

RESOLUTION NO. 8990-R19
FRASCA SANITARY SEWER EASEMENTS

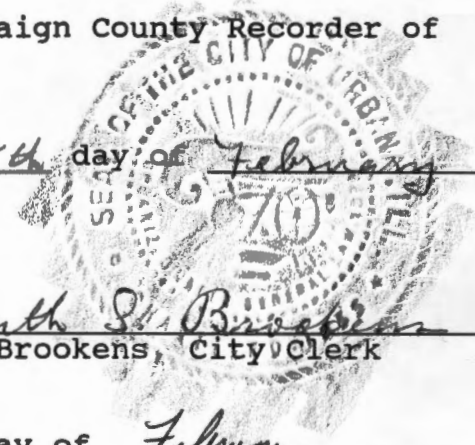
WHEREAS, the City of Urbana has been offered the dedication of certain easements the details of which are more fully set forth in the attached document; and,

WHEREAS, the City Engineer of the City of Urbana has determined that the easements dedication plats meet conditions of the Frasca Subdivision approval;

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, that:

The Urbana City Council hereby accepts the dedication of the attached easements and authorizes the City Clerk to record true and correct documents together with the acceptance of the City of Urbana endorsed thereon with the Champaign County Recorder of Deeds Office.

PASSED by the City Council this 5th day of February, 1990.


Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 13th day of February, 1990.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
RESOLUTION NO. 8990-R19 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

February 9, 1990
Date

E A S E M E N T

THE UNDERSIGNED GRANTORS, for and in consideration of the sum of \$5.00 and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, convey and warrant unto the City of Urbana, a municipal corporation of the State of Illinois, GRANTEE, the right and non-exclusive perpetual easement to construct, reconstruct, repair and maintain a sanitary sewer and appurtenances thereto, through, across and under, but not above, the following described real estate:

A strip of land the Westerly boundary of which is seven and one-half feet (7 1/2) west of the existing sanitary sewer line and the Eastern boundary of which is the Western right-of-way line of U.S. Route 45 running the length of said sanitary sewer line and located in a parcel of land described as follows:

All of the South half of the Northwest quarter of the Southeast quarter that lies West of Route 45 and that part of the North 24 rods of the North half of the Southwest quarter of the Southeast quarter that lies West of Route 45, located South of a point on the Westerly right-of-way line of Route 45, 570 feet North of the Northeast corner of Lot 1 of Frasca Industrial Air Park, as recorded in the Champaign County Recorder's Office in Book "A" at Page 280 as Document #89R05836, said Northeast corner being located on the Westerly right-of-way line of U.S. Route 45, all in Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois; the Eastern boundary of said strip being coincident with and parallel to the Westerly right-of-way line of U.S. Route 45, which runs in a Northeasterly-Southwesterly direction, situated in Champaign County, Illinois,

and in consideration of the grant of the Easement, hereinabove contained, the GRANTORS and GRANTEE hereby agree as follows:

1. During construction of the sanitary sewer, the GRANTEE, its Contractors and Agents, shall have such use of the permanent easement area as is necessary for such construction, and shall have the right to use reasonable working space adjacent to said easement during construction, and the right to ingress to and egress from said easement for the purposes aforesaid.

2. The sanitary sewer shall be constructed of suitable materials for its intended purpose and maintained by GRANTEE.

3. The GRANTEE shall repair any damage to property of GRANTOR's or pay any substantial damages which may be caused to property of GRANTOR's in the process of laying, construction, reconstruction, repair and maintenance of said sanitary sewer. Said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each GRANTORS and GRANTEE, their heirs, successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts and GRANTEE shall immediately pay such damages.

4. The GRANTORS shall have and retain all rights to the use and occupation of the real estate, except as expressly granted and provided, and such use and occupation by GRANTORS shall not be unnecessarily interfered with by GRANTEE.

5. The GRANTEE agrees to indemnify and save harmless the GRANTORS, their successors and assigns, from any loss, damage or expense in the nature of a legal liability which the GRANTOR may suffer, incur or sustain, or for which the GRANTOR may become

legally liable, arising or growing out of any injury or damage to persons, or to real or personal property, caused by any negligence of the GRANTEE or its contractors, subcontractors, agents or representatives, or any of them in the maintenance and operation of the sanitary and sewer line and appurtenances.

6. The GRANTORS covenant and agree that the GRANTORS will not, in any manner, disturb, damage, destroy, injure or obstruct the sewer line or any part, or its appurtenances, and will not obstruct or interfere with the GRANTEE, its contractors or subcontractors, or with the agents or employees of them, or either of them in the exercise of any of the rights, privileges, or authorities given and granted.

7. The GRANTEE shall signify its acceptance of this grant of Easement in writing.

8. This indenture and the covenants and agreements contained, shall run with the land and shall be binding upon the GRANTEE, lessees, successors, heirs, devisees and assigns, and any, either, or all of the same of the parties, and shall be in full force and effect when accepted by the GRANTEE in the manner provided.

IN WITNESS, the parties have caused this Agreement to be executed by their proper and duly authorized officers and affix their seals as the day and year above written.

GRANTORS:

Lucille A. Frasca
LUCILLE A. FRASCA,
Contract Purchaser

Rudolf A. Frasca
RUDOLF A. FRASCA
Contract Purchaser

John W. Kidwell TRUST OFFICER
1ST BUSEY TRUST & INVESTMENT CO,
Trustee pursuant to a Trust
Agreement dated April 26, 1976,
known as Trust #483

GRANTEE:

THE CITY OF URBANA, a municipal
corporation in the State of Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

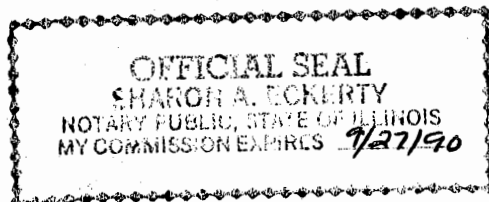
I, the undersigned, a Notary Public in and for said County
and State aforesaid, DOES HEREBY CERTIFY, that _____

JOHN W. KIDWELL
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 acknowledge 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 5th day of
Sept., 1989.

(SEAL)

Sharon A. Eckerty
NOTARY PUBLIC



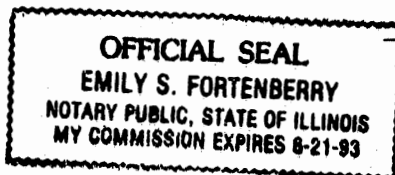
STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said county and state aforesaid, DOES HEREBY CERTIFY, that Lucille A. Frasca

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 acknowledge 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 5th day of September, 1989.

(SEAL)



Emily S. Fortenberry
NOTARY PUBLIC

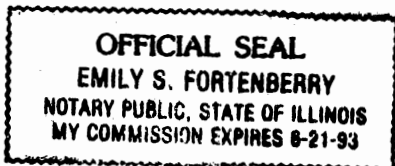
STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said county and state aforesaid, DOES HEREBY CERTIFY, that Rudolph A. Frasca

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 acknowledge 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 5th day of September, 1989.

(SEAL)



Emily S. Fortenberry
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said county and state aforesaid, DOES HEREBY CERTIFY, that _____

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 acknowledge 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 _____ day of _____, 1989.

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said county and state aforesaid, DOES HEREBY CERTIFY, that _____

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 acknowledge 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 _____ day of _____, 1989.

E A S E M E N T

THE UNDERSIGNED GRANTOR, for and in consideration of the sum of \$5.00 and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant unto the City of Urbana, a municipal corporation of the State of Illinois, GRANTEE, the right and non-exclusive perpetual easement to construct, reconstruct, repair and maintain a sanitary sewer and appurtenances thereto, through, across and under, but not above, the following described real estate:

The South 20 feet of the North 50 feet of the Northwest Quarter, except the West 877 feet thereof; also, the South 20 feet of the North 50 feet of the Northeast Quarter lying West of the westerly right-of-way line of U.S. Route 45, all situated in Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois.

and in consideration of the grant of the Easement, hereinabove contained, the GRANTOR and GRANTEE hereby agree as follows:

1. During construction of the sanitary sewer, the GRANTEE, its Contractors and Agents, shall have such use of the permanent easement area as is necessary for such construction, and shall have the right to use reasonable working space adjacent to said easement during construction, and the right to ingress to and egress from said easement for the purposes aforesaid.

2. The sanitary sewer shall be constructed of suitable materials for its intended purpose and maintained by GRANTEE.

3. The GRANTEE shall repair any damage to property of GRANTOR or pay any substantial damages which may be caused to property of GRANTOR in the process of laying, construction, reconstruction, repair and maintenance of said sanitary sewer. Said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each GRANTOR and GRANTEE, their heirs, successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts and GRANTEE shall immediately pay such damages.

4. The GRANTOR shall have and retain all rights to the use and occupation of the real estate, except as expressly granted and provided, and such use and occupation by GRANTOR shall not be unnecessarily interfered with by GRANTEE.

5. The GRANTEE agrees to indemnify and save harmless the GRANTOR, its successors and assigns, from any loss, damage or expense in the nature of a legal liability which the GRANTOR may suffer, incur or sustain, or for which the GRANTOR may become legally liable, arising or growing out of any injury or damage to persons, or to real or personal property, caused by any negligence of the GRANTEE or its contractors, subcontractors, agents or representatives, or any of them in the maintenance and operation of the sanitary and sewer line and appurtenances.

6. The GRANTOR covenants and agrees that the GRANTOR will not, in any manner, disturb, damage, destroy, injure or obstruct the sewer line or any part, or its appurtenances, and will not obstruct or interfere with the GRANTEE, its contractors or subcontractors, or with the agents or employees of them, or either of them in the exercise of any of the rights, privileges, or authorities given and granted.

7. The GRANTEE shall signify its acceptance of this grant of Easement in writing.

8. This indenture and the covenants and agreements contained, shall run with the land and shall be binding upon the GRANTEE, lessees, successors, heirs, devisees and assigns, and any, either, or all of the same of the parties, and shall be in full force and effect when accepted by the GRANTEE in the manner provided.

IN WITNESS, the parties have caused this Agreement to be executed by their proper and duly authorized officers and affix their seals as the day and year above written.

GRANTOR:

FRASCA ASSOCIATES
An Illinois General Partnership

BY: *Rudolf A. Frasca*
Rudolf A. Frasca,
Managing Partner

GRANTEE:

THE CITY OF URBANA, a municipal
corporation in the State of Illinois

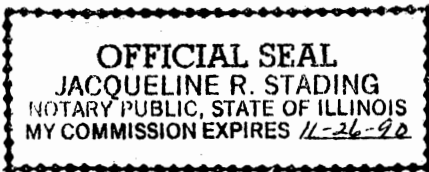
STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DOES HEREBY CERTIFY, that Rudolf A. Frasca, as Managing Partner of Frasca Associates, an Illinois General Partnership is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he signed, sealed and delivered the said instrument as his 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 15th day of December, 1989.

(SEAL)

Jacqueline R. Stading
NOTARY PUBLIC



STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said county and state aforesaid, DOES HEREBY CERTIFY, that _____

_____ 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 acknowledge 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 _____ day of _____, 1989.

(SEAL)

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said county and state aforesaid, DOES HEREBY CERTIFY, that _____

_____ 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 acknowledge 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 _____ day of _____, 1989.

(SEAL)

NOTARY PUBLIC