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ORDINANCE NO. 526

**AN ORDINANCE APPROVING EXECUTION OF A CONTRACT
ON BEHALF OF THE CITY OF LEROY AND PERMITTING
A LIMITED EASEMENT AS EXPRESSED IN THE
AFORESAID CONTRACT**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LEROY THIS 17th DAY OF
January 17, 1994.

PRESENTED: January 17, 1994

PASSED: January 17, 1994

APPROVED: January 17, 1994

RECORDED: January 17, 1994

PUBLISHED: January 17, 1994

In Pamphlet Form

Voting "Aye" 6

Voting "Nay" 0

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

(SEAL)

X *Jeanita Dogley*
City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: January 17, 1994

**AN ORDINANCE APPROVING EXECUTION OF A CONTRACT
ON BEHALF OF THE CITY OF LEROY AND PERMITTING
A LIMITED EASEMENT AS EXPRESSED IN THE
AFORESAID CONTRACT**

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have determined that it is in the best interest of the City and of its residents to enter into an agreement, a copy of which is attached hereto and incorporated herein by reference, permitting connection of a mutual underground drainline to a city tile-line located along Mockingbird Lane, in the Golden Eagle Estates Subdivision of the City of LeRoy; and

WHEREAS, the Mayor and City Council of the City of LeRoy, find that the proposed agreement is reasonable in scope and assures certain benefits to the City, and said agreement and this ordinance having been reviewed,

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

Section 1. The proposed MUTUAL DRAINAGE AGREEMENT, as described in the aforesaid contract, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby approved.

Section 2. The Mayor and City Clerk of the City of LeRoy are hereby directed and authorized to execute the original agreement, conforming with the copy attached hereto, and several copies as may reasonably be required, retaining a signed copy of the contract for the City.

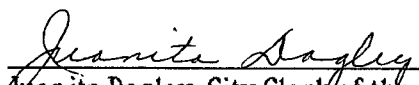
Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

Aldermen elected: 6

Aldermen present: 6

AYES: Randy Zimmerman, Lois Parkin, Robert D. Johnson, Ronnie Litherland
Patrick Beaty, David McClelland

NAYS: None


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

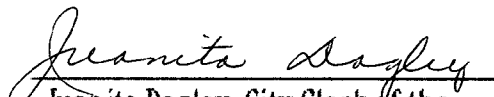
Approved by the Mayor of the City of LeRoy, Illinois this 17th day of
January, 1994.



Jerry C. Davis, Mayor of the City of
LeRoy, Illinois

Attest:

(seal)



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

MUTUAL DRAINAGE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of November, 1992, by and between the owners of the land as hereinafter described and the City of LeRoy, LeRoy, Illinois, a municipal corporation.

Recitals.

A. In order to provide more adequate drainage for the lands hereinafter described, it is hereby determined by the owners of the lands hereinafter described that it is necessary that a drain tile be installed across, or adjacent to, each of the parcels of real estate hereinafter described, in order to benefit each of the parcels of land hereinafter described and the owners of those parcels, both now and in the future.

B. The parcels of land intended to be benefited by the aforesaid drain line, and across or adjacent to which the said drain line shall be constructed, as well as the owners and current addresses of those owners, are described as follows:

<u>Tract No.:</u>	<u>Name of Owner(s)/Address:</u>	<u>Legal Description:</u>
1	Paul Heagy/Evelyn Heagy, Husband and Wife, 108 Oriole Drive, LeRoy, IL.	Lot 53 in Golden Eagle Estates Addition to the City of LeRoy, according to the Plat thereof recorded April 6, 1981, as Document No 81-3119, McLean County, Illinois.
2	Paul Heagy/Evelyn Heagy, Husband and Wife, 108 Oriole Drive, LeRoy, IL.	Lot 54 in Golden Eagle Estates Addition to the City of LeRoy, according to the Plat thereof recorded April 6, 1981, as Document No. 81-3119, McLean County, Illinois.
3	Charles R. Byro/Rachel L. Byro, Husband and Wife, 106 Oriole Drive, LeRoy, IL.	Lot 55 in Golden Eagle Estates Addition to the City of LeRoy, according to the Plat thereof recorded April 6, 1981, as Document No 81-3119, McLean County, Illinois.
4	Robert L. Davis, 1015 East Grove Street Bloomington, Illinois 61701; and Mark Severinsen & Debra Severinsen, Husband and Wife. (successor in interest to Rober L. Davis), 104 Oriole Drive LeRoy, Illinois 61752	Lot 56 in Golden Eagle Estates Addition to the City of LeRoy, according to the Plat thereof recorded April 6, 1981, as Document No. 81-3119, McLean County, Illinois.

