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Image# 005446980014 Type: EASE
Recorded: 01/29/2007 at 01:54:38 PM
Receipt#: 2007-00001784
Total Amt: \$31.00 Page 1 of 14
McLean County, IL
H. Lee Newcom Recorder

File **2007-00002719**

Prepared By & Return To:

City of Le Roy
207 South East Street
Le Roy, IL 61752

Grant of Water Line Easement

CITY OF LE ROY
COUNTY OF McLEAN, STATE OF ILLINOIS

ORDINANCE NO. 07-01-01-42

**AN ORDINANCE ACCEPTING THE GRANT OF WATER
LINE EASEMENT TO THE CITY OF LE ROY**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS
2ND Day of January 2007

PRESENTED: **January 2, 2007**

PASSED: **January 2, 2007**

APPROVED: **January 2, 2007**

RECORDED: **January 2, 2007**

PUBLISHED: **January 2, 2007**

In Pamphlet Form

Voting "Aye" **7**

Voting "Nay" **0**

The undersigned being the duly qualified and Acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned **ordinance** and that such **ordinance** was presented, passed, approved, recorded and published as above stated.

(SEAL)



Sue Marcum

City Clerk of City of Le Roy

Dated: January 2, 2007

ORDINANCE NUMBER 07-01-01-42

WHEREAS, the Mayor and City Council of the City of Le Roy, McLean County, Illinois, an Illinois municipal corporation, find it is necessary for the City to expand and renovate certain sections of its water lines; and

WHEREAS, it is necessary to obtain certain easements for the repair and construction of city water lines,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of City of Le Roy, Illinois, in lawful meeting assembled, as follows:

Section 1. That grant of easement attached hereto, identified as Exhibit "A", and incorporated herein by reference, is hereby approved.

Section 2. The Mayor and City Clerk of the City of Le Roy are hereby directed and authorized to execute the agreement for Grant of Water Line Easement to Municipality, in the original, and several copies, as may be required, retaining at least two signed copies of the contract for the City.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Return to:

Hunt Henderson
Attorney at Law
112 E. Center St.
LeRoy, IL 61752

GRANT OF WATER LINE EASEMENT TO CITY of LEROY

GRANTOR, FIRST UNITED METHODIST CHURCH OF LEROY, INC., successor in interest to the Trustees of the Methodist Episcopal Church of LeRoy, the Methodist Episcopal Church at LeRoy, the Methodist Church at LeRoy, the LeRoy Methodist Church, and the Methodist Church of LeRoy, all of Leroy, Illinois, said GRANTOR also being known from time to time as FIRST UNITED METHODIST CHURCH OF LEROY, a corporation organized and existing under and by virtue of the laws of the State of Illinois, having its principal office at LeRoy, Illinois, of the City of LeRoy, McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, does hereby agree with the City LeRoy, an Illinois municipal corporation, McLean County, Illinois, as follows, and does hereby grant to the City of LeRoy, McLean County, Illinois (hereinafter referred to as CITY), a Permanent Easement across the following-described premises (hereinafter referred to as the "Easement Premises"):

The East 10 feet of Lots 3 and 6 and the East 10 feet of the vacated alley between the aforesaid Lots 3 and 6, all in Block 9 of the Original Town, now City, of LeRoy, McLean County, Illinois (PIN:{Bk. 15} 30-21-166-001, and {Bk. 15} 30-21-166-003, underlying lands),

over the premises described in Exhibit A, attached hereto and incorporated herein by this reference, for the purpose of surveying, constructing, reconstructing, installing, operating, maintaining, controlling, testing, inspecting, repairing, removing, replacing or abandoning in place, underground pipelines and mains for the conveyance of water in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned and operated by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to CITY, its agents, employees, contractors and assignees.

1. The parties have determined that it is in their respective best interests for GRANTOR to grant and for CITY to accept this easement in and along the Easement Premises for the purposes stated herein, and CITY hereby accepts the easement described herein upon the conditions stated in this agreement.

2. CITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsoever in law and in equity which may arise out of, or as a consequence of, the negligence of CITY, or of its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easement.

