

CITY OF LEROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 00-12-09-50

AN ORDINANCE GRANTING AN EASEMENT FOR DETENTION BASIN OUTLET
MAINTENANCE PURPOSES

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY
THIS 4th DAY OF December, 2000.

PRESENTED: December 4, 2000

PASSED: December 4, 2000

APPROVED: December 4, 2000

RECORDED: December 4, 2000

PUBLISHED: December 4, 2000


In Pamphlet Form

Voting "Aye" 4

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)

X 
City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: December 4, 2000.

AN ORDINANCE GRANTING AN EASEMENT FOR DETENTION BASIN OUTLET MAINTENANCEPURPOSES

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, find it is necessary for the City to obtain an easement for the limited purposes of reconstructing, replacing, repairing and maintaining a surface and/or sub-surface water detention basin outlet as described in the attached Exhibit "A",

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

Section 1. That grant of easement is hereby approved in that form and for that real estate as described in Exhibit "A", said Exhibit "A" being incorporated herein by reference.

Section 2. The Mayor and City Clerk of the City of LeRoy are hereby directed and authorized to execute the easement agreement (in that form as attached) and to cause the same to be recorded.

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.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by

Ron Litherland, seconded by Dawn Thompson, by roll call vote on the 4th day of December, 2000, as follows:

Aldermen elected 6 Aldermen present 4

VOTING AYE:

Dawn Thompson, Ron Litherland, W. H. Weber
(full names)

VOTING NAY:

none
(full names)

ABSENT:

Dave McClelland, Steve Dean
(full names)

ABSTAIN:

Ryan Miles
(full names)

OTHER:

none
(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 4th day of
December, 2000.

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

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 4th day of December,
2000.

X Robert Rice
Robert Rice, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST:

(SEAL)

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

GRANT OF EASEMENT TO MUNICIPALITY

GRANTOR, RICHARD F. JANKO, of the City of Peru, LaSalle County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, does hereby agree with the CITY OF LE ROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and does hereby grant to the CITY OF LE ROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following-described premises (hereinafter referred to as the "Easement Premises"):

Legal description of easement for maintenance of detention basin outlet:

The east 30 feet of the south 65 feet of Lot 7, the east 30 feet of Lot 8, the south 30 feet of Lot 8, and also the south 30 feet of the vacated 66 foot right-of-way of Demma Drive adjacent to Lot 8, all being in Demma Industrial Park in the City of LeRoy, McLean County, Illinois

(all as shown in an easement plat, a copy of which is attached hereto as Exhibit A, incorporated herein by reference).

(This is not homestead property as to GRANTOR nor as to any spouse of GRANTOR.).

The easement granted herein shall be for the limited purposes of constructing, reconstructing, installing, replacing, repairing and maintaining a surface and/or sub-surface water detention basin outlet in, along and upon the Easement Premises.

The subject premises shall not be available for public use as a travelway, roadway, or other means of ingress or egress to any other property, but shall be used for the purposes as previously set forth herein. The City of LeRoy, its agents, employees and assignees, shall have the right from time to time to enter and depart over and upon the above-described premises to effect the purposes of the easement herein granted.

In consideration of the conveyance by GRANTOR, CITY agrees as follows:

1. Upon completion of any reconstruction, replacement, repair or maintenance, of the aforesaid detention basin outlet, as described previously herein, CITY shall restore the premises previously described herein to that condition as such premises existed prior to the aforesaid reconstruction, replacement, repair or maintenance, as nearly as may be reasonably possible, keeping with good engineering practices and accepted soil erosion control practices.

2. 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.

3. GRANTOR shall bear the expense of initially constructing the outlet and placing the same in the easement as hereindescribed. After the installation of the detention basin outlet, any and all costs and expenses with regard to the repair, maintenance, replacement or reconstruction of the same shall be born by 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 reconstruction, replacement, repair or maintenance, in good repair, of said outlet, and any liability which may be incurred by GRANTOR by reason of CITY's exercise of its right to enter and depart upon the hereindescribed easement way as previously set forth herein. Any and all costs in regard to any future improvements or reconstructions of said outlet including, but not limited to, reconstruction, replacement, repair or maintenance, shall be the duty and obligation of CITY.

4. CITY agrees, upon the completion of any reconstruction, 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 of any grassy area damaged, and to follow up the reseeding, 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, or contractors.

5. The parties hereto agree that CITY, its agents, employees and contractors, from time to time, may place temporary stakes and markers within the easement way in order to facilitate reconstruction, replacement, repair or maintenance work. Further, that GRANTOR shall not place any fencing along the sides, on either end, or within the easement way, without CITY's consent.

6. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, tenants, personal representatives, and successors in interest, of the parties hereto.

7. 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) is carried out.

8. 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.

9. 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.

10 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.

11. 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.

12. 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.

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

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

15. 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.

16. 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.

17. 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 17. 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 notices shall be directed as follows:

If to the CITY, then:
City of LeRoy
111 E. Center Street
LeRoy, Illinois 61752

If to GRANTOR, then:
Richard F. Janko
PO Box 466
Peru, Illinois 61354

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 _____ day of _____, 200__.

_____(Seal)
Richard F. Janko, Grantor

CITY OF LE ROY, McLean County, Illinois,
an Illinois municipal corporation,

By: _____
Mayor of the City of LeRoy, Illinois

ATTEST: (seal)

City Clerk of the City of LeRoy, Illinois

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 RICHARD F. JANKO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in persona and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

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

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF MC LEAN)

SS:

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Mayor of the City of LeRoy, and _____, personally known to me to be the City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in persona and severally acknowledged that as such Mayor and City Clerk, they signed, sealed and delivered the said instrument of writing as Mayor and as City Clerk of said city, and caused the seal of the City of LeRoy to affixed thereto.

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

Notary Public

My commission expires: _____

This document prepared by:
Hunt Henderson, Attorney at Law
#01186256
112 East Center Street
LeRoy, Illinois 61752

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 LeRoy, 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.

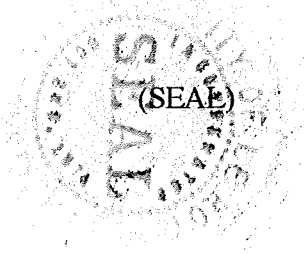
I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE GRANTING AN EASEMENT FOR DETENTION BASIN OUTLET
MAINTENANCE PURPOSES.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 4th day of December, 2000, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this 4th day of December, 2000.

X Sue Marcum
City Clerk



CERTIFICATE

I, Sue Marcum, certify that I am the duly elected and acting municipal clerk of the City of LeRoy,
of McLean County, Illinois.

I further certify that on December 4, 2000, the Corporate Authorities of such
municipality passed and approved Ordinance No. 00-12-09-50, entitled:

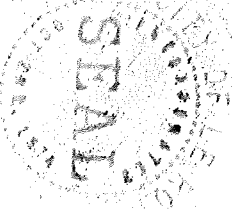
AN ORDINANCE GRANTING AN EASEMENT FOR DETENTION BASIN OUTLET
MAINTENANCE PURPOSES,

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

The pamphlet form of Ordinance No. 00-12-09-50, including the Ordinance and a cover sheet
thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing
on December 4, 2000, 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 LeRoy, Illinois, this 4th day of December, 2000.

(SEAL)




Municipal Clerk