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Karen A. Stukel Will County Recorder 5P

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**GRANT OF EASEMENT FOR STORM WATER
PIPELINE AND RELATED PURPOSES**

THIS GRANT OF EASEMENT is made on OCTOBER 17, 2001 by and between DONALD J. HAMMAN AND CAROL S. HAMMAN (referred to hereafter as the "Grantor"), and OSWEGO COMMUNITY UNIT SCHOOL DISTRICT NO. 308 ("District No. 308").

WITNESSETH:

WHEREAS, Grantor is the owner of real property located within the County of Will bearing Property Identification Numbers:

- 01-18-200-001
- 01-18-200-002
- 01-18-200-003
- 01-18-400-001

(referred to hereafter as "Grantor's Property").

WHEREAS, Grantor and District No. 308 are desirous of extending, constructing and installing transmission and distribution facilities for the management of storm water and all facilities incidental thereto, under and across the Grantor's Property in order to provide for safe and effective extension of a storm water pipeline to serve Grantor and District No. 308; and

WHEREAS, the parties hereto desire that the Grant of Easement be made under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey the following:

Section 1: Grantor does hereby grant and convey to District No. 308, a perpetual easement to construct, operate, maintain, inspect, remove, replace and reconstruct storm water pipelines, together with such equipment and appurtenances as may be necessary or convenient in connection with the proper functioning and operation of such, over, along, upon, across, and under the strip of real estate legally described as such in Exhibit A attached hereto and made a part hereof as Tract A.

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Further, Grantor grants to District No. 308 the right of ingress and egress to and from the easement for all purposes incidental to the exercise of the easement rights herein granted. The Grantor also grants to District No. 308 the right to cut down, trim, or remove any trees or shrubs that interfere with the operation of the stormwater pipeline.

Section 2: Grantor grants to District No. 308 a temporary construction easement over, along, upon, across and under the tract of real estate legally described as such "Temporary Construction Easement" on Exhibit A attached hereto and incorporated herein for the purpose of construction and installation of the improvements. The Temporary Construction Easement will automatically terminate, cease and abrogate upon the first to occur of either the storm water pipeline being fully constructed and Grantor's Property restored in accordance with the terms hereof, or three years from the date of execution. District No. 308 agrees that the Grantor will have the right to modify and relocate the storm water pipeline if necessary to enhance development of the balance of Grantor's property, so long as said modification or relocation is done without cost to District No. 308 and so long as said modification or relocation in no way impedes the flow of District No. 308's storm water through said pipeline.

Section 3: The parties agree that all costs involved in the installation of the storm water pipeline shall be borne by District No. 308 and such costs will not be subject to recapture from Grantor or Grantor's successors in interest.

Section 4: The parties agree that the maintenance of the storm water pipeline shall be the responsibility of District No. 308 until such time as the improvements are dedicated to the City of Aurora.

Section 5: District No. 308 hereby agrees that it shall indemnify, defend and hold harmless Grantor from and for any and all liens, claims for damages to real and personal property and injuries to or death suffered by persons by reason of the construction of the storm water pipeline.

Section 6: District No. 308 agrees to restore that portion of the Grantor's Property to the condition in which it existed prior to the installation of the stormwater pipeline at such time as the initial construction is completed, and District No. 308 agrees that it shall remove all debris caused by the installation, maintenance, repair, or operation of the stormwater pipeline improvements from Grantor's Property. District No. 308 shall also pay for any crop damage caused by the construction.

Section 7: The laws of the State of Illinois shall govern the validity, performance and enforcement of this agreement.

Section 8: With the sole exception of that agreement entered into by the parties on October 15, 2001, to which this easement was attached as an exhibit, this agreement supersedes all prior agreements and negotiations between the parties and sets forth all promises, inducements, agreements, conditions, and understandings between and among the parties relative to the subject matter hereof. There are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between or among them, other than are herein set forth.

Section 9: Should any provision of this agreement or application thereof to any part or circumstance be held invalid and such invalidity does not affect other provisions or applications of

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OSWEGO COMMUNITY UNIT SCHOOL DISTRICT NO. 308

By: [Signature]
President

By: David Behrens
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Joseph Guinane, President of the Board of Education of Oswego Community Unit School District No. 308, a body politic, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the District for the uses and purposes therein set forth, and that the above named Dave Behrens, Secretary of the Board of Education of Oswego Community Unit School District No. 308, a body politic, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Secretary appeared before me this day in person and acknowledged that he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the District for the uses and purposes therein set forth

Given under my hand and seal this 15th day of October, 2001.

Lavonne Burkhardt
NOTARY PUBLIC



