

ORDINANCE NO. 2020-23

ORDINANCE APPROVING THE TERMS OF UTILITY EASEMENT PURCHASE AT P.I.N. 09-29-327-001, FORMALLY KNOWN AS "17165 SUMNER ROAD, PECATONICA, ILLINOIS", AND P.I.N. 09-29-326-002, FORMALLY KNOWN AS "xxx WEST SEVENTH STREET, PECATONICA, ILLINOIS", FROM LYLE R. BYL AND JOAN L. BYL, OWNERS OF RECORD OF SAME, FOR CONSTRUCTION AND PLACEMENT OF MUNICIPAL WATER MAIN SERVICES AS PART OF VILLAGE OF PECATONICA'S 2020 WATER MAIN PROJECT

WHEREAS, pursuant to 5/11-139-1 et seq. of the Illinois Municipal Code, the Village of Pecatonica ("Village") owns and operates a combined municipal water/waste water system; and

WHEREAS, the corporate authorities of the Village have determined it is in the best interests of the health, safety, and comfort of the residents of the Village to upgrade and expand its water service in 2020 ("2020 Water Main Project"); and

WHEREAS, part of the 2020 Water Main Project requires municipal utility easements on or through private property be procured for the purpose of construction and operation of expanded municipal water main services; and

WHEREAS, Lyle R. Byl and Joan L. Byl ("Byls") are the owners of record of P.I.N. 09-29-327-001, commonly known as "17165 Sumner Road, Pecatonica, Illinois", and P.I.N. 09-29-326-002, commonly known as "xxx West Seventh Street, Pecatonica, Illinois" ("Parcels"); which Parcels are located outside the Village boundaries; and

WHEREAS, the Village wishes to procure perpetual utility easements and temporary constructions easements on and through the Parcels; and

WHEREAS, the Byls and the Village have reached an agreement for consideration for the conveyance by the Byls to the Village of the perpetual utility easements and temporary construction easements on and through the Parcels.

BE IT ORDAINED, by the President and Board of Trustees of the Village of Pecatonica, Illinois.

Section 1. The above recitals are incorporated by reference as though fully set forth herein.

Section 2. Upon receipt of a perpetual utility easement and temporary construction easement in substantially the same form and content as Exhibits 1 and 2, attached hereto and incorporated herein by reference, from the Byls conveying said easements to the Village, the Village President is hereby authorized to sign same on behalf of the Village. In so doing and in consideration for said conveyance, the Village shall waive all application fees imposed pursuant to Village Code Section 50.25(b)(1); waive all connection fees imposed pursuant to Village Code Section 50.25(b)(2)(a); and waive increased connection fees imposed pursuant to Village Code Section 50.26(b)(1)

for P.I.N. 09-29-327-001, which property is commonly known as "17165 Sumner Road, Pecatonica, Illinois".

Section 3. Upon receipt of a perpetual utility easement and temporary construction easement in substantially the same form and content as Exhibits 3 and 4, attached hereto and incorporated herein by reference, from the Byls conveying said easements to the Village, the Village President is hereby authorized to sign same on behalf of the Village. In so doing and in consideration for said conveyance, the Village shall waive all application fees imposed pursuant to Village Code Section 50.25(b)(1); waive all connection fees imposed pursuant to Village Code Section 50.25(b)(2)(a); and waive increased connection fees imposed pursuant to Village Code Section 50.26(b)(1) for P.I.N. 09-29-326-002, which property is commonly known as "xxx West Seventh Street, Pecatonica, Illinois".

Section 4. This ordinance shall be in full force and effect after its passage, approval and publication as required by law. This ordinance shall be published in pamphlet form.

PASSED by the President and Board of Trustees of the Village of Pecatonica, Illinois, this ____ day of _____, 2020.

APPROVED by the President of the Village of Pecatonica, Illinois this ____ day of _____, 2020.

