

CITY OF LEROY
COUNTY OF MCLEAN
STATE OF ILLINOIS

ORDINANCE NO. 689

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE LOCATED IN THE SOUTH
WEST 1/4 OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL
MERIDIAN, MCLEAN COUNTY, ILLINOIS

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS 15th
DAY OF July, 1996.

PRESENTED: July, 1996

PASSED: July, 1996

APPROVED: July, 1996

RECORDED: July, 1996

PUBLISHED: July, 1996

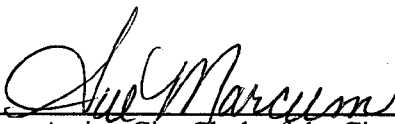
In Pamphlet Form

Voting "Aye" 6

Voting "Nay" 0

The undersigned being the duly qualified and Acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

X 
Acting City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: July 15, 1996.

ORDINANCE NO. 689

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE LOCATED IN THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS

WHEREAS, the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation (the "Municipality"), is currently involved in the construction of a storm sewer and surface water drainage construction project; and

WHEREAS, it is necessary for Municipality to purchase real estate, and whereas Section 5/11-76.1-3, et seq., of Chapter 65 of the Illinois Compiled Statutes, 1994 State Bar Edition (as supplemented and amended), hereinafter referred to as the "Act", provides the method by which an Illinois municipal corporation may purchase real estate; and

WHEREAS, the City Council of Municipality (the "Corporate Authority") has determined that it is advisable, necessary, and in the best interests of the Municipality's public health, safety and welfare, to undertake a project providing for the acquisition, construction and ongoing maintenance of a waterway and surface drainage way (together with all required improvements thereto, including the acquisition of land or rights in land necessary, useful or advisable in connection with such work, and as such work may progress in one or more phases, and other related costs, hereinafter referred to as the "Project"), substantially in accordance with related plans, specifications and preliminary cost estimates therefore prepared by the Municipality's Project engineers, now on file at the office of the City Clerk and available for public inspection; and

WHEREAS, the estimated cost of acquiring the aforesaid real estate is anticipated to be approximately \$10,000.00,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of LeRoy, McLean County, Illinois, in lawful meeting assembled, as follows:

Section 1. Incorporation of preambles and determination to purchase real estate. The Corporate Authority hereby finds that all of the recitals contained in the preambles to this ordinance are true,

complete and correct and hereby incorporate them into this Section 1. of this ordinance by this reference thereto. It is necessary and in the best interests of Municipality to acquire, construct, and install the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described above, and for the purpose of acquiring, constructing and installing the Project, the City of LeRoy is hereby authorized to enter into an agreement for the purchase of real estate as set forth in Attachment I, attached hereto and incorporated herein by reference.

Section 2. Publication and notice within ten (10) days after the adoption of this notice by the Corporate Authority. This ordinance, preceded by a notice conforming to the requirements of the Act, shall be published, in substantially the form presented at the meeting of the Corporate Authority at which this ordinance is adopted, in *The LeRoy Journal*, a newspaper (under the Notice by Publication Act) published in LeRoy, Illinois, and of general circulation in the Municipality, and if no petition, signed by not less than a number of electors of the Municipality being equal to ten percent (10%) of the number of the registered voters in the Municipality asking that the question of so acquiring and purchasing real estate be submitted to the electors of the Municipality, is filed with the City Clerk within thirty (30) days after the second date of publication of this ordinance and such notice, then this ordinance shall be in full force and effect. If such petition is filed, an election on the question shall be held as set forth in such notice at the general election to be held on November 5, 1996, if such election is held and such question can be presented, and otherwise at the next election at which such question could be presented. The City Clerk shall have available and shall provide a form of petition (in substantially the form it is presented before the meeting of the Corporate Authority at which the ordinance is adopted) to any person requesting one.

Section 3. Additional ordinances. The Corporate Authority, in accordance with and pursuant to the act, may adopt additional ordinances or other proceedings supplemental to or amending this ordinance, providing for the purchase of real estate as aforesaid. Such additional or supplemental ordinances or other proceedings shall in all instances become effective in accordance with applicable law; this ordinance together with such additional ordinances or other proceedings, shall constitute complete authority for the purchase of the real estate as previously described herein.

Section 4. Severability or repeal. If any section, paragraph, clause or provision of the ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

Section 5. This ordinance shall be in full force and effect upon its passage and approval and publication as provided herein.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by

Dawn Thompson, seconded by Bill Swindle

by roll call vote on the 15th day of July, 1996, as follows:

Aldermen elected 6 Aldermen present 6

VOTING AYE: Ron Litherland, Dave McClelland, Lois Parkin, Fred Dodson, Dawn Thompson
(full names) Bill Swindle

VOTING NAY: None
(full names)

ABSENT, ABSTAIN, OTHER: None
(full names)

and deposited and filed in the office of the Acting City Clerk in said municipality on the 15th day of July, 1996.

X Sue Marcum
Sue Marcum, Acting City Clerk of the City of LeRoy, McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 15th day of July, 1996.

