

MAR 03 2008

ORDINANCE NO. 2637

*Wiley J. Joffe*  
City Clerk

AN ORDINANCE TO APPROVE DEEDS FOR MUNICIPAL STORM SEWER EASEMENTS FOR THE CITY OF COLUMBIA OLD TOWN RENOVATION PROJECT FROM: (1) JUSTIN D. KUYKENDALL AND RACHEL J. MUNRO; (2) LAWRENCE G. DAVIS AND LAURA J. DAVIS; (3) LESLIE SUNDERMAN; (4) DORMAN G. LOUGH AND DONNA LOUGH; (5) FLORENCE KATHRYN RAGLIN; AND (6) JAY C. LANCASTER AND MARIA LANCASTER OF COLUMBIA, ILLINOIS WHICH ARE ALL LOCATED IN THE CITY OF COLUMBIA, ILLINOIS AND TO AUTHORIZE THE MAYOR TO EXECUTE AND THE CITY ATTORNEY TO RECORD THE SAME FOR AND ON BEHALF OF THE CITY

WHEREAS, the City of Columbia, Illinois (the "City") has determined to construct and install a storm sewer line in connection with the renovation and improvement involved in the City's Old Town Renovation Project in the City;

WHEREAS, it is necessary and appropriate that the City acquire right-of-way easements for the same from owners of property in which the City is going to install its storm sewer and appurtenances for its subject Old Town Renovation project;

WHEREAS, (1) Justin D. Kuykendall and Rachel J. Munro of 237 South Riebeling Street; (2) Lawrence G. Davis and Laura J. Davis of 240 South Ferkel Street; (3) Leslie Sunderman of 238 South Columbia Street; (4) Dorman G. Lough and Donna Lough of 303 South Columbia Street; (5) Florence Kathryn Raglin and Clyde A. Raglin of 229 South Ferkel Street; (6) Jay C. Lancaster and Maria Lancaster of 304 South Columbia Street in the City of Columbia, Illinois have all agreed to provide the required storm sewer easements to the City for the price and/or on the terms set forth in their Easement Deeds which are approved and authorized by this ordinance; and,

WHEREAS, it is necessary and appropriate that the City enact this ordinance to approve and authorize the City to acquire the easements on the terms set forth in the easement deeds and commit the City to do and perform its obligations under said deeds so that the City can acquire the subject easements required for the accomplishment of its Old Town Renovation Project and the construction and installation of the City storm sewers involved therein.

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

**Section 1.** The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

**Section 2.** Attached hereto are the Storm Sewer Easement Deeds from the above-described property owners for the subject storm sewer easements. The City hereby approves the form of the Storm Sewer Easement Deeds, as signed by the property owners aforesaid, and does hereby authorize and direct the Mayor to sign the same (acknowledging the City's acceptance of the easements involved and the City's agreement to do and perform the City's obligations undertaken in the deeds) and does hereby authorize and direct the City Clerk to attest the same and affix thereto the corporate seal of the City.

**Section 3.** The City Council hereby authorizes and directs the City Attorney, Tom D. Adams, to record in the office of the Monroe County, Illinois Recorder the fully executed and attested Storm Sewer Easement Deeds aforesaid and thereafter to file them with the permanent real estate records of the City.

**Section 4.** This Ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

Alderman Row moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Unnerstall, and the roll call vote was as follows:

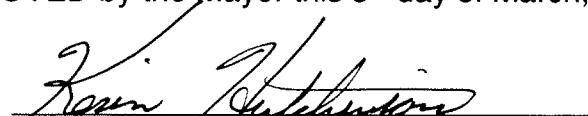
YEAS: Aldermen Ebersohl, Agne, Niemietz, Unnerstall, Row, Hejna, Oberfell, Stumpf and Mayor Hutchinson.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 3<sup>rd</sup> day of March, 2008.

  
KEVIN B. HUTCHINSON, Mayor

ATTEST:

  
WESLEY J. HOEFFKEN, City Clerk

(SEAL)

Return Deed to:  
Adams and Huetsch  
Attorneys at Law  
P. O. Box 647  
Columbia, IL 62236

### **MUNICIPAL STORM SEWER EASEMENT DEED**

The undersigned GRANTORS, JUSTIN D. KUYKENDALL, a single person, RACHEL J. MUNRO, a married person, and JORDAN C. KUYKENDALL, a single person, as joint tenants, of 237 South Riebeling Street, City of Columbia, Monroe County, Illinois, for and in consideration of the payment of the sum of One Dollar (\$1.00) and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by the GRANTORS, do hereby CONVEY and WARRANT to the CITY OF COLUMBIA, 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 (hereinafter referred to as the "CITY" or the "GRANTEE"), an exclusive storm sewer easement, being the perpetual right to construct, install, alter, repair, remove and maintain a storm sewer, and all appurtenances appertaining thereto, on, over and across part of a tract of land conveyed to Justin D. Kuykendall, Rachel J. Munro and Jordan C. Kuykendall, by deed recorded in the Recorder's Office of Monroe County, Illinois, as Document No. 314706, being part of Tax Lot 6-C of "Ferkel's Addition" to the Town, now City, of Columbia, Monroe County, Illinois, as shown recorded in the Recorder's Office of Monroe County, Illinois, in Surveyor's Official Plat Record "A" (Town Lots) on page 29, said easement being more particularly described as follows:

Beginning at the most Southerly corner of said Kuykendall/Munro tract; thence at an assumed bearing of North 26°-44'-27" West, along the Southwesterly line of said Kuykendall/Munro tract, a distance of 8.00 feet to a point; thence North 62°-29'-29" East, parallel to and 8.00 feet, measured at right angles, Northwesterly of the Southeasterly line of said Kuykendall/Munro tract, a distance of 140.00 feet to a point which lies on the Northeasterly line of said Kuykendall/Munro tract; thence South 26°-44'-27" East, along the Northeasterly line, a distance of 8.00 feet to the most Easterly corner of said Kuykendall/Munro tract; thence South 62°-29'-29" West, along the Southeasterly line, a distance of 140.00 feet to the Point of Beginning.

Containing 1,120 square feet, or 0.026 acre, more or less.

PERMANENT PROPERTY INDEX NO.: 04-15-383-025.

PRIOR DEED: Document No. 314706.

(Survey plat of Heneghan and Associates, P. C., being attached hereto and by reference made part hereof.)

hereby releasing and waiving all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois.

Situated in the City of Columbia, County of Monroe and State of Illinois.

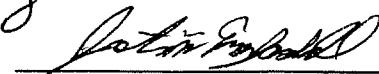
Concomitant and coextensive with the right herein granted is a further right in GRANTEE, its successors and assigns, contractors and agents, at all times, to have ingress to and egress from all points on and along said municipal storm sewer drainage easement tract. Since the easement uses and purposes granted to the GRANTEE are primarily subterranean the GRANTEE, the City of Columbia, Illinois, shall have no obligation to mow the grass, trim weeds or otherwise maintain the surface of the ground except as herein otherwise provided. The GRANTEE, City of Columbia, Illinois, and its successors and assigns, by and through its agents, servants and contractors, shall have the right to remove trees, bushes, undergrowth and any other obstructions interfering with the GRANTEE'S right to use the easement herein granted for its intended use and purpose, including the location, construction, repair, removal, reconstruction, replacement and maintenance of its storm sewer and the appurtenances appertaining thereto which are installed in the easement tract described above, whether located now or hereafter in the said easement tract.

The GRANTORS their heirs, executors, administrators, other legal representatives, successors and assigns, shall not make nor suffer any encroachment or obstructions interfering with the GRANTEE'S use of the easement tract for its intended use and purpose and the right of the GRANTEE in the easement tract to use the same for its intended purpose. The GRANTORS, their heirs, executors, administrators, other legal representatives, successors and assigns, shall have the right to use the surface of the property comprising the easement tract for uses and purposes that do not interfere with the GRANTEE'S use of the same for its intended purpose. The GRANTORS shall not construct, install or maintain any buildings or permanent structures on the easement tract without first obtaining the written consent for the same from the GRANTEE. The GRANTORS shall not grant easements to any other utility service providers or other persons or parties for subterranean use of the easement tract without first obtaining the written consent of the GRANTEE.

The GRANTEE will restore the surface of the ground after each and every entry.

The terms, covenants and conditions of this easement deed shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, other legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the undersigned GRANTORS have made, executed and delivered this Municipal Storm Sewer Drainage Easement Deed to the GRANTEE, for the uses and purposes hereinabove set forth this 11th day of February, 2008.

  
JUSTIN D. KUYKENDALL

  
RACHEL J. MUNRO

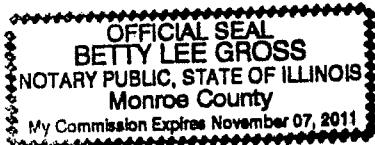
*Rachel Munro for Jordan Kuykendall*  
JORDAN C. KUYKENDALL

*Am. minor*

STATE OF ILLINOIS      )  
                            ) SS  
COUNTY OF MONROE      )

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

Given under my hand and Notary Seal this 11<sup>th</sup> day of February, 2008.



*Betty Lee Gross*  
Notary Public

#### SIGNATURE OF GRANTEE

The undersigned GRANTEE has executed this Deed to acknowledge its agreement and commitment to do and perform all obligations undertaken in the above Easement Deed incumbent on the GRANTEE to be done and performed by the GRANTEE.

CITY OF COLUMBIA, ILLINOIS, a  
Municipal Corporation

BY: \_\_\_\_\_  
KEVIN B. HUTCHINSON, Mayor

ATTEST:

WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS      )  
                            ) SS  
COUNTY OF MONROE      )

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that KEVIN B. HUTCHINSON and WESLEY J. HOEFFKEN, personally known to me and known to me to be the Mayor and City Clerk, respectively, of the City of Columbia, Illinois whose names are subscribed to the above and foregoing document, appeared before me this day in person, and acknowledged that they signed and delivered the said document as their free and voluntary act and deed and the free and voluntary act and deed of the City of Columbia, Illinois, pursuant to an enabling ordinance of said City which was enacted prior thereto, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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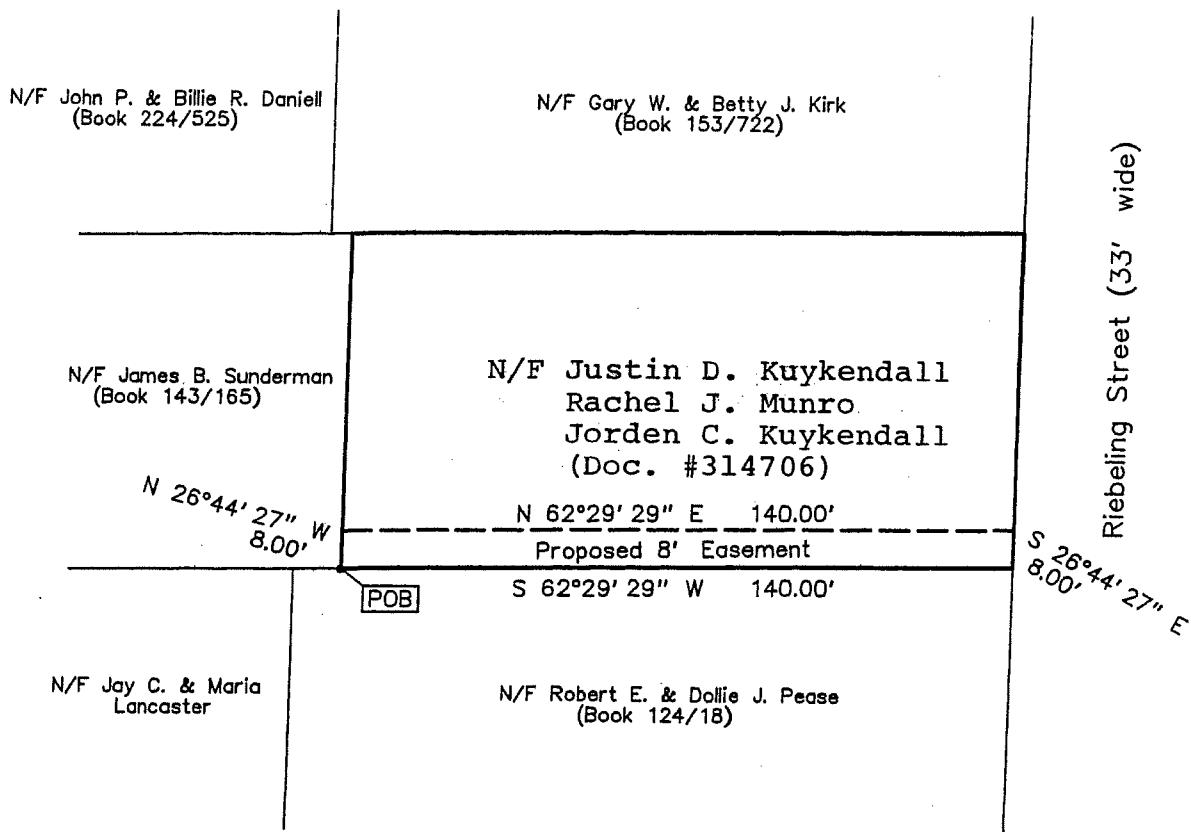
Notary Public

THIS DOCUMENT PREPARED BY:

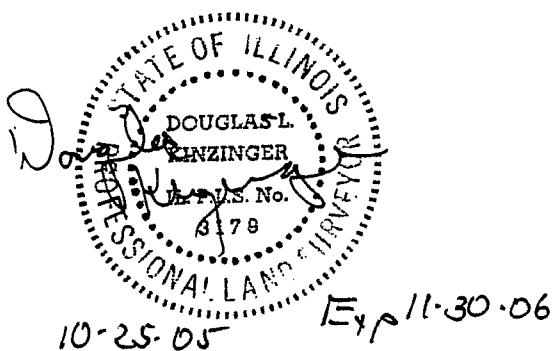
TOM D. ADAMS #13439  
ADAMS AND HUETSCH  
Attorneys-at-Law  
321 Wedgewood Square  
P.O. Box 647  
Columbia, Illinois 62236  
Telephone (618) 281-5185/5186

## *Plat of Survey*

of Part of Tax Lot 6-C of  
"Ferkel's Addition" to the Town, now City, of Columbia  
Monroe County, Illinois



Scale: 1" = 40'  
September 21, 2005



**HENEAGHAN AND ASSOCIATES, P.C.**  
ENGINEERS - SURVEYORS  
915 N. MAIN STREET, SUITE 1  
COLUMBIA, IL 62236  
(618) 281-8133 - PHONE  
(618) 281-8290 - FAX

CONSENT OF TENANT(S) IN POSSESSION

The undersigned (is) (are) tenant(s) in possession of the above-described real estate and by (his) (her) (their) signature(s) below consent to this ~~Temporary~~ <sup>PERMANENT</sup> Construction Easement and the right of the holder of said easement to use and occupy the land described above for the uses and purposes stated in the easement.

