

ORDINANCE NO. 4477

**AN ORDINANCE AUTHORIZING THE GRANT AND ACCEPTANCE
OF EASEMENTS FOR PROJECT DEVELOPMENT
IN MAIN-ON-MAIN DEVELOPMENT AREA**

WHEREAS, Eastlight Court Hospitality LLC is developing the last undeveloped commercial lot in the Main-on-Main development area (the “ECH Development Project”), and this lot is situated along Altorfer Lane in the City of East Peoria; and

WHEREAS, the City of East Peoria owns the property comprising the Altorfer Lane right-of-way located immediately northwest of the ECH Development Project (the “Altorfer Lane ROW”); and

WHEREAS, in order to more efficiently develop the site comprising the ECH Development Project, Eastlight Court Hospitality LLC seeks additional area for parking and landscaping for the ECH Development Project; and

WHEREAS, the Altorfer Lane ROW is more expansive than necessary to accommodate the Altorfer Lane roadway and other City infrastructure located under or adjacent to Altorfer Lane; and

WHEREAS, the City Council hereby finds that an unused portion of the Altorfer Lane ROW is not necessary for City purposes and is thus available for use for the ECH Development Project; and

WHEREAS, the City seeks an easement across and under the ECH Development Project site for the City’s water system for servicing the Main-on-Main development area adjacent to and including the ECH Development Project site; and

WHEREAS, the other developments in the Main-on-Main development area, which includes two hotels and the Kohl’s department store located immediately adjacent to the ECH Development Project site, will benefit from the development of the ECH Development Project site in the Main-on-Main development area; and

WHEREAS, City Officials have determined that an exchange of easements to obtain a water main easement for the City’s water system and providing additional area for parking and landscaping for the ECH Development Project is in the best interests of the City and in the best interests of the continued development of the Main-on-Main development area, such easements attached hereto and incorporated by reference as Exhibit 1 (Permanent Easement to Eastlight Court Hospitality LLC for parking and landscaping – the “ECH Permanent Easement”) and Exhibit 2 (Permanent Water Main Easement to the City of East Peoria – the “City Water Main Easement”); and

WHEREAS, the City Council hereby further finds that it is in the best interests of the City and in the best interests of the continued development of the Main-on-Main

development area to provide the ECH Permanent Easement for the ECH Development Project as set forth in Exhibit 1 and to accept the City Water Main Easement as set forth in Exhibit 2;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The findings and recitations set forth above are hereby adopted and found to be true and correct.

Section 2. The City hereby approves the ECH Permanent Easement as set forth in Exhibit 1 and the City Water Main Easement as set forth in Exhibit 2.

Section 3. The Mayor and City Clerk of the City of East Peoria are hereby authorized and directed to execute the ECH Permanent Easement and to execute the City Water Main Easement, together with such changes or modifications to each easement document as the Mayor in his discretion may approve, as confirmation of the acceptance and approval of these Easements and the terms set forth in each easement document. The Mayor or his designee is hereby further authorized to take such action and execute such other documents as may be necessary to conclude the exchange of easements hereby authorized.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION THIS _____ DAY OF _____, 2020.

APPROVED:

Mayor

ATTEST:

City Clerk

EXAMINED AND APPROVED:

Corporation Counsel

EXHIBIT 1

**Permanent Easement -
Tazewell County**

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:

Scott A. Brunton
Miller, Hall & Triggs, LLC
416 Main Street, Suite 1125
Peoria, IL 61602

PERMANENT EASEMENT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration as provided herein, the receipt and sufficiency of which are hereby acknowledged, the **City of East Peoria, Tazewell County, Illinois**, an Illinois municipal corporation ("Grantor" or the "City"), hereby grants, bargains, sells, transfers, and conveys unto **Eastlight Court Hospitality LLC**, an Illinois limited liability corporation ("Grantee" or "ECH LLC"), its successors, and assigns, a Permanent Easement as described herein.

