REGULAR CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
MONDAY, NOVEMBER 2, 2026
6:00 P.M.
AGENDA

PRELIMINARY MATTERS

- Call to order
- Roll call
- Pledge of allegiance to the flag
- Proclamations/presentations/recognitions -
- Public Comment –

CONSENT AGENDA

The following items will be adopted on a single motion without discussion unless a council member requests separate consideration:

- Approval of the minutes for the October 5, 2026 council meeting
- Fund Warrant List

OLD BUSINESS--Ordinances or resolutions previously tabled.

NEW BUSINESS--Ordinances and resolutions for initial consideration

A. Resolution 2026-160 Resolution amending meeting dates as required by law
B. Resolution 2026-161 appointment of Murial Barnes to the Farmer City Public Library board (replacing Sally McKinley)
C. Resolution 2026-162 Resolution authorizing the participation in and funding for the DeWitt County Development Corporation – Curt Homann requesting $15k for DCDC
D. Ordinance 1062 Ordinance accepting permanent access easement granted to the City of Farmer City, DeWitt County, Illinois
E. Discussion with Robert McIlvain regarding 211 S Main St lot

EXECUTIVE SESSION

OTHER ITEMS

A. City manager report
B. Non-agenda items and other business

ADJOURNMENT

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the city clerk's office at (309) 928-2842, 48 hours before the meeting. Staff will be pleased to make the necessary arrangements.

PUBLIC COMMENT: This section is intended for public statement and is not a period of time for debate. Each speaker is limited to a maximum of 5 minutes per Ordinance 943 passed 10/6/2014.

MINUTES OF THE FARMER CITY, ILLINOIS

CITY COUNCIL REGULAR MEETING

OCTOBER 5, 2026 6 p.m.

ROLL CALL Present: Councilmembers David Walsh, Willard McKinley, Chad Jacobs, Kurtis Bozarth and Mayor Scott Testory.

Also, in attendance: City Manager Halley Roberson, City Attorney Joe Chamley and City Clerk Angie Wanserski.

PLEDGE OF ALLEGIANCE TO THE FLAG

PRESENTATION Renee Brucker with MCK attended and presented council with the most recent audit findings. MCK has issued a clean, unmodified opinion which is the highest that can be offered. The City's finances are considered strong and healthy. Asset holdings are at 18.9 million, liabilities are at 4.5 million and the net position is at 12.5 million. Two funds, crossing guard and garbage, show a deficit. MCK will be preparing the annual finance report for the Illinois Comptroller and the DeWitt County Clerk's office.

PROCLAMATION

PUBLIC COMMENT

CONSENT AGENDA

A. Approval of the minutes of the September 8, 2026 council meetings.
B. Fund Warrant List
MOTION by McKinley, seconded by Walsh, to approve the consent agenda. Voted unanimously. Motion carried.

NEW BUSINESS

A. Discussion with Robert McIlvain regarding 211 S Main St lot.
Robert McIlvain presented a proposal to develop a "green space" on a City-owned lot, featuring memorial bricks, benches, trees, and flowers. The Farmer City Merchants Organization would provide the labor and complete the project. McIlvain requested that the City provide electric and water hookups at the site. Council asked McIlvain if he would be interested in purchasing the lot; McIlvain declined.

McIlvain also proposed working with the school's FFA organization on the landscaping and establishing a trust to provide for the site's future maintenance. He stated that he had discussed the idea with teacher Meisner, who was supportive of the stewardship and landscaping aspects of the project.

Councilman McKinley expressed concern based on previous volunteer projects that were started in the community but eventually discontinued, leaving the City responsible for ongoing maintenance. Mayor Testory confirmed with McIlvain that project funds would be processed through McIlvain's business, Mischievous Monkey, because the Farmer City Merchants Organization is not a registered organization. Councilman Walsh emphasized the importance of accountability and transparency regarding all funds associated with the project.

Additional concerns were raised regarding the condition of the buildings adjacent to the proposed site. It

was noted that one of the neighboring buildings has bricks falling from the structure and may be at risk of collapse.

