

CITY OF LeROY
COUNTY OF McLEAN
STATE OF ILLINOIS

ORDINANCE NO. 313

ORDINANCE ACCEPTING GRANTS OF SEWER EASEMENT

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LeROY THIS 4th DAY OF January, 1988

PRESENTED: January 4, 1988

PASSED: January 4, 1988

APPROVED: January 4, 1988

RECORDED: January 4, 1988

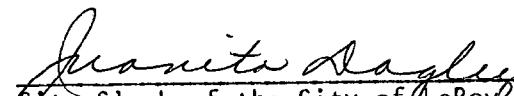
PUBLISHED: _____, 19____

~~In Pamphlet Form/In Newspaper~~

Voting "Aye" 6

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: January 4, 1988.

ORDINANCE NO. 313

ORDINANCE ACCEPTING GRANTS OF SEWER 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 sewage collection system, and

WHEREAS, it is necessary to grant certain easements for the construction of the sewer lines,

NOW, THEREFORE, be it ordained by the Mayor and City Council and the City of LeRoy, McLean County, Illinois, in lawful meeting assembled as follows:

Section 1. That those Grants of Easement attached hereto, identified as Exhibits "A" and "B", and incorporated herein by reference, are hereby approved.

Section 2. The Mayor and City Clerk of the City of LeRoy are hereby directed to execute said Grants of Easement, in the original and as many copies as may reasonably be required, retaining a signed copy of the Grants of Easement for the City.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED by the Mayor and City Council of the City of LeRoy, Illinois, on the 4th day of January, 1988, and deposited and filed in the Office of the City Clerk in said City on that date.

ALDERMEN ELECTED 6

ALDERMEN PRESENT 6

AYES David King, Jon Winston, Jerry Davis, Steve Dean, Randy Zimmerman
Patrick Derby

NAYS None

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

APPROVED by the Mayor of the City of LeRoy, Illinois, this 4th
day of January, 1988.

Garth Moss
Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST:

(seal)

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

GRANT OF
SEWER LINE EASEMENT
TO MUNICIPALITY

GRANTOR(S), WENDELL CRUMBAUGH, a married man,

of R.R. #1, LeRoy, McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, do/does hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and do/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"):

A Tract of land 15 feet in width across a portion of Outlot "Z" in Bel Vue Subdivision in the City of LeRoy, McLean County, Illinois, the center line of said Tract (15 feet in width) being described as follows: commencing at the Northeast corner of the aforesaid Outlot "Z" thence South 01°-20'-07" West 230.14 feet on the East line of the aforesaid Outlot "Z" to a true point of beginning; thence North 87°-31'-55" West 125.11 feet; thence North 00°-51'-03" East 197.02 feet to a point in the North line of the aforesaid Outlot "Z", said point also being 23.25 feet East of the Southeast corner of Lot 16 in the aforesaid Bel Vue Subdivision to the City of LeRoy, County of McLean, State of Illinois.

(This is not homestead property as to Grantor)

~~and a Temporary Easement effective until October 1, 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, repairing, 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 best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer 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 sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned 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.

This instrument prepared by:

HUNT HENDERSON
ATTORNEY AT LAW
CHESTNUT ST.
ROY, IL 61752
(09) 962-2701

4. GRANTOR reserves the right to use the Easement Premises in an, manner that will not prevent or interfere with the exercise by MUNICIPAL 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 sufficient 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.

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 17th day of October, 1987.

Wendell Crumbaugh (SEAL)
WENDELL CRUMBAUGH, GRANTOR

_____, GRANTOR (SEAL)

CITY OF LE ROY, McLean County, Illinois,
an Illinois municipal corporation
By Jack Moss, Mayor of the
City of LeRoy

Attest: (seal)

Juanita Dagley, 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 WENDELL CRUMBAUGH, personally known to me to be the same person (h) 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 17th day of October 1987.

Pauline H. Bates
Notary Public

My commission expires: March 26, 1988

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, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary act and agreement of the City of LeRoy for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19_____.

Notary Public

My commission expires: _____

This instrument prepared by:

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

GRANT OF
SEWER LINE EASEMENT
TO MUNICIPALITY

GRANTOR (S), JACK B. BURCHAM and BEVERLY ROSE BURCHAM, Husband and
Wife,
of City of LeRoy, McLean County, Illinois (hereinafter
referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand
paid and other good and valuable consideration, do/~~xxx~~ hereby agree
with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal
corporation, as follows, and do/~~xxx~~ 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"):

A permanent easement 25 feet in width across the entire south end of the
following described property:

(See attached legal description - Exhibit A)

and a Temporary Easement effective until October 1, 1988,
over the premises described in Exhibit B attached hereto and incorpor-
ated herein by this reference for the purpose of constructing, re-
constructing, 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 best interest
for GRANTOR to grant and for MUNICIPALITY to accept this easement in
and along the Easement Premises for public sewer 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 sewage in, over,
across, through and under the Easement Premises, together with all
reasonable rights of ingress and egress across adjoining lands owned
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 facili-
ties and easements.

3. GRANTOR shall have the right to grant other nonexclusive
easements over, along or upon the Easement Premises; provided, how-
ever, 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 here-
under.

This instrument prepared by:

HUNT HENDERSON
ATTORNEY AT LAW
122 N. CHESTNUT ST.
LEROY, ILL. 62552
1988 06 22

4. GRANTOR reserves the right to use the Easement Premises in any manner that will not prevent or interfere with the exercise by MUNICIPAL 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.

A. (See below)*

5. MUNICIPALITY may assign the rights granted to it hereunder to any assignee who demonstrates sufficient 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.

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 17th day of December, 1957.

X Jack B. Burcham (SEAL)
JACK B. BURCHAM, GRANTOR
X Beverly Rose Burcham (SEAL)
BEVERLY ROSE BURCHAM, GRANTOR

CITY OF LE ROY, McLean County, Illinois,
an Illinois municipal corporation
By Jack Moss, Mayor of the
City of LeRoy

Attest: (seal)

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

*(1) MUNICIPALITY agrees to replace the large pine tree located at the East side of the easement way with a tree of similar kind, and of a size as similar as reasonably possible, such tree to be placed to the edge of the easement way, or at least far enough away from the sewer line itself as not to be an impediment to future work should it be required on the sewer line itself.

(2) In return for GRANTOR mowing around the pump unit located in the easement way, MUNICIPALITY agrees to mow on a regular basis the 3 foot by 8 foot area in front of the building now owned by GRANTOR and located at 105 North East Street, LeRoy, Illinois.

GRANT OF SEWER LINE EASEMENT TO MUNICIPALITY

OF GRANTORS, JACK B. BURCHAM and BEVERLY ROSE BURCHAM

A part of the Northeast Quarter of the Southeast Quarter of Section 21, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois more particularly described as: Beginning at a Point on the West line of the Northeast Quarter of Said Southeast Quarter, which Point is also 10 feet South of the Northeast corner of Lot 25 in Barley and Pfitzenmeyer's East Park Subdivision to the City of LeRoy, Illinois. From Said Point of Beginning, thence South 5 degrees 10 minutes East 215.67 feet along the East line of Lots 25, 26, 27, 28, 29, 30 and 31 in Said Subdivision to the North line of a tract of land conveyed to Trustees of Empire Township High School District No. 344, recorded in Book 440 of Deeds, at Page 135, McLean County, Illinois, thence North 87 degrees East 182.15 feet along Said North line to the Southwest right-of-way line of U.S. Route 150 (2BI Route 39), thence North 34 degrees 37' West 65.38 feet along said right-of-way line, thence North, 42 degrees 17' West 133.3 feet along said right-of-way line, thence North 54 degrees 30' West 91.46 feet along said right-of-way line to the Point of Beginning, in McLean County, Illinois, except that portion heretofore conveyed to the City of LeRoy for a Pump Station recorded as Document No. 78-871.

Exhibit A

GRANTOR (s) - JACK B. BURCHAM and BEVERLY R. BURCHAM, Husband and Wife

A temporary easement is hereby granted by GRANTOR (s) to Municipality across the following described premises:

A temporary easement 15 feet in width adjacent to and immediately north of the permanent easement described in Exhibit A, attached hereto and incorporated herein by reference.

EXHIBIT B