

PLAT OF EASEMENT

PERMANENT EASEMENT FOR STORM WATER DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 11; THENCE SOUTH 89 DEGREES 08 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, FOR A DISTANCE OF 1053.56 FEET TO A POINT ON THE CENTERLINE OF THE CHICAGO & NORTHWESTERN RAILROAD RIGHT OF WAY (NOW ABANDONED); THENCE SOUTHWESTERLY 124.61 FEET ALONG SAID CENTERLINE ALSO BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 3014.00 FEET (CHORD BEARS SOUTH 23 DEGREES 16 SECONDS 25 SECONDS WEST, 124.60 FEET) TO THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 02 MINUTES 12 SECONDS EAST, 53.67 FEET TO A POINT ON EASTERLY LINE OF SAID RAILROAD RIGHT OF WAY; THENCE SOUTHWESTERLY 21.41 FEET ALONG THE EASTERLY LINE OF SAID RAILROAD ALSO BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 3064.00 FEET (CHORD BEARS SOUTH 25 MINUTES 01 MINUTES 34 SECONDS WEST, 21.41 FEET); THENCE NORTH 44 DEGREES 02 MINUTES 12 SECONDS WEST, 163.85 FEET TO A POINT ON THE EASTERLY BANK OF THE FOX RIVER; THENCE NORTH 07 DEGREES 33 MINUTES 28 SECONDS EAST ALONG SAID EASTERLY LINE, 25.52 FEET; THENCE SOUTH 44 DEGREES 02 MINUTES 12 SECONDS EAST, 118.38 FEET TO THE POINT OF BEGINNING, CONTAINING 3,359 SQUARE FEET, ALL IN KANE COUNTY, ILLINOIS.

