GRANT OF PUBLIC DRAINAGE, SIDEWALK/PATH AND LANDSCAPE EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, the Board of Education of Troy Community Consolidated School District 30C, an Illinois local school district, for and in good and valuable consideration, the receipt of which is hereby acknowledged, does by these premises hereby GRANT and CONVEY unto the City of Joliet, an Illinois Municipal Corporation, and its successors, assigns, and licensees, a permanent non-exclusive easement and right of way to construct, operate repair, maintain, and replace municipal and public drainage facilities, including but not limited to, drainage swales, drainage transmission mains, sidewalks/paths, landscaping and related appurtenances (hereinafter referred to as "Permitted Improvements") in, under and upon tract of land described in the Plat of Easement attached hereto and incorporated herein by reference (hereinafter referred to as the "Easement Tract").

The easement granted herein shall be subject to the following conditions:

- 1. All work undertaken by the Grantee or its licensees shall be at no expense to the Grantor. The Grantee and its licensees shall not permit or suffer any mechanic's lien or similar encumbrance to be claimed against Grantor's property in connection with the project, and its maintenance and operation.
- 2. The rights granted herein shall include, but not be limited to, the removal or relocation of brush, debris or similar material which conflict with the construction, maintenance or operation of permitted improvements installed in the Easement Tract. No buildings or masonry walls shall be erected in the Easement Tract.
- 3. The Grantee, and all those acting by or under the Grantee, shall defend, indemnify and hold harmless the Grantor from any and all claims, actions and liabilities arising from Grantee's use of the Easement Tract.
- 4. Full and complete title, ownership and use of the Easement Tract are hereby reserved to Grantor subject only to the right, permission and authority expressly granted to the Grantee in this instrument.
- 5. Title to the Permitted Improvements installed within the Easement Tract by or on behalf of the Grantee or its successors, assigns and licensees shall vest solely in the Grantee.

- 6. All work undertaken by the Grantee and its licensees shall be performed and completed in a good and workmanlike manner and with diligence. All work shall be confined to the Easement Tract. Upon completion of construction or maintenance activities the Grantee shall restore the surface of the Easement Tract to its original grade and condition.
- 7. The covenants of this easement shall, by its grant, acceptance and use, bind and inure to the benefit of the Grantor, and Grantor's heirs, successors, assigns and subsequent grantees and the Grantee and its successor corporate authorities, successor municipal corporations, agents, licensees, successors and assigns.

PIN: pt. 06-05-200-011

9 WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this day of \_\_\_\_\_\_\_, 20 21.

THE BOARD OF EDUCATION OF TROY COMMUNITY CONSOLIDATED SCHOOL DISTRICT 30C, WILL COUNTY, ILLINOIS. a local school district

By: W. Tall Supering the Attest: Willow in Surcark

STATE OF ILLINOIS )SS COUNTY OF WILL

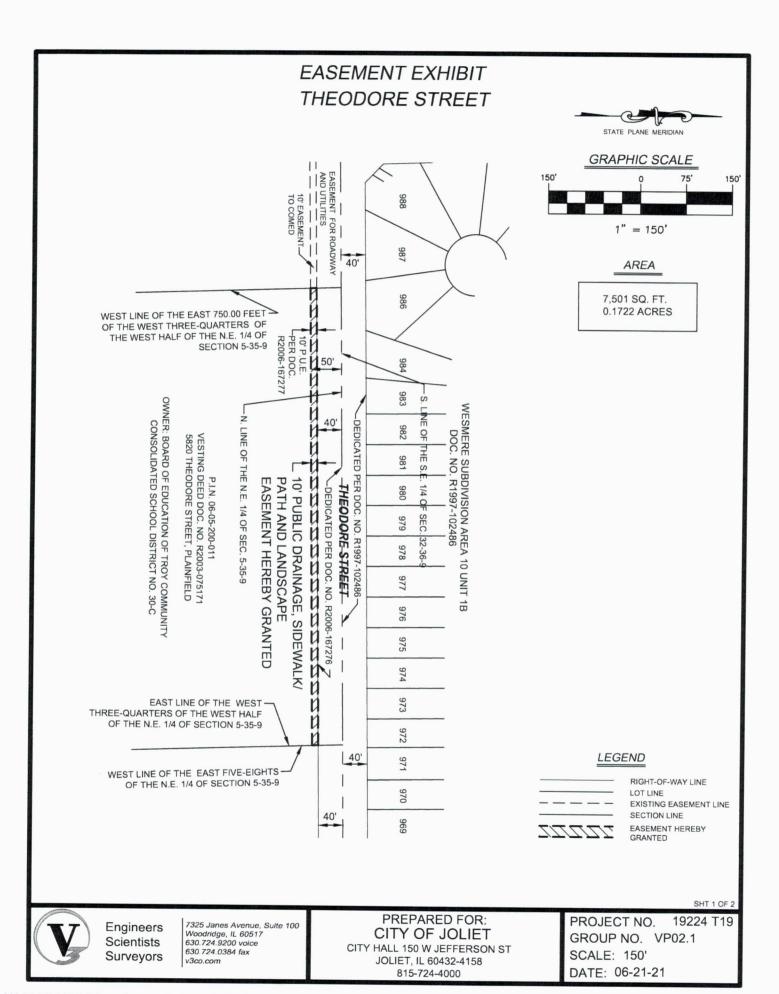
I, the undersigned, a Notary Public in the above County and State, do hereby certify that personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the foregoing instrument as his/her free and voluntary

act for the uses and purposes therein set forth.

SANDRA L KREJCI OFFICIAL SEAL
Notery Public, State of Illinois
My Commission Expires Otary Puteril17, 2023

## PREPARED BY/RETURN TO THE GRANTEE:

City of Joliet, Legal Department, 150 West Jefferson Street, Joliet, Illinois 60432



# EASEMENT EXHIBIT THEODORE STREET

## LEGAL DESCRIPTION

#### **EASEMENT HEREBY GRANTED**

THE SOUTH 10.00 FEET OF THE NORTH 50.00 FEET OF THE EAST 750.00 FEET OF THE WEST THREE-QUARTERS OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN WILL COUNTY, ILLINOIS.

### SURVEYOR'S CERTIFICATE

STATE OF INDIANA ) SS COUNTY OF LAKE )

I, ANTHONY J. STRICKLAND, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED AT AND UNDER MY DIRECTION. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 22ND DAY OF JUNE, A.D., 2021.

ANTHONY J. STRICKLAND

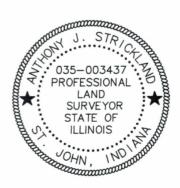
ILLINOIS PRÓFESSIONAL LAND SURVEYOR NO. 35-3437

MY LICENSE EXPIRES ON NOVEMBER 30, 2022.

V3 COMPANIES, LTD. PROFESSIONAL DESIGN FIRM NO. 184000902

THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2023.

tstrickland@v3co.com



SHT 2 OF 2



7325 Janes Avenue, Suite 100 Woodridge, IL 60517 630.724.9200 voice 630.724.0384 fax v3co.com PREPARED FOR: CITY OF JOLIET

CITY HALL 150 W JEFFERSON ST JOLIET, IL 60432-4158 815-724-4000 PROJECT NO. 19224 T19 GROUP NO. VP02.1

SCALE: 150' DATE: 06-21-21