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COUNTY CLERK & RECORDER LIVINGSTON COUNTY

06-18-2010 12:39 PM

KRISTY A MASCHING COUNTY CLERK & RECORDER

> REC. FEE: 12.00 RHSPS FEE: GIS FEE: 10.00 AUTO FEE: 3.00 REV STAMPS: 0.00 PAGES:

DEED OF EASEMENT

THE GRANTOR, THIS INDENTURE, made this day of day of between State Bank of Graymont, of Graymont, Illinois, as Trustee of the Trust under the provisions of a Trust Agreement dated the 29th day of December, 1999, known as Rittenhouse Heirs Trust Number 380, pursuant to the power and authority granted to and vested in said Trustee by the terms of the said Trust Agreement, and for and in consideration of One Dollar & Other Good & Valuable Consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby CONVEYS and WARRANTS unto the City of Pontiac, a municipal corporation, of the County of Livingston, State of Illinois, the perpetual right of way and easement across, over and through the property, described and shown on Exhibit A attached hereto and incorporated by reference herein, as a permanent easement to lay, construct and perpetually maintain, operate, repair and renew public sanitary sewers, and other sanitary sewer facilities, improvements and appurtenances, together with a temporary easement for working purposes shown and described on said Exhibit A, which temporary easement shall be vacated upon the completion of said construction or by expiration of a three-year period commencing upon the date of this Deed of Easement, whichever shall first occur.

The Grantee, and its agents and assigns, shall have the right to enter upon said premises to install and construct said public sanitary sewers and sanitary sewer facilities, improvements and appurtenances, and, at all times thereafter, the Grantee and its agents or assigns, shall have the right to enter upon said premises for the purposes of making inspections, repairs, alterations and renewals of said sanitary sewers and sanitary sewer facilities, and all such work shall be done in a workmanlike manner and the surface of the ground restored to its original condition. In this regard, among other things the Grantee shall require its contractors to repair all field tile damage occurring as a result of the construction activities, to segregate topsoil removed by excavation and to use said topsoil for the restoration of the surface of the ground upon the completion of construction activity. The Grantee also agrees to pay the Grantors, or Grantors' successors and assigns, a reasonable amount for damage to growing crops damaged and destroyed by the construction process.

The Grantee agrees that all public sanitary sewers and sanitary sewer facilities, improvements and appurtenances installed in said easement right of way shall be installed at the sole expense of Grantee, or its agents or assigns.

The Grantors, covenant and agree that no permanent buildings or other improvements shall be constructed on the permanent easement herein granted and that no trees, bushes or other vegetation shall be planted thereon which would interfere with

the operation or maintenance of the public sanitary sewers and sanitary sewer facilities, improvements and appurtenances installed.

All of the terms, reservations, obligations, agreements and recitals contained in this grant shall be binding upon the Grantors, their representatives, assigns and successors in title, and upon the Grantee, and its agents and assigns, for so long as said easements is used for the purposes hereinabove set forth.

This Deed 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. IN WITNESS WHEREOF, the undersigned has caused its name to be signed to these presents by its duly authorized Assistant Trust Officer the day and year first above Dated this 8th day of Way STATE BANK OF GRAYMONT, AS TRUSTEE RITTENHOUSE HEIRS TRUST NUMBER 380 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 Livy Dinago, a will Trust Officer of State Bank of Graymont, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer appeared before me this day in person and acknowledged that he signed and delivered the said instrument as own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth. Libes le tete de la version explese ocursons explese ocur Exempt under provisions of Paragraph (e), Section 4, Real Estate Transfer Tax Act. Buyer, Seller or Representative Prepared By and Return To: Alan M. Schrock City Attorney

City of Pontiac 307 West Washington Street Pontiac, IL 61764

