

**RIGHT OF WAY ACQUISITION AGREEMENT
BETWEEN THE COUNTY OF KANE AND
THE FOREST PRESERVE DISTRICT OF KANE COUNTY**

This Agreement, entered into by and between the County of Kane a body corporate and politic of the state of Illinois the ("County") conducting business at 41W011 Burlington Road, St. Charles, Illinois, and the Forest Preserve District of Kane County, an Illinois Downstate Forest Preserve District ("District") of 1996 Kirk Road, Geneva, Illinois 60134. The County and the District are sometimes hereinafter collectively referred to as "Parties and each singularly as a "Party".

WITNESSETH:

WHEREAS, the District warrants that it owns certain real estate generally utilized for forest preserve purposes in the Township of Geneva, County of Kane, State of Illinois and in particular property on the north side of Fabyan Parkway between Kirk Road and Raddant Road at its intersection with the entrance to the Settler's Hills Golf Course, 919 E. Fabyan Parkway, Geneva, Illinois (hereinafter the "Real Estate), which Real Estate is more particularly described in Exhibit "A" which exhibit is attached hereto and incorporated herein; and

WHEREAS, the County desires to acquire as highway right of way in fee simple and in the name of the County of Kane, a part of the Real Estate which proposed fee simple right of way is described in Exhibit "B" attached hereto and incorporated herein, (hereinafter the "Right of Way") for the purpose of improving the intersection of Kane County Highway No. 8 (Fabyan Parkway) and Raddant Road in Geneva, Illinois; the Right of Way is also depicted on the Plat of Highway attached hereto as Exhibit "C": and

WHEREAS, the County also desires to acquire as highway right of way a grant of temporary construction easement ("Temporary Easement") in the name of the County of Kane, the premises of which is a part of the Real Estate which proposed temporary construction easement premises is described in Exhibit "D" attached hereto and incorporated herein, (hereinafter the "Temporary Easement Premises"), also for the purpose of improving Fabyan Parkway in Geneva, Illinois; the Temporary Easement Premises is depicted on the Plat of Highway attached hereto as Exhibit "C": and

WHEREAS, the County desires to buy and the District desires to sell the Right of Way and grant the Temporary Easement to the County of Kane.

NOW, THEREFORE, in consideration of the foregoing preambles, the mutual covenants contained herein and for good and valuable consideration, the sufficiency of which is agreed to by the Parties, both the County and the District covenant, agree and bind themselves as follows, to wit:

1. The Parties hereto acknowledge and agree that the preambles as set forth hereinabove are made a part of and incorporated into this Agreement.
2. The purchase price for the fee simple Right of Way shall be Twelve Thousand Five

Hundred Dollars (\$12,500.00), and the purchase price of the Temporary Easement shall be Six Thousand Six Hundred Dollars (\$6,600.00), collectively (hereinafter the "purchase price", the total sum of which is \$19,100) which shall be tendered by check from the County to the District at closing minus any applicable prorations, (if any).