 2375 RIEBELING  
Drew Burton, Tenant and address , Tenant and address

Return Deed to:  
Adams and Huetsch  
Attorneys at Law  
P. O. Box 647  
Columbia, IL 62236

## MUNICIPAL STORM SEWER EASEMENT DEED

The undersigned GRANTORS, LAWRENCE G. DAVIS and LAURA J. DAVIS, of 240 South Ferkel Street, City of Columbia, Monroe County, Illinois, for and in consideration of the payment of the sum of One Dollar (\$1.00) and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by the GRANTORS do hereby CONVEY and WARRANT to the CITY OF COLUMBIA, 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 (hereinafter referred to as the "CITY" or the "GRANTEE"), an exclusive storm sewer easement, being the perpetual right to construct, install, alter, repair, remove and maintain a storm sewer, and all appurtenances appertaining thereto, on, over, and across part of a tract of land conveyed to Lawrence G. Davis by deed recorded in the Recorder's Office of Monroe County, Illinois, in Book of Deeds 224 on pages 24-25, being part of Lot 6-A of "Ferkel's Addition" to the Town, now City of Columbia, Monroe County, Illinois as shown recorded in the Recorder's Office of Monroe County, Illinois, in Surveyor's Official Plat Record "A" (Town Lots) on page 29, said easement being more particularly described as follows:

Beginning at the most Westerly corner of said Davis tract; thence at an assumed bearing of North 62°-29'-29" East, along the Northwesterly line of said Davis tract, a distance of 70.94 feet to a point; thence South 72°-42'-08" East, a distance of 86.56 feet to a point which lies 10.00 feet, measured at right angles, Northwesterly of the Southeasterly line of said Davis tract; thence North 62°-29'-29" East and parallel to the Southeasterly line, a distance of 13.00 feet to a point which lies on the Northeasterly line of said Davis tract; thence South 27°-29'-18" East, along the Northeasterly line, a distance of 10.00 feet to the most Easterly corner of said Davis tract; thence South 62°-29'-29" West, along the Southeasterly line of said Davis tract, a distance of 24.21 feet to a point; thence North 72°-42'-08" West, a distance of 90.82 feet to a point which lies 7.00 feet, measured at right angles, Southeasterly of the Northwesterly line of said Davis tract; thence South 62°-29'-29" West and parallel to the Northwesterly line, a distance of 56.67 feet to a point which lies on the Southwesterly line of said Davis tract; thence North 27°-48'-01" West, along the Southwesterly line, a distance of 7.00 feet to the Point of Beginning.

Containing 1,963 square feet, or 0.045 acre, more or less.

PERMANENT PROPERTY INDEX NO.: 04-15-382-013.

PRIOR DEED: Book 224, Page 24.

(Survey plat of Heneghan and Associates, P. C., being attached hereto and by reference made part hereof.)

hereby releasing and waiving all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois.

Situated in the City of Columbia, County of Monroe and State of Illinois.

Concomitant and coextensive with the right herein granted is a further right in GRANTEE, its successors and assigns, contractors and agents, at all times, to have ingress to and egress from all points on and along said municipal storm sewer drainage easement tract. Since the easement uses and purposes granted to the GRANTEE are primarily subterranean the GRANTEE, the City of Columbia, Illinois, shall have no obligation to mow the grass, trim weeds or otherwise maintain the surface of the ground except as herein otherwise provided. The GRANTEE, City of Columbia, Illinois, and its successors and assigns, by and through its agents, servants and contractors, shall have the right to remove trees, bushes, undergrowth and any other obstructions interfering with the GRANTEE'S right to use the easement herein granted for its intended use and purpose, including the location, construction, repair, removal, reconstruction, replacement and maintenance of its storm sewer and the appurtenances appertaining thereto which are installed in the easement tract described above, whether located now or hereafter in the said easement tract.

The GRANTORS their heirs, executors, administrators, other legal representatives, successors and assigns, shall not make nor suffer any encroachment or obstructions interfering with the GRANTEE'S use of the easement tract for its intended use and purpose and the right of the GRANTEE in the easement tract to use the same for its intended purpose. The GRANTORS, their heirs, executors, administrators, other legal representatives, successors and assigns, shall have the right to use the surface of the property comprising the easement tract for uses and purposes that do not interfere with the GRANTEE'S use of the same for its intended purpose. The GRANTORS shall not construct, install or maintain any buildings or permanent structures on the easement tract without first obtaining the written consent for the same from the GRANTEE. The GRANTORS shall not grant easements to any other utility service providers or other persons or parties for subterranean use of the easement tract without first obtaining the written consent of the GRANTEE.

The GRANTEE will restore the surface of the ground after each and every entry.

The terms, covenants and conditions of this easement deed shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, other legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the undersigned GRANTORS have made, executed and delivered this Municipal Storm Sewer Drainage Easement Deed to the GRANTEE, for the uses and purposes hereinabove set forth this 13 day of December, 2007.

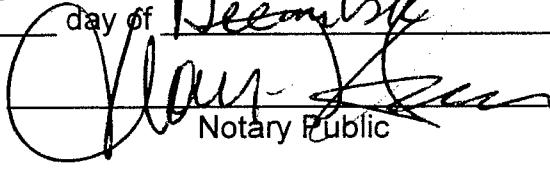
*Lawrence G. Davis 06/10/07*  
LAWRENCE G. DAVIS

*Laura J. Davis*  
LAURA J. DAVIS

STATE OF ILLINOIS      )  
                            ) SS  
COUNTY OF MONROE    )

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

Given under my hand and Notary Seal this

*15<sup>th</sup>* day of *December*, 2007.  
  
Notary Public

OFFICIAL SEAL  
CRAIG D. HISER  
Notary Public, State of Illinois  
My Commission Expires 6/13/10

#### SIGNATURE OF GRANTEE

The undersigned GRANTEE has executed this Deed to acknowledge its agreement and commitment to do and perform all obligations undertaken in the above Easement Deed incumbent on the GRANTEE to be done and performed by the GRANTEE.

CITY OF COLUMBIA, ILLINOIS, a  
Municipal Corporation

BY: \_\_\_\_\_  
KEVIN B. HUTCHINSON, Mayor

ATTEST:

WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS      )  
                            ) SS  
COUNTY OF MONROE    )

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that KEVIN B. HUTCHINSON and WESLEY J. HOEFFKEN, personally known to me and known to me to be the Mayor and City Clerk, respectively, of the City of Columbia, Illinois whose names are subscribed to the above and foregoing document, appeared before me this day in person, and acknowledged that they signed and delivered the said document as their free and voluntary act and deed and the free and voluntary act and deed of the City of Columbia, Illinois, pursuant to an enabling ordinance of said City which was enacted prior thereto, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

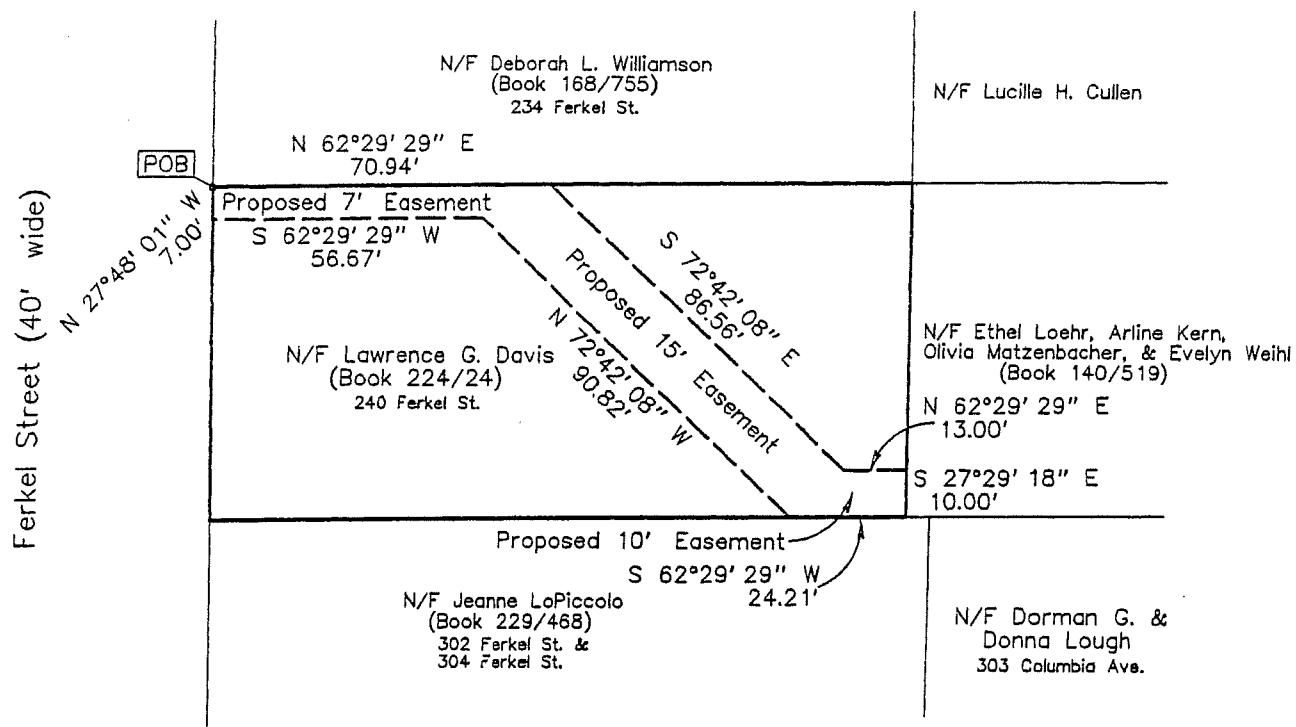
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Notary Public

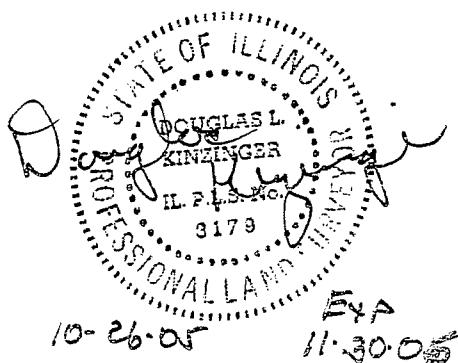
THIS DOCUMENT PREPARED BY:

TOM D. ADAMS #13439  
ADAMS AND HUETSCH  
Attorneys-at-Law  
321 Wedgewood Square  
P.O. Box 647  
Columbia, Illinois 62236  
Telephone (618) 281-5185/5186

*Plat of Survey*  
 of Part of Lot 6-A of  
 "Ferkel's Addition" to the Town, now City, of Columbia  
 Monroe County, Illinois



Scale: 1" = 40'  
 September 21, 2005



HENEGR AND ASSOCIATES, P.C.  
 ENGINEERS - SURVEYORS  
 915 N. MAIN STREET, SUITE 1  
 COLUMBIA, IL 62236  
 (618) 281-8133 - PHONE  
 (618) 281-8290 - FAX  
[www.haengr.com](http://www.haengr.com)

Return Deed to:  
Adams and Huetsch  
Attorneys at Law  
P. O. Box 647  
Columbia, IL 62236

**MUNICIPAL STORM SEWER EASEMENT DEED**

The undersigned GRANTOR, LESLIE SUNDERMAN, formerly married to James B. Sunderman and now divorced and not since remarried, of 238 South Columbia Street, City of Columbia, Monroe County, Illinois, for and in consideration of the payment of the sum of One Dollar (\$1.00) and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by the GRANTORS do hereby CONVEY and WARRANT to the CITY OF COLUMBIA, 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 (hereinafter referred to as the "CITY" or the "GRANTEE"), an exclusive storm sewer easement, being the perpetual right to construct, install, alter, repair, remove and maintain a storm sewer, and all appurtenances appertaining thereto on, over, and across part of a tract of land conveyed to James B. Sunderman by deed recorded in the Recorder's Office of Monroe County, Illinois, in Book of Deeds 143 on page 165, being part of Tax Lot 6-B of "Ferkel's Addition" to the Town, now City, of Columbia, Monroe County, Illinois, as shown recorded in the Recorder's Office of Monroe County, Illinois, in Surveyor's Official Plat Record "A" (Town Lots) on page 29, said easement tract being more particularly described as follows:

Beginning at the most Southerly corner of said Sunderman tract; thence at an assumed bearing of North 27°-10'-35" West, along the Southwesterly line of said Sunderman tract, a distance of 8.00 feet to a point; thence North 62°-29'-29" East, parallel to and 8.00 feet, measured at right angles, Northwesterly of the Southeasterly line of said Sunderman tract, a distance of 148.35 feet to a point which lies on the Northeasterly line of said Sunderman tract; thence South 26°-44'-27" East, along the Northeasterly line, a distance of 8.00 feet to the most Easterly corner of said Sunderman tract; thence South 62°-29'-29" West, along the Southeasterly line, a distance of 148.29 feet to the Point of Beginning.

Containing 1,187 square feet, or 0.027 acre, more or less.

PERMANENT PROPERTY INDEX NO.: 04-15-383-007.

PRIOR DEED: Document No. 309802.

(Survey plat of Heneghan and Associates, P. C., being attached hereto and by reference made part hereof.)

hereby releasing and waiving all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois.

Situated in the City of Columbia, County of Monroe and State of Illinois.

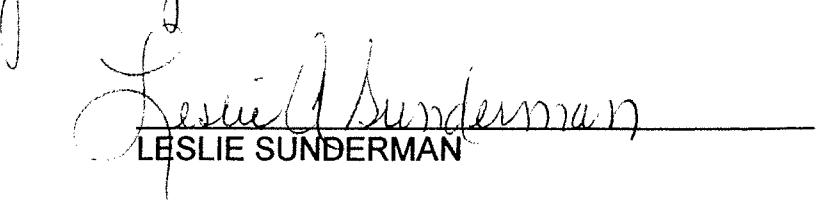
Concomitant and coextensive with the right herein granted is a further right in GRANTEE, its successors and assigns, contractors and agents, at all times, to have ingress to and egress from all points on and along said municipal storm sewer drainage easement tract. Since the easement uses and purposes granted to the GRANTEE are primarily subterranean the GRANTEE, the City of Columbia, Illinois, shall have no obligation to mow the grass, trim weeds or otherwise maintain the surface of the ground except as herein otherwise provided. The GRANTEE, City of Columbia, Illinois, and its successors and assigns, by and through its agents, servants and contractors, shall have the right to remove trees, bushes, undergrowth and any other obstructions interfering with the GRANTEE'S right to use the easement herein granted for its intended use and purpose, including the location, construction, repair, removal, reconstruction, replacement and maintenance of its storm sewer and the appurtenances appertaining thereto which are installed in the easement tract described above, whether located now or hereafter in the said easement tract.

The GRANTORS their heirs, executors, administrators, other legal representatives, successors and assigns, shall not make nor suffer any encroachment or obstructions interfering with the GRANTEE'S use of the easement tract for its intended use and purpose and the right of the GRANTEE in the easement tract to use the same for its intended purpose. The GRANTORS, their heirs, executors, administrators, other legal representatives, successors and assigns, shall have the right to use the surface of the property comprising the easement tract for uses and purposes that do not interfere with the GRANTEE'S use of the same for its intended purpose. The GRANTORS shall not construct, install or maintain any buildings or permanent structures on the easement tract without first obtaining the written consent for the same from the GRANTEE. The GRANTORS shall not grant easements to any other utility service providers or other persons or parties for subterranean use of the easement tract without first obtaining the written consent of the GRANTEE.

The GRANTEE will restore the surface of the ground after each and every entry.

The terms, covenants and conditions of this easement deed shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, other legal representatives, successors and assigns of the respective parties hereto.

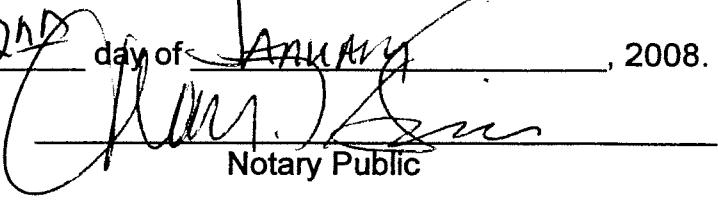
IN WITNESS WHEREOF the undersigned GRANTORS have made, executed and delivered this Municipal Storm Sewer Drainage Easement Deed to the GRANTEE, for the uses and purposes hereinabove set forth this 2nd day of January, 2008.

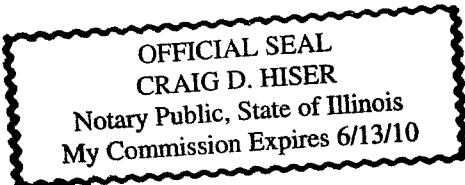
  
LESLIE SUNDERMAN

STATE OF ILLINOIS      )  
                            ) SS  
COUNTY OF MONROE    )

The undersigned, a Notary Public in and for the County, in the State aforesaid, hereby certifies that LESLIE SUNDERMAN, personally known to me and known to me to be the same person whose name is subscribed to the above and foregoing easement deed, appeared before me this date in person and acknowledged that she signed and delivered said deed as her free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notary Seal this 21<sup>st</sup> day of JANUARY, 2008.

