

## **RESOLUTION NO. \_\_\_\_\_**

**Synopsis:** The following resolution will allow for the formal acceptance of a series of eight (8) permanent sanitary sewer easements for the proposed sanitary sewer work needed in the rear yards of 406-420 Lawndale Avenue.

### **A RESOLUTION AUTHORIZING THE EXECUTION OF EIGHT PERMANENT SANITARY SEWER EASEMENT GRANTS ALONG THE REAR YARD SEWER ON LAWDALE AVENUE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON,  
TAEWELL COUNTY, ILLINOIS,** an Illinois home-rule municipality, as follows:

**Section 1.** That the Sanitary Sewer Easement Grants between William and Jacquelyn Mason, and the City of Washington, copies of which is attached hereto as Exhibit “A” and by reference expressly made a part hereof, be, and the same is hereby approved;

That the Sanitary Sewer Easement Grants between Bradley and Samantha Vaughn, and the City of Washington, copies of which is attached hereto as Exhibit “B” and by reference expressly made a part hereof, be, and the same is hereby approved;

That the Sanitary Sewer Easement Grants between Tommie and Alison Hagan, and the City of Washington, copies of which is attached hereto as Exhibit “C” and by reference expressly made a part hereof, be, and the same is hereby approved;

That the Sanitary Sewer Easement Grants between Dustin Doerr, and the City of Washington, copies of which is attached hereto as Exhibit “D” and by reference expressly made a part hereof, be, and the same is hereby approved;

That the Sanitary Sewer Easement Grants between Shawna Vandy, and the City of Washington, copies of which is attached hereto as Exhibit “E” and by reference expressly made a part hereof, be, and the same is hereby approved;

That the Sanitary Sewer Easement Grants between Jeffrey and Kelli Rude, and the City of Washington, copies of which is attached hereto as Exhibit “F” and by reference expressly made a part hereof, be, and the same is hereby approved;

That the Sanitary Sewer Easement Grants between Alan and Randy Brown, and the City of Washington, copies of which is attached hereto as Exhibit “G” and by reference expressly made a part hereof, be, and the same is hereby approved;

That the Sanitary Sewer Easement Grants between Amanda Zobrist, and the City of Washington, copies of which is attached hereto as Exhibit “H” and by reference expressly made a part hereof, be, and the same is hereby approved;

**Section 2.** That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Sanitary Sewer Easement Grants to William and Jacquelyn Mason on behalf of the City of Washington in substantially the form of the

documents attached hereto as Exhibit “A” and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof;

That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Sanitary Sewer Easement Grants to Bradley and Samantha Vaughn on behalf of the City of Washington in substantially the form of the documents attached hereto as Exhibit “B” and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof;

That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Sanitary Sewer Easement Grants to Tommie and Alison Hagan on behalf of the City of Washington in substantially the form of the documents attached hereto as Exhibit “C” and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof;

That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Sanitary Sewer Easement Grants to Dustin Doerr on behalf of the City of Washington in substantially the form of the documents attached hereto as Exhibit “D” and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof;

That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Sanitary Sewer Easement Grants to Shawna Vandy on behalf of the City of Washington in substantially the form of the documents attached hereto as Exhibit “E” and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof;

That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Sanitary Sewer Easement Grants to Jeffrey and Kelli Rude on behalf of the City of Washington in substantially the form of the documents attached hereto as Exhibit “F” and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof;

That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Sanitary Sewer Easement Grants to Alan and Randy Brown on behalf of the City of Washington in substantially the form of the documents attached hereto as Exhibit “G” and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof;

That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed to enter into and execute said Sanitary Sewer Easement Grants to Amanda Zobrist on behalf of the City of Washington in substantially the form of the documents attached hereto as Exhibit “H” and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof;

**Section 3.** That this resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS**, an Illinois home-rule municipality, that the Two Transmission Easement Grants between Ameren Illinois Company, and the City of Washington are hereby accepted by the City.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Document prepared by and  
return to:  
Jay H. Scholl  
Davis & Campbell L.L.C  
401 Main Street, Suite 1600  
Peoria, IL 61602-1241  
Tel : (309) 673-1681  
Fax : (309) 673-1690  
jhscholl@dcamplaw.com

**TEMPORARY AND PERMANENT  
SANITARY SEWER EASEMENT GRANT  
TO THE CITY OF WASHINGTON**

This Temporary and Permanent Sanitary Sewer Easement Grant to the City of Washington (this “**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Tommie Lee Hagan and Alison A. Hagan, husband and wife, as Tenants by the Entirety (“**Grantor**”), and the City of Washington, Tazewell County, State of Illinois, an Illinois home rule municipal corporation (“**Grantee**”).

**RECITALS**

The following recitals of fact are a material part of this instrument:

(A) Grantor is the owner of a tract of land referred to herein as the “**Grantor Parcel**” and legally described as follows:

Lot 3 of a Resurvey of Lots 2, 3, 4, 5, 6, 7, and 8 of Ferguson's Addition to the City of Washington, Tazewell County, Illinois.

P.I.N.: 02-02-13-406-021

Commonly known as: 410 N. Lawndale Ave, Washington, IL 61571

(B) Grantee is the City of Washington, an Illinois home rule municipal corporation.

(C) Grantor wishes to grant, and Grantee wishes to receive, a temporary easement in, over, under, and across a part of Grantor Parcel referred to herein as the “**Temporary Easement Premises**” and legally described as follows:

A PART OF LOT 3 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH,

RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 30' OF EVEN WIDTH OF THE NORTH 49.0' OF SAID LOT 3.

(D) Grantor wishes to grant, and Grantee wishes to receive, a perpetual easement in, over, under, and across a part of Grantor Parcel referred to herein as the “**Permanent Easement Premises**” and legally described as follows:

A PART OF LOT 3 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 15' OF EVEN WIDTH OF THE NORTH 41.5' OF SAID LOT 3.

(E) The Grantor Parcel, the Temporary Easement Parcel, and the Perpetual Easement Parcel are all as shown on the survey entitled “15 Feet Wide Sanitary Sewer Easement” prepared by Mohr & Kerr Engineering & Land Surveying, P.C. and attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, easements, covenants, and restrictions are made by Grantor for the benefit of Grantee:

#### **GRANT OF EASEMENTS AND USE**

(1) **Grant of Temporary Easement.** Grantor hereby grants to Grantee and its successors in title a temporary easement in, upon, under, and across the Temporary Easement Premises for the uses and purposes set forth in this Agreement.

(2) **Use of Temporary Easement Premises by Grantee.** Grantee shall have the right to use the Temporary Easement Premises for access and to stockpile material for sanitary sewer line construction.

(3) **Termination of Temporary Easement.** The Temporary Easement Premises shall terminate upon completion of the sanitary sewer line construction.

(4) **Grant of Permanent Easement.** Grantor hereby grants to Grantee and its successors in title a perpetual easement in, upon, under, and across the Permanent Easement Premises for the uses and purposes set forth in this Agreement.

(5) **Use of Permanent Easement Premises by Grantee.** Grantee shall have the right to construct, reconstruct, repair, maintain, and operate on the Permanent Easement Premises an in-ground sanitary sewer line.

(6) **Use of Permanent Easement Premises by Grantors.** Grantor shall have the right to fully use and enjoy the Permanent Easement Premises, except for such uses as may unreasonably interfere with the exercise by Grantee of the rights granted in this Agreement. Grantor shall not construct or permit to be constructed any house, structure, landscaping, or other obstruction on or over the Permanent Easement Premises that will interfere with the construction, maintenance, replacement, repair, or operation of any sanitary sewer line.

#### **GRANTEE'S OBLIGATIONS**

(7) **Condition of Property.** Grantee, in the construction, reconstruction, maintenance, repair, or operation of the sanitary sewer line, shall regrade and reseed, if appropriate, the Temporary Easement Premises in an effort to return the grade and grass vegetation, if any, to its original condition, as nearly as practicable, upon completion of the sanitary sewer line construction.

(8) **Indemnity.** Grantee will indemnify, save, and keep harmless Grantor from any loss, damage, or expense constituting a legal liability which Grantor may suffer, incur, or sustain or for which Grantor may become liable growing out of any injury to persons or to real or personal property caused by any of the work performed by the Grantee under this Agreement.

