

**RECORDING REQUESTED
BY AND WHEN RECORDED
RETURN TO:**

**Richard T. Petesch, Esq.
WHITT LAW LLC
70 S. Constitution Drive
Aurora, Illinois 60506**

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is entered into this 14 day of ~~December, 2012~~ ^{January, 2013} by and between GENEVA COMMUNITY UNIT SCHOOL DISTRICT NO. 304, a public school district (hereinafter "School District"), and FRIENDSHIP VILLAGE OF MILL CREEK, an Illinois Not-for-Profit Corporation, (hereinafter "Friendship Village") (collectively "the Parties").

WITNESSETH:

WHEREAS, School District is the owner of record of a parcel of property generally known as the School District's Mill Creek Elementary School site and more specifically a berm on the western side of the school site which abuts property owned by Friendship Village, said berm described on the attached Exhibit A (hereinafter "Easement Property"); and

WHEREAS, the Parties seek to enter into this Agreement to facilitate the use, development and enjoyment of their individual properties, and specifically the maintenance and use of the Easement Property.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

Section 1 Recitals. The foregoing Recitals are incorporated herein as part of this Agreement as if fully set forth and restated in this Section 1 *verbatim*.

Section 2 Grant of Easement. For the consideration set forth School District hereby grants to Friendship Village, its successors and assigns, a perpetual, non-exclusive easement for the purpose of constructing and maintaining a monument sign near Keslinger Road on the Easement Property legally described in the attached Exhibit A.

Section 3 Design, Construction and Maintenance of Monument Sign and Easement Property. Friendship Village will be responsible, at its own expense, for the design, construction, and ongoing maintenance of the monument sign and the ongoing maintenance of the Easement Property. Ongoing maintenance of the Easement Property includes, but is not necessarily limited to, all mowing, trimming, weed eating, perennial planting and clean-up, flower bed weeding, ground cover clean-up and debris removal.

Section 4 Indemnification. Friendship Village on behalf of itself and its respective successors and assigns agrees to indemnify, defend and hold the School District, its board members, administrators, employees and invitees, harmless of and from any and all losses, liabilities, costs, expenses (including without limitation reasonable attorneys' fees and court costs), damages, liens, claims (including without limitation mechanics' or materialmen's liens or claims of liens), actions and causes of action arising from or relating to Friendship Village's employees, invitees, agents, contractors or representatives use, or exercise of rights granted herein, of the Easement Property.

Section 5 Recordation of Easement Agreement. A fully executed copy of this Agreement or a memorandum hereof shall be recorded in the Office of the Kane County Recorder of Deeds.

Section 6 Rights, Easements and Restrictions Run with Land. The rights, easements, and restrictions contained herein shall be deemed as covenants running with the land, shall inure to the benefit of and shall be binding upon and enforceable against the parties hereto, their respective successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Friendship Village of Mill Creek

By: *Steph A. Yenchek*

Name: STEPHENA YENCHEK

Title: PRESIDENT + CEO

County of Cook)

) SS. Friendship Village of Mill Creek

State of Illinois)

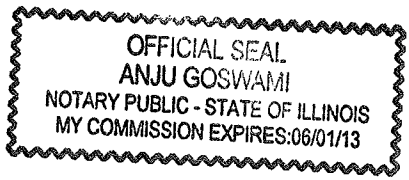
On this 11th day of December, 2012, before me, the undersigned Notary Public in and for said County and State, personally appeared STEPHEN A. YENCHEK as PRESIDENT + CEO of Friendship Village of Mill Creek, an Illinois corporation, who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. He is personally known to me and did not make an oath. In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

Anju Goswami
Notary Public Signature

Name: ANJU GOSWAMI

My Commission Expires: 6/1/2013

(SEAL)



Legal Description

That part of Parcel 1 in Mill Creek – Neighborhood “Y”, Blackberry Township, Kane County, Illinois described as follows: Commencing at the northeast corner of said Parcel; thence North $89^{\circ}42'28''$ West along a north line of said Parcel 250.0 feet for the point of beginning; thence South $0^{\circ}17'32''$ West at right angles to the last described course 85.0 feet; thence North $89^{\circ}42'28''$ West at right angles to the last described course 20.0 feet; thence North $0^{\circ}17'32''$ East at right angles to the last described course 85.0 feet to a north line of said Parcel; thence easterly along a north line of said Parcel, being along a curve to the left having a radius of 57,355.61 feet an arc distance of 16.62 feet to a point of tangency in the north line of said Parcel; thence South $89^{\circ}42'28''$ East along a north line of said Parcel 3.38 feet to the point of beginning, in Blackberry Township, Kane County, Illinois.

EXHIBIT A