B. Ordinance 1161 an ordinance authorizing the city council to amend an agreement with GFL Environmental for residential refuse and recycling services.
GFL Environmental submitted a three-year contract extension with the same terms and conditions as the original contract, with only a marginal increase in pricing. The proposed pricing was considered very competitive. The contract extension would run through April 30, 2030.
MOTION by McKinley, seconded by Walsh, to approve by a friendly amendment Ordinance 1161 an ordinance authorizing the city council to amend an agreement with GFL Environmental for residential refuse and recycling services and adding the verbiage "contract extended for 3 years ending on April 30, 2030 and incorporates senior rates". Voted unanimously. Motion carried.

C. Approve payout #2 to Stark Excavating in the amount of $102,731.80 for the Plum St Reconstruction
MOTION by McKinley, seconded by Walsh, to approve payout #2 to Stark Excavating in the amount of $102,731.80 for the Plum St Reconstruction. Voted unanimously. Motion carried.

D. Pre-approve retainage payout to Mauer Stutz in the amount of $29,177.04 for the Plum St Reconstruction
MOTION by McKinley, seconded by Walsh, to pre-approve retainage payout to Mauer Stutz in the amount of $29,177.04 for the Plum St Reconstruction. Voted unanimously. Motion carried.

E. Approve payout #1 to Cross Construction in the amount of $157,407.20 for the Washington St MFT Resurfacing Project.
MOTION by McKinley, seconded to Walsh, to approve payout #1 to Cross Construction in the amount of $157,407.20 for the Washington St MFT Resurfacing Project. Voted unanimously. Motion carried.

F. Resolution 2026-159 Resolution authorizing the expenditure of 1/3 the cost of sidewalks in accordance with the public sidewalk installation and replacement program for 912 E Allen St.
This request was made by Mayor Scott Testory. He stepped out of the council room once the motions were made. The lowest bid was from Gilmore Excavating in the amount of $1070.00. Reimbursement to Mr. Testory will be in the amount of $356.33.
MOTION by McKinley, seconded by Walsh, to approve Resolution 2026-159 Resolution authorizing the expenditure of 1/3 the cost of sidewalks in accordance with the public sidewalk installation and replacement program for 912 E Allen St. Voting yes: Walsh, McKinley, Bozarth and Jacobs. Motion carried.

EXECUTIVE SESSION

CITY MANAGER REPORT CM Roberson informed council she had been in talks with Casey's regarding the right of way at their previous location. Fire hydrant flushing will start on October 13th. She is continuing pursuing an easement with the landowner near the cemetery lift station. Donahue has been contacted; they are giving the City a plan for wastewater upgrades. A contractor has been hired to remove pieces of the previous wastewater spill. The new playground has been set up. Workers are waiting for the concrete to set and then slides and remaining pieces can be added. The street department is looking at getting rid of a large truck and replacing it with a more versatile vehicle; either a 250 or 350.

NON-AGENDA ITEMS AND OTHER BUSINESS

ADJOURNMENT

MOTION by McKinley, seconded by Walsh, to adjourn the meeting. Voted unanimously. Motion carried.