- | | | |
|---|---|--|
| 5 | First United Methodist Church, Inc., a not-for-profit corporation, 201 North Chestnut, LeRoy, IL. | Lot 57 in Golden Eagle Estates Addition Plat thereof recorded April 6, 1981, as Document No 81-3119, McLean County, Illinois. |
| 6 | Salt Creek Development Corp., an Illinois Corporation, c/o Wendell Crumbaugh RR 1, LeRoy, Illinois | Lot 58 in Golden Eagle Estates Addition to the City of LeRoy, according to the Plat thereof recorded April 6, 1981, as Document No 81-3119, McLean County, Illinois. |
| 7 | Salt Creek Development Corp., an Illinois Corporation, c/o Wendell Crumbaugh RR 1, LeRoy, Illinois; and David M. Meadows & Tina M. Meadows (successors in interest to Salt Creek Development Company), Husband and Wife, 502 North Chestnut Street, LeRoy, Illinois 61752 | Lot 59 in Golden Eagle Estates Addition to the City of LeRoy, according to the Plat thereof recorded April 6, 1981, as Document No 81-3119, McLean County, |

C. The drain line described hereinafter requires an outlet connection to a drainage tile line constructed by the City of LeRoy along Mockingbird Lane in Golden Eagle Estates Addition to the City of LeRoy, McLean County, Illinois. The general location of said connection and the right to make said connection are described hereinafter and the City of LeRoy is a party to this agreement only to the extent that it is required to permit the continuing connection so long as the aforesaid drain line shall be in use.

Covenants.

1. The foregoing recitals are made a part of these covenants.
2. It is hereby agreed, by and between the owners of the land as described in the previous recitals, that, by mutual consent and agreement herein and hereby given, a six-inch, non-perforated, plastic drain tile (A.D.S.) drain line shall be constructed in accordance with the plans and specifications described in Exhibit A attached hereto and incorporated herein by reference.
3. The aforesaid drain line shall be constructed for the sole and exclusive benefit of the lands described in the previous recitals set forth in this agreement, and for the benefit of the owners indicated previously and their successors in interest.
4. The aforesaid owners have agreed among themselves as to the initial cost of constructing said drainage line, and the division of that cost between the various land owners.

5. No owner or owners of any real estate, other than of the real estate described in the recitals of this agreement, shall directly or indirectly connect any drain tile, drain line, waterway, or any open ditch to the drainage line described herein, and being the subject of this agreement, without the consent of all of the owners of the lands described in this agreement or their successors in title, nor shall any owner or owners of any of the lands described in this agreement permit any other owner or owners of any land to cross any land described herein for the purpose of connecting a drain tile, drain line, or open ditch, to said drain line, nor shall any owner or owners of any land described herein permit such connection to be made.

6. The drain line described herein, and further described in Exhibits "A" and "B," attached hereto and incorporated herein by reference, shall constitute a perpetual easement across the land on which it is constructed and it shall not be obstructed, breached, or in any manner impaired without the consent of all of the owners of the lands described in this agreement or their successors in title.

7. All owners of the real estate described herein, for themselves and their successors in title, hereby agree to maintain the aforesaid drain line by division of the expenditures required from time to time to maintain said drain line as follows:

- a. any repair or replacement of any portion of the drain line located between the West lot line of Lot 58 and the connection to the public drain tile in Mockingbird Lane (now maintained by the City of LeRoy) shall be borne in equal shares by the owner of each lot; thus, a one-seventh share of the total cost from time to time of repairing or replacing said portion of the aforesaid drain line shall be paid by and for the owner of each of the seven lots.
- b. Any repair or replacement required to be made to any portion of the drain line further West than the West lot line of Lot 58 in Golden Eagle Estates Addition to the City of LeRoy, McLean County, Illinois, shall be borne equally by the owners of all of the lots connected to or capable of being connected (without further consent of the owners of the lands described herein) to the portion of the drain line continuing West from the part of the drain line requiring repair or replacement; for example, if a repair in the drain line were required in the part of the line crossing Lot 56, and assuming Lot 59 connected into the drain line by crossing either Lot 57 or Lot 58, the owners of Lots 53, 54, 55, and 56 would each bear one-fourth (1/4) of the expense of the repair.

8. This written agreement contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them.

9. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the owners of all of the real estate described herein or their successors in title.

10. This agreement and performance of the same by the parties hereto and their successors in interest, and all suits and proceedings to be had in connection with this agreement shall be construed in accordance with the laws of the State of Illinois.

11. This agreement shall be binding on and inure to the benefit of the respective parties, and their respective heirs, legal representatives, assigns and successors in interest.

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

13. Should any party to this agreement not fulfill his, her, their, or its, obligation as required hereunder, and thus cause any other party or parties to this agreement to incur attorney fees, costs and/or other expenses as a result of the first party's failure to perform any obligation pursuant to the terms of this agreement, then the party so failing to perform shall be liable to the other party or parties for any reasonable attorney fees, costs and/or expenses incurred by such other party or parties.

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

15. The parties hereto agree that at any time, or from time to time, they will, on request of the other or others, execute and deliver such further documents and do such further acts and things as such other party or parties may reasonably request in order fully to effectuate the purposes of this agreement.

16. An easement is hereby agreed to be created as described in Exhibit "B," attached hereto and incorporated herein by reference, said easement being intended to be recorded along with this mutual drainage agreement, as an integral part of this agreement. Said easement describes the centerline of the aforesaid drain line and is created to enable the parties hereto to repair or replace said drain line from time to time.

17. As to the lots described herein owned by Paul Heagy and Evelyn Heagy, husband and wife, said parties reside on Lot 54 in which they each claim a homestead interest, and neither resides on nor claims a homestead interest in Lot 53 of Golden Eagle Estates Addition. As to Lot 55 in Golden Eagle Estates Addition, Charles R. Byro and Rachel L. Byro, husband and wife, reside thereon and each claims a homestead interest therein. The aforesaid parties, Paul Heagy, Evelyn Heagy, Charles R. Byro, and Rachel L. Byro, each hereby agree that they waive their homestead right as to said right being deemed superior to the creation of the easement for the drain line as set forth in Exhibit "B," and as to the rights of any of the parties hereto, under this agreement, to enforce any of the covenants set

forth herein. Robert L. Davis, former owner of Lot 56, in Golden Eagle Estate Addition, hereby warrants that neither he nor any spouse of his claims any homestead interest in said lot, nor is said lot being used as a homestead by him or any spouse of his. Further, as to Lot 56, in Golden Eagle Estate Addition, Mark Severinsen and Debra Severinsen, husband and wife, reside thereon and each claims a homestead interest therein. Further, the aforesaid Mark Severinsen and Debra Severinsen, each hereby agree that they waive their homestead right as to said right being deemed superior to the creation of the easement for the drain line as set forth in Exhibit "B," and as to the rights of any of the parties hereto, under this agreement, to enforce any of the covenants set forth herein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands the day and year first

above written.

X [Signature]
David M. Meadows

X Tina M. Meadows
Tina M. Meadows

X Charles R. Byro
Charles R. Byro

X Rachel L. Byro
Rachel L. Byro

X Paul Heagy
Paul Heagy

X Evelyn Heagy
Evelyn Heagy

X Mark Severinsen
Mark Severinsen

X Debra Severinsen
Debra Severinsen

X _____
Robert L. Davis

Salt Creek Development Corporation

By: X Wendell Crumbaugh
Wendell Crumbaugh, its President.

ATTEST: (SEAL)

[Signature]
Joseph M. Ambrose, Secretary

First United Methodist Church, Inc. of LeRoy, Illinois, a not-for-profit corporation

By: Curt Alden
Curtis Alden, President of the Board of Trustees of the First United Methodist Church, Inc. of LeRoy, Illinois, a not-for-profit corporation

City of LeRoy, McLean County, Illinois, an Illinois municipal corporation

By: Jerry C. Davis
Jerry C. Davis, Mayor

ATTEST: (SEAL)

Loarena M. Bane
Loarena M. Bane, Secretary

ATTEST: (SEAL)

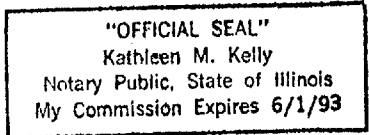
Juanita C. Dagley
Juanita C. Dagley, City Clerk, City of LeRoy

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that **Paul Heagy, husband of Evelyn Heagy**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead as to Lots 53 and 54 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of Illinois.

Given under my hand and notarial seal, this 7th day of May.....
A.D. 1993.

My Commission expires: 6-1-93.....
Kathleen M. Kelly
Notary Public



STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that **Evelyn Heagy, wife of Paul Heagy**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead as to Lots 53 and 54 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of Illinois.

Given under my hand and notarial seal, this 7th day of May.....
A.D. 1993.

My Commission expires: 6-1-93.....
Kathleen M. Kelly
Notary Public

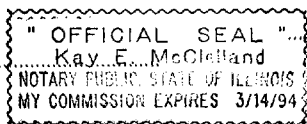


STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that **Charles R. Byro, husband of Rachel L. Byro**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead as to Lot 55 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of Illinois.

Given under my hand and notarial seal, this 19th day of June.....
A.D. 1993.

My Commission expires:
Kay E. McClelland
Notary Public

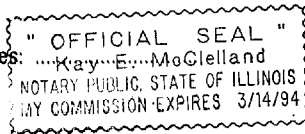


STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that **Rachel L. Byro, wife of Charles R. Byro,** personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead as to Lot 55 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of Illinois.

Given under my hand and notarial seal, this 19th day of June, A.D. 1993.

My Commission expires:



Kay E. McClelland
Notary Public

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that **Robert L. Davis** personally known to me to be the same person.... whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead as to Lot 56 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of Illinois.

Given under my hand and notarial seal, this day of A.D. 1993.

My Commission expires:

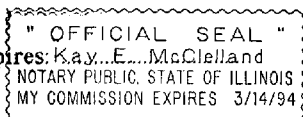
Notary Public

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a notary public , in and for said County in the State aforesaid, DO HEREBY CERTIFY, that **Wendell S. Crumbaugh**, personally known to me to be the President of the Salt Creek Development Corporation, and **Joseph M. Ambrose**, personally known to me to be the secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument of writing as President and as Secretary of said corporation and caused the seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of December, 1993.

My Commission expires:



Kay E. McClelland
Notary Public

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Curtis Alden, personally known to me to be the President of the Board of Trustees of the First United Methodist Church, Inc., of LeRoy, Illinois, a not-for-profit corporation, and Lorena M. Bane, secretary of the First United Methodist Church, Inc., of LeRoy, Illinois, a not-for-profit corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such president and secretary, they signed and delivered the said instrument of writing as president and as secretary of said corporation, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15th day of January, A.D. 1994.

My Commission expires: December 2, 1997

Hunt Henderson
Notary Public

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that **Jerry C. Davis**, personally known to me to be the Mayor of the City of LeRoy, and **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 their 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, 1993.

My Commission expires

Notary Public

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that **Mark Sverinsen, husband of Debra Sverinsen**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead as to Lot 56 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of Illinois.

Given under my hand and notarial seal, this 17th day of July, A.D. 1993.

My Commission expires: December 2, 1993

Hunt Henderson
Notary Public

Official Seal - HUNT HENDERSON
Notary Public - State of Illinois
My Commission expires 12/2/93

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Debra Severinsen, wife of Mark Severinsen, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead as to Lot 56 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of Illinois.

Given under my hand and notarial seal, this 17th day of July A.D. 1993.

My Commission expires: December 2, 1993

Hunt Henderson
Notary Public

Official Seal - HUNT HENDERSON
Notary Public - State of Illinois
My Commission expires 12/2/93

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that David M. Meadows, husband of Tina M. Meadows, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead as to Lot 59 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of Illinois.

Given under my hand and notarial seal, this 7th day of October A.D. 1993.

My Commission expires: December 2, 1993

Hunt Henderson
Notary Public

Official Seal - HUNT HENDERSON
Notary Public - State of Illinois
My Commission expires 12/2/93

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Tina M. Meadows, wife of David M. Meadows, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead as to Lot 59 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of Illinois.

Given under my hand and notarial seal, this 12th day of October A.D. 1993.

My Commission expires: 11-20-95

Sally E. Gulley
Notary Public

"OFFICIAL SEAL"
SALLY E. GULLEY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/20/95

SPECIFICATIONS

SPECIFICATIONS for construction of a six-inch, non-perforated, plastic drain tile (A.D.S.) drainage line, under mutual drainage agreement dated November 1, 1992.

1. Said six-inch, non-perforated, plastic drain tile (A.D.S.) drainage line shall:
 - A. Commence at the east side of Mockingbird Lane in the City of LeRoy, County of McLean and State of Illinois, approximately east of the east line of Lot 58 in said subdivision and between Lot 58 on the west side of said Mockingbird Lane and Lots 45 and 46 on the east side of Mockingbird Lane, all in the aforesaid subdivision and city, and shall proceed in a westerly direction under the paved portion of Mockingbird Lane, across the northerly portions of Lots 58 and 57, thence in a northwesterly direction across Lots 56 and 55 to a point approximately 13 feet south of the intersection of the north line of Lot 55, the west line of Lot 51, and the south, or southeasterly, lot line of Lot 52; thence in a southwesterly direction approximately parallel to the south, or southeasterly, lot lines of Lots 52 and 53, to a point approximately midway between the northerly and southerly lot lines of Lot 53, being the lot lines dividing Lot 53 from Lots 52 and 54; thence westerly to a termination point on the southerly and westerly lot line of Lot 53, being the line dividing Lots 53 and 54.
 - B. Said drainage line shall be approximately 690 feet long, shall begin on the lot line dividing Lots 53 and 54, and extend in the directions generally given previously herein to a termination point at the connection with the public drainage line located along Mockingbird Lane in the City of LeRoy, McLean County, Illinois.
 - C. Said drainage line shall be constructed of six-inch, non-perforated, plastic drain tile (A.D.S.) and six-inch, N 12 plastic drain tile (A.D.S.).
2. The work to construct the aforesaid drainage line shall include:
 - A. The installation of a suitable structure or type of tile to protect the part of the drain line that crosses under the paved portion of Mockingbird Lane.
 - B. Such other work as may be required to properly construct and install the aforesaid drain line throughout its entire length.

EXHIBIT "A"

EASEMENT

This easement is granted by Salt Creek Development Corporation, an Illinois corporation, First United Methodist Church, Inc., of LeRoy, Illinois, a not-for-profit corporation, David M. Meadows and Tina M. Meadows, husband and wife, Charles R. Byro and Rachel L. Byro, husband and wife, Mark Severinsen and Debra Severinsen, husband and wife, Paul Heagy and Evelyn Heagy, husband and wife, and Robert L. Davis, Grantors, hereinafter collectively referred to as "GRANTORS," in consideration of the mutual grants of easements herein made by each of the aforesaid GRANTORS to the others for the purposes hereinafter set forth, said GRANTORS hereby granting to Salt Creek Development Corporation, an Illinois corporation, First United Methodist Church, Inc., of LeRoy, Illinois, a not-for-profit corporation, Mark Severinsen and Debra Severinsen, husband and wife, Charles R. Byro and Rachel L. Byro, husband and wife, David M. Meadows and Tina M. Meadows, husband and wife, Paul Heagy and Evelyn Heagy, husband and wife, and Robert L. Davis, their heirs, administrators, executors, assignees and successors in interest, as Grantees, hereinafter collectively referred to as GRANTEES, the right, privilege, and easement to locate, establish, construct, maintain, clean-out, inspect, alter, repair, and operate a six-inch, non-perforated, plastic drainage line, over, through and across that real estate described hereinafter, the centerline of said drain line being hereinafter described, and further granting to the aforesaid GRANTEES the aforesaid easement for a distance of ten feet in width, being five feet either side of the centerline hereinafter described, said easement, including the centerline, being located as follows:

Beginning at a point 7 feet 8 inches South of the North East corner of Lot 58 in Golden Eagle Estates Subdivision to the City of LeRoy, McLean County, Illinois; thence westerly and southerly to a point 12 feet 7 inches South of the North West corner of the aforesaid Lot 58, said point being on the West lot line of the aforesaid Lot 58; thence westerly and southerly to a point 11 feet 4 inches due South of the South West corner of Lot 59 in the aforesaid Golden Eagle Estates Subdivision; thence westerly to the lot line dividing Lots 56 and 57 in said subdivision; thence northerly and westerly to a point 99 feet 8 inches southwesterly of the intersection of the South line of Lot 50 with the northeasterly end of the line dividing Lots 55 and 56 in the aforesaid Golden Eagle Estates Subdivision said point also being located on the northerly and westerly lot line of Lot 56 in the aforesaid subdivision, said line also being the dividing lot line between Lots 55 and 56 in the aforesaid subdivision; thence northerly and westerly to a point 13 feet 2 inches South of the South West corner of Lot 51 in the aforesaid Golden Eagle Estates Subdivision; thence southerly and westerly to a point 8 feet West of the intersection of the northerly and westerly lot line of Lot 55 in the aforesaid Golden Eagle Estates Subdivision

with the southerly and easterly lot line of Lot 53 and the northerly and easterly lot line of Lot 53, said northerly and easterly lot line also being the dividing lot line between Lots 52 and 53, being in the aforesaid Golden Eagle Subdivision; thence southerly and westerly to a point 36 feet northerly and easterly of the intersection of the southerly and easterly lot line of Lot 53 in the aforesaid subdivision with the southerly and westerly lot line of the aforesaid Lot 53, the same being the dividing lot line between Lots 53 and 54 in the aforesaid subdivision; thence westerly and southerly to a point 32 feet 7 inches North of the aforesaid intersection of the southerly and easterly lot line of Lot 53 (dividing it from Lot 55) and the dividing lot line between Lots 53 and 54; thence to a point 26 feet northwest of the aforesaid intersection of the southerly and easterly lot line of Lot 53 (dividing it from Lot 55) and the dividing lot line between Lots 53 and 54, said point being on the dividing lot line between Lots 53 and 54, at which point the aforesaid centerline and easement terminates; the aforesaid described centerline and easement a width of 5 feet to either side of the aforesaid centerline, being a total width of 10 feet for the aforesaid easement, being in and across, as described previously herein, Lots 53, 55, 56, 57, and 58 in Golden Eagle Estates Subdivision to the City of LeRoy, McLean County, Illinois.

GRANTORS hereby releasing and waiving all rights under and by virtue of the homestead laws of the State of Illinois.

Further, the owner of Lot 57 (Golden Eagle Estates Subdivision) hereby grants an easement across the North 12 feet of said lot to the owner (and the successors in interest of said owner) of Lot 59 for the purpose of connecting the hereindescribed drain line to a single family residence on the aforesaid Lot 59.

