

## RIGHT-OF-WAY EASEMENT AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (“Effective Date”), by and between the Board of Education of Hinckley-Bog Rock School District 429 (“Grantor”) and Debi and Aaron White (“Grantees”) , which hereinafter may be referred together as the “Parties” or individually as a “Party.”

### RECITALS

**WHEREAS**, Grantor is the owner of certain real property legally described and depicted on the “Easement Exhibit” attached hereto and incorporated herein as **Exhibit A** (the “Subject Property”); and

**WHEREAS**, Grantee requires an easement and use of that portion of the Subject Property, as depicted on **Exhibit A**, in order to secure a right-of way and access to their property located at 530 W. Lincoln Highway, Hinckley, Illinois 60520 (west); and

**WHEREAS**, Grantor has determined that it is in the public’s interest to grant an easement to the Grantee to allow for a right-of-way and access to Grantee’s property pursuant to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree that:

1. **Recitals Incorporated.** The foregoing recitals are incorporated herein by reference as though fully set forth. All exhibits referenced herein are by this reference incorporated into this Agreement.

2. **Grant of Non-exclusive Easement.** Grantor hereby grants to Grantees, a non-exclusive easement over, on, and across that portion of the Subject Property as legally described in **Exhibit A** attached hereto, for the right, privilege and authority to enter upon the Easement Premises from time to time as Grantees, in their reasonable discretion, deems necessary, subject to conditions set forth in Paragraph 5 of this Agreement.

3. **Right of Access.** Grantees shall only enter and exit the Easement Premises from Grantee’s adjacent property and shall not enter any portion of the remaining Subject Property for any reason except upon the prior written consent of Grantor.

4. **Consideration.** In consideration of the grant of easement rights granted to Grantees pursuant to this Agreement, Grantees agrees to pay Grantor the sum of One Dollar (\$1.00).

5. **Easement Conditions.** The easement granted hereunder is subject to the conditions that:

(a) The granting of this Easement shall be for the term during which Grantees own the property commonly known 530 W. Lincoln Highway, Hinckley, Illinois 60520. Upon Grantees' relinquishing ownership of the aforesaid property by sale, donation, death, judicial order, or other permanent loss of ownership, this Easement Agreement shall end and become null and void.

(b) Grantees shall not, by the terms of this Easement Agreement, be allowed to engage in any excavation, construction, repair, maintenance or other work or activity on the Easement Premises, unless authorized in writing by the Grantor.

(c) Grantor reserves the right of access to and use of the Easement Premises in any manner not inconsistent with the rights granted to Grantee under this Agreement, including but not limited to the right to install structures, landscaping, gardens, shrubs, and walkways on the Easement Premises that do not then or later conflict with the Improvements or the easement rights granted hereunder; and

6. **Maintenance and Repair.** Grantor shall maintain the Easement Premises in such a manner so as to allow Grantor reasonable access to the Easement Premises for the term of this Easement Agreement.

7. **Indemnification.** Grantee agrees to indemnify, defend and save Grantor, its members, agents and employees, and all other persons or entities acting at the direction of Grantor, harmless from and against any and all liabilities, liens, claims, losses, or demands for personal injury or property damage arising out of or caused by any act or omission of Grantee, arising from Grantee's conduct of the Easement Activities or exercise or use of the easement rights granted under this Agreement.

8. **Term.** This Agreement shall be in full force and effect upon the date approved by Grantor and Grantees and until the occurrence of any of the events noted in Section 5 (a) of this Easement Agreement.

9. **Exceptions.** The easement granted herein shall be subject to all covenants, easements, and restrictions of record, building and zoning ordinances, resolutions, and regulations, and to all questions of survey and rights of any parties which would be revealed by a physical inspection of the Subject Property.

10. **Entire Agreement.** This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

11. **Severability.** Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

12. **Law Governing.** The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in DeKalb County.

13. **Captions and Paragraph Headings.** Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

14. **Notices.** All noticed provided for herein shall be served upon the Parties by personal delivery, fax, email, or Certified United States mail, return receipt requested, at the following locations, or at such other location or locations as the Parties may from time to time designate in writing:

**Notice to Grantee:**

Debi and Aaron White  
530 W. Lincoln Highway  
Hinckley, Illinois 60520

**Notice to Grantor:**

Board of Education  
Hinckley-Big Rock School CUSD District 429  
700 East Lincoln Highway  
Hinckley, Illinois 60520

Notices shall be deemed given when received by the Party to whom it was sent.

15. **No Waiver of Tort Immunity.** Nothing contained in this Agreement shall constitute a waiver by the Grantor of any right, privilege, immunity, or defense which it has under statutory or common law, included but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10.

16. **No Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.

**GRANTOR**

BOARD OF EDUCATION  
HINCKLEY-BIG ROCK CUSD 429

By: \_\_\_\_\_  
BOARD PRESIDENT

Attest: \_\_\_\_\_  
BOARD SECRETARY

**GRANTEES**

\_\_\_\_\_  
DEBI WHITE

Date: \_\_\_\_\_

\_\_\_\_\_  
AARON WHITE

Date: \_\_\_\_\_

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**Exhibit A**  
**Legal Description of Right-of-Way Easement**

That part of Lot 1 of Lot "R" of the East 1/2 of Section 15, Township 38 North, Range 5 East of the Third Principal Meridian, According to the Plat recorded in the Recorder's Office of DeKalb County, Illinois on July 1<sup>st</sup>, 1878 in Book "B" of Plats, on Page 23; Said Lot also being a part of Outlot 5 of the Village of Hinckley on a Plat filed in said Office on July 8<sup>th</sup>, 1889 and recorded in Book "C" of Plats, on Page 70 described by commencing at the Northwest Corner of Lot 10 in Block 1 of Wagner & Miller's Second Addition to the Village of Hinckley; thence N. 0° 21' 07" W. 50 feet along the prolongation of the East Line of said Lot 10; thence S. 89° 57' 03" W. 128 feet; thence S. 2° 06' 32" W. 66.37 feet to the POINT OF BEGINNING; thence continuing S. 2° 06' 32" W. 90.45 feet; thence S. 86° 20' 56" W. 26.36 feet; thence N. 2° 49' 49" E. 90.58 feet; thence N. 86° 20' 56" E. 25.20 feet to the POINT OF BEGINNING.



