

STATE OF ILLINOIS  
CITY OF COLUMBIA  
FILED FOR RECORD

APR - 3 1995

*Walter J. Hoffman*  
City Clerk

ORDINANCE NO. 1346

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE ANNEXATION OF 39.89 ACRES, MORE OR LESS, OF PROPERTY BELONGING TO THE STONE VALLEY FARM PARTNERSHIP TO THE CITY OF COLUMBIA, ILLINOIS WHICH PROPERTY IS LOCATED ON "CC" ROAD A/K/A JOE REICHERT ROAD A/K/A RUECK ROAD EAST OF THE HILDA AND JOSEPH PFEFFER PROPERTY IN ST. CLAIR COUNTY, ILLINOIS

WHEREAS, the Corporate Authorities of the City of Columbia, Illinois (the "City") have found and determined and do hereby declare that it is in the welfare and best interests of the City that a certain Annexation Agreement pertaining to a parcel of land comprising 39.89 acres, more or less, and which lies east of and is contiguous and adjacent to land owned by Joseph and Hilda Pfeffer in the City, be made and entered into;

WHEREAS, said written Annexation Agreement has been prepared and a copy of same is attached hereto;

WHEREAS, the City Council has reviewed and approved the Annexation Agreement, following a public hearing pursuant to publication of proper legal notice pertaining thereto, in accordance with the requirements of Section 11-15.1-3 (PROCEDURE) of Division 15.1 (ANNEXATION AGREEMENTS) of the Illinois Municipal Code, as amended (65 ILCS 5/11-15.1-3);

WHEREAS, the Stone Valley Farm Partnership, as the owner of record of the Tract which is the subject of said Annexation Agreement, has executed and tendered said Agreement to the City;

WHEREAS, the City Council has found and determined, and does hereby declare, that the annexation of the subject Tract to the City on the terms and conditions provided in the Annexation Agreement will further the orderly growth of the City, enable the City to control the development of the area, and serve the best

interests and welfare of the citizens of the City as aforesaid;  
and,

WHEREAS, the Illinois Municipal Code provisions governing annexation agreements have been fully complied with in accordance with the statute and laws in such cases made and provided (65 ILCS 5/11-15.1-3, et seq.).

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The Mayor is hereby authorized and directed to execute the Annexation Agreement, in the form attached hereto, which agreement is hereby approved as to form, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the Corporate Seal of the City, in as many counterparts as the Mayor shall determine.

Section 2. All ordinances, resolutions or orders of the City in conflict herewith, to the extent of such conflict, are hereby repealed.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

Section 4. The City Clerk is authorized and directed to record a certified copy of this Ordinance, together with the Annexation Agreement, in the office of the St. Clair County, Illinois Recorder following the enactment of this Ordinance.

PASSED by the City Council and APPROVED by the Mayor this 3rd day of April, 1995.

APPROVED:

  
LESTER SCHNEIDER, Mayor

ATTEST:

  
WESLEY J. HOFFKEN, City Clerk

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF MONROE     )

CERTIFICATE

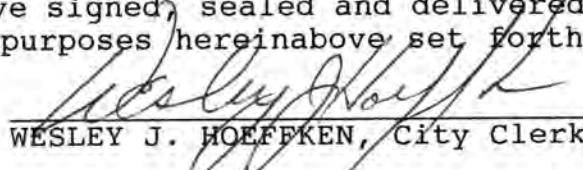
I, Wesley J. Hoeffken, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, file and seal of said City.

I further certify that Ordinance No. 1346, entitled:

"AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE ANNEXATION OF 39.89 ACRES, MORE OR LESS, OF PROPERTY BELONGING TO THE STONE VALLEY FARM PARTNERSHIP TO THE CITY OF COLUMBIA, ILLINOIS WHICH PROPERTY IS LOCATED ON "CC" ROAD A/K/A JOE REICHERT ROAD A/K/A RUECK ROAD EAST OF THE HILDA AND JOSEPH PFEFFER PROPERTY IN ST. CLAIR COUNTY, ILLINOIS "

to which this Certificate is attached, is a true, perfect, complete and correct copy of said Ordinance as enacted at a regular meeting of the City Council held on the 3rd day of April, 1995, and as appears in the minutes of the City Council proceedings and in the files and records of the City.

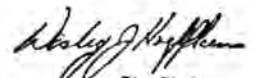
IN WITNESS WHEREOF, I have signed, sealed and delivered this Certificate for the uses and purposes hereinabove set forth this 3rd day of April, 1995.

