

5-EAS

[FOR RECORDER'S USE]

**GRANT OF EASEMENT  
FOR INGRESS AND EGRESS**

THIS AGREEMENT is effective on this 3<sup>rd</sup> day of December, 2007, by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY, a municipal corporation, of Geneva, Illinois (hereinafter "Grantor") and THE COUNTY OF KANE, a municipal corporation, of Geneva, Illinois (hereinafter "Grantee").

WHEREAS, Grantor is the owner of property commonly known as the Fox Valley Ice Arena ("Ice Arena"), located at 1441 S. Kirk Road, Geneva, Illinois; and

WHEREAS, the Grantee is the owner of property commonly known as Settler's Hill Landfill Site ("Land Fill"), located at 1031 East Fabyan Road, Geneva, Illinois; and

WHEREAS, Grantee requires access over and across the Ice Arena entrance road (the "Entrance Road") to the Land Fill site and other adjoining parcels over which Grantee has rights and maintenance obligations; and

WHEREAS, the parties hereto desire, by this Agreement, to set forth the rights of ingress, egress and access over the Entrance Road on Grantor's real estate to allow for Grantee's access to its properties and other nearby real estate over which it has rights, all within the area more specifically depicted on Exhibit A and legally described on Exhibit B, both attached hereto (the "Easement Area").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated and restated herein as material terms of this Agreement.

2. **Grant of Access, Ingress, and Egress to Grantee.** The Grantor does hereby grant to Grantee, its successors and assigns, invitees, licensees, and agents a permanent, non-exclusive right of ingress and egress over and upon the Easement Area, subject to the terms hereof. The use of the term "non-exclusive" herein shall mean that the ingress, egress and access rights granted pursuant to this Agreement shall be subject to the contemporaneous and continuing right of the Grantor, its staff, patrons, licensees, and invitees to use the Easement Area for ingress, egress, and maintenance of the Entrance Road, in such manner as Grantor may determine to be necessary and/or appropriate from time to time.

3. **Limitations upon Grant.** It is agreed and understood that the rights granted herein are expressly limited as follows: the Grantee will require and cause its employees, invitees, licensees and agents to use the ingress and egress in a manner which permits the continued flow of vehicular traffic through and to the Grantor's property and the Ice Arena site and the parties will not suffer or permit the standing, stopping or parking of vehicles in areas other than designated parking spaces, except for emergency or security vehicles, which the parties agree may do so on a temporary basis. Grantee shall have no obligation to maintain or repair the Entrance Road, but shall not suffer or cause any unnecessarily heavy vehicles to traverse the Entrance Road, if other reasonable access is available to it. Notwithstanding the foregoing, Grantor shall not be obligated to pave nor maintain nor repair any paved drive surface or other similar improvement with in the Easement Area, except on such basis as it determines in its sole discretion. Nothing herein contained shall be deemed or construed to impose upon the Grantor or Grantee any obligations to clear the Easement Area of ice or snow, or take any affirmative action with respect to clearing any

natural accumulations on the Easement Area for access purposes. Further, it is acknowledged that nothing contained herein shall be deemed or construed to restrict the Grantor or Grantee from installing any and all gates, fences or obstructions over any drive from the Easement Area connecting to the Land Fill site to thereby restrict access on and about the balance of the Land Fill property from time to time as it deems necessary, but Grantor and Grantee shall provide the other with keys to any such gates or other access limiting devices, so as to enable both parties to fully use the Easement Area in a manner contemplated by that certain license agreement between the parties bearing even date herewith, provided, further that the gates or other devices shall be operated in a manner that continues to provide Grantee with reasonable security for the Land Fill site, generally. The parties shall coordinate the policies and procedures relating to the opening, closing and locking of all such security gates to ensure both parties unlimited access, but limiting general public or third party access over same to times when supervised activities are occurring, such as public events where parking overflow or release of vehicles from an adjacent event is occurring through such areas, or approved or authorized work is occurring at the golf course or landfill site, which is necessitating access through such security gates.

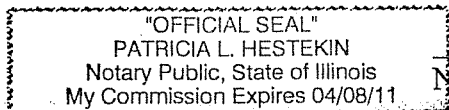
4. **Grants as Permanent; Recording of Agreement.** Except as contemplated in paragraph 3, this Agreement is intended to represent permanent grants and it is intended to run with the lands of the parties hereto; accordingly, the parties shall cause a copy of this Grant of Easement to be recorded in the office of the Kane County Recorder.

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

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that **JOHN HOSCHIET** and **ROBERT QUINLAN**, personally known to me to be the President and Secretary of the FOREST PRESERVE DISTRICT OF KANE COUNTY, 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 Grantor.