  
Notary Public



#### SIGNATURE OF GRANTEE

The undersigned GRANTEE has executed this Deed to acknowledge its agreement and commitment to do and perform all obligations undertaken in the above Easement Deed incumbent on the GRANTEE to be done and performed by the GRANTEE.

CITY OF COLUMBIA, ILLINOIS, a  
Municipal Corporation

BY: \_\_\_\_\_  
KEVIN B. HUTCHINSON, Mayor

ATTEST:

WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS      )  
                            ) SS  
COUNTY OF MONROE      )

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that KEVIN B. HUTCHINSON and WESLEY J. HOEFFKEN, personally known to me and known to me to be the Mayor and City Clerk, respectively, of the City of Columbia, Illinois whose names are subscribed to the above and foregoing document, appeared before me this day in person, and acknowledged that they signed and delivered the said document as their free and voluntary act and deed and the free and voluntary act and deed of the City of Columbia, Illinois, pursuant to an enabling ordinance of said City which was enacted prior thereto, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

---

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) 281-5185/5186

Return Deed to:  
Adams and Huetsch  
Attorneys at Law  
P. O. Box 647  
Columbia, IL 62236

**MUNICIPAL STORM SEWER EASEMENT DEED**

The undersigned GRANTORS, DORMAN G. LOUGH and DONNA LOUGH, his wife, of 303 South Columbia Street, City of Columbia, Monroe County, Illinois, for and in consideration of the payment of the sum of One Dollar (\$1.00) and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by the GRANTORS do hereby CONVEY and WARRANT to the CITY OF COLUMBIA, 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 (hereinafter referred to as the "CITY" or the "GRANTEE"), an exclusive storm sewer easement, being the perpetual right to construct, install, alter, repair, remove and maintain a storm sewer, and all appurtenances appertaining thereto on, over, and across part of a tract of land conveyed to Dorman G. and Donna Lough by deed recorded in the Recorder's Office of Monroe County, Illinois, in Book of Deeds 115 on page 564, being part of Tax Lot 5A of "Ferkel's Addition" to the Town, now City, of Columbia, Monroe County, Illinois, as shown by Page 29 of Surveyor's Official Plat Record "A" (Town Lots) of Monroe County, Illinois Recorder's records, said easement being more particularly described as follows:

Beginning at the most Northerly corner of said Lough tract; thence at an assumed bearing of South 27°-10'-35" East, along the Northeasterly line of said Lough tract, a distance of 5.00 feet to a point; thence South 62°-29'-29" West, parallel to and 5.00 feet, measured at right angles, Southeasterly of the Northwesterly line of said Lough tract, a distance of 139.99 feet to a point which lies on the Southwesterly line of said Lough tract; thence North 27°-09'-56" West, along the Southwesterly line, a distance of 5.00 feet to the most Westerly corner of said Lough tract; thence North 62°-29'-29" East, along the Northwesterly line, a distance of 139.99 feet to the Point of Beginning.

Containing 700 square feet, or 0.016 acre, more or less.

PERMANENT PROPERTY INDEX NO.: 04-15-382-029.

PRIOR DEED: Book 115, Page 564, Document No. 97978.

(Survey plat of Heneghan and Associates, P. C., being attached hereto and by reference made part hereof.)

hereby releasing and waiving all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois.

Situated in the City of Columbia, County of Monroe and State of Illinois.

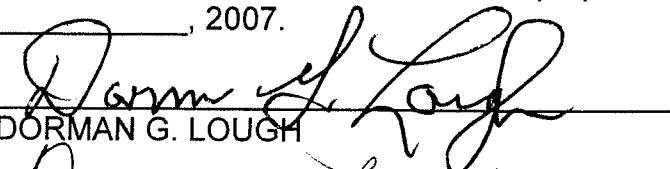
Concomitant and coextensive with the right herein granted is a further right in GRANTEE, its successors and assigns, contractors and agents, at all times, to have ingress to and egress from all points on and along said municipal storm sewer drainage easement tract. Since the easement uses and purposes granted to the GRANTEE are primarily subterranean the GRANTEE, the City of Columbia, Illinois, shall have no obligation to mow the grass, trim weeds or otherwise maintain the surface of the ground except as herein otherwise provided. The GRANTEE, City of Columbia, Illinois, and its successors and assigns, by and through its agents, servants and contractors, shall have the right to remove trees, bushes, undergrowth and any other obstructions interfering with the GRANTEE'S right to use the easement herein granted for its intended use and purpose, including the location, construction, repair, removal, reconstruction, replacement and maintenance of its storm sewer and the appurtenances appertaining thereto which are installed in the easement tract described above, whether located now or hereafter in the said easement tract.

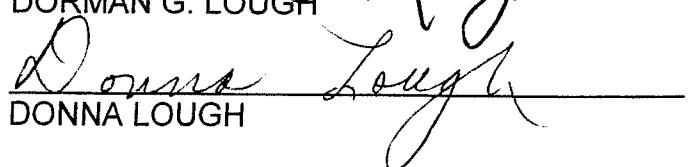
The GRANTORS their heirs, executors, administrators, other legal representatives, successors and assigns, shall not make nor suffer any encroachment or obstructions interfering with the GRANTEE'S use of the easement tract for its intended use and purpose and the right of the GRANTEE in the easement tract to use the same for its intended purpose. The GRANTORS, their heirs, executors, administrators, other legal representatives, successors and assigns, shall have the right to use the surface of the property comprising the easement tract for uses and purposes that do not interfere with the GRANTEE'S use of the same for its intended purpose. The GRANTORS shall not construct, install or maintain any buildings or permanent structures on the easement tract without first obtaining the written consent for the same from the GRANTEE. The GRANTORS shall not grant easements to any other utility service providers or other persons or parties for subterranean use of the easement tract without first obtaining the written consent of the GRANTEE.

The GRANTEE will restore the surface of the ground after each and every entry.

The terms, covenants and conditions of this easement deed shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, other legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the undersigned GRANTORS have made, executed and delivered this Municipal Storm Sewer Drainage Easement Deed to the GRANTEE, for the uses and purposes hereinabove set forth this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

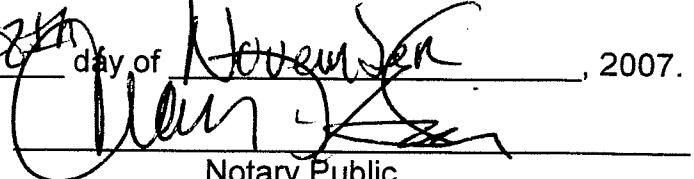
  
DORMAN G. LOUGH

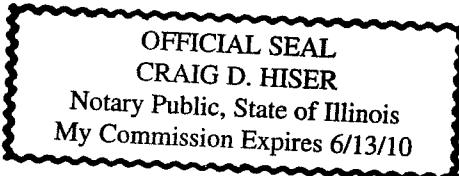
  
DONNA LOUGH

STATE OF ILLINOIS      )  
                            ) SS  
COUNTY OF MONROE    )

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

Given under my hand and Notary Seal this 28th day of November, 2007.

  
Notary Public



#### SIGNATURE OF GRANTEE

The undersigned GRANTEE has executed this Deed to acknowledge its agreement and commitment to do and perform all obligations undertaken in the above Easement Deed incumbent on the GRANTEE to be done and performed by the GRANTEE.

CITY OF COLUMBIA, ILLINOIS, a  
Municipal Corporation

BY: \_\_\_\_\_  
KEVIN B. HUTCHINSON, Mayor

ATTEST:

WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS      )  
                            ) SS  
COUNTY OF MONROE    )

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that KEVIN B. HUTCHINSON and WESLEY J. HOEFFKEN, personally known to me and known to me to be the Mayor and City Clerk, respectively, of the City of Columbia, Illinois whose names are subscribed to the above and foregoing document, appeared before me this day in person, and acknowledged that they signed and delivered the said document as their free and voluntary act and deed and the free and voluntary act and deed of the City of Columbia, Illinois, pursuant to an enabling ordinance of said City which was enacted prior thereto, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

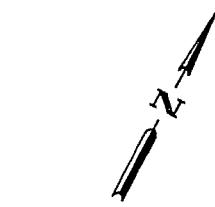
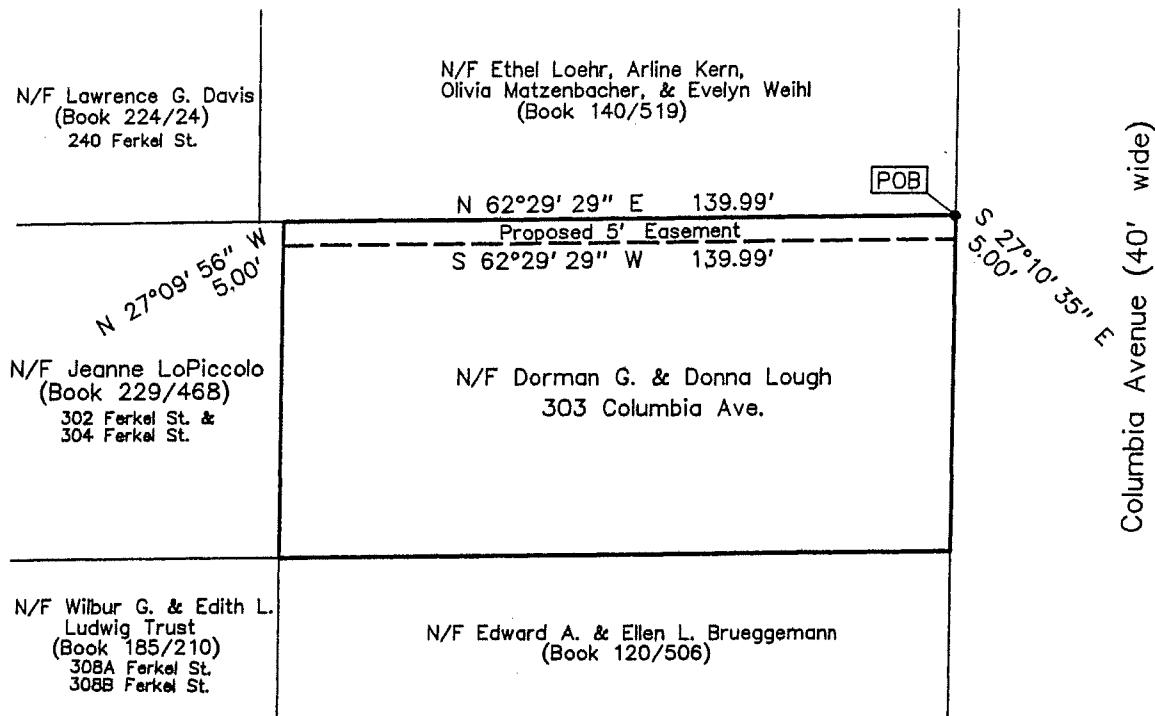
---

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) 281-5185/5186

*Plat of Survey*  
 of Part of Lot 5 of  
 "Ferkel's Addition" to the Town, now City, of Columbia  
 Monroe County, Illinois



Scale: 1" = 40'  
 September 21, 2005



**HENEGHAN AND ASSOCIATES, P.C.**  
 ENGINEERS - SURVEYORS  
 915 N. MAIN STREET, SUITE 1  
 COLUMBIA, IL 62236  
 (618) 281-8133 - PHONE  
 (618) 281-8290 - FAX  
[www.haengr.com](http://www.haengr.com)

Return Deed to:  
Adams and Huetsch  
Attorneys at Law  
P. O. Box 647  
Columbia, IL 62236

### **MUNICIPAL STORM SEWER EASEMENT DEED**

The undersigned GRANTOR, FLORENCE KATHRYN RAGLIN, as surviving joint tenant of CLYDE A. RAGLIN, deceased, of 229 South Ferkel Street, City of Columbia, Monroe County, Illinois, for and in consideration of the payment of the sum of One Dollar (\$1.00) and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by the GRANTOR does hereby CONVEY and WARRANT to the CITY OF COLUMBIA, 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 (hereinafter referred to as the "CITY" or the "GRANTEE"), an exclusive storm sewer easement, being the perpetual right to construct, install, alter, repair, remove and maintain a storm sewer, and all appurtenances appertaining thereto on, over, and across part of a tract of land conveyed to Clyde A. Raglin and Florence Kathryn Raglin by deed recorded in the Recorder's Office of Monroe County, Illinois, in Book of Deeds 92 on Page 514, being part of Lot 7 of "Roessler's Subdivision", reference being had to the Plat thereof recorded in the Recorder's Office of Monroe County, Illinois, in Book of Plats "B" on Page 122, City of Columbia, Monroe County, Illinois said easement tract being more particularly described as follows:

Commencing at the most Westerly corner of said Raglin tract; thence at an assumed bearing of North 62°-17'-46" East, along the Northwesterly line of said Raglin tract, a distance of 6.89 to the Point of Beginning of the herein described easement; thence North 62°-17'-46" East, continuing along said Northwesterly line, a distance of 15.29 feet to a point; thence South 38°-49'-44" East, a distance of 61.15 feet to a point which lies on the Southeasterly line of said Raglin tract; thence South 62°-17'-46" West, along the Southeasterly line of said Raglin tract, a distance of 12.25 feet to the most Southerly corner of said Raglin tract; thence North 47°-36'-22" West, along the Southwesterly line of said Raglin tract, a distance of 19.51 feet to a point; thence North 38°-49'-44" West, a distance of 42.45 feet to the Point of Beginning.

Containing 889 square feet, or 0.020 acre, more or less.

PERMANENT PROPERTY INDEX NO.: 04-15-381-002.

PRIOR DEED: Book 92, Page 514, Document No. 75800.

(Survey plat of Heneghan and Associates, P. C., being attached hereto and by reference made part hereof.)

hereby releasing and waiving all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois.

Situated in the City of Columbia, County of Monroe and State of Illinois.

Concomitant and coextensive with the right herein granted is a further right in GRANTEE, its successors and assigns, contractors and agents, at all times, to have ingress to and egress from all points on and along said municipal storm sewer drainage easement tract. Since the easement uses and purposes granted to the GRANTEE are primarily subterranean the GRANTEE, the City of Columbia, Illinois, shall have no obligation to mow the grass, trim weeds or otherwise maintain the surface of the ground except as herein otherwise provided. The GRANTEE, City of Columbia, Illinois, and its successors and assigns, by and through its agents, servants and contractors, shall have the right to remove trees, bushes, undergrowth and any other obstructions interfering with the GRANTEE'S right to use the easement herein granted for its intended use and purpose, including the location, construction, repair, removal, reconstruction, replacement and maintenance of its storm sewer and the appurtenances appertaining thereto which are installed in the easement tract described above, whether located now or hereafter in the said easement tract.

The GRANTOR, her heirs, executors, administrators, other legal representatives, successors and assigns, shall not make nor suffer any encroachment or obstructions interfering with the GRANTEE'S use of the easement tract for its intended use and purpose and the right of the GRANTEE in the easement tract to use the same for its intended purpose. The GRANTOR, her heirs, executors, administrators, other legal representatives, successors and assigns, shall have the right to use the surface of the property comprising the easement tract for uses and purposes that do not interfere with the GRANTEE'S use of the same for its intended purpose. The GRANTOR shall not construct, install or maintain any buildings or permanent structures on the easement tract without first obtaining the written consent for the same from the GRANTEE. The GRANTOR shall not grant easements to any other utility service providers or other persons or parties for subterranean use of the easement tract without first obtaining the written consent of the GRANTEE.

The GRANTEE will restore the surface of the ground after each and every entry.

The terms, covenants and conditions of this easement deed shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, other legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the undersigned GRANTOR has made, executed and delivered this Municipal Storm Sewer Drainage Easement Deed to the GRANTEE, for the uses and purposes hereinabove set forth this 27 day of November, 2007.

