

CITY OF LEROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 00-12-07-50

AN ORDINANCE ACCEPTING GRANT OF WATER LINE EASEMENT

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 *Shirley M. Marziani*
City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: December 4, 2000.



ORDINANCE NO. 00-12-07-50

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 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)

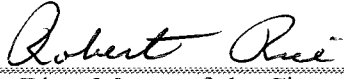
ABSTAIN:
Ryan Miles

.....
(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, 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, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST:  (SEAL)

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

GRANT OF WATER LINE 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"):

Tract 1 - legal description for watermain easement: A strip of land 10 feet of even width lying 5 feet on each side of the following described centerline: Beginning at a point on the west line of Lot 13 in Demma Industrial Park in the City of LeRoy, McLean County, Illinois, a distance of 13 feet south of the northwest corner of said Lot 13; thence easterly 334.66 feet parallel with the north lines of Lot 13 and Lot 11 in demma Industrial Park to the Point of Termination on the east line of said Lot 11, said point being 13.23 feet south of the northwest corner of said Lot 11.

Tract 2 - legal description for watermain easement: That portion of the vacated Demma Drive in Demma Industrial Park in the City of LeRoy, McLean County, Illinois, more particularly described as follows: Beginning at a point on the westerly extension of the south line of Lot 8 in Demma Industrial Park a distance of 10 feet west of the southwest corner of said Lot 8; thence northerly 80.25 feet parallel with the west line of said Lot 8; thence westerly 56 feet perpendicular to the last described course to the east line of Lot 11 in Demma Industrial Park, said point being 8.14 feet south of the northeast corner of said Lot 11; thence southerly 15 feet on the east line of said Lot 11; thence easterly 41 feet perpendicular to the last described course; thence southerly 65.25 feet parallel with the east line of said Lot 11 to the westerly extension of the south line of said Lot 8; thence easterly 15 feet to the Point of Beginning,

(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 one or more sub-surface municipal water lines located 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 construction, reconstruction, installation, replacement, repair, or maintenance, of any one or more waterlines, as provided previously herein, 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.

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. Any and all costs and expenses with regard to the aforesaid easement and use of the same by CITY, 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 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 said water line(s) installed by or operated by 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 water line(s) installed by or operated by CITY, 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 CITY, shall be the duty and obligation of CITY.

4. 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 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 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 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 previously set forth in 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.

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: _____

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 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__.

My commission expires: _____

Notary Public

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__.

