

CITY OF LEROY
COUNTY OF MC LEAN
STATE OF ILLINOIS

ORDINANCE NO. 00-06-07-51

AN ORDINANCE APPROVING AN EASEMENT FOR A NUMBER OF YEARS
FOR AN OVERHEAD CONVEYOR BELT STRUCTURE ACROSS WEST CENTER
STREET IN THE CITY OF LEROY, MC LEAN COUNTY, ILLINOIS, AND
AMENDING CHAPTER 32-BUSINESS REGULATIONS, OF THE MUNICIPAL
CODE OF THE CITY OF LEROY, ILLINOIS, 1975 (AS AMENDED),
BY ADDITION OF NEW SECTION 32.08

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY
THIS 19th DAY OF June, 2000

PRESENTED: June 19, 2000
PASSED: June 19, 2000
APPROVED: June 19, 2000
RECORDED: June 19, 2000
PUBLISHED: June 19, 2000

In Pamphlet Form

Voting "Aye" 4

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)


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

Dated: June 19, 2000

ORDINANCE NO. 00-06-07-51

AN ORDINANCE APPROVING AN EASEMENT FOR A NUMBER OF YEARS
FOR AN OVERHEAD CONVEYOR BELT STRUCTURE ACROSS WEST CENTER
STREET IN THE CITY OF LEROY, MC LEAN COUNTY, ILLINOIS, AND
AMENDING CHAPTER 32-BUSINESS REGULATIONS, OF THE MUNICIPAL
CODE OF THE CITY OF LEROY, ILLINOIS, 1975 (AS AMENDED),
BY ADDITION OF NEW SECTION 32.08

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have received a request by Staley Grain, Inc., to permit the construction of an overhead conveyor belt structure to be located across West Center Street between North and South White Street, and North and South Buck Street, in the City of LeRoy, Illinois, to permit the movement of grain from the storage facilities operated by Staley Grain, Inc., on the south side of West Center Street to the grain bins on the north side of West Center Street; and

WHEREAS, the Mayor and City Council of the City of LeRoy have determined that it is in the best interests of the City to permit the construction of the aforesaid conveyor structure with appropriate conditions and restrictions placed on the construction and operation of the same,

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

Section 1. The contract with Staley Grain, Inc., a copy of which, labeled "*Exhibit A*," is attached hereto and incorporated herein by reference, is hereby approved. Further, the City Council of the City of LeRoy hereby finds that proper compensation is provided for under said contract for the use of the space over West Center Street in the City of LeRoy.

Section 2. The Mayor and City Clerk are hereby directed and authorized to sign the original and as many copies as appropriate of that contract as set forth in Exhibit A attached hereto, being certain to obtain one or more fully signed copies for the records of the city. The original, signed contract shall be recorded.

Section 3. Chapter 32 -Business Regulations, of the Municipal Code of the City of LeRoy, Illinois, 1975 (as amended), is hereby amended by addition of new section 32.08, as follows:

[Section 32.08 of Chapter 38 -Business Regulations, of the Municipal Code of the City of LeRoy, Illinois 1975 (as amended), shall be deemed to be, verbatim, Ordinance No. 00-06-07-51, as adopted by the City Council of the City of LeRoy, on June 19, 2000.]

Section 4. All ordinances, or parts thereof, and all resolutions, or parts thereof, in conflict with this ordinance shall be and the same are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect.

Section 5. Any violation or breach of the attached agreement by Staley Grain, Inc., shall be deemed an ordinance violation by the City of LeRoy for which Staley Grain, Inc., or any successor in interest may be prosecuted in court; further, to the extent Staley Grain, Inc., or the City of LeRoy shall violate or breach any provision of the agreement set forth in Exhibit A, attached hereto and incorporated herein by reference, such violation or breach may be pursued as to a civil remedy by either party.

Section 6. Any person or entity violating any provision of this ordinance, including any provision of the agreement attached hereto and incorporated herein by reference, or any rule or regulation adopted or issued in pursuance thereof, shall, upon conviction, be subject to a fine of not less than \$150.00 nor more than \$500.00, and the costs of prosecution.

Section 7. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by _____
Dave McClelland, seconded by Steve Dean, by roll call
vote on the 19th day of June, 2000, as follows:

Aldermen elected 6 Aldermen present 4

VOTING AYE:
Dave McClelland, Ryan Miles, Steve Dean, Mayor Robert Rice
(full names)


VOTING NAY:
None
(full names)

ABSENT:
Dawn Thompson, W. H. Weber, Ron Litherland
(full names)

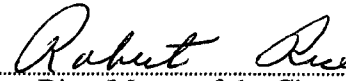
ABSTAIN:
None
(full names)

OTHER:
None
(full names)


and deposited and filed in the office of the City Clerk in said municipality on the 19th day of
June, 2000.

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

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 19th day of June, 2000.

X 
Robert Rice, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)

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

Return to: Hunt Henderson
Attorney at Law
112 East Center Street
LeRoy, Illinois 61752

CONVEYOR AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2000, by and between STALEY GRAIN, INC., a Delaware corporation licensed to do business in the State of Illinois, having its principal business office at 2200 East Eldorado Street, Decatur, Illinois 62525 (hereinafter referred to as "STALEY"), and the City of LeRoy, an Illinois municipal corporation, having its principal business office at 111 East Center Street, LeRoy, Illinois 61752 (hereinafter referred to as "CITY").

