

CITY OF LEROY

ILLINOIS

ORDINANCE NO. ²⁷⁴ 274

RELEASE OF EASEMENTS IN CONSIDERATION OF GRANTING OF NEW
EASEMENTS FOR PORTION OF EXTENSION OF THE SEWER SYSTEM OF
THE CITY OF LE ROY.

ADOPTED BY THE CITY COUNCIL OF THE

CITY OF LEROY, ILLINOIS,

THIS 5th DAY OF May, 19 86.

Published in pamphlet form by
authority of the City Council
of the City of LeRoy, McLean
County, Illinois, this 6th day
of May, 19 86.

ORDINANCE NO. 274

RELEASE OF EASEMENTS IN CONSIDERATION OF GRANTING OF NEW EASEMENTS FOR PORTION OF EXTENSION OF THE SEWER SYSTEM OF THE CITY OF LeROY.

WHEREAS, Glenn Golden and Elba Golden, husband and wife, did, on or about February 18, 1985, grant to the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, certain easements for use by the City in extending a portion of its sewer line system South from the City sewer plant toward, under and past Interstate Route 74, and

WHEREAS, the City of LeRoy has now determined that certain portions of those easements are no longer required, and in fact other areas of land owned by Glenn Golden and Elba Golden, husband and wife, are necessary for sewer easements for the proposed expansion of the City sewer system South to Interstate Route 74, under said route and extending further South and West, and

WHEREAS, Glenn Golden and Elba Golden, as Grantors, and the City of LeRoy, as Grantee, have agreed to the granting of certain new easements in consideration for the release by the City of certain existing sewer line easements as previously stated,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of LeRoy in lawfull meeting assembled:

Section 1. That those easements described in certain documents dated February 18, 1985, recorded February 21, 1985, as Documents No. 85-1882, 85-1883, and 85-1884, all having been recorded in the Office of the Recorder of Deeds of McLean County, Illinois, and describing Easements "D", "E" and "F" respectively, are hereby released and the Mayor and City Clerk of the City of LeRoy, McLean County, Illinois, are hereby directed to execute appropriate Documents of Release of the aforesaid easement ways, such documents being set forth as Exhibits 1, 2, and 3 attached hereto and incorporated herein by reference.

~~Section 2.~~ That such releases of easement ways shall be executed and delivered to Glenn Golden and Elba Golden upon receipt of the necessary signed Grants of Easement Ways from the aforesaid Grantors to the City of LeRoy for easements being described as "G" and "H", as set forth in Exhibits 4 and 5 attached hereto and incorporated herein by reference.

~~Section 3.~~ This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as required by law.

PASSED by the Mayor and City Council of the City of LeRoy, Illinois, on the 5th day of May, 1986.

Aldermen elected 5

Aldermen present 4

AYES David King, Patrick Derby, Gary Bulta, Jerry Davis

NAYS None

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

APPROVED by the Mayor of the City of LeRoy, Illinois, this 5th day
of May, 1986.

Jack W. Moss
Jack W. Moss, Mayor of the City
of LeRoy, Illinois

ATTEST;

(Seal)

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

This Indenture Witnesseth, That the Grantor, The City of LeRoy, Illinois, an Illinois municipal corporation,

municipal corporation organized and existing under and by virtue of the Laws of the State of Illinois a / having its principal office at LeRoy, Illinois, for and in consideration of the sum of One dollar and other good and valuable consideration

in hand paid, Conveys and Quit-Claims to GLENN GOLDEN and ELBA GOLDEN, husband and wife,

of the City of LeRoy, County of McLean, and State of Illinois, the following described Real Estate, to-wit:

All right, title, interest, estate, claim and demand, both at law and in equity of Grantor, of, in, and to the hereinafter described easements and premises, and all other rights, privileges and appurtenances held or owned by or of Grantor in the hereinafter described real estate:

An Easement granted by Grant of Sewer Line Easement to Municipality dated February 18, 1985, recorded February 21, 1985, as Document No. 85-1882, in the Office of the Recorder of Deeds of McLean County, Illinois, and being described as EASEMENT "D": A strip of land 20 feet in width the centerline of which is described as follows: Commencing at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 28, Township 22 North, Range 4 East of the Third Principal Meridian; thence North 0 degrees, 0'-0" West 416.25 feet on the East line of the Southwest Quarter of the said Northwest Quarter to the TRUE POINT OF BEGINNING; thence South 87 degrees, 21'-28" West 1321.15 feet more or less to the West line of the Southwest Quarter of the said Northwest Quarter, in McLean County, Illinois,

AFFIX TRANSFER TAX STAMP OR Exempt under provisions of Paragraph Section 4, Real Estate Transfer Tax Act. Date Buyer, Seller or Representative

situated in the County of McLean in the State of Illinois.