3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further that CITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

4. GRANTOR reserves the right to use the Easement Premises in any manner that will not prevent or interfere with the exercise by CITY of the rights granted hereunder; provided, however, that GRANTOR shall not obstruct, or permit to be obstructed, the Easement Premises at any time whatsoever without the express prior written consent of CITY.

5. Upon completion of any construction, reconstruction, installation, replacement, repair, or maintenance, of the water transmission line as provided previously in this agreement, CITY shall restore the premises previously described herein to that condition as such premises existed prior to the aforesaid construction, reconstruction, installation, replacement, repair or maintenance, as nearly as may be reasonably possible, in keeping with good engineering practices and accepted soil erosion control practices.

6. Any and all costs and expenses in regard to the aforesaid easement and use of the same by CITY, and any assignee of CITY, including, but not limited to, construction, reconstruction, operation and maintenance, in good repair, of the aforesaid water transmission line(s) shall be the duty and obligation of CITY and CITY shall repair any damage caused by it to GRANTOR's premises, and shall save and hold harmless and indemnify GRANTOR from any and all liability which may be incurred by GRANTOR by reason of the construction, reconstruction, maintenance, in good repair, or operation, of any aforesaid water transmission line(s) installed by or operated by CITY, or any assignee of CITY, and that may be incurred by GRANTOR by reason of CITY's exercise of its right to enter and depart upon the described easement way as previously set forth herein. Any and all costs in regard to any future

improvements or reconstructions of any subsurface water transmission line(s) installed by or operated by CITY, or any assignee of CITY, either existing or to be constructed in the future, including, but not limited to, construction, reconstruction, operation and maintenance of any said subsurface water transmission line(s) installed by or operated by CITY, or any assignee or successor in interest, shall be the duty and obligation of CITY, or any assignee or successor in interest. GRANTOR shall have the right to use the premises located within the easement description for purposes not inconsistent with CITY's full enjoyment of the rights hereby granted, provided that GRANTOR shall not erect or construct any building or other structure, or drill or operate any well, or construct any other obstruction within the easement way.

7. CITY agrees, upon the completion of any construction, reconstruction, installation, replacement, repair or maintenance work conducted by it on or in the easement way, to reseed any stand of grass in the easement way, to the extent any grassy area is damaged, and as a follow-up to the reseeded, as may be necessary, to water and fertilize the seed bed in order to re-establish the grassy area in a condition the same as or better than it existed prior to the damage to the grassy area by CITY or its agents, employees, contractors, assignees or successors in interest.

8. The parties hereto agree that CITY, its agents, employees, contractors, assignees and successors in interest, from time to time, may place temporary stakes and markers within the easement way in order to facilitate construction, reconstruction, repair or maintenance work, of any utility line located within the aforesaid easement way. Further, GRANTOR shall not place any fencing along the sides, on either end, or within the easement way, without the consent of CITY or any assignee or successor in interest of CITY.

9. CITY shall have the right, upon execution of this document by all parties, to assign any rights, or all rights, granted to it hereunder to any assignee who demonstrates sufficient competence to CITY and gives adequate assurances to CITY that any work to be performed pursuant to such assignment shall be conducted in a good and workmanlike manner, and that GRANTOR's interest in the Easement Premises shall be protected to the extent as set forth in this instrument. Said right of assignment shall include the right of CITY to assign any rights granted to it hereunder, or all rights granted to it hereunder, to any municipality that may operate a municipal water system, and, in operating such system, may provide water through the aforesaid water lines to CITY for CITY'S use.

10. All rights, titles and privileges herein granted, including all benefits and burdens, shall run with the land and shall binding upon and inure to the benefit of the parties to this instrument, their

respective heirs, executors, administrators, legal representatives, assigns and successors in interest.

11. The rule of strict construction shall not apply to this grant of easement. This grant shall be given a reasonable construction so that the intention of the parties to confer a usable right in grantee (CITY, its assignees and successors in interest) is carried out.

12. This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery of this agreement except such representations as are specifically set forth herein, and each party acknowledges that he, she, or it has relied on his, her or its own judgment in entering into this agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his, her or its dealings with the other.

