

CITY OF LEROY
COUNTY OF MCLEAN
STATE OF ILLINOIS

ORDINANCE NO. 704

AN ORDINANCE AMENDING ORDINANCE NO. 97, ALSO AMENDING CHAPTER 7, SEWERS,
MUNICIPAL CODE OF THE CITY OF LEROY, ILLINOIS, 1975 (as amended)

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS 4th
DAY OF November, 1996.

PRESENTED: November 4, 1996

PASSED: November 4, 1996

APPROVED: November 4, 1996

RECORDED: November 4, 1996

PUBLISHED: November 4, 1996

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)

X. *Lucy Marcum*
Acting City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: November 4, 1996.

ORDINANCE NO. 704

AN ORDINANCE AMENDING ORDINANCE NO. 97, ALSO AMENDING CHAPTER 7, SEWERS, MUNICIPAL CODE OF THE CITY OF LEROY, ILLINOIS, 1975 (as amended)

WHEREAS, the Mayor and City Council of the City of LeRoy, Illinois, an Illinois municipal corporation, find it is in the best interests of the residents of the City of LeRoy to provide for sewer construction fees to help defray the cost of extending the city sewage collection system; and

WHEREAS, the Mayor and City Council of the City of LeRoy find that provision under the statutes of the State of Illinois enable the adoption of ordinances providing for such fees; and

WHEREAS, the Mayor and City Council of the City of LeRoy find that it is appropriate to permit an alternative to a flat fee or lump sum fee arrangement, such alternative being an installment payment arrangement;

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

Section 1. Section 4 of Article III, Part 2, Ordinance No. 97, also being Section 4 of Article III, Part 2, Chapter 7 - SEWERS, Municipal Code of the City of LeRoy, Illinois 1975 (as amended), is hereby amended by addition at the end of the current provision of those words and figures as follows (original Section 4 as it exists prior to the adoption of this ordinance is set out in brackets first):

[Section 4. Wherever sewers are or have been built within the City of LeRoy and adjacent to benefited property that does not pay a share of the original cost at time of installation of the sewer, then such adjacent benefited property will be required to pay to the City of LeRoy its prorated share of the cost at the time of connection to the sewer.] To the extent Section 6 (a)., and Section 6(c)., of Article III, Part 2, Ordinance No. 97, and Article III, Part 2, Chapter 7 - SEWERS, Municipal Code of the City of LeRoy, Illinois 1975 (as amended), are applicable, the same shall be controlling and shall take precedence over the requirement under this section that the entire prorata share of the cost of installation of the sewer be paid at time of connection to the city sewage collection system.

Section 2. Section 6 (a), Article III, Part 2, Ordinance No. 97, also being Section 6(a) of Article III, Part 2, Chapter 7 - SEWERS, Municipal Code of the City of LeRoy, Illinois 1975 (as amended), is hereby repealed.

Section 3. New Section 6(a), Article III, Part 2, Ordinance No. 97, also being new Section 6(a) of Article III, Part 2, Chapter 7 - SEWERS, Municipal Code of the City of LeRoy, Illinois 1975 (as amended), is hereby added in words and figures as follows:

Section 6.(a). Trunkline Sanitary Sewers: Any person, firm, corporation or agency whatsoever who or which shall be allowed to tap into any of the following designated sewer mains shall pay (separate and apart from any other charges), tap-on, hook-up, and construction fees and charges at the rate hereinafter established. To the extent Section 6 (c)., of Article III, Part 2, Ordinance No. 97, and Article III, Part 2, Chapter 7 - SEWERS, Municipal Code of the City of LeRoy, Illinois 1975 (as amended), are applicable, the same shall be controlling and shall take precedence over the requirement under this section that the entire tap-on, hook-up, or construction fee or charge be paid at or prior to time of connection to the city sewage collection system.

Section 4. Section 6(b), Article III, Part 2, Ordinance No. 97, also being Section 6(a) of Article III, Part 2, Chapter 7 - SEWERS, Municipal Code of the City of LeRoy, Illinois 1975 (as amended), is hereby repealed in its entirety, including Section 6(b) as set forth in Section 4 of Ordinance No. 489, Section 6(b) as set forth in Section 1 of Ordinance 534, and Section 6(b) as set forth in Section 1 of Ordinance No. 630.

