

**AN ORDINANCE APPROVING AN EASEMENT  
(AMEREN)**

*BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE  
VILLAGE OF SHERMAN, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:*

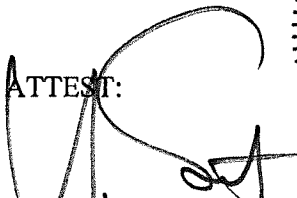
**SECTION 1:** Ameren has requested that the Village clarify the terms of an easement in the vicinity of Charter Oak and Birch Lake. The Village Board, having reviewed the proposed easement, a copy of which is attached hereto, hereby approves the easement, upon payment of \$1450, as offered by Ameren.

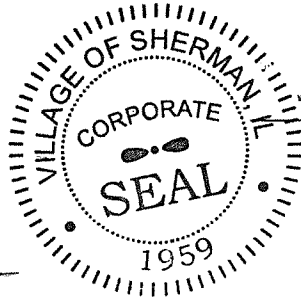
**SECTION 2:** The President and Clerk are authorized and directed to execute all documents to effectuate this easement.

**SECTION 3:** This Ordinance is effective immediately.

PASSED this 21 day of JUNE, 2022.

ATTEST:

  
\_\_\_\_\_  
Village Clerk



  
\_\_\_\_\_  
VILLAGE PRESIDENT

AYES : 06  
NAYS: 0  
PASSED: 6-0  
APPROVED: 6-0  
ABSENT: 0

**ORDINANCE CERTIFICATE**

STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF SANGAMON                )

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Sherman, Sangamon County, Illinois.

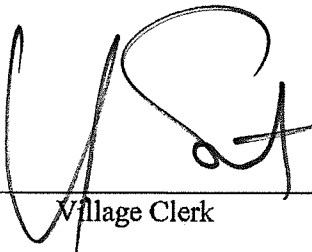
I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 22- 08, adopted by the President and Board of Trustees of said Village on the 21 day of JUNE, 2022, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN EASEMENT  
(AMEREN)**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 21 day of JUNE, 2022.



  
\_\_\_\_\_  
Village Clerk

This area to be used for recording information only.

Agreement ID: \_\_\_\_\_  
Project ID: \_\_\_\_\_  
Line Name: San Jose - Interstate

**TRANSMISSION EASEMENT**  
(Illinois)

For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration which Grantee promises to pay within ninety (90) days from (i) the Effective Date or (ii) the release of, or subordination to, this Easement by the holders of any liens or encumbrances of record, whichever date is later, The Village of Sherman, an Illinois Municipal Corporation, its successors and assigns, hereinafter referred to as Grantor, whether one or more and whether an individual, individuals, or a corporation does hereby grant, bargain, sell, warrant, convey, and confirm unto AMEREN ILLINOIS COMPANY D/B/A AMEREN ILLINOIS, its successors and assigns, hereinafter referred to as Grantee, a perpetual Easement, with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors, to survey, stake, construct, reconstruct, erect, place, keep, operate, maintain, repair, inspect, patrol, renew, add to the number of and relocate at will, at any time, and from time to time, a line or lines consisting of towers, poles, conduits, and appurtenances, crossarms, wires, cables, transformers, anchors, guy wires, foundations, footings, and any other necessary fixtures, equipment, and appurtenances for the purpose of transmitting electric energy or other power, and for telecommunications, in, on, upon, along, over, through, across, and under the following-described lands situated in Sangamon County, Illinois.

07-30.0-300-026

The location or footprint of said Easement being more particularly and legally described and depicted on Exhibit "A" attached hereto and made a part hereof (the "Easement Area").