*Florence Kathryn Raglin*  
FLORENCE KATHRYN RAGLIN, as surviving  
joint tenant of Clyde A. Raglin, Deceased

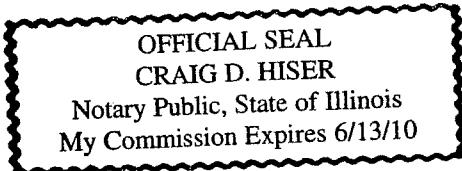
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MONROE )

The undersigned, a Notary Public in and for the County, in the State aforesaid, hereby certifies that FLORENCE KATHRYN RAGLIN, as surviving joint tenant of CLYDE A. RAGLIN, deceased, personally known to me and known to me to be the same person whose name is subscribed to the above and foregoing easement deed, appeared before me this date in person and acknowledged that she signed and delivered said deed as her free and voluntary act and deed for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notary Seal this 21 day of November, 2007.

27<sup>th</sup> day of November, 2007.  
  
Notary Public

Notary Public



**SIGNATURE OF GRANTEE**

The undersigned GRANTEE has executed this Deed to acknowledge its agreement and commitment to do and perform all obligations undertaken in the above Easement Deed incumbent on the GRANTEE to be done and performed by the GRANTEE.

**CITY OF COLUMBIA, ILLINOIS, a  
Municipal Corporation**

BY: KEVIN B. HUTCHINSON, Mayor

ATTEST:

**WESLEY J. HOEFFKEN, City Clerk**

(SEAL)

STATE OF ILLINOIS      )  
                            ) SS  
COUNTY OF MONROE    )

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that KEVIN B. HUTCHINSON and WESLEY J. HOEFFKEN, personally known to me and known to me to be the Mayor and City Clerk, respectively, of the City of Columbia, Illinois whose names are subscribed to the above and foregoing document, appeared before me this day in person, and acknowledged that they signed and delivered the said document as their free and voluntary act and deed and the free and voluntary act and deed of the City of Columbia, Illinois, pursuant to an enabling ordinance of said City which was enacted prior thereto, for the uses and purposes therein set forth.

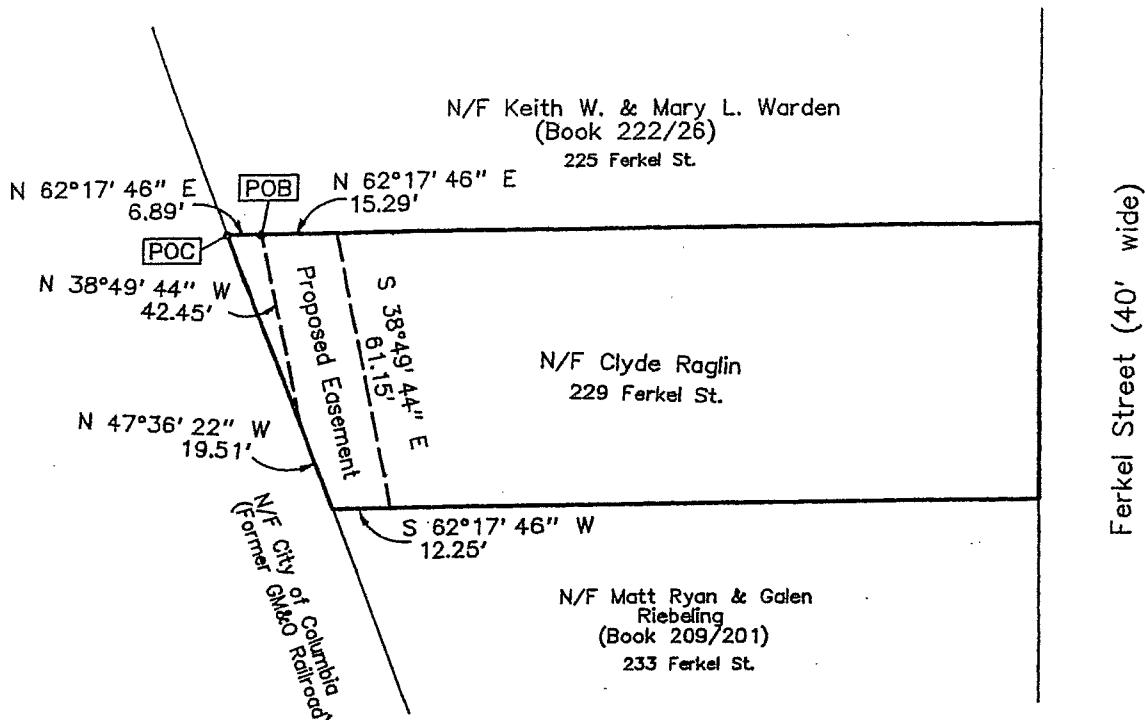
Given under my hand and Notary Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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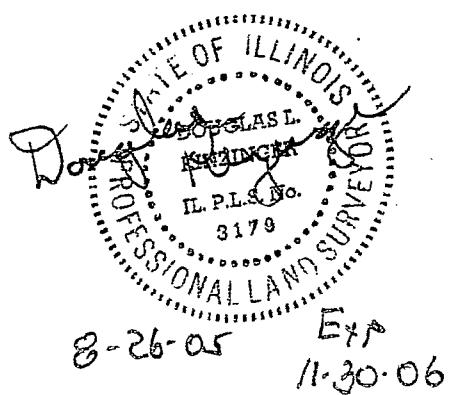
Notary Public

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) 281-5185/5186

*Plat of Survey*  
 of Part of Lot 7 of "Roessler's Subdivision"  
 City of Columbia, Monroe County, Illinois



Scale: 1" = 40'  
 September 21, 2005



**HENEGHAN AND ASSOCIATES, P.C.**  
 ENGINEERS - SURVEYORS  
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Return Deed to:  
Adams and Huetsch  
Attorneys at Law  
P. O. Box 647  
Columbia, IL 62236

**MUNICIPAL STORM SEWER EASEMENT DEED**

The undersigned GRANTORS, JAY C. LANCASTER and MARIA LANCASTER, of 304 South Columbia Avenue, City of Columbia, Monroe County, Illinois, for and in consideration of the payment of the sum of One Dollar (\$1.00) and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by the GRANTORS do hereby CONVEY and WARRANT to the CITY OF COLUMBIA, 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 (hereinafter referred to as the "CITY" or the "GRANTEE"), an exclusive storm sewer easement, being the perpetual right to construct, install, alter, repair, remove and maintain a storm sewer, and all appurtenances appertaining thereto, on, over, and across part of a tract of land conveyed to Jay C. And Maria Lancaster by deed recorded in the Recorder's Office of Monroe County, Illinois, in Book of Deeds 98 on page 369, being part of Lot 5 of "Ferkel's Addition" to the Town, now City, of Columbia, Monroe County, Illinois, said easement being more particularly described as follows:

Beginning at the most Northerly corner of said Lancaster tract; thence at an assumed bearing of South 26°-44'-27" East, along the Northeasterly line of said Lancaster tract, a distance of 7.00 feet to a point; thence South 62°-29'-29" West, parallel to and 7.00 feet, measured at right angles, Southeasterly of the Northwesterly line of said Lancaster tract, a distance of 138.24 feet to a point which lies on the Southwesterly line of said Lancaster tract; thence North 27°-10'-35" West, along the Southwesterly line, a distance of 7.00 feet to the most Westerly corner of said Lancaster tract; thence North 62°-29'-29" East, along the Northwesterly line, a distance of 138.29 feet to the Point of Beginning.

Containing 968 square feet, or 0.022 acre, more or less.

PERMANENT PROPERTY INDEX NO.: 04-15-383-008.

PRIOR DEED: Book 98, Page 369.

(Survey plat of Heneghan and Associates, P. C., being attached hereto and by reference made part hereof.)

hereby releasing and waiving all rights under and by virtue of the Homestead Exemptions Laws of the State of Illinois.

Situated in the City of Columbia, County of Monroe and State of Illinois.