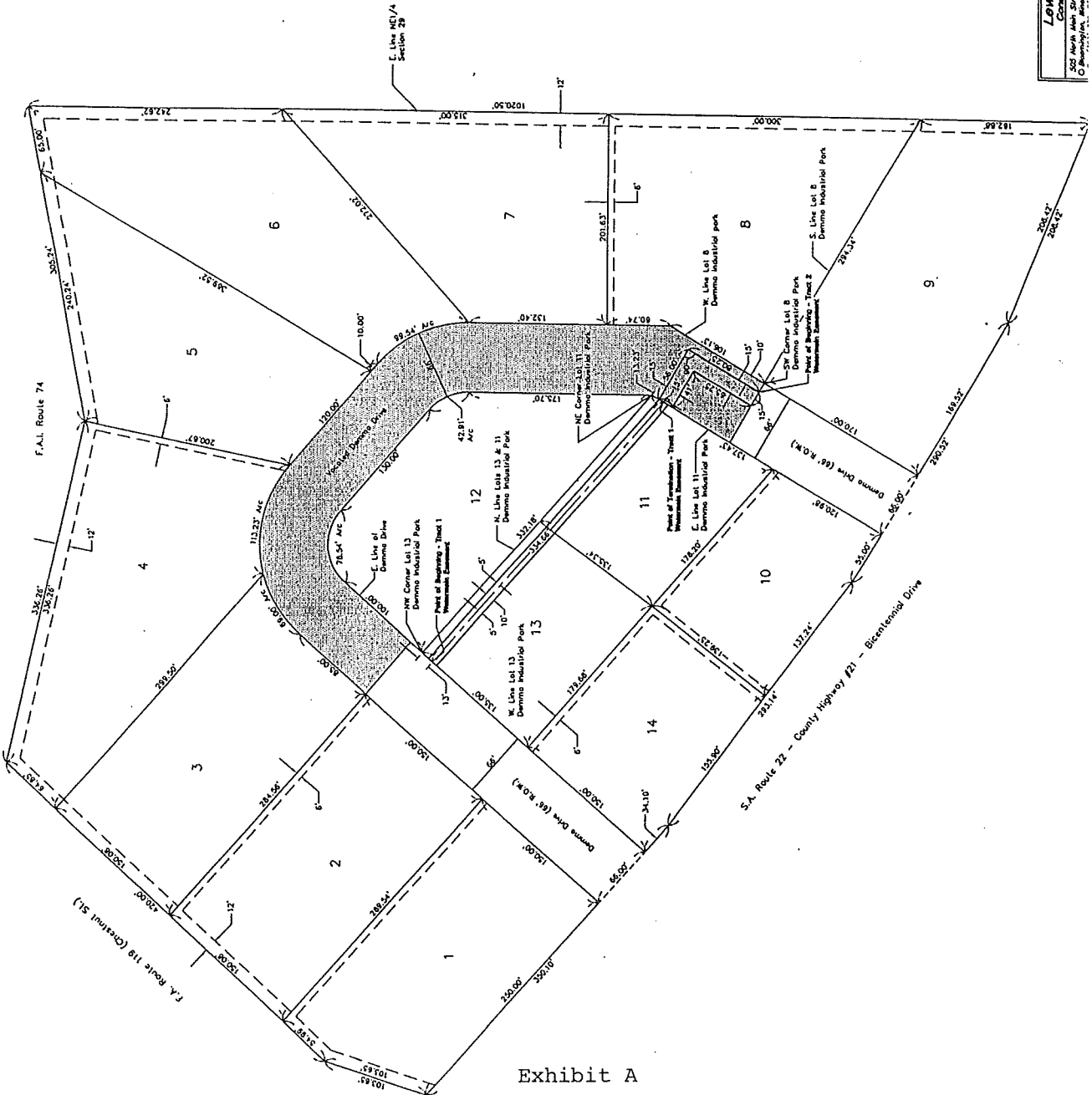
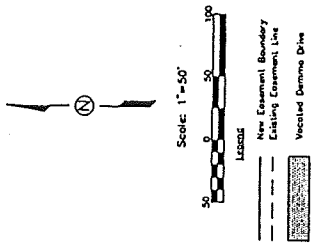
My commission expires: _____

Notary Public

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

EASEMENT PLAT

A part of Demma Industrial Park,
City of LeRoy, McLean County, Illinois



Lot 1 Description, Tract 1 - Watermark Easement

A strip of land 10 feet wide with 5 feet on each side of the following easement, more particularly described as follows: Beginning at the southeast corner of Lot 13 in Demma Industrial Park in the City of LeRoy, McLean County, Illinois, thence south 89° 51' 00" west 100.00 feet to the northeast corner of said Lot 13, thence easterly 334.65 feet parallel to the east line of said Lot 13, thence southerly 100.00 feet to the Point of Beginning, thence easterly 100.00 feet to the Point of Beginning on the east line of said Lot 11, said point being 13.25 feet south of the northeast corner of said Lot 11.

Lot 1 Description, Tract 2 - Watermark Easement

That portion of the vocated Demma Drive in Demma Industrial Park in the City of LeRoy, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 8 in Demma Industrial Park a distance of 10 feet west of the southeast corner of said Lot 8, thence northerly 80.25 feet parallel with the west line of said Lot 8, thence easterly 100.00 feet to the northeast corner of said Lot 8, thence southerly 100.00 feet to the northeast corner of said Lot 11, thence southerly 13 feet on the east line of said Lot 11, thence southerly 13 feet parallel with the east line of said Lot 11, thence southerly 65.25 feet parallel with the east line of said Lot 11, thence southerly 13 feet to the Point of Beginning.

Surveyor's Certificate

I, Perry L. Lewis, being a Professional Land Surveyor No. 1874, do hereby certify that to the best of my knowledge and belief the plat shown herein is an accurate representation of the facts as shown to me by the City of LeRoy for public information and is correct in all particulars, made under my direction.

Perry L. Lewis
Perry L. Lewis
Professional Land Surveyor No. 1874

10/09/2000 Date

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
202 North Main Street, LeRoy, Illinois 62450
O'Fallon, Illinois 62456
568
P.L.S.
INC.

City of LeRoy
Demma Industrial Park
Watermark Easement Plat

Exhibit A

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. 00-12-07-50, 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. 00-12-07-50, 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)


Sue Marcum
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 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

(SEAL)