  
\_\_\_\_\_  
WESLEY J. HOEFFKEN, City Clerk

(SEAL)

APR - 3 1995

ANNEXATION AGREEMENT FOR THE ANNEXATION OF  
36.13 ACRES, MORE OR LESS, OF REAL ESTATE  
OWNED BY THE STONE VALLEY FARM PARTNERSHIP AND  
THREE (3) ACRES, MORE OR LESS, OF REAL ESTATE  
OWNED BY MICHAEL J. JUENGLING AND CHRISTINE L.  
JUENGLING TO THE CITY OF COLUMBIA, ILLINOIS

  
City Clerk

THIS AGREEMENT is made and entered into this 3rd day of April, 1995, by and between the CITY OF COLUMBIA, a Municipal Corporation in the Counties of Monroe and St. Clair and State of Illinois, organized and existing under and by virtue of the laws of the State of Illinois (hereinafter referred to as the "CITY"), by and through its Mayor and City Council (hereinafter referred to as the "Corporate Authorities"), as the Party of the First Part, and the STONE VALLEY FARM PARTNERSHIP, by JAMES W. JUENGLING of 702 West Legion Avenue, Columbia, Illinois and JOHN BARKER of 741 Hill Castle Road, Columbia, Illinois, the General Partners of said business partnership (hereinafter referred to as the "STONE VALLEY FARM") and MICHAEL J. JUENGLING and CHRISTINE L. JUENGLING, his wife, of 1578 Rueck Road, Columbia, Illinois 62236, as the Parties of the Second Part, (the "ANNEXATION PETITIONERS"), WITNESSETH:

WHEREAS, STONE VALLEY FARM is the sole owner of record of approximately 36.13 acres, more or less, of real estate, which property is not situated within the corporate limits of any municipality, but the western boundary of which adjoins the property owned by Joseph and Hilda Pfeffer that has been annexed to the CITY and therefore said Annexation Tract is contiguous to the corporate limits of the CITY, said property being more particularly described as follows, to wit:

Part of the Southwest Quarter (1/4) of the Southwest (1/4) of Section 3 in Township One (1) South, Range 10 West of the Third (3rd) Principal Meridian, St. Clair County, Illinois and being more particularly described as follows, to-wit: Commencing at an iron pipe set at the Southwest corner of said Section 3, running thence Easterly along the South line of Section 3 a distance of 20.00 feet to a point on the East Right-of-Way line of a public road known as "JOE REICHERT ROAD", said point being the Point of Beginning of the tract herein described, running thence Easterly along the South line of Section 3 a distance of 1,300.09 feet to the Southeast corner of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section 3; running thence Northerly along the East line of said Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 3 and making a clockwise angle from the last described course of  $90^{\circ}10'12''$  a distance of 1331.85 feet to the Northeast corner of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 3, running thence Westerly along the North line of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 3 and making a clockwise angle from the last described course of  $90^{\circ}17'58''$  a distance of 1250.95 feet to a point, running thence Southwesterly along a line making a clockwise angle from the last described course of  $134^{\circ}49'55''$  a distance of 70.51 feet to a point on the East Right-of-Way line of said "JOE REICHERT ROAD", running thence Southerly along said Right-of-Way line and making a clockwise angle from the last described course of  $134^{\circ}49'57''$  a distance of 1292.66 feet to the Point of Beginning and contains 39.89 Acres, more or less. Situated in St. Clair County, Illinois.

PERMANENT PROPERTY INDEX NOS. 11-03-0-300-009 and  
11-03-0-300-010

Excepting therefrom 3.76 acres, more or less, sold and transferred to ANNEXATION PETITIONERS, MICHAEL J. JUENGLING and CHRISTINE L. JUENGLING, his wife, more particularly described as follows:

A tract of land being part of the Southwest Quarter of the Southwest Quarter of Section 3, Township 1 South, Range 10 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows:

Beginning at a point in the North line of the Southwest Quarter of the Southwest Quarter, 1,250.95 feet Westerly of the Northeast corner thereof; thence Southwesterly making a clockwise angle of  $134^{\circ}49'55''$  with the last described course, 70.51 feet to a point in the Easterly

line of "Joe Reichert Road"; thence Southerly along the Easterly line of said road, making a clockwise angle of  $135^{\circ} 26' 42''$  with the last described course, 240.68 feet; thence Easterly, make a clockwise angle of  $89^{\circ} 15' 13''$  with the last described course, 572.00 feet; thence Northerly, make a clockwise angle of  $90^{\circ} 10' 12''$  with the last described course, 286.00 feet to the North line of the Southwest Quarter of the Southwest Quarter; thence Westerly along the North line of the Southwest Quarter of the Southwest Quarter, making a clockwise angle with the last described course of  $90^{\circ} 17' 58''$ , 522.00 feet to the POINT OF BEGINNING and containing 3.76 acres, more or less.