The Grantor owns the real estate described on Exhibit A, attached hereto and made a part hereof (the "City Parcel"). The Grantee owns the real estate described on Exhibit B, attached hereto and made a part hereof (the "ECH Parcel"). The City Parcel and the ECH Parcel are sometimes referred to herein individually as a "Parcel" and collectively as the "Parcels." For the benefit of the ECH Parcel under the terms and conditions as set forth herein, the Grantor hereby provides Grantee with a Permanent Easement on, across, and over said Permanent Easement Area granted under this Easement as depicted in Exhibit C, attached hereto and made a part hereof, and legally described as follows:

Permanent Easement

A part of the West Half, Northwest Quarter of Section 33, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the northeast corner of Lot 5 in Main on Main Extension One (recorded in plat book "EEE" page 70 at the Tazewell County Recorder's Office), said point also being the Point of Beginning;

Thence South 60 degrees 27 minutes 45 seconds West on and along the north line of said Lot 5, 383.45 feet; thence in a southwesterly direction on and along said north line of Lot

5, along a non-tangent curve to the left, having a radius of 660.00 feet and an arc length of 105.33 feet, being subtended by a chord bearing South 55 degrees 52 minutes 27 seconds West, 105.22 feet to the northwest corner of said Lot 5; thence North 37 degrees 40 minutes 47 seconds East, 65.69 feet; thence North 55 degrees 11 minutes 03 seconds East, 134.26 feet; thence North 60 degrees 27 minutes 48 seconds East, 264.71 feet; thence South 74 degrees 32 minutes 12 seconds East, 41.53 feet to the Point of Beginning and containing 11,861 square feet, more or less, or 0.272 acres, more or less.

Part of PIN 01-01-33-100-032

EASEMENT

1. Grant of Easements.

(a) Access and Parking. The Grantor hereby grants to the Grantee a perpetual easement appurtenant to and for the benefit of the ECH Parcel on, over, and across the Easement Area for parking and driveway areas for vehicular and pedestrian access and use and for landscaping purposes incident to the primary use of the ECH Parcel, including paved areas with striping, curbs, and sidewalks, and landscaping of the non-paved areas.

(b) Drainage. The Grantor hereby further grants the Grantee, as an easement appurtenant to and for the benefit of the ECH Parcel, a non-exclusive, perpetual, easement for the drainage of storm water from the ECH Parcel over and across the Easement Area onto the City Parcel. The parties agree that neither shall take any action, without the prior written consent of the owner of the other Parcel, which would alter the course of storm water drainage as such drainage shall exist across the two Parcels after the completion of the infrastructure improvements to the City Parcel along Altorfer Lane (including storm water drainage improvements) that are being constructed in conjunction with and to assist with the Grantee's development of the ECH Parcel.

(c) Utility Easements. The Grantor, with prior notice to the Grantee, may use the Easement Area for the location of water, gas, electric, telecommunication, and other utility lines, provided any damage to improvements upon the Easement Area shall be repaired back to its original state by the Grantor. The Grantee, with prior written consent from the Grantor, may use the Easement Area for the location of water, gas, electric, telecommunication, and other utility lines that service the Grantee's facilities and structures on the ECH Parcel.

2. Changes to Easement Area. Upon the Grantee's completion of the initial improvements for parking, driveway access, and landscaping on the Easement Area, the Grantee shall make no material changes to the parking areas, drive lanes, or landscaped areas on the Easement Area without the written consent of the Grantor. Further, no portion of the Easement may be used for other improvements or for outdoor sales, storage, or special events without the written consent of the Grantor.

3. Maintenance of Easement Area.

(a) General Maintenance. The Grantee shall maintain the Easement Area and the improvements thereon at its individual direction and expense in a first-class condition, including without limitation the following items: all parking areas, curbs, drives, and sidewalks located on the Easement Area, including snow removal, striping and paving, and mowing, trimming and landscaping of non-paved areas. All contractors and subcontractors performing such maintenance work shall be properly licensed and insured at the same level required of the Grantee as set forth herein.

(b) Failure to Perform Maintenance. To the extent the Grantee fails to provide necessary maintenance or repair of the Easement Area as provided herein, the Grantor, after providing thirty (30) days prior notice to Grantee with the opportunity to cure, may complete the required maintenance or repair at Grantor's expense and charge the cost of the same to the Grantee. If the Grantor is not reimbursed by the other party in full within thirty (30) days following notice and request for reimbursement with copies of all relevant invoices, the Grantor may file a lien against the ECH Parcel for the cost of recovery of the same and may enforce its lien in the same manner as a judgment lien creditor.

