

**ORDINANCE NO. 16-14**

**AN ORDINANCE AUTHORIZING CERTAIN GRANTS OF EASEMENT  
TO NICOR GAS NORTHERN ILLINOIS GAS COMPANY IN THE  
VILLAGE OF MANTENO, KANKAKEE COUNTY, ILLINOIS**

BE IT ORDAINED by the Village President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois, as follows:

**Section 1**

That a Grant of Easement, in substantially the same form as attached hereto as Exhibit "A," for gas mains and appurtenant facilities within the following described property, is hereby accepted, approved and incorporated herein by reference:

A 15 FOOT WIDE STRIP OF LAND IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE 3RD PRINCIPAL MERIDIAN IN KANKAKEE COUNTY, ILLINOIS, BEING PART OF A PARCEL DESCRIBED IN DEED TO THE VILLAGE OF MANTENO RECORDED AS DOCUMENT NUMBER 76-01806 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF EAST AMBERSTONE ROAD WITH THE NORTHEASTERLY LINE OF A 90-FOOT WIDE EASEMENT DESCRIBED IN DEED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS IN BOOK 639, PAGE 113 IN SAID RECORDER'S OFFICE; THENCE SOUTH 57°56'47" WEST, (SAID BEARING AND ALL SUBSEQUENT BEARINGS REFERENCED TO THE ILLINOIS COORDINATE SYSTEM OF 1983, EAST ZONE) 2.94 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 57°56'47" WEST ALONG SAID RIGHT-OF-WAY LINE, 4.19 FEET; THENCE SOUTH 53°43'40" WEST, 10.96 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 43°00'12" WEST, 226.90 FEET ALONG A LINE PARALLEL WITH AND 17.00 FEET SOUTHWESTERLY OF THE NORTHEAST LINE OF SAID 90-FOOT EASEMENT TO THE SOUTHERLY LINE OF AN EXISTING NICOR GAS EASEMENT AS DEPICTED IN DOCUMENT NUMBER 200108219 RECORDED IN THE OFFICE OF THE RECORDER OF KANKAKEE COUNTY, ILLINOIS; THENCE NORTH 83°05'34" EAST, 9.76 FEET ALONG SAID LINE; THENCE NORTH 46°59'48" EAST, 7.11 FEET; THENCE SOUTH 43°00'12" EAST, 223.24 FEET ALONG A LINE PARALLEL WITH AND 2.00 FEET SOUTHWESTERLY OF THE NORTHEAST LINE OF SAID 90-FOOT EASEMENT TO THE POINT OF BEGINNING, AND CONTAINING 0.077 ACRES, MORE OR LESS;

Affects PIN: (03) 02-28-200-012-0000

That the Village President and Village Clerk are authorized and directed to execute the Grant of Easement, with such changes as the Village Attorney deems appropriate.

## Section 2

That a Grant of Easement, in substantially the same form as attached hereto as Exhibit "B," for gas mains and appurtenant facilities within the following described property, is hereby accepted, approved and incorporated herein by reference:

A 15 FOOT WIDE STRIP OF LAND IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE 3RD PRINCIPAL MERIDIAN IN KANKAKEE COUNTY, ILLINOIS, BEING PART OF A PARCEL DESCRIBED IN DEED TO THE VILLAGE OF MANTENO RECORDED AS DOCUMENT NUMBER 94-06536 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID PARCEL WITH THE WESTERLY LINE OF A 90-FOOT WIDE EASEMENT DESCRIBED IN DEED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS IN BOOK 639, PAGE 113 IN SAID RECORDER'S OFFICE; THENCE NORTH 10°09'41" EAST, (SAID BEARING AND ALL SUBSEQUENT BEARINGS REFERENCED TO THE ILLINOIS COORDINATE SYSTEM OF 1983, EAST ZONE) 124.72 FEET ALONG THE WESTERLY LINE OF SAID 90-FOOT EASEMENT TO A BEND POINT IN SAID EASEMENT; THENCE NORTH 43°00'12" WEST, 391.42 FEET ALONG THE SOUTHWESTERLY LINE OF SAID EASEMENT; THENCE NORTH 47°17'20" EAST, 10.45 FEET TO THE NORTH LINE OF SAID MANTENO PARCEL; THENCE SOUTH 88°53'22" WEST, 22.59 FEET ALONG SAID LINE; THENCE SOUTH 47°17'20" WEST, 8.63 FEET; THENCE SOUTH 43°00'12" EAST, 398.99 FEET ALONG A LINE PARALLEL WITH AND 15.00 FEET SOUTHWESTERLY OF SAID 90-FOOT EASEMENT; THENCE SOUTH 10°09'41" WEST, 120.17 FEET ALONG A LINE PARALLEL WITH AND 15.00 FEET WESTERLY OF SAID 90-FOOT EASEMENT TO THE SOUTH LINE OF SAID MANTENO PARCEL; THENCE NORTH 89°01'37" EAST, 15.29 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.182 ACRES, MORE OR LESS;

Affects PIN: (03) 02-28-200-008-0000

That the Village President and Village Clerk are authorized and directed to execute the Grant of Easement, with such changes as the Village Attorney deems appropriate.

