

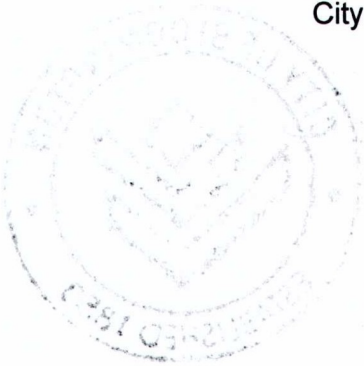
CITY OF BLOOMINGTON

2024 - 062

**AN ORDINANCE APPROVING AN EASEMENT AGREEMENT WITH NICOR GAS
COMPANY**

**Adopted by the City Council
of the City of Bloomington
on August 26, 2024**

Published in pamphlet form by the authority of the City Council of the
City of Bloomington, McLean County, Illinois, on September 10, 2024.



STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

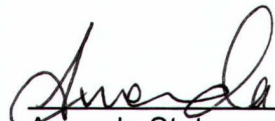
CERTIFICATE

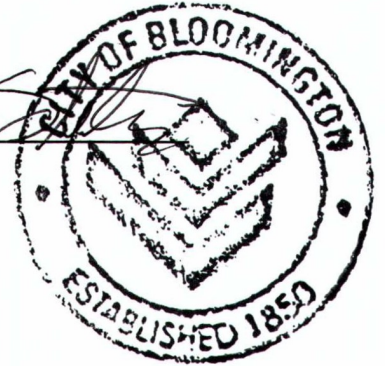
I, Leslie Smith-Yocum, certify that I am the duly appointed and qualified municipal clerk of the City of Bloomington, County of McLean, Illinois.

I further certify that on the Corporate Authorities of the above municipality passed and approved Ordinance No. 2024 - 062, entitled, an Ordinance Approving an Easement Agreement With Nicor Gas Company, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of this Ordinance, including the Ordinance and cover sheet thereof, was prepared, and a copy of the Ordinance was posted in the municipal building, commencing on September 10, 2024, and continuing for at least ten days thereafter. Copies of the Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Bloomington, Illinois, on 09/10/2024


Amanda Stutsman
Deputy City Clerk



ORDINANCE NO. 2024 - 062

AN ORDINANCE APPROVING AN EASEMENT AGREEMENT WITH NICOR GAS COMPANY

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter "City") is an Illinois home-rule municipality; and

WHEREAS, said easement agreement, attached hereto and titled "GRANT OF EASEMENT TO NICOR GAS COMPANY", enables Nicor Gas Company to safely operate and maintain natural gas facilities; and

WHEREAS, the City has authority to legislate to protect the public safety, health and welfare; and

WHEREAS, public safety, health and welfare are enhanced through proposed upgrades to the natural gas facilities to be constructed in said proposed easement; and

WHEREAS, it is in the best interest of the City that said easement agreement is approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

SECTION 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

SECTION 2. The Easement Agreement with Nicor Gas Company (Exhibit A) for installation and maintenance necessary gas facilities is hereby approved.

SECTION 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

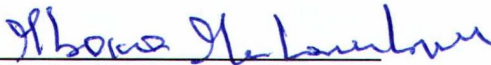
SECTION 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

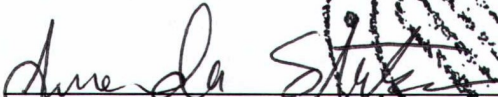
PASSED this 26th day of August 2024.

APPROVED this 10th day of September 2024.

CITY OF BLOOMINGTON


Mboka Mwilambwe, Mayor

ATTEST


Amanda Stutsman, Deputy City Clerk



Sec 25	T24N	R2E 3 rd PM
Bloomington Twp.		McLean County
W.O. 1012916		Pcl: Vault
PIN: 14-25-400-007		

GRANT OF EASEMENT
TO NICOR GAS COMPANY

That, CITY OF BLOOMINGTON, a municipal corporation, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable considerations, in hand paid by NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, doing business as NICOR GAS COMPANY (hereinafter "Grantee"), the sufficiency thereof and receipt of which is hereby acknowledged, does hereby give and grant unto said Grantee, its successors and assigns, a perpetual, non-exclusive easement and right-of-way for the purpose of laying, maintaining, operating, renewing, replacing and removing gas mains, vaults, at-grade vault covers, chart boxes, solar panels, an access drive, bollards, required pipeline markers and necessary gas facilities appurtenant thereto (hereinafter "Grantee's Facilities"), in, upon, under, along and across the following described property (hereinafter "Easement Premises"), together with reasonable right of access thereto for said purposes, more accurately depicted on Easement Exhibit A attached hereto and made a part hereof, situated in McLean County, Illinois, with a legal description as follows.

Reference Exhibit B

Grantee shall restore all that portion of Grantor's Property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Easement Premises and during any subsequent, maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's Property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting Grantee agrees that it shall perform all such restoration in a timely manner.

Grantor reserves the right to use the easement property in any manner not inconsistent with the rights granted herein, provided, however, that Grantor shall not build, construct, erect or place, or permit others to build, construct, erect or place, any buildings or public roads over the easement property without the prior written consent of Grantee. Grantee shall at all times have the right to keep the Easement Premises clear of all trees.

Grantor represents and warrants to the Grantee that the Grantor, (i) is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights granted and conveyed herein, and (ii) has not granted any other permanent rights to, through, across or along the Easement Premises that would prevent Grantee from utilizing the Easement Premises for the intended purposes.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set his, her, its, their hands and seals this 10th day of September, A.D., 2024.

City of Bloomington, a municipal corporation

Signature

JEFFREY R. JURGENS

Print Name

CITY MANAGER

Title

Witness/Attest

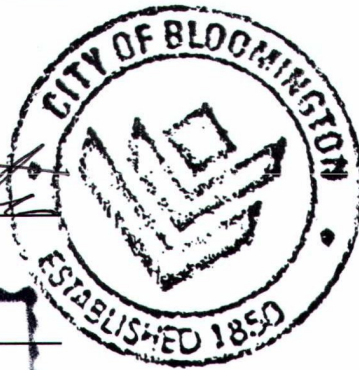
Signature

Amanda J. Stetsman

Print Name

Deputy City Clerk

Title



This document prepared by
and returned to:

Nicor Gas Company (SL/JR/TC)
Land Services Department / 6 East
P.O. Box 190
Aurora, Illinois 60507-9970

Property address:

2201 Stone Mountain Blvd
Bloomington, IL 61704

PIN: 14-25-400-007

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Paige M Malloy, a Notary Public in and for said County and State and residing in the County of DuPage, do hereby certify that Jeffrey Jorgens + Amanda Stotsman, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of September, A.D., 2024.

Notary:

Paige M Malloy

My Commission Expires: 6/5/28

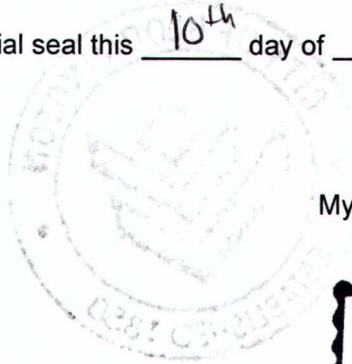


Exhibit B

PART OF THE SOUTHEAST ¼ OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SECTION 25; THENCE SOUTH 89 DEGREES 30 MINUTES 11 SECONDS EAST 320.04 FEET ON THE SOUTH LINE OF SAID SOUTHEAST ¼ OF SECTION 25 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 22 MINUTES 00 SECONDS WEST 462.28 FEET PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST ¼ OF SECTION 25; THENCE NORTH 89 DEGREES 38 MINUTES 00 SECONDS EAST 38.88 FEET; THENCE SOUTHEASTERLY 76.01 FEET ON A TANGENTIAL CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 16 DEGREES 07 MINUTES 46 SECONDS, A RADIUS OF 270.00 FEET AND A CHORD OF 75.76 FEET BEARING SOUTH 82 DEGREES 18 MINUTES 07 SECONDS EAST FROM THE LAST DESCRIBED COURSE; THENCE SOUTH 74 DEGREES 14 MINUTES 14 SECONDS EAST 134.16 FEET; THENCE SOUTH 15 DEGREES 45 MINUTES 46 SECONDS WEST 120.00 FEET; THENCE SOUTH 74 DEGREES 14 MINUTES 14 SECONDS EAST 243.57 FEET; THENCE NORTHEASTERLY 471.47 FEET ON A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST HAVING A CENTRAL ANGLE OF 45 DEGREES 01 MINUTES 18 SECONDS, A RADIUS OF 600.00 FEET AND A CHORD OF 459.43 FEET BEARING NORTH 83 DEGREES 15 MINUTES 07 SECONDS EAST FROM THE LAST DESCRIBED COURSE; THENCE NORTH 00 DEGREES 22 MINUTES 00 SECONDS WEST 383.13 FEET PARALLEL WITH THE WEST LINE OF THE SOUTHEAST ¼ OF SECTION 25; THENCE NORTH 89 DEGREES 38 MINUTES 00 SECONDS EAST 194.61 FEET; THENCE NORTH 44 DEGREES 38 MINUTES 00 SECONDS EAST 87.10 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 00 SECONDS WEST 245.00 FEET PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST ¼ OF SECTION 25; THENCE NORTH 89 DEGREES 38 MINUTES 00 SECONDS EAST 150.00 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 00 SECONDS WEST 120.00 FEET PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST ¼ OF SECTION 25; THENCE NORTH 89 DEGREES 38 MINUTES 00 SECONDS EAST 196.19 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 00 SECONDS EAST 120.00 FEET PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST ¼ OF SECTION 25; THENCE NORTH 89 DEGREES 38 MINUTES 00 SECONDS EAST 69.00 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 00 SECONDS EAST 200.91 FEET PARALLEL WITH SAID WEST LINE OF THE SOUTHEAST ¼ OF SECTION 25; THENCE SOUTH 45 DEGREES 25 MINUTES 44 SECONDS EAST 141.27 FEET; THENCE NORTH 89 DEGREES 30 MINUTES 32 SECONDS EAST 200.91 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 28 SECONDS EAST 267.41 FEET PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST ¼ OF SECTION 25; THENCE SOUTH 44 DEGREES 59 MINUTES 49 SECONDS EAST 71.33 FEET; THENCE SOUTH 89 DEGREES 30 MINUTES 11 SECONDS EAST 200.03 FEET PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST ¼ OF SECTION 25; THENCE NORTH 45 DEGREES 00 MINUTES 11 SECONDS EAST 70.11 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 28 SECONDS WEST 1740.31 FEET PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST ¼ OF SECTION 25; THENCE NORTH 45 DEGREES 25 MINUTES 44 SECONDS WEST 106.18 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 00 SECONDS WEST 150.00 FEET; THENCE SOUTH 44 DEGREES 34 MINUTES 16 SECONDS WEST 105.95 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 28 SECONDS EAST 259.59 FEET PARALLEL WITH SAID EAST LINE OF THE SOUTHEAST ¼ OF SECTION 25; THENCE SOUTH 89 DEGREES 38 MINUTES 00 SECONDS WEST 453.36 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 46 SECONDS EAST 718.36 FEET TO THE SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE AS CONVEYED TO THE CITY OF BLOOMINGTON IN A WARRANT

EXHIBIT B (cont.)

DEED RECORDED AS DOCUMENT NO. 90-7848 IN THE MCLEAN COUNTY RECORDER OF DEEDS OFFICE; THENCE SOUTH 89 DEGREES 35 MINUTES 14 SECONDS EAST 852.13 FEET ON SAID SOUTH RIGHT OF WAY LINE OF COLLEGE AVENUE TO THE WEST RIGHT OF WAY LINE OF AIRPORT ROAD AS CONVEYED TO THE CITY OF BLOOMINGTON IN SAID DOCUMENT NO. 90-7848; THENCE SOUTH 00 DEGREES 29 MINUTES 28 SECONDS EAST 1049.94 FEET ON THE WEST RIGHT OF WAY LINE OF AIRPORT ROAD; THENCE NORTH 89 DEGREES 30 MINUTES 32 SECONDS EAST 17.00 FEET ON SAID RIGHT OF WAY LINE; THENCE SOUTH 00 DEGREES 29 MINUTES 28 SECONDS EAST 1572.23 FEET ON SAID RIGHT OF WAY LINE TO THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 25; THENCE NORTH 89 DEGREES 30 MINUTES 11 SECONDS WEST 2301.10 FEET ON SAID SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 25 TO THE POINT OF BEGINNING' WITH ASSUMED BEARINGS GIVEN FOR DESCRIPTION PURPOSES ONLY, IN MCLEAN COUNTY, ILLINOIS.