4. Indemnity and Insurance.

(a) Grantee shall indemnify and hold harmless the Grantor, its officers, employees, representatives, and agents from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from the Grantee's use of the Easement Area as provided herein, except for any such liability, loss, damage, costs and expenses arising in whole or in part from the acts of the Grantor or its agents.

(b) Grantee shall procure for the Easement Area commercial general public liability insurance in an amount not less than \$2,000,000 in the aggregate and of a type and from a company reasonably acceptable to Grantor. Such insurance shall name the Grantor as a named insured. Grantee shall, from time to time upon the request of the Grantor, furnish to the Grantor a policy or certificate evidencing such coverage, which policy or certificate shall state that such insurance coverage may not be reduced, cancelled, or allowed to expire without at thirty (30) days' prior written notice to the Grantor.

5. Change in Use of ECH Parcel. Should the use of the ECH Parcel change from its intended use as a hotel or similar business operation for a continuous period of one year or longer, the Grantor shall have the right to revoke and other terminate this Easement with ninety (90) days' written notice to Grantee. While the ECH Parcel continues its use as a hotel or similar business operation, the Grantor shall have no right to revoke or terminate this Easement.

6. Real Estate Taxes. Beginning with tax year 2020 (payable 2021), should the Grantor incur any property tax liability as a result of this Easement, the Grantee shall reimburse in full the Grantor for this tax liability within forty-five (45) days after receiving notice from the Grantor that the Grantor has paid this property tax liability.

ACCEPTANCE

Eastlight Court Hospitality LLC, an Illinois limited liability corporation, accepts the foregoing grant and easements and its terms and conditions stated herein.

IN WITNESS WHEREOF, Eastlight Court Hospitality LLC has caused the Acceptance to be executed by its Manager this _____ day of _____, 20____.

By: _____
Its Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be a Manager of **Eastlight Court Hospitality LLC**, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument on behalf of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, A.D. 20____.

Notary Public

**EXHIBIT A:
Legal Description of City Parcel**

A part of the W 1/2 of the NW 1/4 of Section 33, T 26 N, R 4 W, of the 3rd P.M., described as follows:

Commencing at the Northwest corner of said Section 33; thence N 89°44'28" E along the North line of the NW 1/4 of said Section 33, a distance of 250.00 feet to a point on the East line of a certain 250 foot wide spillway; thence S 0°29'32" E along the East line of said spillway a distance of 1533.88 feet to a point on the Northeasterly R.O.W. line of S.B.I. Route 8 (Camp Street) and the Point of Beginning of the tract to be described; thence Southeasterly along the Northeasterly R.O.W. line of said S.B.I. Route 8 along a curve to the left, having a radius of 5615.00 feet, for an arc distance of 70.61 feet to the most Westerly corner (P.O.B.) of a tract of land as shown on Plat of Resurvey recorded in Book "RR", Page 113 in the Tazewell County Recorder's Office; thence N 52°21'49" E, a distance of 28.58 feet; thence N 15°37'46" E, a distance of 318.90 feet; thence N 27°20'46" E, a distance of 127.70 feet; thence N 52°16'46" E, a distance of 61.35 feet; thence N 60°56'31" E along the Northwesterly line of a tract of land as shown on Plat of Survey recorded in Book "OO", Page 66 in the Tazewell County Recorder's Office, a distance of 309.66 feet; thence N 60°34'09" E along said Northwesterly line, a distance of 405.26 feet to a point on the Southwesterly R.O.W. line of F.A. Route #9 (Interstate Route 74); thence Northwesterly along the Southwesterly R.O.W. line of said S.B.I. Route #9, a distance of 85.41 feet to the Southeast corner of Lot 6 in T.P. & W. Industrial District 5, as shown on Plat of Survey recorded in Book "HH", Page 296 in the Tazewell County Recorder's Office; thence S 60°30'30" W along the Southerly line of Lots 6 & 7 in said T.P. & W. Industrial District 5, a distance of 966.47 feet, more or less, to a point on the East line of said spillway a distance of 325 feet, more or less, to the Point of Beginning, situated in Tazewell County, Illinois.