### Section 3

That a Grant of Easement, in substantially the same form as attached hereto as Exhibit "C," for gas mains and appurtenant facilities within the following described property, is hereby accepted, approved and incorporated herein by reference:

A 15 FOOT WIDE STRIP OF LAND IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE 3RD PRINCIPAL MERIDIAN IN KANKAKEE COUNTY, ILLINOIS, BEING PART OF A PARCEL DESCRIBED AS TRACT 2 IN A DEED TO THE VILLAGE OF MANTENO RECORDED AS DOCUMENT NUMBER 91-17546 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID PARCEL WITH THE WESTERLY LINE OF A 90-FOOT WIDE EASEMENT DESCRIBED IN DEED TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS IN BOOK 639, PAGE 113 IN SAID RECORDER'S OFFICE; THENCE SOUTH 88°53'22" WEST, (SAID BEARING AND ALL SUBSEQUENT BEARINGS REFERENCED TO THE ILLINOIS COORDINATE SYSTEM OF 1983, EAST ZONE) 8.56 FEET ALONG SAID SOUTH LINE; THENCE NORTH 47°17'20" EAST, 78.49 FEET THROUGH SAID 90-FOOT EASEMENT; THENCE NORTH 43°00'12" WEST, 202.80 FEET ALONG A LINE PARALLEL WITH AND 17.00 FEET SOUTHWESTERLY OF THE NORTHEAST LINE OF SAID 90-FOOT EASEMENT TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST AMBERSTONE ROAD; THENCE NORTH 53°55'39" EAST, 1.44 FEET ALONG SAID LINE; THENCE NORTH 58°07'24" EAST, 13.83 FEET ALONG SAID LINE; THENCE SOUTH 43°00'12" EAST, 215.03 FEET ALONG A LINE PARALLEL WITH AND 2.00 FEET SOUTHWESTERLY OF THE NORTHEAST LINE OF SAID 90-FOOT EASEMENT; THENCE SOUTH 47°17'20" WEST, 76.67 FEET TO THE SOUTH LINE OF SAID MANTENO PARCEL; THENCE SOUTH 88°53'22" WEST, 14.03 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.098 ACRES, MORE OR LESS; TOGETHER WITH REASONABLE RIGHT OF ACCESS THERETO FOR SAID PURPOSES.

Affects PIN: (03) 02-28-200-006-0000

That the Village President and Village Clerk are authorized and directed to execute the Grant of Easement, with such changes as the Village Attorney deems appropriate.

### Section 4

If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

**Section 5**

This ordinance shall be in full force and effect after passage and approval as provided by law.

**Section 6**

This ordinance shall be immediately in full force and effect after passage and approval.

PASSED by the President and Board of Trustees of the Village of Manteno, Illinois and deposited in the office of the Village Clerk this 15<sup>th</sup> day of August, 2016.

DEPOSITED with the Village Clerk  
This 15<sup>th</sup> day of August, 2016.

  
\_\_\_\_\_  
ALISA BLANCHETTE, Village Clerk

APPROVED by me this 15<sup>th</sup>  
day of August, 2016.

  
\_\_\_\_\_  
TIMOTHY O. NUGENT, Village President

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E37615



201615023

|                       |             |                 |
|-----------------------|-------------|-----------------|
| Sec 28                | T32N        | R12E Third PM   |
| Manteno Twp.          |             | Kankakee County |
| WO 140439             | Pcl 3 - 14R |                 |
| PIN: 03-02-28-200-012 |             |                 |

LORI GADBOIS  
 RECORDER  
 KANKAKEE COUNTY, IL  
 RECORDED ON  
 12/19/2016 01:51:42PM

REC FEE: 37.00  
 PAGES: 4

**GRANT OF EASEMENT TO NICOR GAS COMPANY**

That The Village of Manteno, a municipal corporation, its, their, successors, assigns, administrators and executors (hereinafter "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 that part of the following described property (hereinafter "Easement Premises"):

A 15 foot wide strip of land in the Northeast Quarter of Section 28, Township 32 North, Range 12 East of the 3<sup>rd</sup> Principal Meridian in Kankakee County, Illinois, being part of a parcel described in deed to The Village of Manteno recorded as Document Number 76-01806 in the Office of the Recorder of said County, described as follows:

Commencing at the intersection of the northerly right-of-way line of East Amberstone Road with the northeasterly line of a 90-foot wide easement described in deed to Public Service Company of Northern Illinois in Book 639, Page 113 in said Recorder's Office; thence South 57°56'47" West, (said bearing and all subsequent bearings referenced to the Illinois Coordinate System of 1983, East Zone) 2.94 feet to the POINT OF BEGINNING of this description; thence continuing South 57°56'47" West along said right-of-way line, 4.19 feet; thence South 53°43'40" West, 10.96 feet along said right-of-way line; thence North 43°00'12" West, 226.90 feet along a line parallel with and 17.00 feet southwesterly of the northeast line of said 90-foot easement to the southerly line of an existing Nicor Gas easement as depicted in Document Number 200108219 recorded in the Office of the Recorder of Kankakee County, Illinois; thence North 83°05'34" East, 9.76 feet along said line; thence North 46°59'48" East, 7.11 feet; thence South 43°00'12" East, 223.24 feet along a line parallel with and 2.00 feet southwesterly of the northeast line of said 90-foot easement to the Point of Beginning, and containing 0.077 acres, more or less; together with reasonable right of access thereto for said purposes.

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.

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.

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) have here unto set their hand(s) and seal(s) this 15<sup>th</sup> day of August, A.D., 2016.

**Village of Manteno**

**Attest / Witness**

Timothy O. Nugent  
Signature

Alisa Blanchette  
Signature

TIMOTHY O. NUGENT  
Print Name

Alisa Blanchette  
Print Name

VILLAGE PRESIDENT  
Title

Village Clerk  
Title

This document prepared by:  
**Return To:**

Nicor Gas Company (ELS)  
Land Services Department / 3 East  
P.O. Box 190  
Aurora, Illinois 60507-9970

Property address:

10.80 acre tract, lying South of  
Rock Creek and North of  
Amberstone Road  
(PIN: 03-02-28-200-012)

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF                )

I, Darla Hurley, a Notary Public in and for said County and State and residing in the County of Kankakee, do hereby certify that Timothy Nugent + Alisa Blanchette, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15<sup>th</sup> day of August, A.D., 2016.

Notary:

My Commission Expires:

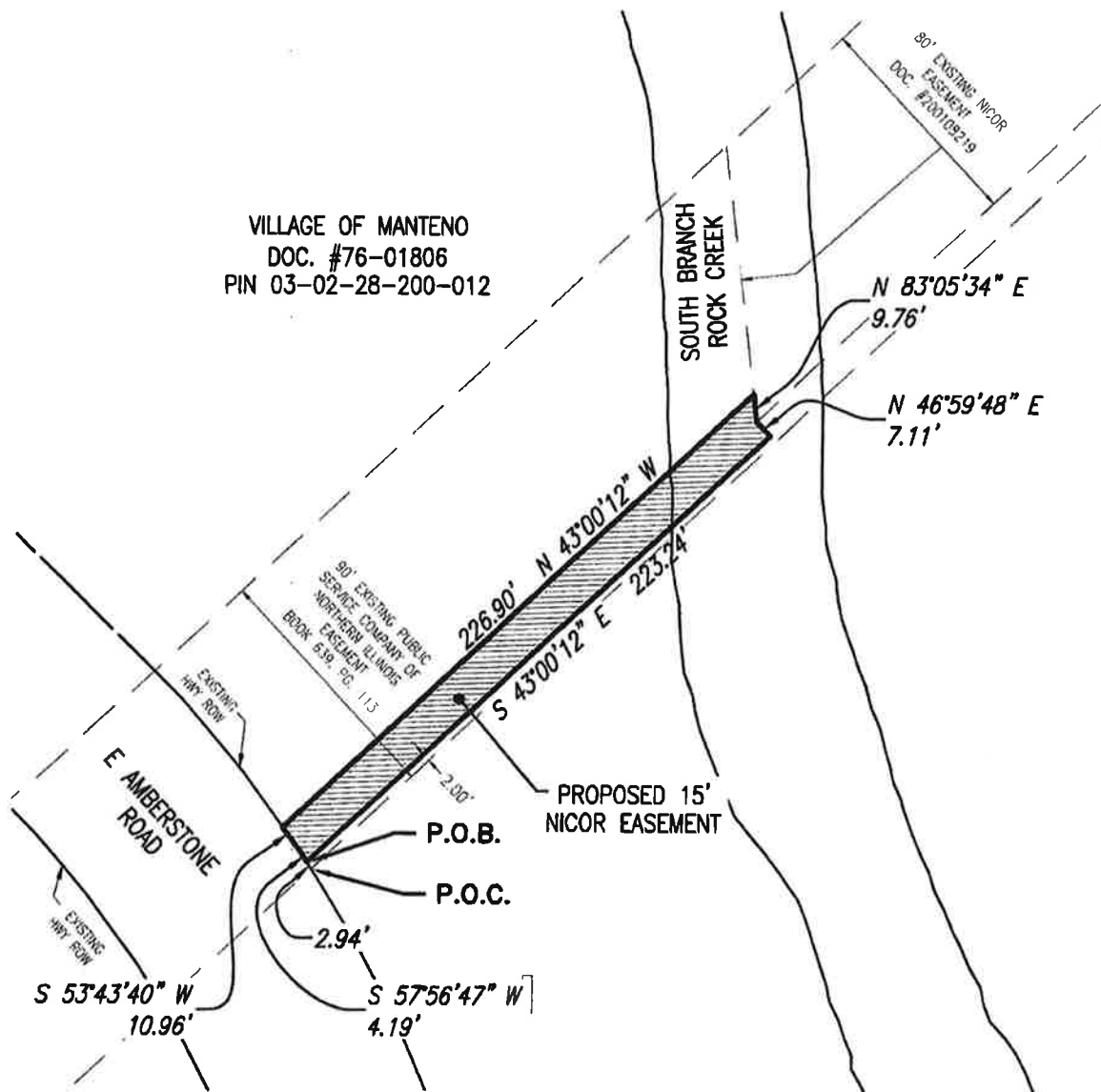
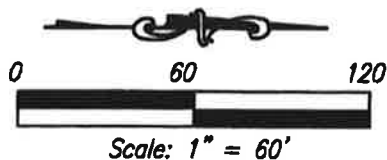
Darla R. Hurley



