

377261

EASEMENT

Form 153-14 (3-81)

The undersigned Grantors, for Five Dollars (\$5.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, do hereby grant to ILLINOIS POWER COMPANY, an Illinois corporation, its successors, assigns, and lessees, the perpetual right and easement to construct, operate, repair, maintain, patrol, remove, relocate and reconstruct electric transmission, distribution and communication lines or systems, including poles, anchors, stubs, guys, crossarms, insulators, conductors and other equipment appurtenant thereto on, over and across certain land owned by the Grantors in the County of Morgan, State of Illinois and described as follows:

The West Half of the Southeast Quarter of Section 16, in Township 15 North, and Range 11 West of the Third Principal Meridian, Morgan County, Illinois, except the following described pemises to-wit: Beginning at a point 87 1/2 feet South of a corner stone situated at the Northwest corner of said Half Quarter Section, and running thence East 12 rods, thence South 13 1/3 rods, thence West 12 rods and thence North 13 1/3 rods to the place of beginning, containing 1 acre, and also excepting the following described premises to-wit: Beginning at a stone at the Northwest corner of said Half Quarter Section 45 1/2 feet from the center line of the Wabash Railway, and thence running East on the North line of the West Half of the Southeast Quarter of said Section 16, 450 feet, thence South on a line at right angles to the center line of the Wabash Railway to a point 100 feet South of the center line of said Railway, thence West on a line parallel to and 100 feet from the center line of said Railway to the West line of the West Half of the Southeast Quarter of Section 16, and thence North 54 1/2 feet to the place of beginning, and being subject to highways as now located.

Said Easement to include the North Twenty-five (25) Feet of the above described parcel, the North line of which being the center line of the existing County Road.

This conveyance shall include the right (i) to use adjacent roads, streets and alleys for such purposes, (ii) to have access to said easement for the purposes aforesaid over adjoining lands of the Grantors, and (iii) to cut down and remove, prune and keep pruned, spray and otherwise control the growth of any trees, shrubs, or saplings that interfere or threaten to interfere with any facilities or equipment installed on said easement or that create hazardous conditions.

Grantors reserve the right to make other uses of the land within said easement provided that such uses shall not interfere with the rights and easements hereinbefore granted to Grantee and shall not create hazardous conditions and Grantors shall not plant trees thereon. Grantors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of this State. Any damages to the property of the Grantors caused by the erection, reconstruction, operation, renewal and removal of said line, if the repair thereof or the amount of damages is mutually agreed upon, shall be promptly repaired or paid for by Grantee.

377261

DATED this 27TH day of APRIL, 1987

Fred J. Killam (SEAL)
Fred J. Killam

(SEAL)

Beverly Killam (SEAL)
Beverly Killam

(SEAL)

107152

Sta. to
Sta. to
Plot No. 21

Name: VELMA P. HOWLAND
C

MISC. BOOK 77 PAGE 24

RIGHT OF WAY GRANT FOR RAW WATER TRANSMISSION LINE

That the Grantors, VELMA P. HOWLAND, a widow who has not remarried, and HARRY KILHAM, as tenant

of the County of Morgan and State of Illinois for and in consideration of the sum of One

Dollars (\$ 1.00), in hand paid by CITY OF JACKSONVILLE, and other

good and valuable considerations, receipt whereof is hereby acknowledged, do by these presents, hereby grant, convey and transfer to CITY OF

JACKSONVILLE, ILLINOIS, a Municipal Corporation, hereinafter referred to as the City, a right of way or easement for the purpose of construction,

installation, maintenance and repair of a raw water transmission line or lines over, under and across a tract of land situated in the County of

Morgan and State of Illinois, and described as follows:

All that part of the Southwest Quarter of the Southeast Quarter of Section 17, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, contained in a

strip of land described as follows: Beginning at a point 357.8

feet south of and 117.0 feet west of a stone on the Southwest

corner of Section 28, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, and extending

thence easterly to a stone on the Northwest corner of Section 34, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, and then

thence southerly to a stone on the Southeast corner of Section 34, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, and then

thence westerly to a stone on the Northwest corner of Section 34, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, and then

thence northerly to a stone on the Northeast corner of Section 34, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, and then

thence easterly to a stone on the Southeast corner of Section 34, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, and then

thence southerly to a stone on the Southwest corner of Section 34, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, and then

thence easterly to a stone on the Northeast corner of Section 34, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, and then

thence southerly to a stone on the Southwest corner of Section 34, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, and then

thence easterly to a stone on the Northeast corner of Section 34, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, and then

thence southerly to a stone on the Southwest corner of Section 34, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, and then

thence easterly to a stone on the Northeast corner of Section 34, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, and then

thence southerly to a stone on the Southwest corner of Section 34, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, and then

thence easterly to a stone on the Northeast corner of Section 34, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, and then

thence southerly to a stone on the Southwest corner of Section 34, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, and then

thence easterly to a stone on the Northeast corner of Section 34, Township 15 North, Range 11 West of the Third Principal Meridian, Cook County, Illinois, and then

The City, by the acceptance of the right-of-way or easement hereby granted, hereby agrees as follows:

(1) Said transmission line or lines shall be installed under the surface of the ground on all farming lands at such depth as not to interfere with normal farming operations.

(2) In the installation of the transmission line on all farming lands, City shall cause the existing top soil to be so removed that it can be replaced on the top of the trench after the completion of installation, and to be so replaced.

(3) All fences or tile lines required to be removed in order to make such installation, or any repair or maintenance, shall be removed by the City and replaced in as good condition as the same were prior to such removal. Where fences are removed from premises where livestock is kept at the time of such removal, or is to be kept during the construction and installation of said line, temporary fencing sufficient to restrain all such livestock shall be maintained by the City during the time of construction and installation, and until such removed fences are replaced;

(4) After the installation of the raw water transmission line, said premises will be left clean and as near their original condition as may reasonably be done, including the reseeding of any pasture lands crossed by said transmission line;

Blaine }
COUNTY of Morgan }
185

for said County and State, DO HEREBY CERTIFY THAT Robert C. Gindrey a Notary Public, in and
widow who has not remarried,
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 she signed, sealed and delivered the said instrument
as her free and voluntary act, for the uses and purposes therein set
forth, GIVEN under my hand and Notarial Seal this 17th day of July
A. D., 1954.

STATE of Missouri }
COUNTY of Morgan }
185

for said County and State, DO HEREBY CERTIFY THAT Robert C. Gindrey a Notary Public, in and
Harry Killham, as tenant
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 signed, sealed and delivered the said instrument
as his free and voluntary act, for the uses and purposes therein set forth,
GIVEN under my hand and Notarial Seal this 17th day of July
A. D., 1954.

STATE OF }
COUNTY OF }
185

for said County and State, DO HEREBY CERTIFY THAT a Notary Public, in and

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 she signed, sealed and delivered the said instrument
as her free and voluntary act, for the uses and purposes therein set
forth, GIVEN under my hand and Notarial Seal this day of
A. D., 1954.

NOTARY PUBLIC.

(5) City will promptly pay the reasonable value of any crops
damaged by the installation, repair or maintenance of said raw water
transmission line or lines.

IN WITNESS WHEREOF, the Grantors have hereunto set their
hands and seals this 17th day of July A. D., 1954.

(SEAL) Theresa P. ... (SEAL)
(SEAL) Henry D. ... (SEAL)
(SEAL) _____ (SEAL)
(SEAL) _____ (SEAL)

The foregoing right-of-way or easement grant is hereby accepted by
the City of Jacksonville, Illinois, this 2 day of August
A.D., 1954, pursuant to a resolution of its City Council duly and regularly
passed and adopted on the 2 day of August A. D., 1954.

CITY OF JACKSONVILLE, ILLINOIS,
a Municipal Corporation,
By Edward L. ...
Mayor

ATTEST:
John R. ...
City Clerk.

RIGHT OF WAY EASEMENT

Received of GTE MO, INC. General Telephone Company of Illinois, One Dollar (\$1.00), in consideration of which the undersigned hereby grant unto said Company, its successors and assigns, the right, privilege, easement and authority to construct, operate, patrol and maintain its communication lines including the necessary underground cables, wires, conduits, splicing boxes, surface terminals, markers and appurtenances upon, over, under and across the land hereinafter specifically described, ~~which said land is included in the public highway~~, to form a part of a communication system to be owned and operated by the said Company, its successors and assigns, extending from the lands owned by the said Company and the structures thereon in MORGAN County, Illinois, to other lands and structures located beyond the lands hereinafter described, and upon, over, along, under and across the public roads, streets, or highways on or adjoining said land hereinafter described, together with the right of access to the said land, with the right to permit the attachment of the wires of any other company and the right to trim now and hereafter all brush and trees along the said lines as may be necessary for the installation, operation and maintenance of said lines. The property of the undersigned over which this grant is given and the location of the line or lines to be constructed thereon are described as follows:

REC'D 5/19/87

LAND OWNER: KILLAM, FRED & BEVERLY T.S.N.
LAND DESCRIPTION: W1/4 of SE1/4 SECTION 16, T.8N, R.11W
A Strip of land ONE ROD WIDE, 2340 FEET LONG ;
Contiguous and parallel with, Excluded from, and East of
PUBLIC ROAD (known as T.R.78) RIGHT-OF-WAY;
BEGINNING at NORTH P/L and running continuous South to South P/L
in above described land.

PAGE TWO (2) of THREE (3) PAGES

II. DAMAGE TO LAND or LAND-OWNER PROPERTY, FIELD TILE, FENCE, shall be:

- A. Immediately reported to land-owner .
- B. RETURNED TO original condition within five days of first-time damage
- C. RETURNED TO ORIGINAL CONDITION if damage within ONE ROD STRIP of land is discovered and reported to GTE anytime PRIOR TO THE YEAR-END 1996 (Ten years from start of work by GTE) within 30 DAYS of giving such discovery-notice to GTE Jacksonville Office.
- D. At no cost to Land-owner.

III. Land-owner shall be held harmless for damage and disturbance to G.T.E. Property, including existing and future Telephone Cables, boxes, ect. in the Land-Owners future use of this Strip of Land.

11. -E- ANY DAMAGES OCCURRING AS A RESULT OF THE PLACING OF SAID CABLE EVEN THOUGH OUTSIDE THE EASEMENT AREA WILL BE COVERED BY THIS AGREEMENT WITHIN THE NEXT 10 YEARS.

This easement is granted with the provision that GTE MO, INC. General Telephone Company of Illinois will pay for actual crop damage based upon the kind of crop at the current sealed or market price at the time of the damage.

Witness my hand and seal this 13th day of MAY, A.D. 19 87

384264 MORGAN COUNTY ILLINOIS FILED FOR RECORD DRAWN BY CAND
SEAL Fred Killam SEAL
SEAL Beverly Killam SEAL
SEAL
SEAL

1988 APR 19 AM 9:31
STATE OF ILLINOIS
COUNTY OF BY: *[Signature]* ss.

I, _____, a Notary Public in and for said County and State, do hereby certify that _____ personally known to me and to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth. Given under my hand and notarial seal this _____ day of _____ A.D. 19 _____

Grantor's Address _____
Town _____ Zip Code _____
Howard L. DeGrand
Notary Public

Exchange No. _____ Instrument Prepared By Name and Address: HANK GLOODT, JACKSONVILLE

