



Kane County

1996 S. Kirk Rd. Suite 320
Geneva, IL 60134

Forest Preserve District, Land Acquisition Committee

Agenda

Chairman, Jarett Sanchez, President, Christopher Kious, President Pro Tem Mavis Bates,
Executive Director Benjamin Haberthur
Deborah Allan, Ron Ford, Anita Lewis, Mike Linder, Bill Roth, Cheryl Strathmann, Rick
Williams

Thursday, October 24, 2024

8:30 AM

3rd Floor Board Room

- I. **Call To Order**
Approval of Remote Attendance
- II. **Approval of Minutes from September 26, 2024**
- III. **Public Comment (Each Speaker is limited to three minutes)**
- IV. **Closed Session to Discuss Land Acquisition, License Agreements, Potential Litigation and Personnel**
- V. **New or Unfinished Business**

[TMP-24-3069](#) Resolution Authorizing an Intergovernmental Agreement Between the County of Kane and the Forest Preserve District of Kane County for the Conveyance of Stearns Road Greenway Parcels

[TMP-24-3070](#) Resolution Authorizing a Grant of Easement for Fiber Optic Utility Services to the County of Kane at Prairie Green Forest Preserve

[TMP-24-3071](#) Resolution Authorizing a Third Amendment of an Intergovernmental License Agreement with the Village of South Elgin for the Use of a Portion of the Jon J. Duerr Forest Preserve

- VI. **Communications**
- VII. **Chairman's Comments**
- VIII. **Adjournment**

Adjournment until: Thursday, November 21, 2024 at 1:00 p.m. in person at the Forest Preserve District Administration Offices 1996 S. Kirk Road, Suite 320 Geneva, Illinois and via zoom

**<https://zoom.us/j/6302325980?pwd=aURTSGJoRiVJNDRCcHJXd3dvaVVrUT09>
Meeting ID: 630 232 5980 Password: 24680 The Request to Speak Form on the Districts' website must still be completed for guests to speak at the meeting.**

County Illinois, Board of Commissioners that the Intergovernmental Agreement between the County of Kane and the Forest Preserve District of Kane County for the conveyance of Stearns Road Greenway Parcels attached hereto and made part hereof as Exhibit A, be and hereby is approved, and the President and Secretary of the Forest Preserve District of Kane County are hereby authorized and directed to execute said agreement on behalf of the District, in accordance with its terms.

APPROVED AND PASSED on this 12th day of November 2024.

Christopher Kious
President, Kane Forest Preserve
Kane County, Illinois

Myrna Molina
Secretary, Kane Forest Preserve
Kane County, Illinois



AGENDA MEMORANDUM

DATE: October 24, 2024

TO: Forest Preserve District Land Acquisition Committee

FROM: Jennifer Rooks-Lopez, Director of Planning and Land Protection

SUBJECT: Presentation and Approval of an Intergovernmental Agreement between the County of Kane and the Forest Preserve District of Kane County for the Conveyance of Stearns Road Greenway Parcels

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider the conveyance of property along the Stearns Road corridor from the County of Kane to the Forest Preserve District.

BACKGROUND:

In 2000, the District and the County entered into an Intergovernmental Agreement for the realignment of Stearns Road, Dunham Road and Illinois State 25. This agreement and the following amendments created greenway parcels and pedestrian connectivity over the Fox River and along Stearns Road that would eventually be conveyed to the Forest Preserve District. Prior to conveyance the County was required to make improvements to the parcels including pedestrian trails, parking, gates, benches and general restoration. The County has completed the improvements and desires to convey the parcels to the District. Due to the age of the improvements, the County has set up an allowance of up to \$572,275 for any necessary future enhancements of the Greenway Parcels, upon receipt of invoice from the District.

FINANCIAL IMPACT:

In addition to routine maintenance associated with District standards, other potential financial impacts include a 50/50 cost share between the County and District for major structural repairs to the Stearns Road Pedestrian bridge and the Brewster Creek Stream Embankment Restoration.

RECOMMENDATION:

Staff recommends the committee approve the intergovernmental agreement with the County of Kane for the conveyance of the Stearns Road Greenway Parcels, as presented.

ATTACHMENTS:

County Location Map

Intergovernmental Agreement between the County of Kane and the Forest Preserve District of Kane County for the conveyance of Stearns Road Greenway Parcels

Acquired Parcel Maps/Plats

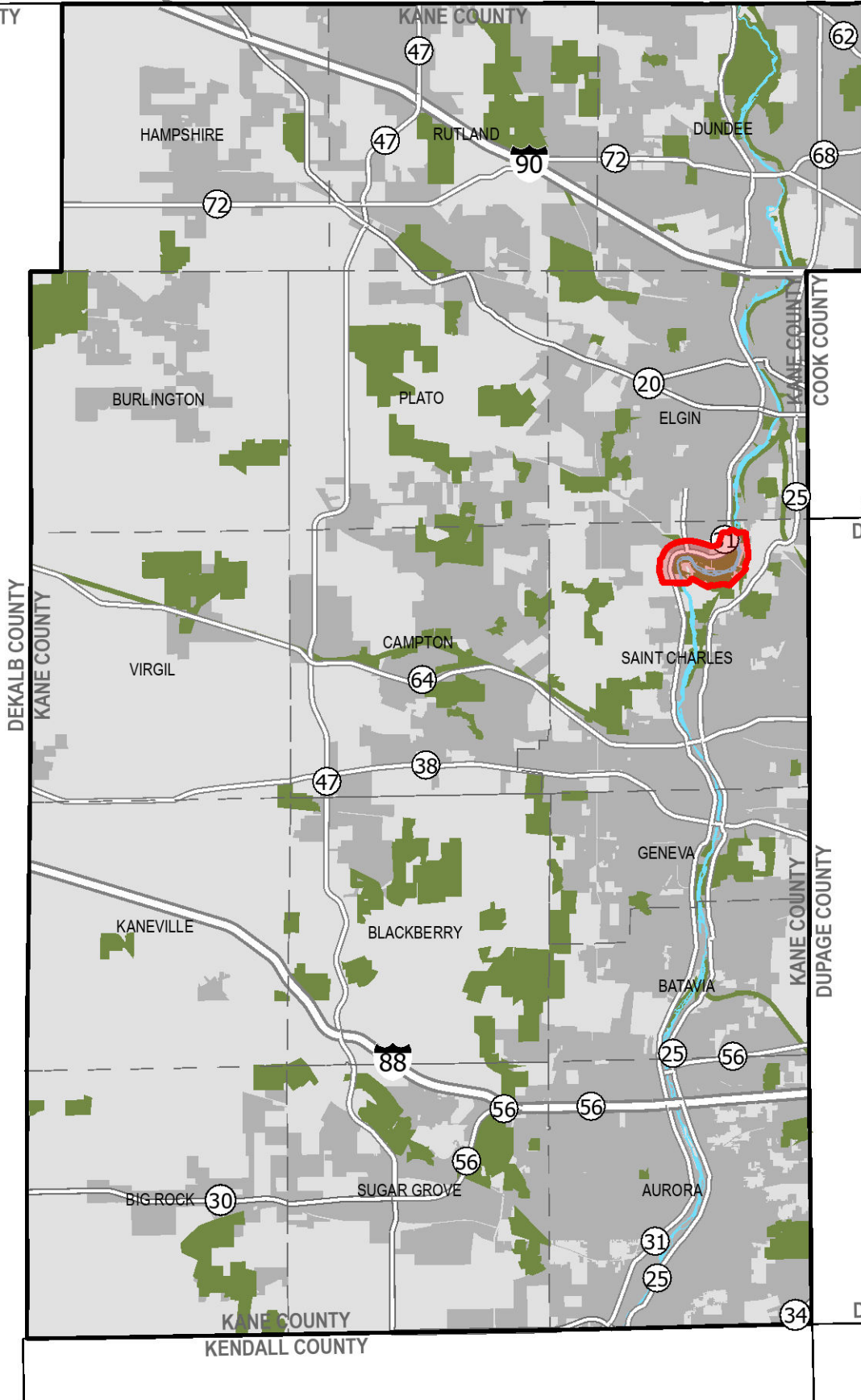
Jon J. Duerr F.P.

County Location Map

South Elgin, IL

MCHENRY COUNTY
DEKALB COUNTY

MCHENRY COUNTY



COOK COUNTY
DUPAGE COUNTY



- Townships
- Fox River
- Forest Preserves
- Municipalities



DUPAGE COUNTY
WILL COUNTY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF KANE
AND THE KANE COUNTY FOREST PRESERVE DISTRICT
CONVEYANCE OF STEARNS ROAD GREENWAY PARCELS**

This Agreement, entered into by and between the County of Kane, a body corporate and politic of the State of Illinois (hereinafter "County"), and the Forest Preserve District of Kane County, a municipal corporation of the State of Illinois (hereinafter the "District"). The County and the District are each sometimes hereinafter individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the County and the District are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as provided in the Illinois Compiled Statutes, 5 ILCS 220/1 *et. seq.*; and are units of local government within the meaning of the Constitution of Illinois, 1970, Article VII, Section 10; and,

WHEREAS, the County owns certain real estate acquired and utilized as an environmental greenway for the rehabilitation, protection, and maintenance of environmentally sensitive features located in Sections 1, 2, 3 & 4 of the Township of St. Charles near South Elgin, County of Kane, State of Illinois which greenway parcels are commonly referred to as the McLean Boulevard Fen, the Direct Impact Mitigation Site, the South Elgin Sedge Meadow, the South Elgin Sand Hill Annex and Adaptive Management Plan (AMP) mitigation site; (hereinafter the "Greenway Parcels") as are generally depicted and indicated as the "Restoration Areas"; in Exhibit "A" which is attached hereto and incorporated herein; and,

WHEREAS, the County acquired the real estate that comprises the Greenway Parcels in conjunction with the acquisition of right of way for the Stearns Road Bridge Corridor project as part of the requirements of the Stearns Road Bridge project's, Environmental Vision Document, its Federal Environmental Impact Statement and its Federal Highway Administration Record of Decision wherein the County was obliged to acquire, protect, restore, rehabilitate and remediate the Greenway Parcels and convey the same to the District at no cost thereto; and

WHEREAS, the County has caused the preservation, restoration, rehabilitation, remediation and protection of the Greenway Parcels; and

WHEREAS, the County desires to convey and the District desires to accept the Greenway Parcels so that the District can utilize and plan for the future use thereof and accessibility thereto for the benefit of the citizens of Kane County; and

WHEREAS, the County and the District consequently entered into an intergovernmental agreement and subsequent amendments thereto, as follows:

- Intergovernmental Agreement Between the County of Kane and the Kane County Forest Preserve District (Stearns Road Extended) on September 12, 2000; and
- Intergovernmental Agreement Between the County of Kane and the Kane County

Forest Preserve District for the Realignment of Stearns Road, Dunham Road and Illinois State 25 on September 12, 2000; and

- Amendment #1 to an Intergovernmental Agreement with the Kane County Forest Preserve District for Realignment of Stearns Road, Dunham Road and Illinois Route 25 on November 9, 2004; and
- Amendment #1 to an Intergovernmental Agreement with the Kane County Forest Preserve District for Right-Of-Way Acquisition Stearns Road Bridge Corridor on November 9, 2004; and
- Amendment #2 to an Intergovernmental Agreement with the Kane County Forest Preserve District for Realignment of Stearns Road, Dunham Road and Illinois Route 25 on July 12, 2005; and
- Third Restatement to an Intergovernmental Agreement Between the County of Kane and the Kane County Forest Preserve District for Realignment of Stearns Road, Dunham Road and Illinois Route 25 on May 8, 2007;
- Second Amendment of the Intergovernmental Agreement Between the County of Kane and the Kane County Forest Preserve District (Stearns Road Extended) on April 8, 2008; and
- Amendment #3 to the Intergovernmental Agreement with the Kane County Forest Preserve District for Stearns Road Extended on December 9, 2008; and

WHEREAS, the District requested and the County designed and constructed for pedestrians and bicyclists use, the Stearns Road Multi-Use Path (MUP) Bridge over the Fox River, separate from and at a lower elevation than the Stearns Road Vehicle Bridge deck over the Fox River in order to more easily connect pedestrians and bicycles to the existing Fox River Trail; and

WHEREAS, on June 2, 2017, the United States Department of the Army Corps of Engineers determined that the wetland mitigation projects associated with the Stearns Road Bridge Corridor Greenway Parcels was successfully completed and that the terms and conditions of the County's permit had been fulfilled and the County was obligated to complete transfer of the mitigation areas to the District within 90 days of the County's receipt of this notification; and

WHEREAS, in response to the condition of the Brewster Creek stream embankment adjacent to the easterly AMP mitigation site, the County designed and constructed the Stearns Road AMP Brewster Creek Stream Embankment Restoration in 2022; and

WHEREAS, the County and the District desire to co-operate amongst themselves in order to facilitate their respective statutory responsibilities and duties.

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 preambles as set forth hereinabove are incorporated into and made a substantive part of this Agreement.

2. The County agrees to convey to the District and the District agrees to accept and acquire in fee simple from the County the Greenway Parcels as they are generally depicted in Exhibit "A" and as more specifically depicted and legally described in Exhibit "B".
3. The District estimated the cost to complete the necessary future enhancements to the Greenway Parcels to be \$572,275.00 as depicted in Exhibit "C". The County will pay the District Five Hundred Seventy Two Thousand Two Hundred Seventy Five Dollars and no cents (\$572,275.00) for the necessary future enhancement of the Greenway Parcels, upon receipt of an invoice from the District.
4. The County shall be solely responsible for necessary periodic safety inspections of the MUP Bridge over the Fox River pursuant to the requirements of the National Bridge Inspection Standards (NBIS) for structure inspection procedures, frequency of inspections, qualifications of personnel, and inspection reports. The County will share inspection results with the District.
5. The District shall be solely responsible for conducting any other periodic, routine safety inspections beyond those required by the NBIS inspections conducted by the County.
6. The District shall be solely responsible for the cost of normal maintenance of the MUP Bridge over the Fox River, including but not limited to bridge deck resurfacing or replacement. However, based upon the results of the NBIS structure safety inspections, should the County determine that major structural bridge repair and/or replacement of the MUP Bridge over the Fox River is necessary, the cost of the major bridge repair and/or replacement associated solely with the MUP Bridge structure will be shared 50/50 between the District and the County. The County will be solely responsible for the cost of major structural bridge repair and/or replacement associated with the Stearns Road Vehicle Bridge structure over the Fox River.
7. The District shall be solely responsible for the routine inspection and cost of normal maintenance of the 2022 Stearns Road Brewster Creek Stream Embankment Restoration located adjacent to the easterly AMP mitigation site. However, with a 2-year advanced notice by the District to the County, the cost of major repair to and/or replacement of the Brewster Creek Stream Embankment Restoration will be shared 50/50 between the District and the County.
8. Closing for the conveyance and possession of the Greenway Parcels from the County to the District shall occur on or before January 1, 2025. Said closing shall be at the offices of the County or the District or as otherwise agreed to by the Parties. The closing and possession date is legally significant to both the County and the District. The Parties understand that when this Agreement is signed by both the County and the District, closing and possession may only be changed by mutual agreement of the Parties.
9. The County, at its sole cost, shall prepare plats of survey and legal descriptions for each the Greenway Parcels as described in Exhibit "A" and shall also prepare the signature of the County, which will be executed by the County at or prior to closing, a warranty deed

in the same form and substance as set forth in Exhibit “D” and any other documents as required by the District and the Internal Revenue Code. The County shall also be responsible for obtaining title commitment(s) for title insurance from the Chicago Title Insurance Company for the Greenway Parcels at the sole cost of the County. The plats of survey and the legal descriptions of the Greenway Parcels prepared by the County have been made available to the District as provided in Exhibit “B”. The District shall execute any documents associated with the conveyance of the Greenway Parcels as may be reasonably required by the County, the Illinois Department of Natural Resources, United States Fish and Wildlife Service and the United States Department of the Army Corps of Engineers.

10. The County shall convey to the District, by a recordable warranty deed(s), conveying good, marketable and merchantable title to the Greenway Parcels as depicted in Exhibit “A” and as more particularly described by the plats of survey and legal descriptions therefor as set forth in Exhibit “B”, 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, if applicable, installments or assessments due after the date of closing.
11. In the event that the County cannot obtain title insurance over any “Schedule B” exceptions that may appear on the title commitment(s) for the Greenway Parcels (except those exceptions provided in paragraph 5 above), any amount sufficient to secure the release of said exceptions shall be paid by the County at closing. In the event that the title commitment for the Greenway Parcels shows encroachments or exceptions not acceptable to the District, the County shall have said exceptions removed prior to closing, or alternatively obtain a policy of insurance to insure over said exceptions. If the County is unable to either remove said exceptions or have said exceptions insured over, the District may terminate this Agreement as it relates to the parcel burdened by the encroachments or exceptions in question at no further expense to either the County or the District.
12. Any rents, deposits or other assessments, if any, on the Greenway parcels shall be prorated.
13. The County agrees to leave the Greenway Parcels in a clean and orderly condition. All refuse and personal matter on the Greenway Parcels shall be removed at the County’s expense prior to the date of possession.
14. The County 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 Greenway Parcels.
15. Any and all notices given pursuant to this Agreement shall be in writing and signed by the attorney for the District and the attorney for the County and shall be given by certified mail or in person at the addresses herein below. Notice to any one of a multiple person Party shall be notice to all:

To the County: Kane County Engineer and Director of the Kane
County Division of Transportation
41W011 Burlington Road
St. Charles, Illinois 60175

Attorney for the County: Christopher Weldon
weldonchristopher@kanecountyil.gov

To Forest Preserve District: Executive Director
1996 South Kirk Road
Geneva, Illinois 60134

Attorney for the District: Gerald Hodge
ghodge@kfkllaw.com

16. The date of this Contract shall be the last date of acceptance of this Agreement as provided herein below.
17. County hereby represents and warrants to the District as follows, which representations and warranties shall be deemed remade by County to the District at the closing, and which shall survive the closing:
 - (a) To County's knowledge, there is no pending or threatened litigation affecting the Greenway Parcels or to the best knowledge and belief of County is any such litigation contemplated by any party;
 - (b) The County has received no notice of, and has no actual knowledge of, any change that is contemplated with respect to the zoning of the Greenway Parcels, the availability of utility services to the Greenway Parcels, violation of any existing law, municipal or county ordinance or other governmental regulation, contemplated or threatened condemnation, or any other matter which would affect the Greenway Parcels;
 - (c) The County has the authority to execute and perform the terms of this Agreement; and,
 - (d) The County has not received notice of any violations of local, state or federal laws including environmental laws, rules or regulations concerning the Greenway Parcels.
18. From and after the date hereof and so long as this Agreement is in effect, the County shall not, without District's prior written consent, execute any lease, license, contract or other agreement affecting the Greenway Parcels that will survive the Closing.
19. This Agreement may be amended only in writing upon the signatures of all the Parties.
20. This Agreement is executed and submitted by the County as of the date set forth below. A

duplicate original of this Contract, duly executed by the District shall be delivered to the County not later than 5 business days from such date.

21. This Agreement shall be effective upon approval by the respective legislative bodies of the County and the District.
22. 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 _____ 2024 at Geneva, Illinois.

COUNTY OF KANE

BY: _____
Corinne Pierog, County Board Chairman

ATTEST:

John A. Cunningham, County Clerk

IN WITNESS WHEREOF, the District has executed this Agreement as of the ____ day of _____ 2024 at Geneva, Illinois

KANE CITY FOREST PRESERVE DISTRICT

BY: _____
Chris Kious, President

ATTEST:

Myrna Molina, Secretary

EXHIBIT LIST

EXHIBIT "A" Greenway Parcels General Depiction.

EXHIBIT "B" Greenway Parcels Legal Descriptions

EXHIBIT "C" Cost Estimate

EXHIBIT "D" Warranty Deed

EXHIBIT "D"

Name: The Forest Preserve District
of Kane County

Project: Stearns Road

Parcel No.

Section No.

RECORDER'S USE

WARRANTY DEED

THE GRANTOR, THE COUNTY OF KANE, a body corporate and politic of the State of Illinois ("Grantor") of 719 South Batavia Avenue, Geneva, Illinois 60134, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, conveys and warrants to the FOREST PRESERVE DISTRICT OF KANE COUNTY, 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 of 1996 S. Kirk Road, Geneva, Illinois, as GRANTEE, the following described real estate, to wit:

LEGAL DESCRIPTION(S) TO COME

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its County Board Chairman this ____ day of ____ 2024.

THE COUNTY OF KANE

By: _____
County Board Chairman

ATTEST:

By: _____
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 Corinne Pierog, personally known to me to be the County Board Chairman of the COUNTY of KANE, 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 severally acknowledged that as such County Board Chairman, she signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Kane County Board, as her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____ 2024.

Notary Public

seal


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

Dated: _____, 2024

Grantor or Representative

Return to:

Director
Forest Preserve District of Kane County
1996 South Kirk Road
Geneva, IL 60134

 Subsequent Tax Bill to:

Director
Kane County District of Kane County
1996 South Kirk Road
Geneva, IL 60134

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

EXHIBIT A



Stearns Road Parcel Exhibit

| | |
|---------------------------------|-------------------------|
| Kane County Parcels | Kane County Bike Trails |
| Limestone Trails as of 2023 | Water |
| Kane To Forest Preserve Parcels | Parcel Layer |
| Forest Preserve | |

0 0.25 0.5 Miles

Path: M:\Planning and Development\Governments\KDOT\Stearns Rd Corridor\Land Dedication\Stearns Road Parcels\StearnsRdParcelMap\StearnsRdParcelMap.aprx

Date Saved: 9/15/2023 12:20 PM

15

ROUTE: Stearns Road
Corridor (Fox
River Bridges)
SECTION: 98-00214-02-BR
COUNTY: Kane
JOB NUMBER: R-91-083-01
PARCEL: 1ST0046RA
STATION: 113+93.85 to
122+98.73
OWNER: Kane County

LEGAL DESCRIPTION

1ST0046RA

That part of the West 1/2 of Section 1, Township 40 North, Range 8, East of the Third Principal Meridian, lying southerly of the Chicago and Northwestern Railway Company and northerly of the Chicago Central and Pacific Railroad (formerly Illinois Central Gulf Railroad Company), more particularly described as follows:

Beginning at the intersection of the north line of the Southwest 1/4 of said Section 1 with the southerly right of way line of said Chicago and Northwestern Railway Company; thence southeasterly on an assumed bearing of South 45 degrees 45 minutes 50 seconds East along said southerly right of way of the Chicago and Northwestern Railway Company, 266.25 feet; thence southeasterly 60.96 feet along a curve to the left, having a radius of 898.00 feet, the chord of said curve bears South 39 degrees 13 minutes 08 seconds West, 60.95 feet; thence South 37 degrees 16 minutes 27 seconds West, 408.27 feet to the northerly right of way of said Chicago Central and Pacific Railroad; thence North 80 degrees 47 minutes 42 seconds West along said northerly right of way, 895.60 feet to the West line of said Section 1; thence North 00 degrees 25 minutes 31 seconds West along said West line to the West Quarter Corner of said Section 1, a distance of 385.46 feet; thence North 00 degrees 25 minutes 31 seconds West along said West line, 1026.73 feet to said southerly right of way of the Chicago and Northwestern Railway Company; thence southeasterly 510.68 feet along a curve to the left, having a radius of 5341.79 feet, the chord of said curve bears South 43 degrees 01 minutes 30 seconds East, 510.49 feet along said southerly right of way of the Chicago and Northwestern Railway Company; thence South 45 degrees 45 minutes 50 seconds East along said southerly right of way, 895.03 feet to the Point of Beginning; all in the Township of St. Charles, Kane County, Illinois.

Said part containing 22.853 acres, more or less.

EXCESS RIGHT OF WAY PLAT

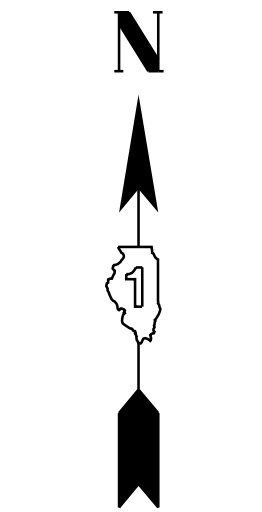
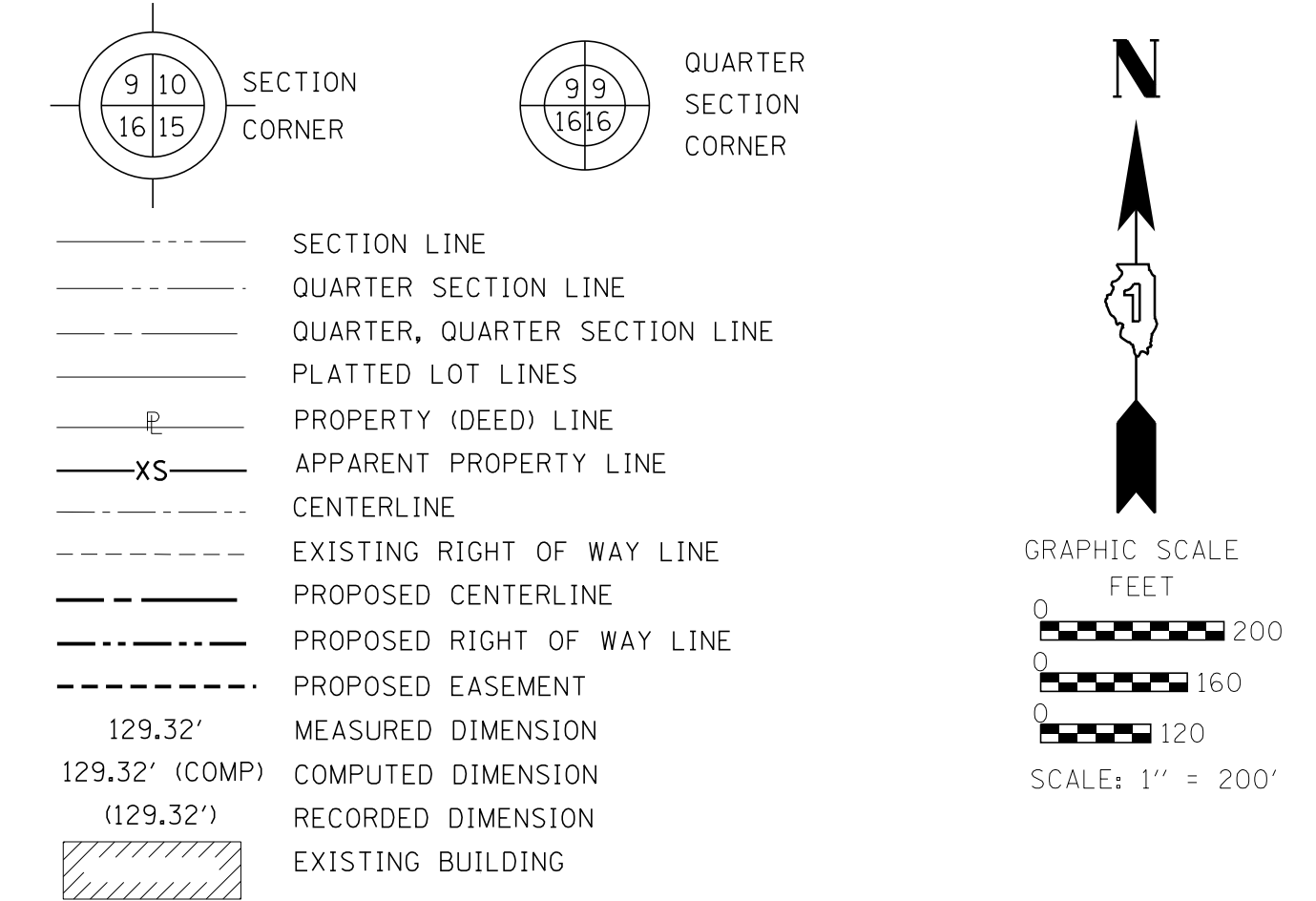
ILLINOIS DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS / DISTRICT 1
 Bureau of Land Acquisition
 201 West Center Court / Schaumburg, Illinois 60196-1096

| PARCEL NUMBER | OWNER | EXCESS AREA ACRES | ACQUIRED BY |
|---------------|-------------|-------------------|-------------|
| 1ST0046RA | KANE COUNTY | 22.853 | |
| 1ST0048RA | KANE COUNTY | 1.733 | |

ROUTE:
SECTION : 98-00214-02-BR
COUNTY : KANE
JOB NO. : R-91-083-01

PART OF THE W 1/2 OF SECTION 1 TWP. 40 N., R. 8 E. OF THE 3RD. P.M., IN KANE COUNTY, ILLINOIS

LEGEND



GRAPHIC SCALE
 FEET
 0 120 240
 0 160
 0 120
 SCALE: 1" = 200'

Bearings are referenced to the Illinois State Plane Coordinate Grid System, NAD83, East Zone, as provided by the Illinois Department of Transportation.

- IRON PIPE OR ROD FOUND ○ REPLACED AFTER CONSTRUCTION
- + CUT CROSS FOUND OR SET ○ IRON PIPE OR ROD SET
- T1 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION. SET 5/8 INCH IRON ROD FLUSH WITH GROUND TO TIE FOUND IRON STAKE IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- BT1 THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION. BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO TIE FOUND IRON STAKE, IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
- M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- ⊙ PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET

STATE OF ILLINOIS)
)SS
 COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, DOUGLAS G. MASSEY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE EXCESS RIGHT OF WAY PLAT SHOWN HEREON IN SECTION 1, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT CHICAGO, ILLINOIS THIS 4TH DAY OF SEPTEMBER, 2015 A.D.

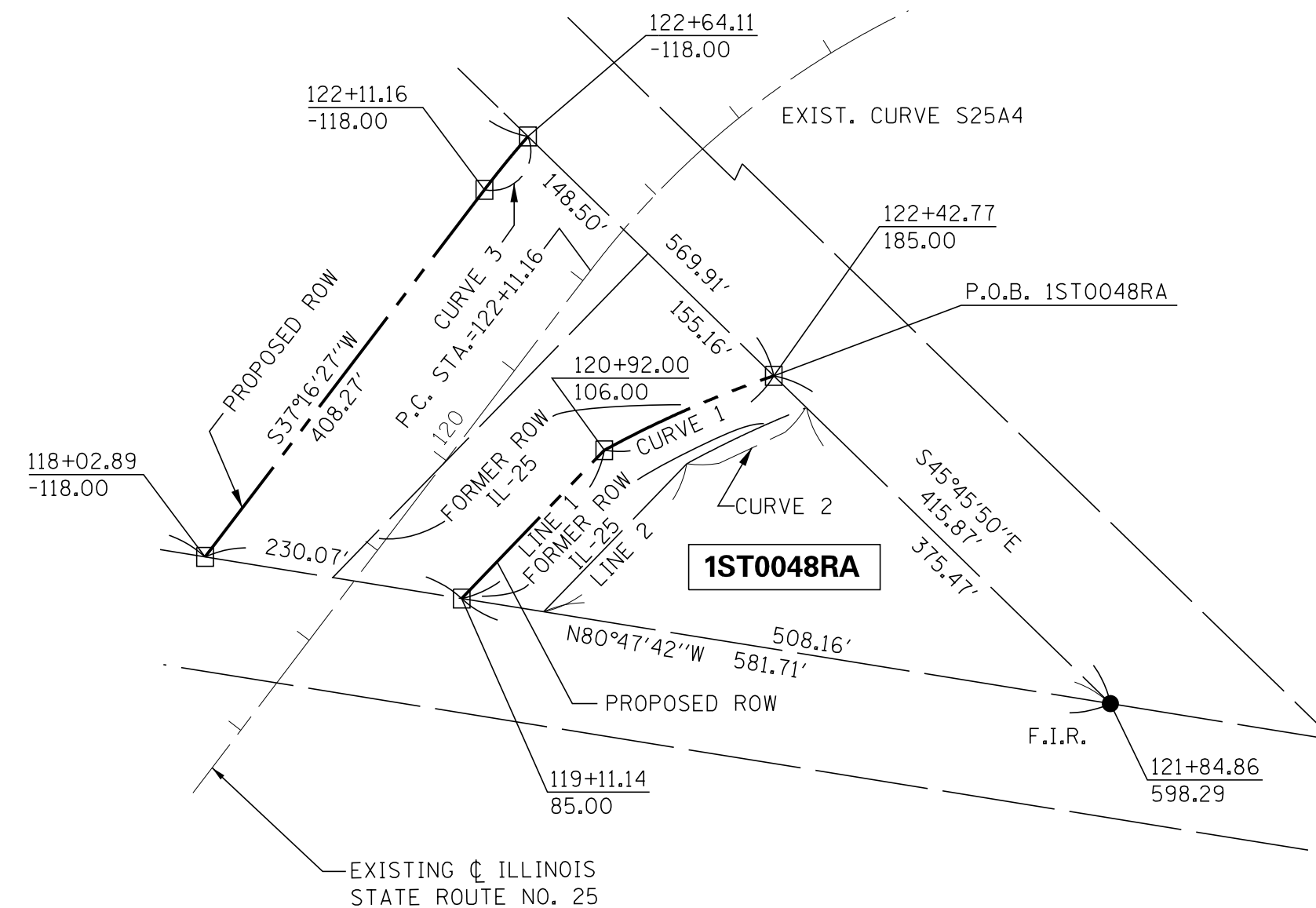
Douglas G. Massey
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3685
 LICENSE EXPIRATION DATE: NOVEMBER 30, 2016

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



benesch

alfred benesch & company
 Engineers • Surveyors • Planners
 205 North Michigan Avenue, Suite 2400
 Chicago, Illinois 60601
 312-565-0450
 Design Firm License # 184.000882

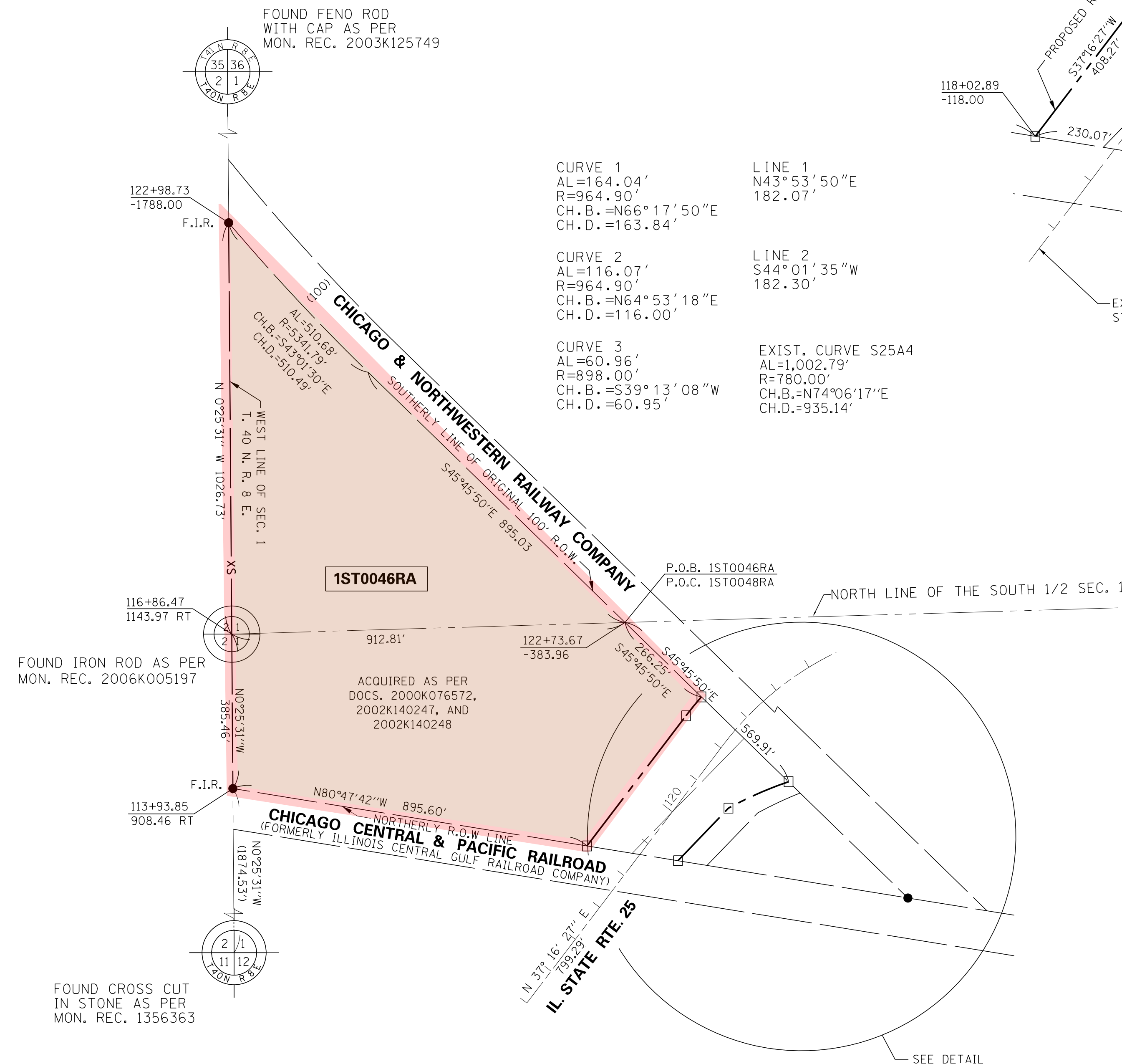


DETAIL

FOUND FENO ROD WITH CAP AS PER MON. REC. 2003K125751

NOTES

- ALL STATIONS HEREON REFERENCED ARE TO THE EXISTING CENTERLINE STATIONING.
- SUBJECT TO EASEMENTS, IF ANY, AS PER THE FOLLOWING DOCUMENT NUMBERS: 1527201, 2000K098035.
- FORMER IL-25 ROW PER DOC. 1228871.



SEE DETAIL

| | | | | | | | |
|-------------|-------------------------------|--------------|-------------------|---|----------------|--------------------------------|-------------------------|
| FILE NAME = | USER NAME = *USER* | DESIGNED - | REVISED - 2-22-16 | ILLINOIS DEPARTMENT OF TRANSPORTATION EXCESS RIGHT OF WAY PLAT | PROJECT NO.: | ROUTE: | JOB NO.: |
| #DATE* | FIELD WORK COMPLETED: 2/20/09 | DRAWN - ZR | REVISED - | | CONTRACT NO.: | SECTION: 98-00214-02-BR | COUNTY: KANE |
| #FILE* | PLOT SCALE = *SCALE* | CHECKED - DM | REVISED - | | SCALE: 1"=200' | STA 113+93.85 TO STA 122+42.77 | SHEET NO. 1 OF 1 SHEETS |
| | PLOT DATE = *DATE* | DATE - | REVISED - | | | | |

ROUTE: Stearns Road
Corridor (Fox
River Bridges)
SECTION: 98-00214-02-BR
COUNTY: Kane
JOB NUMBER: R-91-083-01
PARCEL: 1ST0051RA
STATION:
OWNER: Kane County
INDEX: 09-01-300-010

LEGAL DESCRIPTION

1ST0051RA

That part of the Southwest Quarter of Section 1, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows:

Beginning at the intersection of the southerly line of the right of way of the Illinois Central Railroad Company, with the former westerly line of the right of way of the Chicago and Northwestern Company; thence South 44 degrees 10 minutes East along the westerly right of way line of the Chicago and Northwestern Railway Company 866.58 feet to the northerly line of lands conveyed to Anna M. Knutzen by deed dated March 1, 1920 and recorded April 23, 1921 in Book 676, Page 423; thence North 82 degrees 30 minutes West along said Knutzen's northerly line, 1469 feet; thence North 20 degrees 30 minutes West along said Knutzen's northerly line 160.4 feet; thence North 78 degrees 30 minutes West along said Knutzen's northerly line 231 feet; thence North 26 degrees 30 minutes East 75.90 feet ; thence North 44 degrees East 438.24 feet to the said southerly right of way line of the Illinois Central Railroad Company; thence South 79 degrees 15 minutes East along said southerly right of way line 815.10 feet to the point of beginning (excepting therefrom that part lying easterly of a line drawn parallel with and 50 feet westerly from, measured at right angles thereto, the right of way of the Chicago and Northwestern Railway Company).

Excepting therefrom that part of the Southwest Quarter of Section 1, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the southerly line of the right of way of the Illinois Central Railroad Company, with the former westerly line of the right of way of the Chicago and Northwestern Company; thence on an assumed bearing North 80 degrees 47 minutes 42 seconds West along said southerly right of way of the Illinois Central Railroad, 779.08 feet to the Point of Beginning; thence South 37 degrees 16 minutes 27 seconds West, 385.41 feet; thence South 52 degrees 43 minutes 33 seconds East, 26.00 feet; thence southeasterly 100.77 feet along a nontangent curve to the left, having a radius of 1212.00 feet, the chord of said curve bears South 34 degrees 53 minutes 32 seconds West, 100.74 feet to said Knutzen's northerly line; thence North 79 degrees 56 minutes 31 seconds West along said Knutzen's northerly line, 86.96 feet; thence North 25 degrees

03 minutes 29 seconds East, 75.90 feet; thence North 41 degrees 27 minutes 16 seconds East, 436.06 feet to said southerly right of way of the Illinois Central Railroad Company; thence South 80 degrees 47 minutes 42 seconds East, 35.61 feet along said southerly right of way of the Illinois Central Railroad to the Point of Beginning.

All of said part lies within the Township of St. Charles, Kane County, Illinois.

Said part contains 14.693 acres, more or less.

EXCESS RIGHT OF WAY PLAT

ILLINOIS DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS / DISTRICT 1
 Bureau of Land Acquisition
 201 West Center Court / Schaumburg, Illinois 60196-1096

| PARCEL NUMBER | OWNER | EXCESS AREA ACRES | ACQUIRED BY |
|---------------|---------------------------------------|-------------------|-------------|
| 1ST0051RA | ILLINOIS DEPARTMENT OF TRANSPORTATION | 14.693 | |

ROUTE:
SECTION : 98-00214-02-BR
COUNTY : KANE
JOB NO. : R-91-083-01

PART OF THE SW 1/4 OF SECTION 1 TWP. 40 N., R. 8 E. OF THE 3RD. P.M., IN KANE COUNTY, ILLINOIS

LEGEND

SECTION LINE
 QUARTER SECTION LINE
 QUARTER, QUARTER SECTION LINE
 PLATTED LOT LINES
 PROPERTY (DEED) LINE
 APPARENT PROPERTY LINE
 CENTERLINE
 EXISTING RIGHT OF WAY LINE
 PROPOSED CENTERLINE
 PROPOSED RIGHT OF WAY LINE
 PROPOSED EASEMENT
 MEASURED DIMENSION
 COMPUTED DIMENSION
 RECORDED DIMENSION
 EXISTING BUILDING

GRAPHIC SCALE
 FEET
 0 40 60
 SCALE: 1" = 100'

Bearings are referenced to the Illinois State Plane Coordinate Grid System, NAD83, East Zone, as provided by the Illinois Department of Transportation.