Section 5. New Section 6(b), Article III, Part 2, Ordinance No. 97, also being new Section 6(b) of Article III, Part 2, Chapter 7 - SEWERS, Municipal Code of the City of LeRoy, Illinois 1975 (as amended), is hereby added in words and figures as follows:

[Section 6] (b) A sewer construction fee (in addition to any tap-on or inspection fee otherwise required) shall be paid by lot owners of the following designated lots prior to being permitted to connect the improvements on such lot to the city sewage collection system. The fee shall be set forth as follows:

<u>Designated Areas (I)</u>	<u>Fees</u>
Lots 1,29 thru 49, 58, 59, 60, 86 thru 90, 95, 96, and 97, Golden Eagle Estates Subdivision of the City of LeRoy, McLean County, Illinois.	sewer construction fee: <u>\$2,500.00</u>
	(if hook-up is made on or before March 14, 1996)
Lots 1,29 thru 49, 58, 59, 60, 86 thru 90, 95, 96, and 97, Golden Eagle Estates Subdivision of the City of LeRoy, McLean County, Illinois.	sewer construction fee of: <u>\$3,500.00</u>
	(if hook-up is made anytime on or after March 15, 1996, and before March 15, 1997)
Lots 1,29 thru 49, 58, 59, 60, 86 thru 90, 95, 96, and 97, Golden Eagle Estates Subdivision of the City of LeRoy, McLean County, Illinois.	sewer construction fee of: <u>\$3,700.00</u>
	(if hook-up is made anytime on or after March 15, 1997, and before March 15, 1998)
Lots 1,29 thru 49, 58, 59, 60, 86 thru 90, 95, 96, and 97, Golden Eagle Estates Subdivision of the City of LeRoy, McLean County, Illinois.	sewer construction fee of: <u>\$3,900.00</u>
	(if hook-up is made anytime on or after March 15, 1998, and before March 15, 1999)
Lots 1,29 thru 49, 58, 59, 60, 86 thru 90, 95, 96, and 97, Golden Eagle Estates Subdivision of the City of LeRoy, McLean County, Illinois.	sewer construction fee of: <u>\$4,100.00</u>
	(if hook-up is made anytime on or after March 15, 1999, and before March 15, 2000)
Lots 1,29 thru 49, 58, 59, 60, 86 thru 90, 95, 96, and 97, Golden Eagle Estates Subdivision of the City of LeRoy, McLean County, Illinois.	sewer construction fee of: <u>\$4,500.00</u>
	(if hook-up is made anytime on or after March 15, 2000)

Designated Areas (II)

Fees

Lots 57,61,62,84 and 85, all in Golden Eagle Estates Subdivision of the City of LeRoy, McLean County, Illinois.

sewer construction fee \$2,500.00

(if hook-up is made anytime on or before November 1, 1996)

Lots 57,61,62,84 and 85, all in Golden Eagle Estates Subdivision of the City of LeRoy, McLean County, Illinois.

sewer construction fee of \$3,500.00

(if the hook-up is made any time after October 31, 1996, and before November 1, 1997)

Lots 57,61,62,84 and 85, all in Golden Eagle Estates Subdivision of the City of LeRoy, McLean County, Illinois.

sewer construction fee of \$3,700.00

(if hook-up is made anytime after October 31, 1997, and before November 1, 1998)

Lots 57,61,62,84 and 85, all in Golden Eagle Estates Subdivision of the City of LeRoy, McLean County, Illinois.

sewer construction fee of \$3,900.00

(if hook-up is made anytime after October 31, 1998, and before November 1, 1999)

Lots 57,61,62,84 and 85, all in Golden Eagle Estates Subdivision of the City of LeRoy, McLean County, Illinois.

sewer construction fee of \$4,100.00

(if hook-up is made anytime after October 31, 1999, and before November 1, 2000)

Lots 57,61,62,84 and 85, all in Golden Eagle Estates Subdivision of the City of LeRoy, McLean County, Illinois.

sewer construction fee of \$4,500.00

(if hook-up is made anytime after October 31, 2000)

Designated Areas (III)

Fees

Lots 5 and 9, all in Central Prairies Commercial Park Subdivision, and Lots 1 and 16, in Buckles Grove Subdivision, all in the City of LeRoy, McLean County, Illinois.

sewer construction fee \$2,500.00

(if hook-up is made on or before September 15, 1998)

Lots 5 and 9, all in Central Prairies Commercial Park Subdivision, and Lots 1 and 16, in Buckles Grove Subdivision, all in the City of LeRoy, McLean County, Illinois.

sewer construction fee of \$3,500.00

(if hook-up is made anytime on or after September 14, 1998, and before September 15, 1999)

Lots 5 and 9, all in Central Prairies Commercial Park Subdivision, and Lots 1 and 16, in Buckles Grove Subdivision, all in the City of LeRoy, McLean County, Illinois.

sewer construction fee of \$3,700.00

(if hook-up is made anytime after September 14, 1999, and before September 15, 2000)

Lots 5 and 9, all in Central Prairies Commercial Park Subdivision, and Lots 1 and 16, in Buckles Grove Subdivision, all in the City of LeRoy, McLean County, Illinois.

sewer construction fee of \$3,900.00

(if hook-up is made anytime after September 14, 2000, and before September 15, 2001)

Lots 5 and 9, all in Central Prairies Commercial Park Subdivision, and Lots 1 and 16, in Buckles Grove Subdivision, all in the City of LeRoy, McLean County, Illinois.

sewer construction fee of \$4,100.00

(if hook-up is made anytime after September 14, 2001, and before September 15, 2002)

Lots 5 and 9, all in Central Prairies Commercial Park Subdivision, and Lots 1 and 16, in Buckles Grove Subdivision, all in the City of LeRoy, McLean County, Illinois.

sewer construction fee of \$4,500.00

(if hook-up is made anytime after September 14, 2002)

Designated Areas (IV)

Fees

All other lots in Golden Eagle Estates Subdivision of the City of LeRoy, not previously described in this ordinance under the sub-headings "Designated Areas (I), (II), (III)."

sewer construction fee of \$2,500.00

(if hook-up is made within 3 years from the date of passage and approval of this ordinance)

All other lots in Golden Eagle Estates Subdivision of the City of LeRoy, not previously described in this ordinance under the sub-headings "Designated Areas (I), (II), (III)."

sewer construction fee of \$3,500.00

(if hook-up is made anytime between the beginning and end of the 4th year from the date of passage and approval of this ordinance)

All other lots in Golden Eagle Estates Subdivision of the City of LeRoy, not previously described in this ordinance under the sub-headings "Designated Areas (I), (II), (III)."

sewer construction fee of \$3,700.00

(if hook-up is made anytime between the beginning and end of the 5th year from the date of passage and approval of this ordinance)

All other lots in Golden Eagle Estates Subdivision of the City of LeRoy, not previously described in this ordinance under the sub-headings "Designated Areas (I), (II), (III)."

sewer construction fee of \$3,900.00

(if hook-up is made anytime between the beginning and end of the 6th year from the date of passage and approval of this ordinance)

All other lots in Golden Eagle Estates Subdivision of the City of LeRoy, not previously described in this ordinance under the sub-headings "Designated Areas (I), (II), (III)."

sewer construction fee of \$4,100.00

(if hook-up is made anytime between the beginning and end of the 7th year from the date of passage and approval of this ordinance)

All other lots in Golden Eagle Estates Subdivision of the City of LeRoy, not previously described in this ordinance under the sub-headings "Designated Areas (I), (II), (III)."

sewer construction fee of \$4,500.00

(if hook-up is made anytime after the end of the 7th year from the date of passage and approval of this ordinance)

Section 6. New Section 6(c), Article III, Part 2, Ordinance No. 97, also being new Section 6(c) of Article III, Part 2, Chapter 7 - SEWERS, Municipal Code of the City of LeRoy, Illinois 1975 (as amended), is hereby added in words and figures as follows:

[Section 6] (c)

- (i) In lieu of a lump sum or flat fee amount to be paid on or before the time of any tap or connection made into the city sewage collection system for any of the previously described lots not already connected to the city sewage collection system, as set forth previously under section 6(b) of Article III, Part 2, Chapter 7 - SEWERS, Municipal Code of the City of LeRoy, Illinois 1975 (as amended) (and of

Ordinance No. 97), any owner of any of the previously designated lots, whether a house exists on such lot or not at this time, may, until 4:30 p.m. on Monday, March 31, 1997, deposit two signed copies of a contract in that form as set forth in Exhibit A, attached hereto and incorporated herein by reference, with the City Clerk of the City of LeRoy, receiving a receipt from the City Clerk stating that the contracts and copy were delivered on a certain date, at a certain time. After the contracts have been fully signed by the lot owners and by the city, one signed copy will be returned to the lot owner and the other signed copy will be recorded, at the city's expense, and that copy will then be retained by the city. The owner of such lot shall pay the sewer construction fee (as well as the tap-on and inspection fees) in accordance with the contract. When the payments have been made in full and the house on the lot has been connected to the city sewage collection system the city will, at the request of the lot owner, prepare and deliver a release or other document evidencing the completion of the contract on the part of the lot owner, such release or other document to be recorded (at the lot owner's expense).

- (ii) Any owner of any of the previously designated lots, whether a house exists on such lot or not at this time, may, until 4:30 p.m. on Friday, September 26, 1997, deposit two signed copies of a contract in that form as set forth in Exhibit A, attached hereto and incorporated herein by reference, with the City Clerk of the City of LeRoy, receiving a receipt from the City Clerk stating that the contract and copy were delivered on a certain date, at a certain time, and depositing with said city clerk an amount of money equal to the monthly payments that would have been billed beginning April, 1997, under the installment payment arrangement as set forth in the aforesaid contract and as described in this ordinance. It is the intention of the City Council that a grace period shall be established from March 31, 1997, through and including 4:30 p.m. on September 26, 1997, during which grace period any owner of any lot previously described herein shall have the opportunity, upon payment of those payments that would have been billed had the owner filed his or her contract with the City on or before March 31, 1997, to enter into this installment arrangement with the City of LeRoy.
- (iii) For any person or persons who become the owner or owners of any of the previously designated lots after March 31, 1997, such owners shall have the right, for three months from the date of conveyance of the lot to the new owner, or from the date possession was granted in the event purchase of the lot is made by an installment contract, to deposit two signed copies of a contract in that form as set forth in Exhibit A, attached hereto and incorporated herein by reference, with the City Clerk of the City of LeRoy, receiving a receipt from the City Clerk stating the contract and copy were delivered on a certain date, at a certain time, and depositing with said city clerk an amount of money equal to the monthly payments that would have been billed beginning April, 1997, under the installment payment arrangement as set forth in the aforesaid contract and as described in this ordinance. Further, as proof of the date of conveyance of title to the lot, or of the date possession was granted under an installment sale contract, the owner or buyer shall, at the time of depositing the contract and copy with the city clerk, produce and make available to said clerk, for copying, the original deed or an original, or copy of the original, installment sale contract bearing original signatures.
- (iv) Beginning April 1, 2005, any house on any of the lots described in the preceding section 6(b) not connected to the city sewage collection system shall be billed a monthly sewer user's fee at the regular rate designated from time to time by city ordinance, said fee being calculated based on metered water use for the residence. Any house connected to the city sewage collection system prior to April 1, 2005, shall be billed the monthly sewer user's fee beginning at time of connection to the collection system.

- (v) Owners of vacant lots shall be allowed to participate in the voluntary installment payment plan. At the conclusion of the eight year period for making the installment payments, should there still be no structure on the premises, the lot owner shall not be required to make any other payment (such as a sewer user's fee) until such time as improvements have been constructed upon the lot and a connection made to the city sewage collection system for the improvements on the lot.
- (vi) Any owner of any lot designated in the preceding section 6(b) which lot shall not be connected to the city sewage collection system by March 31, 1997, but as to which lot the city has received the sewer construction fee shall not be required to pay the sewer user's fee until April 1, 2005, or when the house on the lot is connected to the city sewage collection system, whichever occurs first. The owner of any such lot shall be required to enter into the contract as previously described in section 6(c) (i), and the payments due under said contract for the sewer construction fee shall be noted in the city's records as fully paid.
- (vii) All funds paid under the voluntary payment plan shall be set aside and used for completion of the city's sewage collection system in Golden Eagle Estates Subdivision until the same has been completed, any then remaining funds shall be available for use of the general sewer department of the city.

Section 7. All ordinances, or parts thereof, resolutions, or parts thereof, in conflict with this ordinance shall be and the same are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect as set forth hereafter.

Section 8. Nothing in this ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 7 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 9. 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
 _____ Bill Swindle _____, seconded by _____ Dave McClelland _____
 _____, by roll call vote on the 14th day of November, 1996, as follows:


Aldermen elected 6 Aldermen present 6

VOTING AYE: Ron Litherland, Dave McClelland, Lois Parkin, Dawn Thompson, Fred Dodson,
 (full names) Bill Swindle


VOTING NAY: None
 (full names)

ABSENT, ABSTAIN, OTHER: None
 (full names)

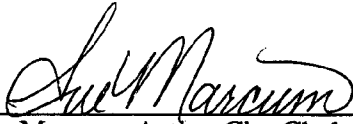
and deposited and filed in the office of the Acting City Clerk in said municipality on the 4th day of November, 1996.

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

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 4th day of November, 1996.

X 
Jerry C. Davis, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)

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

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

After recording return to:

AGREEMENT FOR INSTALLMENT PAYMENT OF SEWER CONSTRUCTION FEE

THIS AGREEMENT is entered into this _____ day of _____, 19____,
between _____
_____, [husband and wife], of _____
_____, LeRoy, Illinois
61752 (hereinafter referred to as "LOT OWNER"), and the City of LeRoy, McLean County, Illinois, an
Illinois municipal corporation, having its principal business office at 111 E. Center Street, LeRoy, Illinois
61752 (hereinafter referred to as "CITY").

Recitals.

A. LOT OWNER is the owner of the following described real estate (legal description and
common address of the lot):

Lot ____ in Golden Eagle Estates Addition to the City of LeRoy, according to the Plat thereof
recorded November 30, 1977, as Document No. 77-18580, in McLean County, Illinois.

(PIN: (Book 15) 30- - -)

Address: _____, LeRoy, Illinois 61752.

B. CITY maintains a sewage collection and treatment system in and about the City of LeRoy.
CITY has constructed a portion of its sewage collection system such that a portion of said system is
located within seventy-five (75) feet or less of the real estate previously described herein, or CITY shall
complete construction, not later than March 31, 2005, of a portion of its sewage collection system in order
that such portion shall be not more than seventy-five (75) feet from the nearest part of the real estate
previously described herein when measured from the nearest boundary of the aforesaid lot to the nearest

point of the CITY sewage collection system. CITY desires to offset the expense of its construction for the portion of its sewage collection system already in place, and to be able to afford to construct the remaining portion of the sewage collection system in the vicinity of the real estate described herein. LOT OWNER does not desire, at this time, to immediately tap-on to CITY's sewage collection system, to the extent the same is located on or within seventy-five (75) feet of LOT OWNER's previously described real estate, but LOT OWNER does wish to obtain certain benefits, as permitted by CITY ordinance, to pay the sewer construction fee required to be paid to CITY by LOT OWNER before LOT OWNER shall be entitled to connect LOT OWNER's house sewage disposal system to CITY's sewage collection system.

C. The parties to this Agreement mutually agree that it is in the respective best interests of each party that they enter into this Agreement.

Covenants.

1. The foregoing recitals are made a part of this Agreement.
2. Beginning in April of 1997, with the usual CITY billing for water and sewer user fees, to be sent in the month of April, LOT OWNER shall be billed for and shall pay a \$25.00 per month installment payment for the next ninety-six (96) months, said payment to be billed as part of CITY's regular monthly sewer and water billing for LOT OWNER's lot and any residence located thereon. At the conclusion of the ninety-six (96) monthly installment payments, or sooner in the event LOT OWNER, or his, her or their successor in interest connects LOT OWNER's residence on the real estate previously described in the foregoing recitals to CITY's sewage collection system, CITY shall bill LOT OWNER for the actual sewage services used, based on the water meter reading, from time to time, or, in the event LOT OWNER has not connected the previously described lot to CITY's sewage collection system, LOT OWNER agrees CITY shall bill LOT OWNER for an amount equal to the sewer user's fee that would otherwise be billed monthly, based on the monthly amount of water usage metered to the subject premises.
3. The total sewer construction fee or charge due from LOT OWNER in order for LOT OWNER to be entitled to connect LOT OWNER's residence on the subject lot to CITY's sewage collection system is \$2,400.00. So long as LOT OWNER has entered into this Agreement and has made the monthly

payments regularly when due, LOT OWNER shall have the privilege of connecting to CITY's sewage collection system before LOT OWNER has completed making the monthly installment payments. LOT OWNER shall continue, after making such connection, to be obligated to make the rest of the monthly payments when due and in the amounts due from time to time, and agrees to make such payments regularly until paid in full in accordance with this agreement.

4. CITY's sewer tap-on fee (currently \$100.00) and the inspection fee for making a sewer system tap from private property to CITY's system (currently \$10.00) shall not be increased from the respective amounts of \$100.00 and \$10.00 as to the real estate previously described herein so long as all installment payments under this contract have been made, each by its respective due date, regardless of how long after the date of this contract improvements are made on the previously described lot, and such improvements connected to the CITY sewage collection system. Further, the payment of the \$2,400.00 total amount due under this Agreement shall be deemed to include payment of those two respective fees (the \$100.00 tap-on fee and the \$10.00 inspection fee).

5. In the event LOT OWNER has no private waste disposal system on the subject premises (such as a sand filter or septic tank and drain field disposal system), at such time as improvements are constructed and completed and ready for occupancy, such improvements must be connected to CITY's sewage collection system. LOT OWNER acknowledges that LOT OWNER understands CITY's permitting LOT OWNER to make installment payments in accordance with this Agreement does not excuse LOT OWNER from complying with other CITY ordinances requiring connection to CITY's sewage collection system in the event the subject premises are currently unimproved, or in the event that improvements are currently under construction on the premises, so long as CITY's sewage collection system is reasonably available for connection to the premises previously described herein.

6. CITY agrees it shall complete construction of CITY's sewage collection system adjacent to the premises previously described herein and shall make such system available for connection and use for the benefit of the premises previously described herein not later than March 31, 2005.

7. Upon payment of the balance due under this Agreement, in full, and connection to CITY's sewage collection system, CITY shall, promptly upon request by LOT OWNER, or LOT OWNER's

successor in interest, issue a release or other document appropriate for recording (at LOT OWNER's expense) stating this Agreement has been completed and that LOT OWNER or LOT OWNER's successors in interest have performed in full as required under this Agreement.

8. COVENANT RUNNING WITH THE LAND. The parties to this Agreement hereby specify this Agreement and the provisions contained herein shall constitute covenants to run with the land, as provided by law, such land being as previously described in the recitals of this Agreement, said rentals having been made a part a part of these covenants, as previously set forth herein, and such covenants, shall be binding upon all parties and persons claiming under them, and shall be for the benefit of and shall be a limitation upon all future owners of said real estate.

9. ENFORCEABILITY. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto, by any appropriate action at law or in equity to secure the performance of the covenants herein contained. Upon a breach of this Agreement any of the parties in a court of competent jurisdiction, by any action or proceeding at law or in equity, may be awarded damages for failure of performance, may obtain rescission and damages for repudiation or material failure of performance, or may exercise any other remedy available at law or in equity.

10. SEVERABILITY. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised from this Agreement and the invalidity of such provision shall not affect any of the other provisions contained herein.

11. CHOICE OF LAW. This Agreement shall be construed, governed and administered in accordance with the laws of the State of Illinois, without the principals of conflicts of law.

12. COOPERATION AND ADDITIONAL DOCUMENTS. Each party agrees to cooperate with the other in carrying out the provisions of this Agreement and shall execute and deliver, or cause to be executed and delivered, such additional documents and instruments, and do or cause to be done, all further and additional things necessary, proper or advisable under applicable law to consummate and make effective the matters contemplated by this Agreement.

13. TIME OF THE ESSENCE. Time shall be deemed the essence of this Agreement. Each party agrees to use his, her or its best efforts and to make every reasonable effort to expedite the subject matter hereof, and acknowledges that the successful performance of this Agreement requires the continued cooperation of each party to this Agreement.

14. NO OTHER AGREEMENTS. Except as otherwise expressly provided herein, this Agreement shall supersede all prior agreements, negotiations, and discussions relative to the subject matter hereof, and shall constitute a full integration of the understandings and agreements among the parties to this Agreement.

15. Except as otherwise provided in this Agreement, wherever consent or approval of the other party is required, such consent or approval shall not be unreasonably be withheld.

16. SECTION HEADINGS. Section or paragraph headings, or lack thereof, that may be used in various places throughout this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

17. ATTORNEY'S FEES. Should any party to this Agreement incur fees, costs, or other expenses, including, but not limited to, reasonable attorneys' fees, as a result of the other party's breach of any provision of this Agreement or failure to perform any obligation under the terms of this Agreement, then the party breaching or so failing to perform shall be liable to the other party or parties for such reasonable attorneys' fees, costs and expenses incurred by such other party or parties in enforcing its or their remedies or the provisions of this Agreement.

18. WAIVER. Except as otherwise provided in this Agreement, any failure by any of the parties to comply with any obligation, covenant, agreement, or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist on strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

19. NOTICES. All notices, consents, waivers, or other communications required or permitted in accordance with this Agreement shall be sufficient if given in writing and delivered personally, or by

telephone facsimile followed by mail, or by express mail, certified mail, or registered mail, as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

If to LOT OWNER:

If to CITY:

City of LeRoy
111 E. Center Street, P.O. Box 151
LeRoy, Illinois 61752
Attn: City Clerk

20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any other counterpart.

21. This Agreement shall be binding upon and inure the benefit of the respective parties and their heirs, administrators, executors, assigns and successors in interest.

IN WITNESS WHEREOF, the parties hereto, at LeRoy, Illinois, have set their hands and seals to this Agreement the date and year first written above.

City of LeRoy, McLean County, Illinois, an Illinois municipal corporation

X _____

By: _____,
Mayor of the
City of LeRoy, McLean County, Illinois

X _____

ATTEST: (SEAL)

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

STATE OF ILLINOIS }
 } ss.
MCLEAN COUNTY }

I, the undersigned, a Notary Public in, and for the said County and State aforesaid, DO HEREBY CERTIFY that _____

_____, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their 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 _____, 199__.

Notary Public My Commission Expires: _____

STATE OF ILLINOIS }
 } ss.
MCLEAN COUNTY }

I, the undersigned, a Notary Public in, and for the said County and State aforesaid, DO HEREBY CERTIFY that _____, Mayor, and _____, City Clerk of the City of LeRoy, Illinois, an Illinois municipal corporation, personally known to me to be the Mayor and City Clerk as aforesaid, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said municipality, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 199__.

Notary Public My Commission Expires: _____

CERTIFICATE

I, Sue Marcum, certify that I am the duly appointed and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

I further certify that on November 4th, 1996, the Corporate Authorities of such municipality passed and approved Ordinance No. 704, entitled:


AN ORDINANCE AMENDING ORDINANCE NO. 97, ALSO AMENDING CHAPTER 7, SEWERS, MUNICIPAL CODE OF THE CITY OF LEROY, ILLINOIS, 1975 (as amended),

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

The pamphlet form of Ordinance No. 704, 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 4, 1996, 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 November, 1996.

(SEAL)



Acting 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 Acting 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 AMENDING ORDINANCE NO. 97, ALSO AMENDING CHAPTER 7, SEWERS, MUNICIPAL CODE OF THE CITY OF LEROY, ILLINOIS, 1975 (as amended).

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 November, 1996, 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 November, 1996.

X 
Acting City Clerk

(SEAL)