

FILE EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Arnold Eilers and Darlene Eilers, each in his and her own right and as spouse of the other party, for a good and valuable consideration, the receipt whereof is hereby acknowledged, hereby Grant to L. G. F., Inc., an Illinois Corporation and to its successors in title, the right to enter upon the real estate of the undersigned, situated in the County of Adams, State of Illinois, and more particularly described as follows:

The East One-half of the Northeast Quarter of Section Nine (9), Township Two (2) North of the Base Line, Range Five (5) West of the Fourth Principal Meridian,

for the exclusive purpose of constructing, operating, repairing, maintaining and replacing on the above-described real estate, the tiled drain to be located as shown on a sketch attached hereto and made a part hereof, for the benefit of the real estate of the Grantee, situated in the County of Adams, State of Illinois, and more particularly described as follows:

The East One-half of the Southeast Quarter of Section Nine (9), except the North three-fourths of an acre thereof, all in Township Two (2) North of the Base Line, Range Five (5) West of the Fourth Principal Meridian.

TO HAVE AND TO HOLD the Easement and to the Grantee, its successors and assigns forever, and the Grantee, its employees, agents, assigns and lessees shall at all times have free access to and egress from and over the real estate of the Grantor for the purposes of construction, repairing, maintaining and replacement of the tile drain.

It is agreed that the tile drain to be laid under this easement shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and the Grantors, their successors and assigns shall have the right to fully use and enjoy the burdened premises subject to the rights herein granted.

IT IS AGREED that during construction that it will be necessary to use a working space on the surface of the ground approximately 40 feet on either side of the centerline of the tile line to be installed by Grantee on the premises and that after construction the easement shall be confined to such an area as may be necessary

to maintain, inspect, operate, protect, repair or replace the tile drain to be placed upon the premises by the Grantee.

Grantors, or their successors or assigns, agree not to build, construct or create, nor permit others to build, construct or create any buildings or structures upon the herein granted right-of-way that will interfere with the normal operation and maintenance of the Grantee's tile drain.

Grantors, or their successors or assigns, agree not to tap into or use the tile constructed by the Grantee without the written permission of Grantee or its successors in title.

In consideration of the Easement herein granted, the Grantee for and on its behalf, for and on behalf of its Successors and assigns, covenants and agrees with the Grantors as follows:

(a) To pay in addition to the above stated consideration, to the Grantors and/or any tenant of the premises as their respective interest may appear, any and all damages to crops, fences, drain tiles or other improvements on the premises that may arise from the exercise of the rights herein granted;

(b) To remove promptly from the surface of the ground, all rocks, stumps and debris cast thereon by the construction, maintenance, repair and replacement of the tile drain;

(c) To backfill the ditch in which the drain shall be located promptly after the construction or repair thereof, and to return the surface of the ground to its original contour and condition as nearly as may be consistent with the construction of the tile drain and its normal operation and maintenance;

(d) To replace all fences, drain tiles, water lines, sewer lines, drainage ditches and other structures which may be severed, damaged, breached, removed or interfered with in the construction, operation and maintenance of the Grantee's tile drain;

(e) To indemnify and save the Grantors harmless against all actions, suits, damages and claims for damages, to real or personal property and for any injury sustained by any person or persons caused in any manner whatsoever by or arising from or resulting from the construction, operation, maintenance, and use of the tile drain.

IT IS FURTHER UNDERSTOOD that whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine gender.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 30th day of October, 1984.

Larry H. Bonnell

Arnold Eilers
Arnold Eilers
Darlene Eilers
Darlene Eilers

STATE OF ILLINOIS)
COUNTY OF ADAMS) SS.

I, Martha M. Huff, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Arnold Eilers and Darlene Eilers, each in his and her own right and as spouse of the other party, personally known 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 instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of October, 1984.

Martha M. Huff
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

Franklin N. Hartwell
Attorney at Law
Carthage, Illinois 62321

