### ORDINANCE NO. 214

### ORDINANCE ACCEPTING GRANTS OF SEWER EASEMENT

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, find it is necessary for the City to expand and renovate certain sections of its sewage collection system, and

WHEREAS, it is necessary to obtain certain easements for the construction of the sewer lines,

NOW, THEREFORE, be it ordained by the Mayor and City Council of the City of LeRoy, McLean County, Illinois, in lawful meeting assembled, as follows:

Section 1. That those Grants of Easement attached hereto, identified as Group Exhibit A, and incorporated herein by reference, are hereby approved.

Section 2. The Mayor and City Clerk of the City of LeRoy are hereby directed to execute said Grants of Easement, in the original and as many copies as may reasonably be required, retaining a signed copy of the Grants of Easement for the City.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED by the Mayor and City Council of the City of LeRoy, Illinois, on the 18th day of January, 1988, and deposited and filed in the office of the City Clerk in said City on that date.

ALDERMEN ELECTED	
ALDERMEN PRESENT	
AYES David King Jerry Davis Ton WI	MSTON, STEVE DERN, RONDY ZIMMERMAN
NAYS Nove	
	City Clerk of the City of LeRoyy McLean County, Illinois
APPROVED by the Mayor of the City 1988.	of LeRoy, Illinois this 18 day of  Mayor of the City of LeRoy,
ATTEST:	McLean County, Illinois

McLean County, Illinois

### GROUP EXHIBIT A

To City of LeRoy Ordinance No. , dated January 18, 1988, an Ordinance Accepting Grants of Easement

### CONTENTS

Tucker Lot 4, Oakcrest Resubdivision Ford Lot 3, S 1/2 of Lot 2, Oakcrest Resubdivision Shilt Lot 1, N 1/2 of Lot 2, Oakcrest Resubdivision Cross Lot 19, Sunnyside Addition Taylor Lots 2 and 3, Sunnyside Addition Teeling Lots 4 and 5, Sunnyside Addition Brake Lot 6, Sunnyside Addition Burcham Lots 7 and 8, Sunnyside Addition Hall Lot 9, Sunnyside Addition Wendland Lot 10, Sunnyside Addition Part of Lots 7 and 6, Sundivision of the SE 1/h of the SE 1/h	Easement From	Summary Description of Subject Real Eatate
Ford Lot 3, S 1/2 of Lot 2, Oakcrest Resubdivision Shilt Lot 1, N 1/2 of Lot 2, Oakcrest Resubdivision Cross Lot 19, Sunnyside Addition Taylor Lots 2 and 3, Sunnyside Addition Teeling Lots 4 and 5, Sunnyside Addition Brake Lot 6, Sunnyside Addition Burcham Lots 7 and 8, Sunnyside Addition Hall Lot 9, Sunnyside Addition Wendland Lot 10, Sunnyside Addition	Tucker	Lot 4. Oakcrest Resubdivision
Shilt Lot 1, N 1/2 of Lot 2, Oakcrest Resubdivision Cross Lot 19, Sunnyside Addition Taylor Lots 2 and 3, Sunnyside Addition Teeling Lots 4 and 5, Sunnyside Addition Brake Lot 6, Sunnyside Addition Burcham Lots 7 and 8, Sunnyside Addition Hall Lot 9, Sunnyside Addition Wendland Lot 10, Sunnyside Addition		
Cross Lot 19, Sunnyside Addition Taylor Lots 2 and 3, Sunnyside Addition Teeling Brake Lot 6, Sunnyside Addition Burcham Hall Lot 9, Sunnyside Addition Wendland Lot 10, Sunnyside Addition Lot 10, Sunnyside Addition		
Taylor Lots 2 and 3, Sunnyside Addition Teeling Lots 4 and 5, Sunnyside Addition Brake Lot 6, Sunnyside Addition Burcham Lots 7 and 8, Sunnyside Addition Hall Lot 9, Sunnyside Addition Wendland Lot 10, Sunnyside Addition		
Teeling Lots 4 and 5, Sunnyside Addition Brake Lot 6, Sunnyside Addition Burcham Lots 7 and 8, Sunnyside Addition Hall Lot 9, Sunnyside Addition Wendland Lot 10, Sunnyside Addition	Taylor	
Burcham Lots 7 and 8, Sunnyside Addition Hall Lot 9, Sunnyside Addition Wendland Lot 10, Sunnyside Addition	Teeling	
Burcham Lots 7 and 8, Sunnyside Addition Hall Lot 9, Sunnyside Addition Wendland Lot 10, Sunnyside Addition	Brake	Lot 6, Sunnyside Addition
Hall Lot 9, Sunnyside Addition Wendland Lot 10, Sunnyside Addition	Burcham	Lots 7 and 8, Sunnyside Addition
	Hall	
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Sec. 20, T22N, R4E of 3d P.M.		
	Smith	Parts of Lots 5 and 6, Subdivision of the SE 1/4 of the SE 1/4,
Sec. 20, T22N, R4E of 3d P.M.		
Smith Parts of Lots 4, 5 and 7, Subdivision of the SE 1/4 of the SE	Smith	Parts of Lots 4, 5 and 7, Subdivision of the SE 1/4 of the SE
1/4, Sec. 20, T22N, R4E, 3d P.M.		1/4, Sec. 20, T22N, R4E, 3d P.M.
Marcum Part of Lot 7, Subdivision of the SE 1/4 of the SE 1/4	Marcum	Part of Lot 7, Subdivision of the SE 1/4 of the SE 1/4
Sec. 20, T22N, R4E of 3d P.M.		
Borries Lots 29, 30 and 31, Sunnyside Addition	Borries	Lots 29, 30 and 31, Sunnyside Addition
Riggs Lot 28, Sunnyside Addition	Piggs	Lot 28 Suppyside Addition
Warlow Lot 27, Sunnyside Addition		
Scott Lots 25 and 26, Sunnyside Addition		
Monical Lot 24, Sunnyside Addition		
Crumbaugh Lots 16, 17, 18, 19, 20 and 21, Bel Vue Subdivision	The state of the s	
Glasscock Lot 11. Bel Vúe Subdivisión		
Roberts Lot 1, Bel Vue Subdivision		
Crumbaugh Lot 2, Bel Vue Subdivision		
Wilson Lot 3, Bel Vue Subdivision	_	
Kirby Lot 3, Bel Vue Subdivision		
Fox Lot 4, Bel Vue Subdivision	Fox	Lot 4, Bel Vue Subdivision
Crumbaugh Part of Outlot "2", Bel Vue Subdivision	Crumbaugh	
Brown Lots 28, 29, 30 and 31, Barley and Pfitzenmeyer East Park Subdivision	Brown	Subdivision
Tice Part of Lot 27, Barley and Pfitzenmeyer East Park Subdivision	Tice	Part of Lot 27, Barley and Pfitzenmeyer East Park Subdivision
Chubbuck/Haller Part of Lot 27, Barley and Pfitzenmeyer East Park Subdivision	Chubbuck/Haller	Part of Lot 27, Barley and Pfitzenmeyer East Park Subdivision