- IRON PIPE OR ROD FOUND ○ REPLACED AFTER CONSTRUCTION
- + CUT CROSS FOUND OR SET ○ IRON PIPE OR ROD SET
- T1 T2 T3 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION. SET 5/8 INCH IRON ROD FLUSH WITH GROUND TO TIE FOUND IRON STAKE IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- BT1 BT2 BT3 THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION. BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO TIE FOUND IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
- M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- ⊙ PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET

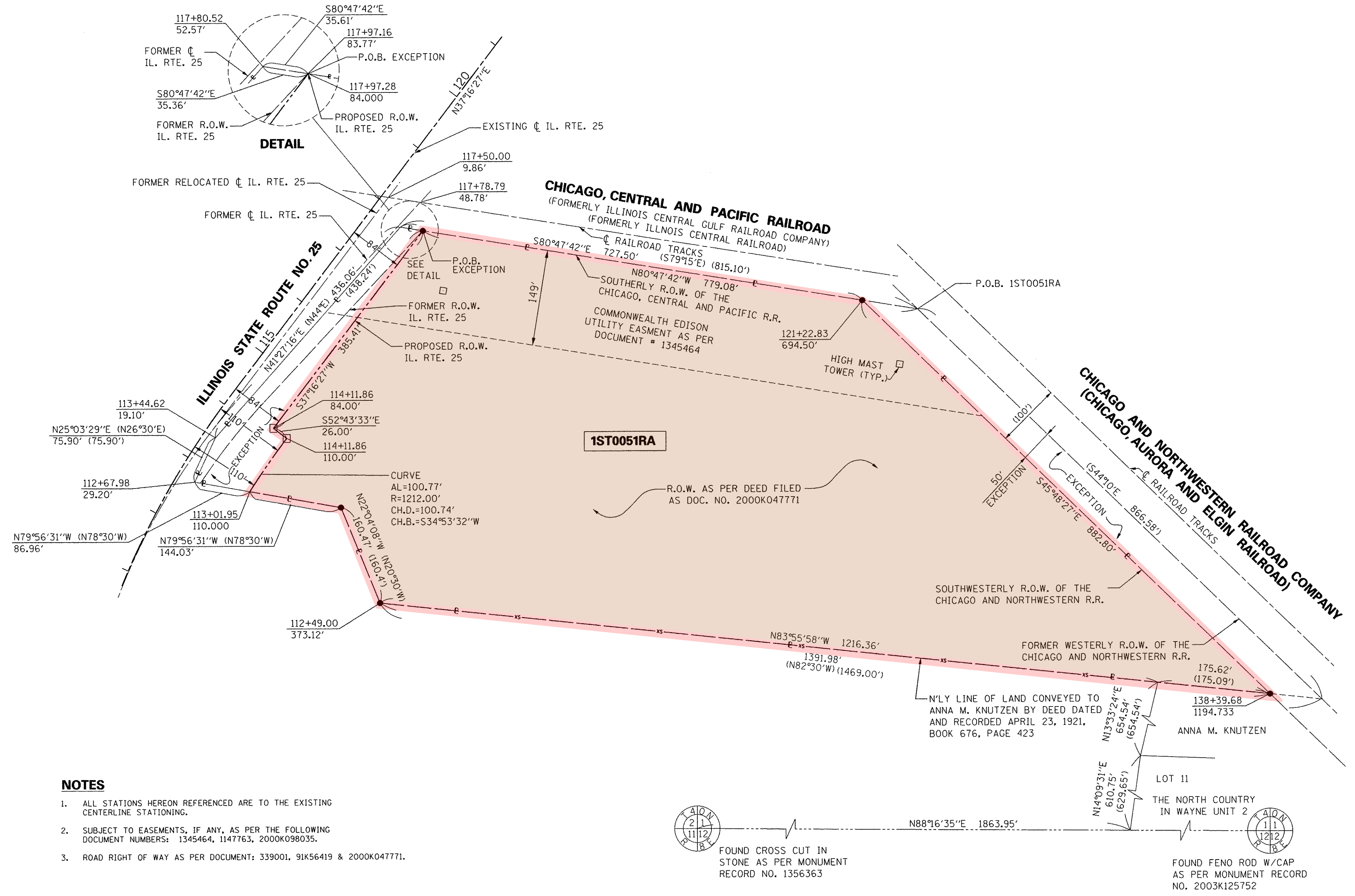
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, DOUGLAS G. MASSEY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE EXCESS RIGHT OF WAY PLAT SHOWN HEREON IN SECTION 1, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT CHICAGO, ILLINOIS THIS 2ND DAY OF SEPTEMBER, 2015 A.D.

Douglas G. Massey
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3685
 LICENSE EXPIRATION DATE: NOVEMBER 30, 2016

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



- NOTES**
- ALL STATIONS HEREON REFERENCED ARE TO THE EXISTING CENTERLINE STATIONING.
 - SUBJECT TO EASEMENTS, IF ANY, AS PER THE FOLLOWING DOCUMENT NUMBERS: 1345464, 1147763, 2000K098035.
 - ROAD RIGHT OF WAY AS PER DOCUMENT: 339001, 91K56419 & 2000K047771.

FOUND CROSS CUT IN STONE AS PER MONUMENT RECORD NO. 1356363

FOUND FENO ROD W/CAP AS PER MONUMENT RECORD NO. 2003K125752

| | | | | | | | |
|-------------|-------------------------------|--------------|-----------|---|----------------|-----------------------------|-------------------------|
| FILE NAME = | USER NAME = \$USER\$ | DESIGNED - | REVISED - | ILLINOIS DEPARTMENT OF TRANSPORTATION EXCESS RIGHT OF WAY PLAT | PROJECT NO.: | ROUTE: | JOB NO.: |
| #DATE# | FIELD WORK COMPLETED: 2/20/09 | DRAWN - ZR | REVISED - | | CONTRACT NO.: | SECTION: 98-00214-02-BR | COUNTY: KANE |
| #FILE# | PLOT SCALE = \$SCALE# | CHECKED - DM | REVISED - | | SCALE: 1"=100' | STA 112+49.00 TO STA 117+50 | SHEET NO. 1 OF 1 SHEETS |
| | PLOT DATE = \$DATE# | DATE - | REVISED - | | | | |

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 alfred benesch & company
 Engineers • Surveyors • Planners
 205 North Michigan Avenue, Suite 2400
 Chicago, Illinois 60601
 312-565-0450
 Design Firm License # 184.000882

ROUTE: Stearns Road
Corridor (Fox
River Bridges)
SECTION: 98-00214-02-BR
COUNTY: Kane
JOB NUMBER: R-91-083-01
PARCEL: 1ST 0052RA
STATION:
OWNER: Kane County
INDEX: 09-01-300-059

LEGAL DESCRIPTION

1ST0052RA

That part of the lands described in Warranty Deed recorded July 29, 2008 as documents number 2008K061377 in the Southwest Quarter of Section 1, Township 40 North, Range 8, East of the Third Principal Meridian, described as follows:

Commencing at the southwest corner of said Section 1; thence easterly along the South line of the Southwest Quarter of said Section 1 on an assumed bearing of North 88 degrees 16 minutes 35 seconds East, 895.99 feet; thence North 32 degrees 39 minutes 13 seconds West, 505.34 feet; thence North 29 degrees 21 minutes 27 seconds East, 263.12 feet; thence North 17 degrees 55 minutes 42 seconds East, 161.47 feet; thence North 72 degrees 00 minutes 07 seconds West, 126.82 feet; thence North 8 degrees 42 minutes 38 seconds East, 90.20 feet; thence North 81 degrees 17 minutes 22 seconds West, 160.32 feet to the southerly most corner of the lands described in said Warranty Deed; thence North 7 degrees 09 minutes 03 seconds East along an easterly line of the lands described in said Warranty Deed, 102.38 feet to a southerly line of the lands described in said Warranty Deed; thence South 82 degrees 50 minutes 57 seconds East along said southerly line, 25.00 feet to the Point of Beginning; thence continuing South 82 degrees 50 minutes 57 seconds East along said southerly line 338.97 feet to the easterly most line of the lands described in said Warranty Deed; thence North 7 degrees 09 minutes 03 seconds East along said easterly line, 371.74 feet to an angle point in said easterly line; thence North 22 degrees 04 minutes 08 seconds West along said easterly line, 160.47 feet to the north line of the lands described in said Warranty Deed; thence North 79 degrees 56 minutes 31 seconds West along said north line, 144.04 feet; thence southeasterly 536.44 feet along a non-tangential curve to the left, having a radius of 1212.00 feet, the chord of said curve bears South 19 degrees 49 minutes 50 seconds West, 532.07 feet to the Point of Beginning.

Said part contains 3.434 acres, more or less.

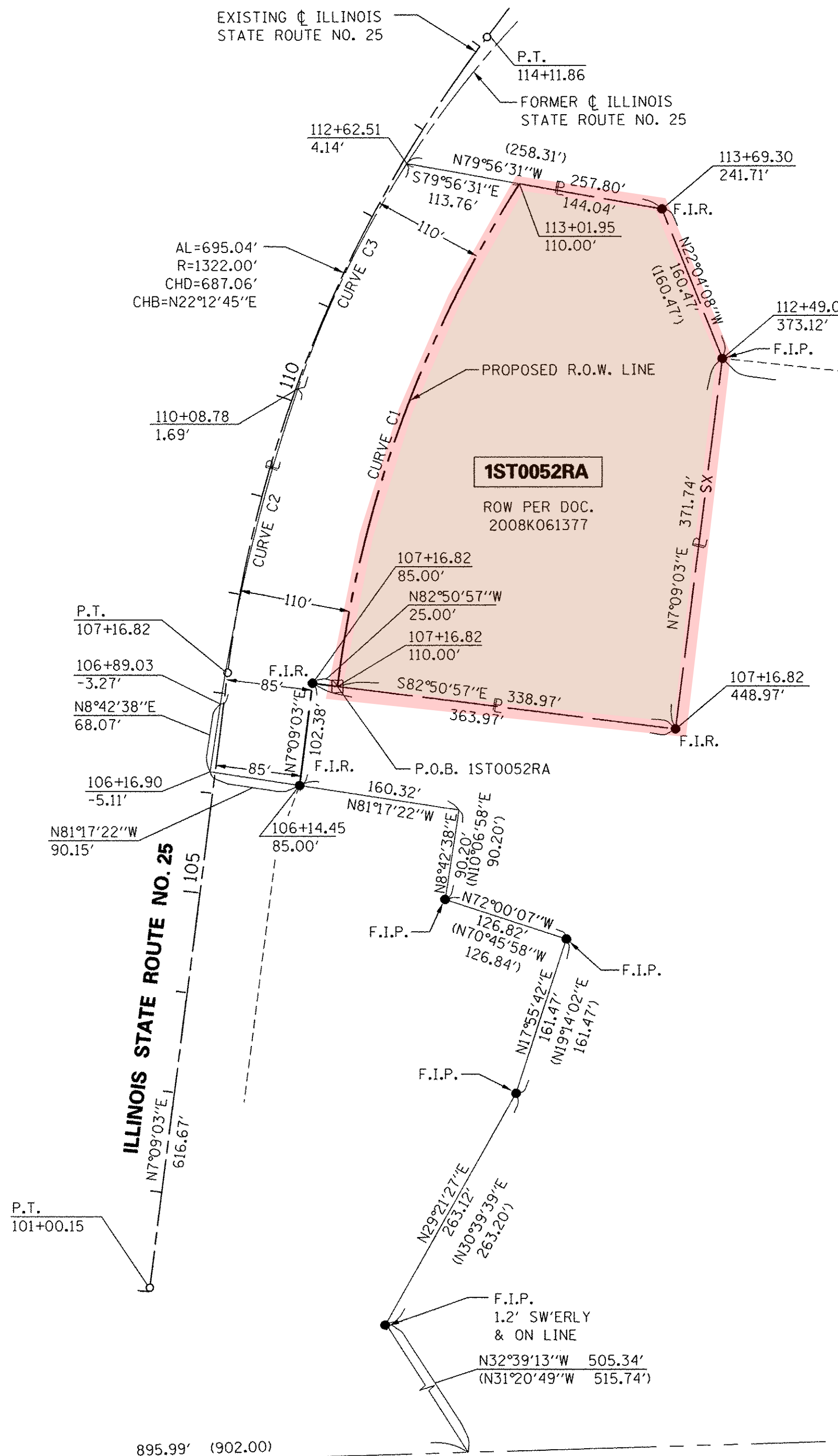
EXCESS RIGHT OF WAY PLAT

ILLINOIS DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS / DISTRICT 1
 Bureau of Land Acquisition
 201 West Center Court / Schaumburg, Illinois 60196-1096

| PARCEL NUMBER | OWNER | EXCESS AREA ACRES | ACQUIRED BY |
|---------------|-------------|-------------------|-------------|
| 1ST0052RA | KANE COUNTY | 3.434 | |

ROUTE:
SECTION : 98-00214-02-BR
COUNTY : KANE
JOB NO. : R-91-083-01

PART OF THE SW 1/4 OF SECTION 1 TWP. 40 N., R. 8 E. OF THE 3RD. P.M., IN KANE COUNTY, ILLINOIS



LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- SECTION LINE
- QUARTER SECTION LINE
- QUARTER, QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY (DEED) LINE
- APPARENT PROPERTY LINE
- CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY LINE
- PROPOSED EASEMENT
- MEASURED DIMENSION
- COMPUTED DIMENSION
- RECORDED DIMENSION
- EXISTING BUILDING

GRAPHIC SCALE
 FEET
 0 100
 0 40
 0 60
 SCALE: 1" = 100'

- Bearings are referenced to the Illinois State Plane Coordinate Grid System, NAD83, East Zone, as provided by the Illinois Department of Transportation.
- IRON PIPE OR ROD FOUND ○ REPLACED AFTER CONSTRUCTION
 - + CUT CROSS FOUND OR SET ○ IRON PIPE OR ROD SET
 - T1 T2 T3 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION. SET 5/8 INCH IRON ROD FLUSH WITH GROUND TO TIE FOUND IRON STAKE IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
 - BT1 BT2 BT3 THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION. BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO TIE FOUND IRON STAKE. IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
 - STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
 - M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
 - PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
 - RIGHT OF WAY STAKING PROPOSED TO BE SET

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, DOUGLAS G. MASSEY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE EXCESS RIGHT OF WAY PLAT SHOWN HEREON IN SECTION 1, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

CURVE TABLE

| CURVE | RADIUS | ARC LENGTH | CHORD BEARING | CHORD DISTANCE |
|-------|----------|------------|---------------|----------------|
| C1 | 1212.00' | 536.44' | S19°49'50"W | 532.07' |
| C2 | 1848.48' | 323.64' | N13°43'35"E | 323.23' |
| C3 | 1015.27' | 249.29' | N25°46'35"E | 248.67' |

NOTES

- ALL STATIONS HEREON REFERENCED ARE TO THE EXISTING CENTERLINE STATIONING.

DATED AT CHICAGO, ILLINOIS THIS 2ND DAY OF SEPTEMBER, 2015 A.D.

Douglas G. Massey
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3685
 LICENSE EXPIRATION DATE: NOVEMBER 30, 2016

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



benesch
 Engineers • Surveyors • Planners
 205 North Michigan Avenue, Suite 2400
 Chicago, Illinois 60601
 312-565-0450
 Design Firm License # 184.000882

| | | | | | | | |
|-------------|-------------------------------|--------------|-----------|---|----------------|--------------------------------|-------------------------|
| FILE NAME = | USER NAME = #USER# | DESIGNED - | REVISED - | ILLINOIS DEPARTMENT OF TRANSPORTATION EXCESS RIGHT OF WAY PLAT | PROJECT NO.: | ROUTE: | JOB NO.: |
| \$DATE# | FIELD WORK COMPLETED: 2/20/09 | DRAWN - ZR | REVISED - | | CONTRACT NO.: | SECTION: 98-00214-02-BR | COUNTY: KANE |
| \$FILE# | PLOT SCALE = #SCALE# | CHECKED - DM | REVISED - | | SCALE: 1"=100' | STA 106+14.45 TO STA 116+69.30 | SHEET NO. 1 OF 1 SHEETS |
| | PLOT DATE = #DATE# | DATE - | REVISED - | | | | |

OWNER: Kane County
ROUTE: Stearns Rd.
SECTION: Fox River Bridge
COUNTY: Kane
JOB NUMBER: R-55-001-97
PARCEL: 1ST0061RA
STATION: 99+86.82 (IL. Rte. 25)
574+25.50 (Stearns)
TO STATION: 110+14.00 (IL. Rte. 25)
609+26.95 (Stearns)
INDEX: 09-01-300-052
09-01-300-040
09-02-451-035
09-02-477-007
09-02-426-003
09-02-426-008
09-02-476-001
09-02-451-031

1ST0061RA

That Part of Sections 1 and 2, Township 40 North, Range 8, East of the Third Principal Meridian, east of the Fox River, more particularly described as follows:

Commencing at the southeast corner of said Section 2; thence northerly on an assumed bearing of North 00 degrees 25 minutes 31 seconds West along the East line of said Section 2, a distance of 512.34 feet to the Point of Beginning; thence continuing North 00 degrees 25 minutes 31 seconds West, 477.26 feet along said East line; thence South 88 degrees 14 minutes 27 seconds West, 286.00 feet; thence North 27 degrees 27 minutes 19 seconds West, 305.81 feet; thence North 70 degrees 52 minutes 41 seconds West, 226.20 feet; thence North 77 degrees 59 minutes 58 seconds West, 332.67 feet; thence South 82 degrees 42 minutes 01 seconds West, 251.82 feet to the west line of Hickory Lane Subdivision extended northerly; thence North 07 degrees 17 minutes 53 seconds West along said west line extending northerly, 136.78 feet; thence South 82 degrees 17 minutes 32 seconds West; 209.33 feet; thence North 78 degrees 49 minutes 52 seconds West, 484.02 feet; thence North 21 degrees 17 minutes 21 seconds East, 139.54 feet; thence North 89 degrees 15 minutes 44 seconds West, 495.45 feet to the easterly line of a tract of land conveyed to the St. Charles Park District by deed recorded as document number 1678063; thence North 43 degrees 04 minutes 43 seconds West along said easterly line, 302.20 feet; thence North 21 degrees 54 minutes 15 seconds West along said easterly line, 169.19 feet; thence North 06 degrees 28 minutes 25 seconds West along said easterly line and its northerly extension, 87.06 feet; thence South 86 degrees 54 minutes 53 seconds East along a line hereafter known as Line "B", 810.03 feet; thence South 86 degrees 02 minutes 00 seconds East, 130.12 feet; thence southeasterly 764.70 feet along a curve to the right, having a radius of 2105.00 feet, the chord of said curve bears South 76 degrees 34 minutes 44 seconds East; 760.50 feet; thence South 66 degrees 10 minutes 19 seconds East, 1468.80 feet; thence South 34 degrees 48 minutes 00 seconds East, 50.85

feet; thence southwesterly 192.46 feet along a nontangential curve to the left, having a radius of 1420.00 feet, the chord of said curve bears South 11 degrees 02 minutes 01 seconds West; 192.31 feet; thence South 07 degrees 09 minutes 03 seconds West, 616.82 feet; thence South 09 degrees 26 minutes 52 seconds East; 113.97 feet; thence North 80 degrees 17 minutes 12 seconds West, 12.32 feet; thence North 36 degrees 22 minutes 15 seconds West, 70.00 feet; thence North 63 degrees 39 minutes 46 seconds West; 130.39 feet; thence North 86 degrees 44 minutes 49 seconds West, 142.83 feet to the Point of Beginning.

All contained within Kane County, State of Illinois.

Said parcel contains 38.538 acres, more or less.

EXCESS RIGHT OF WAY PLAT

ILLINOIS DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS / DISTRICT 1

Bureau of Land Acquisition

201 West Center Court / Schaumburg, Illinois 60196-1096

PART OF THE W 1/2 OF SECTION 1 TWP. 40 N., R. 8 E. AND

PART OF THE E 1/2 OF SECTION 2 TWP. 40 N., R. 8 E. OF THE 3RD. P.M., IN KANE COUNTY, ILLINOIS

| PARCEL NUMBER | OWNER | EXCESS AREA ACRES | ACQUIRED BY |
|---------------|-------------|-------------------|-------------|
| 1ST0061RA | KANE COUNTY | 40.508 | |
| 1ST0077RA | KANE COUNTY | 7.754 | |
| 1ST0077RB | KANE COUNTY | 3.506 | |

ROUTE:
SECTION : 98-00214-02-BR
COUNTY : KANE
JOB NO. : R-91-083-01

LEGEND

SECTION LINE
 QUARTER SECTION LINE
 QUARTER, QUARTER SECTION LINE
 PLATTED LOT LINES
 PROPERTY (DEED) LINE
 APPARENT PROPERTY LINE
 CENTERLINE
 EXISTING RIGHT OF WAY LINE
 PROPOSED CENTERLINE
 PROPOSED RIGHT OF WAY LINE
 PROPOSED EASEMENT
 MEASURED DIMENSION
 COMPUTED DIMENSION
 RECORDED DIMENSION
 EXISTING BUILDING

Bearings are referenced to the Illinois State Plane Coordinate Grid System, NAD83, East Zone, as provided by the Illinois Department of Transportation.

IRON PIPE OR ROD FOUND ○ REPLACED AFTER CONSTRUCTION
 CUT CROSS FOUND OR SET ○ IRON PIPE OR ROD SET

TI THESE STAKES REFERENCE FOUND OR SET MONUMENTATION. SET 5/8 INCH IRON ROD FLUSH WITH GROUND TO THE FOUND IRON STAKE IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
 BT1 THESE STAKES IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION. BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO THE FOUND IRON STAKE, IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
 BT2 STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
 BT3 STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
 M PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
 RIGHT OF WAY STAKING PROPOSED TO BE SET

STATE OF ILLINOIS)
 COUNTY OF COOK)

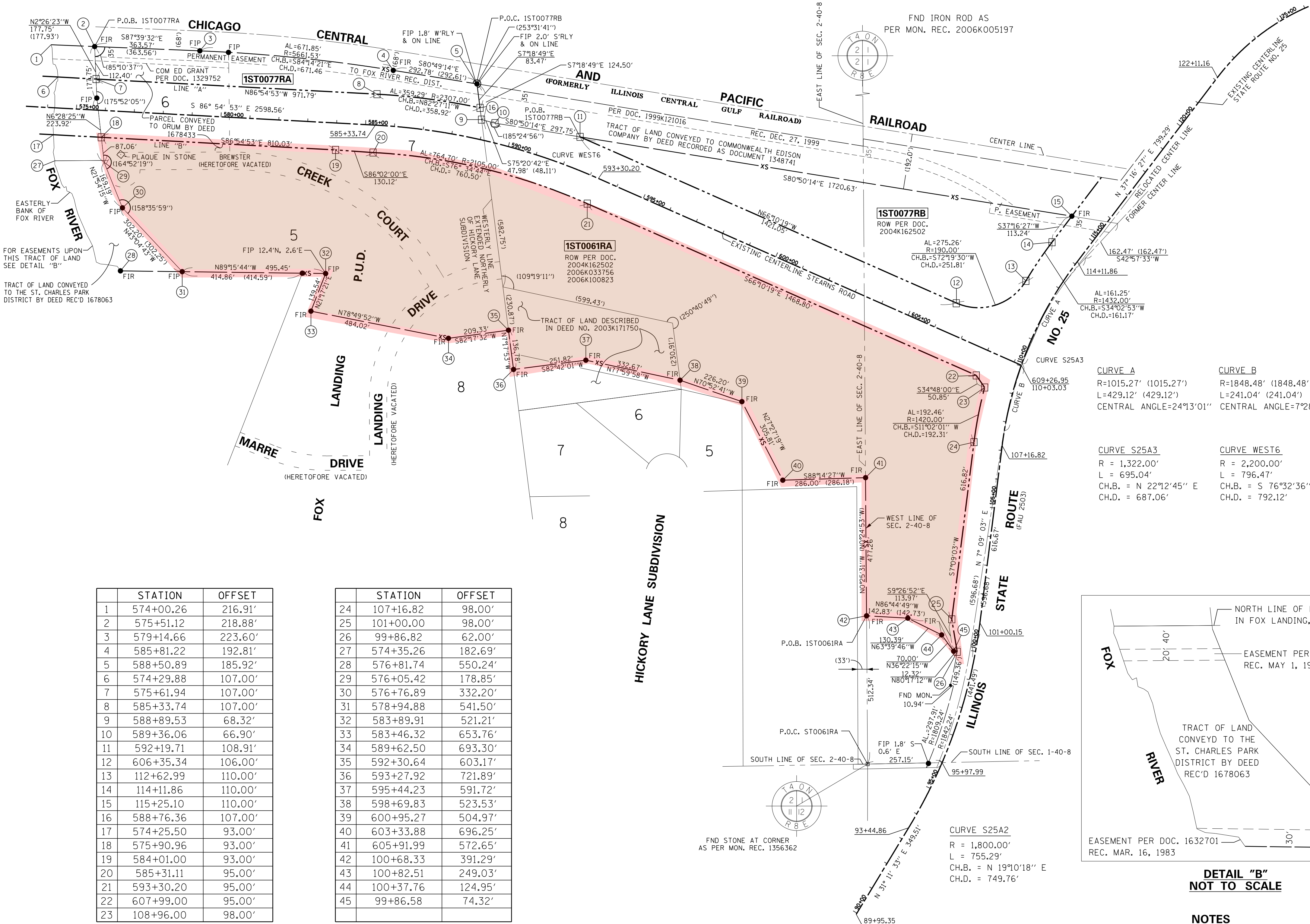
THIS IS TO CERTIFY THAT I, DOUGLAS G. MASSEY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE EXCESS RIGHT OF WAY PLAT SHOWN HEREON IN SECTION 1&2, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT CHICAGO, ILLINOIS THIS 2ND DAY OF OCTOBER, 2015 A.D.

Douglas G. Massey
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3685
 LICENSE EXPIRATION DATE: NOVEMBER 30, 2016

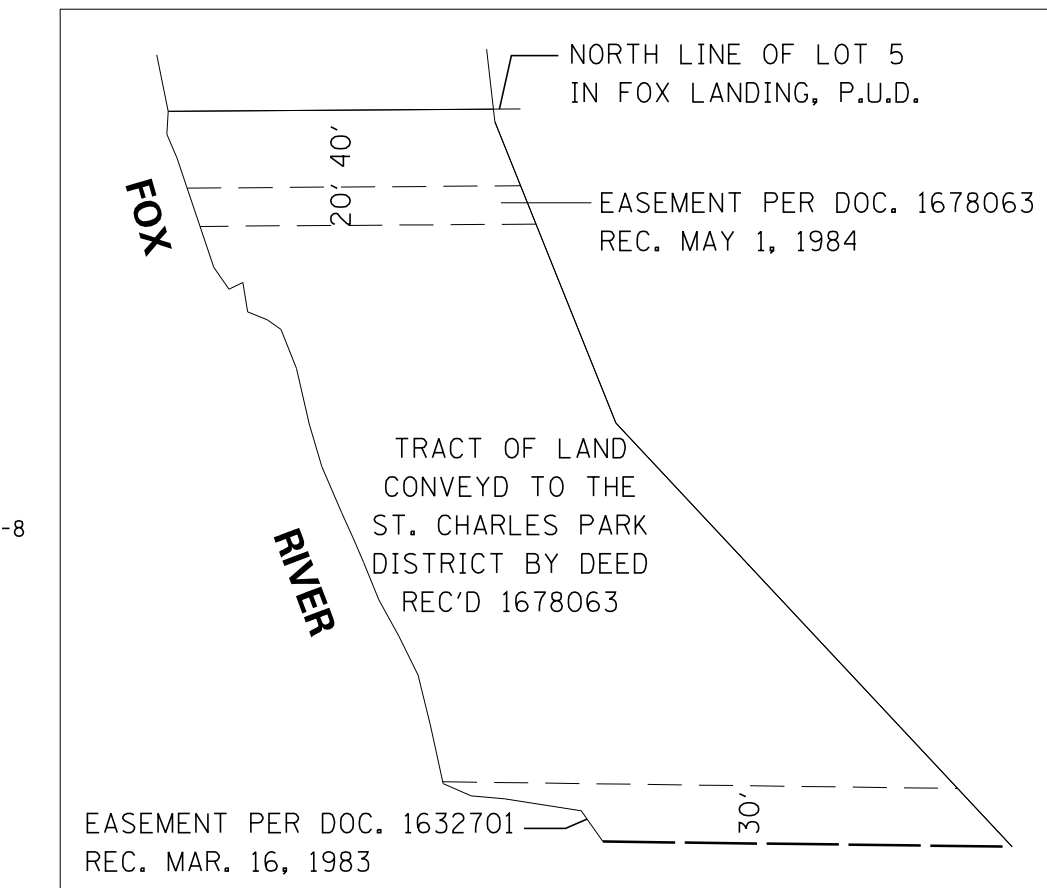
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

alfred benesch & company
 Engineers • Surveyors • Planners
 205 North Michigan Avenue, Suite 2400
 Chicago, Illinois 60601
 312-565-0450
 Design Firm License # 184.000882



| STATION | OFFSET |
|---------|-------------------|
| 1 | 574+00.26 216.91' |
| 2 | 575+51.12 218.88' |
| 3 | 579+14.66 223.60' |
| 4 | 585+81.22 192.81' |
| 5 | 588+50.89 185.92' |
| 6 | 574+29.88 107.00' |
| 7 | 575+61.94 107.00' |
| 8 | 585+33.74 107.00' |
| 9 | 588+89.53 68.32' |
| 10 | 589+36.06 66.90' |
| 11 | 592+19.71 108.91' |
| 12 | 606+35.34 106.00' |
| 13 | 112+62.99 110.00' |
| 14 | 114+11.86 110.00' |
| 15 | 115+25.10 110.00' |
| 16 | 588+76.36 107.00' |
| 17 | 574+25.50 93.00' |
| 18 | 575+90.96 93.00' |
| 19 | 584+01.00 93.00' |
| 20 | 585+31.11 95.00' |
| 21 | 593+30.20 95.00' |
| 22 | 607+99.00 95.00' |
| 23 | 108+96.00 98.00' |

| STATION | OFFSET |
|---------|-------------------|
| 24 | 107+16.82 98.00' |
| 25 | 101+00.00 98.00' |
| 26 | 99+86.82 62.00' |
| 27 | 574+35.26 182.69' |
| 28 | 576+81.74 550.24' |
| 29 | 576+05.42 178.85' |
| 30 | 576+76.89 332.20' |
| 31 | 578+94.88 541.50' |
| 32 | 583+89.91 521.21' |
| 33 | 583+46.32 653.76' |
| 34 | 589+62.50 693.30' |
| 35 | 592+30.64 603.17' |
| 36 | 593+27.92 721.89' |
| 37 | 595+44.23 591.72' |
| 38 | 598+69.83 523.53' |
| 39 | 600+95.27 504.97' |
| 40 | 603+33.88 696.25' |
| 41 | 605+91.99 572.65' |
| 42 | 100+68.33 391.29' |
| 43 | 100+82.51 249.03' |
| 44 | 100+37.76 124.95' |
| 45 | 99+86.58 74.32' |



DETAIL "B"
NOT TO SCALE

NOTES
 1. UNLESS OTHERWISE DEPICTED HEREON, REFER TO TITLE COMMITMENT FOR EASEMENTS AND ENCUMBRANCES.

| | | | | | |
|-------------|-------------------------------|--------------|-------------------|----------------|---|
| FILE NAME : | USER NAME : #USER# | DESIGNED : | REVISED : 2-22-16 | PROJECT NO.: | ROUTE: |
| #DATE# | FIELD WORK COMPLETED: 2/20/09 | DRAWN : ZR | REVISED : | CONTRACT NO.: | SECTION: 98-00214-02-BR |
| #FILE# | PLOT SCALE : #SCALE# | CHECKED : DM | REVISED : | SCALE: 1"=200' | STA 99+86.82, 574+00.26 TO STA 115+25.10, 609+26.95 SHEET NO. 1 OF 1 SHEETS |
| | PLOT DATE : #DATE# | DATE : | REVISED : | | JOB NO.: R-91-083-01 |
| | | | | | OWNED BY KANE COUNTY |
| | | | | | COUNTY: KANE |

ILLINOIS DEPARTMENT OF TRANSPORTATION
 EXCESS RIGHT OF WAY PLAT

benesch



LEGAL DESCRIPTION

ROUTE: Stearns Road
Corridor (Fox
River Bridges)
SECTION: 98-00214-02-BR
COUNTY: Kane
JOB NUMBER: R-91-083-01
PARCEL: 1ST0104RB
STATION: 561+30.25 to
565+24.70
OWNER: Kane County

1ST0104RB

That part of lands described in Trustee’s Deed recorded June 26, 2007 as Document Number 2007K067124 being in the West half of Section 2, Township 40 North, Range 8 East of the Third Principal Meridian described as follows:
Commencing at the intersection of the center line of State Route No. 31 per Plat of Dedication recorded as document 788123 with a line that is 97.00 feet southerly of, as measured perpendicularly to and parallel with the center line of the mainline track of the Chicago, Central and Pacific Railroad Company (formerly the Illinois Central Railroad Company and the Chicago, Madison and Northern Railroad Company); thence South 87 degrees 40 minutes 25 seconds East on an assumed bearing, along said parallel line and along the southerly line of land conveyed to the Illinois Central Railroad Company by warranty deed recorded on August 30, 1898 as document 35887, a distance of 323.23 feet to the southwesterly line, as monumented, of land conveyed to the Chicago, Madison and Northern Railroad Company by warranty deed recorded on April 11, 1896 as document 23511; thence southeasterly along said southwesterly line, as monumented, 134.70 feet along a non-tangent curve to the right, having a radius of 857.92 feet, the chord of said curve bears South 62 degrees 07 minutes 31 seconds East, 134.56 feet; thence South 11 degrees 27 minutes 19 seconds West, a distance of 205.47 feet to a point which is 83 feet, as measured perpendicularly to the centerline of Stearns Road, said point also being the Point of Beginning; thence South 11 degrees 27 minutes 19 seconds West, 91.26 feet along the last described course; thence North 79 degrees 27 minutes 15 seconds West, a distance of 384.42 feet to the easterly right of way of said State Route No. 31 per document no. 788123; thence northerly 44.28 feet along a non-tangent curve to the left, having a radius of 1745.42 feet, the chord of said curve bears North 14 degrees 42 minutes 36 seconds East, 44.28 feet along said easterly right of way to a point which is 80.00 feet, as measured perpendicularly to said centerline of Stearns Road; thence South 86 degrees 28 minutes 08 seconds East, 385.54 feet back to the Point of Beginning, in St. Charles Township, Kane County, Illinois.

Said part contains 0.595 acres, more or less.

EXCESS RIGHT OF WAY PLAT

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS / DISTRICT 1
Bureau of Land Acquisition
201 West Center Court / Schaumburg, Illinois 60196-1096

| PARCEL NUMBER | OWNER | EXCESS AREA ACRES | ACQUIRED BY |
|---------------|-------------|-------------------|-------------|
| 1ST0104RA | KANE COUNTY | 0.500 | |
| 1ST0104RB | KANE COUNTY | 0.595 | |

ROUTE:
SECTION : 98-00214-02-BR
COUNTY : KANE
JOB NO. : R-91-083-01

PART OF THE W 1/2 OF SECTION 2 TWP. 40 N., R. 8 E. OF THE 3RD. P.M., IN KANE COUNTY, ILLINOIS

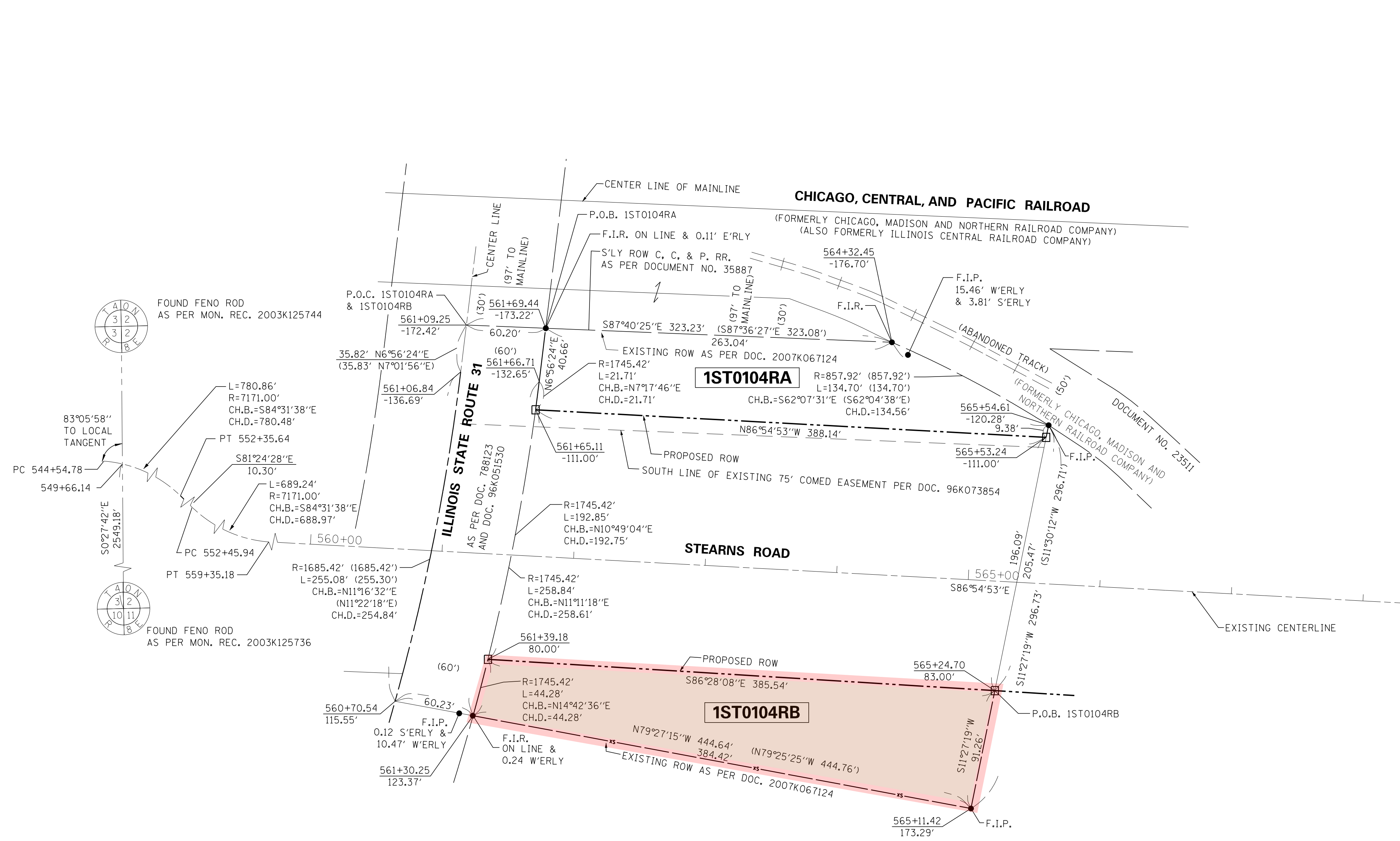
LEGEND

SECTION CORNER
 QUARTER SECTION CORNER

SECTION LINE
 QUARTER SECTION LINE
 QUARTER, QUARTER SECTION LINE
 PLATTED LOT LINES
 PROPERTY (DEED) LINE
 EXCESS RIGHT OF WAY LINE
 CENTERLINE
 EXISTING RIGHT OF WAY LINE
 PROPOSED CENTERLINE
 PROPOSED RIGHT OF WAY LINE
 PROPOSED EASEMENT
 129.32' MEASURED DIMENSION
 129.32' (COMP) (129.32') COMPUTED DIMENSION
 129.32' RECORDED DIMENSION
 EXISTING BUILDING

Bearings are referenced to the Illinois State Plane Coordinate Grid System, NAD83, East Zone, as provided by the Illinois Department of Transportation.

GRAPHIC SCALE
 FEET
 0 50
 0 40
 0 30
 SCALE: 1" = 50'



- IRON PIPE OR ROD FOUND ○ REPLACED AFTER CONSTRUCTION
- + CUT CROSS FOUND OR SET ○ IRON PIPE OR ROD SET
- T1 T2 T3 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION. SET 5/8 INCH IRON ROD FLUSH WITH GROUND TO TIE FOUND IRON STAKE IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- BT1 BT2 BT3 THESE STAKES, IN CULTIVATED AREAS, REFERENCE FOUND OR SET MONUMENTATION. BURIED 5/8 INCH IRON ROD 20 INCHES BELOW GROUND TO TIE FOUND IRON STAKE, IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN, IDENTIFIED BY INSCRIPTION DATA AND SURVEYORS REGISTRATION NUMBER.
- M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYORS REGISTRATION NUMBER.
- ⊙ PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET

STATE OF ILLINOIS)
)SS
 COUNTY OF COOK)

THIS IS TO CERTIFY THAT I, DOUGLAS G. MASSEY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE EXCESS RIGHT OF WAY PLAT SHOWN HEREON IN SECTION 1, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT CHICAGO, ILLINOIS THIS 19TH DAY OF AUGUST, 2015 A.D.

Douglas G. Massey
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3685
 LICENSE EXPIRATION DATE: NOVEMBER 30, 2016



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

alfred benesch & company
 Engineers • Surveyors • Planners
 205 North Michigan Avenue, Suite 2400
 Chicago, Illinois 60601
 312-565-0450
 Design Firm License # 184.000882

benesch

NOTES

- ALL STATIONS HEREON REFERENCED ARE TO THE CENTERLINE STATIONING.
- SUBJECT TO EASEMENTS, IF ANY, AS PER THE FOLLOWING DOCUMENT NUMBERS: 70940 AND 967987.
- BASIS OF BEARINGS: ALL BEARINGS DEPICTED AS MEASURED HEREON ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (WGS 84).

| | | | | | | | |
|---------------------------------|---|--|--|---|--|---|---|
| FILE NAME : #DATE# #FILE# | USER NAME : #USER# FIELD WORK COMPLETED: 2/20/09 PLOT SCALE : #SCALE# PLOT DATE : #DATE# | DESIGNED - DRAWN - ZR CHECKED - DM DATE - | REVISED - 2-22-16 REVISED - REVISED - REVISED - | ILLINOIS DEPARTMENT OF TRANSPORTATION EXCESS RIGHT OF WAY PLAT | PROJECT NO. : CONTRACT NO. : SCALE: 1"=50' | ROUTE: SECTION: 98-00214-02-BR STA 561+30.25 TO STA 565+54.61 | JOB NO. : R-91-083-01 COUNTY : KANE SHEET NO. 1 OF 1 SHEETS |
|---------------------------------|---|--|--|---|--|---|---|

ROUTE: Stearns Road
Corridor (Fox
River Bridges)
SECTION: 98-00214-02-BR
COUNTY: Kane
JOB NUMBER: R-55-001-97
PARCEL: 1ST 0141RA
STATION: 814+44.90 to
835+31.34
OWNER: Kane County
INDEX: 09-04-200-029
09-03-100-012
09-03-100-018
09-04-200-008

LEGAL DESCRIPTION

1ST0141RA

Parcel 1:

That part of the Northeast Quarter of Section 4, Township 40 North, Range 8 East of the Third Principal Meridian, described as follows:

Commencing at the southwest corner of the Southeast Quarter of Section 33, Township 41 North, Range 8 East of the Third Principal Meridian; thence on an assumed bearing of North 0 degrees 02 minutes East along the West line of said Southeast Quarter, 185.44 feet to a point on a line 110.00 feet northeasterly of and parallel with the northeasterly right-of-way line of the Chicago, Central and Pacific Railroad Company; thence South 46 degrees 32 minutes 57 seconds East along said parallel line, 1854.51 feet for a Point of Beginning; thence North 88 degrees 47 minutes 30 seconds East, parallel with the North line of said Northeast Quarter, 274.90 feet; thence North 0 degrees 08 minutes 10 seconds West, 299.95 feet; thence North 88 degrees 47 minutes 30 seconds East, parallel with said North Line, 549.88 feet; thence North 0 degrees 07 minutes 58 seconds West, parallel with the East line of said Northeast Quarter, 350.16 feet; thence North 88 degrees 47 minutes 30 seconds East, parallel with said North line, 50.01 feet; thence South 0 degrees 07 minutes 58 seconds East, parallel with said East line, 850.15 feet; thence South 88 degrees 47 minutes 30 seconds West, parallel with said North line, 668.63 feet to said line parallel with the Northeasterly right of way line of the Chicago, Central and Pacific Railroad Company; thence northwesterly along said parallel line, 284.54 feet to the point of beginning, in Kane County, Illinois.

Parcel 2:

That part of the Northwest Quarter of Section 3, together with that part of the Northeast Quarter of Section 4, both in Township 40 North, Range 8 East of the Third Principal Meridian, described as follows:

Beginning at an iron rod at the northwest corner of said Section 3; thence on an assumed bearing of South 0 degrees 08 minutes 15 seconds West along the West line of said Northwest Quarter, 1181.31 feet; thence North 88 degrees 52 minutes 09 seconds East, 1024.25 feet to the existing westerly right of way line of McLean Boulevard described in Trustee's Deed Document Number 2008K052147; thence 206.85 feet along said right of way line on a curve to the left having a radius of 7265.00 feet, the chord of said curve bears South 5 degrees 54 minutes 30 seconds East, 206.84 feet; thence South 3 degrees 16 minutes 35 seconds East, 559.64 feet; thence 52.99 feet along said right of way line on a curve to the left having a radius 7320.00 feet, the chord of said curve bears South 11 degrees 18 minutes 29 seconds East, 52.99 feet; thence South 11 degrees 30 minutes 56 seconds East along said right of way line, 102.98 feet to a line drawn 192.0 feet parallel with, as measured perpendicularly to, the main track centerline of the Illinois Central Railroad Company, said line being the northerly right of way line of Commonwealth Edison; thence North 87 degrees 38 minutes 43 seconds West along said parallel line, 427.50 feet; thence North 83 degrees 23 minutes 51 seconds West, 184.88 feet to the easterly line of a tract of land conveyed to W. Earl Butler, and others, by deed dated November 19, 1935 and recorded November 25, 1935 in Book 969, Page 336, as Document Number 391211; thence North 33 degrees 56 minutes 22 seconds West along said easterly line, 275.06 feet to the northerly line of land conveyed by said Document Number 391211; thence South 89 degrees 27 minutes 25 seconds West along said northerly line, 760.29 feet; thence North 67 degrees 09 minutes 48 seconds West, 74.82 feet to the westerly line of the owner's property; thence North 0 degrees 07 minutes 33 seconds West, 1778.96 feet to the North line of the Northeast Quarter of said Section 4; thence North 88 degrees 47 minutes 12 seconds East along said North line, 427.36 feet to an iron rod at the southwest corner of Section 34, Township 41 North, Range 8, East of the Third Principal Meridian; thence continuing North 88 degrees 36 minutes 28 seconds East along said North line, 64.79 feet to the Point of Beginning, in Kane County, Illinois.

Said parcels contain 47.681 acres, more or less.

EXCESS RIGHT OF WAY PLAT

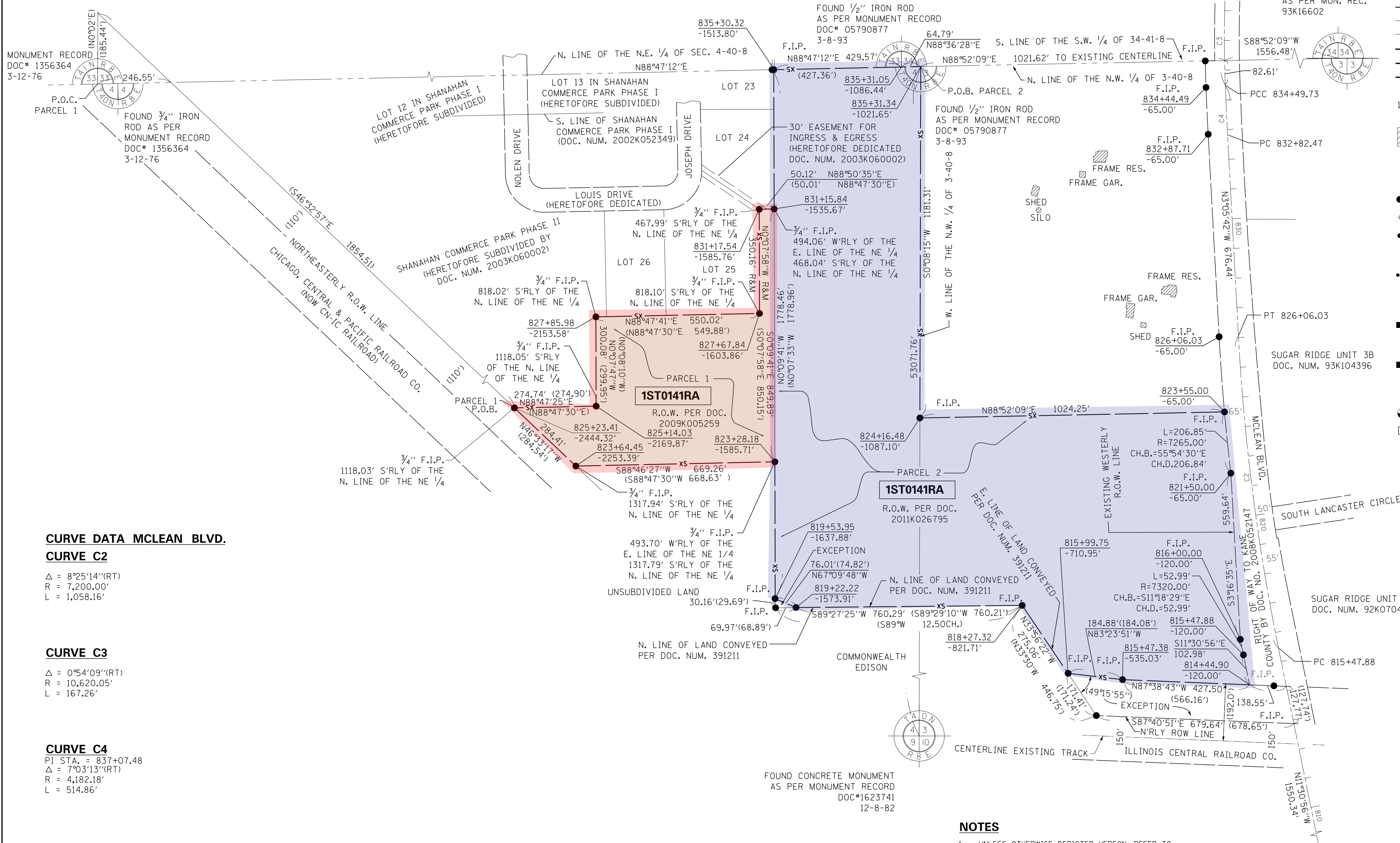
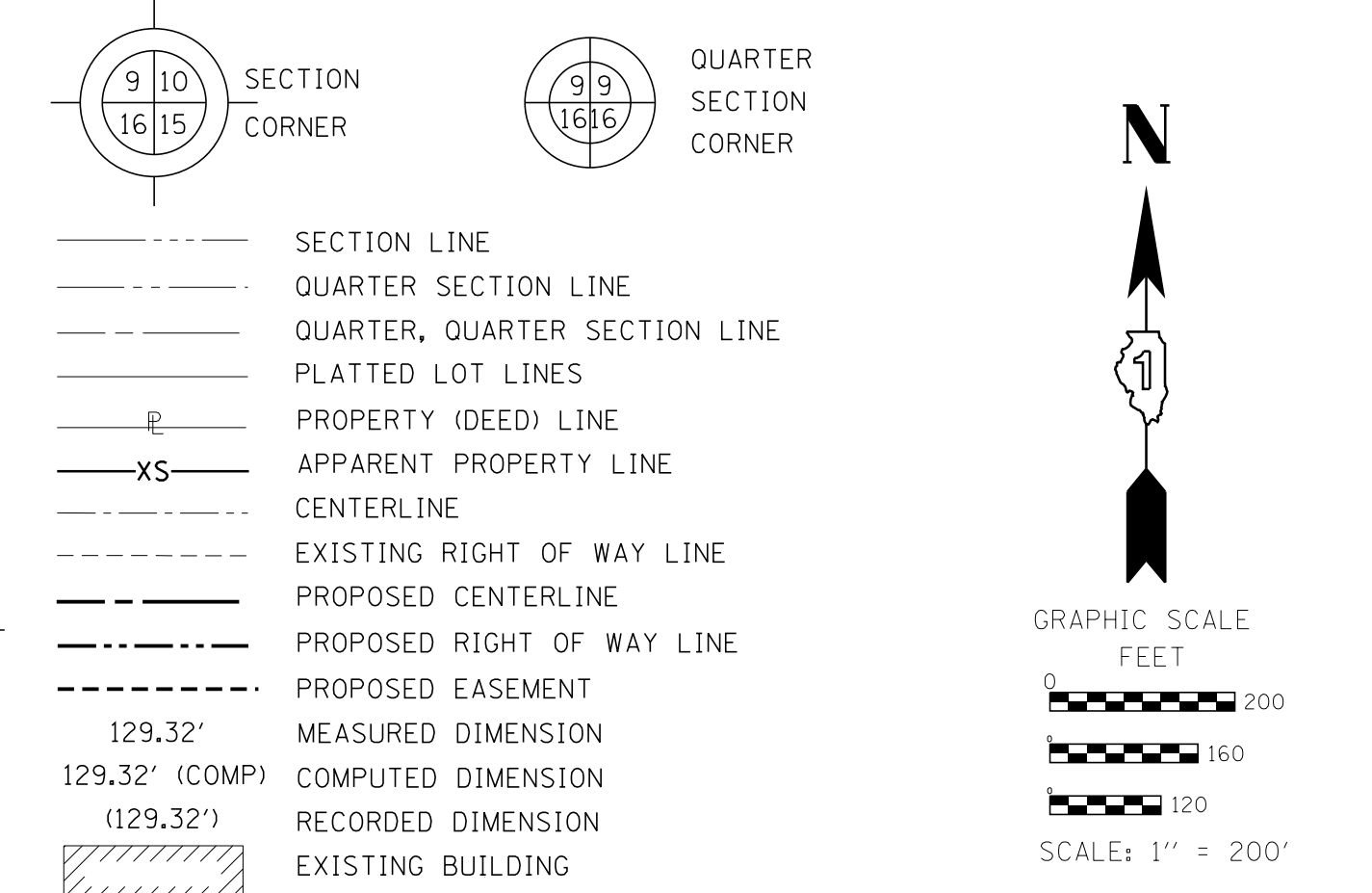
ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS / DISTRICT 1
Bureau of Land Acquisition
201 West Center Court / Schaumburg, Illinois 60196-1096

PART OF THE NE 1/4 OF SECTION 4 TWP. 40 N., R. 8 E. OF THE 3RD. P.M., IN KANE COUNTY, ILLINOIS
PART OF THE NW 1/4 OF SECTION 3 TWP. 40 N., R. 8 E. OF THE 3RD. P.M., IN KANE COUNTY, ILLINOIS

| PARCEL NUMBER | OWNER | EXCESS AREA ACRES | ACQUIRED BY |
|---------------|-------------|-------------------|-------------|
| 1ST0141RA | KANE COUNTY | 47.681 | |

ROUTE:
SECTION : 98-00214-02-BR
COUNTY : KANE
JOB NO. : R-91-083-01

LEGEND



| | | | | | | | |
|-------------|-------------------------------|--------------|-------------------|----------------|-------------------------|-------------|-------------|
| FILE NAME : | USER NAME : *USER* | DESIGNED - | REVISED - 2-22-16 | PROJECT NO.: | ROUTE: | JOB NO.: | R-91-083-01 |
| #DATE# | FIELD WORK COMPLETED: 2/20/09 | DRAWN - ZR | REVISED - | CONTRACT NO.: | SECTION: 98-00214-02-BR | COUNTY: | KANE |
| #FILE# | PLOT SCALE : *SCALE* | CHECKED - DM | REVISED - | SCALE: 1"=200' | STA 814+44.90 | TO STA | 835+31.34 |
| | PLOT DATE : *DATE* | DATE - | REVISED - | | | SHEET NO. 1 | OF 1 SHEETS |

ILLINOIS DEPARTMENT OF TRANSPORTATION
EXCESS RIGHT OF WAY PLAT



AGENDA MEMORANDUM

DATE: October 24, 2024

TO: Forest Preserve District Land Acquisition Committee

FROM: Jennifer Rooks-Lopez, Director of Planning and Land Protection
Benjamin Haberthur, Executive Director

SUBJECT: Presentation and Approval of a Grant of Easement for Fiber Optic Utility Services to the County of Kane at Prairie Green Forest Preserve

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider the approval of a Grant of Easement to the County of Kane to provide a redundant fiber data connection to Kane County Tri-Com at Prairie Green Forest Preserve in Geneva.

BACKGROUND:

The County of Kane is currently working with CCSI Networks on the installation and design of fiber optic conduit to service Kane County Tri-Comm. The purpose of this connection is to provide a backup connection to the Tri-Com facility through the Kane County fiber network. The Tri-Com facility provides 911 call support and dispatch of emergency services through Kane County. The attached grant of easement will allow the County to install and maintain fiber optic utility services to Tri-Com.

FINANCIAL IMPACT:

The proposed easement agreement does not financially impact the District.

RECOMMENDATION:

Staff recommends the Committee approve the Grant of Easement with the County of Kane for fiber optic utility services at Prairie Green Forest Preserve, as presented.

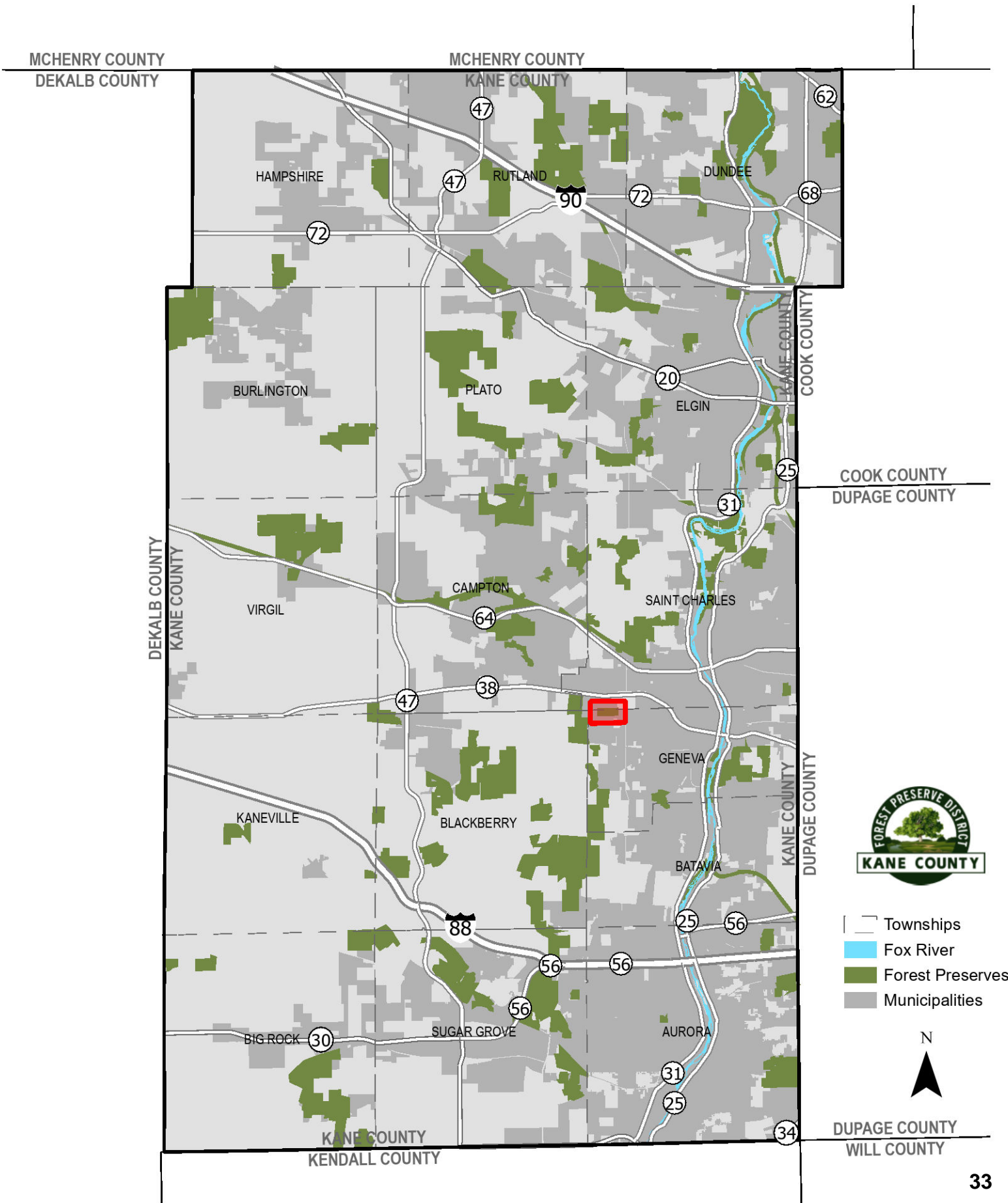
ATTACHMENTS:

- County Locator Map*
- Prairie Green Forest Preserve Map*
- Grant of Easement*
- Exhibit A - Plats of Easement*
- Exhibit B - Proposed Construction Plans*

Prairie Green F.P.

County Location Map

Elburn, IL



[FOR RECORDER'S USE]

GRANT OF EASEMENT

This Grant of Easement (“Agreement”) made this _____ day of _____, 2024, by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY (hereinafter sometimes referred to as “District” and “Grantor”), and the COUNTY OF KANE, an Illinois Municipal corporation, (hereinafter referred to as “County” and “Grantee”), The Grantor and Grantee are sometimes collectively referred to as the “Parties”).

WHEREAS, District is the owner of certain real property situated in the County of Kane, State of Illinois, known as the ‘Prairie Green Forest Preserve’ in the City of Geneva, as depicted and described in the Plat of Easement prepared by Chicago Guarantee Survey Company, dated July 25, 2024 and attached hereto as Exhibits A and made a part hereof by this reference (“Subject Parcel”). The easements depicted on Exhibit A are parts of Parcel No. (12-06-200-007) which parcel was conveyed under a deed of conveyance to the District; and

WHEREAS, the County desires to obtain from the District, and District agrees to grant to the County, Permanent and Temporary Easements (collectively referred to as ‘Easement Areas’) for the installation and maintenance of fiber optic utility services within the Subject Parcel as described in Exhibit ‘A’ attached here to and forming Permanent Easement and Temporary Easements for the purposes of the installation and maintenance of fiber optic utility services in the Easement Areas as described in Exhibit ‘B’ Site improvement plans for ‘Proposed Fiber Optic Conduit Installation’ as prepared by CCSI Networks, dated July 23, 2024; and

WHEREAS, the Parties have agreed to the granting of such easements to the County for such purposes and pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the acceptance of this grant by the County and

for other good and valuable consideration, the District grants to the County a right in, over, along and under the Permanent and Temporary Easement for the purpose of the installation and maintenance of a fiber optic utility service within the Easement Areas, subject to the following terms and conditions:

1. The County shall have the right to construct, repair, maintain and replace the fiber optic utility service within the Permanent Easement. The Fiber optic utility service shall be constructed, repaired, replaced, maintained and used in a workmanlike manner.
2. The County shall immediately following construction or maintenance of the Fiber optic utility service, 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 County 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 County 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. County agrees, however, to use reasonably practicable efforts to minimize the removal of such plant material.
3. Upon reasonable notice to District (except in case of emergency), the County shall have the right of ingress to and egress from the Easement Area for the purposes of construction, repair, replacement and maintenance and to otherwise exercise the easement rights granted herein.
4. The County 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 County, may interfere with the use and operation of the fiber optic utility service.
5. District 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 District shall not erect or construct any building or shelter, nor shall District plant any trees, on the Easement Area without the prior written consent of County. District shall also not grant any additional easements over the Easement Areas which unreasonably interfere with full enjoyment of the rights granted by this instrument.

6. The Temporary Easement shall terminate upon the completion of the construction of the Fiber optic utility service and restoration of the Permanent and Temporary Easements as described in Section 2.
7. The Permanent Easement shall be limited in its scope of use to the provision of fiber optic utility service and appurtenances thereto as described in Exhibit B: (Proposed Fiber Optic Conduit Installation).
8. The County for itself, its agents and independent contractors, hereby agrees to indemnify and hold District 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 Area during construction or during any subsequent maintenance or repair thereof. County further agrees to indemnify and hold harmless District from any and all liens placed against the Easement Area arising from said construction, maintenance or repair activities conducted by or through such party.
9. That no amendment, revision or modification hereof shall be effective unless it is in writing and signed by all Parties hereto.
10. 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.
11. That this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
12. That County may utilize the services of third-party contractors, employees, homeowners associations, or other agents to perform work in the Easement Premises.
13. That District hereby represents and warrants to County that it is the fee simple title holder of the Subject Parcel and that it has the full power and authority to enter into and make the agreements provided herein.
14. That this Agreement shall be binding on the parties hereto, their successors and permitted assigns and shall run with the land.
15. 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.

16. That this Agreement shall be recorded by Kane County at the County's cost with the Kane County Recorder.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and delivered by their respective authorized agents the day and year first above-written.

GRANTOR:

FOREST PRESERVE DISTRICT OF
KANE COUNTY

By: _____
Christopher W. Kious, President

ATTEST:

Myrna Molina, Secretary

GRANTEE:

KANE COUNTY

By: _____
xxxxxx

ATTEST:

xxxxx,

STATE OF ILLINOIS)
 : S.S.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County of Kane and State aforesaid, do hereby certify that Christopher W. Kious, personally known to me to be the President of the Forest Preserve District of Kane County, an Illinois Forest Preserve District, and Myrna Molina, personally known to me to be the Secretary of said District, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said District.

Given under my hand and official seal this ____ day of _____, 2024.

Notary Public

My Commission Expires _____

STATE OF ILLINOIS)
 : S.S.
COUNTY OF K A N E)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that XXXXXXXX, personally known to me to be the _____ of the Kane County, Illinois and XXXXXXXXXX, personally known to me to be the Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Clerk, they signed and delivered the said instrument as the President and Clerk of said County.

Given under my hand and official seal this ____ day of _____, 2024.

Notary Public

My Commission Expires _____

EXHIBIT A

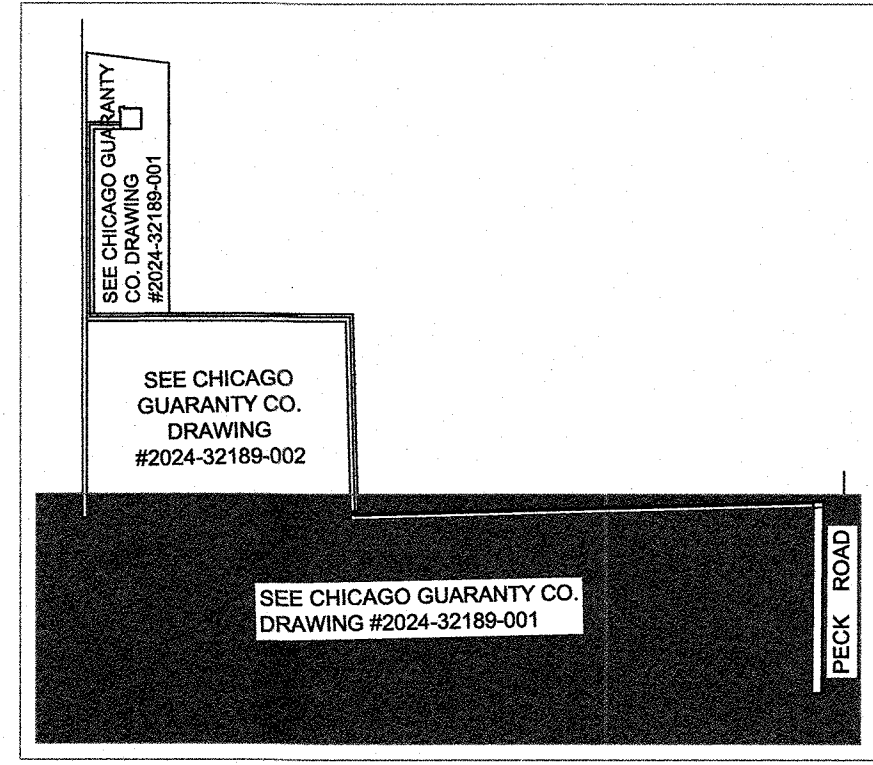
See Plat Survey of Easement Attached Hereto as Exhibit A

EXHIBIT B

See Proposed Fiber Optic Conduit Installation Attached Hereto as Exhibit B

LEGEND

- ⊛ Electric Light Pole
- ⊛ Electric Light Pole with Traffic Signal
- ⊛ Electric Traffic Signal
- ⊛ Utility Pole
- ⊛ Electric Vault
- ⊛ Iron Pipe
- ⊛ San MH
- ⊛ Storm CB
- ⊛ Storm Inlet
- ⊛ Bumper Post
- ⊛ Guy Anchor
- ⊛ Unclassified Manhole
- ⊛ Sign Post
- ⊛ Hose Connection



LOCATION MAP
(NOT TO SCALE)

CHICAGO GUARANTEE SURVEY COMPANY

A DIVISION OF
PLCS Corporation

LICENSE No. 184-005332
PROFESSIONAL LAND SURVEYORS
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630
TELEPHONE: (312) 986-9445 EMAIL: INFO@PLCS-SURVEY.COM

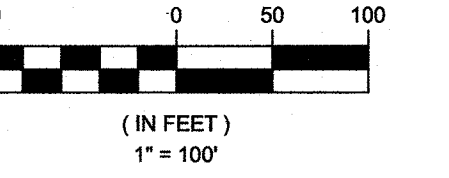
Plat of Survey

THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

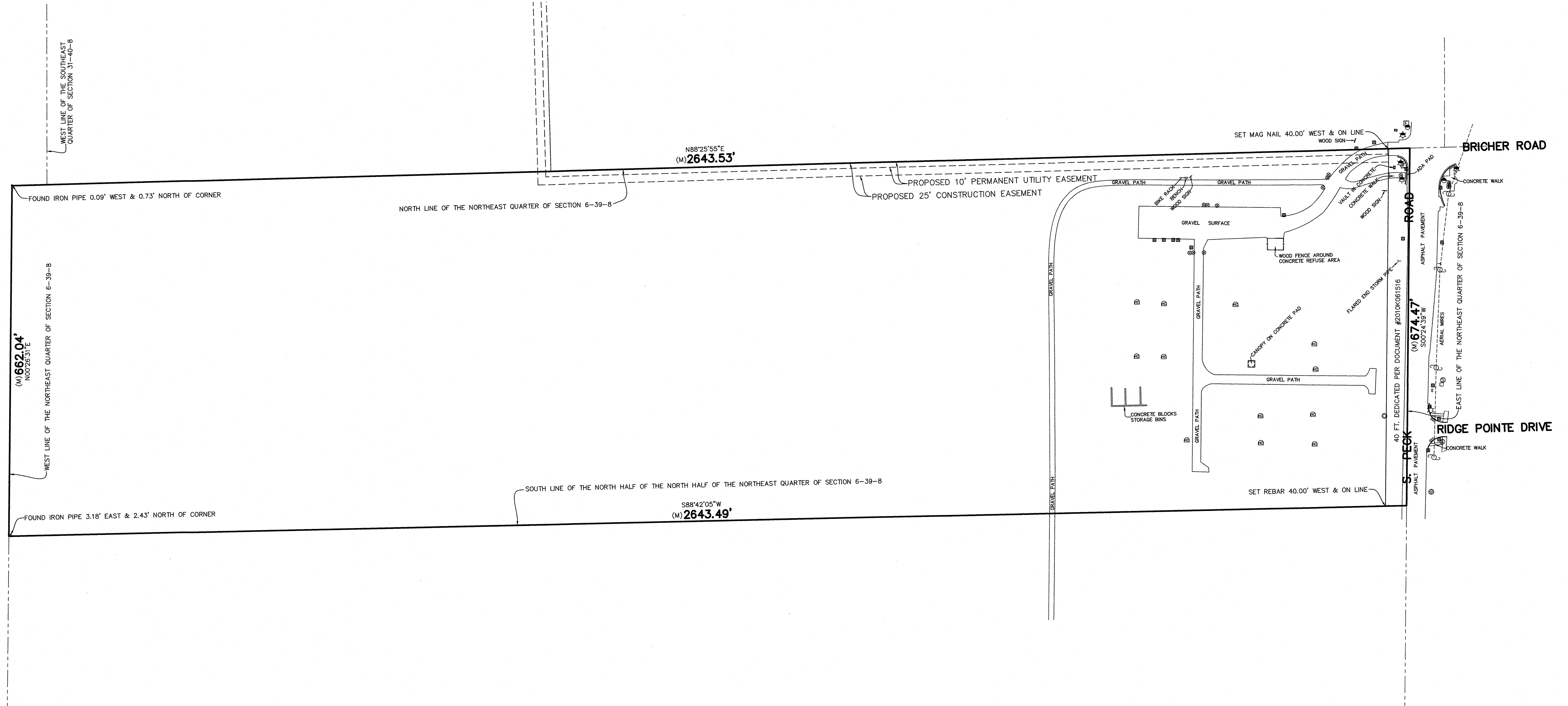
CONTAINING 1,765,606 SQUARE FEET OR 40.532 ACRES MORE OR LESS.

Exhibit A

GRAPHIC SCALE



1" = 100'



SURVEY NOTES:

SURVEYOR'S LICENSE EXPIRES November 30, 2024

Note (R&M) denotes Record and Measured distances respectively.

Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.

For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.

NO dimensions shall be assumed by scale measurement upon this plat.

Monumentation or witness points were not set at the clients request.

Unless otherwise noted hereon the Bearing Basis, Elevation Datum and Coordinate Datum if used is ASSUMED.

COPYRIGHT CHICAGO GUARANTEE SURVEY COMPANY 2024 "All Rights Reserved"

STATE OF ILLINOIS)
COUNTY OF COOK)SS

WE, CHICAGO GUARANTEE SURVEY COMPANY, HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT.

FIELD MEASUREMENTS COMPLETED ON JULY 25, 2024.

SIGNED ON AUGUST 5, 2024.

BY:

PRELIMINARY

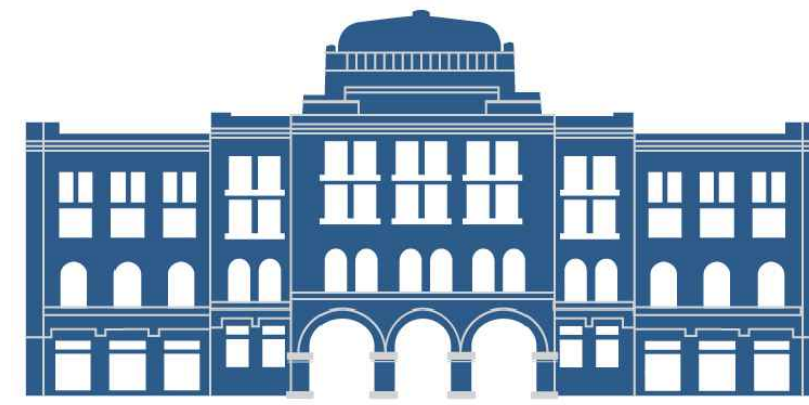
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2802
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

REVISED AUGUST 9, 2024 PER EMAIL DATED AUGUST 8, 2024

| | |
|---|--------------------|
| ORDERED BY: NETWORK CONNEX | CHECKED: DRAWN: RL |
| ADDRESS: | WEB: |
| CHICAGO GUARANTEE SURVEY COMPANY | |
| A Division of PLCS CORPORATION LICENSE No. 184-005332 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (312) 986-9445 EMAIL: INFO@PLCS-SURVEY.COM | |

| | | |
|------------------------------------|------------------------|---------------------------|
| ORDER NO. 2024-32189-001 | DATE: JULY 25, 2024 | PAGE NO. 1 OF 1 |
| SCALE: 1 INCH = 100 FEET | | |

Exhibit B



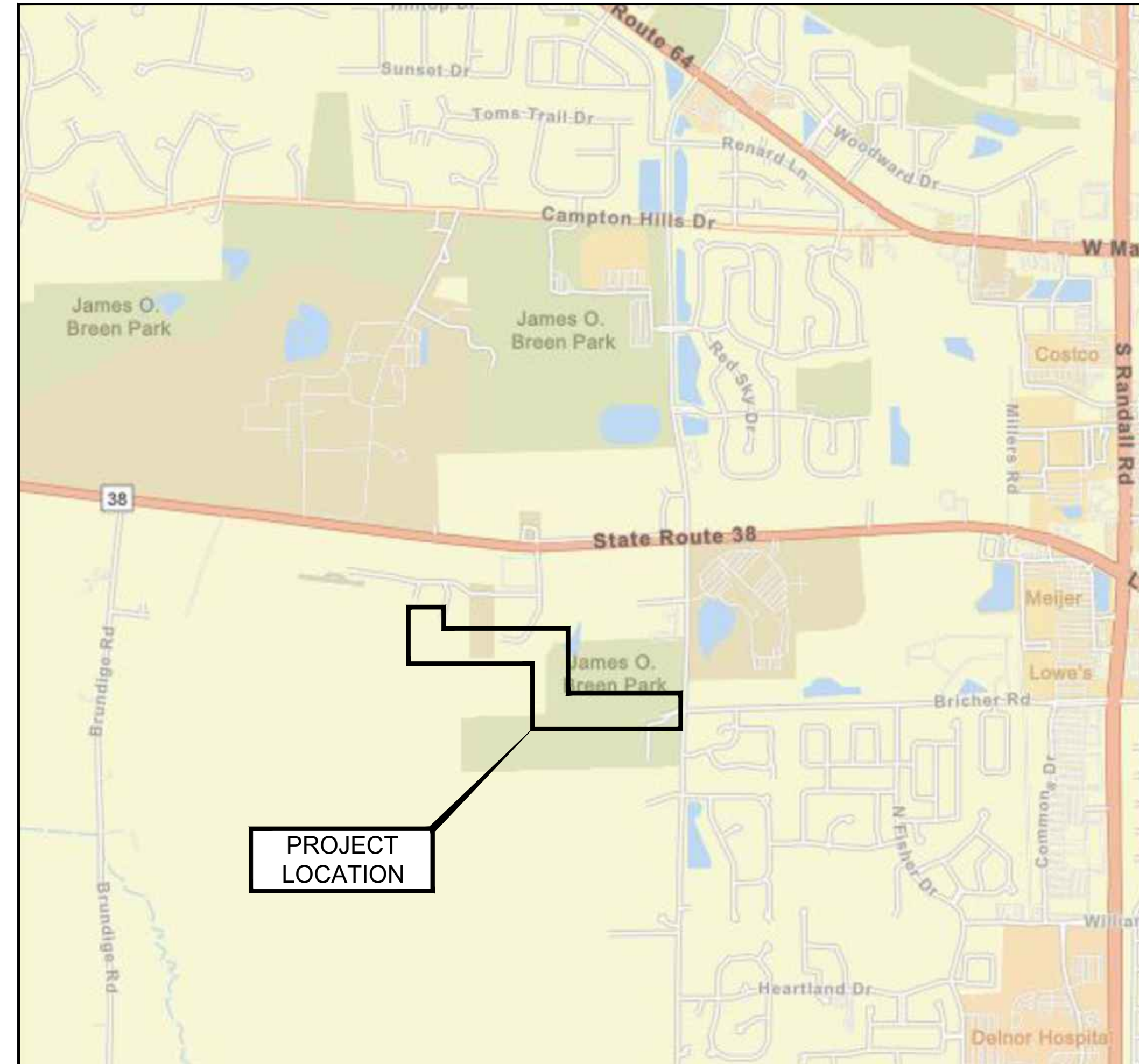
KANE COUNTY
INFORMATION
TECHNOLOGY

PROPOSED FIBER OPTIC CONDUIT INSTALLATION

PROJECT NUMBER
2326-007-U01

SITE ADDRESS
3823 KARL MADSEN DR
ST. CHARLES, KANE COUNTY, IL 60175

LOCATION MAP



| ENGINEER'S ESTIMATE OF MATERIALS | | |
|-------------------------------------|----------|------|
| DESCRIPTION | QUANTITY | UNIT |
| H20 LOAD RATED 55"x36" HANDHOLE | 1 | EA |
| 60"x36"x36" HANDHOLE | 5 | EA |
| FIBER MARKER POST | 5 | EA |
| FLUSH MOUNT FIBER MARKER | 1 | EA |
| 4.00" HDPE SDR-11 CONDUIT FOR FIBER | 47 | LF |
| 1.25" HDPE SDR-11 CONDUIT FOR FIBER | 8060 | LF |
| 12 GAUGE TRACER WIRE | 4030 | LF |

| SHEET INDEX | |
|-------------|--------------------------------|
| SHEET | TITLE |
| 1 | COVER SHEET |
| 2 | CONTACT INFORMATION AND LEGEND |
| 3-4 | GENERAL NOTES |
| 5 | OVERVIEW |
| 6-14 | PLAN VIEW |
| 15-16 | STANDARD CONSTRUCTION DETAILS |
| 17 | TRAFFIC CONTROL - TYPICALS |

| METHODS OF CONSTRUCTION | | |
|-------------------------|----------|------|
| ITEM | QUANTITY | UNIT |
| OPEN CUT / TRENCH | 0 | LF |
| DIRECTIONAL BORE | 4030 | LF |



Know what's below.
Call before you dig.

REQUIRES 2 BUSINESS DAYS
NOTICE BEFORE YOU EXCAVATE

ENGINEER:



A NETWORK CONNEX COMPANY

5101 THATCHER RD.
DOWNERS GROVE, IL 60515
OFFICE 630.572.9999 • FAX 630.572.9998

CLIENT:



719 S. BATAVIA AVE.
GENEVA, IL 60134
OFFICE: 630.208.8655
FAX: 630.208.8659

CONTRACTOR:



1350 W WASHINGTON ST
WEST CHICAGO, IL 60185
OFFICE: 630.851.7751

TITLE:

PROPOSED FIBER OPTIC
CONDUIT INSTALLATION

3823 KARL MADSEN DR
ST. CHARLES, KANE COUNTY, IL
60175

PROJECT
NUMBER: 2326-007-U01

DRAWN BY: JCS

DATE DRAWN: 06/26/24

| NO. | DATE | DESCRIPTION | BY |
|-----|----------|--------------------|-----|
| 2 | 08/28/24 | GENEVA/KANE COUNTY | SJP |
| 1 | 07/23/24 | UPDATE | JCS |
| | 06/26/24 | PERMIT | JCS |

REVISIONS

SHEET NUMBER

1

OF 16

CONTACT INFORMATION AND LEGEND

CONTACT INFORMATION:

ENGINEER:



A NETWORK CONNEX COMPANY

5101 THATCHER RD.
DOWNERS GROVE, IL 60515
OFFICE 630.572.9999 • FAX 630.572.9998

CLIENT:

CITY OF AURORA











































44 E DOWNER PLACE
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FAX: 630.256.3229

CONTRACTOR:









































































1350 W WASHINGTON ST
WEST CHICAGO, IL 60185
OFFICE: 630.851.7751






UTILITIES:

| | |
|-----------------------------|---|
| UTILITY MARKER |  |
| STORM INLET |  |
| CULVERT |  |
| STORM MANHOLE |  |
| CATCH BASIN |  |
| SANITARY MANHOLE |  |
| GAS MANHOLE |  |
| GAS VALVE |  |
| WATER MANHOLE |  |
| WATER VALVE |  |
| FIRE HYDRANT |  |
| ELECTRIC MANHOLE |  |
| ELECTRIC EQUIPMENT BOX |  |
| TRAFFIC CONTROL BOX/MANHOLE |  |
| COMED MANHOLE |  |
| COMED EQUIPMENT BOX |  |
| STREET LIGHT |  |
| LANDSCAPING LIGHT |  |
| TRAFFIC SIGNAL |  |
| POWER POLE |  |
| FOC MANHOLE |  |
| CATV MANHOLE |  |
| UNIDENTIFIED MANHOLE |  |
| UNIDENTIFIED VAULT |  |
| RAILROAD SIGNAL |  |
| CATV PED |  |
| FOC PED |  |
| TELEPHONE PED |  |
| POWER PED |  |
| UNIDENTIFIED PED |  |
| ELECTRICAL CABLE |  |
| COMED |  |
| GAS LINE |  |
| GAS LINE 4" |  |
| WATER LINE |  |
| WATER 8" |  |
| STORM SEWER |  |
| STORM SEWER 8" |  |
| SAN SEWER |  |
| SAN SEWER 8" |  |
| WEST SHORE |  |
| BUCKEYE |  |









COMMUNICATIONS:

| | | | |
|-----------------------|---|---|----------|
| | MANHOLE | HANDHOLE | |
| ABOVENET |  |  | — ABV — |
| ADELPHIA |  |  | — ADL — |
| ADESTA |  |  | — ADS — |
| ATT |  |  | — ATT — |
| CENTURYLINK |  |  | — CTLK — |
| COMCAST |  |  | — CMCT — |
| COMMUNICATION |  |  | — COM — |
| CROWN CASTLE |  |  | — CC — |
| MUNICIPALITY / UNKOWN |  |  | — FO — |
| IBT |  |  | — IBT — |
| KDL |  |  | — KDL — |
| LEVEL 3 |  |  | — LVL3 — |
| LIGHTOWER |  |  | — LTR — |
| LOOKING GLASS |  |  | — LGN — |
| MCI |  |  | — MCI — |
| METRONET |  |  | — MET — |
| MFN |  |  | — MFN — |
| MFS |  |  | — MFS — |
| NEXTEL |  |  | — NXT — |
| NEXTLINK |  |  | — NXL — |
| QWEST |  |  | — QST — |
| RCN |  |  | — RCN — |
| SBC |  |  | — SBC — |
| SIDERA |  |  | — SID — |
| SPRINT |  |  | — SPT — |
| SUNESYS |  |  | — SUN — |
| TELEPHONE |  |  | — TEL — |
| TELEPORT |  |  | — TCA — |
| UNICOM |  |  | — UTT — |
| VERIZON |  |  | — VZB — |
| VINAKOM |  |  | — VKM — |
| WINDSTREAM |  |  | — WNST — |
| WOW |  |  | — WOW — |
| XO |  |  | — XO — |
| ZAYO |  |  | — ZAYO — |

PROPOSED:

| | |
|------------------------|---|
| BORE PIT |  |
| MANHOLE |  |
| QUAZITE BOX / HANDHOLE |  |
| DIRECTIONAL BORE |  |
| TRENCH |  |

GENERAL:

| | |
|-------------------------|---|
| HANDICAP RAMP |  |
| PARKING PAY BOX / METER |  |
| SIGN |  |
| TREE |  |
| FENCE |  |
| RAILROAD TRACKS |  |
| RIGHT OF WAY |  |
| EDGE OF WATER |  |

ABBREVIATIONS:

| | |
|-------|---------------------------|
| ASPH | ASPHALT |
| AVE | AVENUE |
| BLDG | BUILDING |
| BLVD | BOULEVARD |
| BOC | BACK OF CURB |
| CL | CENTERLINE |
| CONC | CONCRETE |
| CWALK | CONCRETE SIDEWALK |
| EOP | EDGE OF PAVEMENT |
| HDPE | HIGH DENSITY POLYETHYLENE |
| PL | PROPERTY LINE |
| PVC | POLYVINYL CHLORIDE |
| RD | ROAD |
| ROW | RIGHT-OF-WAY |
| RTE | ROUTE |
| RR | RAILROAD |
| ST | STREET |

ENGINEER:



A NETWORK CONNEX COMPANY

5101 THATCHER RD.
DOWNERS GROVE, IL 60515
OFFICE 630.572.9999 • FAX 630.572.9998

CLIENT:



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GENEVA, IL 60134
OFFICE: 630.208.8655
FAX: 630.208.8659

CONTRACTOR:



1350 W WASHINGTON ST
WEST CHICAGO, IL 60185
OFFICE: 630.851.7751

TITLE:

PROPOSED FIBER OPTIC
CONDUIT INSTALLATION

3823 KARL MADSEN DR
ST. CHARLES, KANE COUNTY, IL
60175

PROJECT NUMBER: 2326-007-U01

DRAWN BY: JCS

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| 1 | 07/23/24 | UPDATE | JCS |
| | 06/26/24 | PERMIT | JCS |

REVISIONS

SHEET NUMBER

2

OF 16

GENERAL NOTES

GENERAL:

1. WORK IS BEING PERFORMED IN A HOSTILE ENVIRONMENT OF ENERGIZED / LIVE CABLES AND ACTIVE FACILITIES. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION. ANY LOSS OF SERVICE MAY RESULT IN FINES, PENALTIES AND / OR LOSS OF REVENUE.
2. WORK SHALL NOT COMMENCE UNTIL ALL REQUIRED PERMITS HAVE BEEN OBTAINED.
3. WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE APPLICABLE CODES OR REQUIREMENTS OF ANY REGULATING GOVERNMENTAL AGENCY, OR THE RIGHT-OF-WAY GRANTOR.
4. THE CONTRACTOR SHALL REVIEW THE PROJECT INCLUDING ALL DOCUMENTS (PLANS, SPECIFICATIONS, NOTES, TERMS, ETC.). ANY QUESTIONS OR CONCERNS SHALL BE DISCUSSED WITH THE OWNER, OWNER'S REPRESENTATIVES AND THE ENGINEER PRIOR TO CONSTRUCTION.
5. THE RIGHTS-OF-WAY SHOWN WERE OBTAINED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS AND ARE NOT GUARANTEED. THE CONTRACTOR SHALL VERIFY EXISTING RIGHTS-OF-WAY TO ENSURE PROPOSED WORK IS WITHIN THESE RIGHTS-OF-WAY AND DOES NOT INFRINGE INTO PRIVATE PROPERTY.
6. THE SCALE SHOWN ON THE DRAWING IS FOR INFORMATION ONLY. DIMENSIONS SHALL BE USED AS SHOWN.
7. THE ENGINEER WILL NOT BE HELD ACCOUNTABLE, NOR ASSUME LIABILITY FOR NEGLIGENT ACTS, OR ERRORS OR OMISSIONS OF THE CONTRACTOR OR ANY SUBCONTRACTOR PERFORMING WORK ON THE PROJECT.

