

## GRANT OF EASEMENT

This Grant of Easement (“Grant”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ from \_\_\_\_\_ (“Grantor”) to \_\_\_\_\_ (“Grantee”).

### RECITALS

WHEREAS, the Grantor is the owner of certain property located at \_\_\_\_\_, \_\_\_\_\_ (“Servient Parcel”); and

WHEREAS, the Grantee is the owner of certain property located at \_\_\_\_\_, \_\_\_\_\_ (“Dominant Parcel”).

NOW THEREFORE, in consideration of the foregoing, the mutual agreements herein contained, Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. Incorporation of Recitals

The Recitals set forth above constitute an integral part of the Grant of Easement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. Dominant and Servient Parcels

A. Servient Parcel

The Servient Parcel is located at \_\_\_\_\_ and is legally described as follows:

B. Dominant Parcel

The Dominant Parcel is located at \_\_\_\_\_ and is legally described as follows:

PIN Nos.

3. Grant

That the Grantor, \_\_\_\_\_, grants to the Grantee, \_\_\_\_\_, and Easement over and upon the Servient Parcel for the purpose of a \_\_\_\_\_ for the benefit of \_\_\_\_\_ utilizing the Dominant Parcel by Grantee in the operation of its business on the Dominant Parcel.

4. Maintenance and Insurance

The Grantee shall be obligated to maintain and keep in good repair said Servient Parcel. Such maintenance and repair shall be in accord with all state, local, county or other ordinances. The Grantee shall also be obligated to maintain liability insurance on the Servient Parcel in an amount not less than \_\_\_\_\_ for each occurrence. The Grantor will be the co-insured on the said policy and will execute whatever documents are necessary to put said insurance in force. Grantee shall provide Grantor proof of said insurance on an annual basis. In the event the Grantee fails to maintain said insurance, then upon no less than ten (10) days written notice, Grantor may obtain said insurance and Grantee agrees to reimburse Grantor for the cost of same within five (5) days of said notification.

5. Warranties of Title

Grantor warrants to the Grantee that he has good an indefeasible fee simple title to the property sufficient to grant the rights in this Grant of Easement. Grantor agrees to take such action and execute such documents as shall be reasonably requested by Grantee to perfect or confirm the rights of Grantee under this Grant of Easement.

6. Governing Law

This grant of Easement shall be governed by and constructed in accordance with the law of the State of Illinois.

7. Running of Benefits and Burdens

All provisions of this Grant of Easement, including the benefits and burdens, shall run with the land and binding upon and inert to the benefits of the parties, their successors and/or assigns.

IN WITNESS THEREOF, this instrument has been executed by the undersigned.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Grantor:

Grantee:

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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