MOTION BY: _____

SECONDED BY: _____

AYES: _____

NAYS: _____

ABSTAIN: _____

BY: _____
WILLIAM SMULL, Village President
Village of Pecatonica, Illinois

ATTEST:

GWENN SHIRLEY, Village Clerk
Village of Pecatonica, Illinois

**GRANT OF EASEMENT FOR WATER
MAIN FACILITIES**

KNOW ALL MEN BY THESE PRESENTS,
that LYLE R. BYL and JOAN L. BYL, as
"Grantors", for and in consideration of
one (\$1.00) Dollar, and other good and valuable
consideration, receipt whereof is hereby
acknowledged, hereby gives, grants,
conveys and warrants to:

VILLAGE OF PECATONICA, a Municipal Corporation of Winnebago County, Illinois,
"Grantee", whose address is 405 N. Main Street, Pecatonica, Illinois 61063,

Permanent easement, and the right to construct underground water main facilities, the right
to maintain and make all necessary repairs to or replace said underground water main
facilities, test, inspect, operate, as may be reasonable and proper, together with the right of
ingress and egress for the purpose of constructing and maintaining said water main facilities,
together with the right to ingress and egress for the purpose of constructing and maintaining
the necessary appurtenances as may be necessary or convenient for the operation of said
water main facilities over, along, upon and through said permanent easements hereafter
described as:

****SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION AND DRAWING****

All situated in the Village of Pecatonica, County of Winnebago and State of Illinois.

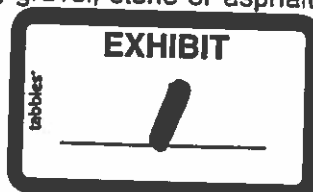
Part of P.I.N.: 09-29-327-001

Address: 17165 Sumner Road, Pecatonica, Illinois 61063 ("Property").

Hereinafter referred to as the "Easement Parcel".

Grantor, its successors and assigns, hereby covenants with Grantee, that its officers, agents,
employees or persons under contract with it, may at any and all times, when necessary or
convenient to do so, to enter and go over and upon the Easement Parcel, and do and perform
any and all acts necessary or convenient to the carrying into effect, the purposes for which
this grant is made; that neither they nor any or either of them, shall disturb, injure, molest, or
in any manner interfere with nor impede Grantee's access to any water main facilities or
material for laying, maintaining, operating, or repairing the same in, over or upon said
described easement.

That Grantee hereby covenants and agrees that at its cost, shall operate, maintain, repair and
replace the water main facilities and otherwise keep the same in good working order, and
shall add (and shall cause any contractor or agent of Grantee to add) Grantor as an additional
insured on any commercial general liability insurance policy maintained in connection with
any such work and/or entry upon the easement premises; and said easement is hereby
granted upon the express condition that care, skill and diligence will be used in constructing,
laying, operating, maintaining, repairing and replacing said water main facilities on the
easement aforesaid; that all of the dirt, gravel, stone or asphalt removed shall be replaced,



compacted and seeded upon the top of the excavation, where the water main facilities are laid so as to leave the ground in substantially the same condition that existed before said water main facilities were laid, and all surplus dirt, gravel or asphalt is to be carefully removed from the premises; and that it will prosecute said work in such a manner so as not to endanger or unreasonably interfere with the use of the Property of the Grantor, and will perform said work in such a way so as not to damage the buildings or improvements of the Grantor of said premises; that it will save the Grantor harmless from any and all loss or damage Grantor may sustain growing out of or arising from the construction, maintenance, repairing, altering, changing, using or removal of said water main facilities.

This Grant of Easement for Water Main Facilities is a covenant that runs with the land and is binding on the parties hereto and their successors in title.

Dated this _____ day of _____, A.D., 20_____.

By: _____
LYLE R. BYL

By: _____
JOAN L. BYL

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County, do hereby certify that LYLE R. BYL & JOAN L. BYL, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal at _____,
this _____ day of _____ A.D., 20_____.

