

COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



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DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: Permanent Easement Agreement

For Anderson Road, Kane County

Section #01-0027-00-BR

Submitted by: Carl Schoedel

Date Submitted: April 10, 2013

Examined by: Patrick Jaeger
(Print name)

(Signature)

04-10-13
(Date)

Post on the Web: YES NO Atty. Initials [Signature]

Comments:

Chairman signed: YES NO

4/12/2013
(Date)

Document returned to: KDOT
(Name/Department)

RECEIVED

APR 11 2013

KANE COUNTY BOARD

PERMANENT NON-EXCLUSIVE
EASEMENT FOR HIGHWAY GRADING
AND STORM WATER DRAINAGE
PURPOSES

This Grant of Easement is made this _____ day of April 2013, between the Elburn Station Property Company LLC located at 17 North First Street, Geneva Illinois 60134 (hereinafter the "GRANTOR") and the County of Kane, a body corporate and politic of the State of Illinois, 719 South Batavia Avenue, Geneva, Illinois 60134 (hereinafter the "GRANTEE").

WHEREAS, the GRANTOR desires to grant to the GRANTEE an exclusive permanent easement for highway grading and storm water drainage purposes for Anderson Road and any extension or improvement thereof and all things appurtenant thereto, over, under, upon, across, on and through the real property described in Exhibit "1" which is attached hereto and incorporated herein (hereinafter the "Easement Premises"); and,

WHEREAS, the GRANTEE desires to utilize the Easement Premises for highway grading and storm water drainage purposes and all things appurtenant thereto and agrees to accept said grant and conveyance of said permanent easement.

WHEREAS, the GRANTOR acknowledges and agrees that the GRANTEE may assign this permanent non-exclusive highway grading and storm water drainage easement to the Village of Elburn, Illinois in conjunction with the transfer of jurisdiction of Anderson Road by the GRANTEE to said Village.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties hereto, the GRANTOR and the GRANTEE mutually covenant, agree and bind themselves as follows, to wit:

1. The GRANTOR and the GRANTEE acknowledge and agree that the preambles as stated hereinabove are made a part of this Agreement.
2. The GRANTOR and the GRANTEE acknowledge and agree that as used herein, the words "GRANTOR" and "GRANTEE" shall include the respective heirs, successors and assigns of the GRANTOR and GRANTEE.
3. The GRANTOR hereby grants and conveys to the GRANTEE this non-exclusive easement for highway grading and storm water drainage purposes over, upon, under,

across, on and through the Easement Premises (hereinafter the "Easement").

4. The GRANTOR covenants and agrees that it shall not interfere with the lawful use of this Easement or the Easement Premises by the GRANTEE pursuant to the terms of this Easement.
5. The GRANTOR covenants and agrees that this Easement shall include the following obligations of the GRANTOR:
 - A. Notwithstanding anything herein to the contrary, the GRANTOR, expressly reserves the right to grant other easements for, construct and maintain on the Easement Premises underground utilities, fences, landscaping and other improvements as long as such improvements do not interfere with any rights granted to the Grantee hereunder and any improvements by the Grantor shall accommodate the present and future needs of the GRANTEE.
 - B. The GRANTOR represents to the GRANTEE that prior to any GRANTOR construction on the Easement Premises, all permits, licenses, authorizations and approvals required by all federal, state and local governmental agencies having jurisdiction over the work shall be obtained by the GRANTOR. The GRANTEE represents to the GRANTOR that prior to any GRANTEE construction on the Easement Premises, all permits, licenses, authorizations and approvals required by all federal, state and local governmental agencies having jurisdiction over the work shall be obtained by the GRANTEE.
 - C. The GRANTEE shall, after completion of any GRANTEE construction on the Easement Premises, restore the Easement Premises in accordance with the approved construction plan including the restoration of sod, plant material or other landscaping improvements damaged in the course of the GRANTEE maintaining or repairing the Easement Premises. The GRANTOR shall, after completion of any GRANTOR construction on the Easement Premises, restore the Easement Premises to a condition equal to or better than that which existed prior to the commencement of the GRANTOR's activity on the easement Premises. The GRANTEE shall maintain the landscaping on the Easement Premises at no cost to the GRANTOR.
8. The GRANTOR hereby agrees to indemnify and save harmless the GRANTEE from and against any loss, damage or expense which the GRANTEE may suffer, incur or sustain or for which the GRANTEE may become legally liable arising or growing out of the GRANTOR's activities and/or negligence and that of its contractors, agents, employees, and invitees in the GRANTOR's approved use or maintenance of the Easement Premises.
9. The GRANTEE hereby agrees to indemnify and save harmless the GRANTOR from and