Together with the perpetual right, permission, privilege, and authority in Grantee, its agents, contractors, and subcontractors to: Trim, cut, clear, or remove, at any time and by any means, within or on either side of the Easement Area or the premises of the Grantor adjoining the same, any trees, brush, and obstructions which, in the judgment of Grantee, may endanger the safety of or interfere with Grantee's exercise of the rights herein conveyed; to use reasonable working space adjacent to said Easement Area during construction, reconstruction, operation, maintenance, repair, renewal, or removal of Grantee's facilities; to remove, at Grantee's option at any time, any or all of Grantee's facilities erected in, on, upon, over, and under the herein described Easement Area; and the right of ingress and egress to, from, and over the herein described Easement Area and any of the adjoining lands of the Grantor at any and all times for doing anything necessary or convenient in the exercise of the rights herein conveyed or to access Easements on adjoining parcels.

Approved by Ameren Legal Services August 2018  
Easement No. 230.02

Line Name: San Jose - Interstate  
Orig REMS ID: 035141-338817

Line No.: 1318

The Grantor agrees that it will not erect any building or structure or create or permit any hazard or obstruction of any kind or character which, in the judgment of Grantee, will interfere with Grantee's exercise of the rights herein conveyed.

The Grantor warrants and covenants unto Grantee that, subject to liens and encumbrances of record at the date of this Easement, it is the owner of the above-described land and has the full right and authority to grant this Easement, and that Grantee may quietly enjoy the premises for the uses set forth above.

The Grantee shall be responsible for actual damages occurring to the Easement Area or other premises of the Grantor as a result of Grantee's exercise of the rights herein conveyed (except the trimming, cutting, clearance, or removal of trees, brush, and other obstructions) and shall, in Grantee's sole discretion, either repair and restore or reimburse the owner thereof for such loss or damages.

This Easement shall be governed by the laws of the State of Illinois.

TO HAVE AND TO HOLD the Easement aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, agents, contractors, and subcontractors, forever.

This Easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns.

The Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the said Grantor has hereunto caused this Easement to be signed this 21 day of

JUNE, 2022



By:

Signature

Name: The Village of Sherman, an Illinois Municipal Corporation

Title:

President

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IL  
COUNTY OF SANGAMON } SS

On this 21 day of JUNE, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

[Signature]

Trevor CORTALU  
WBC TRS

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	<input checked="" type="checkbox"/> Title(s) of Officer(s):	<input type="checkbox"/> Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	<u>President</u>		<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)			<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact			
<input type="checkbox"/> Conservator(s)			
<input type="checkbox"/> Guardian(s)			

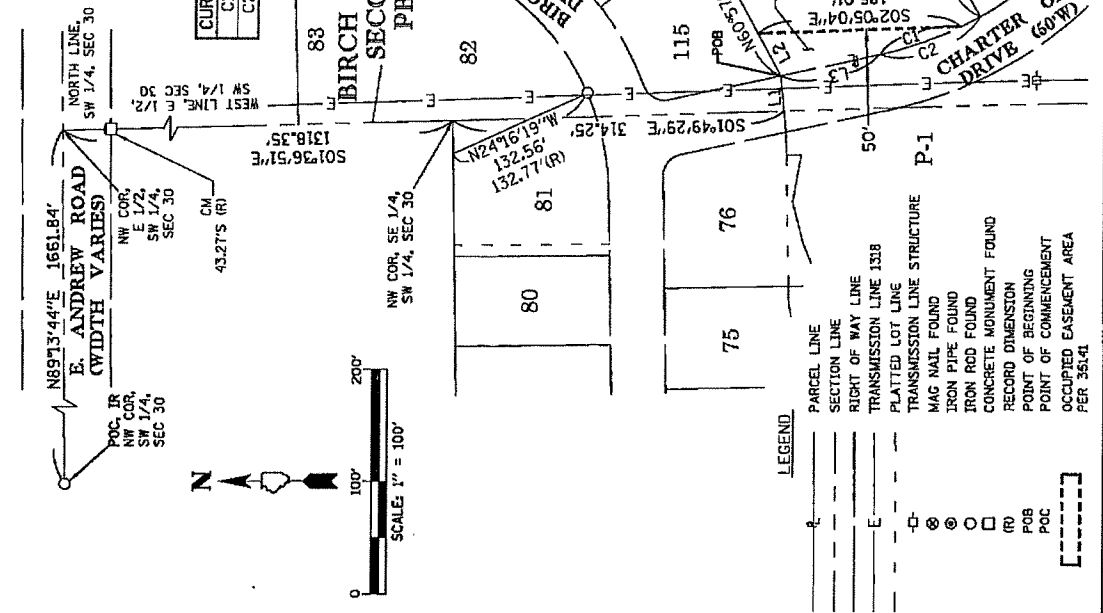
MAY 19 2026  
My Commission Expires

[Signature]  
Notary Public

Prepared by: Volkert, Inc. - Morgan Hobbs  
1500 Eastport Plaza Dr., Suite 200  
Collinsville, IL 62234

Return to: Volkert, Inc. - Teresa McClure  
1500 Eastport Plaza Dr., Suite 200  
Collinsville, IL 62234

**"EXHIBIT A"**



LINE	BEARING	DISTANCE
L1	N83°59'22"E	31.62'
L2	N60°57'35"E	43.41'
L3	N12°03'48"W	91.70'
L4	N35°08'25"W	36.07'(R)

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	325.00'(R)	78.60'	N18°59'30"W	78.41'
C2	325.00'(R)	97.80'	N20°41'05"W	97.44'

- NOTES:**
1. BEARINGS SHOWN HEREON ARE BASED ON THE ILLINOIS COORDINATE SYSTEM, WEST ZONE (NAD83-2011-EPOCH 2010.0)
  2. FIELD WORK COMPLETED NOVEMBER OF 2020.
  3. THIS EXHIBIT DOES NOT MEET THE ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS WITH RESPECT TO THE REMAINDER OF THE PARENT PARCEL. ALL DIMENSIONS SHOWN FOR THE REMAINDER OF THE PARENT PARCEL ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
  4. THIS EXHIBIT DOES NOT CONTAIN COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES, ENCROACHMENTS, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.
  5. DOCUMENTS, DEED BOOKS, AND/OR VOLUMES SHOWN HEREON ARE PER SANGAMON COUNTY RECORDS.

**EASEMENT LEGAL DESCRIPTION:**

A STRIP OF LAND BEING PART OF THE EAST ONE HALF OF THE SOUTHWEST ONE QUARTER OF SECTION 30, TOWNSHIP 17 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD MARKING THE NORTHWEST CORNER OF THE SOUTHWEST ONE QUARTER OF SECTION 30; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST ONE QUARTER NORTH 66 DEGREES 13 MINUTES 44 SECONDS EAST, 1661.84 FEET TO THE NORTHWEST CORNER OF THE EAST ONE HALF OF THE SOUTHWEST ONE QUARTER THENCE ALONG THE WEST LINE OF THE EAST ONE HALF, SOUTH 01 DEGREE 36 MINUTES 51 SECONDS EAST, 131.06 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 30; THENCE CONTINUING ALONG THE WEST LINE OF THE EAST ONE HALF, SOUTH 01 DEGREE 49 MINUTES 28 SECONDS EAST, 38.42 FEET TO THE SOUTH LINE OF BIRCH LAKES ESTATES SECOND ADDITION; THENCE ALONG THE SOUTH LINE, NORTH 83 DEGREES 59 MINUTES 22 SECONDS EAST, 316.2 FEET TO THE EAST RIGHT OF WAY LINE OF CHARTER OAK DRIVE, 50 FEET WIDE, ALSO BEING THE POINT OF BEGINNING.