Given under my hand and official seal this 3<sup>rd</sup> day of December, 2009



Patricia L. Hestekin  
Notary Public

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 **KAREN MCCONNAUGHAY**, personally known to me to be the President of the Kane County Board, and **JOHN CUNNINGHAM** personally known to me to be the Kane County Clerk, 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 President and Secretary of said Kane County Board.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

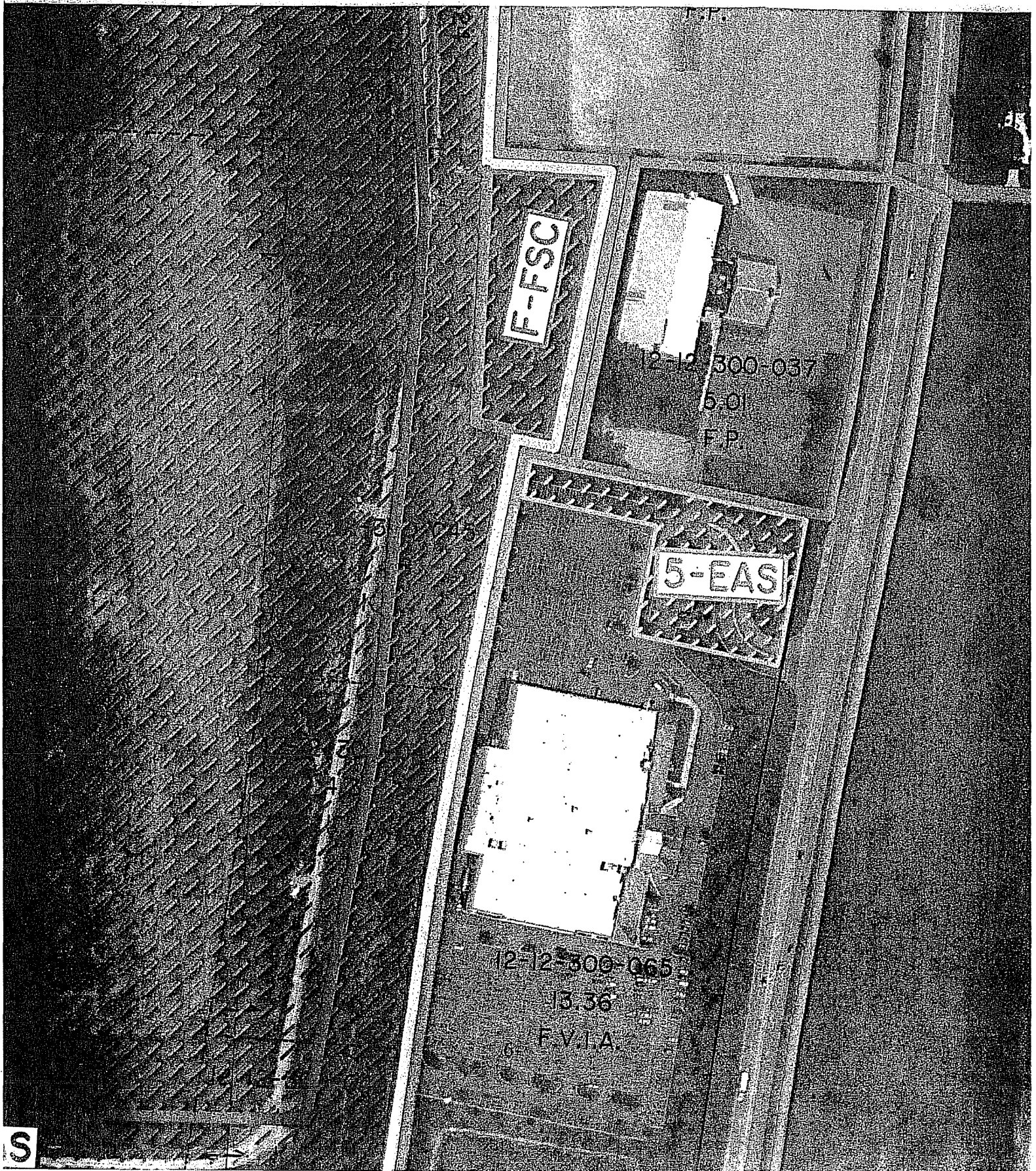
\_\_\_\_\_  
Notary Public

**PREPARED BY AND RETURN TO:**

Attorney Gerald K. Hodge  
2114 Deerpath Road  
Aurora, Illinois 60506

EXHIBIT A

DEPICTION OF EASEMENT AREA



**EXHIBIT B**

**LEGAL DESCRIPTION FOR:**

**5-EAS**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 6 IN THE ASSESSMENT MAP OF MARTIN SCHOCK ESTATE AS RECORDED BY DOCUMENT 123491; THENCE S.89°30'49"E. ALONG THE SOUTH LINE OF SAID LOT 6 AND LOT 5, 733.36 FEET TO A BEND POINT IN THE EASTERLY LINE OF THE COUNTY OF KANE TRACT; THENCE CONTINUING ALONG A PROLONGATION OF THE LAST DESCRIBED COURSE, 217.61 FEET; THENCE S.08°27'29"W., 492.99 FEET FOR A POINT OF BEGINNING; THENCE S.81°30'58"E. TO THE WESTERLY LINE OF KIRK ROAD AS ESTABLISHED BY DOCUMENT 1061885; THENCE S.08°29'13"W. ALONG SAID WESTERLY LINE, 253.71 FEET; THENCE N.81°30'47"W., 250.32 FEET; THENCE N.10°36'29"E., 189.02 FEET; THENCE N.81°16'08"W., 231.15 FEET TO A PARALLEL LINE 500.00 FEET WESTERLY OF, AS MEASURED PERPENDICULAR TO, THE WESTERLY LINE OF KIRK ROAD AS ESTABLISHED BY DOCUMENT 1061885; THENCE N.08°28'35"E., 64.14 FEET; THENCE S.81°16'08"E., 77.15 FEET TO THE POINT OF BEGINNING, CONTAINING 1.773 ACRES IN KANE COUNTY, ILLINOIS.