

City

CITY OF LEROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 01-05-04-41

AN ORDINANCE ACCEPTING
GRANT OF SEWER LINE EASEMENT

(A part of Lot 3 in the SW1/4 of Sec. 21, T22N, R4E of the 3rd P.M., City of LeRoy, McLean County, Illinois, per plat recorded in Bk. 41 of Deeds, page 247, re-recorded in Plat Book 2, page 213, and the re-survey recorded May 17, 1889 in Plat Bk. 2, page 516, and more particularly described . . .)

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEROY
THIS 21st DAY OF May, 2001

PRESENTED: May 21, 2001
PASSED: May 21, 2001
APPROVED: May 21, 2001
RECORDED: May 21, 2001
PUBLISHED: May 21, 2001


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 
City Clerk of the City of LeRoy,
McLean County, Illinois
Dated May 21, 2001

ORDINANCE NO. 01-05-04-41

AN ORDINANCE ACCEPTING GRANT OF SEWER LINE EASEMENT

(A part of Lot 3 in the SW1/4 of Sec. 21, T22N, R4E of the 3rd P.M., City of LeRoy, McLean County, Illinois, per plat recorded in Bk. 41 of Deeds, page 247, re-recorded in Plat Book 2, page 213, and the re-survey recorded May 17, 1889 in Plat Bk. 2, page 516, and more particularly described . . .)

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 sewer lines, and

WHEREAS, it is necessary to obtain certain easements for the repair and construction of city sewer lines,

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

Section.1. The 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 Sewer 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 Steve Dean, seconded by Gary Koerner, by roll call vote on the 21st day of May, 2001, as follows:

Aldermen elected 6 Aldermen present 6

VOTING AYE: Dave McClelland, Grace Anderson, Steve Dean, Gary Koerner, John Haney, II, Dawn Thompson. (full names)

VOTING NAY: None (full names)

ABSENT:

.....
(full names)


ABSTAIN:

.....
(full names)

OTHER:

.....
(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 21st day of May, 2001.

X 

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

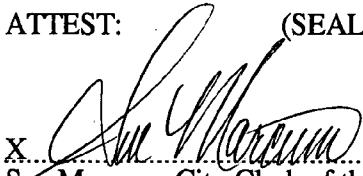
APPROVED BY the Mayor of the City of LeRoy, Illinois, this 21st day of May, 2001.

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

Return to: Hunt Henderson.....
Attorney at Law.....
112 E. Center Street....
LeRoy, IL 61752.....

GRANT OF SANITARY SEWER LINE EASEMENT TO MUNICIPALITY

GRANTORS, MICHAEL E. HANAFIN and GAIL J. HANAFIN, Husband and Wife, of the City of Spring, Harris County, Texas (hereinafter referred to as GRANTORS), 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 (hereinafter referred to as MUNICIPALITY), as follows, and do hereby grant to the CITY OF LE ROY, McLean County, Illinois, a Permanent Easement across the following-described premises (hereinafter referred to as the "Easement Premises"):

A part of Lot 3 in the SW1/4 of Section 21, Township 22 North, Range 4 East of the Third Principal Meridian, City of LeRoy, McLean County, Illinois per plat recorded in Book 41 of Deeds, page 247, re-recorded in Plat Book 2, page 213, and the re-survey recorded May 17, 1889, in Plat Book 2, page 516, more particularly described as follows:

A strip of land 15 feet of even width lying 7.5 feet on each side of the following described centerline: Commencing at the southeast corner of Lot 3; thence North 89 degrees 49 minutes 21 seconds West 30 feet on the south line of said Lot 3 to the west right of way line of East Street; thence North 00 degrees 07 minutes 24 seconds West 44.70 feet on said west right of way line of East Street to the Point of Beginning; thence North 67 degrees 27 minutes 09 seconds West 32.46 feet; thence North 73 degrees 26 minutes 43 seconds West 160.31 feet to the Point of Termination on the east right of way line of Chestnut Street (relocated F.A. Route 119) (PIN: underlying lands: [Bk. 15] 30-21-352-001),

(and as shown in an easement plat, a copy of which is attached hereto as Exhibit A, incorporated herein by reference).

The easement granted herein shall be for the limited purposes of constructing, reconstructing, installing, replacing, repairing and maintaining one or more sub-surface municipal sanitary sewer 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 GRANTORS, MUNICIPALITY agrees as follows:

1. Upon completion of any construction, reconstruction, installation, replacement, repair, or maintenance, of any one or more sub-surface sanitary sewer lines, as provided previously herein, MUNICIPALITY 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. GRANTORS shall have the right to use the premises located within the easement description for purposes not inconsistent with MUNICIPALITY'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 MUNICIPALITY, including, but not limited to, construction, reconstruction, operation and maintenance, in good repair, of the aforesaid sub-surface sanitary sewer lines shall be the duty and obligation of MUNICIPALITY and MUNICIPALITY shall repair any damage caused by it to GRANTORS' premises, and shall save and hold harmless and indemnify GRANTORS from any and all liability which may be incurred by GRANTORS by reason of the construction, reconstruction, maintenance, in good repair, or operation, of said sub-surface sanitary sewer line(s) installed by or operated by MUNICIPALITY, and that may be incurred by GRANTORS by reason of MUNICIPALITY'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 reconstruction of any sub-surface sanitary sewer line(s) installed by or operated by MUNICIPALITY, either existing or to be constructed in the future, including, but not limited to, construction, reconstruction, operation and maintenance of said sub-surface sanitary sewer line(s) installed by or operated by MUNICIPALITY, shall be the duty and obligation of MUNICIPALITY.

4. MUNICIPALITY 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 MUNICIPALITY or its agents, employees, or contractors.

5. The parties hereto agree that MUNICIPALITY, 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 GRANTORS shall not place any fencing along the sides, on either end, or within the easement way, without MUNICIPALITY's consent; nor shall GRANTORS place any improvements along the sides, on either end, or within the easement way, without MUNICIPALITY's consent; nor shall GRANTORS place or plant, or cause to be placed or planted, any trees or shrubs along the sides, on either end, or within the easement way, without MUNICIPALITY's consent. MUNICIPALITY's consent shall not be unreasonably withheld.

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 (MUNICIPALITY) 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, in which case, any additional attorney fees, costs or other expenses incurred in the collection of the aforesaid fees, costs, and expenses shall also be due from the party failing 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 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 MUNICIPALITY, then:
City of LeRoy.....
111 E. Center Street...
LeRoy, Illinois 61752

If to GRANTOR, then:
Michael and Gail Hanafin.....
5315 Dunleith Lane.....
Spring, Texas 77379.....

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 16th day of FEB, 2001.

Michael E. Hanafin (Seal)
Michael E. Hanafin, Grantor

Gail J. Hanafin (Seal)
Gail J. Hanafin, 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

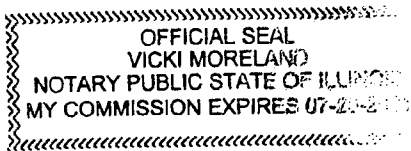
STATE OF ILLINOIS)
) SS:
COUNTY OF MC LEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that MICHAEL E. HANAFIN and GAIL J. HANAFIN, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as 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 16th day of February, 2001.

Wicki Moreland
Notary Public

My commission expires: 7-28-01



STATE OF ILLINOIS)
) SS:
COUNTY OF MC LEAN)

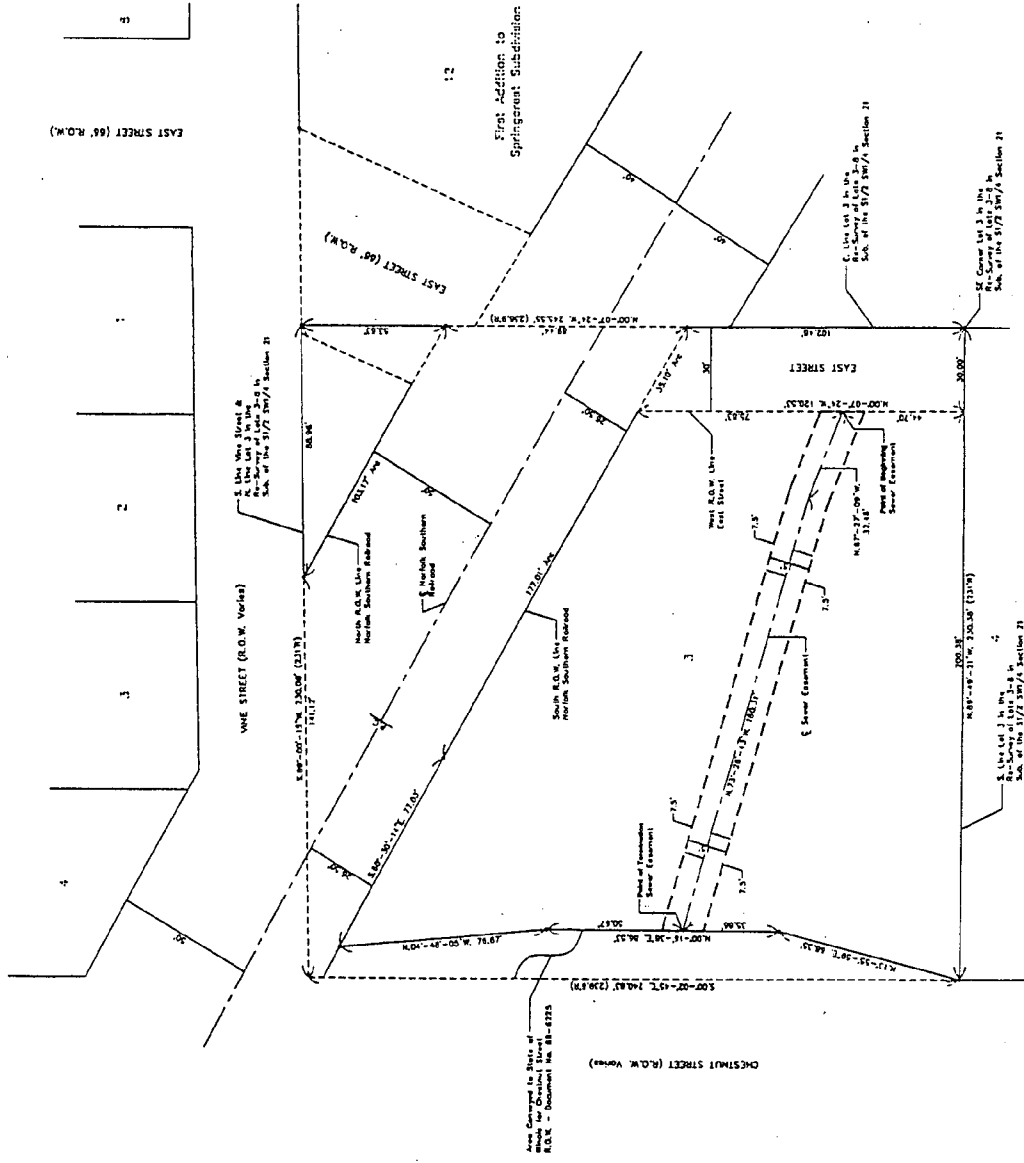
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Robert Rice, personally known to me to be the Mayor of the City of LeRoy, and Sue Marcum, personally known to me to be the City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed, 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 _____, 2001.

Notary Public

My commission expires:_____

EASEMENT DEDICATION PLAT
 A part of Lot 3 in the Subdivision of the SW1/4 of Section 21,
 T. 22 N., R. 4 E., 3 P.M., City of LaFoy, McLean County, Illinois



Some Easement Land Descriptions

A part of Lot 3 in the Subdivision of the SW1/4 of Section 21, T. 22 N., R. 4 E., 3 P.M., City of LaFoy, McLean County, Illinois, is shown in the plat. The plat is a part of the record in Book 11 of Deeds, page 211, as recorded in Plat Book 2 page 313, particularly described as follows:

A strip of land 15 feet in width lying 2.5 feet on each side of the following sewer line commencing at the southeast corner of Lot 3 thence N89°27'24"W 44.20 feet to an iron pipe top of manhole on East Street thence S89°27'24"W 44.20 feet to an iron pipe top of manhole on West Street thence N89°27'24"W 44.20 feet to the West Bank of Termination on the west side of map line of Chestnut Street (Recorded P.A. Book 115).



