

Prepared by and upon recording
to be returned to:

CITY OF PROSPECT HEIGHTS
14 East Camp McDonald Road
Prospect Heights, IL 60070
Attn: City Administrator

Real Estate Tax Index Number 03-22-308-014-0000

(Above Space for Recorder's Use Only)

**GRANT OF
EASEMENT AGREEMENT**

THIS AGREEMENT is dated as of the _____ day of _____, 202__ (the "Effective Date") and is between the BOARD OF EDUCATION OF PROSPECT HEIGHTS SCHOOL DISTRICT NO. 23 (hereinafter referred to as "Grantor") and CITY OF PROSPECT HEIGHTS, an Illinois municipal corporation (hereinafter referred to as "City of Prospect Heights") (collectively referred to as the "Parties").

Recitals

A. Grantor desires to grant an easement to City of Prospect Heights over a portion of the property owned by Grantor and legally described on Exhibit A, attached hereto (the "Grantor's Premises").

B. City of Prospect Heights desires the use and occupancy of a portion of the Grantor's Premises for the purpose of installing maintaining, repairing, replacing underground storm water piping and appurtenant equipment (the "Facilities").

C. Grantor wishes to grant and City of Prospect Heights wishes to receive a non-exclusive easement over, under and across the Grantor's Premises on the terms and conditions hereinafter set forth.

AGREEMENT

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Grant of Temporary Easement.**

Grantor hereby grants and conveys to the City of Prospect Heights a non-exclusive temporary easement (the "Temporary Easement") over, on and under the real estate described on Exhibit "B" and depicted on Exhibit "C" for the purpose of installing the Facilities.

The City of Prospect Heights right in the Temporary Easement shall terminate on

December 31, 2022 unless an extension is granted in writing by Grantor.

2. Grant of Permanent Easement.

Grantor hereby grants and conveys to the City of Prospect Heights a non-exclusive permanent and perpetual easement (the "Permanent Easement") over, on and under the real estate described on Exhibit "D" and depicted on Exhibit "E" for the purpose of installing maintaining, repairing, replacing the storm water pumping facility and associated controls and electric equipment.

The Permanent Easement is permanent, perpetual and shall run with the land and shall only terminate upon formal action by the City Council to terminate the interest of the City of Prospect Heights or its successors.

3. Grantor's Reserved Rights.

Grantor retains the right to use and occupy the Grantor's Premises provided that the Grantor's exercise of such right does not interfere with the City of Prospect Heights' rights granted herein. The Grantor agrees not to interfere with the City's ability to use or maintain the Facilities. Interference includes, but is not limited to, physically modifying the easement area such as installing structures, walls or other like improvements; piling or storage of trash garbage, or other materials. The City of Prospect Heights may grant written permission to the Grantor to modify the Grantor's Premises upon receipt of a written request.

4. City of Prospect Heights Restoration.

City of Prospect Heights agrees to restore any part of the Temporary Easement or the Permanent Easement premises which are damaged by the construction, installation, operation, maintenance, repair or removal of the Facilities in a manner that returns said premises to substantially the same condition as before construction.

5. Accommodation of Grantor's Continued Operations.

City of Prospect Heights agrees to incorporate the terms outlined on Exhibit "F" attached hereto into the contract for the construction of the Facilities.

6. Compliance with Laws.

City of Prospect Heights shall comply with all applicable laws, ordinances, rules and regulations of all federal state, local and other governmental bodies in respect to the installation, construction, operation, maintenance, repair, replacement, alteration and removal of the Facilities.

7. Indemnification.

Each Party (the "Indemnifying Party") agrees, to the fullest extent permitted by law, to indemnify and hold harmless the other Party, its officers, directors, employees, contractors and agents (collectively, the "Indemnified Party") against all damage, liabilities or costs, including

reasonable attorneys' fees and defense costs, to the extent caused by the negligence of the Indemnifying Party and that of its officers, directors, employees, contractors and agents or anyone for whom the Indemnifying Party is legally liable.