Subject to the rights of the public in "Joe Reichert Road" and to such other easements, restrictions and conditions as may be of record.

PERMANENT PROPERTY INDEX NO. 11-03-300-018DIV.

which said ANNEXATION PETITIONER desires to annex to the CITY and have zoned R-3 (One Family Dwelling District);

WHEREAS, MICHAEL J. JUENGLING and CHRISTINE L. JUENGLING, his wife, are the sole owners of record of approximately 3 acres, more or less, of real estate which adjoins the above-described STONE VALLEY FARM property and which property is not situated within the corporate limits of any municipality, but the western boundary of which adjoins the property owned by Joseph and Hilda Pfeffer that has been annexed to the CITY and therefore, said Annexation Tract is contiguous to the corporate limits of the CITY, said property being more particularly described as follows, to wit:

A tract of land being part of the Southwest Quarter of the Southwest Quarter of Section 3, Township 1 South, Range 10 West of the Third Principal Meridian, St. Clair County, Illinois, more particularly described as follows:

Beginning at a point in the North line of the Southwest Quarter of the Southwest Quarter, 1,250.95 feet Westerly of the Northeast corner thereof; thence Southwesterly making a clockwise angle of  $134^{\circ} 49' 55''$  with the last described course, 70.51 feet to a point in the Easterly

line of "Joe Reichert Road"; thence Southerly along the Easterly line of said road, making a clockwise angle of 135° 26' 42" with the last described course, 240.68 feet; thence Easterly, make a clockwise angle of 89° 15' 13" with the last described course, 572.00 feet; thence Northerly, make a clockwise angle of 90° 10' 12" with the last described course, 286.00 feet to the North line of the Southwest Quarter of the Southwest Quarter; thence Westerly along the North line of the Southwest Quarter of the Southwest Quarter, making a clockwise angle with the last described course of 90° 17' 58", 522.00 feet to the POINT OF BEGINNING and containing 3.76 acres, more or less.

Subject to the rights of the public in "Joe Reichert Road" and to such other easements, restrictions and conditions as may be of record.

PERMANENT PROPERTY INDEX NO. 11-03-300-018DIV.

which said ANNEXATION PETITIONERS desire to annex to the CITY and have zoned R-3 (One Family Dwelling District);

WHEREAS, the above-described parcels of real estate comprise the "Annexation Tracts" consisting of a total of 39.89 acres, more or less, of property located in St. Clair county, Illinois, which is contiguous to the corporate limits of the CITY and which is not situated within the corporate limits of any municipality;

WHEREAS, Section 7-1-48 of the Illinois Annexation Act allows that territory comprising more than one (1) parcel of record or owned by more than one (1) owner of record, or a combination thereof, may be annexed in a single annexation proceeding (65 ILCS 7-1-48);

WHEREAS, the only electors residing on the Annexation Tracts are ANNEXATION PETITIONERS, MICHAEL J. JUENGLING and CHRISTINE L. JUENGLING, his wife, and with the application of their signatures to this document all electors residing on the Annexation Tracts and

all owners of record of the Annexation Tracts have joined in this Petition;

WHEREAS, the CITY has acquired a potable waterline easement ~~from~~ the ANNEXATION PETITIONERS in which the CITY will soon be installing a potable water transmission line that will be constructed and installed from Rueck Road (located south of the Annexation Tracts) north along the west boundary of the Annexation Tracts and on north through the Columbia Golf Club, Inc. property to a 500,000 gallon water tank to be constructed by the CITY on the north side of Mule Road in St. Clair County, Illinois, which waterline will be available to provide potable water service for the Annexation Tracts;

WHEREAS, while sanitary sewer and storm sewer service is not currently available to the Annexation Tracts, in order to provide for the widening, realignment and surfacing of "CC" Road (also known as "Rueck Road" and "Joe Reichert Road"), the east boundary of which is located on, over, along and across the west boundary of the Annexation Tracts and is in the above-described waterline easement of the CITY, and to create easement right-of-way to extend CITY sanitary sewer and storm sewer to the Annexation Tracts and other properties in the neighborhood of the Annexation Tracts, it will be necessary for the CITY to acquire roadway and public utility right-of-way easements from the ANNEXATION PETITIONERS and neighboring property owners;