3. As additional consideration for the conveyance of the Right of Way and the grant of the Temporary Easement upon the Easement Premises the County shall at its own expenses relocate the District's existing monument sign from the Right of Way to the location as depicted on Exhibit "E".
4. Closing and possession for the Right of Way and the Temporary Easement shall be held at 3:00 p.m. on or before the 30th day of June 2026 at the offices of the County or as otherwise may be agreed to by the Parties hereto (hereinafter the "closing"). Both the closing and possession date is legally significant to both the County and the District. The Parties hereto understand that when this Agreement is signed by both the County and the District, the closing and possession may only be changed by mutual agreement of the Parties.
5. At closing the District shall grant and convey to the County of Kane the Right of Way in fee simple by executing duplicate original of the warranty deed as set forth in Exhibit "F" on the terms and conditions and in the same form as contained in said Exhibit "F".
6. At closing the District shall grant to the County of Kane the Temporary Easement upon, over, under and through the Easement Premises by executing duplicate original of the Temporary Construction Easement as set forth in Exhibit "G" on the terms and conditions and in the same form as contained in said Exhibit "G".
7. The County shall prepare a plat of survey for the Right of Way and the Easement Premises and shall also prepare for the signature of the District, which will be executed by the District at closing or as may be required thereafter, the Warranty Deed, the Temporary Easement Agreement, the affidavit of title and any documents as reasonably required by the County, the Illinois Department of Transportation, the Federal Highway Administration and the Internal Revenue Code. The County shall also be responsible for obtaining a commitment for title insurance at the County's cost. The provisions of this paragraph shall survive the closing.
8. The District warrants its good title to the Right of Way and the Easement Premises and shall grant and convey to the County of Kane the Right of Way as described in Exhibit "B" and depicted in Exhibit C subject only to the following described exceptions, covenants conditions and restrictions of record provided they are not violated nor contain a reverter or right of re-entry, zoning laws and ordinances, easement for public utilities, drainage ditches, feeders, laterals, drainpipe tile or other conduit and shall also grant to the County of Kane the Temporary Construction Easement on, over, under and through the Easement Premises described in Exhibit D and as depicted in Exhibit C.
9. In the event that the County cannot obtain title insurance over any Schedule "B" exceptions, any amount sufficient to secure the release of said exceptions shall be deducted

from the proceeds of the sale at closing. In the event that the title commitment shows encroachments or exceptions not acceptable to the County of Kane, the District shall have said exceptions removed prior to closing or alternatively obtain a policy of insurance to insure over said exceptions. If the District is unable to either remove said exceptions or have said exceptions insured over, the County may terminate this contract at no expense to either the County, the State of Illinois or the District. Any contract termination provided under this Agreement by the County shall not be construed as a waiver of the County's rights under the Illinois Eminent Domain Act.

10. If prior to the delivery of the deed hereunder, the Right of Way, the Easement Premises or any part thereof is materially damaged by any casualty, the County shall have the option of terminating this Agreement with no liability therefor accruing to the County.
11. The District agrees to leave the Right of Way and the Easement Premises in a clean and orderly condition. All refuse and personal matter on the Right of Way or Easement Premises shall be removed at the District's expense prior to the date of possession. In the event that any personal property is not removed from the Right of Way or the Easement Premises at the time of closing, the County shall be entitled to demolish and/or dispose of the same at the District's expense without reimbursement to the District for the value thereof.
12. The District represents that no notice has been received of any zoning, building, fire or health code violations, environmental regulation or of any pending special assessment proceedings affecting the Right of Way or the Easement Premises.
13. Any and all notices given pursuant to this Agreement shall be in writing and signed by the District or the attorney for the District and the attorney for the County and shall be given by certified mail or in person at the addresses hereinbelow. Notice to any one of a multiple person party shall be notice to all.
14. The date of this Contract shall be the last date of acceptance of this Agreement as provided herein below.
15. The District hereby represents and warrants to the County of Kane as follows, which representations and warranties shall be deemed remade by the District to the County of Kane at the closing, and which shall survive the closing:
 - (a) To District's knowledge, there is no pending or threatened litigation affecting the Right of Way or the Easement Premises or to the best knowledge and belief of District is any such litigation contemplated by any individual or entity.
 - (b) The District has received no notice of, and has no actual knowledge of, any change that is contemplated with respect to the zoning of the Right of Way and/or the Easement Premises, violation of any existing law, municipal ordinance or other governmental regulation, contemplated or threatened condemnation, or any other matter which would affect the Right of Way and the Easement Premises;
 - (c) The District has the authority to execute and perform the terms of this Agreement; and,

- (d) The District has not received notice of any violations of local, state or federal laws including environmental laws, rules or regulations concerning the Right of Way and/or the Easement Premises.
- 12. From and after the date hereof and so long as this Agreement is in effect, the District shall not, without County's prior written consent, execute any lease, license, contract or other agreement affecting the Right of Way or the Easement Premises that will survive the Closing.
- 13. This Agreement may be amended only in writing upon the signatures of the Parties.
- 14. This Agreement is executed and submitted by the District as of the date set forth below. A duplicate original of this Agreement, duly executed by the District shall be delivered to the County not later than 5 business days from such date.
- 15. The Parties acknowledge and agree that in the event that any section, paragraph, subdivision or sentence of this Agreement shall be for any reason held invalid or to be unconstitutional, such decision or holding shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF, the County of Kane has executed this Agreement as of the ____ day of _____ 2026 at Geneva, Illinois.

