

INTERGOVERNMENTAL EASEMENT AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT
OF KANE COUNTY AND THE VILLAGE OF CARPENTERSVILLE

This Grant of Easement ("Agreement") made this ___ day of ___, 2025, by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY (hereinafter sometimes referred to as "Grantor"), and the VILLAGE OF CARPENTERSVILLE, an Illinois Municipal corporation, (hereinafter referred to as "Village" and "Grantee"), The Grantor and Grantee are sometimes collectively referred to as the "Parties").

WHEREAS, Grantor is the owner of certain real property situated in the County of Kane, State of Illinois, known as the 'Fox River Trail in the Village of Carpentersville, as depicted and described in the Plat of Easements prepared by WT Group LLC, dated April 9, 2025, attached hereto as Exhibits A and made a part hereof by this reference ("Subject Parcels"). The easements depicted on Exhibit A are parts of Parcels No. (03-11-301-002; & 03-10-400-016) which parcels were conveyed under a deed of conveyance to the Grantor; and

WHEREAS, the Village desires to obtain from the Grantor, and Grantor agrees to grant to the Village, Permanent Easements (collectively referred to as 'Easement Areas') for storm water management purposes within the Subject Parcels as described in Exhibit 'A' attached here to and forming a Permanent Easement for the purposes of the construction and maintenance of a storm water outfall conveyance system in the Easement Areas as described in 'Site improvement plans' for Habitat for Humanity Development outfall conveyance system; and

WHEREAS, the Parties have agreed to the granting of such easements to the Village for such purposes and pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the acceptance of this grant by the Village and for other good and valuable consideration, the Grantor grants to the Village a right in, over, along and under the Permanent and Temporary Easement for the purposes of construction, replacing, removing, maintaining and using the easements for storm water conveyance system, subject to the following terms and conditions:

1. The Village shall have the right to construct, repair, maintain and replace a storm water conveyance system within the Permanent Easement. The storm water conveyance system structure shall be constructed, repaired, replaced, maintained and used in a workmanlike manner.
2. The Village shall immediately following construction or maintenance of the storm water conveyance system, remove or cause to be removed from the Easement Areas, all debris, surplus material and construction equipment, leaving such Easement Areas in a neat and presentable condition. The Village shall further have a continuing obligation to restore promptly to a level surface any portion of those

Easement Areas that may settle and to restore the Easement Areas to their original condition as existed immediately prior to the exercise of the easement rights granted herein as is reasonably practicable; provided, however, that Village shall not be obligated to replace or repair any trees, bushes, shrubs, or other plant material that are removed by either of them during the exercise of the easement rights granted herein. Village agrees, however, to use reasonably practicable efforts to minimize the removal of such plant material.

3. The Village shall have the right of ingress to and egress from the Easement Areas for the purposes of construction, repair, replacement and maintenance and to otherwise exercise the easement rights granted herein.
4. The Village shall have the right from time to time to trim and cut down and clear away any and all trees and brush now or hereafter on the Permanent Easement or overhanging the Permanent Easement that, in the opinion of the Village, may interfere with the use and operation of the storm water conveyance system.
5. Grantor reserves the right to use the Easement Areas and to grant other and further easements to third parties for all purposes that will not interfere with full enjoyment of the rights granted by this instrument; provided, however, the Grantor shall not erect or construct any building or shelter, nor shall Grantor plant any trees, on the Easement Areas without the prior written consent of Village. Grantor shall also not grant any additional easements over the Easement Areas which unreasonably interfere with full enjoyment of the rights granted by this instrument.
6. The Permanent Easement shall be limited in its scope of use to the provision of storm water conveyance system and appurtenances thereto as described in Exhibit B: (Site improvement plans for Habitat for Humanity Development outfall conveyance system).
7. The Village for itself, its agents and independent contractors, hereby agrees to indemnify and hold Grantor and its successors harmless from third party claims for personal injuries or property damage arising directly as a result of their respective work in the Easement Areas during construction or during any subsequent maintenance or repair thereof. Village further agree to indemnify and hold harmless Grantor from any and all liens placed against the Easement Areas arising from said construction, maintenance or repair activities conducted by or through such party.
8. That no amendment, revision or modification hereof shall be effective unless it is in writing and signed by all Parties hereto.

9. That this Agreement and Exhibits attached hereto constitute the entire agreement between the Parties and is intended as a complete and exclusive statement of the terms of the Parties' agreement, and it supersedes all prior and concurrent promises, representations, proposals, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.
10. That this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
11. That Village may utilize the services of third party contractors, employees, homeowners associations, or other agents to perform work in the Easement Premises. The subject work will be contracted for by private developers and dedicated to Village, as the case might be, upon completion and acceptance.
12. That Grantor hereby represents and warrants to Village that it is the fee simple title holder of the Subject Parcels and that it has the full power and authority to enter into and make the agreements provided herein.
13. That this Agreement shall be binding on the parties hereto, their successors and permitted assigns and shall run with the land.
14. That this Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
15. That this Agreement shall be recorded by Village at the Village's cost with the Kane County Recorder.

SIGNATURE PAGES FOLLOW

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

ATTEST:

Mohammad Iqbal, Secretary

GRANTEE:

VILLAGE OF CARPENTERSVILLE

By: _____
John M. Skillman, Village President

ATTEST:

Caryn Minor, Village Clerk

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 _____

STATE OF ILLINOIS)
 : S.S.
COUNTY OF K A N E)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that John M. Skillman, personally known to me to be the President of the Village of Carpentersville, and Caryn Minor, personally known to me to be the Clerk of said Village, 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 Clerk, they signed and delivered the said instrument as the President and Clerk of said Village.

Given under my hand and official seal this ____ day of _____, 2025.

Notary Public

My Commission Expires _____

See Plat of Easement Attached Hereto as Exhibit A



Site improvement plans for Habitat for Humanity Development outfall conveyance system

