

TR II

STATE OF ILLINOIS 157062
Henderson County 68

This instrument of writing was filed for
record on the 19th day of June
A.D. 20 03 at 10:33 o'clock A.M.
and duly recorded in Book 52 Page 193
Marcella L. Rhee, Clerk

John J. Rhee
deputy

TILE EASEMENT

BOOK 52 PAGE 193

WHEREAS, PHYLLIS E. HARRELL as Trustee of the PHYLLIS E. HARRELL REVOCABLE LIVING TRUST dated February 21, 1992, is the owner of a tract of real estate known herein as "Tract A" and legally described as: The South Half of the Southwest Quarter of Section Twenty-seven (27), Township Eight (8) North of the Base Line, Range Four (4) West of the Fourth Principal Meridian, County of Henderson, State of Illinois, and

WHEREAS, MILDRED L. MELVIN, RONALD D. MELVIN, MICHAEL A. MELVIN, LORI ANN (FAXON) WHITEHALL and JON D. MELVIN own a property known herein as "Tract B" and legally described as: The North One-Half (1/2) of the Southwest Quarter of Section Twenty-seven (27), Township Eight (8) North, Range Four (4) West of the Fourth Principal Meridian, Henderson County, Illinois, and

WHEREAS, PHYLLIS E. HARRELL is installing on Tract A a drain tile system, a part of which will involve installing a drain tile across and through Tract B, and

WHEREAS, the parties wish to make an agreement concerning an easement for the tile, the use of the tile, and the payment of the expenses for the private drain tile installed by PHYLLIS E. HARRELL, and

WHEREAS, this drain tile system shall not be considered a mutual drain tile, but shall be for the use and benefit of the owner or owners of Tract A only, and

WHEREAS, the owner of Tract A requires an easement across Tract B for the construction, installation, maintenance, replacement, improvement and repair of said drainage tile;

NOW THEREFORE, in consideration of the benefit that the undersigned have received and shall receive by reason of the construction of the new private drain tile and the maintenance of the new private drain tile, the undersigned parties to this Agreement, each and several, bind themselves, their heirs, successors, administrators, executors and assigns as follows:

MILDRED L. MELVIN, RONALD D. MELVIN, MICHAEL A. MELVIN, LORI ANN (FAXON) WHITEHALL and JON D. MELVIN hereby grant to PHYLLIS E. HARRELL, as Trustee of the PHYLLIS E. HARRELL REVOCABLE LIVING TRUST dated February 21, 1992, an exclusive and perpetual easement to install, maintain and use a drainage tile across Tract B to a point on the North line of Tract B where there is an open ditch. This perpetual easement shall include the right to discharge water from the drainage tile into the open ditch. (There are other tiles already in place that discharge into this ditch.) The owner of Tract A shall have a perpetual easement for purposes of ingress and egress to enter upon Tract B for the purpose of installing, replacing, maintaining, constructing, reconstructing, improving, replacing or repairing the drain tile. To the extent that is reasonable and practical work shall be done on the drain tile when no crops are planted. In the event that the owners of Tract A damage crops while working on the drain tile, the owner of Tract A shall pay for any crop damage based on current fair market value of a mature crop using the average yield for all of Tract B in the year that the crops are damaged. In the event that the owners of Tract A damage other tile lines

already in place while working on the drain tile, the owners of Tract A shall pay for any damages caused by them to the other tile lines.

The width of the easement shall be such as is reasonably necessary to accommodate the installation and use of the drain tile and for ingress and egress for purposes of installing, replacing, maintaining, constructing, reconstructing, improving, replacing or repairing the drain tile.

This easement shall be appurtenant to and shall run with Tract A. It shall be freely transferable and assignable by the owner of Tract A.

The owners of Tract B agree that they will provide access across Tract B at any and all times when necessary to go over, to or upon the described real estate in order to perform any and all acts reasonably necessary for installing, replacing, maintaining, constructing, reconstructing, improving, replacing or repairing the drain tile and to properly carry into effect the purposes for which this easement is made.

