

Ordinance No. 15-33

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, APPROVING A GRANT FOR PUBLIC ROADWAY AND SUB-SURFACE AND GRADING FACILITIES**

WHEREAS, the Village of East Dundee, Cook and Kane Counties, Illinois (the "*Village*") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, Commonwealth Edison Company (the "*Grantor*") owns a certain parcel of land in East Dundee, County of Cook and State of Illinois, commonly known as Joliet Crystal Lake R/W ("*Grantor's Property*"); and,

WHEREAS, the Village intends to construct and operate one roadway (Heinz Drive) along with a 12-inch water main north of the roadway and a 6-inch sanitary force main south of the roadway ("*Grantee's Improvements*"); and,

WHEREAS, the Village desires to install Grantee's Improvements on a portion of Grantor's Property and to grade a certain portion of Grantor's Property (the "*Easement Premises*"); and,

WHEREAS, the Grantor agrees to grant and convey to the Village, without warranty of title, a perpetual, non-exclusive easement for the right and privilege to use the Easement Premises for the foregoing purposes, subject to the terms and provisions as set forth in a Grant for Public Roadway and Sub-surface and Grading Facilities by and between the Grantor and the Village.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

*Section 1.* That the Grant for Public Roadway and Sub-surface and Grading Facilities, attached hereto and made a part hereof, is hereby approved and the Village President is hereby authorized to execute and deliver said document on behalf of the Village.

*Section 2.* That this Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

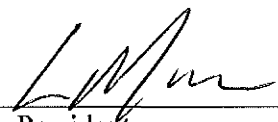
*Passed* by the Village President and the Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, this 20<sup>th</sup> day of July, A.D. 2015, pursuant to a roll call vote, as follows:

AYES: Trustees Lynam, Skillicorn, Selep, Wood and <sup>Hall</sup>

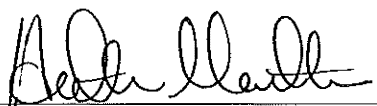
NAYS: Ø

ABSENT: Trustee Gorman

**APPROVED** by me, as Village President of the Village of East Dundee, Cook and Kane Counties, Illinois, this 20<sup>th</sup> day of July, A.D. 2015.

  
\_\_\_\_\_  
Village President

*Attest:*

  
\_\_\_\_\_  
Village Clerk

Published in pamphlet form:

July 21, 2015

This Document was Prepared by:  
When Recorded, Return to:  
John Mishevski  
Three Lincoln Centre, 4th FL  
Oakbrook Terrace, Illinois 60181



Doc#: 1614146099 Fee: \$112.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 05/20/2016 03:23 PM Pg: 1 of 38

**FOR RECORDING PURPOSES ONLY**

**GRANT FOR PUBLIC ROADWAY  
AND SUB-SURFACE AND GRADING FACILITIES**

THIS GRANT FOR ROADWAY AND SUB-SURFACE AND GRADING FACILITIES ("Easement") is made as of this 21 day of April, 2017, by and between COMMONWEALTH EDISON COMPANY, an Illinois corporation ("Grantor"), with a mailing address of Three Lincoln Centre, 4th FL, Oakbrook Terrace 60181, and Village of East Dundee, 120 Barrington Avenue, East Dundee, Illinois 60118 ("Grantee").

**RECITALS:**

A. Grantor is the owner of a parcel of land in East Dundee, County of Cook and State of Illinois, commonly known as Joliet Crystal Lake R/W, described in Exhibit A attached hereto and made a part hereof ("Grantor's Property").

B. Grantor utilizes Grantor's Property for Grantor's own business operations, which operations, for purposes hereof, shall include without limitation the construction, reconstruction, maintenance, repair, upgrade, expansion, addition, renewal, replacement, relocation, removal, use and operation of Grantor's equipment and facilities, whether now existing or hereafter to be installed, in, at, over, under, along or across Grantor's Property (collectively, "Grantor's Operations").

C. Grantee intends to construct and operate one roadway (Heinz Drive) along with a 12-inch water main north of the roadway and a 6-inch sanitary force main south of the roadway, as described in Exhibit B attached hereto and made a part hereof ("Grantee's Improvements").

D. Grantee desires to install Grantee's Improvements on the portion of Grantor's Property legally described in Exhibit C and to grade a certain portion of Grantor's Property in the location shown on the diagram attached hereto as Exhibit C attached hereto and made a part hereof (the "Easement Premises").

NOW, THEREFORE, in consideration of Ten and No/100ths Dollars, the payments, covenants, terms, and conditions to be made, performed, kept and observed by Grantee hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easements. Subject to the terms and provisions of this Easement, Grantor hereby grants and conveys to Grantee, without warranty of title, a perpetual, non-exclusive easement for the right and privilege to use the Easement Premises for the following purposes and for no other purpose whatsoever:

(a) construction and maintenance of a 80 feet wide by 190-feet long roadway along with a 12-inch water main north of the roadway and a 6-inch sanitary force main south of the roadway, in substantial conformity with the engineering plan sheets 3 & 4 of 8, prepared by Fehr Graham, dated 1/9/2015 known as of Heinz Drive Roadway Extension, East Dundee IL attached hereto as Exhibit B (hereinafter referred to as "Roadway") and made a part hereof, for the purpose of access only to and from Grantee's Improvements across Grantee's Property to and from a public right-of-way commonly known as Joliet Crystal Lake;

(b) grading and maintenance of an approximately 15200 square feet area on Grantor's Property as shown on and in substantial conformity with the engineering plan sheet 3 & 4 of 8, prepared by Fehr Graham, dated 1/9/2015 and known as Heinz Drive Roadway Extension, East Dundee IL attached hereto as Exhibit B (hereinafter referred to as the "Facilities") and made a part hereof, for the express and limited purpose of maintaining a certain grade of land adjacent to Grantee's Property.

2. Grantee's Use. The following general conditions shall apply to Grantee's use of the Easement Premises:

(a) Grantee shall procure and maintain at its own expense, prior to entry upon Grantor's Property hereunder, all licenses, consents, permits, authorizations and other approvals required from any federal, state or local governmental authority in connection with the construction, placement, use and operation of the Roadway and the Facilities, and Grantee shall strictly observe all laws, rules, statutes and regulations of any governmental authorities having jurisdiction over the Easement Premises or Grantee's operations thereon. Grantor may from time to time request reasonable evidence that all such approvals have been obtained by Grantee and are in full force and effect. In no event shall Grantee seek any governmental approvals that may affect in any way Grantor's Operations, including without limitation any zoning approvals, without in each instance obtaining Grantor's prior written consent, which consent may be granted or withheld in Grantor's sole discretion.

(b) In the event any aspect of Grantee's construction, placement, maintenance, repair, use or operation of the Roadway and the Facilities at any time violates or is forbidden by any law, statute, rule, regulation, order or requirement of any governmental authority, Grantee shall immediately discontinue such operations and at its own expense take all required corrective action, including without limitation removal of all or any portion of the Roadway and the Facilities from Grantor's Property if required, within the lesser of (i) thirty (30) days from

Grantee's notice of such violation or (ii) the period of time required by law for the correction of such violation.

(c) Grantee's use of the Easement Premises shall be conducted in a manner that does not conflict or interfere with Grantor's Operations.

(d) This Easement and the rights granted hereunder are subject and subordinate in all respects to all matters and conditions affecting the Easement Premises (whether recorded or unrecorded).

(e) Grantee's obligations and liabilities to Grantor under this Easement with respect to Roadway and the Facilities and all other matters shall not be limited or in any manner impaired by any agreements entered into by and between Grantee and any third parties, including without limitation any agreements related to the construction or installation of the Roadway and the Facilities, and Grantee shall be and remain liable to Grantor for the installation and operation of the Roadway and the Facilities in accordance with the terms and conditions of this Easement, notwithstanding Grantee's failure or refusal to accept delivery of or title to such facilities from any such third parties.

(f) Without limiting the generality of the foregoing, this Easement and the rights granted hereunder are subject and subordinate in all respects to the existing and future rights of Grantor and its lessees, licensees and grantees, existing roads and highways, the rights of all existing utilities, all existing railroad rights-of-way, water courses and drainage rights that may be present in Grantor's Property. If required, Grantee shall secure the engineering consent of such prior grantees as a prerequisite to exercising its rights hereunder and provide Grantor with a copy of the same.

3. Term. The term of this Easement shall be perpetual, unless sooner terminated in accordance with the provisions of this Easement, and shall commence as of the date first hereinabove written.

4. Fees. In partial consideration of this Easement, Grantee shall pay Grantor a certain sum of money as set forth in a separate agreement between Grantor and Grantee, which amount shall be due and payable to Grantor, prior to Grantor's execution of this Easement.

5. Rights Reserved to Grantor.

(a) Grantor's rights in and to the Easement Premises, Grantor's Property and Grantor's Operations are and shall remain superior to Grantee's rights granted hereunder. Grantor shall not be liable to Grantee for damage to the Roadway or the Facilities due to Grantor's Operations and/or the installation, operation, maintenance or removal of any present or future facilities of Grantor.

(b) Grantor reserves the right to grant additional leases, licenses, easements and rights hereafter to third parties through, under, over and across all or any portion of Grantor's Property, including the Easement Premises, so long as there is no material adverse impact on Grantee's rights in and use of the Easement Premises pursuant to the terms of this Easement. In the event of a violation of this Paragraph 5.b, Grantee's sole and exclusive remedy against Grantor shall be

seeking an injunction preventing such third party from creating such material adverse impact on Grantee's rights as aforesaid.

6. Relocation and Restoration of Easement Premises. The following terms and conditions shall govern the rights and obligations of the parties with respect to relocation and restoration of the Easement Premises:

(a) In the event any alteration, expansion, upgrade, relocation or other change in Grantor's Operations interferes or conflicts with Grantee's use of the Easement Premises hereunder, Grantor shall notify Grantee in writing of such proposed change and the conflict posed by this Easement or the presence of the Roadway and/or the Facilities on the Easement Premises. Such notice shall contain Grantor's estimate of the additional costs Grantor will incur if the proposed change in Grantor's Operations must be altered to avoid or minimize any conflict or interference with Grantee's use of the Easement Premises. Within ten (10) days after receipt of such notice, Grantee shall notify Grantor in writing of its election to (i) make such changes in the Roadway and/or the Facilities and/or the Facilities, at Grantee's cost, as in the judgment of Grantor may be required to avoid or minimize any conflict or interference with the proposed change in Grantor's Operations, including without limitation the relocation of the Roadway and/or the Facilities to another location owned by and designated by Grantor, or (ii) reimburse Grantor for all additional costs incurred by Grantor in altering the proposed change in Grantor's Operations to avoid or minimize such conflict or interference. In the event Grantee fails to notify Grantor in writing of such election within such ten (10) day period, Grantee shall be conclusively deemed to have elected to reimburse Grantor for its additional costs as provided in clause (ii) hereinabove. In the event Grantee elects to make all changes to the Roadway and/or the Facilities, including relocation to another location designated by Grantor, required to avoid conflict with the proposed change in Grantor's Operations, Grantee, at its sole cost and in accordance with all applicable terms and conditions of this Easement, shall promptly take all steps necessary to complete such changes and relocation within a reasonable time but in no event later than sixty (60) days after the date of such election. In the event Grantee elects to reimburse Grantor for the additional costs to be incurred by Grantor, Grantee shall make such payment within thirty (30) days after Grantor's demand therefor.

(b) Grantee agrees that, within thirty (30) days after the termination of this Easement for any reason, Grantee shall, at its sole cost and expense and only if directed to do so by Grantor in Grantor's sole discretion, remove all of the Roadway and the Facilities from Grantor's Property and restore and repair Grantor's Property to the condition existing prior to the installation of the Roadway and the Facilities. In the event Grantee fails to so remove the Roadway and the Facilities and restore and repair Grantor's Property, Grantor may elect to do so at Grantee's sole cost and expense, and, in such event, Grantor may dispose of the Roadway and the Facilities without any duty to account to Grantee therefor. Grantee shall pay all costs and expenses incurred by Grantor in removing the Roadway and the Facilities, including any storage costs, and any costs incurred by Grantor in restoring and repairing Grantor's Property. Any facilities and equipment that Grantee fails to remove from Grantor's Property within thirty (30) days after the termination of this Easement shall be conclusively deemed to have been abandoned by Grantee and shall become the sole property of Grantor, without liability or obligation to account to Grantee therefor.

7. Condition of Grantor's Property. Grantee has examined the Easement Premises and knows its condition. Grantee hereby accepts the condition of the Easement Premises in its **AS-IS, WHERE-IS CONDITION, WITH ALL FAULTS**. No representations as to the condition, repair or compliance thereof with any laws, and no agreements to make any alterations, repairs or improvements in or about the Easement Premises have been made by or on behalf of Grantor. By accepting possession of the Easement Premises, Grantee shall be conclusively presumed to have accepted the condition thereof and to have unconditionally waived any and all claims whatsoever related to the condition of the Easement Premises.

8. Conditions Governing Construction, Repair, Maintenance and Other Work.

(a) All work performed by Grantee pursuant to this Easement, including without limitation all work related to the installation, alteration, maintenance (excluding only routine maintenance), repair, relocation, replacement or removal of the Roadway and the Facilities, shall be performed in accordance with plans and specifications approved in writing by Grantor prior to the commencement of such work. Grantor shall review and approve any amendments, additions or other changes to such approved plans and specifications, prior to the performance of any work identified therein. Grantor shall have the right (but not the obligation) to supervise Grantee's performance of any such work at the Easement Premises (or any component thereof) and, in the event that Grantor so elects, Grantee shall reimburse Grantor for any and all costs of such supervision, together with a charge for Grantor's overhead, as determined by Grantor.

(b) Prior to the performance of any work, Grantee shall (i) obtain all applicable permits, approvals and authorizations required from any federal, state or local governmental authorities and furnish Grantor with satisfactory evidence that all such approvals have been obtained and (ii) furnish Grantor with certificates of insurance for each contractor and subcontractor evidencing such contractor's or subcontractor's compliance with the requirements of Section 11 hereof.

(c) Except for emergency repairs affecting the health and safety of the public, Grantee shall provide Grantor with not less than thirty (30) days advance notice of any work (including routine maintenance) so that Grantor may take such protective actions as Grantor deems necessary to ensure the safety and reliability of Grantor's facilities in the area of Grantee's proposed work. Grantee shall postpone the commencement of its work until such time as Grantor has completed any and all such protective work. Any cost and expense of such protective work shall be borne by Grantee and paid by Grantee within thirty (30) days after receipt of a bill therefor.

(d) Grantee hereby agrees that, in the event that Grantee (or any employee, agent, representative, contractor, licensee, invitee or guest of Grantee) performs any grading, leveling, digging or other work of any kind on the Grantor's Property (to the extent expressly permitted under the terms of this Easement) and damages any improvements, fixtures, facilities, equipment, or other property located (now or in the future) at Grantor's Property, then Grantee will either (at Grantor's sole election), (x) promptly cause any such improvements, fixtures, facilities, equipment or other property to be repaired and restored to the same or better condition as the same were in immediately prior to such damage or destruction, or (y) promptly pay Grantor the amount which Grantor estimates (as set forth in a written notice from Grantor to Grantee) will cover the cost and expense of repairing and restoring such damage or destruction. If Grantee performs any grading, leveling, digging or excavation work on the Easement Premises



(which work shall be subject to Grantor's prior written approval), Grantee will notify J.U.L.I.E. at telephone number (800) 892-0123, C.U.A.N. at (312) 744-7000 if the Easement Premises are located in the City of Chicago, or in the event the Easement Premises are located outside J.U.L.I.E.'s or C.U.A.N.'s jurisdiction, any other services required by the utilities in the jurisdiction where the Easement Premises are located, at least seventy-two (72) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on the Easement Premises.

(e) Except for emergency repairs affecting the health and safety of the public, which emergency repairs should be called in within the first 8-hours of entering Grantor's Property and confirmed by Grantor, Grantee shall (in addition to the notice required under subparagraph (c) above) notify at, telephone number 866-340-2841, at least forty-eight (48) hours in advance of entering Grantor's Property for the performance of any work (including routine maintenance). The timing and scheduling of such work shall be subject to Grantor's prior approval. In the event Grantee is required to perform any emergency repair work affecting the health and safety of the public, Grantee shall notify Grantor in writing of such repair work within forty-eight (48) hours after the performance of such repairs.

(f) Grantee hereby acknowledges that the Easement Premises may be used from time to time to accommodate equipment and facilities of other persons and/or entities (including, without limitation, pipeline and utility companies) which are (or will be) located on, above or below the surface of the Easement Premises. Grantee agrees that it will contact any such persons and/or entities holding rights to use and/or occupy the Easement Premises, and provide the proper protection required by such persons or entities, in connection with Grantee's use and occupancy of the Easement Premises. Grantee further agrees to furnish Grantor copies of the correspondence between the any such persons or entities and Grantee. Grantee agrees that this requirement shall apply to any installations currently located on, above or below the Easement Premises and any and all future installations on, above or below the Easement Premises.

(g) Grantor may withhold its approval to the performance of any work hereunder whenever any of the following conditions exist: (i) Grantee is in default under this Easement, (ii) the performance of such work and the use and occupancy of Grantor's Property contemplated by such work in Grantor's judgment will interfere with Grantor's Operations or any other then existing uses of Grantor's Property, or (iii) Grantor and Grantee have failed to enter into such supplemental agreements as Grantor deems necessary or advisable regarding the performance of such work. Grantor retains the right to suspend or stop all such work if in Grantor's sole judgment the ongoing performance of such work endangers Grantor's facilities or threatens to interfere with Grantor's Operations, and Grantor shall incur no liability for any additional cost or expense incurred by Grantee or any third parties in connection with such work stoppage.

(h) All work shall be performed in a good and workmanlike manner and in accordance with all applicable laws, statutes, building codes and regulations of applicable governmental authorities. Without limiting the generality of the foregoing, Grantee shall cause all work and the placement of the Roadway and the Facilities to meet the applicable requirements of 83 Ill. Admin. Code Part 305, as amended from time to time, and shall cause all workers performing any work on behalf of Grantee, its contractors and subcontractors, to be equipped for and conform to OSHA safety regulations. Upon completion of the work, Grantee shall (i) provide

waivers of liens from each contractor and such other evidence of lien-free completion of the work as Landlord may require and (ii) restore all adjacent and other affected areas of Grantor's Property to their original condition preceding the commencement of such work.

(i) Grantee shall promptly notify Grantor of any damage caused to Grantor's facilities arising out of or related to the performance of such work, including without limitation damage to crops, fences, pasture land or livestock, landscaping and the like and Grantee will reimburse Grantor on demand for the cost of any such repairs and other expenses incurred by Grantor as a result of such damage. The formula described in Section 15(b) shall be used to determine the amount due Grantor as reimbursement for the cost of such repairs. No vehicles, equipment or anything else (including, but not limited to, any equipment attached to vehicles or equipment such as antennas) having a height which exceeds the maximum allowable height under applicable OSHA height standards in effect from time to time, shall be driven, moved or transported on the Easement Premises without Grantor's prior written consent.

(j) There shall be no impairment of any natural or installed drainage facilities occasioned by any work related to the Roadway and the Facilities and Grantee at its cost shall repair and replace all drainage tiles damaged or destroyed during the performance of such work.

(k) The following additional specific requirements shall apply to the performance of the work related to the Roadway and the Facilities:

(i) Grantee agrees that the Roadway and the Facilities will be installed in strict conformity with the plans attached hereto as Exhibit C.

(ii) Should any proposed changes to the Roadway and the Facilities be required, either before or after installation, Grantee, or its successors, shall first submit such changes to Grantor, in the form of revised plans for Grantor's review and approval.

(iii) Grantee shall install suitable markers acceptable to Grantor at all points where the Roadway and the Facilities enter or leave Grantor's Property, at all road or street crossings, at all rail crossings and at all locations where the Roadway and the Facilities changes direction in Grantor's Property.

(iv) Where the Roadway and the Facilities cross Grantor's fiber optic cable (TBON), Grantor may require that split plastic duct shall be installed and secured around Grantor's underground fiber optic cables in order to protect the fiber optic cable from any damage during any backfilling operation, all of which shall be performed at Grantee's sole cost and expense.

(v) Grantee agrees, upon completion of the installation of the Roadway and the Facilities, Grantee will replace all backfilling material in a neat, clean and workmanlike manner, with the topsoil on the surface of Grantor's Property, together with the removal of all excess soils, including any rocks, debris or unsuitable fill from Grantor's Property that has been displaced by the placement of Roadway and the Facilities. At Grantor's sole election, Grantor may permit Grantee to evenly spread any portion of the remaining topsoil over the Roadway and the Facilities so long as Grantee shall not cause or permit the existing ground grade on the Easement Premises to be increased or decreased in excess of eight (8") inches above or below the existing grade level of the Easement Premises as of the date hereof.

(vi) Grantee agrees that all of Grantor's Property as affected by the construction of the Roadway and the Facilities shall be leveled, dressed and the area re-seeded using grass over and along Grantee's entire construction project site, except for those areas that are either tenant occupied for agricultural purposes and/or those areas that involve in wetland construction, where governmental wetland restoration requirements shall take precedence. Grantee shall manage the re-seeding process until a firm grass growth has been established on Grantor's Property. Grantee agrees to leave Grantor's Property in a neat, clean and orderly condition and to the satisfaction of Grantor, including, but not limited to, the re-seeding of Grantor's Property as required.

(vii) Grantee covenants and agrees that, in the event that Grantee installs (or is required (by Grantor or otherwise) to install) any fencing and/or gates in connection with Grantee's work at the Easement Premises (or its use or occupancy of the Easement Premises), Grantee will install, maintain and operate such fences and/or gates in strict compliance with any and all fencing and locking rules, regulations and guidelines which Grantor may deliver to Grantee from time to time. (viii) Grantee acknowledges and confirms that, in connection with Grantor's review and/or approval of the plans and specifications for Grantee's work at the Easement Premises (as provided in Subsection 8(a) above), Grantor may require that barricades ("Barricades") be installed on the Easement Premises in order to protect Grantor's Operations and/or other equipment, improvements and facilities of Grantor and other users and occupants of the Easement Premises. Any such Barricades shall be installed either (at Grantor's sole option): (i) by Grantee, at Grantee's sole cost and expense, in a manner satisfactory to Grantor, or (ii) by Grantor, in which event Grantee shall pay to Grantor, prior to such installation, Grantor's reasonable estimate of the cost of such installation of the Barricades

9. Covenants of Grantee. Grantee hereby covenants and agrees as follows (which covenants shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) Grantee shall obtain and maintain all rights, licenses, consents and approvals required from any governmental authorities or third parties with respect to the installation, use or operation of the Roadway and the Facilities on Grantor's Property and, at Grantor's request, Grantee shall provide Grantor with evidence thereof. Grantee shall cause the Roadway and the Facilities to be maintained at all times in good repair and in accordance with all requirements of applicable law, and Grantee shall not permit any nuisances or other unsafe or hazardous conditions to exist in, on or under Grantor's Property in connection with the Roadway and the Facilities or Grantee's use or occupancy of Grantor's Property. In the event Grantee fails to fully and faithfully perform all such repair and maintenance obligations, Grantor shall have right (but not the obligation) after thirty (30) days' written notice to Grantee, to cause such repairs and maintenance to be performed and charge the cost thereof to Grantor. In the event Grantor elects to perform such repair and maintenance, the amount due Grantor from Grantee as reimbursement shall be determined using the formula described in Section 15(b) hereof.

(b) Grantee shall install the Roadway and the Facilities and use and occupy the Easement Premises in a manner that avoids any interference with Grantor's Operations. Within fifteen (15) days after Grantor's demand therefor, Grantee shall reimburse Grantor for all costs incurred by Grantor as a result of injury or damage to persons, property or business, including without limitation the cost of repairing any damage to Grantor's equipment or facilities or costs arising

from electrical outages, caused by the use and occupancy of the Easement Premises by Grantee, its representatives, employees, agents, contractors, subcontractors and invitees.

(c) Grantee hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, any mechanic's lien) or claim for lien to be asserted against the Easement Premises or any interest therein, whether such lien or claim for lien results from or arises out of any act or omission of Grantee or its employees, agents, consultants, representatives, contractors, subcontractors or materialmen, or otherwise. In the event any such lien or claim for lien is filed, Grantee will immediately pay and release the same. In the event such lien or claim of lien is not released and removed within five (5) days after notice from Grantor, Grantor, at its sole option and in addition to any of its other rights and remedies, may take any and all action necessary to release and remove such lien or claim of lien (it being agreed by Grantee that Grantor shall have no duty to investigate the validity thereof), and Grantee shall promptly upon notice thereof reimburse Grantor for all sums, costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Grantor in connection with such lien or claim of lien. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liens or claims for lien arising out of or in any way connected with Grantee's use and occupancy of the Easement Premises.

(d) In addition to, and not in lieu of, the other payments which Grantee is required to make under this Easement, Grantee shall pay the following amounts to Grantor in respect of real estate taxes and assessments, in each case no later than thirty (30) days after Grantor's written demand therefor:

(i) All real estate taxes and other assessments which are allocable to any improvements, structures or fixtures constructed, installed, or placed by Grantee at the Easement Premises for all periods during which this Easement is in effect, plus

(ii) Any increase in the real estate taxes and other assessments payable with respect to the Easement Premises (or any tax parcel of which the Easement Premises is a part) which is allocable to this Easement, Grantee's use or occupancy of the Easement Premises, or any improvements, structures or fixtures constructed, installed or placed by Grantee at the Easement Premises (but without duplication of any amount payable pursuant to clause (a) above), for all periods during which this Easement is in effect.

For purposes of this Easement real estate taxes or assessments "for" or "with respect to" any particular period (or portion thereof) shall mean the real estate taxes or assessments which accrue with respect to such period, irrespective of the fact that such taxes or assessments may be due and payable within a different period.

(e) Grantee shall notify Grantor in writing within thirty (30) days after the date Grantee ceases to use the Roadway and the Facilities and shall provide Grantor with a properly executed release of this Easement.

10. General Indemnity. To the maximum extent permitted under applicable law, Grantee agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor and Exelon Corporation, and their respective parents, subsidiaries and

affiliates, and their respective officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns (collectively, the "Indemnified Parties") from and against any and all losses, costs, damages, liabilities, expenses (including, without limitation, reasonable attorneys' fees) and/or injuries (including, without limitation, damage to property and/or personal injuries) suffered or incurred by any of the Indemnified Parties (regardless of whether contingent, direct, consequential, liquidated or unliquidated) (collectively, "Losses"), and any and all claims, demands, suits and causes of action brought or raised against any of the Indemnified Parties (collectively, "Claims"), arising out of, resulting from, relating to or connected with: (i) any act or omission of Grantee or its officers, directors, shareholders, employees, representatives, agents, contractors, licensees, lessees, guests, invitees, successors and assigns ("Grantee Parties") at, on or about Grantor's Property, and/or (ii) any breach or violation of this Easement on the part of Grantee, and notwithstanding anything to the contrary in this Easement, such obligation to indemnify and hold harmless the Indemnified Parties shall survive any termination of this Easement. This indemnification shall include, but not be limited to, claims made under any workman's compensation law or under any plan for employee's disability and death benefits (including without limitation claims and demands that may be asserted by employees, agents, contractors and subcontractors).

11. Waiver. To the fullest extent permitted by law, any entry onto Grantor's Property by Grantee Parties shall be at such parties' sole risk, and Grantor makes (and has heretofore made) no representations or warranties of any kind whatsoever regarding Grantor's Property or the condition of Grantor's Property (including, without limitation, the environmental condition thereof). To the fullest extent permitted under applicable law, each of Grantee Parties hereby waives any and all claims, demands, suits and causes of action against the Indemnified Parties, and fully and forever release the Indemnified Parties, for any loss, cost, damage, liability or expense (including, without limitation attorneys' fees) suffered or incurred by such Grantee Parties in connection with any entry onto Grantor's Property pursuant to this Easement. This Section will survive termination of this Easement.

12. Insurance. (a) Grantee agrees to require its contractors, before commencing any work on the Easement Premises to purchase and maintain, or at the option of Grantee to itself purchase and maintain, at the cost of Grantee or its contractors, a policy or policies of insurance issued by insurance companies authorized to do business in the State of Illinois, having ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificates of Insurance) and in a form satisfactory to Grantor as follows:

#### COVERAGE #1

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence

#### COVERAGE #2

Commercial General Liability (CGL) Policy or Policies (with coverage consistent with ISO CG 0001 (12 04)) covering all contractors, subcontractors and all their subcontractors with limits not less than Four Million dollars (\$4,000,000.00) per occurrence covering liability for bodily injury and property damage arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations for not less than three (3) years from the date the work is accepted. (CGL insurance includes, but is not limited to coverage for claims against Grantor for injuries to employees of Grantee and its contractors or any subcontractors) Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 20 26 11 85 or the combination of ISO Form CG 20 10 10 01 and CG 20 37 10 01.

#### COVERAGE #3

Automobile Liability in an amount of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

Policies covering contractors may substitute lower limits for any of the policies listed above, provided that contractors maintains an umbrella or excess liability policy or policies which provide a total minimum limit of four million dollars (\$4,000,000) per occurrence for general liability and one million dollars (\$1,000,000) for automobile liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

Grantee will, in any event, purchase and maintain during the term hereof:

#### COVERAGE #4

Commercial General Liability (CGL) Insurance (with coverage consistent with ISO CG 00 01 12 04) with a limit of not less than four million dollars (\$4,000,000) per occurrence covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability and products/completed operations (CGL insurance includes, but is not limited to coverage for claims against Grantor for injuries to employees of Grantee and its contractors or any subcontractors). Grantor shall be added as an Additional Insured providing coverage consistent with ISO Form CG 2026 (11/85) or combination of ISO Form CG 20 10 10 01 and GC20 37 19 91. (ii) Automobile Liability in an amount of not less than \$1,000,000 per accident for bodily injury and property damage, covering all owned, leased, rented or non-owned vehicles, which shall include automobile contractual liability coverage.

#### COVERAGE #5

Workers' Compensation Insurance with statutory limits, as required by the state in which the work is to be performed, and Employers' Liability Insurance with limits not less than One Million dollars (\$1,000,000.00) each accident/occurrence.

Grantee may substitute lower limits for any of the policies listed above, provided that Grantee maintains an umbrella or excess liability policy or policies which provide a total minimum limit of \$4,000,000.00 per occurrence for general liability, and that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

(b) If any work on the Easement Premises involves or includes any contractor handling, transporting, disposing, or performing work or operations with hazardous substances, contaminants, waste, toxic materials, or any potential pollutants, Grantee and/or contractors shall purchase and maintain pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the Easement Premises. Coverage shall be maintained in an amount of at least five million dollars (\$5,000,000) per loss and aggregate. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. Grantor shall be included as an additional insured and the policy shall be primary with respect to Grantor as the additional insured.

(c) There shall be furnished to Grantor, prior to commencing the work above described a certificate of insurance showing the issuance of insurance policies pursuant to the requirements contained in Coverages #1, #2, and #3 of this paragraph. Insurance coverage as required herein shall be kept in force until all work has been completed. All policies shall contain a provision that coverages afforded under the policies will not be canceled or material change until at least thirty (30) days prior written notice (ten (10) days in the case of nonpayment of premium) has been given to Grantor.

(d) Grantee shall provide evidence of the required insurance coverage under Coverage #4 and #5, which shall be delivered to Grantor upon execution of this document. The insurance under Coverage #4 and #5 shall be kept in force through the term hereof through the above referred policy, or such subsequent or substitute policy or policies as Grantee may, at its discretion, obtain. Grantee shall also provide Grantor with evidence of all of the insurance required hereunder prior to the effective date of the Lease whenever any insurance policy procured by Grantee hereunder is renewed and whenever Grantee obtains a new insurance policy hereunder.

(e) Insurance coverage provided by Grantee and its contractors shall not include any of the following; any claims made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by Grantor; any endorsement limiting coverage available to Grantor which is otherwise required by this Article; and any policy or endorsement language that (i) negates coverage to Grantor for Grantor's own negligence, (ii) limits the duty to defend Grantor under the policy, (iii) provides coverage to Grantor only if Grantee or its contractors are negligent, (iv) permits recovery of defense costs from any additional insured, or (v) limits the scope of coverage for liability assumed under a contract.

(f) To the extent permitted by applicable Laws, all above-mentioned insurance policies shall provide the following:

(1) Be primary and non-contributory to any other insurance carried by Grantor;

(2) Contain cross-liability coverage as provided under standard ISO Forms' separation of insureds clause;

(3) Provide for a waiver of all rights of subrogation which Grantee's, or its Contractors' insurance carrier might exercise against Grantor; and

(4) Any Excess or Umbrella liability coverage will not require contribution before it will apply.

(g) Grantor hereby reserves the right to amend, correct and change from time-to-time the limits, coverages and forms of policies as may be required from Grantee and/or its contractors.

### 13. Environmental Protection.

(a) Grantee covenants and agrees that Grantee shall conduct its operations on the Easement Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither Grantee, nor any of Grantee Parties, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Substances (as hereinafter defined) in, on, under or from the Easement Premises. Without limiting any other indemnification obligations of Grantee contained herein, Grantee hereby agrees to protect, indemnify, defend (with counsel acceptable to Grantor) and hold harmless the Indemnified Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied, assessed or asserted by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Substances used, brought upon, transported, stored, kept, discharged, spilled or released by any Grantee Parties or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Easement Premises. For purposes of this Easement, the term "Hazardous Substances" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by any Environmental Law. "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Substances, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq. the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances



Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute, ordinance or common law pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

(b) If there are wetlands on the Easement Premises, or if wetlands should develop on the Easement Premises during the term of this Easement, Grantee shall strictly comply with and observe all applicable Environmental Laws. At Grantor's request, Grantee, at its cost, shall furnish Grantor with a survey of the Easement Premises delineating any wetland areas located on the Easement Premises. Under no circumstances shall Grantee change the physical characteristics of any wetland areas located on the Easement Premises or any adjoining land or place any fill material on any portion of the Easement Premises or adjoining land, without in each instance obtaining Grantor's prior written consent (which may be granted or withheld in Grantor's sole discretion), and only then in compliance with applicable Environmental Laws.

(c) Grantee shall provide Grantor with prompt written notice upon Grantee's obtaining knowledge of any potential or known release or threat of release of any Hazardous Substances affecting the Easement Premises.

(d) This Section shall survive the expiration or other termination of the Easement.

14. Defaults. The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Easement:

(a) Grantee shall fail to pay when due any amount payable to Grantee hereunder and such failure continues for a period of ten (10) days after notice thereof from Grantor; or

(b) Grantee shall breach or violate any of its duties or obligations set forth in Section 9(c) or Section 12 of this Easement; or

(c) Grantee shall at any time be in default in any other covenants and conditions of this Easement to be kept, observed and performed by Grantee and such default continue for more than thirty (30) days (or such shorter time period as may specifically set forth in this Easement) after notice from Grantor; or

(d) A receiver, assignee or trustee shall be appointed for Grantee or Grantee's property or if the Grantee shall file bankruptcy, or if involuntary bankruptcy proceedings shall be filed against Grantee; or

(e) Grantee shall fail to operate or maintain the Roadway and the Facilities for a period of twelve (12) consecutive months.

15. Remedies. Upon the occurrence of an Event of Default, Grantor may exercise any one or more of the following remedies (which remedies shall survive the expiration or termination of this Easement and Grantee's rights and privileges under this Easement):

(a) terminate this Easement and all rights and privileges of Grantee under this Easement by written notice to Grantee; or

(b) take any and all corrective actions Grantor deems necessary or appropriate to cure such default and charge the cost thereof to Grantee, together with (i) interest thereon at the rate equal to nine (9%) per annum and (ii) an administrative charge in an amount equal to ten percent (10%) of the cost of the corrective action to defray part of the administrative expense incurred by Grantor in administering such cure, such payment to be made by Grantee upon Grantor's presentment of demand therefor; or

(c) any other remedy available at law or in equity to Grantor, including without limitation specific performance of Grantee's obligations hereunder. Grantee shall be liable for and shall reimburse Grantor upon demand for all reasonable attorney's fees and costs incurred by Grantor in enforcing Grantee's obligations under this Easement, whether or not Grantor files legal proceedings in connection therewith. No delay or omission of Grantor to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Easement shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance of payment by Grantor of any of the fees or charges set forth in this Easement shall not constitute a waiver of any breach or violation of the terms or conditions of this Easement.

16. Termination Rights. This Easement is made for the specific, express purposes identified in the granting clause at the beginning of this Easement and for no other purposes whatsoever. Therefore, in addition to any other rights and remedies reserved to Grantor hereunder, and not in lieu or limitation thereof, Grantor shall have the right to terminate this Easement in any of the following situations: (a) Grantee abandons or terminates the use of the Roadway or the Facilities; (b) Grantee changes, modifies or alters or attempts to change, modify or alter the use or purpose of this Easement; (c) Grantee abandons or terminates the operation of Grantee's Improvements; or (d) Grantee fails to complete or commence operation of Grantee's Improvements on Grantee's Property within three (3) years from the date hereof. Grantee shall be deemed to have abandoned the use of the Roadway and/or the Facilities if Grantee ceases to use the Roadway and/or the Facilities for a period of twelve (12) consecutive months.

17. Notices. Whenever notice is required to be given pursuant to this Easement, the same shall be in writing, and either personally delivered, sent by a nationally recognized overnight delivery service, postage prepaid, or sent via United States certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses as follows:

If to Grantor:

Commonwealth Edison Company  
Three Lincoln Centre  
Oakbrook Terrace, IL 60181  
Attn: Manager Real Estate Revenue

with a copy to:

Exelon Business Services Company  
Law Department  
10 South Dearborn Street, 49th Floor  
Chicago, Illinois 60613

If to Grantee:

Village of East Dundee  
120 Barrington Avenue  
East Dundee, Illinois 60118  
Attn: Village Administrator

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Easement, all notices shall be deemed to have been given upon receipt (or refusal of receipt) thereof.

18. No Assignment by Grantee. This Easement and the rights and obligations of the parties hereto shall be binding upon and inure to the benefit of the parties and their respective successors, personal representatives and assigns and the owners of Grantee's Property and Grantor's Property, from time to time; provided, however, that Grantee shall have no right to assign all or any portion of its right, title, interest or obligation in this Easement or under this Easement without the prior written consent of Grantor, which consent may be granted or withheld by Grantor in its sole and exclusive discretion, unless such assignment is of its entire right contained herein and is made in connection with and simultaneously with a fee simple conveyance of Grantee's Property. Any attempt by Grantee to assign all or any portion of its interest hereunder in violation of the foregoing shall be void and of no force and effect. The terms "Grantor" and "Grantee" as used herein are intended to include the parties and their respective legal representatives, successors and assigns (as to Grantee such assigns being limited to its permitted assigns), and the owners of Grantor's Property and Grantee's Property from time to time.

19. Entire Agreement. This Easement, the exhibits and addenda, if any, contain the entire agreement between Grantor and Grantee regarding the subject matter hereof, and fully supersede all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

20. Transfer by Grantor. Upon any transfer or conveyance of the Easement Premises by Grantor, the transferor shall be released from any liability under this Easement, and the

transferee shall be bound by and deemed to have assumed the obligations of Grantor arising after the date of such transfer or conveyance.

21. No Oral Change. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

22. Further Assurances. Each party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other party to effectuate the purposes and intention of this Easement.

23. Governing Law, Venue. The terms and provisions of this Easement shall be governed by and construed in accordance with the laws of the State of Illinois. With respect to any suit, action or proceeding relating to this Easement (each a "Proceeding"), the parties hereto each irrevocably: (a) agree that any such Proceeding shall be commenced, brought, tried, litigated and consummated in the courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois, (b) submit to the exclusive jurisdiction of the courts of the State of Illinois located in the County of Cook and the United States District Court for the Northern District of Illinois, and (c) waive any objection which they may have at any time to the laying of venue of any Proceeding brought in any such court, waive any claim that any Proceeding brought in any such court has been brought in an inconvenient forum, and further waive the right to object, with respect to such Proceeding, that any such court does not have jurisdiction over such party.

24. Time is of the Essence. Time is of the essence of each and every provision of this Easement.

25. Severability. In the event that any governmental or regulatory body or any court of competent jurisdiction determines that any covenant, term or condition of this Easement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as applied to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances) or the validity, legality or enforceability of the other covenants, terms and conditions of this Easement. In the event any provision of this Easement is held to be invalid, illegal or unenforceable, the parties shall promptly and in good faith negotiate new provisions in substitution therefor to restore this Easement to its original intent and effect.

26. No Reinstatement. No receipt of money by Grantor from Grantee, after the expiration or termination of this Easement shall renew, reinstate, continue or extend the term of this Easement.

27. Non-Affiliated. By signing this Easement, Grantee affirms and states that it is not an employee of Commonwealth Edison Company nor Exelon Corporation, and their respective

parents, subsidiaries and affiliates, nor has any affiliated interest in the Commonwealth Edison Company or Exelon Corporation, and their respective parents, subsidiaries and affiliates.

28. Counterparts. This Easement may be executed by the parties in counterparts. Each such counterpart shall be deemed an original and all such counterparts, taken together, shall constitute one and the same agreement.

29. No Assessment. By signing this Easement Grantee agrees that Grantor or its public utility successor shall not be assessed for any improvements to be constructed pursuant hereto as a local improvement project or otherwise charged for the cost of such improvements.

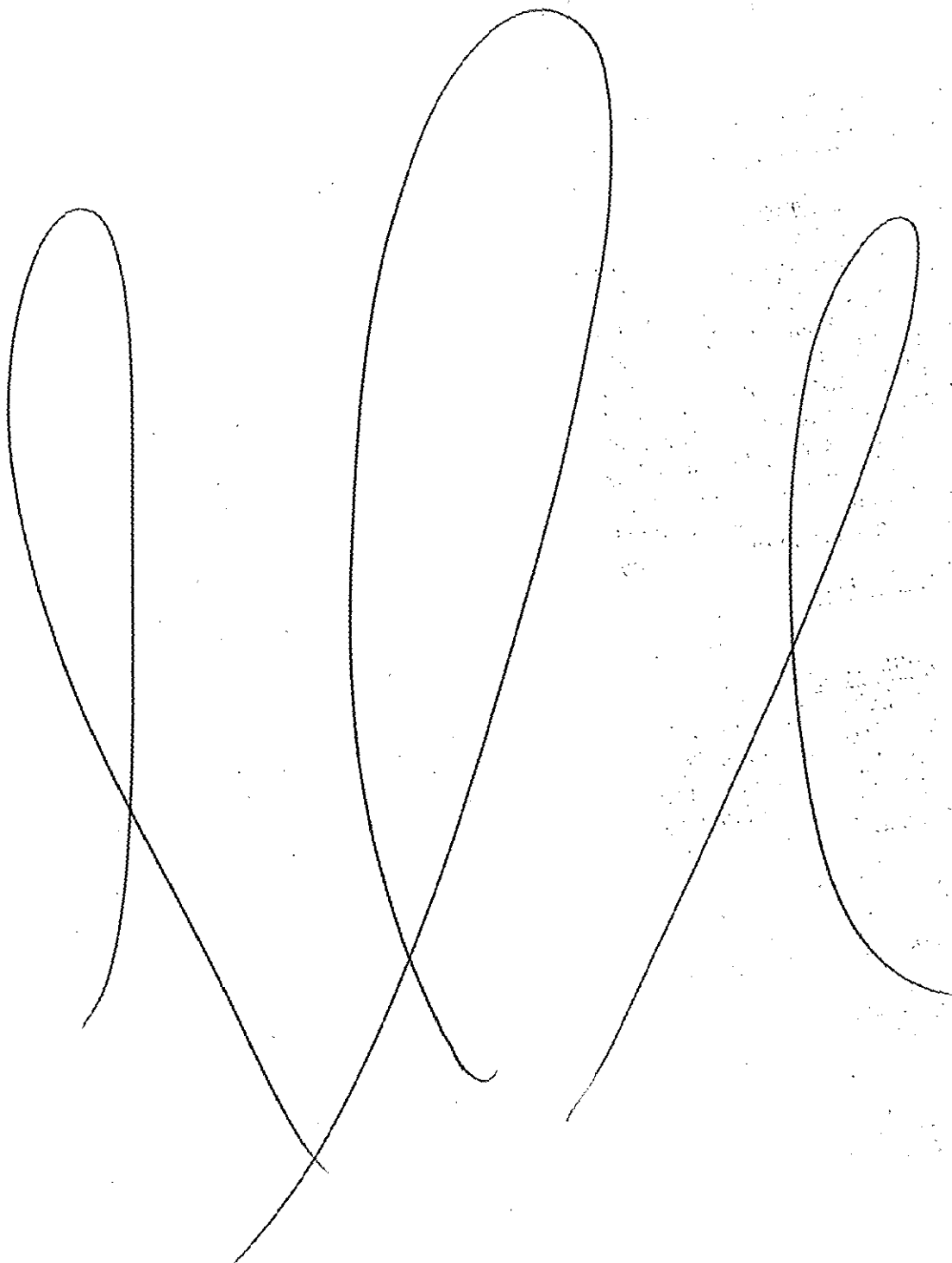
30. No Third Party Beneficiaries. Grantor and Grantee agree and acknowledge that, except as expressly set forth herein, there are no intended third party beneficiaries of this Easement nor any of the rights and privileges conferred herein.

31. Illinois Commerce Commission Approval. Grantor and Grantee acknowledge that Grantor is a public utility regulated by the Illinois Commerce Commission ("Commission") and other governmental authorities, and this Easement and the obligations of the parties hereto are subject to all legal requirements applicable to Grantor as a public utility. Although it is not expected that the Commission's or other governmental authority's approval will be required for this Easement, the rights and obligations of the parties hereunder are conditioned upon the Commission's and any other applicable governmental authority's approval of this Easement, under any circumstances in which such approval is required. It is further agreed and understood that this Easement may be terminated by Grantor immediately at any time in the event that Grantor is required to do so by the Commission or some other governmental authority.

32. Labor Relations. Neither Grantee nor any of Grantee's authorized agents shall, at any time, directly or indirectly, employ, or permit the employment of, any contractor, mechanic or laborer in the Easement Premises, or permit any materials to be delivered to or used in the Easement Premises, if, in Grantor's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of Grantor's Property (or any other property) by Grantor, Grantee or others, or the use and enjoyment of Grantor's Property by Grantor or other lessees or occupants of Grantor's Property. In the event of such interference or conflict, upon Grantor's request, Grantee shall cause all contractors, mechanics or laborers causing such interference or conflict to leave Grantor's Property immediately.

33. Independent System Operator. In the event responsibility for management or operation of all or any portion of Grantor's electrical transmission facilities located in or on the Grantor's Property is transferred or assigned by Grantor to an independent system operator ("ISO") or another third party, then Grantee agrees to recognize the right of such ISO or third party to exercise all or any part of Grantor's rights under this instrument.

34. Additional Requirements. Grantee shall comply with all of the additional requirements set forth on and contained in Exhibit D attached hereto and made a part hereof.



IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their proper officers thereunto duly authorized as of the day and year first hereinabove written.

**COMMONWEALTH EDISON COMPANY**

By: Joe T. Gilchrist

Joe T. Gilchrist

Manager of Real Estate and Facilities

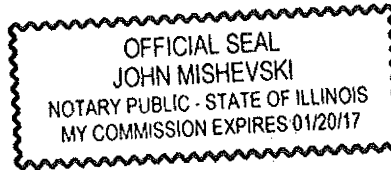
**Village of East Dundee**

By: Robert J. Skurka  
Print Name: Robert J. Skurka  
Title: Village Administrator

**SCHEDULE OF EXHIBITS**

- A Legal description of Grantor's Property
- B Grantee's Property
- C Easement Premises - Roadway Plans
- D Additional Requirements

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )



I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Joe T. Gilchrist, personally known to me to be the Manager of Real Estate and Facilities of COMMONWEALTH EDISON COMPANY, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as such Manager, he signed and delivered such instrument, as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth..

Given under my hand and official seal, this 21 day of APRIL, 2016.

  
Notary Public

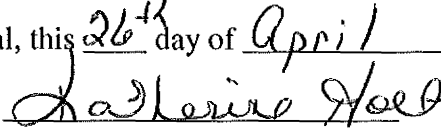
Commission expires: 1/20/17

STATE OF Illinois )  
 ) SS  
COUNTY OF Kane )



I, Katherine Holt, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert J. Skudis personally known to me to be the Village Administrator of Village of East Dundee, a \_\_\_\_\_, 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 Administrator, (s)he signed and delivered such instrument pursuant to authority given by the Village of such \_\_\_\_\_, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such Easement, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26<sup>th</sup> day of April, 2016.

  
Notary Public

Commission expires: May 28, 2017



**EXHIBIT A TO GRANT FOR PUBLIC ROADWAY**

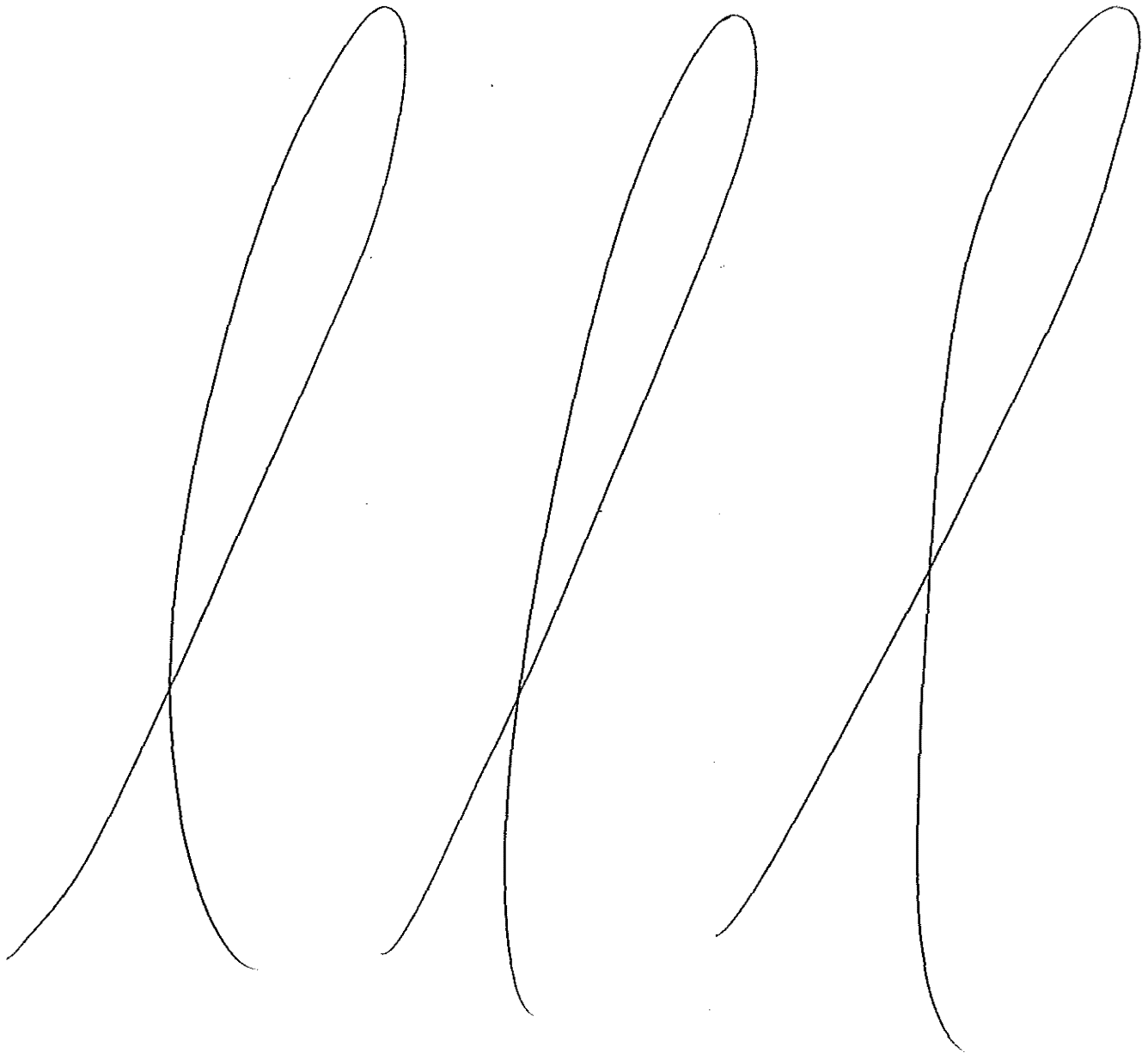
**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

THE WEST ONE HUNDRED FIFTY FEET OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP FORTY TWO (42) NORTH , RANGE NINE (9) EAST OF THE THIRD PRICIPAL MERIDIAN.

PIN NUMBER: 01-30-300-003

**EXHIBIT B TO GRANT FOR PUBLIC ROADWAY**

**GRANTEE'S IMPROVEMENTS**





## Heinz Drive Extension

East Dundee, IL

### Roadway Easement Description

Part of the West Half of the Southwest Quarter of Section 30, Township 42 North, Range 9 East of the Third Principal Meridian, Cook County, Illinois, described as follows: Beginning at a point on the East line of Commonwealth Drive, said line also being the West line of the Commonwealth Edison Company Right of way, as recorded on Rock Road Business Park in the Kane County Recorder's Office as document 2004K059309, said point being North 00 degrees 15 minutes 46 seconds West (assumed bearing) a distance of 804.68 feet from the intersection of said East line of Commonwealth Drive, said line also being the West line of said Commonwealth Edison Company Right of way and the North line of Higgins Road (Illinois 72); thence North 89 degrees 29 minutes 39 seconds East a distance of 190.00 feet to the East line of said Commonwealth Edison Company Right of way; thence North 00 degrees 15 minutes 46 seconds West on and along last named line a distance of 80.00 feet; thence South 89 degrees 29 minutes 39 seconds West a distance of 190.00 feet to said East line of Commonwealth Drive, said line also being the West line of said Commonwealth Edison Company Right of way; thence South 00 degrees 15 minutes 46 seconds East on and along last named line a distance of 80.00 feet to the Point of Beginning, containing 0.35 acres, more or less.

## Heinz Drive Extension

East Dundee, IL

### Sanitary Sewer Easement Description

The Southerly 20 feet of the following described tract, being a part of the West Half of the Southwest Quarter of Section 30, Township 42 North, Range 9 East of the Third Principal Meridian, Cook County, Illinois, described as follows: Beginning at a point on the East line of Commonwealth Drive, said line also being the West line of the Commonwealth Edison Company Right of way, as recorded on Rock Road Business Park in the Kane County Recorder's Office as document 2004K059309, said point being North 00 degrees 15 minutes 46 seconds West (assumed bearing) a distance of 804.68 feet from the intersection of said East line of Commonwealth Drive, said line also being the West line of said Commonwealth Edison Company Right of way and the North line of Higgins Road (Illinois 72); thence North 89 degrees 29 minutes 39 seconds East a distance of 190.00 feet to the East line of said Commonwealth Edison Company Right of way; thence North 00 degrees 15 minutes 46 seconds West on and along last named line a distance of 80.00 feet; thence South 89 degrees 29 minutes 39 seconds West a distance of 190.00 feet to said East line of Commonwealth Drive, said line also being the West line of said Commonwealth Edison Company Right of way; thence South 00 degrees 15 minutes 46 seconds East on and along last named line a distance of 80.00 feet to the Point of Beginning, containing 0.35 acres, more or less.

Heinz Drive Extension

East Dundee, IL

Watermain Easement Description

The Northerly 20 feet of the following described tract, being a part of the West Half of the Southwest Quarter of Section 30, Township 42 North, Range 9 East of the Third Principal Meridian, Cook County, Illinois, described as follows: Beginning at a point on the East line of Commonwealth Drive, said line also being the West line of the Commonwealth Edison Company Right of way, as recorded on Rock Road Business Park in the Kane County Recorder's Office as document 2004K059309, said point being North 00 degrees 15 minutes 46 seconds West (assumed bearing) a distance of 804.68 feet from the intersection of said East line of Commonwealth Drive, said line also being the West line of said Commonwealth Edison Company Right of way and the North line of Higgins Road (Illinois 72); thence North 89 degrees 29 minutes 39 seconds East a distance of 190.00 feet to the East line of said Commonwealth Edison Company Right of way; thence North 00 degrees 15 minutes 46 seconds West on and along last named line a distance of 80.00 feet; thence South 89 degrees 29 minutes 39 seconds West a distance of 190.00 feet to said East line of Commonwealth Drive, said line also being the West line of said Commonwealth Edison Company Right of way; thence South 00 degrees 15 minutes 46 seconds East on and along last named line a distance of 80.00 feet to the Point of Beginning, containing 0.35 acres, more or less.

## **EXHIBIT C TO GRANT FOR ROADWAY**

### **EASEMENT PREMISES - ROADWAY AND GRADED FACILITY**

Part of the West Half of the Southwest Quarter of Section 30, Township 42 North, Range 9 East of the Third Principal Meridian, Cook County, Illinois, described as follows: Beginning at a point on the East line of Commonwealth Drive, said line also being the West line of the Commonwealth Edison Company Right of way, as recorded on Rock Road Business Park in the Kane County Recorder's Office as document 2004K059309, said point being North 00 degrees 15 minutes 46 seconds West (assumed bearing) a distance of 804.68 feet from the intersection of said East line of Commonwealth Drive, said line also being the West line of said Commonwealth Edison Company Right of way and the North line of Higgins Road (Illinois 72); thence North 89 degrees 29 minutes 39 seconds East a distance of 190.00 feet to the East line of said Commonwealth Edison Company Right of way; thence North 00 degrees 15 minutes 46 seconds West on and along last named line a distance of 80.00 feet; thence South 89 degrees 29 minutes 39 seconds West a distance of 190.00 feet to said East line of Commonwealth Drive, said line also being the West line of said Commonwealth Edison Company Right of way; thence South 00 degrees 15 minutes 46 seconds East on and along last named line a distance of 80.00 feet to the Point of Beginning, containing 0.35 acres, more or less.

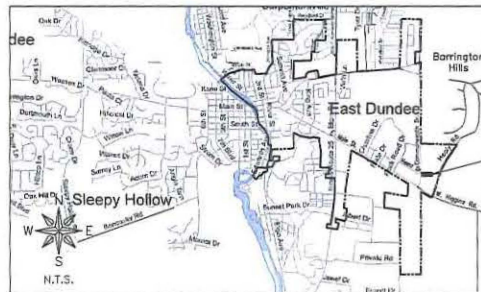
INDEX OF SHEETS	
SHEET NUMBER	SHEET TITLE
1	TITLE
2	STANDARD LEGEND
3	SITE PLAN
4	PLAN AND PROFILE
5	CROSS SECTIONS
6	CROSS SECTIONS
7	CROSS SECTIONS
8	CROSS SECTIONS

# HEINZ DRIVE ROADWAY EXTENSION FOR VILLAGE OF EAST DUNDEE EAST DUNDEE, ILLINOIS

PROPOSED STREET PLANS

KANE COUNTY

AUGUST 2014



LOCATION MAP

PROJECT LOCATION



HORIZONTAL 20 0 20 40 60 FEET

VERTICAL 5 0 5 10 15 FEET

PLAN & PROFILE

HORIZONTAL 10 0 10 20 30 FEET

VERTICAL 5 0 5 10 15 FEET

CROSS SECTIONS

## UTILITIES

UTILITY TYPE	COMMON NAME
WATER & SEWER	VILLAGE OF EAST DUNDEE
ELECTRIC	CONED
TELEPHONE	AT & T
GAS	NCDR
CABLE	COMCAST

(CONTRACTOR TO BE RESPONSIBLE FOR ANY ADJUSTMENTS TO BE MADE.)



**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS

IOWA

WISCONSIN

ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER: 184003525



SIGNATURE DATE

PRELIMINARY

ORIGINAL SET FOR PROJECT: 13-1232		DATE CREATED: 08/2014
REV. NO.	REVISIONS DESCRIPTION	DATE

**EXHIBIT C**

**EXHIBIT**



# ABBREVIATIONS

<	ANGLE
AC	AGGREGATE BASE COURSE
ADI	ADJUST
ACI	AMERICAN CONCRETE INSTITUTE
ASCI	ASSOCIATION OF STEEL CONSTRUCTORS
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ALT	ALTERNATE
ARCH	ARCHITECT
ASPH	ASPHALT
ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
B	BALL VALVE
BFI	BACKFLOW PREVENTER
BFI	BUTTERFLY VALVE
BLDG	BUILDING
BM	BENCHMARK
BOT	BOTTOM
BSMT	BASEMENT
BUT	BUTTERFLY VALVE
C	BACK-TO-BACK OF CURB DIMENSION
CD	CENTERLINE
CE	CENTERLINE TO BACK OF CURB DIMENSION
CG & C	CENTERLINE CENTER
CH	CURB AND GUTTER
CHD	CHORD LENGTH
CHK	CHECK IRON PIPE
CL	CLEAR
CMU	CONCRETE MASONRY UNIT
CONC	CONCRETE
CONT	CONTINUOUS
CO	CENTRAL LINE TO BACK OF CURB DIMENSION
COORD	COORDINATE
CJ	CORNER JUNCTION
CTRS	CENTERS
CS	CORPORATION STOP
D	DEGREE OF CURVE
DBP	DEPRESSURED
DET	DETAIL
DWG	DRAWING
DM	DIMENSIONAL
DN	DOWN
DNSTR	DOWNSTREAM
DWC	DRAINAGE PIPE/STORM PIPE
E	EAST
EJ	EXPANSION JOINT
ELEV	ELEVATION
EQ	EQUIDISTANT PAVEMENT
EQUIP	EQUIPMENT
EQV	EQUAL
EW	EACH WAY
EXP	EXPANSION
EX	EXISTING
EXT	EXTERNAL DISTANCE
F	FLOOR DRAIN
FDN	FOUNDATION
FE	FIELD ENTRANCE
FIL	FINISH FLOOR LEVEL
FILLET	FILLET
FIN	FINISH
FL	FLOW LINE
FLR	FLOOR MAIN
FM	FOUND
FRMG	FRAMING
FOOTING	FOOTING
F-P	FACE TO FACE
G	GALVANIZED IRON PIPE
GRT	GRATING SUPPORT
GRT	GROUT
GVS	GAS VALVE
GYP	GYPHUM
H	HOLE
HC	HORIZONTAL CURVE
HMA	HOT MIX ASPHALT
HNGR	HANGER
HORIZ	HORIZONTAL
H.P.	HIGH POINT
HWT	HOT WATER
HWH	HOT WATER HEATER
I	CENTRAL ANGLE
ID	MOMENT OF INERTIA
IB	INSIDE DIAMETER
INT	INTERIOR
INV	INVERT ELEVATION BASED ON BENCH MARK DATUM
IP	IRON PIPE
JST	JOIST
L	LENGTH OF CURVE
LAT	LATERAL
LAV	LAVATORY
L.F.	LINEAL FEET
L.P.	LOW POINT
L	LEFT OF SURVEY BASE LINE
MAX	MAXIMUM
MAN	MANGLED
MIN	MINIMUM
MJ	MECHANICAL JOINT
MTL	METAL
N	NORTH
No. or #	NUMBER
NOW	NORMAL
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
O	OUTSIDE TO OUTSIDE
OPNG	OPENING
OPP	OPPOSITE
P	POINT OF CURVATURE
PC	PORTLAND CEMENT CONCRETE
PCF	POUNDS PER CUBIC FOOT
PDF	PERFORATED DRAIN PIPE

PE	POLYETHYLENE PIPE
PI	POINT OF INTERSECTION
PL	PLATE
PLG	PLUG VALVE
PLP	POLYMER PIPE
PLYWD	PLYWOOD
PRM	PRINCIPAL MERIDIAN
PS	PRESSURE REGULATORS
PRO	POINT OF REVERSE CURVATURE
PROSS	PROPOSED
PR, PROP	PROPOSED
R	RADIUS
REDUCER	REDUCER
RCR	REINFORCED CONCRETE CYLINDER PIPE
RCP	REINFORCED CONCRETE PIPE
ROD	ROAD DRAIN
RENIF	REQUIRED
REQD	REQUIRED
ROW	RIGHT OF WAY
RFTER	RATHER
RND	ROUND
RR	RAILROAD
RSP	RAILROAD SPIKE
RT	REMOVE AND REPLACE
RNR	SOUTH
S	SECTION BED
SCHED	SCHEDULE
SEC	SECTION
SH	SQUARE FEET
SHWR	SHOWER
SHI	SHIELD
SHG	SHEATHING
SP	SANITARY PIPE
SPA	SPACING OR SPACES
SPEC	SPECIFICATION
SQ	SQUARE
SS	SANITARY SERVICE
STA	STATION
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURAL
SW	SIDWALK
SY	SQUARE YARDS
SYM	SYMMETRICAL
TANGENT L&N	TANGENT LINE
TOP	TOP BACK OF CURB
TBM	TAPED MARK: BASED ON BENCHMARK DATUM
TD	TILE DRAIN
TR	TRUCK
TRD	TREAD
TY	TYPICAL
UP	UTILITY POLE
UPSTN	UPSTREAM
URN	URN
USGS	US GEOLOGICAL SURVEY
V	VERTICAL CURVE
VOL	VOLUMED CLAY PIPE
VORT	VERTICAL
VOLUME	VOLUME
VPC	VERTICAL POINT OF CURVATURE
VPI	VERTICAL POINT OF INTERSECTION
VPMC	VERTICAL POINT OF REVERSE CURVATURE
VPT	VERTICAL POINT OF TANGENCY
W	WEIR
WC	WATER CLOSET
WF	WATER FLANGE
WM	WATER MAIN
WWG	WATER MAIN QUALITY
WV	WATER VALVE
WGT	WEIGHT
WP	WEATHER PROOF
WS	WATER SERVICE
WWF	WELDED WIRE FABRIC
W/O	WITHOUT
XP	EXPLOSION PROOF

## MATCH PATTERNS

	EARTH - FILL		BRICK
	EARTH - UNDISTURBED		STEEL
	ROCK (GEOLOGICAL)		INSULATION (LOOSE/ BATT)
	STONE OR RIP RAP		INSULATION (RIGID)
	GRAVEL		WOOD (ROUGH)
	CONCRETE		WOOD (BLOCKING)
	CONCRETE BLOCK		WOOD (FINISH)
	CMU		DETECTABLE WARNING
	ASPHALT PAVEMENT		

**SYMBOLS**

EXISTING		PROPOSED	
EXISTING R.O.W.	PROPOSED R.O.W.	EXISTING	PROPOSED
RIGHT-OF-WAY LINE	PROPERTY LINE	WATER SERVICE	FIBER OPTIC LINE
CENTERLINE	SETBACK LINE	WATER VALVE WITH BOX	UNDERGROUND TV CABLE
EASEMENT LINE	SECTION LINE	CURB STOP W/ CURB BOX	CABLE TV RISER PEDESTAL
SECTION CORNER	COORDINATE POINT ON GRID SYSTEM	REDUCER	OVERHEAD UTILITY
FOUND OR SET PROPERTY PIN	RIGHT-OF-WAY MARKER	WATER VALVE VAULT	UNDERGROUND ELECTRIC
BENCHMARK	CONTOUR LINE	11.25° BEND	ELECTRIC RISER PEDESTAL
SPOT ELEVATION (AT +)	FENCE LINE	22.50° BEND	ELECTRIC MANHOLE
SILT FENCE LINE	CURB AND GUTTER	45° BEND	UNDERGROUND TELEPHONE
TIP OUT CURB AND GUTTER	SAW CUT, LIMITS OF PAVEMENT REMOVAL & REPLACEMENT	90° BEND	TELEPHONE RISER PEDESTAL
DECIDUOUS TREE W/ SIZE	CONFEROUS TREE W/ SIZE	TEE	UTILITY POLE
TREE STUMP	HEDGEROW	CAP	UTILITY POLE W/ METER
BUSH OR SHRUB	TREE LINE	WATER METER	UTILITY POLE W/ TRANSFORMER
CONSTRUCTION LIMIT LINE	SIGN (MULTIPLE POST, SINGLE POST)	SPRINKLER HEAD	UTILITY POLE WITH GUY WIRE AND ANCHOR
SIGN (PYLON)	GUARD RAIL		LIGHT (MAST MOUNTED)
RAILROAD TRACKS	BUILDING		LIGHT POLE (SINGLE FIXTURE)
MAILBOX			YARD LIGHT
			GAS MAIN
			GAS METER
			GAS VALVE

EXISTING		PROPOSED	
STORM SEWER	DITCH LINE (PAVED)	STORM SEWER	DITCH LINE (UNPAVED)
STORM MANHOLE	CATCH BASIN	STORM SEWER INLET	STORM SEWER INLET - BEHIND CURB
DOWNSPOUT	CLUTTER AND SIZE	ROCP OR RCP EQRS (RCAP) END SECTION	METAL OR HDPE END SECTION
INLET PROTECTION		FLOW DIRECTION	INLET PROTECTION

EXISTING		PROPOSED	
STORM SEWER	DITCH LINE (PAVED)	STORM SEWER	DITCH LINE (UNPAVED)
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EXISTING		PROPOSED	
STORM SEWER	DITCH LINE (PAVED)	STORM SEWER	DITCH LINE (UNPAVED)
STORM MANHOLE	CATCH BASIN	STORM SEWER INLET	STORM SEWER INLET - BEHIND CURB

JOB NUMBER:  
13-1222

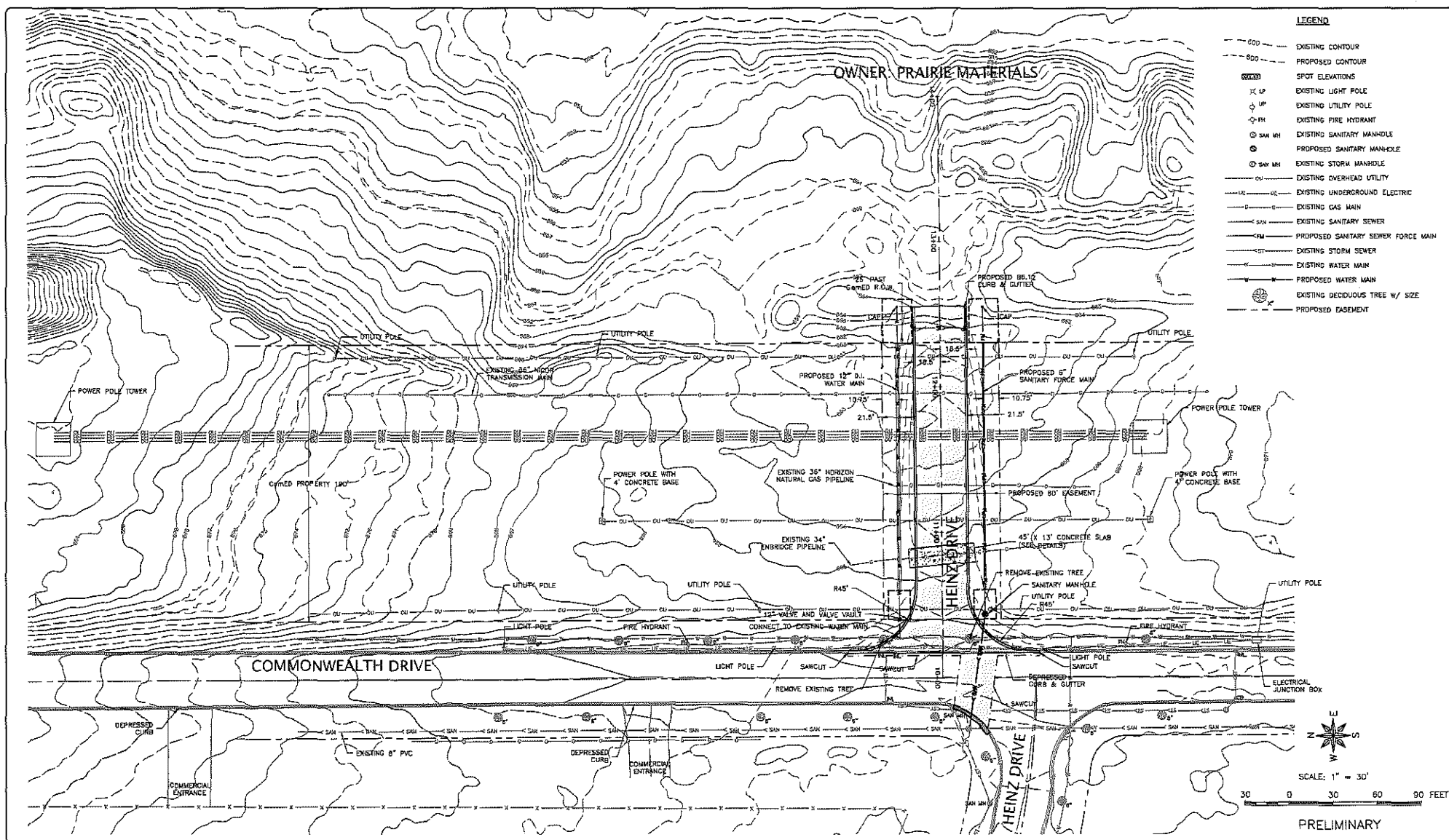
SHEET NUMBER:  
2 of 8

# ABBREVIATIONS

<	ANGLE
AC	AGGREGATE BASE COURSE
ACRST	ACREST
ACI	AMERICAN CONCRETE INSTITUTE
AGR	AGGREGATE
ASIC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ASLT	ALTERNATE
ASPH	ASPHALT
ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
B	BALL VALVE
BWP	BACKFLOW PREVENTER
BT	BUTYLUM
BUDG	BUILDING
BLX	BLOCKING
BW	BENCHMARK
BTM	BOTTOM
B-B	BASEMENT
BT	BUTTERFLY VALVE
B-C	BACK-TO-BACK OF CURB DIMENSION
CL	CENTERLINE
CL	CENTER TO CENTER
C & C	CURB AND CUTTER
CHD	CHORD LENGTH
CHK	CHECK VALVE
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CTY	COUNTY
CONC	CONCRETE
CONT	CONTINUOUS
C-B	CONTINUE TO BACK OF CURB DIMENSION
COORD	COORDINATE
CP	COPPER PIPING
CPMS	COPPER
CY	CUBIC YARDS
CS	CORPORATION STOP
D	DEGREE OF CURVE
DEP	DEPRESSED
DET	DETAIL
DAG	DIMENSIONAL
DIM	DIMENSION
DML	DUCTILE IRON PIPE
DN	DOWN
DNR	DOWNSTREAM
DR	DRAINAGE PIPE/STORM PIPE
DWG	DRAWING
E	EAST
EJ	EXPANSION JOINT
ELEV	ELEVATION
EDP	EDGE OF PAVEMENT
EQUIP	EQUIPMENT
EQV	EQUIVALENT
EWC	EACH WAY
EXP	EXPANSION
EXL	EXISTING
EXT	EXTERNAL
E =	EXTERNAL DISTANCE
F	FLOOR DRAIN
FEIN	FOUNDATION
FE	FIELD ENTRANCE
FE	FINISH FLOOR LEVEL
FL	FILLET
FN	FINISH
FLR	FLOOR LINE
FLR	FLOOR
FM	FORCE MAIN
FND	FOUND
FROD	FROTHING
FRT	FOOTING
FA	FACE TO FACE
GA	GANGE
GD	GALVANIZED IRON PIPE
GRD	GRADE
GRS	GRATING SUPPORT
GUT	GUT
GV	GAS VALVE
HDP	HYDRO
HSE	HOLE
HCG	HORIZONTAL CURVE
HMA	HOT MIX ASPHALT
HNGR	HANDLER
HORIZ	HORIZONTAL
H.P.	HIGH POINT
HWH	HOT WATER
HWH	HOT WATER HEATER
Δ	CENTRAL ANGLE
M	MOMENT OF INERTIA
INS	INSIDE DIAMETER
INT	INTERIOR
INT	INVERT ELEVATION: BASED ON BENCH MARK DATUM
IP	IRON PIPE
JCT	JOINT
L	LENGTH OF CURVE
LAT	LATERAL
LAV	LAVATORY
LF	LINEAL FEET
L.P.	LOW POINT
LT	LEFT OF SURVEY BASE LINE
MAX	MAXIMUM
MR	MANHOLE
MIN	MINIMUM
MJ	MECHANICAL JOINT
MFL	METAL
N	NORTH
NO. OR	NUMBER
NCM	NOMINAL
NPS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OD	OPENING
ODNG	OPPOSITE
OPP	POINT OF CURVATURE
PCP	PORTLAND CEMENT CONCRETE
PFS	POUNDS PER SQUARE FOOT
POP	PERFORATED DRAIN PIPE

PE	POLYETHYLENE PIPE
PI	POINT OF INTERSECTION
PL	PLATE
PLG	PLUG VALVE
PLW	POLYMER LINE PIPE
PLYWD	PLYWOOD
PM	PRINCIPAL MERIDIAN
PR	PRESSURE REGULATORS
PRC	POINT OF REVERSE CURVATURE
PRSS	PRESSURE
PR, PROP	PROPOSED
PRV	PRESSURE REDUCING VALVE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSL	PIPE SLEEVE
PT	POINT OF TANGENCY
PLV	PLUG VALVE
PVC	POLYVINYL CHLORIDE (PLASTIC) PIPE
R	RADIUS
RDR	REDUCER
ROCP	REINFORCED CONCRETE CYLINDER PIPE
RCP	REINFORCED CONCRETE PIPE
RO	ROOF DRAIN
REINF	REINFORCING
REQD	REQUIRED
ROW	RIGHT OF WAY
WTR	WATER
RND	ROUND
R	RAILROAD
RISP	RAILROAD SPIKE
RT	RIGHT
R&R	REMOVE AND REPLACE
S	SOUTH
SB	STREAM BED
SCHED	SCHEDULE
SEC	SECTION
SP	SQUARE FEET
SH	SHOWER
SHT	SHEET
SHTG	SHEATHING
SP	SANITARY PIPE
SPA	SPACING OR SPACES
SPCC	SPECIFICATION
SO	SQUARE
SS	SANITARY SERVICE
STA	STATION
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURAL
STR	STREET
SY	SQUARE YARDS
STMT	STATEMENT
TAN	TANGENT LENGTH
TBC	TOP BACK OF CURB
TBM	TEMPORARY BENCH MARK: BASED ON BENCHMARK DATUM
TD	TILE DRAIN
THK	THICK
TR	TREAD
TRF	TYPE
TYP	TYPICAL
UP	UTILITY POLE
UPSTR	UPSTREAM
UR	URNAL
USGS	US GEOLOGICAL SURVEY
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
VOL	VOLUME
VPC	VERTICAL POINT OF CURVATURE
VPI	VERTICAL POINT OF INTERSECTION
VPOIC	VERTICAL POINT OF REVERSE CURVATURE
VPT	VERTICAL POINT OF TANGENCY
W	WEIR
WC	WATER CLOSET
WF	WIDE FLANGE
WH	WATER MAIN
WMQ	WATER MAIN QUALITY
WT	WATER VALVE
WT	WEIGHT
WPF	WEATHER PROOF
W	WATER SERVICE
W/W	WELDED WIRE FABRIC
W/O	WITH
W/O	WITHOUT
XP	EXPLOSION PROOF

[illegible]



**FEHR GRAHAM**

ENGINEERING & ENVIRONMENTAL

ILLINOIS DESIGN FIRM NO. 184-003525

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
VILLAGE OF EAST DUNDEE  
1720 BARRINGTON AVE.  
EAST DUNDEE, IL 60118

PROJECT AND LOCATION:  
EXTENSION OF HEINZ DRIVE  
EAST DUNDEE, ILLINOIS

DRAWN BY: TL  
APPROVED BY: DT  
DATE: 01/09/15  
SCALE: HOR 1" = 30'

REV. NO.	REVISIONS	DATE
1	END MAIN FIELD LOCATED	12/27/14

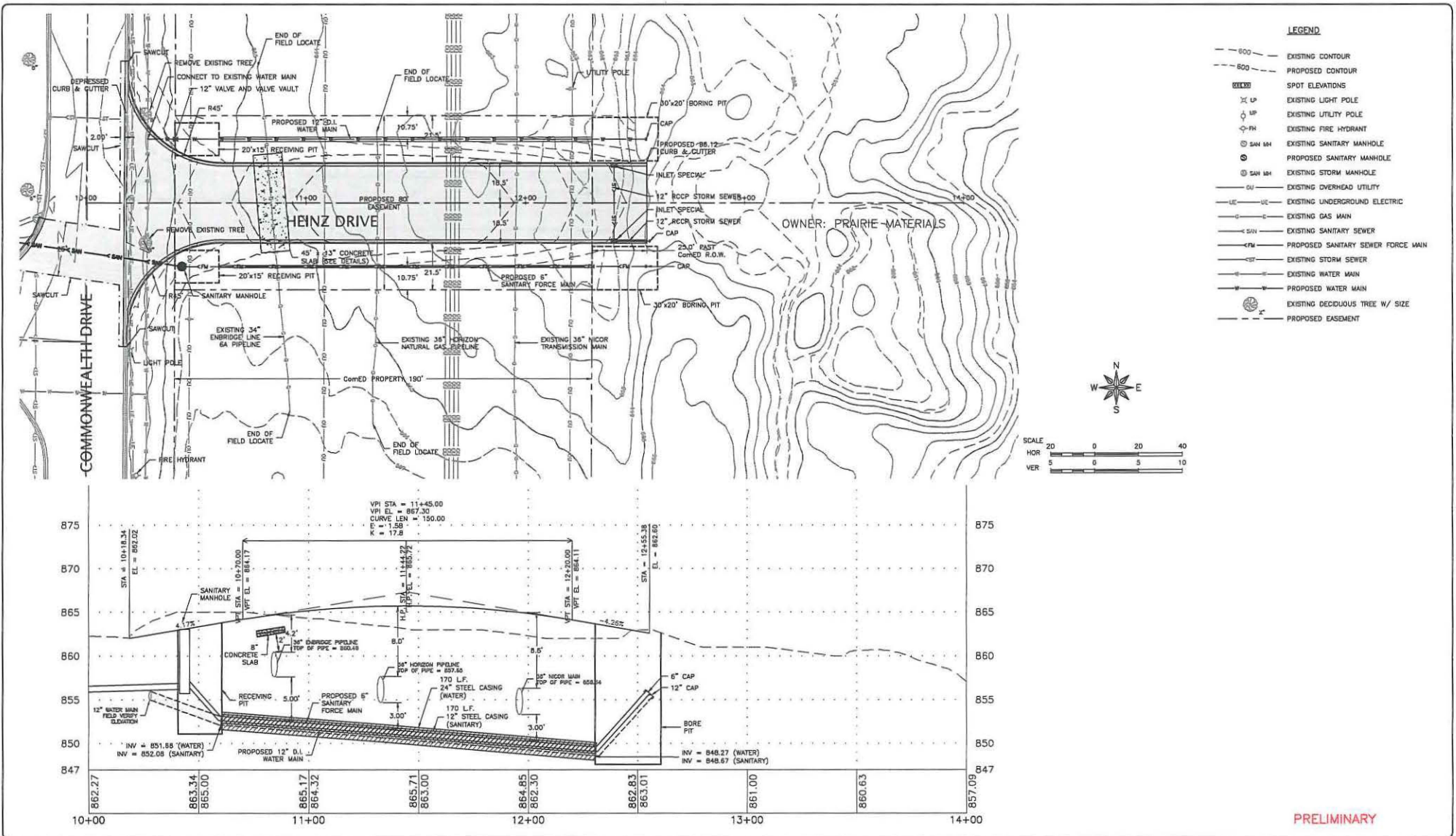
DRAWING:  
SITE PLAN

JOB NUMBER:  
13-1222

SHEET NUMBER:  
3 of 8

PLAT DATE: 3/2/15 © 2015 FEHR GRAHAM

**EXHIBIT C**



PRELIMINARY

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
VILLAGE OF EAST DUNDEE  
120 BARRINGTON AVE.  
EAST DUNDEE, IL 60118

PROJECT AND LOCATION:  
EXTENSION OF HEINZ DRIVE  
EAST DUNDEE, ILLINOIS

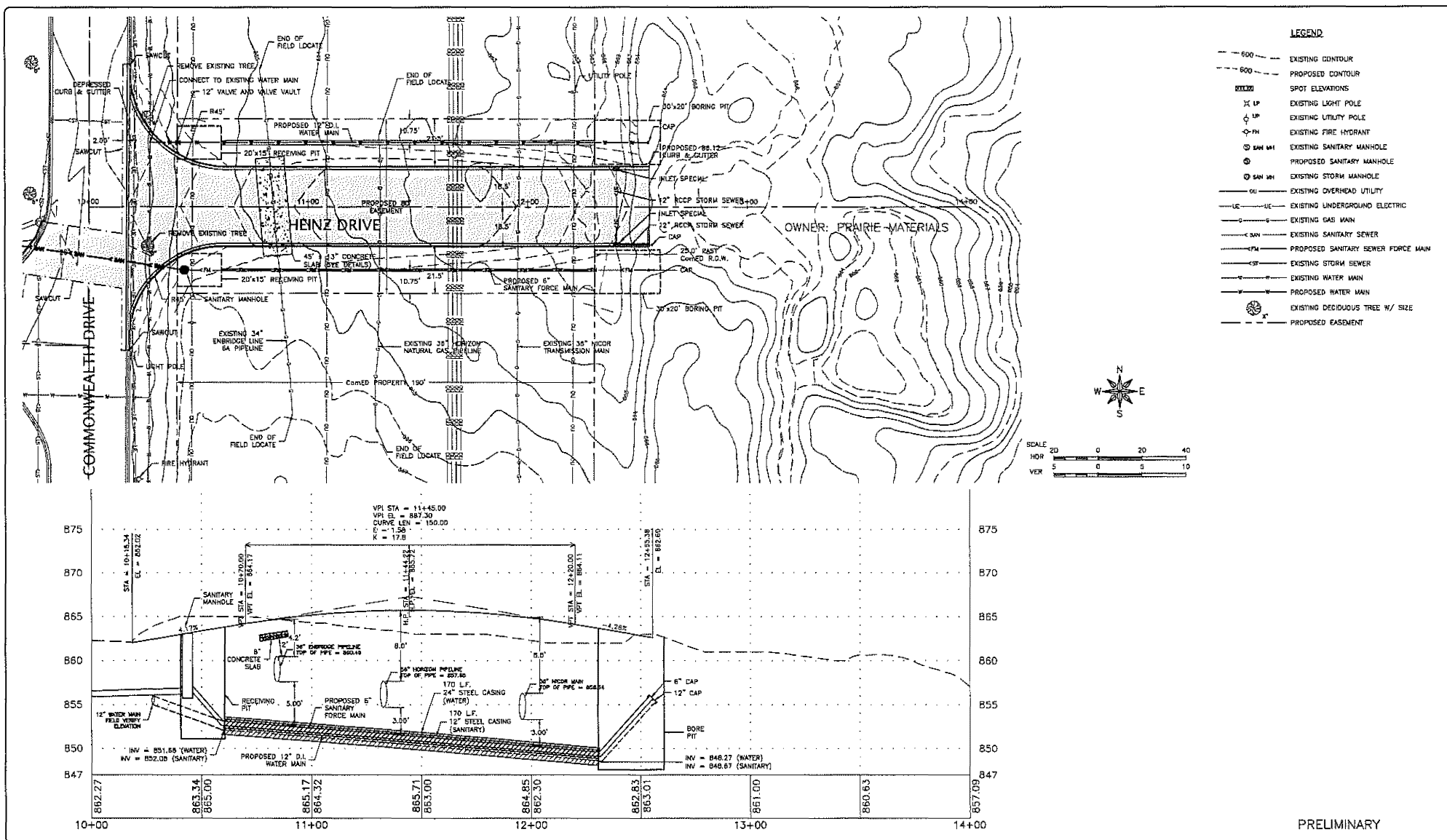
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DATE: 01/09/15  
SCALE: HOR 1"=20'  
VERT 1"=5'

REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	OWN MARK FIELD LOCATOR	10/27/14

DRAWING:  
PLAN AND PROFILE

JOB NUMBER:  
13-1222

SHEET NUMBER:  
4 of 8



**FEHR GRAHAM**

ENGINEERING & ENVIRONMENTAL

ILLINOIS DESIGN FIRM NO. 184-000000

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
VILLAGE OF EAST DUNDEE  
120 BARRINGTON AVE.  
EAST DUNDEE, IL 60118

PROJECT AND LOCATION:  
EXTENSION OF HEINZ DRIVE  
EAST DUNDEE, ILLINOIS

DRAWN BY: TL  
APPROVED BY: DT  
DATE: 01/09/15  
SCALE: HOR 1"=20'  
VERT 1"=5'

REVISIONS		
REV. NO.	DESCRIPTION	DATE
1	ONE MAN FIELD LOCATOR	10/02/14

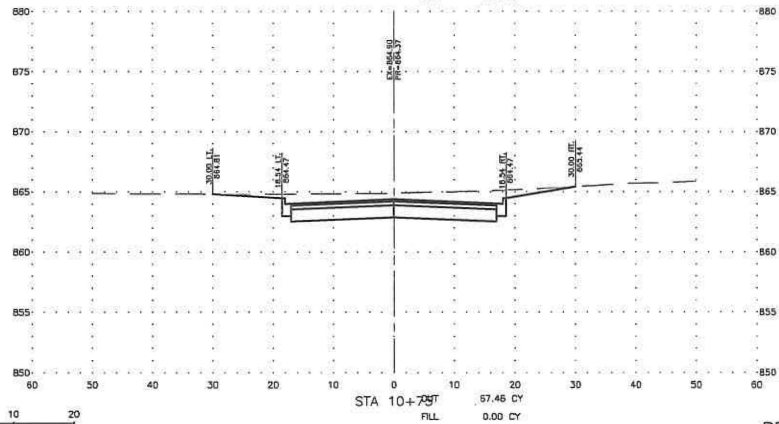
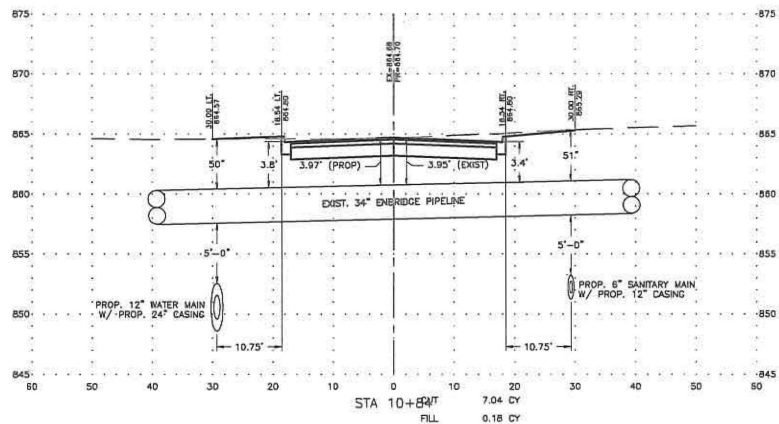
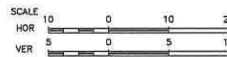
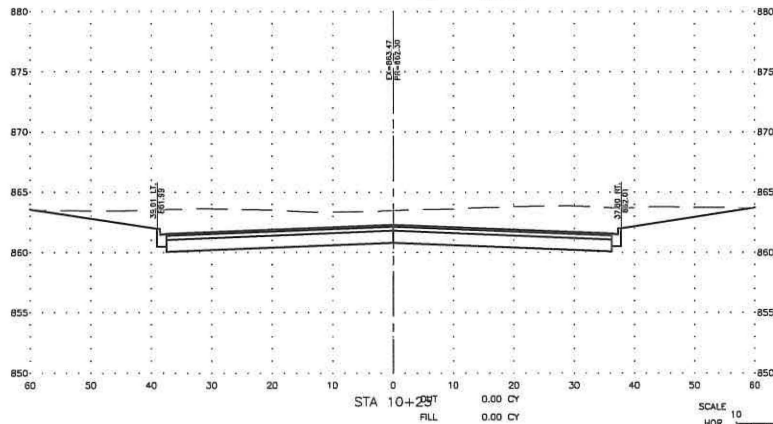
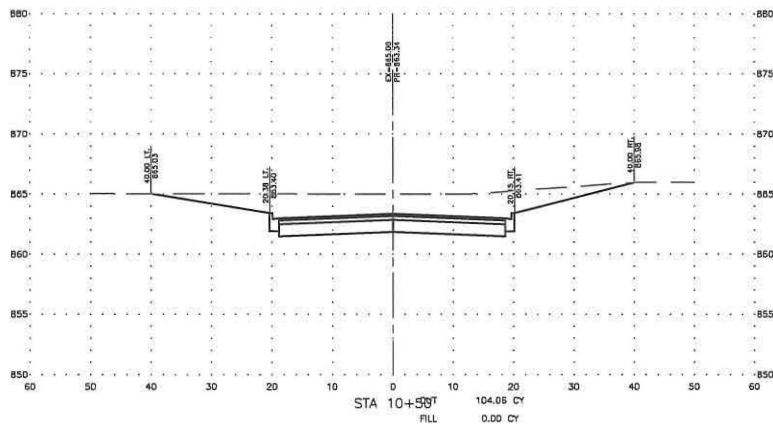
DRAWING:  
PLAN AND PROFILE

JOB NUMBER:  
13-1222  
SHEET NUMBER:  
4 of 8

EXHIBIT

C





PRELIMINARY

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
VILLAGE OF EAST DUNDEE  
120 BARRINGTON AVE.  
EAST DUNDEE, IL 60118

PROJECT AND LOCATION:  
EXTENSION OF HEINZ DRIVE  
EAST DUNDEE, ILLINOIS, ILLINOIS

DRAWN BY: TL  
APPROVED BY: DT  
DATE: 01/09/15  
SCALE: HOR  
VERT

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
CROSS SECTIONS

JOB NUMBER:  
13-1222

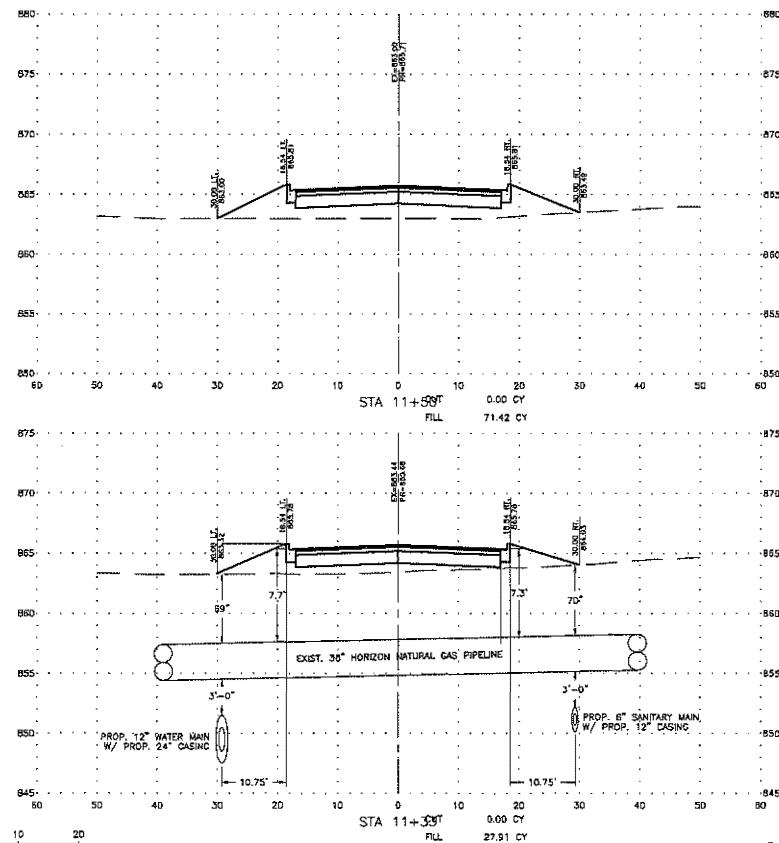
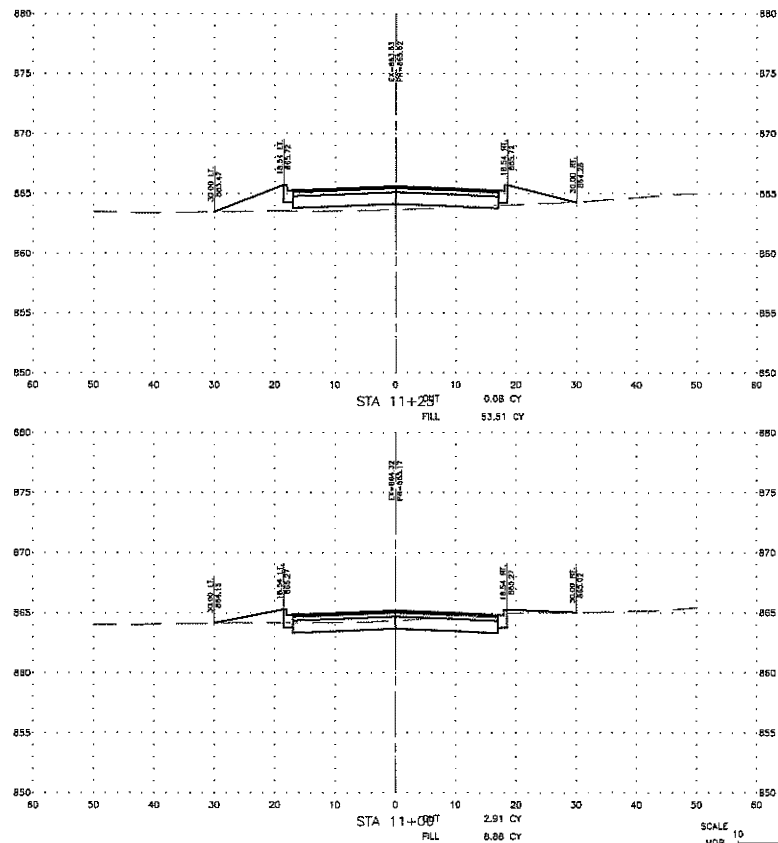
SHEET NUMBER:  
5 of 8

