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**THE VILLAGE OF COAL CITY**  
**GRUNDY & WILL COUNTIES, ILLINOIS**

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ORDINANCE  
NUMBER *14-22*

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**AN ORDINANCE AUTHORIZING THE ACQUISITION OF A 125' X 20' PUBLIC  
UTILITY EASEMENT WITHIN THE MID-BLOCK AT 1095/1115 SOUTH BROADWAY,  
COAL CITY, GRUNDY COUNTY, ILLINOIS FOR PUBLIC PURPOSES BY THE  
VILLAGE OF COAL CITY**

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NEAL E. NELSON, President  
PAMELA M. NOFFSINGER, Village Clerk

GEORGETTE VOTA  
ROSS BRADLEY  
TIMOTHY BRADLEY  
TERRY HALLIDAY  
DAVID TOGLIATTI  
JUSTIN WREN  
Village Trustees

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

on *June 23*, 2014

**ORDINANCE NO. 14-22**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF A 125' X 20' PUBLIC UTILITY EASEMENT WITHIN THE MID-BLOCK AT 1095/1115 SOUTH BROADWAY, COAL CITY, GRUNDY COUNTY, ILLINOIS FOR PUBLIC PURPOSES BY THE VILLAGE OF COAL CITY**

**WHEREAS**, the Village of Coal City (hereinafter, "the Village") is an Illinois municipal corporation organized and operated under the laws of the State of Illinois; and

**WHEREAS**, the Village is a non-home rule municipality and, as such, may exercise delegated statutory and Constitutional powers and such powers as are necessarily implied therefrom; and

**WHEREAS**, the Village is authorized and empowered by the General Assembly pursuant to 65 ILCS 5/2-3-8 to acquire and hold property for corporate purposes; and

**WHEREAS**, the Village is specifically authorized and empowered by the General Assembly pursuant to 65 ILCS 5/11-105-1 to accept or receive public grounds located within the corporate limits and hold and maintain such grounds or lands and supervise or regulate their use for any proper public purpose; and

**WHEREAS**, the Village is desirous of receiving the public utility easement conveyed by the agreement herein accepted to be used without limitation for underground utilities, in order to preserve and maintain storm drainage at and around the properties provided within; and

**WHEREAS**, the Corporate Authorities hereby find that certain public utility easements legally described in the agreements attached hereto as Exhibits A and B (hereinafter, "Subject Easements"), are useful, necessary and advantageous for the Village to acquire for the installation of certain utility improvements; and

**WHEREAS**, the Corporate Authorities of the Village hereby find and determine that it is in the public interest to accept the agreements for the Subject Easements.

**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.** 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. Acceptance.**

The Village of Coal City accepts the agreements for the Subject Easements in substantially the form attached hereto as Exhibits A and B, in order to utilize the Subject Easements without limitation for underground utilities, in order to preserve and maintain storm drainage at and around the properties provided within.

The Village President is hereby authorized and directed to execute the Subject Easements on behalf of the Village and the Village Attorney is authorized to take such other steps as may be necessary and convenient to implement the provisions of this Ordinance.

The Village Clerk is authorized and directed to cause the agreements to be recorded in the offices of the Grundy County Recorders of Deeds.

**SECTION 3. Repealer.** All 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 23 day of June, 2014, at Coal City, Grundy and Will Counties, Illinois.

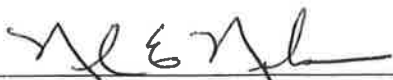
AYES: 6

ABSENT:

NAYS:

ABSTAIN:

**VILLAGE OF COAL CITY**

  
\_\_\_\_\_  
Neal E. Nelson, President

Attest:

  
\_\_\_\_\_  
Pamela M. Noffsinger, Clerk



the right of ingress and egress for the purpose of construction and maintenance of said underground storm sewer main over, along, upon, and through said permanent easement. The permanent, nonexclusive easement for a storm sewer main is depicted in Exhibit B, attached hereto and made a part hereof.

