

(C = P 1)

**REMS INFORMATION**

Agreement ID:

Project ID:

**EASEMENT**

(Pipeline)

4 Rocket Drive  
Rochester, IL 62563  
23-16.0-226-001 & 23-16.0-226-002

KNOW ALL MEN BY THESE PRESENTS, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that **Rochester Community Unit School District No. 3A**, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of One and No/100th Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto Ameren Illinois Company d/b/a Ameren Illinois, an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, test, inspect, protect, repair, relocate, modify, add to the number of, abandon or retire in place, and remove a pipeline or pipelines for the transportation of gas or other substances, consisting of piping, hardware, valves, communication lines, and other appurtenances thereto (hereinafter individually and collectively "Facilities"), together with all rights and privileges for the exercise and enjoyment of the Easement rights and the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in Section 16, Township 15 North, Range 4 West, of the Third Principal Meridian, in Sangamon County, State of Illinois, to-wit:

"See attached Exhibit A"

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches, and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder or endanger the safety of the Facilities.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting, and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

The undersigned hereby waive and release any and all homestead and other marital rights they may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

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**ALL PURPOSE NOTARY ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

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to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

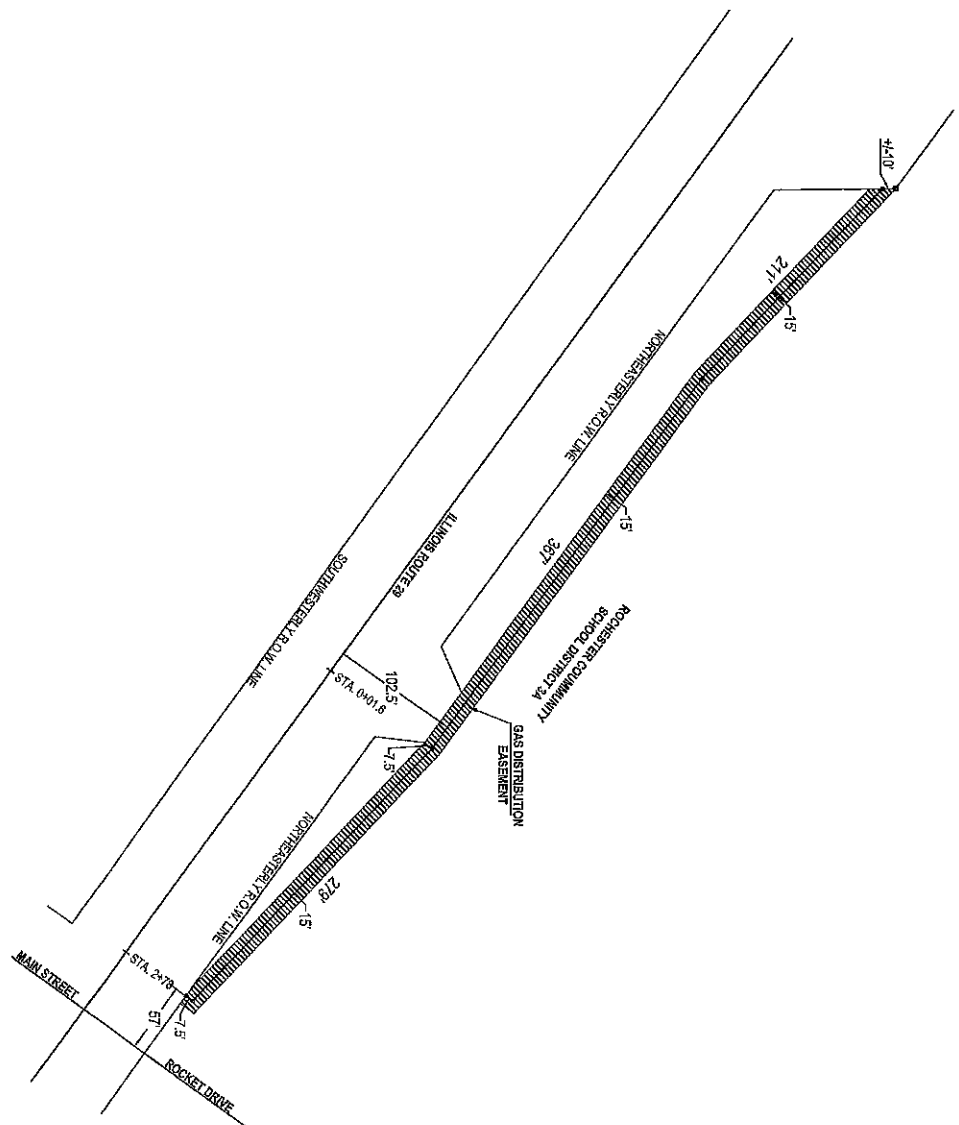
Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	_____	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	_____	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

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My Commission Expires

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Notary Public



GEHARDT  
23-160-252-018

JEFFERS  
23-160-275-001

WILBERN TRUST  
23-160-275-002

WILSON  
80-276-003

McKINNEY & BERTRAND  
80-276-004

WAREHAM BROOKS/SAB  
23-160-276-005

CITY OF ROCHESTER  
23-160-276-006

CITY OF ROCHESTER  
LAST PUBLIC TRAIL  
APR 16/2019  
23-160-276-007

GAS DISTRIBUTION  
EASEMENT