The owner of Tract A shall pay for the maintenance and construction of this private drainage system. The owners of Tract B shall not be required to contribute to the cost of the initial construction of the private drainage system, nor shall the owners of Tract B be required to pay the costs of maintaining that part of the private drainage system which crosses Tract B.

No party shall be entitled to connect to or add on to this private drainage system without the express written consent of the owner of Tract A and upon such terms and conditions as the owner of Tract A may require. The owners of Tract B may not connect to any portion of this private drainage tile system without the express written consent of the owner of Tract A. The owner of Tract A shall be the sole and only owner of the private drainage system, including but not limited to that part which crosses Tract B.

This tile drainage system shall be not be deemed to be a mutual or public drain system, but shall be a private drain system, the owner of which shall be the owner of Tract A. This system is installed only for the benefit of Tract A and the owner of Tract A even though the owners of Tract B receive an indirect benefit by the installation of the tile across Tract B.

The owners of Tract A can use this easement and drain tile to drain adjoining lands.

This easement and agreement shall be binding upon the heirs, executors, administrators, grantees, personal representatives, successors, and assigns of the parties.

Wherever appropriate in the document, the singular or plural of a word shall apply and the proper gender of a pronoun shall apply as the context may require.

DATED: 6-18, 200³.

Phyllis E. Harrell

PHYLLIS E. HARRELL as Trustee of the
PHYLLIS E. HARRELL REVOCABLE
LIVING TRUST dated February 21, 1992

Mildred L. Melvin
MILDRED L. MELVIN

Ronald D. Melvin
RONALD D. MELVIN

Michael A. Melvin
MICHAEL A. MELVIN

Lori W. Whitehall
LORI ANN (FAXON) WHITEHALL

Jon D. Melvin
JON D. MELVIN

STATE OF *Illinois*,
COUNTY OF *Anderson*, SS

I, the undersigned, Notary Public, in and for said County, in the State aforesaid, do hereby certify that PHYLLIS E. HARRELL, as Trustee of the PHYLLIS E. HARRELL REVOCABLE

LIVING TRUST dated February 21, 1992, 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 his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notary seal on Nov. 21, 2002.

W. Ruth Olsen
NOTARY PUBLIC

STATE OF Illinois)
COUNTY OF Henderson) SS



I, the undersigned, Notary Public, in an for said County, in the State aforesaid, do hereby certify that MILDRED L. MELVIN, 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, including the release and waiver of the right of homestead.

Given under my hand and notary seal, on December 9th, 2002.



Margaret Ann Malone
NOTARY PUBLIC

STATE OF Illinois)
COUNTY OF DeKalb) SS

I, the undersigned, Notary Public, in an for said County, in the State aforesaid, do hereby certify that RONALD D. MELVIN, 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, including the release and waiver of the right of homestead.

Given under my hand and notary seal, on December 9th, 2002.



Margaret Ann Malone
NOTARY PUBLIC

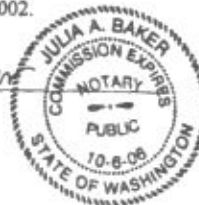
BOOK 0352 PAGE 198

STATE OF Washington)
COUNTY OF King) SS

I, the undersigned, Notary Public, in and for said County, in the State aforesaid, do hereby certify that MICHAEL A. MELVIN, 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, including the release and waiver of the right of homestead.

Given under my hand and notary seal, on December 4, 2002.

Julia A. Baker
NOTARY PUBLIC



STATE OF ILLINOIS)
COUNTY OF ROCK ISLAND) SS

I, the undersigned, Notary Public, in and for said County, in the State aforesaid, do hereby certify that LORI ANN (FAXON) WHITEHALL, 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, including the release and waiver of the right of homestead.

Given under my hand and notary seal, on December 10, 2002.



Julie A. Gustafson
NOTARY PUBLIC

STATE OF Iowa)
COUNTY OF Clinton) SS

I, the undersigned, Notary Public, in and for said County, in the State aforesaid, do hereby certify that JON D. MELVIN, 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, including the release and waiver of the right of homestead.