SAFETY:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR OWN SAFETY PROGRAM.
2. THE CONTRACTOR SHALL TAKE ALL NECESSARY SAFETY PRECAUTIONS TO PROTECT THE PUBLIC AT ALL TIMES.
3. ALL WORK SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS.
4. NOTHING IN THESE NOTES OR PLANS SHALL RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT; INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO WORKING HOURS.

TRAFFIC CONTROL:

1. THE CONTRACTOR SHALL ADHERE TO ALL TRAFFIC CONTROL STANDARDS OF ANY REGULATING GOVERNMENTAL AGENCY, OR THE RIGHT-OF-WAY GRANTOR. AT A MINIMUM, TRAFFIC CONTROL SHALL BE SETUP ACCORDING TO THE LATEST REVISIONS OF THE FEDERAL HIGHWAY ADMINISTRATION'S MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS WELL AS THE STATE'S DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR ROAD / HIGHWAY CONSTRUCTION.
2. EXISTING ROADWAYS SHALL NOT BE CLOSED TO TRAFFIC UNLESS APPROVED BY THE REGULATING GOVERNMENTAL AGENCY. ACCESS TO PRIVATE PROPERTY SHALL BE MAINTAINED.
3. THE CONTRACTOR SHALL PROVIDE ALL SIGNAGE, BARRICADES, WARNING LIGHTS AND OTHER DEVICES AND KEEP THESE OPERATIONAL FOR ALL LOCATIONS THAT DO NOT HAVE A FINISHED SURFACE.
4. ALL PAVEMENT OPENINGS SHALL BE COVERED WITH STEEL PLATES OR TEMPORARILY BACKFILLED AND SURFACED AFTER WORK HOURS.

EXISTING UTILITIES:

1. THE EXISTING CONDITIONS SHOWN WERE OBTAINED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS, WITHOUT EXCAVATION AND ARE NOT GUARANTEED. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER.
2. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY. LOCATES SHALL BE REFRESHED AS REQUIRED DURING CONSTRUCTION ACTIVITIES.
3. ALL WORK WITHIN 18 INCHES (18") OF EXISTING UTILITIES (OR LOCATE MARK) SHALL BE PERFORMED BY HAND.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES CAUSED BY THEIR OPERATIONS. ANY DAMAGE SHALL BE RESTORED / REPLACED, AT NO ADDITIONAL EXPENSE TO THE OWNER, ANY DAMAGE DONE BY CONSTRUCTION ACTIVITIES.
5. UTILITY SERVICES **ARE NOT SHOWN ON THE PLANS**. THE CONTRACTOR SHALL VERIFY UTILITY SERVICES PRIOR TO CONSTRUCTION AND ENSURE THE OPERATION OF THESE SERVICES ARE CONTINUOUS DURING CONSTRUCTION. IF DAMAGED, THE UTILITY SERVICE SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
6. TRAFFIC CONTROL LOOPS / SENSORS **ARE NOT SHOWN ON THE PLANS**. THE CONTRACTOR SHALL AVOID ALL TRAFFIC CONTROL LOOPS / SENSORS. IF DAMAGED, THE LOOPS / SENSORS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

UTILITY CROSSINGS:

1. ALL KNOWN OBSTRUCTIONS ARE SHOWN ON THE CONSTRUCTION DRAWINGS. ANY AND ALL OTHER OBSTRUCTIONS ENCOUNTERED ARE ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, PROTECT, OR REPAIR, IF DAMAGED.
2. THE CONTRACTOR SHALL VERIFY ALL UTILITY CROSSINGS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER. POTENTIAL OBSTRUCTIONS DUE TO ANY DISCREPANCY SHALL BE DISCUSSED WITH THE ENGINEER PRIOR TO CONSTRUCTION.
3. ALL EXISTING UTILITIES BEING CROSSED SHALL BE EXPOSED, VERIFYING THE LOCATION AND ELEVATION, PRIOR TO CROSSING THE UTILITY. THE CONTRACTOR SHALL COORDINATE THE UTILITY EXPOSURE WITH THE UTILITY OWNER.

CONSTRUCTION:

1. ALL MATERIALS INSTALLED AS A PART OF THIS PROJECT SHALL BE IN CONFORMANCE WITH THE NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION (NEMA) AS WELL AS THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI). ALL MATERIALS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AS WELL AS NEMA AND ANSI STANDARDS.
2. THE CONTRACTOR SHALL ENSURE THE INSTALLATION IS A STRUCTURALLY SOUND, CONTINUOUS ROUTE FOR THE INSTALLATION OF A FIBER OPTIC CABLE.
3. NO EQUIPMENT OR MATERIALS SHALL BE STORED IN THE ROADWAY, UNLESS THE CONTRACTOR RECEIVES PERMISSION FROM THE REGULATING GOVERNMENTAL AGENCY, OR THE RIGHT-OF-WAY GRANTOR.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ANY UNSUITABLE MATERIAL FROM THEIR OPERATION. FURNISHING AND COMPACTING SUITABLE REPLACEMENT BACKFILL MATERIAL SHALL BE IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS.
5. EXCAVATION LIMITS SHOWN ARE GRAPHICAL REPRESENTATIONS ONLY AND DO NOT REPRESENT ACTUAL EXCAVATION LIMITS OR SAFE TRENCH CONDITIONS NECESSARY TO COMPLETE THE WORK. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING THE TRENCH LIMITS NEEDED FOR THE WORK AND CONFORMANCE WITH THE LOCAL, STATE, AND FEDERAL CODES (INCLUDING OSHA) GOVERNING SHORING, SHEETING, AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR PROTECTION AND SAFETY OF WORKERS AND OTHER CONSTRUCTION RELATED PERSONNEL. PROVIDE SHORING, SHEETING, AND BRACING AS REQUIRED TO PROTECT EXISTING FACILITIES AND WHERE SPECIFICALLY INDICATED ON THE DRAWINGS.
6. THE CONTRACTOR SHALL REFER TO THE OWNER'S OUTSIDE PLANT INSTALLATION SPECIFICATIONS. THE OWNER'S SPECIFICATION'S WILL SUPERSEDE ANY CONSTRUCTION NOTES BELOW.
7. ALL BURIED CONDUIT SHALL BE PLACED AT A MINIMUM OF 36 INCHES (36") COVER, UNLESS OTHERWISE SPECIFIED OR NOTED ON THE PLANS. IF MINIMUM COVER IS NOT ABLE TO BE MET, ADDITIONAL PROTECTION IS REQUIRED.
8. ALL CONDUIT BENDS GREATER THAN 45 DEGREES (45") SHALL BE A MAXIMUM RADIUS OF 36 INCHES (36"), UNLESS OTHERWISE SPECIFIED OR NOTED ON THE PLANS. ALL SPLIT CONDUIT AND PVC BENDS SHALL BE CONCRETE ENCASED, UNLESS OTHERWISE SPECIFIED OR NOTED ON THE PLANS.
9. ALL VACANT CONDUITS SHALL BE PLUGGED TO PREVENT DAMAGE.
10. ALL HANDHOLES SHALL BE INSTALLED ON A COMPACTED GRAVEL BASE WITH A MINIMUM OF SIX INCHES (6") THICK. A GROUND ROD SHALL BE PLACED, LEAVING A MINIMUM OF THREE INCHES (3") ABOVE THE GRAVEL BASE.
11. TRACER WIRE SHALL BE INSTALLED AT THE SAME TIME AS THE CONDUIT, OUTSIDE OF THE DUCT UNLESS OTHERWISE SPECIFIED OR NOTED ON THE PLANS, OR AS DIRECTED BY THE OWNER.
12. ANY FINES, CITATIONS, PENALTIES, ETC. RELATED TO THE CONTRACTOR'S WORK ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR TO RECTIFY.

RESTORATION:

1. ALL TEMPORARY PATCHING SHALL BE REPLACED IN A TIMELY MANNER WITH THE REGULATING GOVERNMENTAL AGENCY OR THE RIGHT-OF-WAY GRANTOR APPROVED FINAL RESTORATION METHODS.
2. ALL DISTURBED AREAS OF THE CONDUIT INSTALLATION, SUCH AS, PAVEMENT, CURBS, GUTTERS, WALKS, DRAINAGE DITCHES, EMBANKMENTS, SHRUBS, TREES, GRASS, SOD, ETC. SHALL BE RESTORED TO PRE-EXISTING CONDITIONS OR BETTER. THIS INCLUDES THE REINSTALLATION OF ANY FIXTURES, SUCH AS MAILBOXES, SIGNS, PLANTERS, ETC.
3. ALL INFRASTRUCTURE, FACILITIES OR PROPERTY DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION, AND IN ACCORDANCE WITH ANY REGULATING GOVERNMENTAL AGENCY'S STANDARDS.

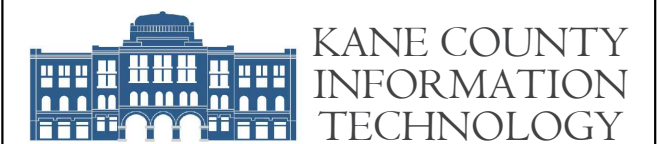
ENGINEER:



A NETWORK CONNEX COMPANY

5101 THATCHER RD.
DOWNERS GROVE, IL 60515
OFFICE 630.572.9999 • FAX 630.572.9998

CLIENT:



719 S. BATAVIA AVE.
GENEVA, IL 60134
OFFICE: 630.208.8655
FAX: 630.208.8659

CONTRACTOR:



1350 W WASHINGTON ST
WEST CHICAGO, IL 60185
OFFICE: 630.851.7751

TITLE:

PROPOSED FIBER OPTIC
CONDUIT INSTALLATION

3823 KARL MADSEN DR
ST. CHARLES, KANE COUNTY, IL
60175

PROJECT NUMBER: 2326-007-U01

DRAWN BY: JCS

DATE DRAWN: 06/26/24

| NO. | DATE | DESCRIPTION | BY |
|-----|----------|--------------------|-----|
| 2 | 08/28/24 | GENEVA/KANE COUNTY | SJP |
| 1 | 07/23/24 | UPDATE | JCS |
| | 06/26/24 | PERMIT | JCS |

REVISIONS

SHEET NUMBER

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OF 16

GENERAL NOTES

KDOT CONSTRUCTION NOTES:

1. **NO OPEN CUT** shall be permitted of any County Highway or other paved surface within the right-of-way of any County Highway without the prior written permission from the Kane County Engineer.
2. **NO LANE CLOSURE(S)** either full or partial shall be permitted. However, a single shoulder closure will be permitted provided that all IDOT/KDOT standards are met or exceeded and the written permission is obtained from KDOT.
3. All aerial crossings shall maintain a minimum vertical-line clearance of 20' over the roadway.
4. No equipment that has less than 10 feet of ground clearance will be mounted to any utility or other pole. Guy wires shall be equipped with guy guards for maximum visibility up to an elevation of 10 feet above ground level.
5. All underground crossings shall be at 90 degrees to the roadway center line, in a conduit of a diameter of a minimum of 4 inches and shall be placed at a depth of not less than 60 inches below the bottom of the adjacent drainage ditch lines.
6. All underground cable installations (telecommunications and electric) shall be placed in a conduit of a diameter of a minimum of 4 inches, and all underground installations shall have a minimum of 42 inches of cover.
7. Any open excavation under pavement, within 2 feet of pavement, or within 2 feet of back of curb will be backfilled with an approved CLSM material to subgrade of pavement, then restored to original condition. The PERMITTEE shall notify KDOT at least one working day prior, for inspection during the placement of the material. Any "potholing" of pavement in the County right of way shall require written consent from KDOT. The excavation shall be repaired per the Kane County Division of Transportation Repair Detail for All Buried Pipe and Utilities Under Pavement detail. All restoration shall require KDOT staff on site to inspect materials.
8. All of the Permittee's agents and workers and those of the Permittee's agents shall when within and on the right-of-way of a County Highway be required to, and shall wear high-visibility safety apparel (ANSI Class 2 or 3) per FHWA 23 CFR Part 634.
9. Any CONTRACTOR or SUBCONTRACTOR working within the County Right of Way MUST be listed by the Utility Owner on this permit. Failure to include any contractor may result in a Stop-Work Order and suspension of the Permit and/or Violation Fees assessed to the Utility.
10. Before you dig-Call JULIE 811!

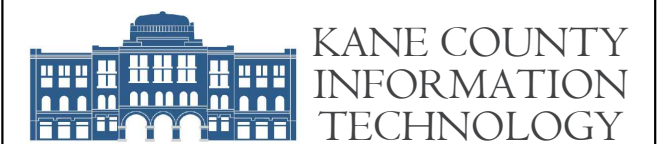
ENGINEER:



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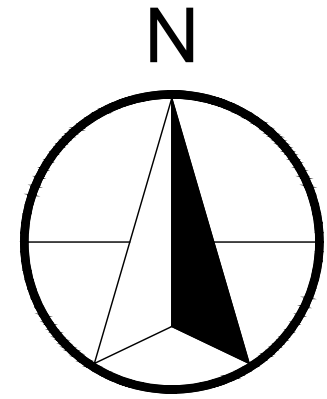
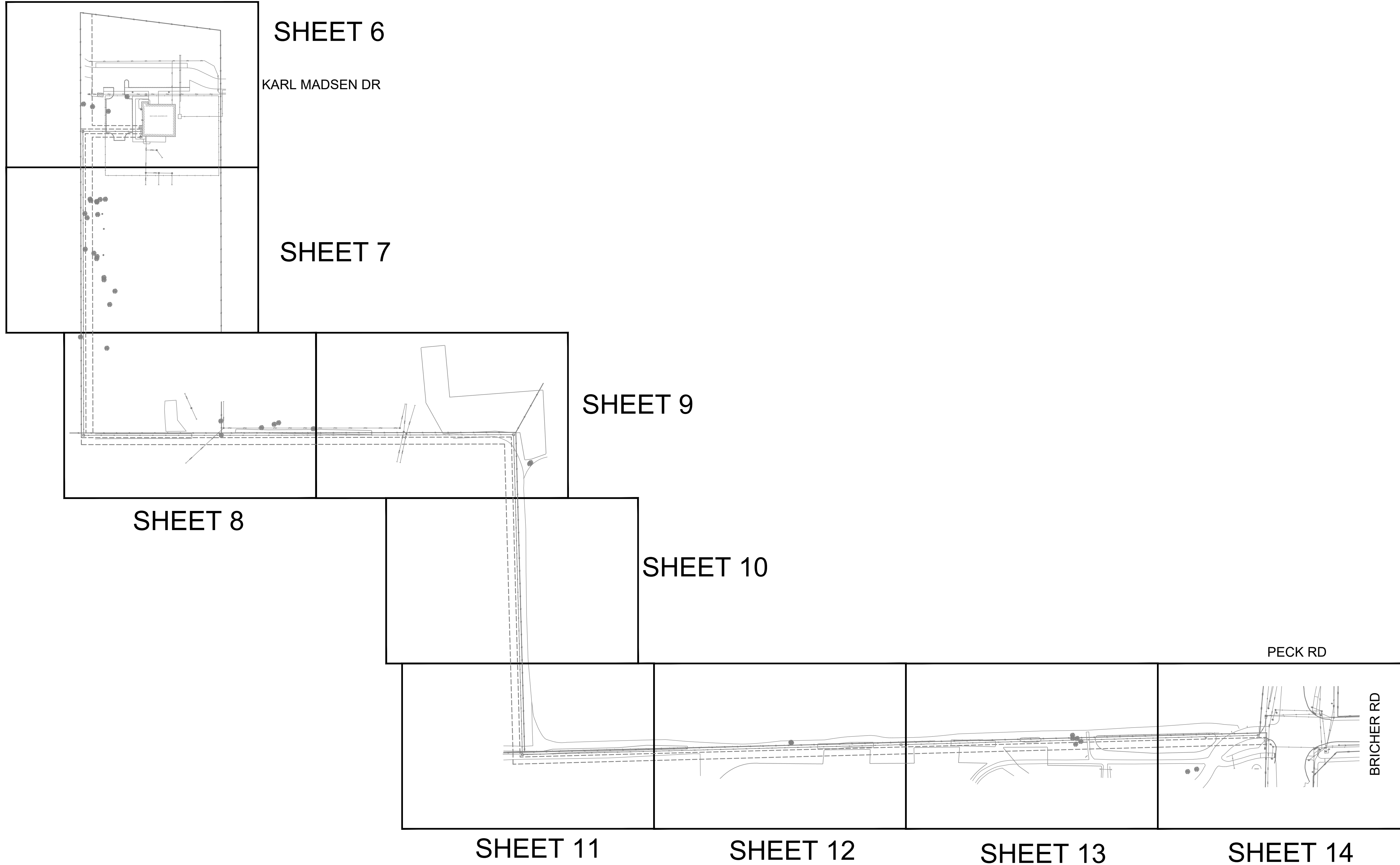
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SHEET NUMBER

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OF 16

OVERVIEW



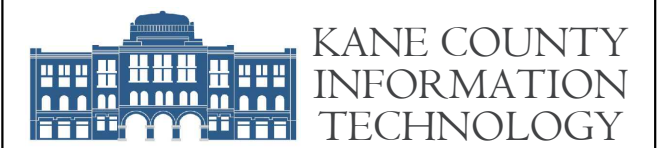
ENGINEER:



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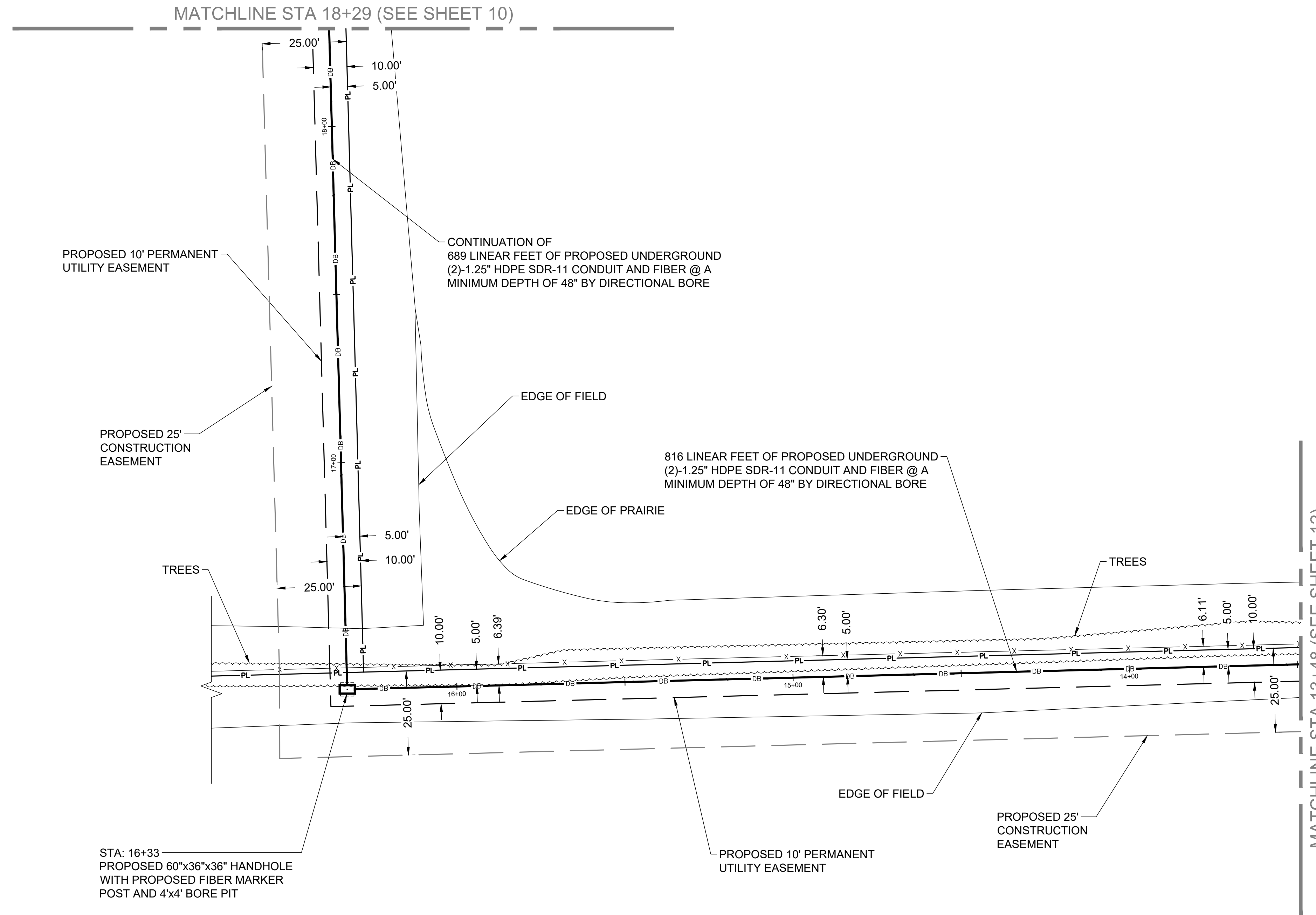
REVISIONS

SHEET NUMBER

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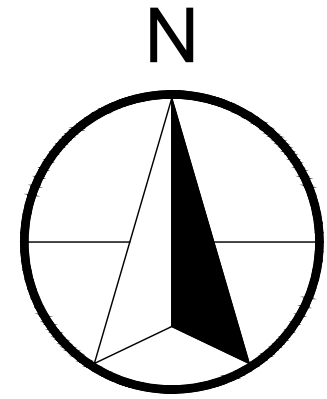
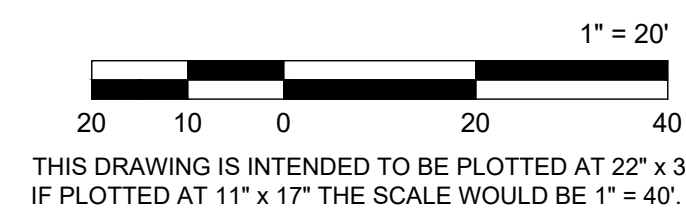
OF 16

PLAN VIEW



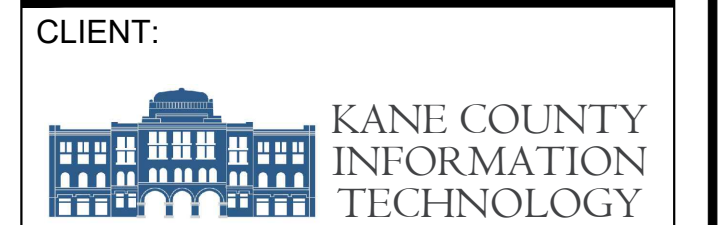
STA: 16+33
 PROPOSED 60"x36"x36" HANDHOLE
 WITH PROPOSED FIBER MARKER
 POST AND 4'x4' BORE PIT

CONSTRUCTION NOTES:
 THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
 CONTRACTOR SHALL MAINTAIN 18" MINIMUM CLEARANCE WHEN CROSSING ALL EXISTING UTILITIES INCLUDING CLAY DRAIN TILES.



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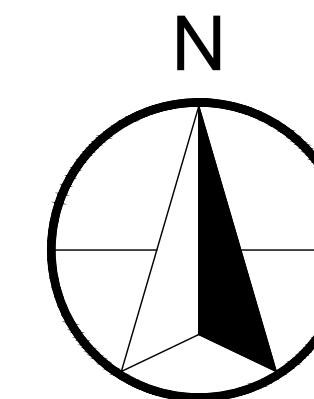
REVISIONS

SHEET NUMBER

11

OF 16

PLAN VIEW



ENGINEER:

 A NETWORK CONNEX COMPANY
 5101 THATCHER RD.
 DOWNERS GROVE, IL 60515
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CLIENT:

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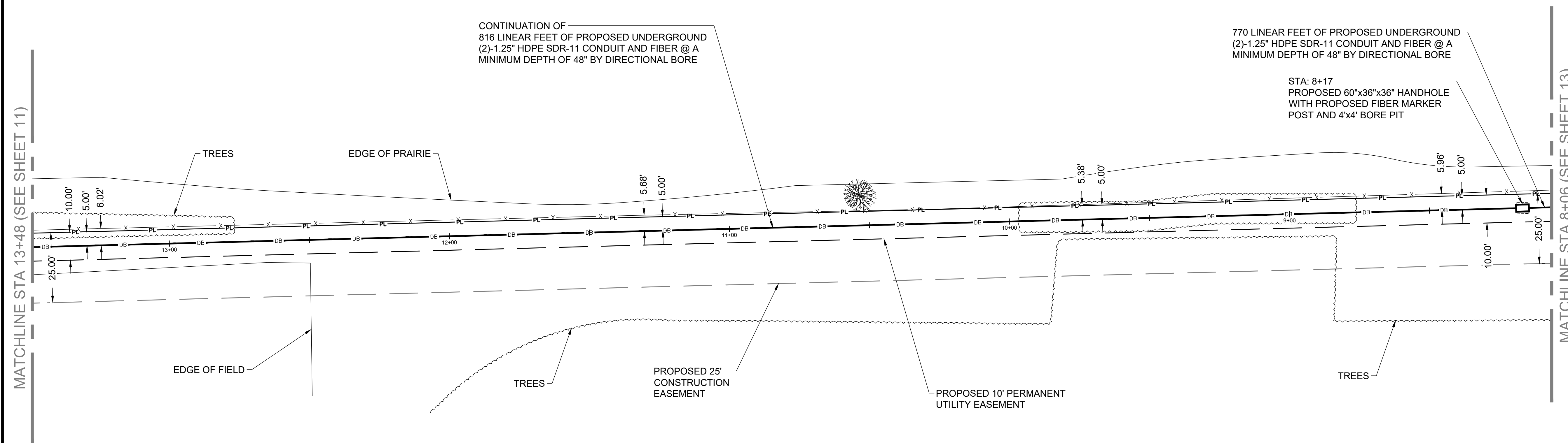
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REVISIONS

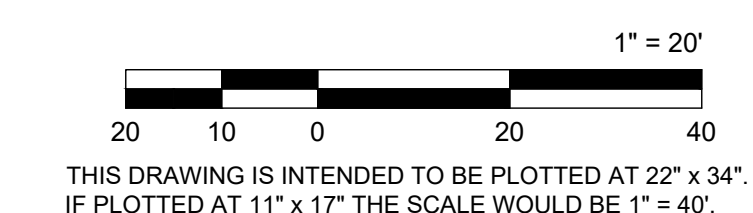
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12

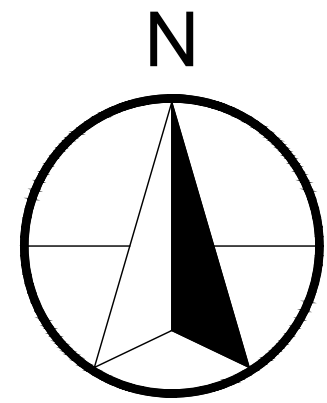
OF 16



CONSTRUCTION NOTES:
 THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
 CONTRACTOR SHALL MAINTAIN 18\"/>



PLAN VIEW



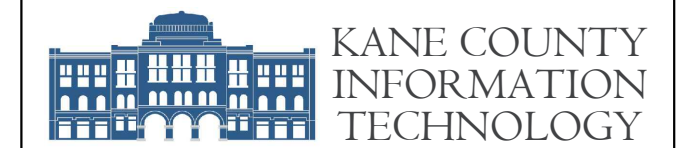
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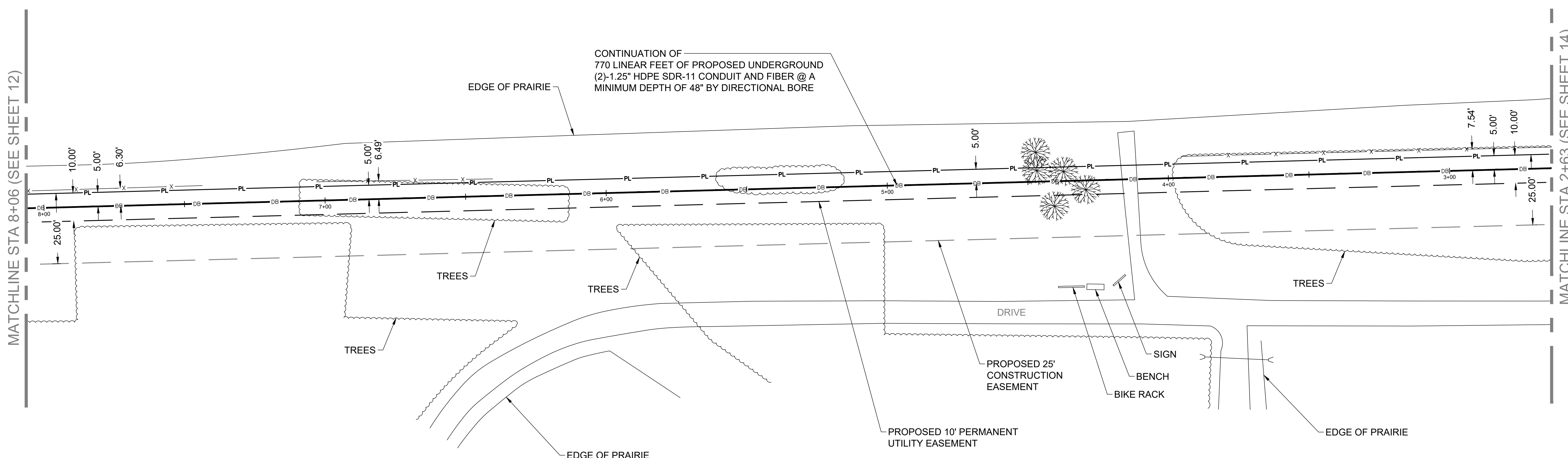
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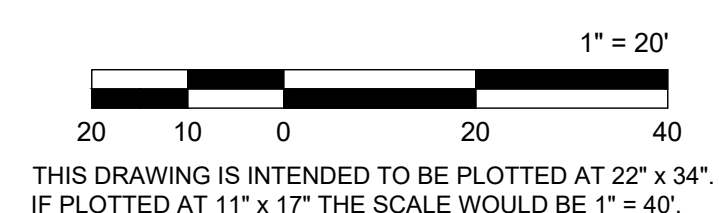


MATCHLINE STA 8+06 (SEE SHEET 12)

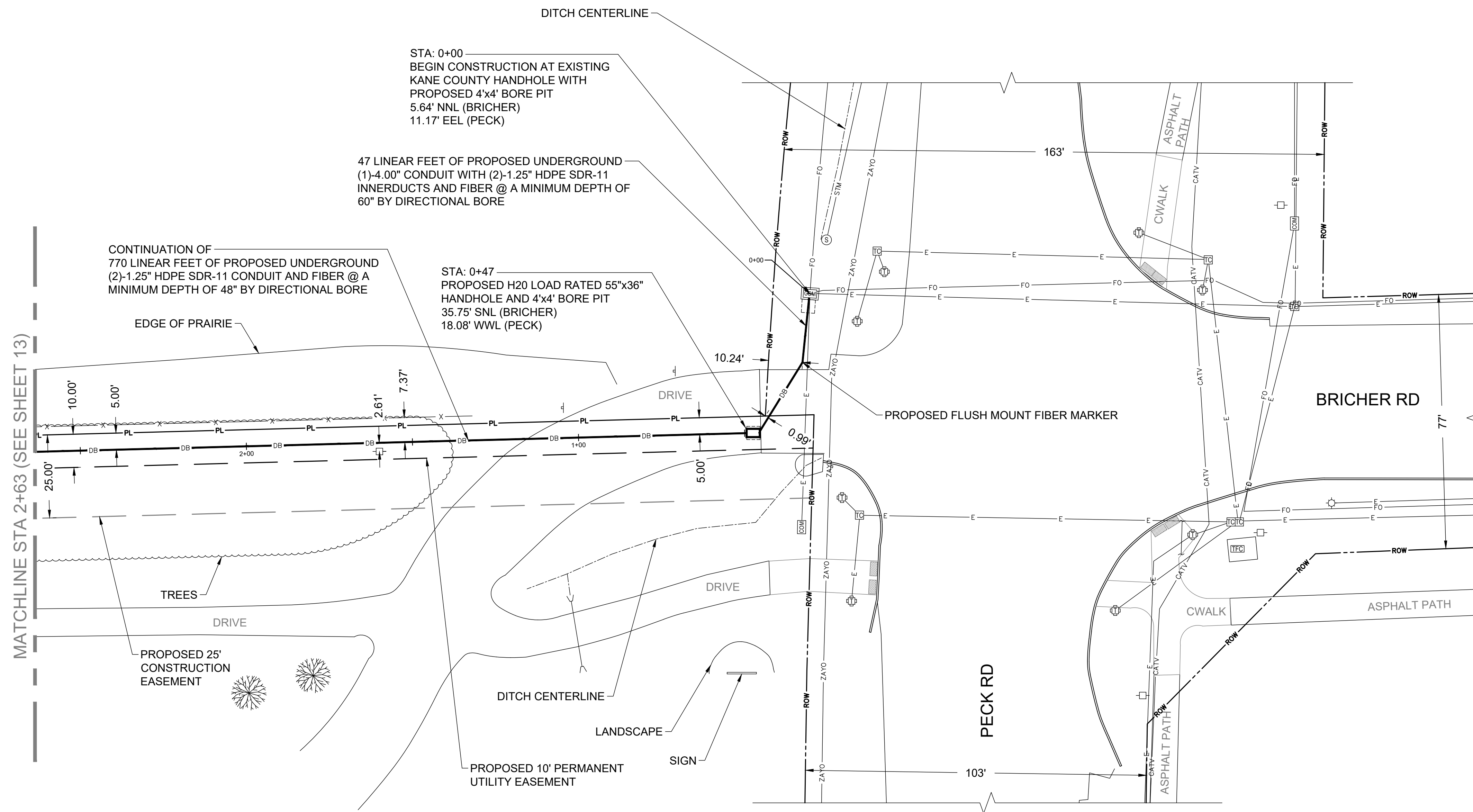
MATCHLINE STA 2+63 (SEE SHEET 14)

CONTINUATION OF
770 LINEAR FEET OF PROPOSED UNDERGROUND
(2)-1.25" HDPE SDR-11 CONDUIT AND FIBER @ A
MINIMUM DEPTH OF 48" BY DIRECTIONAL BORE

CONSTRUCTION NOTES:
THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR
TO CONSTRUCTION.
CONTRACTOR SHALL MAINTAIN 18" MINIMUM CLEARANCE WHEN
CROSSING ALL EXISTING UTILITIES INCLUDING CLAY DRAIN TILES.

