

[FOR RECORDER'S USE]

GRANT OF STORM WATER DISCHARGE EASEMENT

This Premises Donation Agreement ("Agreement") is entered into as of _____, 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.

W I T N E S S E T H:

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 _____ Dated _____, 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
p-630/907-0909
f-630/907-1289

To Grantee : Crown Community Development
1751 A West Diehl Road
Naperville, IL 60563
Telephone: (630) 851-5490
Attn: Jennifer Cowan
Email: jcowan@crown-chicago.com

With a copy to: Gould & Ratner LLP
222 North LaSalle Street
Suite 300
Chicago, Illinois 60601
Attn: John H. Mays / Nelly G. Rosenberg
Telephone: 312-236-3003
Email: jmays@gouldratner.com
nrosenberg@gouldratner.com

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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

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 ____ day of _____, 2025.

Notary Public

My Commission Expires _____

EXHIBIT A
Easement Depiction

EXHIBIT B
Plat of Easement

EXHIBIT C
Site Improvement Plans