

[FOR RECORDER'S USE]

**GRANT OF STORM WATER DISCHARGE EASEMENT**

This Premises Donation Agreement ("Agreement") is entered into as of May 13<sup>th</sup>, 2025 ("Effective Date") between the FOREST PRESERVE DISTRICT OF KANE COUNTY, a body corporate and politic, having its principal address at 1996 South Kirk Road, Suite 320, Geneva, Illinois 60134 ("Grantor") and SUGAR GROVE LLC, an Illinois limited liability company having its address at 222 North LaSalle Street, Chicago, IL 60601 ("Grantee") the owner of record of a portion of the Grantee's development commonly known as "The Grove" located south of I-88 in Sugar Grove, Illinois described in Exhibit A attached hereto.

**WITNESSETH:**

**RECITALS**

**WHEREAS**, Grantor is the owner of certain real property situated in the County of Kane, State of Illinois, known as the 'Hannaford Woods Forest Preserve' in the Village of Sugar Grove as depicted and described in the Plat of Easement Grant prepared by KIMLEY-HORN & ASSOC Dated 7/3/25, attached hereto as Exhibit B. The easement depicted on Exhibit B is part of Parcel No. (14-04-100-017 & 14-04-100-018) which parcel was conveyed under a deed of conveyance to the Grantor; and

**WHEREAS**, Grantee holds fee simple title to certain real property located adjacent to Hannaford Woods Forest Preserve, Sugar Grove, Illinois, which real property is legally described on Exhibit A attached hereto and made a part hereof (the "Grantee's Property") and

**WHEREAS**, Grantee will develop the Grantee's Property in accordance with the rules and regulations of the Village of Sugar Grove; and

**WHEREAS**, the Grantee desires to obtain from the Grantor, and Grantor agrees to grant to the Grantee a Storm Sewer Easement (the "Easement Area") for storm water management purposes within Hannaford Woods Forest Preserve (the Easement Area is described in Exhibit B attached hereto) and forming a perpetual non-exclusive easement for the benefit of Grantee and for the purposes of the construction and maintenance of a storm water outfall conveyance system in the Easement Area as described in Exhibit C; and

**WHEREAS**, the Grantor has agreed to the granting of such easement to the Grantee for such purposes and pursuant to the terms and conditions of this Agreement.

## AGREEMENT

**NOW, THEREFORE**, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the terms and conditions contained herein, the Parties hereby state, agree and declare as follows:

1. Incorporation of Recitals. The foregoing Recitals and the attachments mentioned therein are hereby incorporated by reference in the body of this Easement Agreement as if fully set forth herein.

2. Grant of Easement. Grantor hereby grants to Grantee, its respective successors and assigns, the Grantee's Property and to the Village of Sugar Grove a perpetual non-exclusive easement under and through the Easement Area, to construct, install, utilized, reconstruct, repair, remove, replace, inspect, facilities used in connection with the transmission , distribution and /or collection of storm water, including all necessary appurtenances which Easement area is more particularly identified on Exhibit B attached hereto and made a part hereof, for the purpose of the permitting the discharge of storm water from Grantee's Property through the storm sewer improvements installed within the Easement Area of Grantor's property. In addition, the Grantee shall be responsible for damage to Grantor's property caused by improper installation or maintenance of the storm sewer improvements installed within the Easement Area.

3. Repair and Maintenance. Grantee shall perform, at its sole cost and expense, any installation, maintenance, repair, and replacement of said storm sewer improvements. Grantee shall have the right to enter onto the Easement Area to repair and/or replace the storm sewer system within the Easement Area and shall provide written notice to Grantor as soon as practicable before commencing such work. If Grantee exercises such rights, it shall work as expeditiously as possible so as to minimize interference with the use of Grantor's property, including the flow of pedestrian and vehicular traffic, and Grantee shall restore such Easement Area to a condition as good as that which existed prior to such repair and replacement.

4. Reservations by Grantor. Grantor hereby reserves the right (a) to locate other utilities in the aforesaid Easement Area subject to the approval of Grantee, which approval shall not be unreasonably withheld; (b) to use the surface area of the aforesaid Easement Area for any purpose whatsoever, other than construction of a building on the Easement Area, so long as such use does not substantially interfere with Grantee's right to utilize, maintain, repair and replace such storm sewer improvements (the use of the surface area for vehicular parking, vehicular and pedestrian traffic and for landscaping shall be deemed not to substantially interfere with Grantee's rights hereunder). Grantor shall not alter the grade of the Easement Area so as to interfere with the rights of Grantee under this Agreement.