Recitals

- A. STALEY owns a grain elevator property located at 400 West Center Street, LeRoy, Illinois, having a legal description as set forth in *Exhibit A*, attached hereto and incorporated herein by reference. STALEY also owns, or has a controlling interest in and a possessory right over a bin site located on the north side of West Center Street, north of the elevator property described in the aforesaid Exhibit A, the legal description for said bin site being set forth in *Exhibit B*, attached hereto and incorporated herein by reference.
- B. STALEY desires to build an overhead conveyor structure to convey grain from the elevator site on the south side of West Center Street, overhead, across West Center Street to the bin site on the north side of West Center Street. Drawings setting forth the proposed approximate location of the conveyor structure and showing a side view with elevations above the street on a second drawing are set forth in *Group Exhibit C*, attached hereto and incorporated herein by reference.
- C. West Center Street, between the aforesaid bin site and grain elevator location, is a public way controlled by CITY. STALEY has represented, and CITY finds the representation to be true, that use of the conveyor structure to transport grain from the elevator site to the bin site will reduce the amount of dust and other particulate emissions that are now emitted by moving the grain by an auger system from the elevator in to trucks, then transporting it by truck across West Center Street to the bin site on the north side of West Center Street, then conveying the grain by augers in to the various bins. Further, STALEY has also represented, and CITY finds the representation to be true, that the noise created by use of the conveyor will, overall, tend to be not greater than, and possibly less than, the noise created by the use of augers and trucks to move the grain from the elevator site to the bin site, across West Center Street.

EXHIBIT A
(to an Ordinance Approving an Easement
for an Overhead Conveyor Structure)

D. STALEY desires to acquire an easement in the air space over, upon and above a certain horizontal plane, as hereinafter described, generally known as "West Center Street" in the City of LeRoy, McLean County, Illinois, and specifically being located between the east right-of-way line of North and South Buck Street, and the west right-of-way line of North and South White Street, being the portion of West Center Street running between Blocks 37 and 43 in Conkling's Addition to the City of LeRoy. During the construction period only, STALEY further desires temporary permission and authority from CITY to use certain portions of the West Center Street right-of-way, as previously described, in order to facilitate the construction of the overhead conveyor structure. It is the intention of CITY to permit the construction of the proposed overhead grain conveyor structure by STALEY, but only to the extent that certain minimum requirements and standards are met in the construction of the overhead grain conveyor structure, and that certain minimum standards are initially met, and continue to be met, in the operation of the grain conveyor structure. STALEY desires to meet those minimum standards in order to be assured of the continuing permission of CITY to allow the grain conveyor structure to remain across West Center Street and to continue to be allowed to operate the same over West Center Street.

Covenants

1. The foregoing Recitals in this Agreement are hereby incorporated in these Covenants by reference, and the parties hereto agree, to the best of the knowledge of each of the signatories to this Agreement, that all said Recitals are true and correct.

2. In consideration of the sum of One Dollar and other good and valuable consideration, in hand paid, CITY hereby grants to STALEY, insofar as it legally may, and without warranty of title, the following:

a. an easement for twenty-five (25) years, and right to construct, reconstruct, use, occupy, repair, maintain, and operate for said number of years, in conformity with *Exhibit D*, attached hereto and incorporated herein by reference, air space upon, and above, a certain horizontal plane not lower than twelve (12) feet above the West Center Street right-of-way surface level, and more particularly described as follows: (overhead structure easement description, as set forth in Exhibit D);

b. permission and authority are further granted for a period of 120 days to STALEY to use CITY's West Center Street right-of-way for and in connection with its work of constructing the aforesaid conveyor structure during the period of said construction only, it being specifically understood and agreed that such use of said property by STALEY shall not interfere with CITY's use thereof, or the public's use thereof, unless said interference shall be conducted at a prearranged time and with prearranged permission by CITY and safety precautions to be taken to reroute traffic, as appropriate, around the portion of West Center Street required to be temporarily closed to facilitate the construction; and it is further understood and agreed that STALEY shall reimburse CITY for any and all costs and expenses incurred by CITY on account of damage to CITY's property resulting from its use by STALEY during the construction period, and, further, STALEY shall hold CITY harmless from any loss, damage, or injury to any persons or property arising out of the use of the aforesaid right-of-way by STALEY during said construction period. The 120 day period shall begin not later than July 1, 2000, and shall end 120 days after the beginning date agreed by the parties, but in no event later than October 28, 2000.

3. Preliminary and final detail plans, field surveys, estimates of costs, specifications, proposal forms, and necessary special provisions for the aforesaid conveyor structure, any substructures, any drainage structures, facilities and other appurtenances, shall be prepared by STALEY at its sole expense. All such plans, estimates of cost, specifications, special provisions, and construction procedures as will affect the operation and use of West Center Street and the right-of-way across which West Center Street is laid, and any other facilities of CITY located in the vicinity of the construction, shall be subject to final approval by appropriate officials of the CITY, including the mayor, city council, city administrator, building code administrator, and street department head.

4. No changes shall be made in any approved plans, specifications, or special provisions by either party to this Agreement without the consent, in writing, of the other party to this Agreement. STALEY shall furnish CITY prints of the plans, specifications, and special provisions as may be required to carry out CITY's approval, and, upon completion of the work, STALEY shall furnish CITY reproduced tracings of such as-built plans, specifications, and special provisions as pertain to the location of the conveyor structure across the West Center Street right-of-way.

5. CITY shall have the right to perform, at CITY's expense, and without any prior notice to STALEY, any work CITY deems to be of an emergency nature and necessary to permit normal traffic flow along West Center Street under the aforesaid conveyor structure at any time after the construction of said structure.

6. STALEY shall assume and bear the cost of all protective measures that CITY may deem necessary to safeguard CITY's street and traffic along West Center Street, which protective measures shall be adopted and agreed upon at one or more conferences between appropriate CITY officials and appropriate officials and other representatives of STALEY and any contractor or subcontractor of STALEY prior to and during construction, as may be appropriate.