**Legal Description:**

A 15 foot wide strip of land in the Northeast Quarter of Section 28, Township 32 North, Range 12 East of the 3rd Principal Meridian in Kankakee County, Illinois, being part of a parcel described in deed to The Village of Manteno recorded as Document Number 76-01806 in the Office of the Recorder of said County, described as follows:

Commencing at the intersection of the northerly right-of-way line of East Amberstone Road with the northeasterly line of a 90-foot wide easement described in deed to Public Service Company of Northern Illinois in Book 639, Page 113 in said Recorder's Office; thence South 57°56'47" West, (said bearing and all subsequent bearings referenced to the Illinois Coordinate System of 1983, East Zone) 2.94 feet to the POINT OF BEGINNING of this description; thence continuing South 57°56'47" West along said right-of-way line, 4.19 feet; thence South 53°43'40" West, 10.96 feet along said right-of-way line; thence North 43°00'12" West, 226.90 feet along a line parallel with and 17.00 feet southwesterly of the northeast line of said 90-foot easement to the southerly line of an existing Nicor Gas easement as depicted in Document Number 200108219 recorded in the Office of the Recorder of Kankakee County, Illinois; thence North 83°05'34" East, 9.76 feet along said line; thence North 46°59'48" East, 7.11 feet; thence South 43°00'12" East, 223.24 feet along a line parallel with and 2.00 feet southwesterly of the northeast line of said 90-foot easement to the Point of Beginning, and containing 0.077 acres, more or less.



VILLAGE OF MANTENO  
DOC. #76-01806  
PIN 03-02-28-200-012

SOUTH BRANCH  
ROCK CREEK

N 83°05'34" E  
9.76'  
N 46°59'48" E  
7.11'

226.90' N 43°00'12" W  
223.24' S 43°00'12" E

PROPOSED 15'  
NICOR EASEMENT

P.O.B.  
P.O.C.

S 57°56'47" W  
4.19'  
S 53°43'40" W  
10.96'  
S 57°56'47" W  
2.94'

M:\PROJ\1550\8214\EXHIBITS\8214ESS.DWG

**DLZ**  
INDUSTRIAL SURVEYING, INC.  
316 TECH DRIVE, BURNS HARBOR, INDIANA 46304  
TELEPHONE (219) 764-4700 FAX (219) 764-4156

Manteno  
EN Engineering  
Proposed NICOR Easements

|          |                         |             |                |
|----------|-------------------------|-------------|----------------|
| Illinois | DRAWN: MRT              | CHK'D.: RHK | SHEET 1        |
|          | DESIGNED: -             | APPR'D.: -  | OF 1           |
|          | DATE: December 28, 2015 |             |                |
|          | SCALE: 1" = 60'         |             |                |
|          | PROJECT NUMBER          |             | DRAWING NUMBER |
|          | 1550-8214-90            |             | 8214ESS        |



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2376/5



|                       |      |                 |
|-----------------------|------|-----------------|
| Sec 28                | T32N | R12E Third PM   |
| Manteno Twp.          |      | Kankakee County |
| WO 140439             |      | Pcl 5 - 31R     |
| PIN: 03-02-28-200-008 |      |                 |

LORI GADBOIS  
 RECORDER  
 KANKAKEE COUNTY, IL  
 RECORDED ON  
 12/19/2016 01:51:43PM  
 REC FEE: 37.00  
 PAGES: 4

**GRANT OF EASEMENT TO NICOR GAS COMPANY**

That The Village of Manteno, a municipal corporation, its, their, successors, assigns, administrators and executors (hereinafter "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 that part of the following described property (hereinafter "Easement Premises"):

A 15 foot wide strip of land in the Northeast Quarter of Section 28, Township 32 North, Range 12 East of the 3<sup>rd</sup> Principal Meridian in Kankakee County, Illinois, being part of a parcel described in deed to The Village of Manteno recorded as Document Number 94-06536 in the Office of the Recorder of said County, described as follows:

Beginning at the intersection of the south line of said parcel with the westerly line of a 90-foot wide easement described in deed to Public Service Company of Northern Illinois in Book 639, Page 113 in said Recorder's Office; thence North 10°09'41" East, (said bearing and all subsequent bearings referenced to the Illinois Coordinate System of 1983, East Zone) 124.72 feet along the westerly line of said 90-foot easement to a bend point in said easement; thence North 43°00'12" West, 391.42 feet along the southwesterly line of said easement; thence North 47°17'20" East, 10.45 feet to the north line of said Manteno parcel; thence South 88°53'22" West, 22.59 feet along said line; thence South 47°17'20" West, 8.63 feet; thence South 43°00'12" East, 398.99 feet along a line parallel with and 15.00 feet southwesterly of said 90-foot easement; thence South 10°09'41" West, 120.17 feet along a line parallel with and 15.00 feet westerly of said 90-foot easement to the south line of said Manteno parcel; thence North 89°01'37" East, 15.29 feet to the Point of Beginning, and containing 0.182 acres, more or less; together with reasonable right of access thereto for said purposes.

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. Grantee shall pay reasonable compensation for all crops situated on Grantor's Property that are damaged or destroyed by Grantee or its contractor during the original installation and/or subsequent, maintenance, repair or removal of Grantee's facilities on Grantor's Property.

If Grantee encounters any existing drain tile or septic tile (hereinafter individually or collectively "Tile") during the installation of the gas main, Grantee shall support each Tile in an appropriately anchored or supported cradle that will be sloped (as necessary) to match the existing flow line. If Grantee damages any Tile, Grantee will replace that tile "in-kind" or with a comparable substitute.

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.

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) have here unto set their hand(s) and seal(s) this 15<sup>th</sup> day of August, A.D., 2016.

**Village of Manteno**

**Attest / Witness**

Timothy O Nugent  
Signature

Alisa Blanchette  
Signature

TIMOTHY O. NUGENT  
Print Name

Alisa Blanchette  
Print Name

VILLAGE PRESIDENT  
Title

Village Clerk  
Title

This document prepared by:

**Return To:**  
Nicor Gas Company (ELS)  
Land Services Department / 3 East  
P.O.Box 190  
Aurora, Illinois 60507-9970

Property address:

Vacant Property, 10.00 acres  
Lying West of the Railroad Tracks,  
and South of Amberstone Rd.  
(PIN: 03-02-28-300-008)

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF                 )

I, Darla Hurley, a Notary Public in and for said County and State and residing in the County of Kankakee, do hereby certify that Timothy Nugent & Alisa Blanchette personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15<sup>th</sup> day of August, A.D., 2016.

Notary:

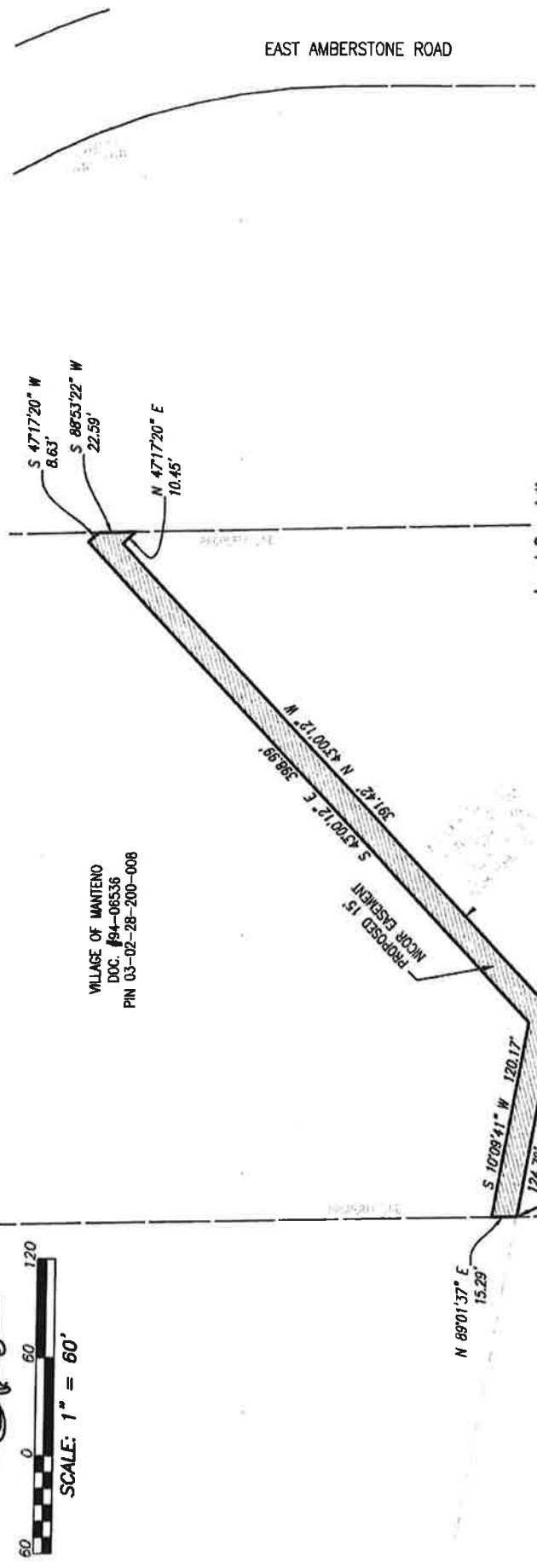
Darla R. Hurley

My Commission Expires:





VILLAGE OF MANTENO  
 DOC. #94-06536  
 PIN 03-02-28-200-008



EAST AMBERSTONE ROAD

ILLINOIS CENTRAL GULF RAILROAD

**Legal Description:**

A 15 foot wide strip of land in the Northeast Quarter of Section 28, Township 32 North, Range 12 East of the 3rd Principal Meridian in Kaneke County, Illinois, being part of a parcel described in deed to The Village of Manteno recorded as Document Number 94-06536 in the Office of the Recorder of said County, described as follows:

Beginning at the intersection of the south line of said parcel with the westerly line of a 90-foot wide easement described in deed to Public Service Company of Northern Illinois in Book 639, Page 113 in said Recorder's Office; thence North 10°08'41" East, (said bearing and all subsequent bearings referenced to the Illinois Coordinate System of 1983, East Zone) 124.72 feet along the westerly line of said 90-foot easement to a bend point in said easement; thence North 43°00'12" West, 391.42 feet along the southwesterly line of said easement; thence North 47°17'20" East, 10.45 feet to the north line of said Manteno parcel; thence South 88°53'22" West, 22.59 feet along said line; thence South 47°17'20" West, 8.63 feet; thence South 43°00'12" East, 398.99 feet along a line parallel with and 15.00 feet southwesterly of said 90-foot easement; thence South 10°08'41" West, 120.17 feet along a line parallel with and 15.00 feet westerly of said 90-foot easement to the south line of said Manteno parcel; thence North 89°01'37" East, 15.29 feet to the Point of Beginning, and containing 0.182 acres, more or less.

|   |  |      |   |                                  |
|---|--|------|---|----------------------------------|
| <br>DLZ<br>INDUSTRIAL SURVEYING, INC.<br><small>224 E. ILL. ST. SUITE 1000, PEORIA, ILL. 61601-1000</small><br><small>TELEPHONE (313) 784-0200 FAX (313) 784-4136</small> | Manteno<br><b>EN Engineering</b><br>Proposed NICOR Easements |      | BOOK<br>PAGE<br>DATE<br>SCALE<br>PROJECT NUMBER<br>1550-8214-90 | DRAWING NUMBER<br><b>B214E53</b> |
|   | SHEET<br>OF<br><b>1</b>                                      | DATE | PROJECT NUMBER  | DRAWING NUMBER<br><b>B214E53</b> |

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201615022

LORI GADBOIS  
RECORDER  
KANKAKEE COUNTY, IL  
RECORDED ON

12/19/2016 01:51:41PM

REC FEE: 37.00  
PAGES: 4

|                       |      |                 |
|-----------------------|------|-----------------|
| Sec 28                | T32N | R12E Third PM   |
| Manteno Twp.          |      | Kankakee County |
| WO 140439             |      | Pcl 4 - 18R     |
| PIN: 03-02-28-200-006 |      |                 |

**GRANT OF EASEMENT TO NICOR GAS COMPANY**

That The Village of Manteno, a municipal corporation, its, their, successors, assigns, administrators and executors (hereinafter "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 that part of the following described property (hereinafter "Easement Premises"):

A 15 foot wide strip of land in the Northeast Quarter of Section 28, Township 32 North, Range 12 East of the 3<sup>d</sup> Principal Meridian in Kankakee County, Illinois, being part of a parcel described as Tract 2 in a deed to The Village of Manteno recorded as Document Number 91-17546 in the Office of the Recorder of said County, described as follows:

Beginning at the intersection of the south line of said parcel with the westerly line of a 90-foot wide easement described in deed to Public Service Company of Northern Illinois in Book 639, Page 113 in said Recorder's Office; thence South 88°53'22" West, (said bearing and all subsequent bearings referenced to the Illinois Coordinate System of 1983, East Zone) 8.56 feet along said south line; thence North 47°17'20" East, 78.49 feet through said 90-foot easement; thence North 43°00'12" West, 202.80 feet along a line parallel with and 17.00 feet southwesterly of the northeast line of said 90-foot easement to the southerly right-of-way line of East Amberstone Road; thence North 53°55'39" East, 1.44 feet along said line; thence North 58°07'24" East, 13.83 feet along said line; thence South 43°00'12" East, 215.03 feet along a line parallel with and 2.00 feet southwesterly of the northeast line of said 90-foot easement; thence South 47°17'20" West, 76.67 feet to the south line of said Manteno parcel; thence South 88°53'22" West, 14.03 feet to the Point of Beginning, and containing 0.098 acres, more or less; together with reasonable right of access thereto for said purposes.

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. Grantee shall pay reasonable compensation for all crops situated on Grantor's Property that are damaged or destroyed by Grantee or its contractor during the original installation and/or subsequent, maintenance, repair or removal of Grantee's facilities on Grantor's Property.

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.

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) have here unto set their hand(s) and seal(s) this 15<sup>th</sup> day of August, A.D., 2016.

**Village of Manteno**

**Attest / Witness**

Timothy O. Nugent  
Signature

Alisa Blanchette  
Signature

TIMOTHY O. NUGENT  
Print Name

Alisa Blanchette  
Print Name

Village President  
Title

Village Clerk  
Title

This document prepared by:

**Return To:**

Nicor Gas Company (ELS)  
Land Services Department / 3 East  
P.O.Box 190  
Aurora, Illinois 60507-9970

Property address:

5.00 acres lying West of the  
Railroad Tracks and South of  
Amberstone Rd.  
(PIN: 03-02-28-200-006)

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF                    )

I, Darla Hurley, a Notary Public in and for said County and State and residing in the County of Kankakee, do hereby certify that Timothy Nugent + Alisa Blanchette, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15<sup>th</sup> day of August, A.D., 2016.

Notary:

My Commission Expires:

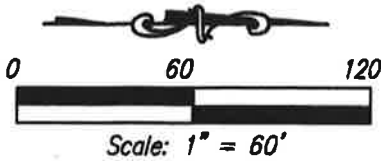
Darla R. Hurley



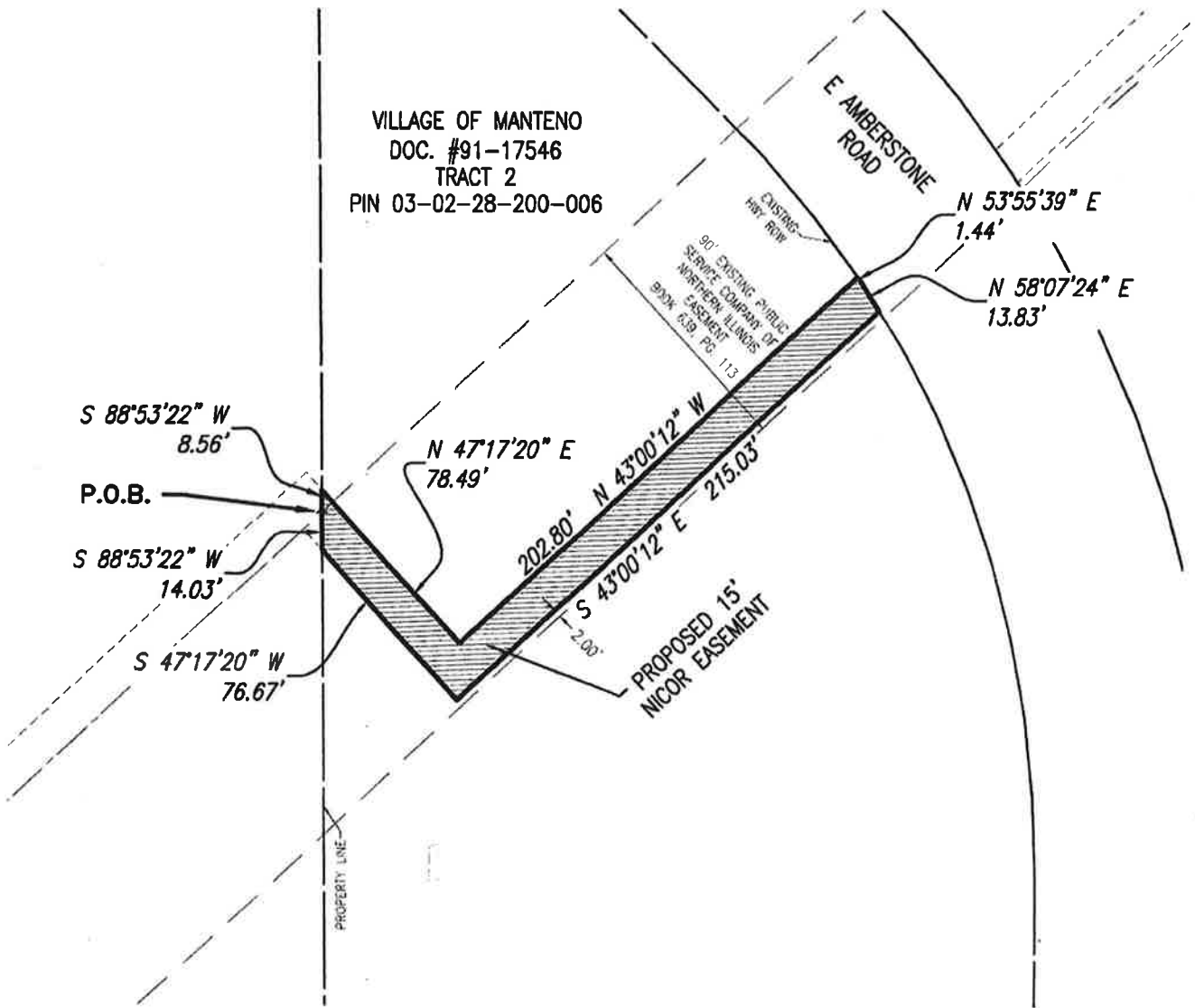
**Legal Description:**

A 15 foot wide strip of land in the Northeast Quarter of Section 28, Township 32 North, Range 12 East of the 3rd Principal Meridian in Kankakee County, Illinois, being part of a parcel described as Tract 2 in a deed to The Village of Manteno recorded as Document Number 91-17546 in the Office of the Recorder of said County, described as follows:

Beginning at the intersection of the south line of said parcel with the westerly line of a 90-foot wide easement described in deed to Public Service Company of Northern Illinois in Book 639, Page 113 in said Recorder's Office; thence South 88°53'22" West, (said bearing and all subsequent bearings referenced to the Illinois Coordinate System of 1983, East Zone) 8.56 feet along said south line; thence North 47°17'20" East, 78.49 feet through said 90-foot easement; thence North 43°00'12" West, 202.80 feet along a line parallel with and 17.00 feet southwesterly of the northeast line of said 90-foot easement to the southerly right-of-way line of East Amberstone Road; thence North 53°55'39" East, 1.44 feet along said line; thence North 58°07'24" East, 13.83 feet along said line; thence South 43°00'12" East, 215.03 feet along a line parallel with and 2.00 feet southwesterly of the northeast line of said 90-foot easement; thence South 47°17'20" West, 76.67 feet to the south line of said Manteno parcel; thence South 88°53'22" West, 14.03 feet to the Point of Beginning, and containing 0.098 acres, more or less.



VILLAGE OF MANTENO  
 DOC. #91-17546  
 TRACT 2  
 PIN 03-02-28-200-006



M:\PROJ\1550\8214\EXHIBITS\8214ES4.DWG

**DLZ**  
 INDUSTRIAL SURVEYING, INC.  
 315 TECH DRIVE, BURNS HARBOR, INDIANA 46304  
 TELEPHONE (219) 764-4700 FAX (219) 764-4156

Manteno  
 EN Engineering  
 Proposed NICOR Easements

|          |                         |             |                |
|----------|-------------------------|-------------|----------------|
| Illinois | DRAWN: MRT              | CHK'D.: RHK | SHEET 1        |
|          | DESIGNED: -             | APPRV'D.: - | OF 1           |
|          | DATE: December 28, 2015 |             |                |
|          | SCALE: 1" = 60'         |             |                |
|          | PROJECT NUMBER          |             | DRAWING NUMBER |
|          | 1550-8214-90            |             | 8214ES4        |