_____
Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	Description
100		
CASELLE LLC	200.00	SEMI-ANNUAL PLATFORM FEES
PETTY CASH	59.59	ADMIN- POSTAGE
QUADIENT LEASING USA INC.	488.04	POSTAGE MACHINE LEASING
WANSERSKI, ANGIE	115.82	CONFERENCE MILEAGE
FIRST RESULT MEDIA	570.00	WEB DEVELOPMENT SERVICES
MTK TECHNOLOGIES INC.	1,459.85	IT SERVICES
PRIMO BRANDS	54.96	ADMIN SUPPLIES
U.S. BANK	4,985.24	IML CONFERENCE- SEPT 26
TESTORY, SCOTT	52.32	EXPENSE REIMBURSEMENT- 10-26
EVANS FROEHLICH BETH & CHAMLEY	720.00	ORDINANCE VIOLATIONS
AMUNDSEN DAVIS LLC	3,120.00	LEGAL SERVICES
HEART TECHNOLOGIES INC.	96.00	MONTHLY VPN SERVICE
VERIZON	183.35	MONTHLY TELEPHONE
FRONTIER	217.54	WATER INTERNET
ILLINOIS ASSOC OF CHIEFS OF POLICE	130.00	ANNUAL MEMBERSHIP
HALL, SKYLER	48.82	BOOT PURCHASE
CENTRAL ILLINOIS AG	1,218.97	MOWER REPAIR-LABOR
WALKER TIRE & EXHAUST	25.00	TIRE REPAIR- STREETS
PROGRESSIVE CHEMICAL & LIGHTING INC.	166.04	TRAFFIC MARKERS
PAVLOV MEDIA	83.33	MONTHLY SERVICE
MENARDS - CHAMPAIGN	85.95	STREETS- SUPPLIES
PROGRESSIVE CHEMICAL & LIGHTING INC.	99.67	STREETS SUPPLIES
U.S. BANK	2,549.33	U.S. BANK
LEROY TRUE VALUE HARDWARE	86.73	STREETS SUPPLIES
STARK EXCAVATING INC	102,731.80	PLUM STREET RECONSTRUCTION
CORNEGLIO AG	71.91	PARKS- SUPPLIES
Total 100:	119,620.26	
150		
MAURER-STUTZ	16,651.32	PLUM ST IMPROVEMENTS
CROSS CONSTRUCTION INC.	157,407.20	WASHINTON STREET RESURFACING
Total 150:	174,058.52	
240		
BVB GLASS	18,150.00	WINDOW- FARM TO CITY
Total 240:	18,150.00	
270		
MAURER-STUTZ	975.00	SAFE ROUTES TO SCHOOL
TRIMBLE PLUMBING INC.	190.00	MONTHLY RENTAL
TESTORY, SCOTT	356.66	SIDEWALK REPLACEMENT
Total 270:	1,521.66	
280		
FARMER CITY GARDEN CLUB	1,000.00	MAIN STREET FLOWERS, ETC.
Total 280:	1,000.00	
490		
GFL ENVIRONMENTAL	12,983.40	MONTHLY SERVICE
Total 490:	12,983.40	

Vendor Name	Net Invoice Amount	Description
510		
CENTRAL ILLINOIS AG	2,548.55	MOWER PARTS & REPAIR
CLASPILL AUTOMOTIVE SALES & SERVICE	957.30	TRUCK REPAIRS
ILLINOIS EPA LABORATORY	4,018.21	EPA LAB FEES 2027
PAVLOV MEDIA	736.37	MONTHLY SERVICE
CORNEGLIO AG	27.99	SAW BLADES
CORE & MAIN LP	100.60	CURB BOX TOPS
IMCO UTILITY SUPPLY CO	276.00	WATER REPAIRS
Total 510:	8,665.02	
520		
CORNEGLIO AG	45.54	SEWER SUPPLIES
CORNEGLIO AG	4.99	SEWER SUPPLIES
LEROY TRUE VALUE HARDWARE	13.99	SEWER SUPPLIES
DONOHUE & ASSOCIATES INC.	2,641.24	WWTP- FACILITY PLAN
Total 520:	2,705.76	
530		
MCMASTER-CARR	20.70	ELECTRIC VEHICLE PARTS
NAPA AUTO PARTS	20.04	SUPPLIES
RILCO INC	12,997.60	OIL FOR #1, #2 & #4
SAMPLE BROTHERS INC.	1,932.13	FILTERS
INTERSTATE ALL BATTERY CENTER	403.70	VEHICLE BATTERY
BHMG ENGINEERS INC.	1,105.12	ENVIRONMENTAL SERVICES
MID-WEST TRUCKERS ASSOCIATION INC	1,025.00	YEARLY SERVICES
R & R SERVICES OF ILLINOIS INC	11,400.00	WOOD CHIPPING
U.S. POSTAL SERVICE	841.15	MONTHLY BILLS
IMEA	133,026.66	IMEA ELEC GENERATION
CORNEGLIO AG	27.57	ELECTRIC SUPPLIES
EVERGREEN FS INC	2,756.48	ELECTRIC FUEL
Total 530:	165,556.15	
Grand Totals:	504,260.77	

RESOLUTION 2026-160

RESOLUTION AMENDING 2027 MEETING DATES AS REQUIRED BY LAW

WHEREAS, the City of Farmer City is required by Illinois law to prepare a schedule of all regular meetings for 2027, and

WHEREAS, the City of Farmer city is required by Illinois law to post the schedule listing the time and place of all regular meetings, and

WHEREAS, the City of Farmer city is required by Illinois law to supply the schedule of all regular meetings to the news media requesting such notice,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS:

FIRST: that the City Council of the City of Farmer City approves the 2027 meeting dates as listed on the attached schedule.