7. STALEY agrees to direct its contractor(s) and subcontractor(s), if any, that the safety and continuity of traffic operations on West Center Street for the benefit of the public shall be of importance and shall at all times be protected and safeguarded to the fullest extent possible. The parties hereto acknowledge, one to the other, that during construction there will be certain periods of time during which safety precautions will require the closing of West Center Street for reasonable periods of time in order to facilitate the construction of the aforesaid conveyor structure.

8. STALEY shall require its contractor(s) and any subcontractor(s), upon final completion of the work, to remove from within the limits of the CITY's right-of-way all machinery, equipment, surplus materials, rubbish, or temporary structures, and to leave such right-of-way in a condition satisfactory to CITY, and in no case in any worse condition than before construction began.

9. STALEY, any subsidiary corporation, limited liability company, or other entity, and any assignee or successor in interest to STALEY shall operate the conveyor in such manner as to keep dust and other particulate emissions equal to or less than all applicable emission standards for air pollution and all applicable noise standards for noise pollution, as may be set forth from time to time in the Illinois Administrative Code, in connection with environmental protection, such standards currently being set forth in Title 35, Environmental Protection, of the Illinois Administrative Code. The parties hereto agree that at no time shall the maximum permitted emissions for dust or other particulate matter be greater than the standards set forth in the aforesaid Illinois Administrative Code as the same was last amended, effective August 24, 1992, although any less permissive standard, or more restrictive standard, adopted since that time, or after the execution of this Agreement, shall be binding upon STALEY. Further, in connection with noise created by the conveyor structure and the operation and use of the same, STALEY, any subsidiary corporation, limited liability company, or other entity, and any assignee or successor in interest, shall operate said conveyor at all times in accordance with the noise pollution standards effective under the Illinois Administrative Code, Title 35, as last amended August 24, 1992, although any less permissive or more restrictive standard adopted since that time, or after the execution of this Agreement, shall be binding upon STALEY. Further, to the extent that other standards are adopted by any other agency besides the Illinois Environmental Protection Agency, such as the Department of Agriculture, which standards are applicable to the handling of grain, and require the handling of grain to be conducted in a certain manner to reduce and minimize dust or particulate emissions, and/or noise pollution, such other standards, to the extent they are less permissive or more restrictive than those set forth under the aforesaid Title 35, or any substituted title of the Illinois Administrative Code or any other code enacted under the jurisdiction of the State of Illinois after the date of this Agreement, shall be binding upon STALEY. STALEY, or any successor in interest, shall, further, use oil, or other liquids, as may be appropriate, including sprays and other means of application, to reduce the possibility of dust and other particulate matter emissions, shall construct the conveyor structure in such a way as to create a part of the structure under the conveyor belt

and to the sides and lower than the conveyor belt to catch and trap grain that otherwise may fall on to the street or unpaved portions the West Center Street right-of-way, and shall construct and operate the conveyor assembly in such a manner as to incorporate appropriate technology to reduce the amount of noise that may otherwise be made by the structure and assembly during operation.

10. STALEY agrees to indemnify, save, and hold harmless CITY, its officers, agents, employees, independent contractors, assigns, and successors, from all liability, liens, judgment, cost, damage, and expense of whatsoever kind and nature that may in any way be suffered by CITY or any of its officers, agents, employees, independent contractors, assigns, or successors by reason of, or in consequence of, the operation of the aforesaid conveyor and structure supporting the same or by reason of, or in consequence of, the use of the easement herein granted, by STALEY or for, or on account of, any act or thing done or suffered or omitted to be done, under the grant of easement by CITY to STALEY.

11. No officer or employee of CITY who exercises any function or responsibility in connection with the carrying out of the decision to grant the easement set forth in this Agreement, or the inspection of any structure built in the easement, or the continuing inspection of the structure or the operation of the same, and the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

12. If either party to this Agreement shall default in its performance of any of the covenants of this Agreement, the non-defaulting party may not proceed to enforce this Agreement until it has given the defaulting party written notice of the claim of default. If the party claimed to be in default has not cured the default within twenty (20) days after delivery of the notice to it, or if the default is of such nature that it cannot be completely cured within such period, and the defaulting party does not commence such curing within the aforesaid twenty (20) days, and thereafter proceed with reasonable diligence and in good faith to cure such default, then the non-defaulting party may terminate this Agreement after not less than twenty (20) days' written notice to the party in default.

13. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto, by any appropriate action at law or in equity to secure the performance of the Covenants herein set forth. Upon a breach of this Agreement, either of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may be awarded damages for failure of performance, may obtain rescission and damages for repudiation or material failure of performance, or may exercise any other remedy available at law or in equity.

14. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

15. This Agreement shall be construed, governed and administered in accordance with the laws of the State of Illinois without regard to the principals of conflicts of law.

16. Each party agrees to cooperate with the other in carrying out the provisions of this Agreement and shall execute and deliver, or cause to be executed and delivered, such additional documents and instruments, and to do, or cause to be done, all further and additional things necessary, proper or advisable under applicable law to consummate and make effective the matters contemplated by this Agreement.

17. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof, and constitutes a full integration of the understandings and agreements between the parties to this Agreement.

18. Section or paragraph headings, or lack thereof, that may be used at various places throughout this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Agreement, the text shall control.

19. Should either party to this Agreement incur fees, costs, or other expenses, including, but not limited to, reasonable attorneys' fees, as a result of the other party's breach of any provision of this Agreement, or failure to perform any obligation under the terms of this Agreement, then the party breaching or so failing to perform shall be liable to the other party for such reasonable attorneys' fees, costs and expenses incurred by such other party in enforcing its remedies or the provisions of this Agreement.