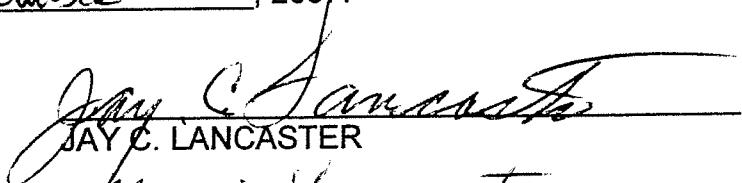
Concomitant and coextensive with the right herein granted is a further right in GRANTEE, its successors and assigns, contractors and agents, at all times, to have ingress to and egress from all points on and along said municipal storm sewer drainage easement tract. Since the easement uses and purposes granted to the GRANTEE are primarily subterranean the GRANTEE, the City of Columbia, Illinois, shall have no obligation to mow the grass, trim weeds or otherwise maintain the surface of the ground except as herein otherwise provided. The GRANTEE, City of Columbia, Illinois, and its successors and assigns, by and through its agents, servants and contractors, shall have the right to remove trees, bushes, undergrowth and any other obstructions interfering with the GRANTEE'S right to use the easement herein granted for its intended use and purpose, including the location, construction, repair, removal, reconstruction, replacement and maintenance of its storm sewer and the appurtenances appertaining thereto which are installed in the easement tract described above, whether located now or hereafter in the said easement tract.

The GRANTORS their heirs, executors, administrators, other legal representatives, successors and assigns, shall not make nor suffer any encroachment or obstructions interfering with the GRANTEE'S use of the easement tract for its intended use and purpose and the right of the GRANTEE in the easement tract to use the same for its intended purpose. The GRANTORS, their heirs, executors, administrators, other legal representatives, successors and assigns, shall have the right to use the surface of the property comprising the easement tract for uses and purposes that do not interfere with the GRANTEE'S use of the same for its intended purpose. The GRANTORS shall not construct, install or maintain any buildings or permanent structures on the easement tract without first obtaining the written consent for the same from the GRANTEE. The GRANTORS shall not grant easements to any other utility service providers or other persons or parties for subterranean use of the easement tract without first obtaining the written consent of the GRANTEE.

The GRANTEE will restore the surface of the ground after each and every entry.

The terms, covenants and conditions of this easement deed shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, other legal representatives, successors and assigns of the respective parties hereto.

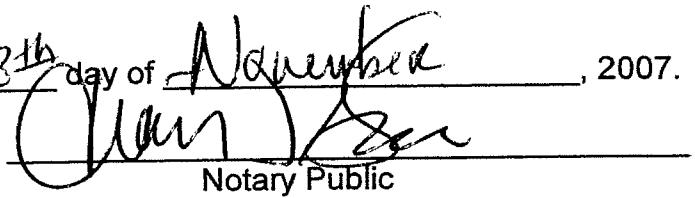
IN WITNESS WHEREOF the undersigned GRANTORS have made, executed and delivered this Municipal Storm Sewer Drainage Easement Deed to the GRANTEE, for the uses and purposes hereinabove set forth this 28<sup>th</sup> day of November, 2007.

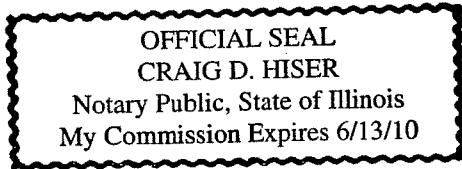
  
\_\_\_\_\_  
JAY C. LANCASTER  
  
\_\_\_\_\_  
MARIA LANCASTER

STATE OF ILLINOIS      )  
                            ) SS  
COUNTY OF MONROE    )

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

Given under my hand and Notary Seal this 28<sup>th</sup> day of November, 2007.

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



#### SIGNATURE OF GRANTEE

The undersigned GRANTEE has executed this Deed to acknowledge its agreement and commitment to do and perform all obligations undertaken in the above Easement Deed incumbent on the GRANTEE to be done and performed by the GRANTEE.

CITY OF COLUMBIA, ILLINOIS, a  
Municipal Corporation

BY: \_\_\_\_\_  
KEVIN B. HUTCHINSON, Mayor

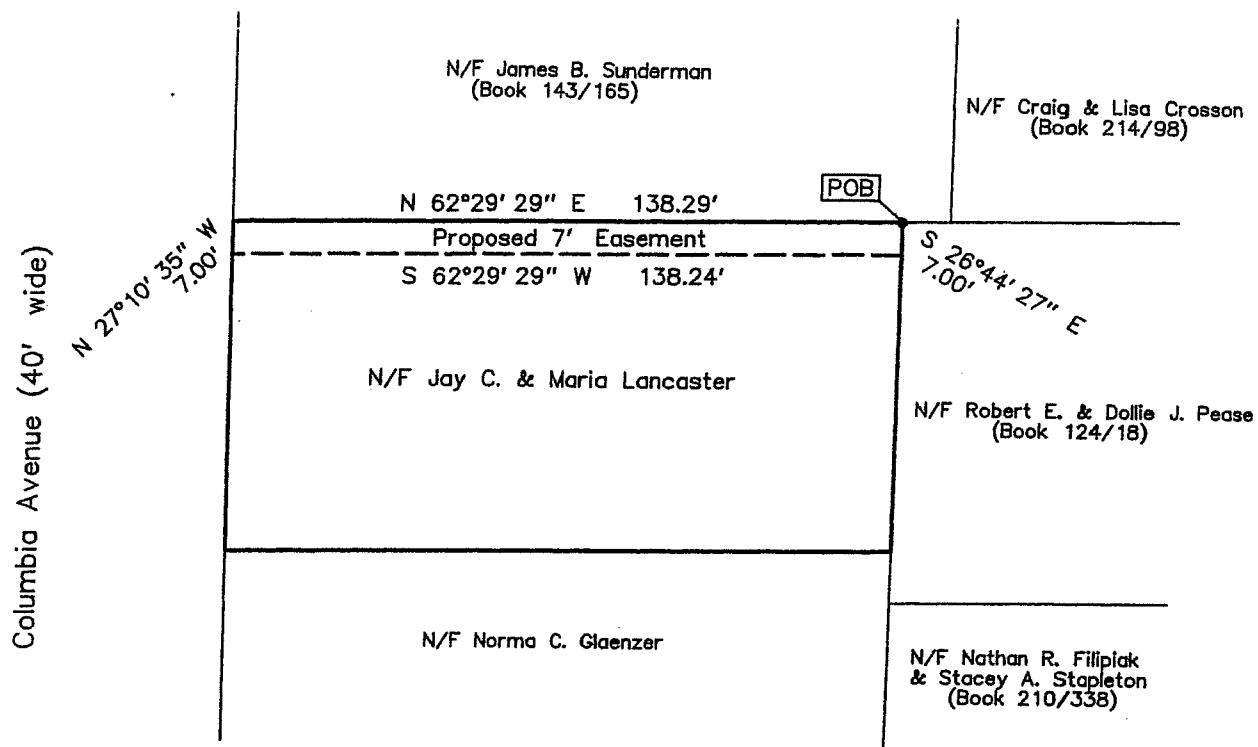
ATTEST:

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

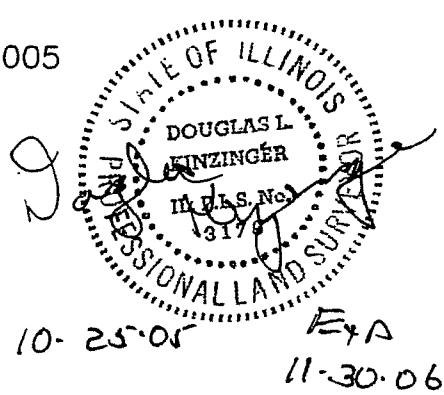
(SEAL)

# Plat of Survey

of Part of Lot 5 of  
 "Ferkel's Addition" to the Town, now City, of Columbia  
 Monroe County, Illinois



Scale: 1" = 40'  
September 21, 2005



**HENEGHAN AND ASSOCIATES, P.C.**  
 ENGINEERS - SURVEYORS  
 915 N. MAIN STREET, SUITE 1  
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