

ORDINANCE NO. 1087

AN ORDINANCE APPROVING A REVISED EASEMENT BETWEEN
THE VILLAGE OF MACKINAW, TAZEWELL COUNTY ILLINOIS
AND U.S. CONVEYOR TECHNOLOGIES MFG., INC.

WHEREAS, the Village of Mackinaw previously authorized the grant of an easement to U.S. Conveyor Technologies MFG., Inc. ("U.S. Conveyor") over a portion of the property assigned PIN 13-13-18-400-036; and

WHEREAS, subsequent to the prior authorization for the issuance of an easement, US Conveyor requested revisions to the scope and duration of the easement to permit a portion of their building footing for an intended addition to their property to be located within the easement premises; and

WHEREAS, the Village and desires to grant to U.S. Conveyor the Easement on revised terms, and the Village has negotiated with U.S. Conveyor the terms of a revised easement agreement; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Mackinaw, Tazewell County, Illinois, as follows:

SECTION 1: The President and Board of Trustees hereby approve the Easement Agreement attached hereto as Exhibit A and authorize and direct the Village President and Village Clerk to take the necessary steps to finalize and execute the Easement Agreement on behalf of the Village, on the express condition precedent that US Conveyor remit to the Village reimbursement for all legal fees incurred by the Village in connection with the preparation of this easement.

SECTION 2: Ordinance No. 1085 is repealed in its entirety.

SECTION 3: This Ordinance shall be effective upon passage and publication as required by law.

PASSED by the President and Board of Trustees of the Village of Mackinaw, Tazewell County, Illinois this 9th day of February, 2026, by at least $\frac{3}{4}$ of the Trustees then holding office.


Josh Schmidgall, Village President

ATTEST:



Lisa Spencer – Village Clerk

AYES:	<u>5</u>
NAYS:	<u>0</u>
ABSENT:	<u>1</u>

THIS DOCUMENT PREPARED BY
McGrath Law Office, P.C.
113 S. Main, P.O. Box 139
Mackinaw, Illinois 61755

RETURN DOCUMENT TO:
McGrath Law Office, P.C.
113 S. Main, P.O. Box 139
Mackinaw, Illinois 61755

EASEMENT

For Recorder Use Only

DRAINAGE EASEMENT

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, THE VILLAGE OF MACKINAW, ILLINOIS, an Illinois municipal corporation ("GRANTOR"), for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, and of the covenants and agreements herein expressed, does hereby grant unto U.S. CONVEYOR TECHNOLOGIES MFG., INC., an Illinois corporation, its successors and assigns ("GRANTEE"), an easement in, over, and across the premises described as follows ("Easement Premises"):

SEE EASEMENT PLAT AND LEGAL DESCRIPTION ATTACHED.

Part of PIN: 13-13-18-400-036

Situated in the Village of Mackinaw, the County of Tazewell, and State of Illinois.

The easement granted herein shall be subject to the following terms and conditions:

1. **Purpose.** Said easement is for the purpose of the installation, maintenance, construction and repair drainage infrastructure on the Easement Premises, as well as construction of a portion of a footing for intended construction of a building addition to adjoining property, owned by Grantee.
2. **Grant of Easement.** The Grantor hereby grants to the Grantee, its contractors and assigns, a perpetual easement and the right of reasonable ingress and egress over the lands of the Grantor as necessary for performing earthwork and other improvements within the Easement Premises. The Grantee shall, at its sole cost, construct, install, and maintain all improvements or drainage infrastructure placed on the Easement Premises and shall indemnify and hold the Grantor harmless from any claims or damages arising from such activities.
3. **Installation and Construction.** Grantee agrees that all work shall be performed in a

good and workmanlike manner, under the direction and control of the Grantee, and at no expense to the Grantor. All work shall conform to engineered plans approved in advance and in writing by the Grantor, which approval shall not be unreasonably withheld. Grantee shall provide at least ten (10) days' written notice prior to commencement of any construction. Upon completion, Grantee shall furnish as-built plans to the Grantor. Except for the building footing and permanent stormwater improvements, no other permanent structures shall be constructed within the Easement Premises.

4. Restoration. Upon completion of any activity under this Easement, the Grantee shall promptly restore the Easement Premises to a clean, level, and reasonably comparable condition to that existing prior to such activity, within thirty (30) days after completion, and shall reseed or re-sod disturbed areas.
5. Maintenance. The Grantee shall, at its sole cost, maintain, repair, and replace all improvements constructed or installed by Grantee within the Easement Premises. The Grantor shall have the right to inspect such improvements to ensure compliance with this Easement
6. Termination. In the event the parties hereto, subsequent to the grant of this easement, convey ownership of the Easement Premises from Grantor to Grantee, then the easement shall terminate thereupon. In the absence of such a sale, this easement shall continue and shall run with the land unless and until the Grantee removes all improvements from the Easement Premises, at which time the easement will terminate.
7. Authority to Execute. Each party represents and warrants that it has full right, power, and authority to enter into and perform this Easement Agreement; that all necessary approvals, resolutions, and authorizations required by law have been duly obtained; and that the persons executing this Easement Agreement on behalf of each party are fully authorized to do so and to bind such party to the terms hereof.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their Hands and Seals on February 9, 2026.

GRANTEE:
U.S. CONVEYOR
TECHNOLOGIES
MFG. INC.

By: 
Troy Graves, President

GRANTOR:

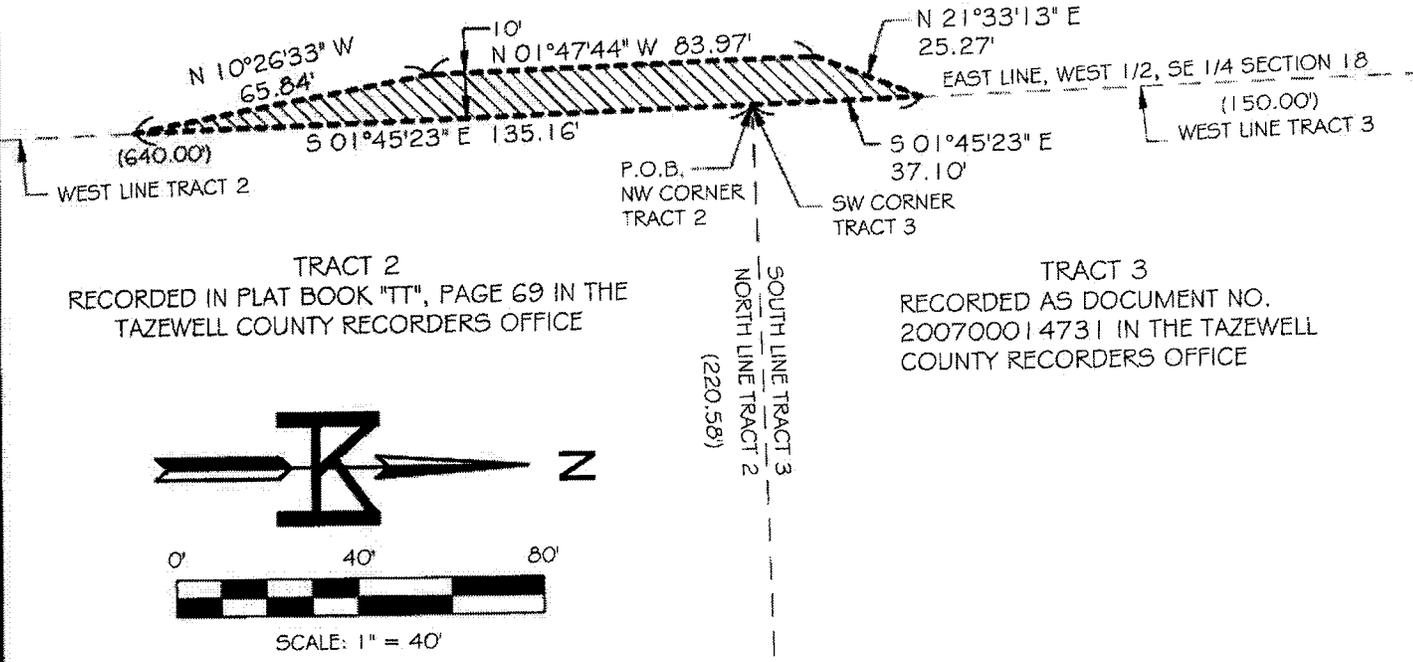
VILLAGE OF MACKINAW

By: 
Josh Schmidgall, Village President



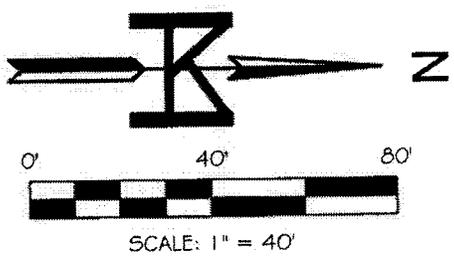
EASEMENT PLAT

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



TRACT 2
RECORDED IN PLAT BOOK "TT", PAGE 69 IN THE
TAZEWELL COUNTY RECORDERS OFFICE

TRACT 3
RECORDED AS DOCUMENT NO.
200700014731 IN THE TAZEWELL
COUNTY RECORDERS OFFICE



LEGEND

- EASEMENT LINE
- ADJACENT PROPERTY LINE
- S 01°45'23" E 135.16' — MEASURED BEARING & DISTANCE
- (220.58') — RECORD DISTANCE
- P.O.B. — POINT OF BEGINNING

DESCRIPTION

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE 2 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 2, RECORDED AS DOCUMENT NO. 200100042036, IN PLAT BOOK "TT", PAGE 69 IN THE TAZEWELL COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING THE POINT OF BEGINNING:

FROM THE POINT OF BEGINNING, THENCE SOUTH 01 DEGREES 45 MINUTES 23 SECONDS EAST, (BEARINGS BASED ON THE ILLINOIS WEST ZONE, NAD 83, 2011 ADJUSTMENT), ALONG THE WEST LINE OF SAID TRACT 2, A DISTANCE OF 135.16 FEET; THENCE NORTH 10 DEGREES 26 MINUTES 33 SECONDS WEST, A DISTANCE OF 65.84 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 44 SECONDS WEST, A DISTANCE OF 83.97 FEET; THENCE NORTH 21 DEGREES 33 MINUTES 13 SECONDS EAST, A DISTANCE OF 25.27 FEET; THENCE SOUTH 01 DEGREES 45 MINUTES 23 SECONDS EAST, A DISTANCE OF 37.10 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 0.029 ACRES, MORE OR LESS OR 1,277 SQUARE FEET, SUBJECT TO ANY EASEMENTS, RESERVATIONS, RESTRICTIONS OR RIGHT OF WAY OF RECORD.

M MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
 5901 N. Prospect Road, Suite 6B Office: (309) 692-8500
 Peoria, Illinois 61614 Fax: (309) 692-8501
 www.mohrandkerr.com Professional Design Firm #184.005091

EASEMENT PLAT		PROJECT NO.
SURVEYED	NA	25-302
DRAWN	JEF	SHEET 1 OF 1
CHECKED	-	DRAWING NO.
SCALE	1"=40'	-
DATE	10-01-25	-