

ORDINANCE NO. 525

**AN ORDINANCE APPROVING EXECUTION OF A CONTRACT  
ON BEHALF OF THE CITY OF LEROY AND ACCEPTANCE  
OF A GRANT OF EASEMENT**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS 17th DAY OF

January, 1994.

PRESENTED: January 17, 1994

PASSED: January 17, 1994

APPROVED: January 17, 1994

RECORDED: January 17, 1994

PUBLISHED: January 17, 1994

In Pamphlet Form

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.

(SEAL)

*Juanita Sagley*  
City Clerk of the City of LeRoy,  
McLean County, Illinois

Dated: January 17, 1994

ORDINANCE NO. 525

AN ORDINANCE APPROVING EXECUTION OF A CONTRACT  
ON BEHALF OF THE CITY OF LEROY AND ACCEPTANCE  
OF A GRAND OF EASEMENT.

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have determined that it is in the best interest of the City and of its residents to enter into an agreement with the Old Second National bank of Aurora, Trustee under Trust Number 5510, providing for a sewer easement as described in said agreement, said property being located within the LeRoy First Tax Increment Financing District, and

WHEREAS, the Mayor and City Council of the City of LeRoy, find that the proposed agreement is reasonable in scope and assures certain benefits to the City and to the developer, and said ordinance having been reviewed by the City Council,

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

Section 1. The proposed GRANT OF SEWER LINE EASEMENT TO MUNICIPALITY, as described in the aforesaid contract, a copy of which is attached hereto 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 original agreement, conforming with the copy attached hereto, and several copies as may reasonably be required, retaining a signed copy of the contract for the City.

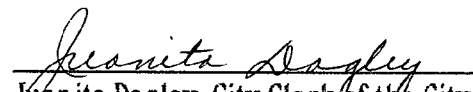
Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Aldermen elected: 6

Aldermen present: 6

AYES: Randy Zimmerman, Lois Parkin, Robert D. Johnson, Ronnie Litherland  
Patrick Beaty, David McClelland

NAYS: NOne

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

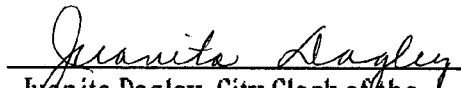
Approved by the Mayor of the City of LeRoy, Illinois this 17th day of  
January, 1994.



Jerry C. Davis, Mayor of the City of  
LeRoy, Illinois

Attest:

(seal)



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

**GRANT OF SEWER LINE EASEMENT**  
**TO MUNICIPALITY**

GRANTOR, The Old Second National Bank of Aurora, a national banking association, as Trustee under the Provisions of a Trust Agreement dated the 30th day of December, 1992, known as Trust Number 5510, of the City of Aurora, County of Kane, 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 LEROY, 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"), two permanent easements across the following described premises (hereinafter collectively referred to as the "Easement Premises"):

Sewer Easement No. I An easement across the following described land:

Tract No. 1 - All that part of the West 160 feet of Lot 2 in the Subdivision of the South half of the Southwest quarter of Section 21, Township 22 North, Range 4 East of the Third Principal Meridian lying South of the Conrail Corporation Railroad right-of-way except the South 385 feet thereof, and being situated in the City of LeRoy, in McLean County, Illinois;

Said easement is 15 feet in width, the centerline of which is described as follows: Beginning at a point on the west line of the said Tract 1 a distance of 56 feet south of the Northwest corner of the said Tract 1; thence in a Southeasterly direction 24 feet, more or less, to the center of an existing manhole; thence in a Southeasterly direction to a point on the south line of the said Tract 1 a distance of 52 feet West of the Southeast corner of the aforesaid Tract 1, being situated in the City of LeRoy, McLean County, Illinois; the aforesaid easement shall extend 7.5 feet to either side of an existing 24 inch diameter combination storm and sanitary sewer belonging to the City of LeRoy as said storm and sanitary sewer may exist on the aforesaid Tract 1.