against any loss, damage or expense which the GRANTOR may suffer, incur or sustain or for which the GRANTOR may become legally liable arising or growing out of the GRANTEE's willful and wanton negligence and the negligence of its contractors, agents and invitees in the GRANTEE's use or maintenance of the Easement Premises.

- 10. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto their successors and assigns.

GRANTOR:

Elburn Station Property Company LLC

by: Shodeen Group, LLC, its manager

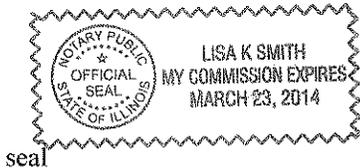
David A. Patzelt

By: David A. Patzelt, President

State of Illinois)
) ss
County of Kane)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that David A. Patzelt as President of Shodeen Group, LLC Manager of the Elburn Station Property Company LLC a Delaware limited liability company, 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 signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of April, A.D., 2013.



Lisa K. Smith

Notary Public

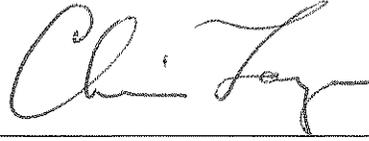
GRANTEE:

COUNTY OF KANE

ATTEST:



John Cunningham, Clerk



Christopher J. Lauzen
Chairman, Kane County Board



State of Illinois)
) ss
County of Kane)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Christopher J. Lauzen, Chairman of the Kane County Board a body corporate and politic of the State of Illinois, 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 signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 12th day of April, A.D., 2013.

seal


Notary Public



Permanent Easement Exhibit 1

Part of the East Half of the Northeast Quarter of Fractional Section 5, Township 39 North, Range 7 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the intersection of the West line of the East half of the Northeast Quarter of said Section 5 and the Northerly right of way line of the Union Pacific Railroad, as monumented and occupied; thence South 84 degrees 05 minutes 09 seconds East, 514.78 feet for a Point of Beginning; thence North 05 degrees 20 minutes 40 seconds East, 730.92 feet; thence North 09 degrees 28 minutes 45 seconds East, 416.08 feet; thence North 04 degrees 25 minutes 29 seconds East, 64.68 feet; thence South 87 degrees 25 minutes 24 seconds East, 20.00 feet; thence Northwesterly 578.36 feet, along a non-tangential curve to the left, said curve having a radius of 910.00 feet, a chord that bears North 15 degrees 37 minutes 51 seconds West and a chord distance of 568.68 feet to a point of tangency; thence North 33 degrees 50 minutes 18 seconds West, tangent to last described curve, 90.41 feet; thence South 79 degrees 11 minutes 16 seconds East, 32.68 feet; thence South 39 degrees 08 minutes 16 seconds East, 87.17 feet; thence Southeasterly 470.75 feet, along a non-tangential curve to the right, said curve having a radius of 941.50 feet, a chord that bears South 18 degrees 20 minutes 11 seconds East and a chord distance of 465.86 feet; thence South 10 degrees 01 minutes 31 seconds West, along a non-tangential line, 118.23 feet; thence North 86 degrees 51 minutes 01 seconds West, 20.00 feet; thence South 04 degrees 31 minutes 30 seconds West, 46.17 feet; thence South 84 degrees 39 minutes 20 seconds East, 20.00 feet; thence South 08 degrees 36 minutes 54 seconds West, 525.86 feet; thence North 84 degrees 39 minutes 20 seconds West, 15.00 feet; thence South 05 degrees 20 minutes 40 seconds West, perpendicular to the last described course, 631.07 feet to the said Northerly right of way line of the Union Pacific Railroad; thence North 84 degrees 05 minutes 09 seconds West, along said Northerly right of way line, 15.00 feet to the Point of Beginning, in Kane County, Illinois.