COUNTY OF KANE

BY: _____
 Michael Zakosek
 Director, Kane County Division of Transportation, Kane County Engineer

THE FOREST PRESERVE DISTRICT OF KANE COUNTY

IMPRESS
 CORPORATE SEAL
 HERE

By: _____
 Bill Lenert, President

Attest:

By: _____
 Mohammad Iqbal, Secretary

EXHIBIT LIST

EXHIBIT "A"Legal Description of the Real Estate.

EXHIBIT "B"Legal Description of Proposed Fabyan Parkway Right of Way

EXHIBIT "C"Plat of Highway – Fabyan Parkway

EXHIBIT "D"Legal Description of Easement Premises

EXHIBIT "E"Sign Relocation Warranty Deed

EXHIBIT "F" Warranty Deed

EXHIBIT "G" Temporary Easement Agreement

Exhibit "A"

THAT PART OF THE NORTH HALF OF SECTION 14 AND THE SOUTH HALF OF SECTION 11, TOWNSHIP 39, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN CONVEYED BY DEED DOCUMENT 1855150 TO FOREST PRESERVE DISTRICT OF KANE COUNTY ILLINOIS, LYING IN THE TRACT OF LAND ANNEXED TO CITY OF GENEVA AND DESCRIBED IN ORDINANCE AND PLAT RECORDED APRIL 4, 1974 DOCUMENT 1294230 IN CITY OF GENEVA, KANE COUNTY, ILLINOIS, EXCEPT THEREFROM PARTS CONVEYED TO COUNTY OF KANE BY DEEDS RECORDED MAY 3, 1994 DOCUMENT 94K037239 AND RECORDED JANUARY 7, 2010 DOCUMENT 2010K001659

Exhibit "B"

Route: Fabyan Parkway
Section: 21-00373-01-CH
County: Kane
Job No.: N/A
Parcel No.: 0001
Station: 50+03.99 to 51+44.30
Index No.: 12-11-400-023

LEGAL DESCRIPTION

That part of the North half of Section 14, Township 39 North, Range 8, East of the Third Principal Meridian, in Kane County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999378737, described as follows:

Beginning at the intersection of the East line of the former County Farm and the North right of way line of Fabyan Parkway also known as County Highway 8 per Dedication of Right of Way recorded August 12, 1969, in Book 2541, Page 235 as Document Number 1146758; thence Westerly 139.90 feet along said North right of way line, being a curve to the left having a radius of 171,937.00 feet and chord bearing South 88 degrees 58 minutes 26 seconds West, 139.90 feet; thence North 00 degrees 59 minutes 37 seconds West, 25.00 feet to a line 25.00 feet North of and parallel with said North right of way line also being a point of curvature; thence Easterly 140.31 feet along said parallel line being a curve to the right having a radius of 171,962.00 feet and chord bearing North 88 degrees 58 minutes 26 seconds East, 140.31 feet to said East line; thence South 00 degrees 02 minutes 34 seconds East along said East line 25.00 feet to said North right of way line also being the point of beginning.

Said parcel containing 0.080 Acres, more or less.

Exhibit "D"

Route: Fabyan Parkway
Section 21-00373-01-CH
County: Kane
Parcel No.: 0001TE-A
Station: 43+85.87 to 50+03.99
Index No.: 12-11-400-023

LEGAL DESCRIPTION

That part of the North half of Section 14, Township 39 North, Range 8, East of the Third Principal Meridian, in Kane County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999378737, described as follows: Commencing at the intersection of the East line of the former County Farm and the North right of way line of Fabyan Parkway also known as County Highway 8 per Dedication of Right of Way recorded August 12, 1969, in Book 2541, Page 235 as Document Number 1146758; thence Westerly 139.90 feet along said North right of way line, being a curve to the left having a radius of 171,937.00 feet and chord bearing South 88 degrees 58 minutes 26 seconds West, 139.90 feet to the point of beginning; thence continuing Westerly 618.34 feet along said North right of way line being a curve to the left having a radius of 171,937.00 feet and chord bearing South 88 degrees 50 minutes 51 seconds West, 618.34 feet; thence North 01 degrees 15 minutes 20 seconds West, 5.00 feet to a line 5.00 feet north of and parallel with said North right of way line also being a point of curvature; thence Easterly 618.39 feet along said parallel line being a curve to the right having a radius of 171,942.00 feet and chord bearing North 88 degrees 50 minutes 51 seconds East, 618.39 feet; thence South 00 degrees 59 minutes 37 seconds East, 5.00 feet to said North right of way line also being the point of beginning.

Said parcel containing 0.071 acres, more or less.

and

Route: Fabyan Parkway
Section 21-00373-01-CH
County: Kane
Parcel No.: 0001TE-B
Station: 50+40.94 to 51+44.38
Index No.: 12-11-400-023

LEGAL DESCRIPTION

That part of the North half of Section 14, Township 39 North, Range 9, East of the Third Principal Meridian, in Kane County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999378737, described as follows:

Commencing at the intersection of the East line of the former County Farm and the North right of

way line of Fabyan Parkway also known as County Highway 8 per Dedication of Right of Way recorded August 12, 1969, in Book 2541, Page 235 as Document Number 1146758; thence North 00 degrees 02 minutes 34 seconds East, 25.00 feet along said Easterly line to a point 25.00 feet North of said North right of way line and being the point of beginning; thence Westerly 103.36 feet along a curve to the left having a radius of 171,962.00 feet and chord bearing South 88 degrees 58 minutes 48 seconds West, 103.36 feet; thence North 00 degrees 59 minutes 37 seconds West, 98.00 feet to a line parallel with said North right of way line also being a point of curvature; thence Easterly 73.71 feet along a curve to the right having a radius of 172,060.00 feet and chord bearing North 88 degrees 58 minutes 30 seconds East, 73.71 feet; thence South 00 degrees 59 minutes 37 seconds East, 93.00 feet to a line parallel with said North right of way line also being a point of curvature; thence Easterly 29.73 feet along a curve to the right having a radius of 171,967.00 feet and chord bearing North 88 degrees 59 minutes 32 seconds East, 29.73 feet to said East line; thence South 00 degrees 02 minutes 34 seconds East along said East line 5.00 feet to the point of beginning.

Said parcel containing 0.169 acres, more or less.

Exhibit "F"

Name: The Forest Preserve District of Kane County
Project: Fabyan Parkway at Kingsland Dr.
Section No.: 21-00373-01-CH
Parcel No.: 0001

RECORDER'S USE

WARRANTY DEED

THE GRANTOR, the FOREST PRESERVE DISTRICT OF KANE COUNTY of 1996 Kirk Road, Geneva, Illinois 60134, a downstate forest preserve district created and existing under and by virtue of the laws of the state of Illinois and duly authorized to transact business in the state of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and pursuant to the authority given by the board of commissioners of said Forest Preserve District grants, conveys, and warrants to the County of Kane, a body corporate and politic of the state of Illinois of 719 South Batavia Avenue, Geneva, Illinois, as GRANTEE, the following described real estate, to wit:

SEE EXHIBIT "I" ATTACHED HERETO;

hereinafter the "Premises":

Said parcel containing 0.071 acres, more or less,

Permanent Index Number: 12-11-400-023 (part of),

Location: Intersection of Fabyan Parkway at Kingsland Drive, Geneva and Batavia, situated in the County of Kane, State of Illinois.

The GRANTOR, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in the value to any of the remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgement does not waive any claim of trespass or negligence against the Grantee or the Grantee's agents which cause damage to the Grantor's remaining property.

Return to:
Right of Way Coordinator
Kane County Div. of Transportation.
41W011 Burlington Road
St. Charles, IL 60175

Mail Subsequent Tax Bill to:
Right of Way Coordinator
Kane County Div. of Transportation.
41W011 Burlington Road
St. Charles, IL 60175

Prepared By :
J. Patrick Jaeger
Attorney at Law
P.O. Box 485
Geneva, Illinois 60134

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be affixed to these presents by its President and its Secretary this ___ day of _____ 2026.

