

ORDINANCE NO. 8283-15

AN ORDINANCE
APPROVING AND AUTHORIZING
THE EXECUTION OF AN EASEMENT

WHEREAS, in the opinion of at least three-fourths (3/4ths) of the City Council of the City of Urbana, it is no longer necessary, appropriate or in the best interests of the City of Urbana for governmental purposes or proprietary activity of the City to retain the fee simple title to certain real estate needed for an easement for an underground sanitary sewer line and that the best interests of the City of Urbana and its residents will be served by the granting of such easement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the City Council of the City of Urbana, Illinois find as facts the recital hereinabove set forth.

Section 2. That the "Grant of Easement for Underground Sanitary Sewer Line," a copy of which is attached hereto and hereby incorporated by reference, be and the same is hereby approved.

Section 3. That the Mayor is hereby authorized to sign and the City Clerk is hereby authorized to attest the aforesaid Grant of Easement for Underground Sanitary Sewer Line for and on behalf of the City of Urbana.

Section 4. That Ordinance No. 8283-7, entitled "An Ordinance Approving And Authorizing The Execution Of An Easement," which such Ordinance previously approved and

authorized the granting of a similar easement for an underground sanitary sewer line, be and the same is hereby repealed.

This Ordinance is hereby passed at a regular meeting of the City Council by the affirmative vote of three-fourths (3/4ths) of the City Council this 16th day of August, 1982.

Ruth S. Brookens

Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 19th day of

August, 1982.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

GRANT OF EASEMENT
FOR UNDERGROUND SANITARY SEWER LINE

KNOW ALL MEN BY THESE PRESENTS, that the City of Urbana, an Illinois municipal corporation, hereinafter referred to as "Grantor," for and in consideration of One Dollar (\$1.00) and other good and valuable consideration by Quincy Foods, Inc., an Illinois corporation, hereinafter referred to as "Grantee," and the full and faithful performance by Grantee of the terms, conditions and covenants herein contained, has granted, sold and conveyed, and by these presents does grant, sell and convey unto Grantee, its successors and assigns, subject to the terms, conditions and covenants herein below, a nonexclusive and perpetual easement for the purpose of constructing and maintaining an underground sanitary sewer line in and under the following described property:

Part of Out Lot Three (3) of the Original Town of Urbana, now City of Urbana, described as follows:

A strip of land ten feet in width, the centerline of which is described as follows:

Beginning at a point on the south line of said Out Lot Three which is 162.0 feet east of the southwest corner of said Out Lot Three; thence north to the point in the north line of said Out Lot 3, 162.0 feet east of the northwest corner of said Out Lot 3.

Grantee shall pay all costs whatsoever connected with the proposed underground sanitary sewer line to be located within the hereinabove described property, including all engineering, construction and maintenance costs. Grantee shall, at its sole cost and expense, also restore to its former condition of usefulness the pavements of the parking area and all other areas within the hereinabove described property which may be disturbed or interfered with by the construction, maintenance, repair or operation of the underground sanitary sewer line. All surplus excavation and other spoil shall be promptly removed from the hereinabove described property by the Grantee.

Grantee agrees that it shall indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries to or death suffered by persons by reason of the construction, repair, maintenance or operation by Grantee of this underground sanitary sewer line.

It is expressly understood and agreed that the use by Grantee herein of the hereinabove described property shall be at all times subordinate to Grantor's use of said premises, and should any relocation of the sewer main be necessitated at any time in the future as a result of Grantor's use of the hereinabove described property, then such relocation shall be solely at Grantee's expense and shall be done as nearly as practicable in accordance with Grantor's request; and, in such event, Grantor shall furnish Grantee with a new easement for purposes of the relocation of said underground sewer line with the location of such new easement to be approved by Grantee but which such approval shall not be unreasonably withheld.

Grantee does hereby release Grantor, its agents, servants and employees, of and from any and all loss, damage or injury to said underground sanitary sewer line resulting in any manner from Grantor's use of the surface of the servient tract through which the easement passes.

This easement shall continue only so long as Grantee herein shall use the hereinabove described property for the purpose herein described and the same shall immediately lapse and terminate upon cessation of such use. The temporary failure of Grantee to occupy the adjacent premises being benefited by this easement shall not, however, be considered a cessation of such use.

Grantee shall not have or make against Grantor any claim or demand for or on account of any damage Grantee may suffer or sustain because of failure of Grantor's title to the hereinabove described property and land occupied by said underground sanitary sewer line or any part thereof.

