

Prepared by:
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1415 Black Road
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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 **LOCKPORT TOWNSHIP PARK DISTRICT**, (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 1610 Plainfield Road, 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** 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. Grantor hereby agrees that it cannot exercise its right to terminate this Grant of Monument Sign Easement for a period of ten (10) years from date of final execution. After 10 years, the Grantor shall have a right of termination. If Grantor terminates this Grant of Monument Sign

Easement after ten (10) years, Grantor shall serve notice on Grantee no less than one (1) year prior to the effective date of the termination. If this Grant of Monument Sign Easement is terminated by Grantor, the Facilities shall be removed and the Permanent Easement restored to its prior condition by Grantee on or before the designated termination date.

Executed this _____ day of _____, 2023.

GRANTOR:

Lockport Township Park District, by

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 Lockport Township Park District, 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

THAT PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE WEST HALF OF SAID SECTION 22; THENCE NORTH 01 DEGREES 30 MINUTES 07 SECONDS WEST ALONG THE WEST LINE OF SAID WEST HALF, 2182.64 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 3102.57 FEET OF SAID WEST HALF; THENCE NORTH 88 DEGREES 04 MINUTES 47 SECONDS EAST ALONG SAID SOUTH LINE, 1438.81 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ILLINOIS ROUTE 53, SAID POINT BEING A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 11,409.20 FEET, THENCE NORTHERLY 370.09 FEET ALONG SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE, THE CHORD OF WHICH BEARS NORTH 23 DEGREES 16 MINUTES 18 SECONDS EAST 370.08 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A POINT ON SAID WESTERLY RIGHT OF WAY LINE AND ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 11,409.20 FEET, THENCE NORTHERLY 30.00 FEET ALONG SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE, THE CHORD OF WHICH BEARS NORTH 22 DEGREES 16 MINUTES 01 SECONDS EAST 30.00 FEET; THENCE NORTH 67 DEGREES 48 MINUTES 30 SECONDS WEST 30.00 FEET; THENCE SOUTH 22 DEGREES 16 MINUTES 02 SECONDS WEST 30.00 FEET; THENCE SOUTH 67 DEGREES 48 MINUTES 30 SECONDS EAST 30.00 FEET TO THE POINT OF BEGINNING; IN WILL COUNTY, ILLINOIS. Containing 900 square feet more or less.

EXHIBIT B

Plat of Easement