3. TEMPORARY CONSTRUCTION EASEMENT. Grantor grants to the Village the right and privilege to use such additional grounds now owned by Grantor or its assigns as may be necessary for the construction or reconstruction of an underground storm sewer main, said right and easement to be temporary and to be effective only during the construction or reconstruction of said underground public water utility main.

4. VILLAGE COVENANTS. The Village hereby covenants and agrees that the permanent, nonexclusive public water utility easement and temporary construction easement are granted upon the express conditions that due care, skill and diligence will be used in constructing, reconstructing, laying and repairing said underground storm sewer main on said easement. Within ninety (90) days from the beginning of the installation of the underground storm sewer main on the easement, the ground shall be returned to substantially the same condition that existed before the storm sewer main was constructed.

5. INDEMNIFICATION. The Village shall indemnify and hold harmless Grantor from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the construction and installation of the underground storm sewer main on the easement by the Village's employees, agents, contractors, or licensees. The Village's obligation to indemnify and hold harmless Grantor is contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify Grantor.

6. WARRANTY. The Corporate Authorities of the Village warrant that they have the authority to enter into this Agreement. The Corporate Authorities of the Village further warrant that they will perform all their obligations hereunder and that the obligations imposed upon the Village herein shall be valid and binding obligations of the Village. Grantor warrants that the execution of this Agreement has been duly and validly authorized, and that the obligations imposed upon Grantor herein shall be valid and binding obligations of Grantor.

7. BINDING EFFECT. All provisions of this instrument, including the benefits and burdens, shall run with the land and are binding on and inure to the heirs, assigns, successors, tenants and representatives of the parties hereto.

8. SEVERABILITY. In the event that any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, such finding of invalidity as to that portion shall not affect the validity or enforceability of the balance of this Agreement.

9. NOTICES. All notices, requests, demands and other matters required to be given or which may be given hereunder shall be in writing and shall be deemed given when delivered in person or when deposited in the United States mail, registered or certified, postage prepaid, addressed to the Grantor or to the Clerk of the Village.