Notary Public: _____

VILLAGE OF PECATONICA, an Illinois municipal corporation

By: _____

Its: _____

ATTEST:

GWENN SHIRLEY, Village Clerk

Prepared By: Attorney Douglas R. Henry, Barrick, Switzer, Long, Balsley & Van Evera
6833 Stalter Drive, Rockford, IL 61108
dhenry@bslbv.com

Return to:

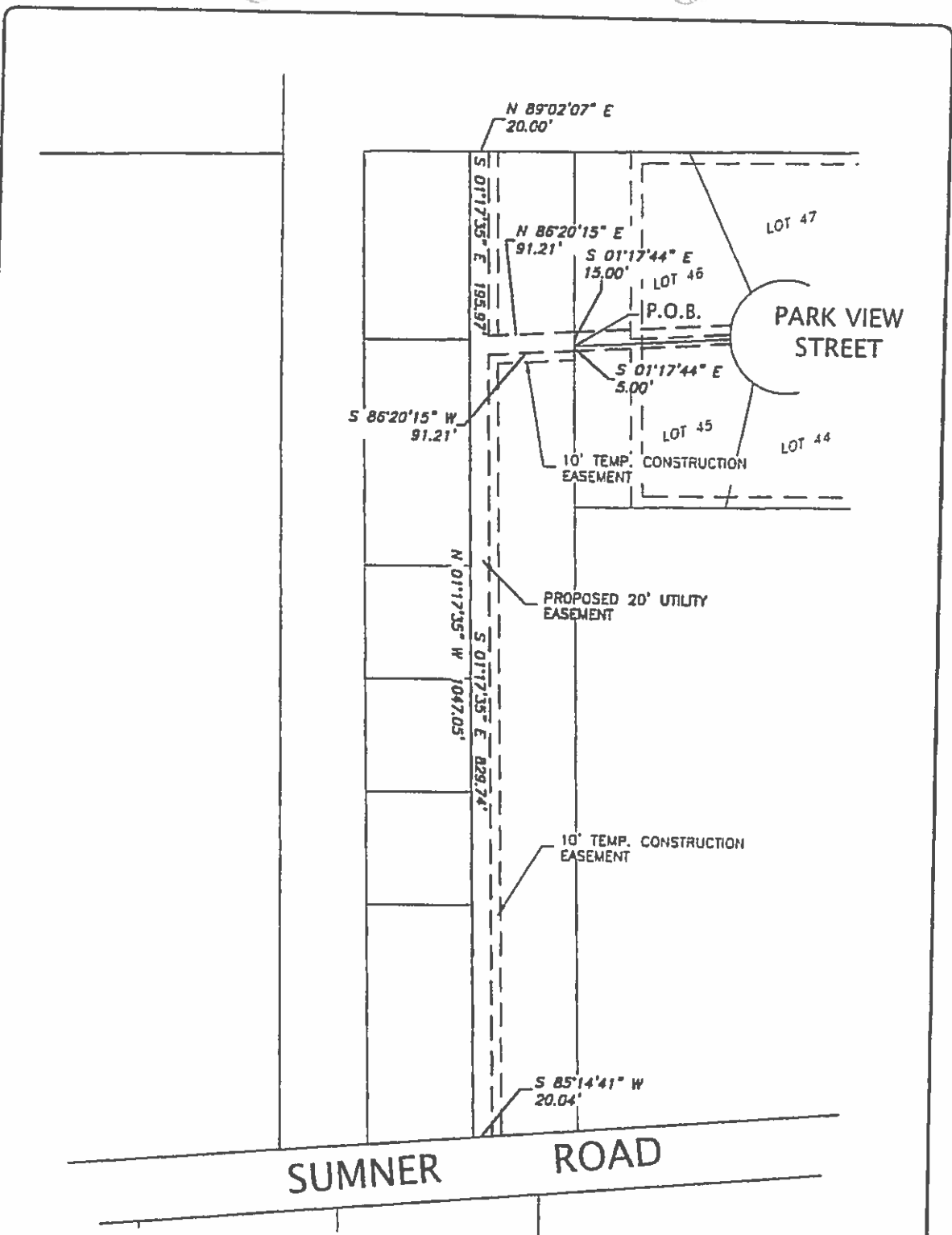
Village of Pecatonica
405 N. Main Street
Pecatonica, Illinois 61063

EXHIBIT "A"
MUNICIPAL UTILITY EASEMENT
P.I.N. 09-29-327-001

EXHIBIT A

Part of Section 29, Township 27 North, Range 10 East of the fourth Principal Meridian, County of Winnebago, State of Illinois, described as follows: Beginning at the Northwest corner of Lot 45 in PARK VIEW ESTATE OF PECATONICA as recorded in Book 41 of Plats on page 144A in the Winnebago County Recorder's Office; thence South 01 degrees 17 minutes 44 seconds East (assumed bearing), a distance of 5.00 feet; thence South 86 degrees 20 minutes 15 seconds West a distance of 91.21 feet; thence South 01 degrees 17 minutes 35 seconds East a distance of 829.74 feet; thence South 85 degrees 14 minutes 41 seconds West a distance of 20.04 feet; thence North 01 degrees 17 minutes 35 seconds West a distance of 1,047.05 feet; thence North 89 degrees 02 minutes 07 seconds East a distance of 20.00 feet; thence South 01 degrees 17 minutes 35 seconds East a distance of 195.97 feet; thence North 86 degrees 20 minutes 15 seconds East a distance of 91.21 feet; thence South 01 degrees 17 minutes 44 seconds East a distance of 15.01 feet to the Point of Beginning.

Including a Ten feet Temporary Construction Easement along the Southerly and Easterly sides of therefore said Utility Easement



100 0 100 FEET
 GRAPHIC SCALE IN FEET

EXHIBIT A
 PIN 09-29-327-001
 LYLE & JOAN BYL

17-566

03/09/2020

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

2020 FEHR GRAHAM

ELUNDS
 EDWA
 WISCONSIN

© 1998-2017 Lyle & Joan Byl, P.O. Box 117-888, Potosi, WI 53070-0888

**TEMPORARY CONSTRUCTION
EASEMENT**

KNOW ALL MEN BY THESE PRESENTS,
that LYLE R. BYL and JOAN L. BYL, as
"Grantors", for and in consideration of
one (\$1.00) Dollar, and other good and valuable
consideration, receipt whereof is hereby
acknowledged, hereby gives, grants,
conveys and warrants to:

VILLAGE OF PECATONICA, a Municipal Corporation of Winnebago County, Illinois,
"Grantee", whose address is 405 N. Main Street, Pecatonica, Illinois 61063,

A temporary easement for Grantee to construct and test a public water main easement, and
such improvements, equipment and appurtenances as may be necessary or convenient for
such operation along, under and through the following legally described real estate:

****SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION AND DRAWING****

All situated in the Village of Pecatonica, County of Winnebago and State of Illinois.

Part of P.I.N.: 09-29-327-001

Address: 17165 Sumner Road, Pecatonica, Illinois 61063 ("Property").

Hereinafter referred to as the "Temporary Construction Easement Parcel".

Grantors, their successors and assigns, hereby authorize the Grantee, its officers, agents,
employees or persons under contract with it, may at any and all times, when necessary or
convenient to do so, to enter and go over and an area of the Property measuring ten (10) feet,
along the Southerly and easterly sides of the utility easement, as more particularly described
in Exhibit A ("Temporary Construction Easement") to construct and test water main lines
or material for laying the same in, over or upon the Temporary Construction Easement Parcel.

That Grantee hereby agrees that at its employees and agents will perform all of the work
hereby authorized on the premises aforesaid, with care, skill and diligence and that it will
prosecute said work in a manner so as not to endanger or unreasonably interfere with the use
of the property of the Grantors, and will perform said work in such a way so as not to damage
the buildings or improvements of the Grantors of said premises nor interfere with or remove
the support of the same; that it shall save the Grantors harmless from any and all loss or
damage the Grantors sustains growing out of or arising in any manner from the construction
and testing of said water main facilities; and that upon completion of the construction and
testing of said facilities, that it will restore the surface of said Temporary Construction
Easement Parcel by either back-filling with dirt and grass seed where appropriate, or back-
filling with dirt and asphalt where appropriate.