5. Release of Easement. In the event Grantee, its successors, and assigns, shall abandon or no longer require the use of all or any part of the easement rights herein granted, the part no longer required shall automatically revert to Grantor and Grantee shall release such easement rights which Grantee shall no longer require. Grantee will be responsible for the removal of the storm sewer system and restoration of the easement area.

6. Indemnity. Grantee shall indemnify and hold Grantor harmless from and against any and all claims, liabilities, loss, judgments, damages, costs and expenses, or injuries to the Grantor's property or to Grantor, its, Lessees, employees, tenants, guests, contractors and invitees, as may be caused by the use of the Easement Area, or by actions taken on the Grantor's property, by any of Grantee, its employees, tenants, guests, contractors and invitees, whether or not such actions are involved with work on the Grantor's property undertaken by, or undertaken pursuant to contracts entered into by, the Grantee; without limiting the generality of the foregoing, the aforesaid covenant by Grantee to indemnify and hold harmless shall apply with respect to any mechanic's lien claims arising out of, or resulting from the performance of any work on the Grantor's property undertaken by, or undertaken pursuant to contracts entered into by, Grantee. Moreover, the aforesaid covenant by Grantee to indemnify and hold harmless shall include, the requirement that Grantee, at its expense, actually defend Grantor, its, Lessees, successors and assigns, in any such matters by attorneys approved by Grantor which approval will not be unreasonably withheld. Any damage to Grantee's employees, guests or invitees or their respective vehicles are solely the responsibility of Grantee.

7. Insurance. Grantee, at its sole cost and expense, shall maintain and keep in effect comprehensive commercial general liability insurance in the minimum amount of \$2,000,000, covering, without limitation, any liability for personal injury, bodily injury (including, without limitation, death) and property damage arising out of Grantee's acts, omissions, and use of the Easement Area. All general liability policies of insurance required herein shall name Grantor as an additional insured.

8. Binding on Successors: Joint and Several Liability. This Agreement shall be binding upon the parties hereto and their respective successors and assigns, including any homeowners' association who may take title to open space, generally, and shall run with the land. Upon Grantee's assignment of this Agreement, the rights and obligations of the Grantee hereunder shall pass to the assignee and the Grantee shall have no further obligations hereunder.

9. Counterparts. This Agreement may be executed in counterparts, each of which upon such execution shall be deemed an original.

10. Notices. Any notice, demand or request which may be permitted, required, or desired to be given in connection therewith shall be given in writing and directed to DEVELOPER and DISTRICT as follows:

To Grantor :	Forest Preserve District of Kane County
	1996 South Kirk Road
	Suite 320
	Geneva, Illinois 60134
	Attn: Benjamin Habarthur

With a copy to:

Attorney Gerald K. Hodge  
Kinnally, Flaherty, Krentz & Loran, P.C.  
2114 Deerpath Road  
Aurora, Illinois 60506  
[REDACTED]

To Grantee :

Crown Community Development  
1751 A West Diehl Road  
Naperville, IL 60563  
Telephone: [REDACTED]  
Attn: Jennifer Cowan  
Email: [REDACTED]

With a copy to:

Gould & Ratner LLP  
222 North LaSalle Street  
Suite 300  
Chicago, Illinois 60601  
Attn: John H. Mays / Nelly G. Rosenberg  
Telephone: [REDACTED]  
[REDACTED]

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**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed and delivered by their respective authorized agents the day and year first above written.

**GRANTOR:**

FOREST PRESERVE DISTRICT OF  
KANE COUNTY

By:   
Bill Lenert, President

**GRANTEE:**

SUGAR GROVE LLC

By:   
Authorized Signatory

**ATTEST:**

  
Mohammad Iqbal, Secretary

**EXHIBIT A**  
**Easement Depiction**

**EXHIBIT B**  
**Plat of Easement**

**EXHIBIT C**  
**Site Improvement Plans**

STATE OF ILLINOIS       )  
                                      : S.S.  
COUNTY OF KANE        )

I, the undersigned, a Notary Public in and for said County of Kane and State aforesaid, do hereby certify that Bill Lenert, personally known to me to be the President of the Forest Preserve District of Kane County, an Illinois Forest Preserve District, and Mohammad Iqbal, personally known to me to be the Secretary of said District, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said District.

Given under my hand and official seal this 13 day of May, 2025.

