

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)

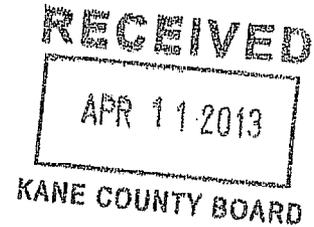
Post on the Web: YES NO Atty. Initials SPJ

Comments:

Chairman signed: YES NO

4/12/2013
(Date)

Document returned to: _____
(Name/Department)



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

This Grant of Easement is made this _____ day of April 2013, between Covington Court Partnership, an Illinois limited partnership 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 a non-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 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 for a period of one year from the date of final acceptance by the GRANTEE of the storm water drainage work being performed on the easement premises. The Grantor shall not be responsible for the cost thereof.
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.

GRANTOR:

Covington Court Partnership, an Illinois limited partnership

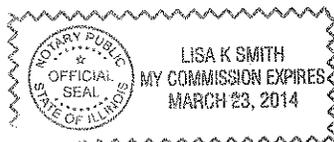
By: Kent W. Shadeen, President
Covington Court Development Corporation, its general partner

State of Illinois)
) ss
 County of Kane)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Kent W. Shadeen as President of Covington Court Development Corporation, the sole general partner of Covington Court partnership, an Illinois limited partnership, 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.

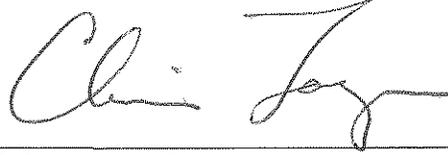
seal



Lisa K. Smith
 Notary Public

GRANTEE:

COUNTY OF KANE



Christopher J. Lauzen
Chairman, Kane County Board

ATTEST:



John Cunningham, Clerk

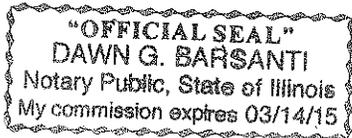


State of Illinois)
) ss
County of Kane)

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

That part of the Southeast 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 the Southeast Quarter of said Section 5; thence North 00 degrees 21 minutes 47 seconds East, along the East line of said Southeast Quarter, 49.29 feet to the existing Northerly right of way line of Keslinger Road, per Document 547097, dated February 13, 1946; thence South 88 degrees 53 minutes 31 seconds West, along said Northerly right of way line, 476.53 feet to a point of curvature; thence continuing along said Northerly right of way line, 948.03 feet along a tangential curve to the right, said curve having a radius of 28,614.74 feet, a chord that bears South 89 degrees 50 minutes 28 seconds West and a chord distance of 947.99 feet; thence North 00 degrees 47 minutes 25 seconds East, along a non-tangential line, 27.17 feet; thence Easterly 452.62 feet along a non-tangential curve to the left, said curve having a radius of 25,465.04 feet, a chord that bears South 89 degrees 35 minutes 36 seconds East and a chord distance of 452.61 feet; thence North 44 degrees 58 minutes 57 seconds East, 35.36 feet for a Point of Beginning; thence North 00 degrees 01 minutes 43 seconds East, 414.70 feet; thence South 89 degrees 58 minutes 17 seconds East, perpendicular to last described course, 10.00 feet; thence North 00 degrees 01 minutes 43 seconds East, perpendicular to last described course, 250.00 feet; thence North 89 degrees 58 minutes 17 seconds West, perpendicular to last described course, 15.00 feet; thence North 00 degrees 01 minutes 43 seconds East, perpendicular to last described course, 214.85 feet to a point of curvature; thence Northerly 35.77 feet along a tangential curve to the right, said curve having a radius of 6,105.00 feet, a chord that bears North 00 degrees 11 minutes 47 seconds East and a chord distance of 35.77 feet; thence North 89 degrees 38 minutes 08 seconds West, radial to the last described curve, 5.00 feet; thence Northerly 203.67 feet, along a curve to right, said curve being concentric with the last described curve, having a radius of 6,110.00 feet, a chord that bears North 01 degrees 19 minutes 09 seconds East and a chord distance of 203.66 feet; thence South 87 degrees 43 minutes 33 seconds East, radial to the last described curve, 5.00 feet; thence Northerly 255.72 feet, along a curve to the right, said curve being concentric with the last described curve, having a radius of 6,105.00 feet, a chord that bears North 03 degrees 28 minutes 27 seconds East and a chord distance of 255.70 feet; thence South 84 degrees 41 minutes 27 seconds East, along a non-tangential line, 17.50 feet; thence South 10 degrees 01 minutes 04 seconds East, 118.64 feet; thence Southerly 376.25 feet, along a curve to the left, said curve being concentric with last described curve, having a radius of 6058.50 feet, a chord that bears South 01 degrees 48 minutes 28 seconds West and a chord distance of 376.19 feet, to a point of tangency; thence South 00 degrees 01 minutes 43 seconds West, tangent to last described curve, 467.85 feet; thence South 03 degrees 27 minutes 44 seconds West, 200.36 feet; thence South 00 degrees 01 minutes 43 seconds West, 182.15 feet; thence South 44 degrees 58 minutes 57 seconds West, 41.75 feet to the Point of Beginning, in Kane County, Illinois.