This Temporary Construction Easement shall terminate upon completion of the work
contemplated herein, but no event later than six (6) months after the commencement of said



work. Until the work contemplated herein is completed this Temporary Construction Easement is a covenant that runs with the land and is binding on the parties hereto and their successors in title.

Dated this _____ day of _____, A.D., 20_____.

By: _____
LYLE R. BYL

By: _____
JOAN L. BYL

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County, do hereby certify that LYLE R. BYL & JOAN L. BYL, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal at _____
this _____ day of _____ A.D., 20_____

Notary Public: _____

VILLAGE OF PECATONICA, an Illinois municipal corporation

By: _____

Its: _____

ATTEST:

GWENN SHIRLEY, Village Clerk

Prepared By: Attorney Douglas R. Henry, Barrick, Switzer, Long, Balsley & Van Evera
6833 Stalter Drive, Rockford, IL 61108
dhenry@bslbv.com

Return to:

Village of Pecatonica
405 N. Main Street
Pecatonica, Illinois 61063

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
P.I.N. 09-29-327-001

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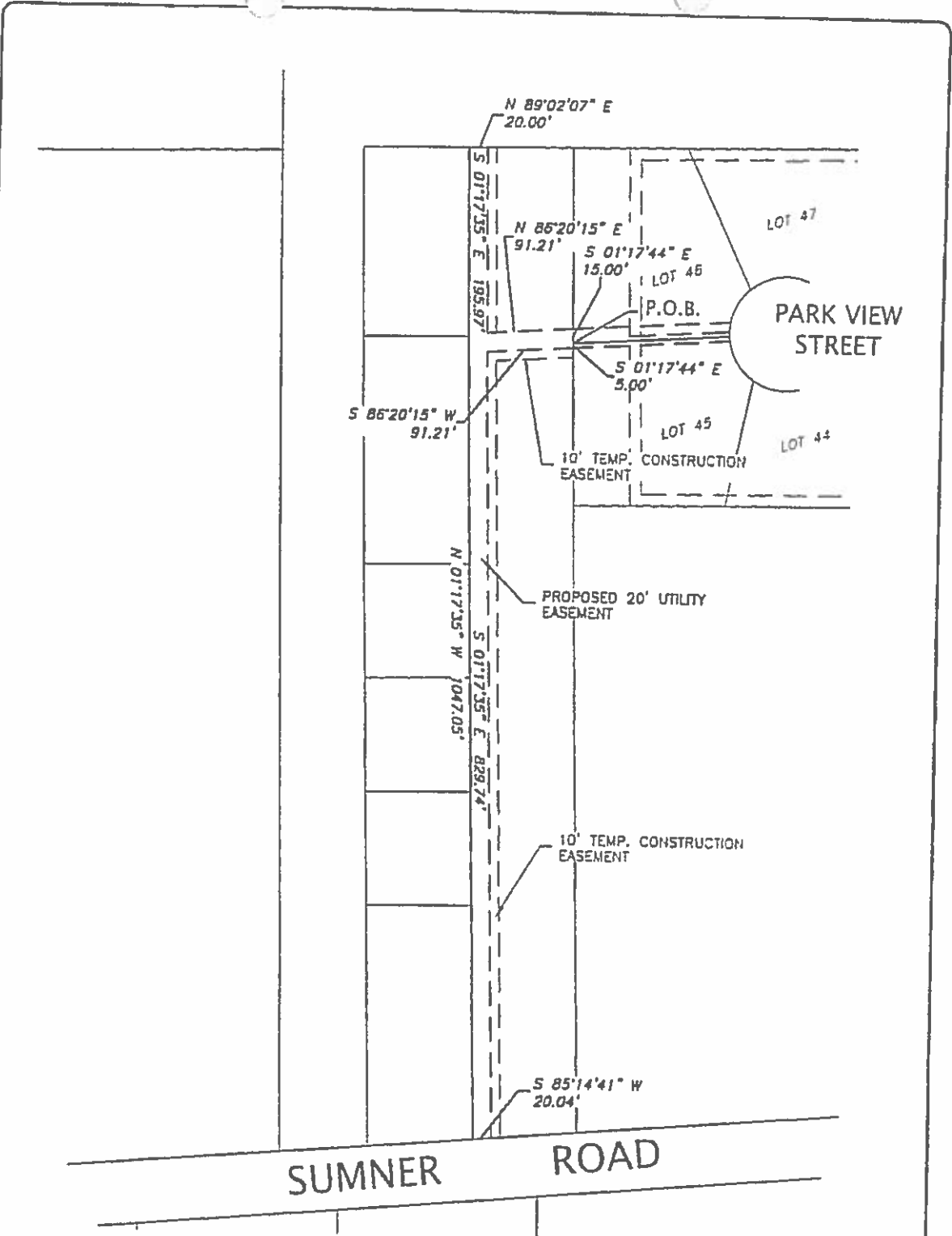


EXHIBIT A
 PIN 09-29-327-001
 LYLE & JOAN BYL

17-555

03/09/2020

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

LLP
KVA
WISCONSIN

© 2020 FEHR GRAHAM

BLUESKY 17177-MP-Lottery-17-555 Parcel Comments.dwg, PLO DASH 01/20/20

**GRANT OF EASEMENT FOR WATER
MAIN FACILITIES**

KNOW ALL MEN BY THESE PRESENTS,
that **LYLE R. BYL and JOAN L. BYL**, as
"Grantors", for and in consideration of
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consideration, receipt whereof is hereby
acknowledged, hereby gives, grants,
conveys and warrants to:

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"Grantee", whose address is 405 N. Main Street, Pecatonica, Illinois 61063,

Permanent easement, and the right to construct underground water main facilities, the right to maintain and make all necessary repairs to or replace said underground water main facilities, test, inspect, operate, as may be reasonable and proper, together with the right of ingress and egress for the purpose of constructing and maintaining said water main facilities, together with the right to ingress and egress for the purpose of constructing and maintaining the necessary appurtenances as may be necessary or convenient for the operation of said water main facilities over, along, upon and through said permanent easements hereafter described as:

****SEE ATTACHED EXHIBIT A LEGAL DESCRIPTION AND DRAWING****

All situated in the Village of Pecatonica, County of Winnebago and State of Illinois.

Part of P.I.N.: 09-29-326-002

Address: xxx West Seventh Street, Pecatonica, Illinois 61063 ("Property").

Hereinafter referred to as the "**Easement Parcel**".

Grantor, its successors and assigns, hereby covenants with Grantee, that its officers, agents, employees or persons under contract with it, may at any and all times, when necessary or convenient to do so, to enter and go over and upon the Easement Parcel, and do and perform any and all acts necessary or convenient to the carrying into effect, the purposes for which this grant is made; that neither they nor any or either of them, shall disturb, injure, molest, or in any manner interfere with nor impede Grantee's access to any water main facilities or material for laying, maintaining, operating, or repairing the same in, over or upon said described easement.

That Grantee hereby covenants and agrees that at its cost, shall operate, maintain, repair and replace the water main facilities and otherwise keep the same in good working order, and shall add (and shall cause any contractor or agent of Grantee to add) Grantor as an additional insured on any commercial general liability insurance policy maintained in connection with any such work and/or entry upon the easement premises; and said easement is hereby granted upon the express condition that care, skill and diligence will be used in constructing, laying, operating, maintaining, repairing and replacing said water main facilities on the easement aforesaid; that all of the dirt, gravel, stone or asphalt removed shall be replaced,



compacted and seeded upon the top of the excavation, where the water main facilities are laid so as to leave the ground in substantially the same condition that existed before said water main facilities were laid, and all surplus dirt, gravel or asphalt is to be carefully removed from the premises; and that it will prosecute said work in such a manner so as not to endanger or unreasonably interfere with the use of the Property of the Grantor, and will perform said work in such a way so as not to damage the buildings or improvements of the Grantor of said premises; that it will save the Grantor harmless from any and all loss or damage Grantor may sustain growing out of or arising from the construction, maintenance, repairing, altering, changing, using or removal of said water main facilities.

