

**PERMANENT
EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that School District No. 7 of 543 N Wood Dale Road, Wood Dale, IL, 60191, as property owner (hereinafter referred to as "Grantor"), for One Dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, conveys, and warrants to the City of Wood Dale, Illinois (hereinafter referred to as "Grantee"), and its successors and/or assigns, a permanent easement (hereinafter referred to as "easement"), as provided for herein for the purposes of access and construction staging associated with the Wood Dale Road Booster Station Drainage Improvements (hereinafter referred to as "Project") and all other purposes hereunder provided as depicted on Exhibit "A," which is attached hereto and incorporated herein by reference, on, over, across, under, and above the easement on the property legally described as follows:

THE WEST 40.00 FEET OF THE SOUTH 105.00 FEET OF THE NORTH 877.00 FEET OF LOT 2 IN ALVIN FRANZEN'S ASSESSMENT PLAT OF PART OF SECTIONS 3, 4, 9, AND 10, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R1964-020730, IN DUPAGE COUNTY ILLINOIS.

Permanent Parcel Number: 03-10-100-002-0000

Common Property Address: 655 N Wood Dale Road, Wood Dale, IL 60191

This Grant is made by the Grantor and accepted by the Grantee to allow Grantee to in whole or part thereof, at Grantee's sole cost, on the easement under the following terms and conditions:

1. The Grantor shall have and retain all rights to use, enjoy, and occupy the easement, including all obligations attendant thereto such as maintenance, as set forth below, and payment of real estate taxes, if any, and all uses that do not adversely affect the Grantee's use of the easement for the purposes herein. The Grantee shall have the right, at its sole expense, for the repair of the stormwater conveyance structures. The selection of materials for the placement, installation, maintenance, repair, removal and/or replacement of any stormwater conveyance structure and the determination as to their removal and/or replacement shall be exclusively that of the Grantee at Grantee's sole expense.
2. The Grantor shall not construct any structures, improvements, or permanent landscaping on the easement, nor alter, change, destroy, or modify the easement in any manner that

would affect the placement, maintenance, repair, replacement and/or removal of the Drainage Line without having first received prior written approval of the Grantee.

3. The easement is granted specifically for the purpose of allowing the Grantee to place the conveyance structure, and under the easement, including the installation, repair, replacement and/or removal in whole or part thereof, at Grantee's sole cost. Except in the event of an emergency, the Grantee shall give the Grantor five (5)-days' advance notice to Grantor of any such installation, repair, replacement and/or removal. In the case of an emergency, the Grantee shall give the Grantor notice of any such installation, repair, replacement and/or removal as soon as practicable given the nature of the emergency. The rights and obligations of the Grantee shall extend to its employees, officers, agents, contractors, sub-contractors, assigns and successors. in the event of an emergency when notice will be given within a reasonable amount of time of the emergency
4. The Grantee agrees that it will perform all work hereby authorized on the easement with reasonable care, skill, and diligence. The Grantee will perform said work in such a way as to avoid harm to improvements within or adjacent to said easement and in such a way so as to minimize disturbance to Grantor's enjoyment and use of her property. In the event any adjacent area shall be disturbed, the Grantee shall restore the disturbed area, at Grantee's sole cost, as nearly as possible to the condition in which it was before the disturbance.
5. The Grantee may store equipment and materials on the easement while performing any installation, replacement, repair, and/or removal of the Drainage Line. Grantee will promptly remove all such items upon completion of the said work.
6. Except for claims, liability and costs arising out of Grantor's negligence, to the extent permitted by law, Grantee will hold harmless and indemnify Grantor, her lessees, licensees, employees, agents, contractors and assigns, and each of their lessees, licensees, employees, agents, contractors and assigns, against any and all claims, liabilities and costs (including, but not limited to, reasonable attorney's fees) for injuries to any person and damage to any property arising out of, in connection with, or as a result or consequence of Grantee's work on and/or use of the easement.
6. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee shall record this easement grant at its sole expense.

Dated this _____ day of _____ 2021

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTOR:

[Name]

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, 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, sealed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____ 2021

Notary Public _____

My commission expires:

GRANTEE: CITY OF WOOD DALE

By: _____
Annuziato Pulice, Mayor

Attest:

Lynn Curiale, City Clerk

Prepared by and return to:

City of Wood Dale
404 North Wood Dale Road
Wood Dale, Illinois 60191