

EASEMENT NO. DACA27-2-99-027

DEPARTMENT OF THE ARMY
EASEMENT FOR ROAD OR STREET
LOCATED ON
JOLIET OUTDOOR TRAINING AREA

BASELINE ROAD/DRUMMOND ROAD
JOLIET, WILL COUNTY, ILLINOIS

15712025
None

THE SECRETARY OF THE ARMY, hereinafter referred to as grantor, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to the WILL COUNTY DEPARTMENT OF HIGHWAYS, STATE OF ILLINOIS, hereinafter referred to as the grantee, an easement for Baseline Road, and Drummond Road hereinafter referred to as the facilities, over, across, in and upon the lands of the United States as identified and fully described in Exhibits "A" and "B", attached hereto and made a part hereof, hereinafter referred to as the premises.

The easement hereby granted shall include the following additional rights, benefits and privileges:

1. Vehicular and pedestrian ingress and egress by and for the general public over, across, in and upon the premises; and

2. The construction, reconstruction, repair, maintenance, replacement, use and operation of any now existing or hereafter emplaced roads and road beds, traffic control devices, traffic control markings and signs, curbs, gutters, sidewalks, bridges, light fixtures and poles and electrical service thereto, culverts, swales, drainage facilities, detention and retention basins, and any other improvements, fixtures and systems incidental to the use of the premises as a public right-of-way and thoroughfare (all of the foregoing being a part of the "facilities" herein).

THIS EASEMENT is granted subject to the following conditions.

1. TERM

This easement is hereby granted in perpetuity.

MARY ANN STUKEL

12P

Will County Recorder
Will County

R 2000086266

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Lrk Date 08/13/2008 Time 11:24:59

Recording Fees: 43.00

1712

2. CONSIDERATION

The consideration for these easements shall be the construction, operation and maintenance of the roads for the benefit of the United States in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to Will County Department of Highways, Attn: Sheldon C. Latz, PE PLS, County Engineer, 16841 W. Laraway Road, Joliet, Illinois 60433, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Post Office Box 59, Louisville, Kentucky 40201-0059; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary," "District Engineer," "Installation Commander," or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees, successors and their duly authorized representatives.

5. SUPERVISION BY THE INSTALLATION COMMANDER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Installation Commander, hereinafter referred to as said officer, which consent shall not be unreasonably withheld, delayed, conditioned or denied. Within a reasonable period after the completion of any of the above activities, the grantee shall restore the premises to the reasonable satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time; provided that, except in cases of national emergency or other military requirements, such rules and regulations prescribed by such officer shall not prohibit or

unreasonably impede the use of the premises as a public right-of-way and thoroughfare.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and, within a reasonable time, repair any defects found by such inspection or when reasonably required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property of the United States located on the premises against fire or damage from any and all other causes within the reasonable control of grantee. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition reasonably satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition reasonably satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government work, to make inspections, to remove timber or other material, except property of the grantee, and/or to make any other

use of the lands as may be necessary in connection with government purposes.

11. RIGHT TO CONNECT

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee and by the public of the right-of-way herein granted.

12. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on SUPERVISION BY THE INSTALLATION COMMANDER and RIGHT TO ENTER above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

13. TERMINATION

All or any part of this easement may be revoked by the Secretary for failure of the grantee to comply with the terms of this easement grant, or for non-use for a period of two (2) years, or for abandonment; provided that, prior to effecting any such revocation:

A. The Secretary shall first give the grantee written notice of the basis for such intended revocation as set forth above, and the particular terms of this easement concerning which the grantee is not in compliance; and,

B. The grantee shall have the right during the "Cure Period" (hereinafter defined) to cure any violations of or deficiencies under this easement, or cure any failure to comply with the terms of this easement, or to cease the non-use or abandonment of this easement, and otherwise to come into compliance with this easement grant.

The "Cure Period" shall be such period of time as is reasonably necessary to commence and complete all curative actions under paragraph B. of this Section 13, provided further that the "Cure

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Period" shall not be less than 30 days after receipt by grantee of the written notice from the Secretary pursuant to paragraph A. of this Section 13. If such curative actions are commenced and completed within the Cure Period, then the Secretary shall not revoke all or any part of this easement.

14. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner reasonably satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as reasonably directed by said officer.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. The grantee shall comply with such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

16. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed, which clearance shall not be unreasonably withheld, delayed, conditioned or denied. Said officer may permit the removal or disturbance of any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity, to the extent permitted by law.

17. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

18. RESTORATION

Upon the revocation of this easement pursuant to Section 13 hereof, the grantee shall, without expense to the United States, and within such time as said officer may reasonably indicate, remove said facilities and restore the premises to the reasonable satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

19. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned; and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which

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 may be required by Federal, state or local statute in connection
 with use of the premises.

20. TRANSFERS AND ASSIGNMENTS

The initial grantee hereunder may transfer, convey or assign all or any part of the easements, rights, privileges and benefits granted hereunder to: (i) the State of Illinois, any department, agency or political subdivision thereof, or any unit of local government (each of the foregoing being a "Governmental Party"), or (ii) with the prior written consent of the Secretary (which consent shall not be unreasonably withheld or denied), to a party which is not a Governmental Party. If a transferee, recipient or assignee assumes the obligations incumbent upon grantee hereunder which pertain to the specific easements, rights, privileges or benefits so assigned, then the party so transferring, conveying or assigning shall be relieved of any further obligations as pertain to the matters so assigned or transferred, and the transferee or assignee shall be deemed the grantee hereunder for such purposes.

The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

*PIN # 10 23 100 002
 address - vacant land Elmwood
 Drummond & Hoff*

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IN WITNESS WHEREOF, the GRANTOR has caused this Easement to be executed in its name by the Deputy Assistant Secretary of the Army (I&H), and the Seal of the Department of the Army to be hereunto affixed, this 24 day of August, 2000.

UNITED STATES OF AMERICA

Paul W. Johnson
 Paul W. Johnson
 Deputy Assistant Secretary of the Army (I&H)

Signed sealed and delivered
 In the presence of:

Witness Marianne D. Scaggs

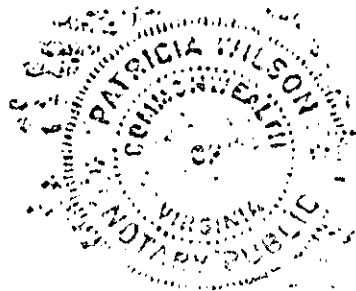
Witness Mark C. Jones Jr

COMMONWEALTH OF VIRGINIA)
)SS
 COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 30 day of Nov, 2000, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Paul W. Johnson, Deputy Assistant Secretary of the Army (I&H), whose name is signed to the foregoing instrument and acknowledged the foregoing instrument to be his free act and deed, dated this 24 day of August, 2000, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Patricia Wilson
 Notary Public

My commission expires 30 Nov 2000



APPROVAL AND ACCEPTANCE

On this 3rd day of August, 2000, Will County Department of Highways, acting as the Agent of the State of Illinois for the purpose of execution of this easement, to this real estate, does hereby accept and approve this easement and does hereby agree to all of the terms and conditions set forth therein.

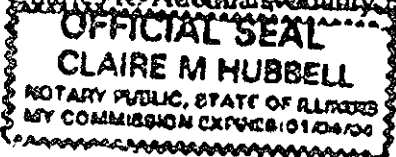
IN TESTIMONY WHEREOF, witness the signature of the Grantee, acting by and through Mr. Charles R. Adelman, County Executive, this 3rd day of August, 2000.

WILL COUNTY DEPARTMENT OF HIGHWAYS

Charles R. Adelman
Charles R. Adelman
County Executive

STATE OF ILLINOIS)
)SS
COUNTY OF Will)

The foregoing easement was acknowledged before me this 3rd day of Aug, 2000, by ~~Charles R. Adelman, County Executive~~, Will County Department of Highways.



Claire M. Hubbell
Notary Public, State of Illinois

My commission expires 1-4-04

ATTEST:
Jan Gould
Jan Gould
County Clerk

Prepared by:

Mr. Charles E. Woods
Attorney Advisor
Real Estate Division
Louisville District
U.S. Army Corps of Engineers
600 Martin Luther King Jr. Place
Louisville, Kentucky 40201-0059

After Recording Mail To:

Kevin P Breslin
Katz Randall Weinberg & Richmond
313 W Wacker Drive, Suite 1800
Chicago, Illinois 60606

PLAT OF SURVEY

MARY ANN STUKEL

12P

Will County Recorder
Will County

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LAX Date 03/11/2000

Time 11:24:58

Recording Fees: _____

43.00

RIGHT-OF-WAY DESCRIPTION

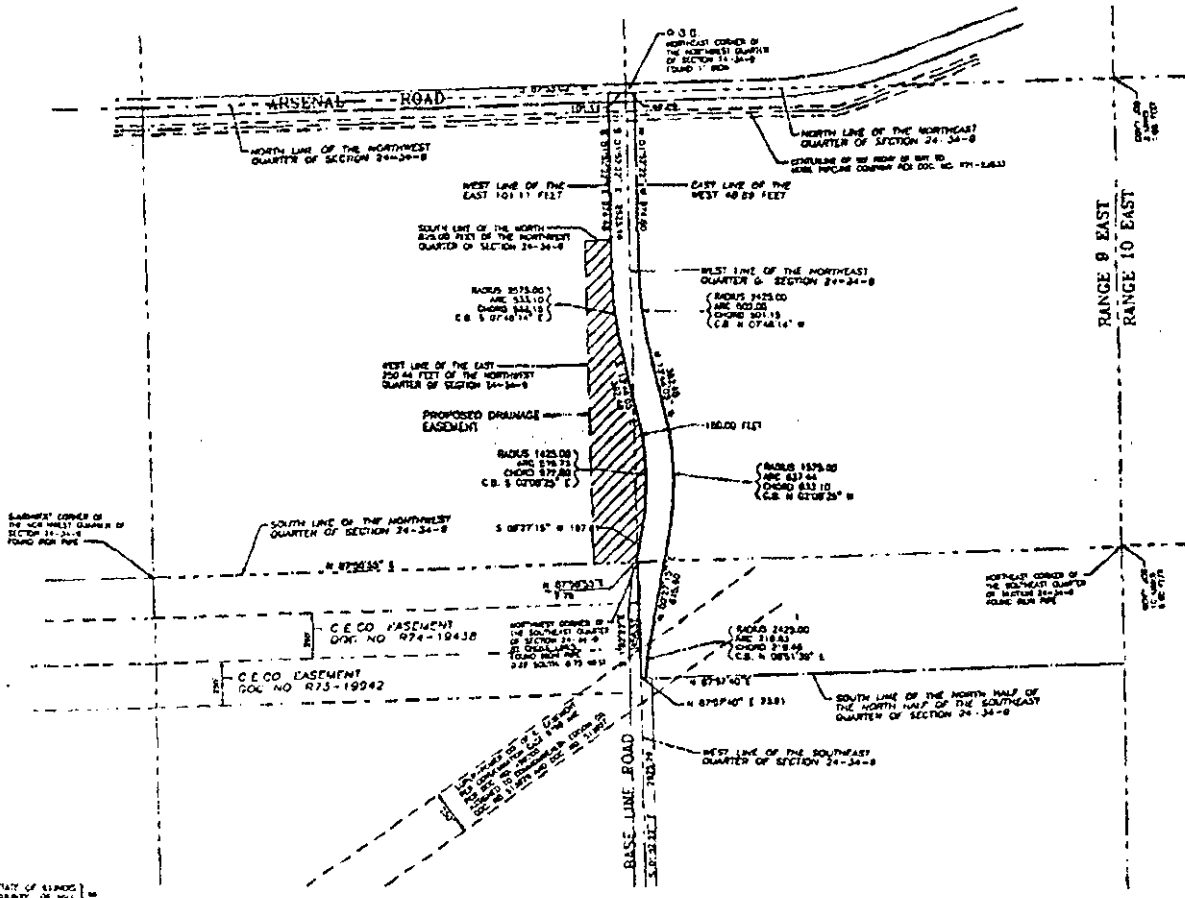
THAT PART OF SECTION 24, 4 TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 87 DEGREES 53 MINUTES 02 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 101.11 FEET; THENCE SOUTH 01 DEGREES 52 MINUTES 22 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER 874.48 FEET TO THE START OF A CURVE CONVEX WESTERLY HAVING A RADIUS OF 2575.00 FEET; THENCE SOUTHERLY 533.10 FEET ALONG SAID CURVE; THE CHORD OF WHICH BEARS SOUTH 07 DEGREES 48 MINUTES 14 SECONDS EAST 532.15 FEET; THENCE SOUTH 13 DEGREES 44 MINUTES 05 SECONDS EAST 302.48 FEET TO THE START OF A CURVE CONVEX EASTERLY HAVING A RADIUS OF 1425.00 FEET; THENCE SOUTHERLY 376.73 FEET ALONG SAID CURVE; THE CHORD OF WHICH BEARS SOUTH 09 DEGREES 08 MINUTES 29 SECONDS EAST 377.80 FEET; THENCE SOUTH 09 DEGREES 27 MINUTES 18 SECONDS WEST 197.61 FEET TO THE SOUTH LINE OF THE AFORESAID NORTHWEST QUARTER; THENCE NORTH 87 DEGREES 56 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE 775 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF AFORESAID SECTION 24; THENCE SOUTH 01 DEGREES 52 MINUTES 22 SECONDS EAST ALONG SAID WEST LINE 856.32 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 87 DEGREES 57 MINUTES 40 SECONDS EAST ALONG SAID SOUTH LINE 23.91 FEET; TO A POINT ON A CURVE CONVEX WESTERLY HAVING A RADIUS OF 2425.00 FEET; THENCE NORTHERLY 218.53 FEET ALONG SAID CURVE THE CHORD OF WHICH BEARS NORTH 05 DEGREES 51 MINUTES 38 SECONDS EAST 218.48 FEET; THENCE NORTH 09 DEGREES 27 MINUTES 15 SECONDS EAST 615.60 FEET TO THE START OF A CURVE CONVEX EASTERLY HAVING A RADIUS OF 1575.00 FEET; THENCE NORTHERLY 637.44 FEET ALONG SAID CURVE; THE CHORD OF WHICH BEARS NORTH 02 DEGREES 08 MINUTES 25 SECONDS WEST 633.10 FEET; THENCE NORTH 13 DEGREES 44 MINUTES 05 SECONDS WEST 382.46 FEET TO THE START OF A CURVE CONVEX WESTERLY HAVING A RADIUS OF 2425.00 FEET; THENCE NORTHERLY 502.05 FEET ALONG SAID CURVE TO A POINT ON A LINE 48.89 FEET EASTERLY AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 24; THENCE NORTH 01 DEGREES 52 MINUTES 22 SECONDS WEST ALONG SAID PARALLEL LINE 874.80 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE WESTERLY 48.89 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