X Jerry C. Davis
Jerry C. Davis, Mayor of the City of LeRoy, McLean County, Illinois

ATTEST: (SEAL)

X Sue Marcum
Sue Marcum, Acting City Clerk, City of LeRoy, McLean County, Illinois

CONTRACT FOR SALE OF REAL ESTATE
McLEAN COUNTY BAR ASSOCIATION FORM (REV. 5-90)

Seller: KENNETH E. JENSEN
CYNTHIA A. JENSEN,
Husband and Wife

Buyer: CITY OF LEROY, McLEAN
COUNTY, ILLINOIS, an Illinois
Municipal Corporation

Social Security No. -

FEIN: - 37-6001597

Address: 809 East Vine Street
LeRoy, Illinois 61752

Address: 111 East Center Street
LeRoy, Illinois 61752

Attorney: Mercer Turner
First State Bank Building
202 N. Prospect Rd., Suite 202
Bloomington, Illinois 61701

Attorney: Hunt Henderson, Attorney
for the City of LeRoy
112 East Center Street
LeRoy, Illinois 61752

CONTRACT FOR SALE OF REAL ESTATE

THIS AGREEMENT, entered into between Kenneth E. Jensen and Cynthia A. Jensen, Husband and Wife, hereinafter referred to as Sellers, and City of LeRoy, McLean County, Illinois, an Illinois Municipal Corporation, hereinafter referred to as Buyer, WITNESSETH:

1. **DESCRIPTION, PRICE AND PAYMENT:** Seller sells the following described real estate, to-wit:

A part of the South West 1/4 of Section 21, Township 22 North, Range 4 East of the Third Principal Meridian, described as follows: Commencing at the North East corner of Lot 1 of the Subdivision of the said South West 1/4 of Section 21; thence South 00 degrees 00 minutes 00 seconds West, 266.00 feet along the East line of the said Lot 1 to the South line of the North 266 feet of the said Lot 1; thence North 88 degrees 26 minutes 00 seconds West, 120.45 feet along the South line of the North 266 feet of the said Lot 1 to the Point of Beginning; thence South 9 degrees 11 minutes 10 seconds West, 160.33 feet; thence South 14 degrees 46 minutes 06 seconds West, 300 feet; thence South 20 degrees 28 minutes 44 seconds West, 133.14 feet to the North East right of way line of the Conrail Railroad; thence North 46 degrees 53 minutes 52 seconds West, 85.79 feet along the said Conrail right of way line; thence North 23 degrees 17 minutes 57 seconds East, 92.79 feet; thence North 11 degrees 54 minutes 21 seconds East, 300.37 feet; thence North 07 degrees 17 minutes 44 seconds East, 139.05 feet to the South line of the North 266 feet of the said Lot 1; thence South 88 degrees 26 minutes 00 seconds East, 95.00 feet along the South line of the North 266 feet of the said Lot 1 to the Point of Beginning, situated in the City of LeRoy, McLean County, Illinois.

to Buyer, who agrees to pay \$10,000.00 therefor in the manner following: \$1,000.00 (inclusive of earnest money) upon the execution of this Agreement:

- (a) ~~To be held in escrow until evidence of merchantable title is approved by Buyer's attorney, and financing is approved as per Paragraph 9;~~
- (b) ~~To be held in escrow until closing;~~
- (c) To be delivered to Seller, receipt of which is hereby acknowledged;

and the balance is to be paid as set forth in subsequent provisions of this contract.

2. **EVIDENCE OF TITLE:** On or before the 19th day of July, 1996, Seller will furnish Buyer:

ATTACHMENT I

Written commitment from a title insurance company duly authorized to do business in Illinois, showing title to said premises subject only to matters to which this sale is subject by the terms hereof and to the customary exceptions contained in owners policies issued by such company. If written commitment discloses defects in terms hereof and the customary exceptions in such policies, then Seller shall have until date for delivery of deed to correct such defects. Owners title policy, in amount of the purchase price for said premises, will be paid for by Buyer and issued to Buyer after delivery of deed.

3. **DEED:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed upon payment being made as herein provided, on or before the date for final settlement as expressed later in this contract.

4. **POSSESSION:** Possession of said real estate is to be delivered to Buyer on or before the date of final settlement as expressed later in this contract, and upon payment being made as herein provided.

5. **INSURANCE:** This contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 Illinois Compiled Statutes 65/1, State Bar Edition 1994 (as amended), formerly cited as Illinois Revised Statutes, Chap 29, Sec. 8.1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

6. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated as of the date of delivery of possession of the premises to Buyer, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest tax information available. Seller shall pay the 1995 real estate taxes when due. Only a credit for the 1996 real estate taxes shall be allowed against the balance of the purchase price due.

7. ENCUMBRANCES:

(a) Mortgage to (NONE) which will be assumed by Buyer, if so provided in Paragraph 1, but if not so provided, then it shall be satisfied out of purchase price and released when deed is delivered;

(b) Easements and building or use restrictions of record, and provisions of zoning and building ordinances, if any, none of which shall be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

8. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties, with respect to the property, which is the subject matter of this contract:

(a) That no work has been done upon, or materials furnished to, the premises which could give rise to a lien or liens under the Mechanics' Lien laws of the State of Illinois;

(b) Additional Warranties: None.

9. **ADDITIONAL PROVISIONS:** The following provisions form a part of this contract unless deleted by mutual agreement of the parties hereto:

(a) Unless otherwise agreed, Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;

(b) When used in this instrument, unless the contract requires otherwise, words importing the masculine gender include the feminine, words importing the

singular number include the plural, and words importing the plural number include the singular;

(c) It is mutually agreed by and between the parties hereto that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties, and that time is of the essence of this contract.

(d) It is acknowledged by the parties hereto that the State of Illinois has enacted a Smoke Detector Act;

(e) Other:

(1) Buyer shall pay all surveying expenses and all title work expenses connected with the conveyance of the real estate described herein.

