

**FOREST PRESERVE DISTRICT**  
**LAND DEDICATION AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the **FOREST PRESERVE DISTRICT OF KANE COUNTY**, an Illinois municipal corporation, (“District”), and **CALATLANTIC GROUP, LLC**, a Delaware limited liability company, or its successors and assigns (“Developer”).

WHEREAS, the Forest Preserve District of Kane County, Illinois, is organized and existing under an Act of the General Assembly of the State of Illinois entitled “An Act to Provide for the Creation and Management of Forest Preserve Districts” approved June 27, 1913, as amended;

WHEREAS, the Developer will be constructing a residential subdivision (“Brighton Ridge”) in the Village of Sugar Grove (“Village”), which property consists of approximately 141 acres, more or less, located within the boundaries of the District;

WHEREAS, the Developer will be developing Brighton Ridge with 174 single-family detached homes and 148 townhomes in accordance with the applicable development agreement approved by the Village for Brighton Ridge, as may be modified by the Village and Developer;

WHEREAS, the Developer recognizes that adequate provision of open space will enhance Brighton Ridge and will provide additional amenities to current and prospective residents of Brighton Ridge;

WHEREAS, both the District and the Developer agree the dedication of open space within Brighton Ridge will provide recreational opportunities for the residents of Brighton Ridge and the District as a whole;

WHEREAS, from time-to-time persons desire to contribute land to the District by gift and for no consideration other than certain tax benefits that may be available to Developer as a result;

WHEREAS, the District is a special district of the State of Illinois and the transaction described herein will constitute a “charitable contribution” within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the District desires to receive lands by gift which meets its criteria for use for forest preserve purposes, and is otherwise acceptable to it.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. **Donation**. The Developer agrees to convey to the District, and the District agrees to accept, the area generally depicted as Lot 902 on the Preliminary Subdivision Plat prepared by Mackie Consultants, LLC, dated November 15, 2024, last revised January 17, 2025, and attached as Exhibit “A” (“Plat of Subdivision”), which area consists of approximately 42.19 acres (“Dedication Site”) and is legally described on Exhibit “B” (“Dedication Site Legal Description”). In addition to conveyance of the Dedication Site, Developer agrees

to provide the District with a cash contribution in the amount of twenty thousand dollars (\$20,000.00) ("**Cash Contribution**"), which amount shall be paid by Developer at the time of the Dedication Site's conveyance. Developer shall have no obligation to make payment of the Cash Contribution if conveyance of the Dedication Site does not occur. In the event Developer, in Developer's sole discretion, pursues treatment of the donation contemplated herein as a "charitable contribution" within the meaning of the Internal Revenue Code, District agrees to cooperate with Developer in providing any required documentation related to the same.

2. **Donation Value.** Developer and District agree that the fair market value of the Dedication Site to be donated shall be as set forth in an appraisal report to be obtained by Developer within one hundred and eighty days of the conveyance should Developer so elect to obtain said report, which shall be in the Developer's sole discretion. Any such appraisal shall be prepared by an Illinois MAI licensed real estate appraiser.
3. **Conveyance.** Conveyance to the District is expressly contingent upon Developer or its successors and assigns taking fee simple title to the Dedication Site. In the event Developer does not take title to the Dedication Site, this Agreement shall terminate and the Developer and District shall have no further obligation under the terms of this Agreement. Conveyance of the Dedication Site to the District shall occur within one hundred-eighty (180) days of Developer's notice to District of Developer's election to convey the Dedication Site to the District.
4. **Title Commitment.** Thirty (30) days prior to conveyance, the Developer shall tender a commitment for title insurance to the Park District. Developer and Village reserve the right to grant easements as may be deemed necessary at the Developer's and Village's sole discretion. If any utility and/or drainage easements are required to be located on the Dedication Site, the maintenance of the utility or drainage improvements located within the easement shall not be the responsibility of the District, except normal turf maintenance.
5. **Fox Metro Water Reclamation District.** The Developer and District acknowledge the Fox Metro Water Reclamation District ("FMWRD") maintains and utilizes the gravel maintenance path running from Lot 910 as depicted on the Plat of Subdivision to the west property line of Brighton Ridge for sanitary sewer maintenance access ("Maintenance Path"), which Maintenance Path shall be conveyed to the District as part of the Dedication Site. Upon conveyance of the Dedication Site to the District, the District acknowledges the Maintenance Path will continue to be utilized and maintained by FMWRD pursuant to the easement rights and obligations set forth in Document No. 98K074456 recorded with the Kane County Recorder's Office on August 18, 1998 and Document No. 2000K022746 recorded with the Kane County Recorder's Office on March 29, 2000.
6. **Dedication Site Condition.** The Developer shall dedicate the Dedication Site to the District in its natural condition. Except for those improvements shown on the Preliminary

