

#1 (OID) Well Lease

THIS AGREEMENT made this 1st day of June, A. D. 1981, between Robert Wiegand of Eureka, Illinois, party of the first part, and THE CITY OF EUREKA, a Municipal Corporation, the party of the second part, WITNESSETH:-

That the said party of the first part does hereby lease to the said party of the second part the following described real estate, to-wit:-

Beginning at a point in the North line of the Public Road being 30 feet North of the Southwest corner of Section 22 in Township 26 North, Range 3 West of the 3rd P.M., thence North 100 feet along the West line of said Section 22 to a stake, thence in a southeasterly direction 141.4 feet to a stake in the said North line of the Public road; thence West 100 feet along said North line of the Public Road to the Point of beginning, containing 0.1148 Acres and being a part of the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Sec. 22, T. 26 N.R. 2 W. of the 3rd P.M., County of Woodford, State of Illinois,

To be used by said party of the second part as a well site.

This is to be a perpetual lease and will continue from year to year upon the payment of the annual lease rental hereinafter required; this rental to begin with May 15, 1981.

And the party of the second part agrees to pay as rent for said premises the sum of Two Hundred Twenty Five (\$225.00) Dollars per year, Payable on or before the 15th day of May of each year beginning with May 15, 1981, and the payment of said amount continues the lease from year to year, and the failure to pay will be considered as abandonment of said well site by the said party of the second part. It is also agreed that the amount of rent to be paid shall be reviewed every two years, upon the request by the party of the first part.

It is further agreed that the party of the second part is to use said premises for purpose of drilling, maintaining and operating a well to obtain water to be used by the said City of Eureka in connection with its Water Works System. And in connection with the maintenance and/or operation of said well and the City of Eureka is to keep said site in a clean and neat appearing condition and in connection with said construction no waste from said well is to be allowed to be scattered on the remainder of the farm.

It is further agreed that the said party of the second part is to hold free and/or indemnify the said party of the first part for any liability or obligation arising from or as a result of damage done to the person or property of other persons on said property.

It is further agreed that if, at any time, the said party of the

farming as it was at the time of the signing of this agreement. At the time of abandonment the said party of the second part is to return said premises to the condition above described with ninety (90) days after the date of abandonment. If the party of the second part has at this time decided to sell the pumping equipment located on this well site, the party of the first part shall have first option to purchase said equipment.

It is further agreed that in connection with the fences the said party of the first part is to furnish the labor for the installation of the diagonal fence and the party of the second part is to furnish the materials and as to the north and south fence and east and west fence the said party of the second part is to install and maintain said fences and after the installation of the diagonal fence is, also, to maintain that fence.

It is further agreed that this agreement shall be binding upon the respective parties hereto, the respective heirs, administrators and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

Robert Watson
PARTY OF THE FIRST PART

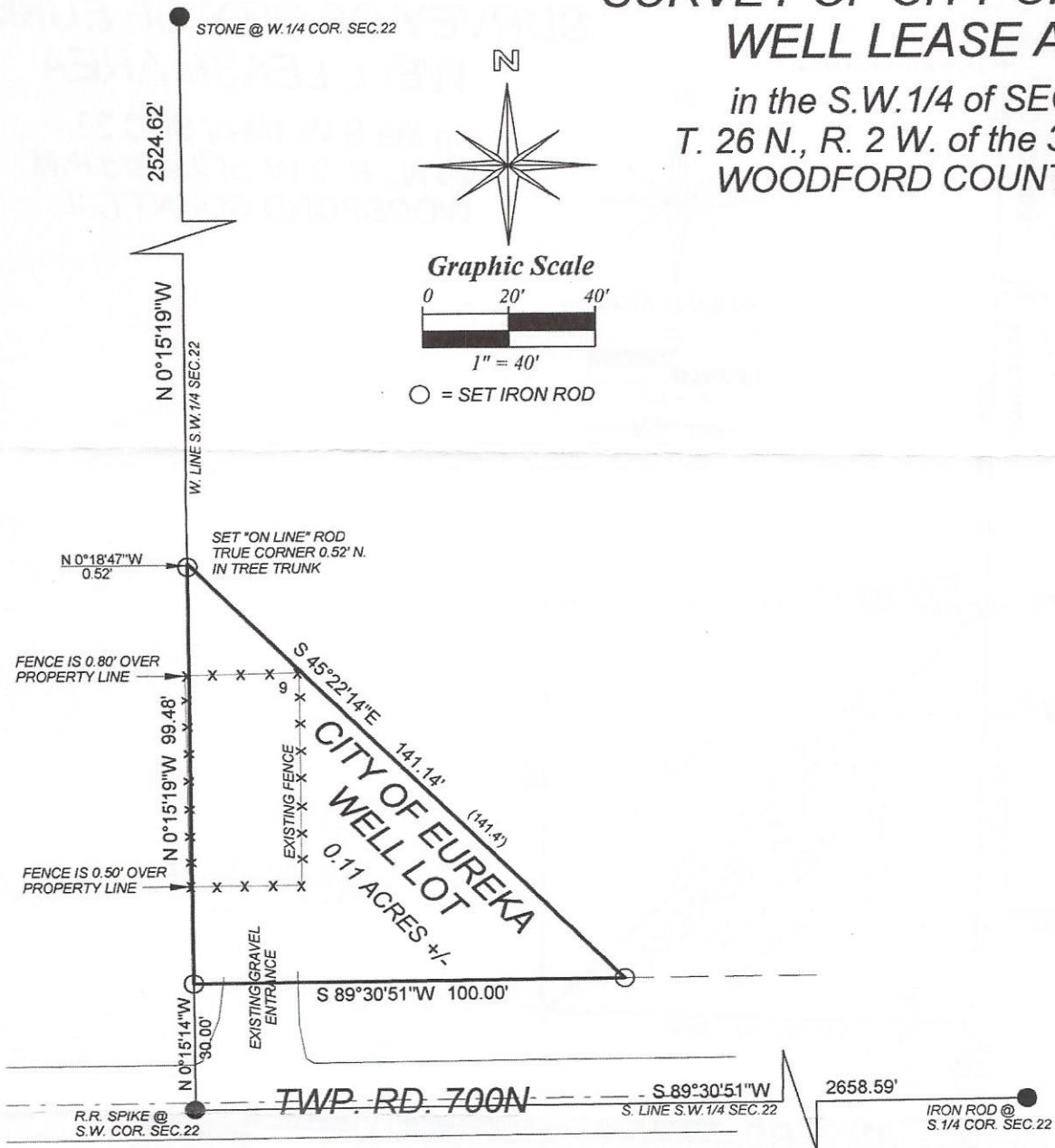
CITY OF EUREKA, a Municipal Corporation
PARTY OF THE SECOND PART

BY: Leah Wall
MAYOR *PRC tems*

ATTEST: Robert Watson
CITY CLERK

SURVEY OF CITY OF EUREKA WELL LEASE AREA

in the S.W.1/4 of SEC.22,
T. 26 N., R. 2 W. of the 3rd P.M.,
WOODFORD COUNTY, IL.



TITLE NOTE:
THIS OFFICE HAS NOT ABSTRACTED THIS PARCEL OR ANY
CLAIMS OF TITLE, EASEMENTS, OR RESTRICTIONS THAT
MAY AFFECT THIS PARCEL. THE PRESENCE OR ABSENCE
OF ANY SUCH CLAIMS ARE NOT CERTIFIED HEREON.

SURVEYORS NOTE:
BEARINGS ARE ASSUMED FOR THE PURPOSE OF
DESCRIPTION ONLY.

EXP 11/30/2016

A. J. Dowiatt, Inc.
Land Surveyors & Engineers
License # 184-002926

121 W. CENTER STREET
EUREKA, IL. 61738
PHONE : 309-467-6014
FAX : 309-467-4042
EMAIL : dowiatt@mtco.com

SURVEY OF WELL LEASE AREA
in the S.W.1/4 of SEC.22, T. 26 N., R. 2 W.
of the 3rd P.M., WOODFORD COUNTY, IL.

FOR: CITY OF EUREKA

SURVEY	SL
DRAWN	SL
DATE	11/2
REVISED	
FILE #	14