Sewer Easement No. II An easement across the following described land:

Tract No. 2: All that part of Lot 2 in the Subdivision of the South half of the Southwest quarter of Section 21, Township 22 North, Range 4 East of the Third Principal Meridian, lying South of the Conrail Corporation Railroad right-of-way except the West 160 feet thereof, and being situated in the City of LeRoy, in McLean County, Illinois;

Said easement is 15 feet in width, the centerline of which is described as follows: Beginning at a point on the West line of the aforesaid Tract 2 a distance of 64.35 feet South of the Northwest corner of the aforesaid Tract 2; thence in a Southeasterly

direction to a point on the South line of the aforescribed Tract 2 a distance of 53 feet West of the Southeast corner of the aforescribed Tract 2, being situated in the City of LeRoy, McLean County, Illinois; the aforescribed easement shall extend 7.5 feet to either side of an existing 24 inch diameter combination storm and sanitary sewer belonging to the City of LeRoy as said storm and sanitary sewer may exist on the aforescribed Tract 2,

all in McLean County, Illinois, the aforesaid easements also being described in **Exhibit "X"**, attached hereto and incorporated herein by reference, for those purposes as set forth hereinafter in this Grant of Easement.

1. The parties have determined that it is in their best interests 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 non-exclusive 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 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. Exculpatory Clause: This Grant of Easement is executed by The Old Second National Bank of Aurora, a national banking association, not personally, but as trustee aforesaid, in the exercise of the power and authority conferred upon and invested in it as such trustee, and it is expressly understood and agreed by the parties herein and by every person now or hereafter claiming any right hereunder that nothing contained herein shall be construed as creating any liability on The Old Second National Bank of Aurora, a national banking association, to perform any covenants, either expressed or implied, herein contained, all such liability being expressly waived.

**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 \_\_\_\_\_, 1993.

**THE OLD SECOND NATIONAL BANK OF AURORA,**  
a national banking corporation,

By: X RIDER ATTACHED HERETO IS  
EXPRESSLY MADE A PART HEREOF.  
\_\_\_\_\_  
President and Trust Officer

ATTEST: (SEAL)

X  
\_\_\_\_\_, Cashier  
The Old Second National Bank,  
a national banking corporation

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, President and Trust Officer, of THE OLD SECOND NATIONAL BANK OF AURORA, a national banking association, and \_\_\_\_\_, Cashier/..... of said corporation, who

are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such trust officer and cashier/....., respectively, and personally known to me to be such trust officer and cashier/....., respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such trust officer and cashier, respectively, as aforesaid, and as the free and voluntary act of said THE OLD SECOND NATIONAL BANK OF AURORA for the uses and purposes set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 1993.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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

By: \_\_\_\_\_  
Jerry C. Davis, Mayor of the City of LeRoy

ATTEST: (SEAL)

\_\_\_\_\_  
Juanita Dagley, City Clerk of the City  
of LeRoy, McLean County, 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 Jerry C. Davis, 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 their 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 \_\_\_\_\_, 1993.

X \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

RIDER ATTACHED TO AND MADE A PART OF  
Grant of Sewer Line Easement to  
Municipality

DATED \_\_\_\_\_, MADE BY AND  
BETWEEN THE UNDERSIGNED AND \_\_\_\_\_  
City of LeRoy

This instrument is executed by THE OLD SECOND NATIONAL BANK OF AURORA, not in any personal capacity, but solely as Trustee under and pursuant to that certain Trust Agreement herein described, and the Trustee does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representations made and contained in the within instrument, it being specifically understood by any and all parties dealing with this instrument that it has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said Trust without any intention of binding the said Trustee in its individual capacity. The Trustee has no knowledge of the factual matters herein contained and all agreements, conditions and representations are made solely upon direction in behalf of the beneficiary or beneficiaries as aforesaid, and no personal liability shall be asserted or be enforceable against said Bank by reason hereof or thereof, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, THE OLD SECOND NATIONAL BANK OF AURORA, an Illinois Corporation, not personally but as Trustee under the provisions of a Trust Agreement dated December 30, 1992, and known as Trust Number 5510, has caused these presents to be executed, sealed and delivered this 13th day of January, A.D. 1994.

THE OLD SECOND NATIONAL BANK OF AURORA,  
As Trustee, as aforesaid, and not  
personally,

BY: Patricia A. Palumbo  
Trust Officer

ATTEST: George H. Starnam  
Trust Officer



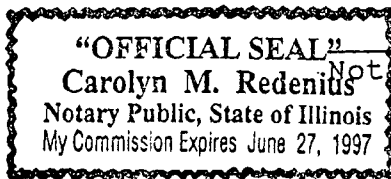
STATE OF ILLINOIS )

) SS

COUNTY OF KANE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the aforementioned Trust Officers of OLD SECOND NATIONAL BANK OF AURORA, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Trust Officers did also then and there acknowledge that they, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank, to said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