WHEREAS, by CITY Ordinance No. 1064 enacted October 19, 1992 and CITY Ordinance No. 1329, enacted January 16, 1995, the CITY has

established certain policies and practices regarding the annexation of property to the CITY and said Ordinance No. 1329 provides, among other things, that the CITY may require in connection with the annexation of the Annexation Tracts to the CITY that the owners of record thereof dedicate property to the CITY to be utilized for street right-of-way and/or drainage uses and purposes and that the CITY could require the property owners to contribute to the cost of widening, surfacing and/or resurfacing of "CC" Road and for other roadway improvements;

WHEREAS, the ANNEXATION PETITIONERS are willing to donate, grant, and convey road right-of-way and public utility easements to the CITY which would be available to be used to widen and resurface "CC" Road and to provide sanitary sewer service and storm sewer service as well as water service to the Annexation Tracts and other properties in the neighborhood of the Annexation Tracts without any obligation on the part of the CITY to pay for the cost of widening, realigning or resurfacing "CC" Road or to pay for sanitary sewer or storm sewer to be installed in said easements, so that the ANNEXATION PETITIONERS and other owners and/or developers of properties adjoining "CC" Road will have available the necessary easements required to make said improvements as development of the area warrants in the future;

WHEREAS, the Corporate Authorities, after due and careful consideration have found and determined and do hereby declare that the annexation of the Annexation Tracts to the CITY on the terms and conditions herein stated and provided, will further the orderly

growth of the CITY, enable the CITY to control the development of the area, and serve the welfare and best interests of the CITY.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, it is mutually agreed by and between the parties hereto, as follows:

(1) ANNEXATION AND ZONING OF THE ANNEXATION TRACTS. At a regular or special meeting of the Corporate Authorities occurring on or after the meeting where the ordinance authorizing this Annexation Agreement is enacted, the City Council shall enact an ordinance annexing the Annexation Tracts to the CITY. Said annexation ordinance together with an accurate map of the Annexation Tracts shall be recorded in the offices of the Recorder of Deeds of St. Clair County, Illinois and filed in the office of the Clerk of St. Clair County, Illinois in accordance with the requirements of Sections 5/7-1-8 and 5/7-1-40 of the Illinois Municipal Code (65 ILCS 5/7-1-8 and 5/7-1-40). As soon as practicable after the enactment of the Annexation Ordinance for the annexation of the Annexation Tracts to the CITY, the CITY shall enact an ordinance to zone the Annexation Tracts R-3 (One Family Dwelling District).

(2) RIGHT-OF-WAY GRANTS. Attached hereto as Exhibit "A" is a easement plat prepared by Tom Knox, RLS of Lundan Corporation, (the CITY's project engineer), depicting between dashed lines and highlighted in yellow, the potable waterline easement that was heretofore sold and conveyed by the ANNEXATION PETITIONERS to the CITY in order to make possible the widening, realignment and

resurfacing of "CC" Road, construction of curbs and gutters therefor and to allow for the construction, installation and maintenance of sanitary sewers, storm sewers and other public, quasi-public and municipal utility services to and for the Annexation Tracts and other properties in the neighborhood of the Annexation Tracts. The ANNEXATION PETITIONERS will grant and convey to the CITY, without any obligation on the part of the CITY to pay any monetary compensation for the same, by easement deed to be prepared by the CITY attorney (and to be in the form attached hereto as Exhibit "B"), in the same right-of-way as the CITY's above-mentioned waterline easement, easements for roadway, drainage, public and municipal utility uses and purposes; and, in addition thereto, an additional ten (10) foot wide easement east of and adjoining the aforesaid roadway/utility/drainage easement for public and municipal utility services and drainage uses and purposes. These easements will be available in the future to provide for improving "CC" Road as aforesaid and for installing and maintaining sanitary and/or storm sewers and any and all other public, quasi-public, and municipal utility services and for surface water drainage uses and purposes.

If and when public utilities are to be constructed and installed in the public utility right-of-way described hereinabove, the waterline therein installed shall be of a minimum diameter of six (6) inches and the sanitary sewer main to be therein installed shall be of a minimum diameter of eight (8) inches.

Notwithstanding anything contained in this section of this Annexation Agreement to the contrary, the CITY shall have no obligation to widen, realign or resurface "CC" Road nor to construct and install sanitary sewer service or storm sewer lines or other public or municipal utility services in the easements aforesaid. The parties acknowledge, stipulate and agree that the granting of the roadway, drainage and utility easements aforesaid contemplates that owners and/or developers of the Annexation Tracts and of land adjoining the Annexation Tracts and other property in the vicinity of the Annexation Tracts will have available the necessary right-of-way to make said infrastructure improvements in the future in accordance with CITY Ordinances Numbered 1064 and 1329.

