

Prepared by:

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419 Fulton Street
Peoria, IL 61602

After recording return to:

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419 Fulton Street
Peoria, IL 61602

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made effective as of this ____ day of _____, 2021 (the “**Effective Date**”), by and between the City of Peoria, Illinois (“**Grantor**”) and FMB Holdings LLC. (“**Grantee**”).

RECITALS:

A. Grantor is the fee owner of certain real property situated in the City of Peoria, Peoria County, Illinois, which real property is legally described on Exhibit A attached hereto (the “**Grantor Parcel**”).

B. Grantee is the fee owner of certain real property situated adjacent to the Grantor Parcel, which real property is legally described on Exhibit B attached hereto (the “**Grantee Parcel**”).

C. Grantee desires to obtain certain access rights over and across the Grantor Parcel, which are necessary for the development and operation of the Grantee Parcel.

D. Grantee also desires to maintain the structure which sits partially on Grantor’s parcel and Grantee’s parcel.

E. Grantor wishes to promote and facilitate economic development in the area of the Grantee Parcel and is therefore willing to grant access easements as set forth herein.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby grant and convey as follows:

1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied. The Recitals are incorporated herein by reference.

(a) Access Easement. Grantor hereby grants to Grantee, its customers, invitees, licensees, tenants, employees, successors and assigns, as an easement appurtenant to and for the benefit of the Grantee Parcel, a perpetual, non-exclusive easement for pedestrian and vehicular access, over, across and through all pedestrian and vehicular roadways, sidewalks and other access ways located on the Grantor Parcel for ingress and egress from and to the Grantee Parcel to and from all public rights of way adjacent to the Grantor Parcel. Exclusive use of the Grantor Parcel is not hereby granted. 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 Grantor Parcel. Grantor may alter any such access ways so long as reasonable access from and to the Grantee Parcel to and from all public rights of way adjacent to the Grantor Parcel is maintained. This Easement Agreement will automatically terminate upon Grantee purchasing their own access to the Grantee Parcel.

2. Damage. Grantee agrees to exercise reasonable care in the use of the Grantor Parcel so as not to cause more than normal wear and tear on the Grantor Parcel improvements. Any damage caused to the Grantor Parcel beyond normal wear and tear caused by the Grantee or its guests or invitees shall be promptly repaired by Grantee at its sole expense.

3. Runs with the Land. This Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

4. Maintenance. Grantee shall be obligated to maintain and keep in good repair the exterior and interior of the structure, which is located on Grantee's parcel and part of Grantor's parcel. Grantee shall maintain all major systems such as the heating, plumbing, and electrical, if applicable. The Grantee will maintain, at their expense, insurance insuring the deck against loss by fire and negligence, naming the City as an Additional Insured. The Grantee shall provide Grantor with a copy of such insurance certification or policy prior to the recording of this easement and annually, thereafter.

5. Governing Law. This Agreement shall be governed by the laws of the State of Illinois Recording. This Agreement shall be recorded in Peoria County, Illinois, within ten (10) days of execution by both parties, at the expense of the Grantee.

6. Amendment. The provisions of this Agreement may only be modified or amended in whole or in part, by a written instrument signed by all parties (or their successors and assigns, as applicable), which instrument shall then be duly recorded in Peoria County, Illinois.

7. Severability. The invalidity of any part of this Agreement shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and, in such event, all of the other provisions of this Agreement shall continue in full force and effect as if such invalid provisions had not been included herein.

8. Failure to Enforce Not a Waiver. No provision contained in this Agreement shall be deemed to have been invalidated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

9. Captions. The captions herein contained are inserted only for reference, and in no way define, limit or describe the scope of this Agreement or the meaning of any provisions hereof.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date first above written.

CITY OF PEORIA, ILLINOIS

By: _____

Its: _____

Attest: _____

Its: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the _____ and _____, respectively, of the City of Peoria, an Illinois municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such _____ and _____, respectively, and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth; and on their respective oaths stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2021.

Notary Public

IN WITNESS WHEREOF, Grantee has executed this Agreement as of the date first above written.

FMB HOLDINGS, LLC

By: _____

Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF PEORIA)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of FMB Holdings, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his free and voluntary act as such _____ and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth; and on his/her oath stated that he/she was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2021.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PARCEL

Lots 1-6 in Block 51 of Bigelow & Underhill's Addition to Peoria, Illinois, together with the northeast half of vacated Harrison Street lying southwest and adjacent thereto; excepting therefrom that portion conveyed by Warranty Deed recorded as Document No. 95-28658; further excepting therefrom that portion conveyed by Warranty Deed recorded as Document No. 97-40540; and further excepting therefrom the following described parcel:

Part of Lot 6 of Block 51 of Bigelow and Underhill's Addition to the City of Peoria, located in the East Half of Section 9, Township 8 North, Range 8 East of the Fourth Principal Meridian, State of Illinois, and a portion of vacated Harrison Street lying between Blocks 50 and 51 of Bigelow and Underhill's Addition to the City of Peoria, being more particularly described as follows:

Commencing at the most westerly corner of Lot 6 of Block 51 of Bigelow and Underhill's Addition to the City of Peoria, thence South 39 degrees 42 minutes 07 seconds East along the southeasterly line of said Lot 6 a distance of 100.05 feet to its intersection with an existing iron fence, also being the point of beginning; thence North 49 degrees 24 minutes 03 seconds East along said fence, 3.84 feet to the northeasterly corner of said fence; thence South 40 degrees 07 minutes 12 seconds East along said iron fence, 39.87 feet to a bend in said fence; thence South 33 degrees 16 minutes 25 seconds East, along said fence, 20.08 feet to a bend in said fence; thence South 40 degrees 01 minute 40 seconds East along said fence, 78.08 feet; thence South 49 degrees 51 minutes 01 second West, 4.11 feet to the easterly line of a parcel shown on a plat by James A. Simpson and dated 4/1/1998; thence North 40 degrees 08 minutes 59 seconds West along the easterly line, 137.84 feet to its intersection with an existing iron fence; thence North 49 degrees 24 minutes 03 seconds East along said fence, 2.86 feet to the point of beginning, containing 703 square feet, more or less.

PIN: 18-09-411-007

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE PARCEL

Tract 1: All of Lot 6 and all of the Southwesterly 40.00 feet of Lot 5 of Block 51 of Bigelow and Underhill's Addition to the City of Peoria, in the East Half of Section 9, Township 8 North, Range 8 East of the Fourth Principal Meridian, EXCEPT the Northwesterly 247.82 feet of even depth by full width of said Lot 6 and EXCEPT the Northwesterly 247.82 feet of the Southwesterly 40.00 feet of said Lot 5, situated in Peoria County, Illinois.

Tract 2: An Easement for ingress-egress and construction and maintenance of property for the benefit of Tract No. 1 over the following described tract: A part of Lots 5 and 6 of said Block 51, being more particularly described as follows: Commencing at the most Westerly corner of said Lot 6, thence South 39 degrees 42 minutes 38 seconds East, (bearing assumed for purpose of description only), along the Southwesterly line of said Lot 6, 227.82 feet to the Point of Beginning of the Easement to be described; From the Point of Beginning, thence North 50 degrees 21 minutes 37 seconds East, 119.36 feet to the Northeasterly line of said Lot 5; thence South 39 degrees 42 minutes 38 seconds East, along said Northeasterly line, 61.11 feet to the Southeasterly line said Block 51; thence South 48 degrees 42 minutes 23 seconds West, along said Southeasterly line, 19.75 feet; thence North 39 degrees 42 minutes 38 seconds West, 41.68 feet; thence South 50 degrees 21 minutes 37 seconds West, 99.68 feet to the Southwesterly line of said Lot 6, thence North 39 degrees 42 minutes 38 seconds West, along said Southwesterly line, 20.00 feet to the Point of Beginning, situated in Peoria County, Illinois. Said Easement is created by an Agreement between Central Illinois Light Company, an Illinois Corporation as Grantor and Harrison Substation L.L.C., as Grantee dated November 10, 1995 and recorded November 13, 1995 as Document No. 95-28659.

PIN: 18-09-411-003

Commonly known as: 330 SW Water St., Peoria, Illinois 61602