  
\_\_\_\_\_  
Notary Public

My Commission Expires 10/5/27



**EXHIBIT A**  
**Easement Depiction**

**EXHIBIT B**  
**Plat of Easement**

**EXHIBIT C**  
**Site Improvement Plans**

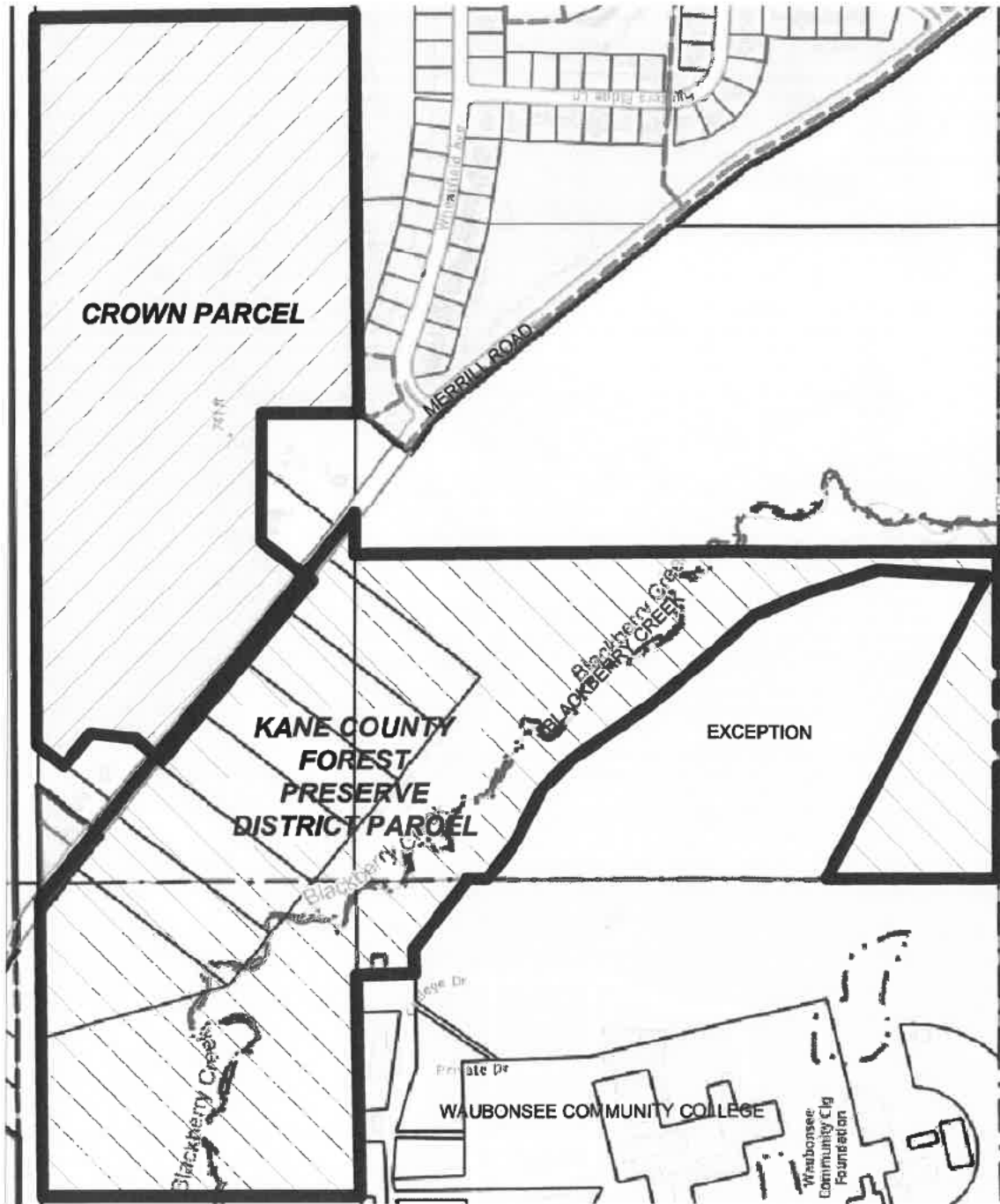


## *EXHIBIT A*

### THE GROVE – AREA 1 LEGAL DESCRIPTION:

LOT 9 IN THE GROVE SUBDIVISION BEING A SUBDIVISION OF THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 3rd, 2024 AS DOCUMENT NUMBER 2024K036091, ALL IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS.