The parties acknowledge that the CITY will need fifty (50) foot of right-of-way for "CC" Road and for the roadway, drainage and utility uses and purposes herein contemplated and the CITY will be required to get the remaining twenty-five (25) foot of right-of-way from the owners of record of the property located west of the Annexation Tracts, to wit: Hilda L. Pfeffer and Joseph G. Pfeffer.

(3) ANNEXATION EXPENSES. As STONE VALLEY FARM is annexing its property to the CITY at the request and initiative of the CITY, the CITY shall pay all the legal and engineering expenses incurred by the CITY in the annexation and zoning of the Annexation Tract without any reimbursement for the same from the STONE VALLEY FARM, including the costs to be incurred in preparing the map of the Annexation Tract that is to be attached to the annexation

ordinance, which is recorded in the offices of the Recorder of Deeds of St. Clair and Monroe Counties, Illinois and filed in the office of the Clerk of St. Clair, Illinois.

(4) EFFECTIVE TERM. This agreement shall be effective for a term of twenty (20) years from the date of its execution.

(5) BINDING EFFECT. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, successor owners of record of the subject property and all parts thereof, their heirs, executors, administrators, legal representatives, successors, lessees, and assigns, and upon any successor municipalities. Nothing herein shall prevent the conveyance or sale of the Annexation Tracts or portions thereof, except that such sale shall be subject to the provisions of this Annexation Agreement and to the Zoning Code, Subdivision Code and the other codes and ordinances of the CITY, and the new owners shall be both benefitted and bound by the terms, conditions and restrictions contained in this Annexation Agreement.

(6) ENFORCEMENT. This agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by an appropriate action at law or in equity to secure performance of the covenants hereof in accordance with the provisions of Section 11-15.1-4 of the Illinois Municipal Code (65 ILCS 5/11-15.1-4). In the event there is a breach of or default under this Agreement by one of the parties hereto and it thereby becomes necessary for another party hereto adversely affected thereby to retain the services of an attorney to enforce the Agreement, then and in that

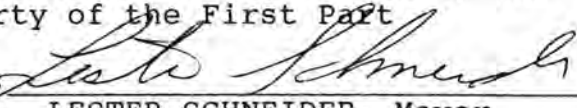
event the losing party to such controversy or litigation shall be required to pay the other party's reasonable attorneys' fees, court costs, and other expenses incurred in enforcing the Agreement.

(7) SEVERABILITY. In the event any provision of this Annexation Agreement shall be declared invalid by a court of competent jurisdiction, the invalidity of said provision will not effect the validity of the other provisions of this agreement.

(8) AMENDMENTS. This Annexation Agreement may be amended by a written mutual agreement of the parties hereto pursuant to a CITY ordinance duly enacted following a public hearing and publication of the notice of hearing, as provided by Section 11-15.1-3 of the Illinois Municipal Code (65 ILCS 5/11-15.1-3).

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement on the date first above written.

CITY OF COLUMBIA, ILLINOIS, the  
Party of the First Part

BY: 

LESTER SCHNEIDER, Mayor

ATTEST:

  
WESLEY J. HOEFFKEN, City Clerk

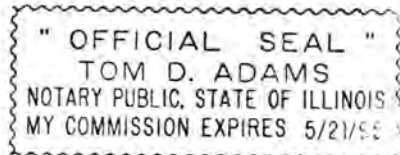
STATE OF ILLINOIS     )  
                                  )   SS  
COUNTY OF MONROE    )

The undersigned, a Notary Public in and for the County, in the State aforesaid, hereby certifies that LESTER SCHNEIDER and WESLEY J. HOEFFKEN, personally known to me and known to me to be the Mayor and the City Clerk, respectively, of the City of Columbia, Monroe County, Illinois, in the above agreement referred to as the Party of the First Part, appeared before me, in person, this date, and acknowledged that they signed and delivered the above and foregoing document pursuant to ordinance of the City of Columbia, Illinois

duly enacted, as their free and voluntary act and deed and as the free and voluntary act and deed of the City of Columbia, Illinois, a Municipal Corporation, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 3rd day of April, 1995.

