

AN ORDINANCE
GRANTING EASEMENTS TO ILLINOIS POWER COMPANY
FOR GAS AND ELECTRIC SERVICE
(EADS AT LINCOLN DEVELOPMENT)

WHEREAS, the City of Urbana owns property known as Eads Second Subdivision to the City of Urbana and Tract B in O.A. Frailey's Second Subdivision to the City of Urbana; and

WHEREAS, the City of Urbana intends to cause installation of gas and electric service to said property at the time of house construction there;

WHEREAS, the City of Urbana has not entered into any sales contracts with any other parties with respect to said property; and

WHEREAS, said property is residential property that has been acquired under the City of Urbana Community Development Block Grant Program, and, therefore, no public hearing is necessary prior to granting easements across said property.

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

1. That the easements for installation and maintenance of gas and electric service across Outlot B of Eads Second Subdivision to the City of Urbana and Tract B in O.A. Frailey's Second Subdivision to the City of Urbana, by and between the City of Urbana, Illinois, and Illinois Power Company, copies of which easements are attached hereto and incorporated herein by reference, be and the same are hereby authorized and approved.

2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said easements together with all other documents related to said easements for and on behalf of the City of Urbana, Illinois.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of three-fourths of all the Alderpersons then holding office and the Mayor of the City of Urbana, Illinois, at a regular meeting of the City Council of Urbana, Illinois, on the 15th day of March, 1993.

PASSED by the City Council this 15th day of March, 1993.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

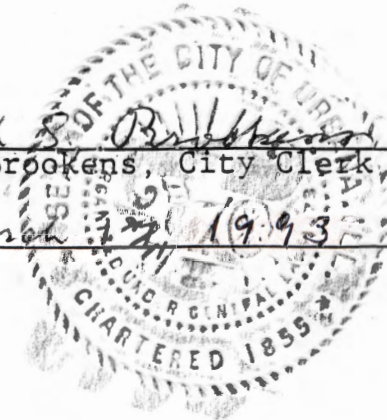
APPROVED by the Mayor this 19th day of March, 1993.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 9293-86 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

March 27, 1993
Date



EASEMENT

The undersigned Grantors, for Five Dollars (\$5.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, do hereby grant to ILLINOIS POWER COMPANY, an Illinois corporation, its successors, assigns, and lessees ("Grantee"), the perpetual right and easement to construct, operate, repair, maintain, patrol, inspect, relocate, reconstruct, and remove electric transmission, distribution and communication lines and systems, including underground cables, conduits, ducts, concrete envelopes, sand bedding, conductors, grounds, drains, necessary surface service pedestals, transformer cabinets, concrete transformer pads, transformers, riser poles, and conduits, associated overhead supply lines and other equipment appurtenant thereto in, on, under, across and through the following described land of the Grantors situated in the County of Champaign, State of Illinois, (hereinafter called the "easement tract"):

The South Fifteen (15) feet of even and equal width of Outlot B in EADS SECOND SUBDIVISION, a part of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 7, Township 19 North, Range 9 East of the Third Principal Meridian, in the City of Urbana, Champaign County, Illinois, as per plat recorded in Book of Plate "BB" at Page 207 in the Champaign County Recorder's Office, situated in Champaign County, Illinois;

together with the right (i) to use adjacent roads, streets, and alleys for such purposes and to use reasonable working space adjacent to said easement tract during construction or maintenance of said lines and systems, (ii) to have access to said easement tract for the purposes aforesaid over adjoining lands of the Grantors, (iii) to control the growth of any trees, shrubs, or saplings on the easement tract, and (iv) to clear and remove any obstacles or obstructions on the easement tract which interfere or threaten to interfere with the safe and proper construction, operation, and maintenance of said lines and systems on said easement tract, or which create hazardous conditions, and to keep the easement tract clear of such obstacles and obstructions.

Grantors reserve the right to make any use of the easement tract so long as such use shall not interfere with the rights herein granted or create a hazardous condition, except that Grantors shall make no excavations on the easement tract without the prior written consent of the Grantee, and then only in such manner as will not disturb or interfere with Grantee's facilities located therein, nor shall Grantors place buildings or structures on the easement tract.

If any substantial damages to property of the Grantors are caused by the Grantee's construction, maintenance, inspection, repair or removal of said lines and systems, Grantee agrees either to reasonably compensate Grantors therefor, if the amount of such compensation is mutually agreed upon, or to promptly repair such damaged property at its own cost.

Grantors hereby release and waive all rights under and by virtue of the Homestead Exemption laws of the State of Illinois. This easement shall run with the land and shall be binding upon the parties hereto, their respective heirs, successors, administrators and assigns.

WITNESS the hands and seals of the Grantors this _____ day of _____, 1993.

CITY OF URBANA

_____(SEAL) BY: _____(SEAL)

_____(SEAL) _____(SEAL)

ACCEPTED AND AGREED TO:
ILLINOIS POWER COMPANY

By _____

The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the payments to the Grantor as therein provided, hereby adopts and joins in the execution of same and consents to the enjoyment by the Grantee of the rights granted therein.

Dated: _____ NONE
Tenant

STATE OF)
) SS.
COUNTY OF)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed, and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of home-
stead.

GIVEN under my hand and seal this _____ day of _____, A.D., 19_____.

My Commission Expires _____ Notary Public

STATE OF)
) SS.
COUNTY OF)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name _____ subscribed to the foregoing instruments, appeared before me this day in person and acknowledged that _____ signed, sealed, and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of home-
stead.

Given under my hand and seal this _____ day of _____, A.D., 19_____.

My Commission Expires _____ Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ and _____

personally known to me to be the same persons whose names are, respectively as _____ Resident and _____ of City of Urbana, a municipal corporation of the State of Illinois subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, A.D., 19 93.

My Commission Expires _____ Notary Public

TO: ILLINOIS POWER COMPANY

As legal holder and owner of all of the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the _____ day of _____, 19_____ recorded in the recorder's office of _____ County, Illinois, in book _____, page _____, as Document No. _____, the undersigned hereby consent(s) and join(s) in the granting to said company of the within and foregoing right-of-way easement.

WITNESSED BY:

(SEAL)
(SEAL)

Dated _____

EASEMENT

The undersigned Grantors, for Five Dollars (\$5.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, do hereby grant to ILLINOIS POWER COMPANY, an Illinois corporation, its successors, assigns, and lessees ("Grantee"), the perpetual right and easement to construct, operate, repair, maintain, patrol, inspect, relocate, reconstruct, and remove electric transmission, distribution and communication lines and systems, including underground cables, conduits, ducts, concrete envelopes, sand bedding, conductors, grounds, drains, necessary surface service pedestals, transformer cabinets, concrete transformer pads, transformers, riser poles, and conduits, associated overhead supply lines and other equipment appurtenant thereto in, on, under, across and through the following described land of the Grantors situated in the County of Champaign, State of Illinois, (hereinafter called the "easement tract"):

The South Fifteen (15) feet of even and equal width of Tract B in O.A. FRAILEY'S SECOND SUBDIVISION to the City of Urbana, as per plat recorded in Plat Book "L" at Page 9 in the Recorder's Office of Champaign County, Illinois, situated in Champaign County, Illinois;

together with the right (i) to use adjacent roads, streets, and alleys for such purposes and to use reasonable working space adjacent to said easement tract during construction or maintenance of said lines and systems, (ii) to have access to said easement tract for the purposes aforesaid over adjoining lands of the Grantors, (iii) to control the growth of any trees, shrubs, or saplings on the easement tract, and (iv) to clear and remove any obstacles or obstructions on the easement tract which interfere or threaten to interfere with the safe and proper construction, operation, and maintenance of said lines and systems on said easement tract, or which create hazardous conditions, and to keep the easement tract clear of such obstacles and obstructions.

Grantors reserve the right to make any use of the easement tract so long as such use shall not interfere with the rights herein granted or create a hazardous condition, except that Grantors shall make no excavations on the easement tract without the prior written consent of the Grantee, and then only in such manner as will not disturb or interfere with Grantee's facilities located therein, nor shall Grantors place buildings or structures on the easement tract.

If any substantial damages to property of the Grantors are caused by the Grantee's construction, maintenance, inspection, repair or removal of said lines and systems, Grantee agrees either to reasonably compensate Grantors therefor, if the amount of such compensation is mutually agreed upon, or to promptly repair such damaged property at its own cost.

Grantors hereby release and waive all rights under and by virtue of the Homestead Exemption laws of the State of Illinois. This easement shall run with the land and shall be binding upon the parties hereto, their respective heirs, successors, administrators and assigns.

WITNESS the hands and seals of the Grantors this _____ day of _____, 19 93.
ATTEST: CITY OF URBANA

BY: _____ (SEAL) BY: _____ (SEAL)
_____ (SEAL) _____ (SEAL)

ACCEPTED AND AGREED TO:
ILLINOIS POWER COMPANY

By _____

The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the payments to the Grantor as therein provided, hereby adopts and joins in the execution of same and consents to the enjoyment by the Grantee of the rights granted therein.

Dated: _____ NONE
_____ Tenant

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that . . .

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed, and delivered the said instrument as _____ 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 seal this _____ day of _____, A.D., 19____.

My Commission Expires _____ Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instruments, appeared before me this day in person and acknowledged that _____ signed, sealed, and delivered the said instrument as _____ 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 seal this _____ day of _____, A.D., 19____.

My Commission Expires _____ Notary Public

STATE OF ILLINOIS _____)
) SS.
COUNTY OF CHAMPAIGN _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____ and _____

personally known to me to be the same persons whose names are, respectively as _____ ~~President~~ and _____ ~~Secretary of the City of Urbana, a municipal corporation~~ ~~Illinois~~ _____ ~~Illinois~~ subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, A.D., 19 93.

My Commission Expires _____ Notary Public

TO: ILLINOIS POWER COMPANY

As legal holder and owner of all of the notes or other evidences of indebtedness secured by mortgage or deed of trust, dated the _____ day of _____ 19____ recorded in the recorder's office of _____ County, Illinois, in book _____, page _____, as Document No. _____, the undersigned hereby consent(s) and join(s) in the granting to said company of the within and foregoing right-of-way easement.

WITNESSED BY:

_____ (SEAL)
_____ (SEAL)

Dated _____

GRANTORS
ADDRES

400 S. Vine St.
Urbana, IL 61801

SS # or
TAX ID #