Prior to any construction, Grantee shall notify the Engineering Department of the City of Urbana, and during construction, every effort shall be made by Grantee to avoid unnecessary harm to the existing parking area and other surrounding areas of Grantor. All construction and maintenance of the underground sanitary sewer line must be accomplished in a good and workmanlike fashion, and the City of Urbana shall be entitled to an inspection of the project through the Engineering Department prior to final payment of Grantee's contractor.

IN WITNESS WHEREOF, the above-named Grantor has
executed these presents this 26th day of August,
1982.

City of Urbana, Illinois,

By: Jeffrey T. Markland
Jeffrey T. Markland, Mayor

(SEAL)

Attest:

Ruth S. Brookens
Ruth S. Brookens, City Clerk

ACCEPTED for and on behalf of the above-named
Grantee this _____ day of _____, 1982.

Quincy Foods, Inc., an
Illinois Corporation,

By: _____
Its _____

(SEAL)

Attest:

Its _____

This Grant of Easement Prepared By:

Kenneth N. Beth
City Attorney
400 S. Vine Street
Urbana, IL 61801

Recorder, Please Return To:

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8283-15 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

August 19, 1982
Date



GRANT OF EASEMENT
FOR UNDERGROUND SANITARY SEWER LINE

KNOW ALL MEN BY THESE PRESENTS, that the City of Urbana, an Illinois municipal corporation, hereinafter referred to as "Grantor," for and in consideration of One Dollar (\$1.00) and other good and valuable consideration by Quincy Foods, Inc., an Illinois corporation, hereinafter referred to as "Grantee," and the full and faithful performance by Grantee of the terms, conditions and covenants herein contained, has granted, sold and conveyed, and by these presents does grant, sell and convey unto Grantee, its successors and assigns, subject to the terms, conditions and covenants herein below, a nonexclusive and perpetual easement for the purpose of constructing and maintaining an underground sanitary sewer line in and under the following described property:

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Beginning at a point on the south line of said Out Lot Three which is 162.0 feet east of the southwest corner of said Out Lot Three; thence north to the point in the north line of said Out Lot 3, 162.0 feet east of the northwest corner of said Out Lot 3.

Grantee shall pay all costs whatsoever connected with the proposed underground sanitary sewer line to be located within the hereinabove described property, including all engineering, construction and maintenance costs. Grantee shall, at its sole cost and expense, also restore to its former condition of usefulness the pavements of the parking area and all other areas within the hereinabove described property which may be disturbed or interfered with by the construction, maintenance, repair or operation of the underground sanitary sewer line. All surplus excavation and other spoil shall be promptly removed from the hereinabove described property by the Grantee.

Grantee agrees that it shall indemnify, save and keep harmless the Grantor from any and all claims for damage to real and personal property and injuries to or death suffered by persons by reason of the construction, repair, maintenance or operation by Grantee of this underground sanitary sewer line.

It is expressly understood and agreed that the use by Grantee herein of the hereinabove described property shall be at all times subordinate to Grantor's use of said premises, and should any relocation of the sewer main be necessitated at any time in the future as a result of Grantor's use of the hereinabove described property, then such relocation shall be solely at Grantee's expense and shall be done as nearly as practicable in accordance with Grantor's request; and, in such event, Grantor shall furnish Grantee with a new easement for purposes of the relocation of said underground sewer line with the location of such new easement to be approved by Grantee but which such approval shall not be unreasonably withheld.

Grantee does hereby release Grantor, its agents, servants and employees, of and from any and all loss, damage or injury to said underground sanitary sewer line resulting in any manner from Grantor's use of the surface of the servient tract through which the easement passes.

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IN WITNESS WHEREOF, the above-named Grantor has
executed these presents this ____ day of _____,
1982.

City of Urbana, Illinois,

By: _____
Jeffrey T. Markland, Mayor

(SEAL)

Attest:

Ruth S. Brookens, City Clerk

ACCEPTED for and on behalf of the above-named
Grantee this ____ day of _____, 1982.

Quincy Foods, Inc., an
Illinois Corporation,

By: _____
Its _____

(SEAL)

Attest:

Its _____

This Grant of Easement Prepared By:

Kenneth N. Beth
City Attorney
400 S. Vine Street
Urbana, IL 61801

Recorder, Please Return To:

