



2017R-00344

COUNTY CLERK & RECORDER
LIVINGSTON COUNTY
RECORDED ON
01/23/2017 03:45:42PM
KRISTY A MASCHING
COUNTY CLERK & RECORDER
REC FEE: 14.50
RHSPS FEE: 9.00
GIS FEE: 16.00
AUTO FEE: 3.50
PAGES: 6

**PERMANENT
DRAINAGE
EASEMENT**

COPY

This Agreement made and entered into this 12th day of December 2016, between Richard M. Winters, Eleanor M. Winters, Stephen R. Winters and David R. Winters, together hereinafter referred to as "Winters" of Pontiac, Illinois, and Peter Voss, as Trustee of the Peter & Louette M. Voss Revocable Trust, hereinafter referred to as "Voss", of Orland Park, Illinois, and state as follows:

WITNESSETH:

WHEREAS, Winters is the owner of Tract 1, described as follows:

The Southwest ¼ of the Southeast ¼ of Section 28, Township 29 North, Range 4 East of the Third Principal Meridian, Amity Township, Livingston County, Illinois

and

The Southwest ¼ of Section 28, Township 29 North, Range 4 East of the Third Principal Meridian, Amity Township, Livingston County, Illinois.

PIN: 08-08-28-300-003

WHEREAS, Voss is the owner of Tract 2, described as follows:

The Northwest ¼ of Section 33, Township 29 North, Range 4 East of the Third Principal Meridian, Amity Township, Livingston County, Illinois; PIN: 08-08-33-100-003

and

The West ½ of the Northeast ¼ of Section 33, Township 29 North, Range 4 East of the Third Principal Meridian, Amity Township, Livingston County, Illinois; PIN: 08-08-33-200-001

and

The East ½ of the Southwest ¼ of Section 33, Township 29 North, Range 4 East of the Third Principal Meridian, EXCEPT approximately 6 acres in the Southwest corner, Amity Township, Livingston County, Illinois; PIN: 08-08-33-300-005

WHEREAS, Voss desires to drain water from Tract 2, across Tract 1, using underground tile.

1. WHEREAS, the parties intend to enter into an agreement for Voss to install tile from Tract 2, across Tract 1.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. Winters hereby gives Voss, for the benefit of Tract 2, a permanent easement across Tract 1 for the drainage of water.
2. Winters agrees to allow Voss to install underground tile, beginning on the north side of Tract 2, and running northwest across Winters's property, to an existing drainage ditch on the west side of Tract 1.
3. Such tile to be not larger than twenty-four inches (24") in diameter.
4. Voss shall be responsible for all materials, labor and costs related to this project, and specifically including Winters's attorney fees and recording fees.
5. Winters agrees that Voss may enter Tract 1, for the purpose of maintaining, repairing or replacing said tile.
6. Voss, shall bear the cost and responsibility to restore and to pay all related damages, including crop and compaction damages, to Tract 1. Should damages not be paid and Winters proceed with collection actions, there shall be a minimum of \$10,000 in liquidated damages.
7. All easements herein, between the parties hereto, shall be fifteen feet (15') on either side of said tile, for installation, maintenance and repair.
8. Tile must be installed at a depth of no less than thirty-six inches (36") below the surface.
9. No other property, other than Tracts 1 and 2, shall be allowed to drain through said installed tile on Tract 1. Properties adjacent to Tract 2 may not connect to any tile on Tract 2 that drains through Tract 1, without the written consent of the parties hereto. Such modification shall be recorded and any legal or recording fees shall be at the expense of Voss, unless otherwise paid for.
10. During installation, maintenance and repair of said tile, Voss shall be responsible for separating the subsoil from the topsoil and returning each to its appropriate location when back-filling at the tile site.
11. Voss shall remove any rocks or debris, brought to the soil's surface, during installation, maintenance or repair of said tile on Tract 1.
12. Upon Winters's approval, Voss shall connect any existing tile found during installation, maintenance or repair, to the tile addressed in this easement, shall notify Winters of the GPS location of the connection of the existing tile and provide pictures of the connection prior to backfilling.
13. Prior to installation, Voss shall provide Winters with a map of the proposed design and location of the said tile and outlet. No construction or installation of said tile and outlet may proceed without Winters' approval of such design and location. Upon completion of the installation of the tile as provided herein, Voss shall provide Winters with a GPS map of the location of the tile on Tract 1.

14. Winters, shall at anytime, for the benefit of Tract 1, retain the right to connect to the drainage tile running across Tract 1, from Tract 2, and be solely responsible for the costs related thereto.

15. Voss hereby warrants that he has authority, as trustee of the Peter & Louette M. Voss Revocable Trust, to enter into this Agreement.

16. This easement shall run with the land.

17. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legatees, grantees and assigns.

18. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois and any action arising out of or under this Agreement shall be brought exclusively in the Circuit Court of the Eleventh Judicial Circuit, Livingston County, Illinois, which court shall have exclusive jurisdiction over the parties hereto, and the subject matter of said litigation.

19. The party substantially prevailing in enforcing any of the obligations of the other party, or in any litigation, negotiation or transaction in which said party shall, without fault become involved through or on account of this easement shall, be entitled upon demand, to recover all of the costs, charges and expenses, including fees of attorneys, agents and others retained by such party, in addition to any other remedies available.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to this Agreement the day and year first above written.