This Grant of Easement for Water Main Facilities is a covenant that runs with the land and is binding on the parties hereto and their successors in title.

Dated this _____ day of _____, A.D., 20_____.

By: _____
LYLE R. BYL

By: _____
JOAN L. BYL

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County, do hereby certify that LYLE R. BYL & JOAN L. BYL, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal at _____,
this _____ day of _____ A.D., 20_____

Notary Public: _____

VILLAGE OF PECATONICA, an Illinois municipal corporation

By: _____

Its: _____

ATTEST:

GWENN SHIRLEY, Village Clerk

Prepared By: Attorney Douglas R. Henry, Barrick, Switzer, Long, Balsley & Van Evera
6833 Stalter Drive, Rockford, IL 61108
dhenry@bslbv.com

Return to:

Village of Pecatonica
405 N. Main Street
Pecatonica, Illinois 61063

EXHIBIT "A"
MUNICIPAL UTILITY EASMENT
P.I.N. 09-29-326-002

**TEMPORARY CONSTRUCTION
EASEMENT**

KNOW ALL MEN BY THESE PRESENTS,
that **LYLE R. BYL and JOAN L. BYL**, as
"Grantors", for and in consideration of
one (\$1.00) Dollar, and other good and valuable
consideration, receipt whereof is hereby
acknowledged, hereby gives, grants,
conveys and warrants to:

VILLAGE OF PECATONICA, a Municipal Corporation of Winnebago County, Illinois,
"Grantee", whose address is 405 N. Main Street, Pecatonica, Illinois 61063,

A temporary easement for Grantee to construct and test a public water main easement, and
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Part of P.I.N.: 09-29-326-002

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Grantors, their successors and assigns, hereby authorize the Grantee, its officers, agents,
employees or persons under contract with it, may at any and all times, when necessary or
convenient to do so, to enter and go over and an area of the Property measuring ten (10) feet,
along the Southerly and easterly sides of the utility easement, as more particularly described
in Exhibit A ("Temporary Construction Easement") to construct and test water main lines
or material for laying the same in, over or upon the Temporary Construction Easement Parcel.

That Grantee hereby agrees that at its employees and agents will perform all of the work
hereby authorized on the premises aforesaid, with care, skill and diligence and that it will
prosecute said work in a manner so as not to endanger or unreasonably interfere with the use
of the property of the Grantors, and will perform said work in such a way so as not to damage
the buildings or improvements of the Grantors of said premises nor interfere with or remove
the support of the same; that is shall save the Grantors harmless from any and all loss or
damage the Grantors sustains growing out of or arising in any manner from the construction
and testing of said water main facilities; and that upon completion of the construction and
testing of said facilities, that it will restore the surface of said Temporary Construction
Easement Parcel by either back-filling with dirt and grass seed where appropriate, or back-
filling with dirt and asphalt where appropriate.

This Temporary Construction Easement shall terminate upon completion of the work
contemplated herein, but no event later than six (6) months after the commencement of said



work. Until the work contemplated herein is completed this Temporary Construction Easement is a covenant that runs with the land and is binding on the parties hereto and their successors in title.

Dated this _____ day of _____, A.D., 20_____.

By: _____
LYLE R. BYL

By: _____
JOAN L. BYL

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

I, the undersigned, a Notary Public in and for said County, do hereby certify that LYLE R. BYL & JOAN L. BYL, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal at _____,
this _____ day of _____ A.D., 20_____

Notary Public: _____

VILLAGE OF PECATONICA, an Illinois municipal corporation

By: _____

Its: _____

ATTEST:

GWENN SHIRLEY, Village Clerk

Prepared By: Attorney Douglas R. Henry, Barrick, Switzer, Long, Balsley & Van Evera
6833 Stalter Drive, Rockford, IL 61108
dhenry@bslbv.com

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EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
P.I.N. 09-29-326-002