(2) Sellers and any successor in interest shall have the right to connect another waterway or to direct surface water to the subject premises so long as the connecting waterways or direction of surface water is done in keeping with well-accepted soil control practices, farming and agricultural practices, and engineering and conservation practices, in order to minimize the potential for erosion and for damage to the described premises and the waterway to be constructed thereon. The rights expressed in this sub-sub-section of this contract shall be expressed by a reservation of right to direct other surface water to the subject premises, such reservation to be set forth in the deed or other document conveying ownership or rights as expressed hereinafter from seller to buyer.

(3) The instrument of conveyance regarding the premises described previously in this contract shall contain covenants as follow:

(A). The City of LeRoy shall regularly maintain the subject premises, keep the premises described herein mowed, landscaped to the extent appropriate in keeping with the primary use intended for the premises, that being for a drainageway or waterway, and weed-free, to the fullest extent reasonable in keeping with appropriate land and management practices for a drainageway or waterway, all such maintenance to be done in accordance with well-accepted conservation and engineering practices, and in keeping with well-accepted soil erosion control practices, and good farming and agricultural practices, all in regard to the waterway or similar drainage improvement on the described premises;

(B). Any excess dirt removed from the described premises in connection with the construction of the intended improvements to make the subject premises more useful as a waterway or drainageway shall be placed on the Sellers' property to the east or to the west, or both, as directed by the Sellers. Neither Buyer nor its contractors, officers, agents or employees shall be liable for any damage caused in crossing the crop area and depositing soil on the crop area, nor shall Buyer be liable to Seller's tenant for any damage to the tenant's share of such crops in regard to damage caused by transportation or moving of the excess dirt to a location as directed by Sellers.

(C). The subject premises shall not be available for public use as a travelway, roadway, or other means of ingress or egress to any other property, but shall be used for the purposes of constructing, re-constructing, replacing, maintaining, deepening, and keeping in repair, an open ditch, drain, surface drain, waterway or drainage swale, and, further,

for constructing, maintaining, deepening and keeping in repair one or more subsurface sewer lines or other utility lines across and under the premises previously described herein.

(4) If any of the area included in the description of the subject premises set forth previously in this contract takes in any area currently planted in crops for the 1996 crop year, Buyer shall calculate the area planted within the waterway, and to the extent damages are caused to the crop in that area, Buyer shall reimburse Sellers' tenant for the tenant's one-half interest in that crop based on the fair-market value of the crop damaged.

(5) The parties hereto agree Sellers shall reserve a right or easement to cross the premises previously described herein from one side to the other for purposes of farming, and to cross the same, in connection with said purposes, either by Sellers, their successors in interest, or any agent, employee, tenant, or assignee of Sellers, or their successors in interest, for such purposes, such crossing to be by farm implements or equipment and vehicles used in connection with the farming operation on either side of the premises described previously herein and being the subject of this contract. Such reservation shall further provide that sellers or their successors in interest and any farm tenant, agent or employee farming the premises shall have no liability for damage to the subject premises when such damage may be caused by crossing the premises with farm equipment. However, Sellers, their assigns and successors in interest, as well as any agents, employees or tenant farmers, would be liable for damage to the surface when caused by crossing the area with something other than farm equipment. Such reservation shall further require, and shall include as a covenant in the instrument conveying the premises described herein, that the subject premises shall be so shaped and maintained that they shall be capable of being crossed by farm equipment, weather permitting. A further covenant shall be included providing that neither Sellers, their agents, employees, tenant farmers, their assigns or successors in interest, shall be liable for any damage done to any subsurface improvement or utility line when crossing the premises described herein as permitted in accordance with this agreement.

(6). This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery of this agreement except such representations as are specifically set forth herein, and each party acknowledges that he, she, or it has relied on his, her, or its own judgment in entering into this agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his, her or its dealings with the other.

(7) No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

(8) This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Illinois.

(9) Should either party, or the respective heirs, executors, administrators, assigns or successors in interest of either party, to this agreement, be required to incur attorney fees, costs, and/or other expenses as a result of the other party's failure to perform any obligation pursuant to the terms of this agreement, then the party so failing to perform shall be liable to the other party for any reasonable attorney fees, costs, and expenses incurred by such other party. Should either party to this agreement, or the respective heirs, executors, administrators, assigns or successors in interest of either party, fail to reimburse the other party for such reasonable attorney fees, costs, and other expenses, as aforesaid, then said amount may be obtained or collected by the party to whom it is due by bringing an action against the other party for such fees, costs and expenses incurred as a result of the first party's failure to perform.

(10) It is expressly understood and agreed between the parties to this agreement that in the event a court of competent jurisdiction shall at any time after the date of this agreement hold that a portion of this agreement is invalid, illegal or unenforceable, the remainder shall not be affected thereby, but shall continue in full force and effect.

(11) No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

(12) Whenever the context of this agreement requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural.

(13) This agreement shall be binding upon and inure to the benefit of the respective parties, their respective heirs, executors, administrators, assigns and successors in interest.

(14) This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(15) All provisions of this instrument are binding upon and inure to the heirs, assigns, tenants, personal representatives, and successors in interest, of the parties hereto.

10. **NOTICES, ETC.:** That abstracts, title commitments, communications or notices with reference to this contract may be delivered by or to the parties or their respective attorneys as shown on the first page hereof.

