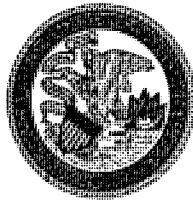


Municipal Building
208 South Rapp Avenue
P.O. Box 467
Columbia, Illinois 62236



Liquor And
Health Commissioner
(618) 281-7144 Ext. 109
(618) 281-4966

City of Columbia, Illinois

Lester Schneider
Mayor

DATE: September 24, 2002

TO: City Council Members

FROM: Mayor Lester Schneider

Ken Vaughn and I met with Dennis Brand to review Tom Adams' main concern about the Brellinger (Pfeffer Property) Subdivision Preliminary Plat. This involves the present alignment and future extension of Rueck Parkway (see attached).

Ken and I will consult Tom and Paul Friedrich and hopefully have a recommendation at the October 7th Council Meeting.

Lester Schneider

Mayor

LS:mel

cc: Tom Adams
Ken Vaughn

Sheppard, P.E.), and the registered land surveyor (Kevin D. DeSain, R.L.S.). Please supply the address of the owners of record and subdivider.

(2) Section 34-3-7(D) requires that all lot lines for adjacent property abutting the proposed subdivision be shown on the plat. Please include adjoining lot lines.

(3) Section 34-3-7(G) requires that streets and rights-of-way on and adjoining the subdivision be depicted showing the name, right-of-way and pavement width, approximate gradient, type of pavement and classification. Please supply the approximate gradient for Brellinger, Pfeffer, Lovell and Lacroix Way and the pavement width, type of pavement, classification and approximate gradient for Rueck Road. Please advise if Rueck Road is a Road District or County road.

Enclosed is a copy of the pertinent section of the proposed Annexation Agreement for the adjoining property which describes the obligation of the applicant to realign and upgrade and resurface Rueck Road. We need a cooperation agreement between the City and the developer of the Brellinger Subdivision to commit to the extension and completion of Rueck Parkway in the subdivision and/or we need to include the extension of Rueck Parkway as part of the subdivision on, over, along and across the adjoining property of the Pfeffers.

(4) Section 34-3-7(H) requires existing easements as well as proposed easements to be depicted on the plat. Enclosed are copies of Schedule B from the Monroe County Title Company for both the portion of the property comprising the subdivision that is in Monroe County and the portion that is in St. Clair County. We need for you to supply me with copies of Exceptions 6 through 10 on the Monroe County property Schedule B (oil and gas lease which should be vacated if not producing, Mississippi River Fuel Corporation easement, Columbia Annexation Agreement, Columbia Potable Waterline Easement and Columbia Sanitary Sewer Line Easement) and the recorded documents referred to in Exceptions 8 through 12 of the St. Clair County property report. Any of these encumbrances that affect any part of the property proposed to comprise the subdivision are required to be depicted on this plat so that we can determine they will not impair the ability to use easements or build on building lots in the subdivision. Where Columbia pre-existing easements are going to be included in platted easements a decision will be made whether to vacate the pre-existing easements or allow the redundancy. The disclaimer contained in the lower right hand corner of the first page of the plat which is entitled "Underground Utility Note" will have to be deleted from the plat. We do not allow such disclaimers since the plat is required to depict pre-existing easements and encumbrances. If there are underground utilities installed in the property comprising the plat, they have to be depicted on the plat. If necessary, Dennis Brand can contact JULIE for them to locate these utilities, if any, so that you can plat them.

(5) Section 34-3-7(J) requires the location and size of the nearest water main, sanitary sewer outlet, storm sewer outfall locations and pertinent utilities to be shown on

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