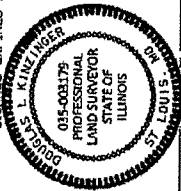
FROM THE POINT OF BEGINNING, THENCE CONTINUING ALONG THE SOUTH LINE, NORTH 60 DEGREES 57 MINUTES 35 SECONDS EAST, 454.1 FEET THENCE SOUTH 02 DEGREES 05 MINUTES 04 SECONDS EAST, 185.01 FEET TO THE SAID EAST RIGHT OF WAY LINE; THENCE ALONG THE EAST RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET AND A CHORD, WHICH BEGINS NORTH 18 DEGREES 59 MINUTES 30 SECONDS WEST, 78.41 FEET, AN ARC DISTANCE OF 78.60 FEET; THENCE CONTINUING ALONG THE SAID EAST RIGHT OF WAY LINE, NORTH 12 DEGREES 03 MINUTES 48 SECONDS WEST, 91.70 FEET TO THE POINT OF BEGINNING SAID PARCEL CONTAINS 0.095 ACRES, MORE OR LESS, OF WHICH 0.095 ACRES, MORE OR LESS, HAS BEEN PREVIOUSLY OCCUPIED FOR EASEMENT PURPOSES.

*Douglas L. Kinzinger* 03/04/2021  
 DOUGLAS L. KINZINGER  
 ILLINOIS PROFESSIONAL LAND SURVEYOR 035-003179  
 LICENSE EXPIRES 11/30/22

SHEET 1 OF 2

AMEREN ILLINOIS  
 SAN JOSE - INTERSTATE CLINE 131B)  
 TAX ID NO. 07-30.0-300-026  
 SANGAMON COUNTY, ILLINOIS

Debra Ann # 184-00048  
 800 South 14th East #310  
 S. LOUIS, ILLINOIS 62410  
 P (618) 594-1080 / F (618) 594-1083