Richard M. Winters
Richard M. Winters

Eleanor M. Winters
Eleanor M. Winters
David R. Winters
David R. Winters

Stephen R. Winters

PETER & LOUETTE M. VOSS
REVOCABLE TRUST

By: Peter Voss
Peter Voss, Trustee

Peter Voss
Peter Voss, Individually

FLORIDA
STATE OF ILLINOIS :ss
COUNTY OF COOK :
COLLIER

I, DEBORAH K. PIETROSKI, a notary public in and for said county, in the state aforesaid, do hereby certify that Peter Voss, as Individually and as Trustee of the Peter & Louette M. Voss Revocable 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 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 12th day of December, A.D., 2016.



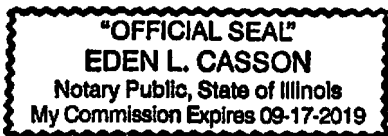
DEBORAH K. PIETROSKI
MY COMMISSION # FF 093302
EXPIRES: February 17, 2018
Bonded Thru Budget Notary Services

Deborah K. Pietroski
Notary Public

STATE OF ILLINOIS :ss
LIVINGSTON COUNTY :

I, Eden L. Casson, a notary public in and for said county, in the state aforesaid, do hereby certify that Richard M. Winters, 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 21st day of December, A.D., 2016.

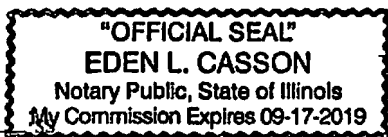


Eden L. Casson
Notary Public

STATE OF ILLINOIS :ss
COUNTY LIVINGSTON :

I, Eden L. Casson, a notary public in and for said county, in the state aforesaid, do hereby certify that Eleanor M. Winters, 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 21st day of December, A.D., 2016.



Eden L. Casson
Notary Public

STATE OF _____
COUNTY OF _____:

I, _____, a notary public in and for said county, in the state aforesaid, do hereby certify that Stephen R. Winters 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 ____ day of December, A.D., 2016.

Notary Public

STATE OF ILLINOIS :ss
COUNTY LIVINGSTON :

I, Eden L. Casson, a notary public in and for said county, in the state aforesaid, do hereby certify that David R. Winters, 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 21st day of December, A.D., 2016.

Eden L. Casson
Notary Public

This Instrument was prepared by: (return to)
MARY C. LUDWIG
JOHNSON & TAYLOR 437
109 N. Mill St.
Pontiac, IL 61764
PHONE: 815-844-7151



14. Winters, shall at anytime, for the benefit of Tract 1, retain the right to connect to the drainage tile running across Tract 1, from Tract 2, and be solely responsible for the costs related thereto.

15. Voss hereby warrants that he has authority, as trustee of the Peter & Louette M. Voss Revocable Trust, to enter into this Agreement.

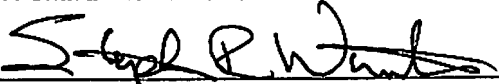
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17. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legatees, grantees and assigns.

18. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois and any action arising out of or under this Agreement shall be brought exclusively in the Circuit Court of the Eleventh Judicial Circuit, Livingston County, Illinois, which court shall have exclusive jurisdiction over the parties hereto, and the subject matter of said litigation.

19. The party substantially prevailing in enforcing any of the obligations of the other party, or in any litigation, negotiation or transaction in which said party shall, without fault become involved through or on account of this easement shall, be entitled upon demand, to recover all of the costs, charges and expenses, including fees of attorneys, agents and others retained by such party, in addition to any other remedies available.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to this Agreement the day and year first above written.

Richard M. Winters

Stephen R. Winters

Eleanor M. Winters

David R. Winters

PETER & LOUETTE M. VOSS
REVOCABLE TRUST

By: _____
Peter Voss, Trustee

Peter Voss, Individually

STATE OF ILLINOIS :ss
COUNTY OF COOK :

I, _____, a notary public in and for said county, in the state aforesaid, do hereby certify that Peter Voss, as Individually and as Trustee of the Peter & Louette M. Voss Revocable 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 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 ____ day of December, A.D., 2016.

Notary Public

STATE OF ILLINOIS :ss
LIVINGSTON COUNTY :

I, _____, a notary public in and for said county, in the state aforesaid, do hereby certify that Richard M. Winters, 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 ____ day of December, A.D., 2016.

Notary Public

STATE OF ILLINOIS :ss
COUNTY LIVINGSTON :

I, _____, a notary public in and for said county, in the state aforesaid, do hereby certify that Eleanor M. Winters, 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.

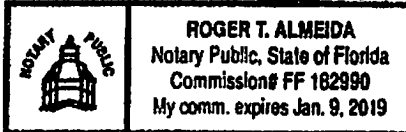
Given under my hand and notarial seal, this ____ day of December, A.D., 2016.

Notary Public

STATE OF Florida :ss
COUNTY OF Osceola :

I, Roger T. Almeida, a notary public in and for said county, in the state aforesaid, do hereby certify that Stephen R. Winters 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 29 day of December, A.D., 2016.



Notary Public

STATE OF ILLINOIS :ss
COUNTY LIVINGSTON :

I, _____, a notary public in and for said county, in the state aforesaid, do hereby certify that David R. Winters, 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 ____ day of December, A.D., 2016.

Notary Public

This Instrument was prepared by: (return to)
MARY C. LUDWIG
JOHNSON & TAYLOR
109 N. Mill St.
Pontiac, IL 61764
PHONE: 815-844-7151