This deed is made, executed and delivered pursuant to authority given by the laws of the State of Illinois to municipal corporations and by an Ordinance adopted May 5, 1986, and being entered in the records of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, as Ordinance NO. IN TESTIMONY WHEREOF, The said City of LeRoy, an Illinois municipal

corporation, hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its Mayor, and attested by its City Clerk, this

ATTEST:

(seal)

day of May A. D. 19 86. CITY OF LE ROY, an Illinois municipal corporation,

By: Jack W. Moss, Mayor

X Juanita Dagley, City Clerk

FEB 21 1985

9⁵⁰

A

GRANT OF
SEWER LINE EASEMENT
TO MUNICIPALITY

GRANTOR (S), GLENN & ELBA GOLDEN, husband and wife,

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

EASEMENT "D"- A strip of land 20 feet in width the centerline of which is described as follows: Commencing at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 28, Township 22 North, Range 4 East of the Third Principal Meridian; thence North 0 degrees, 0'-0" West 416.25 feet on the East line of the Southwest Quarter of the said Northwest Quarter to the TRUE POINT OF BEGINNING; thence South 87 degrees, 21'-28" West 1321.15 feet more or less to the West line of the Southwest Quarter of the said Northwest Quarter, in McLean County, Illinois;

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

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

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

3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

4. Special conditions relating to this Grant of Easement:

- A. All manholes placed in the sewer lines constructed upon the afore-said easements and located within tillable acreage areas will be buried a minimum of 2 feet below the natural ground surface so as not to interfere with the farming operation.
- B. Where practical, all top soil will be separated and placed at the top portion of the backfill of the excavation.
- C. All areas disturbed not within tillable acreages will be reshaped and seeded with Kentucky Blue grass.
- D. All driveways and lanes crossed by the easement premises will be replaced in kind as to portions crossed and restored to their original condition.
- E. All active drainage tiles encountered within the easement premises during the time of construction will be repaired and restored to their normal service capability.
- F. Care will be taken by City, its agents, employees and contractors to preserve as much of the existing shrubbery and as many of the existing trees as possible between Stations 24+00 and 26+00. City will not be responsible for any damage to such trees or shrubbery and shall not be liable or responsible for replacing any of the same.
- G. If the existing sanitary sewer service from the house located west of Station 24+00 is encountered during construction, it will be connected to the new sewer at no charge. If this sanitary sewer service is not encountered the owner may in the future connect to the new sanitary sewer at his own expense and City will not assess a tap on fee for this connection.
- H. City shall reimburse GRANTOR for any damage caused to GRANTOR's crops during construction of the sewer line or for any damages that may be caused at any later time to GRANTOR's crops during any maintenance work or operations carried out by or for said City on said sewer line or any additional sewer line placed in said easement.

5. GRANTOR reserves the right to use the Easement Premises in any manner that will not prevent or interfere with the exercise by MUNICIPALITY of the rights granted hereunder; provided, however that GRANTOR shall not obstruct, or permit to be obstructed, the Easement Premises at any time whatsoever without the express prior written consent of MUNICIPALITY.

6. MUNICIPALITY may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence to MUNICIPALITY and gives adequate assurances to MUNICIPALITY that any work to be performed pursuant to such assignment shall be conducted in a good and workmanlike manner, and that GRANTOR's interest in the Easement Premises shall be protected to the extent as set forth in this instrument.

7. All rights, titles and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties to this instrument, their respective heirs, executors, administrators, legal representatives, assigns and successors in interest.

8. GRANTOR hereby waives any right of homestead with regard to the grant and conveyance herein set forth.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or have caused this instrument to be executed by their proper officers duly authorized to execute the same effective this 18th day of February, 1985.

Glenn Golden (SEAL)
Glenn Golden, GRANTOR

Elba Golden (SEAL)
Elba Golden, GRANTOR

CITY OF LE ROY, McLean County, Illinois,
an Illinois municipal corporation
By J. J. Jankowski, Mayor of the
City of LeRoy


Attest:

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

Exhibit 1

A temporary working easement 10 feet in width adjacent to and along the North and South sides of the previously described Easement D.

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Glenn Golden and Elba Golden, husband and wife, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this 14th 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 14th day of February, 1985.

Ashra Rawson
Notary Public

My commission expires: 12-14-87

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

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

Given under my hand and notarial seal, this _____ day of _____, 1985.

Notary Public

My commission expires: _____

This instrument prepared by:
Hunt Henderson
Attorney at Law
122 N. Chestnut St.
LeRoy, IL 61752
Phone: (309)962-2791

This Indenture Witnesseth, That the Grantor, The City of LeRoy, Illinois, an Illinois municipal corporation,

municipal corporation organized and existing under and by virtue of the Laws of the State of Illinois having its principal office at LeRoy, Illinois, for and in consideration of the sum of One dollar and other good and valuable consideration

in hand paid, Conveys and Quit-Claims to GLENN GOLDEN and ELBA GOLDEN, husband and wife,

of the City of LeRoy, County of McLean, and State of Illinois, the following described Real Estate, to-wit:

All right, title, interest, estate, claim and demand, both at law and in equity of Grantor, of, in, and to the hereinafter described easements and premises, and all other rights, privileges and appurtenances held or owned by or of Grantor in the hereinafter described real estate:

An Easement granted by Grant of Sewer Line Easement to Municipality dated February 18, 1985, recorded February 21, 1985, as Document No. 85-1883, in the Office of the Recorder of Deeds of McLean County, Illinois and being described as EASEMENT "E": A strip of land 55 feet in width off the East side of the Southwest Quarter of the Northwest Quarter of Section 28, Township 22 North, Range 4 East of the Third Principal Meridian extending from the North line of the previously described Easement D to the South line of the previously described Easement C, in McLean County, Illinois,

AFFIX TRANSFER TAX STAMP OR Exempt under provisions of Paragraph Section 4, Real Estate Transfer Tax Act. Buyer, Seller or Representative Date

situated in the County of McLean in the State of Illinois.

This deed is made, executed and delivered pursuant to authority given by the laws of the State of Illinois to municipal corporations and by an Ordinance adopted May 5, 1986, and being entered in the records of the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as Ordinance NO. IN TESTIMONY WHEREOF, The said City of LeRoy, an Illinois municipal corporation,

hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its Mayor, and attested by its City Clerk, this

ATTEST:

(seal)

day of May A. D. 19 86. CITY OF LEROY, an Illinois municipal corporation,

By: Jack W. Moss, Mayor

Juanita Dagley, City Clerk

STATE OF ILLINOIS)
) ss,
COUNTY OF MC LEAN)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that JACK W. MOSS, personally known to me to be the Mayor of the City of LeRoy, McLean County, Illinois, and JUANITA DAGLEY, personally known to me to be the City Clerk of the City of LeRoy, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument of writing as Mayor and as City Clerk of said municipal corporation, and caused the seal of said municipal corporation to be affixed thereto, pursuant to authority given by the corporate authorities of said municipal corporation as their free and voluntary act and as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of May, 1986.

Notary Public

SEND SUBSEQUENT TAX BILLS TO: Glen Golden,
(NAME)
111 W. Washington St., LeRoy, IL 61752
(ADDRESS)

This instrument was prepared by
(Name) Hunt, Henderson (Address) 122 N. Chestnut St.,
LeRoy, IL 61752

No.
QUIT - CLAIM DEED
BY CORPORATION

To

STATE OF ILLINOIS, } ss.
County of McLean, }
Recorder's Office
I, MAE DEANE
Recorder of Deeds

within and for the County and State aforesaid,
do hereby certify that the within and foregoing
instrument of writing was filed for record on the
..... day of

....., A. D. 19.....
at o'clock M., and duly re-

corded as Document No.
In Testimony Whereof, I hereunto set my
hand the day and date aforesaid.

Recorder of Deeds.
Fee

Mail to
Hunt Henderson
122 N. Chestnut St.
LeRoy, IL 61752

FEB 21 1985 951

GRANT OF
SEWER LINE EASEMENT
TO MUNICIPALITY

GRANTOR (S), GLENN & ELBA GOLDEN, husband and wife,

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

EASEMENT "E"- A strip of land 55 feet in width off the East side of the Southwest Quarter of the Northwest Quarter of Section 28, Township 22 North, Range 4 East of the Third Principal Meridian extending from the North line of the previously described Easement D to the South line of the previously described Easement C $\frac{1}{2}$ in McLean County, Illinois;

