

CITY OF LeROY
COUNTY OF McLEAN
STATE OF ILLINOIS

ORDINANCE NO. 310

AN ORDINANCE APPROVING THE EXECUTION OF AN AGREEMENT FOR
WATER LINE EASEMENT IN AND ACROSS LOT 7, MEADOW ADDITION TO
THE CITY OF LEROY, McLEAN COUNTY, ILLINOIS

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LeROY THIS 16th DAY OF November, 1987

PRESENTED: November 16, 1987

PASSED: November 16, 1987

APPROVED: November 16, 1987

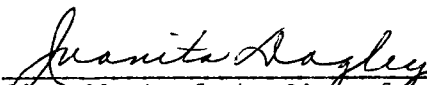
RECORDED: November 16, 1987

PUBLISHED: November 16, 1987

In Pamphlet Form/ ~~In Newspaper~~

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.



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

(SEAL)

Dated: November 16, 1987.

ORDINANCE NO. 310

AN ORDINANCE APPROVING THE EXECUTION OF AN AGREEMENT FOR WATER LINE EASEMENT IN AND ACROSS LOT 7, MEADOW ADDITION TO THE CITY OF LeROY, McLEAN COUNTY, ILLINOIS

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, find it to be in the best interests of the city and of its residents that an easement be accepted across a portion of the West 10 feet of Lot 7 in Meadow Addition to the City of LeRoy, McLean County, Illinois, in order that a water line be buried connecting the facilities currently being constructed East of the LeRoy Grade School, said facilities to be used for public recreational purposes,

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

Section 1. That the Grant of Water Line Easement to Municipality, a copy of which is attached hereto as Exhibit A, is hereby approved by the corporate authorities of the City of LeRoy, Illinois, and the Mayor and City Clerk are hereby directed to execute said lease forthwith.

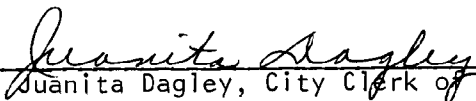
Section 2. That this ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as required by law.

PASSED By the Mayor and City Council of the City of LeRoy, Illinois, on the 16th day of November, 1987.

Aldermen elected 6
Aldermen present 4

AYES Randy Zimmerman, David King, Jerry Davis, Jon Winston

NAYS None

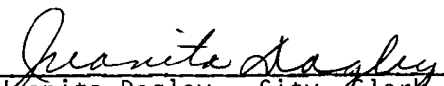


Juanita Dagley, City Clerk of
the City of LeRoy, Illinois

Approved by the Mayor of the City of
LeRoy, Illinois, this 16th day of
November, 1987.



Jack Moss, Mayor of the City of
LeRoy, Illinois



Juanita Dagley, City Clerk of
the City of LeRoy, Illinois

GRANT OF
WATER LINE EASEMENT
TO MUNICIPALITY

GRANTOR (S) JAMES L. KIRBY and JUDITH R. KIRBY, husband and wife,
of the City of LeRoy, McLean County, Illinois, (herein-
after referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and
other good and valuable consideration, do hereby agree with the CITY OF LE ROY,
McLean County, Illinois, an Illinois municipal corporation, as follows, and do
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"):

The East 6 feet of the West 10 feet of Lot 7 in Meadow
Addition to the City of LeRoy, McLean County, Illinois.

Said easement is for the sole use and benefit of the recreation
and sports fields complex now being constructed east of the LeRoy
Grade School. In the event such use shall ever cease, then the
easement granted herein shall be deemed abandoned by grantee, City of
LeRoy, and shall revert to the sole and exclusive use of the then
owner of the servient estate.

~~and a Temporary Easement effective until _____, 19____ over
the premises described in Exhibit _____ attached hereto and incorporated herein by this
reference for the purpose of constructing, reconstructing, installing, repairing and
maintaining from time to time any and all utility facilities located in, along and upon
the Easement Premises.~~

1. The parties have determined that it is in their respective best interests for
GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the
Easement Premises for public water line purposes. The easement granted herein shall
be for the limited and exclusive purposes of surveying, constructing, operating,
maintaining, testing, inspecting, repairing, removing, replacing or abandoning in
place and controlling, 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 MUNICIPALITY, its agents, employees, contractors and assignees.

2. MUNICIPALITY 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 MUNICIPALITY, or its authorized
agents, servants or employees, in maintaining, repairing and utilizing said utility
facilities and easements.

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
MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY.

5. MUNICIPALITY may assign the rights granted to it hereunder to any assignee
who demonstrates competence to MUNICIPALITY and gives adequate assurances to
MUNICIPALITY 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.

6. All rights, titles and privileges herein granted, including all benefits and
burdens, shall run with the land and shall be 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.

This Document Prepared By:

HUNT HENDERSON
ATTORNEY AT LAW
122 N. CHESTNUT ST.
LEROY, IL 61752
(309) 962-2791

Exhibit A

7. GRANTOR hereby waives any right of homestead with regard to the grant and conveyance herein set forth.

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 _____, 19____

X _____ (SEAL)
JAMES L. KIRBY GRANTOR

X _____ (SEAL)
JUDITH R. KIRBY GRANTOR

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

By Jack Moss
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)

husband of

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that James L. Kirby / Judith R. Kirby, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person 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 _____, 19____

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 Jack Moss, personally known to me to be the Mayor of the City of LeRoy, and Juanita Dagley, 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 person and severally acknowledged that as such Mayor and _____ City Clerk, they signed and delivered said instrument of writing as Mayor and as _____ City Clerk of said city, and caused the seal of the City of LeRoy to be affixed thereto.

CERTIFICATE

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

I further certify that on November 16, 1987, the Corporate Authorities of such municipality passed and approved Ordinance No. 310, entitled:

AN ORDINANCE APPROVING THE EXECUTION OF AN AGREEMENT FOR WATER LINE EASEMENT IN AND ACROSS LOT 7, MEADOW ADDITION TO THE CITY OF LeROY, McLEAN COUNTY, ILLINOIS,

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

The pamphlet form of Ordinance No. 310, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on November 16, 1987, 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 16th day of November, 1987.

(seal)

Juanita Dagley
Municipal Clerk