Tom D. Adams  
Notary Public



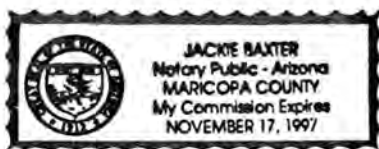
James W. Juengling  
JAMES W. JUENGLING, General Partner  
of the Stone Valley Farm Partnership

STATE OF ARIZONA       )  
                                  ) SS  
COUNTY OF Maricopa )

The undersigned, a Notary Public in and for the County, in the State aforesaid, hereby certifies that JAMES W. JUENGLING, personally known to me and known to me to be one of the two general partners of the Stone Valley Farm Partnership, an Illinois General Partnership, and known to me to be the same person whose name is subscribed to the above and foregoing document, as such general partner, said Stone Valley Farm Partnership being referred to in the above agreement as the Party of the Second Part, appeared before me in person, this date, and acknowledged that he signed and delivered said document as his free and voluntary act and deed and as the free and voluntary act and deed of the Stone Valley Farm Partnership, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 22 day of Feb, 1995.

Jackie Baxter  
Notary Public



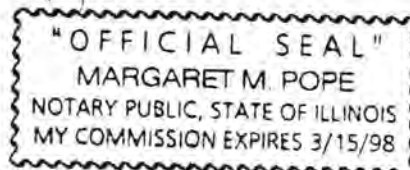
John Barker  
JOHN BARKER, General Partner of the  
Stone Valley Farm Partnership

STATE OF ILLINOIS     )  
                              ) SS  
COUNTY OF MONROE    )

The undersigned, a Notary Public in and for the County, in the State aforesaid, hereby certifies that JOHN BARKER, personally known to me and known to me to be one of the two general partners of the Stone Valley Farm Partnership, an Illinois General Partnership, and known to me to be the same person whose name is subscribed to the above and foregoing document, as such general partner, said Stone Valley Farm Partnership being referred to in the above agreement as the Party of the Second Part, appeared before me in person, this date, and acknowledged that he signed and delivered said document as his free and voluntary act and deed and as the free and voluntary act and deed of the Stone Valley Farm Partnership, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this 6th day of March, 1995.

Margaret M. Pope  
Notary Public



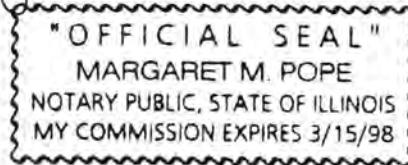
Michael J. Juengling  
MICHAEL J. JUENGLING  
Christine L. Juengling  
CHRISTINE L. JUENGLING

STATE OF ILLINOIS     )  
                              ) SS  
COUNTY OF MONROE    )

The undersigned, a Notary Public in and for the County, in the State aforesaid, hereby certifies that MICHAEL J. JUENGLING and CHRISTINE L. JUENGLING, his wife, personally known to me and known to me to be the same persons whose names are subscribed to the above and foregoing document, appeared before me in person, this date, and acknowledged that they signed and delivered said document as their free and voluntary act and deed, for the uses and purposes therein set forth.

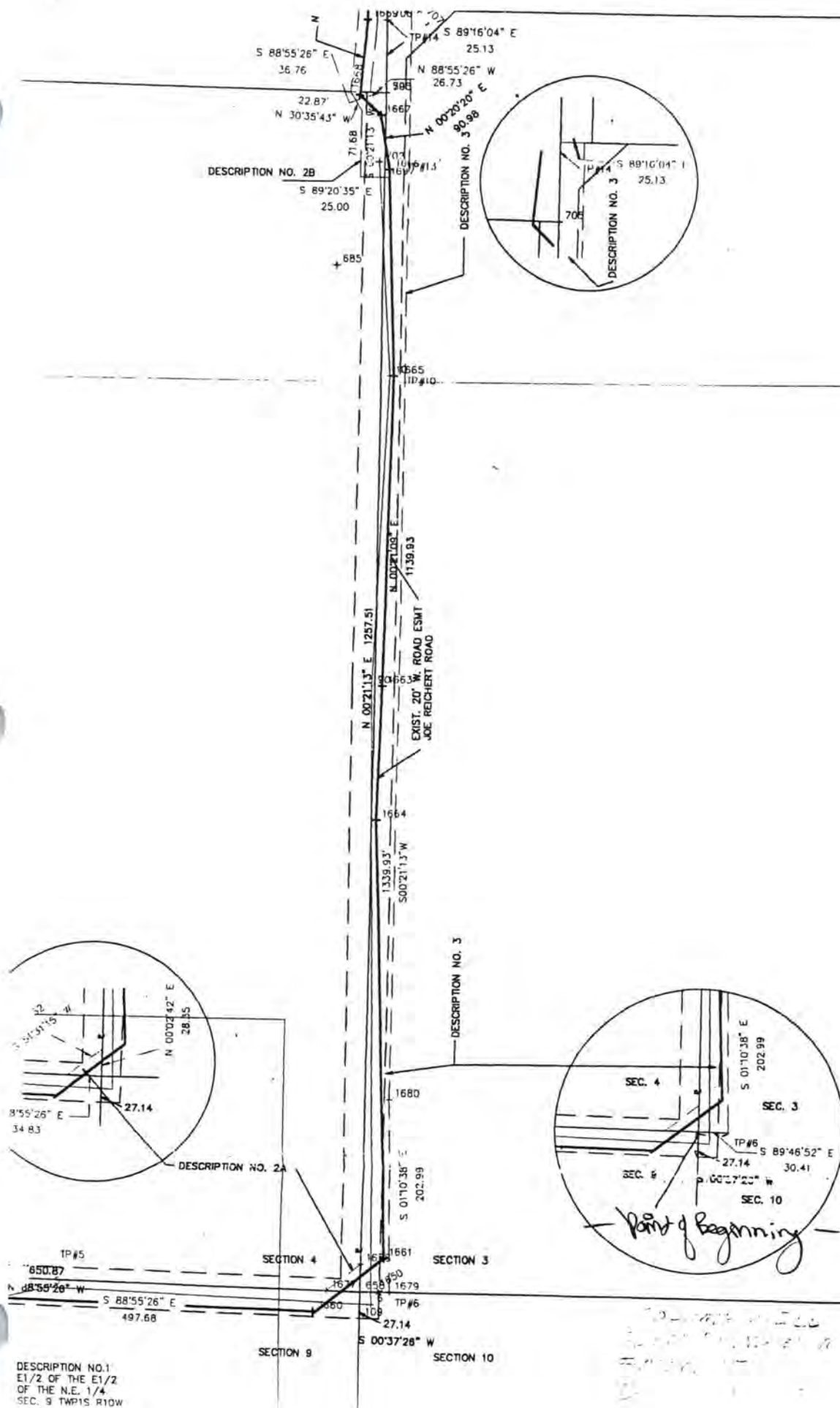
Given under my hand and Notary Seal this 6th day of March, 1995.

Margaret M. Pope  
Notary Public



THIS DOCUMENT PREPARED BY:

TOM D. ADAMS #13439  
ADAMS AND HUETSCH  
Attorneys-at-Law  
321 Wedgewood Square  
P.O. Box 647  
Columbia, Illinois 62236  
Telephone (618) 281-5185



## EASEMENT DEED

The undersigned, JAMES W. JUENGLING and JOHN BARKER, as General Partners of the STONE VALLEY FARM, an Illinois General Partnership, and MICHAEL J. JUENGLING and CHRISTINE L. JUENGLING, his wife, the GRANTORS, for and in consideration of the payment of the sum of One Dollar (\$1.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do hereby GRANT, BARGAIN, SELL, and CONVEY, to the CITY OF COLUMBIA, Monroe and St. Clair Counties, Illinois, a Municipal Corporation and body both corporate and politic, created and existing under and by virtue of the laws of the State of Illinois, the GRANTEE, its successors and assigns, a right of way and easement, twenty-five (25) foot in width in, upon, under, through, along, and across the following described tract of land, for the uses and purposes of locating, constructing, installing, operating, inspecting, repairing, re-constructing, relocating, maintaining and improving a roadway and curbs and gutters therefor, public and municipal utility services of all manner and kind and drainage ways, to wit:

A parcel of land of varying width located in part of the Southwest Quarter of the Southwest Quarter of Section 3, in Township 1 South, Range 10 West of the 3rd Principal Meridian, St. Clair County, Illinois being more particularly described as follows:

Beginning at the Southwest corner of Section 3, Township 1 South, Range 10 West of the 3rd P.M., thence South  $89^{\circ} 46' 52''$  East on an assumed bearing and along the southern section line of Section 3 a distance of 25.00 feet to a point, thence North  $00^{\circ} 21' 13''$  East and parallel to the western property line a distance of 1342.47 feet to a point on the northern property line, thence North  $89^{\circ} 16' 04''$  West a distance of 25.00 feet to the northwest property corner, thence South  $00^{\circ} 21' 13''$  West a distance of 1342.84 feet to the POINT OF BEGINNING.

and, further, the GRANTORS have granted, bargained, sold, and conveyed, and by the presents do GRANT, BARGAIN, SELL, and CONVEY, to the GRANTEE, its successors and assigns, a right-of-way and easement in, upon, under, through, along and across the following described tract of land which adjoins the above-described easement tract, for the uses and purposes of locating, constructing, installing, operating, inspecting, repairing, re-constructing, relocating, maintaining and improving public and municipal utility services of all manner and kind and drainage ways, to wit:

A parcel of land of varying width located in part of the Southwest Quarter of the Southwest Quarter of Section 3, in

Township 1 South, Range 10 West of the 3rd Principal Meridian, St. Clair County, Illinois being more particularly described as follows:

Commencing at the Southwest corner of Section 3, Township 1 South, Range 10 West of the 3rd P.M., thence South 89° 46' 52" East on an assumed bearing and along the southern section line of Section 3 a distance of 25.00 feet to the Point of Beginning, thence North 00° 21' 13" East a distance of 1342.47 feet to a point on the northern property line, thence South 89° 16' 04" East along the northern property line, a distance of 10.00 feet to a point, thence South 00° 21' 13" West a distance of 1342.38 feet to a point on the southern property line, thence North 89° 46' 52" West a distance of 10.00 feet to the POINT OF BEGINNING.

By this Easement Deed, the GRANTORS grant to the GRANTEE, its successors and assigns, the right of ingress and egress over, along, and across the above-described easement tracts or parcels of land for the purpose of gaining access to and from said property for construction and maintenance of structures, appliances, facilities and appurtenances thereto for the uses and purposes aforesaid.

The GRANTORS, their heirs, legal representatives, successors, and assigns, shall have the right to use and enjoy the above-described easement strip of property, subject to the rights herein granted and conveyed to the Grantee. The GRANTORS, their heirs, legal representatives, successors and assigns shall not make or suffer any damages or obstructions that interfere with the GRANTEE'S use of the easement premises for their intended purpose and such use by the GRANTORS, their heirs, legal representatives, successors, and assigns shall not include the erection thereon of buildings or structures.

The GRANTEE shall back fill all excavations as promptly as circumstances will permit and restore the surface of the ground as nearly as practicable to the condition it was in before the GRANTEE disturbed the same.

It is understood and agreed that the GRANTEE shall have the right to transfer, convey, and assign to any person, firm, or corporation, all rights herein acquired by it, and it is further agreed that all covenants, conditions, rights, and obligations of this agreement shall extend to and be binding and obligatory upon the heirs, legal representatives, successors, and assigns, respectively, of the parties hereto, and shall be covenants running with the land encumbered by the easement herein granted and conveyed.

The GRANTORS hereby expressly waive and release any and all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois with regard to the real property that is the subject of this waterline easement.

IN WITNESS WHEREOF, the parties hereto have made and delivered the above and foregoing easement for the uses and purpose therein set forth this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

STONE VALLEY FARM, the GRANTOR:

BY: \_\_\_\_\_  
JAMES W. JUENGLING, a General Partner

BY: \_\_\_\_\_  
JOHN BARKER, a General Partner

MICHAEL J. JUENGLING

CHRISTINE L. JUENGLING

STATE OF ARIZONA       )  
                              ) SS  
COUNTY OF \_\_\_\_\_)

The undersigned, a Notary Public in and for the County in the State aforesaid, hereby certifies that JAMES W. JUENGLING, personally known to me and known to me to be the same person whose name is subscribed to the above and foregoing document, appeared before me in person this date and acknowledged that he is one of the sole General Partners of the Stone Valley Farm, an Illinois General Partnership, and acknowledged that he signed and delivered said document as his free and voluntary act and deed and as the free and voluntary act and deed of said General Partnership, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
                              ) SS  
COUNTY OF MONROE     )

The undersigned, a Notary Public in and for the County in the State aforesaid, hereby certifies that JOHN BARKER, personally known to me and known to me to be the same person whose name is subscribed to the above and foregoing document, appeared before me in person this date and acknowledged that he is one of the sole General Partners of the Stone Valley Farm, an Illinois General Partnership, and acknowledged that he signed and delivered said document as his free and voluntary act and deed and as the free and voluntary act and deed of said General Partnership, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
                              ) SS  
COUNTY OF MONROE     )

The undersigned, a Notary Public in and for the County in the State aforesaid, hereby certifies that MICHAEL J. JUENGLING and CHRISTINE L. JUENGLING, personally known to me and known to me to be the same persons whose names are subscribed to the above and foregoing document, appeared before me in person this date and acknowledged that they signed and delivered the above and foregoing document as their free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of right of homestead.

Given under my hand and Notary Seal this \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
Notary Public

THIS DOCUMENT PREPARED BY:

ADAMS AND HUETSCH  
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