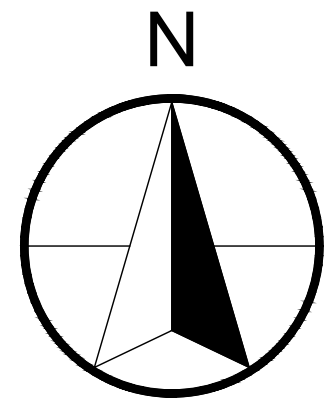
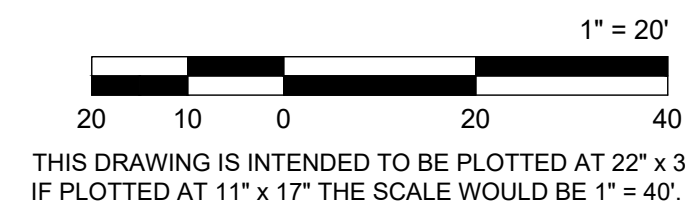


PLAN VIEW



MATCHLINE STA 2+63 (SEE SHEET 13)

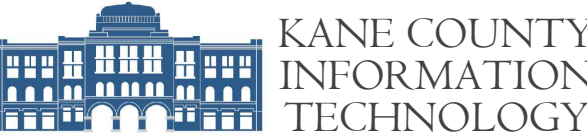
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ENGINEER:


A NETWORK CONNEX COMPANY

5101 THATCHER RD.
 DOWNERS GROVE, IL 60515
 OFFICE 630.572.9999 • FAX 630.572.9998

CLIENT:
 KANE COUNTY
 INFORMATION
 TECHNOLOGY

719 S. BATAVIA AVE.
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 OFFICE: 630.208.8655
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CONTRACTOR:


1350 W WASHINGTON ST
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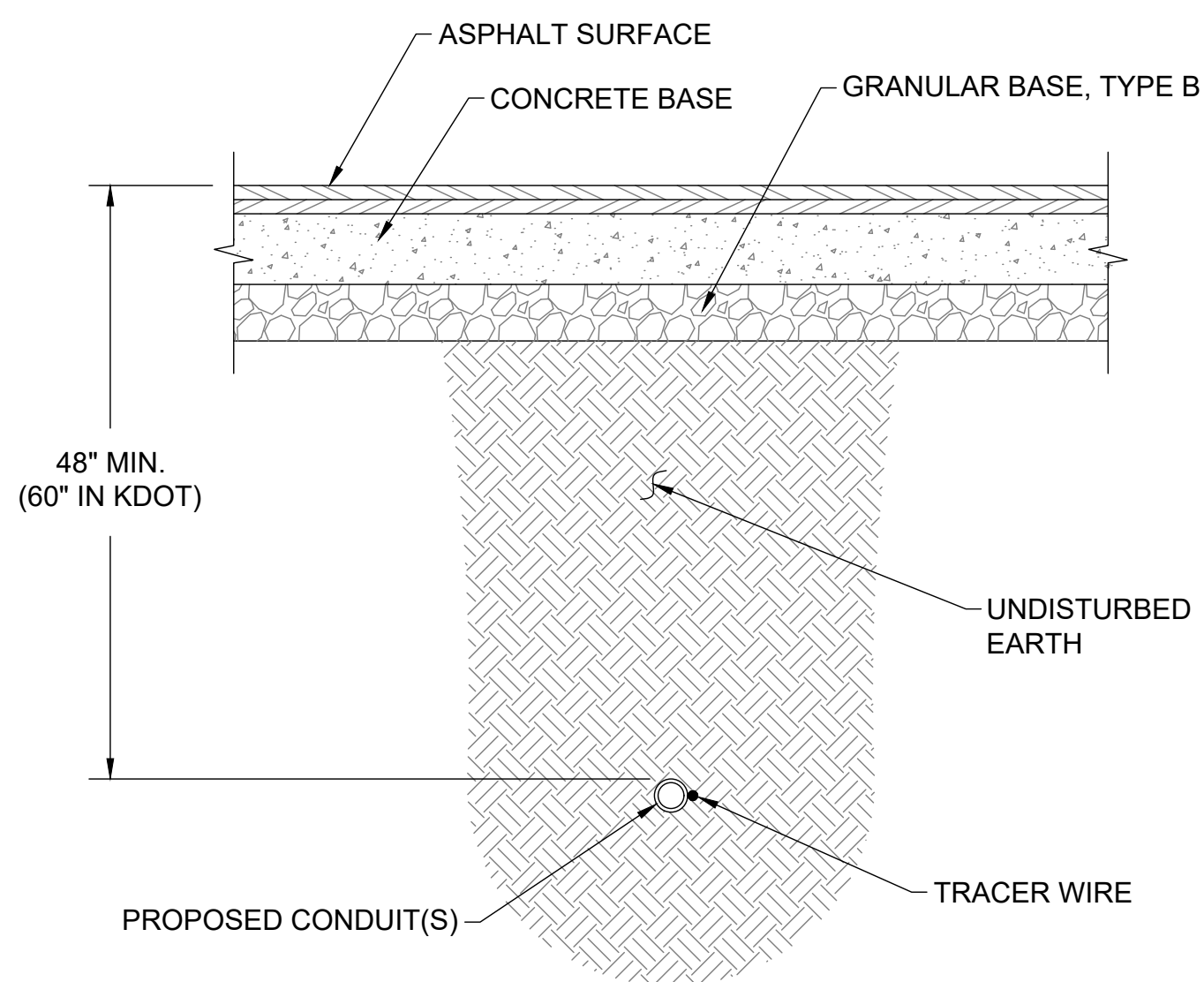
REVISIONS

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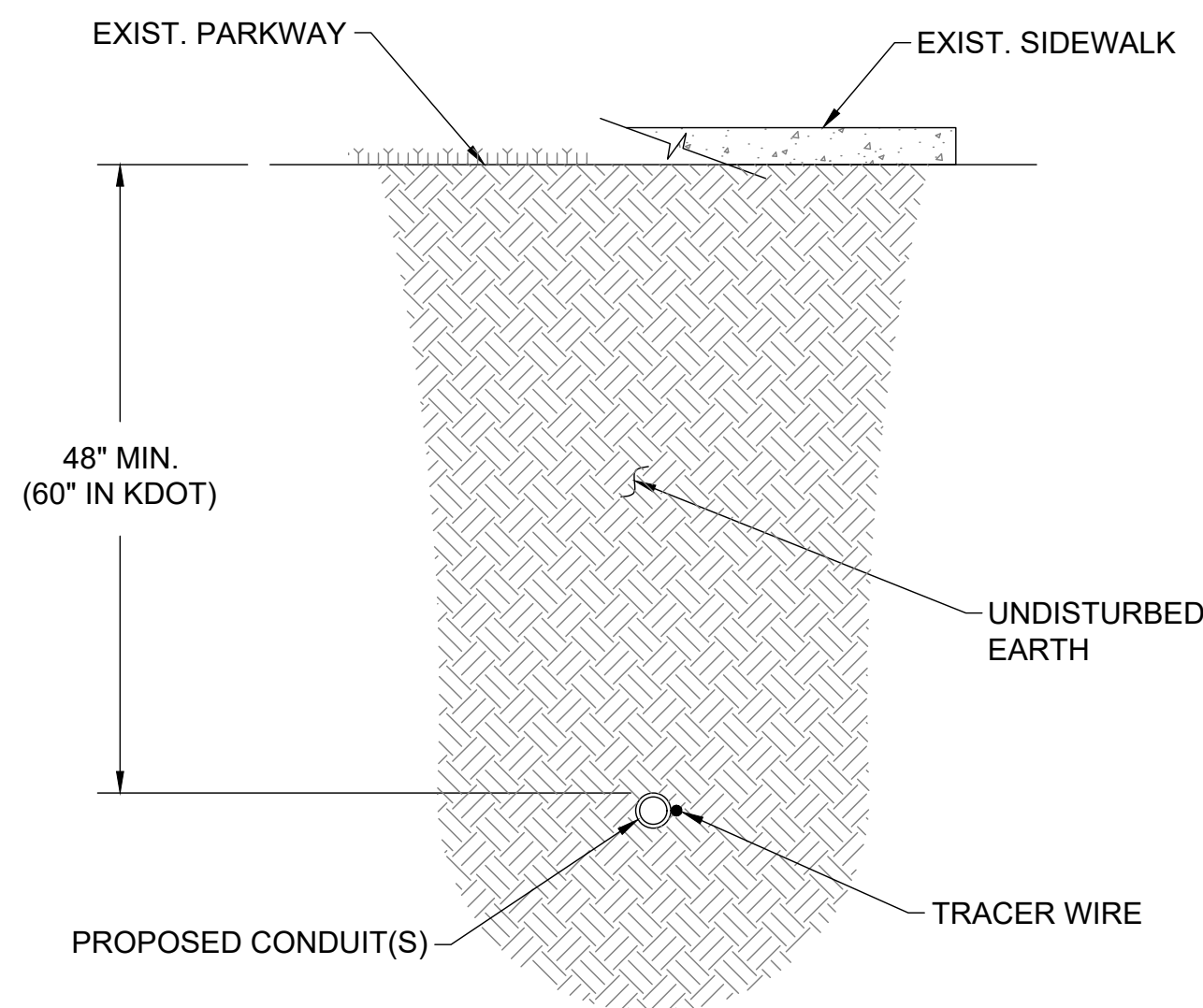
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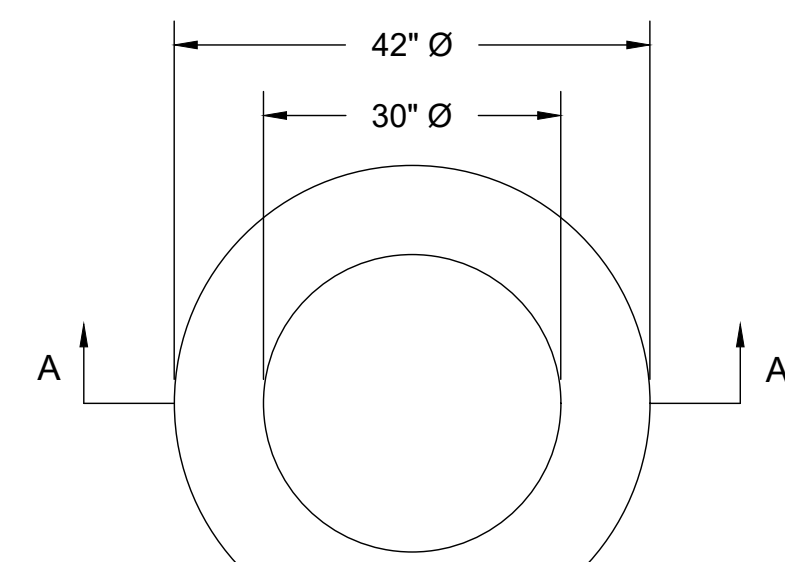
STANDARD CONSTRUCTION DETAILS



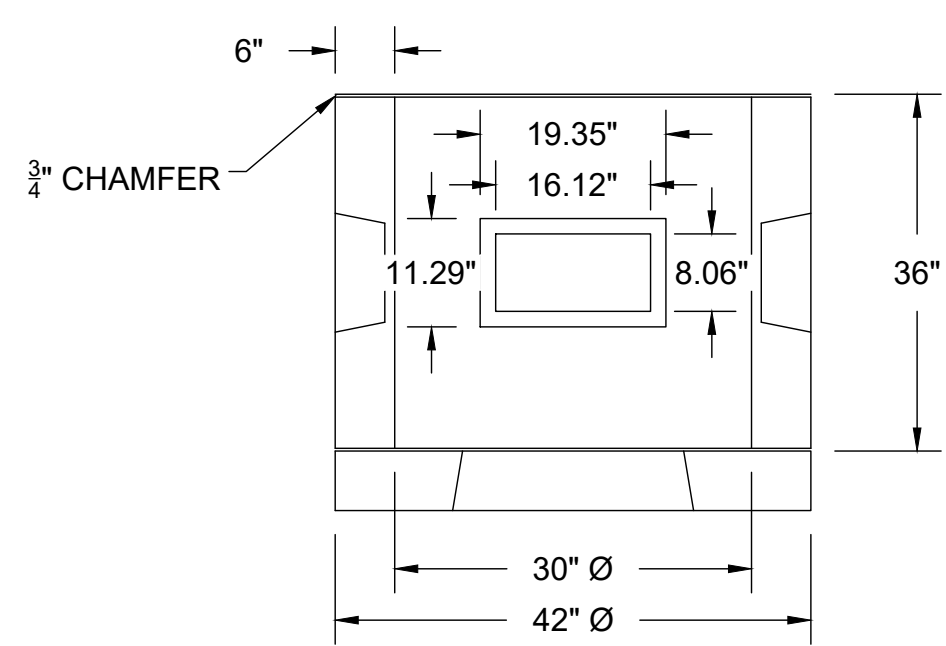
TYPICAL BORE CROSS SECTION
(ROADWAY)
NOT TO SCALE



TYPICAL BORE CROSS SECTION
(SIDEWALK/PARKWAY)
NOT TO SCALE

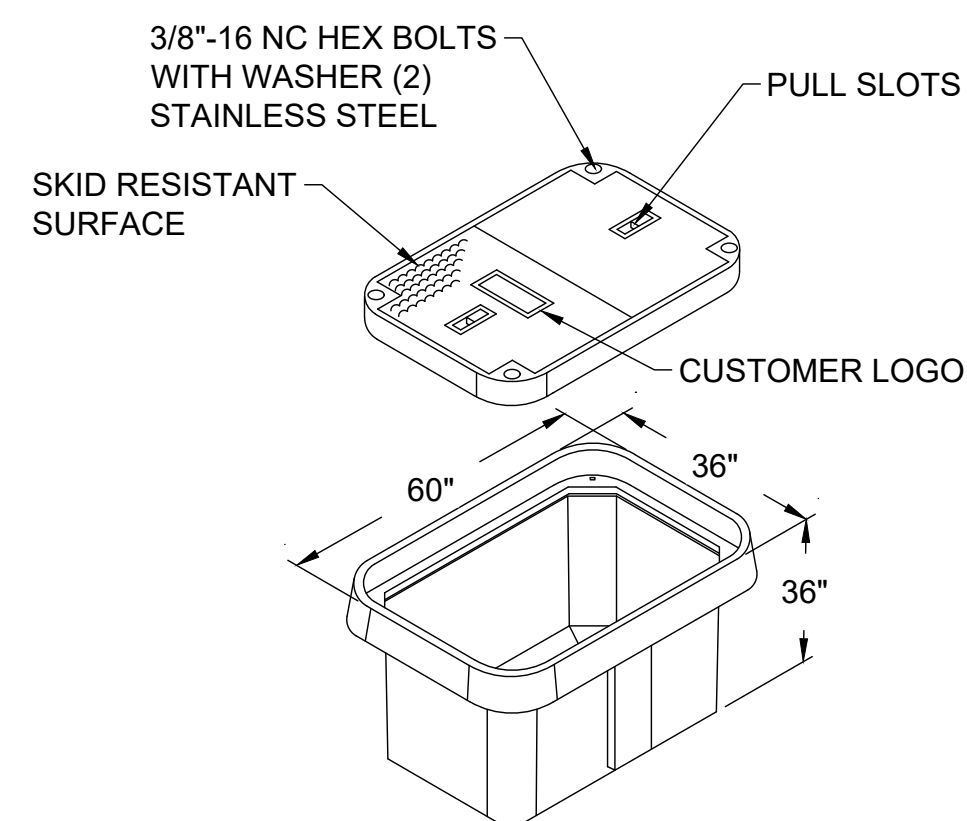


PLAN VIEW

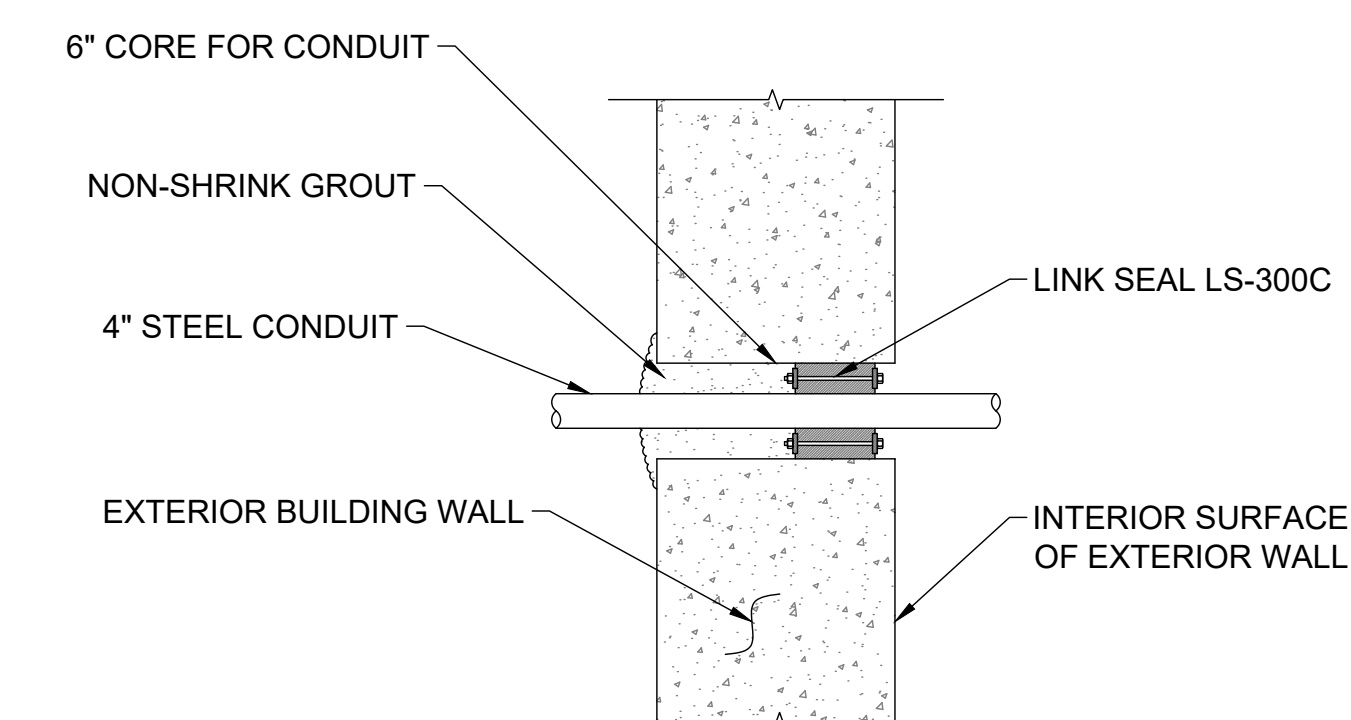


SECTION A-A

30" Ø MANHOLE
NOT TO SCALE



TYPICAL HANDHOLE (ISO VIEW)
NOT TO SCALE



BUILDING WALL CORE
NOT TO SCALE

RhinoDome™ Marker Post Fact Sheet

Part# RDR

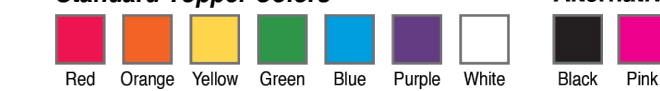


For the fans of dome-style marker posts, we have you covered. What makes our RhinoDome™ exceptional is its durability and overall visibility. The graphics are hot-stamped directly into the post, ensuring the warning message will remain visible throughout the entire lifespan of the marker. The topper can be retrofit on to faded or outdated markers.

Description:

- Standard lengths: 66" | 72" | 78" | 84" | 90" | 96"
- 3.5" outside diameter
- 21" dome topper
- 10" anchor tube for locking the post into the ground
- 18" bury-depth decal included
- Made with RhinoPoly® – our proprietary blend of thermoplastics
- Performs in temperatures ranging from -40 to +150°F
- The round design of the RhinoDome™ is great for overall visibility
- Standard one-color hot-stamped graphic on two locations
- Designed for 10+ years of outdoor use with our 10-year warranty

Standard Topper Colors



Alternative Topper Colors (Call for details)

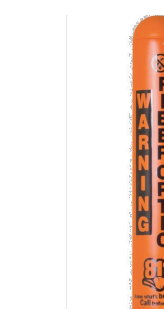


Standard Post Colors

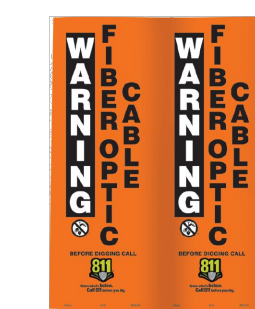


Installation Video

Options & Add-Ons



RhinoDome Topper Used to retrofit faded/outdated posts
Part# RDR



RhinoDome Wrap™ Used to retrofit faded/outdated posts
Part# RDG



RhinoMarkers.com | 1-800-522-4343

Effective: 11-16-2021
RhinoDome_Fact_Sheet

ENGINEER:



A NETWORK CONNEX COMPANY

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OF 16

STANDARD CONSTRUCTION DETAILS

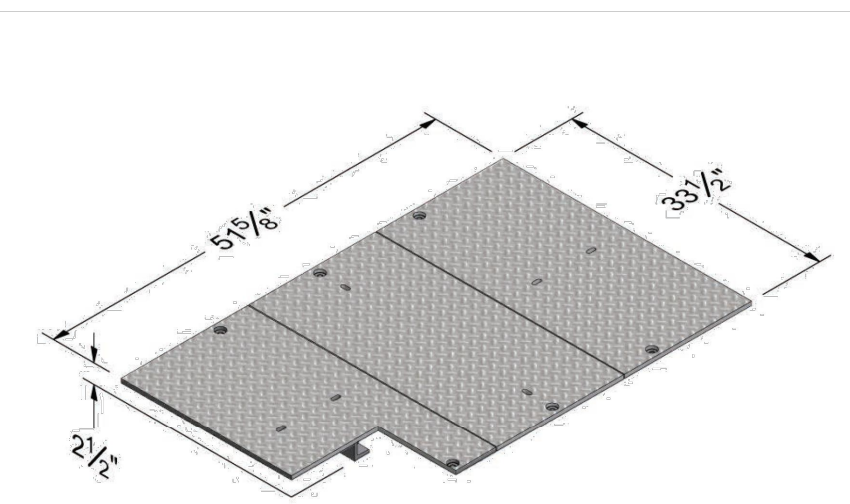
B3048

CHRISTY®

COVER

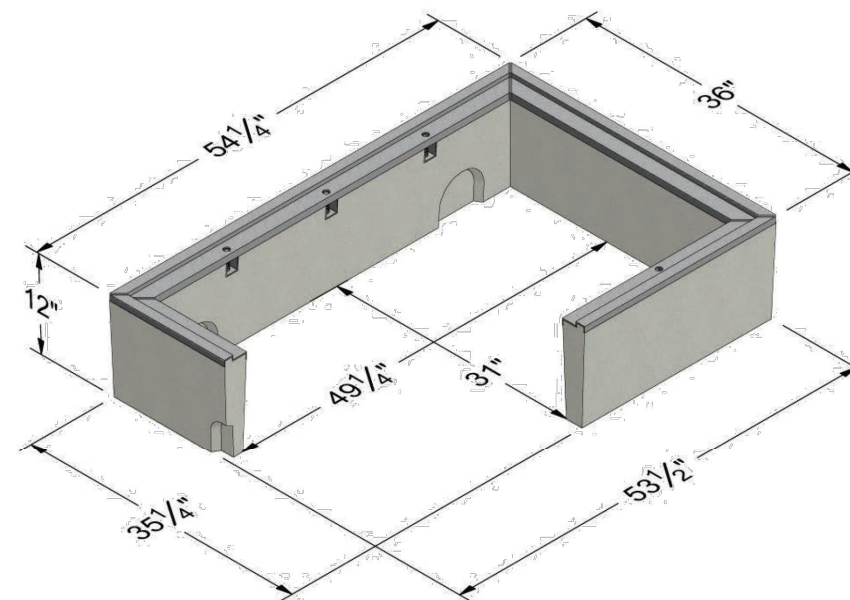
Style: Flush (3 Piece)
 Material: Steel Checker Plate
 Model: 33" x 52" (3 Piece Lid)
 Weight: 300 lbs
 Options: Special Markings
 Surface: Skid Resistant & Marked*
 Coefficient of Friction: >0.6 ASTM 1028
 Performance: H20, AASHTO

Cover comes standard with permanent markings for manufacturer, load rating, model size and manufacturing location.



BODY

Material: Reinforced Concrete with Steel Frame
 Model: 36" x 55"
 Weight: 434 lbs
 Wall Type: Straight
 Mouseholes: 0
 Performance: H20, AASHTO



COVER OPTIONS

Bolt Down Locking
 Galvanizing
 EMS Marker

LOAD RATING / NOTES

TRAFFIC RATED
 AASHTO H20

Actual load rating is determined by the box and cover combination.

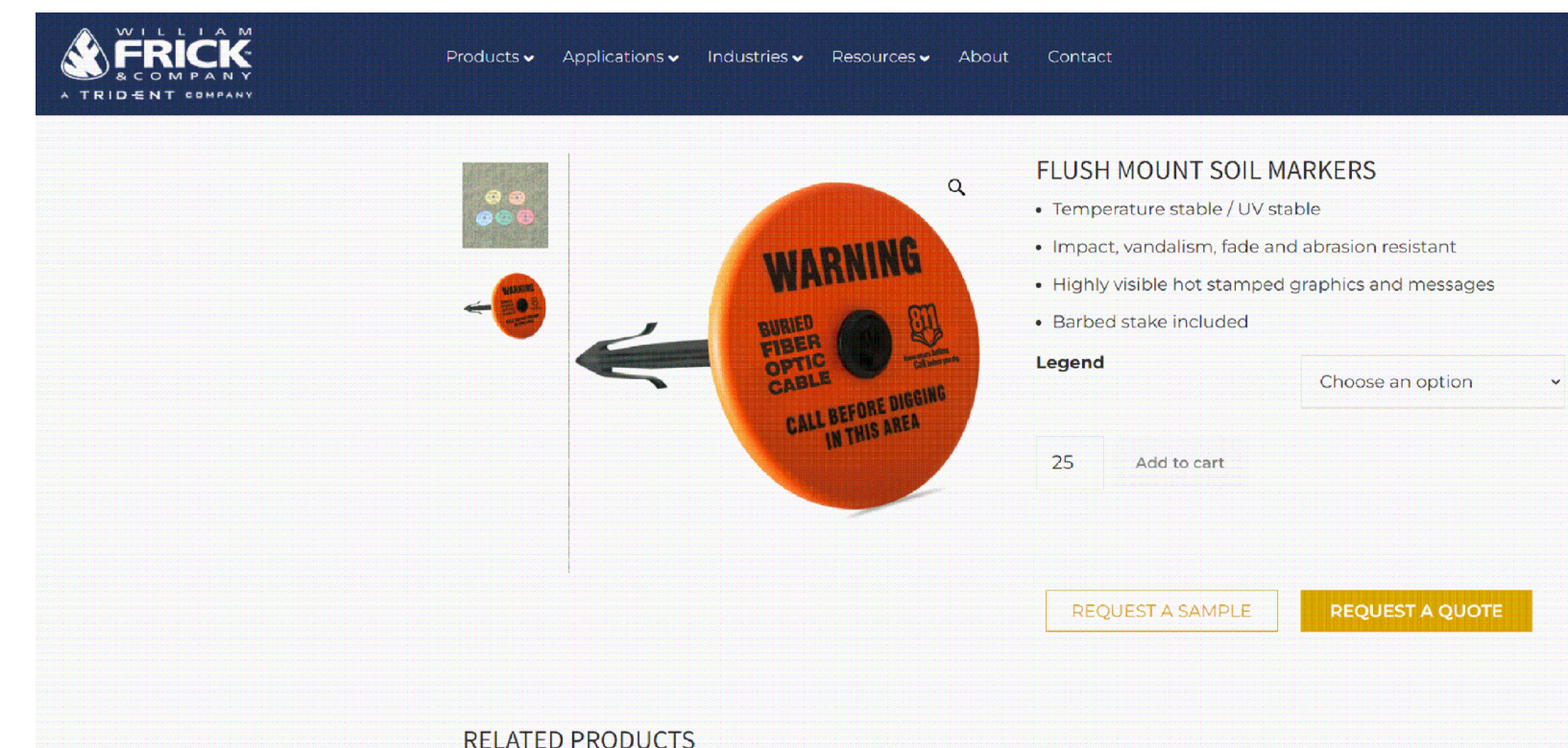
WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

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Revision 05/05/21
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 A CRH COMPANY

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A NETWORK CONNEX COMPANY

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CLIENT:



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 GENEVA, IL 60134
 OFFICE: 630.208.8655
 FAX: 630.208.8659

CONTRACTOR:



1350 W WASHINGTON ST
 WEST CHICAGO, IL 60185
 OFFICE: 630.851.7751

TITLE:

PROPOSED FIBER OPTIC
 CONDUIT INSTALLATION

3823 KARL MADSEN DR
 ST. CHARLES, KANE COUNTY, IL
 60175

PROJECT NUMBER: 2326-007-U01

DRAWN BY: JCS

DATE DRAWN: 06/26/24

| NO. | DATE | DESCRIPTION | BY |
|-----|----------|--------------------|-----|
| 2 | 08/28/24 | GENEVA/KANE COUNTY | SJP |
| 1 | 07/23/24 | UPDATE | JCS |
| | 06/26/24 | PERMIT | JCS |

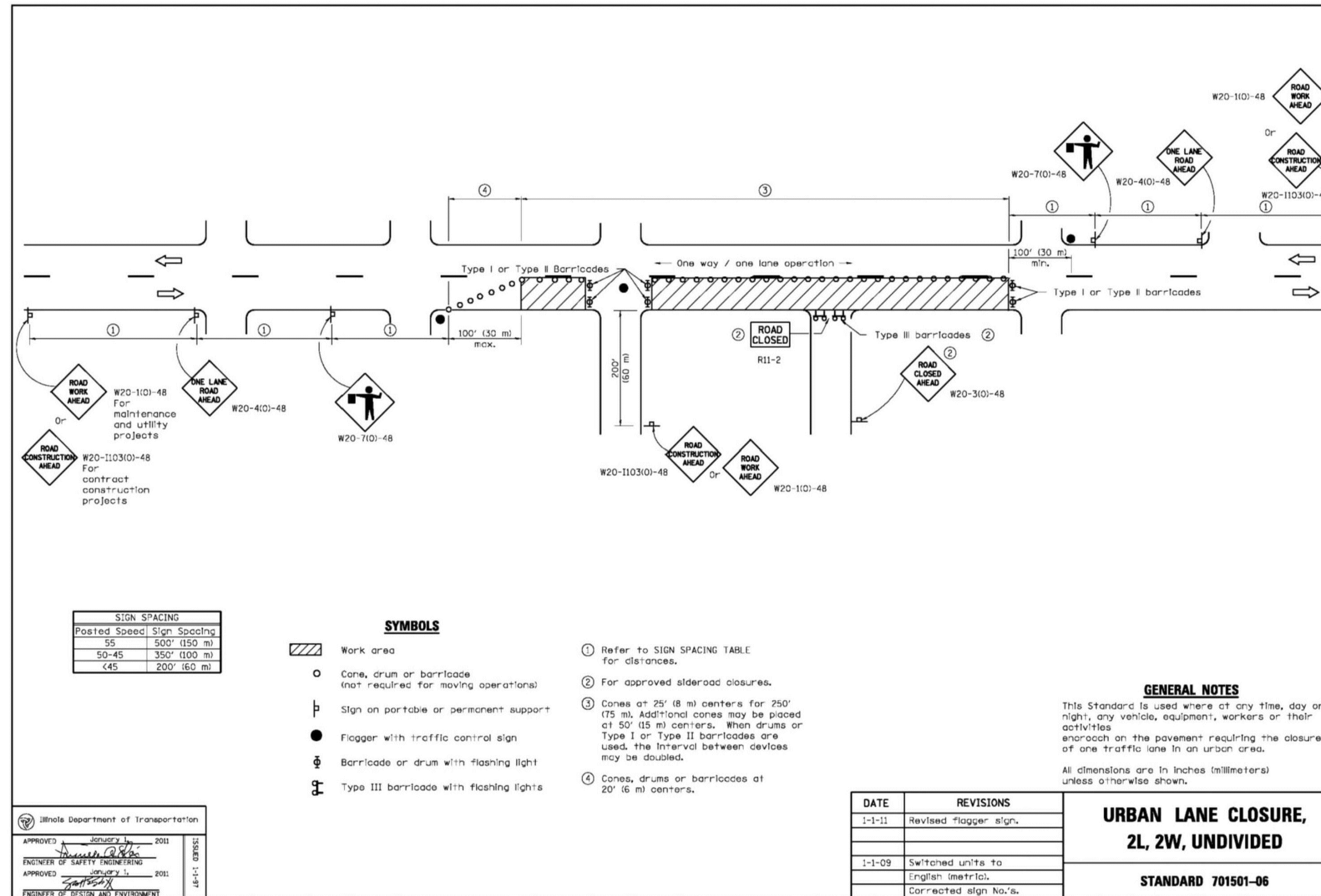
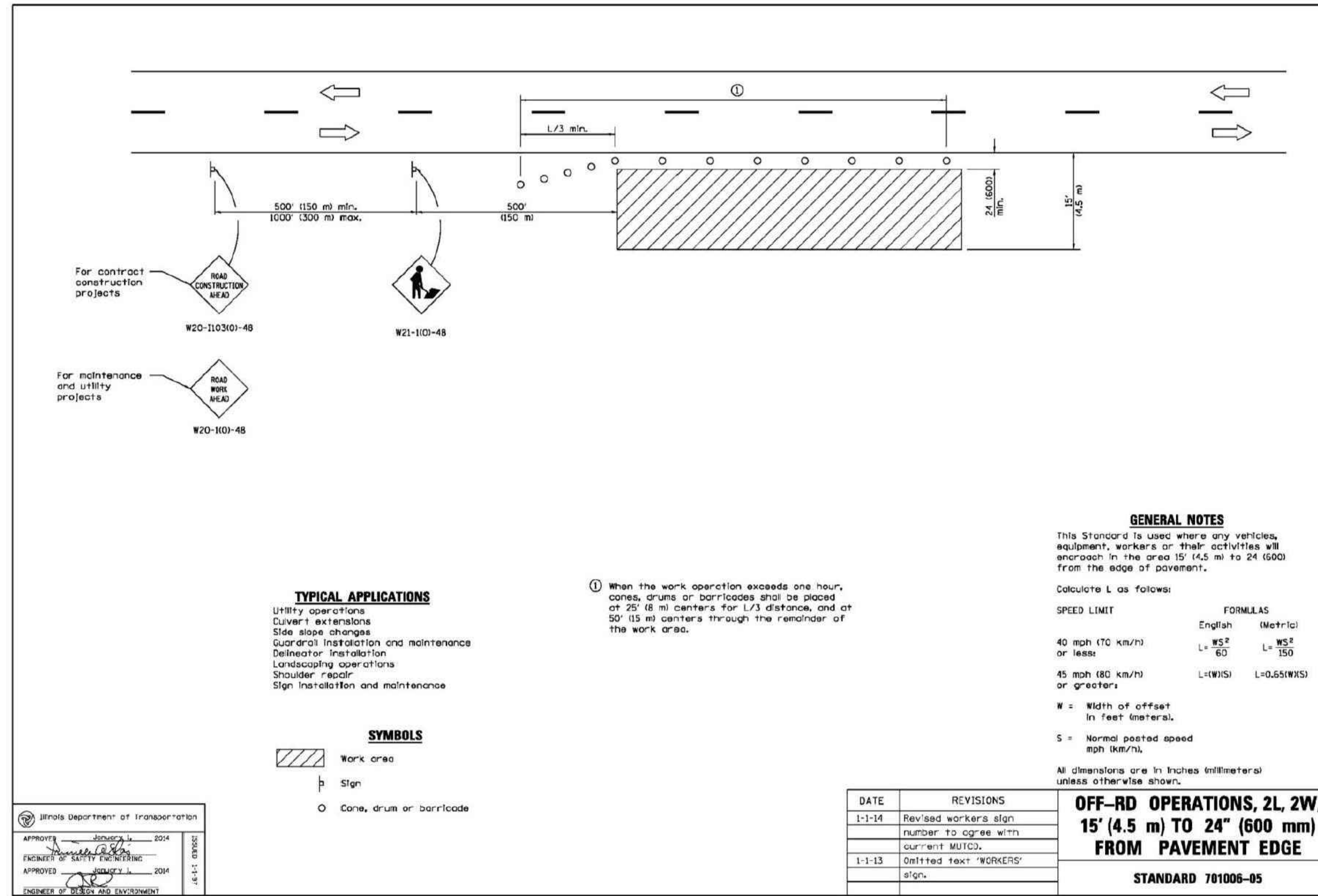
REVISIONS

SHEET NUMBER

16

OF 16

TRAFFIC CONTROL -TYPICALS



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| | 06/26/24 | PERMIT | JCS |

REVISIONS

SHEET NUMBER
17
 OF 16



AGENDA MEMORANDUM

DATE: October 24, 2024

TO: Forest Preserve District Land Acquisition Committee

FROM: Jennifer Rooks-Lopez, Director of Planning and Land Protection

SUBJECT: Presentation and Approval of a Resolution Authorizing a Third Amendment of an Intergovernmental License Agreement with the Village of South Elgin for the Use of a Portion of Jon J. Duerr Forest Preserve

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider a third amendment to the License Agreement with the Village of South Elgin for the use of a portion of the Jon J. Duerr Forest Preserve in South Elgin, commonly known as Seba Park.

BACKGROUND:

In 2011, the Commission approved a License Agreement with the Village of South Elgin for the use of a portion of Jon J. Duerr Forest Preserve to develop a community park. Known as Seba Park, the property is located at the far northern portion of the preserve, close to the Village’s downtown area, and along the west shoreline of the Fox River and Fox River Trail. Since then, the Village has continued to make improvements to the property, including an off-leash dog area, parking and trails.

In 2024, the Village was awarded funding from the State and Local Fiscal Recovery Act through the Kane County Development department for the design and construction of an accessible canoe launch, shoreline protection and fishing pier at Seba Park. This Third Amendment to the License Agreement modifies the agreement to allow for the installation and maintenance of the new amenities, and extends the term of the agreement for an additional 25 years ending on November 30, 2049.

FINANCIAL IMPACT:

There is no financial impact to the District associated with this License Agreement.

RECOMMENDATION:

Staff recommends approving the renewal of the License Agreement as presented with the Village of South Elgin for the use of a portion of the Jon J. Duerr Forest Preserve, as presented.

ATTACHMENTS:

County Location Map

Proposed improvement plans

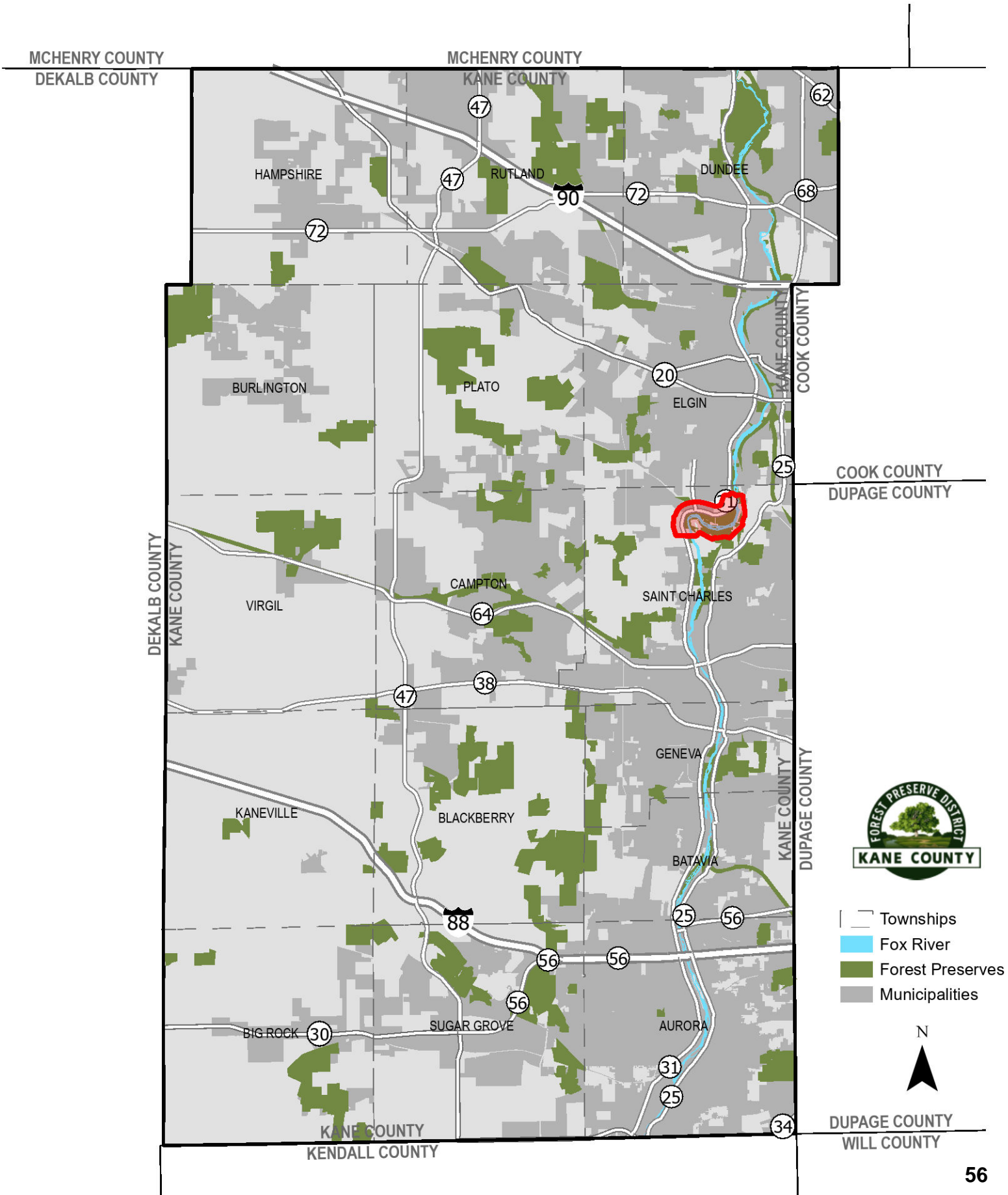
Third Amendment to the License Agreement

Second, first and original License Agreements

Jon J. Duerr F.P.

County Location Map

South Elgin, IL



THIRD AMENDMENT TO LICENSE AGREEMENT

THIS THIRD TO LICENSE AGREEMENT is made this _____ day of _____ 2024, by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY, an Illinois forest preserve district ("Licensor") and the VILLAGE OF SOUTH ELGIN, an Illinois municipal corporation ("Licensee").

WITNESS ETH:

WHEREAS, Licensor granted a license to Licensee enabling it to utilize a certain area within the JON J. DUERR FOREST PRESERVE as depicted in Exhibit "A" attached to the original license agreement (the "Premises"). The purpose of the License was and remains to permit Kane County residents under the supervision and control of Licensee to use the Premises for certain activities; and

WHEREAS, the parties have agreed that for and in consideration of the performance of certain conditions set forth in the original License Agreement, the Premises may be used by Licensor for the activities described in this License. Many improvements contemplated by the original License Agreements have been completed and installed at he premises by Licensee. Licensee has been awarded funding for the design and construction of an accessible canoe launch, shoreline stabilization and fishing pier. Licensee has requested an extension of the License Term for an additional 25-year term beginning in November 2024 and continuing through 2049.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Licensor shall have and retain all rights to the use and occupation of the Premises according to the License Agreement, as amended therein expressly granted, but that the Term of the License is hereby amended to run from the date hereof to November 30, 2049.

2. Notwithstanding anything in the original License Agreement or First and Second Amendments to the contrary, the parties agree that the following shall be added to Section 4 thereof as an additional new section 4(g) to read as follows: "4(g). Licensee shall be responsible for installing and maintaining at its sole cost all Project improvements including the following; concrete sidewalk; construction of an accessible canoe/kayak launch; installation of stone shoreline protection; and construction of concrete masonry unit steps, incidental work that will include soil erosion and sediment control, traffic control, temporary fencing, temporary staging of equipment and materials, restoration of disturbed ground (e.g., seeding), and related work, and potential additional improvements that may include construction of park benches, canoe/kayak storage lockers, planting of native perennial plants, and an accessible fishing pier.

3. Except as expressly provided hereinabove to the contrary, the terms and conditions of the original License Agreement are affirmed and ratified and shall continue in full force and effect.

IN WITNESS WHEREOF, each of the parties has caused this License Agreement to be executed by its duly authorized representative as of the day and year first above written.

LICENSOR:

FOREST PRESERVE DISTRICT
OF KANE COUNTY

Christopher Kious, President

ATTEST:

Myrna Molina, Secretary

LICENSEE:

VILLAGE OF SOUTH ELGIN

ATTEST:

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 CHRISTOPHER KIOUS, 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 corporate 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 November 2024.

Notary Public

My Commission Expires _____

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 _____, personally known to me to be the President of the VILLAGE OF SOUTH ELGIN, 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 corporate seal of said corporation to be affixed thereto, pursuant to authority given by the VILLAGE OF SOUTH ELGIN BOARD OF TRUSTEES, as his free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

Given under my hand and notarial seal this day _____ of November 2024.