# EXHIBIT B



## Kimley»Horn

4201 WINFIELD RD. STE. 600  
WARRENVILLE, IL 60555

Tel. No. (630) 487-5550  
DESIGN FIRM # 184002012-0008

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NTS'	DJN	BAS	July 3, 2025	168740009	1 OF 1

## EXHIBIT B

### PARCEL 1:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION FIVE, TOWNSHIP THIRTY-EIGHT NORTH, RANGE SEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FIVE; THENCE SOUTH 00 DEGREES 06 MINUTES 55 SECONDS WEST ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FIVE, A DISTANCE OF 465.43 FEET; THENCE NORTH 52 DEGREES 28 MINUTES 35 SECONDS WEST A DISTANCE OF 364.52 FT.; THENCE SOUTH 88 DEGREES 55 MINUTES 35 SECONDS WEST A DISTANCE OF 100.84 FT.; THENCE NORTH 01 DEGREES 06 MINUTES 05 SECONDS WEST A DISTANCE OF 237.78 FT. TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION FIVE; NORTH 88 DEGREES 55 MINUTES 35 SECONDS EAST A DISTANCE OF 395.51 FT. TO THE POINT OF BEGINNING, ALL IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS,

### PARCEL 2:

THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 4, (EXCEPT THAT PART LYING NORTH EAST OF THE CENTER LINE OF MERRILL ROAD); THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 4; THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5 (EXCEPT THAT PART LYING NORTHEAST OF THE CENTER LINE OF MERRILL ROAD); AND EXCEPTING THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF SAID SOUTH 1/2 OF THE NORTHWEST 1/4; THENCE SOUTH 88 DEGREES, 01 MINUTES, 0 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, 99.40 FEET TO THE CENTER LINE OF MERRILL ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 353 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID CENTER LINE 288.10 FEET TO THE NORTH LINE OF SAID SOUTH WEST 1/4; THENCE SOUTH 88 DEGREES, 36 MINUTES, 0 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTH WEST 1/4 356.24 FEET TO THE POINT OF BEGINNING, ALL IN TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS

### ALSO EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION FOUR, TOWNSHIP THIRTY-EIGHT NORTH, RANGE SEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 4, TOWNSHIP THIRTY-EIGHT NORTH, RANGE SEVEN, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREES 06 MINUTES 55 SECONDS WEST A DISTANCE OF 548.00 FEET; TO THE POINT OF BEGINNING; THENCE SOUTH 51 DEGREES 33 MINUTES 49 SECONDS EAST A DISTANCE OF 122.07 FEET; THENCE SOUTH 56 DEGREES 10 MINUTES 34 SECONDS EAST A DISTANCE OF 103.73 FEET; THENCE SOUTH 64 DEGREES 38 MINUTES 01 SECONDS EAST A DISTANCE OF 192.13 FEET; THENCE SOUTH 46 DEGREES 47 MINUTES 54 SECONDS EAST A DISTANCE OF 195.34 FEET; THENCE SOUTH 34 DEGREES 51 MINUTES 00 SECONDS EAST A DISTANCE OF 416.23 FEET; THENCE SOUTH 39 DEGREES 36 MINUTES 08 SECONDS EAST A DISTANCE OF 275.45 FEET; THENCE SOUTH 41 DEGREES 55 MINUTES 16 SECONDS EAST A DISTANCE OF 267.77 FEET; THENCE SOUTH 23 DEGREES 43 MINUTES 22 SECONDS EAST A DISTANCE OF 259.68 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 44 SECONDS EAST A DISTANCE OF 281.92 FEET;

THENCE SOUTH 03 DEGREES 15 MINUTES 08 SECONDS WEST A DISTANCE OF 330.58 FEET;  
THENCE SOUTH 01 DEGREES 43 MINUTES 53 SECONDS WEST A DISTANCE OF 130.51 FEET;  
THENCE NORTH 62 DEGREES 09 MINUTES 53 SECONDS WEST A DISTANCE OF 1426.32 FEET TO  
THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION FOUR; THENCE NORTH 00  
DEGREES 06 MINUTES 55 SECONDS EAST ON THE WEST LINE OF THE SOUTHWEST QUARTER  
OF SAID SECTION FOUR, A DISTANCE OF 1403.26 FEET; TO THE POINT OF BEGINNING, ALL IN THE  
TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

TAX PINS.:

PARCEL 1: 14-05-400-033

PARCEL 2: 14-05-200-034

14-05-200-035

14-05-200-036

14-04-100-015

14-04-100-016

14-04-100-017

14-04-100-018

14-04-300-004

14-04-100-019

14-04-300-005

14-04-100-020

14-04-300-006

14-04-100-009

14-04-300-016

EXHIBIT C

