

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement is made between Steven Lane Heyder, Richard Dean Heyder, and John Henry Heyder, Sole Heirs of Charles Richard Heyder and Letitia Ann Heyder, Deceased (hereinafter "Grantors") and Chase K. McLaren and Taigan B. McLaren (hereinafter "Grantees"); and the City of West Frankfort, Franklin County, Illinois ("City").

RECITALS

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

1. Grantor, Steven Lane Heyder, is the owner of a tract of land currently encumbered by a permanent non-exclusive Right-of-Way for the benefit of City over the following described property (the "Existing Easement"):

PART OF THE SOUTHEAST FOURTH OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT AN IRON PIN MARKING THE NORTHEAST CORNER OF THE SAID SOUTHEAST FOURTH OF THE SOUTHEAST QUARTER AND RUNNING THENCE SOUTHERLY ALONG THE EAST LINE THEREOF, A DISTANCE OF 223.29 FEET TO AN IRON PIN MARKING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE RUNNING WESTERLY ALONG A LINE HAVING A DEFLECTION ANGLE TO THE RIGHT OF 89°20'49" A DISTANCE OF 467.81 FEET TO AN IRON PIN MARKING THE SOUTHEAST CORNER OF ONE ACRE OUT OF THE NORTHWEST CORNER OF THE NORTHEAST FOURTH OF THE SOUTHEAST FOURTH OF THE SOUTHEAST QUARTER; THENCE RUNNING NORTHERLY ALONG THE EAST LINE THEREOF A DISTANCE OF 25.00 FEET TO AN IRON PIN; THENCE RUNNING EASTERLY ALONG A LINE HAVING A DEFLECTION ANGLE TO THE RIGHT OF 89°41'34" A DISTANCE OF 467.96 FEET TO AN IRON PIN ON THE EAST LINE OF THE SAID QUARTER-QUARTER; THENCE RUNNING SOUTHERLY

ALONG THE SAID EAST LINE A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, ALL BEING SITUATED IN FRANKLIN COUNTY, ILLINOIS, AND CONTAINING 0.27 ACRES, MORE OR LESS THEREIN.

See ORDINANCE NO. JS3-220, attached hereto as "Exhibit A."

2. Grantors, Steven Lane Heyder, Richard Dean Heyder, and John Henry Heyder, Sole Heirs of Charles Richard Heyder and Letitia Ann Heyder, Deceased, are the owners of a Leasehold Interest, and City is the owner of the fee simple interest, in the following described properties:

LEGAL DESCRIPTION FOR REVISED LOT 67A:

A part of the Southeast Quarter of the Southeast Quarter of Section 18, Township 7, South, Range 4 East of the Third Principal Meridian, located in Franklin County, Illinois. Further described as follows:

Commencing at the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 18; thence South 00 degrees 53 minutes 17 seconds West along the East line of said Quarter-Quarter, a distance of 223.09 feet to a Roof Bolt found; thence North 89 degrees 45 minutes 20 seconds West along the South line of Heyder Lane, a distance of 253.53 feet to a Roof Bolt found; thence North 89 degrees 53 minutes 14 seconds West continuing along said South line, a distance of 103.95 feet to a Roof Bolt found at the Point of Beginning of the Revised Lot 67A; thence South 01 degrees 52 minutes 52 seconds West, 185.93 feet to a Roof Bolt found; thence South 48 degrees 39 minutes 19 seconds West, 320.06 feet to a point; thence North 31 degrees 43 minutes 47 seconds West, 120.97 feet to a point; thence North 00 degrees 45 minutes 29 seconds East along the West line of said Quarter-Quarter, a distance of 45.27 feet to a #4 Rebar set; thence North 70 degrees 18 minutes 59 seconds East a distance of 208.77 feet to Roof Bolt found; thence North 00 degrees 40 minutes 15 seconds East a distance of 179.32 feet to a Roof Bolt found; thence South 89 degrees 43 minutes 53 seconds East a distance of 110.75 feet to the said Point of Beginning. Revised Lot 67A contains 1.15 Acres, more or less.

LEGAL DESCRIPTION FOR REVISED LOT 67B:

A part of the Southeast Quarter of the Southeast Quarter of Section 18, Township 7 South, Range 4 East of the Third Principal Meridian, located in Franklin County, Illinois. Further described as follows:

Commencing at the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 18; thence South 00 degrees 53 minutes 17 seconds West along the East line of said Quarter-Quarter, a distance of 223.09 feet to a Roof Bolt found; thence North 89 degrees 45 minutes 20 seconds West along the South line of Heyder Lane, a distance of 253.53 feet to a Roof Bolt found at the Point of Beginning of the Revised Lot

67B; thence North 89 degrees 53 minutes 14 seconds West continuing along said South line, a distance of 103.95 feet to a Roof Bolt found; thence South 01 degrees 52 minutes 52 seconds West a distance of 185.93 feet to a Roof Bolt found; thence South 48 degrees 39 minutes 19 seconds West, 320.06 feet to a point; thence South 12 degrees 37 minutes 45 seconds East a distance of 57.72 feet to a point; thence South 13 degrees 56 minutes 07 seconds East a distance of 77.33 feet to a point; thence North 43 degrees 27 minutes 59 seconds East a distance of 460.58 feet to a Roof Bolt found; thence North 00 degrees 39 minutes 53 seconds East a distance of 194.17 feet to the said Point of Beginning. Revised Lot 67B contains 1.35 Acres, more or less.

