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MCGRATH LAW OFFICE, P.C.  
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**EASEMENT**

For Recorder Use Only

**GRANT OF PERMANENT EASEMENT**

This permanent easement grant is made between GOULD FAMILY TRUST and HANCOCK REALTY PARTNERS, LLC (hereinafter "GRANTOR") and \_\_\_\_\_ (hereinafter "GRANTEE").

WHEREAS, GRANTOR is the owner of a tract of land described as follows (hereinafter "Tract 4"):

**TRACT 4**

A PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP-24-NORTH, RANGE--3-WEST, OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 16; THENCE SOUTH 87 DEGREES 43 MINUTES 00 SECONDS WEST, (BEARING ARE BASED ON ILLINOIS WEST ZONE, NAD 83 2011 ADJUSTMENT) ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 1062.31 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

FROM THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 43 MINUTES 00 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 200.01 FEET; THENCE NORTH 02 DEGREES 58 MINUTES 51 SECONDS WEST, A DISTANCE OF 1582.51 FEET; THENCE NORTH 87 DEGREES 35 MINUTES 55 SECONDS WEST, A DISTANCE OF 203.73 FEET; THENCE NORTH 06 DEGREES 40 MINUTES 04 SECONDS WEST, A DISTANCE OF 172.32 FEET; THENCE NORTH 02 DEGREES 58 MINUTES 51 SECONDS WEST, A DISTANCE OF 75.37 FEET; THENCE NORTH 89 DEGREES 01 MINUTES 45 SECONDS EAST, A DISTANCE OF 418.11 FEET; THENCE SOUTH 01 DEGREES 18 MINUTES 39 SECONDS EAST, A DISTANCE OF 234.51 FEET; THENCE SOUTH 37 DEGREES 31

MINUTES 02 SECONDS EAST, A DISTANCE OF 65.77 FEET; THENCE SOUTH 87 DEGREES 45 MINUTES 06 SECONDS EAST, A DISTANCE OF 771.70 FEET; THENCE NORTH 01 DEGREES 52 MINUTES 32 SECONDS WEST, A DISTANCE OF 345.89 FEET; THENCE NORTH 28 DEGREES 42 MINUTES 03 SECONDS EAST, A DISTANCE OF 411.13 FEET; THENCE NORTH 86 DEGREES 44 MINUTES 23 SECONDS EAST, A DISTANCE OF 100.90 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 18 MINUTES 02 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 1240.54 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 28 SECONDS WEST, A DISTANCE OF 791.24 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 33 SECONDS EAST, A DISTANCE OF 213.97 FEET; THENCE NORTH 47 DEGREES 58 MINUTES 20 SECONDS WEST, A DISTANCE OF 154.35 FEET; THENCE SOUTH 84 DEGREES 29 MINUTES 27 SECONDS WEST, A DISTANCE OF 382.10 FEET; THENCE SOUTH 02 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 1173.27 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 00 SECONDS EAST, A DISTANCE OF 180.01 FEET; THENCE SOUTH 02 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 100.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 20.57 ACRES, MORE OR LESS, SUBJECT TO THAT PORTION ALONG THE SOUTH SIDE BEING USED AS PUBLIC ROAD RIGHT-OF-WAY FURTHER BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

Part of PIN 12-12-16-400-001

WHEREAS, GRANTEE is the owner of a tract of land described as follows (hereinafter "Tract 2"):

**Tract 2**

A PART OF THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP24-NORTH, RANGE-3-WEST, OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, THENCE NORTH 87 DEGREES 43 MINUTES 00 SECOND EAST, (BEARINGS ARE BASED ON ILLINOIS WEST ZONE, NAD 83,2011 ADJUSTMENT) ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 289.72 FEET; TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

FROM THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 16 MINUTES 19 SECONDS WEST, A DISTANCE OF 3962.18 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE NORTH 87 DEGREES 26 MINUTES 56 SECONDS

EAST, ALONG SAID NORTH LINE, A DISTANCE OF 2322.77 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREES 18 MINUTES 02 SECONDS EAST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER AND THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1785.13 FEET; THENCE SOUTH 86 DEGREES 44 MINUTES 23 SECONDS WEST, A DISTANCE OF 100.90 FEET; THENCE SOUTH 28 DEGREES 42 MINUTES 03 SECONDS WEST, A DISTANCE OF 411.13 FEET; THENCE SOUTH 01 DEGREES 52 MINUTES 32 SECONDS EAST, A DISTANCE OF 345.89 FEET; THENCE NORTH 87 DEGREES 45 MINUTES 06 SECONDS WEST, A DISTANCE OF 771.70 FEET; THENCE NORTH 37 DEGREES 31 MINUTES 02 SECONDS WEST, A DISTANCE OF 65.77 FEET; THENCE NORTH 01 DEGREES 18 MINUTES 39 SECONDS WEST, A DISTANCE OF 234.51 FEET; THENCE SOUTH 89 DEGREES 01 MINUTES 45 SECONDS WEST, A DISTANCE OF 418.11 FEET; THENCE SOUTH 02 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 75.37 FEET; THENCE SOUTH 06 DEGREES 40 MINUTES 04 SECONDS EAST, A DISTANCE OF 172.32 FEET; THENCE SOUTH 87 DEGREES 35 MINUTES 55 SECONDS EAST, A DISTANCE OF 203.73 FEET; THENCE SOUTH 02 DEGREES 58 MINUTES 51 SECONDS EAST, A DISTANCE OF 1582.51 FEET, TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 87 DEGREES 43 MINUTES 00 SECONDS WEST, ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 1062.23 FEET, TO THE POINT OF BEGINNING, CONTAINING 160.24 ACRES, MORE OF LESS, SUBJECT TO THE SOUTH PORTION BEING USED FOR PUBLIC ROAD RIGHT-OF-WAY FURTHER BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

Part of PIN 12-12-16-400-001

WHEREAS, GRANTOR wishes to grant and GRANTEE wishes to receive an easement across a portion of Tract 4, such portion being hereinafter referred to as the "Easement Premises" and being more particularly described as follows:

THE WEST FIFTY FEET (50') OF THE SOUTH ONE HUNDRED FEET (100') OF THAT CERTAIN TRACT IDENTIFIED AS "20.57 ACRE TRACT" ON A PLAT OF SURVEY RECORDED AS DOCUMENT # \_\_\_\_\_ IN BOOK \_\_\_\_ PAGE \_\_\_\_\_ IN THE OFFICE OF THE TAZEWELL COUNTY CLERK/RECORDER, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 3 WEST, OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

Part of PIN 12-12-16-400-001

NOW, THEREFORE, in consideration of one dollar 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:

1. **Grant of Easement.** GRANTOR hereby grants to GRANTEE, and his or her transferors and assigns, a perpetual easement for ingress and egress across the Easement Premises to serve Tract 2. Exclusive use of the easement premises is not hereby granted, as the easement premises shall also be used for ingress and egress for GRANTEE. In addition, GRANTOR reserves the right to any above-surface or subsurface use, provided that any use by GRANTOR shall not obstruct or interfere with GRANTEE'S reasonable use of the easement premises. GRANTEE shall have these rights for himself and for his lessees, agents, employees, customers, invitees and licensees, and subsequent purchasers. Said use of easement by GRANTEE shall be for agricultural purposes only, such as for ingress and egress for farm machinery and equipment.
2. **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.
3. **Parking.** Both parties covenant that vehicles shall not be parked on the easement premises except as long as may be reasonably necessary to load and unload.
4. **Damage.** Each party agrees to exercise reasonable care in the use of the easement premises 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.
5. **Improvement and Paving of Easement.** The existing driveway located on the easement premises is a gravel driveway. The gravel driveway shall be maintained, and shall not be improved by paving with concrete or asphalt, except with the consent of GRANTOR and GRANTEE.
6. **Maintenance.** GRANTOR shall keep the existing gravel driveway and any surface water drainage improvements associated therewith in good repair. GRANTEE shall reimburse GRANTOR for 10% of any costs of maintenance of the gravel driveway and any associated surface water drainage improvements. GRANTEE shall owe no reimbursement to GRANTOR for labor performed by GRANTOR. The repairs and maintenance shall include keeping the drive in good repair and adding gravel periodically as needed. Reimbursement shall be paid from GRANTEE to GRANTOR within 30 days of GRANTOR mailing to GRANTEE at the address which GRANTEE'S property tax bill is mailed a paid invoice for maintenance or repair of the gravel driveway or drainage improvements.

IN WITNESS WHEREOF, the GRANTOR has set their hands and seals as of the date last set forth below:

GRANTOR

Gould Family Trust

By: \_\_\_\_\_

Date: \_\_\_\_\_

James Gould, Trustee

STATE OF \_\_\_\_\_ )

) SS.

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the GRANTOR has set their hands and seals as of the date last set forth below:

Hancock Realty Partners LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

Julie Armistead, General Manager

STATE OF \_\_\_\_\_ )

) SS.

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the GRANTOR has set their hands and seals as of the date last set forth below:

GRANTEE

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  )        SS.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public