

City of Mascoutah

#3 West Main
Mascoutah, Illinois 62258
(618) 566-2964



Chartered in 1837

April 17, 2009

Ambrosia Land Investments, LLC
Attn: Steve Wilke
3500 Lebanon Ave.
Shiloh, IL 62221

Dear Mr. Wilke,


RE: Utility Easement for Sanitary Sewer
Construction along IL Rte. 4
Parcel No. 10-20.0-300-018
Parcel No. 10-20.0-300-022
Parcel No. 10-29.0-100-006

Enclosed please find a copy of the *Deed of Easement & Right-of-Way for Utilities* for the three property parcels referenced above. These easements are located west of and adjacent to the existing 30' wide utility easement for a combined width of 40 feet. The City will install an 18" sanitary sewer and manholes at 340' intervals within these three easements and allow you to connect a future service lateral to each manhole.

As previously agreed, the City will waive one sewer tap fee of \$1,800 for each existing parcel, pay for the cost of an "in-side" manhole drop, at the time of connection at each of the 4 manholes on the north parcels; and install an 8" stub pipe at each of the 4 manholes on the south parcel as a provision of this easement agreement. Please review, complete and sign these documents then return them to City Hall as soon as possible.

Thank you on behalf of myself and the residents of Mascoutah that will be served by this vital utility improvement project. Your cooperation is sincerely appreciated. Please contact me directly (558-0884) if you have any final questions.

Regards,


Terry Draper
City Manager

Attachments: Utility Easement for Parcel No. 10-20.0-300-018,
No. 10-20.0-300-022 & Parcel No. 10-29.0-100-006

City of Mascoutah

*File w/ Sharon
Thurg
File*



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#3 West Main
Mascoutah, Illinois 62258
(618) 566-2964

June 15, 2009

Ambrosia Land Investments, LLC
Attn: Steve Wilke
3500 Lebanon Ave.
Shiloh, IL 62221

RE: Utility Easement for Sanitary Sewer
Construction along IL Rte. 4

Dear Mr. Wilke,

Enclosed please find a copy of recorded easement documents for the above referenced project.

Thank you again for your cooperation regarding this matter.

Sincerely,

Bruce Fleshren
Interim City Manger

Attachments: Utility Easement for Parcel No. 10-20.0-300-018,
No. 10-20.0-300-022 & No. 10-29.0-100-006

**Deed of Easement
& Right-of-Way
for Utilities**



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A02164602

MICHAEL T. COSTELLO
RECORDER OF DEEDS
BELLEVILLE, IL
RECORDED ON

06/10/2009 12:06:36PM

TOTAL FEE: \$20.00

PAGES: 4

After recording return to:

City of Mascoutah
3 West Main Street
Mascoutah, IL 62258

**Description No.: 10-20.0-300-018 &
10-20.0-300-022 & 10-29.0-100-006
Project: North Sewer System**

THIS BLOCK RESERVED FOR RECORDER'S STAMP

T HIS INDENTURE, made this 18th day of MAY, 2009, by and between AMBROSIA LAND INVESTMENTS LLC having an address at State Route 3500 LEBANON AVENUE SHILOH, IL 62221, hereinafter referred to as the "**Grantor**", and the City of Mascoutah organized and existing under the laws of the State of Illinois, having an office for the transaction of business at 3 West Main Street, Mascoutah, IL 62258, hereinafter referred as the "**Grantee**".

WITNESSETH:

T he **Grantor**, in consideration of the covenants and agreements hereinafter recited and the sum of ZERO Dollar(s) (\$ 0.00), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, and convey unto the **Grantee**, its successor and assigns, forever, an easement and a free uninterrupted and unobstructed right of way in, under, across, and over the property of the **Grantor** situated in Saint Clair County, Illinois; said right of way to be 10 feet in width and more particularly described as follows:

Easement (1)

A strip of land 10.0 feet in width lying West of the existing 30.0 foot easement as recorded in St. Clair County Recorder's Office in Book 3214/2266 being part of a tract of land in the West Half of the Southwest Quarter of Section 20, Township 1 North, Range 6 West of the Third Principal Meridian, St. Clair County, Illinois, said tract recorded in the Recorder's Office of Saint Clair County, Illinois in Document No. A01528210.

Easement (2)

A strip of land 10.0 feet in width lying West of the existing 30.0 foot easement as recorded in St. Clair County Recorder's Office in Book 3214/2266 being part of a tract of land the West Half of the Southwest Quarter of Section 20, Township 1 North, Range 6 West of the Third Principal Meridian, St. Clair County, Illinois, said tract recorded in the Recorder's Office of Saint Clair County, Illinois in Document No. A01685498.

Easement (3)

A strip of land 10.0 feet in width lying West of the existing 30.0 foot easement as recorded in St. Clair County Recorder's Office in Book 3214/2310 being part of a tract of land the West half of Northwest Quarter of Section 29, Township 1 North, Range 6 West of the Third Principal Meridian, St. Clair County, Illinois, said tract recorded in the Recorder's Office of Saint Clair County, Illinois in Document No. A01944340.

and as shown on Exhibit A attached hereto and made a part hereof, for the purpose of installing said utilities.

