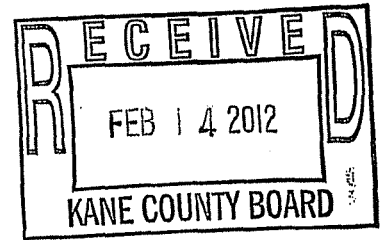


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

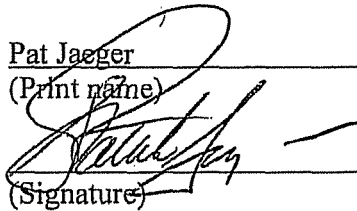
DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Assignment of Contractual Rights and Obligations between County
of Kane and Entran, PLC to Stantec Consulting Services, Inc.

Submitted by: Linda Haines

Date Submitted: January 2012

Examined by: Pat Jaeger
(Print name)


(Signature)

01-17, 2012
(Date)

Post on Web: Yes No Atty. Initials _____

Comments:

Chairman signed: Yes No 2/14/2012
(Date)

Document returned to: _____

ASSIGNMENT AGREEMENT

WHEREAS, ENTRAN PLC, d/b/a ENTRAN L.L.C., (hereinafter the "Assignor"), a Kentucky corporation located at 5440 N. Cumberland Avenue, Suite 111, Chicago, IL 60656 is, pursuant to Kane County Board Resolution No. 09-220 and the written agreement authorized thereunder, (hereinafter sometimes the "Contract"), contractually bound to the County of Kane, a body corporate and politic of the State of Illinois; and

WHEREAS, the Contract is more particularly described as:

ENTRAN, L.L.C. Project 2092224: Phase II Engineering Services for Burlington Road over Virgil Ditch No. 2, Kane County Section No. 08-00380-00-BR and Jericho Road over Drainage Ditch, Kane County Section No. 08-00382-00-BR

WHEREAS, Stantec Consulting Services Inc., (hereinafter the "Assignee"), a New York corporation authorized to do business in the state of Illinois, located at 135 S. LaSalle Street, Suite 3100, Chicago, IL 60603 has acquired all of the stock of the Assignor and Assignor desires to conveying all its interest in said Contract and assign its rights, title, duties, obligations, responsibilities and interests thereto unto the Assignee; and

WHEREAS, the Contract prohibits the assignment thereof without the prior written approval of the County of Kane.

NOW THEREFORE, for and in consideration of one dollar and other good and valuable consideration, the Assignor does hereby sell, assign, transfer and set-over unto the Assignee, all of its rights, title, duties, obligations, responsibilities and interests in and to the Contract, and any amendments or supplements thereto (if any), and monies due or to become due thereunder.

For the same consideration the Assignor agrees to make, execute and deliver any documents as may be reasonably necessary to complete the assignment of the Contract to the Assignee or as otherwise may be required by the County of Kane.

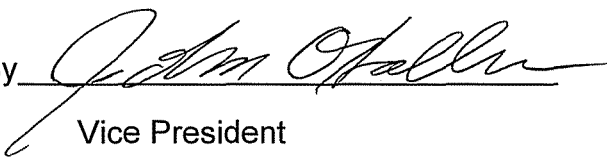
ACCEPTANCE OF ASSIGNMENT

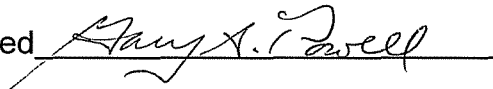
The Assignee does hereby accept the aforesaid Assignment and agrees to perform and discharge all of the terms and obligations to be and remaining to be performed and discharged under the aforesaid Contract and agrees to accept all obligations, debts and liabilities of Assignor related to the Contract.

IN WITNESS WHEREOF said parties have hereunto set their hands and seals,
this day _____ of December 2011.

ENTRAN, L.L.C.

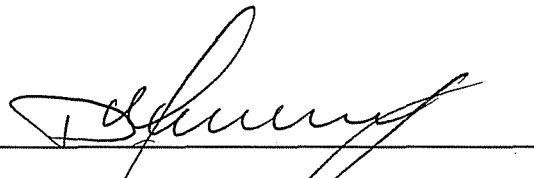
(Firm) Assignor

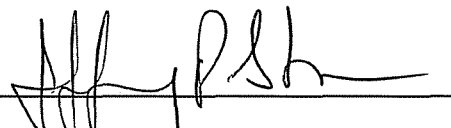
By 
Vice President

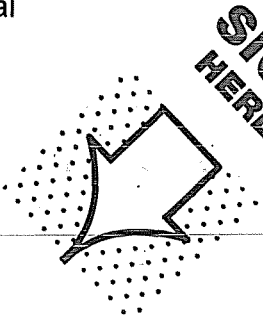
Attested 
Structural Engineering Manager

Stantec Consulting Services Inc.,

(Firm) Assignee

By 
Don W. Armour, Jr., Vice President

Attested 
Jeffrey P. Stone, Senior Legal
Counsel



APPROVAL OF ASSIGNMENT


Chairman, County Board, County of Kane

2/14/2012
Date

Clerk, County Board, County of Kane

Date

(Seal)