

CITY OF LEROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 01-03-01-50

AN ORDINANCE ACCEPTING GRANT OF WATER LINE EASEMENT

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY
THIS 5th DAY OF March, 2001.

PRESENTED: March 5, 2001
PASSED: March 5, 2001
APPROVED: March 5, 2001
RECORDED: March 5, 2001
PUBLISHED: March 5, 2001

In Pamphlet Form

Voting "Aye" 5

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)




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

Dated: March 5, 2001.

ORDINANCE NO. 01-03-01-50

AN ORDINANCE ACCEPTING GRANT OF WATER LINE EASEMENT

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 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 the City of LeRoy, 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 LeRoy 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.

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 5th day of March....., 2001, as follows:

Aldermen elected 6 Aldermen present 5

VOTING AYE:

Dave McClelland, Dawn Thompson, Ron Litherland, Ryan Miles, W. H. Weber..... (full names)

VOTING NAY:

None..... (full names)

ABSENT:

Steve Dean..... (full names)


ABSTAIN:
None

.....
(full names)

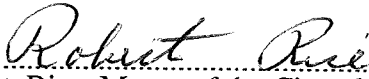
OTHER:
None

.....
(full names)



and deposited and filed in the office of the City Clerk in said municipality on the ...5th.....day of
.....March....., 2001.

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

APPROVED BY the Mayor of the City of LeRoy, Illinois, this5th..... day ofMarch..... ,
2001.

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

ATTEST: (SEAL)


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

Return to: _____

GRANT OF WATER LINE EASEMENT TO MUNICIPALITY

GRANTOR, MARGARET A. SMALL, a single woman, of 405 South Buck Road, of the City of LeRoy, County of McLean, and State of 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 LeRoy, McLean County, Illinois (hereinafter referred to as "MUNICIPALITY"), a permanent easement across the following described premises (hereinafter referred to as the "Easement Premises"):

Tract I:

The North 10 feet of Lot 6 in Bel Vue Subdivision to the City of LeRoy, McLean County, Illinois, extending from the west boundary of said Lot 6 to the southerly extension of the easterly boundary of Lot 5 in Bel Vue Subdivision, McLean County, Illinois,

and a temporary easement effective until June 1, 2001, over the premises described as follows:

Tract II:

The South 10 feet of the North 20 feet of Lot 6 in Bel Vue Subdivision to the City of LeRoy, McLean County, Illinois, extending from the west boundary of said Lot 6 to the southerly extension of the east boundary of Lot 5 in Bel Vue Subdivision, McLean County, Illinois

PIN: [BK. 15] 30-20-480-018,

said temporary easement being for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time one or more water lines located in, along and upon the easement premises.

The Permanent Easement granted herein shall be for the limited purposes of constructing, reconstructing, installing, replacing, repairing and maintaining one or more sub-surface municipal water lines located in, along and upon the Easement Premises.

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

1. Upon completion of any construction, reconstruction, installation, replacement, repair, or maintenance, of any one or more waterlines, as provided previously herein, MUNICIPALITY 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.

2. GRANTOR shall have the right to use the premises located within the easement description for purposes not inconsistent with MUNICIPALITY'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. Any and all costs and expenses with regard to the aforesaid easement and use of the same by MUNICIPALITY, including, but not limited to, construction, reconstruction, operation and maintenance, in good repair, of the aforesaid water line(s) shall be the duty and obligation of MUNICIPALITY and MUNICIPALITY 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 said water line(s) installed by or operated by MUNICIPALITY, and that may be incurred by GRANTOR by reason of MUNICIPALITY'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 water line(s) installed by or operated by MUNICIPALITY, either existing or to be constructed in the future, including, but not limited to, construction, reconstruction, operation and maintenance of said sub-surface water line(s) installed by or operated by MUNICIPALITY, shall be the duty and obligation of MUNICIPALITY.

4. MUNICIPALITY 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 of any grassy area damaged, and to follow up 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 MUNICIPALITY or its agents, employees, or contractors.

5. The parties hereto agree that MUNICIPALITY, its agents, employees and contractors, from time to time, may place temporary stakes and markers within the easement way in order to facilitate construction, reconstruction, or repair work. Further, that GRANTOR shall not place any fencing along the sides, on either end, or within the easement way, without MUNICIPALITY's consent; nor shall GRANTOR place any improvements along the sides, on either end, or within the easement way, without MUNICIPALITY's consent; nor shall GRANTOR place or plant, or cause to be placed or planted, any trees or shrubs along the sides, on either end, or within the easement way, without MUNICIPALITY's consent. MUNICIPALITY's consent shall not be unreasonably withheld.

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 (MUNICIPALITY) 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, in which case, any additional attorney fees, costs or other expenses incurred in the collection of the aforesaid fees, costs, and expenses shall also be due from the party failing 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 MUNICIPALITY, then:
City of LeRoy
111 E. Center Street
LeRoy, Illinois 61752

If to GRANTOR, then:
Margaret A. Small
405 South Buck Street
LeRoy, Illinois 61752

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 _____, 2001.

_____(Seal)
Margaret A. Small, 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 MARGARET A. SMALL, a single woman, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her 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 _____, 2001.

Notary Public

My commission expires: _____

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 Robert Rice, 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 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 _____, 2001.

Notary Public

My commission expires: _____

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 March 5, 2001, the Corporate Authorities of such municipality passed and approved Ordinance No. 01-03-01-50, entitled:

AN ORDINANCE ACCEPTING GRANT OF WATER LINE EASEMENT,

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

The pamphlet form of Ordinance No. 01-03-01-50, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on March 5, 2001, 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 5th day of March, 2001.

(SEAL)


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 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 ACCEPTING GRANT OF WATER LINE EASEMENT.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 5th day of March, 2001, 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 5th day of March, 2001.


.....
City Clerk

(SEAL)