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

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

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

3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

4. Special conditions relating to this Grant of Easement:

- A. All manholes placed in the sewer lines constructed upon the afore-said easements and located within tillable acreage areas will be buried a minimum of 2 feet below the natural ground surface so as not to interfere with the farming operation.
- B. Where practical, all top soil will be separated and placed at the top portion of the backfill of the excavation.
- C. All areas disturbed not within tillable acreages will be reshaped and seeded with Kentucky Blue grass.
- D. All driveways and lanes crossed by the easement premises will be replaced in kind as to portions crossed and restored to their original condition.
- E. All active drainage tiles encountered within the easement premises during the time of construction will be repaired and restored to their normal service capability.
- F. Care will be taken by City, its agents, employees and contractors to preserve as much of the existing shrubbery and as many of the existing trees as possible between Stations 24+00 and 26+00. City will not be responsible for any damage to such trees or shrubbery and shall not be liable or responsible for replacing any of the same.
- G. If the existing sanitary sewer service from the house located west of Station 24+00 is encountered during construction, it will be connected to the new sewer at no charge. If this sanitary sewer service is not encountered the owner may in the future connect to the new sanitary sewer at his own expense and City will not assess a tap on fee for this connection.
- H. City shall reimburse GRANTOR for any damage caused to GRANTOR's crops during construction of the sewer line or for any damages that may be caused at any later time to GRANTOR's crops during any maintenance work or operations carried out by or for said City on said sewer line or any additional sewer line placed in said easement.

5. GRANTOR reserves the right to use the Easement Premises in any manner that will not prevent or interfere with the exercise by MUNICIPALITY of the rights granted hereunder; provided, however that GRANTOR shall not obstruct, or permit to be obstructed, the Easement Premises at any time whatsoever without the express prior written consent of MUNICIPALITY.

6. MUNICIPALITY may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence to MUNICIPALITY and gives adequate assurances to MUNICIPALITY that any work to be performed pursuant to such assignment shall be conducted in a good and workmanlike manner, and that GRANTOR's interest in the Easement Premises shall be protected to the extent as set forth in this instrument.

7. All rights, titles and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties to this instrument, their respective heirs, executors, administrators, legal representatives, assigns and successors in interest.

8. GRANTOR hereby waives any right of homestead with regard to the grant and conveyance herein set forth.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or have caused this instrument to be executed by their proper officers duly authorized to execute the same effective this 18th day of February, 1985.

Glenn Golden (SEAL)
Glenn Golden, GRANTOR

Elba Golden (SEAL)
Elba Golden, GRANTOR

CITY OF LE ROY, McLean County, Illinois,
an Illinois municipal corporation
By Jack Adams, Mayor of the
City of LeRoy

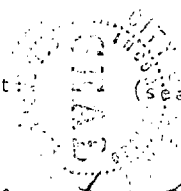
Attest:  (Seal)
Jeanette Bagley
City Clerk of
the City of LeRoy, Illinois

Exhibit 1

A temporary working Easement 10 feet in width adjacent to and West of the previously described Easement E.

Exhibit 2EASEMENT C

A strip of land 30 feet in width adjacent to and immediately South of the South right of way line of U.A.L. Route 74 described as follows: Beginning at the intersection of the said right of way line and the East line of the Southwest Quarter of the Northwest Quarter of Section 28, Township 22 North, Range 4 East of the Third Principal Meridian; thence Northwesterly 560 feet on the said right of way line; thence Southerly 30 feet at right angles to the said right of way line; thence Southeasterly parallel to and 30 feet from the said right of way line to a point on the East line of the Southwest Quarter of the said Northwest Quarter; thence North on the said East line to the Point of Beginning.

Also a temporary working easement 10 feet in width adjacent to and immediately South of the previously described Easement C.

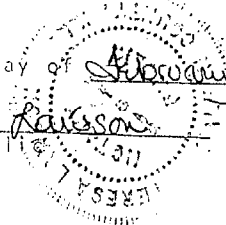
85 1883

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Glenn Golden and Elba Golden, husband and wife, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 14th day of February, 1985.

Sharon Ravison
Notary Public



My commission expires: 12-14-87

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

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

Given under my hand and notarial seal, this _____ day of _____, 1985.

Notary Public

My commission expires: _____

This instrument prepared by:
Hunt Henderson
Attorney at Law
122 N. Chestnut St.
LeRoy, IL 61752
Phone: (309) 962-2791

This Indenture Witnesseth, That the Grantor, The City of LeRoy, Illinois, an Illinois municipal corporation, organized and existing under and by virtue of the Laws of the State of Illinois having its principal office at LeRoy, Illinois, for and in consideration of the sum of One dollar and other good and valuable consideration in hand paid, Conveys and Quit-Claims to GLENN GOLDEN and ELBA GOLDEN, husband and wife, of the City of LeRoy, County of McLean, and State of Illinois, the following described Real Estate, to-wit:

All right, title, interest, estate, claim and demand, both at law and in equity of Grantor, of, in, and to the hereinafter described easements and premises, and all other rights, privileges and appurtenances held or owned by or of Grantor in the hereinafter described real estate:

An Easement granted by Grant of Sewer Line Easement to Municipality dated February 18, 1985, recorded February 21, 1985, as Document No. 85-1384, in the Office of the Recorder of Deeds of McLean County, Illinois and being described as: EASEMENT "F": A strip of land 30 feet in width off the West side of the Southwest Quarter of the Northwest Quarter of Section 28, Township 22 North, Range 4 East of the Third Principal Meridian, extending from the South line of the previously described Easement D to the North right of way line of County Highway 21, in McLean County, Illinois,

Stamp area containing: AFFIX TRANSFER TAX STAMP OR Exempt under provisions of Paragraph Section 4, Real Estate Transfer Tax Act. Date Buyer, Seller or Representative

situated in the County of McLean, in the State of Illinois,

This deed is made, executed and delivered pursuant to authority given by the laws of the State of Illinois to municipal corporations and by an Ordinance adopted May 5, 1986, and being entered in the records of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, as Ordinance No. IN TESTIMONY WHEREOF, The said City of LeRoy, an Illinois municipal corporation,

ATTEST:

(seal)

hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its Mayor, and attested by its City Clerk, this

day of May A. D. 1986. CITY OF LE ROY, an Illinois municipal corporation,

By Jack W. Moss, Mayor

Juanita Dagley, City Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF MC LEAN)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that JACK W. MOSS personally known to me to be the Mayor of the City of LeRoy, McLean County, Illinois, and JUANITA DAGLEY, personally known to me to be the City Clerk of the City of LeRoy, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument of writing as Mayor and as City Clerk of said municipal corporation, and caused the seal of said municipal corporation to be affixed thereto, pursuant to authority given by the corporate authorities of said municipal corporation as their free and voluntary act and as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of May, 1986.

Notary Public

SEND SUBSEQUENT TAX BILLS TO: Glen Golden,
(NAME)
111 W. Washington St., LeRoy, IL 61752
(ADDRESS)

This instrument was prepared by
(Name) Hunt Henderson, (Address) 122 N. Chestnut St.,
LeRoy, IL 61752

No. _____
QUIT - CLAIM DEED
BY CORPORATION

To _____

STATE OF ILLINOIS, }
County of McLean, } ss.

Recorder's Office
I, MAE DEANE
Recorder of Deeds

within and for the County and State aforesaid.
I hereby certify that the within and foregoing
instrument of writing was filed for record on the _____ day of _____, A. D. 19 _____

at _____ o'clock _____ M., and duly re-

corded as Document No. _____
In Testimony Whereof, I hereunto set my
hand the day and date aforesaid.

Recorder of Deeds.
Fee _____
Mail to: Hunt Henderson
122 N. Chestnut St.
LeRoy, IL 61752

FEB 21 1985 952 A

GRANT OF
SEWER LINE EASEMENT
TO MUNICIPALITY

GRANTOR (S), GLENN & ELBA GOLDEN, husband and wife,

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

EASEMENT "F"- A strip of land 30 feet in width off the West side of the Southwest Quarter of the Northwest Quarter of Section 28, Township 22 North, Range 4 East of the Third Principal Meridian, extending from the South line of the previously described Easement D to the North right of way line of County Highway 21, in McLean County, Illinois;

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

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

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

3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

4. Special conditions relating to this Grant of Easement:
- A. All manholes placed in the sewer lines constructed upon the afore-said easements and located within tillable acreage areas will be buried a minimum of 2 feet below the natural ground surface so as not to interfere with the farming operation.
 - B. Where practical, all top soil will be separated and placed at the top portion of the backfill of the excavation.
 - C. All areas disturbed not within tillable acreages will be reshaped and seeded with Kentucky Blue grass.
 - D. All driveways and lanes crossed by the easement premises will be replaced in kind as to portions crossed and restored to their original condition.
 - E. All active drainage tiles encountered within the easement premises during the time of construction will be repaired and restored to their normal service capability.
 - F. Care will be taken by City, its agents, employees and contractors to preserve as much of the existing shrubbery and as many of the existing trees as possible between Stations 24+00 and 26+00. City will not be responsible for any damage to such trees or shrubbery and shall not be liable or responsible for replacing any of the same.
 - G. If the existing sanitary sewer service from the house located west of Station 24+00 is encountered during construction, it will be connected to the new sewer at no charge. If this sanitary sewer service is not encountered the owner may in the future connect to the new sanitary sewer at his own expense and City will not assess a tap on fee for this connection.
 - H. City shall reimburse GRANTOR for any damage caused to GRANTOR's crops during construction of the sewer line or for any damages that may be caused at any later time to GRANTOR's crops during any maintenance work or operations carried out by or for said City on said sewer line or any additional sewer line placed in said easement.

