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IN RE:

The West Half of the Northwest Quarter  
Section Three, Township One North,  
Range One East of the Third Principal  
Meridian, Marion County, Illinois

AND

The East Half of the Northwest Quarter  
Section Three, Township One North,  
Range One East of the Third Principal  
Meridian, Marion County, Illinois

COVER SHEET FOR  
GRANT OF EASEMENT DATED 10-2-24

Prepared by: Ryan D. Rich - Wham & Wham - 212 E. Broadway - Centralia, IL 62801

Return to: Ryan D. Rich - Wham & Wham - 212 E. Broadway - Centralia, IL 62801

*282*  
*✓*

## GRANT OF EASEMENT

WHEREFORE, Glenda Jordan, Guy Langenfeld and Jeanne Plassman (hereinafter "the Grantors") are fee simple owners of the following tract of land:

The West Half (W ½) of the Northwest Quarter (NW ¼) of Section 3, Township 1 North, Range 1 East of the Third Principal Meridian, situated in the County of Marion, State of Illinois, consisting of +/- 80 acres.

WHEREFORE, Jake Jordan, Diana Langenfeld, Michele Wangler and Jonathan Langenfeld (hereinafter "the Grantees") are the fee simple owners of the following tract of land:

The East Half (E ½) of the Northwest Quarter (NW ¼) of Section 3, Township 1 North, Range 1 East of the Third Principal Meridian, situated in the County of Marion, State of Illinois, consisting of +/- 80 acres.

WHEREFORE, the aforementioned lands of the Grantees and the Grantors were once commonly owned under unity of title until May 13, 1961, at which time title to the commonly owned tract of land was separate by a recorded conveyance.

WHEREFORE, at all times following the May 13, 1961 separation of title, the aforementioned land of the Grantees lacked legal access to a public roadway.

WHEREFORE, the Grantees seek to establish legal public roadway access to the aforementioned land of the Grantees over and through the aforementioned land of the Grantors. THEREFORE,

We, the Grantors, Glenda Jordan, Guy Langenfeld, and Jeanne Plassman, for and in consideration of the sum of one dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey and convey to the Grantees, Jake Jordan, Diana Langenfeld, Michele Wangler, Jonathan Langenfeld, and their successors and assigns, a non-exclusive perpetual utility and roadway easement for purposes of ingress and egress to the aforementioned land of the Grantors, subject to the following terms and limitations:

A. Said easement shall consist of a 25-foot wide strip of land to begin at Norton Road on the western edge of the aforementioned land of the Grantors and continue generally eastward until reaching the western boundary of the aforementioned land of the Grantees. The general location of said easement shall be upon the pathway now existing on the aforementioned land of the Grantors immediately to the north of and including the overhead electric transmission lines servicing the aforementioned lands of the Grantees commencing at or near Norton Road, as set forth in Exhibit A.

B. Grantors reserve unto themselves, their heirs, representative and assigns, the right to use said utility and roadway easement, and further reserve the right to convey other non-exclusive utility and roadway easements for purposes of ingress and egress across said easement to other persons or entities. The Grantors assume no duty to maintain or repair said easement or roadway, except: (1) Grantors shall be responsible for the repair of any damages Grantors and/or their agents, employees, assigns, servants, permittees and/or invitees cause to said easement or roadway; and (2) Grantors shall maintain the easement or roadway, at a minimum of once annually in the Fall, for as long as Grantors are required to mow firebreaks on the land of Grantors pursuant to any state or federal forestry or tree management program and/or contract that remains in force or effect on the land of Grantors. Grantees shall otherwise maintain said easement or roadway, including repairing any damage to said easement or roadway not caused by Grantors and/or their, agents, employees, assigns, servants, permittees and/or invitees and shall, at a minimum, maintain the easement or roadway once annually in the Spring. No term of this Grant of Easement shall operate to prevent either Grantors or Grantees from performing maintenance on the easement or roadway more frequently than prescribed herein. For purposes of this Paragraph B, the terms "maintain" and "maintenance" shall be defined to mean to mow, to clear overhanging or fallen trees and limbs and/or to otherwise perform the work necessary to make the easement or roadway passable by passenger vehicle during periods of dry weather.

C. Grantees shall maintain a gate and/or other barrier at the entrance of easement from Norton Road in a functional condition and such gate and/or barrier shall be secured with a lock, with keys or code to said lock being provided to both Grantees and Grantors.

D. Grantees shall indemnify Grantors and hold them harmless for any injuries and/or damages relating to or regarding Grantees' (and/or their agents, employees, assigns, servants, permittees and/or invitees) construction, maintenance or use of said easement or roadway.

E. Grantors shall indemnify Grantees and hold them harmless for any injuries and/or damages relating to or regarding Grantors' (and/or their agents, employees, assigns, servants, permittees and/or invitees) construction, maintenance or use of said easement or roadway.

F. Grantees, including their agents, employees, assigns, servants, permittees and/or invitees have acknowledged that a portion of Grantors' land is enrolled in one or more state or federal forestry and/or tree management programs and/or contracts. As an expressly bargained for term and limitation of this Grant of Easement, Grantees, including their agents, employees, assigns, servants, permittees and/or invitees, shall not perform any act or engage in any conduct which will cause any damage to the trees under such program(s) or contract(s) and Grantees assume

G. Upon the date of execution by Grantors set forth hereinafter, this Grant of Easement shall be binding upon Grantees and Grantors and extend perpetually into the future and shall be binding upon their personal representatives, agents, subsequent purchasers, successors and assigns.

9-14-2024

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Date

Karla R. Jackson  
NOTARY PUBLIC

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Signed:

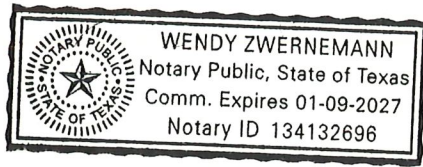
Guy Langenfeld  
GUY LANGENFELD – Grantor

10/02/2024  
Date

State of TEXAS )  
County of Travis ) SS.

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Guy Langenfeld personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 2 day of October, 2024.



Wendy Zwernemann  
NOTARY PUBLIC

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Signed:

Jeanne Plassman  
JEANNE PLASSMAN - Grantor

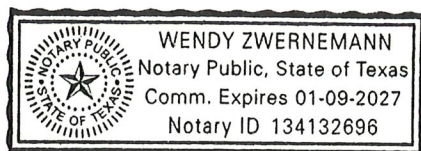
10/02/24  
Date

State of TEXAS )

County of WILLIAMSON ) SS.

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Jeanne Plassman personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 2 day of October, 2024.



Wendy Zwerneemann  
NOTARY PUBLIC

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