

STARK COUNTY, ILLINOIS



This Instrument
Prepared by and Return to:

Timothy W. Kirk
HEYL, ROYSTER, VOELKER
& ALLEN, P.C.
P.O. Box 6199
Peoria, IL 61601-6199

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (the "Agreement") is made this ____ day of March, 2024, by and between **Joni L. Carter Oberlander, V. Gail Maher, and Janet L. Quiring**, Grantors, and _____ ("Grantee").

Recitals

A. Grantors are the owners of certain real property (the "Servient Estate") located in Stark County, State of Illinois, known as a part of Tracts 4, 5 and 8 as shown in **EXHIBIT A** attached hereto and made a part hereof.

B. Grantee is the owner of certain real property (the "Dominant Estate") located in Stark County, State of Illinois, known as Tract ____ as shown in **EXHIBIT A** attached hereto and made a part hereof.

C. The Dominant Estate and the Servient Estate are adjacent to each other. Grantee desires to obtain an easement for ingress and egress on, over and across a portion of the Servient Estate for the benefit of the Dominant Estate.

Agreements

In consideration of the Recitals set forth above (which are by this reference made a part of this Agreement), the mutual agreements and covenants herein contained and other good and valuable consideration paid by Grantee to Grantors, the receipt and sufficiency of which are hereby mutually acknowledged, Grantors and Grantee agree as follows:

1. **Access Easement.** Grantors hereby grant to Grantee, their successors and assigns, a perpetual, non-exclusive easement (the "Access Easement"), on, over and across that portion of the Servient Estate as shown in **EXHIBIT A** and legally described in **EXHIBIT B** attached hereto and made a part hereof, for ingress and egress for pedestrians and motor vehicles, including without limitation automobiles, motorcycles, trucks and farm equipment, to and from _____ to and from the Dominant Estate (the "Easement Area"). Grantee shall at their sole cost and expense promptly repair all damage to the Easement Area that may result from Grantee's use of the Easement Area.

2. **Use of Easement Area by Grantors.** Grantors, their successors and assigns, may use the Easement Area for ingress and egress for pedestrians and motor vehicles, including without limitation automobiles, motorcycles, trucks and farm equipment, to and from _____ to and from the Servient Estate, and for such other purposes that do not interfere with the use of the Easement Area by Grantee. Grantors shall at their sole cost and expense promptly repair all damage to the Easement Area that may result from Grantors' use of the Easement Area.

3. **Maintenance of Easement Area.** The parties, their successors, and assigns, shall be equally responsible for all maintenance and repairs of, and capital improvements to, the Easement Area necessary to keep the Easement Area in good and safe condition and repair. If the Parties fail to agree on the manner to perform the required maintenance and repairs, either Party shall provide written notice of such failure to the other Party. If the Party receiving notice fails within thirty (30) days to thereafter participate in payment for the required maintenance and repairs, either Party may proceed to cause the required maintenance and repairs to be completed and shall be entitled to recover one-half (1/2) of all such reasonable expenses from the non-participating Party.

4. **Obstruction of Easement Area.** Neither Party shall obstruct or interfere with the other Party's use of the Easement Area.

5. **Grantee's Liability and Indemnity.** Grantee shall be liable for damage to the Servient Estate resulting from the acts or omissions of Grantee or its contractors.

6. Grantors' Liability and Indemnity. Grantors shall be liable for all damage to the Dominant Estate resulting from the acts or omissions of Grantors or their contractors.

7. Successors. The term "Successors" means and includes each of the Party's successors in title to the Dominant Estate or the Servient Estate, or any part thereof or interest therein. The Access Easement, and the rights and privileges granted to Grantee and Grantors, and all the covenants and agreements of the parties as set forth in this Agreement:

(a) as to the Servient Estate, are hereby declared to be and shall be easements, rights, covenants and agreements running with the land;

(b) as to the Dominant Estate, are hereby declared to be and shall be easements, rights, covenants and agreement running with the land;

(c) shall be binding upon, inure to the benefit of and be enforceable in actions in law or in equity by Grantee and each of Grantee's Successors; and

(d) shall be binding upon, inure to the benefit of and be enforceable in actions in law or in equity by Grantors and each of Grantors' Successors.

8. Attorney's Fees. Either party may enforce this Agreement by appropriate action and should it prevail in such litigation, it shall recover as part of its costs a reasonable attorney's fee.

9. Miscellaneous.

(a) Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on Grantee is carried out.

(b) Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered by hand, mailed by registered or certified mail (return receipt requested) to the parties or their successors at the address of record with the Assessor's Office for Stark County, Illinois, and shall be deemed given on the date on which so hand-delivered, telecopied or on the third business day following the date on which so mailed.

The parties hereto have caused this Agreement to be executed as of the day and year first written above.

Grantors:

Joni L. Carter Oberlander, Grantor

V. Gail Maher, Grantor

Janet L. Quiring, Grantor

Grantee:

The remainder of this page left blank intentionally.

STATE OF ILLINOIS)
)
COUNTY OF _____) ss.

I **HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **Joni L. Carter Oberlander, V. Gail Maher, and Janet L. Quiring**, Grantors, known to me to be the same persons whose names are subscribed to the foregoing instrument and that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes set forth in such instrument.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2024.

STATE OF ILLINOIS)
)
COUNTY OF _____) ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____, Grantee, known to me to be the same person whose name is subscribed to the foregoing instrument and that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes set forth in such instrument.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2024.