#### **GRANTOR'S OBLIGATIONS**

(9) **Warranties of Title.** Grantor warrants that he or she has good and indefeasible fee simple title to the Grantor Parcel and covenants that he or she will cooperate with Grantee in obtaining a release of any mortgage encumbering the Temporary Easement Premises and the Permanent Easement Premises, if requested to do so by Grantee.

#### **MISCELLANEOUS PROVISIONS**

(10) **Running of Benefits and Burdens.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding on and inure to the heirs, assigns, successors, tenants, and personal representatives of Grantor and Grantee.

(11) **Release of Homestead Rights.** Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

**[Remainder of Page Left Intentionally Blank]**

IN WITNESS WHEREOF, said Grantor has executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
Tommie Lee Hagan

STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF TAZEWELL    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tommie Lee Hagan and Alison A. Hagan, husband and wife, as Tenants by the Entirety, 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 or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Alison A. Hagan

STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF TAZEWELL    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Tommie Lee Hagan and Alison A. Hagan, husband and wife, as Tenants by the Entirety, 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 or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

## ACCEPTANCE

The City of Washington, Tazewell County, State of Illinois, an Illinois home rule municipal corporation, accepts the foregoing grant and easement and its terms and conditions.

IN WITNESS WHEREOF, the City of Washington had caused this Acceptance to be executed by its Mayor and City Clerk pursuant to authority granted by its City Council on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

---

Mayor

ATTEST:

---

City Clerk

---

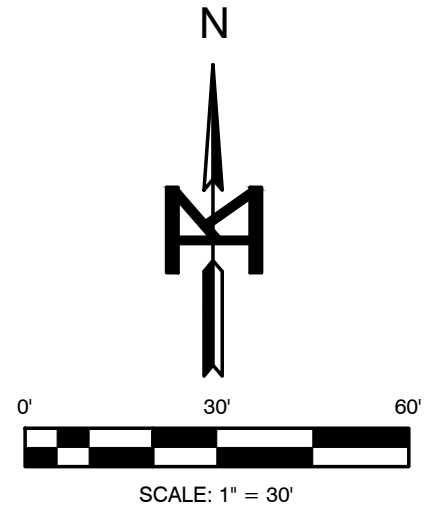
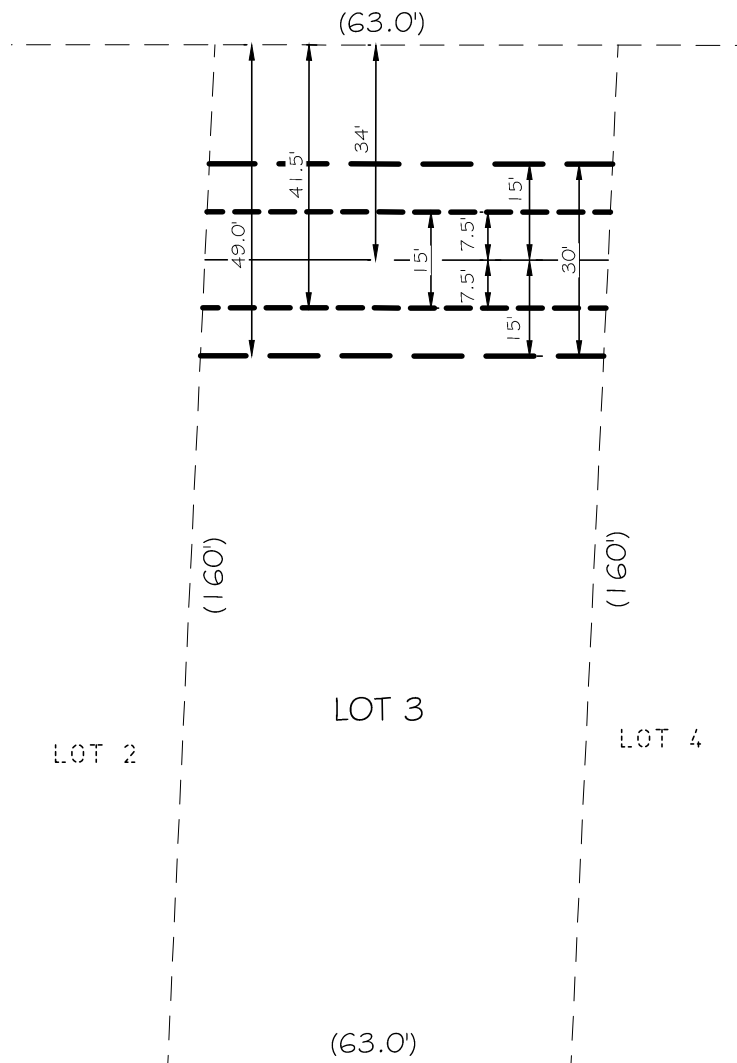
**EXHIBIT A**

**SURVEY ENTITLED “15 FEET WIDE SANITARY SEWER EASEMENT”  
PREPARED BY MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.**

---

## 15 FEET WIDE SANITARY SEWER EASEMENT

A PART OF LOT 3 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



### TEMPORARY CONSTRUCTION EASEMENT

A PART OF LOT 3 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 30' OF EVEN WIDTH OF THE NORTH 49.0' OF SAID LOT 3.

### PERMANENT SANITARY SEWER EASEMENT

A PART OF LOT 3 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 15' OF EVEN WIDTH OF THE NORTH 41.5' OF SAID LOT 3.

### LEGEND

-----	— PERMANENT SANITARY SEWER EASEMENT LINE
- - - - -	— TEMPORARY CONSTRUCTION EASEMENT LINE
_____	— CENTERLINE OF EASEMENT
- - - - -	— ADJACENT PROPERTY LINE
_____	— RIGHT-OF-WAY LINE
(63.0')	— RECORD DISTANCE



**MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.**  
 5901 N. Prospect Road, Suite 6B  
 Peoria, Illinois 61614  
 www.mohrandkerr.com  
 Office: (309) 692-8500  
 Fax: (309) 692-8501  
 Professional Design Firm #184.005091

### 15 FEET WIDE SANITARY SEWER EASEMENT

SURVEYED	MKELS
DRAWN	BWR
CHECKED	JEF
SCALE	1" = 30'
DATE	08-03-20

**LAWNDALE AVE.**

PROJECT NO.	18-240
SHEET 3 OF 8	
DRAWING NO.	3

Document prepared by and  
return to:  
Jay H. Scholl  
Davis & Campbell L.L.C  
401 Main Street, Suite 1600  
Peoria, IL 61602-1241  
Tel : (309) 673-1681  
Fax : (309) 673-1690  
jhscholl@dcamplaw.com

**TEMPORARY AND PERMANENT  
SANITARY SEWER EASEMENT GRANT  
TO THE CITY OF WASHINGTON**

This Temporary and Permanent Sanitary Sewer Easement Grant to the City of Washington (this “**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Dustin A. Doerr (“**Grantor**”) and the City of Washington, Tazewell County, State of Illinois, an Illinois home rule municipal corporation (“**Grantee**”).

**RECITALS**

The following recitals of fact are a material part of this instrument:

(A) Grantor is the owner of a tract of land referred to herein as the “**Grantor Parcel**” and legally described as follows:

Lot 4 of the Re-Survey of Lots 2, 3, 4, 5, 6, 7, and 8 of Ferguson's Addition to the City of Washington, situated in Tazewell County, Illinois.

P.I.N.: 02-02-13-406-020

Commonly known as: 412 N. Lawndale Ave, Washington, IL 61571

(B) Grantee is the City of Washington, an Illinois home rule municipal corporation.

(C) Grantor wishes to grant, and Grantee wishes to receive, a temporary easement in, over, under, and across a part of Grantor Parcel referred to herein as the “**Temporary Easement Premises**” and legally described as follows:

A PART OF LOT 4 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH,

RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 30' OF EVEN WIDTH OF THE NORTH 49.0' OF SAID LOT 4.

(D) Grantor wishes to grant, and Grantee wishes to receive, a perpetual easement in, over, under, and across a part of Grantor Parcel referred to herein as the “**Permanent Easement Premises**” and legally described as follows:

A PART OF LOT 4 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 30' OF EVEN WIDTH OF THE NORTH 49.0' OF SAID LOT 4.