8. Notices.

Each notice, demand, approval or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given (i) when delivered personally during normal business hours, (ii) on the first business day after deposit with a reputable overnight courier service providing delivery receipts, delivery charges prepaid, or (iii) three days after deposit in any main or branch United States post office certified or registered mail, postage prepaid, return receipt requested, and in each case addressed as follows:

- | | |
|-------------------------------------|---|
| (a) If to Grantor: | Board of Education of Prospect Heights School
District No. 23
c/o Superintendent
700 N. Schoenbeck Rd.
Prospect Heights, IL 60070 |
| (b) If to City of Prospect Heights: | City of Prospect Heights
c/o City Administrator
8 N. Elmhurst Road
Prospect Heights, Illinois 60070 |

Either party may change the addressee or address noted above to such other addressee or address, or both, as the particular party may from time to time designate by written notice to the other party, provided, however, that the designation of an addressee or address, or both, by notice hereunder shall not be effective until the third day after notice thereof is given.

9. Miscellaneous

A. If any term or provision of this Agreement or the application thereof to any person, entity or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Agreement, or the application of such term or provision to persons, entity or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

B. All of the benefits and burdens herein contained shall, subject to the provisions of this Agreement, run with the land and are binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

C. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

D. The provisions and definitions of the Recitals set forth above and the exhibits attached hereto are, by this reference, incorporated as if they had been fully set forth herein.

IN WITNESS WHEREOF, Grantor and City of Prospect Heights have caused this Agreement to be duly executed as of the day and year first above written.

Board of Education of Prospect Heights School District No. 23

Grantor: _____
Carol Botwinski, President

Attest: _____
Mari-Lynn Peters, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the county in the State aforesaid, do hereby certify that **Carol Botwinski** and **Mari-Lynn Peters**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as President and Secretary, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the instrument on behalf of the Board of Education of Prospect Heights School District No. 23, as their free and voluntary act and as the free and voluntary act of said Board of Education, for the uses and purposes therein set forth.

Dated this _____ day of _____, 202__.

Notary Public

City of Prospect Heights

By: _____

Printed Names: _____

Its: _____

Attest: _____

City Clerk: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PREMISES

THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22 WITH THE NORTH LINE OF CAMP MCDONALD ROAD, BEING A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE WEST ALONG SAID NORTH LINE OF CAMP MCDONALD ROAD 530.87 FEET FOR A POINT OF BEGINNING; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 25 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 15 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 25 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 15 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Pin Number : 03-22-308-014-0000

Commonly Known As: Eisenhower Elementary School 1 N. Schoenbeck Rd. Prospect Heights, IL

EXHIBIT "B"