ILLINOIS 131-13-1222-13-1222-Designing Section Sheet - (1)

EXHIBIT C

EXHIBIT B

## EXHIBIT E



PRELIMINARY



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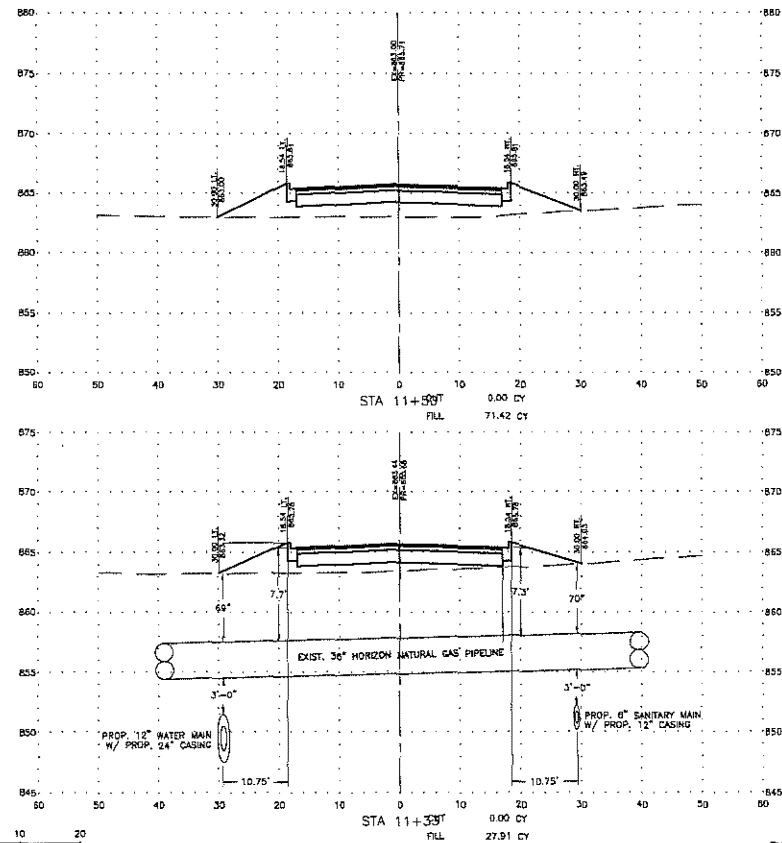
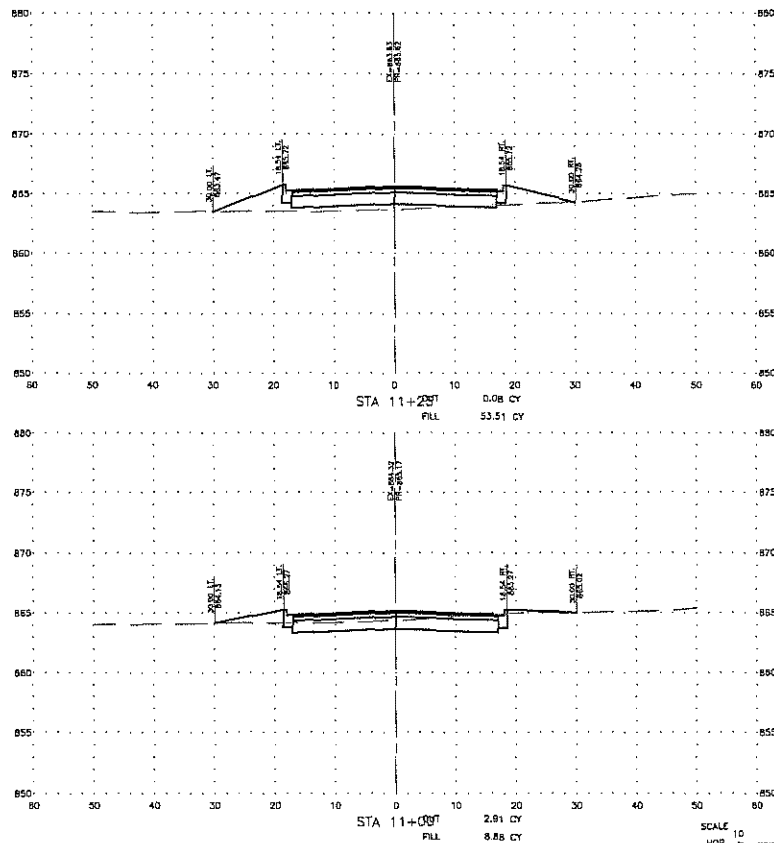
DRAWN BY: TL  
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DRAWING:  
CROSS SECTIONS

Job Number  
13-1222

SHEET NUMBER:  
6 of 8



PRELIMINARY

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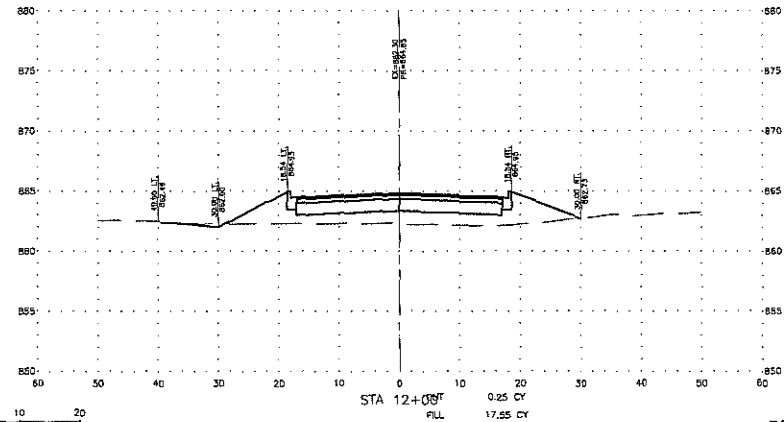
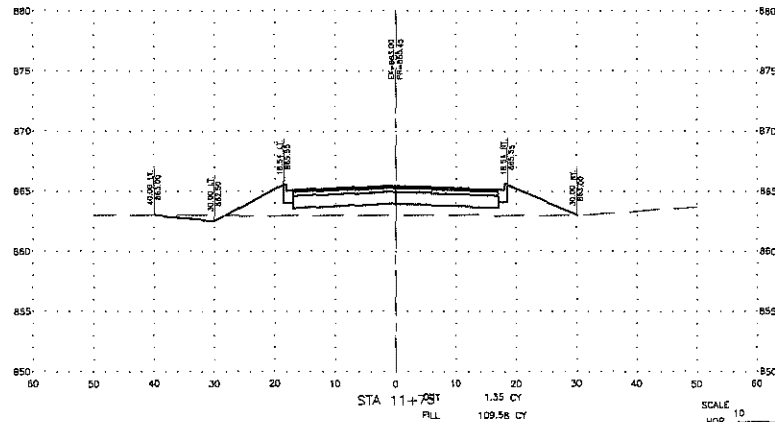
DRAWING:  
CROSS SECTIONS

JOB NUMBER:  
13-1222

SHEET NUMBER:  
6 of 8

EXHIBIT C





# EXHIBIT

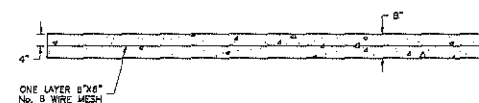
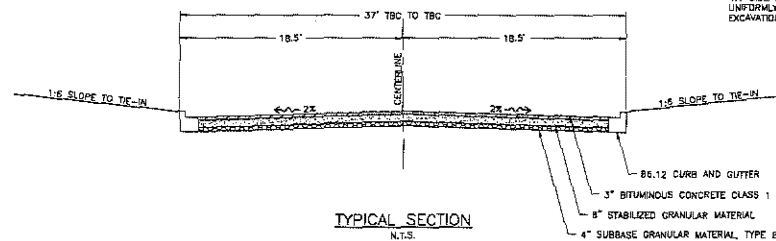
EXHIBIT A

EXHIBIT B

EXHIBIT C

# GENERAL NOTES

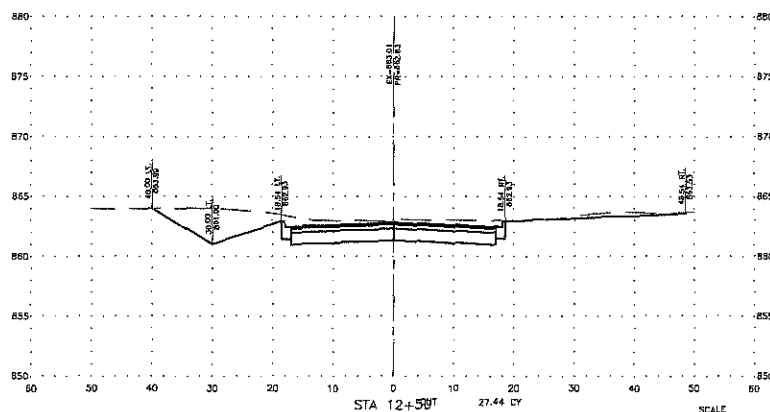
TRENCH EXCAVATION BELOW ALL ROADWAY SHALL BE USED AS ROAD FILL PRIOR TO IMPORTING FURNISHED FILL.  
4:1 SIDE SLOPES ALONG ROADWAYS MAY BE EXTENDED UNIFORMLY TO THE R.O.W. TO SPOIL EXCESS TOPSOIL EXCAVATION.



## NOTE:

1. CONCRETE SLAB SHALL BE CONSTRUCTED WITH 3,500 PSI CONCRETE.
2. SLAB DIMENSIONS INDICATED ON PLAN SHEETS.

## CONCRETE SLAB FOR EQUIPMENT CROSSING N.T.S.



SCALE  
HOR 1" = 10'  
VER 1" = 5'

PRELIMINARY

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EAST DUNDEE, ILLINOIS, ILLINOIS

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VERT

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING  
CROSS SECTIONS

SHEET NUMBER  
13--1222  
SHEET NUMBER  
8 of 8

TRENCH EXCAVATION BELOW ALL WORLD WAY SHALL BE USED AS ROAD FILL PRIOR TO IMPORTING FURNISHED FILL

4:1 SIDE SLOPES ALONG ROADWAYS MAY BE EXTENDED UNIFORMLY TO THE R.O.W. TO SPOIL EXCESS TOPSOIL EXCAVATION.

37" TBC TO TBC

18.5"

18.5"

CENTERLINE

1/8" SLOPE TO TIE-IN

1/8" SLOPE TO TIE-IN

6.12" CURB AND GUTTER

3" BITUMINOUS CONCRETE CLASS 1

8" STABILIZED GRANULAR MATERIAL

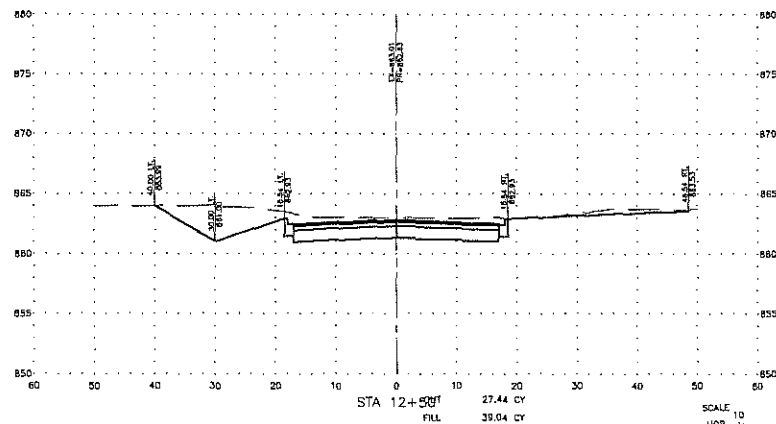
4" SUBBASE GRANULAR MATERIAL, TYPE B

TYPICAL SECTION

N.T.S.

NOTE:

1. CONCRETE SLAB SHALL BE CONSTRUCTED WITH 3,000 PSI CONCRETE.
2. SLAB DIMENSIONS INDICATED ON PLAN SHEETS.



SCALE  
HOR 10 0 10 20  
VER 5 0 5 10

PRELIMINARY

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**CROSS SECTIONS**

JOB NUMBER  
13-1222

SHEET NUMBER:  
8 of 8

# EXHIBIT C

## **EXHIBIT D TO GRANT FOR PUBLIC ROADWAY**

### **ADDITIONAL REQUIREMENTS - ROADWAY AND GRADED FACILITY**

1. Grantee shall provide finalized plans prior to construction.
2. Grantor shall provide a KMZ Google Earth file of the location of Grantee's Improvements.
3. Grantee shall provide copies of any required environmental permits and plans to Grantor's environmental department,
4. Grantor shall provide documentation of current property conditions prior to construction of the improvements (Phase 1, topographic maps, surveys and photographs.
5. Grantor shall not plant any vegetation.
6. Grantee or its contractor shall not be allowed a line outage between the months of May 15 and September 15.If Grantee determines a line outage at a minimum of a 16-weeks prior notification will be required.
7. Grantee or its contractor shall not leave construction equipment and materials on Grantor's property when there is no work activity.
8. Grantor shall contact Dave Holman a minimum of 48-hours prior to construction.
9. Grantee or its contractors shall not leave open and unprotected trenches overnight.
10. Grantor shall provide as builds, 30 days after construction is completed.
11. Grantee shall provide information as the following, SR3149234 - Heinz Drive.
12. Grantee shall provide Finalized plans for the development of this property to Grantors (environmental department Sara Race) SR 3149234.
13. Grantee is required to provide a KMZ file of the location of the newly installed roadway and utilities on Grantors property.
14. Grantee shall provide the Grading Plan to environmental department prior to Initiation of the project.
15. Grantee shall provide copies of any required environmental permits and plans to Grantor's environmental prior to the initiation of the project.

16. An SESC plan must be in place for any spoil piles and this SESC must be provided to Grantors environmental department. Any changes shall be provided to environmental department.
17. Grantee shall provide documentation of current property conditions to Grantor prior to construction (e.g. Phase I, topographic maps, surveys, photographs).