THE FOREST PRESERVE DISTRICT OF KANE COUNTY

IMPRESS
CORPORATE SEAL
HERE

By: _____
Bill Lenert, President

Attest:

By: _____
Mohammad Iqbal, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that BILL LENERT, personally known to me to be the President of the Forest Preserve District of Kane County, and 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 as such President, he signed and delivered the said instrument and caused the official seal of said corporation to be affixed thereto, pursuant to authority given by the Kane County Forest Preserve Commission, as his free and voluntary act, and as the free and voluntary act and deed of said District, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____ 2026.

Notary Public

Seal

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that MOHAMMAD IQBAL, personally known to me to be the Secretary of the Forest Preserve District of Kane County, and 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 as such Secretary, he signed and delivered the said instrument and caused the official seal of said corporation to be affixed thereto, pursuant to authority given by the Kane County Forest Preserve Commission, as his free and voluntary act, and as the free and voluntary act and deed of said District, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____ 2026.

Notary Public

seal

This transaction is exempt under paragraph (b) of Section 4 of the Real Estate Transfer Tax Act.

Dated: _____, 2026

Grantee or Grantee's Representative

EXHIBIT "T"

Route: Fabyan Parkway
Section: 21-00373-01-CH
County: Kane
Job No.: N/A
Parcel No.: 0001
Station: 50+03.99 to 51+44.30
Index No.: 12-11-400-023

LEGAL DESCRIPTION

That part of the North half of Section 14, Township 39 North, Range 8, East of the Third Principal Meridian, in Kane County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999378737, described as follows:

Beginning at the intersection of the East line of the former County Farm and the North right of way line of Fabyan Parkway also known as County Highway 8 per Dedication of Right of Way recorded August 12, 1969, in Book 2541, Page 235 as Document Number 1146758; thence Westerly 139.90 feet along said North right of way line, being a curve to the left having a radius of 171,937.00 feet and chord bearing South 88 degrees 58 minutes 26 seconds West, 139.90 feet; thence North 00 degrees 59 minutes 37 seconds West, 25.00 feet to a line 25.00 feet North of and parallel with said North right of way line also being a point of curvature; thence Easterly 140.31 feet along said parallel line being a curve to the right having a radius of 171,962.00 feet and chord bearing North 88 degrees 58 minutes 26 seconds East, 140.31 feet to said East line; thence South 00 degrees 02 minutes 34 seconds East along said East line 25.00 feet to said North right of way line also being the point of beginning.

Said parcel containing 0.080 Acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Grant of Temporary Construction Easement is made this _____ day of _____ 2026, between the FOREST PRESERVE DISTRICT OF KANE COUNTY, an Illinois downstate forest preserve district, located at 1996 South Kirk Road, Geneva, Illinois (hereinafter the "GRANTOR") and the COUNTY OF KANE, a body corporate and politic of the State of Illinois of 719 South Batavia Avenue, Geneva, Illinois acting by and through its Division of Transportation (hereinafter the "GRANTEE").

WHEREAS, GRANTEE has requested from GRANTOR a temporary construction easement for the purpose of designing, laying out, and constructing a public highway, namely Fabyan Parkway including any and everything appurtenant thereto (hereinafter referred to as the "Improvement"); and,

WHEREAS, the Improvement is more particularly described in the highway construction plans entitled: F.A.P. 363 (FABYAN PARKWAY) AT KINGSLAND DRIVE, KANE COUNTY SECTION NO.21-00373-01-CH INTERSECTION IMPROVEMENT KANE COUNTY C-91-362-12 (hereinafter the "Plans") which Plans are incorporated herein by reference.

WHEREAS, the GRANTOR has agreed to grant to the GRANTEE a temporary construction easement for the purpose of the construction of the Improvement pursuant to the Plans upon the real property of the GRANTOR, which property is described in Exhibit I attached hereto, which property is hereinafter referred to as the "Easement Premises".

