

ORDINANCE NO. 8283-63

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 cable 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 Cable," 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 Cable for and on behalf of the City of Urbana.

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 4th day of April 1983.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

April APPROVED by the Mayor this 6th day of April, 1983.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8283-63 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

April 6, 1983
Date



GRANT OF EASEMENT
FOR UNDERGROUND CABLE

Deed made this _____ day of _____, 1983, by the City of Urbana, an Illinois municipal corporation, hereinafter referred to as "Grantor", to Urbana Central Development Co., a Delaware corporation authorized to do business in the State of Illinois, hereinafter referred to as "Grantee".

Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration by 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 cable in and under the following described property:

A strip of land 2 feet wide, the centerline of which is described as follows:

Beginning at a point 1.00 feet East of the Southeast corner of Lot 3 of the Central Business Addition, thence Northerly 55.00 feet parallel with the West R.O.W. line of Broadway Avenue, thence Northeasterly 3.14 feet along a tangent curve to the right having a radius of 2.00 feet through a central angle of 90° 00' 00", thence Easterly 22.00 feet perpendicular to the West R.O.W. line of Broadway Avenue, thence Northeasterly 3.14 feet along a tangent curve to the left having a radius of 2.00 feet through a central angle of 90° 00' 00", thence Northerly 41.00 feet parallel with the West R.O.W. line of Broadway Avenue, thence Northeasterly 25.02 feet along a tangent curve to the right having a radius of 61.00 feet through a central angle of 23° 30' 02", said line being 149.30 feet in length, all being a part of the Northwest Quarter of the Northeast Quarter of Section 17, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois.

Grantee shall pay all costs whatsoever connected with the proposed underground cable 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 street and sidewalk 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 cable. 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 cable, unless caused by the sole negligence of Grantor, its agents, servants and employees.

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 underground cable 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 cable 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 cable resulting in any manner from Grantor's use of the servient tract through which the easement passes, except when caused by the willful acts of Grantor, its agents, servants and employees.

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.

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 cable or any part thereof.

Prior to any construction, reconstruction or maintenance, Grantee shall notify and obtain the approval of the City Engineer of the City of Urbana, and during such construction, reconstruction or maintenance, every effort shall be made by Grantee to avoid unnecessary harm to the existing street and sidewalk area and other surrounding areas of Grantor. All construction and maintenance of the underground cable must be

accomplished in a good and workmanlike fashion in accordance with all applicable law and ordinances, and the City of Urbana shall be entitled to an inspection of the project through the City Engineer prior to final payment of Grantee's contractor.

IN WITNESS WHEREOF, the parties hereto have caused their corporate seals to be hereunto affixed and this instrument to be signed by their respective duly authorized officers on the day first above written.

CITY OF URBANA, ILLINOIS,

By: Jeffrey T. Markland, Mayor

(SEAL)

Attest:

Ruth S. Brookens, City Clerk

URBANA CENTRAL DEVELOPMENT CO.

By: Its President

(SEAL)

Attest:

Its Secretary

This Grant of Easement Prepared By:

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

Recorder, Please Return To:

