

ORDINANCE NO: 2024-0-012

AN ORDINANCE AUTHORIZING EXECUTION
OF AN TEMPORARY WORK AREA AND ROAD ACCESS
EASEMENT AGREEMENT TO ENERJE, LLC DBA MERIDIAN
PIPELINE SERVICES

BE IT RESOLVED by the Metro East Sanitary District, as follows:

1. That the form and substance of certain Temporary Work Area and Road Access Easement Agreement (the "Agreement"), between the Metro East sanitary District ("Grantor") and the Meridian Pipeline ("Grantee"), for a temporary easement for land, as set forth in the form of an Agreement attached to this Ordinance and made part hereof, is hereby approved.
2. That the proper officials, agents and employees of the Metro East Sanitary District are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the District in accordance with the provision of the Agreement.
3. That all Ordinance or parts of Ordinances in conflict with the provision of this Ordinance are hereby repealed.
4. That this Ordinance shall be in full force and effect from and after its passage as provided by law.

BE IT SO RESOLVED by the Board of Commissioners of the Metro East Sanitary District in meeting duly assembled this 21 day of May, 2024.

Metro East Sanitary District

President

Attest:

Clerk

Project: Enerje, LLC dba Meridian Pipeline Services/Ameren Gateway AC
Section: Mitigation Project Chain of Rocks Levee
Parcel No:
Owner(s): Metro East Sanitary District

TEMPORARY WORK AREA AND ROAD ACCESS EASEMENT

This Temporary Work Area and Road Access Easement (the "Easement") is hereby made by and between the Metro East Sanitary District, Madison and St. Clair Counties, Illinois, a municipal corporation, (hereinafter, the "Grantor") and Enerje, LLC dba Meridian Pipeline Services, (hereinafter, the "Grantee"). For good and valuable consideration of \$113,226.07 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns a temporary easement and right-of-way in, on, over and across the land described in the exhibits hereto (*Exhibit A-F*), for a period not to exceed twenty-four (24) months from the date hereof, for a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land to perform any other work necessary and incident to the Ameren Gateway AC Mitigation Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of way; reserving, however, to the GRANTOR, its successors, heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; and subject, however, to (a) the terms and conditions hereof, (b) all real estate taxes and assessments and personal property taxes for the current year and thereafter; (c) all liens, easements, rights, claims, restrictions, reservations, limitations, covenants, agreements, building lines, right-of-ways, burdens, rights of way, encroachments, encumbrances, and other matters of public record; and (d) any and all zoning laws, ordinances or other governmental restrictions.

GRANTEE will have a qualified contractor conduct a preconstruction inspections, documentation, and continuous monitoring of the conditions of the GRANTOR facilities and infrastructure located within the proximity of the project as shown on Exhibits A-F. Inspections must be conducted in accordance with MESD approved methods and standards furnished to GRANTEE by GRANTOR as of Effective Date. GRANTEE will provide documentation of the inspection of the existing conditions to the GRANTOR prior to the start of the project. Upon completion of the project the GRANTEE will have a qualified contractor conduct post construction inspections and documentation of the conditions to the GRANTORs facilities and infrastructure located within the proximity of the project. Inspections must be conducted in accordance with MESD approved methods and standards.

The work performed by Grantee through exercise of the rights granted herein shall be done pursuant to the guidance and direction of the Army Corp of Engineers and in accordance with all applicable laws and regulations.

Upon the expiration of the temporary easements granted herein, GRANTEE shall cause the restoration of the Grantor's property to a condition equivalent to that existing at the time GRANTEE first accesses such property.

The right, easement and privilege granted herein, shall terminate twelve (24) months

from the Effective Date.

GRANTOR, without limiting the interest above granted and conveyed, does hereby acknowledge that upon receipt of the consideration described above, all claims arising out of the acquisition of the temporary right-of-way and easement described herein have been settled, including any diminution in value to any remaining property of the GRANTOR caused by the opening, improving, and using the above-described premises for the Ameren Gateway AC Mitigation Project excepting restoration costs of GRANTOR's property as provided herein before Notwithstanding the foregoing, this acknowledgment does not waive any claim for trespass or negligence against the GRANTEE or GRANTEE's agents which may cause damage to the GRANTOR's remaining property outside of the areas shown in Exhibits A-F. By its acceptance hereof, GRANTEE agrees to indemnify, defend, and hold harmless GRANTOR for, from and against any and all actions, claims, demands, costs, damages, penalties, and expenses of any kind, including but not limited to court costs and attorneys' fees, which may be brought or made against GRANTOR, its agents, contractors, employees, or invitees by any person or entity whatsoever, or which GRANTOR may pay or incur with respect to any person or entity whatsoever as a result of any negligent act of GRANTEE or its agents, contractors, employees, or invitees in, upon, as a result of GRANTEE's exercise of its rights granted herein.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have executed this instrument this 21 day of May, 2024 (the "Effective Date")

GRANTOR:

METRO EAST SANITARY DISTRICT

A municipal corporation

By: _____

Name: Scott Oney

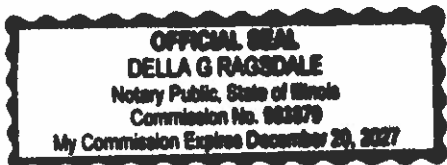
Its: President

STATE OF ILLINOIS)

COUNTY OF MADISON)

This instrument was acknowledged before me on May 21, 2024 by Scott Oney, as President of METRO EAST SANITARY DISTRICT.

(Seal)



Della Ragsdale
Notary Public

Approved as to Form

GRANTOR:
ENERJE, LLC DBA MERIDIAN PIPELINE SERVICES
AN IOWA LLC
By: [Signature]
Name: NEESE MCLAIN
Its: PRESIDENT

STATE OF) Kansas
)
COUNTY OF) Johnson

This instrument was acknowledged before me on May 15th, 2024 by
Neese McLain as President of ENERJE, LLC DBA MERIDIAN
PIPELINE SERVICES AN IOWA LLC

(Seal)



[Signature]
Notary Public