Notary Public

My Commission Expires _____

Fab Fox! Water Trail Access Infrastructure SEBA Park

Client:

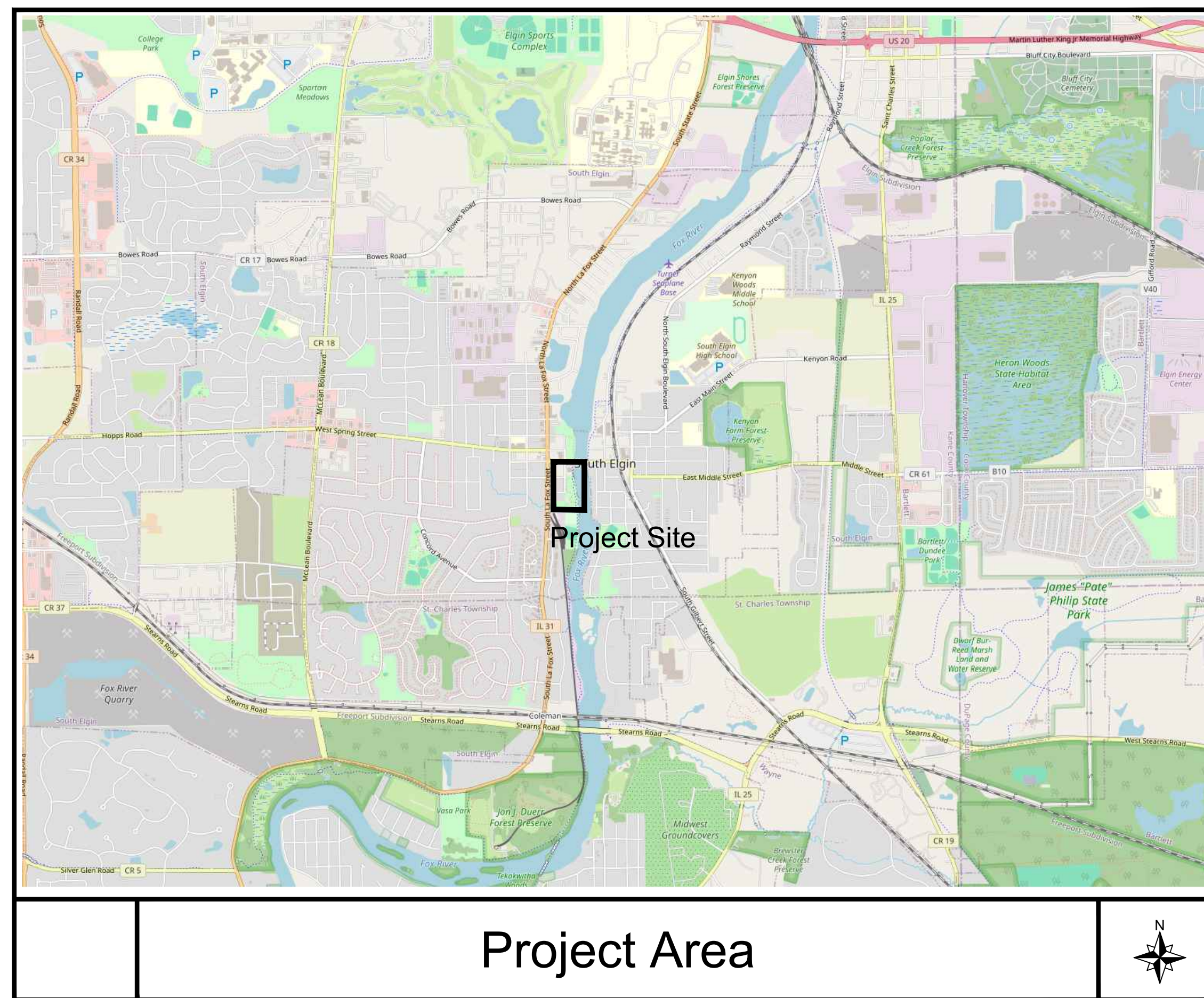
**Kane County
Development Department**
Karen Ann Miller, AICP
719 S. Batavia Ave.
Geneva, IL 60134
Office (630)232-3418

South Elgin Parks Department
Kin Wascher, Dir., Park and Recreation
1 W. State Street
South Elgin, IL 60177
Office (847) 622-0003

Engineer:

Hey and Associates, Inc.
8755 West Higgins Road, Suite 835
Chicago, IL 60631
Office (773) 693-9200
Fax (847) 740-2888

Benchmark:



Sheet List Table

| Sheet Number | Sheet Title |
|--------------|--|
| C0.0 | Cover |
| C0.1 | Notes and General Legend |
| C1.0 | Existing Conditions |
| C1.1 | Key Plan |
| C2.0 | Demolition Plan |
| C3.0 | Layout and Materials |
| C4.0 | Grading |
| C5.0 | Soil Erosion and Sedimentation Control |
| C6.0 | Details |
| C6.1 | Details |
| L1.0 | Restoration |
| L1.1 | Landscape Details |

Call J.U.L.I.E. 811 or (800) 892-0123 at least 48 hours before start of construction with the following:

County: Kane
City or Township: South Elgin
Tier, Range & Section: T41N, R8E, Sec. 35

The information shown on this drawing concerning type and location of underground utilities is not guaranteed to be accurate or all inclusive. The Contractor is responsible for making their own determinations as to the type and location of underground utilities as may be necessary to avoid damage thereto.

PROFESSIONAL SEAL

Signature: _____
Date: _____
License Expires: _____

This document shall not be considered a valid technical submittal unless it bears an original seal and signature.

Base Information by:

Hey and Associates, Inc.; South Elgin
Parks Department

| No. | Revision/Issue | Date |
|-----|----------------|---------|
| 1 | ADDENDUM #3 | 9-27-24 |

Hey and Associates, Inc.
Engineering, Ecology and Landscape Architecture
8755 W. HIGGINS ROAD, SUITE 835
CHICAGO, ILLINOIS 60631
OFFICE (773) 693-9200
FAX (847) 740-2888
CHICAGO@HEYASSOC.COM

PROFESSIONAL DESIGN FIRM
LICENSE NO. 184-002429

**Fab Fox! Water Trail Access
Infrastructure**

SEBA Park

Cover

| | | |
|------------------------|------|---------------------|
| PROJECT NO: 23-0229 | | SHEET NO: |
| DESIGNED BY: RJA | C0.0 | PAGE NO: 1 of 13 |
| DRAWN BY: RJA | | |
| CHECKED BY: TRP | | |
| APPROVED BY: JAW | | |
| ISSUE DATE: 09/27/2024 | | |

ISSUED FOR BID

GENERAL NOTES AND CONSTRUCTION SPECIFICATIONS

- All construction shall be in accordance with the applicable sections of the following, except as modified herein or on the plans:
 - "Standard Specifications for Road and Bridge Construction" (Latest Edition), by the Illinois Department of Transportation (SSRBC) and "Supplemental Specifications and Recurring Special Provisions" (Latest Edition) for all improvements except for sanitary sewer, watermain and plumbing construction;
 - Standard Specifications for Water and Sewer Main Construction in Illinois" (Latest Edition) (SSWS) for sanitary and water main construction;
 - Local Municipal code;
 - The Kane County Stormwater Management Ordinance;
 - Illinois Plumbing Code;
 - International Mechanical Code;
- In case of conflict between the applicable ordinances noted, the more stringent shall take precedence and shall control all construction.
- The Contractor shall examine all plans and specifications, visit the site of the work and inform themself fully with the work involved, general and local conditions, all Federal, State and local laws, ordinances, rules and regulations and all other pertinent items which may affect the cost and time of completion of this project before submitting a proposal.
- Prior to submitting a bid and beginning construction, the Contractor shall verify the lines and grades shown on the plans. If there are any discrepancies from what is shown on the plans, the Contractor shall immediately report them to the Owner prior to performing the work. The Contractor shall be responsible for coordination of work as required.
- Prior to submitting his bid, the Contractor shall call the attention of the Engineer to any material or equipment he deems inadequate and to any item of work omitted.
- Location of above and belowground utilities shown on plans are for information only and represent the best knowledge of the Engineer. Contractor shall make his own investigations as to location and elevation of all utilities, existing underground structures, cables and pipe lines prior to the start of construction operations.
- If existing utility lines of any nature are encountered which conflict in location with new construction, the Contractor shall notify the Engineer and Owner so that the conflict may be resolved.
- The Contractor shall notify the J.U.L.I.E. (811 or 1-800-892-0123) at least ten days prior to construction so that each utility company can stake out any underground improvements that they may have which might interfere with the proposed construction.
- The Contractor shall be responsible for providing the necessary protection of all existing private and public utilities in conformance with the affected utility company's requirements as may be required to perform the work. Any utility that is damaged during construction shall be repaired or replaced by the Contractor at their own expense to the satisfaction of the Engineer, Owner and/or utility company.
- The Contractor shall be required to make arrangements for the proper bracing, shoring and other required protection of all roadways, buildings, structures, poles, cables and pipe lines, before construction begins. Contractor shall be responsible for any damage to the site, streets, roadway, structures and shall make repairs as necessary to the satisfaction of the Engineer and Owner at the Contractor's own expense.
- The work performed under this contract shall in no way interfere with the normal operation of any existing utility service. The Contractor shall furnish all necessary items of equipment required to maintain such normal operations at no additional expense to the Owner.
- The Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and other control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 1106 of the SSRBC and the "Standard Specifications for Traffic Control Items".
- The Contractor shall restore any area disturbed outside the construction site to a condition equal to or better than its original use. This shall include finish grading, establishment of a vegetative cover (seeding or sod), general cleanup and pavement replacement.
- All new and existing utility structures on site and in areas disturbed during construction shall be adjusted to final grade prior to final inspection. No additional compensation shall be paid and said adjustments shall be considered incidental.
- All trenches caused by the construction of sewers, service sewers, piping, utilities, and the excavation around catch basins, manholes, inlets and other appurtenances which occur within the limits of existing or proposed pavements, sidewalks and curb and gutters or where the edge of the trench shall be within two feet (2') of said improvements shall be backfilled with approved suitable select material and properly compacted.
- The Contractor shall be responsible for providing safe and healthful working conditions throughout the construction of the proposed improvements.
- The Contractor shall protect and carefully preserve all section or subsection monuments, lot irons, or other property or reference markers until the Engineer, his agent or an authorized surveyor has witnessed or otherwise referenced their location. Any damages shall be replaced by the Contractor and said cost of replacement shall be paid by the Contractor.
- The Contractor shall provide a written work schedule and shall update said schedule as required. A minimum twenty-four (24) hour notice shall be given for any item that requires approval or inspection.

- The Owner, Owner's Representative, municipality, or regulatory agency shall have the authority to inspect, approve and reject the construction improvements.
- Before acceptance by the Owner and final payment, all work shall be inspected and approved by the Engineer and Owner. Final payments shall be made after all of the Contractor's work has been approved and accepted.
- The Contractor is responsible for coordinating any required inspections with the Owner, Engineer and other agencies.
- If any approved equal items are proposed, the Contractor shall contact the Engineer for written approval prior to use or installation.
- The Engineer and Owner are not responsible for the construction means, methods, techniques, sequences or procedures, time of performance, programs or for any safety precautions used by the Contractor. The Contractor is solely responsible for execution of his work in accordance with the contract documents and specifications.
- Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor.
- The Contractor will have in his possession on the job site a copy of the plans and specifications during construction.
- Special attention is drawn to the fact that Article 105.06 of the SSRBC requires the Contractor to have a competent superintendent on the project site at all times, irrespective of the amount of work sublet. The superintendent shall be capable of reading and understanding the plans and specifications, shall have full authority to execute orders to expedite the project, shall be responsible for scheduling and have control of all work as the agent of the Contractor. Failure to comply with this provision will result in a suspension of work as provided in Article 108.07.
- Record drawings shall be kept by the Contractor and submitted to the Engineer within 30 days of completion of the project, or as mutually agreed upon by the Engineer. Final payments to the Contractor shall be held until they are received. Any changes in length, location or alignment shall be shown in red. All wyes or bends shall be located from the downstream manhole.
- The Contractor(s) shall indemnify the Owner, Engineer, Municipality and their agents, etc. from all liability involved with the construction, installation, or testing of work on the project.
- Contractor is responsible for all site layout, including verification of benchmarks provided within the plans. If the Contractor identifies a discrepancy, it shall be brought to the attention of the Engineer immediately. DuPage County is not responsible for any rework on the project required due to improper grade stakes or failure of Contractor to verify existing benchmarks.
- Any modifications of a drainage tile shall comply with the Illinois Drainage Code, and Section 15-77.

EARTHWORK AND GRADING CONSTRUCTION

All work done under this heading will be done in accordance with applicable provisions of the "Standard Specifications for Road and Bridge Construction", State of Illinois, Department of Transportation, adopted January 1, 2022.

- Work under this section shall include, but not be limited to, the following:
 - Clearing and removal of all undesirable vegetative growth within the construction area except as noted otherwise on the plans.
 - Placement and construction of structural and non-structural fills.
 - Movement and compaction of spoil material from the construction of underground utilities.
 - Final shaping and trimming to the lines, grades and cross-sections shown in these plans, and topsoil placement to design finish grade elevations.
 - Soil erosion control measures in accordance with the applicable specifications and county requirements.
- Silt fence as shown in the construction plans shall be erected prior to start of work.
- It is the Contractor's responsibility to determine all material quantities and the Contractor should be familiar with all site conditions. No claims for extra work will be recognized unless ordered in writing by the Owner.
- The grading and construction of the site improvements shall not cause ponding of stormwater except as noted on the plans. All areas adjacent to these improvements shall be graded to allow positive drainage.
- The proposed grading elevations shown on the plans are finish grade. For all landscape areas, a minimum of six inches (6") of topsoil (4" min. in sodded areas) is to be placed before finish grade elevations are achieved, except where noted otherwise.
- All disturbed areas to be seeded or planted as specified on the Restoration or Planting Plans. Any disturbed areas not specified on the Restoration Plans shall be replaced in kind.
- Detailed drawings for any sheeting and bracing shall be provided for review to the Owner's representative prior to implementation of the method. A trench box shall be available on the job site at all times and be utilized in accordance with OSHA standards.
- Suitable excavated materials subject to the review of the Owner's representative may be used to backfill the excavated areas of the site; unless shown otherwise.
- No underground work shall be covered until it has been reviewed by the Engineer.

SEDIMENTATION AND EROSION CONTROL NOTES

All soil erosion and sedimentation control measures shall be in accordance with the "Standard Specifications for Road and Bridge Construction", State of Illinois, Department of Transportation, adopted January 1, 2022, and the codes and ordinances of the local municipal and county agencies.

- Soil disturbance shall be conducted in such a manner as to minimize erosion. Soil stabilization measures shall consider the time of year, site conditions and the use of temporary or permanent measures.
- Soil erosion and sediment control features shall be constructed prior to the commencement of disturbance.
- Temporary soil stabilization shall be applied to disturbed areas within 7 calendar days of the end of the active hydrologic disturbance. Permanent stabilization shall be completed within 14 days after completion of final grading of the soil.
- All storm sewer facilities that are or will be functioning during construction shall be protected, filtered or otherwise treated to remove sediment.
- All temporary erosion and sediment control measures shall be removed within 30 days after final site stabilization is achieved or after temporary measures are no longer needed. Trapped sediment and other disturbed soil areas shall be permanently stabilized.
- All temporary and permanent erosion control measures must be maintained and repaired as needed. The Contractor will be responsible for inspection and repair during construction. The Owner will be responsible if erosion control is required after the Contractor has completed the project.
- The erosion control measures indicated on the plans are the minimum requirements. Additional measures may be required as directed by the Engineer, Owner, or governing agency.
- All affected tree shall be protected per details.
- No spoils, building materials, backfill, dumpsters, construction equipment, etc... shall be stored or parked within the parkway tree drip lines.
- Any work within the tree drip line or within seven (7) feet of the tree requires 24 hour advance notice is given to the Village Forester.

KANE-DUPAGE SOIL AND WATER CONSERVATION DISTRICT (KDSWCD) NOTES

- Unless otherwise indicated, all vegetative and structural erosion and sediment control practices will be constructed according to minimum standards and specifications in the latest version of the Illinois Urban Manual.
- The Kane-DuPage Soil and Water Conservation District (KDSWCD) must be notified one week prior to the pre-construction conference, one week prior to the commencement of land disturbing activities, and one week prior to the final inspection.
- A copy of the approved erosion and sediment control plan shall be maintained on the site at all times.
- Prior to commencing land-disturbing activities in areas other than indicated on these plans (including but not limited to, additional phases of development and off-site borrow or waste areas) a supplementary erosion control plan shall be submitted to the owner for review by the KDSWCD.
- The contractor is responsible for installation of any additional erosion control measures necessary to prevent erosion and sedimentation as determined by the KDSWCD.
- During dewatering operations, water will be pumped into sediment basins or silt traps. Dewatering directly into field tiles or stormwater structures is prohibited.
- It is the responsibility of the landowner and/or general contractor to inform any sub-contractor(s) who may perform work on this project, of the requirements in implementing and maintaining these erosion control plans and the National Pollutant Discharge Elimination System (NPDES) permit requirements set forth by the Illinois EPA.

REQUIREMENTS FOR IN-STREAM CONSTRUCTION ACTIVITIES

The U.S. Army Corps of Engineers shall be contacted for a review of the proposed in-stream work plan which must be approved by the office prior to the commencement of work. The plan shall meet the erosion and sediment control standards listed below and include means and methods for completing work within a waterway. All cofferdams shall be constructed to allow the passage of high flows, maintain downstream flows, and withstand anticipated erosive forces. Cofferdams shall be designed and installed so as not to impede the movement of aquatic organisms.

The following definitions apply to these notes:

Cofferdam: a temporary structure within a waterway of body of water designed to provide a dry work area for temporary construction activities and to contain disturbed soil and/or suspended sediments.

In-stream work area: work occurring at or below the ordinary high water mark (OHWM) of a waterway or the normal water level (NWL) of abutting wetlands, including adjacent uplands.

Dewatering: the removal of water with the purpose of creating a dry work area for temporary construction activities.

Work within a waterway must meet the following standards:

- Work in the waterway should be timed to take place during low or no-flow conditions. Low flow conditions are flow at or below the normal water evaluations.
- The plan will be designed to allow for the conveyance of the 2-year peak flow past the work area without overtopping the cofferdam. The Corps has the discretion to reduce this requirement if documented by the applicant to be infeasible or unnecessary.
- Water shall be isolated for the in-stream work area using a cofferdam constructed of non-erodible materials (steel sheets, aqua barriers, rip rap and geotextile liner, etc.) Earthen cofferdams are not permissible.
- The cofferdam must be constructed from the upland area and no equipment may enter flowing water at any time. If the installation of the cofferdam cannot be completed from shore and access is needed to reach the area to be coffered, other measures, such as the construction of a causeway; will be necessary to ensure that equipment does not enter the water. Once the cofferdam is in place and the isolated area is dewatered, equipment may enter the coffered area to perform the required work.
- If bypass pumping is necessary, the intake hose shall be placed on a stable surface or floated to prevent sediment from entering the hose. The bypass discharge shall be placed on a non-erodible, energy dissipating surface prior to rejoining the stream flow and shall not cause erosion. Filtering of bypass water is not necessary unless the bypass water has become sediment-laden as a result of the current construction activities.
- During dewatering of the coffered work area, all sediment-laden water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers systems, dewatering bags, or other appropriate methods. Water shall have sediment removed prior to being re-introduced to the downstream waterway. A stabilized conveyance from the dewatering device to the waterway must be identified in the plan. Discharge water is considered clean if it does not result in visually identifiable degradation of water clarity.
- The area from the toe to the top of the side slope shall be temporarily stabilized during construction to reduce the potential for erosion. All areas disturbed due to construction activities shall be restored to proposed conditions and fully stabilized prior to accepting flows

LEGEND

LEGEND

| No. | Revision/Issue | Date |
|-----|----------------|------|
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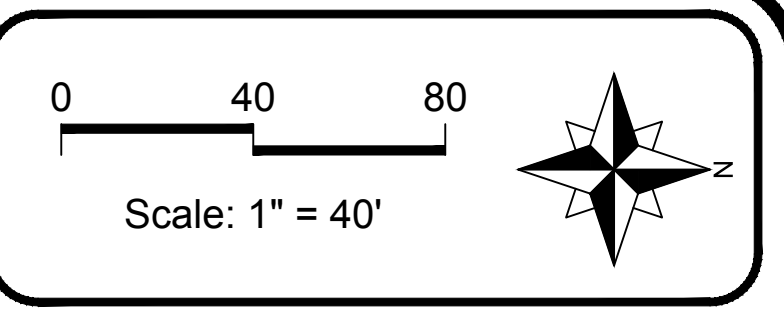
Hey and Associates, Inc.
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 FAX (847) 740-2888
 CHICAGO@HEYASSOC.COM
 PROFESSIONAL DESIGN FIRM
 LICENSE NO. 184-002429

Fab Fox! Water Trail Access Infrastructure
 SEBA Park

Notes and General Legend

| | | | |
|--------------|------------|-----------|-------------|
| PROJECT NO: | 23-0229 | SHEET NO: | C0.1 |
| DESIGNED BY: | RJA | | |
| DRAWN BY: | RJA | | |
| CHECKED BY: | TRP | | |
| APPROVED BY: | JAW | PAGE NO: | |
| ISSUE DATE: | 09/27/2024 | 2 | of 13 |

ISSUED FOR BID



| LEGEND | | |
|--------|---------------------------|------|
| | Road Centerline | |
| | Edge of Water | |
| | Existing 1' Contours | |
| | Wetland Boundary | |
| | FEMA Floodplain | |
| | FEMA Floodway | |
| | Construction Access Route | |
| | Construction Fence | |
| | Existing Tree | |
| No. | Revision/Issue | Date |

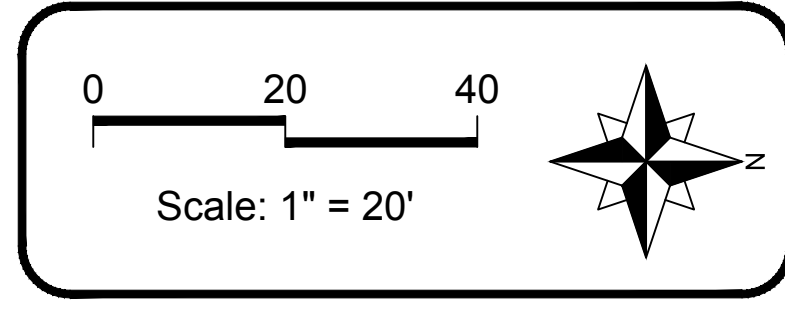
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Fab Fox! Water Trail Access Infrastructure
 SEBA Park

Existing Conditions

| | | |
|------------------------|----------|-------------|
| PROJECT NO: 23-0229 | | SHEET NO: |
| DESIGNED BY: RJA | | C1.0 |
| DRAWN BY: RJA | | |
| CHECKED BY: TRP | | |
| APPROVED BY: JAW | PAGE NO: | |
| ISSUE DATE: 09/27/2024 | | 3 of 13 |

ISSUED FOR BID



| LEGEND | |
|--------|----------------------|
| | Road Centerline |
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 PROFESSIONAL DESIGN FIRM
 LICENSE NO. 184-002429

Fab Fox! Water Trail Access Infrastructure
 SEBA Park

Key Plan

| | | | |
|--------------|------------|-----------|-------------|
| PROJECT NO: | 23-0229 | SHEET NO: | C1.1 |
| DESIGNED BY: | RJA | PAGE NO: | |
| DRAWN BY: | RJA | 4 OF 13 | |
| CHECKED BY: | TRP | | |
| APPROVED BY: | JAW | | |
| ISSUE DATE: | 09/27/2024 | | |

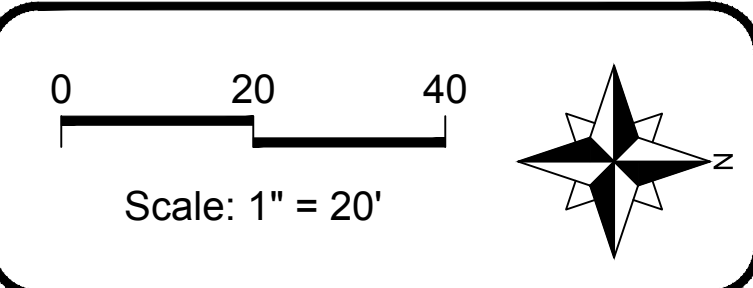
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SEE FLOATING DOCK ENLARGEMENT, #1
 C2.0, C3.0, C4.0, C5.0, L1.0

SEE FLOATING DOCK ENLARGEMENT, #2
 C2.0, C3.0, C4.0, C5.0, L1.0

File: P:\23000\23-0229 Item Only - Fab Fox! Water Trail\05 CAD\3 - Fab Fox South Edgin Plans.dwg Plot Date: September 27, 2024 Plotted by: Ryan Alexander

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| LEGEND | | |
|----------------------|----------------|------|
| Road Centerline | | |
| Edge of Water | | |
| Existing 1' Contours | | |
| Wetland Boundary | | |
| FEMA Floodplain | | |
| FEMA Floodway | | |
| Existing Tree | | |
| No. | Revision/Issue | Date |

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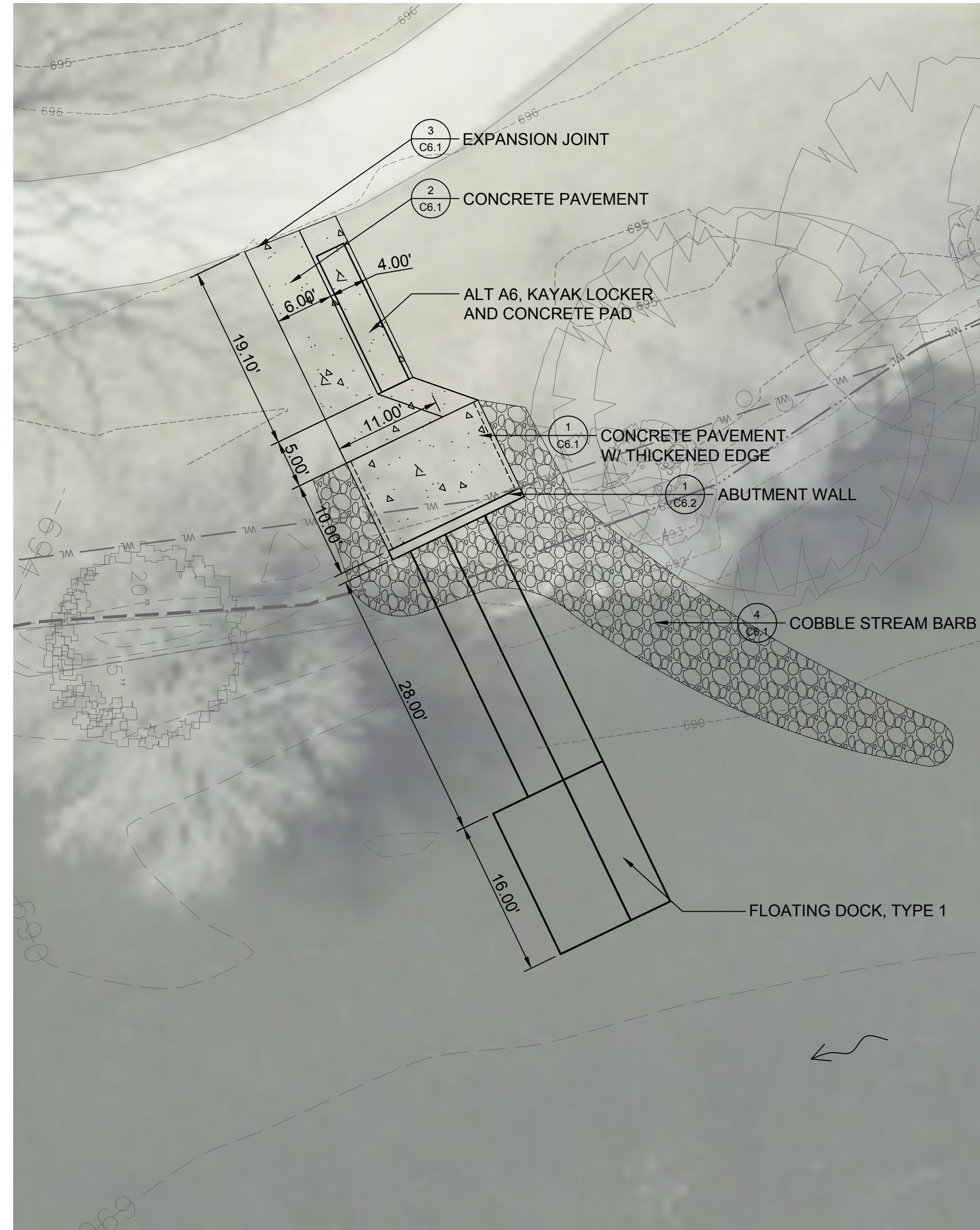
Demolition Plan

| | | | |
|--------------|------------|-----------|-------------|
| PROJECT NO: | 23-0229 | SHEET NO: | C2.0 |
| DESIGNED BY: | RJA | PAGE NO: | |
| DRAWN BY: | RJA | 5 of 13 | |
| CHECKED BY: | TRP | | |
| APPROVED BY: | JAW | | |
| ISSUE DATE: | 09/27/2024 | | |

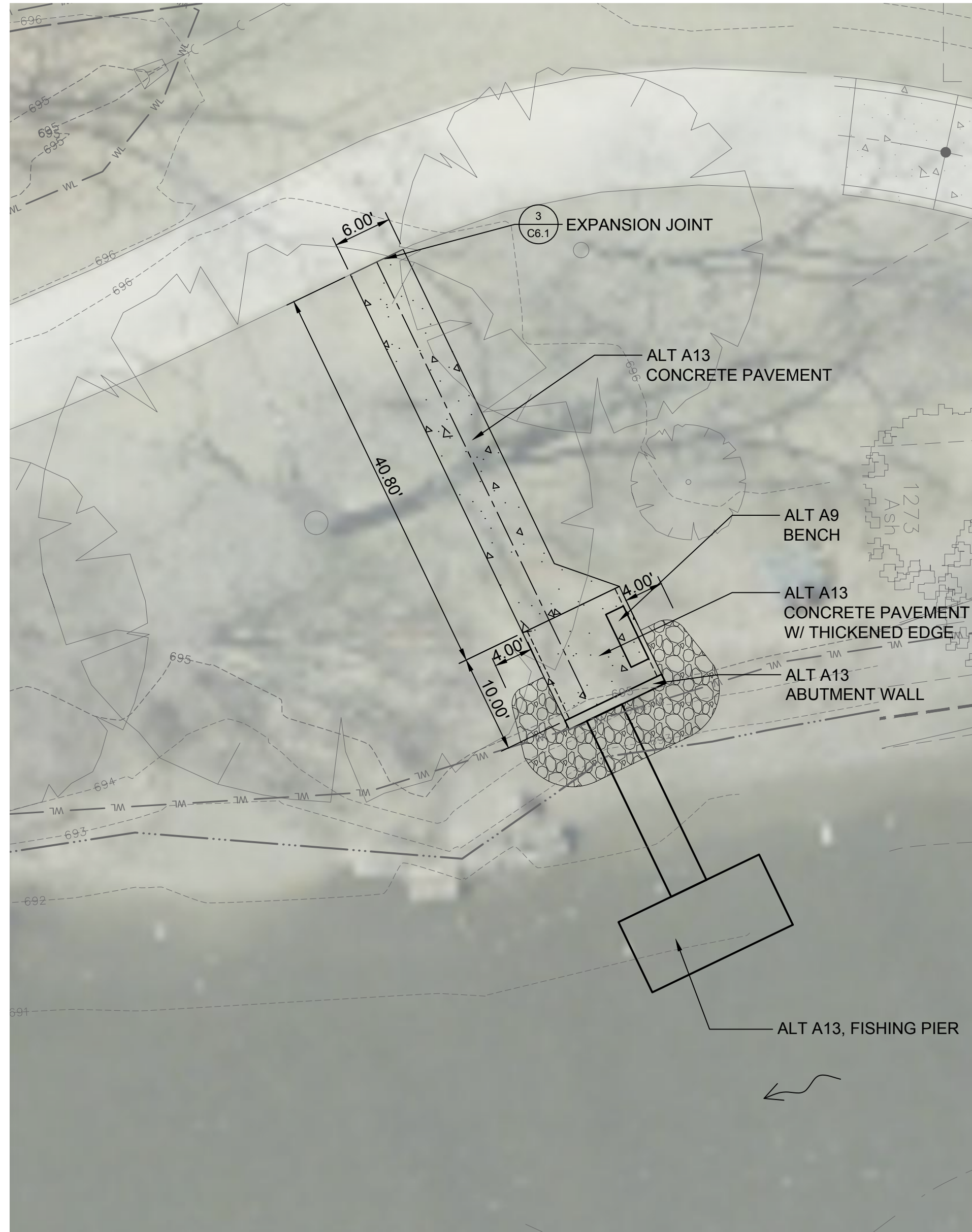
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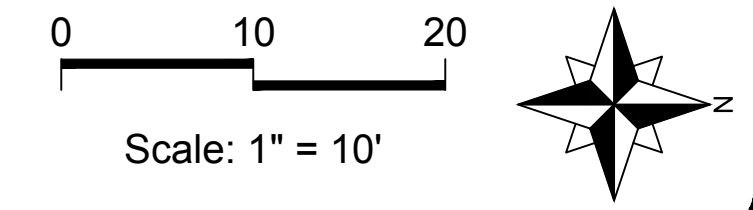
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① FLOATING DOCK LAYOUT
1" = 10'-0"



② ALTERNATE A13: FISHING PIER LAYOUT
1" = 10'-0"



| LEGEND | | |
|-----------|----------------------|------|
| --- | Road Centerline | |
| --- | Edge of Water | |
| --- | Existing 1' Contours | |
| WL --- WL | Wetland Boundary | |
| --- | FEMA Floodplain | |
| --- | FEMA Floodway | |
| ⊙ | Existing Tree | |
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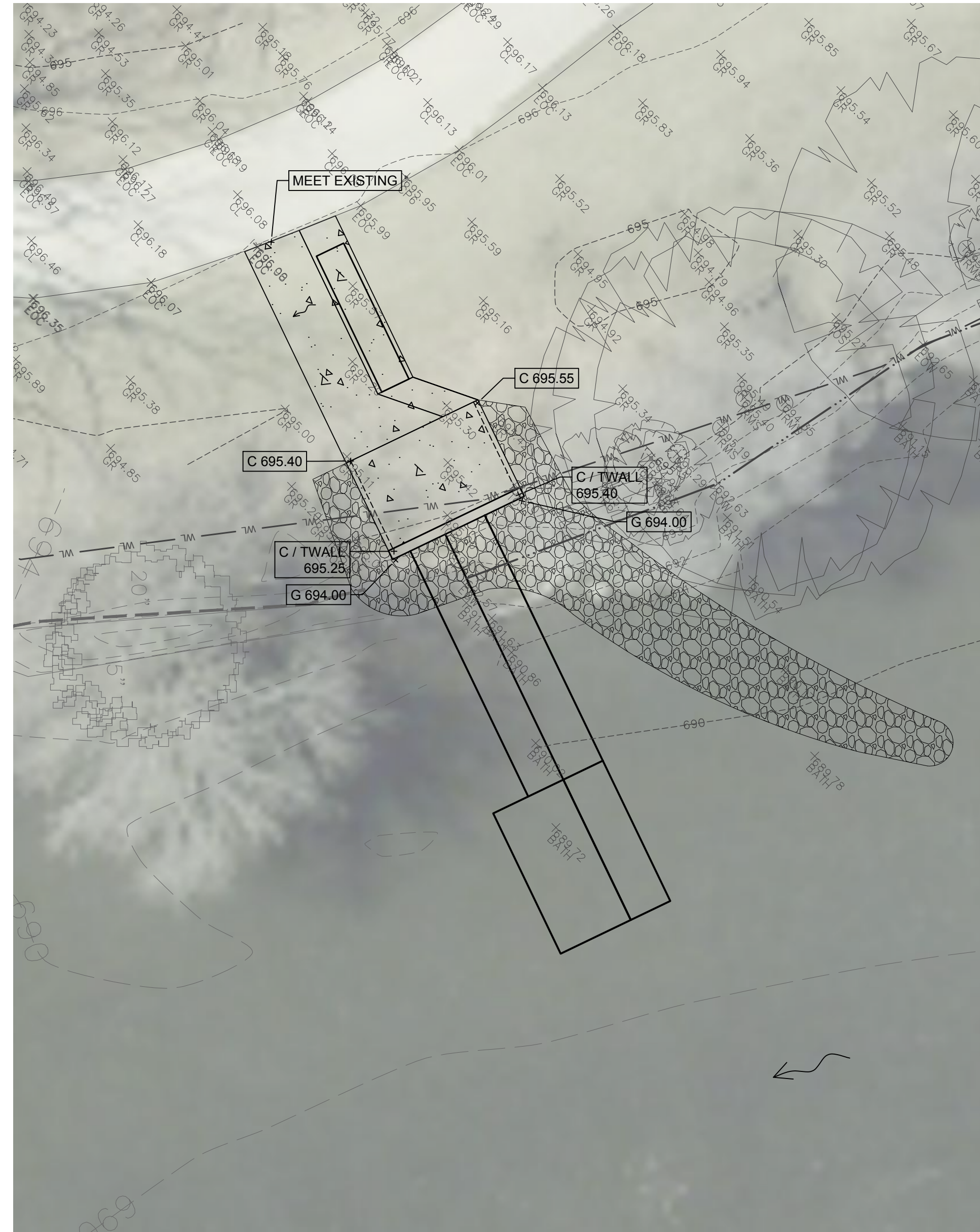
Layout and Materials

| | | |
|------------------------|----------|-----------|
| PROJECT NO: 23-0229 | | SHEET NO: |
| DESIGNED BY: RJA | | C3.0 |
| DRAWN BY: RJA | | |
| CHECKED BY: TRP | | |
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① FLOATING DOCK LAYOUT
1" = 10'-0"

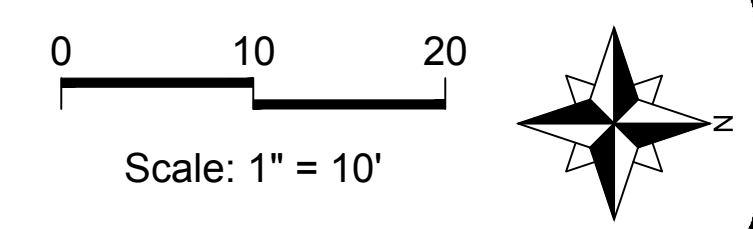


② ALTERNATE A13: FISHING PIER LAYOUT
1" = 10'-0"

DOCK ELEVATION SUMMARY

| | | | |
|-------------------------|-------------------|---------------------|---------------------|
| ABUTMENT ELEVATION | 695.25 | | |
| RAMP LENGTH | 20 FEET | | |
| DOCK HEIGHT ABOVE WATER | 1.33 FEET | | |
| RIVER CONDITION | NORMAL (SURVEYED) | LOW FLOW (7Q10) | HIGH (1% FLOOD) |
| WATER ELEVATION | 692.70 | 689.00 | 699.50 |
| DOCK ELEVATION | 694.03 | 692.08 ¹ | 700.83 ² |
| RAMP SLOPE | 6.1% | 15.8% ¹ | 27.9% ² |

1. AT LOW FLOW, THE DOCK WILL REST ON THE SURVEYED STREAM BED (690.75) AND UNUSABLE.
2. AT THE 1% FLOOD STAGE THE DOCK ACCESS WILL BE UNDERWATER AND UNUSABLE.



| LEGEND | | |
|--------|----------------------|------|
| | Road Centerline | |
| | Edge of Water | |
| | Existing 1' Contours | |
| | Wetland Boundary | |
| | FEMA Floodplain | |
| | FEMA Floodway | |
| | Existing Tree | |
| No. | Revision/Issue | Date |

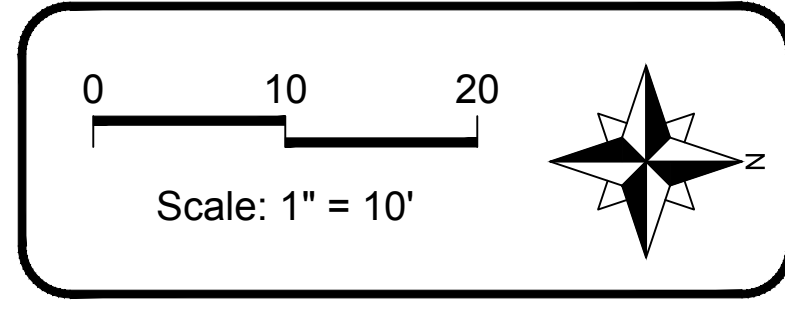
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Fab Fox! Water Trail Access Infrastructure
 SEBA Park

Grading

| | | | |
|-------------|------------|-----------|-------------|
| PROJECT NO: | 23-0229 | SHEET NO: | C4.0 |
| DESIGNED BY | RJA | | |
| DRAWN BY | RJA | | |
| CHECKED BY | TRP | | |
| APPROVED BY | JAW | PAGE NO: | |
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| LEGEND | | |
|--------|--|------|
| | Road Centerline | |
| | Edge of Water | |
| | Existing 1' Contours | |
| | Wetland Boundary | |
| | FEMA Floodplain | |
| | FEMA Floodway | |
| | Perimeter Erosion Barrier | |
| | Cofferdam | |
| | Tree Protection Fence | |
| | Construction Access Route | |
| | Turf Restoration and Erosion Control Blanket | |
| No. | Revision/Issue | Date |

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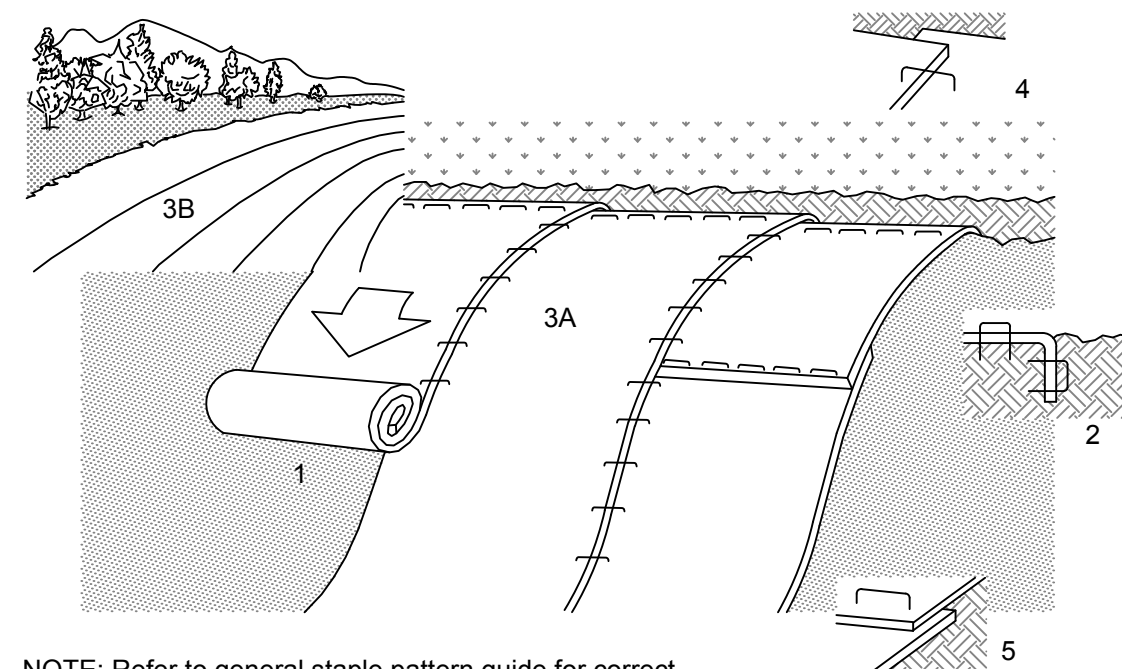
Soil Erosion and Sediment Control

| | | | |
|--------------|------------|-------------|---------|
| PROJECT NO: | 23-0229 | SHEET NO: | |
| DESIGNED BY: | RJA | C5.0 | |
| DRAWN BY: | RJA | | |
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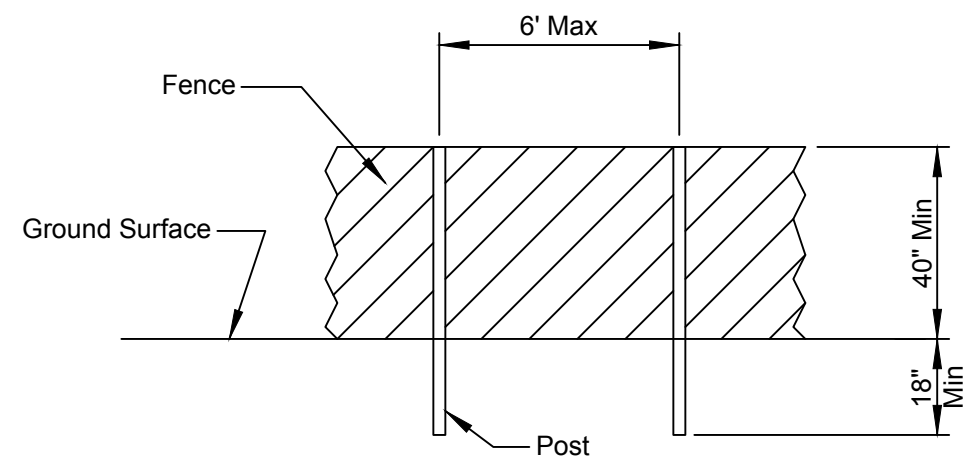
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NOTE: Refer to general staple pattern guide for correct staple pattern recommendations for slope installations.