PERMANENT EASEMENT FOR STORM WATER PROVISIONS

THE FOREST PRESERVE DISTRICT OF KANE COUNTY (GRANTOR) GRANTS TO THE VILLAGE OF CARPENTERSVILLE (GRANTEE) A RIGHT IN, OVER, ALONG AND UNDER THE PERMANENT EASEMENT FOR THE PURPOSES OF CONSTRUCTION, REPLACING, REMOVING, MAINTAINING AND USING THE EASEMENTS FOR STORM WATER CONVEYANCE SYSTEM, SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- THE VILLAGE SHALL HAVE THE RIGHT TO CONSTRUCT, REPAIR, MAINTAIN AND REPLACE A STORM WATER CONVEYANCE SYSTEM WITHIN THE PERMANENT EASEMENT. THE STORM WATER CONVEYANCE SYSTEM STRUCTURE SHALL BE CONSTRUCTED, REPAIRED, REPLACED, MAINTAINED AND USED IN A WORKMANLIKE MANNER.
- THE VILLAGE SHALL IMMEDIATELY FOLLOWING CONSTRUCTION OR MAINTENANCE OF THE STORM WATER CONVEYANCE SYSTEM, REMOVE OR CAUSE TO BE REMOVED FROM THE EASEMENT AREAS, ALL DEBRIS, SURPLUS MATERIAL AND CONSTRUCTION EQUIPMENT, LEAVING SUCH EASEMENT AREAS IN A NEAT AND PRESENTABLE CONDITION. THE VILLAGE SHALL FURTHER HAVE A CONTINUING OBLIGATION TO RESTORE PROMPTLY TO A LEVEL SURFACE ANY PORTION OF THOSE EASEMENT AREAS THAT MAY SETTLE AND TO RESTORE THE EASEMENT AREAS TO THEIR ORIGINAL CONDITION AS EXISTED IMMEDIATELY PRIOR TO THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN AS IS REASONABLY PRACTICABLE; PROVIDED, HOWEVER, THAT VILLAGE SHALL NOT BE OBLIGATED TO REPLACE OR REPAIR ANY TREES, BUSHES, SHRUBS, OR OTHER PLANT MATERIAL THAT ARE REMOVED BY EITHER OF THEM DURING THE EXERCISE OF THE EASEMENT RIGHTS GRANTED HEREIN. VILLAGE AGREES, HOWEVER, TO USE REASONABLY PRACTICABLE EFFORTS TO MINIMIZE THE REMOVAL OF SUCH PLANT MATERIAL.
- UPON REASONABLE NOTICE TO GRANTOR (EXCEPT IN CASE OF EMERGENCY), THE VILLAGE SHALL HAVE THE RIGHT OF INGRESS TO AND EGRESS FROM THE EASEMENT AREAS FOR THE PURPOSES OF CONSTRUCTION, REPAIR, REPLACEMENT AND MAINTENANCE AND TO OTHERWISE EXERCISE THE EASEMENT RIGHTS GRANTED HEREIN.
- THE VILLAGE SHALL HAVE THE RIGHT FROM TIME TO TIME TO TRIM AND CUT DOWN AND CLEAR AWAY ANY AND ALL TREES AND BRUSH NOW OR HEREAFTER ON THE PERMANENT EASEMENT OR OVERHANGING THE PERMANENT EASEMENT THAT, IN THE OPINION OF THE VILLAGE, MAY INTERFERE WITH THE USE AND OPERATION OF THE STORM WATER CONVEYANCE SYSTEM.
- GRANTOR RESERVES THE RIGHT TO USE THE EASEMENT AREAS AND TO GRANT OTHER AND FURTHER EASEMENTS TO THIRD PARTIES FOR ALL PURPOSES THAT WILL NOT INTERFERE WITH FULL ENJOYMENT OF THE RIGHTS GRANTED BY THIS INSTRUMENT; PROVIDED, HOWEVER, THE GRANTOR SHALL NOT ERECT OR CONSTRUCT ANY BUILDING OR SHELTER, NOR SHALL GRANTOR PLANT ANY TREES, ON THE EASEMENT AREAS WITHOUT THE PRIOR WRITTEN CONSENT OF VILLAGE. GRANTOR SHALL ALSO NOT GRANT ANY ADDITIONAL EASEMENTS OVER THE EASEMENT AREAS WHICH UNREASONABLY INTERFERE WITH FULL ENJOYMENT OF THE RIGHTS GRANTED BY THIS INSTRUMENT.
- THE PERMANENT EASEMENT SHALL BE LIMITED IN ITS SCOPE OF USE TO THE PROVISION OF STORM WATER CONVEYANCE SYSTEM AND APPURTENANCES THERETO AS DESCRIBED IN 'SITE IMPROVEMENT PLANS' FOR HABITAT FOR HUMANITY DEVELOPMENT OUTFALL CONVEYANCE SYSTEM
- THE VILLAGE FOR ITSELF, ITS AGENTS AND INDEPENDENT CONTRACTORS, HEREBY AGREES TO INDEMNIFY AND HOLD GRANTOR AND ITS SUCCESSORS HARMLESS FROM THIRD PARTY CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING DIRECTLY AS A RESULT OF THEIR RESPECTIVE WORK IN THE EASEMENT AREAS DURING CONSTRUCTION OR DURING ANY SUBSEQUENT MAINTENANCE OR REPAIR THEREOF. VILLAGE FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS GRANTOR FROM ANY AND ALL LIENS PLACED AGAINST THE EASEMENT AREAS ARISING FROM SAID CONSTRUCTION, MAINTENANCE OR REPAIR ACTIVITIES CONDUCTED BY OR THROUGH SUCH PARTY.
- THAT NO AMENDMENT, REVISION OR MODIFICATION HEREOF SHALL BE EFFECTIVE UNLESS IT IS IN WRITING AND SIGNED BY ALL PARTIES HERETO.
- THAT THIS AGREEMENT AND EXHIBITS ATTACHED HERETO CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND IS INTENDED AS A COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE PARTIES' AGREEMENT, AND IT SUPERSEDES ALL PRIOR AND CONCURRENT PROMISES, REPRESENTATIONS, PROPOSALS, NEGOTIATIONS, DISCUSSIONS AND AGREEMENTS THAT MAY HAVE BEEN MADE IN CONNECTION WITH THE SUBJECT MATTER HEREOF.
- THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.
- THAT VILLAGE MAY UTILIZE THE SERVICES OF THIRD PARTY CONTRACTORS, EMPLOYEES, HOMEOWNERS ASSOCIATIONS, OR OTHER AGENTS TO PERFORM WORK IN THE EASEMENT AREAS. THE SUBJECT WORK WILL BE CONTRACTED FOR BY PRIVATE DEVELOPERS AND DEDICATED TO VILLAGE, AS THE CASE MIGHT BE, UPON COMPLETION AND ACCEPTANCE.
- THAT GRANTOR HEREBY REPRESENTS AND WARRANTS TO VILLAGE THAT IT IS THE FEE SIMPLE TITLE HOLDER OF THE SUBJECT PARCELS AND THAT IT HAS THE FULL POWER AND AUTHORITY TO ENTER INTO AND MAKE THE AGREEMENTS PROVIDED HEREIN.
- THAT THIS AGREEMENT SHALL BE BINDING ON THE PARTIES HERETO, THEIR SUCCESSORS AND PERMITTED ASSIGNS AND SHALL RUN WITH THE LAND.
- THAT THIS AGREEMENT MAY BE EXECUTED IN MULTIPLE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, BUT ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT.
- THAT THIS AGREEMENT SHALL BE RECORDED BY VILLAGE AT THE VILLAGE'S COST WITH THE KANE COUNTY RECORDER.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE)

THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HAS GRANTED THE EASEMENTS AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED THIS DAY _____ OF _____, _____

BY: _____
SIGNATURE

BY: _____
PRINT NAME

TITLE: _____

ADDRESS: _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KANE)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO CERTIFY THAT _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, _____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK)

WE W-T LAND SURVEYING, DO HEREBY STATE THAT THIS PLAT THEREON DRAWN WAS COMPILED FROM EXISTING SURVEYS AND INSTRUMENTS OF PUBLIC RECORD FOR THE PURPOSE INDICATED HEREON.

GIVEN UNDER OUR HAND AND SEAL THIS _____ DAY OF _____ A.D. _____ AT HOFFMAN ESTATES, ILLINOIS.

THE W-T GROUP

FRANJO I. MATIJC - PLS #035-003556 EXPIRES 11/30/2026
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

CHECK: FIM

DRAWN: MWO

JOB: C2200054

EASE-1
SHEET 1 OF 1
PLAT OF EASEMENT

WILLIAMS RD (ALGONQUIN RD)
& KINGS DRIVE
CARPENTERSVILLE, ILLINOIS

WT GROUP
Engineering with Precision, Pace and Passion.
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WT Group
Engineering • Design • Consulting

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY