

Owner Community Unit School District No. 5, McLean and Woodford Counties, Illinois
Address Dewey Avenue
 Normal, Illinois
Route N/A
County McLean
Job No. C-95-010-26
Parcel No. 14-27-312-005
Section 25-00274-00-BT
Project No. ZWYD(908)
Contract No. 91658

PERMANENT EASEMENT
(Donation) (Governmental Entity)

Community Unit School District No. 5, McLean and Woodford Counties, Illinois, organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do business under the laws of the State of Illinois (GRANTOR), for and in consideration of the benefits resulting from the construction and maintenance of a public shared-use path, and pursuant to the Intergovernmental Cooperation Act (5 ILCS 220) and applicable School Code authority, hereby represents that GRANTOR owns the fee simple title to and grants and conveys to the Town of Normal, Illinois (GRANTEE), a permanent easement over, upon, along, under, through, and across the premises legally described below for the purposes of constructing, operating, and maintaining a public shared-use path and associated amenities, including bicycle parking, signage, and ADA facilities.

The permanent easement granted herein entitles GRANTEE and any of GRANTEE's officers, agents, representatives, employees, contractors, licensees, successors, and assigns the right, privilege, and authority to enter upon the premises, either by vehicle or on foot, to survey, remove, install, construct, reconstruct, test, repair, inspect, operate, maintain, and renew improvements to the Shared-Use Path and appurtenances, together with the right of access across the premises for workers and equipment.

Once constructed, GRANTEE shall be responsible for routine maintenance of the Shared-Use Path and adjacent sidewalk and ADA amenities constructed as part of the Project, as well as all bicycle parking facilities and related signage. Routine maintenance includes pavement patching, sweeping, snow and ice control, vegetation management within the Easement Area as necessary for safe passage, trash and debris removal, refreshing pavement markings and signs, and maintaining ADA compliance of curb ramps and detectable warnings installed as part of the Project.

The GRANTEE shall defend, hold harmless, and indemnify the GRANTOR from any and all claims, causes of actions, damages, lawsuits, and/or administrative proceedings now or hereafter existing and resulting from the use of the premises related to the Shared-Use Path project. This indemnification obligation shall not apply to any claims arising from the gross negligence or willful misconduct of the GRANTEE, its officers, agents and employees, nor to claims arising out of, concerning, or related to the premises that are unrelated to the construction and maintenance of the shared-use path and related facilities. The GRANTOR shall give GRANTEE reasonable notice of any claims threatened or made or suit instituted against it which could result in a claim of indemnification hereunder. Nothing herein shall be construed to waive any immunities or defenses available to either party under the Local Governmental and Governmental Employees Tort Immunity Act.

GRANTEE shall require its contractors accessing the premises to name GRANTOR as an additional insured on a primary and non-contributory basis under commercial general liability, with waiver of subrogation in favor of GRANTOR. For ongoing operations, GRANTEE shall maintain commercial general liability covering the Shared-Use Path and related facilities and shall name GRANTOR as an additional insured on a primary and non-contributory basis, with waiver of subrogation, to the extent permitted by law. Each policy shall be in a form and with a company reasonably satisfactory to GRANTOR. Prior to exercise of rights hereunder, GRANTEE shall furnish certificates evidencing required coverage and 30 days' prior notice of cancellation. If GRANTEE fails to maintain the required coverage after written notice and a 30-day opportunity to cure, GRANTOR may pursue all remedies at law or in equity, including injunctive relief; provided, however, that the easement shall not be terminated solely for a temporary lapse cured within the notice period.

Because this instrument conveys a real property interest, termination is limited to: (i) express written mutual agreement of the parties recorded against the property; (ii) abandonment of the Easement by GRANTEE evidenced by cessation of use for eighteen (18) consecutive months; or (iii) merger of title. For any other breach, the non-defaulting party shall provide written notice and a reasonable opportunity to cure; if uncured, the parties' remedies are limited to law or equity, including specific performance or injunctive relief. Notwithstanding the foregoing, the provisions of this easement may be altered, changed, or amended in writing by mutual consent of GRANTOR and GRANTEE.

