



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.h

Title:

Recommendation to Abandon Existing Utility Easement and Approve Permanent Utility Easement for 811 State Street with Susan M. and Kaile E. Judge

Presenter:

Meeting: Government Services Committee

Date: September 26, 2016

Proposed Cost: \$0

Budgeted Amount: \$0

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

As part of the recent sale of the property at 811 State Street the City was contacted regarding the location of the existing utility easement in relation to the existing building structures. Upon review of the existing easement, utilities and other appropriate information it was determined that the easement could be modified to eliminate encroachment through the existing building structures. The attached Permanent Utility Easement depicts the appropriate needs for the City's utility infrastructure in this area.

Attachments *(please list):*

* Permanent Easement

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Abandon Existing Utility Easement and Approve Permanent Utility Easement for 811 State Street with Susan M. and Kaile E. Judge.

PREPARED BY AND
WHEN RECORDED MAIL TO:
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174

-----SPACE ABOVE THIS LINE FOR RECORDERS' USE-----

**CITY OF ST. CHARLES, ILLINOIS
PERMANENT PUBLIC UTILITIES EASEMENT**

THIS INDENTURE, made in the City of St. Charles, State of Illinois, by and between

Susan M. Judge, a single person and Kalie E. Judge, a single person

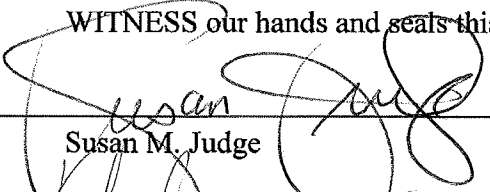
(hereinafter referred to as "GRANTOR") and the CITY OF ST. CHARLES, a MUNICIPAL CORPORATION, organized and existing under the laws of the State of Illinois, of Kane and DuPage Counties, Illinois (hereinafter referred to as "CITY").

WITNESSETH: That Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to him by CITY, the receipt and sufficiency of which is hereby acknowledged does hereby grant and give unto the CITY a perpetual easement over, under upon the following described real estate for the construction, reconstruction, operation, maintenance, installation, inspection, replacement, renewal, alteration, enlargement, removal, cleaning and repair of public utilities including, but not limited to overhead and underground electrical, cable television, communication, gas, telephone or other utility lines or appurtenances, sanitary and storm sewers, drainage ways, storm water detention and retention, water mains and any and all manholes, hydrants, pipes, connections, catch basins, buffalo boxes and without limitation, such other installations as may be required to furnish public utility service to adjacent areas. The right is also hereby granted to said City to cut down, trim or remove any trees, shrubs or other plants that interfere with the operation of or access to said installations in, on, upon, across, under, or through said easement. The real estate described hereafter may be used by Grantor for shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses and rights. The easement shall not extend to any area either now or hereafter improved with a permanent structure or asphalt driveway, so long as such improvement shall have been made prior in time to the installation of the aforesaid storm sewer.

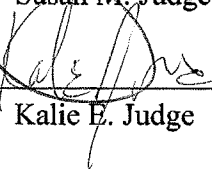
Upon the real estate described in Exhibit A (Legal Description) and shown on Exhibit B (Drawing) both attached and made a part hereof.

The Grantor hereby retains the right to enjoy said easement and right-of-way for its own purposes, provided that such purposes shall not interfere with the uses and right-of-way granted to the City herein. All construction by the City shall be done in a good, workmanlike manner, and the City also agrees that the premises will be left in a neat and presentable condition with fine grading and seeding.

WITNESS our hands and seals this 26th day of August, 2016.



Susan M. Judge




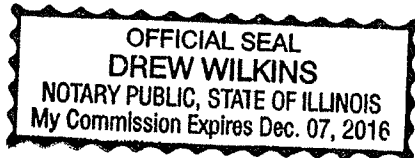
Kalie E. Judge

Raymond P. Rogina, Mayor

Nancy Garrison, City Clerk

ATTEST: _____





STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, Drew M. Wilkins, A Notary Public, in and for said County and State, DO
HEREBY CERTIFY that **Susan M. Judge and Kalie E. Judge** personally known to me to be
the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me
this day in person and acknowledged that they signed, sealed and delivered the said instrument as
their free and voluntary act, for the uses and purposes therein set forth.

Given under my and notarial seal this 26th day of August, 2016.