Further, the owner of Lot 58 (Golden Eagle Estates Subdivision) hereby grants an easement across the North 10 feet of said lot to the owner (and the successors in interest of said owner) of Lot 59 for the purpose of connecting the hereindescribed drain line to a single family residence on the aforesaid Lot 59.

GRANTEES, their assignees and successors in interest, shall have and hold said easements so long as the drainage line described previously herein as crossing Lots 53, 55, 56, 57, and 58, all in the aforesaid Golden Eagle Estates Subdivision, shall be maintained, together with the right of ingress to and egress from, the aforesaid easement, across each of the lots on which said easement is located, said rights of ingress and egress being for the purpose of locating, establishing, constructing, operating, inspecting, repairing, altering, maintaining and replacing the drain line, connection line from Lot 59, or any part of said drain line or Lot 59 connection line described herein and located on the aforesaid lots, or the removal, in whole or in part, of said drain line or Lot 59 connection line by GRANTEES, their assignees or successors in interest. It is the intention of the parties hereto that said drain line

shall be for the benefit of Lots 53, 54, 55, 56, 57, 58, and 59, all in Golden Eagle Estates Addition to the City of LeRoy, McLean County, Illinois, and that the owners from time to time of any of the aforesaid lots may connect one or more drains from a single-family dwelling on any of the aforesaid lots to the drain line.

It is the intention of the parties hereto, both GRANTORS and GRANTEES, that the uses herein specified are granted without any intention of GRANTORS divesting themselves, or any of them, of the right to use and enjoy the premises described herein, but that the use and enjoyment of the premises described herein shall be subject to the rights of the GRANTEES, their assignees and successors in interest, to use the same for the purposes herein expressed.

The parties hereto deem the ten foot wide easement as previously described herein satisfactory for purposes of depositing excavated earth, and storing material and equipment, as may be necessary or useful in establishing, constructing, maintaining, cleaning out, repairing, inspecting, altering and operating the aforesaid drainage line. GRANTEES, their assignees and successors in interest, shall have the right to cut and remove any brush or trees and any other obstructions within the easement way and along the route of said drain line, to the extent that such cutting and removal of brush or trees, or any other obstruction, is necessary in order to properly locate and maintain the drain line.

It is understood and agreed between the parties hereto, by execution of this easement and acceptance of the same, that this grant of easement shall run with the land and shall inure to the benefit of, and be binding upon, the GRANTEES, and their legal representatives, heirs, devisees, assignees and successors in interest.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands the day and year first above written.

X

David M. Meadows

X

Tina M. Meadows

X

Charles R. Byro

X

Rachel L. Byro

X

Mark Sverinsen

X

Debra Sverinsen

X

Paul Heagy

X

Evelyn Heagy

X

Robert L. Davis

Salt Creek Development Corporation, an Illinois corporation

ATTEST: (SEAL)

By: X Wendell Crumbaugh
Wendell Crumbaugh, its President

Secretary

First United Methodist Church, Inc., of LeRoy, Illinois, an Illinois not-for-profit corporation

ATTEST: (SEAL)

By: _____,
_____, President of the Board of Trustees of the First United Methodist Church, Inc., of LeRoy, Illinois, a not-for-profit corporation

Secretary

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that David M. Meadows, husband of Tina M. Meadows, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead as to Lot 59 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of Illinois.

Given under my hand and notarial seal, this day of, A.D. 1993:

My Commission expires:
.....
Notary Public

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Tina M. Meadows, wife of David M. Meadows, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead as to Lot 59 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of Illinois.

Given under my hand and notarial seal, this day of, A.D. 1993:

My Commission expires:
.....
Notary Public

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that **Paul Heagy, husband of Evelyn Heagy**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead as to Lots 53 and 54 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of Illinois.

Given under my hand and notarial seal, this day of, A.D. 1993.

My Commission expires: Notary Public

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that **Evelyn Heagy, wife of Paul Heagy**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead as to Lots 53 and 54 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of Illinois.