**Exhibit A**

**Legal Description, Subject Property**

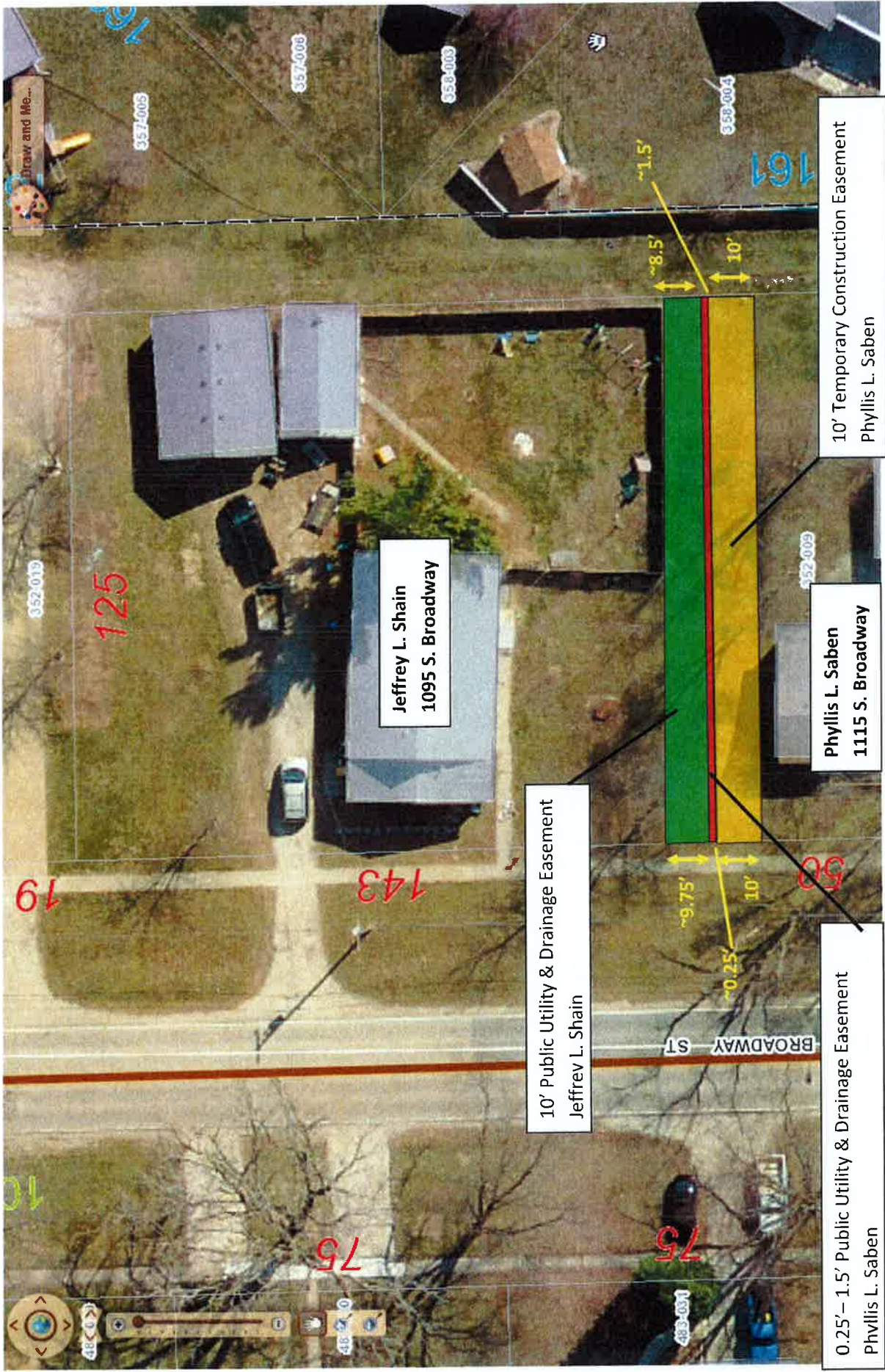
PIN: 09-0235-2020

PT SW – BEG 832 S INT E LN BROADWA & S LN ELM ST, E125, S162, W125, N132 TO  
POB (EX N19)



**Exhibit B**

Plat of Easement



ELM STREET STORM SEWER EASEMENT NEEDS - #09-596



assigns as may be necessary for the construction or reconstruction of an underground storm sewer main, said right and easement to be temporary and to be effective only during the construction or reconstruction of said underground public storm sewer main.

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VILLAGE OF COAL CITY

Neal E. Nelson  
Neal E. Nelson, President

PHYLLIS SABEN

Phyllis Saben

Date: 7-7-14

Date: 6/20/14

Attest:

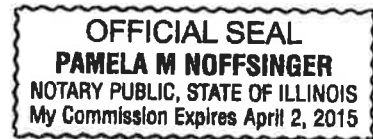
Pamela M. Noffsinger  
Village Clerk

STATE OF ILLINOIS        )  
  )        SS  
COUNTY OF GRUNDY     )

I, Pamela M. Noffsinger, a Notary Public in and for said County in the State aforesaid, do hereby certify that Phyllis Saben, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instruments as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of June 2014.

Notary Public Pamela M. Noffsinger (Seal)



