

MAP ATTACHED

FILED FOR RECORD
KANE COUNTY, ILL.

THIS DOCUMENT WAS PREPARED
BY AND AFTER RECORDING
SHOULD BE SENT TO:

2002K121006

2002 SEP 30 PM 2:45

Henry S. Stillwell III
Rathje & Woodward
300 E. Roosevelt Road
Wheaton, IL 60187

For Recorder's Use Only

Sandy Wegman
RECORDER

*Send to:
DETENTION CUSTOM HOMES
311 HANCOCK AVENUE
ST CHARLES IL, 60174*

*302
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COPY

GRANT OF DRAINAGE AND CONSERVATION EASEMENT

27th THIS GRANT OF DRAINAGE AND CONSERVATION EASEMENT is made and declared as of the day of September, 2002 by these owners HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated May 1, 2002, and known as Trust Number HTS5034, and SOUTH HAMPTON HOMES INC., an Illinois Corporation (hereinafter collectively "Grantors"):

A permanent non-exclusive easement for the protection of unique areas such as, but not limited to, wetlands, fens, marshes, rivers, streams, creeks, ponds, lakes, woods and prairies over and upon these areas of land designated as the "Drainage and Detention Easement" on the Final Plat of Subdivision for Burr Hill Club, Unit A, recorded with the Kane County Recorder of Deeds on June 26, 2002 as Document NO. #2002 K 079897, as shown on Exhibit "A" attached hereto and by this reference made a part hereof, is hereby granted to the County of Kane, and to its successors and assigns for the following purposes:

- A. To accept and conduct surface water discharges from adjacent upstream property;
- B. To maintain said land in its natural, scenic and open condition; and
- C. To enter said land at all reasonable times for the purpose of inspecting said land to determine if the

Grantors, or its heirs or assigns, is complying with the covenants and purpose of this grant.

In furtherance of the foregoing affirmative rights, the Grantors makes the following covenants on behalf of itself, its heirs and assigns, which covenants shall run with said land in perpetuity:

- A. There shall be no dredged or fill material placed upon said land;
- B. There shall be no fences, buildings or structures, including signs, constructed upon said land;
- C. There shall be no mowing, removal or destruction of trees and plants on said land, except for the maintenance of the conservation easement in accordance with the design intent of the final improvement and landscape plans approved by Kane County;
- D. There shall be no plowing of said land nor shall there be any mining, removal of topsoil, sand, rock, gravel, minerals or other material from said land;
- E. There shall be no grazing or keeping of livestock or domestic animals of any kind on said land;
- F. There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles on said land, except for (i) the crossing of easement areas by men and construction vehicles of the Grantors and its contractors the during development of the adjacent lands owned or controlled by the Grantors, its successors, Grantees and assigns, and (ii) the installation of utilities from time to time thereon or therein.

The foregoing covenants and restrictions to the contrary notwithstanding, the Grantors expressly reserves for itself and its successors and assigns the right and authority to enter upon all areas subjected to this Drainage and Conservation Easement and to thereupon effectuate channel excavation, recontouring and restoration of the easement premises as from time required pursuant to final improvement and landscape plans approved by the

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County of Kane pertaining to the development of any of Grantors land. Said "Drainage and Conservation Easement" may be changed, modified or abrogated only upon written approval of said County of Kane. Except as expressly limited herein, the Grantors reserves for itself, its heirs and assigns, all rights as owner of sold land, including the right of said land for all purposes not inconsistent with this grant.

This Drainage and Conservation Easement is subject to the conditions common to all easements as contained in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the Grantors has executed this Easement as of the day and year first above written.

Subject to Exculpatory Rider Attached

GRANTORS:

HARRIS TRUST AND SAVINGS BANK,
as Trustee under Trust Agreement dated May 1, 2002,
and known as Trust Number HTS5034.

By: [Signature]
(Print Name) Cheryl Fair
Title: Vice Pres. & Sr. Trust Officer

SOUTH HAMPTON HOMES INC.
an Illinois Corporation.

By: [Signature]
(Print Name) Greg Nutt
Title: Pres

ATTEST:

By: [Signature]
(Print Name) Gregory Blasucci
Title Investment Officer & Assoc. Portfolio Mgr.

ATTEST:

By: [Signature]
(Print Name) Greg Nutt
Title SPO

County Engineer Certificate

STATE OF ILLINOIS)
COUNTY OF KANE)

Accepted and approved this 27th day of SEPTEMBER, 2002.

[Signature]
County Engineer

Plat Officer Certificate

STATE OF ILLINOIS)
COUNTY OF KANE)

Accepted and approved this 27th day of Sept., 2002.

[Signature]
Plat Officer

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EXCULPATORY RIDER

This instrument is executed by the Harris Trust and Savings Bank as Trustee under the provisions of a Trust Agreement dated May 1, 2002, and known as Trust no. HTS-5034, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Trust and Savings Bank warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Trust and Savings Bank in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