(E) The Grantor Parcel, the Temporary Easement Parcel, and the Perpetual Easement Parcel are all as shown on the survey entitled “15 Feet Wide Sanitary Sewer Easement” prepared by Mohr & Kerr Engineering & Land Surveying, P.C. and attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, easements, covenants, and restrictions are made by Grantor for the benefit of Grantee:

#### **GRANT OF EASEMENTS AND USE**

(1) **Grant of Temporary Easement.** Grantor hereby grants to Grantee and its successors in title a temporary easement in, upon, under, and across the Temporary Easement Premises for the uses and purposes set forth in this Agreement.

(2) **Use of Temporary Easement Premises by Grantee.** Grantee shall have the right to use the Temporary Easement Premises for access and to stockpile material for sanitary sewer line construction.

(3) **Termination of Temporary Easement.** The Temporary Easement Premises shall terminate upon completion of the sanitary sewer line construction.

(4) **Grant of Permanent Easement.** Grantor hereby grants to Grantee and its successors in title a perpetual easement in, upon, under, and across the Permanent Easement Premises for the uses and purposes set forth in this Agreement.

(5) **Use of Permanent Easement Premises by Grantee.** Grantee shall have the right to construct, reconstruct, repair, maintain, and operate on the Permanent Easement Premises an in-ground sanitary sewer line.

(6) **Use of Permanent Easement Premises by Grantors.** Grantor shall have the right to fully use and enjoy the Permanent Easement Premises, except for such uses as may unreasonably interfere with the exercise by Grantee of the rights granted in this Agreement. Grantor shall not construct or permit to be constructed any house, structure, landscaping, or other obstruction on or over the Permanent Easement Premises that will interfere with the construction, maintenance, replacement, repair, or operation of any sanitary sewer line.

#### **GRANTEE'S OBLIGATIONS**

(7) **Condition of Property.** Grantee, in the construction, reconstruction, maintenance, repair, or operation of the sanitary sewer line, shall regrade and reseed, if appropriate, the Temporary Easement Premises in an effort to return the grade and grass vegetation, if any, to its original condition, as nearly as practicable, upon completion of the sanitary sewer line construction.

(8) **Indemnity.** Grantee will indemnify, save, and keep harmless Grantor from any loss, damage, or expense constituting a legal liability which Grantor may suffer, incur, or sustain or for which Grantor may become liable growing out of any injury to persons or to real or personal property caused by any of the work performed by the Grantee under this Agreement.

#### **GRANTOR'S OBLIGATIONS**

(9) **Warranties of Title.** Grantor warrants that he or she has good and indefeasible fee simple title to the Grantor Parcel and covenants that he or she will cooperate with Grantee in obtaining a release of any mortgage encumbering the Temporary Easement Premises and the Permanent Easement Premises, if requested to do so by Grantee.

#### **MISCELLANEOUS PROVISIONS**

(10) **Running of Benefits and Burdens.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding on and inure to the heirs, assigns, successors, tenants, and personal representatives of Grantor and Grantee.

(11) **Release of Homestead Rights.** Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

**[Remainder of Page Left Intentionally Blank]**

IN WITNESS WHEREOF, said Grantor has executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
Dustin A. Doerr

STATE OF ILLINOIS        )  
                                      ) ss  
COUNTY OF TAZEWELL    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Dustin A. Doerr, 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 or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

## ACCEPTANCE

The City of Washington, Tazewell County, State of Illinois, an Illinois home rule municipal corporation, accepts the foregoing grant and easement and its terms and conditions.

IN WITNESS WHEREOF, the City of Washington had caused this Acceptance to be executed by its Mayor and City Clerk pursuant to authority granted by its City Council on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

---

Mayor

ATTEST:

---

City Clerk

**CONSENT BY  
MORTGAGEE**

Caliber Home Loans, Inc. (the “**First Mortgagee**”) is the legal holder and owner of a note secured by a mortgage dated July 31, 2014, recorded in the Recorder’s Office of Tazewell County, Illinois as Document No. 201400011968 on August 5, 2014 covering the Grantor Parcel as legally described in the foregoing Agreement.

NOW, THEREFORE, the First Mortgagee, for value received, hereby consents to the grant of the temporary and permanent sanitary sewer easements in, upon, under, and across the Grantor Parcel and subordinates its mortgage lien as it pertains to the Grantor Parcel.

Witnessed the due execution hereto as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Caliber Home Loans, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**CONSENT BY  
MORTGAGEE**

Illinois Housing Development Authority (the “**Second Mortgagee**”) is the legal holder and owner of a note secured by a mortgage dated July 31, 2014, recorded in the Recorder’s Office of Tazewell County, Illinois as Document No. 201400011969 on August 5, 2014 covering the Grantor Parcel as legally described in the foregoing Agreement.

NOW, THEREFORE, the Second Mortgagee, for value received, hereby consents to the grant of the temporary and permanent sanitary sewer easements in, upon, under, and across the Grantor Parcel and subordinates its mortgage lien as it pertains to the Grantor Parcel.

Witnessed the due execution hereto as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Illinois Housing Development Authority

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

---

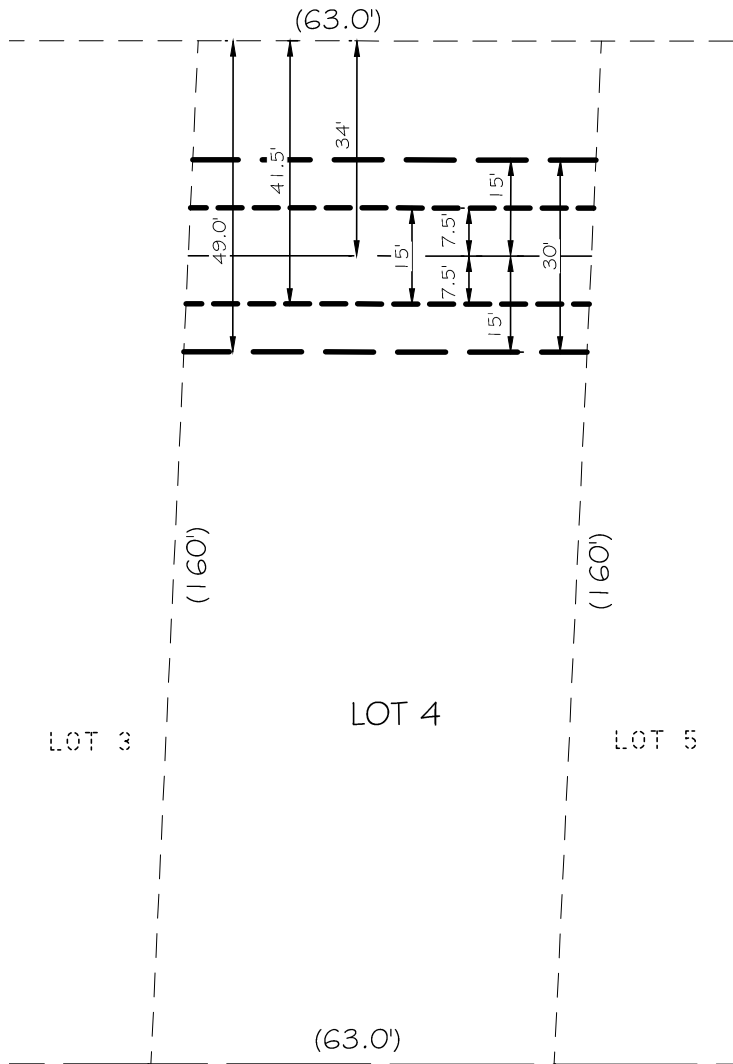
**EXHIBIT A**

**SURVEY ENTITLED “15 FEET WIDE SANITARY SEWER EASEMENT”  
PREPARED BY MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.**

---

# 15 FEET WIDE SANITARY SEWER EASEMENT

A PART OF LOT 4 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



N



SCALE: 1" = 30'

## TEMPORARY CONSTRUCTION EASEMENT

A PART OF LOT 4 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 30' OF EVEN WIDTH OF THE NORTH 49.0' OF SAID LOT 4.