Given under my hand and notarial seal, this day of, A.D. 1993.

My Commission expires: Notary Public

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that **Charles R. Byro, husband of Rachel L. Byro**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead as to Lot 55 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of Illinois.

Given under my hand and notarial seal, this day of, A.D. 1993.

My Commission expires: Notary Public

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO
HEREBY CERTIFY, that Rachel L. Byro, wife of Charles R. Byro, personally known to
me to be the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that she signed, sealed and
delivered the said instrument as her free and voluntary act, for the uses and purposes
therein set forth, including the release and waiver of the right of homestead as to Lot
55 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of
Illinois.

Given under my hand and notarial seal, this day of, A.D. 1993.

My Commission expires:
..... Notary Public

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO
HEREBY CERTIFY, that Mark Severinsen, husband of Debra Severinsen, personally
known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that he signed,
sealed and delivered the said instrument as his free and voluntary act, for the uses and
purposes therein set forth, including the release and waiver of the right of homestead
as to Lot 56 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State
of Illinois.

Given under my hand and notarial seal, this day of, A.D. 1993.

My Commission expires:
..... Notary Public

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO
HEREBY CERTIFY, that Debra S. erinsen, wife of Mark Severinsen, personally known
to me to be the same person whose name is subscribed to the foregoing instrument,
appeared before me this day in person and acknowledged that she signed, sealed and
delivered the said instrument as her free and voluntary act, for the uses and purposes
therein set forth, including the release and waiver of the right of homestead as to Lot
56 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of
Illinois.

Given under my hand and notarial seal, this day of, A.D. 1993.

My Commission expires:
..... Notary Public

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that **Robert L. Davis** personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead as to Lot 56 of Golden Eagle Estates Subdivision, City of LeRoy, County of McLean, State of Illinois.


Given under my hand and notarial seal, this day of, A.D. 1993.

My Commission expires: Notary Public

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

I, the undersigned, a notary public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, that **Wendell S. Crumbaugh**, personally known to me to be the President of the Salt Creek Development Corporation, and **Joseph M. Ambrose**, personally known to me to be the secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument of writing as President and as Secretary of said corporation and caused the seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of December, 1993.

My Commission expires 3/14/94  Kay E. McClelland
Notary Public

STATE OF ILLINOIS)
) SS.
McLEAN COUNTY)

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 President of the Board of Trustees of the First United Methodist Church, Inc., of LeRoy, Illinois, a not-for-profit corporation, and _____, secretary of the First United Methodist Church, Inc., of LeRoy, Illinois, a not-for-profit corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such president and secretary, they signed and delivered the said instrument of writing as president and as secretary of said corporation, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this day of, A.D. 1993.

My Commission expires: Notary Public

CERTIFICATE

I, **Juanita Dagley**, 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 January 17 , **1994**, the Corporate Authorities of such municipality passed and approved Ordinance No. 526 , entitled:

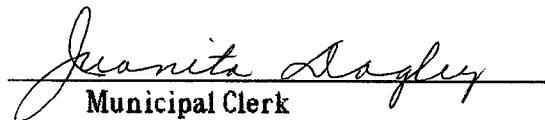
**AN ORDINANCE APPROVING EXECUTION OF A CONTRACT
ON BEHALF OF THE CITY OF LEROY AND PERMITTING
A LIMITED EASEMENT AS EXPRESSED IN THE
AFORESAID CONTRACT**

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

The pamphlet form of Ordinance No. 526 , including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on January 17 , **1994**, 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 17th day of January , **1994**.

(SEAL)


Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

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:

**AN ORDINANCE APPROVING EXECUTION OF A CONTRACT
ON BEHALF OF THE CITY OF LEROY AND PERMITTING
A LIMITED EASEMENT AS EXPRESSED IN THE
AFORESAID CONTRACT**

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 17th day of January, 1994, 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 17th day of January, 1994

X Juanita Dagley
City Clerk

(SEAL)