Together with the right to the **Grantee**, its successors and assigns, to (i) enter in and upon the premises described above with men and machinery, vehicles and material at any and all times for the purpose of making all necessary excavations and doing all acts necessary or convenient for the purpose of constructing utilities and associated appurtenances; (ii)

remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein; and (iii) for doing anything necessary, useful, or convenient for the enjoyment of the easement herein granted.

The right of the **Grantor** to freely use and enjoy its interest in the premises is reserved to **Grantor**, its successors and assigns insofar as the exercise thereof does not endanger or interfere with the construction, operation, and maintenance of **Grantee's** utilities and attached facilities, except that no building, structure, or similar improvements shall be erected within said easement, nor shall the grade or ground cover over **Grantee's** facilities be substantially altered, without the consent of the **Grantee**. Notwithstanding the foregoing, the **Grantor** agrees that no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the said utilities except pipes crossing same at right angle, in which latter case, a minimum distance of two (2) feet shall be maintained between the pipes. No excavation or blasting shall be carried on which in any way endangers or might endanger the utilities and attached facilities.

The **Grantee** agrees, by acceptance of this **Deed of Easement and Right of Way** that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that **Grantee** shall not be obligated to restore landscaping, other than grass which was destroyed upon entry, all such work to be done at the expense of the **Grantee**.

TO HAVE AND TO HOLD the above granted easement and right of way unto the **Grantee**, its successors and assigns, forever.

And the **Grantor** does further covenant with the **Grantee** as follows:

1. That the **Grantor** is the owner in fee simple of the real estate hereby subjected to said easement and right of way and has good title to convey the same.
2. That the **Grantee** shall quietly enjoy the said easement and right of way.
3. The **Grantee** shall install an "in-side" drop for a future lateral connection by the **Grantor**, during the time of lateral connection to each manhole located on **Easement (1)** and **Easement (2)**.
4. The **Grantee** shall provide one – eight inch (8") lateral tap for a future connection by the **Grantor** at the invert of each manhole located on **Easement (3)**.
5. The **Grantee** will waive one sewer tap fee for each of these parcels.

IN WITNESS WHEREOF, the Grantor has duly executed this **INDENTURE**, all as of the day and year first above written.

GRANTEE:

City of Mascoutah

Signature: Herald E. Daugherty

Title: Mayor

GRANTOR:

AMBROSIA LAND INVESTMENTS LLC

Signature: Steve R Wilke

Title: Managing Member

STATE OF ILLINOIS)

) SS

COUNTY OF ST. CLAIR)

I, Kari M. Kalicki, a Notary Public for the State and County aforesaid, do hereby certify that
Steve R. Wilke, 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 he/she
signed and delivered the same instrument as the free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of May, 20 09.

NOTARY SEAL

"OFFICIAL SEAL"
KARI M. KALICKI
Notary Public, State of Illinois
My Commission Expires 1 / 12 / 13