**Exhibit A**

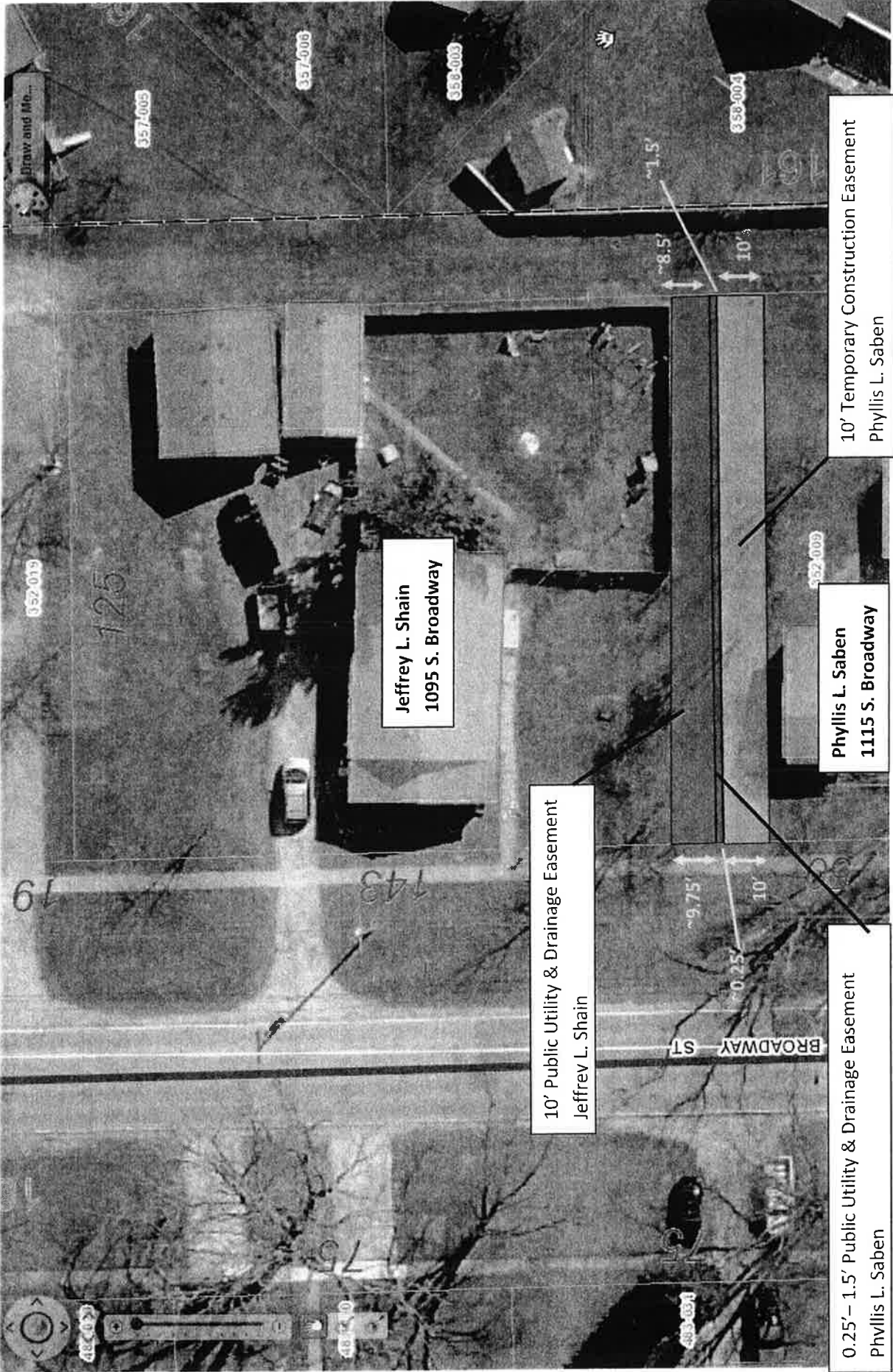
**Legal Description, Subject Property**

PIN: 09-02-352-009

ASSRS 2<sup>ND</sup> ADD 50 N & S X 125 E & W IN SW1/4 SW1/4 SEC 2-32-8 PER 305270

**Exhibit B**

Plat of Easement



Jeffrey L. Shain  
1095 S. Broadway

Phyllis L. Saben  
1115 S. Broadway

10' Public Utility & Drainage Easement  
Jeffrey L. Shain

0.25' - 1.5' Public Utility & Drainage Easement  
Phyllis L. Saben

10' Temporary Construction Easement  
Phyllis L. Saben

**ELM STREET STORM SEWER EASEMENT NEEDS - #09-596**