Easement No. _____ Lead No. TR-402

RIGHT OF WAY EASEMENT

GTE MTO INC

Received of General Telephone Company of Illinois, One Dollar (\$1.00), in consideration of which the undersigned hereby grant unto said Company, its successors and assigns, the right, privilege, easement and authority to construct, operate, patrol and maintain its communication lines including the necessary underground cables, wires, conduits, splicing boxes, surface terminals, markers and appurtenances upon, over, under and across the land hereinafter specifically described, which said land is included in the public highway, to form a part of a communication system to be owned and operated by the said Company, its successors and assigns, extending from the lands owned by the said Company and the structures thereon in MOORE County, Illinois, to other lands and structures located beyond the lands hereinafter described, and upon, over, along, under and across the public roads, streets, or highways on or adjoining said land hereinafter described, together with the right of access to the said land, with the right to permit the attachment of the wires of any other company and the right to trim now and hereafter all brush and trees along the said lines as may be necessary for the installation, operation and maintenance of said lines. The property of the undersigned over which this grant is given and the location of the line or lines to be constructed thereon are described as follows:

LAND OWNER: KILLAM, FRED & BEVERLY
LAND DESCRIPTION: W1/4 of SE1/4 SECTION 16, T16N, R11W
A Strip of land ONE ROD WIDE, 2340 FEET LONG:
Contiguous and parallel with, Excluded from, and East of
PUBLIC ROAD (known as T.R. 78) - RIGHT-OF-WAY;
BEGINNING at NORTH P/L and running continuous South to South P/L
in above described land.

Continued from Page 2 THIS IS PAGE THREE (3) of Three (3) Pages

- IV. WET-LAND STOP WORK IN PROGRESS VERBAL NOTICE may be given anytime by Land owner to GTE or HEAVY CONSTRUCTION EQUIPMENT OPERATOR when Weather conditions or Land Surface be not useable at that time, as determined by the Land-owner. ALL MOVEMENT of HEAVY CONSTRUCTION EQUIPMENT on this ONE ROD STRIP of Land shall become motionless, within 30 Minutes of said STOP WORK VERBAL NOTICE.
- V. Land Owner may in the future use this land for uses other than farming. With proper notice G.T.E. will vacate this Strip of Land.
- VI. Donot enter land the day of Rain and Four days following or if frost is in the ground.
- VII. Notify Four days before entering land, the Land-owner. 217/ 245-5787.

This easement is granted with the provision that General Telephone Company of Illinois will pay for actual crop damage based upon the kind of crop at the current sealed or market price at the time of the damage.

Witness MY hand and seal this 13th day of MAY A.D. 19 87

384265 MOORE COUNTY ILLINOIS FILED FOR RECORD DRAWER _____ SEAL

1988 APR 19 AM 9:33

STATE OF ILLINOIS COUNTY OF MOORE BY: Howard L. McGroot Notary Public

Howard L. McGroot, a Notary Public in and for said County and State, do hereby certify that FRED J. & BEVERLY KILLAM personally known to me and to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as free and voluntary act, for the use and purposes therein set forth. Given under my hand and notarial seal this 13th day of MAY A.D. 19 87

Grantor's Address RR #1
Town JACKSONVILLE, ILL Zip Code 62650

Howard L. McGroot Notary Public



* 5 7 2 1 2 0 4 *

572120

BARBARA J. GROSS
RECORDER
MORGAN COUNTY, IL
RECORDED ON
08/28/2009 03:18:48PM

REC FEE:43.00
RHSP: 10.00
PAGES: 4

Prepared by:
Bellatti, Barton,
Hamill & Cochran, LLC
Suite A
944 Clock Tower Drive
Springfield, IL 62704

Return to:
Bellatti, Barton,
Hamill & Cochran, LLC
Suite A
944 Clock Tower Drive
Springfield, IL 62704

WATER LINE EASEMENT

The Grantor, Karen Kaufmann, of Chesterfield, Missouri and William Killam, of Lake Forest, Illinois, not individually but as co-trustees of the Fred J. Killam 1996 Trust, for and in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, in-hand paid, hereby convey and grant to Grantee, Road District No. 6, Morgan County, Illinois, its successors and assigns, a perpetual Easement to maintain, repair and replace an underground water line over, across, through and under that portion of the following described real estate where the existing water line is located ("Parcel 1"):

The West Half (W ½) of the Southeast Quarter (SE ¼) of Section Sixteen (16, Township Fifteen (15) North, Range Eleven (11) West of the Third Principal Meridian, Morgan County, Illinois, except the following described tract:

Beginning at a point 87 1/2 feet South of a corner stone situated at the Northwest corner of said Half Quarter Section, and running thence East 12 rods, thence South 13 1/3 rods, thence West 12 rods and thence North 13 1/3 rods to the place of beginning, containing 1 acre;

And further except that part located north and west of the centerline of the township road which crosses said West Half.

This Easement runs with the land and shall be appurtenant to and for the benefit of the Grantee, its successors and assigns, in connection with the following described real estate ("Parcel 2"):

All that part of the West Half of the Southeast Quarter of Section 16, Township 15 North, Range 11 West of the Third Principal Meridian, Morgan County, Illinois, located north and west of the centerline of the township road which

crosses said West Half, except the following described that: Beginning at a stone at the Northwest corner of said Half Quarter Section 45 1/2 feet from the center line of the Wabash Railway, and thence running East on the North line of the West Half of the Southeast Quarter of said Section 16, 450 feet, thence South on a line at right angles to the center line of the Wabash Railway to a point 100 feet South of the center line of said Railway, thence West on a line parallel to and 100 feet from the centerline of said Railway, to the West line of the West Half of the Southeast Quarter of Section 16, and thence North 54 1/2 feet to the place of beginning.

It is expressly covenanted and agreed between Grantor and Grantee herein, as covenants running with Parcel 1 and Parcel 2 and binding on the Grantee, its successors and assigns, as follows:

1. Grantee, for itself, and its successors and assigns, agrees to assume all responsibility and cost for the use, maintenance, repair and replacement of the water line.
2. Grantee, for itself and its successors and assigns, agrees to maintain the water line at its sole risk and expense.
3. Grantee, for itself and its successors and assigns, agrees to make all reasonable efforts to preserve during any repair, maintenance or replacement activities in or about the water line, any trees, shrubbery, crops or other growing plants upon Parcel 1. In the event the surface, trees, shrubbery or crops on Parcel 1 are disturbed by the exercise of Grantee of any rights granted hereunder, Grantee shall restore the surface or any part of the property to its grade, reestablish grass by seeding in any areas used as lawn and replace any trees or shrubbery removed or damaged by such activity. Further, Grantee agrees to pay to Grantor, their successors and assigns, the value of any crops damaged or removed as a result of Grantee's maintenance, repair or replacement activities in regard to the water line.
5. Grantee, for itself and its successors and assigns, agrees to release, relieve, indemnify, save and hold harmless Grantor, their successors and assigns, of and from any and all liabilities, claims, rights, obligations, charges, demands, costs, expenses, attorneys' fees, suits and actions, of any and every kind, nature and character, known and unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, enforceable under any local, state or federal common law, constitution, statute, regulation, ordinance or order, which may



589590

JILL S WAGGENER
RECORDER
MORGAN COUNTY, IL
RECORDED ON
05/25/2012 10:33:51AM

REC FEE:44.00
RHSP: 10.00
PAGES: 5

PLEASE DO NOT PUBLISH

Prepared by:
Bellatti, Barton &
Cochran, LLC
944 Clock Tower Drive
Suite A
Springfield, IL 62704

Return to:
Bellatti, Barton &
Cochran, LLC
944 Clock Tower Drive
Suite A
Springfield, IL 62704

RETURN TO

TRUSTEE'S DEED

The Grantor, Karen Kaufmann, of Chesterfield, St. Louis County, Missouri and William Killam, of Lake Forest, Lake County, Illinois, not individually but as co-trustees of the Fred J. Killam 1996 Trust, for and in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants, bargains, sells and conveys to the following Grantees:

- (1) Karen Kaufmann, of Chesterfield, St. Louis County, Missouri, not individually, but as trustee of the Karen Kaufmann Exemption Trust created under paragraph 7 of the Fred J. Killam 1996 Trust as to an undivided one-half (½) interest; and
- (2) William Killam, of Lake Forest, Lake County, Illinois, not individually, but as trustee of the William Killam Exemption Trust created under paragraph 7 of the Fred J. Killam 1996 Trust as to an undivided one-half (½) interest;

the following described real estate:

See Exhibit A attached hereto and made a part hereof.

Subject to:

- (1) restrictions, covenants, and reservations of record, if any;
- (2) coal, oil, gas and other mineral exceptions and reservations heretofore of record, if any;
- (3) real estate taxes and special assessments for the year 2011 and thereafter;

- (4) zoning ordinances and county ordinances;
- (5) right of way for roads, highways, utilities, drainage and drainage districts, if any; and
- (6) easements of record and in place, if any.

This deed is executed pursuant to and in exercise of the powers and authority granted to and vested in the trustees and in accordance with the terms and provisions of said trust.

In Witness Whereof, Karen Kaufmann and William Killam, as co-trustees as aforesaid, have caused their names to be hereunto affixed, and this instrument to be executed this 2nd day of January, 2012.

Karen K. Kaufmann
 Karen Kaufmann as trustee as aforesaid

William J. Killam
 William Killam, as trustee as aforesaid

STATE OF ILLINOIS)
) SS.
 COUNTY OF SANGAMON)

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY, that Karen Kaufmann and William Killam, not individually but as co-trustees of the Fred J. Killam 1996 Trust, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as trustees as aforesaid for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of January, 2012.

Michael G. Barton
 Notary Public



Exempt under provisions of Paragraph (e), Section 4, Real Estate Transfer Tax Act.

1-2-2012 Michael G. Barton
 Date Buyer, Seller or Representative

Grantees' Address:
 c/o Karen Kaufmann, trustee
 719 Kraffel Lane
 Chesterfield, MO 63017

Mail Tax Statement to:
 Karen Kaufmann, trustee
 719 Kraffel Lane
 Chesterfield, MO 63017

EXHIBIT A

Tract 1

Lot Two (2) being the West Half of the Northeast Quarter of Section Sixteen (16), and the East Half of the East Half of the Northwest Quarter of Section Sixteen (16), all in Township Fifteen (15) North, Range Eleven (11) West of the Third Principal Meridian, Morgan County, Illinois, excepting therefrom the following described premises:

Commencing at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 16, thence South 0°00'00" East 308.20 feet along the East line of the Northwest Quarter of the Northeast Quarter of said Section 16 to the point of beginning; thence continuing South 0°00'00" East 760.75 feet along the East line of the Northwest Quarter of the Northeast Quarter of said Section 16; thence North 89°46'00" West 296.60 feet along an existing fence line to an existing corner fence post; thence North 2°35'25" West 166.00 feet along an existing fence line to an existing corner fence post; thence North 89°20'15" West 641.60 feet along an existing fence line; thence North 0°02'40" East 517.85 feet; thence North 78°10'00" East 86.55 feet to an existing corner fence post; thence North 86°37'35" East 862.05 feet along an existing fence line to the point of beginning, containing 13.36 acres more or less.

Tax I.D. 08-16-200-004

Tract 2

The West Half of the Southeast Quarter of Section 16, Township 15 North, Range 11 West of the Third Principal Meridian, Morgan County, Illinois, except the following described premises to-wit:

- 1) Beginning at a point 87 1/2 feet South of a corner stone situated at the Northwest corner of said Half Quarter Section, and running thence East 12 rods, thence South 13 1/3 rods, thence West 12 rods and thence North 13 1/3 rods to the place of beginning, containing 1 acre; and
- 2) All that part located North and West of the centerline of the township road which crosses said West Half.

Tax I.D. 08-16-400-000

Tract 3

The East Half of the Southwest Quarter of Section 22, Township 15 North, Range 11 West of the Third Principal Meridian, Morgan County, Illinois.

Tax I.D. 08-22-300-002

Tract 4

The North Half of the following described real estate:

The East Half of the Southeast Quarter of Section 22; and the East Half of the Northeast Quarter of Section 27, except 96 1/4 rods off of the South end thereof; all in Township 15 North and Range 11 West of the Third Principal Meridian, Morgan County, Illinois.

Tax I.D. 08-22-400-003

Tract 5

All that part of the West Half of the West Half of Section 3, in Township 14 North and Range 10 West of the Third Principal Meridian, Morgan County, Illinois, lying North of F.A. Route 408 and West of the Southbrooke Subdivision, excepting, however, the following tracts, to-wit:

- 1) Beginning at a point on the North line of the Northwest Quarter of said Section 3, said point being 718 feet East of the Northwest corner of said Section 3, thence North 90°00'00" East along the North line of Section 3 a distance of 314 feet, thence South 0°21'33" East parallel with the West line of Section 3 a distance of 261 feet, thence North 90°00'00" West a distance of 314 feet, thence North 0°21'33" West a distance of 261 feet to the point of beginning; and
- 2) Commencing at the Northwest corner of said Section 3, thence North 90°00'00" East along the North line of said Section 3 a distance of 848 feet, thence South 00°21'33" East parallel with the West line of said Section 3 a distance of 261 feet to the true point of beginning, thence continuing South 00°21'33" East 100 feet, thence North 90°00'00" West 200 feet, thence North 00°021'33" West 100 feet, thence North 90°00'00" East 200 feet to the true point of beginning; and
- 3) Commencing at the Northwest corner of said Section 3, thence East along the North line of said Section 3 a distance of 648 feet to the point of beginning, thence continuing East along the North line of said Section 3 a distance of 70

feet, thence South 0°21'33" East parallel with the West line of said Section 3 a distance of 261 feet, thence North 90°00'00" West a distance of 70 feet, thence North 0°21'33" West a distance of 261 feet to the point of beginning.

Tax I.D. 13-03-100-007

Tract 6

Seventy-five (75) percent of the mineral rights in the following described property:

49.48 acres off of the East end of Lot 3, in the Northeast Quarter of Section 4, Township 15 North, Range 11 West of the Third Principal Meridian, Morgan County, Illinois, said tract also being described as commencing at the Northeast corner of said Lot 3 and running then West 65 rods, thence South to the South line of said Lot 3, thence East 65 rods, and thence North to the point of beginning.





572120

BARBARA J. GROSS
RECORDER
MORGAN COUNTY, IL
RECORDED ON

08/28/2009 03:18:48PM

REC FEE:43.00
RHSP: 10.00
PAGES: 4

Prepared by:
Bellatti, Barton,
Hamill & Cochran, LLC
Suite A
944 Clock Tower Drive
Springfield, IL 62704

Return to:
Bellatti, Barton,
Hamill & Cochran, LLC
Suite A
944 Clock Tower Drive
Springfield, IL 62704

WATER LINE EASEMENT

The Grantor, Karen Kaufmann, of Chesterfield, Missouri and William Killam, of Lake Forest, Illinois, not individually but as co-trustees of the Fred J. Killam 1996 Trust, for and in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, in-hand paid, hereby convey and grant to Grantee, Road District No. 6, Morgan County, Illinois, its successors and assigns, a perpetual Easement to maintain, repair and replace an underground water line over, across, through and under that portion of the following described real estate where the existing water line is located ("Parcel 1"):

The West Half (W ½) of the Southeast Quarter (SE ¼) of Section Sixteen (16, Township Fifteen (15) North, Range Eleven (11) West of the Third Principal Meridian, Morgan County, Illinois, except the following described tract:

Beginning at a point 87 1/2 feet South of a corner stone situated at the Northwest corner of said Half Quarter Section, and running thence East 12 rods, thence South 13 1/3 rods, thence West 12 rods and thence North 13 1/3 rods to the place of beginning, containing 1 acre;

And further except that part located north and west of the centerline of the township road which crosses said West Half.

This Easement runs with the land and shall be appurtenant to and for the benefit of the Grantee, its successors and assigns, in connection with the following described real estate ("Parcel 2"):

All that part of the West Half of the Southeast Quarter of Section 16, Township 15 North, Range 11 West of the Third Principal Meridian, Morgan County, Illinois, located north and west of the centerline of the township road which

crosses said West Half, except the following described that: Beginning at a stone at the Northwest corner of said Half Quarter Section 45 1/2 feet from the center line of the Wabash Railway, and thence running East on the North line of the West Half of the Southeast Quarter of said Section 16, 450 feet, thence South on a line at right angles to the center line of the Wabash Railway to a point 100 feet South of the center line of said Railway, thence West on a line parallel to and 100 feet from the centerline of said Railway, to the West line of the West Half of the Southeast Quarter of Section 16, and thence North 54 1/2 feet to the place of beginning.

It is expressly covenanted and agreed between Grantor and Grantee herein, as covenants running with Parcel 1 and Parcel 2 and binding on the Grantee, its successors and assigns, as follows:

1. Grantee, for itself, and its successors and assigns, agrees to assume all responsibility and cost for the use, maintenance, repair and replacement of the water line.

2. Grantee, for itself and its successors and assigns, agrees to maintain the water line at its sole risk and expense.

3. Grantee, for itself and its successors and assigns, agrees to make all reasonable efforts to preserve during any repair, maintenance or replacement activities in or about the water line, any trees, shrubbery, crops or other growing plants upon Parcel 1. In the event the surface, trees, shrubbery or crops on Parcel 1 are disturbed by the exercise of Grantee of any rights granted hereunder, Grantee shall restore the surface or any part of the property to its grade, reestablish grass by seeding in any areas used as lawn and replace any trees or shrubbery removed or damaged by such activity. Further, Grantee agrees to pay to Grantor, their successors and assigns, the value of any crops damaged or removed as a result of Grantee's maintenance, repair or replacement activities in regard to the water line.

