

ORDINANCE NO. 8384-39

AN ORDINANCE
APPROVING A GRANT OF EASEMENT
FOR SUBSURFACE CAISSONS AND WALLS

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

Section 1. That a "Grant of Easement for Subsurface Caissons and Walls" from the City of Urbana, Illinois to Avenue State Bank, a state banking association of Oak Park, Illinois, as Trustee under the provisions of a Trust Agreement dated the 18th day of October, 1968, known as Trust Number 655, a copy of which said Easement is attached hereto and incorporated herein by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Easement for and on behalf of the City of Urbana, Illinois.

Section 3. This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of three-fourths (3/4ths) of the members of the corporate authorities of the City of Urbana, Illinois, then holding office.

1984. PASSED by the City Council this 19th day of March.

A circular seal of the City of Urbana, Illinois, featuring a central emblem and the text "CITY OF URBANA, ILLINOIS" around the perimeter.
Ruth S. Brookens
Ruth S. Brookens, City Clerk

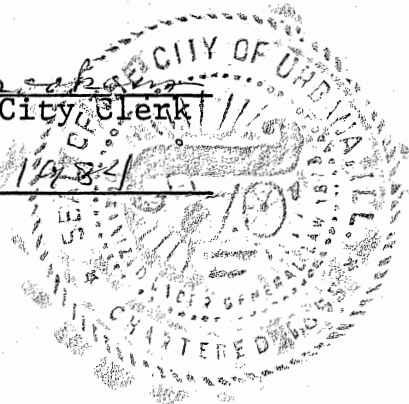
1984. APPROVED by the Mayor this 28th day of March.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8384-39 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

March 28, 1984
Date



GRANT OF EASEMENT FOR
SUBSURFACE CAISSONS AND WALLS

DEED made this _____ day of March, 1984, by the CITY OF URBANA, an Illinois municipal corporation, (the "Grantor") to AVENUE STATE BANK, a state banking association of Oak Park, Illinois, as Trustee under the provisions of a Trust Agreement dated the 18th day of October, 1968, and known as Trust Number 655, (the "Grantee"), which term shall include the beneficial owners under said trust provisions where applicable.

Grantor, for and in consideration of the conditions and covenants contained herein, does hereby grant and convey to Grantee, its successors and assigns, a non-exclusive, temporary easement to construct and maintain certain subsurface caissons and retaining walls which are or may be located under the following specifically described property:

Beginning at the Northwest corner of Lot Forty-six (46) in the Original Town of Urbana, Champaign County, Illinois; thence Northerly 2.00 feet perpendicular to the North line of said Lot Forty-six (46); thence Easterly 57.75 feet parallel with the North line of said Lot Forty-six (46); thence Southerly 2.00 feet to the North line of said Lot Forty-six (46); thence Westerly 57.75 feet along the North line of said Lot Forty-six (46), to the point of beginning, all located within the City of Urbana, Champaign County, Illinois.

That this Easement shall cease and the use of the property described herein shall revert to the Grantor, its successors or assigns, upon the removal for a period of sixty (60) days or more of the subsurface caissons and walls located or to be located therein.

That the Grantor shall retain all other rights, title, interest and use of said property not otherwise herein specifically reserved for the use granted Grantee, including, but not limited to, use of the surface for a public alley and easements, if any, under or above said property for public use or other such use by public utilities.

Grantee shall maintain the subsurface of said property, including more specifically the subsurface caissons and walls located or to be located therein, in good repair during the existence of this Easement. Grantee shall, at its sole cost and expense, also restore to its former condition of usefulness the pavements of the public alley and all other areas within such public alley which may be disturbed or interfered with by the construction, maintenance or repair of the subsurface

caissons and walls located or to be located therein. All surplus excavation and other spoil shall be promptly removed from the property by the Grantee.

Grantee agrees that it shall indemnify, save and keep harmless the Grantor, its officers, employees or agents, 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, maintenance or repair by Grantee of the subsurface caissons and walls located or to be located therein.

Grantee does further hereby release Grantor, its officers, employees and agents, of and from any and all loss, damage or injury to said subsurface caissons and walls located or to be located therein resulting in any manner from Grantor's use of the servient tract upon which the easement exists.

IN WITNESS WHEREOF, the above-named Grantor has executed these presents this _____ day of _____, 1984.

CITY OF URBANA, ILLINOIS

By: _____
Jeffrey T. Markland, Mayor

ATTEST:

Ruth S. Brookens, City Clerk

(SEAL)

ACCEPTED for and on behalf of the above-named Grantee
this _____ day of _____, 1984.

AVENUE STATE BANK, a state banking association of Oak Park, Illinois, as Trustee under the provisions of a Trust Agreement dated the 18th day of October, 1968, and known as Trust Number 655,

By: _____
Its _____

ATTEST:

Its _____

(SEAL)

This Grant of Easement Prepared by:

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

Recorder, Please Return to:

