

Sec. 12	T 39 N	R 07 E 3 RD PM
Blackberry Twp.		Kane County
WO 135366		Pcl 1 -38R
PIN#11-12-126-001		

GRANT OF EASEMENT TO NICOR GAS COMPANY

That BOARD OF EDUCATION OF GENEVA COMMUNITY UNITY SCHOOL DISTRICT NO. 304, their successors, assigns, heirs, administrators and executors (hereinafter collectively referred to as "Grantor"), in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations, in hand paid by NORTHERN ILLINOIS GAS COMPANY, an Illinois corporation, doing business as NICOR GAS COMPANY (hereinafter "Grantee"), (the sufficiency thereof and receipt of which is hereby acknowledged) does hereby give and grant unto said NICOR GAS COMPANY, its successors and assigns, a perpetual, non-exclusive easement and right-of-way for the purpose of laying, maintaining, operating, renewing, replacing and removing gas mains and any necessary facilities appurtenant thereto, in, upon, under, along and across the following described property, situated in KANE COUNTY, ILLINOIS

The South 15 feet in equal width and parallel to the centerline of Keslinger Road, of the North 80 feet of the following described property:

That part of the East Half of the Northeast ¼ of the Northwest ¼ of Section 12, Township 39 North, Range 7 East of the Third Principal Meridian described as follows: beginning at the point of intersection of the West line of said East Half with the center line of Keslinger Road; thence Easterly along said center line 624.05 feet; thence Southerly at right angles to said center line 779.60 feet; thence Westerly parallel with said center line 162.34 feet; thence Westerly along a line forming an angle of 187 degrees 25 minutes with the last described course (measured counter-clockwise therefrom) 95.23 feet; thence Southwesterly along a line forming an angle of 189 degrees 21 minutes 35 seconds with the last described course (measured counter-clockwise therefrom) 92.41 feet; thence Southwesterly along a line forming an angle of 183 degrees 22 minutes 52 seconds with the last described course (measured counter-clockwise therefrom) 160.22 feet; thence Westerly along a line forming an angle of 164 degrees 39 minutes 52 seconds with the last described course measured counter-clockwise therefrom) 140.20 feet to the West line of said East half; thence Northerly along said West line forming an angle of 84 degrees 26 minutes 47 seconds with the last described course (measured counter-clockwise therefrom) 885.63 feet to the point of beginning, in Blackberry Township, Kane County, Illinois, together with reasonable right of access thereto, ingress and egress thereon for said purposes.

The Grantor represents and warrants to the Grantee that the Grantor is the true and lawful owner of the Property described herein and has full right and power to grant and convey the rights conveyed herein.

Grantor reserves the right to use the easement property in any manner not inconsistent with the rights granted herein, provided, however, that Grantor shall not build, construct, erect or place, or permit others to build, construct, erect or place, any buildings or public roads over the easement property without the prior written consent of Grantee.

Grantee shall restore all that portion of Grantor's property damaged and/or disturbed by Grantee during the original installation of Grantee's facilities on the Easement Premises and during any subsequent, maintenance, repair, replacement or removal of Grantee's Facilities on the Easement Premises to a condition as good as, or better than, that which existed immediately prior to Grantee entering Grantor's property for such purposes. Regarding such restoration, Grantor acknowledges that property restoration is dependent upon weather; therefore, weather permitting Grantee agrees that it shall perform all such restoration in a timely manner.

Whenever practicable, Grantee shall install the proposed gas main using the "directional bore" method, however if Grantee determines that it is necessary, Grantee may install the gas main using the "open trench" method. When using the open trench method to install gas main in a cultivated area, Grantee will attempt to first remove and separate topsoil from the trench and then, during backfill, replace the subsoil first and the topsoil last.

The Grantee agrees to indemnify, defend and hold Grantor, its officers, directors, employees and tenants harmless from and against all liability, claims, damages, losses and reasonable expenses arising out of or resulting from the Easement Agreement, except that in no event shall Grantee be responsible or indemnify, defend or hold harmless for any special or consequential damages.

By recording this Grant of Easement, Grantee acknowledges its acceptance hereof and its obligations hereunder and agrees to be bound by the terms hereof.

IN WITNESS WHEREOF, the Grantor(s) has/have hereunto set his/her/their hand(s) and seal(s) this _____ day of _____, A.D., 2017.

BOARD OF EDUCATION OF
GENEVA COMMUNITY UNIT
SCHOOL DISTRICT NO. 304

ATTEST OR WITNESS

(signature)

(signature)

(print name)

(print name)

(title)

(title)

This document prepared by and
is to be returned to:

Property address:

Nicor Gas Company (agm)
Land Services Department / 6 East
P.O. Box 190
Aurora, Illinois 60507-9970

00n900 Brundidge Drive
Geneva, IL 60134

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, _____, a Notary Public in and for said
County and State and residing in the County of _____, do hereby
certify _____ that

_____,
personally known to me to be the same person(s) whose name(s) is/are subscribed to
the foregoing instrument, appeared before me this day in person and acknowledged
that he/she/they signed, sealed and delivered said instrument as his/her/their free and
voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____,
A.D., 20__.

Notary:

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF)

I, _____, a Notary Public in and for said County and State and residing in the County of _____, do hereby certify that _____, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, A.D., 20__.

Notary:

My Commission Expires:
