

# EASEMENT AGREEMENT FOR INGRESS/EGRESS AND UTILITIES

**Prepared By:**

Foster, Buick, Conklin, Lundgren & Gottschalk, LLC  
2040 Aberdeen Court  
Sycamore, Illinois 60178

**Return to After Recording:**

Town of Cortland  
P.O. Box 519m 59 S. Somonauk  
Cortland, IL 60112

**KNOW ALL BY THESE PRESENTS, that**

**Natural Polymers LLC**, Grantor, of the Town of Cortland in the County of DeKalb and State of Illinois, for good and valuable consideration as stated hereinafter, the receipt and sufficiency of which is hereby acknowledged, hereby gives, grants, conveys and warrants to the **Town of Cortland, an Illinois municipal corporation** ("Grantee"), a permanent non-exclusive easement upon, over, under, through and across that part of the Grantor's property described herein on Group Exhibit "A," for purposes of ingress and egress and for the installation of the following underground utilities: sanitary sewer, storm sewer, water, electric and fiber optic facilities ("Facilities"), including the right to construct, maintain and make all necessary repairs to said Facilities, as may be reasonable and proper, and the right to construct and maintain the necessary appurtenances for said Facilities over, along, upon and through said permanent easement hereinafter described. The permanent easement ("Easement") is more particularly described as follows:

**See Attached Group Exhibit "A"**

PIN #: 09-28-100-017

Common Address: 520 E. North Ave., Cortland, IL

Depicted: See attached **Group Exhibit A**

All situated in the Township of Cortland, County of DeKalb in the State of Illinois.

Grantor, for itself, its assigns and successors in interest, hereby covenants to and with Grantee, that Grantee's officers, agents, employees or persons under contract with Grantee, may at any and all times, when necessary or convenient to do so, go over and upon the Easement, and do and perform any and all acts necessary or convenient for effectuating the purposes for which this grant is made; that Grantor shall not disturb, injure, or in any manner interfere with any of said Facilities or material for laying, maintaining, operating or repairing the same in, over or upon the Easement.

Grantee hereby covenants and agrees, and the Easement is hereby granted upon the express condition that, care, skill and diligence will be used in constructing and laying said Facilities on the easement aforesaid; that all of the dirt, gravel or stone removed shall be replaced and compacted upon the top of the excavation where the Facilities are laid so as to leave the ground in substantially the same condition that existed before said Facilities were laid, and all surplus dirt or gravel is to be carefully removed from the premises; that all the work of excavation is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Grantor; causing no damage to the buildings or improvements of the Grantor of the Easement nor interfering with or removing the support of the same; that it will save the Grantor harmless from any and all loss or damage



STATE OF ILLINOIS        )  
                                  ) ss.  
COUNTY OF DEKALB        )

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Mark Pietrowski and Cheryl Aldis, the Mayor and Town Clerk, respectively, of the Town of Cortland, an Illinois municipal corporation, and acknowledged that they signed and delivered the said instrument in said capacity, pursuant to authority of the governing body of the Town.

Given under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public (SEAL)

**Legal Description of Easement:**

**Part of the Northwest Quarter of Section 28, Township 40 North, Range 5 East of the Third Principal Meridian, bounded and described as follows:**

**Beginning at the Northeast corner of the said Northwest Quarter; thence South along the East line of said Northwest Quarter a distance of 300 feet; thence Westerly forming an angle of 90 Degrees measured counterclockwise from the last described line, a distance of 50 feet; thence Northerly along a line forming an angle of 90 Degrees measured clockwise from the last described course, 300 feet to a point on the North Line of the Northwest Quarter of Section 28; thence Easterly along said North line a distance of 50 feet to the Point of Beginning, all in the Town of Cortland, DeKalb County, Illinois.**

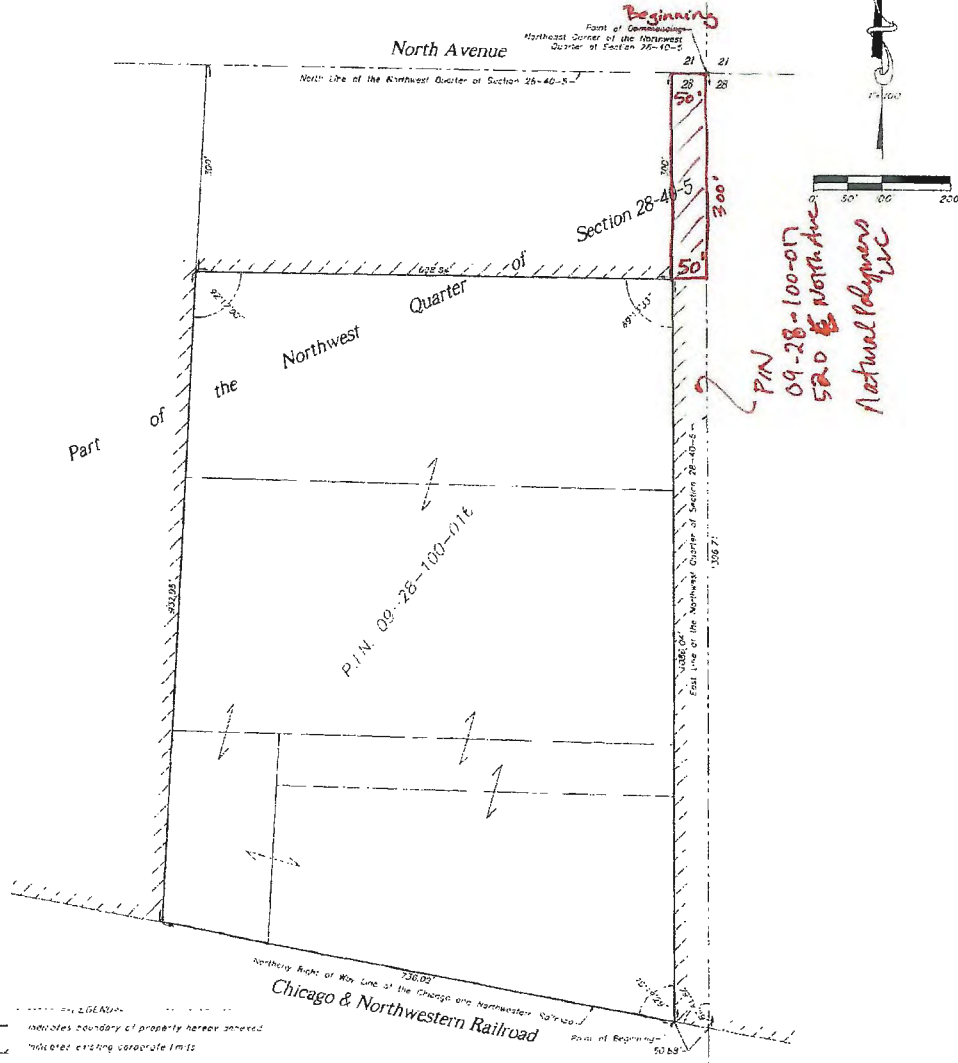
# Map of territory to be annexed to the Town of Cortland, DeKalb County, Illinois

P.M. 09-28-100-016  
144.32 E North Ave. Cortland

**Description of property hereby annexed**

Part of the Northwest Quarter of Section 28, Township 40 North Range 5 East of the Third Principal Meridian, Northwest and described as follows:

Commencing at the Northwest corner of the said Northwest Quarter, thence South along the East side of said Northwest Quarter a distance of 1392.71 feet to the Northernly Right of Way of the Chicago and Northwestern Railroad, thence Westerly along said Northernly Right of Way Line forming an angle of 79 Degrees 19 Minutes 29 Seconds measured counter-clockwise from the last described line, 50.08 feet to the Point of Beginning, thence Northernly along a line forming an angle of 79 Degrees 19 Minutes 29 Seconds measured clockwise from the last described course, 1766.04 feet to a point that is 300.00 feet South of the North line of said Northwest Quarter, thence Westerly parallel with said North Line along a line forming an angle of 89 Degrees 19 Minutes 53 Seconds measured clockwise from the last described course, 209.94 feet, thence Southernly along a line forming an angle of 32 Degrees 17 Minutes 00 Seconds measured clockwise from the last described course, 532.95 feet to the aforementioned Northernly Right of Way line, thence Southeasterly along said Northernly Line 736.69 feet to the Point of Beginning, all in Cortland Township, DeKalb County, Illinois.



*Handwritten notes:*  
PIN  
09-28-100-017  
52.0 E North Ave  
Natural Polygons LLC

**LEGEND**  
 - - - - - indicates boundary of property hereby annexed  
 / / / / / indicates existing corporate limits

State of Illinois }  
 County of DeKalb }  
 I, Carl A. Seger, a duly Licensed Professional Land Surveyor No. 3362, do hereby certify that this is a true and correct representation of said annexing. All distances shown in feet and decimals thereof.

Dated at DeKalb Illinois this 21 day of February, A.D. 2024



Carl A. Seger  
 Professional Land Surveyor No. 3362  
 License Expiration Date November 30th, 2024