The premises consist of the following:

Parcel No.	1PE
Owner:	Community Unit School District No. 5, McLean and Woodford Counties, Illinois
County:	McLean
P.I.N. No.	14-27-312-005

Part of Lot 5 in The Normal Town Survey of 1898, being in the Southwest Quarter of Section 27, Township 24 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, and being more particularly described as follows, using bearings referenced to the Illinois State Plane Coordinate System, NAD 83 (2011 ADJ) -East Zone:

Commencing at the southeast corner of Lot 8 in Block 5 in the Sixth Addition to the Town of Normal; thence South 01 degrees 24 minutes 12 seconds East 66.00 feet along the extension of the east line of said Lot 8 to a point on the southerly existing right of way line of Dewey Avenue; thence North 89 degrees 09 minutes 40 seconds East 79.93 feet along the southerly existing right of way line of Dewey Avenue and the extension thereof to the Point of Beginning; thence North 89 degrees 09 minutes 40 seconds East 27.65 feet along the extension of the southerly existing right of way line of Dewey Avenue; thence South 45 degrees 29 minutes 28 seconds East 14.01 feet; thence South 05 degrees 32 minutes 57 seconds East 112.40 feet; thence South 48 degrees 26 minutes 09 seconds East 42.19 feet; thence North 88 degrees 40 minutes 38 seconds East 63.96 feet; thence South 61 degrees 50 minutes 10 seconds East 218.78 feet to a point on the east line of Lot 5 in The Normal Town Survey of 1898; thence South 00 degrees 31 minutes 12 seconds East 22.80 feet along the east line of Lot 5 in The Normal Town Survey of 1898; thence North 61 degrees 50 minutes 10 seconds West 205.78 feet; thence North 76 degrees 34 minutes 46 seconds West 36.14 feet; thence South 88 degrees 40 minutes 38 seconds West 307.67 feet; thence North 01 degrees 10 minutes 43 seconds West 29.00 feet; thence North 88 degrees 40 minutes 38 seconds East 34.07 feet; thence

South 01 degrees 10 minutes 43 seconds East 9.00 feet; thence North 88 degrees 40 minutes 38 seconds East 154.46 feet; thence northeasterly 49.34 feet along a curve to the left having a radius of 30.00 feet, the chord of said curve bears North 41 degrees 33 minutes 51 seconds East 43.96 feet; thence North 05 degrees 32 minutes 57 seconds West 91.21 feet; thence North 12 degrees 34 minutes 31 seconds West 11.93 feet; thence South 88 degrees 32 minutes 37 seconds West 18.31 feet; thence North 01 degrees 24 minutes 38 seconds West 16.26 feet to the Point of Beginning, containing 0.345 acre, more or less.

The said Real Estate being also shown by the plat hereto attached and made a part hereof. situated in the County of McLean, State of Illinois and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

This permanent easement is made, executed and delivered pursuant to a resolution duly adopted at a meeting held on the _____ day of _____, 2026.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2026.

Community Unit School District No. 5,
McLean and Woodford Counties, Illinois

Name of Governmental Entity

By: _____
Signature

ATTEST:

Stan Gozur, Board President

Print Name and Title

By: _____
Signature

Amy Roser,
Board Secretary

Print Name and Title

State of Illinois)
County of McLean) ss
)

This instrument was acknowledged before me on _____, 2026, by
Stan Gozur _____, as Board President
and Amy Roser _____, as Board Secretary
Community Unit School District No 5,
of McLean and Woodford Counties, Illinois _____, a governmental entity
organized and existing under the laws of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and after
recording, return to:

Town of Normal, Illinois
ATTN: Operations Manager of Public Works
P.O. Box 589
Normal, Illinois 61761

Owner McLean County Community Unit School District 5
Address Dewey Avenue
Normal, Illinois
Route N/A
County McLean
Job No. C-95-010-26
Parcel No. 14-27-312-005
Section 25-00274-00-BT
Project No. ZWYD(908)
Contract No. 91658

TEMPORARY EASEMENT
(Donation) (Governmental Entity)

McLean County Community Unit School District 5 (GRANTOR), for and in consideration of the benefits resulting from the construction of a public shared-use path, and pursuant to the Intergovernmental Cooperation Act (5 ILCS 220) and applicable School Code authority, hereby grants and conveys to the Town of Normal, Illinois (GRANTEE), a temporary construction easement over, upon, along, under, through, and across the premises legally described below for purposes of constructing the Shared-Use Path and associated improvements.

The temporary easement shall expire three (3) years from the Effective Date below, or upon completion of construction and final restoration, whichever occurs first, unless extended by written agreement. Final restoration shall be deemed complete upon written confirmation by GRANTOR (not to be unreasonably withheld, conditioned, or delayed) following a joint inspection.