SECOND; that the City Clerk is hereby directed to post the schedule at city hall and email to any news media requesting such notice.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 2nd DAY OF NOVEMBER 2026.

AYES:_____ NAYS: _____ ABSTAIN: _____ ABSENT: _____

_____ _____

Scott Testory, Mayor Angie Wanserski, City Clerk

ATTACHMENT TO RESOLUTION 2026-160

CITY OF FARMER CITY, ILLINOIS 2027 MEETING AND HOLIDAY SCHEDULE

1. The following dates are scheduled as regular 2027 meeting dates of the Farmer City, City Council (regular time 6pm). **The 2nd meeting of the month may be cancelled if no pressing matters exist – please check city website for confirmation.**

January 4	July 6 and 19
February 1	August 2 and 16
March 1 and 15	September 7 and 20
April 5 and 19	October 4 and 18
May 3 and 17	November 1 and 15
June 7 and 21	December 6

2. The Farmer City city hall will be closed in observance of the following holidays:

New Year's Holiday	January 1, 2027
Martin Luther King Jr Day	January 18, 2027
President's Day	February 15, 2027
Good Friday	March 26, 2027
Memorial Day	May 31, 2027
Juneteenth	June 18, 2027
Independence Day	July 5, 2027
Labor Day	September 6, 2027
Columbus Day	October 11, 2027
Veterans Day	November 11, 2027
Thanksgiving	November 25 & 26, 2027
Christmas Eve	December 24, 2027
Christmas Day	December 27, 2027
New Year's Holiday	December 31, 2027

The Farmer City council meetings will be held at city hall, 105 S Main St, Farmer City, IL in the council chambers. Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the City Clerk's office at (309) 928-2842, 48 hours before the meeting. Staff will be pleased to make the necessary arrangements.

Farmer City Public Library

Member RAILS *PO Box 201, 109 E.Green Street, Farmer City, Illinois 61842*
309-928-9532 *farmercitypubliclibrary@gmail.com*

221 Brookview Drive
Farmer City, IL
October 20, 2026

Scott Testory, Mayor
City of Farmer City
Farmer City, IL

Dear Mr. Mayor:

Due to the resignations of Kelly Buchanan Ford and Sally McKinley, the trustees of the Farmer City Library Board are recommending the following person be appointed to the board:

Murial (Mimi) Barnes

Sincerely,

Patricia Munsell
Board of Trustees

RESOLUTION 2026-161

RESOLUTION APPOINTMENT OF MURIAL (MIMI) BARNES TO THE FARMER CITY PUBLIC LIBRARY BOARD (REPLACING SALLY MCKINLEY)

WHEREAS, the city of Farmer City has established a public library under the Illinois Local Library Act;

WHEREAS, the mayor, with the approval of the city council, shall appoint a library board of nine trustees all of whom shall be city residents, for three-year terms on or before July 1 of each year to replace the retiring trustees; and

WHEREAS, existing board member Sally McKinley is resigning from the board, which creates a vacancy; and

WHEREAS, the Mayor is recommending Murial Barnes to fill that seat until June 30, 2027 when the term has expired;

NOW THEREFORE BE IT RESOLVED by the city council of the city of Farmer City, DeWitt County, Illinois:

FIRST: that the mayor has appointed Murial Barnes provided by 75 Illinois Compiled Statutes 5/4-1.1, subject to the approval of the city council, to the remainder of Sally McKinley's three-year term beginning July 1, 2023 and ending June 30, 2027 and

SECOND: that the city confirms the appointment of Murial Barnes to serve as trustee of the Farmer City Public Library Board for the remainder of Sally McKinley's three-year term beginning October 20, 2026 and ending June 30, 2027.

