

**GRANT OF UTILITY EASEMENT FOR SANITARY AND WATER SERVICE
AGREEMENT**

THIS GRANT OF UTILITY EASEMENT FOR SANITARY AND WATER SERVICE (“**Easement Agreement**”) made as of _____, 2025, by and between Forest Preserve District of Kane County, located at 1996 S. Kirk Road, Suite 320, Geneva, Illinois, 60134 (“**Grantor**”), and property owner(s) of 1260, 1262, and 1264 Cedar Avenue referred to herein as (“**Grantee**”) and collectively referred to as (“the **Parties**”)

RECITAL

A. The GRANTEE holds fee simple title to certain real property located along Cedar Avenue, Elgin, Illinois, which real property is legally described on Exhibit A attached hereto and made a part hereof (the “**Parcels**”)

B. GRANTOR owns the real property known as the ‘Fox River Trail’ located in Elgin, Illinois that is improved with, a pedestrian trail/bicycle path which real property is legally described on Exhibit B attached hereto and made a part hereof (the “**Grantor Parcel**”).

C. GRANTOR agrees to grant a utility easement for sanitary and water service to the GRANTEE over a certain portion of the GRANTOR Parcel for a onetime fee of Five Thousand Dollars (\$5,000.00).

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 a perpetual utility easement under and through the GRANTOR Parcel, which Easement Area is more particularly identified on Exhibit C attached hereto and made a part hereof (the “**Easement Area**”), for the purpose of the permitting the construction, by directional boring, and maintenance of Sanitary and Water Service to GRANTEE’s Property in accordance with the Final Engineering Improvement Plans for 1260, 1262, & 1264 Cedar Ave. Sanitary and Water Service Connection

prepared by Scheflow Engineering and dated 05/21/2024 and made part of hereof as Exhibit D ("**Engineering Plans**") installed within the Easement of GRANTOR's Property.

3. Repair and Maintenance. GRANTEE shall perform, at its sole cost and expense, any installation, maintenance, repair and replacement of said Sanitary and Water Service. GRANTEE shall have the right to enter onto the Easement Area to repair and/or replace the Sanitary and Water Service 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 maintain, repair and replace such Sanitary and Water Service (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).

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 and remove or properly decommission the Sanitary and Water Service in accordance with sound engineering policies and practices and in accordance with any applicable requirements.

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 Parcel or to GRANTOR, its employees, tenants, guests, contractors and invitees, as may be caused by the use of the Easement Area, or by actions taken on the GRANTOR Parcel, by any of GRANTEE, its employees, tenants, guests, contractors and invitees, whether or not such actions are involved with work on the GRANTOR Parcel 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 Parcel undertaken by, or undertaken pursuant to contracts entered into by, GRANTEE. Moreover, the aforesaid covenant by GRANTEE to indemnify and hold harmless shall include, if requested by GRANTOR, the requirement that GRANTEE, at its expense, actually defend GRANTOR, its 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 during the course of construction, 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. Furthermore, the obligation of GRANTEE, including the indemnification obligations set forth above, shall be joint and several.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**FOREST PRESERVE DISTRICT
OF KANE COUNTY**

**Owner Paul W. Sommer Trust: 1260, 1262 & 1264
Cedar Ave., Elgin, IL**

By: _____
Bill Lenert, President

By: _____
Name

ATTEST:

ATTEST:

By: _____
Mo Iqbal, Secretary

By: _____
Name

EXHIBIT A

PARCELS

Legal Description

Commonly known as: 1260, 1262, AND 1264 Cedar Ave. Elgin, Illinois_

PIN: 06-01-376-015; 06-01-376-016; and 06-01-376-017

EXHIBIT B

Grantor Parcel

Commonly known as FOX RIVER TRAIL

PIN: _06-01-200-011__

EXHIBIT C
EASEMENT AREA

SEE ATTACHED

EXHIBIT D
ENGINEERING PLANS

SEE ATTACHED