20. Except as otherwise provided in this Agreement, any failure of either of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by written instrument signed by the party granting such waiver, but such waiver or failure to insist on strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

21. All notices, consents, waivers, or other communications required or permitted hereunder shall be sufficient if given in writing and delivered personally, or by telephone facsimile followed by mail, or by express mail, or certified or registered mail, as follows (or to such other addressee or addresses as shall be set forth in a notice given in the same manner):

If to STALEY:

Manager, Staley Grain, Inc.
P.O. Box 148
LeRoy, Illinois 61752

and to: Commodities
Tate and Lyle / Staley
2200 East Eldorado
Decatur, Illinois 62525

If to LEROY:

Clerk, City of LeRoy
111 East Center Street, Box 51
LeRoy, IL 61752

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

22. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, together, shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement, or any counterpart hereof, to produce or account for any other counterpart.

23. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement as well as their respective representatives, executors, administrators, assigns, or successors in interest.

24. Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter (and vice versa), and a singular number includes the plural (and vice versa).

25. The exhibits, annexes, and schedules (if any of the foregoing are mentioned in this Agreement) identified in this Agreement are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, STALEY and CITY have executed this Agreement as of the date first above written:

STALEY GRAIN, INC.

BY _____
_____, its _____

ATTEST: _____ (SEAL)
_____, its Secretary

CITY OF LEROY, an Illinois
municipal corporation,

BY _____
Robert Rice, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: _____ (SEAL)
Sue Marcum, City Clerk of the City of LeRoy,
McLean County, Illinois

TRACT I

Lots 3, 4, 5 and 6, and all that part of Lots 7, 8, 9 and 10 lying North of the Right of way of the Penn Central Railroad, all in Block 37 in Conkling's Addition to the City of LeRoy, in McLean County, Illinois;

TRACT II

Lots 1, 2, 3 and 4 in Block 38 in Conkling's Addition to the City of LeRoy, lying North of the right of way of the Penn Central Railroad, in McLean County, Illinois;

TRACT III

That part of vacated White Street between Blocks 37 and 38 in Conkling's Addition to the City of LeRoy, lying North of the right of way of the Penn Central Railroad, as vacated by Ordinance No. 137 dated March 16, 1981 and recorded March 20, 1981 as Document No. 81-2526; and that part of the vacated east-west alley in Block 37 in Conkling's Addition to the City of LeRoy lying North of the railroad right of way and North of Lots 7, 8, 9 and 10, in said block and South of Lots 3, 4, 5 and 6 in said block, as vacated by the aforescribed Ordinance No. 137, all said portions of the aforescribed vacated street and vacated alley being subject to easements for public and quasi-public utilities as reserved by the City of LeRoy in the aforesaid Ordinance No. 137, all in McLean County, Illinois; and

TRACT IV

All that part of Lots 2, 3, 4, 5 and 6 located South of the right of way of the C.C.C. and St. L. Railway in Block 38 in Conkling's Addition to the City of LeRoy, in McLean County, Illinois.

Parcel Identification Numbers: [Bk. 15] 30-20-437-005; 30-20-442-002; 30-20-442-001; and
30-20-438-001.

Legal:

All of Lots 7, 8, 9, 10, 11 and 12 in Block 43 in Conkling's Addition to the City of LeRoy, in McLean County, Illinois.

PIN: [Bk. 15] 30-20-437-005

Return to: Hunt Henderson
Attorney at Law
112 East Center Street
LeRoy, Illinois 61752

CONVEYOR AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2000, by and between STALEY GRAIN, INC., a Delaware corporation licensed to do business in the State of Illinois, having its principal business office at 2200 East Eldorado Street, Decatur, Illinois 62525 (hereinafter referred to as "STALEY"), and the City of LeRoy, an Illinois municipal corporation, having its principal business office at 111 East Center Street, LeRoy, Illinois 61752 (hereinafter referred to as "CITY").

Recitals

- A. STALEY owns a grain elevator property located at 400 West Center Street, LeRoy, Illinois, having a legal description as set forth in *Exhibit A*, attached hereto and incorporated herein by reference. STALEY also owns, or has a controlling interest in and a possessory right over a bin site located on the north side of West Center Street, north of the elevator property described in the aforesaid Exhibit A, the legal description for said bin site being set forth in *Exhibit B*, attached hereto and incorporated herein by reference.
- B. STALEY desires to build an overhead conveyor structure to convey grain from the elevator site on the south side of West Center Street, overhead, across West Center Street to the bin site on the north side of West Center Street. Drawings setting forth the proposed approximate location of the conveyor structure and showing a side view with elevations above the street on a second drawing are set forth in *Group Exhibit C*, attached hereto and incorporated herein by reference.
- C. West Center Street, between the aforesaid bin site and grain elevator location, is a public way controlled by CITY. STALEY has represented, and CITY finds the representation to be true, that use of the conveyor structure to transport grain from the elevator site to the bin site will reduce the amount of dust and other particulate emissions that are now emitted by moving the grain by an auger system from the elevator in to trucks, then transporting it by truck across West Center Street to the bin site on the north side of West Center Street, then conveying the grain by augers in to the various bins. Further, STALEY has also represented, and CITY finds the representation to be true, that the noise created by use of the conveyor will, overall, tend to be not greater than, and possibly less than, the noise created by the use of augers and trucks to move the grain from the elevator site to the bin site, across West Center Street.

EXHIBIT A
(to an Ordinance Approving an Easement
for an Overhead Conveyor Structure)

D. STALEY desires to acquire an easement in the air space over, upon and above a certain horizontal plane, as hereinafter described, generally known as "West Center Street" in the City of LeRoy, McLean County, Illinois, and specifically being located between the east right-of-way line of North and South Buck Street, and the west right-of-way line of North and South White Street, being the portion of West Center Street running between Blocks 37 and 43 in Conkling's Addition to the City of LeRoy. During the construction period only, STALEY further desires temporary permission and authority from CITY to use certain portions of the West Center Street right-of-way, as previously described, in order to facilitate the construction of the overhead conveyor structure. It is the intention of CITY to permit the construction of the proposed overhead grain conveyor structure by STALEY, but only to the extent that certain minimum requirements and standards are met in the construction of the overhead grain conveyor structure, and that certain minimum standards are initially met, and continue to be met, in the operation of the grain conveyor structure. STALEY desires to meet those minimum standards in order to be assured of the continuing permission of CITY to allow the grain conveyor structure to remain across West Center Street and to continue to be allowed to operate the same over West Center Street.