As witness, I, the undersigned, a duly Licensed Professional Land Surveyor No. 1831, do hereby certify that to the best of my knowledge and belief this plat shows the same in an accurate and correct manner and that the same is to be dedicated to the City of LaFoy made under my direction.

Perry L. Lewis
 Perry L. Lewis
 Licensed Professional Land Surveyor No. 1831

Lewia Yockey & Brown, Inc. Consulting Engineers & Land Surveyors		Map No.	552
200 North Main Street LaFoy, Ill. 61751	103 South One Street LaFoy, Ill. 61751	Sheet	BK3
P. (207) 247-251	P. (207) 247-251	Block	313
P. (207) 247-252	P. (207) 247-251	Page	1

EXHIBIT A
 (to the Grant of Sanitary Sewer Line Easement to Municipality)

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 May 21, 2001, the Corporate Authorities of such municipality passed and approved Ordinance No. 01-05-04-41, entitled:

AN ORDINANCE ACCEPTING
GRANT OF SEWER LINE EASEMENT


(A part of Lot 3 in the SW1/4 of Sec. 21, T22N, R4E of the 3rd P.M., City of LeRoy, McLean County, Illinois, per plat recorded in Bk. 41 of Deeds, page 247, re-recorded in Plat Book 2, page 213, and the re-survey recorded May 17, 1889 in Plat Bk. 2, page 516, and more particularly described . . .),

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

The pamphlet form of Ordinance No. 01-05-04-41, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on May 21, 2001, 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 21st day of May, 2001.

(SEAL)


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 SEWER LINE EASEMENT**

(A part of Lot 3 in the SW1/4 of Sec. 21, T22N, R4E of the 3rd P.M., City of LeRoy, McLean County, Illinois, per plat recorded in Bk. 41 of Deeds, page 247, re-recorded in Plat Book 2, page 213, and the re-survey recorded May 17, 1889 in Plat Bk. 2, page 516, and more particularly described . . .).

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 21st day of May, 2001, 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 21st day of May, 2001.

X 
City Clerk

(SEAL)

Return to: Hunt Henderson.....
Attorney at Law.....
112 E. Center Street....
LeRoy, IL 61752.....

GRANT OF SANITARY SEWER LINE EASEMENT TO MUNICIPALITY

GRANTORS, MICHAEL E. HANAFIN and GAIL J. HANAFIN, Husband and Wife, of the City of Spring, Harris County, Texas (hereinafter referred to as GRANTORS), 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 (hereinafter referred to as MUNICIPALITY), as follows, and do hereby grant to the CITY OF LE ROY, McLean County, Illinois, a Permanent Easement across the following-described premises (hereinafter referred to as the "Easement Premises"):

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(and as shown in an easement plat, a copy of which is attached hereto as Exhibit A, incorporated herein by reference).

The easement granted herein shall be for the limited purposes of constructing, reconstructing, installing, replacing, repairing and maintaining one or more sub-surface municipal sanitary sewer 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 GRANTORS, MUNICIPALITY agrees as follows:

1. Upon completion of any construction, reconstruction, installation, replacement, repair, or maintenance, of any one or more sub-surface sanitary sewer lines, as provided previously herein, MUNICIPALITY 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. GRANTORS shall have the right to use the premises located within the easement description for purposes not inconsistent with MUNICIPALITY'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 MUNICIPALITY, including, but not limited to, construction, reconstruction, operation and maintenance, in good repair, of the aforesaid sub-surface sanitary sewer lines shall be the duty and obligation of MUNICIPALITY and MUNICIPALITY shall repair any damage caused by it to GRANTORS' premises, and shall save and hold harmless and indemnify GRANTORS from any and all liability which may be incurred by GRANTORS by reason of the construction, reconstruction, maintenance, in good repair, or operation, of said sub-surface sanitary sewer line(s) installed by or operated by MUNICIPALITY, and that may be incurred by GRANTORS by reason of MUNICIPALITY'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 reconstruction of any sub-surface sanitary sewer line(s) installed by or operated by MUNICIPALITY, either existing or to be constructed in the future, including, but not limited to, construction, reconstruction, operation and maintenance of said sub-surface sanitary sewer line(s) installed by or operated by MUNICIPALITY, shall be the duty and obligation of MUNICIPALITY.

4. MUNICIPALITY 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 MUNICIPALITY or its agents, employees, or contractors.

5. The parties hereto agree that MUNICIPALITY, 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 GRANTORS shall not place any fencing along the sides, on either end, or within the easement way, without MUNICIPALITY's consent; nor shall GRANTORS place any improvements along the sides, on either end, or within the easement way, without MUNICIPALITY's consent; nor shall GRANTORS place or plant, or cause to be placed or planted, any trees or shrubs along the sides, on either end, or within the easement way, without MUNICIPALITY's consent. MUNICIPALITY's consent shall not be unreasonably withheld.

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 (MUNICIPALITY) 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, in which case, any additional attorney fees, costs or other expenses incurred in the collection of the aforesaid fees, costs, and expenses shall also be due from the party failing 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 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 MUNICIPALITY, then:
City of LeRoy.....
111 E. Center Street...
LeRoy, Illinois 61752

If to GRANTOR, then:
Michael and Gail Hanafin.....
5315 Dunleith Lane.....
Spring, Texas 77379.....

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 16th day of FEB, 2001.

Michael E. Hanafin (Seal)
Michael E. Hanafin, Grantor

Gail J. Hanafin (Seal)
Gail J. Hanafin, 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

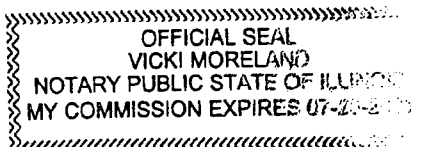
STATE OF ILLINOIS)
) SS:
COUNTY OF MC LEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that MICHAEL E. HANAFIN and GAIL J. HANAFIN, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as 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 16th day of February, 2001.

Vicki Moreland
Notary Public

My commission expires: 7-28-01



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 Robert Rice, personally known to me to be the Mayor of the City of LeRoy, and Sue Marcum, 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, 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 _____, 2001.

Notary Public

My commission expires: _____

Return to: Hunt Henderson.....
Attorney at Law.....
112 E. Center Street....
LeRoy, IL 61752.....

GRANT OF SANITARY SEWER LINE EASEMENT TO MUNICIPALITY

GRANTORS, MICHAEL E. HANAFIN and GAIL J. HANAFIN; Husband and Wife, of the City of Spring, Harris County, Texas (hereinafter referred to as GRANTORS), 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 (hereinafter referred to as MUNICIPALITY), as follows, and do hereby grant to the CITY OF LE ROY, McLean County, Illinois, a Permanent Easement across the following-described premises (hereinafter referred to as the "Easement Premises"):

A part of Lot 3 in the SW1/4 of Section 21, Township 22 North, Range 4 East of the Third Principal Meridian, City of LeRoy, McLean County, Illinois per plat recorded in Book 41 of Deeds, page 247, re-recorded in Plat Book 2, page 213, and the re-survey recorded May 17, 1889, in Plat Book 2, page 516, more particularly described as follows:

A strip of land 15 feet of even width lying 7.5 feet on each side of the following described centerline: Commencing at the southeast corner of Lot 3; thence North 89 degrees 49 minutes 21 seconds West 30 feet on the south line of said Lot 3 to the west right of way line of East Street; thence North 00 degrees 07 minutes 24 seconds West 44.70 feet on said west right of way line of East Street to the Point of Beginning; thence North 67 degrees 27 minutes 09 seconds West 32.46 feet; thence North 73 degrees 26 minutes 43 seconds West 160.31 feet to the Point of Termination on the east right of way line of Chestnut Street (relocated F.A. Route 119) (PIN: underlying lands: [Bk. 15] 30-21-352-001),

(and as shown in an easement plat, a copy of which is attached hereto as Exhibit A, incorporated herein by reference).

The easement granted herein shall be for the limited purposes of constructing, reconstructing, installing, replacing, repairing and maintaining one or more sub-surface municipal sanitary sewer 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 GRANTORS, MUNICIPALITY agrees as follows:

1. Upon completion of any construction, reconstruction, installation, replacement, repair, or maintenance, of any one or more sub-surface sanitary sewer lines, as provided previously herein, MUNICIPALITY 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. GRANTORS shall have the right to use the premises located within the easement description for purposes not inconsistent with MUNICIPALITY'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 MUNICIPALITY, including, but not limited to, construction, reconstruction, operation and maintenance, in good repair, of the aforesaid sub-surface sanitary sewer lines shall be the duty and obligation of MUNICIPALITY and MUNICIPALITY shall repair any damage caused by it to GRANTORS' premises, and shall save and hold harmless and indemnify GRANTORS from any and all liability which may be incurred by GRANTORS by reason of the construction, reconstruction, maintenance, in good repair, or operation, of said sub-surface sanitary sewer line(s) installed by or operated by MUNICIPALITY, and that may be incurred by GRANTORS by reason of MUNICIPALITY'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 reconstruction of any sub-surface sanitary sewer line(s) installed by or operated by MUNICIPALITY, either existing or to be constructed in the future, including, but not limited to, construction, reconstruction, operation and maintenance of said sub-surface sanitary sewer line(s) installed by or operated by MUNICIPALITY, shall be the duty and obligation of MUNICIPALITY.

4. MUNICIPALITY 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 MUNICIPALITY or its agents, employees, or contractors.

5. The parties hereto agree that MUNICIPALITY, 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 GRANTORS shall not place any fencing along the sides, on either end, or within the easement way, without MUNICIPALITY's consent; nor shall GRANTORS place any improvements along the sides, on either end, or within the easement way, without MUNICIPALITY's consent; nor shall GRANTORS place or plant, or cause to be placed or planted, any trees or shrubs along the sides, on either end, or within the easement way, without MUNICIPALITY's consent. MUNICIPALITY's consent shall not be unreasonably withheld.

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 (MUNICIPALITY) 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, in which case, any additional attorney fees, costs or other expenses incurred in the collection of the aforesaid fees, costs, and expenses shall also be due from the party failing 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 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 MUNICIPALITY, then:
City of LeRoy.....
111 E. Center Street...
LeRoy, Illinois 61752

If to GRANTOR, then:
Michael and Gail Hanafin.....
5315 Dunleith Lane.....
Spring, Texas 77379.....

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 16th day of FEB, 2001.

Michael E. Hanafin (Seal)
Michael E. Hanafin, Grantor

Gail J. Hanafin (Seal)
Gail J. Hanafin, 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 MICHAEL E. HANAFIN and GAIL J. HANAFIN, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as 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 16th day of February, 2001.

Wicki Moreland
Notary Public

My commission expires: 7-28-01



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 Robert Rice, personally known to me to be the Mayor of the City of LeRoy, and Sue Marcum, 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, 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.

