

2002K113377

2002 SEP 13 AM 10:00

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

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

Sandy Weyman
RECORDER

MAP ATTACHED

(Above space reserved for Recorder's Office)

GRANT OF A PUBLIC UTILITY EASEMENT

THIS GRANT OF A PUBLIC UTILITY EASEMENT ("Easement") is made and declared as of the ___ day of September, 2002 by HARRIS TRUST AND SAVINGS BANK, as Trustee under Trust Agreement dated May 1, 2002, and known as Trust Number HTS5034 as the owner of Lot 47 in Burr Hill Club, Unit A, and SOUTH HAMPTON HOMES INC., an Illinois Corporation, as the owner of Lot 48 in Burr Hill Club, Unit A (hereinafter collectively "Grantors"):

A. Grantors are the owners of Lots 47 and 48 within the subdivision commonly known as the Burr Hill Club, Unit A as platted and marked on the Final Plat of Subdivision, 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. Furthermore, Grantors are agreeable to granting a permanent non-exclusive utility easement for the benefit of Lots 46, 47, 48 and 49 platted and marked on the Final Plat of Subdivision contained in Exhibit "A" and all future owners, mortgagees, tenants and occupants of said Lots or any part thereof.

B. A permanent non-exclusive easement is hereby granted to the County of Kane (hereinafter "The Grantee"), and to all public utility and other companies of any kind operating under franchise granting them rights from the Grantee, including, but not limited to the following companies: Illinois Bell Telephone Company, Commonwealth Edison Company, and Northern Illinois Gas Company and to their successors and assigns for the benefit of Lots 46, 47, 48 and 49 platted and marked on the Final Plat of Subdivision contained in Exhibit "A" and all future owners, mortgagees, tenants and occupants of said Lots in, upon, across, over, under and through the areas of Lots 47 and 48 as legally described in Exhibit "B", or where otherwise noted in the above legend for the purpose of installing constructing, inspecting, operating replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining electrical, cable television, communication, gas, telephone or other utility lines and appurtenances, and such other installations and service connections as may be required to furnish public utility services to adjacent areas, and such appurtenances additions thereto as the Grantee may deem necessary, together with the right of access across the Real Estate Platted hereon for the necessary personnel and equipment to do any or all of the above work. No permanent buildings or trees shall be placed on said easements but the premises may be used for gardens, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses and rights. Fences shall not be erected upon said easements in any way which will restrict the uses herein granted except where specifically permitted by written authority of the Grantee. The right is also hereby granted to the Grantee to cut down, trim or remove any trees, fences, shrubs, or other plants that interfere with the operation of or access to said utility installation in, on, upon, across, under or through said easements, The Grantee and or Commonwealth Edison Company shall not be responsible for replacement of any such improvements fences, gardens, shrubs or landscaping removed during exercise of the herein given rights. Replacement of items so removed shall be the responsibility of the then lot owner.

BURRHILLCUB

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Return to: DEZARD CUSTOM HOMES
311 W. Main St. Wheaton, IL 60187

(6)

9/20/02

2002

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

GRANTORS:
Lot 47 Subject to Exculpatory Rider Attached

Lot 48

HARRIS TRUST AND SAVINGS BANK,

SOUTH HAMPTON HOMES

as Trustee under Trust Agreement dated May 1, 2002,
and known as Trust Number HTS5034.

INC.
an Illinois Corporation.

By: [Signature]
(Print Name) Cheryl Fair

By: [Signature]
(Print Name) Fred Nutt

Title: Vice President & Sr. Trust Officer

Title: Pres

ATTEST:

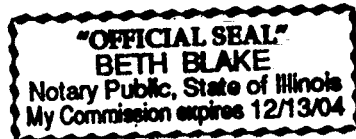
ATTEST:

By: [Signature]
(Print Name) Gregory Blasucci

By: [Signature]
(Print Name) Beth Blake

Title Investment Officer/
Associate Portfolio Mgr.

Title loan operations



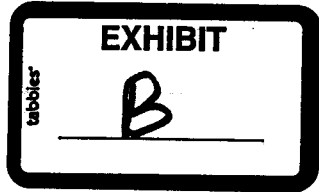
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EXCULPATORY RIDER

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.

FJM Land Surveying

5 N 210 Meadow Dr. (630) 587-8060
St. Charles, IL 60175 FAX 587-8061



LEGAL DESCRIPTIONS FOR EASEMENTS OVER LOTS 47 AND 48 BURR HILL CLUB UNIT A.

THAT PART OF LOT 48 IN BURR HILL CLUB UNIT A, BEING A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF KANE COUNTY ON JUNE 26, 2002, AS DOCUMENT NO. 2002K079897, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 49 OF SAID BURR HILL CLUB UNIT A; THENCE SOUTH 38 DEGREES 41 MINUTES 47 SECONDS WEST, ALONG THE NORTHWESTERLY LINE, EXTENDED SOUTHWESTERLY, OF SAID LOT 49, A DISTANCE OF 15.00 FEET TO THE SOUTHERWESTERLY LINE OF LOT 48; THENCE NORTH 51 DEGREES 18 MINUTES 13 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 48, A DISTANCE OF 10.00 FEET; THENCE NORTH 38 DEGREES 41 MINUTES 47 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 51 DEGREES 18 MINUTES 13 SECONDS EAST, A DISTANCE OF 10.00 FEET TO THE PLACE OF BEGINNING, BEING SITUATED IN CAMPTON AND ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

THAT PART OF LOT 47 IN BURR HILL CLUB UNIT A, BEING A SUBDIVISION OF PART OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF KANE COUNTY ON JUNE 26, 2002, AS DOCUMENT NO. 2002K079897, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 46 OF SAID BURR HILL CLUB UNIT A; THENCE NORTH 51 DEGREES 18 MINUTES 13 SECONDS WEST, ALONG THE NORTHEASTERLY LINE, EXTENDED NORTHWESTERLY, OF SAID LOT 46, A DISTANCE OF 10.00 FEET; THENCE NORTH 38 DEGREES 41 MINUTES 47 SECONDS EAST, A DISTANCE OF 15.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 47; THENCE SOUTH 51 DEGREES 18 MINUTES 13 SECONDS EAST, ALONG SAID NORTHEREASTERLY LINE, A DISTANCE OF 10.00 FEET; THENCE SOUTH 38 DEGREES 41 MINUTES 47 SECONDS WEST, A DISTANCE OF 15.00 FEET TO THE PLACE OF BEGINNING, BEING SITUATED IN CAMPTON AND ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS.

St. Charles Chamber of Commerce Member
Active Member Illinois Professional Land Surveyors Association

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