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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 AUTD FEE: 3.50 REV STAMPS: 0.00 PAGES:

AGREEMENT

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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)

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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.

It is hereby understood and agreed that this agreement cannot be changed in any way except in writing signed by the Grantor and the duly authorized agent of the Grantee, and that this instrument contains the entire agreement of the parties hereto. Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except such as set forth herein.

This agreement is executed pursuant to and in the exercise of the power and authority granted to and vested in said Trustee by the terms of said deed or deeds in trust delivered to said Trustee in pursuance of the trust agreement above mentioned. This agreement is made subject to the lien of every trust deed or mortgage (if there any be) of record filed in the Recorder's Office in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this
The day of deftembe), 2014.
RITTENHOUSE HEIRS TRUST NUMBER 380, Grantor
(CORPORATE SEAL) By Ashley Ferr
ATTEST: STATE BANK OF GRAYMONT, Trustee
By Dang Brassian Its Abst Trus officer
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 Like ferry, being the Like Office of STATE BANK OF GRAYMONT, and the same persons whose names are subscribed to the foregoing instrument as such Like Office 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 Bank, for the uses and purposes therein set forth; and the said instrument as such instrument as such instrument as such instrument as said or of the Bank of the corporate seal of said Bank, did affix the said corporate seal of the Bank to said instrument as said in
act of said Bank, for the uses and ourposes therein set forth.
Given under my hand and notarial seal this // day of Szeptember, 2014.
DEBORAH J. STUDNICKI NOYARY PUBLIC, STATE OF KLINOIS MY COMMISSION EXPIRES 5-5-2017 Notary Public Notary Public
(WI POWNISSIDIE FULLINGS ASSETS)

MY COMMISSION EXPIRES 5-5-2017

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

(CORPORATE SEAL)	By: Bicen leyable of
By: My In Its: Seese tary	
STATE OF ILLINOIS) SS. COUNTY OF LIVINGSTON)	
I, the undersigned, a Notary Public, in and for hereby certify that Brian Tumblesto, being the CHURCH, INC., and Andrew Fugue, being the personally known to me to be the same persons who instrument as such Cholomo and Scothis day in person and acknowledged that they signed own free and voluntary act, and as the free and voluntary act of said Corporation to said instrument as said and voluntary act of said Corporation, for the uses a Given under my hand and notarial seal this	chairmen of PONTIAC BIBLE Scretary of said Corporation, use names are subscribed to the foregoing rotary, respectively, appeared before me ad and delivered the said instrument as their untary act of said Corporation, for the uses an did affix the said corporate seal of the 's own free and voluntary act, and as the free med purposes therein set forth.
	Notary Public
Prepared By: 44 Robert R. Caughey Caughey, Legner & Freehill 204 North Main Street Pontiac, IL 61764	"OFFICIAL SEAL" MELISSA LEACH Notary Public, State of Illinois My Commission Expires 10/13/15