5. Grantee, for itself and its successors and assigns, agrees to release, relieve, indemnify, save and hold harmless Grantor, their successors and assigns, of and from any and all liabilities, claims, rights, obligations, charges, demands, costs, expenses, attorneys' fees, suits and actions, of any and every kind, nature and character, known and unknown, liquidated or unliquidated, absolute or contingent, in law or in equity, enforceable under any local, state or federal common law, constitution, statute, regulation, ordinance or order, which may

STATE OF ILLINOIS)
)SS.
COUNTY OF MORGAN)

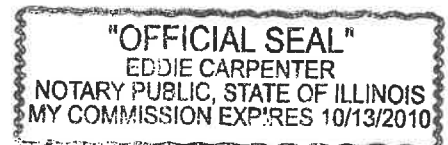
The undersigned, a Notary Public in and for the County, in the State aforesaid, DO HEREBY CERTIFY that Roger Ore, personally known to me to be the Highway Commissioner of the Road District No. 6, Morgan County, Illinois and personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such Highway Commissioner, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Highway Commissioner and as the free and voluntary act of said Road District for the uses and purposes therein set forth, and on his oath stated that he was duly authorized to execute said instrument.

Given under my hand and notarial seal this 28th day of August, 2009.

Eddie Carpenter

Exempt under provisions of Paragraph e,
Section 4, Real Estate Transfer Tax Act.

8-25-2009 Michael O. Baker
Date Buyer, Seller or Representative



621051

Jill Waggener
RECORDER
Morgan COUNTY, IL
RECORDED ON
03/27/2018 2:38:49 PM

REC FEE: 49.00
RHSP: \$0.00
PAGES: 7

**NOTICE THAT PROPERTY IS INELIGIBLE TO RECEIVE WATER
SERVICE FROM NORTH MORGAN WATER COOP**

This Instrument Prepared By/Return to:
Rammelkamp Bradney, P.C.
Bradley W. Wilson
232 West State Street, P.O. Box 550
Jacksonville, Illinois 62651



RETURN TO

Parcel Number: 08-16-400-006

**MORGAN COUNTY
RECORDER
OF DEEDS**

**NOTICE THAT PROPERTY IS INELIGIBLE TO RECEIVE WATER
SERVICE FROM NORTH MORGAN WATER COOP**

The real estate described on the attached easement is not eligible to receive water service from the North Morgan Water Coop at this time. The North Morgan Water Coop requested an easement to install a water transmission line across this real estate in order to provide water service to residents and landowners in the area of this property. The owner(s) of this real estate refused or failed to provide an easement to allow installation of the water transmission line.

The real estate described on the attached easement is not eligible to receive water service from the North Morgan Water Coop unless the owner of the real estate complies with the following North Morgan Water Coop Resolution 2005-1 that applies to real estate where the current owner requests water service and the current or prior owner failed or refused to allow the installation of a water transmission line across the property:

If a water transmission line is not on a landowner's property because the Cooperative was unable to obtain an easement for the water transmission line from the current or former landowner, the landowner requesting service shall be required to pay the Cooperative an amount up to the costs previously incurred to avoid the property, and the cost of extending water service to the subject real estate.

The real estate described on the attached easement is not eligible to receive water service from the North Morgan Water Coop unless the owner of the real estate reimburses the North Morgan Water Coop for the cost that it incurred to avoid landowner's property. This amount is Four-Thousand Three-hundred Thirty-two Dollars and Ninety-three Cents (\$4,332.93).

In WITNESS WHEREOF, we hereby fix our hands and Company seal of the North Morgan Water Coop this 2nd day of March 2018.

NORTH MORGAN WATER COOP



President



Secretary

UTILITY EASEMENT

MORGAN COUNTY RECORDER OF DEEDS

KNOW ALL MEN BY THESE PRESENTS: In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to William Killam and Karen Kaufmann, as Successor Co-Trustees of the Fred J. Killam 1996 Trust (hereinafter "Grantor"), by the NORTH MORGAN WATER COOP, an Illinois not for profit corporation (hereinafter "Grantee"), the adequacy and receipt of which is hereby acknowledged by Grantor, the parties hereto do hereby covenant and agree as follows:

1. Permanent Easement: The Grantor does hereby grant, bargain, sell, transfer, and convey to Grantee, the NORTH MORGAN WATER COOP, a permanent and perpetual construction, operating, repair, and maintenance easement and right of way to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a water transmission line and all other related equipment and apparatus, over, across and through the real estate described in the legal description attached hereto and labeled "Permanent Easement".

2. Temporary Easement: The Grantor does hereby grant, bargain, sell, transfer, and convey to Grantee, the NORTH MORGAN WATER COOP, a temporary construction easement for the purpose of constructing and installing said water transmission line and all other related equipment and apparatus over, across and through the real estate described in the legal description attached hereto and labeled "Temporary Easement".

This Temporary Easement shall terminate upon the completion of construction of said water transmission system by Grantee.

3. Ingress and Egress: Grantor hereby grants and agrees that NORTH MORGAN WATER COOP, its officers, agents or employees shall have a perpetual right of ingress and egress at any and all times, when reasonably necessary or convenient to do so, over and upon the above-described lands, and any other adjacent lands owned by Grantor as may be reasonably required in order to perform the acts authorized under this easement. NORTH MORGAN WATER COOP agrees that access to the water line across Landowner's property for maintenance or repairs will be via the shortest and most direct route utilizing the public road, to the extent practical.

