



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Recommendation to Approve Permanent Utility Easement for 911 N. 4<sup>th</sup> Avenue with John and Sherri Breckenfelder

Presenter: Karen Young

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 09.28.2015
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council

Estimated Cost:	n/a	Budgeted:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
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**Executive Summary:**

As part of the N. 5<sup>th</sup> Avenue Watermain Project new water services are being installed to the homes in the project area. As part of the field investigation it was determined that due to the existing mature landscaping at 911 N. 4<sup>th</sup> Avenue it would not be possible to install the new water service connection without damaging the existing landscaping. Staff met with the property owner and it was determined that moving the water service just outside of the existing right-of-way would avoid conflict with the mature landscaping. This proposed permanent easement is necessary to allow the water service connection to be located in this area and will also allow the City access to this area in the future.

**Attachments:** *(please list)*

\* Permanent Easement

**Recommendation / Suggested Action** *(briefly explain):*

Recommendation to approve Permanent Utility Easement for 911 N. 4<sup>th</sup> Street with John and Sherri Breckenfelder.

<i>For office use only:</i>	<i>Agenda Item Number: 4.d</i>
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## GRANT OF EASEMENT

This Grant of Easement ("Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between **SHERRI & JOHN BRECKENFELDER** (hereinafter referred to as "Grantor") and the **CITY OF ST. CHARLES**, an Illinois Municipal Corporation (hereinafter referred to as "City").

**WHEREAS**, Grantor is the owner of a certain real property situated in the City of St. Charles, Kane County, Illinois, shown on Exhibit A attached hereto and forming a part hereof ("Easement Parcel"), and is desirous of granting to the City an easement for watermain purposes, hereof ("Improvements").

**NOW, THEREFORE**, in consideration of the acceptance of this grant by the City and for other good and valuable consideration, the Grantor grants to the City a right in, over, along and under the Easement Parcel for the purposes of constructing, replacing, removing, maintaining and using such Parcel for construction and maintenance of the Improvements.

This grant is made on the following terms:

1. The Improvements, or any portion thereof to be constructed, replaced, removed, maintained and used in, over, along and under the Easement Parcel shall be constructed and maintained in a workmanlike manner.

2. City shall, immediately following construction or maintenance of the Improvements and appurtenances, remove or cause to be removed from the Easement Parcel all debris, surplus material, and construction equipment, leaving such Parcel in a neat and presentable condition. The City shall further have a continuing obligation to promptly restore to a level surface any portion of the Easement Parcel that settles.

3. That upon reasonable notice to Grantor (except in case of emergency), the City shall have the right of ingress to and egress from the Easement Parcel for purposes of construction, repair and maintenance, and shall restore any property used for such ingress and egress to its prior condition.

4. The City shall have the right from time to time to trim and cut down and clear away any and all trees and brush now or hereafter on the Easement Parcel or overhanging the Easement Parcel that in the opinion of the City may interfere with the use of the Improvements.

5. The grant of this easement shall not be construed as an agreement by Grantor to alter the location of the building set back line along the westerly boundary of Grantor's Property on which the Easement Parcel is located as it existed immediately prior to the granting of this easement.

6. Grantor reserves the right to use the Easement Parcel for all purposes that will not interfere with the City's full enjoyment of the rights granted by this instrument; provided, however, that Grantor shall not erect or construct any building on the Easement Parcel without the prior written consent of the City.

7. The easement described in this instrument is to and shall run with the land and shall be for the benefit and use of and shall be binding upon the Grantor and the City and their respective heirs, administrators, assigns and successors.

8. City agrees to indemnify and save harmless Grantor and beneficiaries from and against any and all claims and demands of third persons (including, but not limited to those for death, for personal injuries or for loss or damage to property) occurring in or arising, directly or indirectly out of or in connection with the use and occupancy of the premises, for the location of the Improvements, including but not limited to work or alterations performed by the City in or to the premises, the activities conducted on the Easement Parcel or temporary construction easement located adjacent thereto, premises or as a result of any acts, omissions, or negligence of the City or their respective contractors, licensees, invitees, agents, servants, employees or other persons on or about the premises and from and against all costs, expenses and liability occurring in or in connection with any such claim or proceeding brought thereon, excepting those related or arising from acts of the Grantor.

**CITY OF ST. CHARLES**

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**OWNERS: SHERRI & JOHN BRECKENFELDER**

By   
John Breckenfelder

By   
Sherri Breckenfelder

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF KANE         )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JOHN and SHERRI BRECKENFELDEN, 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 the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 10 day of September, 2015.