The temporary easement entitles GRANTEE and GRANTEE's officers, agents, representatives, employees, contractors, licensees, successors, and assigns the right to enter upon the premises by vehicle or on foot to survey, remove, install, construct, reconstruct, test, repair, inspect, stabilize disturbed areas, and to access across the premises for necessary workers and equipment to perform the work until expiration of this temporary easement. Upon completion of work, GRANTEE shall restore the premises to the same or better surface condition than existed prior to the work.

GRANTEE shall require its contractors accessing the premises to carry commercial general liability and automobile liability and to name both GRANTEE and GRANTOR as additional insureds on a primary and non-contributory basis, with waiver of subrogation in favor of GRANTOR. Certificates shall be provided to GRANTOR with 30 days' prior notice of cancellation.

GRANTEE and its contractors shall coordinate construction schedules with GRANTOR to avoid peak school drop-off/pick-up hours and major school events; maintain safe pedestrian routes; and comply with GRANTOR's visitor protocols while on school property.

The premises consist of the following:

Parcel No. 1TE
Owner: McLean County Community
Unit School District 5
County: McLean
P.I.N. No. 14-27-312-005

Part of Lot 5 in The Normal Town Survey of 1898, being in the Southwest Quarter of Section 27, Township 24 North, Range 2 East of the Third Principal Meridian, McLean

County, Illinois, and being more particularly described as follows, using bearings referenced to the Illinois State Plane Coordinate System, NAD 83 (2011 ADJ) -East Zone:

Temporary Easement No. 1

Commencing at the southeast corner of Lot 8 in Block 5 in the Sixth Addition to the Town of Normal; thence South 01 degrees 24 minutes 12 seconds East 66.00 feet along the extension of the east line of said Lot 8 to a point on the southerly existing right of way line of Dewey Avenue; thence North 89 degrees 09 minutes 40 seconds East 17.67 feet along the southerly existing right of way line of Dewey Avenue to the Point of Beginning; thence North 89 degrees 09 minutes 40 seconds East 62.26 feet along the southerly existing right of way line of Dewey Avenue and the extension thereof; thence South 01 degrees 24 minutes 38 seconds East 16.26 feet along the proposed permanent easement line; thence South 88 degrees 32 minutes 37 seconds East 18.31 feet along the proposed permanent easement line; thence South 12 degrees 34 minutes 31 seconds East 11.93 feet along the proposed permanent easement line; thence South 05 degrees 32 minutes 57 seconds East 91.21 feet along the proposed permanent easement line; thence southwesterly 49.34 feet along the proposed permanent easement line being a curve to the right having a radius of 30.00 feet, the chord of said curve bears South 41 degrees 33 minutes 51 seconds West 43.96 feet; thence South 88 degrees 40 minutes 38 seconds West 154.46 feet along the proposed permanent easement line; thence North 01 degrees 10 minutes 43 seconds West 9.00 feet along the proposed permanent easement line; thence South 88 degrees 40 minutes 38 seconds West 34.07 feet along the proposed permanent easement line; thence South 01 degrees 10 minutes 43 seconds East 29.00 feet along the proposed permanent easement line; thence North 88 degrees 40 minutes 38 seconds East 307.67 feet along the proposed permanent easement line; thence South 76 degrees 34 minutes 46 seconds East 36.14 feet along the proposed permanent easement line; thence South 61 degrees 50 minutes 10 seconds East 205.78 feet along the proposed permanent easement line to a point on the east line of Lot 5 in The Normal Town Survey of 1898; thence South 00 degrees 31 minutes 12 seconds East 17.10 feet along the east line of Lot 5 in The Normal Town Survey of 1898; thence North 61 degrees 50 minutes 10 seconds West 213.99 feet; thence northwesterly 28.82 feet along a curve to the left having a radius of 56.00 feet, the chord of said curve bears North 76 degrees 34 minutes 46 seconds West 28.50 feet; thence South 88 degrees 40 minutes 38 seconds West 287.48 feet; thence South 01 degrees 46 minutes 29 seconds East 5.00 feet; thence South 88 degrees 40 minutes 38 seconds West 26.20 feet; thence North 00 degrees 50 minutes 42 seconds West 26.10 feet; thence South 89 degrees 05 minutes 28 seconds West 29.10 feet; thence North 01 degrees 19 minutes 22 seconds West 28.69 feet; thence North 88 degrees 40 minutes 38 seconds East 15.00 feet; thence North 01 degrees 19 minutes 22 seconds West 10.00 feet; thence North 88 degrees 40 minutes 38 seconds East 70.00 feet; thence South 01 degrees 19 minutes 22 seconds East 10.00 feet; thence North 88 degrees 40 minutes 38 seconds East 137.29 feet; thence northeasterly 26.31 feet along a curve to the left having a radius of 16.00 feet, the chord of said curve bears North 41 degrees 33 minutes 51 seconds East 23.45 feet; thence North 05 degrees 32 minutes 57 seconds West 90.14 feet; thence North 67 degrees 49 minutes 30 seconds West 74.11 feet to the Point of Beginning, containing 0.360 acre, more or less.

