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2023-3844

09/27/2023 11:28 AM

STATE OF ILLINOIS

COUNTY OF FRANKLIN

KEVIN WILSON

REC FEE: 66.00

RHSP SURCHARGE: 18.00

NON-STANDARD FEE:

**GRANT OF PERMANENT EASEMENT**

This permanent easement grant is made between Keith P. Morhet and Toni J. Morhet (hereinafter "Grantors") and John Knickmeyer and Lisa Knickmeyer (hereinafter "Grantees").

**RECITALS**

The following recitals of fact are a material part of this instrument:

1. Grantors are the owners of a tract of land described as follows (hereinafter "Tract I"):

**TRACT I**

The North One-Half (N ½) of the Northwest Quarter (NW ¼) of Section Seven (7), Township Six (6) South, Range Two (2) East, Except C.H. Kirkpatrick's First Subdivision of the NW ¼ of Section 7, and also except Lots 1, 2, 3, 4, 5, 12, 13, 14, 15, 16, 17, 18 of C.H. Kirkpatrick's Second Subdivision of the NW ¼ of Section 7.

Property Index No. 07-07-103-007 and 07-07-126-001

2. Grantees are the owners of a tract of land described as follows (hereinafter "Tract II"):

**TRACT II**

Lots Five (5), Six (6), and Seven (7) in C.H. Kirkpatrick's First Subdivision of Section Number Seven (7), Township Six (6) South, Range Two (2) East of the Third Principal Meridian, situated in Franklin County, Illinois.

Property Index No: 07-07-101-001 and 07-07-101-002

Property Address: 6186 Park Street Road, Valier, IL 62891

3. EASEMENT AREA: Grantors wish to grant, and Grantees and their successors and assigns wish to receive, an easement for ingress and egress across an area lying within Tract 1 and between the North boundary of Tract II and the South boundary of the public road known as Park Street Road (also known as County Highway Route 37) (the "Easement Area").

#### GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the sum of ten dollars and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the following grants, agreements and covenants, and restrictions are made by and between the parties:

Grant of Easement. Grantors hereby grant to Grantees, and their transferors and assigns, a perpetual easement for ingress and egress across the Easement Area to serve Tract II. In addition, Grantors reserve the right to any above-surface or subsurface use, provided that any use by Grantors shall not obstruct or interfere with Grantees' reasonable use of the easement premises for the limited purpose of ingress and egress onto and from Tract II, and further provided that Grantors shall not use the Easement Area for storage of any personal property. Grantees shall have these rights for themselves and for their lessees, agents, employees, customers, invitees and licensees, and subsequent purchasers.

Either party may arrange for the repair, maintenance, or replacement of the Easement Area. However, repairs and maintenance shall not be undertaken unless the prior written consent of each of the parties is obtained including approval of the total cost of the repairs or replacement. Any work conducted by a party without the permission of the other party (unapproved work) shall be paid for solely by the party ordering and conducting the work.

As a matter of course, the parties shall bring problems or potential problems to the attention of each other as soon as possible and discuss them. The parties shall attempt to resolve any dispute arising out of or relating to this Agreement promptly by good-faith negotiation between the parties. If one or both parties determine that repairs or replacement of the Easement Area is necessary and the parties cannot agree on whether repairs are necessary or concerning the extent, manner, or expense of the repairs or replacement, one or both of the parties may seek mediation of the dispute with a recognized mediator located in the Franklin County, Illinois, area. The parties shall equally bear the fees and expenses of the mediation services. If one or both parties do not wish to mediate or are unhappy with the results of the mediation, then the dispute may be submitted at the request of either party to binding arbitration pursuant to the rules of the American Arbitration Association. The Arbitrator may not award punitive damages. The parties shall equally bear the cost and expense of the Arbitration of the dispute. The award of the arbitrator shall finally resolve the dispute, and judgment on the award may be entered by any court with jurisdiction to enforce the award.