GROUP EXHIBIT A

GRANTOR (\$), WILLIAM D. TUCKER and PAULIA M. TUCKER, Husband and Wife,

of <u>City of LeRoy</u>, <u>McLean</u> <u>County</u>, <u>Illinois</u> (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, do/xkxxx hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and xkx/doxx hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

The West 15 feet of the North 35 feet of Lot 4 in Oakcrest Resubdivision of part of Lot 1 in the Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois;

and a Temporary Easement effective until <u>October 1</u>, , 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting, repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEPOV. IL 61752

STATE OF ILLINOIS COUNTY OF MC LEAN I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT WILLIAM D. TUCKER AND PAULIA M. TUCKER, Husband and Wife , 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 acknowledged 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. My commission expires: March 16, 1988 STATE OF ILLINOIS COUNTY OF MC LEAN ) f, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the Mayor of the City of LeRoy, and Juanita Dagley , personally known to me to be the City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered said instrument of writing as Mayor and as City Clerk of said city, and caused the seal of the City of LeRoy to

act and agreement of the City of LeRoy for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 19:87.

be affixed thereto, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary

Notary Public

My commission expires:

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST LEROY, IL 61752 (309) 962-2791

GRANTOR (8). ARLO M. FORD, A Single Person	GRANTOR (8).	ARLO M.	FORD,	Α.	Single	Person
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of City of LeRoy , McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, xkx/does hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and dxx/does hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

The West 15 feet of Lot 3 and the West 15 feet of the South Half of Lot 2, all in Oakcrest Resubdivision of part of Lot 1 In Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois;

and a Temporary Easement effective until October 1, 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting, repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the fasement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752

STATE OF ILLINOIS COUNTY OF MC LEAN ) I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT ARLO M. FORD, A Single Person (s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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 scal, this 20th day of October 1987. My commission expires: 12-14-89 STATE OF ILLINOIS COUNTY OF MC LEAN  $f_{\star}/t^{\tau}e$  undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT JACK MOSS personally known to me to be the Mayor of the City of LeRoy, and JUANITA DAGLEY . personally known to me to be the City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered said instrument of writing as Mayor and as \_\_\_\_\_\_

Given under my hand and notarial scal, this \_\_\_\_\_ day of \_\_\_\_\_, 19<u>..</u> Notary Public My commission expires:\_\_\_\_

City Clerk of said city, and caused the scal of the City of LeRoy to be affixed thereto, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary

act and agreement of the City of LeRoy for the uses and purposes

This instrument prepared by:

therein set forth.

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 (309) 962-2791

also known as also known as
Robert A. Shilt, Linda S. Shilt,
GRANTOR (S), ROBERT ALLEN SHILT, and LINDA SUE SHILT, Husband and Wife,

of LeRoy , McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, do/xxxxx hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and do/xxxxx hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises."):

oThe West 15 feet of Lot 1 and the West 15 feet of the North 1/2 of Lot 2, all in Oakcrest Resubdivision of Part of Lot 1 in the Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20 Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois;

and a Temporary Easement effective until <u>October 1</u>, 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MBNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752

STATE OF ILLINOIS ) 55 COUNTY OF MC LEAN I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT ROBERT ALLEN SHILT\*and LINDA SUE SHILT Husband and Wife , personally known to me to be the same person(s) whose name(s) are subscribed to the forequing instrument, appeared before me this day in person and acknowledged 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 24th day of October 19 87. Hunt Henderson Notary Public My commission expires: December 2, 1889 STATE OF ILLINOIS S 5 COUNTY OF MC LEAN I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT JACK MOSS personally known to me to be the Mayor of the City of LeRoy, and NITA DAGLEY . personally known to me to be the City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered said instrument of writing as Mayor and as City Clerk of said city, and caused the scal of the City of LeRoy to be affixed thereto, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary act and agreement of the City of LeRoy for the uses and purposes therein set forth. Given under my hand and notarial scal, this \_\_\_\_\_ day of \_\_\_\_\_\_, 19\_\_\_\_. Notary Public My commission expires:

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 (309) 962-2791

\*also known as Robert A. Shilt \*also known as Linda S. Shilt

GRANTOR (S), MICHAEL E. CROSS and PAMELA S. CROSS, Husband and Wife,

The West 15 feet of Lot 19 in Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois;

and a Temporary Easement effective until October 1 , 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Fasement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANIOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Casement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted heremander.

This instrument prepared by:

HUNT HENDE ASON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 YEROY ORG 10701

STATE OF HILLINOIS .

COUNTY OF MC LEAN )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CIRITY THAT MICHAEL E. CROSS and PAMELA S. CROSS, Husband and Wife , personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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.

1967.

Given under my hand and notarial seal, this get day of November Scant Dagle -

My commission expires: 6-18-90

STATE OF ILLINOIS )

OCCUMITY OF MC LEAN )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT JACK MOSS personally known to me to be the Mayor of the City of LeRoy, and

JUANITA DAGIEY , personally known to me to be the City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally and delivered said instrument of writing as Mayor and as City Clerk, they signed City Clerk of said city, and caused the seal of the City of LeRoy to be affixed thereto, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary act and agreement of the City of LeRoy for the uses and purposes therein set forth.

My commission expires:

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 (309) 962-2791

GRANTOR (S), HUBERT W. TAYLOR and FLORENCE T. TAYLOR, Husband and Wife,

of LeRoy . McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, do/kkxxx hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and do/kxxxx hereby grant to the CITY OF LE ROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

Beginning at the Northeast corner of Lot 2, Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois, thence South 30 feet on the East line of the said Lot 2; thence Northwesterly to a point on the North line of said Lot distance of 15 feet West of the Northeast corner of the said Lot; thence East 15 feet to the point of beginning, all in the City of LeRoy, McLean County, Illinois;

also The East 15 feet of Lot 3 in Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22
North, Range 4 East of the Third Principal Meridian, McLean County, Illinois;

and a Temporary Easements effective until  $\underline{0ctober}$  1, , 1988, over the premises described in Exhibit  $\underline{A}$  attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sever line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANFOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and casements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the fasement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752

STATE OF ILLINOIS COUNTY OF MC LEAN  $t_{\odot}$  the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT HUBERT W. TAYLOR and FLORENCE T.

TAYLOR, Husband and Wife . personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, scaled 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 30th day of October 1987. Hunt Honderson Notary Public My commission expires: Desumber 2, 1989 STATE OF ILLINOIS SS COUNTY OF MC LEAN I, the undersigned, a Notary Public in and for said County and State aforesaid. DO HEREBY CERTIFY FHAT JACK MOSS personally known to me to be the Mayor of the City of LeRoy, and JUANITA DAGLEY , personally known to me to be the City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered said instrument of writing as Mayor and as City Clerk of said city, and caused the seal of the City of LeRoy to be affixed thereto, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary act and agreement of the City of LeRoy for the uses and purposes therein set forth. Given under my hand and notarial scal, this \_\_\_\_\_ day of . 19.... Notary Public My commission expires:

This instrument prepared by:

14.