Covenants

1. The foregoing Recitals in this Agreement are hereby incorporated in these Covenants by reference, and the parties hereto agree, to the best of the knowledge of each of the signatories to this Agreement, that all said Recitals are true and correct.

2. In consideration of the sum of One Dollar and other good and valuable consideration, in hand paid, CITY hereby grants to STALEY, insofar as it legally may, and without warranty of title, the following:

a. an easement for twenty-five (25) years, and right to construct, reconstruct, use, occupy, repair, maintain, and operate for said number of years, in conformity with *Exhibit D*, attached hereto and incorporated herein by reference, air space upon, and above, a certain horizontal plane not lower than twelve (12) feet above the West Center Street right-of-way surface level, and more particularly described as follows: (overhead structure easement description, as set forth in Exhibit D);

b. permission and authority are further granted for a period of 120 days to STALEY to use CITY's West Center Street right-of-way for and in connection with its work of constructing the aforesaid conveyor structure during the period of said construction only, it being specifically understood and agreed that such use of said property by STALEY shall not interfere with CITY's use thereof, or the public's use thereof, unless said interference shall be conducted at a prearranged time and with prearranged permission by CITY and safety precautions to be taken to reroute traffic, as appropriate, around the portion of West Center Street required to be temporarily closed to facilitate the construction; and it is further understood and agreed that STALEY shall reimburse CITY for any and all costs and expenses incurred by CITY on account of damage to CITY's property resulting from its use by STALEY during the construction period, and, further, STALEY shall hold CITY harmless from any loss, damage, or injury to any persons or property arising out of the use of the aforesaid right-of-way by STALEY during said construction period. The 120 day period shall begin not later than July 1, 2000, and shall end 120 days after the beginning date agreed by the parties, but in no event later than October 28, 2000.

3. Preliminary and final detail plans, field surveys, estimates of costs, specifications, proposal forms, and necessary special provisions for the aforesaid conveyor structure, any substructures, any drainage structures, facilities and other appurtenances, shall be prepared by STALEY at its sole expense. All such plans, estimates of cost, specifications, special provisions, and construction procedures as will affect the operation and use of West Center Street and the right-of-way across which West Center Street is laid, and any other facilities of CITY located in the vicinity of the construction, shall be subject to final approval by appropriate officials of the CITY, including the mayor, city council, city administrator, building code administrator, and street department head.

4. No changes shall be made in any approved plans, specifications, or special provisions by either party to this Agreement without the consent, in writing, of the other party to this Agreement. STALEY shall furnish CITY prints of the plans, specifications, and special provisions as may be required to carry out CITY's approval, and, upon completion of the work, STALEY shall furnish CITY reproduced tracings of such as-built plans, specifications, and special provisions as pertain to the location of the conveyor structure across the West Center Street right-of-way.

5. CITY shall have the right to perform, at CITY's expense, and without any prior notice to STALEY, any work CITY deems to be of an emergency nature and necessary to permit normal traffic flow along West Center Street under the aforesaid conveyor structure at any time after the construction of said structure.

6. STALEY shall assume and bear the cost of all protective measures that CITY may deem necessary to safeguard CITY's street and traffic along West Center Street, which protective measures shall be adopted and agreed upon at one or more conferences between appropriate CITY officials and appropriate officials and other representatives of STALEY and any contractor or subcontractor of STALEY prior to and during construction, as may be appropriate.

7. STALEY agrees to direct its contractor(s) and subcontractor(s), if any, that the safety and continuity of traffic operations on West Center Street for the benefit of the public shall be of importance and shall at all times be protected and safeguarded to the fullest extent possible. The parties hereto acknowledge, one to the other, that during construction there will be certain periods of time during which safety precautions will require the closing of West Center Street for reasonable periods of time in order to facilitate the construction of the aforesaid conveyor structure.

8. STALEY shall require its contractor(s) and any subcontractor(s), upon final completion of the work, to remove from within the limits of the CITY's right-of-way all machinery, equipment, surplus materials, rubbish, or temporary structures, and to leave such right-of-way in a condition satisfactory to CITY, and in no case in any worse condition than before construction began.

9. STALEY, any subsidiary corporation, limited liability company, or other entity, and any assignee or successor in interest to STALEY shall operate the conveyor in such manner as to keep dust and other particulate emissions equal to or less than all applicable emission standards for air pollution and all applicable noise standards for noise pollution, as may be set forth from time to time in the Illinois Administrative Code, in connection with environmental protection, such standards currently being set forth in Title 35, Environmental Protection, of the Illinois Administrative Code. The parties hereto agree that at no time shall the maximum permitted emissions for dust or other particulate matter be greater than the standards set forth in the aforesaid Illinois Administrative Code as the same was last amended, effective August 24, 1992, although any less permissive standard, or more restrictive standard, adopted since that time, or after the execution of this Agreement, shall be binding upon STALEY. Further, in connection with noise created by the conveyor structure and the operation and use of the same, STALEY, any subsidiary corporation, limited liability company, or other entity, and any assignee or successor in interest, shall operate said conveyor at all times in accordance with the noise pollution standards effective under the Illinois Administrative Code, Title 35, as last amended August 24, 1992, although any less permissive or more restrictive standard adopted since that time, or after the execution of this Agreement, shall be binding upon STALEY. Further, to the extent that other standards are adopted by any other agency besides the Illinois Environmental Protection Agency, such as the Department of Agriculture, which standards are applicable to the handling of grain, and require the handling of grain to be conducted in a certain manner to reduce and minimize dust or particulate emissions, and/or noise pollution, such other standards, to the extent they are less permissive or more restrictive than those set forth under the aforesaid Title 35, or any substituted title of the Illinois Administrative Code or any other code enacted under the jurisdiction of the State of Illinois after the date of this Agreement, shall be binding upon STALEY. STALEY, or any successor in interest, shall, further, use oil, or other liquids, as may be appropriate, including sprays and other means of application, to reduce the possibility of dust and other particulate matter emissions, shall construct the conveyor structure in such a way as to create a part of the structure under the conveyor belt