Temporary Easement No. 2

Commencing at the southeast corner of Lot 8 in Block 5 in the Sixth Addition to the Town of Normal; thence South 01 degrees 24 minutes 12 seconds East 66.00 feet along the extension of the east line of said Lot 8 to a point on the southerly existing right of way line of Dewey Avenue; thence North 89 degrees 09 minutes 40 seconds East 107.58 feet along the southerly existing right of way line of Dewey Avenue and the extension thereof to the Point of Beginning; thence North 89 degrees 09 minutes 40 seconds East 27.42 feet along the extension of the southerly existing right of way line of Dewey Avenue; thence South 03 degrees 08 minutes 36 seconds East 132.32 feet; thence North 86 degrees 42 minutes 26 seconds East 11.91 feet to a point on the property line; thence South 01 degrees 24 minutes 12 seconds East 11.29 feet along the property line; thence North 89 degrees 09 minutes 40 seconds East 87.92 feet along the property line; thence South 61 degrees 50 minutes 10 seconds East 101.67 feet; thence North 44 degrees 19 minutes 14 seconds East 69.91 feet to a point on the property line; thence South 00 degrees 31 minutes 12 seconds East 70.04 feet along the property line; thence North 89 degrees 09 minutes 40 seconds East 35.00 feet along the property line to a point on the east line of Lot 5 in The Normal Town Survey of 1898; thence South 00 degrees 31 minutes 12 seconds East 42.94 feet along the east line of Lot 5 in The Normal Town Survey of 1898 to a point on the proposed permanent easement line; thence North 61 degrees 50 minutes 10 seconds West 218.78 feet along the proposed permanent easement line; thence South 88 degrees 40 minutes 38 seconds West 63.96 feet along the proposed permanent easement line; thence North 48 degrees 26 minutes 09 seconds West 42.19 feet along the proposed permanent easement line; thence North 05 degrees 32 minutes 57 seconds West 112.40 feet along the proposed permanent easement line; thence North 45 degrees 29 minutes 28 seconds West 14.01 feet along the proposed permanent easement line to the Point of Beginning, containing 0.190 acre, more or less.

The said Real Estate being also shown by the plat hereto attached and made a part hereof. situated in the County of McLean, State of Illinois and hereby releases and waives all right under and by virtue of the Homestead Exemption Laws of the State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "premises."

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not interfere with Grantee's use of the premises for the purposes herein described.

This temporary easement is made, executed and delivered pursuant to a resolution duly adopted at a meeting held on the _____ day of _____, 2026.

Grantor, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in value to any remaining property of the Grantor caused by opening, improving, and using the premises. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents which may cause damage to Grantor's remaining property.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor.

Dated this _____ day of _____, 2026.

Community Unit School District No. 5,
McLean and Woodford Counties, Illinois

Name of Governmental Entity

By: _____
Signature

ATTEST:

Stan Gozur, Board President

Print Name and Title

By: _____
Signature

Amy Roser, Board Secretary

Print Name and Title

State of Illinois)
County of McLean) ss
)

This instrument was acknowledged before me on _____, 2026, by
Stan Gozur _____, as Board President
and Amy Roser _____, as Board Secretary
Community Unit School District NO. 5,
of McLean and Woodford Counties, Illinois _____, a governmental entity
organized and existing under the laws of Illinois.

(SEAL)

Notary Public

My Commission Expires: _____

This instrument was prepared by and after
recording, return to:

Town of Normal, Illinois
ATTN: Operations Manager of Public Works
P.O. Box 589
Normal, Illinois 61761