

Prepared by:
Michael R. Stiff
Spesia & Taylor
1415 Black Road
Joliet, Illinois 60435

Return to:
City Clerk
City of Crest Hill
1610 Plainfield Road
Crest Hill, Illinois 60403

GRANT OF MONUMENT SIGN EASEMENT

The undersigned, authorized representative of the **CARILLON LAKES HOMEOWNER'S ASSOCIATION**, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the **CITY OF CREST HILL**, an Illinois Municipal Corporation, having its office at 20600 City Center Boulevard, Crest Hill, Illinois 60403 (hereinafter referred to as "Grantee"), its successors and assigns, the right, privilege and permanent easement to install, construct, reconstruct, operate, maintain, protect, repair, alter, replace, move, inspect or remove landscaping, a monument sign, including electric connection and illumination, and all other appurtenances and equipment incidental thereto (hereinafter sometimes referred to as "Facilities"), on, over, under, across and through the following described premises of Grantor in the City of Crest Hill, County of Will, State of Illinois, said permanent easement being legally described on **Exhibit A** and graphically depicted on **Exhibit B "Plat of Easement"** attached hereto and made a part hereof ("Permanent Easement") and to have and to hold said easement, rights and privileges together with any and all appurtenances thereto in any way belonging unto Grantee, its successors and assigns, forever or until such time as Grantee, its successors and assigns, release or relinquish in writing the rights herein granted. Grantor does hereby bind itself, its heirs, successors and assigns to warrant and forever defend the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

1. Grantor may use and enjoy said Permanent Easement subject, however, to the rights and easements herein granted to Grantee; provided that Grantor shall not construct or maintain or permit to be constructed or maintained any permanent structure, pond, tree or fence or any obstruction to the Facilities on, over or under the lands and property covered by the Permanent Easement. Grantor shall not be responsible for any costs related to the Facilities, including electrical costs.

2. Grantee shall, after any excavation or construction within the Permanent Easement, fill, level, and restore the surface of the ground to substantially the same condition it was in when entered upon by Grantee. Grantee shall have the right to clear, and keep cleared, all trees, undergrowth and other obstructions from the Permanent Easement and the obligation to maintain the Permanent Easement and the Facilities in good repair.

3. Grantor hereby acknowledges that it holds no ownership of, control of, and title to any of the Facilities which may be used by Grantee in connection with the Permanent Easement. The same are held free and clear of all encumbrances or claims including claims for payment by Grantor, its grantees, successors or assigns.

4. This Grant of Monument Sign Easement shall be considered as a covenant running with the land and the terms, conditions, and provisions of this Permanent Easement shall extend to and be binding upon the heirs, devisees, executors, administrators, successors and assigns of the parties hereto.

5. This Grant of Monument Sign Easement may be used by Grantee's agents, representatives, employees, contractors, and subcontractors for the purposes of and on the terms herein provided.

6. This instrument contains the entire agreement of the parties and there are no other, or different, agreements or understandings between the Grantor and Grantee, or their agents.

7. The parties hereby represent that they have authority to enter into this Grant of Monument Sign Easement and bind their respective interests.

8. The Grantee shall indemnify and hold harmless the Grantor from and against any and all claims of any kind arising out of the Grantee's activities in the Permanent Easement, except for any claims arising out of Grantor's negligence or intentional misconduct or the negligence or intentional misconduct of Grantor's agents, contractors or invitees.

9. If Grantee terminates this Grant of Monument Sign Easement, Grantee shall remove the Facilities and restore the Permanent Easement to its prior condition.

Executed this _____ day of _____, 2023.

GRANTOR:

Carillon Lakes Homeowner's Association

By its _____ -

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that _____, authorized representative of the Carillon Lakes Homeowner's Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

EXHIBIT A

Legal Description

CITY OF CREST HILL MONUMENT SIGN EASEMENT

LEGAL DESCRIPTION

OVERALL PARCEL

LOT A IN CARILLON LAKES UNIT 9, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 2000, AS DOCUMENT NUMBER R2000125695, IN WILL COUNTY, ILLINOIS. Containing 5.63 acres more or less.

EASEMENT PARCEL

THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT A IN CARILLON LAKES UNIT 9, BEING A SUBDIVISION OF PART OF THE AFORESAID NORTHWEST QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 2000, AS DOCUMENT NUMBER R2000125695; THENCE SOUTH 01 DEGREES 38 MINUTES 05 SECONDS EAST ALONG THE EAST LINE OF THE WEST 718.28 FEET OF THE AFORESAID NORTHWEST QUARTER AND ALONG THE WEST LINE OF AFORESAID LOT A, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 20.00 FEET OF SAID LOT A; THENCE NORTH 88 DEGREES 52 MINUTES 26 SECONDS EAST ALONG SAID SOUTH LINE, 20.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 20.00 FEET OF SAID LOT A; THENCE NORTH 01 DEGREES 38 MINUTES 05 SECONDS WEST ALONG SAID EAST LINE, 20.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT A; THENCE SOUTH 88 DEGREES 52 MINUTES 26 SECONDS WEST ALONG SAID NORTH LINE, 20.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. Containing 400 square feet.

EXHIBIT B

Plat of Easement