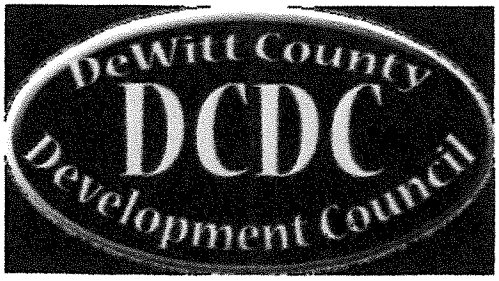
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS THIS 2nd day of NOVEMBER 2026.

AYES: _____ NAYS: _____ ABSTAIN: _____ ABSENT: ____

ATTESTED:

_____ _____

Scott Testory, Mayor Angie Wanserski, City Clerk



DeWitt County Development Council

PO Box 376 Clinton, IL 61727

(217) 935-5271

City of Farmer City

105 S. Main St.

Farmer City, IL 61842

INVOICE

2026 Annual Support Contribution **$15,000**

Your support is used to promote and encourage economic development within DeWitt County. Thank you for the support that you provide.

Please make checks payable to DeWitt County Development Council PO Box 376 Clinton, IL 61727

RESOLUTION 2026-162

RESOLUTION AUTHORIZING THE PARTICIPATION IN AND FUNDING FOR THE DEWITT COUNTY DEVELOPMENT CORPORATION

WHEREAS, the City of Farmer City and all of DeWitt County, has great potential for economic growth and future development; and

WHEREAS, the Dewitt County Development Corporation economic development director will coordinate economic development activities within DeWitt County, to work with county and local governments to develop and promote programs that will serve to retain and attract business; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Farmer City, DeWitt County, Illinois that:

FIRST:The City of Farmer City recognizes the benefits that a countywide economic development organization will provide economic development activities within DeWitt County and will support and cooperate with the DeWitt County Development Corporation

SECOND: The City of Farmer City agrees to provide contributions to the DeWitt County Development Corporation for its operations in the amount of $_____ . The contribution provided by the City of Farmer City shall be paid from Business district budget.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, LLINOIS THIS 2nd DAY OF NOVEMBER 2026

AYES_____ NAYS_____ ABSTAIN_____ ABSENT_____

_____ _____

Scott Testory, mayor Angie Wanserski, city clerk

ORDINANCE NO. 1062

ORDINANCE ACCEPTING PERMANENT ACCESS EASEMENT GRANTED TO THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS

WHEREAS, the mayor and city council of the City of Farmer City, DeWitt County, Illinois, have determined that access to certain real property owned by Jeffrey Insana is necessary and beneficial to the City for municipal purposes; and

WHEREAS, Jeffrey Insana, as the owner of certain real property located within or adjacent to the City of Farmer City, has agreed to grant the City a permanent easement for access to and use of the property as described in the easement agreement attached hereto; and

WHEREAS, the City Council finds that acceptance of said permanent easement is in the best interests of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, ILLINOIS, AS FOLLOWS:

Section 1. Authorization. The City Council hereby authorizes the acceptance of a permanent easement from Jeffrey Insana for municipal access purposes, as more particularly described in the easement agreement.

Section 2. Execution and Recording. The Mayor and City Clerk are authorized to execute and process any documents necessary to effectuate the City's acceptance of the easement and to cause the easement agreement to be recorded with the DeWitt County Recorder of Deeds.

Section 3. Effective Date. This Ordinance shall take effect upon its passage, approval, and publication as required by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 2nd DAY OF NOVEMBER 2026.

AYES: ___ NAYES: ___ ABSTAIN: ___ ABSENT: ___

PASSED this 2nd day of November 2026.

_____

Angie Wanserski, City Clerk

APPROVED this 2nd day of November 2026.

_____

Scott Testory, Mayor

COVER SHEET

CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS
PERMANENT ACCESS EASEMENT FROM
JEFFREY J. INSANA

Prepared by and Return to:
JOSEPH P. CHAMLEY
EVANS, FROEHLICH, BETH & CHAMLEY
44 Main Street, Suite 310
Champaign, IL 61820
PH: 217/359-6494
FX: 217/359-6468

CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS
PERMANENT ACCESS EASEMENT FROM
JEFFREY J. INSANA

This permanent access easement made and delivered this 16th day of October, 2026 by **JEFFREY J. INSANA** (hereinafter "Grantor") to the City of Farmer City, Dewitt County, Illinois, a municipal corporation (hereinafter "Grantee"), WITNESSETH:

RECITALS

A. Grantor is the owner of certain real property located in DeWitt County, Illinois, commonly known as approximately 10 acres of unimproved land on the north bank of Salt Creek and west of Main Street, Farmer City, IL, and legally described as: S28 T21 R5 LTS S28A & S28B of Replat of Illinois Power Company Add (Ex S217.56 S28B) with Parcel Number 05-28-377-026 ("Grantor Property").

B. Grantee is the owner of certain real property located in DeWitt County, Illinois, that is surrounded by Grantor Property, with a PIN of 0528377020 ("Grantee Property").

C. Grantor desires to grant to Grantee a perpetual easement over a portion of the Grantor Property for purposes of providing vehicular and pedestrian access to and from the Grantee Property.

NOW, THEREFORE, for $10.00 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement Grantor hereby grants and conveys to Grantee, and Grantee's successors and assigns, a perpetual, non-exclusive easement for ingress, egress, and access, by pedestrians and motor vehicles, over, across, and upon that portion of the Grantor Property immediately south the cemetery ("Easement Area"). The easement may be used by Grantee and Grantee's employees, agents, contractors, successors, and assigns for access to and from the Grantee Property and any public street or roadway serving the Easement Area.

2. Use of Easement Area The Easement Area may be used for pedestrian and vehicular ingress and egress and for other activities reasonably incidental to such access. Neither Grantor nor Grantee shall obstruct the Easement Area or permit any condition that materially interferes with the access rights granted by this Agreement. Grantor may use the Easement Area for any purpose that does not unreasonably interfere with Grantee's rights under this Agreement.

3. Maintenance and Repair The cost of maintaining, repairing, resurfacing, snow removal, and otherwise keeping the Easement Area in a reasonably safe and usable condition shall be borne by Grantee. Neither party shall make a material alteration to the location, grade, width, drainage, or surface of the Easement Area without the prior written consent of the other party, which consent shall not be unreasonably withheld.

4. Damage Any party causing damage to the Easement Area through the negligent or improper use of the Easement Area shall be responsible for repairing such damage or reimbursing the party that performs the repair.

5. No Parking or Storage Unless otherwise agreed in writing, the Easement Area shall not be used for permanent or long-term parking, storage, placement of structures, landscaping, fences, gates, or other obstructions that would materially interfere with ingress and egress.

6. Easement Appurtenant The easement created by this Agreement is appurtenant to the Grantee Property and shall run with the land. The benefit of this Agreement shall pass with title to the Grantee Property, and the burden of this Agreement shall pass with title to the Grantor Property. The rights and obligations contained in this Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, personal representatives, successors, and assigns.

7. Relocation The Easement Area may not be relocated without the written agreement of the owners of both the Grantor Property and the Grantee Property, together with the recording of an appropriate instrument describing the relocated easement.

8. Indemnification To the extent permitted by law, each party shall indemnify and hold the other harmless from claims, damages, or liabilities arising from the indemnifying party's negligent or wrongful acts in connection with its use of the Easement Area.

9. Insurance Each party shall maintain such liability insurance as is reasonably appropriate for its ownership and use of its respective property and the Easement Area.

10. Default and Enforcement If either party violates this Agreement, the other party shall be entitled to pursue all remedies available at law or in equity, including injunctive relief.

11. No Merger The easement created by this Agreement shall not terminate by merger merely because the Grantor Property and Grantee Property subsequently become owned by the same person or entity unless the owner expressly terminates the easement by a written instrument recorded with the Recorder of Deeds.

12. Amendment or Termination This Agreement may be amended or terminated only by a written instrument executed by the then-current owners of the Grantor Property and Grantee Property and recorded with the Recorder of Deeds of DeWitt County, Illinois.

13. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

14. Entire Agreement This Agreement constitutes the entire agreement concerning the easement granted herein and supersedes all prior oral or written agreements concerning the same subject matter.

15. Severability If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16. Recording This Agreement may be recorded with the Recorder of Deeds of DeWitt County, Illinois. Grantor and Grantee agree to execute any additional documents reasonably necessary to effectuate the easement granted herein.