

E: Ambrosia Land Inv.



A02659584
MICHAEL T. COSTELLO
RECORDER OF DEEDS
ST. CLAIR COUNTY
BELLEVILLE, IL
07/28/2020 09:02:12AM
RHSP FEE: 9.00
TOTAL FEE: \$43.00
PAGES: 16

**RECIPROCAL
EASEMENT
AGREEMENT**

(Option 1)

THIS RECIPROCAL EASEMENT AGREEMENT is made this 22nd day of July, 2020 by and between **AMBROSIA LAND INVESTMENTS, LLC**, an Illinois limited liability company (hereinafter referred to as "Ambrosia"), and **ARLENE MARJORIE GLAESER, as Trustee of the Arlene Marjorie Glaeser Trust Dated 11/23/94, SCOTT GLAESER AND BRADLEY GLAESER** (hereinafter collectively referred to as the "Glaesers").

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WHEREAS, Ambrosia is the owner of two 30.0 foot wide strips of land described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Ambrosia Easement Property"), and the Glaesers are the owners of a 30.0 foot wide strip of land described on Exhibit "B" attached hereto and incorporated herein by reference (hereinafter referred to as the "Glaeser Easement Property");

WHEREAS, Ambrosia and the Glaesers desire to grant to each other easements over, across, upon and through their respective Easement Properties;

WHEREAS, Ambrosia and Glaesers are granting these reciprocal easements with the express understanding and expectation that doing so will assist *inter alia* with the future development of a city road and enhance the values of affected parcels for subdivision development;

WHEREAS, Ambrosia and Glaesers further understand and agree that these reciprocal easements shall not be used for storage of materials or vehicles or for parking or for any other use not expressly set forth herein without the further prior written agreement and consent of the parties; and

WHEREAS, the parties hereto further understand and agree that these recitals are an integral part of this Agreement and are contractual in nature and not a mere recitation and shall be legally binding upon the parties.



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NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the grants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto:

1. The above recitals are incorporated herein by this reference.
2. Ambrosia hereby grants and conveys unto the Glaesers a perpetual easement for ingress, egress and utilities over, across, upon and through the Ambrosia Easement Property for the benefit of the Glaeser's parcel identified by permanent parcel number 10-30-0-200-007 and described on Exhibit "C" attached hereto and incorporated herein by reference (hereinafter referred to as the "Glaeser Parcel").
3. The Glaesers hereby grant and convey unto Ambrosia a perpetual easement for ingress, egress and utilities over, across, upon and through the Glaeser Easement Property for the benefit of Ambrosia's parcels identified by permanent parcel numbers 10-30-0-400-028 and 10-29-0-100-006 and described on Exhibit "D" attached hereto and incorporated herein by reference (hereinafter referred to as the "Ambrosia Parcels").
4. Ambrosia and the Glaesers retain and reserve the right to use their respective Easement Properties, provided that such use does not unreasonably interfere with the use thereof by the easement holder.
5. Ambrosia and the Glaesers shall at all times use the Easement Properties in a manner which will prevent unreasonable wear and tear thereto.
6. No building or other obstruction shall be placed on the Easement Properties which interferes with the use thereof.
7. The easements granted in this Agreement shall be appurtenant to, for the benefit of, and will run with title to the Ambrosia Parcels and the Glaeser Parcel.
8. This Agreement shall be binding upon and inure to the benefit of Ambrosia, the Glaesers, and their respective heirs, personal representatives, successors and assigns.
9. The easements granted in this Agreement are non-exclusive, and Ambrosia and the Glaesers retain and reserve the right to grant and convey easements and rights in their respective Easement Properties to such other persons and entities as they may deem proper.
10. A map showing the Easement Properties, the Glaeser Parcel and the Ambrosia Parcels is attached hereto as Exhibit "E" and incorporated herein by reference.
11. Each of Ambrosia and Glaesers shall indemnify, defend, and hold harmless from and against any and all claims, costs (including, without limitation, attorneys' fees and court costs), liabilities, actions, and damages (collectively "Claims") by or on behalf of any person or persons

arising in connection with the easements herein granted to the extent such Claims are caused by the negligence or willful misconduct of the indemnifying party, its agents, employees, or contractors.