## PERMANENT SANITARY SEWER EASEMENT

A PART OF LOT 4 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 15' OF EVEN WIDTH OF THE NORTH 41.5' OF SAID LOT 4.

## LEGEND

-----	PERMANENT SANITARY SEWER EASEMENT LINE
- - - - -	TEMPORARY CONSTRUCTION EASEMENT LINE
_____	CENTERLINE OF EASEMENT
- - - - -	ADJACENT PROPERTY LINE
_____	RIGHT-OF-WAY LINE
(63.0')	RECORD DISTANCE



**MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.**  
 5901 N. Prospect Road, Suite 6B  
 Peoria, Illinois 61614  
 www.mohrandkerr.com  
 Office: (309) 692-8500  
 Fax: (309) 692-8501  
 Professional Design Firm #184.005091

## 15 FEET WIDE SANITARY SEWER EASEMENT

SURVEYED	MKELS
DRAWN	BWR
CHECKED	JEF
SCALE	1" = 30'
DATE	08-03-20

LAWNDALE AVE.

PROJECT NO.	18-240
SHEET 4 OF 8	
DRAWING NO.	4

Document prepared by and  
return to:  
Jay H. Scholl  
Davis & Campbell L.L.C  
401 Main Street, Suite 1600  
Peoria, IL 61602-1241  
Tel : (309) 673-1681  
Fax : (309) 673-1690  
jhscholl@dcamlaw.com

**TEMPORARY AND PERMANENT  
SANITARY SEWER EASEMENT GRANT  
TO THE CITY OF WASHINGTON**

This Temporary and Permanent Sanitary Sewer Easement Grant to the City of Washington (this “**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Shawna Vandy (“**Grantor**”) and the City of Washington, Tazewell County, State of Illinois, an Illinois home rule municipal corporation (“**Grantee**”).

**RECITALS**

The following recitals of fact are a material part of this instrument:

(A) Grantor is the owner of a tract of land referred to herein as the “**Grantor Parcel**” and legally described as follows:

Lot No. 5 of Ferguson's Addition to the City of Washington, as shown by Survey and Plat thereof designated as Resurvey of Lots 2, 3, 4, 5, 6, 7, and 8 of Ferguson's Addition to Washington, Illinois, filed December 23, 1940 and recorded in the Recorder's Office of Tazewell County, Illinois in Plat Book "L" at page 351, situated, lying and being in the City of Washington, in the County of Tazewell and State of Illinois.

P.I.N.: 02-02-13-406-019

Commonly known as: 414 N. Lawndale Ave, Washington, IL 61571

(B) Grantee is the City of Washington, an Illinois home rule municipal corporation.

(C) Grantor wishes to grant, and Grantee wishes to receive, a temporary easement in, over, under, and across a part of Grantor Parcel referred to herein as the “**Temporary Easement Premises**” and legally described as follows:

A PART OF LOT 5 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 30' OF EVEN WIDTH OF THE NORTH 49.0' OF SAID LOT 5.

(D) Grantor wishes to grant, and Grantee wishes to receive, a perpetual easement in, over, under, and across a part of Grantor Parcel referred to herein as the “**Permanent Easement Premises**” and legally described as follows:

A PART OF LOT 5 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 15' OF EVEN WIDTH OF THE NORTH 41.5' OF SAID LOT 5.

(E) The Grantor Parcel, the Temporary Easement Parcel, and the Perpetual Easement Parcel are all as shown on the survey entitled “15 Feet Wide Sanitary Sewer Easement” prepared by Mohr & Kerr Engineering & Land Surveying, P.C. and attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, easements, covenants, and restrictions are made by Grantor for the benefit of Grantee:

#### **GRANT OF EASEMENTS AND USE**

(1) **Grant of Temporary Easement.** Grantor hereby grants to Grantee and its successors in title a temporary easement in, upon, under, and across the Temporary Easement Premises for the uses and purposes set forth in this Agreement.

(2) **Use of Temporary Easement Premises by Grantee.** Grantee shall have the right to use the Temporary Easement Premises for access and to stockpile material for sanitary sewer line construction.

(3) **Termination of Temporary Easement.** The Temporary Easement Premises shall terminate upon completion of the sanitary sewer line construction.

(4) **Grant of Permanent Easement.** Grantor hereby grants to Grantee and its successors in title a perpetual easement in, upon, under, and across the Permanent Easement Premises for the uses and purposes set forth in this Agreement.

(5) **Use of Permanent Easement Premises by Grantee.** Grantee shall have the right to construct, reconstruct, repair, maintain, and operate on the Permanent Easement Premises an in-ground sanitary sewer line.

(6) **Use of Permanent Easement Premises by Grantors.** Grantor shall have the right to fully use and enjoy the Permanent Easement Premises, except for such uses as may unreasonably interfere with the exercise by Grantee of the rights granted in this Agreement. Grantor shall not construct or permit to be constructed any house, structure, landscaping, or other obstruction on or over the Permanent Easement Premises that will interfere with the construction, maintenance, replacement, repair, or operation of any sanitary sewer line.

#### **GRANTEE'S OBLIGATIONS**

(7) **Condition of Property.** Grantee, in the construction, reconstruction, maintenance, repair, or operation of the sanitary sewer line, shall regrade and reseed, if appropriate, the Temporary Easement Premises in an effort to return the grade and grass vegetation, if any, to its original condition, as nearly as practicable, upon completion of the sanitary sewer line construction.

(8) **Indemnity.** Grantee will indemnify, save, and keep harmless Grantor from any loss, damage, or expense constituting a legal liability which Grantor may suffer, incur, or sustain or for which Grantor may become liable growing out of any injury to persons or to real or personal property caused by any of the work performed by the Grantee under this Agreement.

#### **GRANTOR'S OBLIGATIONS**

(9) **Warranties of Title.** Grantor warrants that he or she has good and indefeasible fee simple title to the Grantor Parcel and covenants that he or she will cooperate with Grantee in obtaining a release of any mortgage encumbering the Temporary Easement Premises and the Permanent Easement Premises, if requested to do so by Grantee.

#### **MISCELLANEOUS PROVISIONS**

(10) **Running of Benefits and Burdens.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding on and inure to the heirs, assigns, successors, tenants, and personal representatives of Grantor and Grantee.

(11) **Release of Homestead Rights.** Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

**[Remainder of Page Left Intentionally Blank]**

IN WITNESS WHEREOF, said Grantor has executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
Shawna Vandy

STATE OF ILLINOIS        )  
                                      ) ss  
COUNTY OF TAZEWELL    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Shawna Vandy, 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 or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

## ACCEPTANCE

The City of Washington, Tazewell County, State of Illinois, an Illinois home rule municipal corporation, accepts the foregoing grant and easement and its terms and conditions.

IN WITNESS WHEREOF, the City of Washington had caused this Acceptance to be executed by its Mayor and City Clerk pursuant to authority granted by its City Council on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

---

Mayor

ATTEST:

---

City Clerk

**CONSENT BY  
MORTGAGEE**

CEFCU (the “**Mortgagee**”) is the legal holder and owner of a note secured by a mortgage dated August 21, 2017, recorded in the Recorder’s Office of Tazewell County, Illinois as Document No. 201700012874 on August 25, 2017 covering the Grantor Parcel as legally described in the foregoing Agreement.

NOW, THEREFORE, the Mortgagee, for value received, hereby consents to the grant of the temporary and permanent sanitary sewer easements in, upon, under, and across the Grantor Parcel and subordinates its mortgage lien as it pertains to the Grantor Parcel.

Witnessed the due execution hereto as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CEFCU

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

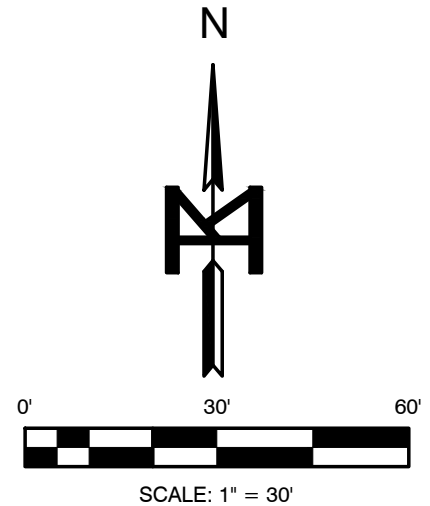
---

**EXHIBIT A**

**SURVEY ENTITLED “15 FEET WIDE SANITARY SEWER EASEMENT”  
PREPARED BY MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.**

---

A PART OF LOT 5 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



A PART OF LOT 5 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEVELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF LOT 5 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

-----	— PERMANENT SANITARY SEWER EASEMENT LINE
— — — — —	— TEMPORARY CONSTRUCTION EASEMENT LINE
_____	— CENTERLINE OF EASEMENT
- - - - -	— ADJACENT PROPERTY LINE
=====	— RIGHT-OF-WAY LINE
(63.0')	— RECORD DISTANCE

Document prepared by and  
return to:  
Jay H. Scholl  
Davis & Campbell L.L.C  
401 Main Street, Suite 1600  
Peoria, IL 61602-1241  
Tel : (309) 673-1681  
Fax : (309) 673-1690  
jhscholl@dcamlaw.com

**TEMPORARY AND PERMANENT  
SANITARY SEWER EASEMENT GRANT  
TO THE CITY OF WASHINGTON**

This Temporary and Permanent Sanitary Sewer Easement Grant to the City of Washington (this “**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Jeffrey S. Rude and Kelli K. Rude, husband and wife as joint tenants (“**Grantor**”), and the City of Washington, Tazewell County, State of Illinois, an Illinois home rule municipal corporation (“**Grantee**”).

**RECITALS**

The following recitals of fact are a material part of this instrument:

(A) Grantor is the owner of a tract of land referred to herein as the “**Grantor Parcel**” and legally described as follows:

Lot 6 of a Re-survey of Lots 2, 3, 4, 5, 6, 7, and 8 of Ferguson's Addition to the City of Washington, Tazewell County, Illinois, as shown on the plat recorded in Plat Book "L", page 351.

P.I.N.: 02-02-13-406-018

Commonly known as: 416 N. Lawndale Ave, Washington, IL 61571

(B) Grantee is the City of Washington, an Illinois home rule municipal corporation.

(C) Grantor wishes to grant, and Grantee wishes to receive, a temporary easement in, over, under, and across a part of Grantor Parcel referred to herein as the “**Temporary Easement Premises**” and legally described as follows:

A PART OF LOT 6 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF  
FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE

SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 30' OF EVEN WIDTH OF THE NORTH 49.0' OF SAID LOT 6.

(D) Grantor wishes to grant, and Grantee wishes to receive, a perpetual easement in, over, under, and across a part of Grantor Parcel referred to herein as the “**Permanent Easement Premises**” and legally described as follows:

A PART OF LOT 6 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 15' OF EVEN WIDTH OF THE NORTH 41.5' OF SAID LOT 6.

(E) The Grantor Parcel, the Temporary Easement Parcel, and the Perpetual Easement Parcel are all as shown on the survey entitled “15 Feet Wide Sanitary Sewer Easement” prepared by Mohr & Kerr Engineering & Land Surveying, P.C. and attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, easements, covenants, and restrictions are made by Grantor for the benefit of Grantee:

#### **GRANT OF EASEMENTS AND USE**

(1) **Grant of Temporary Easement.** Grantor hereby grants to Grantee and its successors in title a temporary easement in, upon, under, and across the Temporary Easement Premises for the uses and purposes set forth in this Agreement.

(2) **Use of Temporary Easement Premises by Grantee.** Grantee shall have the right to use the Temporary Easement Premises for access and to stockpile material for sanitary sewer line construction.

(3) **Termination of Temporary Easement.** The Temporary Easement Premises shall terminate upon completion of the sanitary sewer line construction.

(4) **Grant of Permanent Easement.** Grantor hereby grants to Grantee and its successors in title a perpetual easement in, upon, under, and across the Permanent Easement Premises for the uses and purposes set forth in this Agreement.

(5) **Use of Permanent Easement Premises by Grantee.** Grantee shall have the right to construct, reconstruct, repair, maintain, and operate on the Permanent Easement Premises an in-ground sanitary sewer line.

(6) **Use of Permanent Easement Premises by Grantors.** Grantor shall have the right to fully use and enjoy the Permanent Easement Premises, except for such uses as may unreasonably interfere with the exercise by Grantee of the rights granted in this Agreement. Grantor shall not construct or permit to be constructed any house, structure, landscaping, or other obstruction on or over the Permanent Easement Premises that will interfere with the construction, maintenance, replacement, repair, or operation of any sanitary sewer line.

#### **GRANTEE'S OBLIGATIONS**

(7) **Condition of Property.** Grantee, in the construction, reconstruction, maintenance, repair, or operation of the sanitary sewer line, shall regrade and reseed, if appropriate, the Temporary Easement Premises in an effort to return the grade and grass vegetation, if any, to its original condition, as nearly as practicable, upon completion of the sanitary sewer line construction.

(8) **Indemnity.** Grantee will indemnify, save, and keep harmless Grantor from any loss, damage, or expense constituting a legal liability which Grantor may suffer, incur, or sustain or for which Grantor may become liable growing out of any injury to persons or to real or personal property caused by any of the work performed by the Grantee under this Agreement.

#### **GRANTOR'S OBLIGATIONS**

(9) **Warranties of Title.** Grantor warrants that he or she has good and indefeasible fee simple title to the Grantor Parcel and covenants that he or she will cooperate with Grantee in obtaining a release of any mortgage encumbering the Temporary Easement Premises and the Permanent Easement Premises, if requested to do so by Grantee.

#### **MISCELLANEOUS PROVISIONS**

(10) **Running of Benefits and Burdens.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding on and inure to the heirs, assigns, successors, tenants, and personal representatives of Grantor and Grantee.

(11) **Release of Homestead Rights.** Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

**[Remainder of Page Left Intentionally Blank]**

IN WITNESS WHEREOF, said Grantor has executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
Jeffrey S. Rude

STATE OF ILLINOIS        )  
                                      ) ss  
COUNTY OF TAZEWELL    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeffrey S. Rude and Kelli K. Rude, husband and wife as joint tenants, 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 or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Kelli K. Rude

STATE OF ILLINOIS        )  
                                      ) ss  
COUNTY OF TAZEWELL    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Jeffrey S. Rude and Kelli K. Rude, husband and wife as joint tenants, 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 or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

## ACCEPTANCE

The City of Washington, Tazewell County, State of Illinois, an Illinois home rule municipal corporation, accepts the foregoing grant and easement and its terms and conditions.

IN WITNESS WHEREOF, the City of Washington had caused this Acceptance to be executed by its Mayor and City Clerk pursuant to authority granted by its City Council on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

---

Mayor

ATTEST:

---

City Clerk

**CONSENT BY  
MORTGAGEE**

PNC Bank, N.A. (the “**Mortgagee**”) is the legal holder and owner of a note secured by a mortgage dated January 22, 2018, recorded in the Recorder’s Office of Tazewell County, Illinois as Document No. 201800001475 on February 2, 2018 covering the Grantor Parcel as legally described in the foregoing Agreement.

NOW, THEREFORE, the Mortgagee, for value received, hereby consents to the grant of the temporary and permanent sanitary sewer easements in, upon, under, and across the Grantor Parcel and subordinates its mortgage lien as it pertains to the Grantor Parcel.

Witnessed the due execution hereto as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PNC Bank, N.A.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

---

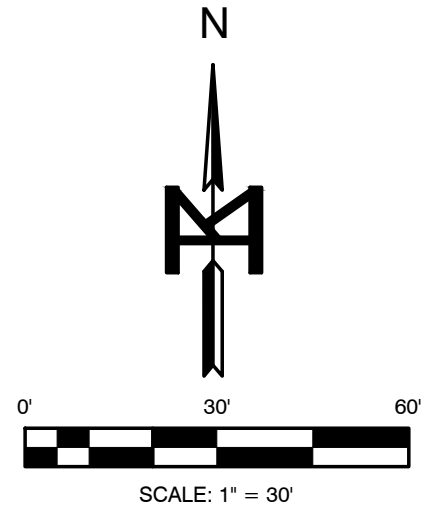
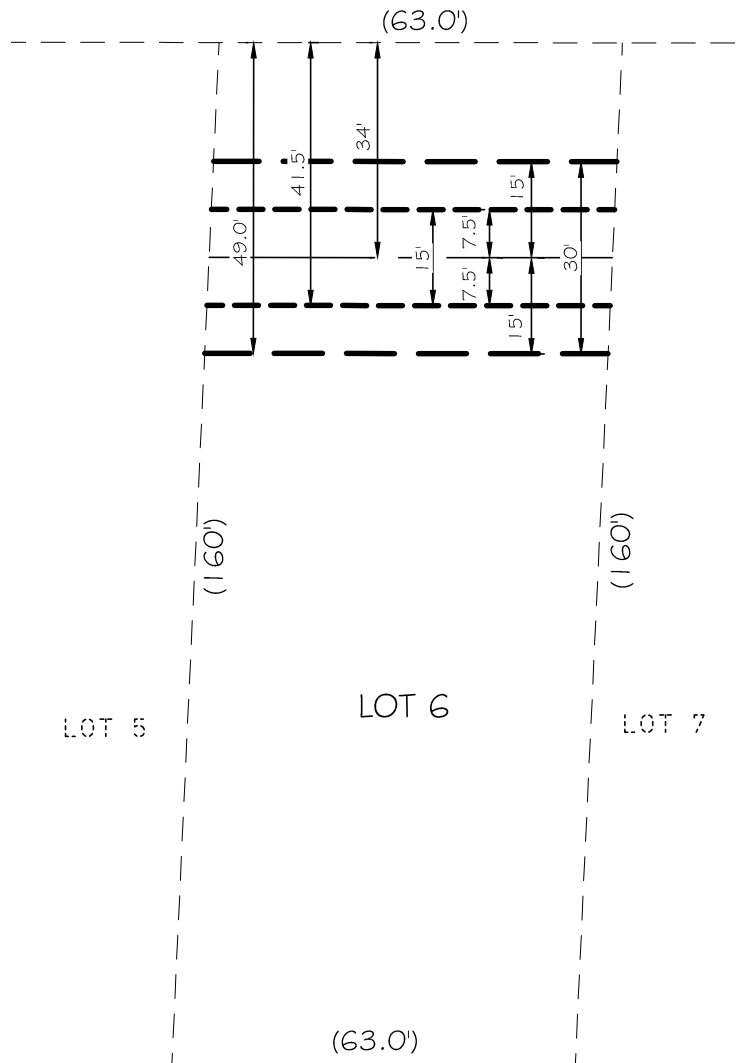
**EXHIBIT A**

**SURVEY ENTITLED “15 FEET WIDE SANITARY SEWER EASEMENT”  
PREPARED BY MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.**

---

## 15 FEET WIDE SANITARY SEWER EASEMENT

A PART OF LOT 6 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



### TEMPORARY CONSTRUCTION EASEMENT

A PART OF LOT 6 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 30' OF EVEN WIDTH OF THE NORTH 49.0' OF SAID LOT 6.

### PERMANENT SANITARY SEWER EASEMENT

A PART OF LOT 6 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 15' OF EVEN WIDTH OF THE NORTH 41.5' OF SAID LOT 6.

### LEGEND

-----	PERMANENT SANITARY SEWER EASEMENT LINE
- - - - -	TEMPORARY CONSTRUCTION EASEMENT LINE
_____	CENTERLINE OF EASEMENT
- - - - -	ADJACENT PROPERTY LINE
_____	RIGHT-OF-WAY LINE
(63.0')	RECORD DISTANCE



**MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.**  
5901 N. Prospect Road, Suite 6B  
Peoria, Illinois 61614  
www.mohrandkerr.com

Office: (309) 692-8500  
Fax: (309) 692-8501  
Professional Design Firm #184.005091

### 15 FEET WIDE SANITARY SEWER EASEMENT

SURVEYED	MKELS
DRAWN	BWR
CHECKED	JEF
SCALE	1" = 30'
DATE	08-03-20

LAWNDALE AVE.

PROJECT NO.	18-240
SHEET 6 OF 8	
DRAWING NO.	6

Document prepared by and  
return to:  
Jay H. Scholl  
Davis & Campbell L.L.C  
401 Main Street, Suite 1600  
Peoria, IL 61602-1241  
Tel : (309) 673-1681  
Fax : (309) 673-1690  
jhscholl@dcamplaw.com

**TEMPORARY AND PERMANENT  
SANITARY SEWER EASEMENT GRANT  
TO THE CITY OF WASHINGTON**

This Temporary and Permanent Sanitary Sewer Easement Grant to the City of Washington (this “**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Alan R. Brown and Randy S. Brown, husband and wife as joint tenants (“**Grantor**”), and the City of Washington, Tazewell County, State of Illinois, an Illinois home rule municipal corporation (“**Grantee**”).

**RECITALS**

The following recitals of fact are a material part of this instrument:

(A) Grantor is the owner of a tract of land referred to herein as the “**Grantor Parcel**” and legally described as follows:

Lot Seven (7) of Ferguson's Addition to the City of Washington, County of Tazewell and State of Illinois.

P.I.N.: 02-02-13-406-017

Commonly known as: 418 N. Lawndale Ave, Washington, IL 61571

(B) Grantee is the City of Washington, an Illinois home rule municipal corporation.

(C) Grantor wishes to grant, and Grantee wishes to receive, a temporary easement in, over, under, and across a part of Grantor Parcel referred to herein as the “**Temporary Easement Premises**” and legally described as follows:

A PART OF LOT 7 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH,

RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 30' OF EVEN WIDTH OF THE NORTH 49.0' OF SAID LOT 7.

(D) Grantor wishes to grant, and Grantee wishes to receive, a perpetual easement in, over, under, and across a part of Grantor Parcel referred to herein as the “**Permanent Easement Premises**” and legally described as follows:

A PART OF LOT 7 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 15' OF EVEN WIDTH OF THE NORTH 41.5' OF SAID LOT 7.

(E) The Grantor Parcel, the Temporary Easement Parcel, and the Perpetual Easement Parcel are all as shown on the survey entitled “15 Feet Wide Sanitary Sewer Easement” prepared by Mohr & Kerr Engineering & Land Surveying, P.C. and attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, easements, covenants, and restrictions are made by Grantor for the benefit of Grantee:

#### **GRANT OF EASEMENTS AND USE**

(1) **Grant of Temporary Easement.** Grantor hereby grants to Grantee and its successors in title a temporary easement in, upon, under, and across the Temporary Easement Premises for the uses and purposes set forth in this Agreement.

(2) **Use of Temporary Easement Premises by Grantee.** Grantee shall have the right to use the Temporary Easement Premises for access and to stockpile material for sanitary sewer line construction.

(3) **Termination of Temporary Easement.** The Temporary Easement Premises shall terminate upon completion of the sanitary sewer line construction.

(4) **Grant of Permanent Easement.** Grantor hereby grants to Grantee and its successors in title a perpetual easement in, upon, under, and across the Permanent Easement Premises for the uses and purposes set forth in this Agreement.

(5) **Use of Permanent Easement Premises by Grantee.** Grantee shall have the right to construct, reconstruct, repair, maintain, and operate on the Permanent Easement Premises an in-ground sanitary sewer line.

(6) **Use of Permanent Easement Premises by Grantors.** Grantor shall have the right to fully use and enjoy the Permanent Easement Premises, except for such uses as may unreasonably interfere with the exercise by Grantee of the rights granted in this Agreement. Grantor shall not construct or permit to be constructed any house, structure, landscaping, or other obstruction on or over the Permanent Easement Premises that will interfere with the construction, maintenance, replacement, repair, or operation of any sanitary sewer line.

#### **GRANTEE'S OBLIGATIONS**

(7) **Condition of Property.** Grantee, in the construction, reconstruction, maintenance, repair, or operation of the sanitary sewer line, shall regrade and reseed, if appropriate, the Temporary Easement Premises in an effort to return the grade and grass vegetation, if any, to its original condition, as nearly as practicable, upon completion of the sanitary sewer line construction.