*Kristi L. Dobbs*  
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF KANE         )

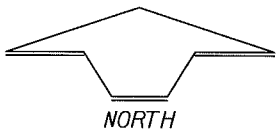
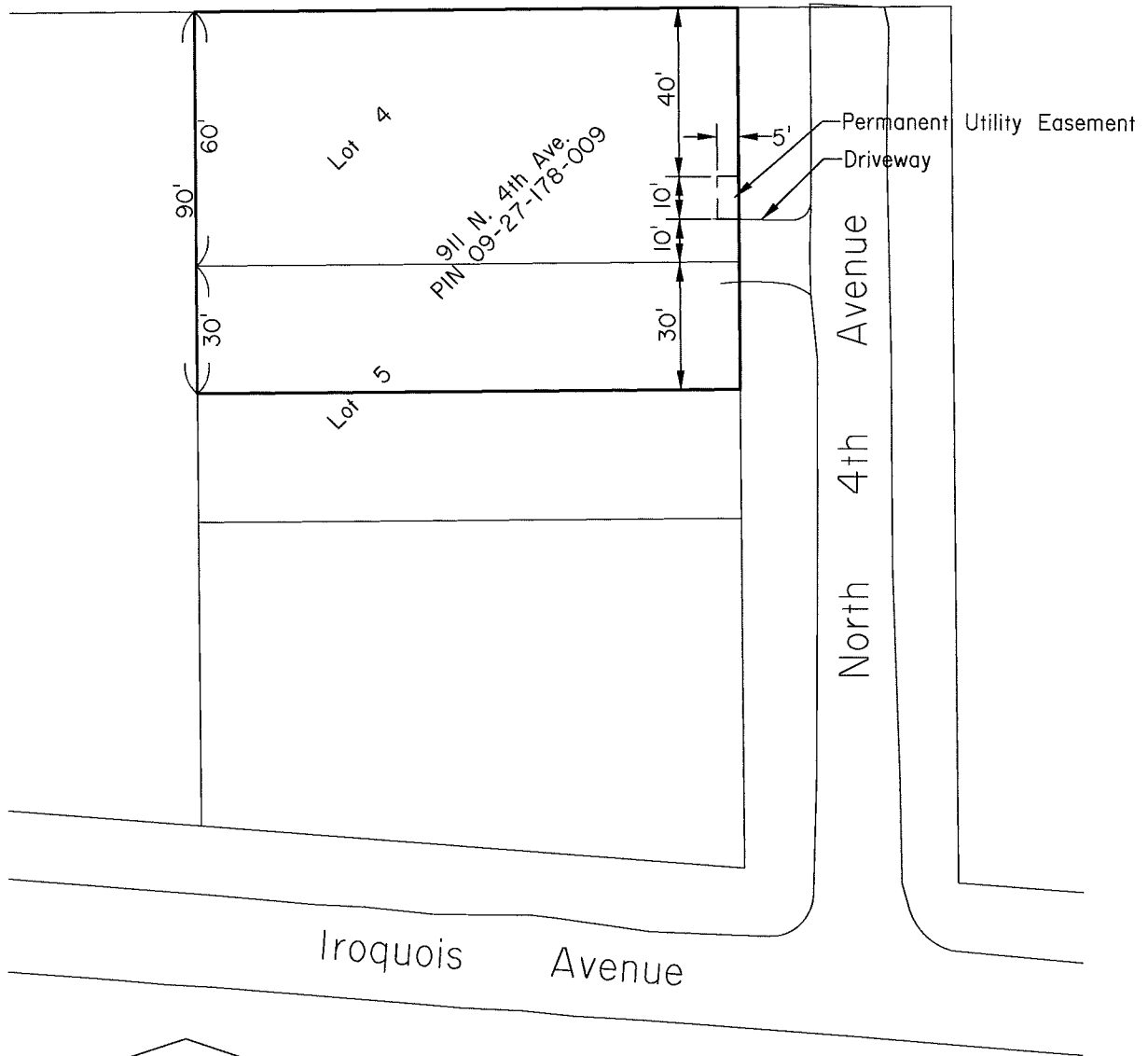
I the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RAYMOND ROGINA, personally known to me to be the Mayor of the City of St. Charles, a municipal corporation and NANCY GARRISON, personally known to me to be the City Clerk of the city of St. Charles, 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 they caused their signatures to be affixed thereto, 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 \_\_\_\_\_, 2015.

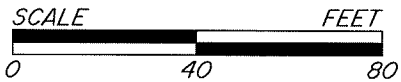
\_\_\_\_\_  
NOTARY PUBLIC

# EXHIBIT "B"

The easterly 5 feet of Lot 4, except the southerly 10 feet and northerly 40 feet thereof, in Block 2 of Clark and Meyers Addition to St. Charles, in the City of St. Charles, Kane County, Illinois.



NORTH



DATE: SEPT 2, 2015