PIN 01-01-33-100-032

EXHIBIT B:
Legal Description of ECH LLC Parcel

Lot 5 of Main on Main Extension One, a Re-Subdivision of Lots 2, 3, and vacated Eastlight Drive (lying between said Lots and 3) of Main on Main, being a Subdivision of Part of the Northwest Quarter of Section Thirty-three (33), Township Twenty-six (26) North, Range Four (4) West of the Third Principal Meridian, as shown on the Final Plat thereof recorded in Plat Book "EEE", Page 70, situated Tazewell County, Illinois;

PIN 01-01-33-107-006

EXHIBIT C: Map of Easement Area

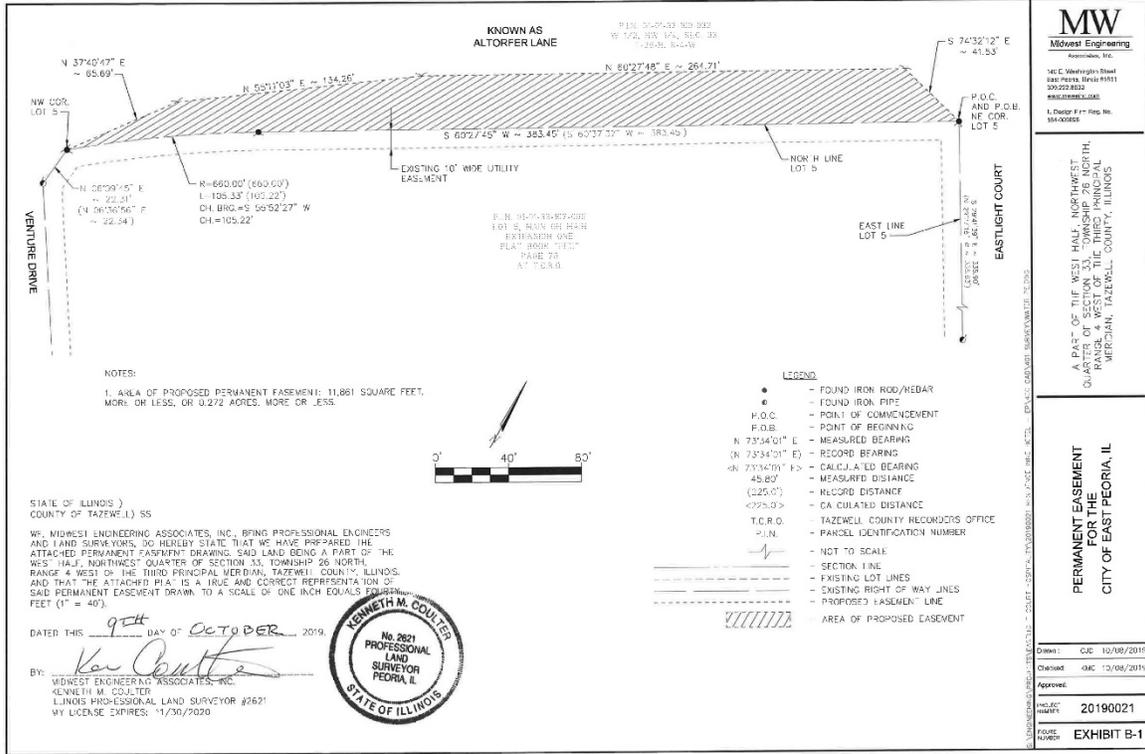


EXHIBIT 2

**Permanent Water Main Easements -
Tazewell County**

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING MAIL TO:

Scott A. Brunton
Miller, Hall & Triggs, LLC
416 Main Street, Suite 1125
Peoria, IL 61602-1161

PERMANENT WATER MAIN EASEMENTS

That in consideration of Ten Dollars (\$10.00) and other good and valuable consideration as provided herein, the receipt and sufficiency of which are hereby acknowledged, **Eastlight Court Hospitality LLC**, an Illinois limited liability corporation (“Grantor”) hereby grants, bargains, sells, transfers, and conveys unto the **City of East Peoria, Tazewell County, Illinois**, an Illinois municipal corporation (“Grantee”), its successors, and assigns, two (2) Permanent Water Main Easements as described herein with the right to survey, erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, upgrade, expand, and/or remove from time to time Water Main along with all necessary Appurtenances (hereinafter referred to as the “Facilities”) over, under, across and through the Property of the Grantor situated in Tazewell County, State of Illinois, and described in Exhibit A, attached hereto and incorporated by reference.

With said the Permanent Water Main Easement Areas granted under this Utility Easement being depicted in Exhibit B, attached hereto and incorporated by reference, and legally described as follows:

Permanent Water Main Easement No. 1

Part of Lot 5 of Main on Main Extension One (recorded in plat book "EEE" page 70 at the Tazewell County Recorder's Office), being a part of the Northwest Quarter of Section 33, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the northeast corner of said Lot 5 in Main on Main Extension One (recorded in plat book "EEE" page 70 at the Tazewell County Recorder's Office), thence South 60 degrees 27 minutes 45 seconds West on and along the north line of said Lot 5, 36.25 feet; thence South 29 degrees 49 minutes 26 seconds East, 10.00 feet to the south

line of an existing utility easement as shown on said Main on Main Extension One, being the Point of Beginning of Permanent Water Main Easement No. 1;

Thence South 29 degrees 49 minutes 26 seconds East, 123.21 feet; thence North 60 degrees 21 minutes 20 seconds East, 25.95 feet to the west line of said existing 10 foot wide utility easement as shown on said Main on Main Extension One; thence South 29 degrees 41 minutes 39 seconds East on and along said west line of an existing 10 foot wide utility easement, 10.00 feet; thence South 60 degrees 21 minutes 20 seconds West, 35.93 feet; thence North 29 degrees 49 minutes 26 seconds West, 133.23 feet to said south line of an existing utility easement; thence North 60 degrees 27 minutes 45 seconds East on and along said south line of an existing utility easement, 10.00 feet to the Point of Beginning and containing 1,591 square feet, more or less, or 0.037 acres, more or less.

Part of PIN 01-01-33-107-006

AND

Permanent Water Main Easement No. 2

Part of Lot 5 of Main on Main Extension One (recorded in plat book "EEE" page 70 at the Tazewell County Recorder's Office), being a part of the Northwest Quarter of Section 33, Township 26 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, and being more particularly described as follows:

Commencing at the northeast corner of said Lot 5 in Main on Main Extension One (recorded in plat book "EEE" page 70 at the Tazewell County Recorder's Office), thence South 60 degrees 27 minutes 45 seconds West on and along the north line of said Lot 5, 261.75 feet; thence South 30 degrees 21 minutes 29 seconds East, 10.00 feet to the south line of an existing utility easement as shown on said Main on Main Extension One, being the Point of Beginning of Permanent Water Main Easement No. 2;

Thence South 30 degrees 21 minutes 29 seconds East, 206.50 feet; thence South 28 degrees 35 minutes 08 seconds East, 116.58 feet; thence South 30 degrees 18 minutes 30 seconds East, 45.64 feet; thence North 59 degrees 31 minutes 37 seconds East, 27.89 feet; thence North 42 degrees 46 minutes 06 seconds East, 68.03 feet; thence North 13 degrees 01 minutes 57 seconds East, 31.69 feet; thence North 06 degrees 05 minutes 30 seconds East, 44.89 feet; thence North 44 degrees 44 minutes 10 seconds East, 35.90 feet; thence in a northeasterly direction along a tangent curve to the right, having a radius of 45.00 feet and an arc length of 34.46 feet, being subtended by a chord bearing North 66 degrees 40 minutes 27 seconds East, 33.62 feet; thence North 00 degrees 58 minutes 03 seconds West, 13.88 feet; thence North 89 degrees 01 minutes 57 seconds East, 10.00 feet; thence South 00 degrees 58 seconds 03 minutes East, 14.93 feet; thence in a southeasterly direction along a tangent curve to the right, having a radius of 45.00 feet and an arc length of 15.67 feet, being subtended by a chord bearing South 68 degrees 34 minutes 52 seconds East, 15.59 feet; thence South 58 degrees 36 minutes 13 seconds East, 9.88 feet; thence in a southeasterly direction along a tangent curve to the right, having a radius of 45.00 feet and an arc length of 22.32 feet, being subtended by a chord bearing South 44 degrees 23 minutes 49 seconds East, 22.09 feet; thence South 30 degrees 11 minutes 26

