

00602356

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

#22

THE GRANTOR, THIS INDENTURE, made this 18<sup>th</sup> day of May, 2010, between State Bank of Graymont, of Graymont, Illinois, as Trustee of the Trust under the provisions of a Trust Agreement dated the 29<sup>th</sup> 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