13. No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

14. This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Illinois.

15. Should either party, or the respective heirs, executors, administrators, assigns or successors in interest of either party, to this agreement, be required to incur attorney fees, costs, and/or other expenses as a result of the other party's failure to perform any obligation pursuant to the terms of this agreement, then the party so failing to perform shall be liable to the other party for any reasonable attorney fees, costs, and expenses incurred by such other party. Should either party to this agreement, or the respective heirs, executors, administrators, assigns or successors in interest of either party, fail to reimburse the other party for such reasonable attorney fees, costs, and other expenses, as aforesaid, then said amount may be obtained or collected by the party to whom it is due by bringing an action against the other party for such fees, costs and expenses incurred as a result of the first party's failure to perform.

16. It is expressly understood and agreed between the parties to this agreement that in the event a court of competent jurisdiction shall at any time after the date of this agreement hold that a portion of this agreement is invalid, illegal or unenforceable, that the remainder shall not be affected thereby, but shall continue in full force and effect.

17. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

18. Whenever the context of this agreement requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural.

19. This agreement shall be binding upon and inure to the benefit of the respective parties, their respective heirs, executors, administrators, assigns and successors in interest.

20. This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

21. Service of all notices under this agreement shall be sufficient if given personally or mailed via certified mail to the party involved at its respective address as set forth in this Section 21. Of this agreement, or at such other address as such party may provide in writing from time to time in accordance with this section regarding notices. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with first-class postage prepaid. Service of notice shall be directed as follows:

If to CITY, then:
City Clerk of LeRoy
LeRoy City Hall
207 S. East Street
P.O. Box 151
LeRoy, IL 61752

If to GRANTOR, then:
First United Methodist Church
201 N. Chestnut.....
P.O. Box 164.....
LeRoy, IL 61752.....

22. This document replaces a similar easement document executed on behalf of the First United Methodist Church of LeRoy, Inc., dated August 5, 2004, which document was delivered to the City Clerk of the City of LeRoy, but, so far as Grantor and Grantee, and agents acting on behalf of each party hereto, can determine, was never recorded. Thus, although this document is being executed more than two years after the earlier easement document had been executed, it is the intent of the Grantor herein, First United Methodist Church of LeRoy, Inc., that the easement previously granted has continued for

the preceding period in excess of two years, and that this document not only indicate an easement being granted effective the date of this document, but memorialize the intent of the Grantor to grant an easement effective the earlier date, August 5, 2004, and the intent of the Grantee to accept the easement effective that date.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or have caused this instrument to be executed by their proper officers duly authorized to execute the same effective this 4th day of December, 2006.

IN TESTIMONY WHEREOF, The said FIRST UNITED METHODIST CHURCH OF LEROY, INC., has hereunto caused its corporate seal to be affixed, and these presents to be signed by its President of the board of trustees, and attested by its Secretary of the board of trustees, this 4th day of December A.D., 2006.

FIRST UNITED METHODIST CHURCH OF LEROY, INC.

By: *Rick Dean*
Rick Dean, also known as Richard Dean, President
of the Board of Trustees of the aforesaid FIRST
UNITED METHODIST CHURCH OF LEROY, INC.

Attest: *Staci Riddle*
Stacy Riddle, Secretary of the Board of Trustees
of the aforesaid FIRST UNITED METHODIST
CHURCH OF LEROY, INC.

City of Leroy, McLean County, Illinois,
an Illinois political subdivision and body corporate

By: _____
David McClelland, Mayor,
City of LeRoy, McLean County, Illinois

ATTEST: (SEAL)

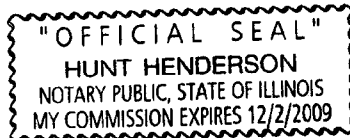
Sue Marcum, Clerk of the City of LeRoy,
McLean County, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

I, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY that RICK DEAN, also known as Richard Dean, personally known to me to be the President, and STACY RIDDLE, personally known to me to be the secretary, of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such president and secretary, they signed and delivered the said instrument of writing of said Corporation, and caused the seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of December, 2006.