seconds East, 6.74 feet; thence North 53 degrees 49 minutes 54 seconds East, 7.50 feet to the westerly line of an existing 10 foot wide utility easement as shown on said Main on Main Extension One; thence South 00 degrees 54 minutes 38 seconds East on and along said westerly line of an existing 10 foot wide utility easement, 19.87 feet to the southerly line of said Lot 5; thence South 55 degrees 34 minutes 50 seconds West on and along said southerly line of Lot 5, 23.56 feet; thence North 06 degrees 16 minutes 31 seconds East, 26.51 feet; thence North 30 degrees 11 minutes 26 seconds, 3.71 feet; thence in a northwesterly direction along a tangent curve to the left, having a radius of 35.00 feet and an arc length of 17.36 feet, being subtended by a chord bearing North 44 degrees 23 minutes 49 seconds West, 17.18 feet; thence North 58 degrees 36 minutes 13 seconds West, 9.88 feet; thence in a westerly direction along a tangent curve to the left, having a radius of 35.00 feet and an arc length of 46.83 feet, being subtended by a chord bearing South 83 degrees 03 minutes 59 seconds West, 43.41 feet; thence South 44 degrees 44 minutes 10 seconds West, 32.39 feet; thence South 06 degrees 05 minutes 30 seconds West, 41.99 feet; thence South 13 degrees 01 minutes 57 seconds West, 34.95 feet; thence South 42 degrees 46 minutes 06 seconds West, 72.16 feet; thence South 59 degrees 31 minutes 37 seconds West, 7.22 feet; thence South 30 degrees 28 minutes 23 seconds East, 25.91 feet; thence South 59 degrees 31 minutes 37 seconds, 10.00 feet; thence North 30 degrees 28 minutes 23 seconds West, 25.91 feet; thence South 59 degrees 31 minutes 37 seconds West, 22.17 feet; thence North 30 degrees 18 minutes 30 seconds West, 55.82 feet; thence North 28 degrees 35 minutes 08 seconds West, 116.58 feet; thence North 30 degrees 21 minutes 29 seconds West, 206.49 feet to said south line of an existing utility easement; thence North 60 degrees 27 minutes 45 seconds East on and along said south line of an existing utility easement, 10.00 feet to the Point of Beginning and containing 7,553 square feet, more or less, or 0.173 acres, more or less.

Part of PIN 01-01-33-107-006

It is understood and agreed that the consideration herein stated shall be full consideration due the Grantor, successors and assigns, from said Grantee for going upon said Property and installing and maintaining said Facilities within both permanent easement areas as defined and described herein, and that Grantee shall be liable for any damage that may result in the future by virtue of same being located upon the property herein described. The Facilities and any and all Appurtenances to said Facilities, except _____ water valves, will be constructed below grade such that the Grantor can continue to use the property improved with paving (parking areas or pedestrian walkways), fenced sports court area, transformer pad, or dumpster enclosure, or as open landscaped, green space. Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, its successors and assigns

Grantor reserves the right to use and enjoy its interest in the permanent easement areas insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of said Facilities. Grantor shall keep said easement areas free from buildings and any other structures or obstructions which will interfere with the Grantee in excavating upon said Property for the purpose of laying, constructing, reconstructing, operating, repairing, replacing, expanding, and maintaining such water mains, structures, conduits and appurtenances; and no

ACCEPTANCE

The City of East Peoria, an Illinois municipal corporation, located in Tazewell County, Illinois, accepts the foregoing grant and easements and its terms and conditions stated herein.

IN WITNESS WHEREOF, the City of East Peoria has caused the Acceptance to be executed by its Mayor and City Clerk this _____ day of _____, 20____.

Mayor

Attest: _____
City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that JOHN P. KAHL and MORGAN R. CADWALADER personally known to me to be the Mayor and City Clerk of **City of East Peoria**, an Illinois municipal corporation, 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said corporate entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, A.D. 20____.

Notary Public

EXHIBIT A:
Legal Description of the Property

Lot 5 of Main on Main Extension One, a Re-Subdivision of Lots 2, 3, and vacated Eastlight Drive (lying between said Lots and 3) of Main on Main, being a Subdivision of Part of the Northwest Quarter of Section Thirty-three (33), Township Twenty-six (26) North, Range Four (4) West of the Third Principal Meridian, as shown on the Final Plat thereof recorded in Plat Book "EEE", Page 70, situated Tazewell County, Illinois;

PIN 01-01-33-107-006

EXHIBIT B: Map of Easement Areas (Part 1)