Said parcel containing 1.221 acres (53,196 square feet), more or less.

and,

That part of the Southeast 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 the Southeast Quarter of said Section 5; thence North 00 degrees 21 minutes 47 seconds East, along the East line of said Southeast Quarter, 49.29 feet to the existing Northerly right of way line of Keslinger Road, per Document 547097, dated February 13, 1946; thence South 88 degrees 53 minutes 31 seconds West, along said Northerly right of way line, 256.71 feet; thence North 01 degrees 03 minutes 27 seconds West, 26.73 feet; thence South 88 degrees 56 minutes 33 seconds West 280.86 feet, to a point of curvature; thence Westerly 29.12 feet, along a tangential curve to the right, said curve having a radius of 25,465.04 feet, a chord that bears South 88 degrees 58 minutes 31 seconds West and a chord distance of 29.12 feet for a point of beginning; thence continuing Westerly 164.64 feet along said curve to the right, said curve having a radius of 25,465.04 feet, a chord that bears South 89 degrees 11 minutes 35 seconds West and a chord distance of 164.64 feet; thence North 45 degrees 13 minutes 43 seconds West, along a non-tangential line, 62.31 feet; thence North 00 degrees 01 minutes 43 seconds East, 72.19 feet; thence North 89 degrees 58 minutes 17 seconds West, perpendicular to last described line, 10.00 feet; thence North 00 degrees 01 minutes 43 seconds East, 786.95 feet to a point of curvature; thence Northerly 89.37 feet, along a tangential curve to the right, said curve having a radius of 5,948.50 feet, a chord that bears North 00 degrees 27 minutes 33 seconds East and a chord length of 89.37 feet; thence Northerly 198.45 feet, along a non-tangential curve to the right, said curve having a radius of 5,931.71 feet, a chord that bears North 05 degrees 18 minutes 39 seconds East and a chord distance of 198.44 feet; thence Northerly 155.25 feet, along a non-tangential curve to the right, said curve having a radius of 5,936.50 feet, a chord that bears North 03 degrees 32 minutes 55 seconds East and a chord distance of 155.24 feet; thence North 49 degrees 48 minutes 13 seconds East, along a non-tangential line, 52.04 feet; thence South 84 degrees 41 minutes 27 seconds East, 9.49 feet; thence Southerly 244.33 feet, along a non-tangential curve to the left, said curve being concentric with the last described curve, having a radius of 5,890.00 feet, a chord that bears South 03 degrees 27 minutes 45 seconds West and a chord distance of 244.31 feet; thence North 87 degrees 43 minutes 33 seconds West, radial to the last described curve, 15.00 feet; thence Southerly 231.43 feet, along a non-tangential curve to the left, said curve being concentric with the last described curve, having a radius of 5,905.00 feet, a chord that bears South 01 degree 09 minutes 05 seconds West and a chord distance of 231.41 feet to a point of tangency; thence South 00 degrees 01 minutes 43 seconds West, tangent to the last described curve, 264.85 feet; thence North 89 degrees 58 minutes 17 seconds West, perpendicular to last described course, 15.00 feet; thence South 00 degrees 01 minutes 43 seconds West, perpendicular to last described course, 587.62 feet; thence South 58 degrees 32 minutes 45 seconds East, 76.80 feet; thence Easterly 124.72 feet, along a non-tangential curve to the left, said curve having a radius of 25,455.04 feet, a chord that bears North 89 degrees 08 minutes 54 seconds East and a chord distance of 124.72 feet; thence South 00 degrees 42 minutes 41 seconds East, along a non-tangential line, 10.00 feet to the Point of Beginning, in Kane County, Illinois.

Said parcel containing 1.173 acres (51,115 square feet), more or less.

and,

That part of the East Half of the Southeast Quarter of Fractional Section 5, Township 39 North,

Range 7 East of the Third Principal Meridian, more particularly described as follows:

Commencing at the Southerly most corner of Lot 3 in Metra Elburn Yard and Station Subdivision, per Document 2004K052644, recorded April 28, 2004; thence North 84 degrees 23 minutes 56 seconds West, along the Southerly line of said Lot 3, 620.07 feet for a Point of Beginning; thence South 05 degrees 20 minutes 40 seconds West, 645.21 feet; thence North 84 degrees 39 minutes 20 seconds West, perpendicular to last described course, 30.00 feet; thence South 05 degrees 20 minutes 40 seconds West, perpendicular to last described course, 449.77 feet; thence North 84 degrees 41 minutes 27 seconds West, 12.22 feet; thence North 35 degrees 19 minutes 43 seconds West, 65.64 feet; thence North 09 degrees 09 minutes 31 seconds East, 601.33 feet; thence North 05 degrees 20 minutes 40 seconds East, 445.41 feet to the Southerly line of said Lot 3; thence South 84 degrees 23 minutes 56 seconds East along said Southerly line, 45.00 feet to the Point of Beginning, in Kane County, Illinois.

Said parcel containing 1.118 acres (48,712 square feet), more or less.