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 GRANTOR and the GRANTEE, it is mutually agreed as follows:

1. The GRANTOR hereby grants and conveys to GRANTEE, its successors and assigns, a temporary construction easement over, on, upon under and through the Easement Premises for the purpose of the construction of the Improvement as set forth and depicted in the Plans.
2. The GRANTOR, for itself and its successors and assigns, covenants and agrees that it shall not interfere with the lawful use of the Easement Premises described in Exhibit A above by the GRANTEE, its successors and assigns, pursuant to the terms of this Temporary Construction Easement Agreement, (hereinafter the "Agreement").
3. The GRANTEE, for itself and its successors and assigns, covenants and agrees that the

Improvement shall include the following obligations of the GRANTEE:

- a) During construction, the GRANTEE shall fence and/or cover any excavation opening with protective cover at all times when construction personnel are not present at the site of the Improvement.
- b) GRANTEE and its contractor(s) will be responsible for safety measures during the constructions of the Improvement to protect the public and the GRANTOR.
- c) GRANTEE shall construct the Improvement in accordance with the approved Plans therefor.
- d) GRANTEE represents to the GRANTOR that prior to construction, all permits, licenses, authorizations and approvals required by all federal, state and local governmental agencies having jurisdiction over the work will be obtained.
- e) GRANTEE shall restore any sod, plant material, trees, bicycle trails, paths, signs or other improvements (if any) of the GRANTOR damaged by the GRANTEE or its agents during the construction of the Improvement.
- f) GRANTEE shall also restore the GRANTOR's property in accordance with the approved Plans.
- g) GRANTEE will be fully responsible for the actions of its employees during the construction of the Improvement.

4. 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 GRANTEE's gross negligence and the negligence of its contractors and agents in design, construction or maintenance of the Improvement.

5. GRANTOR makes no covenant, representation or warranty as to the suitability of its Easement Premises for any purpose whatsoever or as to the physical condition of the Easement Premises. GRANTEE acknowledges that portions of the Easement Premises could have been used for operations and for storage of products and by-products from those operations, some of which may be toxic or hazardous substances. As a result of such uses and activities, physical and other changes may have occurred in the Easement Premises, including without limitation the disposition of solid and hazardous wastes and hazardous substances. GRANTEE acknowledges having inspected the Easement Premises, having observed its physical characteristics and existing conditions, and having had the opportunity to conduct such investigation and study on and of said Easement Premises as it deems necessary, and hereby waives any and all objections to or complaints about physical characteristics and existing conditions, including without limitation subsurface conditions and solid and hazardous wastes and hazardous substances on, under or related to the Easement Premises. GRANTEE further acknowledges and agrees that the easements over the Easement Premises are granted to and accepted by GRANTEE in its present condition "as

is", and GRANTEE hereby assumes the risk that adverse physical characteristics and existing conditions that may not have been revealed by its investigation.

6. The term of this temporary construction easement shall be for a period of five (5) years or upon completion of the construction of the Improvement, whichever occurs first. This terms of Agreement shall run with the land.

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

GRANTOR:
FOREST PRESERVE DISTRICT
OF KANE COUNTY

GRANTEE:
COUNTY OF KANE

By:

By:

Bill Lenert, President
Forest Preserve District of
Kane County

Corinne Pierog
Chairman, Kane County Board

Attest:

Attest:

Mohammad Iqbal, Secretary

Andrew J. Cunningham
County Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that BILL LENERT, personally known to me to be the President of the FOREST PRESERVE DISTRICT OF KANE COUNTY, and 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 as such President, he signed and delivered the said instrument and caused the official seal of said corporation to be affixed thereto, pursuant to authority given by the Kane County Forest Preserve Commission, as his free and voluntary act, and as the free and voluntary act and deed of said District, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____ 2026.

Seal

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that MOHAMMAD

IQBAL, personally known to me to be the Secretary of the forest preserve district of Kane County, and 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 as such Secretary, he signed and delivered the said instrument and caused the official seal of said corporation to be affixed thereto, pursuant to authority given by the Kane County Forest Preserve Commission, as his free and voluntary act, and as the free and voluntary act and deed of said District, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____ 2026

Seal

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that CORINNE PIEROG personally known to me to be the Chairman of the Kane County Board, and 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 as such Chairman, she signed and delivered the said instrument and caused the official seal of the County of to be affixed thereto, pursuant to authority given by the Kane County Board, and as her free and voluntary act, and as the free and voluntary act and deed of said County, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ___—___ day of _____ 2026.

Seal

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that ANDREW J. CUNNINGHAM, personally known to me to be the Clerk of the County of Kane, and 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 as such Clerk, he signed and delivered the said instrument and caused the official seal of said County to be affixed thereto, pursuant to authority given by the Kane County Board , as his free and voluntary act, and as the free and voluntary act and deed of said County, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____ 2026.

Seal

Notary Public

EXHIBIT "I"

Route: Fabyan Parkway
Section 21-00373-01-CH
County: Kane
Parcel No.: 0001TE-A
Station: 43+85.87 to 50+03.99
Index No.: 12-11-400-023

LEGAL DESCRIPTION

That part of the North half of Section 14, Township 39 North, Range 8, East of the Third Principal Meridian, in Kane County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999378737, described as follows: Commencing at the intersection of the East line of the former County Farm and the North right of way line of Fabyan Parkway also known as County Highway 8 per Dedication of Right of Way recorded August 12, 1969, in Book 2541, Page 235 as Document Number 1146758; thence Westerly 139.90 feet along said North right of way line, being a curve to the left having a radius of 171,937.00 feet and chord bearing South 88 degrees 58 minutes 26 seconds West, 139.90 feet to the point of beginning; thence continuing Westerly 618.34 feet along said North right of way line being a curve to the left having a radius of 171,937.00 feet and chord bearing South 88 degrees 50 minutes 51 seconds West, 618.34 feet; thence North 01 degrees 15 minutes 20 seconds West, 5.00 feet to a line 5.00 feet north of and parallel with said North right of way line also being a point of curvature; thence Easterly 618.39 feet along said parallel line being a curve to the right having a radius of 171,942.00 feet and chord bearing North 88 degrees 50 minutes 51 seconds East, 618.39 feet; thence South 00 degrees 59 minutes 37 seconds East, 5.00 feet to said North right of way line also being the point of beginning.

Said parcel containing 0.071 acres, more or less.

and

Route: Fabyan Parkway
Section 21-00373-01-CH
County: Kane
Parcel No.: 0001TE-B
Station: 50+40.94 to 51+44.38
Index No.: 12-11-400-023

LEGAL DESCRIPTION

That part of the North half of Section 14, Township 39 North, Range 9, East of the Third Principal Meridian, in Kane County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999378737, described as follows:

Commencing at the intersection of the East line of the former County Farm and the North right of way line of Fabyan Parkway also known as County Highway 8 per Dedication of Right of Way recorded August 12, 1969, in Book 2541, Page 235 as Document Number 1146758; thence North 00 degrees 02 minutes 34 seconds East, 25.00 feet along said Easterly line to a point 25.00 feet North of said North right of way line and being the point of beginning; thence Westerly 103.36 feet along a curve to the left having a radius of 171,962.00 feet and chord bearing South 88 degrees 58 minutes 48 seconds West, 103.36 feet; thence North 00 degrees 59 minutes 37 seconds West, 98.00 feet to a line parallel with said North right of way line also being a point of curvature; thence Easterly 73.71 feet along a curve to the right having a radius of 172,060.00 feet and chord bearing North 88 degrees 58 minutes 30 seconds East, 73.71 feet; thence South 00 degrees 59 minutes 37 seconds East, 93.00 feet to a line parallel with said North right of way line also being a point of curvature; thence Easterly 29.73 feet along a curve to the right having a radius of 171,967.00 feet and chord bearing North 88 degrees 59 minutes 32 seconds East, 29.73 feet to said East line; thence South 00 degrees 02 minutes 34 seconds East along said East line 5.00 feet to the point of beginning.

Said parcel containing 0.169 acres, more or less.