

ORDINANCE NO. 2022-14

ORDINANCE GRANTING EXCLUSIVE EASEMENT TO ANPEC PROPERTIES, LLC FOR SIGNAGE AT 216 MAIN STREET, PECATONICA, ILLINOIS, PIN 09-28-103-004

WHEREAS, the Village of Pecatonica is the owner of certain roadway known as "Main Street, Pecatonica, Illinois" ("Municipal Street"); and

WHEREAS, said Municipal Street contains a right-of-way utilized as a public sidewalk; and

WHEREAS, Anpec Properties, LLC, is the owner of a parcel of property commonly known as "216 Main Street, Pecatonica, Illinois", PIN 09-28-103-004;

WHEREAS, the building at 216 Main Street was recently sold to Anpec Properties, LLC; and

WHEREAS, during the sales transaction which Anpec Properties, LLC took title and ownership to 216 Main Street, it was determined that the signage in the front of the building at 216 Main Street encroached across its westerly property line into the right of way owned by the Village of Pecatonica by 0.71 feet (0.71'); and

WHEREAS, the building at 216 Main Street is a commercial building that has been present at the current location for many years; and

WHEREAS, pursuant to Sections 5/11-80-13 and 5/11-80-14 of the Illinois Municipal Code (65 ILCS 5/11-80-13 and 65 ILCS 5/11-80-14) corporate authority of each municipality may regulate the use of sidewalks and the use of signs along sidewalks; and

WHEREAS, Anpec Properties, LLC, has made a written request to the village to provide an easement for its signage at the building at 216 Main Street, Pecatonica, Illinois, a true and accurate copy of said written request is attached here as Exhibit "A" and incorporated herein by reference; so, it can continue to lawfully use its existing signage; and

WHEREAS, the Village Board of the Village of Pecatonica has determined that the public interest will be served by granting an exclusive easement for existing signage to Anpac Properties, LLC for the signage currently located at 216 Main Street, PIN 09-28-103-004, a copy of which easement attached here to is Exhibit "B" and incorporated herein by reference, subject to the conditions stated herein.

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

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

Section 2. That the Village (“Grantor”) hereby by grants an exclusive easement for existing signage at 216 Main Street, Pecatonica, Illinois PIN 09-28-103-004, to Anpec Properties, LLC, an Illinois limited liability company (“Grantee”), for the purposes of and on the conditions set forth in the written instrument titled “Grant of Exclusive Easement for Signage”, which written instrument is attached hereto is Exhibit B and incorporated fully herein by reference.

Section 3. That the granting of said easement is further conditioned on the Grantee fully reimbursing the Grantor for any and all attorney fees, engineering fees, publishing fees, and recording fees Grantor has incurred or will incur in furtherance of the preparation of said easement and this Ordinance; which fees and costs shall be tendered by invoice to the Grantee within 45 days of adoption and approval of this ordinance.

Section 4. Upon the Grantee’s reimbursement of Grantor’s expenses as identified in Section 3, the Village President is authorized and directed to sign and deliver the easement, and all other documents in furtherance of this easement to Anpec Properties, LLC.

Section 5. This ordinance shall be full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED by the Village Board of Trustees on this _____ day of _____, 2022.

APPROVED by the President of the Village Board of Trustees this ____ day of _____, 2022.

William Smull, Village President
Village of Pecatonica, Illinois

ATTEST:

Gwenn Shirley, Village Clerk

Ayes: _____
Nays: _____
Absent: _____

EXHIBIT "A"
ORDINANCE 2022-14

Sent via email

December 27, 2021

Village of Pecatonica
c/o Atty. Doug Henry
405 Main Street
Pecatonica, IL 61063

RE: ANPEC INDUSTRIES & Village of Pecatonica

Dear Doug,

As you know, my firm is representing the prospective Buyer, Anpec Holdings, LLC, of Anpec Industries, and during the course of due diligence it was determined that two slight encroachments exist between the properties owned by Anpec Industries on easements held by the Village. I've attached a copy of the preliminary survey to the letter, so you review the encroachments.

In order to proceed with the closing, we are requesting under Illinois Municipal Code (65 ILCS 5/11-91-1) that the Village vacate the portions of the easements and convey them to the Buyer. The legal description to the property is located on the survey as well for your consideration.

Please let us know if you need any further information, or any additional steps that you need us to take for the Village to review our request at the earliest opportunity.

All the best,


James W. Hortsman

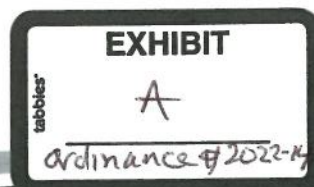


EXHIBIT "B"
ORDINANCE 2022-14

GRANT OF EXCLUSIVE EASEMENT FOR SIGNAGE

Know all men by these presents, the **VILLAGE OF PECATONICA**, municipal corporation in the State of Illinois, "**Grantor**", for and in consideration of One (\$1.00) Dollar, and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby gives, hereby grants, conveys and warrants to:



ANPEC PROPERTIES, LLC, an Illinois Limited Liability Company, "**Grantee**"

An easement for existing signage where currently located, which signage is 0.71 feet (0.71') West of the property line adjacent to Main Street, Pecatonica, Illinois, and encroaches upon and/or over a public sidewalk which is adjacent to the east side of Main Street, Pecatonica, Illinois, and which signage is or part of property commonly known as 216 Main Street, Pecatonica, Illinois; P.I.N. 09-28-103-004. ("Property").

And which signage is located as indicated on **Exhibit A**, attached hereto and incorporated herein by reference. (Hereinafter referred to as the "**Easement Parcel**").

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

Grantee, its successors and assigns, hereby covenants with the Grantor, that is officers, agents, employees or persons under contract with it, may at any time and at all times, when necessary or convenient to do so, to enter and go over and upon Easement Parcel, and do and perform any and all acts necessary or convenient to carry into effect the usage of the sidewalk adjacent to property; that neither they nor any of them, shall disturb, injure, molest, or in any manner interfere with nor impede Grantee's enjoyment of the easement parcel except for the purpose of maintaining, repairing, or replacing said sidewalk; and shall not disturb the signage in its current form or location provided so as long as Grantee's signage complies with all applicable village codes.

The Grantee hereby covenants and agrees that at its cost, it shall operate, maintain, repair and replace the signage where currently located; 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 to said signage. Grantee covenants to Grantor and conditions its all rights to this easement that it shall not enlarge the current signage or further encroach upon Grantor's land without first obtaining written permission from the Grantor; and said easement is hereby further granted upon the express condition that care, skill, and diligence will be used in constructing, repairing, maintaining, replacing said signage on the easement of foresaid; and that the use of said signage will in no way impair the public's use of municipal sidewalk nor cause damage to the easement parcel or adjacent sidewalk; and that it will save the Grantor harmless from any and all loss or damage Grantor may sustain growing out or arising from Grantee's construction, maintenance,

repairing, altering, changing, replacing, or removal of said signage.

This Grant of Easement for Signage is a covenant exclusive to the Grantee and shall not run with the land.

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

Village of Pecatonica, a municipal corporation in the State of Illinois

By: _____
Its Village President

STATE OF ILLINOIS)
)
COUNTY OF WINNEBAGO)

SS

I, the undersigned, a Notary Public in and for said County, do hereby certify that WILLIAM SMULL, is the duly elected Village President of the Village of Pecatonica, Illinois, and is personally known to me to be the same person whose name is 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 authorized act, as instructed by the corporate authorities of the Village of Pecatonica by legislative act, for the uses and purposes therein set forth.

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

Notary Public