
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

ORDINANCE
NUMBER 15-27

AN ORDINANCE GRANTING A UTILITY EASEMENT

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Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Coal City

on August 10, 2015

ORDINANCE NO. 15-27

AN ORDINANCE GRANTING A UTILITY EASEMENT

WHEREAS, the Village of Coal City (the “Village”) is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, Section 11-76-1 of the Municipal Code grants the Village the power to convey interests in real property when, in the opinion of the corporate authorities, the real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village;

WHEREAS, necessarily included within such authority is the power to grant easements to corporations for the construction, operation and maintenance of facilities upon, under or across any property of the Village for electrical and other public utility services, subject to such terms and conditions as may be determined by the Village; and

WHEREAS, the Village and Commonwealth Edison Company have negotiated a non-exclusive utility easement agreement for the placement, construction, operation and maintenance of poles, wires, cables, conduits, manholes, transformers, pedestals, and other facilities used in connection with overhead and underground transmission and distribution of electricity (cumulatively, the “Electric Facilities”) on certain Village real property legally described in Exhibit A to the Grant of Easement (the “Easement Property”) affixed hereto as Exhibit 1 (the “ComEd Easement”) and incorporated by reference as though fully set forth herein; and

WHEREAS, the Village President and Board of Trustees (the “Corporate Authorities”) hereby find and determine that the non-exclusive easement property interest in the Easement Property described in this Ordinance is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village; and

WHEREAS, the Village Board has considered the terms and conditions provided in the attached ComEd Easement and find granting the non-exclusive easement to be in the best interest of the Village and the residents thereof;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. RECITALS.

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

SECTION 2. GRANT OF EASEMENT.

- A. The Village hereby grants a non-exclusive utility easement to Commonwealth Edison Company, upon, under, and across the Easement Property, subject to and as more specifically described in the ComEd Easement attached hereto as Exhibit 1 and incorporated as though fully described herein.
- B. The President and Clerk of the Village of Coal City are authorized to execute and attest the ComEd Easement and are hereby authorized and directed to do all things necessary, essential or convenient to carry out and give effect to the purpose and intent of this Ordinance.
- C. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Ordinance, are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE.

If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance, which are hereby declared to be separable.

SECTION 5. EFFECTIVENESS.

This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO ORDAINED this 10 day of August, 2015, at Coal City, Grundy and Will Counties, Illinois.

AYES: 4
NAYS: 0

ABSENT: 2
ABSTAIN: 0

VILLAGE OF COAL CITY


Terry Halliday, President

Attest:

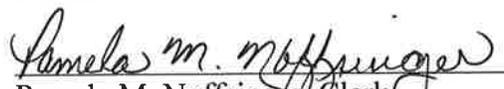

Pamela M. Noffsinger, Clerk

EXHIBIT 1

ComEd Easement

[affixed on following pages]

GRANT OF EASEMENT

VILLAGE OF COAL CITY ("Grantor") in consideration of the sum of Ten Dollars and other valuable consideration, receipt of which is hereby acknowledged, hereby give(s) and grant(s) to COMMONWEALTH EDISON COMPANY, an Illinois corporation, its licensees, successors and assigns (collectively, "Grantee"), an easement to construct, operate, repair, maintain, modify, reconstruct, replace, supplement, relocate and remove, from time to time, poles, wires, cables, conduits, manholes, transformers, pedestals and other facilities used in connection with overhead and underground transmission and distribution of electricity, sounds and signals, together with right of access to the same and the right, from time to time, to trim or remove trees, bushes and saplings and to clear all obstructions from the surface and subsurface as may be required incident to the grant herein given, in, over, under, across, along and upon the surface of property situated in Section 03, Township 32 North, Range 08, East of the Third Principal Meridian in Grundy County, Illinois, described below (the "Easement Area"):

AN EASEMENT AREA AS LEGALLY DESCRIBED AND DEPICTED ON THE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

P.I.N.: 09-03-401-011

Vacant Land located at _____

No structures or obstructions shall be placed over Grantee's facilities or in, upon or over the Easement Area by Grantor without prior written consent of Grantee. After installation of any facilities by Grantee, the grade of the Easement Area shall not be altered in a manner so as to interfere with the operation and maintenance thereof.

Grantor, for itself and for its successors and assigns, makes these grants and Grantee accepts the same, subject to the following terms and limitations, to-wit:

- A. This easement is granted solely for the purposes and uses set forth above.
- B. It is expressly understood and agreed that the easement granted herein is only a grant of specifically defined rights and does not constitute a fee conveyance of all or any portion of the Easement Area described on Exhibit A, and accordingly, the rights granted herein to the use of the easement premises are non-exclusive, except as otherwise expressly set forth in this instrument.
- C. In the event of any damage to the Easement Area caused by Grantee or its authorized agents, servants, employees or contractors, Grantee shall restore the surface of the portions of the Easement Area to as near as reasonably possible its condition when first entered upon by Grantee (or its authorized agents, servants, employees or contractors).
- D. Grantee agrees that it shall be the sole owner of any and all facilities described herein and that any installation and maintenance activity by the Grantee, its authorized agents, servants, employees or contractors shall be done and completed in a good and workmanlike manner, all at no cost to Grantor.

Grantor represents and warrants to Grantee that Grantor is the true, lawful and sole owner of the Property and has full right and power to grant and convey the rights conveyed herein.

For Corporate or Trust Signature

IN WITNESS WHEREOF, Grantor, VILLAGE OF COAL CITY, has caused this instrument to be executed on its behalf and its corporate seal to be affixed hereto this _____ day of _____, 2015.

ATTEST:

By _____ Secretary

(_____ President) (Trust Officer)

If grantor is a corporation or trust, complete the following:

State Of _____
County Of _____

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that _____,
(_____ President) (Trust Officer) of the _____,
and _____, _____ Secretary of said corporation,
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that he/she, as custodian of the seal of said corporation, did affix the seal to the foregoing instrument as his/her free and voluntary act and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and NOTARIAL SEAL this _____ day of _____, 20____.

Notary Public

This instrument prepared by Stacey Dahlberg, Senior Real Estate Representative, 3 Lincoln Center, Oakbrook Terrace, Illinois 60181 on behalf of Commonwealth Edison Company.