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 (309) 962-2791

GRANTOR (8), GLORIA L. TEELING, a Single Person,

of LCROY . Mclean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, xxxdoes hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and xxxdoes hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

The East 15 feet of Lot 4 and the East 15 feet of Lot 5, all in Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, 11.;

and a Temporary Easement effective until <u>October 1</u>, 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Fasement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 7 5

STATE OF ILLINOIS COUNTY OF MC LEAN I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT <u>GLORIA L. TEELING</u>, A Single Person, personally known to me to be the same person(§) whose name( $\hat{x}$ ) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as <u>her</u> 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 scal, this 29 day of October

Joseph Bateman Notary Public 19\_27. My commission expires: Franch V6, 1988 STATE OF ILLINOIS SS COUNTY OF MC LEAN I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT JACK MOSS personally known to me to be the Mayor of the City of LeRoy, and JUANITA DAGLEY , personally known to me to be the City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered said instrument of writing as Mayor and as City Clerk of said city, and caused the seal of the City of LeRoy to be affixed thereto, pursuant to authority given by the City Council f said city as a free and voluntary act, and as the free and voluntary act and agreement of the City of teRoy for the uses and purposes therein set forth. Given under my hand and notarial seal, this \_\_\_\_\_ day of Notary Public

This instrument prepared by:

My commission expires:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 (309) 962-2791

GRANTOR	(s),	WAYNE	Ε.	BRAKE	and	BARBARA	BRAKE,	Husband	
and	Wife.								

of LeRoy, McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, do to the composition of the county of the co

The East 10 feet of Lot 6'in Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois;

and a Temporary Easement effective until OCTOBER 1 , 19 88, over the premises described in Exhibit Auttached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

. . . .

provided or the funds provided to GRANTORS, GRANTORS may terminate this easement by recording a written notice to that effect in the office of the Recorder of Deeds of McLean County, Illinois. The parties hereto agree that unless such notice is duly recorded, that it will always be presumed at any future time that the easement has not been terminated. Failure to record the aforesaid notice within one year from the date of this Grant of Easement shall preclude GRANTOR's right to terminate this easement as herein provided at any future time thereafter.

- C. Care will be taken by MUNICIPALITY, its agents, employees and contractors, to preserve as much of the existing shrubbery and as many of the existing trees as possible within the permament easement way across the subject premises. To the extent that any trees or shrubs are disturbed or damaged, or are required to be removed, the same will be removed to another location at GRANTOR's choice, or will be replaced if not capable of being removed and saved. All areas disturbed such as yard areas will be reshaped and reseeded with Kentucky Bluegrass. Where practical, all topsoil will be separated and placed at the top portion of the backfill of the excavation.
- D. Subject to acts of God, or labor strikes and other matters beyond control of MUNICPALITY, its contractors, employees and agents, MUNICIPALITY will fill and level the trench or cause the same to be filled or leveled, in the dog pen area as previously referred to herein, within 4 weeks from the time that construction begins near the aforesaid garage. For each week or portion of the week beyond the aforesaid 4 week period that the ground has not been returned to the original level in the area of the dog pen in order that GRANTOR may rebuild the aforesaid dog pen, MUNICIPALITY shall credit GRANTOR's water/sewer account in the amount of \$75.00 (per week or fraction thereof beyond the end of the aforesaid 4 weeks).
- E. After the installation of the proposed sewer has been completed, should any future work be required to be performed within the easement herein described, MUNICIPALITY, its agents or employees, will be obligated to notify the owners of the property in writing at least 7 days prior to the time the work is to commence. This provision is agreed to be waived in case of an emergency, such as a break in the line requiring immediate repair.

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A temporary easement is hereby granted by GRANTOR (s) to Municipality across the following described premises:

The West 15 feet of the East 25 feet of Lot 6 in Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois.

GRANTOR (S), DAVID R. BURCHAM and TERI L. BURCHAM, Husband and Wife,

The Sast 15 feet of Lot 7 and the East 15 feet of Lot 8, all in Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois;

and a Temporary Easement effective until <u>October 1</u>, 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Lasement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as goot interfering with the rights granted hereunder.

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 4309) 952-2791

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STATE OF ILLINOIS ) : ) SS	
COUNTY OF MC LEAN )	
I, the undersigned, a Notary Publ State aforesaid, DO HEREBY CERTIFY THA BURCHAM, Husband and Wife, personally known hose name(s) are subscribed to the fobefore me this day in person and acknown and delivered the said instrument as the uses and purposes therein set fortwaiver of the right of homestead.	OWN to me to be the same person(s) over to me to be the same person(s) oregoing instrument, appeared overledged that they signed, sealed over the same person to the same person of the same signed.
Given under my hand and notarial $19\frac{\alpha}{4}$ .	seal, this Manyday of Action
	Notary Public
	7 . 20 / 10
My commission expires: Figures 2 4	
-4	
STATE OF ILLINOIS )	
COUNTY OF MC LEAN )	
1, the undersigned, a Notary Publi State aforesaid, DO HEREBY CERTIFY THA personally known to me to be the Mayor	c in and for said County and T JACK MOSS
JUANITA DAGLEY , pers	on the tity of LeRoy, and conally known to me to be the
foregoing instrument, appeared before	se names are subscribed to the me this day in purson and coursely
and delivered said instrument of writi	City Clerk, they signed
be affixed thereto, pursuant to author	e seal of the City of LeRoy to
of said city as a free and voluntary a act and agreement of the City of LeRoy therein set forth.	Clandas tha fear end
therein set 1011h.	
Given under my hand and notarial	seal, thisday of
	Notary Public
My commission expires:	

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LATU 122 N CHESTNUT ST. LEROY, IL 61752 (309) 962-2791

13,

GRANTOR (S), DANIEL GENE HALL and DONNA L. HALL, Husband and Wife,

of LeRoy , McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, doXdxxx hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and doXdxxx hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

The East 15 feet of Lot 9 in Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois;

and a Temporary Easement effective until OCTOBER 1 , 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Fasement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LERO' 61752

STATE OF ILLINOIS COUNTY OF MC LEAR State aforesaid, DO HEREBY CERTITY THAT DANIEL GENE HALL and DONNA L.

HALL, Husband and Wife personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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 scal, this 13THday of CRIVBER 1987. STATE OF ILLINOIS SS COUNTY OF MC LEAN I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be the Mayor of the City of LeRoy, and

JUANITA DAGLEY

City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally subscribed to the city Clerk of said city. acknowledged that as such Mayor and acknowledged that as such Mayor and City Clerk, they signed and delivered said insgrument of writing as Mayor and as City Clerk of said city, and caused the seal of the City of LeRoy to be affixed thereto, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary act and agreement of the City of LeRoy for the uses and purposes therein set forth. Given under my hand and notarial seat, this \_\_\_\_\_ day of . 19... Notary Public My commission expires:

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 (309) 962-2291

GRANTOR (S), PAUL ARTHUR WENDLAND, a/k/a PAUL A. WENDLAND, and AGNES
CHARLOTTE WENDLAND, a/k/a AGNES C. WENDLAND, Husband and Wife,

of LeRoy, McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, dofxboxs hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and dofxboxs hereby grant to the CITY OF LE ROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

The East 15 feet of Lot 10 in Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois;

and a Temporary Easement effective until <u>October 1</u>, 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement fremises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting, repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement fremises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANIOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 13091 962-2701

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Discress 19 87. \_day of

AGES CHARLOTTE WENDLAND, GRANTOR

CITY OF LE ROY, McLean County, Illinoi an Illinois municipal corporation Ву

Jack Moss City of LeRoy , Mayor of the

Attest:

(seal)

Juanita Dagley . City Clerk of the City of LeRoy, Illinois

A temporary easement is hereby granted by GRANTOR  $\$ (s) to Municipality across the following described premises:

The West 10 feet of the East 25 feet of Lot 10 in Sunnyside Addition to the City of LeRoy, in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois.

EXHIBIT A

#### GRANE OF SEWER LINE FASCALNT TO MUNICIPALITY

### GRANTOR (8), HARLAND G. RANDALL,

of LeRoy , McLean County, Illinois (hereinafter referred to as GRANIOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, xkx/does hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and kxx/does hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

Beginning at a point on the South line of Lot 5 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, according to Plat recorded in Book 41 of Deeds, page 244, except the East 100 feet of said Lot 5, said point being a distance of 100 feet West of the Southeast corner of the aforesaid Lot 5; thence North 20 feet; thence West to a point 20 feet North and 15 feet West of the Northwest corner of Lor 11 in Sunnyside Addition to the City of LeRoy; thence South 20 feet to the North line of Lot 10 in Sunnyside Addition to the City of LeRoy; thence East on the North line of the said Lots 10 and 11 to the Point of Beginning, said easement being across a part of Lot 6 and a part of Lot 5, all in the Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, City of LeRoy, McLean County, Illinois;

(This is not homestead property)

and a Temporary Easement effective until October 1 , 1988, over the premises described in Exhibit  $\underline{\Lambda}$  attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sever line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting, repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Lasement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of, the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the tasement Fremises; provided, however, that any such other easements shall be subject to the easement first consented; and providing further, that MUNICIPALITY shall have such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 (309) 962-2791

I, the undersigned, a Hotary Public in and for said County and State aforesaid, DO HEREBY CHRISTY THAT HARLAND G. RANDALL,

whose name(4) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, scaled 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 seat, this 30TH day of December,

My commission expires: 10/14/90.

Velma E. Wagner
Velma E. Wagner
Grant County, Wisconsin

STATE OF ILLINOIS )
COUNTY OF MC LEAN )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO BEREBY CERFLEY THAT JACK MOSS JUANITA DAGLEY

City Class of County and Presonally known to me to be the Mayor of the City of Teroy, and

JUANITA DAGLEY

. personally known to me to be the feree and voluntary act and agreement of the City of teRoy to the recein set forth.

. personally known to me to be the feree and voluntary act, and as the free and voluntary act and agreement of the City of

Given under my hand and notarial scal, this \_\_\_\_\_day of

Notary Public

My commission expires:

This instrument prepared by:

Hunt Henderson Attorney at Law 122 N. Chestnut Street LeRoy, IL 61752 (309) 962-2791

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GRANTOR (S), JOSEPHINE W. SMITH, a Widow by reason of the death of her husband and not since remarried, AND STEVEN L. SMITH,

of LeRoy , McLean County, Illinois, (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, do/kxxxx hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and do/xxxxx hereby grant to the CITY OF LE ROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

#### Easement A .

An Easement across that part of Lots 4 and 7 in the Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, per Plat recorded in Book 41 of Deeds, Page 244, described as follows: Beginning at the Southwest corner of the aforesaid Lot 4; thence South 41.25 feet; thence East 55 feet; thence North 25 feet; thence West 35 feet; thence North 36.25 feet; thence West 20 feet; thence South 20 feet to the point of beginning, in the City of LeRoy, McLean County, Illinois;

#### Easement B :

- 1. The parties have determined that it is in their best interest for GRANIOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Fasement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANIOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANIOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, survents or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the fasement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

\*This is not homestead property as to Grantor Steven L. Smith This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752

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GRANTOR (S), JOSEPHINE W. SMITH, a widow, and STEVEN L. SMITH,

of LeRoy , McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, do/xkxxx hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and do/dxxxx hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "fasement Premises"):

Beginning at a point on the South line of Lot 5 of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, according to Plat recorded in Book 41 of Deeds, page 244, except the East 100 feet of said Lot 5, said point being a distance of 100 feet West of the Southeast corner of the aforesaid Lot 5; thence North 20 feet; thence West to a point 20 feet North and 15 feet West of the Northwest corner of Lot 11 in Sunnyside Addition to the City of LeRoy; thence South 20 feet to the North line of Lot 10 in Sunnyside Addition to the City of LeRoy; thence East on the North line of the said Lots 10 and 11 to the Point of Beginning, said easement being across a part of Lot 6 and a part of Lot 5, all in the Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 22 North,Range 4 East of the Third Principal Meridian, City of LeRoy, McLean County, Illinois;

(This is not homestead property as to Steven L. Smith)

and a Temporary Easement effective until October ), 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time my and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting underground pipelines and mains for the conveyance of sewage in, over, across, through and under the fasement Premises, together with all by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of, the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 (309) 962-9791 STATE OF ILLINOIS

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My commission expires:

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GRANTOR (S), HARRIET E. MARCUM, A Widow by reason of the death of

her husband and not since remarried, and of City of LeRoy, McLean County, Illinois (hereinaft paid and other good and valuable consideration of ONE DOLLAR (\$1.00) in hand with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and AxXdoxx hereby grant to the CITY OF LEROY McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

The South 17 feet of the North 41.75 feet of the East 251 feet of Lot 7 of the Subdivision of the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian per Plat recorded in Book 41 of Deeds, Page 244, in the City of LeRoy, McLean County, Illinois;

and a Temporary Easement effective until October 1, 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.

- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or amployees, in maintaining, repairing and utilizing said utility facilities and easements.

\*also known as Thomas Marcum \*\*husband and wife This instrument prepared by:

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HUN1 HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 (300) 100 2-2791 STATE OF ILLINOIS )
COUNTY OF MC LLAN )

I, the undersigned, a flotary Public in and for said County and State aforesaid, DO HERIBY CERTIFY THAT HARRIET E. MARCUM, a widow by reason of the death of her/husband personally known to me to be the same person(%) whose name(y) is subscribed to the foregoing instrument, appeared and delivered the said instrument as her free and voluntary act, for waiver of the right of homestead.

Given under my hand and notarial real, this 12th day of January

1985.

Morary Public

My commission expires: 3-14-90

STATE OF ILLINOIS )
COUNTY OF MC LEAR )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT TOM MARCUM\*& DONNA SUE MARCUM, husband and wife personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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 real, this 11th day of January
1989.

May E. McClelland
Motory Public

fly commission expires: 3-14-90

\*also known as Thomas Marcum

STATE OF ILLINOIS )
COUNTY OF MC LEAN ) SS

1, the undersigned, a Notary Public in and for said County and State aforesaid. DO HEREBY CERTIFY THAT Personally known to me to be the Mayor of the City of LeRoy, and HANITA DALLEY.

JUANITA DAGLEY , personally known to me to be the City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally and delivered said instrument of writing as Mayor and as City Clerk, they signed City Clerk of said city, and caused the seal of the City of LeRoy to be affixed thereto, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary act and agreement of the City of LeRoy for the uses, and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of

Notary Public

My commission expires:

GRANTOR (\$), JUDITH F. BORRIES, a widow by reason of the death of her husband Robert Borries, and not since remarried,

of Hannibal , Marion County, Missouri (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, dox/does hereby agrees with the CITY OF LEROY, Actean County, Illinois, an Illinois municipal corporation, as follows, and do/xxxxx hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

The East 15 feet of Lot 31, the East 15 feet of Lot 30, and the East 15 Feet of Lot 29, all in Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois;

and a Temporary Easement effective until  $\underbrace{0ctober\ 1}$ , 1988, over the premises described in Exhibit  $\underline{A}$  attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Fasement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of, the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other casements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752

STATE OF / ) SS COUNTY OF / )	
COUNTY OF (	
t, the understaned, a Motary Public in and for State aforesaid, DO BEREBY CERITY THAT Judith E. Boperson person personally known to me to be whose name (x) is subscribed to the foregoing instrubefore me this day in person and acknowledged that's and delivered the said instrument as her free and the uses and purposes therein set forth, including twaiver of the right of homestead.	rries, a single e the same person(& ment, appeared he signed, sealed
Given under my hand and notarial seal, this 2007	day of /////
POISS / Service and notarial seal, this ///  19.87.  POISS / Service / Notary 1  My Commission expires for a reservice with the seal of th	Public
STATE OF ILLINOIS ) ) SS COUNTY OF MC LEAN )	
I, the undersigned, a Notary Public in and for so State aforesaid. DO HEREBY CERTIFY THAT JACK MOSS personally known to me to be the Mayor of the City of JUANITA DAGLEY personally known to City Clerk of said city, whose names are so foregoing instrument, appeared before me this day in acknowledged that as such Mayor and City Clerk of said city, and caused the seal of the City Clerk of said city, and caused the seal of the Cope affixed thereto, pursuant to authority given by the of said city as a free and voluntary act, and as the act and agreement of the City of LeRoy for the uses, therein set forth.	LeRoy, and o me to be the abscribed to the person and severall lerk, they signed I as city of LeRoy to me City Council free and voluntary and purposes
Given under my band and notarial scal, this	
Notary	Public
Ay commission expires:	

- 3 -

This instrument prepared by:

· · · · ·

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 (309) 962-2791 13

Virginia Riggs, also known as GRANTOR (S), <u>CHARLES M. RIGGS</u> and VIRGINIA M. RIGGS, husband and wife,

of LeRoy , McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, do/dyxx hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and do/88888 hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

The East 15 feet of Lot 28 in Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois;

and a Temporary Easement effective until  $\frac{0 \text{ctober } i}{0 \text{ctober } i}$ , 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing of abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive casements over, along or upon the Lasement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

his instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 STATE OF ILLINOIS )
COUNTY OF MC LEAN )

I, the undersigned, a Hotary Public in and for said County and State aforesaid, DO HEREBY CLRITTY THAT CHARLES M. RIGGS and VIRGINIA RIGGS, also known as Virginia M. Riggs constly known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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 seat, this 7th day of November 1987.

Hunt Henderson - Notary Public

My commission expires: December 2, 1989

STATE OF ILLINOIS )

COUNTY OF MC LEAN )

I, the undersigned, a Notary Public in and for said County and State aforesaid. DO HIRLBY CLRITTY THAT personally known to me to be the Mayor of the City of LeRoy, and JUANITA DAGLEY , personally known to me to be the City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered said instrument of writing as Mayor and as City Clerk of said city, and caused the seal of the City of LeRoy to be affixed thereto, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary act and agreement of the City of LeRoy for the uses and purposes therein set forth.

Given under my hand and notarial seat, this day of

Notary Public

My commission expires:

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY. IL 61752 (309) 962-2791

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GRANTOR (S), C. KEVIN WARLOW and PAMELA M. WARLOW, husband and wife,

of LeRoy , McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DULLAR (\$1.00) in hand paid and other good and valuable consideration, do/dxxxx hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and do/dxxxx hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

The East 15 feet of Lot 27 in Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois;

and a Temporary Easement effective until October 1 , 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANIOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of, the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the fasement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

STATE OF ILLINOIS ) COUNTY OF MC LEAN I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THATC, KEVIN WARLOW and PAMELA M. WARLOW, husband and wife . personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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 19th day of Dozenker

Accept H. Galena 
Notary Public 19 87. My commission expires: march 14, 1988 STATE OF ILLINOIS COUNTY OF MC LEAN l, the undersigned, a Notary Public in and for said County and State aforesaid, DO HERERY CERTIFY THAT JACK MOSS ersonally known to me to be the Mayor of the City of LeRoy, and A DAGLEY , personally known to me to be the City-Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered said instrument of writing as Mayor and as City Clerk of said city, and caused the seal of the City of LcRoy to be affixed thereto, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary

act and agreement of the City of LeRoy for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 19\_87.

Notary Public

My commission expires:

This instrument prepared by:

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GRANTOR (\$), GLADYS M. SCOTT, a widow by reason of the death of her husband Donald R. Scott, and not since remarried,

of LeRoy , McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, Moxdoes hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and Moxdoes hereby grant to the CITY OF LE ROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

The East 15 feet of Lot 26, and the East 15 feet of Lot 25, all in Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois;

and a Temporary Easement effective until 0ctober 1, 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting, repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

STATE OF ILLINOIS )	
COUNTY OF MC LEAN )	
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT CLAPYS M. SCOTT a widow by reason the death of her husband, personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purpose, therein set forth, including the release and waiver of the right of homestead.	n !
Given under my hand and notarial seal, this 19th day of December 1987.  Realene M. Belene -	<u>,</u>
Notary Public Notary Public Nature 1968	
TATE OF ILLINOIS )	,
OUNTY OF MC LEAN )	
I, the undersigned, a Notary Public in and for said County and late aforesaid. DO HEREBY CERTIFY THAT JACK MOSS  THE MAYOR OF THE MAYOR OF THE CITY OF LEROY, and THE CITY OF LEROY, and THE COUNTY THE PROPERTY OF LEROY.	
City Clerk of said city, whose names are subscribed to the cknowledged that as such Mayor and City Clerk, they signed added to the cknowledged said in the control of the characteristics.	1 <sub>Y</sub>
ity Clerk of said city, and caused the scal of the City of Lekoy to affixed thereto, pursuant to authority given by the City Council said city as a free and voluntary act, and as the free and voluntary act and agreement of the City of Lekoy for the uses and purposes.	