1. Prepare soil before installing blankets, including application of lime, fertilizer, and seed. Note: when using Cell-O-Seed do not seed prepared area. Cell-O-Seed must be installed with paper side down.
2. Begin at the top of the slope by anchoring the blanket in 6" deep x 6" wide trench. Backfill and compact the trench after stapling.
3. Roll the blankets (A.) down or (B.) horizontally across the slope.
4. The edges of parallel blankets must be stapled with approximately 2" overlap.
5. When blankets must be spliced down the slope, place blankets end over end (shingle style) with approximately 4" overlap. Staple through overlapped area, approximately 12" apart.
6. All erosion control blanket will be 100% biodegradable.

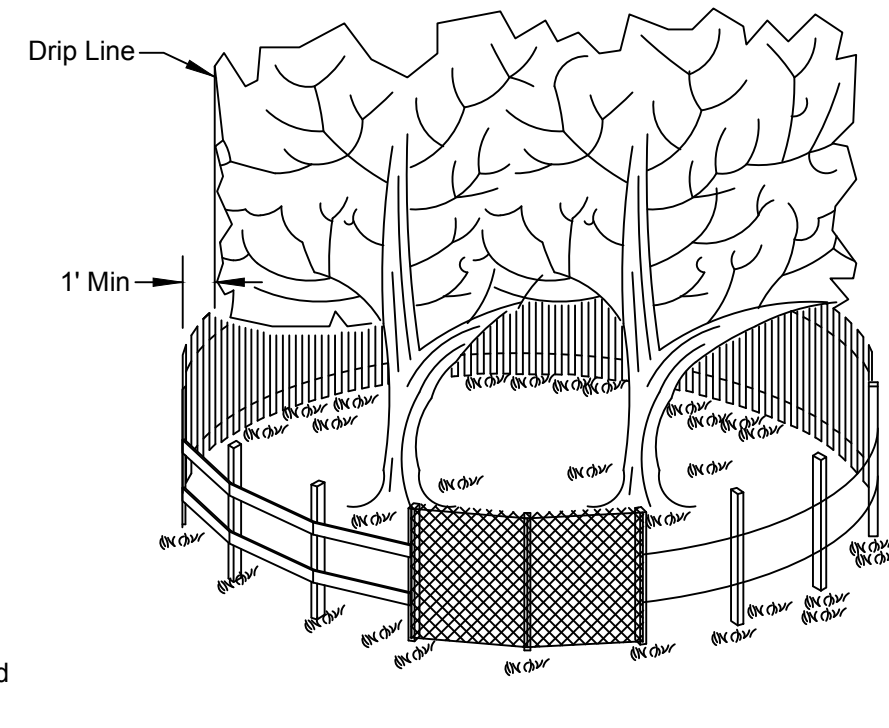
① Erosion Control Blanket (Not to Scale)



POST AND FENCE DETAIL

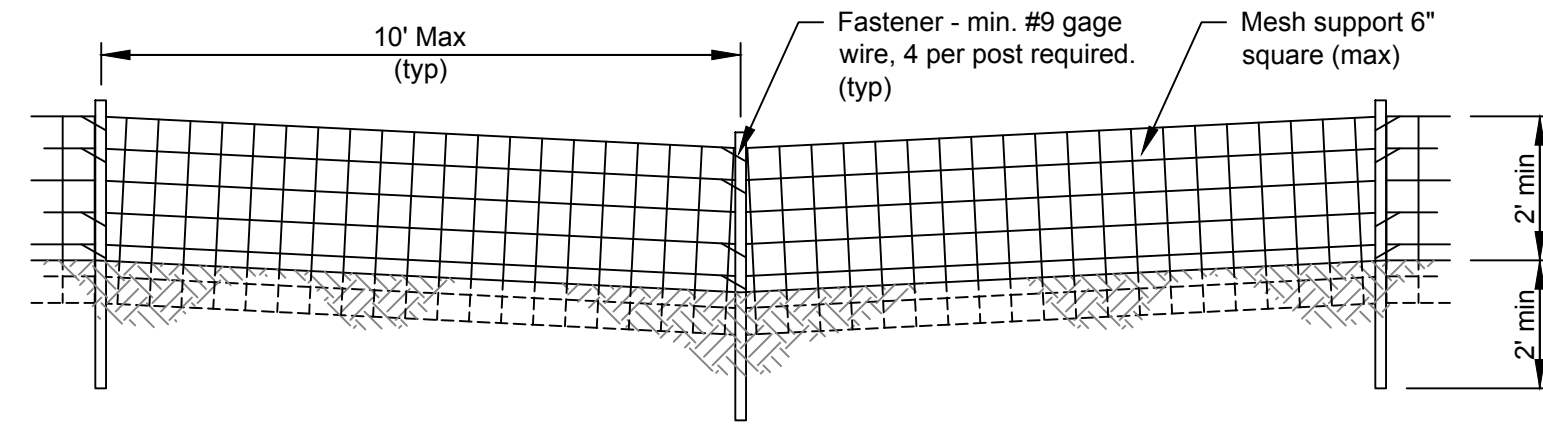
NOTES:

1. The fence shall be located a minimum of 1 foot outside the drip line of the tree to be saved and in no case closer than 5 feet to the trunk of any tree.
2. Fence posts shall be either standard steel posts or wood posts with minimum cross sectional area of 3.0 sq. in.
3. The fence may be either 40" high snow fence, 40" plastic web fencing or any other material as approved by the engineer/inspector.

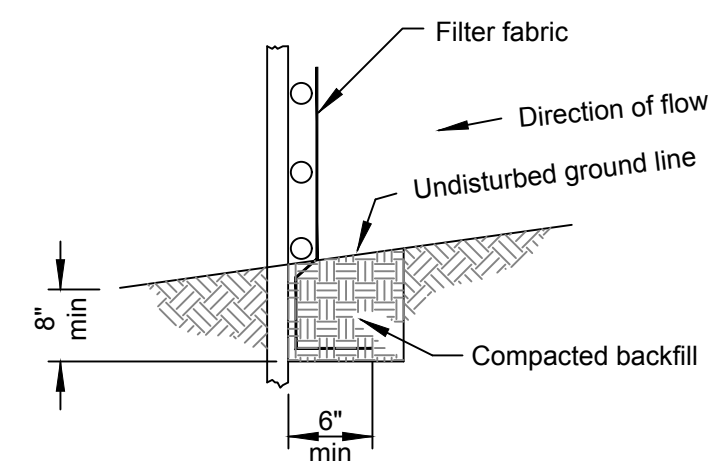


SIDE VIEW

② Tree Protection Fence (Not to Scale)



ELEVATION

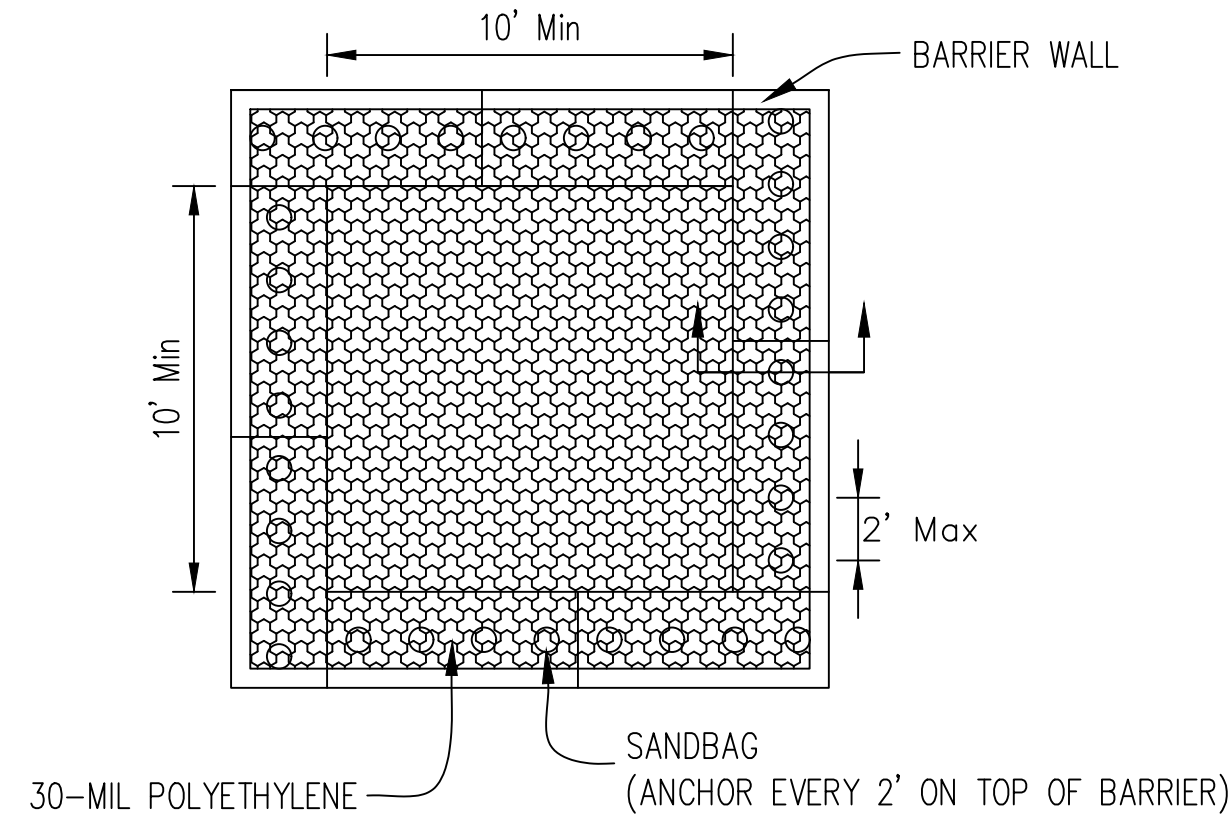


FABRIC ANCHOR DETAIL

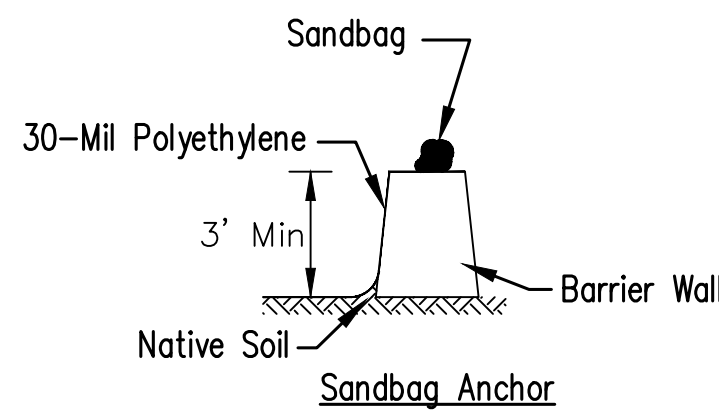
Notes:

1. Top and bottom wires of mesh support shall be min. gage no. 9.
2. Intermediate wires of mesh supports shall be min. gage no. 11.
3. Temporary sediment fence shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading.
4. Filter fabric shall meet the requirements of material specification 592 Geotextile Table 1 or 2. Class with equivalent opening size of at least 30 for nonwoven and 50 for woven.
5. Fence post shall be either standard steel post or wood post with a minimum sectional area of 3.0 sq. in.
6. The mesh support may be omitted if a maximum of 5' is used for post to post spacing.

③ Silt Fence (Not to Scale)

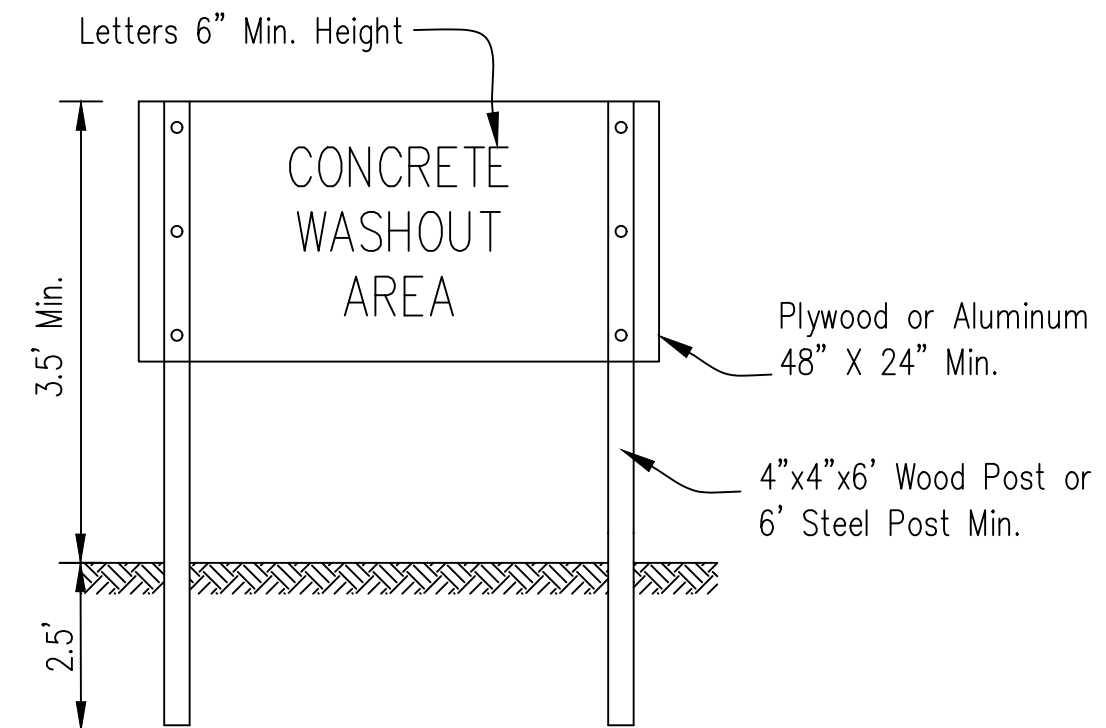


PLAN VIEW



BARRIER WALL ANCHOR SECTION

④ Concrete Washout (Not to Scale)

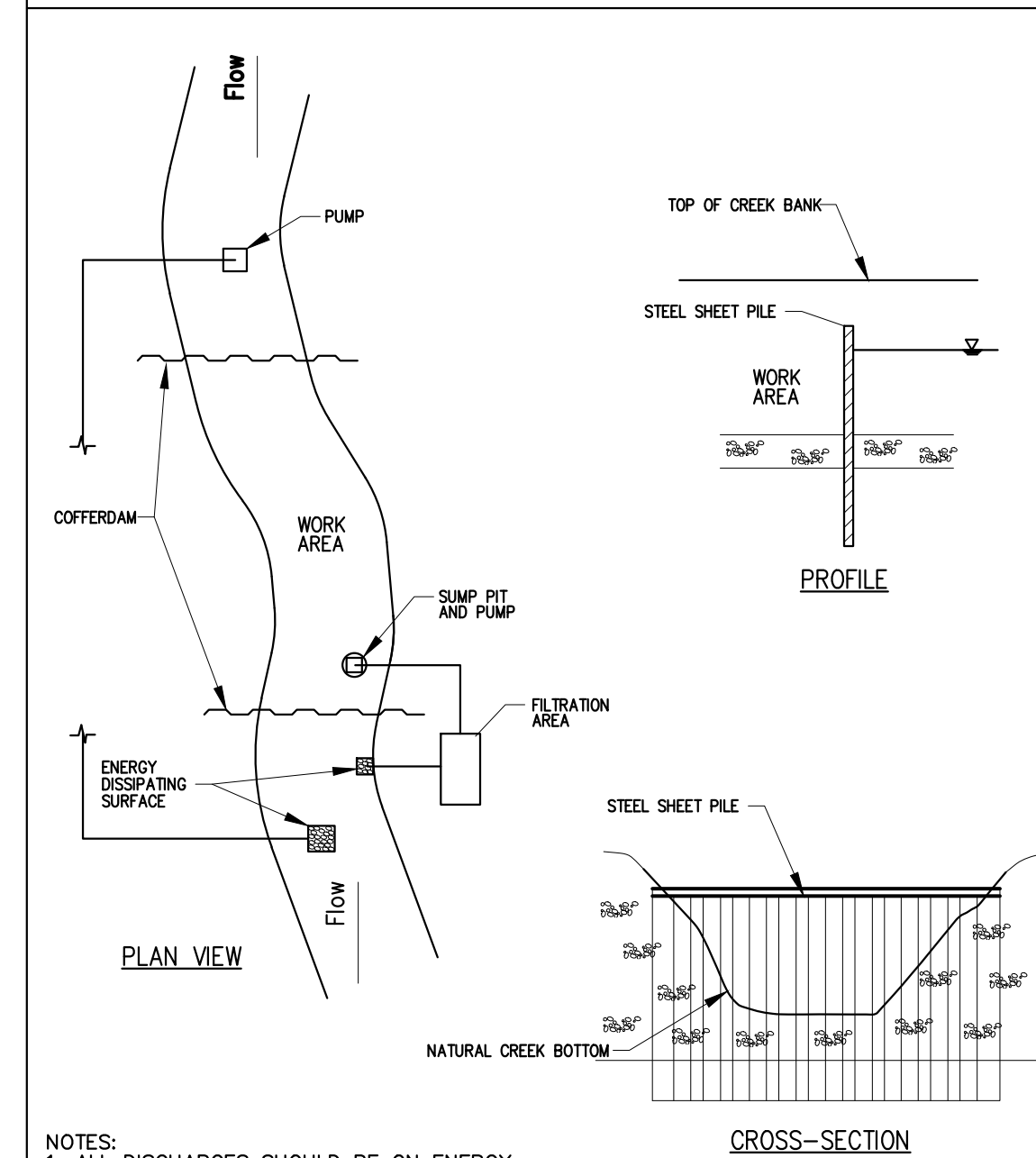


SIGN DETAIL

NOTES:

1. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and/or slurry and returning the facilities to a functional condition.
2. Facility shall be cleaned or reconstructed in a new area once washout becomes two-thirds full.

STEEL SHEET PILE COFFERDAM

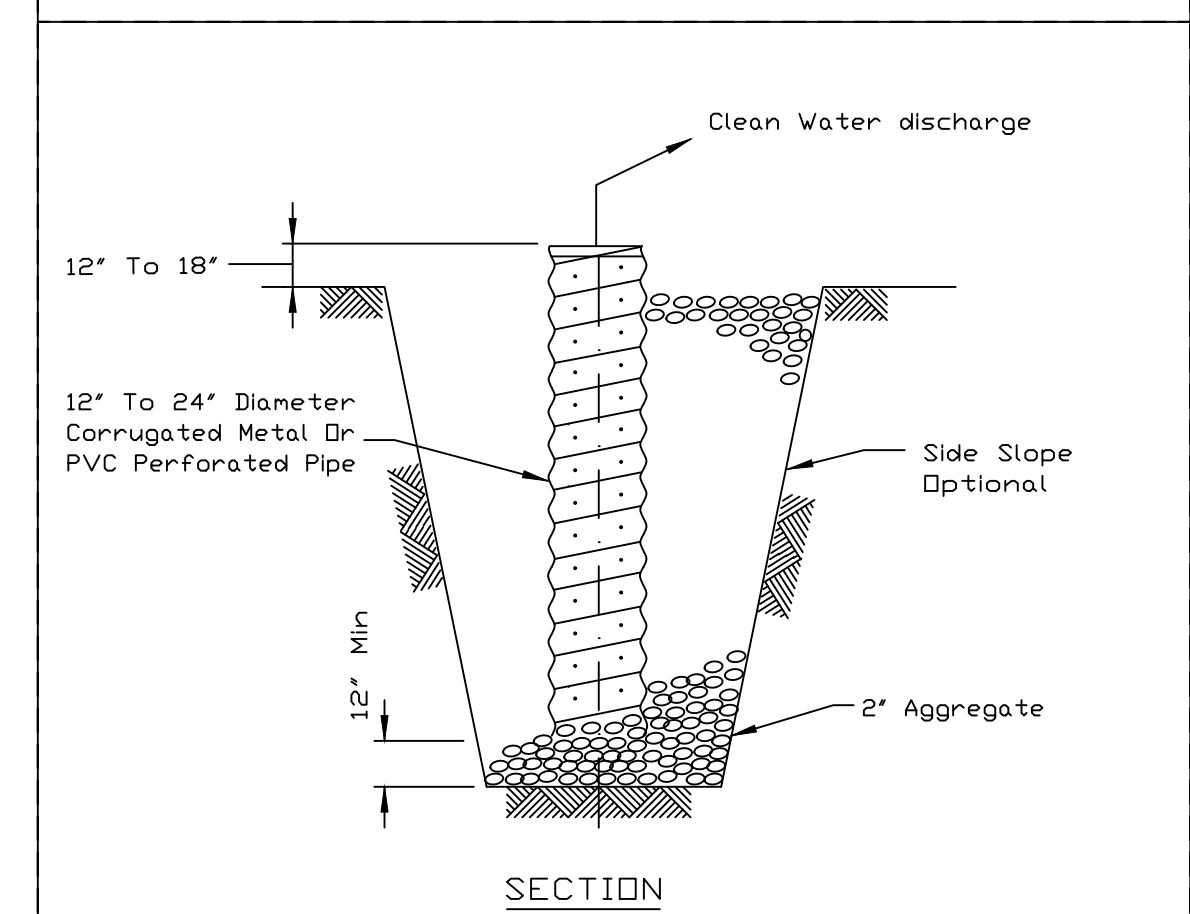


- NOTES:
1. ALL DISCHARGES SHOULD BE ON ENERGY DISSIPATING SURFACES.
 2. LOCATIONS FOR SUMP PIT, FILTRATION AREA, AND ENERGY DISSIPATING SURFACES MAY VARY DEPENDING ON SITE CONDITIONS.

| | | | |
|-----------|----------|------|-------------------|
| REFERENCE | Project | Date | STANDARD DWG. NO. |
| | Designed | Date | IUM-503SS |
| | Checked | Date | SHEET 7 OF 7 |
| | Approved | Date | DATE 07-09-2012 |

⑤ Steel Sheet Pile Cofferdam (Not to Scale)

SUMP PIT PLAN



SECTION

NOTES:

1. Pit dimensions are optional.
2. The standpipe will be constructed by perforating a 12"-24" diameter corrugated metal or PVC pipe.
3. A base of 2" aggregate will be placed in the pit to a minimum depth of 12". After installing the standpipe, the pit surrounding the standpipe will then be backfilled with 2" aggregate.
4. The standpipe will extend 12" to 18" above the lip of the pit.
5. If discharge will be pumped directly to a storm drainage system, the standpipe will be wrapped with filter fabric before installation.
6. If desired, 1/4"-1/2" hardware cloth may be placed around the standpipe prior to attaching the filter fabric. This will increase the rate of water seepage into the pipe.

| | | | |
|-----------|----------|------|-------------------|
| REFERENCE | Project | Date | STANDARD DWG. NO. |
| | Designed | Date | IL-650 |
| | Checked | Date | SHEET 1 OF 1 |
| | Approved | Date | DATE 8-11-94 |

⑥ Sump Pit (Not to Scale)

LEGEND

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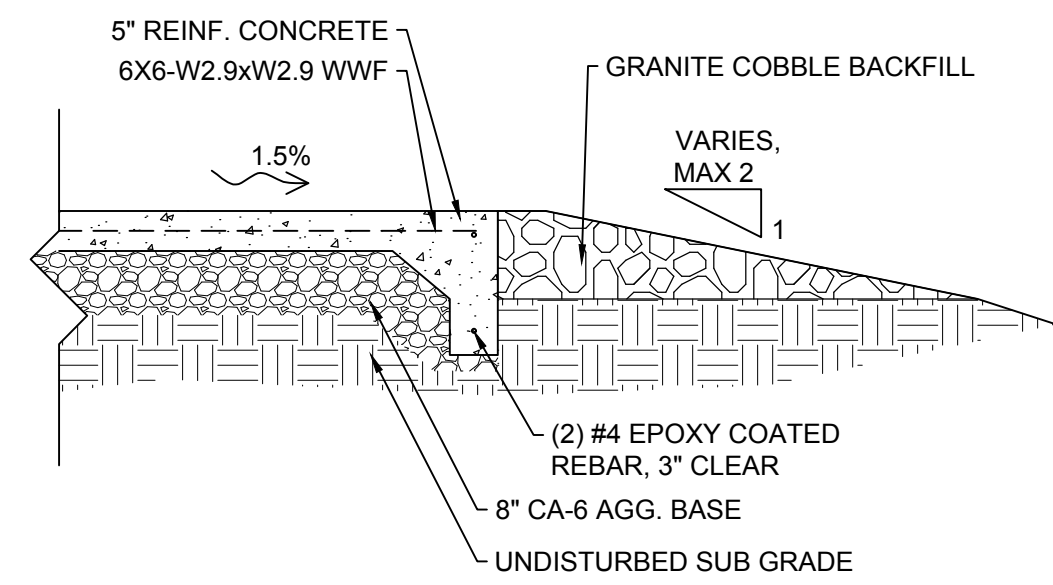
Fab Fox! Water Trail Access Infrastructure

SEBA Park

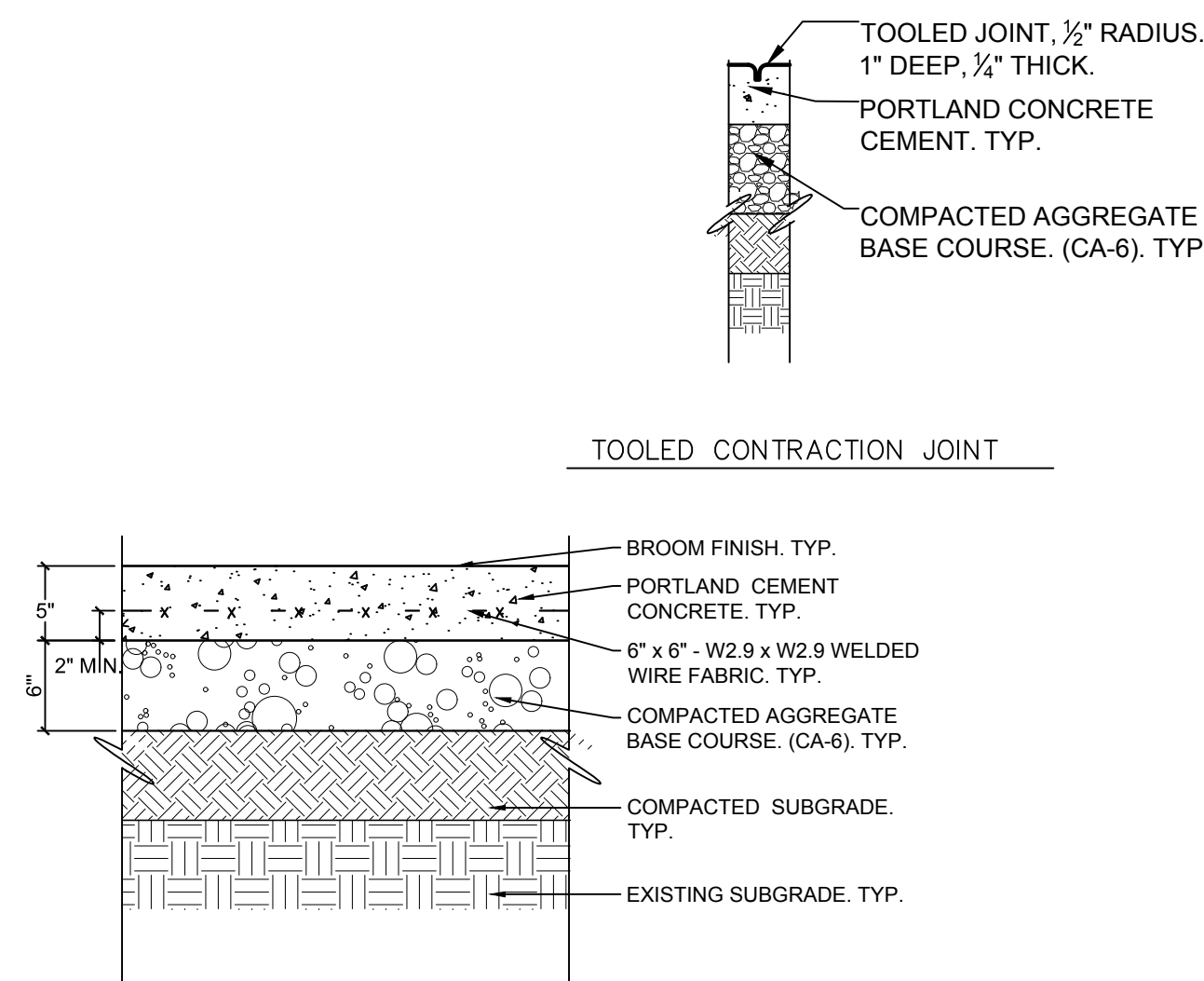
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| PROJECT NO. | 23-0229 | SHEET NO. | C6.0 |
| DESIGNED BY | RJA | | |
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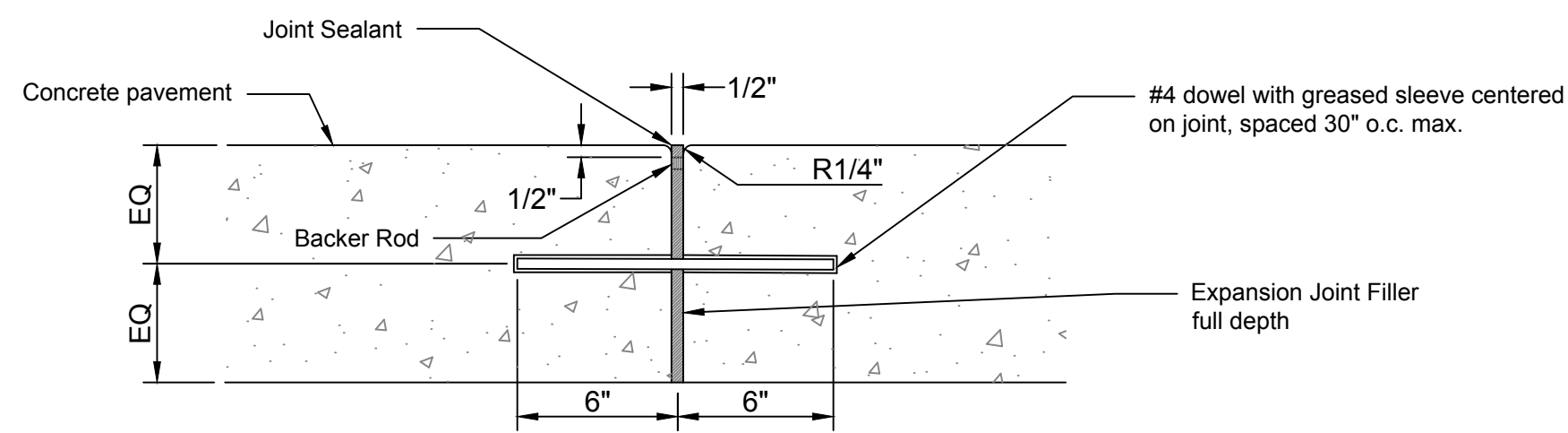
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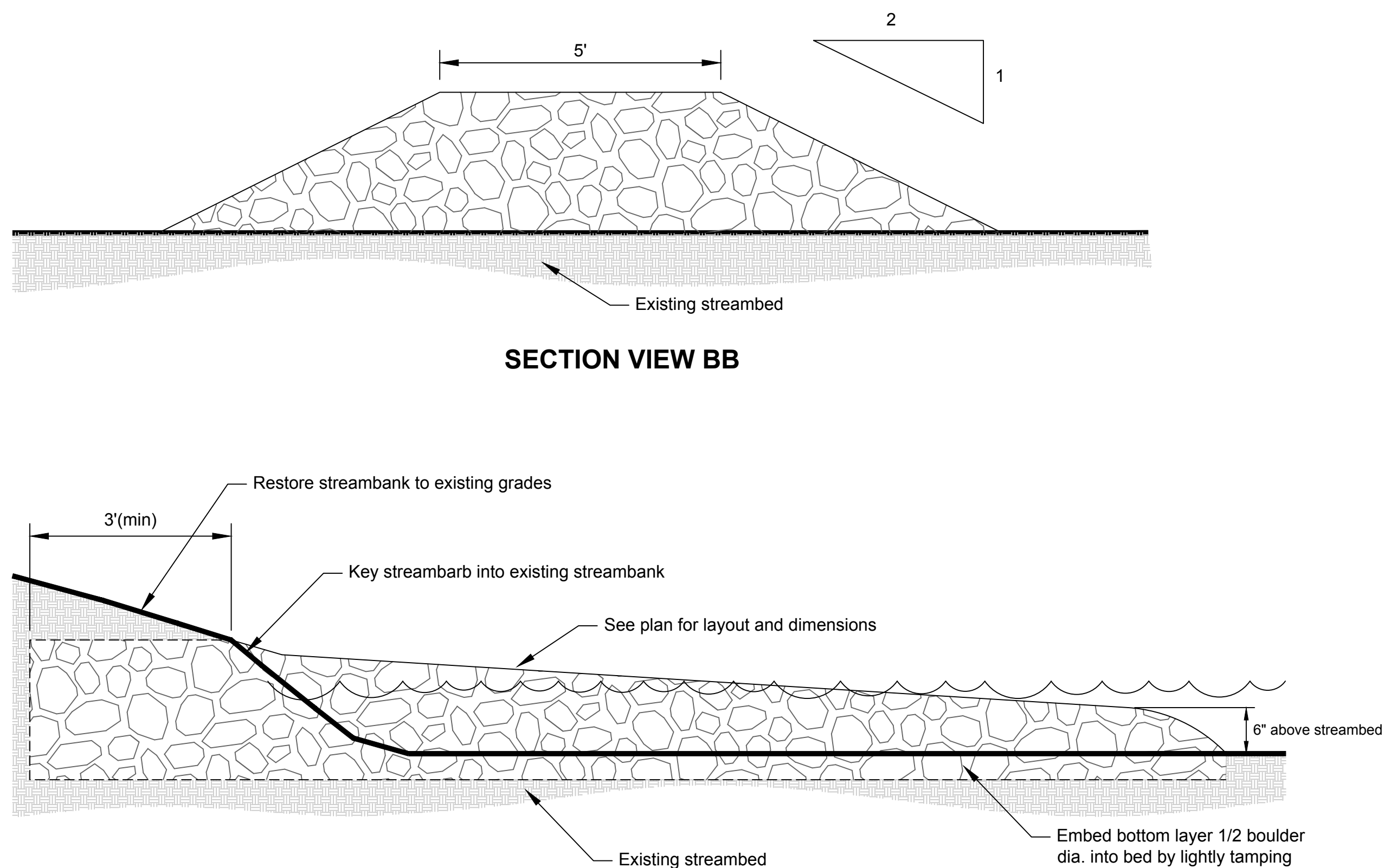
① Concrete Pavement w/ Thickened Edge (Not to Scale)



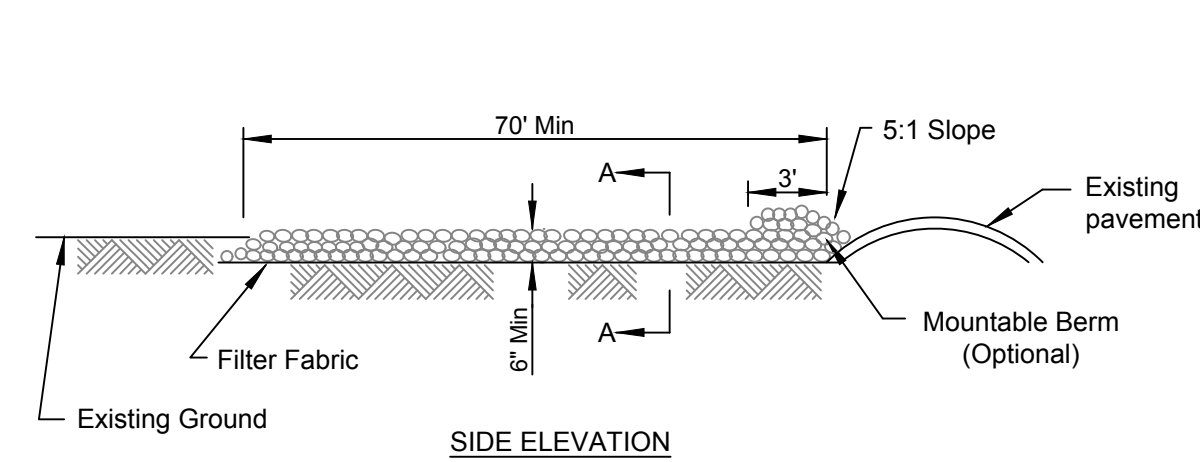
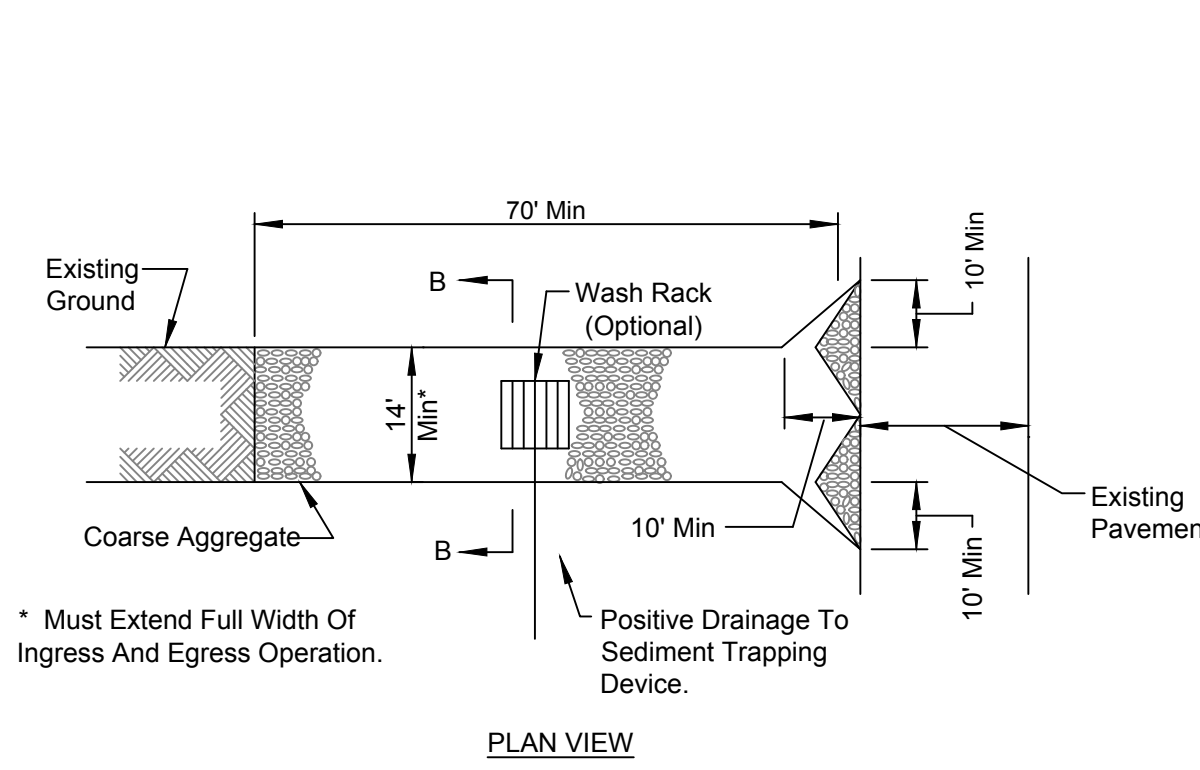
② Concrete Pavement (Not to Scale)



③ Expansion Joint (Not to Scale)

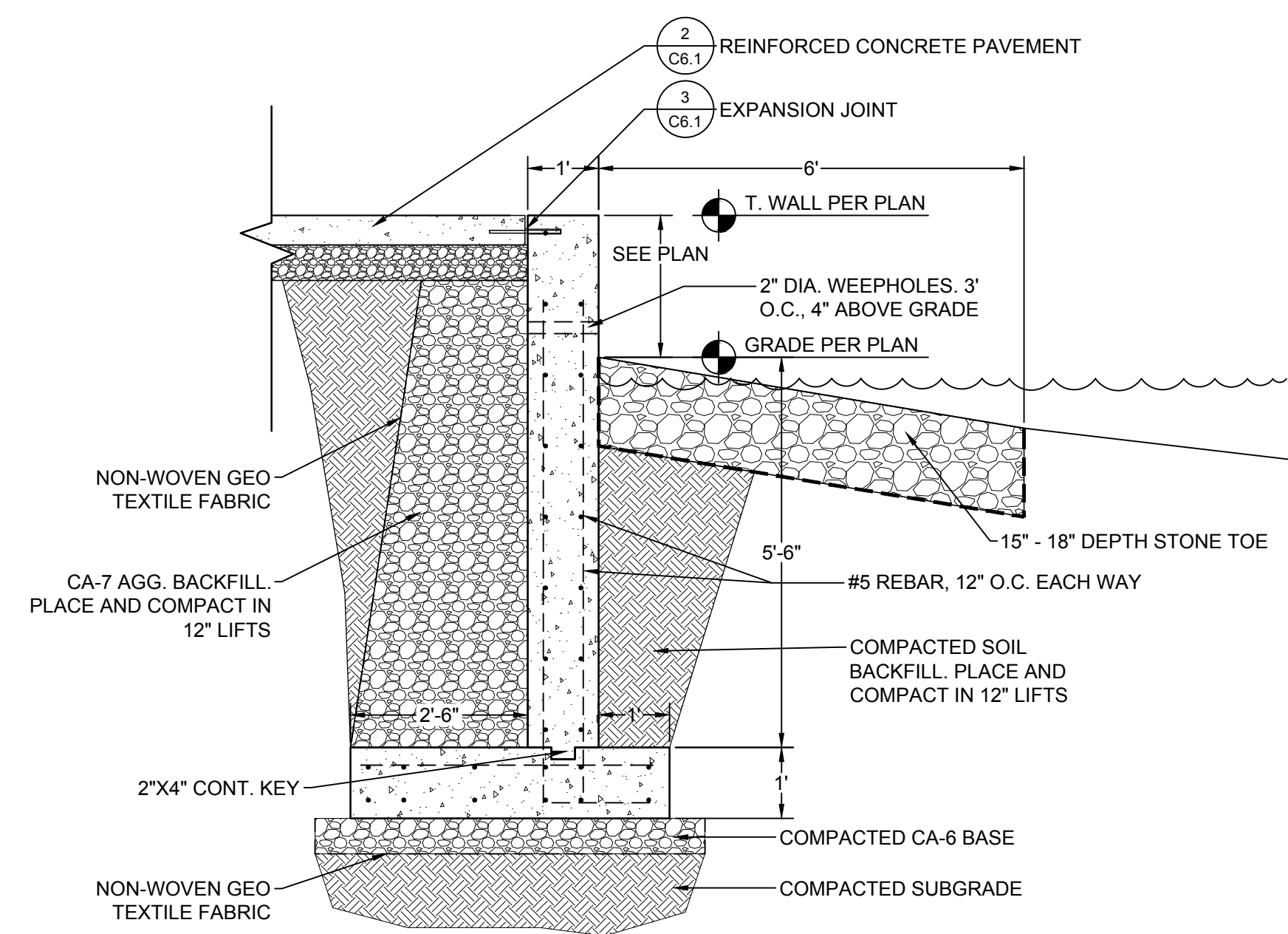
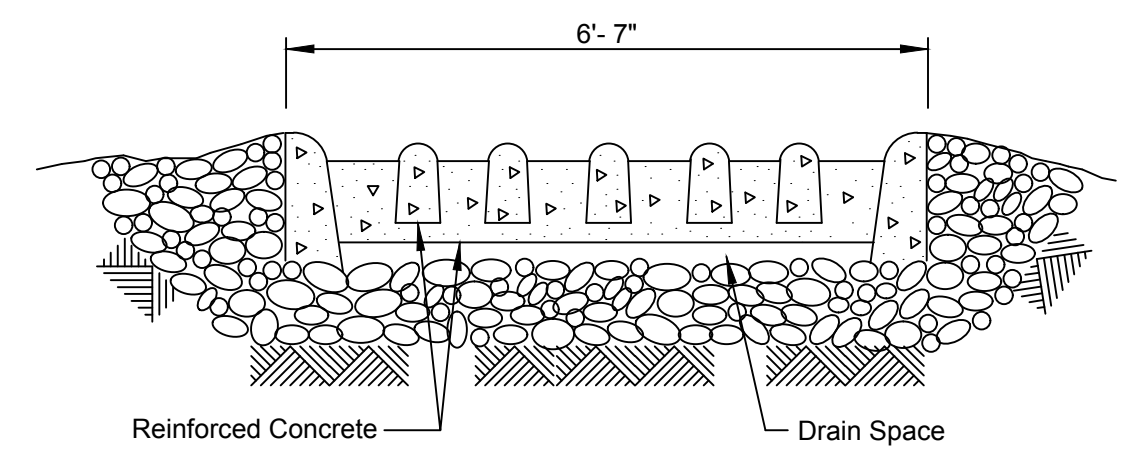
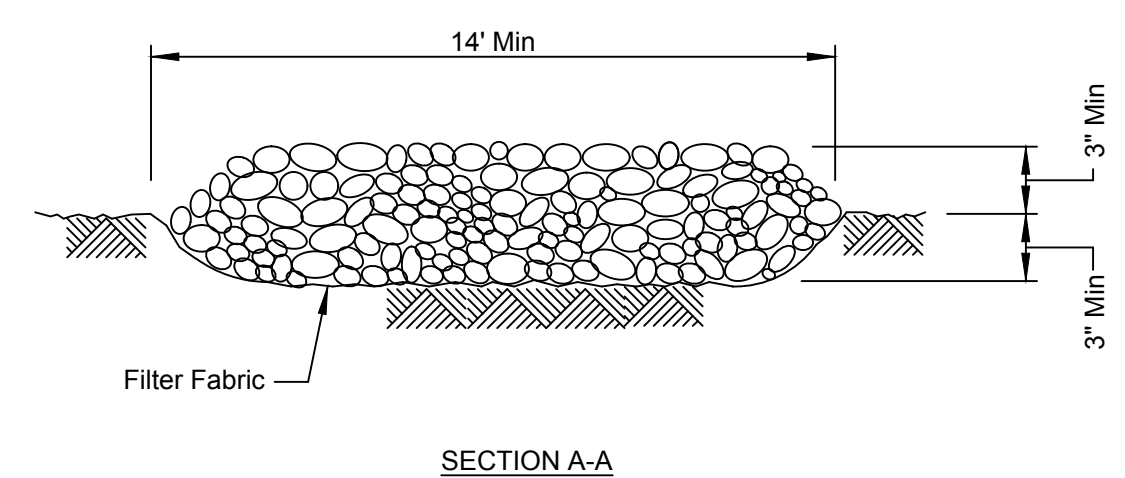


⑤ Stream Barb (Not to Scale)



NOTES:
 1. Filter fabric shall meet the requirements of material specification 592 GEOTEXTILE, Table I or 2, Class I, II or IV and shall be placed over the cleared area prior to the placing of rock.
 2. Rock or reclaimed concrete shall meet one of the following IDOT coarse aggregate gradation, CA-1, CA-2, CA-3 or CA-4 and be placed according to construction specification 25 ROCKFILL using placement Method 1 and Class III compaction.
 3. Any drainage facilities required because of washing shall be constructed according to manufacturers specifications.
 4. If wash racks are used they shall be installed according to the manufactures specifications.