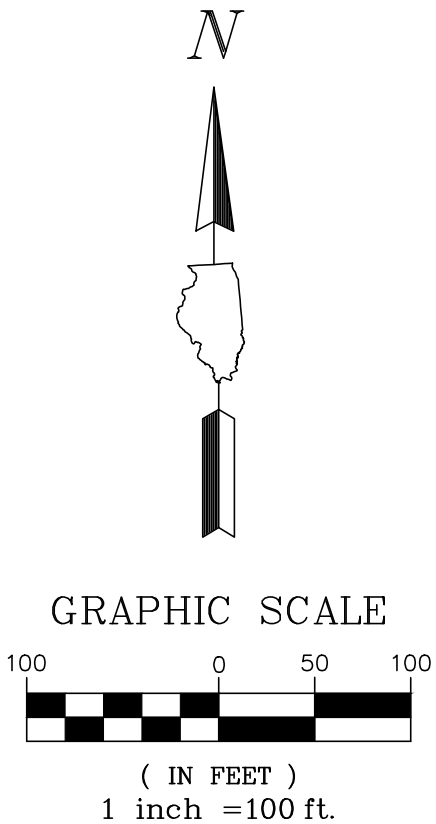
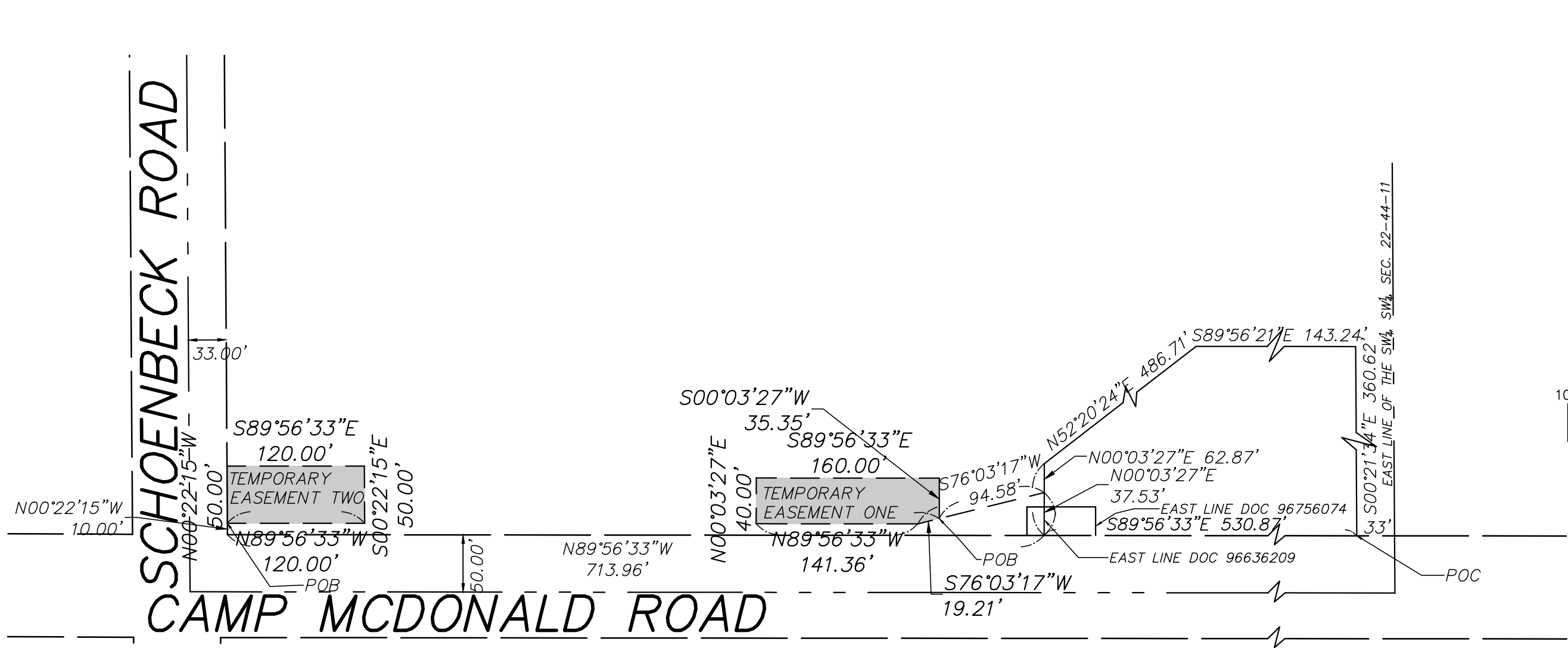
LEGAL DESCRIPTION OF THE TEMPORARY EASEMENT PREMISES

TEMPORARY EASEMENT ONE:

COMMENCING AT THE INTERSECTION OF A LINE 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22 WITH THE NORTH LINE OF CAMP MCDONALD ROAD, BEING A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE WEST ALONG SAID NORTH LINE OF CAMP MCDONALD ROAD 530.87 FEET TO THE SOUTHEAST CORNER OF LAND DEEDED TO COOK COUNTY PER DOCUMENT 96636209; THENCE NORTH AT RIGHT ANGLES TO LAST SAID LINE FOR 37.53 FEET; THENCE SOUTH 76 DEGREES 03 MINUTES 17 SECONDS WEST FOR 94.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 76 DEGREES 03 MINUTES 17 SECONDS WEST FOR 19.21 FEET TO A LINE THAT IS 10.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID CAMP MCDONALD ROAD; THENCE NORTH 89 DEGREES 56 MINUTES 33 SECONDS WEST PARALLEL WITH SAID NORTH LINE OF CAMP MCDONALD ROAD FOR 141.36 FEET; THENCE NORTH 0 DEGREES 03 MINUTES 27 SECONDS EAST FOR 40.00 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 33 SECONDS EAST PARALLEL WITH THE NORTH LINE OF CAMP MCDONALD ROAD FOR 160.00 FEET; THENCE SOUTH 0 DEGREES 03 MINUTES 27 SECONDS WEST FOR 35.35 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TEMPORARY EASEMENT TWO:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF CAMP MCDONALD ROAD, BEING A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22 WITH THE EAST LINE OF SCHOENBECK ROAD, BEING 33 FEET EAST OF THE CENTERLINE OF SAID SCHOENBECK ROAD; THENCE NORTH 0 DEGREES 22 MINUTES 15 SECONDS WEST ALONG LAST SAID EAST RIGHT OF WAY LINE FOR 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 22 MINUTES 15 SECONDS WEST FOR 50.00 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 33 SECONDS EAST PARALLEL WITH SAID NORTH LINE OF CAMP MCDONALD ROAD FOR 120.00 FEET; THENCE SOUTH 0 DEGREES 22 MINUTES 15 SECONDS EAST FOR 50.00 FEET TO A LINE 10.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID CAMP MCDONALD ROAD; THENCE NORTH 89 DEGREES 56 MINUTES 33 SECONDS WEST FOR 120.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS..