4. Condition of Terrain: Upon completion of any installation or repair of water line or related equipment by Grantee, NORTH MORGAN WATER COOP, or its agents, will return the surface area of the site, as nearly as possible, to its original

Karen Kaufmann, as Trustee

ACKNOWLEDGMENT

State of Illinois)
) SS:
County of _____)

I, the undersigned, a Notary Public, do hereby certify that Karen Kaufmann,
as Successor Co-Trustee of the Fred J. Killam 1996 Trust 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 she signed, sealed and delivered
the said instrument as her free and voluntary act, for the uses and purposes therein set
forth.

Given under my hand and official seal this _____ day of _____
_____, A.D., 2012.

Notary Public

EXHIBIT A

Tract# 1a-158

**WILLIAM KILLAM AND KAREN KAUFMANN, SUCCESSOR CO-TRUSTEES
OF THE FRED J. KILLAM 1996 TRUST**

Parcel Number: 08-16-400-006

TEMPORARY EASEMENT

The South Seventy-Five (75) feet of the following described property lying North of, adjacent to, and parallel with the centerline of the public road known as Liberty Road; and also, the West Seventy (70) feet of said described property lying East of, adjacent to, and parallel with the centerline of the public road known as Markham Road:

The West Half (W ½) of the Southeast Quarter (SE ¼) of Section Sixteen (16), in Township Fifteen (15) North, and Range Eleven (11) West of the Third Principal Meridian, Morgan County, Illinois, except the following described premises to-wit: Beginning at a point 87 ½ feet South of a corner stone situated at the Northwest corner of said Half Quarter Section, and running thence East 12 rods, thence South 13 1/3 rods, thence West 12 rods and thence North 13 1/3 rods to the place of beginning, containing 1 acre, and also excepting the following described premises to-wit: Beginning at a stone at the Northwest corner of said Half Quarter Section 45 ½ feet from the center line of the Wabash Railway, and thence running East on the North line of the West Half of the Southeast Quarter of said Section 16, 450 feet, thence South on a line at right angles to the center line of the Wabash Railway to a point 100 feet South of the center line of said Railway, thence West on a line parallel to and 100 feet from the center line of said Railway to the West line of the West Half of the Southeast Quarter of Section 16, and thence North 54 ½ feet to the place of beginning.

PERMANENT EASEMENT

The South Sixty-Five (65) feet of the following described property lying North of, adjacent to, and parallel with the centerline of the public road known as Liberty Road; and also, the West Fifty (50) feet of said described property lying East of, adjacent to, and parallel with the centerline of the public road known as Markham Road:

The West Half (W ½) of the Southeast Quarter (SE ¼) of Section Sixteen (16), in Township Fifteen (15) North, and Range Eleven (11) West of the Third Principal Meridian, Morgan County, Illinois, except the following described premises to-wit:

Beginning at a point $87 \frac{1}{2}$ feet South of a corner stone situated at the Northwest corner of said Half Quarter Section, and running thence East 12 rods, thence South $13 \frac{1}{3}$ rods, thence West 12 rods and thence North $13 \frac{1}{3}$ rods to the place of beginning, containing 1 acre, and also excepting the following described premises to-wit: Beginning at a stone at the Northwest corner of said Half Quarter Section $45 \frac{1}{2}$ feet from the center line of the Wabash Railway, and thence running East on the North line of the West Half of the Southeast Quarter of said Section 16, 450 feet, thence South on a line at right angles to the center line of the Wabash Railway to a point 100 feet South of the center line of said Railway, thence West on a line parallel to and 100 feet from the center line of said Railway to the West line of the West Half of the Southeast Quarter of Section 16, and thence North $54 \frac{1}{2}$ feet to the place of beginning.

and described as follows: The West half of the North West quarter of Section 3 in Township 14 North and Range 10 West of the Third Principal Meridian, together with any lands contiguous thereto now owned or hereafter acquired by Grantor(s) affecting the right of way of said electric line; together with the right of ingress to and egress from such lands over lands of Grantor(s) for, and the right to trim or remove such trees, branches, shrubs, bushes and other obstacles as may interfere with, the safe, proper and expeditious erection, reconstruction, operation and maintenance under varying conditions of operation, renewal and removal of said line or any part thereof. Not more than six towers or poles or pole structures of said line shall be located on said property of Grantor(s).

Grantee, Illinois Iowa Power Company shall repair any damage to property of Grantor(s), or pay any substantial damages which may be caused to property of Grantor(s) by the erection, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said line, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor(s) and Grantee their heirs or successors assigns or lessees and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

Subject to the foregoing this grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand and seal of the Grantor(s) this 19th day of May, 1937.

WITNESSED BY:

Robert C. Reid

Ralph B. Reynolds (SEAL)

Accepted:

Illinois Iowa Power Company

BY J. E. Johnson
Vice President.

STATE OF ILLINOIS)
)SS.
COUNTY OF MORGAN)

I, Homer M. Rowland, do hereby certify that Ralph B. Reynolds (Widower) personally known to me to be the same person whose name is (or are) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 19th day of May, A. D. 1937.

My commission Expires May 28, 1940.

Homer M. Rowland
NOTARY PUBLIC.