5. GRANTOR reserves the right to use the Easement Premises in any manner that will not prevent or interfere with the exercise by MUNICIPALITY of the rights granted hereunder; provided, however that GRANTOR shall not obstruct, or permit to be obstructed, the Easement Premises at any time whatsoever without the express prior written consent of MUNICIPALITY.

6. MUNICIPALITY may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence to MUNICIPALITY and gives adequate assurances to MUNICIPALITY that any work to be performed pursuant to such assignment shall be conducted in a good and workmanlike manner, and that GRANTOR's interest in the Easement Premises shall be protected to the extent as set forth in this instrument.

7. All rights, titles and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties to this instrument, their respective heirs, executors, administrators, legal representatives, assigns and successors in interest.

8. GRANTOR hereby waives any right of homestead with regard to the grant and conveyance herein set forth.

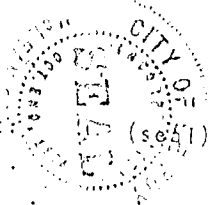
IN WITNESS WHEREOF, the parties hereto have executed this instrument or have caused this instrument to be executed by their proper officers duly authorized to execute the same effective this 18th day of February, 1985.

Glenn Golden (SEAL)
Glenn Golden, GRANTOR

Elba Golden (SEAL)
Elba Golden, GRANTOR

CITY OF LE ROY, McLean County, Illinois,
an Illinois municipal corporation
By [Signature], Mayor of the
City of LeRoy

Attest:



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

Exhibit 1

A temporary working easement 10 feet in width adjacent to and East of the previously described Easement F.

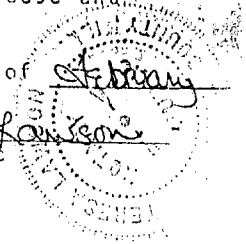
85 1884

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Glenn Golden and Elba Golden, husband and wife, _____, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 14th day of February, 1985.

Debra Lawson
Notary Public



My commission expires: 12-14-87

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

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

Given under my hand and notarial seal, this _____ day of _____, 1985.

Notary Public

My commission expires: _____

This instrument prepared by:
Hunt Henderson
Attorney at Law
122 N. Chestnut St.
LeRoy, IL 61752
Phone: (309)962-2791

GRANT OF
SEWER LINE EASEMENT
TO MUNICIPALITY

GRANTOR (S), GLENN & ELBA GOLDEN, husband and wife,

of LeRoy, McLean County, Illinois (hereinafter referred to as GRANTOR), in consideration of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, do/~~not~~ hereby agree with the CITY OF LEROY, McLean County, Illinois, an Illinois municipal corporation, as follows, and do/~~not~~ hereby grant to the CITY OF LE ROY, McLean County, Illinois (hereinafter referred to as MUNICIPALITY), a Permanent Easement across the following described premises (hereinafter referred to as the "Easement Premises"):

EASEMENT "G" - A strip of land 55 feet in width off the East side of the Southwest Quarter of the Northwest Quarter of Section 28, Township 22 North, Range 4 East of the Third Principal Meridian described as follows: Beginning at a point on the East line of the Southwest Quarter of said Northwest Quarter of Section 28, a distance of 245.3 feet North of the Southeast corner of the Southwest Quarter of the said Northwest Quarter; thence West 55 feet at right angles to the said East line; thence North on a line parallel with the said East line to the South line of Easement "C" as that easement is described in a Grant of Sewer Line Easement to Municipality dated February 18, 1985, recorded February 21, 1985 as Document No. 85-1881 in the office of the Recorder of Deeds in McLean County, Illinois, being an easement granted by Grantors herein to the City of LeRoy; thence easterly on the South line of the previously described Easement "C" to the said East line; thence South on the said East line to point of beginning, all in McLean County, Illinois; and a Temporary Easement effective until completion of construction, over the premises described in Exhibit 1 attached hereto and incorporated herein by this reference for the purpose of constructing, reconstructing, installing, repairing and maintaining from time to time any and all utility facilities located in, along and upon the Easement Premises.

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

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

3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

4. Special conditions relating to this Grant of Easement:

A. All manholes placed in the sewer lines constructed upon the aforesaid easements and located within tillable acreage areas will be buried a minimum of 2 feet below the natural ground surface so as not to interfere with the farming operation.

B. Where practical, all top soil will be separated and placed at the top portion of the backfill of the excavation.

C. All areas disturbed not within tillable acreages will be reshaped and seeded with Kentucky Blue Grass.

D. All driveways and lanes crossed by the easement premises will be replaced in kind as to portions crossed and restored to their original condition.

E. All active drainage tiles encountered within the easement premises during the time of construction will be repaired and restored to their normal service capability.

F. Care will be taken by City, its agents, employees and contractors to preserve as much of the existing shrubbery and as many of the existing trees as possible between Stations 24+00 and 26+00. City will not be responsible for any damage to such trees or shrubbery and shall not be liable or responsible for replacing any of the same.

G. If the existing sanitary sewer service from the house located west of Station 24+00 is encountered during construction, it will be connected to the new sewer at no charge. If this sanitary sewer service is not encountered the owner may in the future connect to the new sanitary sewer at his own expense and City will not assess a tap on fee for this connection.

H. City shall reimburse GRANTOR for any damage caused to GRANTOR's crops during construction of the sewer line or for any damages that may be caused at any later time to GRANTOR's crops during any maintenance work or operations carried out by or for said City on said sewer line or any additional sewer line placed in said easement.

5. GRANTOR reserves the right to use the Easement Premises in any manner that will not prevent or interfere with the exercise by MUNICIPALITY of the rights granted hereunder; provided, however that GRANTOR shall not obstruct, or permit to be obstructed, the Easement Premises at any time whatsoever without the express prior written consent of MUNICIPALITY.

6. MUNICIPALITY may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence to MUNICIPALITY and gives adequate assurances to MUNICIPALITY that any work to be performed pursuant to such assignment shall be conducted in a good and workmanlike manner, and that GRANTOR's interest in the Easement Premises shall be protected to the extent as set forth in this instrument.

7. All rights, titles and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties to this instrument, their respective heirs, executors, administrators, legal representatives, assigns and successors in interest.

8. GRANTOR hereby waives any right of homestead with regard to the grant and conveyance herein set forth.

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

_____, GRANTOR (SEAL)
Glenn Golden

_____, GRANTOR (SEAL)
Elba Golden

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

By Jack W. Moss, Mayor of the
City of LeRoy

Attest: (seal)

_____, City Clerk of
the City of LeRoy, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Glenn Golden and Elba Golden, husband and wife, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this _____ day of _____, 1986.

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

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

Given under my hand and notarial seal, this _____ day of _____, 1986.

Notary Public

My commission expires: _____

EXHIBIT I

A temporary working easement 10 feet in width adjacent to and along both sides of the previously described Easement "G", in McLean County, Illinois.

GRANT OF
SEWER LINE EASEMENT
TO MUNICIPALITY

GRANTOR (S), GLENN & ELBA GOLDEN, husband and wife,

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

EASEMENT "H" - A strip of land 25 feet in width adjacent to and immediately North of and West of the Right-of-way line of S.A. Route 22 (County Highway 21) extending through the entire Southwest Quarter of the Northwest Quarter of Section 28, Township 22 North, Range 4 East of the Third Principal Meridian, said easement extends from the West line of said Southwest Quarter easterly and northerly to the North line of Easement "G" as previously described in a Grant of Sewer Line Easement to Municipality dated _____, 1986, recorded _____, 1986, as Document No. 86-_____, in the Office of the Recorder of Deeds of McLean County, Illinois, being an easement granted by Grantors herein to the City of LeRoy, and the easement granted herein being also described as per the pictorial description set forth in Exhibit 2 attached hereto and incorporated herein by reference, the same being a platted easement way giving the dimensions and location of the aforesaid easement being granted herein (Easement "H"), all in McLean County, Illinois;

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

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

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

3. GRANTOR shall have the right to grant other nonexclusive easements over, along or upon the Easement Premises; provided, however, that any such other easements shall be subject to the easement hereby granted; and providing further, that MUNICIPALITY shall have first consented in writing to the terms, nature and location of any such other easements as not interfering with the rights granted hereunder.

4. Special conditions relating to this Grant of Easement:

A. All manholes placed in the sewer lines constructed upon the aforesaid easements and located within tillable acreage areas will be buried a minimum of 2 feet below the natural ground surface so as not to interfere with the farming operation.

B. Where practical, all top soil will be separated and placed at the top portion of the backfill of the excavation.

C. All areas disturbed not within tillable acreages will be reshaped and seeded with Kentucky Blue Grass.

D. All driveways and lanes crossed by the easement premises will be replaced in kind as to portions crossed and restored to their original condition.

E. All active drainage tiles encountered within the easement premises during the time of construction will be repaired and restored to their normal service capability.

F. Care will be taken by City, its agents, employees and contractors to preserve as much of the existing shrubbery and as many of the existing trees as possible between Stations 24+00 and 26+00. City will not be responsible for any damage to such trees or shrubbery and shall not be liable or responsible for replacing any of the same.