Drew M. Wilkins
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that **Raymond P. Rogina** personally known to me to be the Mayor of the
City of St. Charles, a municipal corporation and **Nancy Garrison** personally known to me to be
the City Clerk of the city of St. Charles, and 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 severally acknowledged that as such Mayor and City Clerk of said corporation, and caused
the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the
Council of the City of St. Charles as their free and voluntary act, and as the free and voluntary
act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this ___ day of _____, 2016.

Notary Public

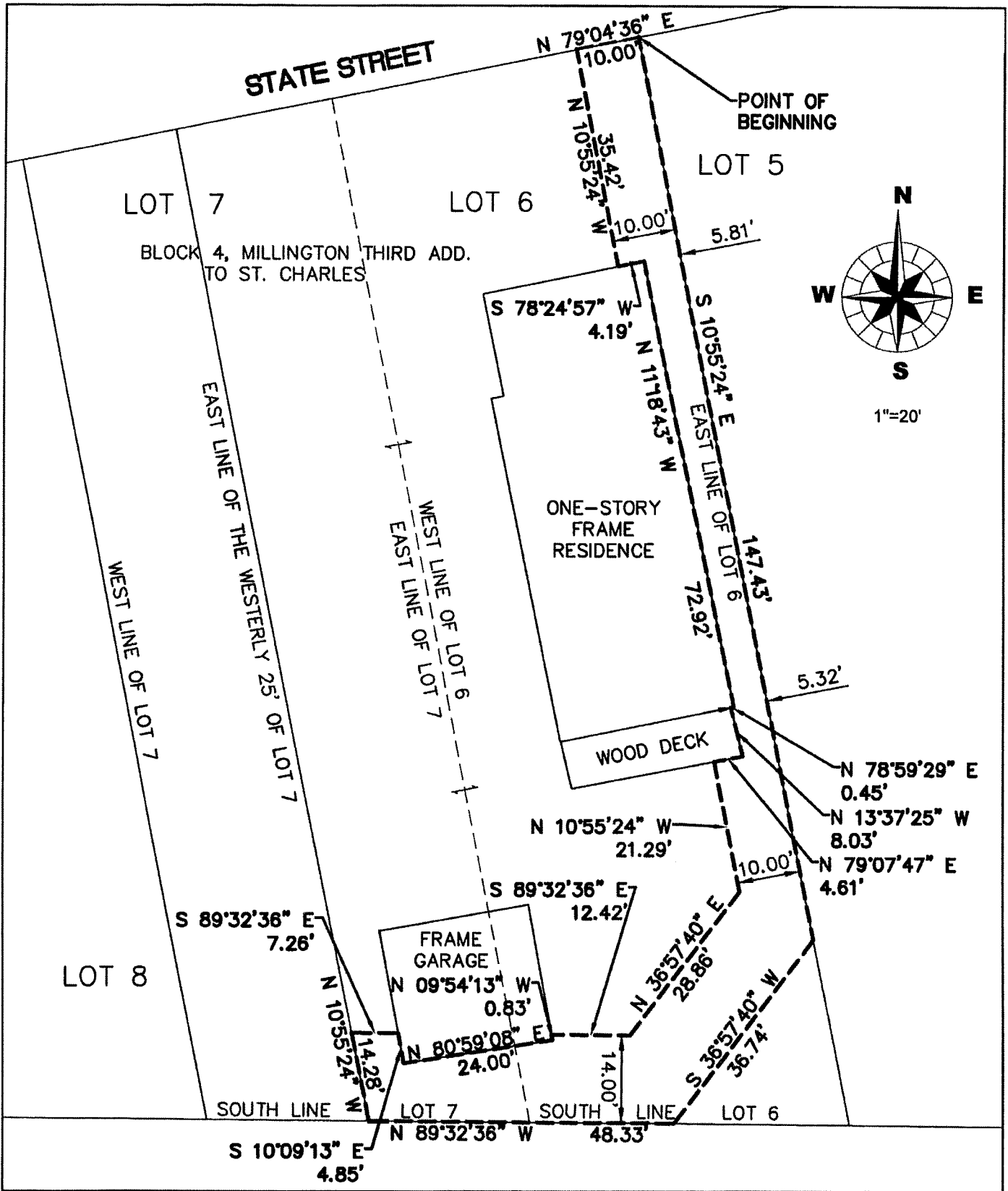
EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF LOTS 6 AND 7 (EXCEPTING THE WESTERLY 25 FEET THEREOF) IN BLOCK 4 OF MILLINGTON THIRD ADDITION TO ST. CHARLES, IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 10 DEGREES 55 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 147.43 FEET; THENCE SOUTH 36 DEGREES 57 MINUTES 40 SECONDS WEST, A DISTANCE OF 36.74 FEET TO THE SOUTH LINE OF SAID LOT 6; THENCE NORTH 89 DEGREES 32 MINUTES 36 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOTS 6 AND 7, A DISTANCE OF 48.33 FEET TO THE EAST LINE OF SAID WESTERLY 25 FEET OF LOT 7; THENCE NORTH 10 DEGREES 55 MINUTES 24 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 14.28 FEET TO A LINE PARALLEL WITH AND 14.00 FEET NORTH OF SAID SOUTH LINE OF LOTS 6 AND 7; THENCE SOUTH 89 DEGREES 32 MINUTES 36 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 7.26 FEET TO THE WEST FACE OF AN EXISTING FRAME GARAGE; THENCE SOUTH 10 DEGREES 09 MINUTES 13 SECONDS EAST ALONG SAID WEST FACE, A DISTANCE OF 4.85 FEET TO THE SOUTH FACE OF SAID GARAGE; THENCE NORTH 80 DEGREES 59 MINUTES 08 SECONDS EAST ALONG SAID SOUTH FACE, A DISTANCE OF 24.00 FEET TO THE EAST FACE OF SAID GARAGE; THENCE NORTH 09 DEGREES 54 MINUTES 13 SECONDS WEST ALONG SAID EAST FACE, A DISTANCE OF 0.83 FEET TO SAID LINE PARALLEL WITH AND 14 FEET NORTH OF THE SOUTH LINE OF LOTS 6 AND 7; THENCE SOUTH 89 DEGREES 32 MINUTES 36 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 12.42 FEET; THENCE NORTH 36 DEGREES 57 MINUTES 40 SECONDS EAST, A DISTANCE OF 28.86 FEET TO A LINE PARALLEL WITH AND 10.00 FEET WEST OF SAID EAST LINE OF LOT 6; THENCE NORTH 10 DEGREES 55 MINUTES 24 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 21.29 FEET TO THE SOUTH FACE OF AN EXISTING WOOD DECK; THENCE NORTH 79 DEGREES 07 MINUTES 47 SECONDS EAST ALONG SAID SOUTH FACE, A DISTANCE OF 4.61 FEET TO THE EAST FACE OF SAID WOOD DECK; THENCE NORTH 13 DEGREES 37 MINUTES 25 SECONDS WEST ALONG SAID EAST FACE, A DISTANCE OF 8.03 FEET TO THE SOUTH FACE OF AN EXISTING ONE-STORY FRAME RESIDENCE; THENCE NORTH 78 DEGREES 59 MINUTES 29 SECONDS EAST ALONG SAID SOUTH FACE, A DISTANCE OF 0.45 FEET TO THE EAST FACE OF SAID RESIDENCE; THENCE NORTH 11 DEGREES 18 MINUTES 43 SECONDS WEST ALONG SAID EAST FACE, A DISTANCE OF 72.92 FEET TO THE NORTH FACE OF SAID RESIDENCE; THENCE SOUTH 78 DEGREES 24 MINUTES 57 SECONDS WEST ALONG SAID NORTH FACE, A DISTANCE OF 4.19 FEET TO SAID LINE PARALLEL WITH AND 10.00 FEET WEST OF THE EAST LINE OF LOT 6; THENCE NORTH 10 DEGREES 55 MINUTES 24 SECONDS WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 35.42 FEET TO THE NORTH LINE OF SAID LOT 6; THENCE NORTH 79 DEGREES 04 MINUTES 36 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.048 ACRES, MORE OR LESS.

Parcel No.: 09-28-479-004 (includes other property)

EXHIBIT B



<p>WBK ENGINEERING, LLC 116 West Main Street, Suite 201 St. Charles, Illinois 60174 (630) 443-7755</p>	DSGN	DER		TITLE	<p>811 STATE STREET ST. CHARLES, IL.</p>	PROJECT NO.	160140
	DWN	DER				DATE	04/07/2016
	CHKD	GC		SCALE	1"=20'	SHEET	1 OF 1
	FILE NAME	EASEMENT DWG		EASEMENT EXHIBIT			