Engineering Plan prepared by Mackie Consultants, LLC, dated November 15, 2024, last revised January 17, 2025, and attached hereto as Exhibit “C” (“Engineering Plan”) and other improvements as may be shown on the future final engineering plan, the Developer shall not make any improvements to the Dedication Site without authorization from the District, which authorization shall not be unreasonably withheld for improvements not shown on the Engineering Plan or future final engineering plan.

7. **Special Warranty Deed.** The Developer shall deed to the District by good and sufficient special warranty deed, title to the Dedication Site generally depicted on Exhibit A as Lot 902 and legally described on Exhibit B, subject to all existing conditions, covenants and restrictions of record.
8. **Liens.** Any monetary liens of a definite and ascertainable amount on the Dedication Site which interfere with the District’s title and use of the Dedication Site and which can be removed by payment of money shall be removed by the Developer at the Developer’s expense.
9. **Closing.** At the Closing, Developer shall deliver to District or the title company, as the case may be, the following, in a form and substance reasonably satisfactory to the District:
  - a. A special warranty deed duly executed and acknowledged by Developer, conveying to District title to the Dedication Site in proper form for recording and subject only to the permitted exceptions;
  - b. Information required to comply with 1099 reporting requirements;
  - c. A non-foreign affidavit in accordance with Sec. 1445 of the Internal Revenue Code;
  - d. Affidavit of title in customary form;
  - e. ALTA Statement, in duplicate;
  - f. Completed real estate transfer declarations signed by Developer in the forms required pursuant to such laws and ordinances, if applicable;
  - g. Any other affidavit or document required by the applicable title company or the Kane County Recorder of Deeds in connection herewith and any and all other documents which are customary or are necessary to comply with the terms of this Agreement.
10. **Notices.** All notices herein required shall be in writing and shall be served on the parties at the following addresses:
  - a. **To District:**  
Ben Haberthur, Executive Director  
Forest Preserve District of Kane County  
1996 South Kirk Road  
Geneva, Illinois 60134

With a copy to:

Attorney Gerald K. Hodge  
Kinnally, Flaherty, Krentz, Loran, Hodge & Masur, P.C.  
2114 Deerpath Road  
Aurora, Illinois 60506  
p-630/907-0909 f-630/907-1289

b. To Developer:

CalAtlantic Group, LLC  
1700 E. Golf Road, #1100  
Schaumburg, IL 60173

With Copy to:

Vincent Rosanova  
Rosanova & Whitaker, Ltd.  
445 Jackson Ave, Suite 200  
Naperville, IL 60540

11. **Regular Maintenance.** The Dedication Site, once accepted by, and granted and conveyed to the District, shall be maintained by the District in accordance with its regular maintenance program for other District sites. The District shall not be responsible for any maintenance on the Dedication Site until the District accepts the granting and conveyance of the Dedication Site.
12. **Improvement Maintenance.** Except for Regular Maintenance as set forth in Section 11 and as otherwise set forth herein, the District shall not be responsible for the maintenance of any drainage improvements or structures that may be located on the Dedication Site.
13. **Residents.** Nothing contained in this Agreement shall in any way be interpreted as granting to the residents of Brighton Ridge, either now or in the future, any rights in the Dedication Site or the improvements thereon not otherwise granted to residents of the District as a whole.
14. **Amenities.** The Developer agrees not to advertise, represent, or in any way imply that the District will provide any amenities on the Dedication Site that are not contemplated by this Agreement and depicted on the Engineering Plan.
15. **Associations.** The Developer agrees that the Dedication Site is not and shall not be placed under the authority of any association that may be in place now or in the future. It is the intention of the parties that so long as the Dedication Site is owned and maintained by the District, it shall not be subject to the imposition of any fees, duties or assessments such as those imposed by an association.

16. **Recordation.** The District, at its option, may record this Agreement with the Kane County Recorder of Deeds.

17. **"As-Is/Where-Is" Condition.** It is hereby agreed that (i) the Developer has made no representations or warranties concerning the Physical Condition (as hereafter defined) of the Dedication Site except as may be expressly contained in this Agreement and (ii) the District has agreed to accept the Dedication Site in its "as-is/where-is" condition. Accordingly, the parties do further agree that, from and after the Closing hereunder:

a. For purposes of this Section:

- i. "Physical Condition" shall mean any condition or situations existing on, under, at, or about the Dedication Site, the groundwater, sub-surface water, and / or the underground soil and geologic condition thereunder, as of the date of the execution of this Agreement which (i) constitutes any structural or mechanical defect in or violation of any code, law, ordinance or regulation with respect to the building, mechanical systems, site improvements or other improvements on the Dedication Site or (ii) constitutes a violation of any State of Illinois or federal Environmental Law, regulation or ordinance and/or and which does or reasonably might form the basis of any public or private claim or cause of action for the clean-up or remediation as a result of the release, threatened release, migration, or the existence of any contaminants, pollutants, toxic or hazardous substances or wastes, petroleum and petroleum by-products, crude oil or any fraction thereof, chemicals, wastes or substance (including, without limitation, regulated substances and hazardous waste and hazardous substances as such terms as commonly used and understood within the framework of existing federal and Illinois Environmental Laws and regulations).
- ii. "Dedication Site" shall mean the Dedication Site described in this Agreement together with the sub soils, geologic formations and groundwater thereunder
- iii. "Environmental Law" shall mean any federal or State of Illinois law, statute, regulation, rule, order, decree, judgment or direction concerning environmental protection or health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act, as amended, the Toxic Substances Control Act, as amended, and the Illinois Environmental Protection Act, as amended.
- iv. "Developer" shall mean the party designated herein and such party's heirs, personal representatives, successors, assigns, and grantees, and if such party

is an entity, then additionally such party's officers, employees, agents, partners, shareholders, directors, members and or managers.

- b. The Developer shall have no responsibility for the repair, replacement or correction of, or for any response or corrective actions or remediation of any Physical Condition at, on, under, or about the Dedication Site;
- c. The District hereby waives and releases any claim for contribution against, and covenants not to sue the Developer, whether asserted directly or indirectly, and whether in the nature of an action for contribution, third party proceeding or any other action or proceeding whatsoever, for all damages, regardless of when same might arise or accrue, including, by way of example only, claims and causes of actions in cost recovery, contribution or seeking equitable remedies, such as declaratory or injunctive relief, arising under the Comprehensive Environmental Response and Liability Act, 42 USC § 9601 et seq., Solid Waste Disposal Act, 42 USCA § 6901 et seq., Federal Water Pollution Control Act, 33 USCA § 1251 et seq., and the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and common law, as well as punitive damages, liabilities, costs, losses, diminutions in value, fines, penalties, demands, claims, cost recovery actions, lawsuits, administrative proceedings, orders, response action costs, compliance costs, investigation expenses, consultant fees, attorneys' and paralegals' fees and litigation expenses (collectively "Claims") arising out of or in connection with any Physical Condition or Environmental Law or with the migration of any such Physical Condition to any other site or location; and
- d. The District, for itself and its successors, assigns and grantees, hereby covenants and agrees that in consideration of this Agreement neither the District nor its successors or assigns shall directly or indirectly sue Developer for any Claims with respect to, or arising out of any Physical Condition or other condition of, or situation existing with respect to the Dedication Site or any Environmental Law. (The covenant and agreement of the District as set forth in the preceding sentence shall hereinafter be called the "Covenant Not To Sue"). The parties hereto understand and agree the District's Covenant Not To Sue as stated herein does not (i) apply to any breach by Developer of any of the Developer's representations as are set forth in this Agreement or to any action taken by the District to enforce any contractual obligations of the Developer as may be specifically set forth in this Agreement, and (ii) constitute an agreement or undertaking by District to indemnify Developer from third-party claims; provided, however, that the District agrees not to assign any claims against Developer to any third parties.

18. **District's Acknowledgments & Plat Amendments.** The District acknowledges the District is accepting the Dedication Site in reliance on District's own investigation, and the Dedication is in "as-is, where-is" condition with all faults and defects, latent or otherwise.

The District expressly acknowledges that, except as otherwise specified herein, the Developer makes and has made no representations of warranties, express or implied, or arising by operation of law, including, but not limited to, any warranty as to condition, merchantability or fitness for a particular use or purpose, with respect to any property or any matter related thereto.

The District and Developer further acknowledge that the Developer is in the process of seeking final plat of subdivision approval from the Village to subdivide the Brighton Ridge property and create legal lots of record, which subdivision shall be finalized prior to Closing. The Developer and District agree that based upon final engineering comments anticipated from the Village Engineer and FMWRD, the dimensions of the lots within Brighton Ridge as depicted on the Plat of Subdivision may be subject to modification. As such, the legal description for the Dedication Site to be attached to this Agreement as Exhibit "B" shall be determined at the time of final plat of subdivision approval and incorporated herein.

19. **Environmental Contingency:** Notwithstanding anything herein to the contrary, this Agreement is expressly subject to a right of inspection of the Dedication Site and any improvements thereon by the District and determination by the District, in its sole discretion, that the condition of the Dedication Site and any improvements thereon are acceptable to it, which inspection and determination shall be made by the District within ninety (90) days of the execution of this Agreement. All information, studies and reports obtained by District shall be kept confidential. Any entry, inspection and related activities by the District are at the District's own respective risk. The District shall give Developer reasonable advance notice prior to entry to the Dedication Site, and Developer may have its representative present during any entry. The District shall restore any damage to the Dedication Site caused by entry, activities and inspections by the District. Further, the District will indemnify, defend, and hold the current owner/seller, Developer, and their respective successors and assigns harmless against and from all liabilities, demands, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including reasonable attorneys' and expert witness fees, sustained or incurred by Developer or its affiliates, successors or assigns as a result of or arising out of or by virtue of: any entry, investigations, examinations, inspections and tests on or to the Dedication Site, and any mechanics' liens arising out of those entry, investigations, examinations, inspections and tests. The District's obligations under this section survive Closing, termination of this Agreement, and signing and delivery of the special warranty deed. "Reports" means any reports generated by any engineers, technicians, or consultants with respect to the Dedication Site.
20. **Release & Indemnity.** District fully releases and discharges the current owner/seller and Developer from and relinquishes all rights, claims and actions that District may have or acquire against the current owner/seller and Developer which arise out of or are in any way connected with the condition of the Dedication Site.

**21. Miscellaneous**

- a. This Agreement shall be binding upon the parties hereto and their successors and assigns.
- b. In the event of a default by any party hereunder, the non-defaulting party shall be entitled to seek specific performance as the party's sole and exclusive remedy hereunder.
- c. All costs and expenses, including but not limited to court costs and reasonable attorney's fees, incurred by the non-defaulting party as a result of the default or the defaulting party shall be paid by the defaulting party.
- d. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signature.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 2025.

**FOREST PRESERVE DISTRICT OF KANE COUNTY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**CALATLANTIC GROUP, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_



**Exhibit A**  
**Plat of Subdivision**

**Exhibit B**  
**Dedication Site Legal Description**

[AS DETERMINED AT THE TIME OF FINAL PLAT OF SUBDIVISION APPROVAL]

**Exhibit C**  
**Engineering Plan**