12. If either Ambrosia or the Glaesers default in the performance of their respective obligations hereunder and the default is not cured within fourteen (14) days following written notice to the defaulting party, then the non-defaulting party shall have the right to injunctive relief mandating compliance herewith, and shall also be entitled to obtain a decree specifically enforcing the performance of the obligations herein created. Ambrosia and the Glaesers hereby acknowledge and stipulate to the inadequacy of legal remedies and to irreparable harm which would be caused by the breach of this Agreement, and that a non-defaulting party shall further be entitled to relief by any and all other available legal and equitable remedies from the consequences of such breach. Any costs and expenses of any such proceeding, including reasonable attorneys' fees and court costs, shall be paid by the defaulting party. No delay or omission of any party hereto in the exercise of any rights created hereby shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default. A waiver by any party hereto of a breach of, or default in, any of the terms and conditions of this Agreement by another party shall not be construed to be a waiver of any subsequent breach thereof or of any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but shall be cumulative with all other remedies provided for in this Agreement, and all other remedies at law or in equity which are available to the parties hereto.

13. Nothing contained herein shall be construed to make Ambrosia and the Glaesers partners or joint-venturers, or to render any party liable for the debts or obligations of another party.

14. This Agreement may be canceled, changed, modified, or amended in whole or in part only by the further written agreement of the parties.

15. The recitals set forth in the introductory portion of this Agreement are hereby fully and completely incorporated by reference into this paragraph 15.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

"AMBROSIA"

AMBROSIA LAND INVESTMENTS, LLC

By:


Steve R. Wilke, Its Duly Authorized
Member

EXEMPT UNDER PROVISIONS OF PARAGRAPH "E",
SECTION 31-45 OF THE REAL ESTATE TRANSFER
TAX LAW. Steve R Wilke 7/22/2020

"GLAESERS"

Arlene Marjorie Glaeser Trust
Arlene Marjorie Glaeser, as Trustee of the
Arlene Marjorie Glaeser Trust Dated
11/23/94

Scott Glaeser
Scott Glaeser

Bradley Glaeser
Bradley Glaeser

STATE OF ILLINOIS)
)
COUNTY OF ST. CLAIR)

I, a Notary Public for the State and County aforesaid, do hereby certify that Steve R. Wilke, 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 and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of Ambrosia Land Investments, LLC, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of July, 2020.

Kari M. Kalicki
Notary Public



STATE OF ILLINOIS)
) ss.
COUNTY OF ST. CLAIR)

I, a Notary Public for the State and County aforesaid, do hereby certify that Arlene Marjorie Glaeser, Scott Glaeser and Bradley Glaeser, 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 and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of July, 2020.

Kari M. Kalicki
Notary Public



Permanent Index Numbers:

10-30-0-400-028

10-29-0-100-006

10-30-0-200-007

EXHIBIT A
LEGAL DESCRIPTION OF
AMBROSIA EASEMENT PROPERTY



Millennia Professional Services of Illinois, Ltd.

11 Executive Drive, Suite 12 · Fairview Heights, Illinois 62208 · (Office) 618.624.8610 · (Fax) 618.624.8611

LEGAL DESCRIPTION

Option A

A tract of land being part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 30, Township 1 North, Range 6 West of the Third Principal Meridian, St. Clair County, Illinois, being more particularly described as follows:

A 30.0 foot wide strip of land being the north 30.0 feet of a tract of land described as follows:

Beginning at a stone marking the Northwest corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 30, running thence East along the North line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, a distance of 1322.0 feet to a point on the East line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, thence South along said East line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, a distance of 1295.0 feet to a point on the North right-of-way line of the Diversion Channel; thence West along said North right-of-way line, a distance of 1325.8 feet to a point on the West line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North along said West line of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, a distance of 1313.5 feet to the place of beginning, containing 39.73 acres, more or less.



Option A



Millennia Professional Services of Illinois, Ltd.