Said parcel containing 1.071 acres (46,661 square feet), more or less.

and,

Part of the East Half of the Northeast Quarter of Fractional Section 5, Township 39 North, range 7 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the intersection of the West line of the East Half of the Northeast Quarter of said Section 5 and the Northerly right of way line of the Union Pacific Railroad, as monumented and occupied; thence South 84 degrees 05 minutes 09 seconds East, 774.80 feet for a Point of Beginning; thence North 05 degrees 20 minutes 40 seconds East, 583.50 feet; thence North 84 degrees 39 minutes 20 seconds West, perpendicular to the last described course, 20.00 feet; thence North 01 degrees 21 minutes 54 seconds East, 576.39 feet; thence South 84 degrees 39 minutes 20 seconds East, 40.00 feet; thence North 04 degrees 29 minutes 07 seconds East, 53.83 feet; thence North 86 degrees 51 minutes 01 seconds West, 48.50 feet; thence Northerly 377.49 feet, along a non-tangential curve to the left, said curve having a radius of 1,051.50 feet, a chord that bears North 07 degrees 08 minutes 06 seconds West and a chord distance of 375.46 feet;

thence Northwesterly 211.84 feet, along a non-tangential curve to the left, said curve having a radius of 1,056.40 feet, a chord that bears North 19 degrees 54 minutes 45 seconds West and a chord distance of 211.49 feet; thence Northwesterly, 92.06 feet, along a non-tangential curve to the left, said curve having a radius of 1,063.50 feet, a chord that bears North 31 degrees 21 minutes 31 seconds West and a chord distance of 92.03 feet to a point of tangency; thence North 33 degrees 50 minutes 18 seconds West, tangent to last described curve, 58.65 feet; thence North 11 degrees 08 minutes 37 seconds East, 37.49 feet; thence South 33 degrees 50 minutes 18 seconds East, 85.17 feet to a point of curvature; thence Southeasterly 692.76 feet, along a tangential curve to the right, said curve being concentric with last described curve, having a radius of 1,090.00 feet, a chord that bears South 15 degrees 37 minutes 51 seconds East and a chord distance of 681.16 feet; thence South 87 degrees 25 minutes 24 seconds East, radial to last described curve, 20.00 feet; thence South 04 degrees 21 minutes 33 seconds West, 75.30 feet; thence South 01 degrees 12 minutes 35 seconds West, 416.08 feet; thence South 05 degrees 20 minutes 40 seconds West, 733.70 feet to said Northerly right of way line of the Union Pacific Railroad; thence North 84 degrees 05 minutes 09 seconds West, along said right of way line, 20.00 feet to the Point of Beginning, in Kane County, Illinois.

Said parcel containing 1.528 acres (66,546 square feet), more or less.

and,

Part of Southeast Quarter of Section 32, Township 40 North, Range 7 East of the Third Principal Meridian, and part of the East Half of the Northeast Quarter of Fractional Section 5, Township 39 North, Range 7 East of the Third Principal Meridian, more particularly described as follows:

Commencing at Southeast corner of Lot 7 in Williams Ridge Unit No. 1 Subdivision, per Document 99K004236, recorded January 13, 1999; thence South 89 degrees 01 minutes 36 seconds West, along the South line of said Lot 7 and the Westerly extension thereof, said South line being 100.00 feet Southerly of and parallel with the North line of the Southeast Quarter of said Section 32, 289.83 to the existing Easterly right of way line of Anderson Road, per said Williams Ridge Unit No. 1 Subdivision, said Easterly right of way line being parallel to the West line of the East Half of said Section 32; thence South 00 degrees 25 minutes 52 seconds East, along said Easterly right of way line, 952.46 feet; thence South 47 degrees 52 minutes 11 seconds East, 28.02 feet for a Point of Beginning; thence continuing South 47 degrees 52 minutes 11 seconds East, 33.21 feet; thence South 07 degrees 31 minutes 08 seconds East, 1,144.31 feet to a point of curvature; thence Southeasterly 169.54 feet, along a tangential curve to the left, said curve having a radius of 1,058.50 feet, a chord that bears South 12 degrees 06 minutes 27 seconds East and a chord distance of 169.36 feet; thence Southeasterly 213.22 feet, along a non-tangential curve to the left, said curve having a radius of 1,097.41 feet, a chord that bears South 19 degrees 12 minutes 38 seconds East and a chord of 212.88 feet; thence Southeasterly 106.18 feet, along a non-tangential curve to the left, said curve having a radius of 1,070.50 feet, a chord that bears South 30 degrees 59 minutes 49 seconds East and a chord distance of 106.14 feet to a point of tangency; thence South 33 degrees 50 minutes 18 seconds East, tangent to the last described curve, 56.40 feet; thence South 11 degrees 09 minutes 42 seconds West, 27.58 feet; thence North 33 degrees 50 minutes 18 seconds West, 75.90 feet to a point of curvature; thence Northwesterly 500.70 feet, along a tangential curve to the right, said

curve being concentric with last described curve, having a radius of 1,090.00 feet, a chord that bears North 20 degrees 40 minutes 43 seconds West and a chord distance of 496.31 feet to a point of tangency; thence North 07 degrees 31 minutes 08 seconds West, tangent to the last described curve, 4.31 feet; thence North 82 degrees 28 minutes 52 seconds West, perpendicular to the last described course, 10.00 feet; thence North 07 degrees 31 minutes 08 seconds West, perpendicular to the last described course, 1,165.31 feet to the Point of Beginning, in Kane County, Illinois.

Said parcel containing 0.901 acres (39,234 square feet), more or less.

and,

Part of Southeast Quarter of Section 32, Township 40 North, Range 7 East of the Third Principal Meridian, and part of the East Half of the Northeast Quarter of Fractional Section 5, Township 39 North, Range 7 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the Southeast corner of Lot 7 in Williams Ridge Unit No.1 Subdivision, per Document 99K004236, recorded January 13, 1999; thence South 89 degrees 01 minutes 36 seconds West, along the South line of said Lot 7 and the Westerly extension thereof, said South line being 100.00 feet Southerly of and parallel with the North line of the Southeast quarter of said Section 32, 208.43 feet; thence South 00 degrees 24 minutes 12 seconds East, 114.04 feet to a point of curvature; thence Southerly 77.54 feet, along a tangential curve to the left, said curve having a radius of 2,936.50 feet, a chord that bears South 01 degrees 09 minutes 35 seconds East and a chord distance of 77.54 feet; thence Southerly 196.64 feet, along a non-tangential curve to the left, said curve having a radius of 1,465.02 feet, a chord that bears South 00 degrees 19 minutes 37 seconds East and a chord distance of 196.50 feet; thence Southerly 91.75 feet, along a non-tangential curve to the left, said curve having a radius of 2,948.50 feet, a chord that bears South 06 degrees 37 minutes 39 seconds East and a chord distance of 91.74 feet to a point of tangency; thence South 07 degrees 31 minutes 08 seconds East, tangent to the last described curve, 319.67 feet; thence South 52 degrees 31 minutes 09 seconds East, 70.71 feet; thence North 82 degrees 28 minutes 51 seconds East, 95.72 feet; thence South 07 degrees 31 minutes 09 seconds East, perpendicular to the last described course, 100.00 feet; thence South 82 degrees 28 minutes 51 seconds West , perpendicular to the last described course, 95.72 feet; thence South 37 degrees 28 minutes 51 seconds West, 2.12 feet for a Point of Beginning; thence South 07 degrees 31 minutes 08 seconds East, 1,174.48 feet; thence South 82 degrees 28 minutes 52 seconds West, perpendicular to the last described course, 10.00 feet; thence South 07 degrees 31 minutes 08 seconds East, perpendicular to the last described course, 4.31 feet to a point of curvature; thence Southeasterly 418.02 feet, along a tangential curve to the left, said curve having a radius of 910.00 feet, a chord that bears South 20 degrees 40 minutes 43 seconds East and a chord distance of 414.35 feet to a point of tangency; thence South 33 degrees 50 minutes 18 seconds East, tangent to the last described curve, 95.59 feet; thence North 78 degrees 50 minutes 18 seconds West, 54.45 feet; thence North 33 degrees 50 minutes 18 seconds West, 57.09 feet to a point of curvature; thence Northwesterly 435.70 feet, along a tangential curve to the right, said curve being concentric with last described curve, having a radius of 948.50 feet, a chord that bears North 20 degrees 40 minutes 43 seconds West and a chord distance of 431.88 feet to a point of tangency; thence North 07 degrees 31 minutes 08 seconds West, tangent to the