Given under my hand and notarial seal, this \_\_\_\_\_\_day of \_\_\_\_\_\_, 19:83 . Notary Public

My commission expires:

This instrument prepared by:

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GRANTOR (	S), JOHN L. M	ONICAL and BARE	BARA S. MONICAL	husband and
wife,			The state of the s	massema and
of LeRoy	, McLean	County,	Illinois	(hereinafter
referred to as	GRANTOR), in co	nsideration	of ONE DOLLAR	(\$1.00) in hand
paid and other	good and valuab	le considera	tion, do Xdooxs	hereby agree
with the CITY (	OF LEROY, McLean	County, III	inois, an Illi	nois municipal
corporation, as	s follows, and d	o Xokocous hereb	y grant to the	CITY OF LE ROY
McLean County,	-111inois (herei:	nafter refer	red to as MUNI	CIPALITY) a
Permanent Ease	ment across the	following de	scribed premis	es (hereinafter
referred to as	the "Easement P	remisės"):	•	(11213111311201

The East 15 feet of Lot 24 in Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois;

and a Temporary Easement effective until Qctober 1, 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Provided in the content of the Easement Provided in the content of the con

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- 5. GRANTOR reserves the right to use the lasement Premises in any manner that will not prevent or interfere with the exercise by MUNICIPAL of the rights granted hereunder; provided, however that GRANTOR shall no obstruct, or permit to be obstructed, the Lasement Premises at any time whatsoever without the express prior written consent of MUNICIPALITY.
- 6. MUNICIPALITY may assign the rights granted to it bereunder to any assignee who demonstrates sufficient competence to MUNICIPALITY and gives adequate assurances to MUNICIPALITY that any work to be performed pursuant to such assignment shall be conducted in a good and workmanlike manner, and that GRANTOR's interest in the Lasement Premises shall be protected to the extent as set forth in this instrument.
- 7. All rights, titles and priviliges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties to this instrument, their respective heirs, executors, administrators, legal representatives, assigns and successors in interest.
- 8. GRANTOR bereby waives any right of homestead with regard to the grant and conveyance herein set forth.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or have caused this instrument to be executed by their proper officers duly authorized to execute the same effective this alphabay of December . 19 87.

John L. Monical , GRANTOR

\* Darberta Illorical (SEAL)

Barbara S. Monical , GRANTOR

City Of IT ROY, McLean County, Illinois, an Illinois municipal corporation

By

Jack Moss , Mayor of the City of LeRoy

Attest:

(seal)

Juanita Dagley , City Clerk of the City of LeRoy, Illinois

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A temporary easement is hereby granted by GRANTOR (S) to Municipality across the following described premises:

The West 10 feet of the East 25 feet of Lot 24 in Sunnyside Addition to the City of LeRoy in the Southeast 1/4 of Section 20, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois.

Exhibit A

GRAHTOR (\$), WENDELL CRUMBAUGH, a married man,

of RR 1, LeRoy , McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, XX/does hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and XX/does hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Lasement Premises"):

The South 15 feet of Lots 16, 17, 18, 19, 20 and 21, all in Bel Vue Subdivision to the City of LeRoy in McLean County, Illinois;

(This is not homestead property as to Grantor)

and a Temporary Easement effective until  $\frac{0 \text{ctober 1}}{\text{attached hereto}}$ , 1988, over the premises described in Exhibit A  $\frac{1}{\text{attached hereto}}$  and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the fasement Premises for public sewer line purposes. The easement granted berein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Fasement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANIOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the tasement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have lirst consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

STATE OF ILLINOIS COUNTY OF MC LL.N I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT WENDELL CRUMBAUGH, a married man personally known to me to be the same person(s) whose name(x) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, scaled 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 scal, this 12 day of october 19 87. Galene H. Gatoman - Notary Public My commission expires: marces 6, 1988 STATE OF ILLINOIS SS COUNTY OF MC LEAN 1, the undersigned, a Notary Public in and for said County and JUANITA DAGLEY a personally known to me to be the City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered said instrument of writing as Mayor and as City Clerk of said city, and caused the seal of the City of LeRoy to be affixed thereto, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary act and agreement of the City of LeRoy for the uses and purposes therein set forth. Given under my hand and notarial seal, this \_\_\_\_\_ day of Notary Public My commissions expires:

This instrument prepared by:

GRANTOR (S), JAMES W. GLASSCOCK and SHARON/GLASSCOCK, husband and wife,

of LeRoy, McLean County, Lilinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, doXMMX hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and doXMMX hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

The East 15 feet of Lot 11 in Bel Vue Subdivision to the City of LeRoy in McLean County, Illinois;

and a Temporary Easement effective until  $\frac{0 \text{ctober 1}}{\Lambda}$ , 19-88, over the premises described in Exhibit  $\Lambda$  attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- I. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting, repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the fasement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted heremader.

This instrument prepared by:

HUNTH NDERSON LAW TSI STATE OF ILLINOIS )

COUNTY OF MC LEAN )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT \_JAMES W. GLASSCOCK and SHARON J. GLASSCOCK, husband and wife \_, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, scaled 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.

1988.

Given under my hand and notarial seal, this 17thday of January

Went Henderson

Notary Public

My commission expires: December 2, 1988

STATE OF ILLINOIS )

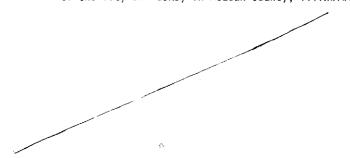
COUNTY OF MC LEAN )

I, the undersigned, a Notary Public in and for said County and State aforesaid. DO HEREBY CERTIFY THAT JACK MOSS personally known to me to be the Mayor of the City of LeRoy, and JUANITA DAGLEY personally known to me to be the City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed city Clerk said instrument of writing as Mayor and City Clerk, they signed

GRANTOR (S), KATHERINE K. ROBERTS, a single woman.

of LeRoy . McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, XKX/does hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and XX/does hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

The South 15 feet of Lot 1 in Bel Vue Subdivision to the City of LeRoy in McLean County, Illinois;



and a Temporary Easement effective until <u>October 1</u>, 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time my and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANIOR harmless from allclaims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the taxement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 STATE OF ILLINOIS )

(COUNTY OF MC LEAN )

1, the undersigned, a Notary Public in and for said County and State aforesaid. NO HERBY CERTIFY HIAL KATHERINE K. ROBERTS,

a single woman, personally known to me to be the same person(s) whose name(y) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

1957. Given under my hand and notarial seal, this 28 day of Oct.

STATE OF ILLINOIS )
COUNTY OF MC LEAN )

I, the undersigned, a Motary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT JACK MOSS personally known to me to be the Mayor of the City of LeRoy, and JUANITA DAGLEY personally known to me to be the City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered said instrument of writing as Mayor and as City Clerk of said city, and caused the seaf of the City of LeRoy to be affixed thereto, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary act and agreement of the City of LeRoy for the uses and purposes therein set forth.

This instrument prepared before

GRANTOR (%), \_WENDELL\_CRUMBAUGH, a married man,\_\_

The South 15 feet of Lot 2 in Bel Vue Subdivision to the City of LeRoy in McLean County, Illinois;

(This is not homestead property as to Grantor)

and a Temporary Easement effective until  $\underline{0ctober\ 1}$ ,  $\underline{1988}$ , over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Lasement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of, the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing faither, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 ¥ .

STATE OF ILLINOIS )
COUNTY OF MC LEAN )
I, the undersigned, a Rotary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT WENDELL CRUMBAUGH  whose name (s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his form.
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 scat, this 17 day of October  1987.  Paule a la futerna.  Notary Public
Notary Public
My commission expires: March 16, 19ff
STATE OF ILLINOIS ) SS
COUNTY OF MC LEAN )
I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT JACK MOSS personally known to me to be the Mayor of the City of LeRoy, and JUANITA DAGLEY personally known to me to be the

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT JACK MOSS.

personally known to me to be the Mayor of the City of LeRoy, and JUANITA DAGLEY personally known to me to be the foregoing instrument, appeared before me this day in person and severally and delivered said instrument of writing as Mayor and city Clerk, they signed City Clerk of said city, and caused the seal of the City of LeRoy to be affixed thereto, pursuant to authority given by the City Council act and agreement of the City of LeRoy for the uses and purposes therein set forth.

Ø Given unde → ○	er my hand and 	notarial scal,	thisday of
	•		Notary Public

My commission expires:

This instrument prepared by:

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GRANTOR (S), DONALD E. WILSON and JOYCE WILSON, husband and wife,

of <u>teroy</u>. • <u>McLean</u> <u>County</u>, <u>Illinois</u> (hereinafter referred to as GRANIUR), in consideration of ONE BOLLAR (\$1.00) in hand paid and other good and valuable consideration, do \*\*MXXXX\* hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and do \*\*XXXXX\* hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Lasement Premises"):

The South 15 feet of Lot 3 in Bel Vue Subdivision to the City of LeRoy in McLean County, Illinois;

(This is not homestead property as to Grantor)

and a Temporary Easement effective until 0ctober 1, 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the flavement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not intertering with the rights granted hereunder.

This instrument prepared by:

STATE OF ILLINOIS COUNTY OF MC LEAN 1, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT DONALD E. WILSON and JOYCE WILSON, husband and wife personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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 30 day of November 19 87. My commission expires: 9-24-90 "OFFICIAL SEAL" Norma J. Bahb Notary Public, State of Illinois My Commission Expires -24-90 STATE OF ILLINOIS COUNTY OF MC LEAN I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT JACK MOSS personally known to me to be the Mayor of the City of LeRoy, and JUANITA DAGLEY Personally known to me to be the City Clerk of said city, whose names are subscribed to the , personally known to me to be the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered said instrument of writing as Mayor and as City Clerk of said city, and caused the seal of the City of LeRoy to be affixed thereto, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary act and agreement of the City of LeRoy for the uses and purposes therein set forth. Given under my hand and notarial seal, this \_\_\_\_\_ day of , 19<u>.87</u>. Notary Public My commission expires:

This instrument prepared Byl:

GRANTOR (9), JAMES L. KIRBY, a married man,

o f	LeRoy	•	McLean	County,	Illinois	(hereinafter
ref	erred to as	GRANTOR)	, in cons	sideration	of ONE DOLLAR	(\$1.00) in hand
						hereby agree
						nois municipal
						CITY OF LE ROY.
					red to as MUNI	
Peri	manent Ease:	ment acro	ss the fo	ollowing de	scribed premis	ses (hereinafter
ref	erred to as	the "Eas	ement Pro	emises");		

The South 15 feet of Lot 3 in Bel Vue Subdivision to the City of LeRoy in McLean County, Illinois;

(This is not homestead property as to Grantor)

and a Temporary Easement effective until <u>October 1</u>, 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted.

  Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
  - 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
  - 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Lasement Premises; provided, howers, that any such other easements shall be subject to the easement franted; and providing further, that MUNICIPALITY shall have sinted in writing to the terms, nature and location of any deasements as not interfering with the rights granted here-

Ament prepared by:

JERSON JT LAW JTNUT ST. L 61752 į.

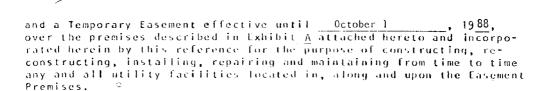
STATE OF ILLINOIS )	
COUNTY OF MC LEAN )	
I, the undersigned, a Notary Public in and for a State aforesaid, DO HEREBY CERTIFY THAT JAMES L. KIRB personally known to me to be whose name(*) is subscribed to the foregoing instrument of the this day in person and acknowledged that I and delivered the said instrument as his free and the uses and purposes therein set forth, including the waiver of the right of homestead.	the same person(s) ment, appeared me_signed, sealed voluntary act, for me_release and
Given under my hand and notarial seal, this 12 1987.  Daulers H.  Notary F	Datemen -
My commission expires: March 6, 1988	
STATE OF ILLINOIS ) SS COUNTY SOF MC LEAN )	•
I, the undersigned, a Notary Public in and for sa State aforesaid, DO HEREBY CERTIFY THAT JACK MOSS personally known to me to be the Mayor of the City of JUANITA DAGLEY personally known to City Clerk of said city, whose names are sa foregoing instrument, appeared before me this day in acknowledged that as such Mayor and and delivered said instrument of writing as Mayor and and delivered said city, and caused the seal of the City Clerk of said city, and caused the seal of the Company of said city as a free and voluntary act, and as the act and agreement of the City of LeRoy for the uses, therein set forth.	LeRoy, and one to be the abscribed to the person and severally lerk, they signed that is city of LeRoy to be City Council free and voluntary and purposes.
Give under my hand and notarial scal, this	
Notary	Public
My commission expires:	

This instrument prepared by:

GRANTOR (S), RICHARD A. FOX and LISE FOX, husband and wife,

of LeRoy, McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, do/www. hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and do/does hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

The South 15 feet of Lot 4 in Bel Vue Subdivision to the City of LeRoy in McLean County, Illinois;



- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sever line purposes. The easement granted berein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further. That MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

	STATE OF ILLINOIS ) ) SS
	COUNTY OF MC LEAN )
•	I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CLRITFY THAT RICHARD A. FOX and LISE FOX, husband and wife , personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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.
	19 87.  Given under my hand and notorial seal, this 17th day of October  Notary Public  Notary P
	My commission expires: march 16, 1988
	STATE OF ILLINOIS )  OUNTY OF MC LEAN )
	I, the undersigned, a Notary Public in and for said County and State aforesaid. DO HERBY CERTIFY THAT JACK MOSS personally known to me to be the Mayor of the City of LeRoy, and JUANITA DAGLEY personally known to me to be the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and city Clerk, they signed and delivered said instrument of writing as Mayor and as City Clerk of said city, and caused the seal of the City of LeRoy to be affixed thereto, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary act and agreement of the City of LeRoy for the uses and purposes therein set forth.
	, 19 <u>87</u> .
	M

This instrument prepared by

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My commission expires:

HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752 (309) 962-279!

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GRANTOR (\$), WENDELL CRUMBAUGH, a married man.

of RR i, LeRoy , McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, %xo/does hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and xxx/does hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

The South 15 feet of Outlot "Z" in Bel Vue Subdivision to the City of LeRoy in McLean County, Illinois;

(This is not homestead property as to Grantor)

and a Temporary Easement effective until  $\frac{0 \text{ctober 1}}{1988}$ , over the premises described in Exhibit  $\underline{\Lambda}$  attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, inderground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

HUNT HENDERSONS ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY, IL 61752

STATE OF ILLINOIS )
COUNTY OF MC LEAN )
1, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT <u>WENDELL CRUMBAUGH</u> , a <u>married man</u> , personally known to me to be the same person(s) whose name(x) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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 seat, this 17 day of October  19_87.  Rotary Public
My commission expires: march No, 1988
STATE OF ALLINOIS )  OUNTY OF MC LEAN )
I, the undersigned, a Notary Public in and for said County and State aforesaid. DO HEREBY CERTIFY THAT JACK MOSS personally known to me to be the Mayor of the City of LeRoy, and JUANITA DAGLEY , personally known to me to be the City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered said instrument of writing as Mayor and as City Clerk of said city, and caused the seal of the City of LeRoy to be affixed thereto, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary act and agreement of the City of LeRoy for the uses and purposes therein set forth.
Given under my hand and notarial seal, thisday of
Notary Public
My commission expires:

This instrument prepared by:

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HUNT HENDERSON ATTORNEY AT LAW 122 N. CHESTNUT ST. LEROY. IL 61752 (309) 962-2791

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### SEWER LINE EASEMENT TO MUNICIPALITY

GRANTOR (S), WALLACE EUGENE BROWN and DONNA LUCILLE BROWN, husband and wife,

of LeRoy , McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, dolarway hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and dolarway hereby grant to the CITY OF LEROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

#### Easement A -

The North 24 feet of Lot 31 in Block 1 of Barley and Pfitzenmeyer East Park Subdivision in the City of LeRoy, McLean County, Illinois;

#### Easement B -

The East 15 feet of Lots 28, 29 and 30, all in Block 1 of Barley and Pfitzenmeyer East Park Subdivision in the City of LeRoy, McLean County, Illinois;

and a Temporary Easement effective until October 1, 1988, over the premises described in Exhibit A attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and hold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of, the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

STATE OF ILLINOIS ) COUNTY OF MC LEAN ) 1, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT WALLACE EUGENE BROWN and DONNA LUCILLE BROWN, husband and wife, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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 Oth day of Cololle. 19\_87. Christina & Shider My commission expires: ////3/87 STATE OF ILLINOIS COUNTY OF MC LEAN I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT JACK MOSS personally known to me to be the Mayor of the City of LeRoy, and JUANITA BAGLEY , personally known to me to be the City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered said instrument of writing as Mayor and as City Clerk of said city, and caused the seal of the City of LeRoy to

Given under my hand and notarial seal, this \_\_\_\_\_\_ day of \_\_\_\_\_, 19 .\_\_\_. Notary Public

be affixed thereto, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary

act and agreement of the City of LeRoy for the uses and purposes

My commission expires:

This instrument prepared by:

therein set forth.

GRANTOR (\$), BILLIE K. TICE, Executor of the Estate of Faye K. Hart,

deceased, and as an individual,

of LeRo; Molean County, Illinois (hercinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, &%/does hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and &m/does hereby grant to the CITY OF LE ROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

The South 12 feet of Lot 27, except the West 109 feet thereof, in Block 1 of Barley and Pfitzenmeyer East Park Subdivision in the City of LaRoy, McLean County, Illinois;

and a Temporary Easement effective until <u>October 1</u>, 19<u>88</u>, over the premises described in Exhibit <u>A</u> attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

- 1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Fasement Premises for public sever line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.
- 2. MUNICIPALITY will save and bold GRANTOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

STATE OF ILLINOIS )

COUNTY OF MC LEAR )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTLY THAT BILLIE K. TICE. Executor of the Estate Faye K. Hart, deceased, and as an/personally known to me to be the same person (x) whose name(x) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged 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 19th day of October

My commission expires: 9-24-90

"OFFICIAL SEAL"
Norma J. Babb
Notary Public, State of Illinois
My Commission Expires (244)

STATE OF ILLINOIS )

COUNTY OF MC LEAN )

1, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT JACK MOSS personally known to me to be the Mayor of the City of LeRoy, and JUANITA DAGLEY . Personally known to me to be the

JUANITA DAGLEY . . personally known to me to be the City Clerk of said city, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and . City Clerk, they signed and delivered said instrument of writing as Mayor and as City Clerk of said city, and caused the seal of the City of LeRoy to be affixed thereto, pursuant to authority given by the City Council of said city as a free and voluntary act, and as the free and voluntary act and agreement of the City of LeRoy for the uses and purposes faerein set forth.

Given under my hand and notarial seat, this \_\_\_\_\_\_day of \_\_\_\_\_\_\_, 19.87.

My commission expires:

This instrument prepared by:

HUNT HENDERSON ATTORNEY AT LAW 122 N CHESTNUT ST. LEROY, IL 61752 (309) 962-2791

(nuga)

GRANTOR (S), DORIS JEANNE CHUBBUCK, formerly known as DORIS JEANNE HALLER, a widow by reason of the death of her husband Ralph Haller and since remarried, of Leroy referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, do/dxxx hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and do/dxxx hereby grant to the CITY OF LE ROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

The South 12 feet of the West 109 feet of Lot 27 in Block 1 in Barley & Pfitzenmeyer East Park Subdivision of the City of LeRoy, being a part of the Southeast 1/4 of Section 21, Township 22 North, Range 4 East of the Third Principal Meridian, McLean County, Illinois;

(This is not homestead property as to Doris Jeanne Chubbuck)

and a Temporary Easement effective until  $\frac{0 \text{ctober 1}}{\Lambda}$ , 1988, over the premises described in Exhibit  $\Lambda$  attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

1. The parties have determined that it is in their best interest for GRANTOR to grant and for MUNICIPALITY to accept this easement in and along the Easement Premises for public sewer line purposes. The easement granted herein shall be for the limited and exclusive purposes of surveying, constructing, operating, maintaining, testing, inspecting repairing, removing, replacing or abandoning in place and controlling, underground pipelines and mains for the conveyance of sewage in, over, across, through and under the Easement Premises, together with all reasonable rights of ingress and egress across adjoining lands owned by GRANTOR necessary for the exercise of the rights herein granted. Said easement rights are granted to MUNICIPALITY, its agents, employees, contractors and assignees.

- 2. MUNICIPALITY will save and hold GRANIOR harmless from all claims, causes and actions, and suits, damages or demands whatsover in law and in equity which may arise out of, or as a consequence of the negligence of MUNICIPALITY, or its authorized agents, servants or employees, in maintaining, repairing and utilizing said utility facilities and easements.
- 3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the fasement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

This instrument prepared by:

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COUNTY OF MC LEAN	) ) 55 )				
whose name (y) is before me this day and delivered the the uses and purpowaiver of the righ	subscribed to in person and said instrument set therein set to of homestead.	Thy known to the foregoin acknowledge to her f t forth, inc	s JEANNE CHOR one to be ng instrumed that She lice and vo cluding the	the same persont, appeared signed, seal Tuntary act, I release and	on(#) Led For
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STATE OF ILLINOIS	) ) ss				
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Given under my hand and notatial seat, this \_\_\_\_\_\_day of Notary Public My commission expires:

 $^{\circ}$ a widow by reason of the death of her husband Ralph Haller and since remarried,

act and agreement of the City of LeRoy for the uses and purposes

therein set forth.

STATE OF ILLINOIS)

(SS COUNTY OF MC LEAN)

I, Juanita Dagley , do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

ORDINANCE ACCEPTING GRANTS OF SEWER EASEMENT:

That said ordinance was adopted by the Mayor and City Council of the City of LeRoy at a regular meeting on the 18th day of 19 88, and that a faithful record of said ordinance has been made in the record books.

Dated this 18th day of TRNUNRY , 1988.

Marita Sagle City Clerk

(seal)