11. This Contract was prepared by Hunt Henderson , Buyer's attorney, and approved by Mercer Turner , Sellers' attorney.

12. **SETTLEMENT:** That closing shall be held place as the parties agree upon.

13. **TOXIC OR HAZARDOUS WASTE:** Seller represents that they are unaware of any toxic or hazardous waste materials being stored or having been stored on the premises and that no notices have been received from the Illinois Environmental Protection Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property, except as hereinafter stated.

14. The parties to this contract contemplate final settlement occurring on or before December 27, 1996. The parties acknowledge that Buyer has represented to Sellers that, in accordance with the Illinois Municipal Code, an ordinance approving the purchase of the real estate described herein must be passed by the city council, then published at least twice within thirty days after the passage of the ordinance, said publication to be in one or more newspapers published in the municipality. Further, if a petition signed by the electors of the municipality, equal in number to ten per cent (10%) or more of the total number of registered voters in the municipality, is filed with the municipal clerk within thirty days of the second publication of the ordinance approving the purchase of the premises described herein, the corporate authorities must order the submission of the question of the purchase to be submitted to the municipal electors at the next general election. Buyer has also represented to Sellers that Buyer does not anticipate, at the time this contract is being entered into, there will be a petition filed regarding the purchase as permitted in accordance with the Illinois Municipal Code. However, in order to provide for the possibility of such a petition being filed within the requisite time, the parties hereto agree Buyer shall have those rights as follow:

- (A) Buyer may pay the balance of the price agreed herein to Sellers at any time after the effective date of this contract and Buyer shall then have the option of making an outright purchase of a fee simple absolute interest, or of purchasing an easement effective until December 27, 1996. In the event an outright purchase of a fee simple absolute interest is made, upon payment of the balance of the purchase price Buyer shall have the right to begin construction of the improvements contemplated in accordance with this agreement, even though final settlement may not occur until December 27, 1996.
- (B) In the event Buyer exercises Buyer's right to purchase an easement effective until December 27, 1996, the parties agree the easement shall be in substantially that form as set forth in Exhibit A, attached hereto and incorporated herein by reference, and that upon payment of the balance of the purchase price due as previously designated herein, which purchase price shall be deemed a purchase not only for the short-term easement, but also for a long-term easement or purchase of a fee simple absolute interest, whichever Buyer shall opt for on or before December 27, 1996, and upon final settlement of this contract, Buyer shall have the right to begin construction of the improvements contemplated in accordance with this agreement. Buyer shall further have the right to transform the short-term easement to an easement in perpetuity (as set forth in Exhibit B, attached hereto) on or before December 27, 1996.
- (C) In the event Buyer exercises Buyer's right to purchase an easement effective in perpetuity or to transform the "short-term" easement (effective only until December 27, 1996) to an easement in perpetuity, the parties agree the easement shall be in substantially that form as set forth in Exhibit B, attached hereto and incorporated herein by reference, and that upon payment of the balance of the purchase price due as previously designated herein, said purchase price shall be deemed a purchase for the long-term easement or purchase of a fee simple absolute interest, and Buyer shall pay the balance of the purchase price on or before December 27, 1996, and upon final settlement of this contract. Buyer may, at no additional purchase price, obtain from Sellers, after December 27, 1996, and during the term of the easement in perpetuity, a fee simple conveyance from Sellers or their successors in interest, within 30 days of requesting the same, in writing, of Sellers or their successors in interest.

15. Buyer may not begin construction work on the subject premises until the balance of the price due hereunder has been paid. However, in keeping with the preceding section 4, the balance of the price provided hereunder may be paid prior to time of final settlement, or prior to time of entering into an easement right as provided under the preceding options, in which event Buyer may begin construction work promptly upon the payment of the balance of the price set forth previously herein (\$10,000.00 less any downpayment already paid to Sellers).

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to several counterparts of this Agreement, of equal effect.

DATE SIGNED BY SELLER(S): _____, 1996.

X _____
Kenneth E. Jensen, Seller

X _____
Cynthia J. Jensen, Seller

DATE SIGNED BY BUYER (S): _____, 1996.

CITY OF LEROY, McLEAN COUNTY, ILLINOIS, an
Illinois Municipal Corporation

By _____
Jerry C. Davis, its Mayor

THIS CONTRACT WILL BE DEEMED EFFECTIVE AS OF THE LAST DATE SIGNED.

Mail to: Hunt Henderson, Attorney
for the City of LeRoy
112 East Center Street
LeRoy, Illinois 61752

EASEMENT

THE GRANTOR(s), Kenneth E. Jensen and Cynthia J. Jensen, Husband and Wife , of 809 East Vine Street , of the City of LeRoy , County of McLean, and State of Illinois (hereinafter referred to as "GRANTOR"), in consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, do hereby convey to the City of LeRoy , McLean County, Illinois, an Illinois municipal corporation (hereinafter referred to as "CITY"), an exclusive temporary easement and grant of right of way across the following described premises:

A part of the South West 1/4 of Section 21, Township 22 North, Range 4 East of the Third Principal Meridian, described as follows: Commencing at the North East corner of Lot 1 of the Subdivision of the said South West 1/4 of Section 21; thence South 00 degrees 00 minutes 00 seconds West, 266.00 feet along the East line of the said Lot 1 to the South line of the North 266 feet of the said Lot 1; thence North 88 degrees 26 minutes 00 seconds West, 120.45 feet along the South line of the North 266 feet of the said Lot 1 to the Point of Beginning; thence South 9 degrees 11 minutes 10 seconds West, 160.33 feet; thence South 14 degrees 46 minutes 06 seconds West, 300 feet; thence South 20 degrees 28 minutes 44 seconds West, 133.14 feet to the North East right of way line of the Conrail Railroad; thence North 46 degrees 53 minutes 52 seconds West, 85.79 feet along the said Conrail right of way line; thence North 23 degrees 17 minutes 57 seconds East, 92.79 feet; thence North 11 degrees 54 minutes 21 seconds East, 300.37 feet; thence North 07 degrees 17 minutes 44 seconds East, 139.05 feet to the South line of the North 266 feet of the said Lot 1; thence South 88 degrees 26 minutes 00 seconds East, 95.00 feet along the South line of the North 266 feet of the said Lot 1 to the Point of Beginning, situated in the City of LeRoy, McLean County, Illinois, with bearings being given for descriptive purposes only,

such temporary easement to end December 27, 1996.

The easement granted herein shall be for the limited purposes of constructing, reconstructing, replacing, maintaining, deepening, and keeping in repair an open ditch, drain, surface drain, waterway or drainage swale, and for constructing, maintaining, deepening and keeping in repair one or more subsurface sewer lines and any other public utility line across and under the previously described permanent right-of-way. The subject premises shall not be available for public use as a travelway, roadway, or other means of ingress or egress to any other property, but shall be used for the purposes of constructing, re-constructing, replacing, maintaining, deepening, and keeping in repair, an open ditch, drain, surface drain, waterway or drainage swale, and further, for constructing, maintaining, deepening and keeping in repair one or more subsurface sewer lines and other utility lines across and under the premises previously described herein. The City of LeRoy , its agents, employees and assignees, shall

have the right from time to time to enter and depart over and upon the above-described premises to effect the purposes of the easement herein granted.

In consideration of the conveyance by GRANTOR, CITY agrees as follows:

1. Upon completion of any construction, reconstruction, maintenance, repair, or deepening of the surface drainage way, open ditch, drain, waterway or drainage swale or any underground utility line (including sewer line), as provided previously herein, CITY shall restore the premises previously described herein to that condition as such premises existed prior to the aforesaid construction, reconstruction, maintenance, repair or deepening of the surface drainage way, open ditch, drain, waterway or drainage swale or underground utility line, as nearly as may be reasonably possible, in keeping with good engineering practices, accepted soil erosion control practices, and in keeping with good farming and agricultural practices.

2. From time to time, should CITY make further improvements in said surface drainage way, drainage ditch, drain, waterway, drainage swale, or subsurface sewer lines, or install one or more subsurface sewer lines, CITY shall restore the premises described above to the condition as the same existed prior to said construction as nearly as may reasonably be possible, in keeping with good engineering and soil conservation practices, accepted soil erosion control practices, and in keeping with good farming and agricultural practices.

3. GRANTOR shall have the right to use the premises located within the easement description for purposes not inconsistent with CITY's full enjoyment of the rights hereby granted, provided that GRANTOR shall not erect or construct any building or other structure, or drill or operate any well, or construct any other obstruction within the easement way.

4. Any and all costs and expenses with regard to the aforesaid easement and use of the same by CITY, including, but not limited to, construction, reconstruction, operation and maintenance, in good repair, of the surface drainage way, open ditch, drain, waterway, drainage swale or underground utility line (including sewer line), shall be the duty and obligation of CITY and CITY shall repair any damage caused by it to GRANTOR's premises, and shall save and hold harmless and indemnify GRANTOR from any and all liability which may be incurred by GRANTOR by reason of the construction, reconstruction, maintenance, in good repair, or operation, of said surface drainage way, open ditch, drain, waterway or surface drainage way, open swale, or subsurface sewer or other utility line, and that may be incurred by GRANTOR by reason of CITY's exercise of its right to enter and depart upon the described easement way as previously set forth herein. Any and all costs in regard to any future improvements or reconstructions in any surface drainage way, open ditch, waterway, drain, drainage swale, or subsurface sewer or other utility line, either existing or to be constructed in the future, including, but not limited to, construction, reconstruction, operation and maintenance of said surface drainage way, open ditch, drain, waterway, drainage swale or subsurface sewer or other utility line, shall be the duty and obligation of CITY.

5. CITY agrees, upon the completion of any construction, reconstruction, or maintenance work conducted by it on or in the easement way to reseed the stand of grass in the easement way, to the extent of any grassy area damaged, and to follow up the reseeding, as may be necessary, to water and fertilize the seed bed in order to re-establish the grassy area in a condition the same as or better than it existed prior to the damage to the grassy area by CITY or its agents, employees, or contractors.

6. The parties hereto agree that CITY, its agents, employees and contractors, from time to time, may place temporary stakes and markers within the easement way in order to facilitate construction, reconstruction, or repair work. Further, GRANTOR shall not place any fencing along the sides, on either end, or within the easement way, without CITY's consent.