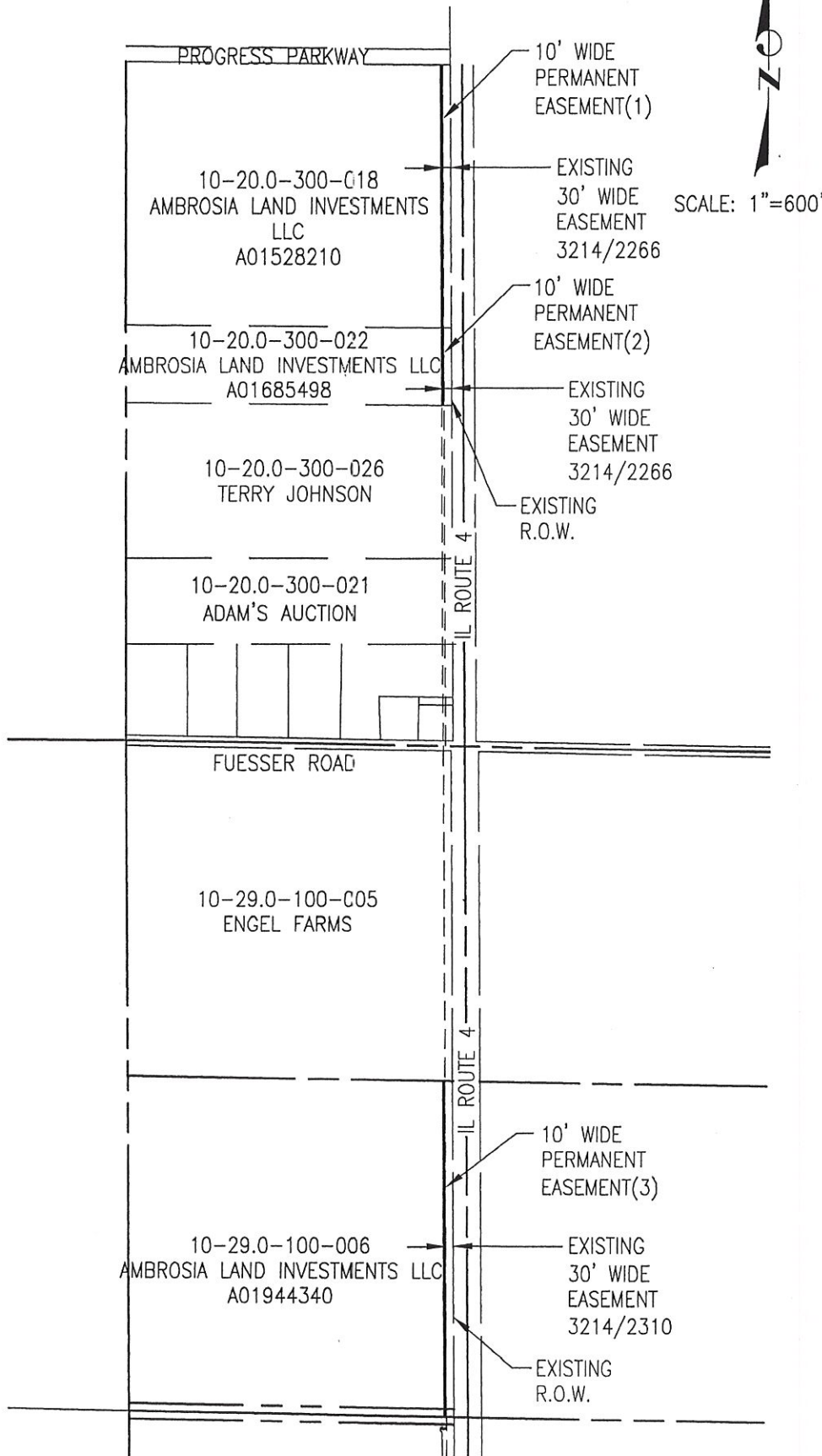
Kari M. Kalicki
Notary Public

My Commission Expires: 1 / 12 / 13

Exempt under provision of paragraph E section 4 of II. Real Estate Transfer Tax Act.

Steve R Wilke MNG. MBR,
Buyer, Seller, or Representative
AMBROSIA LAND INVESTMENTS
LLC

5/18/09
Date



THOUVENOT,
WADE &
MOERCHEN, INC.
ENGINEERS ♦ SURVEYORS ♦ PLANNERS



☒ CORPORATE OFFICE

4940 OLD COLLINSVILLE RD.
SWANSEA, ILLINOIS 62226
TEL (618) 624-4488
FAX (618) 624-6688
corp@twm-inc.com

☐ WATERLOO OFFICE

113 SOUTH MAIN STREET
WATERLOO, ILLINOIS 62298
TEL (618) 939-5050
FAX (618) 939-3938
waterloo@twm-inc.com

☐ EDWARDSVILLE OFFICE

1015B CENTURY DRIVE
EDWARDSVILLE, ILLINOIS 62025
TEL (618) 656-4040
FAX (618) 656-4343
edwardsville@twm-inc.com

☐ ST. CHARLES OFFICE

400 N. 5TH STREET, SUITE 101
ST. CHARLES, MISSOURI 63301
TEL (636) 724-8300
FAX (636) 724-8304
stlouis@twm-inc.com

AMBROSIA LAND INV.

IL ROUTE 4
SEWER EASEMENT
CITY OF MASCOUTAH

EXHIBIT NUMBER

A

City of Mascoutah

Office of City Manager
#3 West Main
Mascoutah, Illinois 62258
(618) 566-2965



Chartered in 1837

March 18, 2009

Subject: Easement Agreement - Counter Offer

Steve Wilke
Wilke Window & Door, Inc.
3500 Lebanon Ave.
Shiloh, IL 62221

Dear Mr. Wilke,

Staff has reviewed Eric Olson's letter dated March 13 and the City is willing to agree to the following items in regard to his suggestions. The order of this response matches the original letter's order.

1. The City will allow development improvements within the proposed 10' utility easement to the extent as follows:
 - o Construction of paved surfaces such as driveways, parking lots, etc will be allowed if legal under the City's Development code. Should there be a need to remove these improvements within the limits of the easements for maintenance of our utilities; the City will be responsible for restoration expenses.
 - o Other grading features such as berms, swales and detention basins will be allowed provided minimum cover over the City's 8" waterline is maintained. Should the City need to disturb these improvements within the limits of the easement, we will assume the cost of restoration for these features.
2. The City will not allow permanent structures (Buildings, etc.) to be constructed within the limits of the new 10' easement. Monument Signs can be place within the new easement, but cannot be located on top of the sewer line.
3. To cover your request, the City will revise the spacing of the manholes from 400' to 340' along both parcels. This will result in adding an additional 5' diameter manholes to our project, at a cost of approximately \$5,000. The City will cover the cost of the additional manhole.
We will accept a drawing from you identifying the indicated locations of these manholes in order to issue a change order to our contractor, if it is possible under the current construction schedule.

4. The City will install an "in-side" drop at each manhole at our own expense at the time when needed. The City will also waive 1 tap fee per each existing parcel.

Sincerely,


Terry Draper
City Manger