④ Stabilized Construction Entrance (Not to Scale)



⑥ Abutment Wall 1/2" = 1'-0"

LEGEND

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|-----|----------------|------|
| | | |

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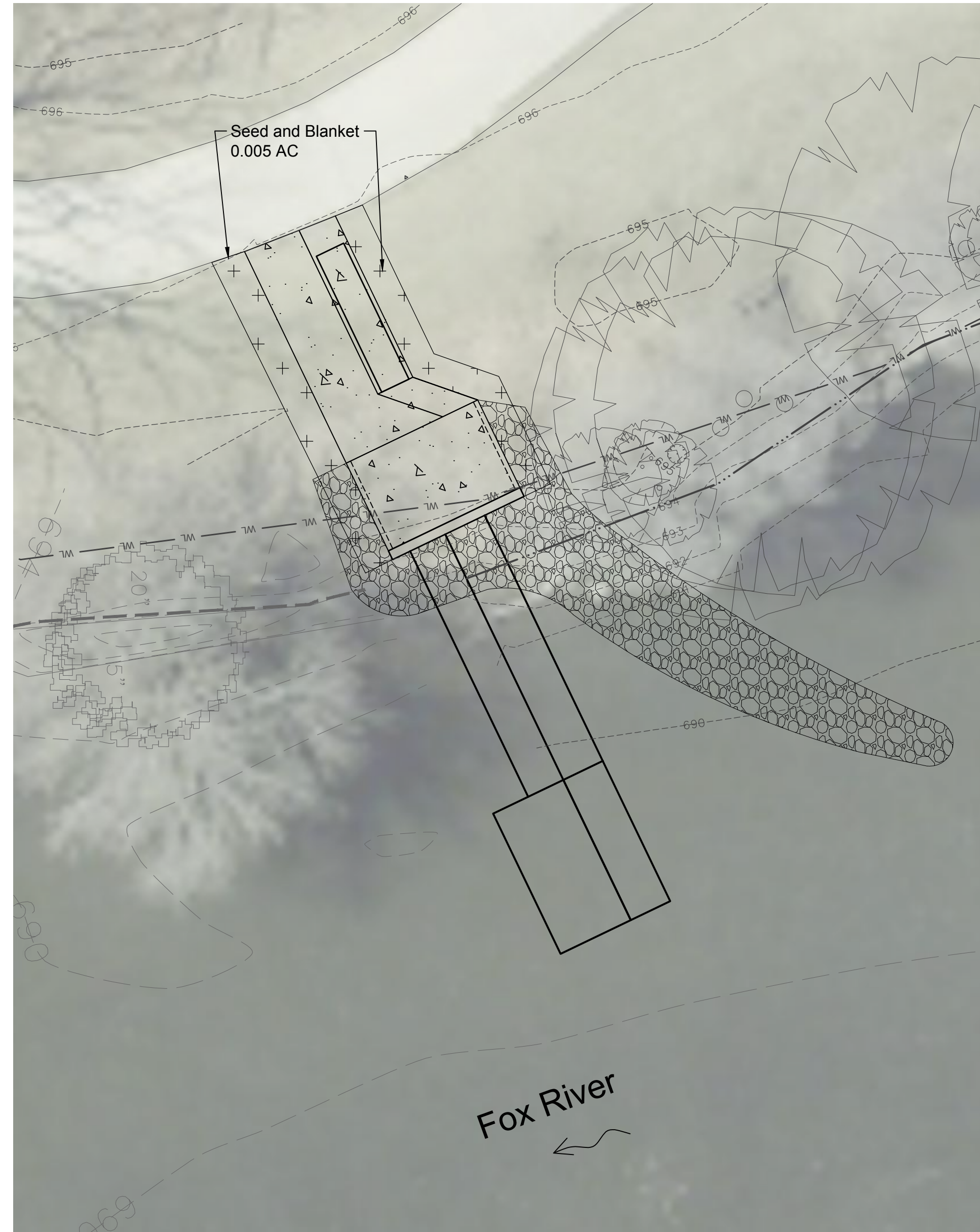
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SEBA Park

Details

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| PROJECT NO: | 23-0229 | SHEET NO: | C6.1 |
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| CHECKED BY: | TRP | OF | |
| APPROVED BY: | JAW | 13 | |
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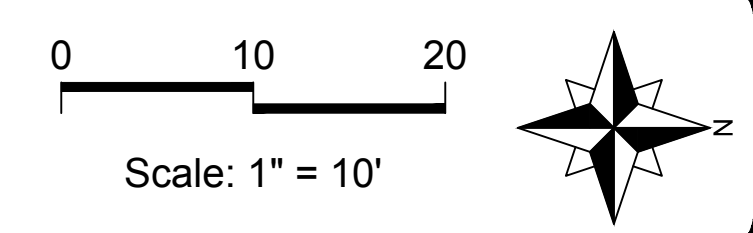
ADDENDUM #4



① FLOATING DOCK LAYOUT
1" = 10'-0"



② ALTERNATE A12: FISHING PIER LAYOUT
1" = 10'-0"



| LEGEND | |
|--------|--|
| | Road Centerline |
| | Edge of Water |
| | Existing 1' Contours |
| | Wetland Boundary |
| | FEMA Floodplain |
| | FEMA Floodway |
| | Existing Tree |
| | Turf Restoration and Erosion Control Blanket |

| No. | Revision/Issue | Date |
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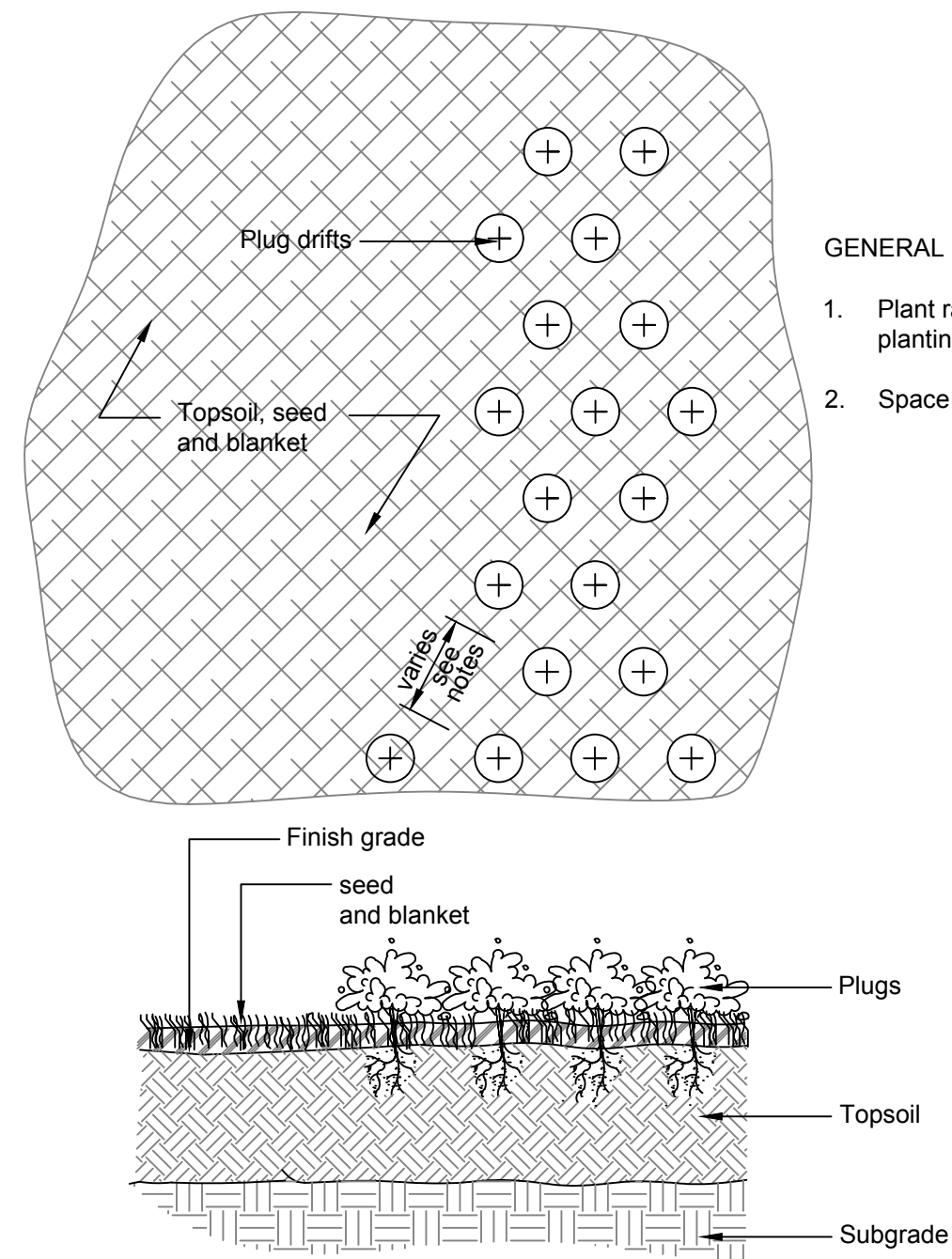
Restoration

| | | |
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| PROJECT NO: 23-0229 | | SHEET NO: |
| DESIGNED BY | RJA | L1.0 |
| DRAWN BY | RJA | |
| CHECKED BY | TRP | |
| APPROVED BY | JAW | PAGE NO: |
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ADDENDUM #4

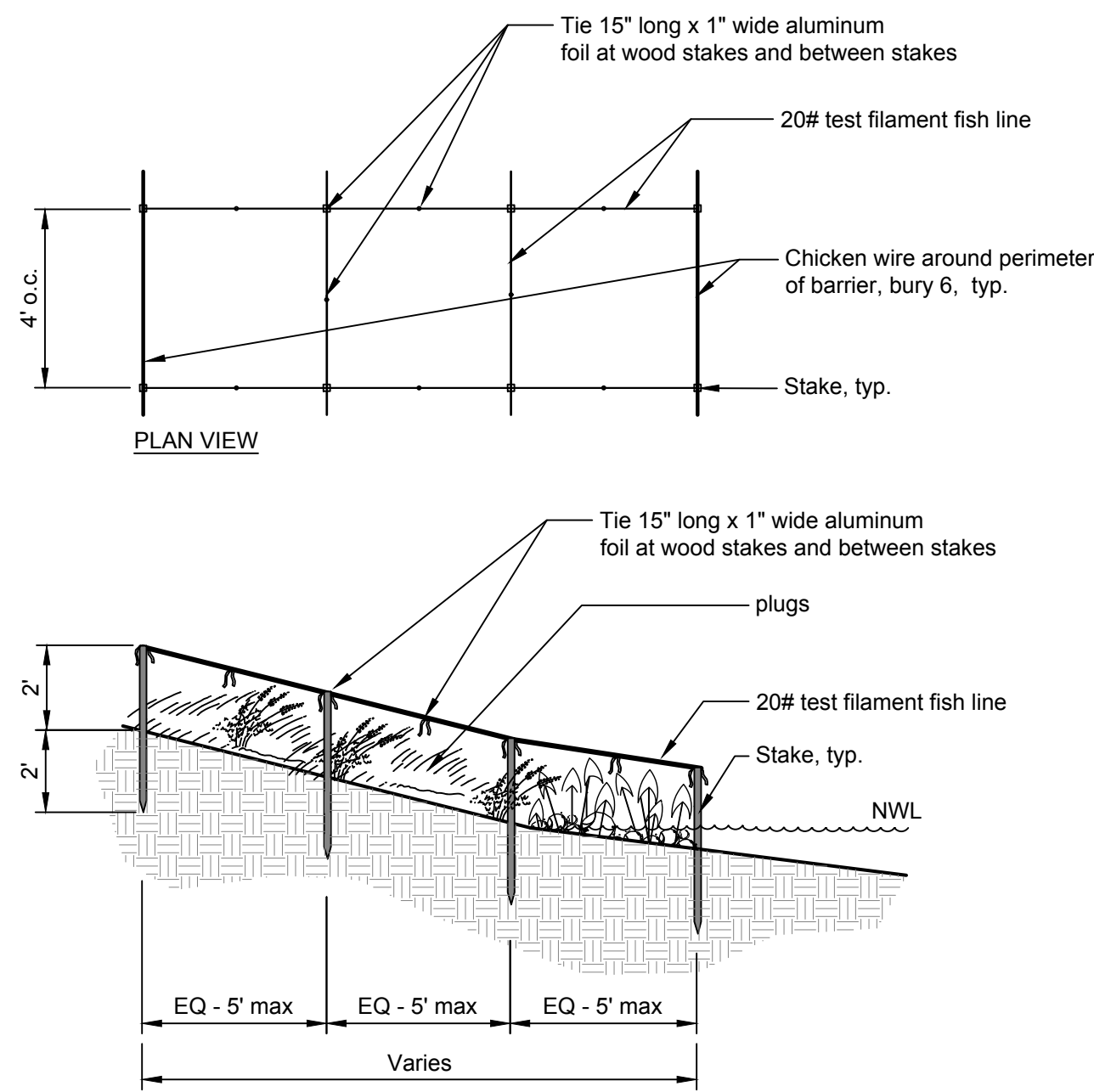
File: \\HEY-CHI-FSD\Projects\2300023-0229 Kene Cnty - Fab Fox Water Trail\05 CAD\03 Fab Fox South Elgin Plans.dwg Plot Date: September 27, 2024 Plotted by: Ryan Alexander

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- GENERAL NOTES:
1. Plant random mix of plugs throughout planting areas.
 2. Space plugs 18" apart

① Perennial Plug Planting
(Not to Scale)



② Goose Protection Barrier
(Not to Scale)

| LEGEND | | |
|--------|----------------|------|
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Landscape Details

| | | | |
|-------------|------------|-----------|------|
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| DESIGNED BY | RJA | PAGE NO: | |
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| CHECKED BY | TRP | | |
| APPROVED BY | JAW | | |
| ISSUE DATE | 09/27/2024 | | |

ISSUED FOR BID

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. FP-R-20-06-2798

RESOLUTION AUTHORIZING A SECOND AMENDMENT OF AN INTERGOVERNMENTAL LICENSE AGREEMENT WITH THE VILLAGE OF SOUTH ELGIN FOR THE USE OF THE JON J. DUERR FOREST PRESERVE

WHEREAS, it is deemed necessary and desirable to make a second amendment a License Agreement between the Forest Preserve District of Kane County and the Village of South Elgin, for the use of the northern most portion of the preserve.

WHEREAS, the original agreement provided for the construction, use and maintenance of amenities such as a Frisbee golf course, two baseball fields, a concession stand and general park area; and

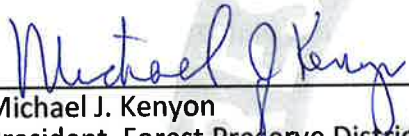
WHEREAS, the first amendment extended the term of the agreement by twenty years to assist with grant qualifications sought by the Village, but the grant was not received, but the Premises has continued to be used by License for public purposes; and

WHEREAS, the parties have agreed that for and in consideration of the performance of certain conditions set forth in the original License Agreement, as extended in the first amendment, and in consideration of the undertakings herein set forth in the second amendment and relative to the modified use of a portion of the Premises as an off-leash, enclosed dog park; and

WHEREAS, Licensor granted a license to Licensee enabling it to utilize a certain area within the JON DUERR FOREST PRESERVE as depicted in Exhibit "A.1" attached to the original license agreement (the "Premises").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kane County that the second amendment of the license agreement attached hereto and made a part hereof as Exhibit A, be, and hereby is approved. The President and Secretary of the Forest Preserve District of Kane County are hereby authorized and directed to execute said amendment on behalf of said District in accordance with its terms.

APPROVED AND PASSED this 9th day of June, 2020.



Michael J. Kenyon
President, Forest Preserve District
Kane County, Illinois



Susan Starrett
Secretary, Forest Preserve District
Kane County, Illinois



EXHIBIT A

SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT is made this 9th day of June, 2020, by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY, an Illinois forest preserve district ("Licensor") and the VILLAGE OF SOUTH ELGIN, an Illinois municipal corporation ("Licensee").

WITNESSETH:

WHEREAS, Licensor granted a license to Licensee enabling it to utilize a certain area within the JON DUERR FOREST PRESERVE as depicted in Exhibit "A" attached to the original license agreement (the "Premises"). The purpose of the License was and remains to permit Kane County residents under the supervision and control of Licensee to use the Premises for certain activities; and

WHEREAS, the parties amended the original license agreement to extend the term thereof through October, 2038 to assist in qualification for a certain grant from the Illinois Department of Natural Resources; and

WHEREAS, the grant was not received, but the Premises has continued to be used by Licensee for public purposes; and

WHEREAS, the parties have agreed that for and in consideration of the performance of certain conditions set forth in the original License Agreement, as extended, and in consideration of the undertakings herein set forth relative to use of a portion of the Premises as an off-leash, enclosed dog park.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Licensor shall have and retain all rights to the use and occupation of the Premises according to the License Agreement, as amended therein expressly granted, but that approved uses

shall now include use of the area depicted on Exhibit A hereto ("Proposed Dog Park") as an off-leash dog park and approved uses shall no longer include a flying disc golf course at the site.

2. Notwithstanding anything in the original License Agreement or First Amendment to the contrary, the parties agree that the following shall be added to Section 4 thereof as an additional new section 4(f) to read as follows: "4(f). Licensee shall be responsible for installing and maintaining at its sole cost all perimeter fencing, signage and entry area gates, and shall maintain in a clean and sanitary condition the dog waste station used on the site, adding an additional dog waste station as may become necessary based on level of use of the Proposed Dog Park. Further, Licensee shall install an eight-foot (8') wide pedestrian asphalt trail from the parking lot in County Park to the pedestrian bridge over the creek and then continuing on the south side of the bridge to the entrance of the Proposed Dog Park site. All improvements undertaken hereunder shall be constructed in compliance with the Americans with Disabilities Act."

3. Except as expressly provided hereinabove to the contrary, the terms and conditions of the original License Agreement are affirmed and ratified and shall continue in full force and effect.

IN WITNESS WHEREOF, each of the parties has caused this License Agreement to be executed by its duly authorized representative as of the day and year first above written.

LICENSOR:

FOREST PRESERVE DISTRICT OF KANE COUNTY

By: Michael J. Kenyon
Michael J. Kenyon, President

ATTEST:

Susan Starrett
Susan Starrett, Secretary

LICENSEE:

VILLAGE OF SOUTH ELGIN

By: _____
Steve Ward, Village President

ATTEST:

Margo Gray, Village 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 MICHAEL J. KENYON, 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 corporate 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 9th day of June 2020.





Ellen J. Maglio, Notary Public

Notary Expiration September 6, 2021

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 SUSAN STARRETT, 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, she signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Kane County Forest Preserve Commission, as her 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 9th day of June 2020.





Ellen J. Maglio, Notary Public

Notary Expiration September 6, 2021

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 STEVE WARD, personally known to me to be the President of the VILLAGE OF SOUTH ELGIN, 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 corporate seal of said corporation to be affixed thereto, pursuant to authority given by the VILLAGE OF SOUTH ELGIN BOARD OF TRUSTEES, as his free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of June 2020.

Seal

Notary Public

Notary Expiration _____

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 MARGO GRAY, personally known to me to be the Clerk of the VILLAGE OF SOUTH ELGIN, 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, she signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the VILLAGE OF SOUTH ELGIN BOARD OF TRUSTEES, as her free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of June 2020.

Seal

Notary Public

Notary Expiration _____



South Elgin Off-Leash Dog Area Location Map



 Forest Preserve Boundary

EXHIBIT B

STATE OF ILLINOIS

SS.

COUNTY OF KANE

RESOLUTION NO. FP-R-10-13-2258

A RESOLUTION AUTHORIZING AN AMENDMENT OF AN INTERGOVERNMENTAL LICENSE AGREEMENT WITH THE VILLAGE OF SOUTH ELGIN FOR USE OF THE JON J DUERR FOREST PRESERVE

WHEREAS, it is deemed necessary and desirable to amend a License Agreement between the Forest Preserve District of Kane County and the Village of South Elgin, for the use of the northern most portion of the preserve (for the construction, use and maintenance of a Frisbee golf course, two baseball fields, a concession stand and restrooms).

WHEREAS, the Village of South Elgin has applied for an IDNR OSLAD Grant to implement improvements to include shoreline stabilization, trail and shelter improvements, naturalized storm water systems and new nature focused recreational amenities; and

WHEREAS, said grant requires a long term use agreement on the property. The Illinois Department of Natural Resources has requested the Village of South Elgin obtain a use agreement for a term of 25 years.

WHEREAS, said Exhibit A sets forth the respective responsibilities and rights of each of the parties to said amendment to the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kane County that the amendment of the license agreement attached hereto and made a part hereof as Exhibit A be, and hereby is approved. The President and Secretary of the Forest Preserve District of Kane County are hereby authorized and directed to execute said amendment on behalf of said District in accordance with its terms.

APPROVED AND PASSED this 8th day of October, 2013

APPROVED:

President, Board of Commissioners
Forest Preserve District of Kane County

ATTEST:

Michael Kenyon
Secretary, Board of Commissioners
Forest Preserve District of Kane County



VILLAGE OF SOUTH ELGIN

ORDINANCE NO. 2013 - 45

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
AN AMENDMENT TO THE INTERGOVERNMENTAL LEASE AGREEMENT
WITH THE KANE COUNTY FOREST PRESERVE
KANE COUNTY, ILLINOIS**

ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF SOUTH ELGIN, KANE COUNTY ILLINOIS
THIS 7th DAY OF October 2013

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE BOARD
OF TRUSTEES OF THE VILLAGE OF SOUTH ELGIN, KANE COUNTY, ILLINOIS
AS PROVIDED BY LAW THIS 7th DAY OF October 2013

ORDINANCE NO. 2013 - 45

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
AN AMENDMENT TO THE INTERGOVERNMENTAL LEASE AGREEMENT WITH
THE KANE COUNTY FOREST PRESERVE
KANE COUNTY ILLINOIS**

WHEREAS, The Village of South Elgin, County of Kane, State of Illinois has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs to protect the public health, safety and welfare of its citizens; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* further authorizes intergovernmental cooperation.

WHEREAS, the Kane County Forest Preserve owns that property commonly known as the County Park and SEBA Park ("KCFP Parks"); and

WHEREAS, the Village of South Elgin previously entered into an Intergovernmental License Agreement ("License Agreement") with the County of Kane to provide additional recreational opportunities for its citizens; and

WHEREAS, in order to secure grants and other benefits, the Village and County desire to amend the License Agreement by approval of the Amendment attached hereto as Exhibit 1; and

WHEREAS, the Board of Trustees of the Village of South Elgin finds that it is in the best interest of the Village to enter into the Amendment to the License Agreement attached hereto as Exhibit 1.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE OF SOUTH ELGIN, COUNTY OF KANE, STATE OF ILLINOIS, AS FOLLOWS:

SECTION ONE: The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION TWO: The Village President is hereby authorized and directed to execute, and the Clerk to attest, that Amendment to the License Agreement with the Kane County Forest Preserve for the use of KCFP Parks attached hereto as Exhibit "1".

AMENDMENT TO LICENSE AGREEMENT

THIS AMENDMENT TO LICENSE AGREEMENT is made this 7th day of October, 2013, by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY, an Illinois forest preserve district ("Licensor") and the VILLAGE OF SOUTH ELGIN, an Illinois municipal corporation ("Licensee")

WITNESSETH:

WHEREAS, Licensor granted a license to Licensee enabling it to utilize a certain area within the JON DUERR FOREST PRESERVE as depicted in Exhibit "A" attached to the original license agreement (the "Premises"). The purpose of the License was and remains to permit Kane County residents under the supervision and control of Licensee to use the Premises for certain activities; and

WHEREAS, the parties have agreed that for and in consideration of the performance of certain conditions set forth in the original License Agreement, the Premises may be used by Licensor for the activities described in this License. Many improvements contemplated by the original License Agreement have been completed and installed at the Premises by Licensee, including restroom upgrades and other amenities. Licensee has qualified for an Illinois Department of Natural Resources Grant with respect to certain Phase II improvements approved by Licensor in 2011, subject to receiving an extension of the License Agreement for a twenty-five year term. Licensee has therefore requested an extension of the License Term for a 25 year term beginning October 2013 and continuing through 2038 and Licensor is requiring as a condition thereof that all such improvements shall comply with the Americans with Disabilities Act, as applicable.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Licensor shall have and retain all rights to the use and occupation of the Premises according to the License Agreement, as therein expressly granted, but that the Term of the License is hereby amended to run from the date hereof to October 31, 2038.

2. Notwithstanding anything in the original License Agreement to the contrary, the parties agree that the following shall be added to Section 4 thereof as an additional new section 4(e) to read as follows: "4(e). Licensee shall comply with all requirements relating to the Americans with Disabilities Act including installation, as necessary of any ADA compatible improvements."

3. Except as expressly provided hereinabove to the contrary, the terms and conditions of the original License Agreement are affirmed and ratified and shall continue in full force and effect

IN WITNESS WHEREOF, each of the parties has caused this License Agreement to be executed by its duly authorized representative as of the day and year first above written.

LICENSOR:

FOREST PRESERVE DISTRICT
OF KANE COUNTY

By: _____

Its President

ATTEST:

Michael Kenyon
Secretary

LICENSEE:

VILLAGE OF SOUTH ELGIN

James W. Hansen, II, Village President

By: _____

Its President

ATTEST:

Margaret M. Greer, Village Clerk,
by Mary C. Vanderboom, Deputy Clerk
Margaret M. Greer Mary C. Vanderboom
Secretary Its Clerk Deputy Clerk



SECTION THREE: This Ordinance shall be in effect immediately from and after its passage and approval.

SECTION FOUR: REPEAL OF PRIOR ORDINANCES. All prior Resolutions and Ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of South Elgin this 7th day of October, 2013 pursuant to roll call vote as follows:

AYES: Sauceda, Barconi, Ward, Kolodziej, Gues, Sweet

NAYS: Ø

ABSENT: Ø

ABSTAIN: Ø

APPROVED this 7th day of October, 2013.


James W. Hansen, II, Village President

ATTEST:
Margaret M. Gray by
Mary C. Vandenberg Deputy Clerk
Margaret M. Gray, Village Clerk
By Mary C. Vandenberg, Deputy Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of South Elgin, Kane County, Illinois, and that the foregoing is a true and exact copy of Ordinance 2013 - 45 enacted on October 7, 2013 and approved on October 7, 2013 as the same appears from the official records of the Village of South Elgin.

Margaret M. Gray by
Mary C. Vandenoorn, Deputy Clerk
Village Clerk, Margaret M. Gray
By Mary C. Vandenoorn, Deputy Clerk



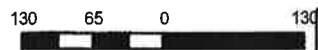


Legend

- Roads
- +•• KQ Rail Roads
- Jon Duerr use agrmntmap

South Elgin Agreement

1
W + E





South Elgin Off-Leash Dog Area Location Map



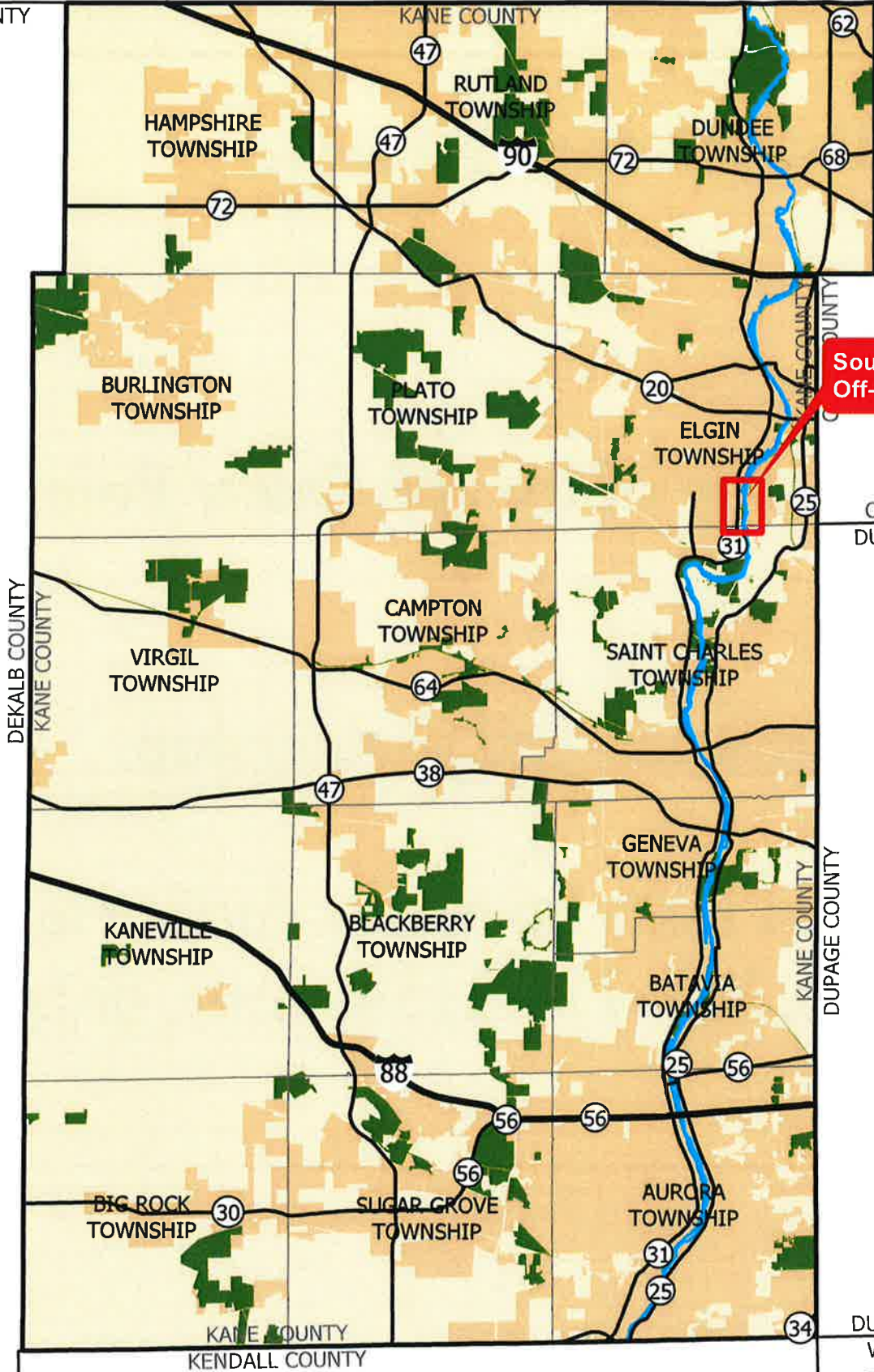
 Forest Preserve Boundary



Forest Preserve District of Kane County South Elgin Off Leash Dog Area Location Map

MCHENRY COUNTY
DEKALB COUNTY

MCHENRY COUNTY



**South Elgin
Off-Leash Dog Area**

COOK COUNTY
DUPAGE COUNTY

DEKALB COUNTY
KANE COUNTY

KANE COUNTY
DUPAGE COUNTY



DUPAGE COUNTY
WILL COUNTY

KANE COUNTY
KENDALL COUNTY

Kane County
ite 320

– Jon Duerr Forest Preserve

original copy of the Jon Duerr Forest Preser

your cooperation and partnership.

sitions, or if I can be of any further assistance
9 (office), 847-774-1154 (cell), or by e-mail

ORIGINAL SOUTH ELGIN LICENSE AGREEMENT
FOR PROS BKA GOLF - 5/29/16 - EXPIRES



South Elgin Parks & Recreation
10 N. Water St.
South Elgin, IL 60177
Phone: (847) 622-0003
Fax: (847) 622-0462

June 21, 2011

Mr. Robert Quinlan, Director of Finance
Forest Preserve District of Kane County
1996 South Kirk Road, Suite 320
Geneva, IL 60134



RE: License Agreement – Jon Duerr Forest Preserve

Dear Mr. Quinlan:

Per your request here is an original copy of the Jon Duerr Forest Preserve License Agreement 2011-2016.

Thank you in advance for your cooperation and partnership.

If you have additional questions, or if I can be of any further assistance to you, please feel to contact me at 847-742-0299 (office), 847-774-1154 (cell), or by e-mail at jreuter@southelgin.com.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jim Reuter".

Jim Reuter, Director
Parks and Recreation, the Benefits are Endless...

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 27th day of May, 2011, by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY, an Illinois forest preserve district ("Licensor") and the VILLAGE OF SOUTH ELGIN, an Illinois municipal corporation ("Licensee").

WITNESSETH:

WHEREAS, Licensor is about to grant a license to Licensee enabling it to utilize a certain area within the JON DUERR FOREST PRESERVE as depicted in Exhibit "A" attached hereto (the "Premises"). The purpose of this License is to permit Kane County residents under the supervision and control of Licensee to use the Premises for certain activities; and

WHEREAS, the parties have agreed that for and in consideration of the performance of certain conditions, the Premises may be used by Licensor for the activities described in this License.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Licensor shall have and retain all rights to the use and occupation of the Premises except as herein expressly granted.
2. Licensor grants to Licensee the right, license and privilege ("License") to use and occupy the Premises described in Exhibit "A" attached hereto and made a part hereof for such activities as constructing, using, and maintaining restroom/concession building, play/athletic fields, a flying disc golf course ("Frisbee"® golf) or golf holes and related uses consistent therewith (all of which related uses shall be subject to Licensor's advance written approval).

All such improvements constructed or installed at the Premises shall become the property of Licensor at the termination of this License, without setoff or claim against Licensor by Licensee.

This License shall commence on the date of execution hereof by the last party signing and the term of the License shall be for five (5) years after such date of commencement, unless sooner terminated by either party.

The term of this License, as hereinabove set forth, may be extended by Licensee with Licensor's written approve for a period of five (5) additional years as specified by Licensee by written notice to Licensor given prior to the expiration of the original License terms, unless sooner terminated.

Notwithstanding anything express or implied herein to the contrary, either party may terminate this License for a material breach of this License Agreement by the other party, provided the party seeking to terminate this License Agreement first serves written notice of the material breach on the other party and provides said party thirty (30) days to remedy the breach. If such breach is not timely cured, this License shall terminate.

3. This License is not alienable or assignable.
4. Licensee agrees to the following requirements on its part:
 - a. The Premises covered by this License shall be used solely for the purpose of constructing, operating, using and maintaining the improvements described in paragraph 2 above ("Activities").
 - b. The Premises which are being used by Licensee for the Activities shall at all times during the License period be maintained for such purposes by Licensee at its expense.
 - c. Licensee will keep such Premises open for use to the general public and not the exclusive use of a private organization or organizations; provided, this restriction shall not prohibit the Licensee from permitting various groups the exclusive use of a portions of the Premises for specified durations.
 - d. Licensee, in the maintenance of the Premises, shall comply with any federal, state or local laws regarding the condition and accessibility of the Premises.
5. Licensee, upon taking possession of the Premises, shall acquire and maintain in effect the following insurance coverage in not less than the following minimum amounts:
 - a. Employer's liability and workers' compensation as prescribed by law in Illinois.

- b. Comprehensive general liability coverage on an occurrence basis from an insurance company licensed with the State of Illinois or other insurer approved by Licensor with at least \$1 million single limit coverage on all risks. Licensee shall name Licensor as additional insured and shall furnish Licensor with duplicate policies or certificate evidencing insurance in force as required herein prior to taking possession of the Premises. Evidence of payment of premiums shall be delivered to Licensor at least thirty (30) days prior to the expiration dates of each existing insurance policy.

This license is entered into in accordance with the Intergovernmental Cooperation Act and nothing herein shall alter or destroy any of the immunities to which either or both may be entitled. Licensor acknowledges Licensee's participation in an intergovernmental cooperative insurance pool and, provided that Licensee complies with all other terms concerning insurance coverage, accepts same.

Additionally, Licensee shall provide routine police surveillance and police coverage for the Premises.

6. No waiver by Licensor or any breach or a series of breaches of this License shall constitute a waiver of any subsequent breach or waiver of the terms of the License.
7. Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage pre-paid to the address or addresses or persons set forth below:

KCFP
Monica Meyers
Executive Director
1996 S. Kirk Road
Suite 320
Geneva, IL 60134

Attorney for the District
Patrick Kinnally
Kinnally, Flaherty,
Krentz & Loran, P.C.
2114 Deerpath Road
Aurora, IL 60506

Village of South Elgin
Jim Reuter
Director
Parks and Recreation Dept.
10 N. Water Street
South Elgin, IL 60177

Attorney for the Village
Derke J. Price, Partner
Ancel, Glink, Diamond,
Bush, DiCianni & Krafthefer, P.C.
1111 E. Warrenville Road
Naperville, IL 60563

8. If either party institutes any action at law or in equity against the other party to secure or protect its rights under or to enforce the terms of this License, in addition to any judgment entered in its favor, the prevailing party shall be entitled to recover such reasonable attorneys' fees as may be allowed by the court, together with court costs and reasonable expenses of litigation.
9. If Licensor shall be subject to any claim demand, or penalty or become a party to any sit or other judicial or administrative proceeding by reason of any claimed act or omission by Licensee, its employees or agents, or by reason of any act occurring on the Premises, or by reason of an omission with respect to the business or operation of the site, Licensor shall indemnify and hold Licensor harmless against all judgments, settlements, penalties, and expenses, including attorneys' fees, court costs and other expenses of litigation or administrative proceedings, incurred by or imposed on Licensor in connection with the investigation or defense relating to such claim or litigation or administrative proceedings and Licensee shall also directly defend Licensor against same. The indemnification obligation under this License Agreement shall not apply to any liability or expense arising out of intentional or negligent acts of Licensor, its employees or agents.
10. All references in this License to the singular shall include the plural where applicable, and all references to the masculine shall include the feminine and vice versa. If either reference shall be declared invalid, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect.
11. Licensee shall have no authority, express or implied, to act as agent of Licensor for any purpose. Licensee shall remain an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to the Premises, including any personal equipment or fixtures connected therewith and for all claims or demands based on damage or destruction of property or based on injury, illness, or death of any person or person, directly or indirectly, resulting from the uses of the Premises, unless caused by the intentional or negligent acts of Licensor, its employees or agents.
12. 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.

IN WITNESS WHEREOF, each of the parties has caused this License Agreement to be executed by its duly authorized representative as of the day and year first above written.

LICENSOR:

FOREST PRESERVE DISTRICT
OF KANE COUNTY

By: _____

John Hoescheit, President

ATTEST:

Assistant Secretary

LICENSEE:

VILLAGE OF SOUTH ELGIN

By: _____

James Hansen, President

ATTEST:

Secretary



EXHIBIT A
DEPICTION OF PREMISES LOCATED AT NORTH END OF JON DUERR FOREST PRESERVE