7. GRANTOR, GRANTOR's agents, employees, tenants, assigns and successors in interest shall have the right to cross the easement way at any point or place, including making multiple crossings at a number of points or places, for the purpose of reaching the other side of the easement way to the extent GRANTOR, or GRANTOR's assigns or successors in interest, have land adjacent to the easement way on

either side of the easement way, for all reasonable purposes that GRANTOR, or GRANTOR's assigns and successors in interest, may have for the use of all said real estate. In crossing the easement way, GRANTOR, and GRANTOR's agents, employees, tenants, assigns and successors in interest, shall take every reasonable precaution to minimize or prevent damaging the way and thus making the easement way less likely to fulfill the purposes for which the way is granted to CITY, or increasing the burden of CITY to repair and maintain the easement way in good condition. GRANTOR, their agents, employees, tenants, assigns and successors in interest, shall have no liability for damage to the subject premises when such damage may be caused by crossing the easement way with farm equipment or for purposes in connection with the farming operation conducted by GRANTOR or their agents, employees, tenants, assigns, or successors in interest. GRANTOR, their agents, employees, tenants, assigns or successors in interest shall be liable for damage to the surface of the easement way when caused by crossing the area with something other than farm equipment or for purposes other than in connection with the farming operation conducted by GRANTOR, or their agents, employees, tenants, assigns, or successors in interest. GRANTOR, their employees, agents, tenants, assigns or successors in interest, shall not be liable for any damage done to any subsurface improvement or utility line when crossing the easement way described herein with farm equipment or for farming purposes as previously described in this section 7.

8. If CITY, as a result of its construction, reconstruction, repair or operation of the easement way should create a ditch or other area with such fall to the sides of the ditch or swale as to make it reasonably impossible for farm equipment to cross over the ditch, CITY shall construct a crossing or bridge suitable for the passage of farm equipment at a location mutually agreed upon with GRANTOR, and shall construct the bridge or crossing at CITY's expense and in such a way as to permit CITY to still be able to utilize the easement to the fullest extent possible. CITY shall construct and maintain the easement way in such a way that it shall be shaped so as to permit crossing from side to side by farm equipment, weather permitting.

9. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, tenants, personal representatives, and successors in interest, of the parties hereto.

10. The rule of strict construction shall not apply to this grant of easement. This grant shall be given a reasonable construction so that the intention of the parties to confer a usable right in grantee (CITY) is carried out.

11. This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery of this agreement except such representations as are specifically set forth herein, and each party acknowledges that he, she, or it has relied on his, her, or its own judgment in entering into this agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his, her or its dealings with the other.

12. No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

13. This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Illinois.

14. Should either party, or the respective heirs, executors, administrators, assigns or successors in interest of either party, to this agreement, be required to incur attorney fees, costs, and/or other expenses as a result of the other party's failure to perform any obligation pursuant to the terms of this agreement, then the party so failing to perform shall be liable to the other party for any reasonable attorney fees, costs, and expenses incurred by such other party. Should either party to this agreement, or the

respective heirs, executors, administrators, assigns or successors in interest of either party, fail to reimburse the other party for such reasonable attorney fees, costs, and other expenses, as aforesaid, then said amount may be obtained or collected by the party to whom it is due by bringing an action against the other party for such fees, costs and expenses incurred as a result of the first party's failure to perform.

15. It is expressly understood and agreed between the parties to this agreement that in the event a court of competent jurisdiction shall at any time after the date of this agreement hold that a portion of this agreement is invalid, illegal or unenforceable, that the remainder shall not be affected thereby, but shall continue in full force and effect.

16. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

17. Whenever the context of this agreement requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural.

18. This agreement shall be binding upon and inure to the benefit of the respective parties, their respective heirs, executors, administrators, assigns and successors in interest.

19. This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

20. Service of all notices under this agreement shall be sufficient if given personally or mailed via certified mail to the party involved at its respective address as previously set forth in this agreement, or at such other address as such party may provide in writing from time to time in accordance with this section regarding notices. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with first-class postage prepaid.

IN WITNESS WHEREOF, the GRANTOR(s) has/have set his/her/their hand(s) and seal(s) this _____ day of _____, 1996.

Kenneth E. Jensen (SEAL)

Cynthia J. Jensen (SEAL)

CITY OF LEROY, McLean County, Illinois,
an Illinois municipal corporation,

By: _____
Jerry C. Davis, Mayor

ATTEST:

(SEAL)

Sue Marcum, Acting City Clerk of the City
of LeRoy, McLean County, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY that Jerry C. Davis, personally known to me to be the Mayor of the City of LeRoy, and Sue Marcum, personally known to me to be the Acting 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 acting city clerk, they signed and delivered said instrument of writing as mayor and as acting 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 _____, 1996.

_____ My Commission Expires: _____
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY that Kenneth E. Jensen and Cynthia J. Jensen, 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.

Given under my hand and notarial seal, this _____ day of _____, 1996.

_____ My Commission Expires: _____
Notary Public

This instrument prepared by:
Hunt Henderson, Attorney at Law #01186256
112 East Center Street, LeRoy, Illinois 61752
Telph: (309) 962-2791

Mail to: Hunt Henderson, Attorney
for the City of LeRoy
112 East Center Street
LeRoy, Illinois 61752

EASEMENT

THE GRANTOR(s), Kenneth E. Jensen and Cynthia J. Jensen, Husband and Wife , of 809 East Vine Street , of the City of LeRoy , County of McLean, and State of Illinois (hereinafter referred to as "GRANTOR"), in consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, do hereby convey to the City of LeRoy , McLean County, Illinois, an Illinois municipal corporation (hereinafter referred to as "CITY"), an Exclusive Permanent Easement and Grant of Right-Of-Way across the following described premises:

A part of the South West 1/4 of Section 21, Township 22 North, Range 4 East of the Third Principal Meridian, described as follows: Commencing at the North East corner of Lot 1 of the Subdivision of the said South West 1/4 of Section 21; thence South 00 degrees 00 minutes 00 seconds West, 266.00 feet along the East line of the said Lot 1 to the South line of the North 266 feet of the said Lot 1; thence North 88 degrees 26 minutes 00 seconds West, 120.45 feet along the South line of the North 266 feet of the said Lot 1 to the Point of Beginning; thence South 9 degrees 11 minutes 10 seconds West, 160.33 feet; thence South 14 degrees 46 minutes 06 seconds West, 300 feet; thence South 20 degrees 28 minutes 44 seconds West, 133.14 feet to the North East right of way line of the Conrail Railroad; thence North 46 degrees 53 minutes 52 seconds West, 85.79 feet along the said Conrail right of way line; thence North 23 degrees 17 minutes 57 seconds East, 92.79 feet; thence North 11 degrees 54 minutes 21 seconds East, 300.37 feet; thence North 07 degrees 17 minutes 44 seconds East, 139.05 feet to the South line of the North 266 feet of the said Lot 1; thence South 88 degrees 26 minutes 00 seconds East, 95.00 feet along the South line of the North 266 feet of the said Lot 1 to the Point of Beginning, situated in the City of LeRoy, McLean County, Illinois, with bearings being given for descriptive purposes only.

The easement granted herein shall be for the limited purposes of constructing, reconstructing, replacing, maintaining, deepening, and keeping in repair an open ditch, drain, surface drain, waterway or drainage swale, and for constructing, maintaining, deepening and keeping in repair one or more subsurface sewer lines and any other public utility line across and under the previously described permanent right-of-way. The subject premises shall not be available for public use as a travelway, roadway, or other means of ingress or egress to any other property, but shall be used for the purposes of constructing, re-constructing, replacing, maintaining, deepening, and keeping in repair, an open ditch, drain, surface drain, waterway or drainage swale, and further, for constructing, maintaining, deepening and keeping in repair one or more subsurface sewer lines and other utility lines across and under the premises previously described herein. The City of LeRoy , its agents, employees and assignees, shall have the right from time to time to enter and depart over and upon the above-described premises to effect the purposes of the easement herein granted.

EXHIBIT B

In consideration of the conveyance by GRANTOR, CITY agrees as follows:

1. Upon completion of any construction, reconstruction, maintenance, repair, or deepening of the surface drainage way, open ditch, drain, waterway or drainage swale or any underground utility line (including sewer line), as provided previously herein, CITY shall restore the premises previously described herein to that condition as such premises existed prior to the aforesaid construction, reconstruction, maintenance, repair or deepening of the surface drainage way, open ditch, drain, waterway or drainage swale or underground utility line, as nearly as may be reasonably possible, in keeping with good engineering practices, accepted soil erosion control practices, and in keeping with good farming and agricultural practices.

2. From time to time, should CITY make further improvements in said surface drainage way, drainage ditch, drain, waterway, drainage swale, or subsurface sewer lines, or install one or more subsurface sewer lines, CITY shall restore the premises described above to the condition as the same existed prior to said construction as nearly as may reasonably be possible, in keeping with good engineering and soil conservation practices, accepted soil erosion control practices, and in keeping with good farming and agricultural practices.

3. GRANTOR shall have the right to use the premises located within the easement description for purposes not inconsistent with CITY's full enjoyment of the rights hereby granted, provided that GRANTOR shall not erect or construct any building or other structure, or drill or operate any well, or construct any other obstruction within the easement way.

4. Any and all costs and expenses with regard to the aforesaid easement and use of the same by CITY, including, but not limited to, construction, reconstruction, operation and maintenance, in good repair, of the surface drainage way, open ditch, drain, waterway, drainage swale or underground utility line (including sewer line), shall be the duty and obligation of CITY and CITY shall repair any damage caused by it to GRANTOR's premises, and shall save and hold harmless and indemnify GRANTOR from any and all liability which may be incurred by GRANTOR by reason of the construction, reconstruction, maintenance, in good repair, or operation, of said surface drainage way, open ditch, drain, waterway or surface drainage way, open swale, or subsurface sewer or other utility line, and that may be incurred by GRANTOR by reason of CITY's exercise of its right to enter and depart upon the described easement way as previously set forth herein. Any and all costs in regard to any future improvements or reconstructions in any surface drainage way, open ditch, waterway, drain, drainage swale, or subsurface sewer or other utility line, either existing or to be constructed in the future, including, but not limited to, construction, reconstruction, operation and maintenance of said surface drainage way, open ditch, drain, waterway, drainage swale or subsurface sewer or other utility line, shall be the duty and obligation of CITY.

5. CITY agrees, upon the completion of any construction, reconstruction, or maintenance work conducted by it on or in the easement way to reseed the stand of grass in the easement way, to the extent of any grassy area damaged, and to follow up the reseeding, as may be necessary, to water and fertilize the seed bed in order to re-establish the grassy area in a condition the same as or better than it existed prior to the damage to the grassy area by CITY or its agents, employees, or contractors.

6. The parties hereto agree that CITY, its agents, employees and contractors, from time to time, may place temporary stakes and markers within the easement way in order to facilitate construction, reconstruction, or repair work. Further, GRANTOR shall not place any fencing along the sides, on either end, or within the easement way, without CITY's consent.