(8) **Indemnity.** Grantee will indemnify, save, and keep harmless Grantor from any loss, damage, or expense constituting a legal liability which Grantor may suffer, incur, or sustain or for which Grantor may become liable growing out of any injury to persons or to real or personal property caused by any of the work performed by the Grantee under this Agreement.

#### **GRANTOR'S OBLIGATIONS**

(9) **Warranties of Title.** Grantor warrants that he or she has good and indefeasible fee simple title to the Grantor Parcel and covenants that he or she will cooperate with Grantee in obtaining a release of any mortgage encumbering the Temporary Easement Premises and the Permanent Easement Premises, if requested to do so by Grantee.

#### **MISCELLANEOUS PROVISIONS**

(10) **Running of Benefits and Burdens.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding on and inure to the heirs, assigns, successors, tenants, and personal representatives of Grantor and Grantee.

(11) **Release of Homestead Rights.** Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

**[Remainder of Page Left Intentionally Blank]**

IN WITNESS WHEREOF, said Grantor has executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
Alan R. Brown

STATE OF ILLINOIS        )  
                                      ) ss  
COUNTY OF TAZEWELL    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alan R. Brown and Randy S. Brown, husband and wife as joint tenants, 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 or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Randy S. Brown

STATE OF ILLINOIS        )  
                                      ) ss  
COUNTY OF TAZEWELL    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alan R. Brown and Randy S. Brown, husband and wife as joint tenants, 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 or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

## ACCEPTANCE

The City of Washington, Tazewell County, State of Illinois, an Illinois home rule municipal corporation, accepts the foregoing grant and easement and its terms and conditions.

IN WITNESS WHEREOF, the City of Washington had caused this Acceptance to be executed by its Mayor and City Clerk pursuant to authority granted by its City Council on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

---

Mayor

ATTEST:

---

City Clerk

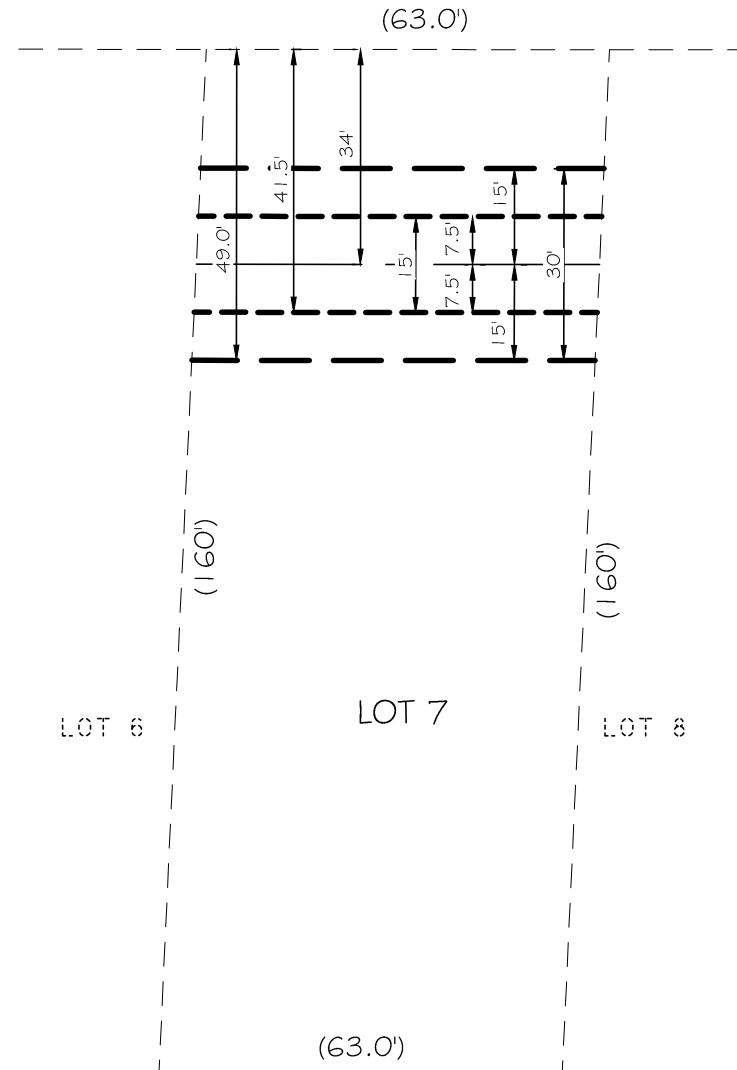
---

**EXHIBIT A**

**SURVEY ENTITLED “15 FEET WIDE SANITARY SEWER EASEMENT”  
PREPARED BY MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.**

---

A PART OF LOT 7 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



A PART OF LOT 7 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEVELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 30' OF EVEN WIDTH OF THE  
NORTH 49.0' OF SAID LOT 7.

## PERMANENT SANITARY SEWER EASEMENT

A PART OF LOT 7 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEVELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 15' OF EVEN WIDTH OF THE  
NORTH 41.5' OF SAID LOT 7.

## LEGEND

- |           |  |
|-----------|--|
| -----     | — PERMANENT SANITARY SEWER EASEMENT LINE |
| — — — — — | — TEMPORARY CONSTRUCTION EASEMENT LINE   |
| _____     | — CENTERLINE OF EASEMENT                 |
| - - - - - | — ADJACENT PROPERTY LINE                 |
| =====     | — RIGHT-OF-WAY LINE                      |
| (63.0')   | — RECORD DISTANCE                        |

Document prepared by and  
return to:  
Jay H. Scholl  
Davis & Campbell L.L.C  
401 Main Street, Suite 1600  
Peoria, IL 61602-1241  
Tel : (309) 673-1681  
Fax : (309) 673-1690  
jhscholl@dcamplaw.com

**TEMPORARY AND PERMANENT  
SANITARY SEWER EASEMENT GRANT  
TO THE CITY OF WASHINGTON**

This Temporary and Permanent Sanitary Sewer Easement Grant to the City of Washington (this “**Agreement**”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Amanda Zobrist (“**Grantor**”) and the City of Washington, Tazewell County, State of Illinois, an Illinois home rule municipal corporation (“**Grantee**”).

**RECITALS**

The following recitals of fact are a material part of this instrument:

(A) Grantor is the owner of a tract of land referred to herein as the “**Grantor Parcel**” and legally described as follows:

Lot 8 of the Resurvey of Lots 2 ,3, 4 ,5, 6, 7 and 8 of Ferguson's Addition to the City of Washington as shown on the Plat recorded in Plat Book "L", page 351, situated in Tazewell County, Illinois.

P.I.N.: 02-02-13-406-016

Commonly known as: 420 N. Lawndale Ave, Washington, IL 61571

(B) Grantee is the City of Washington, an Illinois home rule municipal corporation.

(C) Grantor wishes to grant, and Grantee wishes to receive, a temporary easement in, over, under, and across a part of Grantor Parcel referred to herein as the “**Temporary Easement Premises**” and legally described as follows:

A PART OF LOT 8 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH,

RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 30' OF EVEN WIDTH OF THE NORTH 49.0' OF SAID LOT 8.

(D) Grantor wishes to grant, and Grantee wishes to receive, a perpetual easement in, over, under, and across a part of Grantor Parcel referred to herein as the “**Permanent Easement Premises**” and legally described as follows:

A PART OF LOT 8 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTH 15' OF EVEN WIDTH OF THE NORTH 41.5' OF SAID LOT 8.

(E) The Grantor Parcel, the Temporary Easement Parcel, and the Perpetual Easement Parcel are all as shown on the survey entitled “15 Feet Wide Sanitary Sewer Easement” prepared by Mohr & Kerr Engineering & Land Surveying, P.C. and attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, easements, covenants, and restrictions are made by Grantor for the benefit of Grantee:

#### **GRANT OF EASEMENTS AND USE**

(1) **Grant of Temporary Easement.** Grantor hereby grants to Grantee and its successors in title a temporary easement in, upon, under, and across the Temporary Easement Premises for the uses and purposes set forth in this Agreement.

(2) **Use of Temporary Easement Premises by Grantee.** Grantee shall have the right to use the Temporary Easement Premises for access and to stockpile material for sanitary sewer line construction.