TEMPORARY
EASEMENT

STATE OF ILLINOIS) SS.
COUNTY OF LAKE)

WE GEWALT HAMILTON ASSOCIATES, INC. DO HEREBY CERTIFY THAT WE HAVE PREPARED THIS EASEMENT EXHIBIT, AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF SAID EASEMENT AREA. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS 3RD DAY OF DECEMBER, 2021 AD.

GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-000922



Edward A. Hedge
EDWARD A. HEDGE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3026
MY LICENSE EXPIRES NOVEMBER 30, 2022

GHA GEWALT HAMILTON
ASSOCIATES, INC.
625 Forest Edge Drive ■ Vernon Hills, IL. 60061
Tel.: 847.478.9700 ■ Fax.: 847.478.9701

EXHIBIT C
DEPICTION OF THE
TEMPORARY EASEMENT

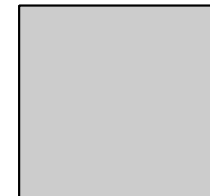
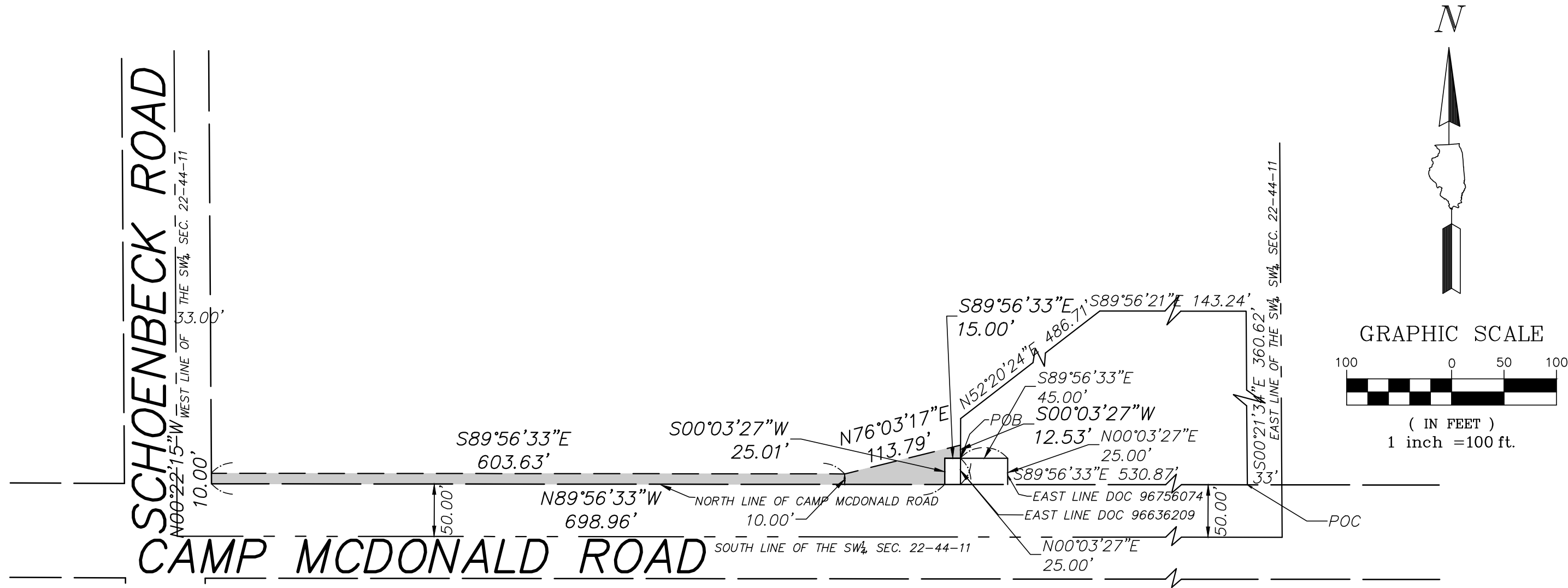
FILE: 4755.063_ESMT.dwg		
DRAWN BY:	EAH	GHA PROJECT #
DATE:	12-03-21	4755.000
CHECKED BY:		SCALE: 1"=100'

EXHIBIT “D”

LEGAL DESCRIPTION OF THE PERMANENT EASEMENT PREMISES

THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF A LINE 33 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22 WITH THE NORTH LINE OF CAMP MCDONALD ROAD, BEING A LINE 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 22; THENCE WEST ALONG SAID NORTH LINE OF CAMP MCDONALD ROAD 530.87 FEET TO THE SOUTHEAST CORNER OF LAND DEEDED TO COOK COUNTY PER DOCUMENT 96636209; THENCE NORTH AT RIGHT ANGLES TO LAST SAID LINE FOR 25.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 56 MINUTES 33 SECONDS WEST ALONG A LINE PARALLEL WITH SAID NORTH LINE OF CAMP MCDONALD ROAD FOR 15.00 FEET TO THE NORTHWEST CORNER OF LAND DEEDED TO COOK COUNTY PER DOCUMENT 96636209; THENCE SOUTH 0 DEGREES 03 MINUTES 27 SECONDS WEST FOR 25.00 FEET TO THE SOUTHWEST CORNER OF LAND DEEDED TO COOK COUNTY PER DOCUMENT 96636209 BEING ON THE NORTH LINE OF CAMP MCDONALD ROAD; THENCE NORTH 89 DEGREES 56 MINUTES 33 SECONDS WEST ALONG SAID NORTH LINE OF CAMP MCDONALD ROAD FOR 698.96 FEET TO THE EAST LINE OF SCHOENBECK ROAD, BEING 33 FEET EAST OF THE CENTERLINE OF SAID SCHOENBECK ROAD; THENCE NORTH 0 DEGREES 22 MINUTES 15 SECONDS WEST ALONG LAST SAID EAST RIGHT OF WAY LINE FOR 10.00 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 33 SECONDS EAST PARALLEL WITH SAID NORTH LINE OF CAMP MCDONALD ROAD FOR 603.63 FEET; THENCE NORTH 76 DEGREES 03 MINUTES 17 SECONDS EAST FOR 113.79 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LAND DEEDED TO COOK COUNTY PER DOCUMENT 96636209; THENCE SOUTH 0 DEGREES 03 MINUTES 27 SECONDS WEST FOR 12.53 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



PERMANENT
EASEMENT

STATE OF ILLINOIS) SS.
COUNTY OF LAKE)

WE GEWALT HAMILTON ASSOCIATES, INC. DO HEREBY CERTIFY THAT WE HAVE PREPARED THIS EASEMENT EXHIBIT, AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF SAID EASEMENT AREA. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS 3RD DAY OF DECEMBER, 2021 AD.

GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-000922



Edward A. Hedge

EDWARD A. HEDGE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3026
MY LICENSE EXPIRES NOVEMBER 30, 2022



625 Forest Edge Drive ■ Vernon Hills, IL. 60061
Tel.: 847.478.9700 ■ Fax.: 847.478.9701

EXHIBIT E
DEPICTION OF THE
PERMANENT EASEMENT

FILE: 4755.063_ESMT.dwg

DRAWN BY: EAH

DATE: 12-03-21

CHECKED BY:

GHA PROJECT #

4755.000

SCALE: 1"=100'

EXHIBIT “F”

CONSTRUCTION REQUIREMENTS ON GRANTOR’S PROPERTY

- Construction shall start no earlier than June 6, 2022.
- No work shall occur in the east bus drop off/parent pickup lot Monday through Thursday 7:00am-12:30pm. Work is allowed at other times but the lot must remain open to traffic.
- All construction on District property must be completed by August 1, 2022.
- All construction access must be restricted to the Camp McDonald entrances.
- The District has underground geothermal facilities near the areas of proposed construction. The geothermal facilities are to be protected and, if damaged, repaired by the City of Prospect Heights.