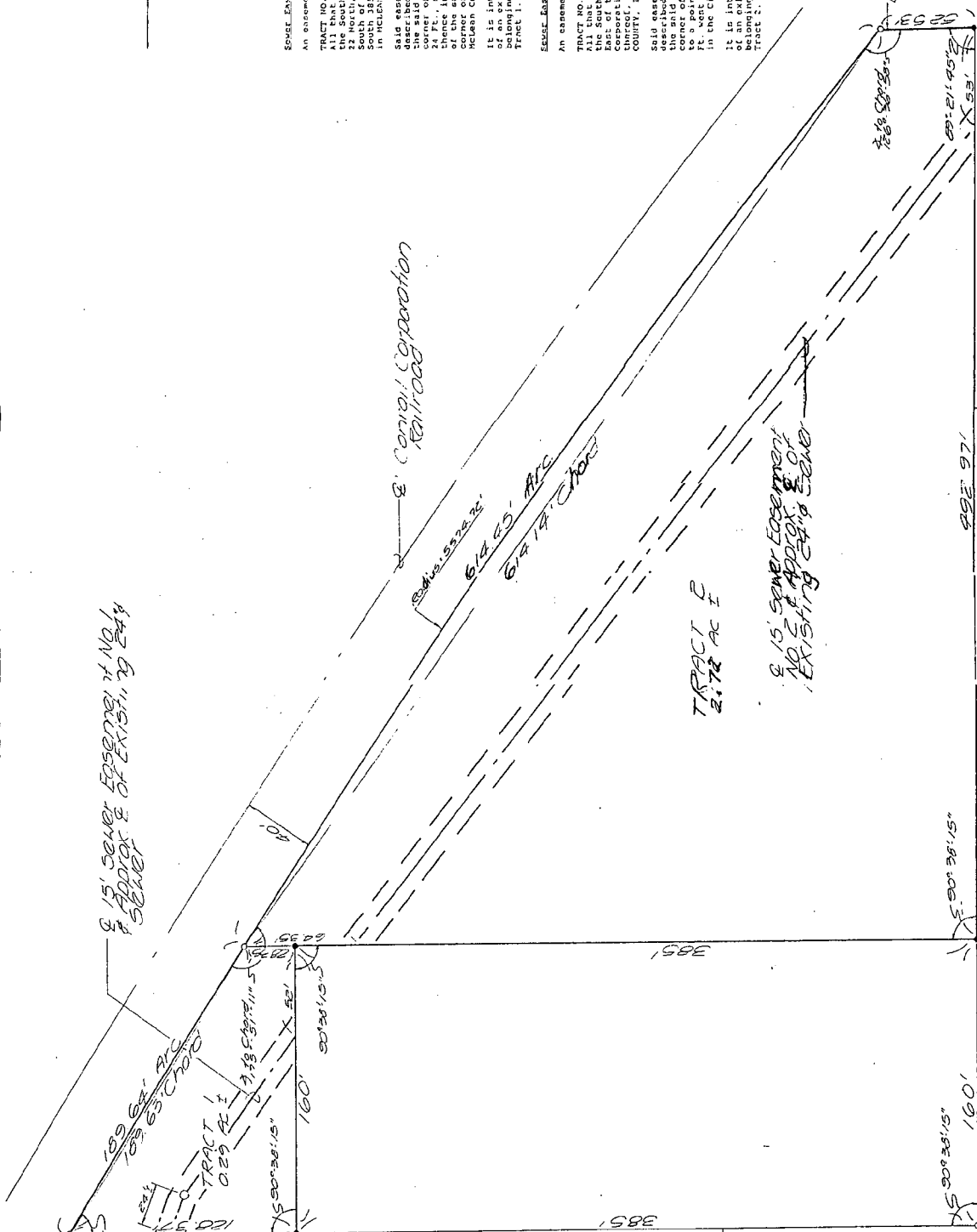
Given under my hand and Notarial Seal this  
13th day of Januayr, 1994.



*Carolyn M. Redenius*  
\_\_\_\_\_  
Notary Public

# CITY OF LEROY SEWER EASEMENT PLAT

8 1/2' SEWER EASEMENT NO. 1  
APPROX. E. OF EXISTING 20' EASEMENT



LEGEND  
EXISTING 15' SEWER EASEMENT

### WEST EASEMENT No. 1

An easement across the following described land:

TRACT NO. 1  
All that part of the West 160 feet of Lot 2 in the subdivision of the City of LeRoy, Illinois, known as 'Tract 2' and being 22 North, Range 4 East of the Third Principal Meridian, T10N, R4E, S20E, containing 0.29 AC, more or less, except the 15' wide easement for the right-of-way of the Central Railroad of Illinois, being situated in the City of LeRoy, Illinois.