3. Grantors are the Sellers, and Grantees are the Buyers under a Lake Lot Lease Sales Contract dated July 30, 2024, the purpose of which is to transfer Grantors' aforementioned Leasehold Interest to Grantees as to Revised Lot 67B, described above.

4. Grantors wish to grant, and Grantees and their successors and assigns wish to receive, an easement for purposes of ingress and egress across the Existing Easement Area as well as the existing road that runs from the Existing Easement Area to and across Revised Lot 67A, described above, so that Grantees and their successors and assigns may obtain unfettered access to the above-described Revised Lot 67B.

GRANT OF PERMANENT EASEMENT

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10) 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 Existing Easement Area as well as the existing road that runs from the Existing Easement Area to and across Revised Lot 67A, described above, to serve Revised Lot 67B in perpetuity. 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 Revised Lot 67B, Grantees shall have these rights for themselves and for their lessees, agents, employees, customers, invitees and licensees, and subsequent purchasers.

Either party (Grantors, Grantees and/or City) may arrange for the repair, maintenance, or replacement of the Easement Area with the consent of the other parties to this Agreement. The costs of maintenance, repairs, and/or replacement shall be divided as follows: 50% payable by City, 25% payable by Grantors (or their successors and assigns), and 25% payable by Grantees (or their successors and assigns). 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. The parties agree the Easement Area shall be maintained to a standard equivalent or better than the condition of the public road known as Woodman Lane, which is adjacent to the Existing Easement.

Given under my hand and notarial seal this _____ day of _____, 2024.

NOTARY PUBLIC

GRANTEES:

Chase K. McLaren

Taigan B. McLaren

STATE OF ILLINOIS)

) SS.

COUNTY OF _____)

I, the undersigned notary public in and for the County and State aforesaid, do hereby certify that Chase K. McLaren and Taigan B. McLaren, 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 _____ day of _____, 2024.

NOTARY PUBLIC

CITY OF WEST FRANKFORT, ILLINOIS

BY: _____
Mayor

ATTEST: _____
City Clerk

STATE OF ILLINOIS)
)
COUNTY OF _____) SS.

I, the undersigned notary public in and for the County and State aforesaid, do hereby certify that Tim Arview and Andrea Bolen, in their official capacities as described above, and 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.

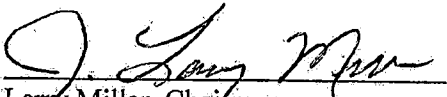
Given under my hand and notarial seal this _____ day of _____, 2024.

NOTARY PUBLIC

FRANKLIN COUNTY BOARD APPROVAL:

This Permanent Easement Agreement has been reviewed and approved by the Franklin County Board by a majority vote on this 16th day of September, 2024.

APPROVED:


Larry Miller, Chairman
Franklin County Board

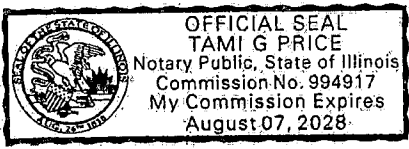
DATE: 9-16-2024

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 16th day of September

_____, 2024.



Tami G Price
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
Attorney Jonathan Cantrell
Hart Cantrell & Thompson 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****

ORDINANCE NO. JS3- 220

AN ORDINANCE AUTHORIZING THE CITY OF WEST FRANKFORT TO ACCEPT A GRANT OF A NON-EXCLUSIVE RIGHT-OF-WAY FROM LETITIA ANN HEYDER.

WHEREAS, the City Council finds and determines that the best interests of the City and its residents will be served by the acceptance of said non-exclusive right-of-way, upon the terms and conditions as set forth in the proposed Grant of Right-Of-Way, a copy of which is attached hereto as "Exhibit 1" and incorporated by reference herein.


NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST FRANKFORT, FRANKLIN COUNTY, ILLINOIS, as follows:

1. That the Mayor is hereby authorized and directed to sign and the City Clerk is hereby authorized and directed to attest the Acceptance of the Grant of Non-Exclusive Right-Of-Way from Letitia Ann Heyder, which Grant and Acceptance shall be in the form attached hereto as "Exhibit 1".

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST FRANKFORT, FRANKLIN COUNTY, ILLINOIS THIS 23d DAY OF May, 1995.

AYES: 5
NAYS: 0
ABSENT: 0

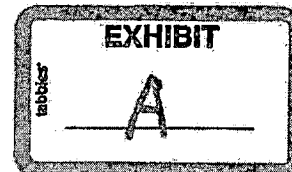
APPROVED BY THE MAYOR OF THE CITY OF WEST FRANKFORT, THIS 23d DAY OF May, 1995.


