

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

The Village of Winfield, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois having its principal office in the Village of Winfield, County of DuPage and the State of Illinois, as property owner, (hereinafter referred to as "Grantor") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, conveys and warrants to the County of DuPage, Illinois, a body politic and corporate existing under laws of the State of Illinois, with its principal offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as "Grantee"), and its successors and/or assigns, a temporary construction easement ("temporary construction easement") for the purposes of: 1) ingress and egress on, over and across said easement to clear trees and shrubs for the Winfield Creek Stream Restoration Project, and 2) use of the Easement Area for any attendant purposes, including but not limited to construction staging, the storage of supplies, equipment, and stockpiling of materials related to the Project.

The temporary construction easement shall be depicted in EXHIBIT A. The easement is legally described as follows:

THE SOUTHERLY 35 FEET OF THE WEST 63 FEET OF LOT 3 IN WINFIELD FARMS, BEING A SUBDIVISION IN SECTIONS 12, 13 AND 14, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 3, 1908 AS DOCUMENT 093153, IN DUPAGE COUNTY, ILLINOIS.

Common Property Address: Vacant Lot at the dead end of Beecher Avenue, Winfield, IL 60190

Permanent Parcel Number(s): 04-13-209-005

Prepared by: DuPage County Stormwater
Management
421 North County Farm Road
Wheaton, Illinois 60187

Return to: Attn: Avery Mumm
DuPage County Stormwater Management
421 North County Farm Road
Wheaton, Illinois 60187

1. Definitions: The following terms shall be understood to have the meaning set forth herein:
 - a) "Easement Areas" shall mean the collective area of the Temporary Construction Easement during its term.
 - b) "Improvements" shall mean clearing of trees and shrubs as necessary for the Winfield Creek Stream Restoration Project.
 - c) "Temporary Construction Easement" shall be legally described herein. Said easement shall, notwithstanding any errors or discrepancies in said legal description, be the southerly thirty-five (35') feet of the parcel.
2. This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:
 - a) The Temporary Construction Easement is granted specifically for the purpose of allowing the Grantee temporary ingress and egress onto, over, under, above and along the Easement Areas to conduct the Winfield Creek Stream Restoration Project on Village of Winfield property.
 - b) The Temporary Construction Easement shall expire two (2) years from the final execution date of this Agreement.
 - c) During the term of this temporary construction easement, Grantee may from time to time, through its employees, officers and officials enter upon the Easement Areas, to perform activities related to the Projects.
 - d) The rights and obligations of the Grantee shall extend to its employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors.
 - e) Grantee agrees that it will perform any work hereby authorized within the Easement Areas with reasonable care, skill and diligence. The Grantee will perform all work in such a way as to avoid harm to the Grantor's real or personal property adjacent to said Easement Areas.
 - f) Grantee shall require any contractor doing work in the Easement Areas to indemnify, defend and hold the Grantor harmless from and against any liability, claims, loss, liens or damages that may occur or arise on account of the contractor's work within the Easement Areas. Further, any such contractor shall fully compensate the Grantor in the event any of Grantor's real or personal property is negatively disturbed or damaged by the contractor. The Grantee shall, at its election, pay the Grantor for the costs of repairing, restoring or replacing the disturbed land or property, or undertake the repairs and restorations, for any

land or property damaged by Grantee's officers or employees. Repairs or restoration shall be to a condition as nearly as possible to the condition in which the land existed before the Grantee's disturbance or damage thereto. The Grantee shall restore disturbed grass with seed or patch only.

- g) The Grantee may store equipment and materials within the Easement Areas while performing any work within said easements. Grantee will promptly removal all such stored items upon its completion of the authorized work.
- h) The easement granted herein shall be non-exclusive to the Grantee.

3. The Grantor's retained rights and obligations shall be as follows:

- a) Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid Easement Areas, including all obligations attendant thereto such as maintenance, as set forth below, and payment of real estate taxes, if any. Grantor may engage in any use provided that Grantor's act does not adversely affect the intended purposes for which the Easement Area(s) is/ arte intended to serve.
- b) The Grantee shall obtain any required governmental permits, licenses or approvals prior to commencing any work, excepting such work necessary for the preparation of construction plans and, or, governmental submittals such as the performance of surveys, soil borings, environmental audits, etc. Upon written request, the Grantee shall provide the Grantor with copies of any governmental permits, licenses, approval or submittals for said authorizations relating to Grantee's work within the Easement Areas. The Grantee shall abide by and comply with every condition, term or covenant of said governmental permits, licenses or approvals and shall further do all work in accord with the applicable local, State and Federal laws, ordinances, rules and regulations

- 4. The Grantor shall be responsible for the routine surface maintenance of the Easement Areas during such times that the Grantee is not engaged in any construction, replacement or repair work within said Easement Areas. This provision is not intended to create any new or different obligation on the part of the Grantor than those obligations the Grantor would normally have under the law but, instead, is intended to ensure that the Grantor adequately mows and cleans up its property such that the Easement Areas may be utilized by the Grantee. If the Grantor fails to properly remedy any complained of condition(s) within ten (10) days, the Grantee has the right, but not the obligation, to undertake the requested maintenance and to bill the Grantor for Grantee's expenses doing so.
- 5. Grantor acknowledges permanent grade alterations are necessary to construct the project. Upon expiration of this easement the land alterations may not be altered. Grantor is responsible for the permanent maintenance of the land, including but not limited to mowing, vegetation maintenance, and debris removal.

6. Whenever any provision of this Easement Grant requires one party (the first party) to undertake any review or do any act or give its consent or approval to the other party (second party), the first party shall not unreasonably delay, withhold, condition or deny the act, review, consent or approval.
7. Grantor represents and warrants as follows: (a) Grantor is the fee simple owners of the parcel of real estate containing the Easement Areas; (b) Grantor has full authority and capacity to enter into this Grant; and (c) that the Grantee has made no warranty or guaranty, promise or assurance relative to the drainage condition on Grantor's property or the change, modification or alteration thereof caused by or resulting from the Grantee's Improvements.
8. If any provision of this Grant is held to be invalid by any court, the invalidity of that provision shall not affect the validity of the remaining provisions of this Grant.
9. The failure of either Grantor or Grantee to insist upon the performance of any of the terms or conditions of this Grant shall not be construed as thereafter waiving any such terms or conditions, but such terms and conditions shall continue in full force and effect as if no such forbearance or waiver had occurred. If either Grantor or Grantee expressly waives, in writing, any breach of the terms or conditions of this Grant, such waiver shall not be deemed to be a waiver or any other breach whether preceding or succeeding and whether of the same or of a similar nature.

[Remainder of page left intentionally blank]

Dated this _____ day of _____, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTOR:

By: _____	By: _____
name:	name:
title:	title:

STATE OF ILLINOIS)
COUNTY OF _____) Ss
)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me, to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2025.

Notary Public _____

My commission expires:

GRANTEE: COUNTY OF DUPAGE

By: _____
Name: Sarah Hunn
Title: Director, DuPage County Stormwater Management

Given under my hand and official seal, this ____ day of _____, 2025.

Notary Public _____

My commission expires:
