				
TOTAL	5	0	1	0



VILLAGE OF SHERMAN

Trevor J. Clatfelter
 Trevor J. Clatfelter, President

Attest:
Sean Bull
 Sean Bull, Village Clerk

STATE OF ILLINOIS

COUNTY OF SANGAMON

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Sherman, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true and exact copy of Ordinance Number 2020-06, adopted by the President and Board of Trustees of said Village on the 5th day of May 2020, said Ordinance being entitled:

AN ORDINANCE APPROVING AN AGREEMENT AND EASEMENT WITH AMEREN

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I hereunto set my signature and affix the official seal of said Village this 5th Day of May 2020.



[Handwritten Signature]

Village Clerk

REMS INFORMATION

Agreement ID: AIC-202001-4549

Project ID: 34307

EASEMENT

(Electric Line)

2629 E. Andrew Rd, Sherman, IL 62684

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 2020, that **THE VILLAGE OF SHERMAN**, its successors, and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **AMEREN ILLINOIS COMPANY D/B/A/ AMEREN ILLINOIS**, its successors and assigns (hereinafter "Grantee"), a perpetual Easement with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, inspect, protect, repair, modify, add to the number of and remove an electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, and other appurtenances thereto, including transformers, cabinets, and pedestals, together with the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, and across the following described land, in Section 25, Township 17 North, Range 5 West, 3rd P.M., Sangamon County, Illinois, to-wit:

Property description

That part of the Southwest Quarter of the Northeast Quarter of Section 25 Township 17 North, Range 5 West of the Third Principal Meridian, Described as follows: Beginning at a point on the South line of said Quarter Quarter Section 655.71 feet west of the Southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 25, Township 17 North, Range 5 West of the Third Principal Meridian; thence North parallel with the East line of said Quarter Quarter Section a distance of 417.40 feet; thence East parallel with the South line of said Quarter Section a distance of 208.72 feet; thence South 417.40 feet to a point on the South line of said Quarter Quarter Section; thence West on said Quarter Quarter Section line 208.72 feet to the point of beginning. P.I.N. 06-25-200-018
Commonly known as: 2629 E. Andrew Road, Sherman, IL

Easement description

This easement is made to grant a 10 foot wide utility easement for the construction and maintenance of underground electric facilities. The centerline of the 10 foot wide easement is shown with the starting and ending GPS points on the attached Exhibit A.

together with all rights and privileges for the exercise and enjoyment of said Easement rights.

Grantor also conveys the right of ingress and egress to and over the above-described Easement area and premises of Grantor adjoining the same, for all purposes herein stated, together with the right to trim, control the growth, cut and remove, or cause to be removed, at any time and by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, over-hanging branches, and other obstructions upon, over, and under the surface of said Easement area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder, endanger the safety of said facilities, or in order for Grantee to maintain compliance with the minimum clearance requirements of the National Electric Safety Code.

Grantee shall be responsible for actual damages (except the cutting and trimming of trees and other vegetation) occurring on the herein described property as a result of the construction, operation, maintenance, or repair of Grantee's facilities and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors, and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the above-described land and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the premises for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

The undersigned hereby waive and release any and all homestead and other marital rights they may have pursuant to Illinois law.

"Exempt" under provisions of Paragraph E: Section 4 Real Estate Transfer Act.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed this 5th day of MAY, 2020.

By: ✓ [Signature]
Signature
Name: Trevor J. Clatfelter
Title: Mayor (Village President)

ALL PURPOSE ACKNOWLEDGMENT

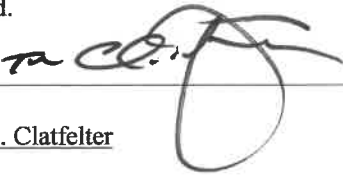
STATE OF ILLINOIS)

CAPACITY CLAIMED BY SIGNER

COUNTY OF SANGAMON) ss:

Municipality
Title(s) of Officers(s):
Mayor (Village President)

On this 5th day of MAY, AD. 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared.

✓ 

Trevor J. Clatfelter

to me personally known

or

provided to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

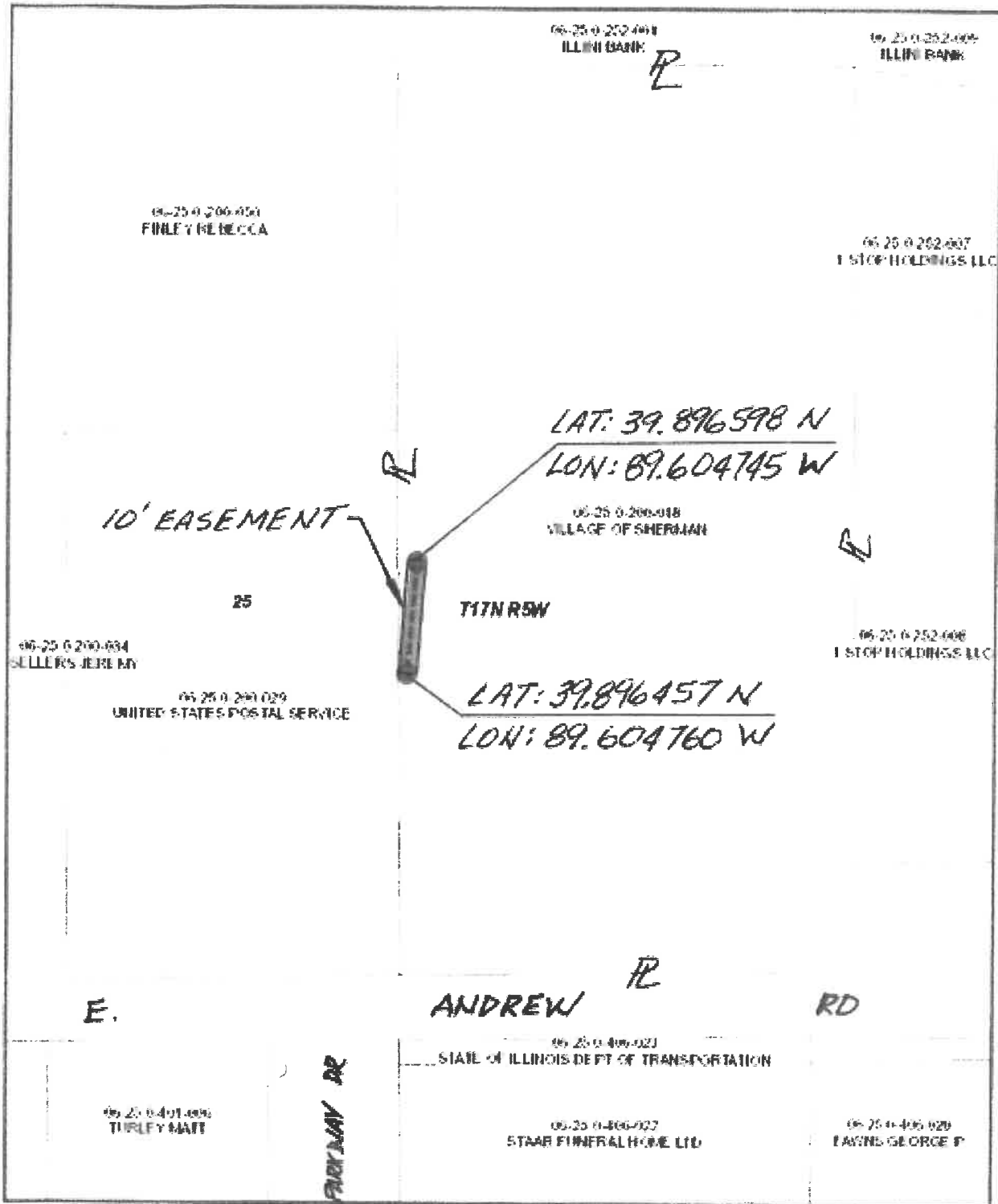
NOTARY SEAL ✓

(Signature in Ink)

(Print/type name)

Notary Public in and for the State of Illinois

Prepared by: Terry Halpin
Return to: 1900 W. Lafayette Avenue, Jacksonville, IL 62650
02/06/2020



REMS GIS
VILLAGE OF SHERMAN

EXHIBIT A
Ameren REMS GIS
REAL ESTATE MANAGEMENT SYSTEM

Scale: 0 to 75 Feet
Plot Date: 2/8/2020

North arrow pointing up.

The data shown on this map is derived from a variety of sources and is not guaranteed to be 100% accurate. The Village of Sherman is not responsible for any errors or omissions on this map. The user assumes all responsibility for the use of this map. The Village of Sherman is not liable for any damages, including consequential damages, arising from the use of this map. The Village of Sherman is not responsible for any errors or omissions on this map. The user assumes all responsibility for the use of this map. The Village of Sherman is not liable for any damages, including consequential damages, arising from the use of this map.



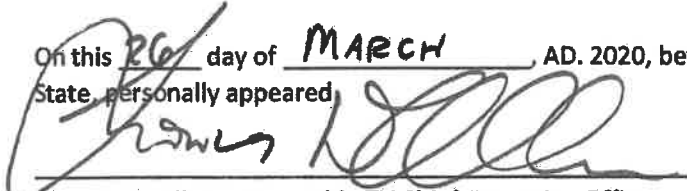
CASS COMMUNICATIONS MANAGEMENT, INC.
100 Redbud Road
P.O. Box 200
Virginia, Illinois 62691

In accordance with Easement Agreement ID: AIC-202001-4549 / Project ID: #34307 that states **THE VILLAGE OF SHERMAN**, its successors, and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor") and **AMEREN ILLINOIS COMPANY D/B/A AMEREN ILLINOIS**, its successors and assigns (hereinafter "Grantee"), a perpetual Easement with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, inspect, protect, repair, modify, add to the number of and remove an electric and communication line or lines consisting of poles, guys, anchors, wires, cables, conduits, fixtures, and other appurtenances thereto, including transformers, cabinets, and pedestals, together with the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, and across the following described land, in Section 25, Township 17 North, Range 5 West, 3rd P.M., Sangamon County, Illinois 2629 E. Andrew Rd., Sherman, IL 62684.

Cass Cable TV, or its successors, will assume the responsibility of any and all relocation costs (if required by Grantor) to relocate the aforementioned electric and communication line(s) within the said easement location.

STATE OF ILLINOIS)
COUNTY OF SANGAMON) ss:

On this 26 day of MARCH, AD. 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared



Thomas D. Allen – Cass Cable TV Chief Operating Officer

To me personally known to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

NOTARY SEAL Brent W. Hinthorne
(Signature in Ink)

BRENT W. HINTHORNE
(Print/type name)

Notary Public in and for the State of Illinois