last described curve 794.31 feet; thence North 04 degrees 05 minute 07 seconds West, 200.36 feet; thence North 07 degrees 31 minutes 08 seconds West, 147.99 feet; thence North 37 degrees 28 minutes 51 seconds East, 51.62 feet to the Point of Beginning, in Kane County, Illinois.

Said parcel containing 1.663 acres (72,422 square feet), more or less.

and,

Part of Southeast Quarter of Section 32, Township 40 North, Range 7 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the Southeast corner of Lot 7 in Williams Ridge Unit No.1 Subdivision, per Document 99K004236, recorded January 13, 1999; thence South 89 degrees 01 minutes 36 seconds West, along the South line of said Lot 7, said South line being 100.00 feet Southerly of and parallel with the North line of the Southeast Quarter of said Section 32, 101.92 feet for a Point of Beginning; thence South 00 degrees 24 minutes 12 seconds East, 49.50 feet; thence South 89 degrees 35 minutes 48 seconds West, perpendicular to the last described course, 65.00 feet; thence South 00 degrees 24 minutes 34 seconds East, 447.80 feet; thence South 07 degrees 31 minutes 08 seconds East, 327.52 feet; thence North 52 degrees 31 minutes 09 seconds West, 40.30 feet; thence North 07 degrees 31 minutes 08 seconds West, 319.67 feet to a point of curvature; thence Northerly 91.75 feet, along a tangential curve to the right, said curve having a radius of 2,948.50 feet, a chord that bears North 06 degrees 37 minutes 39 seconds West and a chord distance of 91.74 feet; thence Northerly 196.64 feet, along a non-tangential curve to the right, said curve having a radius of 1,465.02 feet, a chord that bears North 00 degrees 19 minutes 37 seconds West and a chord distance of 196.50 feet; thence Northerly 77.54 feet, along a non-tangential curve to the right, said curve having a radius of 2,936.50 feet, a chord that bears North 01 degrees 09 minutes 35 seconds West and a chord distance of 77.54 feet to a point of tangency; thence North 00 degrees 24 minutes 12 seconds West, tangent to the last described curve, 114.04 feet to the Westerly extension of said South line of Lot 7; thence North 89 degrees 01 minutes 36 seconds East, along said Westerly extension and said South line, 106.51 feet to the Point of Beginning, in Kane County, Illinois.

Said parcel containing 0.742 acres (32,318 square feet), more or less.