Said easement to be 15 feet in width the centerline of which is described as follows: Beginning at a monument on the northeast corner of the said Tract 1, thence in a southeasterly direction 15° 30' 30" 15" S 109° 58' 15" E a distance of 160 feet to a point in the southeast corner of the said Tract 1, thence in a southeasterly direction 15° 30' 30" 15" S 109° 58' 15" E a distance of 92 feet to the southeast corner of the said Tract 1, being situated in the City of LeRoy, Illinois.

It is intended that this easement is to extend 7.5 feet, each side of an existing 24" dia. combination storm and sanitary sewer belonging to the City of LeRoy as it may exist on the said Tract 1.

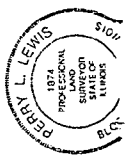
### EAST EASEMENT No. 2

An easement across the following described land:

TRACT NO. 2  
All that part of Lot 2 in the subdivision of the South half of the City of LeRoy, Illinois, known as 'Tract 2' and being 22 North, Range 4 East of the Third Principal Meridian, T10N, R4E, S20E, containing 2.72 AC, more or less, except the 15' wide easement for the right-of-way of the Central Railroad of Illinois, being situated in the City of LeRoy, Illinois.

Said easement to be 15 feet in width the centerline of which is described as follows: Beginning at a monument on the southeast corner of the said Tract 1, thence in a southeasterly direction 15° 30' 30" 15" S 109° 58' 15" E a distance of 6.14 feet to a point in the southeast corner of the said Tract 2, thence in a southeasterly direction 15° 30' 30" 15" S 109° 58' 15" E a distance of 6.14 feet to the southeast corner of the said Tract 2, being situated in the City of LeRoy, Illinois.

It is intended that this easement is to extend 7.5 feet, each side of an existing 24" dia. combination storm and sanitary sewer belonging to the City of LeRoy as it may exist on the said Tract 2.



JUNE 18, 1943

Perry L. Lewis

MADE BY

LEWIS, YOCKY & BROWN, Inc.  
Consulting Engineers & Land Surveyors  
504 N. Main Street

City of LeRoy - Janko Financial Group  
Rampart Farmstead Plat

EXHIBIT "X"

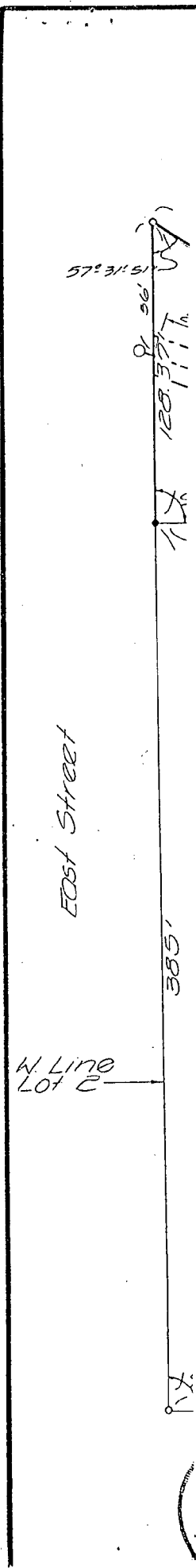


Exhibit "X"

**CERTIFICATE**

I, **Juanita Dagley**, 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 January 17, **1994**, the Corporate Authorities of such municipality passed and approved Ordinance No. \_\_\_\_\_, entitled:


**AN ORDINANCE APPROVING EXECUTION OF A CONTRACT ON BEHALF OF THE CITY OF LEROY AND ACCEPTANCE OF A GRANT OF EASEMENT,**

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

The pamphlet form of Ordinance No. 525, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on January 17, **1994**, 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 17th day of January, **1994**.

**(SEAL)**

  
Municipal Clerk

STATE OF ILLINOIS     )  
                                  ) SS:  
COUNTY OF McLEAN    )

I, Juanita Dagley, 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 APPROVING EXECUTION OF A CONTRACT  
ON BEHALF OF THE CITY OF LEROY AND ACCEPTANCE OF  
A GRAND OF EASEMENT.**

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 17th day of January, 1994, 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 17th day of January, 1994.

X \_\_\_\_\_  
City Clerk

(SEAL)