Hunt Henderson My commission expires on December 2, 2009.
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that DAVID McCLELLAND, personally known to me to be the Mayor of the City of LeRoy and SUE MARCUM, personally known to me to be the City Clerk of the aforesaid city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such mayor of the City of LeRoy and city clerk of LeRoy, they signed and delivered the said instrument of writing as mayor, as aforesaid, and as city clerk, as aforesaid, and caused the sale of said city to be fixed thereto, pursuant to authority given by the city board of the City of LeRoy, McLean County, Illinois, as their free and voluntary act, and as the free and voluntary act and agreement of the aforesaid city for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, 200__.

Notary Public My commission expires: _____

Prepared by: Hunt Henderson
Attorney at Law
112 East Center Street
LeRoy, Illinois 61752
Telph: (309) 962-2791; Fax: (309) 962-6212

PASSED by the City Council of the City of Le Roy, Illinois, upon the motion made by Butch Cook, and seconded by Dawn Thompson by roll call vote on the 2nd day of January 2007, as follows

Aldermen elected 8

Aldermen Present 7

Voting Aye:

Shirley Chancellor, Jerry Henson, T.A. Whitsitt, Dave McClelland, Gary Koerner, Butch Cook, and Dawn Thompson

Voting Nay:

None

Absent:

John Haney

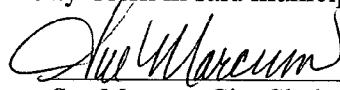
Abstain:

None

Other:

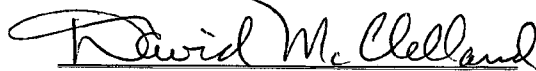
None

and deposited and filed in the office of the City Clerk in said municipality on the 2nd day of January, 2007.



Sue Marcum, City Clerk of the City of Le Roy
Mc Lean County, Illinois

APPROVED BY the Mayor of the City of Le Roy, Illinois, this 2nd day of January, 2007.



David McClelland, Acting Mayor of the City of
Le Roy, Mc Lean County, Illinois

ATTEST: (SEAL)



Sue Marcum, City Clerk of the City of Le Roy
Mc Lean County, Illinois

CERTIFICATE

I, Sue Marcum, certify that I am the duly appointed and acting municipal clerk of the City of Le Roy, of McLean County, Illinois.

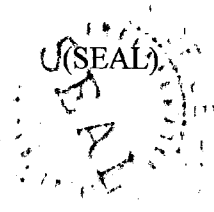
I further certify that on **January 2, 2007** the Corporate Authorities of such municipality passed and approved **Ordinance No. 07-01-01-42** entitled:


**AN ORDINANCE ACCEPTING THE GRANT OF WATER
LINE EASEMENT TO THE CITY OF LE ROY**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. **07-01-01-42**, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on **January 2, 2007** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Le Roy, Illinois this 2nd day of January, 2007.




Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF MCLEAN)

I, Sue Marcum, do hereby certify that I am the duly qualified and acting City Clerk of the City of Le Roy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

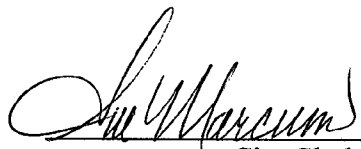
**AN ORDINANCE ACCEPTING THE GRANT OF WATER
LINE EASEMENT TO THE CITY OF LE ROY**

I do further certify said *ordinance* was adopted by the City Council of the City of Le Roy at a regular meeting on the 2nd day of January, 2007, and prior to the making of this certificate the said ordinance was on file with the permanent records of said City where it now appears and remains as a permanent record of said ordinance in the record books.

Dated this 2nd day of January 2007



(SEAL)



City Clerk

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McLean County, IL
H. Lee Newcom Recorder
115 E. Washington, Room M104
P.O. Box 2400
Bloomington, IL 617022400
Phone Number: (309)888-5170
Fax Number: (309)888-5927

Official Receipt: 2007-00001784
Printed on 01/29/2007 at 01:56:36 PM
By: 24 on MCLFEE01

CITY OF LEROY

Date Recorded: 01/29/2007

Instrument ID	Recorded Time	Amount
2007-00002719	01:54:38 PM	\$31.00
EASEMENT - LOCAL GOVT FIRST UNITED METHODIST CHURCH OF LEROY... TO:LEROY CITY OF		

Itemized Check Listing

Check # 3586	\$31.00
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Total Due:	\$31.00
Paid By Check:	\$31.00
Change Tendered:	\$0.00