G. If the existing sanitary sewer service from the house located west of Station 24+00 is encountered during construction, it will be connected to the new sewer at no charge. If this sanitary sewer service is not encountered the owner may in the future connect to the new sanitary sewer at his own expense and City will not assess a tap on fee for this connection.

H. City shall reimburse GRANTOR for any damage caused to GRANTOR's crops during construction of the sewer line or for any damages that may be caused at any later time to GRANTOR's crops during any maintenance work or operations carried out by or for said City on said sewer line or any additional sewer line placed in said easement.

5. GRANTOR reserves the right to use the Easement Premises in any manner that will not prevent or interfere with the exercise by MUNICIPALITY of the rights granted hereunder; provided, however that GRANTOR shall not obstruct, or permit to be obstructed, the Easement Premises at any time whatsoever without the express prior written consent of MUNICIPALITY.

6. MUNICIPALITY may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence to MUNICIPALITY and gives adequate assurances to MUNICIPALITY that any work to be performed pursuant to such assignment shall be conducted in a good and workmanlike manner, and that GRANTOR's interest in the Easement Premises shall be protected to the extent as set forth in this instrument.

7. All rights, titles and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties to this instrument, their respective heirs, executors, administrators, legal representatives, assigns and successors in interest.

8. GRANTOR hereby waives any right of homestead with regard to the grant and conveyance herein set forth.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or have caused this instrument to be executed by their proper officers duly authorized to execute the same effective this _____ day of _____, 1986.

Glenn Golden , GRANTOR (SEAL)

Elba Golden , GRANTOR (SEAL)

CITY OF LE ROY, McLean County, Illinois,
an Illinois municipal corporation
By

Jack W. Moss , Mayor of the
City of LeRoy

Attest: (seal)

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

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Glenn Golden and Elba Golden, husband and wife, personally known to me to be the same person whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this _____ day of _____, 1986.

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF MC LEAN)

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

Given under my hand and notarial seal, this _____ day of _____, 1986.

Notary Public

My commission expires: _____

EXHIBIT 1

A temporary working easement 10 feet in width adjacent to and along both sides of the previously described Easement "H", in McLean County, Illinois.

S.E. COR. S.W. 1/4, N.W. 1/4
SEC. 28-22-4

E. LINE S.W. 1/4, N.W. 1/4 SEC. 28-22-4
245.30'

SR. O.W.
156' 25'

S. EASEMENT "G"

STATE RD RT 22 COUNTY HIGHWAY 21

NORTH RIGHT OF WAY

EASEMENT "H"

OWNER: GLENN & ELBA GOLDEN

W. LINE S.W. 1/4, N.W. 1/4 SEC. 28-22-4



Exhibit 2 (of Ex. 5)

CERTIFICATE

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

I further certify that on May 5, 19 86, the Corporate Authorities of such municipality passed and approved Ordinance No. 274, entitled:

RELEASE OF EASEMENTS IN CONSIDERATION OF GRANTING OF NEW EASEMENTS FOR PORTION OF EXTENSION OF THE SEWER SYSTEM OF THE CITY OF LE ROY,

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

The pamphlet form of Ordinance No. 274, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on May 6, 19 86, 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 Le Roy, Illinois, this 6th day of May, 19 86.

(seal)

Juanita Dagley
Municipal Clerk

STATE OF ILLINOIS)
)SS
COUNTY OF MC LEAN)


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

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

RELEASE OF EASEMENTS IN CONSIDERATION OF GRANTING OF NEW EASEMENTS FOR PORTION OF EXTENSION OF THE SEWER SYSTEM OF THE CITY OF LE ROY.

That said ordinance was adopted by the Mayor and City Council of the City of LeRoy at a regular meeting on the 5th day of May, 1986, and that a faithful record of said ordinance has been made in the record books.

Dated this 6th day of May, 1986.



City Clerk

(seal)

STATE OF ILLINOIS)
)SS
COUNTY OF MC LEAN)

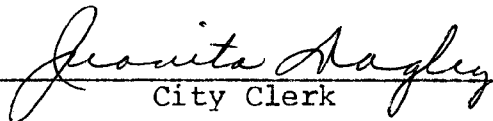
I, Juanita Dagley, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

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

RELEASE OF EASEMENTS IN CONSIDERATION OF GRANTING OF
NEW EASEMENTS FOR PORTION OF EXTENSION OF THE SEWER
SYSTEM OF THE CITY OF LE ROY.

That said ordinance was adopted by the Mayor and City Council of the City of LeRoy at a regular meeting on the 5th day of May, 1986, and that a faithful record of said ordinance has been made in the record books.

Dated this 6th day of May, 1986.



City Clerk

(seal)