

RESOLUTION

WHEREAS, Butterfield Road (*County Highway 57*), is a designated route on the county highway system; and

WHEREAS, where Butterfield Road crosses the railroad of the Elgin, Joliet and Eastern Railway Company there apparently exists no easement from said railroad company to Lake County for said crossing; and

WHEREAS, Lake County and the Elgin, Joliet and Eastern Railway Company are desirous of entering into a grant of non-exclusive permanent easement from the Elgin, Joliet and Eastern Railway Company to Lake County, a draft copy of which is attached hereto.

NOW, THEREFORE BE IT RESOLVED BY this County Board of Lake County, Illinois, that the Chair of the County Board, the County Clerk, and the County Engineer are authorized and are hereby directed to execute on behalf of Lake County a grant of non-exclusive permanent easement from the Elgin, Joliet and Eastern Railway Company to Lake County. The County Engineer shall transmit in writing the final grant of non-exclusive permanent easement to be executed by the Chair of the Lake County Board and the County Clerk.

Dated at Waukegan, Illinois
this 10th day of July 2007

**GRANT OF NON-EXCLUSIVE
PERMANENT EASEMENT**

THIS INDENTURE WITNESSETH, That
ELGIN, JOLIET AND EASTERN
RAILWAY COMPANY, A Corporation
Duly organized and existing under the laws
of the State of Delaware, Grantor herein,
For and in consideration of the sum of Ten
and no/100 Dollars (\$10.00) and other
good and valuable Consideration, receipt
whereof is hereby Acknowledged, hereby
grants a non-exclusive Permanent
Easement to The County of Lake, a body
politic and corporate Grantee
Herein, its successor and assigns for the
sole purpose of roadway widening of
Butterfield Road at Railway right-of-way
in County of Lake, State of Illinois located on the parcel of land described as follows:

Above for Recording Use

The location of said parcel of land being shown on the Exhibit with legal description of said parcel, attached hereto and made a part hereof;

SEE LEGAL LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

Subject to all easements, licenses and agreements of record or not of record for the use, maintenance, and operation of water lines, gas mains, oil lines, cable television lines, electrical power and light distributing lines, sewer lines, and walkways, whether public or private, and the multi-use bicycle and pedestrian crossing as dedicated on Exhibit B, and as granted pursuant to I.C.C. Order No. _____, and any and all public easements.

Reserving, however, unto the Grantor, its successors and assigns all remaining right, title and interest in the above-described parcel of land including but not limited to; the perpetual right to install, maintain and operate over, under and across the surface of said parcel of land and all portions thereof such railroad tracks, telephone poles, gas lines and conduits, sewer lines and conduits, water lines and conduits, underground communication and electrical wires, fiber optic cables, walkways, and similar facilities and appurtenances thereto as it may desire.

Upon payment consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to the remaining property of the Grantor caused by the opening, improving and using the above-described premises for roadway widening purposes. This acknowledgement does not waive any claim for trespass or negligence against the Grantee or Grantee's agents, which may cause damage to the Grantor's remaining property.

Provided further, however, that if Grantee or its successors or assigns shall cease to use the Easement Parcel for the purposes described above, the easement interest hereby granted shall forthwith revert to Grantor.

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Further, Grantee shall not deposit, nor cause to be deposited hazardous materials upon the lands of Grantor. Grantee expressly agrees to be responsible for its contamination of the lands of the Grantor or any adjacent premises, and if Grantee contaminates premises, the Grantee shall be responsible to clean up, remediate and restore said premises to a condition that is in compliance with the applicable State and Federal Laws and regulations and all local ordinances.

Further, Grantee shall not erect, nor cause to be erected any building or other structure, not permit any vegetation to grow that will interfere with the Grant's sign lines necessary for safe operation by Grantor on its railway tracks.

IN WITNESS WHEREOF, the Grantor has affixed its hand, this _____ day of _____, 2007.

ELGIN, JOLIET AND EASTERN RAILWAY COMPANY

By: _____

D.M. Gevaudian

Title: General Manager-West Operations

COUNTY OF LAKE, ILLINOIS

By: _____

Print Name & Title: Suzi Schmidt, County Board Chairman

Attest: _____

Willard Helander, County Clerk

RECOMMENDED FOR EXECUTION:

Martin G. Buehler, P.E.
Director of Transportation/
County Engineer

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State personally appeared Suzi Schmidt, the County Board Chairman, and acknowledged the execution of the foregoing Grant on Non-Exclusive Permanent Easement on behalf of said Grantor, and who having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 200__.

Notary Public

My commission expires:

County of Residence:

Send Copy of Recorded Document to:

Elgin, Joliet and Eastern Railway Company
Asset Management Department
1141 Maple Road
Joliet, IL 60432

And Grantee's mailing address is:

Lake County Division of Transportation
600 West Winchester Road
Libertyville, IL 60048

EXHIBIT A

Owner: Elgin, Joliet and Eastern Railroad
Route: Butterfield Road
County: Lake
Parcel: 0001
Station
Index No. 11-32-300-058 / 11-32-300-059

Parcel 0001

That part of the southwest quarter of Section 32 in Township 44 North, Range 11 East of the Third Principal Meridian in Lake County, Illinois, described as follows:

Beginning at the intersection of the center line of State Aid Route 57 and the north line of the southwest quarter of Section 32 which intersection is 1105.4 feet east of the northwest corner of said quarter sections, thence southeasterly along said center line of State Aid Route 57, which center line forms an angle of 72 degrees 02 minutes measured from east to south with said north line to the northerly right of way line of the Elgin, Joliet and Eastern Railway, for the Point of Beginning; thence northeasterly along a non-tangent curve concave to the northwest having a radius of 2807.93, a Chord Bearing of North 68 degrees 32 minutes 32 seconds East, said curve also being the northerly line of the Elgin, Joliet and Eastern Railway, a distance of 60.11 feet; thence South 17 degrees 58 minutes 00 seconds East, a distance of 100.25 feet to the southerly line of the Elgin, Joliet and Eastern Railway, said southerly line being a non-tangent curve concave to the northwest having a radius of 2907.93, a Chord Bearing of South 69 degrees 03 minutes 25 seconds West; thence westerly along said curve a distance of 100.14 feet; thence North 17 degrees 58 minutes 00 seconds West, a distance of 100.06 feet to the northerly line of said Elgin, Joliet and Eastern Railway; thence along said northerly line being a non-tangent curve concave to the northwest having a radius of 2807.93, a Chord Bearing of North 69 degrees 33 minutes 51 seconds East, a distance of 40.04 feet to the Point of Beginning.

