

COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5930
F: (630) 232-9188
clauzen@kanecoboard.org
www.countyofkane.org

DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

RECEIVED

OCT 16 2013

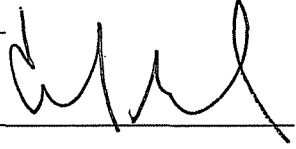
KANE COUNTY BOARD

Name of Document: At & T Easement Agreement

Resolution No.: 13-207

For Anderson Road, Kane Co Section #01-00274-00-BR

Submitted by: Linda Haines

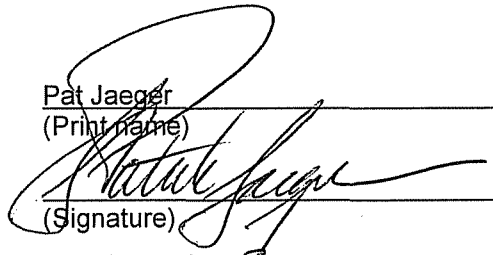
Dept. Head Signature: 

Date Submitted: October 8, 2013

Dept. Head Sign-off Date: 10.15.13

Examined by:

Pat Jaeger
(Print Name)


(Signature)

10-10-13
(Date)

Post on the Web: YES ☒ NO ☐ Atty. Initials: _____

Comments:

Chairman signed: YES ☒

NO ☐

10/21/2013
(Date)

Document returned to:

John Cunningham for
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 207

**APPROVING GRANT OF PERMANENT EASEMENT
ANDERSON ROAD EXTENSION
KANE COUNTY SECTION NO. 01-00274-00-BR**

WHEREAS, the County of Kane is authorized by law, pursuant to the Illinois Compiled Statutes, 55 ILCS 5/5-1005 (2010), to make contracts and do other acts in relation to the property and concerns of the County necessary in the exercise of the County's corporate powers; and

WHEREAS, the County of Kane has acquired right of way for the extension of Anderson Road, Kane County Sec. No. 01-00274-00-BR, which right of way is crossed by a permanent easement held by AT&T Corporation; and

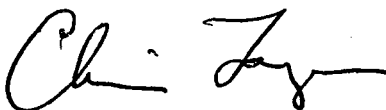
WHEREAS, AT&T and the County desire to relocate the existing AT&T permanent easement premises so that the new location of the permanent easement premises is convenient for both AT&T and the County for the purpose of the construction of the extension of Anderson Road; and

WHEREAS, AT&T desires to abandon and otherwise vacate its existing permanent easement premises in favor of a new permanent easement premises location in accordance with the Grant of Permanent Easement Agreement (a copy of which is on file in the office of the Kane County Clerk).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County of Kane hereby grants to AT&T Corporation a permanent easement for buried underground communications systems as set forth in the Grant of Permanent Easement Agreement and the Chairman of the Kane County Board is hereby authorized and directed to execute a permanent easement agreement therefor.

Passed by the Kane County Board on June 11, 2013.

John A. Cunningham
Clerk, County Board
Kane County, Illinois



Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

Yes

No

Voice

Abstentions

24
0
0
0

REIMBURSEMENT AGREEMENT

This AGREEMENT made this ____ day of _____ 2013, by and between AT&T Corp., on behalf of itself and its affiliated companies, which has a place of business at 3001 Cobb Parkway, Atlanta, GA 30339 ("AT&T") and the County of Kane a body corporate and politic of the State of Illinois of 719 South Batavia Avenue, Geneva Illinois 60134, ("County") and. Elburn Station Land Company LLC of 17 North First Street, Geneva, Illinois 60134 and Covington Court Partnership of 17 North First Street, Geneva, Illinois 60134 (collectively the "Developer"). The County, the Developer and AT&T are hereinafter collectively referred to as the "Parties" and each individually as a "Party".

WITNESSETH:

WHEREAS, AT&T is a grantee of an easement that is recorded in County of Kane, State of Illinois (the "Easement"); and

WHEREAS, the Easement and any AT&T buried underground cable and associated facilities that have been placed within the Easement premises will be adversely impacted by County's and the Developer's proposed construction within the Easement premises; and

WHEREAS, the County and the Developer will reimburse AT&T for AT&T's cost of relocating a section of the above described AT&T Cable between Keslinger Road and Illinois State Route 38 generally east of the Village of Elburn, Illinois and west of Pouley Road (the "Cable");

NOW THEREFORE, the Parties agree as follows:

1. AT&T will provide engineering, plant protection, labor, materials, and supervision necessary to relocate the Cable, to where shown on the drawing attached hereto as Exhibit "A", (the "Work"). The Work is more particularly described in Exhibit A. The starting date will be set by the Parties so that the Work can be completed as expeditiously as practicable.
2. The County and the Developer shall pay AT&T the actual cost of the Work, which is estimated to be Two Hundred Sixteen Thousand One Hundred Sixty Five Dollars (\$216,165.00), in the respective amounts as shown on attached Exhibit B. The estimated cost shall be paid 50% by the County and 50% by the Developer upon execution of this Agreement. The County and the Developer acknowledge that the estimated cost does not include rock removal costs and that if rock removal is required, the actual cost may greatly exceed the estimated cost and prior to commencing rock removal AT&T shall notify the County and the Developer. Upon completion of the Work, AT&T will send a final invoice to Developer and a final invoice to the County for their respective shares of the actual cost of the Work. If the actual cost is less than the

estimated amount, AT&T shall reimburse the County and the Developer the difference within sixty (60) days from the invoice date.

2.1 The County and the Developer further acknowledge that its proposed construction will require AT&T to relocate all or part of the Cable and to change the location of the Easement. Accordingly, the Developer will grant to AT&T a replacement easement by executing and delivering to AT&T, concurrently with the execution of this Agreement, a Grant of Communication Systems Right-of-Way and Easement in the form of attached Exhibit C. After AT&T completes the Work, AT&T will execute and deliver to Developer a Partial Release of in the form of attached Exhibit D. This Agreement is only good for 30 days from the date of receipt of a duly executed original by the County and the Developer.

3. The County and the Developer each individually agree to exercise all due caution while working near the Cable, in order to prevent damage to the relocated Cable. The County and the Developer agree:

(a) to notify AT&T by telephone at 1-800 252-1133 at least forty-eight (48) hours prior to performing any construction, demolition or repairs at the Cable location;

(b) not to use at the relocated Cable location any tool, equipment, or the machinery capable of being operated within five (5) feet of the relocated Cable accepting those used in construction and maintenance of a public highway and other public purposes such as bike paths sidewalks, lawns, sanitary sewers, water mains, storm sewers, drainage and retention facilities.

(c) to perform construction, demolition, repair, modifications, additions and any other activities in compliance with all applicable laws and regulations and in a manner that does not interfere with the operations of AT&T; and

4. The County and the Developer (each an "Indemnifying Party") shall indemnify, defend and hold harmless AT&T (an "Indemnified Party") from and against any and all claims, demands, actions, losses, damages, assessments, charges, judgments, liabilities, costs and expenses, including reasonable attorneys' fees and disbursements that may from time to time be asserted by third parties against the Indemnified Party because of any personal injury, including death, to any person or loss of, physical damage to or loss of use of real or tangible personal property, to the extent caused by the negligence or misconduct of a Indemnifying Party, its agents, employees or contractors. For purposes of indemnifications set forth in this Agreement, "Indemnified Party" means AT&T, its affiliates, subsidiaries, parent, successors and assigns and its and their employees, directors, officers, agents, contractors and subcontractors. AT&T (an "Indemnifying Party") shall indemnify and hold harmless the County and the Developer (each an "Indemnified Party") from and against any and all claims, demands, actions, losses, damages, assessments, charges, judgments, liabilities, costs and expenses, including reasonable attorney fees and disbursements that may from time to time be asserted by third parties against an Indemnified Party because of any personal injury,

including death to any person or loss of, physical damage to or loss of use of real or tangible personal property, to the extent caused by the negligence or misconduct of an Indemnifying Party, its agents, employees or contractors. An Indemnified Party:

4.1 shall notify the Indemnifying Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the Indemnifying Party is prejudiced thereby;

4.2 shall have the right to participate in such defense or settlement with its own counsel and at its own expense, but the Indemnifying Party shall have control of this defense or settlement; and

4.3 shall reasonably cooperate with the defense.

5. AT&T makes no warranties, express or implied, including any implied warranties as to merchantability or fitness for a particular purpose. AT&T agrees to complete the relocation in accordance with the plans, specifications and all applicable laws therefor. AT&T shall restore the Easement premises to a condition equal to or better than that which existed prior to the commencing the relocation of the Cable.

6. Notwithstanding any provision of this Agreement to the contrary, except as provided in Section 4, in no event shall any Parties be liable to the other party for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, including, but not limited to, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers or of other third parties, occasioned by any cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence or strict liability.

7. Insurance

a. With respect to all of the Parties' performance under this Agreement, and in addition to a Party's to indemnify, if either Party or their contractors is performing any work hereunder, the Party or their contractors shall at their respective sole cost and expense shall:

i. maintain the insurance coverages and limits required by this Section and any additional insurance and/or bonds required by law:

1. at all times during the term of this Agreement and until completion of all Work associated with this Agreement, whichever is later; and

2. with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of Work under this Agreement;

- ii. require each subcontractor who may perform Work under this Agreement or enter upon the Work site to maintain coverages, requirements, and limits at least as broad as those listed in this Section from the time when the subcontractor begins Work, throughout the term of the subcontractor's Work and, with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter;
 - iii. procure the required insurance from an insurance company eligible to do business in the state of Illinois and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, Developer may procure insurance from the state fund of the state where Work is to be performed; and
 - iv. deliver to AT&T certificates of insurance stating the types of insurance and policy limits. The County and the Developer shall each provide or will endeavor to have the issuing insurance company provide at least 30 days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T. The County and the Developer shall each deliver such certificates:
 - 1. prior to execution of this Agreement and prior to commencement of any Work;
 - 2. prior to expiration of any insurance policy required in this Section; and
 - 3. for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later.
- b. The Parties agree:
- i. the failure of any Party to demand such certificate of insurance or failure of any Party to identify a deficiency will not be construed as a waiver of any Parties' obligation to maintain the insurance required under this Agreement;
 - ii. that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect any other Party, nor be deemed as a limitation on any Parties liability to any other Party in this Agreement;
 - iii. Any Party may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
 - iv. All Parties are responsible for any deductible or self-insured retention.
- c. The insurance coverage required by this Section includes:
- i. Workers' Compensation insurance with benefits afforded under the laws of any state in which the Work is to be performed and Employers Liability insurance with limits of at least:

\$500,000 for Bodily Injury – each accident

\$500,000 for Bodily Injury by disease – policy limits
\$500,000 for Bodily Injury by disease – each employee

To the fullest extent allowable by law, the policy must include a waiver of subrogation in favor of the Insured Party, its Affiliates, and their directors, officers and employees.

- ii. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:
 - \$2,000,000 General Aggregate limit,
 - \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence,
 - \$1,000,000 each occurrence limit for Personal Injury and Advertising Injury,
 - \$2,000,000 Products/Completed Operations Aggregate limit
 - \$1,000,000 each occurrence limit for Products/Completed Operations.

The Commercial General Liability insurance policy must:

- 1. include the other Parties, their affiliates, and their directors, officers, and employees as Additional Insureds. The County and the Developer shall each provide a copy of the Additional Insured endorsement to AT&T. The Additional Insured endorsement may either be specific to a Party or may be “blanket” or “automatic” addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within 60 days of execution of this Agreement and within 60 days of each Commercial General Liability policy renewal;
 - 2. include a waiver of subrogation in favor of the other Parties their affiliates, and their directors, officers and employees; and
 - 3. be primary and non-contributory with respect to any insurance or self-insurance that is maintained by the other Parties.
- iii. Business Automobile Liability insurance with limits of at least \$1,000,000 each accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

8. The Developer and the County shall each keep the Cable and other property of AT&T free from all mechanic's, artisan's, materialman's, architect's, or similar services' liens which arise in any way from or as a result of their respective activities and cause any such liens which may arise to be discharged or released., AT&T shall keep the

property of the County and the Developer free from all mechanic's, artisan's, materialman's, architect's, or similar services' liens which arise in any way from or as a result of its activities and cause any such liens which may arise to be discharged or released.

9. Except for payment of the cost of the Work, no Party shall have any liability for its delays or its failure in performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes beyond its control, whether or not similar to the foregoing.

10. The County and the Developer shall each be reimbursed by AT&T a fifty percent (50%) share of the current market scrap value of any and all cable and/or associated infrastructure in the existing Easement premises. Representatives of the County and/or the Developer shall be present to verify the quantities when the removed Cabled and facilities are weighed. Upon completion of the Work, the County and the Developer shall be credited the value of the scrap Cable and facilities which amount shall be deducted from the final invoice from AT&T for payment of the Work. Reimbursement to the Developer and the County shall occur within fourteen days of removal of the cable.

11. A Party shall be in default if it fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice (fourteen (14) days in the case of the Developer's or the County's failure to pay AT&T the estimated and/or actual cost of the Work); provided, however, that when such default (excluding Developer's non-payment) cannot reasonably be cured within such thirty (30) day period, this period will be extended if that party promptly commences to cure the same and prosecutes such curing with due diligence. Upon the default by a Party, the other Party or Parties may terminate this Agreement and pursue any legal remedies it may have under applicable law or principles of equity.

12. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns. Neither the Developer nor the County shall not assign, transfer, or dispose of this Agreement or any of its rights or obligations hereunder without prior written consent of AT&T; provided, however, that the Developer or the County may assign or transfer this Agreement to a controlling or controlled affiliate or to a successor in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of AT&T. An assignment, transfer or disposition of this Agreement by the County or by the Developer shall not relieve Developer of any of its obligations under this Agreement. AT&T shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part, to any party. An assignment, transfer or disposition of this Agreement by AT&T shall not relieve AT&T of any of its obligations under this Agreement. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

13. Any demand, notice or other communication to be given to a party in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, or by commercial overnight delivery service addressed to the recipient as set forth below or to such other address or individual, as may be designated by notice given by the party to the other:

AT&T:

AT&T CORP.
3450 Riverwood Parkway SE
Atlanta, GA 30339
Room 162
Attention: Right of Way Dept.

With a copy to:

AT&T Services Inc.
Law Department
175 East Houston Street – 210
San Antonio, TX 78205
Attention: General Attorney and Assistant General Counsel

COUNTY:

County Engineer
Kane County Division of Transportation
41 W011 Burlington Road
St. Charles, Illinois 60175

With a copy to:

Kane County State's Attorney
37W777 Illinois State Route 38 (Lincoln Highway)
St. Charles, Illinois 60174
Attention: Civil Division Chief

DEVELOPER :

Elburn Station Land Company LLC
17 North First Street
Geneva, Illinois 60134

With a copy to:

Law Offices of William B. Phillips

221 North LaSalle Street
Suite 463
Chicago, Illinois 60601

Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and if given by registered or certified mail, return receipt requested or by commercial overnight delivery service on the date of receipt thereof.

14. The failure of any Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, and said provision shall nevertheless be and remain in full force and effect.

15. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois without reference to its choice of law principles.

16. Each Party represents and warrants that:

- (a) It has full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;
- (b) It has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement;
- (c) This Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and
- (d) Its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court or body.

17. This Agreement constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral and written communications, understandings and agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are an integral part hereof and are hereby made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party.

18. Each action or claim against any Party arising under or relating to this Agreement shall be made only against such Party as a corporation, and any liability relating thereto shall be enforceable only against the corporate assets of such party. No Party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising

from, this Agreement against any shareholder, employee, officer or director of the other Party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section 17 and shall be entitled to enforce the obligations of this Section 18.

19. The relationship between the Parties shall not be that of partners, agents or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. The Parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

20. This Agreement and each of the Parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to benefit of the Parties and each of their respective permitted successors and assigns.

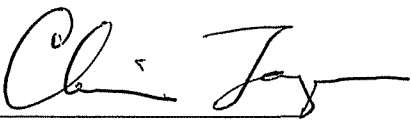
21. No provision of this Agreement shall be interpreted to require any unlawful action by either Party. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such a section or clause is an essential element of the Agreement, the Parties shall promptly negotiate a replacement that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

22. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date first above set forth.

Signature Page Follows:

COUNTY OF KANE


By: 

Name: Christopher J. Lauzen

Title: County Board Chairman

Tax ID: _____

AT&T CORP.

By: 

Name: ALVIN S. RICHARDSON

Title: SR. TECH. PROJECT MGMT

Tax ID: 13-4924710 - AT-T CORP.

ELBURN STATION LAND COMPANY LLC

by Shodeen Group, LLC: Manager

By: 

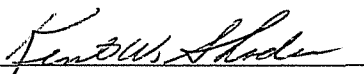
Name: DAVID A. PATZELT

Title: Vice President

Tax ID: 45-5378638

COVINGTON COURT PARTNERSHIP

by Covington Court Development Corporation: partner

By: 

Name: Kent W Shodeen

Title: President

Tax ID: 37-3414901

EXHIBIT "A"

Plot of Easement Across

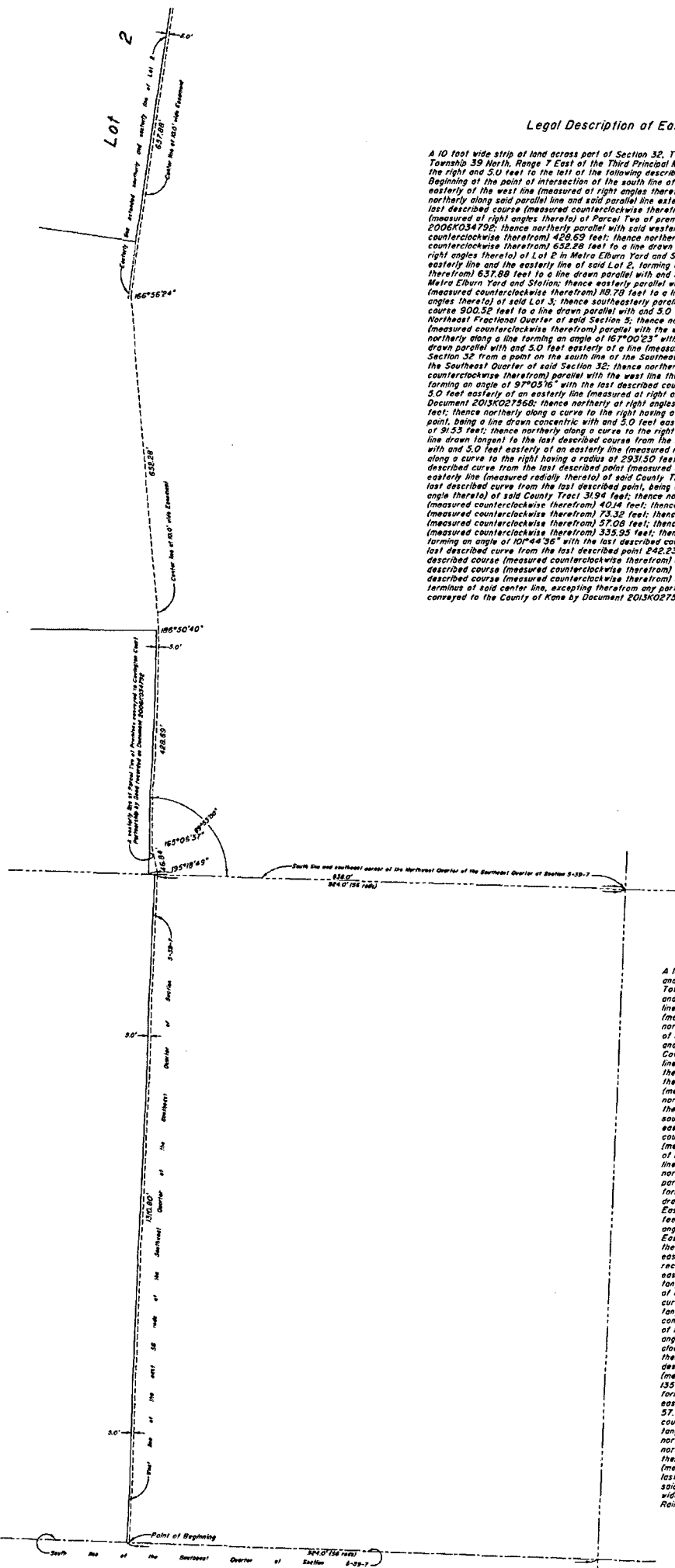
Part of Sections 32-40-7 and 5-39-7 Campton and Blackberry Townships

Kane County

Illinois



"See Page 2 of 3"



Legal Description of Easement across County of Kane Property

A 10 foot wide strip of land across part of Section 32, Township 40 North, Range 7 East of the Third Principal Meridian and part of Section 5, Township 39 North, Range 7 East of the Third Principal Meridian, in Campton and Blackberry Townships, Kane County, Illinois all lying 5.0 feet to the right and 5.0 feet to the left of the following described center line and extensions thereof (measured at right angles and radially therefrom): Beginning at the point of intersection of the south line of the Southeast Quarter of said Section 3 with a line drawn parallel with and 5.0 feet easterly of the west line (measured at right angles thereto) of the Southeast Quarter of said Section 3; thence northerly along said parallel line and said parallel line extended 130.80 feet; thence northerly along a line forming an angle of 193°45'49\"/>

Legal Description of Easement across Shodeen Properties

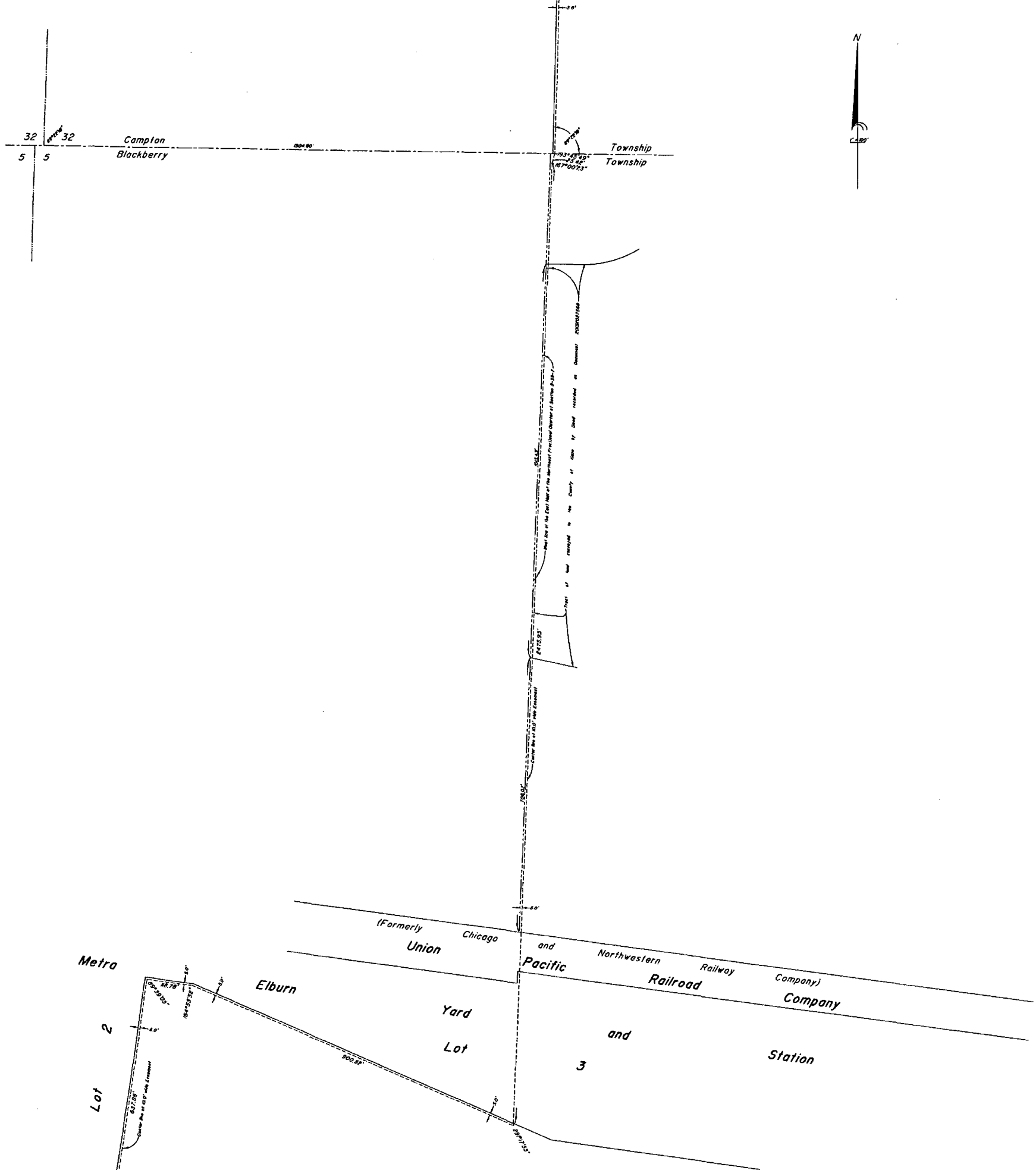
A 10 foot wide strip of land across part of Section 32, Township 40 North, Range 7 East of the Third Principal Meridian and part of Section 5, Township 39 North, Range 7 East of the Third Principal Meridian, in Campton and Blackberry Townships, Kane County, Illinois all lying 5.0 feet to the right and 5.0 feet to the left of the following described center line and extensions thereof (measured at right angles and radially therefrom): Beginning at the point of intersection of the south line of the Southeast Quarter of said Section 3 with a line drawn parallel with and 5.0 feet easterly of the west line (measured at right angles thereto) of the Southeast Quarter of said Section 3; thence northerly along said parallel line and said parallel line extended 130.80 feet; thence northerly along a line forming an angle of 193°45'49\"/>

Keslinger Road

Prepared by:
DONAHUE and THORNHILL, INC.
(Illinois Professional Design Firm No. 2713)
1321 Woodlawn Road
Lee, Illinois 60530
(630) 561-1567
July 12, 2013

Exhibit "A"
Plot of Easement Across
Part of Sections 32-40-7 and 5-39-7
Campton and Blackberry Townships Kane County Illinois

"See Page 3 of 3"



"See Page 1 of 3"

Prepared by:
 DONAHUE and THORNHILL, INC.
 (Illinois Professional Design Firm No. 2713)
 1321 Woodlawn Road
 Lee, Illinois 60530
 (630) 561-1567
 July 12, 2013

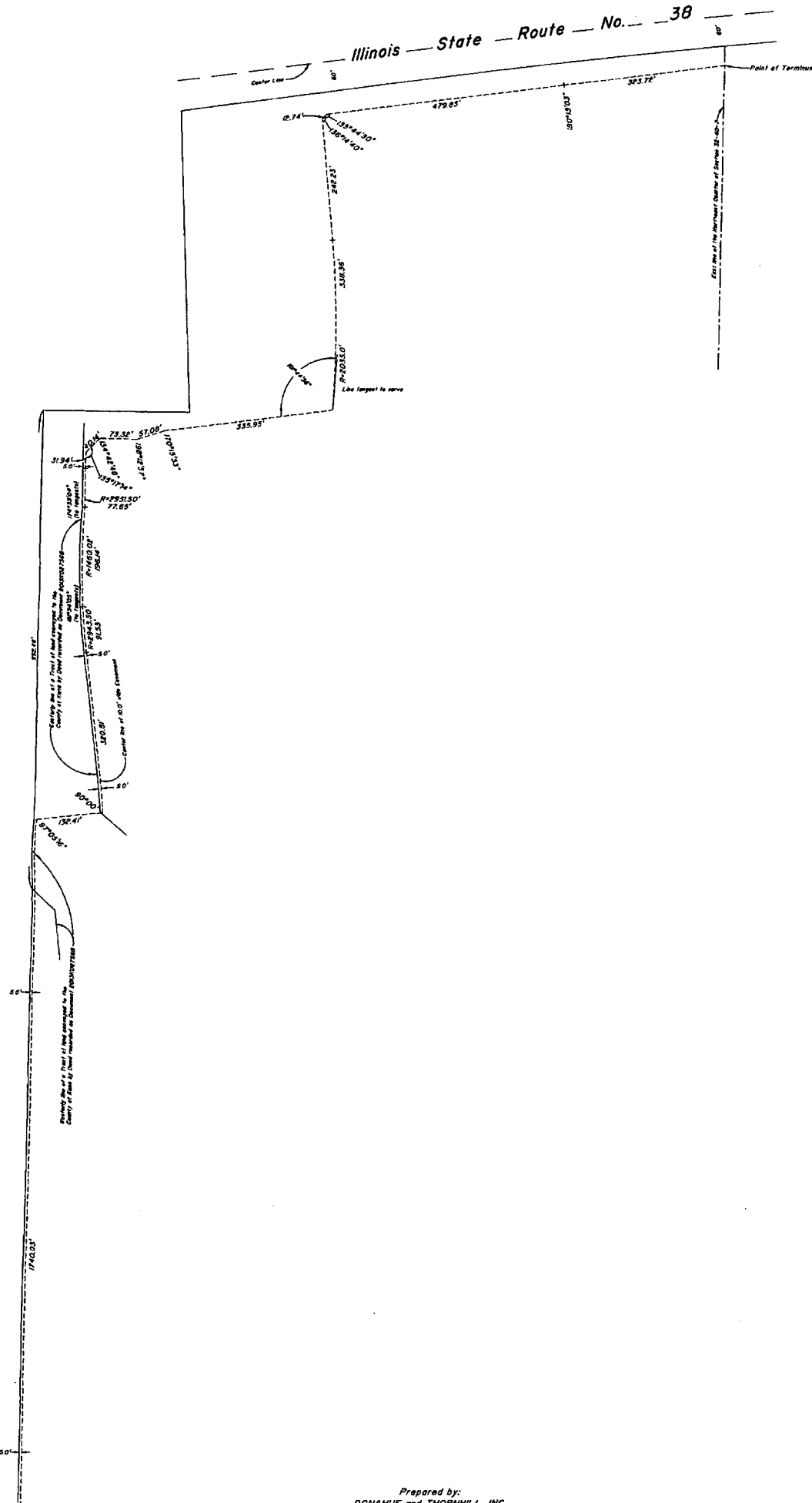
Exhibit "A"

Plat of Easement Across

Part of Sections 32-40-7 and 5-39-7
Campton and Blackberry Townships Kane County Illinois



Distances shown along curved lines are true arc distances.



"See Page 2 of 3"

Prepared by:
DONAHUE and THORNTON, INC.
(Illinois Professional Design Firm No. 2713)
1321 Woodlawn Road
Lee, Illinois 60530
(630) 581-1567
July 12, 2013

**SCOPE OF WORK
WAUKESHA-PLANO
FT"A" CABLE
ANDERSON ROAD EXTENSION
PLAINFIELD, ILLINOIS**

LOCATION:

The work will take place along the New Easement that will be in exchange for the existing Easement. Work will begin at the splice at the Regen at Keslinger Road and proceed north on the new easement on the West side of the project for approximately 2,900'. Then will go east approximately 700' to the existing cased road crossing under the rail road. On the North side of railroad we will go North on the new ROW for approximately 3,000'. We will then go East approximately 300'. We will then proceed North approx., 1,000'. Turn East 600' then North approx.. 100' then East approx...400' to existing splice handhole.

THE PROJECT:

The project will consist of relocating the existing cable, by means of trenching and for a distance of approximately 11,000'. Installing 2 1/4" orange HDPE SDR 11 innerduct. A 4" HDPE SDR11 pipe w/2 1 1/4" innerduct will be placed at each proposed road crossing. A 4x4 post 4 foot in length will be placed at the end of each 4" pipe with the depth to top of pipe written on it. Approximately 13,000' of new cable will be placed with 50' slack coils in each handhole. A bore of 120' using 4" HDPE SDR 11 w 2 1 1/4" innerduct will be done at the existing road.

THE WORK:

1. Pothole existing cable at locations deemed necessary by the AT&T cable technician.
2. Furnish and Install approximately 500' feet of 4" HDPE SDR 11 pipe with 2 1/4" HDPE SDR11 innerduct by trench method.
3. Furnish & Install approximately 18,874' of 1 1/4" HDPE SDR 11

by trench method.

4. Furnish and Install 120' of 4" HDPE SDR 11 W 2 1 1/4" innerduct bore method.
- 5 Furnish and Install 11 Handholes at locations determined by Engineer.
- 6 Place 4x4 post at each end of 4" pipe with the depth to top of pipe marked on it.
7. Placed approximately 13,000 feet of cable
8. Remove approximately 9,900 feet of coax cable for salvage.
9. **Restore entire area to as good as or better than its original condition.**

COST ESTIMATE"

WAUKESHA – PLANO FT 'A' ANDERSON ROAD EXTENSION ELBURN, ILLINOIS

CONSTRUCTION COSTS:

ITEM DESCRIPTION	REF. SPEC.	UNIT	EST. QTY.	PRICE	AMOUNT
1. Mobilization	105.00	LS	1	\$ 2,500.00	\$ 2,500.00
2. Test Pits	303.12	EA	4	\$ 50.00	\$ 200.00
3. Furnish & Install 2-2" Inch Orange HDPE SDR 11 Innerduct (Trench)	401.19	LF	9,800	\$ 12.00	\$ 117,600.00
4. Remove Coax Cable Salvage and Transportation	902.02	LF	9,800	\$ 2.85	\$ 27,930.00
5. Install Furnished Cable	501.01	LF	10,000	\$ 1.00	\$ 10,000.00
6. Field Tile Restoration A. 4" to 8"	306.01	LF	640	\$ 8.00	\$ 5,120.00
7. Field Tile Restoration B 10" to 15"	306.03	LF	20	\$ 10.00	\$ 200.00
8. Field Tile Restoration. C. 15" or Greater	306.05	LF	80	\$ 15.00	\$ 1,200.00
9. Furnish& Install 30X48X18 Handholes	603.13	EA	5	\$ 1,200.00	\$ 6,000.00

TOTAL \$ 170,750.00

Material Costs:

1. Warning Tape	FT	9,900	\$.35	\$ 3,465.00
2. Marker Balls	EA	10	\$ 15.00	\$ 150.00
3. Cable	FT	12,000	\$ 1.00	\$ 12,000.00
4. Splices	EA	2	\$ 8,000.00	\$ 16,000.00

TOTAL \$ 31,615.00

PERSONNEL COSTS:

1. Telco Engineer	DAY	1	\$ 800.00	\$ 800.00
2. Telco Comm. Tech.	DAY	1	\$ 800.00	\$ 800.00
3. Consultant Engineer	DAY	8	\$ 625.00	\$ 5,000.00
4. Inspector	DAY	5	\$ 570.00	\$ 2,850.00
5. Consultant CAD Operator	DAY	1	\$ 350.00	\$ 350.00

TOTAL \$ 9,800.00

CONSTRUCTION COSTS: \$ 170,750.00

MATERIAL COSTS: \$ 31,615

PERSONELL COSTS: \$ 9,800.00

GRAND TOTAL: \$ 212,165.00

Exhibit "C"

AFTER RECORDING, RETURN TO:

AT&T
RIGHT OF WAY DEPT, Room 162.
3450 Riverwood Parkway SE
Atlanta, GA 30339

ROUTE: _____
SURVEY STA. _____ TO _____
MARKER _____ TO _____
REP. TRACT _____
DRAFT NO. _____

GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY AND EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned (hereinafter called "Grantor") hereby grants to AT&T Corp., a New York corporation, its affiliated companies, and its and their successors, assignees, lessees, licensees and agents (hereinafter collectively called "Grantee") a permanent right-of-way and easement to install, construct, reconstruct, operate, maintain (to include aerial patrol), alter, replace, relocate, abandon and remove such buried, underground communications systems as Grantee may from time to time require consisting of cables and wires, waveguides, surface testing terminals not exceeding three feet in height, conduits, manholes, markers and other appurtenances upon, over, across and under a ten (10) feet wide strip of land owned by Grantor in or near the Village of Elburn, County of Kane, State of Illinois. The location and course of said right-of-way and easement are more particularly described on attached Exhibit A. The cable shall have its location indicated upon surface markers set at intervals on the land of Grantor or on adjacent lands.

Grantor further conveys to Grantee the following incidental rights and powers:

(1) During installation of the initial cable, a temporary right-of-way and easement to be used during all periods of construction, reconstruction, repair and removal upon a strip of land 15 feet wide on the west side of, a strip of land twenty (20) feet wide on the east side of said permanent right-of-way and easement.

(2) Ingress and egress, including the use, improvement, repair and construction of private roads, upon and across the lands of Grantor to and from said temporary and permanent rights-of-way and easements for the purpose of exercising the aforesaid rights.

(3) To clear and keep clear all trees, roots, brush, vines, overhanging limbs and other obstructions from the surface and subsurface of said permanent right-of-way and easement and, during construction periods only, the surface and subsurface of said temporary right-of-way and easement.

(4) To place wood or timber cleared from said property of Grantor on said right-of-way and easement.

(5) To install locking gates in any fence crossing said permanent and temporary rights-of-way and easements.

Grantor hereby covenants that with the exception of public highway and other public purposes, including but not limited to bike paths, sidewalks, watermain, utilities sanitary sewers and storm sewers drainage and detention facilities no other excavation, building, structure or other obstruction will be constructed, erected, built or permitted on said permanent right-of-way and easement and no change will be made by grading, paving, laying asphalt or otherwise to the surface or subsurface of said permanent right-of-way and easement and of the ground immediately adjacent to said permanent right-of-way and easement without the prior written permission of the Grantee, which permission shall not be unreasonably withheld .

Grantor shall have the right to use and enjoy the land occupied by the said permanent and temporary rights-of-way and easements except when such use shall interfere with the rights herein granted Grantee. Grantor shall not have the right to change the locations or dimensions of said permanent and temporary rights-of-way and easements without Grantee's prior written consent.

Grantee shall be responsible to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems and shall restore the lands of Grantor to a condition as good as existed prior to Grantee's work, reasonable wear and tear and damage by the elements excepted.

Grantor covenants that Grantor is the fee simple owner of said land and will warrant and defend title to the premises against all claims.

NOTWITHSTANDING ANY PROVISION OF THIS GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY AND EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

The covenants, rights, terms, conditions, and provisions herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this instrument this _____ day of _____ 2013.

WITNESSED BY:

[Signature]

GRANTOR:

Covington Court Partnership

[Signature] (SEAL)
President
_____(SEAL)

WITNESSED BY:

[Signature]

GRANTOR:

Elburn Station Land Co. LLC

[Signature] (SEAL)
Vice President
_____(SEAL)

WITNESSED BY:

[Signature]

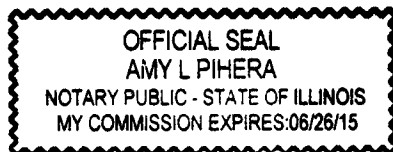
AT&T CORP.

By: [Signature]
Name: ALVIN S. RICHARDSON
Title: SR. TECH - PROJ. MGMT.

Partnership Acknowledgment

STATE OF Illinois
COUNTY OF Kane SS:

On this 10th day of October 2013 before me personally came Kent W. Shaden, President of, to me known and known to me to be a managing partner of Covington Court Partnership, the partnership described in, and which executed the foregoing instrument, and said President of Covington Court Development acknowledged that he executed the foregoing instrument for and on behalf of Corporation, General Partner said partnership.

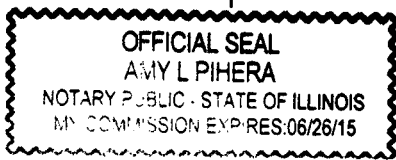


[Signature]
Notary Public

Limited Liability Company Acknowledgment

STATE OF Illinois
COUNTY OF Kane SS:

On this 10th day of October 2013 before me personally came David A. Patzelt, Vice President of to me known and known to me to be a managing member of Elburn Station Land Co. LLC, the limited liability company described in, and which executed the foregoing instrument, and said Vice President of acknowledged that he executed the foregoing instrument for and on behalf of said limited liability company.
* Shodeen Group, LLC; its Manager



Amy L. Pihera
Notary Public

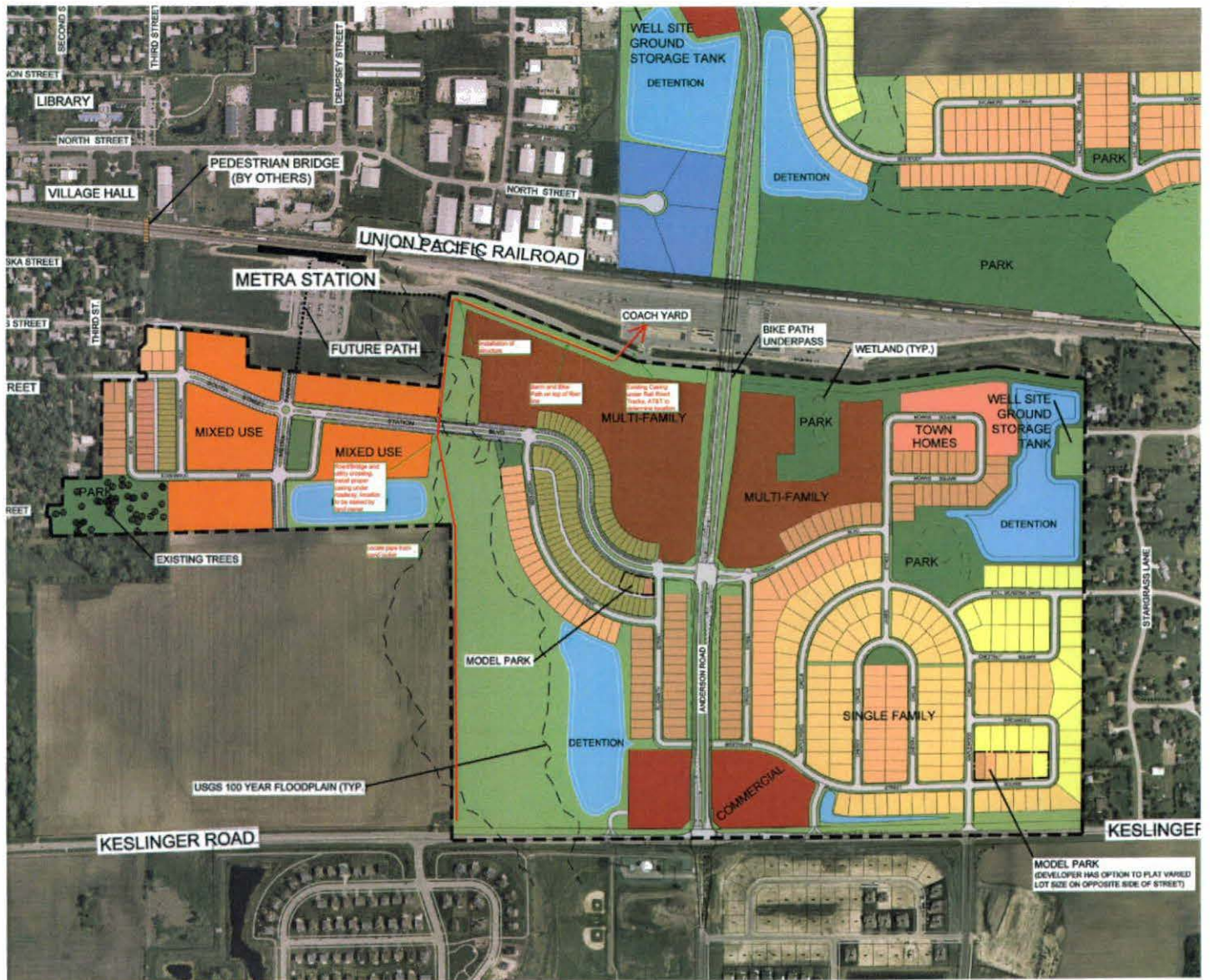
ACKNOWLEDGMENT

STATE OF GEORGIA
COUNTY OF COBB SS:

On this 3rd day of October 2013, before me, personally appeared Alvin S. Richardson to me known, who, being by me duly sworn, did depose and say that he is the Sr. Tech - Project Management of AT&T Corp., the corporation described in, and which executed the foregoing instrument, and that he signed his name thereto by authority of the Board of Directors.

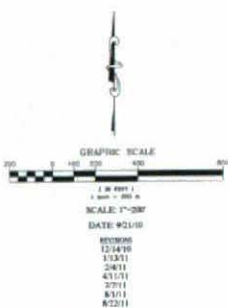
Patricia A. Bryant
Notary Public

PATRICIA A. BRYANT
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
MY COMM. EXPIRES OCT. 14, 2014



LAND USE LEGEND

80'X125' LOT	INDUSTRIAL AREA
70'X125' LOT	COMMERCIAL AREA
60'X125' LOT	MIXED USE AREA
50'X125' LOT	MUNICIPAL AREA
40'X110' ALLEY LOT	OPEN SPACE/DETENTION
TOWN HOMES (8 UNITS PER ACRE)	PARK
30'X110' ALLEY LOT	WETLANDS
MULTI-FAMILY (17 UNITS PER ACRE)	



ELBURN STATION PRELIMINARY PLAN - ZONE A

AFTER RECORDING, RETURN TO:

AT&T
RIGHT OF WAY DEPT, Room 162.
3450 Riverwood Parkway SE
Atlanta, GA 30339

ROUTE: _____
SURVEY STA. _____ TO _____
MARKER _____ TO _____
REP. TRACT _____
DRAFT NO. _____

GRANT OF PERMANENT EASEMENT FOR COMMUNICATION SYSTEMS

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the County of Kane, a body corporate and politic of the State of Illinois (hereinafter called "Grantor") hereby grants to AT&T Corp., a New York corporation, its affiliated companies, and its and their successors, assignees, lessees, licensees and agents (hereinafter collectively called "Grantee") a permanent easement to install, construct, reconstruct, operate, maintain, alter, replace, relocate, abandon and remove such buried, underground communications systems as Grantee may from time to time require consisting of cables and wires, waveguides, conduits, manholes, markers and other appurtenances upon, over, across and under a ten (10) feet wide strip of land owned by Grantor in or near the Village of Elburn, County of Kane, State of Illinois. The location and course of said permanent easement are more particularly described on attached Exhibit A. The underground cable or other permitted equipment may have its location indicated by surface markers set at intervals on the land of Grantor or on adjacent lands.

Grantor further grants to Grantee the following incidental rights and powers:

1. During installation of the initial cable and or equipment, a temporary easement to be used during all periods of construction, reconstruction, repair and removal upon a strip of land 10 feet wide on the east and west side of said permanent easement.
2. Ingress and egress, across the lands of Grantor to and from said temporary and permanent easement for the purpose of exercising the aforesaid rights.
3. To clear and keep clear all trees, roots, brush, vines, overhanging limbs and other obstructions from the surface and subsurface of said permanent easement and, during construction periods only, the surface and subsurface of said temporary right-of-way and easement.

Grantor hereby covenants that with the exception of a public highway and any other public uses and purposes, including but not limited to utilities, bike paths, sidewalks, water mains, sanitary sewers and storm sewers, no other excavation, building, structure or other obstruction will be constructed, erected, built or permitted on said permanent easement premises and after final grading for said highway purposes, no change will be made thereto by grading,

paving, laying asphalt or otherwise to the surface or subsurface of said permanent easement premises and of the ground immediately adjacent to said permanent easement premises without the prior written permission of the Grantee, which permission shall not be unreasonably withheld.

The Grantee acknowledges and agrees:

1. That the Grantee shall have the right to use and enjoy the permanent easement premises except when such use shall interfere with the rights and uses of the Grantor herein. that at the time of the grant of this permanent easement, the nature of the easement premises is cultivated agricultural land upon which the Grantor shall construct in the future a public highway.

2. That prior to construction by the Grantor of the highway on the permanent easement premises; the Grantee may for purposes of the construction of either: i) below grade sleeves/conduits for future utility installations or ii) the installation of the utilities themselves (i.e. telephones cables) "open cut" the permanent easement premises.

3. That after commencement of construction of a highway by the Grantor and as long as a highway remains on the permanent easement premises Grantee shall only auger/jack or bore sleeves/conduits underneath the highway within the permanent easement premises for installation and maintenance of said utilities therein; no "open cut" of the permanent easement premises shall be allowed unless otherwise agreed to by the Grantor in writing.

4. That in no event shall any activity of the Grantee being performed in the permanent or any temporary easement premises interfere with or in any manner delay the construction, use or maintenance of a highway on the permanent easement premises.

5. That in no event shall any activity of the Grantee being performed in the permanent or any temporary easement premises interfere with or in any manner delay the construction, use or maintenance of a highway on the permanent easement premises.,

6. That Grantee shall be responsible to pay for damage to the highway right of way or the highway of the Grantor arising from the construction and maintenance of the aforesaid systems and shall restore the lands and highways of the Grantor to a condition equal to or better than that which existed prior to Grantee's work.

The Grantor further covenants:

1. That the Grantor shall not have the right to change the locations or dimensions of said permanent easement without Grantee's prior written consent which consent shall not be unreasonably withheld.

2. That the Grantor is the fee simple owner of said land and will warrant and defend title to the premises against all claims.

NOTWITHSTANDING ANY PROVISION OF THIS GRANT OF PERMANENT EASEMENT for COMMUNICATION SYSTEMS TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF

CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

The covenants, rights, terms, conditions, and provisions herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this instrument this ____ day of _____ 2013.

ACKNOWLEDGED:

John Cunningham

County Clerk

(SEAL)

GRANTOR:

County of Kane

Christopher J. Lauzen

County Board Chairman

WITNESSED BY:

Guis J. Ortega

AT&T CORP.

By: _____
Alvin S. Richardson

Name: ALVIN S. RICHARDSON

Title: SR. TECH- PROJECT MGMT.

ACKNOWLEDGMENT

STATE OF GEORGIA)

SS:

COUNTY OF COBB _____)

On this 3rd day of October 2013, before me, personally appeared Alvin S. Richardson to me known, who, being by me duly sworn, did depose and say that he is the Sr. Tech Project Management of AT&T Corp., the corporation described in, and which executed the foregoing instrument, and that he signed his name thereto by authority of the Board of Directors.

Patricia A. Bryant
Notary Public

PATRICIA A. BRYANT
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
MY COMM. EXPIRES OCT. 14, 2014

COUNTY OF KANE

By: 

Name: Christopher J. Lauzen

Title: County Board Chairman

Tax ID: _____

AT&T CORP.

By: 

Name: ALVIN S. RICHARDSON

Title: SR. TECH. PROJECT MGMT

Tax ID: 13-4924710 - AT-T CORP.

ELBURN STATION LAND COMPANY LLC

by Shodeen Group, LLC: Manager

By: 

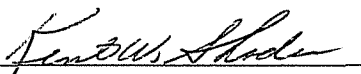
Name: DAVID A. PATZELT

Title: Vice President

Tax ID: 45-5378638

COVINGTON COURT PARTNERSHIP

by Covington Court Development Corporation: partner

By: 

Name: Kent W Shodeen

Title: President

Tax ID: 37-3414901