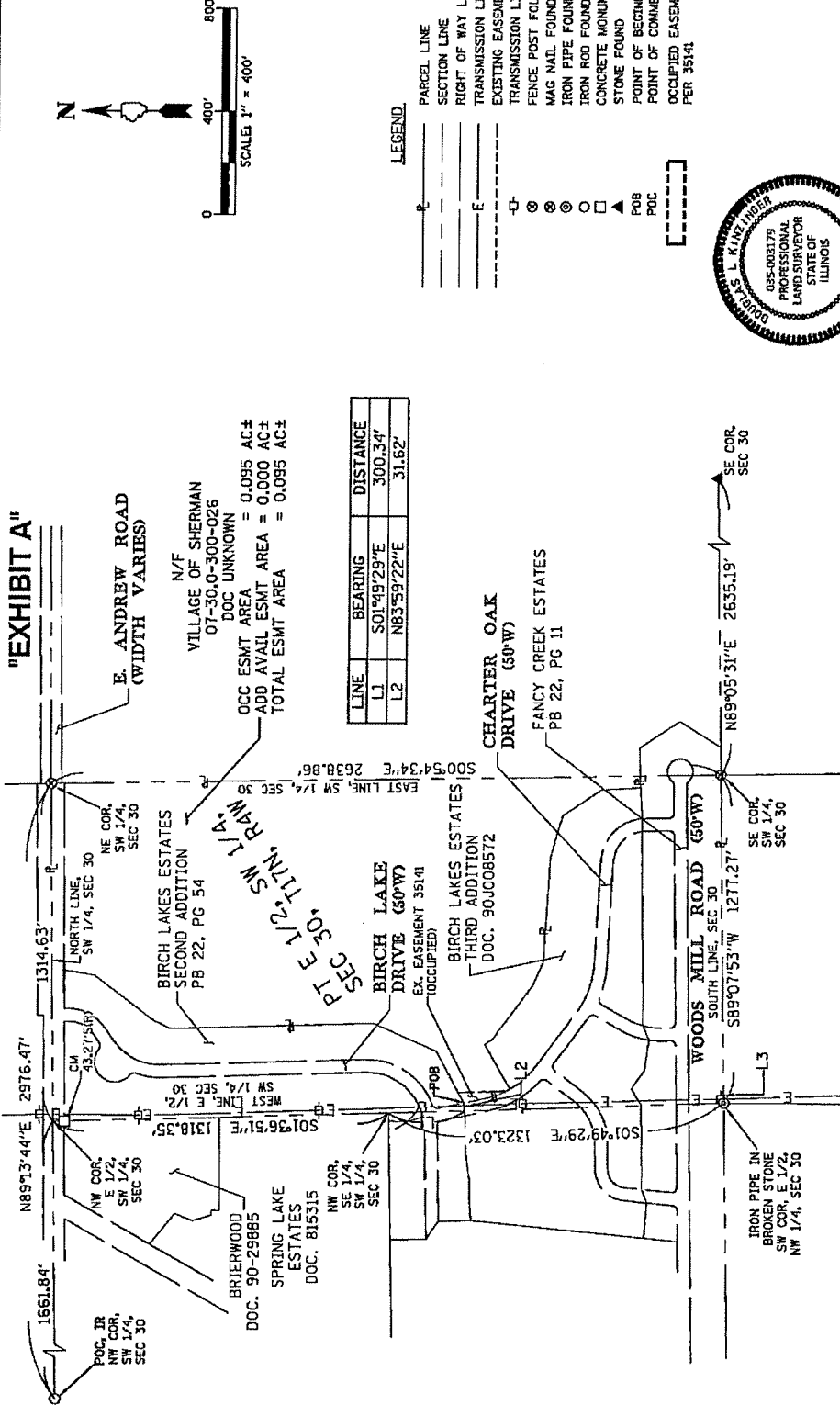


VILLAGE OF SHERMAN  
 07-30.0-300-026  
 DOC UNKNOWN  
 OCC ESMT AREA = 0.095 AC±  
 ADD AVAIL ESMT AREA = 0.000 AC±  
 TOTAL ESMT AREA = 0.095 AC±  
 (SEE SHEET 2 FOR TOTAL HOLDINGS)

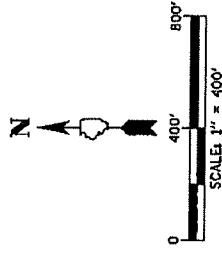
BIRCH LAKES ESTATES  
 THIRD ADDITION  
 DOC. 90J008572

- LEGEND:**
- PARCEL LINE
  - SECTION LINE
  - - - RIGHT OF WAY LINE
  - - - TRANSMISSION LINE 131B
  - - - PLATTED LOT LINE
  - - - TRANSMISSION LINE STRUCTURE
  - ⊖ MAG NAIL FOUND
  - ⊙ IRON PIPE FOUND
  - ⊙ IRON ROD FOUND
  - ⊙ CONCRETE MONUMENT FOUND
  - ⊙ RECORD DIMENSION FOUND
  - (R) POINT OF BEGINNING
  - POB POINT OF COMMENCEMENT
  - POC OCCUPIED EASEMENT AREA
  - [ ] PER 351.4

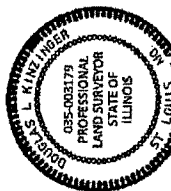
**"EXHIBIT A"**



LINE	BEARING	DISTANCE
L1	S01°49'29\"E	300.34'
L2	N83°59'22\"E	31.62'



- LEGEND**
- PARCEL LINE
  - SECTION LINE
  - RIGHT OF WAY LINE
  - TRANSMISSION LINE 1318
  - EXISTING EASEMENT LINE
  - TRANSMISSION LINE STRUCTURE
  - ⊕ FENCE POST FOUND
  - ⊙ MAG NAIL FOUND
  - ⊙ IRON PIPE FOUND
  - ⊙ IRON ROD FOUND
  - CONCRETE MONUMENT FOUND
  - ▲ STONE FOUND
  - ▲ POINT OF BEGINNING
  - ▲ POINT OF COMMENCEMENT
  - OCCUPIED EASEMENT AREA PER 3544.



*Douglas J. Kline*  
 03/04/2021

LIC EXP 11/30/22

SHEET 2 OF 2

AMIEREN ILLINOIS  
 SAN JOSE - INTERSTATE LINE 1318  
 TAX ID NO. 07-30.0-300-026  
 SANGAMON COUNTY, ILLINOIS

Design Firm # 16-000485  
 800 South Vandeventer  
 Springfield, IL 62710  
 P (618) 554-1030 F (618) 554-1053