



EVANSTON/SKOKIE
SCHOOL DISTRICT 65

Every Child, Every Day, Whatever it Takes

TO: Dr. Angel Turner, Superintendent
CC: District 65 Cabinet Team
FROM: Kirby Callam, Director of Strategic Project Management
DATE: May 19, 2025
RE: Easement Agreement with Family Focus

Objective: Information Discussion Follow-up **Decision**

District 65 seeks to enter into an easement and land rights use agreement with Family Focus on the southwest corner of the Foster School play field to install, improve, repair, maintain, and use one field light, a section of the play field's drain and drainpipes, a portion of the running track, fencing, and a portion of the outer sidewalk located on Family Focus premises.

The section of property is L-shaped and is approximately 45 feet by 40 feet. The land is also adjacent to the west of City of Evanston property at the Fleetwood-Jourdain Community Center, with which District 65 has an existing easement agreement. Together, the two agreements allow for an expanded Foster School playfield and basketball court to benefit the collective future Foster School, Family Focus, and Fleetwood-Jourdain communities.

A land survey depicting the easement area and a description of the easement terms with Family Focus are found in Exhibit A and Exhibit B of the Agreement.

After Recording Mail To:

Brian P. Crowley
Franczek P.C.
300 South Wacker, Suite 3400
Chicago, Illinois 60606

(Recorder's use only)

GRANT OF EASEMENT AND LAND USE AGREEMENT

THIS GRANT OF EASEMENT AND LAND USE AGREEMENT (the "Agreement") is entered into by and between the Board of Education of Evanston-Skokie School District No. 65, Cook County, Illinois (the "School District") and Family Focus, an Illinois not for profit corporation ("FF") (collectively the "Parties"). For and in consideration of the sum of Ten Dollars (\$10.00) and any other good and valuable consideration, receipt of which is hereby acknowledged, subject to the provisions contained in this Agreement, FF grants the School District an easement and land use rights as follows:

Section 1. Grant of Easement. FF hereby grants, conveys, warrants, and dedicates a permanent exclusive easement to the School District and to its successors and assigns, in, upon, across, over, and through the area depicted and described as the easement in Exhibit A to this Agreement (the "Easement Premises") to install, improve, repair, maintain, and use one field light, drain and drainpipes, a portion of a running track, fencing, and a sidewalk (the "Improvements"), located on the Easement Premises, for the benefit of the School District and all as depicted in Exhibit B to this Agreement that may from time-to-time be required in the School District's sole judgment and for ingress and egress purposes at any time to exercise the rights and privileges granted herein. The permanent easement is exclusive, and FF shall not

allow any third party to install any improvements or facilities over, under, in, upon, or across the Easement Premises.

Section 2. School District Access to FF Property. FF agrees to grant the School District access to reasonable portions of FF's property (as depicted in Exhibit B) that may be required for constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, modifying and/or repairing the Improvements. Such access shall be granted in FF's sole and reasonable discretion.; which approval shall not be unreasonably withheld.

Section 3. Continuing Maintenance of Field Light. The Parties acknowledge that the City of Evanston shall be responsible for the continuing maintenance and costs of electricity for the field light located on the Easement Premises.

Section 4. Continuing Maintenance of other Improvements and Running Track. The School District shall be solely responsible, at its sole cost and expense, for the continuing maintenance of the running track that will be partially located on the Easement Premises, the drain piping system leading to the underground rainwater basin located on the Easement Premises, and the sidewalk located on the Easement Premises. The School District shall maintain the Improvements in good repair.

Section 5. Terms of Use - FF. FF shall not make grade changes in the Easement Premises, or allow any third party to make grade changes, without the School District's prior written approval, which approval shall not be unreasonably withheld. FF shall not, and shall not allow any third party to, place any buildings, fences, structures, trees, or excavate in the Easement Premises without the School District's prior written consent, which consent shall not be unreasonably withheld.

Section 6. Damages. To the extent a Party causes damage to the Improvements or FF property, that Party shall, at its sole cost and expense, repair and restore the Improvements or FF property within 30 days after receiving notice of the damage. __

Section 7. Indemnity. Each Party (the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other Party and their respective Board members, officers, employees, and agents (the “Indemnified Party”) from all claims, causes of action, liabilities, damages, whether to person (including death) or property, costs (including reasonable attorneys’ fees), and losses (collectively, “Losses”) arising out of the Indemnifying Party’s negligent or willful and wanton acts or omissions, or arising out of the Indemnifying Party’s failure to perform its material obligations under this Agreement, in each case except to the extent caused by Indemnified Party’s contributory negligence or willful and wanton misconduct.

Section 8. Insurance. Prior to commencing any work associated with this Agreement, the School District shall procure and maintain, and shall require its contractors and subcontractors performing any work for the School District to procure and maintain, commercial general liability and property damage insurance, with limits and coverage acceptable to FF and naming FF as additional insureds thereon, and covering FF from liability arising from any acts or omissions of the School District and/or its contractors and subcontractors, arising in any way from the work associated with this Agreement, or the School District’s use of the Easement Premises. The School District shall cause certificates of insurance to be issued for all policies required under this Agreement, which certificates shall evidence the required coverages.

Section 9. No Lien. The School District shall not permit any lien to stand against FF property related to the easement granted in this Agreement or any improvements thereon for any labor or materials in connection with work performed under this Agreement. In the event of any

such lien attaching to FF property or any improvements thereon, the School District shall immediately have such lien released.

Section 10. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against the School District or FF.

Section 11. Governing Laws. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

Section 12. No Waiver. The failure of either Party to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.

Section 13. Exhibits. Exhibits A and B are incorporated into and made part of this Agreement.

Section 14. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

Section 15. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the date(s) indicated.

FAMILY FOCUS, an Illinois not for profit corporation	BOARD OF EDUCATION OF EVANSTON-SKOKIE COMMUNITY
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<p>By: _____</p> <p>Attest: _____</p> <p>Dated: _____</p>	<p>CONSOLIDATED SCHOOL DISTRICT 65, COOK COUNTY, ILLINOIS</p> <p>By: _____ President</p> <p>Attest: _____ Secretary</p> <p>Dated: _____</p>
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STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, [position] and _____, [position] of Family Focus, an Illinois not for profit corporation, 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 and delivered the said instrument as their free and voluntary act for the uses and purposes herein set forth.

Given under my hand an official seal, this _____ day of _____, 2024.

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____, President and _____, Secretary of the Board of Education of Evanston-Skokie School District No. 65, Cook County, Illinois, 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 and delivered the said instrument as their free and voluntary act for the uses and purposes herein set forth.

Given under my hand an official seal, this _____ day of _____, 2024.

Notary Public

Exhibit A
Easement Premises Description

THAT PART OF LOT 2 FOSTER FIELD RESUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 1983 AS DOCUMENT 26640069, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2 ALSO BEING THE NORTHWEST CORNER OF LOT 1 IN FOSTER FIELD RESUBDIVISION; THENCE SOUTH 00 DEGREES 23 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, FOR A DISTANCE OF 30.21 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 21 SECONDS WEST, 45.69 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 47 SECONDS EAST, 58.45 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2 ALSO BEING THE SOUTH LINE OF DEWEY AVENUE; THENCE NORTH 88 DEGREES 09 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, FOR A DISTANCE OF 8.24 FEET TO A NORTHEASTERLY CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 23 MINUTES 47 SECONDS WEST ALONG A EASTERLY LINE OF SAID LOT 2, FOR A DISTANCE OF 30.01 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 24 SECONDS EAST ALONG A NORTHERLY LINE OF SAID LOT 2, FOR A DISTANCE OF 37.48 FEET TO THE POINT OF BEGINNING, CONTAINING 1,587 SQUARE FEET, IN COOK COUNTY, ILLINOIS,

PART OF P.I.N. #10-13-201-027

FAMILY FOCUS EASEMENT EXHIBIT

DEWEY AVENUE
(66' RIGHT OF WAY)

LOT 3
FOSTER FIELD
RESUBDIVISION

REC. 6/13/1983 AS DOC. #26640069
P.I.N. #10-13-201-028

"BOARD OF EDUCATION OF EVANSTON-SKOKIE
SCHOOL DISTRICT NO. 65 PROPERTY"

**PERMANENT
EXCLUSIVE EASEMENT
(HEREBY GRANTED)**
1,587 SQUARE FEET

SOUTH LINE OF LOT 3...

NORTH LINE OF LOT 1...

POINT OF BEGINNING
NE CORNER OF LOT 2...

EAST LINE OF LOT 1...

WEST LINE OF LOT 3...

N 88°09'32" E
8.24'

NORTH LINE OF LOT 2...
S 00°23'47" W
30.01'

N 00°23'47" E
58.45'

N 88°10'24" E
37.48'

N 89°36'21" W
45.69'

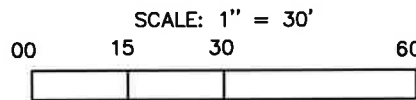
S 00°23'47" W
30.21'

LOT 2
FOSTER FIELD
RESUBDIVISION

REC. 6/13/1983 AS DOC. #26640069
P.I.N. #10-13-201-027
"FAMILY FOCUS PROPERTY"

LOT 1
FOSTER FIELD
RESUBDIVISION

REC. 6/13/1983 AS DOC. #26640069
P.I.N. #10-13-201-026
"CITY OF EVANSTON PROPERTY"



BAR SCALE
BASIS OF BEARINGS IS TRUE NORTH BASED ON
ILLINOIS STATE PLANE COORDINATE SYSTEM,
ILLINOIS EAST 1201 ZONE.

LEGEND



**PERMANENT
EXCLUSIVE EASEMENT
(HEREBY GRANTED)**



PROPERTY LINE

DATE :	12/20/24
SCALE :	1"=30'
DRAWN :	MWO
BOUNDARY :	FIM
FIELD WORK :	N/A
CHECK :	FIM
JOB :	S2200042
SHEET	
EASE-1	
OF ONE SHEETS	



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Exhibit B
Construction Areas and Depiction of Improvements

1. One field light: Relocated Musco athletic field light. 70 ft tall pole with two LED fixtures; LS-1500-5 mounted at 70' and LS-400-1 mounted at 35'.
2. One drain with connected drain pipes: New storm inlet tied into underground detention system (Storm Trap).
3. A portion of the running track: Approximately 160 square feet of two lane running track with synthetic track surface and concrete curbing.
4. A portion of the fencing: PVC coated black welded wire fence and associated posts.
5. A portion of the sidewalk: Approximately 450 square feet of 5' wide concrete sidewalk connecting Dewey Avenue to Ashland Avenue