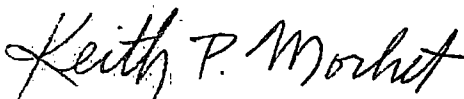
Damage. Each party agrees to exercise reasonable care in the use of the Easement Area so as not to cause more than normal wear and tear on the easement improvements. Any damage caused to the easement premises beyond normal wear and tear caused by a party or by his or her guests or invitees shall be promptly repaired by that party at his or her sole expense.

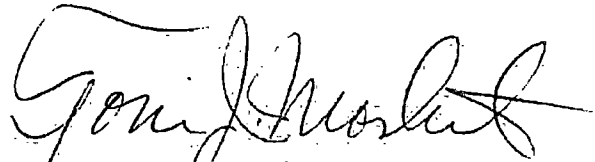
Running of Benefits and Burdens. All provisions of this instrument including the benefits and burdens shall run with the land and are binding on and inure to the heirs, assigns, successors, tenants, and personal representatives of the parties.

In witness whereof, the parties have executed this grant effective this 14<sup>th</sup>

day of SEPTEMBER, 2023.

GRANTORS:

  
Keith P. Morhet


  
Toni J. Morhet

STATE OF ILLINOIS                      )  
  )  
COUNTY OF WASHINGTON            )  
  )            SS.

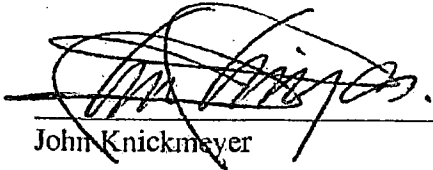
I, the undersigned notary public in and for the County and State aforesaid, do hereby certify that Keith P. Morhet and Toni J. Morhet, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as their free, voluntary and authorized act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of September, 2023.



  
\_\_\_\_\_  
NOTARY PUBLIC

GRANTEES:

  
\_\_\_\_\_  
John Knickmeyer


STATE OF Virginia )  
COUNTY OF Arlington )

SS.

I, the undersigned notary public in and for the County and State aforesaid, do hereby certify that John Knickmeyer, 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 foregoing instrument as his free, voluntary and authorized act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18<sup>th</sup> day of September, 2023.



  
\_\_\_\_\_  
NOTARY PUBLIC

GRANTEES:

[Handwritten Signature]  
Lisa Knickmeyer

STATE OF Maryland

COUNTY OF Baltimore City SS.

I, the undersigned notary public in and for the County and State aforesaid, do hereby certify that Lisa Knickmeyer, 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/she signed, sealed and delivered the foregoing instrument as his/her free, voluntary and authorized act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18<sup>th</sup> day of September, 2023.

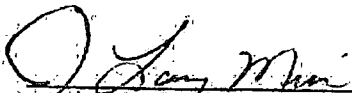
[Handwritten Signature]  
NOTARY PUBLIC



**FRANKLIN COUNTY BOARD APPROVAL:**

This Grant of Permanent Easement has been reviewed and approved by the Franklin County Board by a majority vote on this 18<sup>th</sup> day of September, 2023.

APPROVED:

  
\_\_\_\_\_  
Larry Miller, Chairman  
Franklin County Board

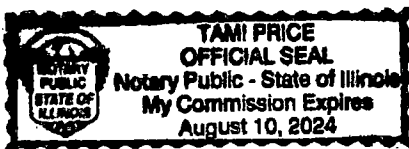
DATE: 9-18-23\_\_\_\_\_

STATE OF Illinois )  
  ) )  
COUNTY OF Franklin )

SS.

I, the undersigned notary public in and for the County and State aforesaid, do hereby certify that Larry Miller, 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 foregoing instrument as his free, voluntary and authorized act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18 day of ~~September~~ September, 2023.



  
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:  
Attorney Jonathan Cantrell  
Hart Cantrell LLC  
Attorneys at Law  
602 Public Square  
Benton, IL 62812  
Telephone 618/435-8123  
Telefax 618/435-2962

**\*\*THIS INSTRUMENT PREPARED WITHOUT EXAMINATION OF TITLE\*\***