John Simmons, Mayor of the City of West Frankfort

ATTEST:


Barbara Graves, City Clerk

ORDINANCE NO. JS3-220



GRANT OF NON-EXCLUSIVE RIGHT-OF-WAY

LETITIA ANN HEYDER, of 804 North Jefferson, West Frankfort, Illinois hereby conveys to the CITY OF WEST FRANKFORT, ILLINOIS, an Illinois municipality, in consideration of TEN (\$10.00) DOLLARS paid by the CITY OF WEST FRANKFORT, ILLINOIS to me, a non-exclusive Right-of-Way for the maintenance and operation of the Lake West Frankfort dam. This Right-of-Way shall only be used by the employees, contractors, subcontractors, representatives or agents of the CITY OF WEST FRANKFORT, ILLINOIS. Grantor retains the right, along with her agents, heirs, assigns and invitees to use the Right-of-Way parcel.

Grantee, CITY OF WEST FRANKFORT, ILLINOIS shall construct and maintain at its own expense on said real estate a roadway for ingress and egress to maintain the said city dam.

Grantor specifically intends that this grant of Right-of-Way will in no way ever ripen into a Public Right-of-Way or easement for public use. It is specifically granted to the CITY OF WEST FRANKFORT, ILLINOIS, its employees and agents solely and for the purpose herein setforth.

This Right-of-Way is granted upon the following terms and conditions, which Grantee for and on behalf of itself expressly acknowledges, undertakes and agrees to fulfill and discharge, namely:

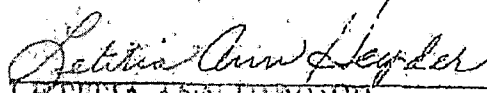
1. The Grantor shall have and retain all rights to the use and occupation of the real estate, except as expressly granted and provided and such use and occupation by the grantor shall not be unnecessarily interfered with by Grantee.
2. The Grantee agrees to indemnify and save harmless the Grantor, her successors and assigns, from any loss, damage or expense in the nature of a legal liability which the Grantor may suffer, incur or sustain or for which the Grantor may become legally liable arising or growing out of any injury or damage to persons, or to real or personal property, caused by any negligence of the Grantee or its contractors, subcontractors, agents or representatives, or any of them, in the maintenance and operation of the roadway over the described premises.
3. The Grantor covenants and agrees that the Grantor will not in any manner disturb, damage, destroy, injure or obstruct the roadway or any part, and will not obstruct or interfere with the Grantee, its contractors or subcontractors or with the agents or employees of them or either of them, in the exercise of any of the rights, privileges, or authorities given and granted.



4. The Grantee understands that this right is not assignable or transferable by the CITY OF WEST FRANKFORT, ILLINOIS to any person, company, or corporation whatsoever.

5. The Grantee shall signify its acceptance of this grant of non-exclusive Right-of-Way in writing. The Right-of-Way is over the following real estate:

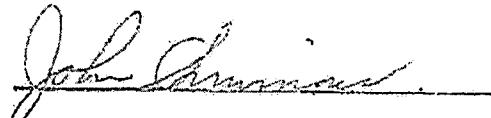
SEE ATTACHED EXHIBIT A


LETITIA ANN HEYDER

ACCEPTANCE

The CITY OF WEST FRANKFORT, ILLINOIS accepts the above grant of non-exclusive Right-of-Way and the terms and conditions.

IN WITNESS, the CITY OF WEST FRANKFORT, ILLINOIS has caused this acceptance to be executed by its Mayor pursuant to authority granted by the Council of the CITY OF WEST FRANKFORT, ILLINOIS and to be attested to by its City Clerk.


MAYOR JOHN SIMMONS

ATTEST: 
CITY CLERK

PART OF THE SOUTHEAST FOURTH OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT AN IRON PIN MARKING THE NORTHEAST CORNER OF THE SAID SOUTHEAST FOURTH OF THE SOUTHEAST QUARTER AND RUNNING THENCE SOUTHERLY ALONG THE EAST LINE THEREOF, A DISTANCE OF 223.29 TO AN IRON PIN MARKING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE RUNNING WESTERLY ALONG A LINE HAVING A DEFLECTION ANGLE TO THE RIGHT OF $89^{\circ} 20' 49''$, A DISTANCE OF 467.81 FEET TO AN IRON PIN MARKING THE SOUTHEAST CORNER OF ONE ACRE OUT OF THE NORTHWEST CORNER OF THE NORTHEAST FOURTH OF THE SOUTHEAST FOURTH OF THE SOUTHEAST QUARTER; THENCE RUNNING NORTHERLY ALONG THE EAST LINE THEREOF A DISTANCE OF 25.00 FEET TO AN IRON PIN; THENCE RUNNING EASTERLY ALONG A LINE HAVING A DEFLECTION ANGLE TO THE RIGHT OF $89^{\circ} 41' 34''$, A DISTANCE OF 467.96 FEET TO AN IRON PIN ON THE EAST LINE OF THE SAID QUARTER - QUARTER; THENCE RUNNING SOUTHERLY ALONG THE SAID EAST LINE A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING, ALL BEING SITUATED IN FRANKLIN COUNTY, ILLINOIS, AND CONTAINING 0.27 ACRES MORE OR LESS THEREIN.

EXHIBIT A