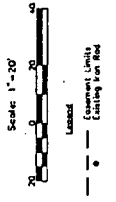
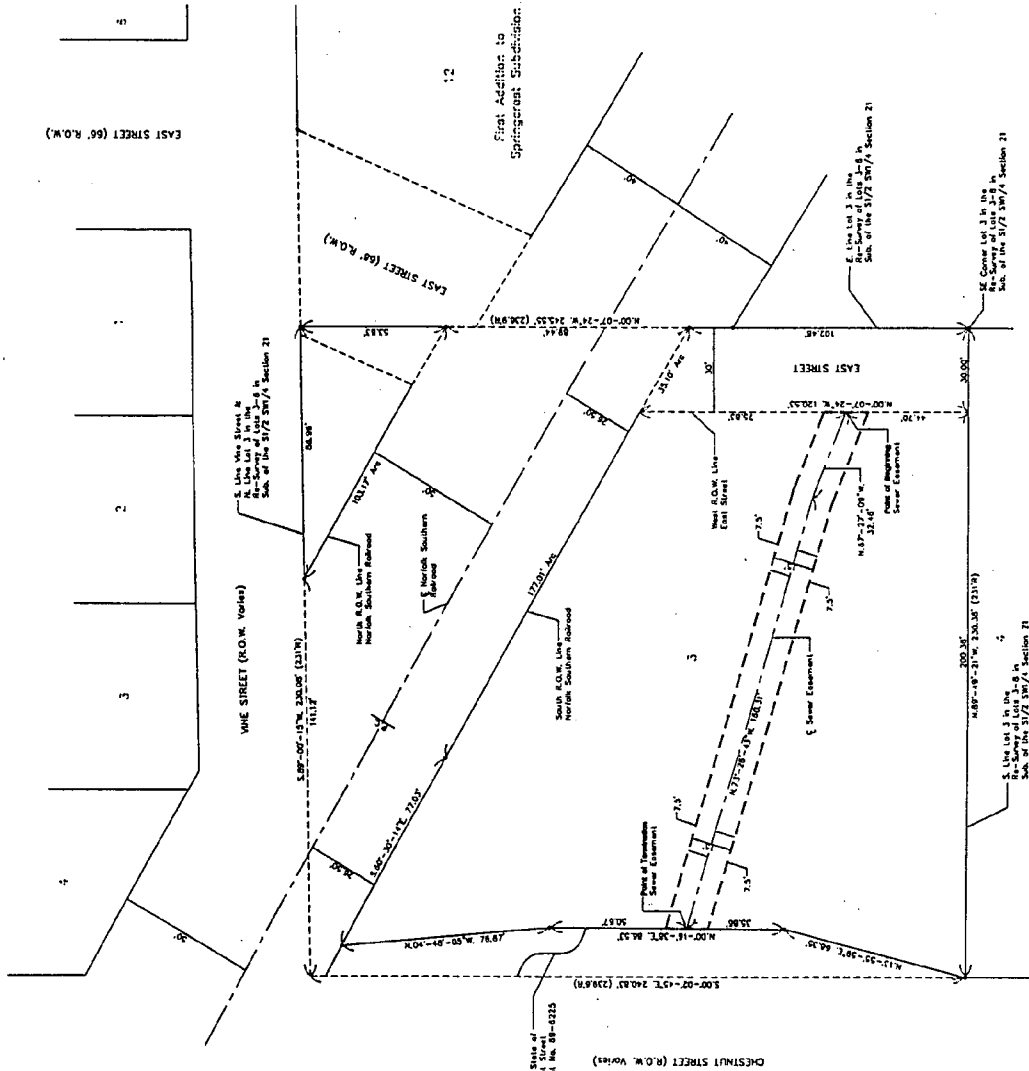
Given under my hand and notarial seal, this _____ day of _____, 2001.

Notary Public

My commission expires: _____

EASEMENT DEDICATION PLAT

A part of Lot 3 in the Subdivision of the SW1/4 of Section 21, T. 22 N., R. 4 E., 3 P.M., City of LaRoy, McLean County, Illinois



Surveyor's Certificate

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

12/03/2000 Date

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



Lewis Yockey & Brown, Inc. Consulting Engineers & Land Surveyors 228 North Main Street LaRoy, Illinois 62430 P. (202) 271-2540 F. (202) 271-2540		No. 532 Date City State Title Name
100 North Main Street LaRoy, Illinois 62430 P. (202) 271-2540 F. (202) 271-2540		No. 532 Date City State Title Name

EXHIBIT A
(to the Grant of Sanitary Sewer Line Easement to Municipality)