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LEGAL DESCRIPTION

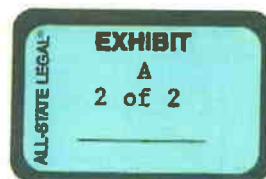
Option C

A tract of land being part of the West Half of the Northwest Quarter of Section 29, Township 1 North, Range 6 West of the Third Principal Meridian, St. Clair County, Illinois, being described more particularly as follows:

A 30.0 foot wide strip of land being the south 30.0 feet of a tract of land described as follows:

Commencing at the Northwest Corner of said Section 29; thence on an assumed bearing of South 00 degrees 50 minutes 36 seconds East, on the West line of said Section 29, distance of 1346.38 feet to the Point of Beginning;
thence South 89 degrees 02 minutes 50 seconds East, a distance of 1270.72 feet to the westerly right of way line of Illinois Route 4;
thence South 00 degrees 45 minutes 22 seconds East along said westerly Right of way line of Illinois Route 4, a distance of 1324.01 feet to the south line of said Northwest Quarter of Section 29;
thence North 89 degrees 09 minutes 04 seconds West, on said south line of the Northwest Quarter of Section 29, a distance of 1268.63 feet to said west line of Section 29;
thence North 00 degrees 50 minutes 36 seconds West, on said West line of Section 29, a distance of 1326.38 feet to the Point of Beginning.

Except coal, gas and other mineral rights excepted or reserved in prior conveyances.



Option C

**EXHIBIT B
LEGAL DESCRIPTION OF
GLAESER EASMENT PROPERTY**



Millennia Professional Services of Illinois, Ltd.

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LEGAL DESCRIPTION

Option B

A tract of land being part of the East Half of the Northeast Quarter of Section 30, Township 1 North, Range 6 West of the Third Principal Meridian, St. Clair County, Illinois, being more particularly described as follows:

A 30.0 foot wide strip of land being described as follows:

Beginning at a stone marking the Southwest corner of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 30, running thence East along the South line of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ a distance of 1322.0 feet to a point on the East line of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, thence North along said East line of said SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ a distance of 30.0 feet; thence West along a line that is parallel to and 30.0 feet north of the south line of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30 a distance of 1322.0 feet to a point, thence South, 30.0 feet to the place of beginning.

Option B

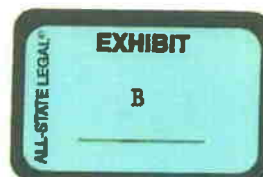


EXHIBIT C
LEGAL DESCRIPTION OF
GLAESER PARCEL

The south half of the northeast quarter of section 30, township 1 North, range 6 west of the third principal meridian, excepting that part described as follows:

Commencing the survey thereof at a brass marker which marks the center of said section 30, running thence northwardly along the centerline of said section 30, a distance of 350.8 feet to a point; running thence eastwardly along a line making a counterclockwise angle with the last described course of 88 degrees 23 minutes, a distance of 60.4 feet to a point in the east right of way line of a public road known as County Highway No. 93, said point being the point of beginning of the tract herein being described; running thence northwardly along said right of way line, a distance of 50.92 feet to a point running thence westwardly along said right of way line at right angles, a distance of 10.0 feet to a point; running thence northwardly along said right of way line at right angles, a distance of 150.0 feet to a point; running thence eastwardly at right angles along said right of way line, a distance of 10.0 feet to a point; running thence northwardly at right angles along said right of way line, a distance of 88.57 feet to a point; running thence eastwardly along a line making a counterclockwise angle with the last described course of 89 degrees 00 minutes, a distance of 460.0 feet to a point; running thence southerly along a line making a counterclockwise angle with the last described course of 91 degrees 00 minutes, a distance of 295.24 feet to a point; running thence westwardly along a line making a counterclockwise angle with the last described course of 88 degrees 17 minutes, a distance of 460.14 feet to the point of beginning.

Except the coal, oil, gas and other minerals as may have been heretofore excepted, reserved or conveyed. Situated in St. Clair County, Illinois.

Parcel No. 10-30-0-200-007



EXHIBIT D
LEGAL DESCRIPTION OF
AMBROSIA PARCELS