7. GRANTOR, GRANTOR's agents, employees, tenants, assigns and successors in interest shall have the right to cross the easement way at any point or place, including making multiple crossings at a number of points or places, for the purpose of reaching the other side of the easement way to the extent GRANTOR, or GRANTOR's assigns or successors in interest, have land adjacent to the easement way on either side of the easement way, for all reasonable purposes that GRANTOR, or GRANTOR's assigns and successors in interest, may have for the use of all said real estate. In crossing the easement way, GRANTOR, and GRANTOR's agents, employees, tenants, assigns and successors in interest, shall take every reasonable precaution to minimize or prevent damaging the way and thus making the easement way less

likely to fulfill the purposes for which the way is granted to CITY, or increasing the burden of CITY to repair and maintain the easement way in good condition. GRANTOR, their agents, employees, tenants, assigns and successors in interest, shall have no liability for damage to the subject premises when such damage may be caused by crossing the easement way with farm equipment or for purposes in connection with the farming operation conducted by GRANTOR or their agents, employees, tenants, assigns, or successors in interest. GRANTOR, their agents, employees, tenants, assigns or successors in interest shall be liable for damage to the surface of the easement way when caused by crossing the area with something other than farm equipment or for purposes other than in connection with the farming operation conducted by GRANTOR, or their agents, employees, tenants, assigns, or successors in interest. GRANTOR, their employees, agents, tenants, assigns or successors in interest, shall not be liable for any damage done to any subsurface improvement or utility line when crossing the easement way described herein with farm equipment or for farming purposes as previously described in this section 7.

8. If CITY, as a result of its construction, reconstruction, repair or operation of the easement way should create a ditch or other area with such fall to the sides of the ditch or swale as to make it reasonably impossible for farm equipment to cross over the ditch, CITY shall construct a crossing or bridge suitable for the passage of farm equipment at a location mutually agreed upon with GRANTOR, and shall construct the bridge or crossing at CITY's expense and in such a way as to permit CITY to still be able to utilize the easement to the fullest extent possible. CITY shall construct and maintain the easement way in such a way that it shall be shaped so as to permit crossing from side to side by farm equipment, weather permitting.

9. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, tenants, personal representatives, and successors in interest, of the parties hereto.

10. The rule of strict construction shall not apply to this grant of easement. This grant shall be given a reasonable construction so that the intention of the parties to confer a usable right in grantee (CITY) is carried out.

11. This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery of this agreement except such representations as are specifically set forth herein, and each party acknowledges that he, she, or it has relied on his, her, or its own judgment in entering into this agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with his, her or its dealings with the other.

12. No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

13. This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Illinois.

14. Should either party, or the respective heirs, executors, administrators, assigns or successors in interest of either party, to this agreement, be required to incur attorney fees, costs, and/or other expenses as a result of the other party's failure to perform any obligation pursuant to the terms of this agreement, then the party so failing to perform shall be liable to the other party for any reasonable attorney fees, costs, and expenses incurred by such other party. Should either party to this agreement, or the respective heirs, executors, administrators, assigns or successors in interest of either party, fail to reimburse the other party for such reasonable attorney fees, costs, and other expenses, as aforesaid, then said amount may be obtained or collected by the party to whom it is due by bringing an action against the other party for such fees, costs and expenses incurred as a result of the first party's failure to perform.

15. It is expressly understood and agreed between the parties to this agreement that in the event a court of competent jurisdiction shall at any time after the date of this agreement hold that a portion of this agreement is invalid, illegal or unenforceable, that the remainder shall not be affected thereby, but shall continue in full force and effect.

16. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

17. Whenever the context of this agreement requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural.

18. This agreement shall be binding upon and inure to the benefit of the respective parties, their respective heirs, executors, administrators, assigns and successors in interest.

19. This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

20. Service of all notices under this agreement shall be sufficient if given personally or mailed via certified mail to the party involved at its respective address as previously set forth in this agreement, or at such other address as such party may provide in writing from time to time in accordance with this section regarding notices. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with first-class postage prepaid.

IN WITNESS WHEREOF, the GRANTOR(s) has/have set his/her/their hand(s) and seal(s) this _____ day of _____, 1996.

Kenneth E. Jensen (SEAL)

Cynthia J. Jensen (SEAL)

CITY OF LEROY, McLean County, Illinois,
an Illinois municipal corporation,

By: _____
Jerry C. Davis, Mayor

ATTEST:
(SEAL)

Sue Marcum, Acting City Clerk of the City
of LeRoy, McLean County, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY that Jerry C. Davis, personally known to me to be the Mayor of the City of LeRoy, and Sue Marcum, personally known to me to be the Acting 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 acting city clerk, they signed and delivered said instrument of writing as mayor and as acting 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 _____, 1996.

_____ My Commission Expires: _____

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY that Kenneth E. Jensen and Cynthia J. Jensen, 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.

Given under my hand and notarial seal, this _____ day of _____, 1996.

_____ My Commission Expires: _____

Notary Public

This instrument prepared by:
Hunt Henderson, Attorney at Law #01186256
112 East Center Street, LeRoy, Illinois 61752
Telph: (309) 962-2791

CERTIFICATE

I, Sue Marcum, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

I further certify that on July 15, 1996, the Corporate Authorities of such municipality passed and approved Ordinance No. 689, entitled:

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE
LOCATED IN THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 22 NORTH,
RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS
which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 689, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on July 15, 1996, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 15th day of July, 1996.

(SEAL)



Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, Sue Marcum, do hereby certify that I am the duly qualified and Acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such Acting 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:

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL ESTATE LOCATED IN THE SOUTH WEST 1/4 OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 15th day of July, 1996, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this 15th day of July, 1996.

x *Sue Marcum*
Acting City Clerk

(SEAL)