DRAINAGE EASEMENT

THE EAST 250.44 FEET OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 34 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 875.00 FEET THEREOF, LYING WEST OF THE PROPOSED BASELINE ROAD RIGHT OF WAY WITHIN THE U.S. ARMY PROPERTY; AND THAT PART OF THE NORTHEAST QUARTER OF SAID SECTION 24, LYING WEST OF SAID BASELINE ROAD RIGHT OF WAY, IN WILL COUNTY, ILLINOIS.



SCALE 1" = 800'



STATE OF ILLINOIS
COUNTY OF WILL

I, JAMES D. LINDY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS DO HEREBY CERTIFY THAT I HAVE PERSONALLY EXAMINED AND LOCATED THE MARKERS SHOWN AND PLATTED IN THE LAND DESCRIBED IN THE FOREGOING SECTION AND DRAWN ON THIS PLAT, AND THAT THIS PLAT IS A CORRECT REPRESENTATION THEREOF, DATED AT JOLIET, ILLINOIS THIS 30th DAY OF March 2000 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2371

EXHIBIT A

(BASELINE ROAD RIGHT-OF-WAY
WITHIN U.S. ARMY PROPERTY)

81/28/00 (REVISED) RELEASED

GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS

1207 CEDARWOOD DRIVE JOLIET, ILLINOIS 60438 815/730-1910

PROJECT: 442A--DEER RUN PARK FIELD BOOK NO.:

DRAWN BY: JJA DATE: 11/20/98 SCALE: 1"=800' JOB NO. 18983

BEFORE THIS PLAT BEING YOUR RECORD AND INSTRUMENT REPORT ARE RECORDED

R2000086266

PLAT OF SURVEY

THAT PART OF THE SOUTH 60.00 FEET OF THE SOUTH-EAST QUARTER OF SECTION 19, IN TOWNSHIP 34 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WESTERLY OF DIAGONAL ROAD, IN WILL COUNTY, ILLINOIS.

WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 19-34-10

SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 19-34-10

NORTH LINE OF THE SOUTH 60.00 FEET

N 87°35'31" E 714.08

N 87°35'31" E 804.30

60.00

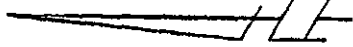
63.47

60.00

SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19-34-10

ROAD

DIAGONAL



SCALE 1"=100'

MARY ANN STEBEL 12P
Will County Recorder
Will County
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Lot Date 08/11/2008 Time 11:28:59
Recording Fees: 43.00

EXHIBIT B

GEOTECH INC.	
CONSULTING ENGINEERS - LAND SURVEYORS	
1207 CEDARWOOD DRIVE	815-730-1010 JOULET, IL 60435
PROJECT: JVA - DRUMMOND ROAD	FIELD BOOK NO.
DRAWN BY: R.D.	DATE: 7/18/09 SCALE: 1"=100'
JOB NO. 17843	
CHECK THIS PLAT WITH YOUR RECORDS AND IMMEDIATELY REPORT ANY DISCREPANCIES	

STATE OF ILLINOIS }
COUNTY OF WILL } ss

I, STRAID W. PAPERNA, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE SURVEILED, STAKED AND LOCATED THE IMPROVEMENTS ON THE ABOVE DESCRIBED LAND, AND I HAVE PLACED THE MARKS AND MONUMENTS ON THE PLAT AS SHOWN IN THE FOREGOING CAPTION AND EXHIBIT ON THIS PLAT AS SHOWN IN THE FOREGOING CAPTION AND EXHIBIT. I HAVE A CORRECT REPRESENTATION THEREOF, DATED AT JOULET, ILLINOIS THIS 19th DAY OF July, 1999, A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2282