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COUNTY CLERK & RECORDER
LIVINGSTON COUNTY

11-03-2014 11:25 AM

KRISTY A MASCHING
COUNTY CLERK & RECORDER

REC. FEE: 12.50
RHSPS FEE: 9.00
BIS FEE: 15.00
AUTO FEE: 3.50
REV STAMPS: 0.00
PAGES:

AGREEMENT

FOR

SANITARY SEWER EASEMENT

GRANTORS: STATE BANK OF GRAYMONT, TRUSTEE FOR RITTENHOUSE
HEIRS TRUST NUMBER 380

GRANTEE: PONTIAC BIBLE CHURCH, AN ILLINOIS NOT FOR PROFIT
CORPORATION

The Grantor, STATE BANK OF GRAYMONT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 29TH DAY OF DECEMBER, 1999, KNOWN AS RITTENHOUSE HEIRS TRUST NUMBER 380, its successors and assigns, of the City of Pontiac, County of Livingston and State of Illinois, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by, PONTIAC BIBLE CHURCH, an Illinois Not For Profit Corporation, of the City of Pontiac, County of Livingston and State of Illinois, hereinafter referred to as the Grantee, (the sufficiency of consideration and receipt thereof which is hereby acknowledged) does hereby give and grant unto the said Grantee, its successors and assigns, a perpetual easement and right of way for the purpose of laying, maintaining, operating, renewing, replacing and removing a private sanitary sewer service line and any necessary sanitary sewer facilities appurtenant thereto, together with the right of access thereto for said purposes, in, upon, under, along and across the following described property situated in the City of Pontiac, Livingston County, Illinois:

A part of Lot 6 in the Second Addition to Rittenhouse Industrial Park Subdivision, as platted and recorded as Document Number 347489 in the Livingston County Recorder's Office, and being located in the West Half of the Southwest Quarter of

(Legal Description Continued)

Section 21, Township 28 North, Range 5 East of the Third Principal Meridian, and being more particularly described as follows: A 15 foot wide strip of land described commencing at the Southeast corner of said Lot 6; thence North, 284.00 feet along the East line of said Lot 6; thence West, 208 feet along a line parallel with the South line of said Lot 6 to a point on the West line of Lot 6 of said Subdivision; thence North, 15.00 feet along the West line of said Lot 6; thence East, 208 feet along a line parallel with the South line of said Lot 6 to a point on the East line of said Lot 6, thence South, 15.00 feet along the East line of said Lot 6 to the point of beginning, all being located in the City of Pontiac, Livingston County, Illinois.

PERMANENT INDEX NUMBER: 15-21-352-005

CONDITIONS:

Grantor reserves the right to use said Easement Property in any manner not inconsistent with the rights granted herein.

Grantee shall pay reasonable compensation for all damages caused to real and/or personal property upon the said premises in the installation, maintenance, operation, renewal, replacement and removal of said sanitary sewer.

Grantee herein agrees, at its own expense and at no expense to the Grantor or tenant, if any, to repair and replace all fences which may be damaged by the installation, maintenance, operation, replacement or removal of said sanitary sewer.

Grantee herein agrees to replace in a good and workmanlike manner and with substantial supports, all tile cut in the installation, operation, maintenance, renewal, replacement and removal of said sanitary sewer.

Grantee herein agrees to replace or repair any existing roadway crossings that are disturbed during the installation or future maintenance of said sanitary sewer. Grantee agrees to use suitable trench backfill in these areas to prevent any future settlement of these areas.

Grantee herein agrees to properly grade, level and reseed any grass areas that are disturbed during the initial installation of the sewer or at any time any future repair or maintenance is required. All grading, leveling and reseeding shall be completed in a reasonable workmanlike manner and time frame.

Grantee herein agrees to pay the Grantor, or his Tenant, for crop damage that may occur during the initial installation of the sewer or at any time any future repair or maintenance is required.

PONTIAC BIBLE CHURCH, INC., Grantee
An Illinois Not-for-Profit Corporation

(CORPORATE SEAL)

By: Brian Tumbleson
Its: CHAIRMAN

ATTEST:

By: Andrew Fugue
Its: Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF LIVINGSTON)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Brian Tumbleson, being the chairman of PONTIAC BIBLE CHURCH, INC., and Andrew Fugue, being the Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chairman and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said _____ did affix the said corporate seal of the Corporation to said instrument as said _____'s own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2nd day of November, 2014.

Melissa Leach
Notary Public

Prepared By: RCL
01/12/15
Robert R. Caughey
Caughey, Legner & Freehill
204 North Main Street
Pontiac, IL 61764

