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THIS DOCUMENT PREPARED BY
Mark J. McGrath, P.C.
113 S. Main, P.O. Box 139
Mackinaw, Illinois 61755


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Total Amt: \$21.00 Page 1 of 3
McLean County, IL
H. Lee Newcom Recorder
File **2010-00034155**

RETURN DOCUMENT TO:

Mark J. McGrath, P.C.
113 S. Main, P.O. Box 139
Mackinaw, Illinois 61755

TEMPORARY EASEMENT

For Recorder Use Only

The GRANTOR, James M. Veselak and Deborah A. Veselak, husband and wife, hereinafter "GRANTOR" for and in consideration of One Dollar and other good and valuable consideration, including but not limited to, the undertakings agreed to by The Village of Stanford that are set forth herein, hereby GRANTS and CONVEYS to the VILLAGE OF STANFORD in the County of McLean and State of Illinois, hereinafter "GRANTEE", a temporary easement. This Easement is subject to the following terms and conditions:

TEMPORARY EASEMENT

A. DESCRIPTION OF EASEMENT: A 30 foot wide easement which shall be 15 feet on each side of the centerline that is described on the attached description, which is attached hereto and incorporated hereby by reference. This easement is located on property owned by the Grantor which is described as follows:

Lots 8, 9 and 10 in Lewis Addition to the Village of Stanford, McLean County,
Illinois
PIN: 19-21-402-014

AFFIX TRANSFER TAX STAMP OR Exempt
under provisions of 35 ILCS 205/31-45(e)
12/9/10 *Mark J. McGrath*
DATE Buyer, Seller Representative

B. PURPOSE OF EASEMENT: This Easement is for the construction of a swale on

the surface of the land of the GRANTOR for the purpose of public storm water drainage. For purposes of this temporary easement a swale is hereby defined as a shallow depression constructed on the land of the GRANTOR for the purpose of diverting public storm water drainage.

C. LOCATION OF SEPTIC SYSTEM: The GRANTOR hereby agrees as soon as reasonably possible after the execution of this Easement, to locate its' existing septic system. In the event that the GRANTOR improperly locates its' existing septic system the GRANTEE shall bear no responsibility for the repair or replacement of any existing septic system that is damaged by the GRANTEE exercising its' rights pursuant to this Easement.

D. INSTALLATION OF DRAINAGE SWALE: The right of ingress and egress over the land of the GRANTOR, as described in Paragraph "A", for the purpose of installing the swale described in Paragraph "B" is hereby granted by the GRANTOR to the GRANTEE. The GRANTEE, its successors and assigns, its agents, contractors and employees, with or without tools, machinery and equipment, are hereby given the right to dig, excavate, fill, install, and construct the swale and enter upon the premises, with or without tools, machinery and equipment, for such purposes.

E. EXISTING DRAINAGE TILE: In the event that the GRANTEE destroys or damages any existing drainage tile the GRANTEE shall repair or if necessary replace any such existing drainage tile at its' sole cost and expense. In the event that drainage tile is destroyed or damaged the right of easement described in the preceding paragraph is hereby granted by the GRANTOR to the GRANTEE for the purposes of repairing or replacing any destroyed or damaged drainage tile that is on the land of the GRANTOR.

F. SOIL REMOVED FROM SWALE: Any soil that is removed from the swale shall, at the direction of the GRANTOR, be deposited on the edge of the easement area at a location selected by the GRANTOR or if the GRANTOR does not want any such soil then any such soil may be removed by the GRANTEE and given to other individuals who have also executed a Temporary Easement consistent with this easement or may be used for other Village purposes. The GRANTOR hereby grants to the GRANTEE an easement on its' property for the purpose of re-location of the soil and/or removal of the soil.

G. OBLIGATION OF THE GRANTEE: Upon completion of any digging, excavation, installation, repair, replacement, and construction, the GRANTEE shall seed the swale and disturbed soil or, at the sole option of the GRANTEE furnish seed to the GRANTEE for the purpose of seeding the swale and disturbed soil. If seed is furnished to the GRANTEE the GRANTEE must sow the seed as soon as reasonably possible after seed has been furnished to the GRANTOR. The GRANTEE shall bear no responsibility for watering, fertilizing or otherwise cultivating the seed that is sown in the swale and on the disturbed soil.

H. BINDING EFFECT: This Agreement is binding upon the parties hereto, their heirs, successors and assigns. The GRANTEE has accepted this Easement pursuant to authority granted by the Board of Trustees to the President and Clerk of the Village of Stanford to

execute its acceptance. It is expressly understood that the easement that is provided for herein is permanent, perpetual, and shall run with the land.

I. DURATION OF EASEMENT: This Easement shall commence upon execution of this Easement and shall terminate on the 31 day of OCTOBER, 2010.

IN WITNESS WHEREOF, the said GRANTOR signed, sealed and delivered this Easement on the date and year hereinafter set forth and the GRANTEE has accepted this Easement on the date and year hereinafter set forth.

GRANTOR:

James M. Veselak
James M. Veselak

Deborah A. Veselak
Deborah A. Veselak

Dated, subscribed and sworn to before me this 30th day of July, 2010.

Karen R. Swick
Notary Public



ACCEPTANCE OF EASEMENT

The Village of Stanford hereby accepts the foregoing Easement pursuant to authority granted by the Board of Trustees of the Village of Stanford at a regularly scheduled meeting of the Board of Trustees of held on the 20th day of May, 2010. The President and Clerk of the Village of Stanford have executed the their acceptance of this Easement pursuant to authority granted to them by the Board of Trustees at the foregoing meeting.

THE VILLAGE OF STANFORD

BY: Margaret J. Prazmowski
Village President

ATTESTED TO:

Kara M. Streenz
Kara Streenz, Village Clerk