(3) **Termination of Temporary Easement.** The Temporary Easement Premises shall terminate upon completion of the sanitary sewer line construction.

(4) **Grant of Permanent Easement.** Grantor hereby grants to Grantee and its successors in title a perpetual easement in, upon, under, and across the Permanent Easement Premises for the uses and purposes set forth in this Agreement.

(5) **Use of Permanent Easement Premises by Grantee.** Grantee shall have the right to construct, reconstruct, repair, maintain, and operate on the Permanent Easement Premises an in-ground sanitary sewer line.

(6) **Use of Permanent Easement Premises by Grantors.** Grantor shall have the right to fully use and enjoy the Permanent Easement Premises, except for such uses as may unreasonably interfere with the exercise by Grantee of the rights granted in this Agreement. Grantor shall not construct or permit to be constructed any house, structure, landscaping, or other obstruction on or over the Permanent Easement Premises that will interfere with the construction, maintenance, replacement, repair, or operation of any sanitary sewer line.

#### **GRANTEE'S OBLIGATIONS**

(7) **Condition of Property.** Grantee, in the construction, reconstruction, maintenance, repair, or operation of the sanitary sewer line, shall regrade and reseed, if appropriate, the Temporary Easement Premises in an effort to return the grade and grass vegetation, if any, to its original condition, as nearly as practicable, upon completion of the sanitary sewer line construction.

(8) **Indemnity.** Grantee will indemnify, save, and keep harmless Grantor from any loss, damage, or expense constituting a legal liability which Grantor may suffer, incur, or sustain or for which Grantor may become liable growing out of any injury to persons or to real or personal property caused by any of the work performed by the Grantee under this Agreement.

#### **GRANTOR'S OBLIGATIONS**

(9) **Warranties of Title.** Grantor warrants that he or she has good and indefeasible fee simple title to the Grantor Parcel and covenants that he or she will cooperate with Grantee in obtaining a release of any mortgage encumbering the Temporary Easement Premises and the Permanent Easement Premises, if requested to do so by Grantee.

#### **MISCELLANEOUS PROVISIONS**

(10) **Running of Benefits and Burdens.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding on and inure to the heirs, assigns, successors, tenants, and personal representatives of Grantor and Grantee.

(11) **Release of Homestead Rights.** Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Illinois.

**[Remainder of Page Left Intentionally Blank]**

IN WITNESS WHEREOF, said Grantor has executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
Amanda Zobrist

STATE OF ILLINOIS        )  
                                      ) ss  
COUNTY OF TAZEWELL    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Amanda Zobrist, 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 or she signed, sealed and delivered the said instrument as his or her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the rights of homestead.

GIVEN under my hand and notarial seal  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

## ACCEPTANCE

The City of Washington, Tazewell County, State of Illinois, an Illinois home rule municipal corporation, accepts the foregoing grant and easement and its terms and conditions.

IN WITNESS WHEREOF, the City of Washington had caused this Acceptance to be executed by its Mayor and City Clerk pursuant to authority granted by its City Council on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CONSENT BY  
MORTGAGEE**

Leaderone Financial Corporation (the “**Mortgagee**”) is the legal holder and owner of a note secured by a mortgage dated March 19, 2012, recorded in the Recorder’s Office of Tazewell County, Illinois as Document No. 201200005226 on March 23, 2012 covering the Grantor Parcel as legally described in the foregoing Agreement.

NOW, THEREFORE, the Mortgagee, for value received, hereby consents to the grant of the temporary and permanent sanitary sewer easements in, upon, under, and across the Grantor Parcel and subordinates its mortgage lien as it pertains to the Grantor Parcel.

Witnessed the due execution hereto as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Leaderone Financial Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

---

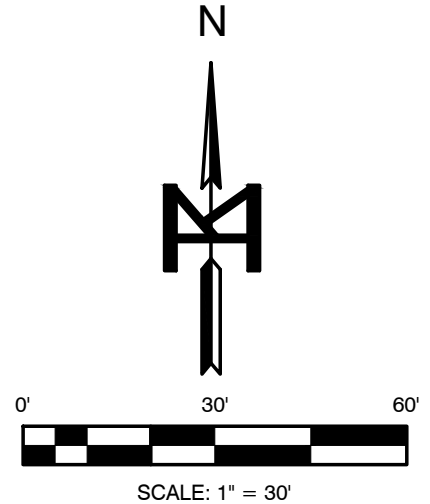
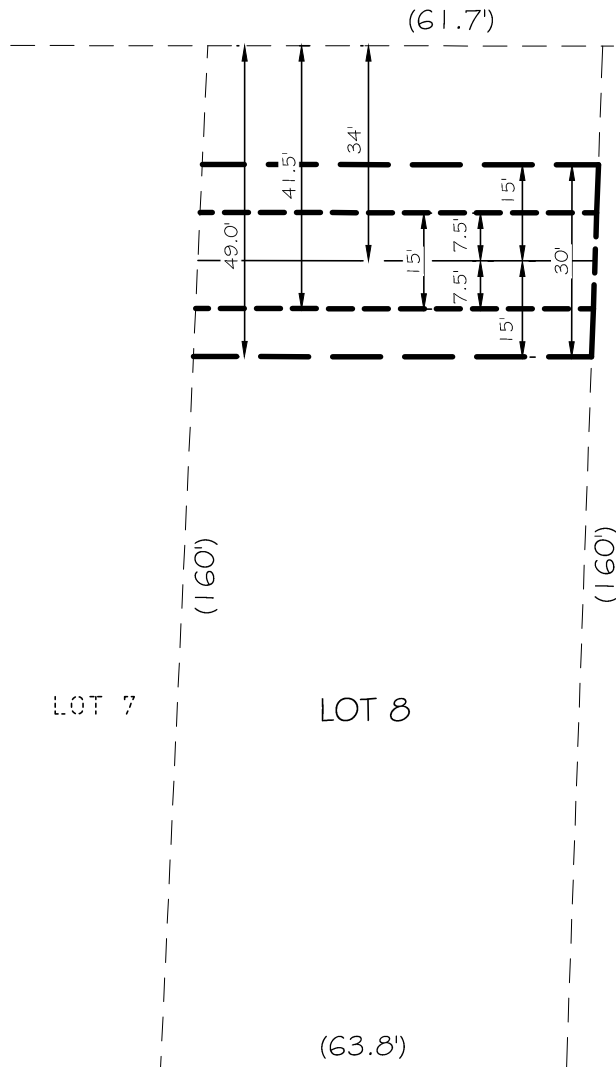
**EXHIBIT A**

**SURVEY ENTITLED “15 FEET WIDE SANITARY SEWER EASEMENT”  
PREPARED BY MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.**

---

## 15 FEET WIDE SANITARY SEWER EASEMENT

A PART OF LOT 8 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



### TEMPORARY CONSTRUCTION EASEMENT

A PART OF LOT 8 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 30' OF EVEN WIDTH OF THE NORTH 49.0' OF SAID LOT 8.

### PERMANENT SANITARY SEWER EASEMENT

A PART OF LOT 8 OF A RESURVEY OF LOTS TWO THROUGH EIGHT OF FERGUSON'S ADDITION TO WASHINGTON BEING PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP-26-NORTH, RANGE-3-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 15' OF EVEN WIDTH OF THE NORTH 41.5' OF SAID LOT 8.

### LEGEND

-----	PERMANENT SANITARY SEWER EASEMENT LINE
- - - - -	TEMPORARY CONSTRUCTION EASEMENT LINE
_____	CENTERLINE OF EASEMENT
- - - - -	ADJACENT PROPERTY LINE
_____	RIGHT-OF-WAY LINE
(63.0')	RECORD DISTANCE



**MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.**  
 5901 N. Prospect Road, Suite 6B  
 Peoria, Illinois 61614  
 www.mohrandkerr.com

Office: (309) 692-8500  
 Fax: (309) 692-8501  
 Professional Design Firm #184.005091

### 15 FEET WIDE SANITARY SEWER EASEMENT

SURVEYED	MKELS
DRAWN	BWR
CHECKED	JEF
SCALE	1" = 30'
DATE	08-03-20

LAWNDALE AVE.

PROJECT NO.	18-240
SHEET 8 OF 8	
DRAWING NO.	8