

**TEMPORARY CONSTRUCTION EASEMENT CHEVAL-DE-SELLE
VENETIAN WAY STORM SEWER PROJECT**

For and in consideration of the mutual undertakings and obligation set forth herein, the undersigned property owner (PIN 08-21-302-004) gives permission to the successful qualified bidder (as approved by Kane County) to go on their property and install a new storm sewer and associated items (the "Project") as indicated on the Engineering Enterprises, Inc drawing dated _____, 2011 and summarized herein. It is further understood that the contractor will restore, to property owner's satisfaction, any areas he disturbs on the property to pre-construction conditions with topsoil and seed. Final restoration and seeding will occur during the IDOT approved time period for seeding, which avoids the hot and dry summer months and after the contractor is assured that the majority of settling has occurred. The undersigned agrees to water the seed once it is placed to ensure germination if insufficient rain occurs naturally. During construction, special care will be taken to protect any existing trees.

The contractor will be required to fence off the portion of the septic field that does not fall in the access lane with snow fence to ensure no construction traffic deviates from the access lane. Construction traffic will only be allowed to traverse the access lane when the ground is stable (with concurrence from Kane County Water Resources) and protected by plywood laid over the septic field to spread the tire load. Low pressure equipment shall be used if possible and contractor shall minimize the number of times equipment must use the lane for access. Contractor shall immediately repair and, if necessary, replace any damage to property owner's septic field or system that occurs as a result of the Project.

The undersigned property owner requests that a permanent easement be established over the final storm sewer alignment on said property to ensure that the location of the storm sewer is clearly defined and to establish a working area for any future maintenance. The undersigned property owner will not incur any costs for drawing up the easement or recording of the easement. The property owner will be listed as additional insured on the contractor's insurance policy for the project a copy of which will be provided if requested.

Additional Conditions are as follows:

1. The storm sewer is intended to be installed by directional bore, which will minimize the disturbance at on the surface. At the rear property line, it is understood that the contractor will have to open excavate down to the existing 48" diameter storm sewer and make the connection with the new storm line, potentially uncovering and crossing the fiber optic line as well. Restoration of this area will be as outlined above. Utilities in the front right of way will be "pot-holed" by the contractor as well to ensure there are no conflicts. Restoration, again, will be as outlined above.
2. The series of bushes at the North West corner of the property will be removed in order that the connection may be made to the existing manhole. The bushes shall be replaced with three standard lilac bushes 3-4 feet' in height (color to be selected by the property owner).
3. While it is intended that the storm sewer will be installed by directional bore, sometimes subsurface conditions, such as large rocks, do not allow for a successful installation. If minor adjustments to the alignment are unsuccessful, the property owner will be contacted immediately to discuss optional installation techniques. The property owner will be required to provide written approval of any changes to the construction means and methods that deviate from the approved plans.
4. A one year maintenance guarantee of the contractor's work will be in place. They will be required to return and fix any issues that arise during that time period.
5. After the one year period, the maintenance of the line will be completed through the SSA, which

- will collect taxes from the property owners within the Cheval De Selle Venetian Way SSA No 1. If any issues arise, the property owners would contact the County and the County would utilize the SSA funds to hire a contractor to complete the work.
6. The County will have a field representative on-site during the construction to ensure construction follows the plan.
 7. A preconstruction meeting will be held with the property owners prior to construction so concerns can be noted and phone numbers exchanged.
 8. Kane County and the Cheval de Selle Venetian Way SSA No. 1 agrees to protect, defend and indemnify the undersigned property owner from any and all liens that may be filed against property owner's property including, but not limited to, mechanics liens and sub-contractor liens arising out of the Project and the work performed on the property.
 9. Kane County and the Cheval de Selle Venetian Way SSA No. 1 agrees to protect, defend and indemnify the undersigned property owner from any and all liability, claims and damages to third parties arising from the work performed on the property.
 10. In consideration of allowing the construction of the storm sewer project described herein, the undersigned property owner will not be assessed for the Project, any work performed or maintenance of the proposed or completed storm sewer project.

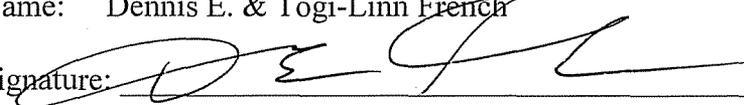
Dated this 14 day of June, 2011.

Approved and agreed to:

Property Owner

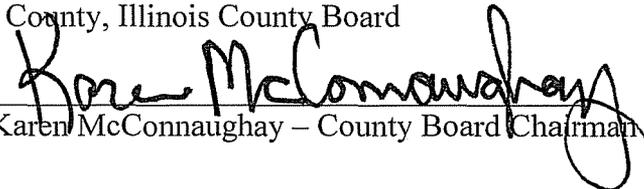
Address: 42W 924 Chateaugay Lane, Elburn IL 60119

Name: Dennis E. & Togi-Linn French

Signature: 

Approved and agreed to:

Kane County, Illinois County Board

BY: 

Karen McConnaughay – County Board Chairman