and to the sides and lower than the conveyor belt to catch and trap grain that otherwise may fall on to the street or unpaved portions the West Center Street right-of-way, and shall construct and operate the conveyor assembly in such a manner as to incorporate appropriate technology to reduce the amount of noise that may otherwise be made by the structure and assembly during operation.

10. STALEY agrees to indemnify, save, and hold harmless CITY, its officers, agents, employees, independent contractors, assigns, and successors, from all liability, liens, judgment, cost, damage, and expense of whatsoever kind and nature that may in any way be suffered by CITY or any of its officers, agents, employees, independent contractors, assigns, or successors by reason of, or in consequence of, the operation of the aforesaid conveyor and structure supporting the same or by reason of, or in consequence of, the use of the easement herein granted, by STALEY or for, or on account of, any act or thing done or suffered or omitted to be done, under the grant of easement by CITY to STALEY.

11. No officer or employee of CITY who exercises any function or responsibility in connection with the carrying out of the decision to grant the easement set forth in this Agreement, or the inspection of any structure built in the easement, or the continuing inspection of the structure or the operation of the same, and the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

12. If either party to this Agreement shall default in its performance of any of the covenants of this Agreement, the non-defaulting party may not proceed to enforce this Agreement until it has given the defaulting party written notice of the claim of default. If the party claimed to be in default has not cured the default within twenty (20) days after delivery of the notice to it, or if the default is of such nature that it cannot be completely cured within such period, and the defaulting party does not commence such curing within the aforesaid twenty (20) days, and thereafter proceed with reasonable diligence and in good faith to cure such default, then the non-defaulting party may terminate this Agreement after not less than twenty (20) days' written notice to the party in default.

13. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto, by any appropriate action at law or in equity to secure the performance of the Covenants herein set forth. Upon a breach of this Agreement, either of the parties in any court of competent jurisdiction, by any action or proceeding at law or in equity, may be awarded damages for failure of performance, may obtain rescission and damages for repudiation or material failure of performance, or may exercise any other remedy available at law or in equity.

14. If any provision of this Agreement is held invalid, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

15. This Agreement shall be construed, governed and administered in accordance with the laws of the State of Illinois without regard to the principals of conflicts of law.

16. Each party agrees to cooperate with the other in carrying out the provisions of this Agreement and shall execute and deliver, or cause to be executed and delivered, such additional documents and instruments, and to do, or cause to be done, all further and additional things necessary, proper or advisable under applicable law to consummate and make effective the matters contemplated by this Agreement.

17. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof, and constitutes a full integration of the understandings and agreements between the parties to this Agreement.

18. Section or paragraph headings, or lack thereof, that may be used at various places throughout this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Agreement, the text shall control.

19. Should either party to this Agreement incur fees, costs, or other expenses, including, but not limited to, reasonable attorneys' fees, as a result of the other party's breach of any provision of this Agreement, or failure to perform any obligation under the terms of this Agreement, then the party breaching or so failing to perform shall be liable to the other party for such reasonable attorneys' fees, costs and expenses incurred by such other party in enforcing its remedies or the provisions of this Agreement.

20. Except as otherwise provided in this Agreement, any failure of either of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by written instrument signed by the party granting such waiver, but such waiver or failure to insist on strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

21. All notices, consents, waivers, or other communications required or permitted hereunder shall be sufficient if given in writing and delivered personally, or by telephone facsimile followed by mail, or by express mail, or certified or registered mail, as follows (or to such other addressee or addresses as shall be set forth in a notice given in the same manner):

If to STALEY:

Manager, Staley Grain, Inc.
P.O. Box 148
LeRoy, Illinois 61752

and to: Commodities
Tate and Lyle / Staley
2200 East Eldorado
Decatur, Illinois 62525

If to LEROY:

Clerk, City of LeRoy
111 East Center Street, Box 51
LeRoy, IL 61752

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

22. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, together, shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement, or any counterpart hereof, to produce or account for any other counterpart.

23. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement as well as their respective representatives, executors, administrators, assigns, or successors in interest.

24. Whenever the context of this Agreement requires, the masculine gender includes the feminine or neuter (and vice versa), and a singular number includes the plural (and vice versa).

25. The exhibits, annexes, and schedules (if any of the foregoing are mentioned in this Agreement) identified in this Agreement are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, STALEY and CITY have executed this Agreement as of the date first above written:

STALEY GRAIN, INC.

BY _____, its _____

ATTEST: _____ (SEAL)
_____, its Secretary

CITY OF LEROY, an Illinois
municipal corporation,

BY _____
Robert Rice, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: _____ (SEAL)
Sue Marcum, City Clerk of the City of LeRoy,
McLean County, Illinois

TRACT I

Lots 3, 4, 5 and 6, and all that part of Lots 7, 8, 9 and 10 lying North of the Right of way of the Penn Central Railroad, all in Block 37 in Conkling's Addition to the City of LeRoy, in McLean County, Illinois;

TRACT II

Lots 1, 2, 3 and 4 in Block 38 in Conkling's Addition to the City of LeRoy, lying North of the right of way of the Penn Central Railroad, in McLean County, Illinois;

TRACT III

That part of vacated White Street between Blocks 37 and 38 in Conkling's Addition to the City of LeRoy, lying North of the right of way of the Penn Central Railroad, as vacated by Ordinance No. 137 dated March 16, 1981 and recorded March 20, 1981 as Document No. 81-2526; and that part of the vacated east-west alley in Block 37 in Conkling's Addition to the City of LeRoy lying North of the railroad right of way and North of Lots 7, 8, 9 and 10, in said block and South of Lots 3, 4, 5 and 6 in said block, as vacated by the aforescribed Ordinance No. 137, all said portions of the aforescribed vacated street and vacated alley being subject to easements for public and quasi-public utilities as reserved by the City of LeRoy in the aforesaid Ordinance No. 137, all in McLean County, Illinois; and

TRACT IV

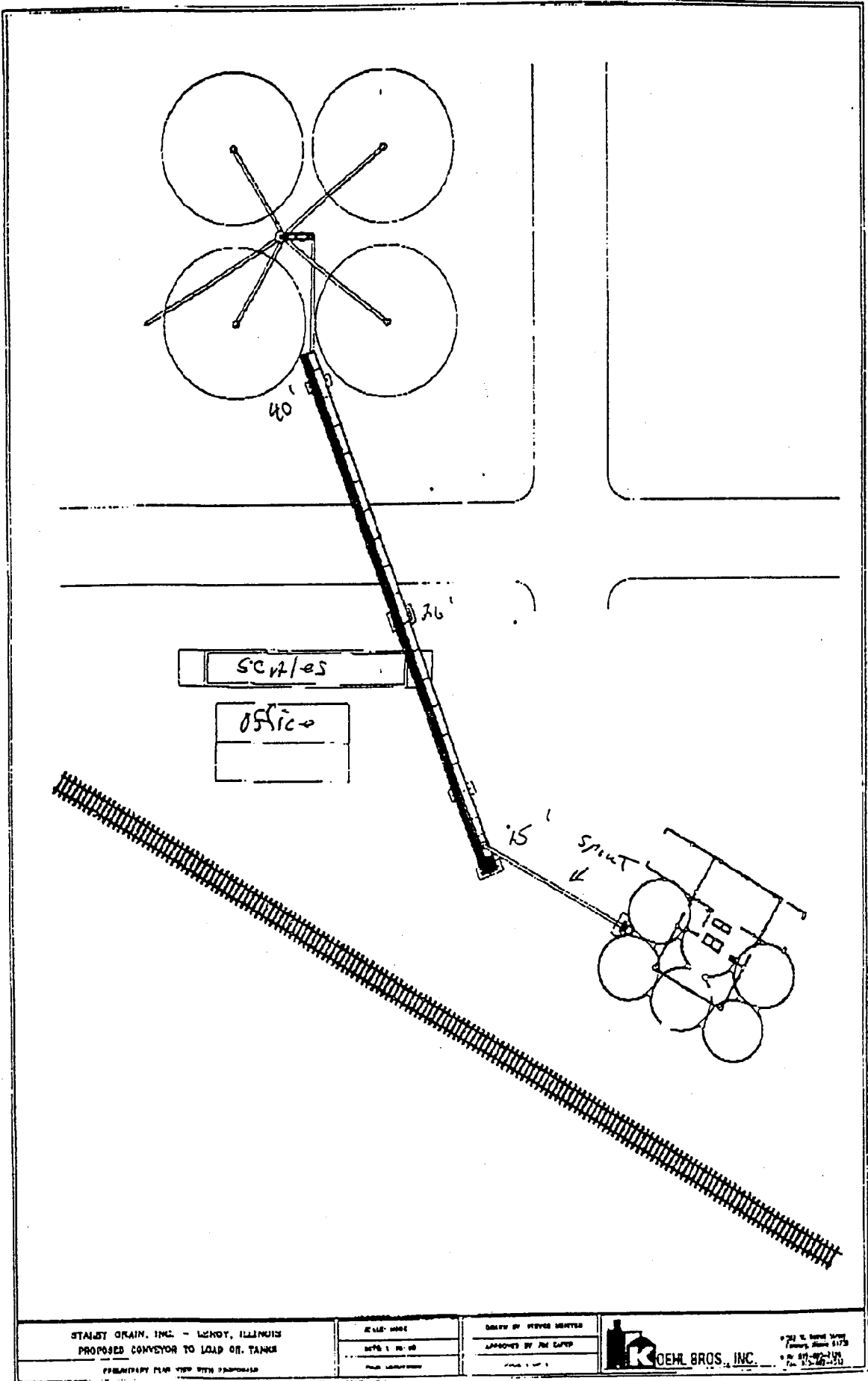
All that part of Lots 2, 3, 4, 5 and 6 located South of the right of way of the C.C.C. and St. L. Railway in Block 38 in Conkling's Addition to the City of LeRoy, in McLean County, Illinois.

Parcel Identification Numbers: [Bk. 15] 30-20-437-005; 30-20-442-002; 30-20-442-001; and
30-20-438-001.

Legal:

All of Lots 7, 8, 9, 10, 11 and 12 in Block 43 in Conkling's Addition to the City of LeRoy, in McLean County, Illinois.

PIN: [Bk. 15] 30-20-437-005



STANLEY GRAIN, INC. - LENOIR, ILLINOIS
 PROPOSED CONVEYOR TO LOAD ON TANKS

SCALE HERE

SCALE 1" = 40'

DATE 1-15-48

DESIGN BY WYVOS SERVICE

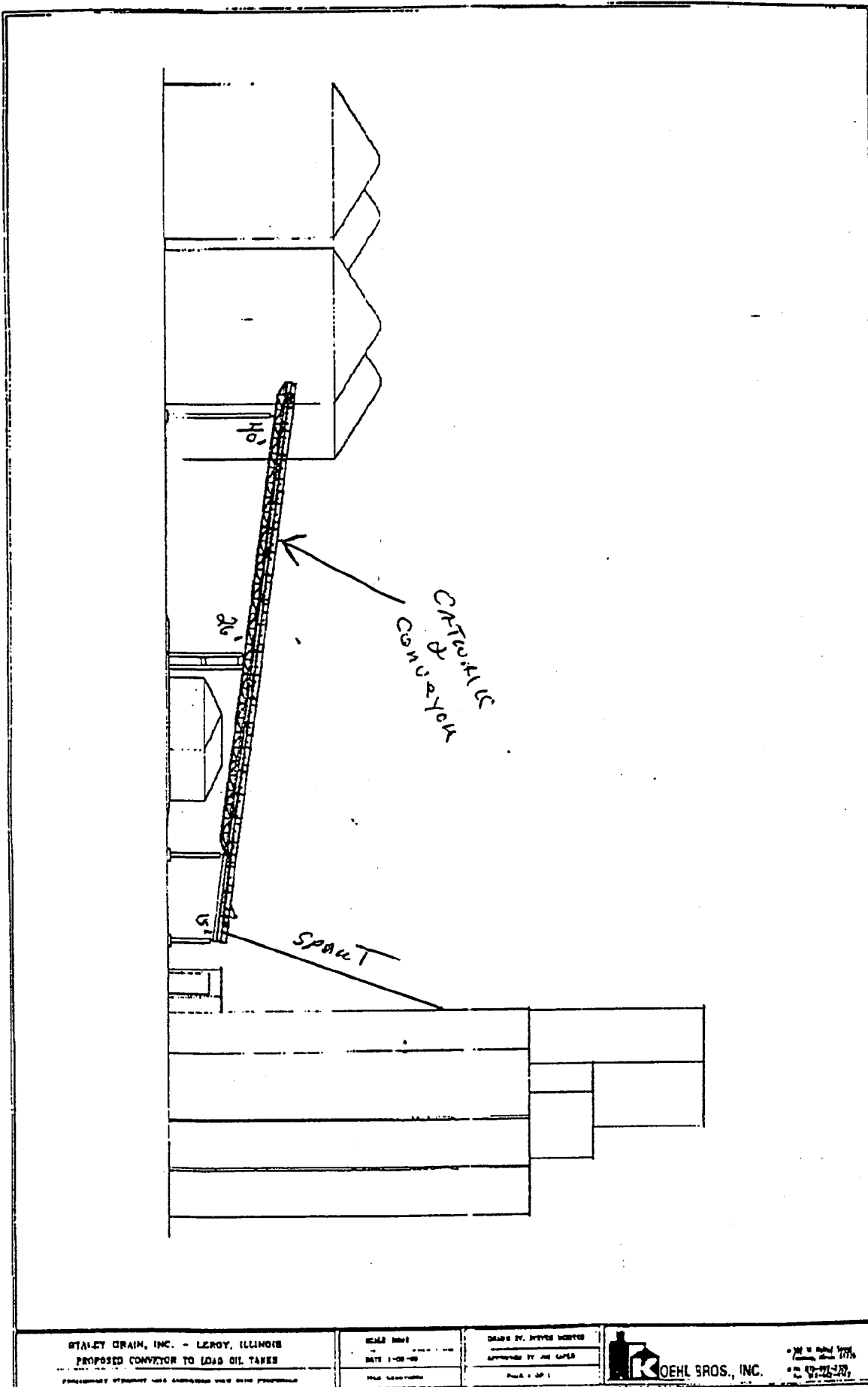
APPROVED BY JIM CAPP

PAGE 1 OF 1



KOEHL BROS., INC.

211 N. State Street
 Lenoir, Illinois 61758
 Tel. 515-426-1111
 Fax 515-426-1111



STALEY GRAIN, INC. - LEROY, ILLINOIS
 PROPOSED CONVEYOR TO LOAD OIL TANKS

SCALE 1/8" = 1'-0"
 DATE 1-22-59

DESIGN BY: RAYMOND W. KOEHL
 APPROVED BY: JIM WATSON



• 200 W. 1st St., LEROY, ILL. 62450
 • TEL. 43-711-2277
 • FAX 43-711-2277

Description of the Easement in Air Space over West Center Street
Right-of-Way.

EXHIBIT D
(to CITY/STALEY Conveyor Agreement)

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 June 19th, 2000, the Corporate Authorities of such municipality passed and approved Ordinance No. 00-06-07-51, entitled:

AN ORDINANCE APPROVING AN EASEMENT FOR A NUMBER OF YEARS FOR AN OVERHEAD CONVEYOR BELT STRUCTURE ACROSS WEST CENTER STREET IN THE CITY OF LEROY, MC LEAN COUNTY, ILLINOIS, AND AMENDING CHAPTER 32-BUSINESS REGULATIONS, OF THE MUNICIPAL CODE OF THE CITY OF LEROY, ILLINOIS, 1975 (AS AMENDED), BY ADDITION OF NEW SECTION 32.08,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 00-06-07-51, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on June 19, 2000, 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 19th day of June, 2000.

(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 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 APPROVING AN EASEMENT FOR A NUMBER OF YEARS FOR AN OVERHEAD CONVEYOR BELT STRUCTURE ACROSS WEST CENTER STREET IN THE CITY OF LEROY, MC LEAN COUNTY, ILLINOIS, AND AMENDING CHAPTER 32-BUSINESS REGULATIONS, OF THE MUNICIPAL CODE OF THE CITY OF LEROY, ILLINOIS, 1975 (AS AMENDED), BY ADDITION OF NEW SECTION 32.08.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 19th day of Junes, 2000, 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 19th day of Junes, 2000.


.....
City Clerk

(SEAL)