

**GRANT OF ELECTRIC DISTRIBUTION EASEMENT  
AND AGREEMENT PERTAINING TO SAME**

WHEREAS, on January 5, 1968, the City of Geneva, an Illinois municipal corporation (hereinafter sometimes referred to as "City") and Community Unit School District NO. 304, Kane County, Illinois (hereinafter sometimes referred to as "School District") entered into an Agreement ("1968 Agreement") concerning storm drainage at Center Street-Logan Avenue; and

WHEREAS, pursuant to the 1968 Agreement the School District granted to the City, through the County Board of School Trustees of Kane County, an easement for storm sewer purposes ("1968 easement") across the westerly 20 feet of the real estate legally described in the Agreement, which real estate is commonly known as Burgess Field; and

WHEREAS, in order to provide adequate electric distribution to the School District and other electric customers, the City requires that the 1968 easement be modified to permit the installation, repair, maintenance, rehabilitation and renewal of underground electric distribution and fiber optic cables and wires within the easement area; and

WHEREAS, the School District and City agree to expand the scope of the 1968 easement under the terms and conditions set forth below.

WITNESS, in consideration of Ten and No/100ths (\$10.00) Dollars and other valuable consideration, the receipt of which is hereby acknowledged, COMMUNITY UNIT SCHOOL DISTRICT NO. 304, Kane County, Illinois grants and conveys to the CITY OF GENEVA, a municipal corporation of the State of Illinois, in the County of Kane, its successors and assigns, a unexclusive, permanent easement under the real estate described in Exhibit "A" hereto attached ("easement premises"), for the installation, reconstruction, operation, maintenance, inspection, replacement and repair of electric distribution cables or wires, fiber optic cables or wires and appurtenances thereto, as well as access to the easement premises for the necessary personnel and equipment to do any and all of the above work.

The City will restore said easement premises to its original condition after any installation, reconstruction, operation, maintenance, inspection, replacement, repair, or any other use of said easement premises by the City.

The City agrees to hold harmless School District from all liability, claims, costs and expenses (including reasonable attorneys' fees), arising from or related to the installation, reconstruction, operation, maintenance, inspection, replacement and repair of electric/fiber optic cables or wires in the easement premises, including any installation, reconstruction, operation, maintenance, inspection, replacement or repair subsequent to the original work on such cables or wires.

This Grant and the agreements contained herein shall inure to the benefit of and be binding upon the assignees and successors in title of the School District and upon successor corporate authorities of the City.

IN WITNESS WHEREOF, the City and School District have hereunto signed this Grant this \_\_\_\_ day of \_\_\_\_\_, 2012.

COMMUNITY UNIT SCHOOL  
DISTRICT NO. 304,

CITY OF GENEVA, a municipal  
corporation of the State of  
Illinois,

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Secretary

ATTEST: \_\_\_\_\_  
City Clerk

**EXHIBIT "A"**

THAT PART OF THE N.E.  $\frac{1}{4}$  OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE 3<sup>RD</sup> P.M., DESCRIBED AS FOLLOWS: AN EASEMENT TWENTY (20.0) FEET IN WIDTH, THE WEST LINE OF SAID EASEMENT BEING THE EASTERLY LINE OF SANSONE'S FOURTH ADDITION TO THE CITY OF GENEVA, FROM THE NORTH RIGHT OF WAY LINE OF CENTER STREET TO THE INTERSECTION OF THE CENTER LINE OF GRAY STREET EXTENDED WESTERLY AND THE EAST LINE OF SANSONE'S FOURTH ADDITION EXTENDED NORTHERLY.

ALL IN THE CITY OF GENEVA, KANE COUNTY, ILLINOIS.