(Notarial Seal)

CONSENT TO EASEMENT *m.k.* Loan No. 75411

WHEREAS, on the fourth day of October, 1917, Ralph B. Reynolds and Clara B. Reynolds, his wife, of the County of Morgan and State of Illinois, duly executed to The Northwestern Mutual Life Insurance Company of Milwaukee, Wisconsin, a corporation duly organized and existing under the laws of Wisconsin, a mortgage to secure the payment to said Company of the sum of Twenty thousand dollars which said mortgage was filed for record on the sixteenth day of October, 1917 and recorded in the office of the Recorder of the County of Morgan in the State of Illinois in Volume 32 of Mortgages, on page 118 and which mortgage covered with other property, the premises hereinafter described, and

WHEREAS, the said Insurance Company has been requested to consent to an easement for electrical transmission purposes over and across the property hereinafter described;

Now Therefore, for value received the said The Northwestern Mutual Life Insurance Company does hereby consent to said easement over and across the following portion only of said mortgaged premises in the County of Morgan and State of Illinois, to-wit:

185

Misc. Drawet No. 1 Card No. 643 71-1144

Form 690

Received of General Telephone Company of Illinois, One Dollar (\$1.00), in consideration of which the undersigned hereby grant unto said Company, its successors and assigns, the right, privilege, easement and authority to construct, operate, patrol and maintain its communication lines including the necessary underground cables, wires, conduits, splicing boxes, surface terminals, markers and appurtenances upon, over and across the land hereinafter specifically described, to form a part of a communication system to be owned and operated by the said Company, its successors and assigns, extending from the lands owned by the said Company and the structures thereon in Marquette County, Illinois, to other lands and structures located beyond the lands hereinafter described, and upon, along, under and across the roads, streets or highways on or adjoining said land hereinafter described, together with the right of access to the said land, with the right to permit the attachment of the wires of any other Company and the right to trim now and hereafter all brush and trees along the said lines as may be necessary for the installation, operation and maintenance of said lines. The property of the undersigned over which this grant is given and the location of the line or lines to be constructed thereon are described as follows: The above mentioned facilities are to be placed on road right of way bordering the following described property and in an area no more than 100 South of and parallel to the South road right of way line on lands described as follows:

The W^h of The Hwy see 3 T 14 N R 10 W
ANY damage done to yard. To be repaired at Gen. Tel. exp^{se}

The General Telephone Company shall be responsible for damage done to crops, tiles and fences caused by the placing, future placing and maintenance of said facilities.

Witness My hand and seal this 11 day of Sept 1971 A. D. 1971

STATE OF ILLINOIS)
COUNTY OF Marquette) ss.

Albert E. Jackson)
Charles R. Jackson)
Taylor)

Notary Public in and for said County and State, do hereby certify

personally known to me and to be the same person, whose name is

signed, sealed and delivered the said instrument as he free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11 day of Sept 1971 A. D. 1971

Jacksonville 11e/67108 Albert E. Jackson Notary Public

State of Illinois }
County of Morgan } No. 180499

I hereby certify that this instrument was
read for record.

FEB 18 1971

At 10:41 A.M. and recorded in drawer
of the Clerk's Office of the County of Morgan, Illinois.

Louise Coyle
Recorder



EASEMENT

The undersigned Grantors, for Five Dollars (\$5.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, do hereby grant to ILLINOIS POWER COMPANY, an Illinois corporation, its successors, assigns, and lessees, the perpetual right and easement to construct, operate, repair, maintain, patrol, remove, relocate and reconstruct electric transmission, distribution and communication lines or systems, including poles, anchors, stubs, guys, crossarms, insulators, conductors and other equipment appurtenant thereto on, over and across certain land owned by the Grantors in the County of Morgan, State of Illinois and described as follows: Tract I:

All of that Part of the West Half of the West Half of Section Three (3) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, lying North of F. A. 408, excepting, however, the following portion, to-wit:

Beginning at a point on the North line of the Northwest Quarter of Section 3 in Township 14 North and Range 10 West of the Third Principal Meridian, said point being 718 feet East of the Northwest corner of said Section 3, thence North 90 degrees 00' 00" East along the North line of Section 3 a distance of 314 feet, thence South 0 degrees 21' 33" East parallel with the West line of Section 3 a distance of 261 feet, thence North 90 degrees 00' 00" West a distance of 314 feet, thence North 0 degrees 21' 33" West a distance of 261 feet to the point of beginning;

Also excepting Lots One (1) to Five (5), both inclusive, in Country South Subdivision, situated in Section Three (3) in Township Fourteen (14) North and Range Ten (10) West of the Third Principal Meridian, all subject to easements of record, and all being situated in the County of Morgan and State of Illinois.

Said easement to be a Ten (10) Foot Strip of land, the centerline location being described as follows: Commencing at a point on the North line of Section 3, said point being 713' East of the Northwest corner of said Section 3, thence running South 0 degrees 21' 33" East parallel with the West line of Section 3 a distance of 261 feet all being situated on the above described property.

This conveyance shall include the right (i) to use adjacent roads, streets and alleys for such purposes, (ii) to have access to said easement for the purposes aforesaid over adjoining lands of the Grantors, and (iii) to cut down and remove, prune and keep pruned, spray and otherwise control the growth of any trees, shrubs, or saplings that interfere or threaten to interfere with any facilities or equipment installed on said easement or that create hazardous conditions.

Grantors reserve the right to make other uses of the land within said easement provided that such uses shall not interfere with the rights and easements hereinbefore granted to Grantee and shall not create hazardous conditions and Grantors shall not plant trees thereon. Grantors hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of this State. Any damages to the property of the Grantors caused by the erection, reconstruction, operation, renewal and removal of said line, if the repair thereof or the amount of damages is mutually agreed upon, shall be promptly repaired or paid for by Grantee.

DATED this 5th day of OCTOBER, 1981.

O. Robert Freesen (SEAL)
Freese, Inc. President

J. Craig Peunty (SEAL)
Secretary

Red (SEAL)

241151

MORGAN COUNTY, ILLINOIS
FILED FOR RECORD
MUSE GRANT 4... 1309

1981 NOV 18 AM 10:58

ACCEPTED:
ILLINOIS POWER COMPANY

By P. Smith
Assistant Real Estate Agent

Real Estate Specialist

The undersigned, tenant in possession of the land described in the foregoing instrument, in consideration of the payments to Lessors of the sum first stated therein, hereby adopts and joins in the execution of same and consents to the enjoyment by the Grantee therein of the rights therein vested in Lessee.