1996 S. Kirk Rd. Suite 320
Geneva, IL 60134

Kane County

Forest Preserve District, Land Acquisition Committee

Agenda

President Bill Lenert, Chair Anita Lewis, Vice-Chair Mike Linder, Sonia Garcia, Michelle Gumz, Bill Roth, Jarett Sanchez

Thursday, April 24, 2025 **8:30 AM** **3rd Floor Board Room**

I. Call To Order
Remote Attendance Approval

II. Approval of Minutes from March 27, 2025

III. Public Comment (Each Speaker is limited to three minutes)

IV. Closed Session to Discuss Land Acquisition, License Agreements, Potential Litigation and Personnel

V. New or Unfinished Business

TMP-25-505 Resolution Approving a Storm Water Easement Agreement at Hannaford Woods Forest Preserve with Crown Development

TMP-25-504 Resolution Authorizing the Acceptance of Lands by Gift in the Village of Sugar Grove

VI. Communications

VII. Chairman's Comments

VIII. Adjournment
Adjournment until: Thursday, May 29, 2025 at 8:30 a.m. in person at the Forest Preserve District Administration Offices 1996 S. Kirk Road, Suite 320 Geneva, Illinois and via zoom
https://zoom.us/j/6302325980? pwd=aURTSGJoRlVJNDRCcHJXd3dvaVVrUT09
Meeting ID: 630 232 5980 Password: 24680 The Request to Speak Form on the Districts' website must still be completed for guests to speak at the meeting.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FP RESOLUTION NO. TMP-25-505

RESOLUTION APPROVING A STORM WATER EASEMENT AGREEMENT AT HANNAFORD WOODS FOREST PRESERVE WITH CROWN DEVELOPMENT

WHEREAS, the Forest Preserve District of Kane County, 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; and

WHEREAS, the Forest Preserve District of Kane County, Kane County, Illinois and Sugar Grove LLC desire to enter into an easement agreement for the installation of a new storm water conveyance system, adjacent to Merrill Road on Forest Preserve property, at Hannaford Woods Forest Preserve; and

WHEREAS, Sugar Grove LLC is requesting a permanent easement that will allow for the installation and maintenance of a level spreader system that will help to reduce erosion from the existing Merrill Road culvert onto Forest Preserve Property; and

WHEREAS, Sugar Grove LLC and their successors will be responsible for the maintenance and replacement of the level spreader system.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois, that the President and Secretary of the District be and hereby are, authorized to execute and deliver the easement agreement attached hereto as Exhibit A, on behalf of the District.

APPROVED AND PASSED on this 13th day of May 2025.

_____	_____
Bill Lenert	Mohammad Iqbal
President, Kane Forest Preserve	Secretary, Kane Forest Preserve
Kane County, Illinois	Kane County, Illinois

AGENDA MEMORANDUM

DATE: April 24, 2025

TO: Forest Preserve District Land Acquisition Committee

FROM: Jennifer Rooks-Lopez, Director of Planning and Land Protection

SUBJECT: Presentation and Approval of a Resolution Approving a Storm Water Easement Agreement with Crown Community Development at Hannaford Woods/Nickels Farm Forest Preserve

PURPOSE:
The purpose of this memorandum is to provide the Committee with information to consider granting a storm water easement to Crown Community Development at Hannaford Woods/Nickels Farm Forest Preserve in Sugar Grove.

BACKGROUND:
Hannaford Woods/Nickels Farm Forest Preserve is comprised of 400 acres that surround Waubonsee Community College in Sugar Grove. The majority of the northern boundary of the preserve is defined by Merrill Road.

Crown Community Development (Crown) is beginning construction on Phase 1 of its 760-acre mixed-use development known as "The Grove", this summer. Phase 1 of the project is primarily residential units on the north side of Merrill Road and bounded by Illinois 47 to the west. The land on which this project is to be built drains to the south via culvert onto Hannaford Woods. The current land use is agricultural. Crown's development project will decrease the amount of permeable surface across their project area and thereby increase the amount of stormwater to be managed north of Merrill Rd.

In early 2025 the District was contacted by the Village of Sugar Grove and Crown with a request for a stormwater easement. Illinois drainage law requires the District, as a downstream neighbor, to natural volumes of water from upstream neighbors (to permit drainage), but has provisions to ensure water velocity does not increase on downstream neighbors, which could result in soil erosion.

Staff met with Crown and their engineers in March to evaluate changes in stormwater volume and velocities and how they might affect Hannaford Woods. Staff specified changes in the stormwater discharge point that will ensure the stormwater that discharges under Merrill Road and onto Forest Preserve property will be properly managed. These requirements primarily consist of a new level spreader, which is a device that converts the high energy level in high-velocity flow into sheet flow, thereby dispersing the energy in the discharged water, so that it may infiltrate into the soil.

The proposed easement is necessary to provide stormwater discharge for Crown's Phase 1 development and to allow access for discharge point improvements and perpetual maintenance, post construction.

Crown Community Development also does business as Sugar Grove LLC.

FINANCIAL IMPACT:
There is no financial impact to the District. Crown and its successors (including any future Homeowners Association) will be responsible for all maintenance.

RECOMMENDATION:
Staff recommends the Committee approve the Stormwater Easement Agreement with Crown Development at Hannaford Woods/Nickels Farm Forest Preserve in Sugar Grove.

ATTACHMENTS:

Countywide Locator Map

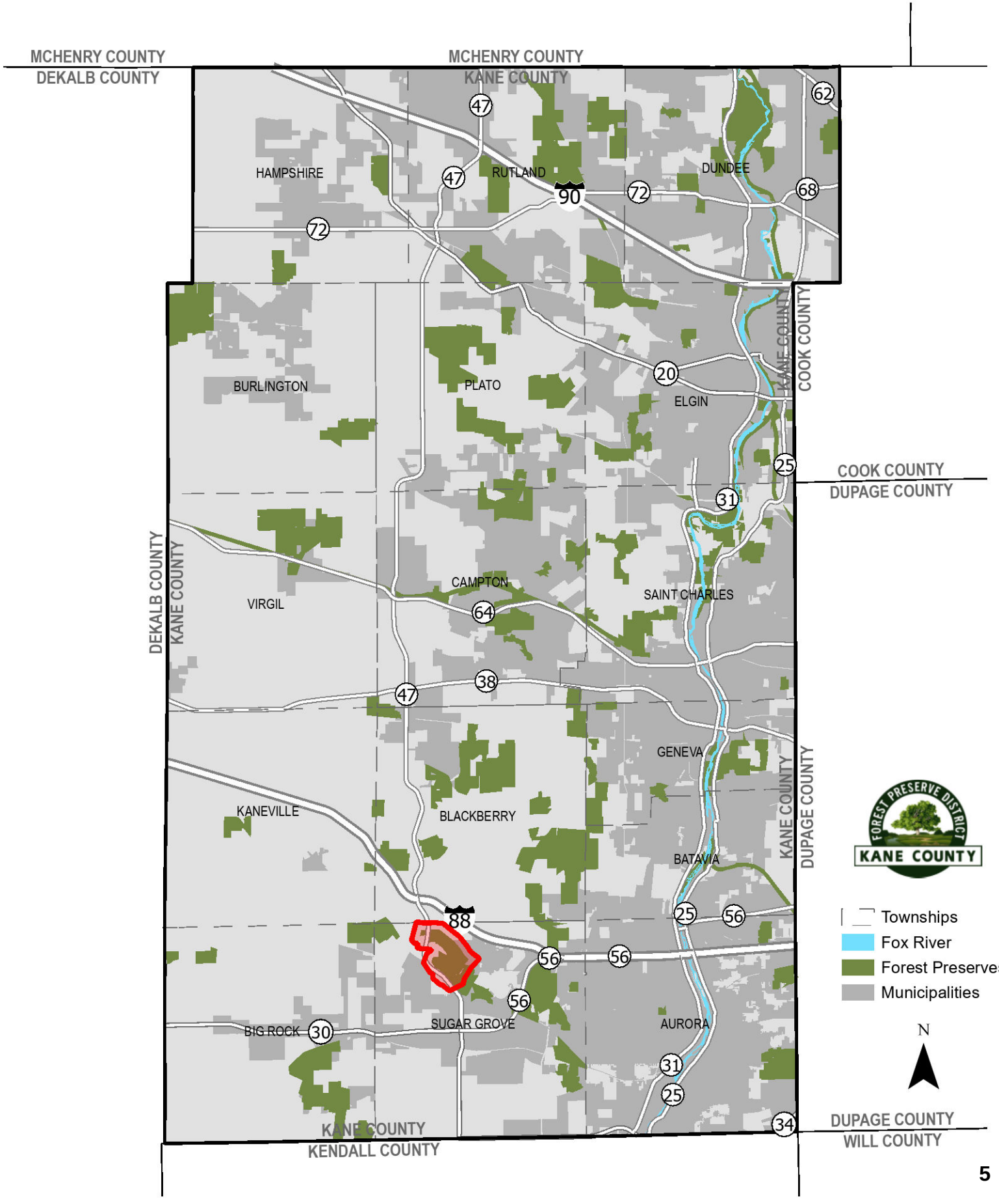
Easement Agreement

Plat of Easement

Hannaford Woods_Nickels Farm F.P.

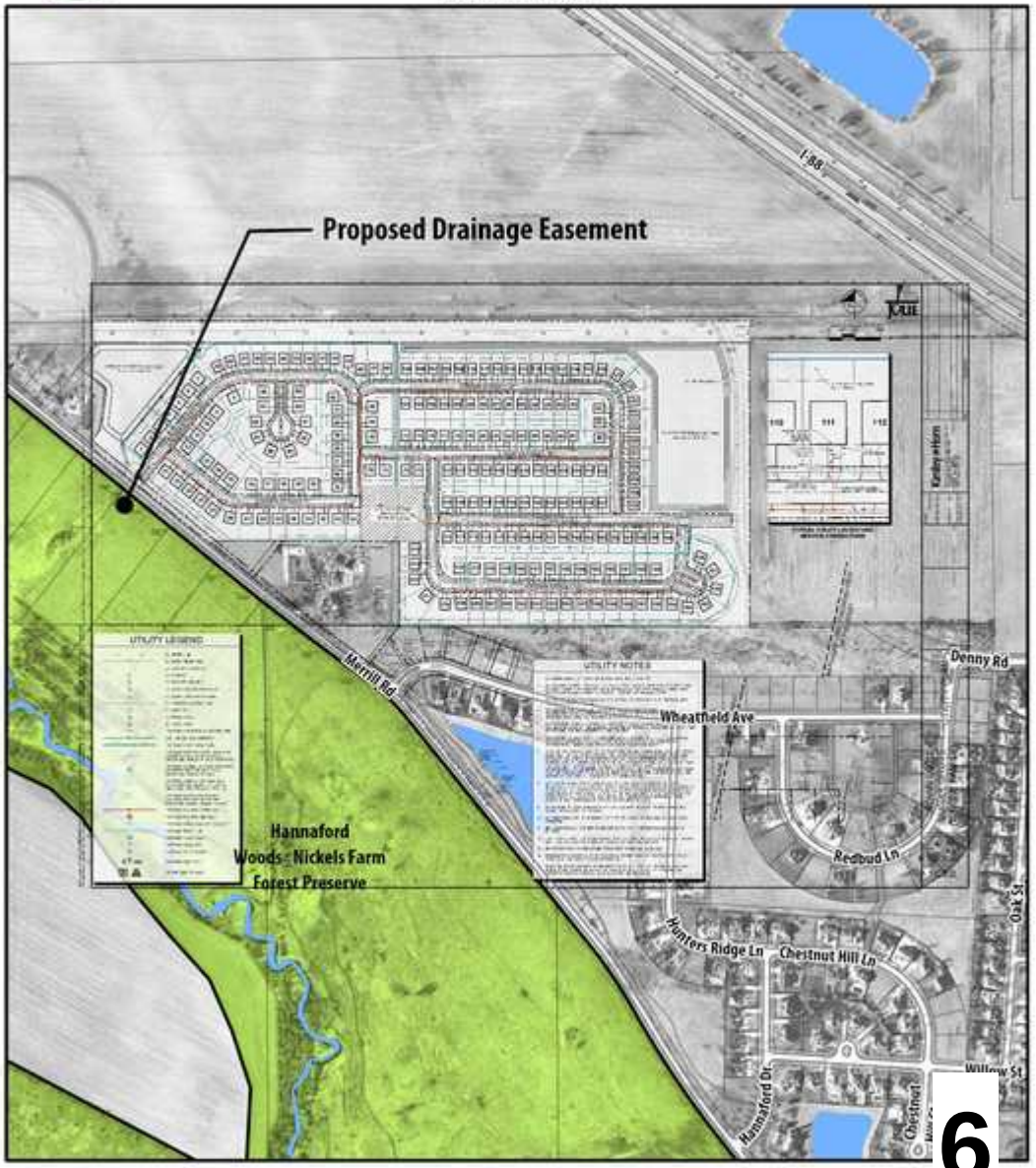
County Location Map

Sugar Grove, IL



KANE COUNTY

CROWN LOT 1 SUGAR GROVE DEVELOPMENT OVERLAY
NORTHEAST OF HANNAFORD WOODS/NICKELS FARM FOREST PRESERVE
SUGAR GROVE, IL



6

0 0.25 0.5 Miles

Forest Preserve

Open Water

N

4/17/2025

[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 Haberthur

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

ATTEST:

_____
Mohammad Iqbal, Secretary

GRANTEE:

SUGAR GROVE LLC

By: _____
Authorized Signatory

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

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FP RESOLUTION NO. TMP-25-504

RESOLUTION AUTHORIZING THE ACCEPTANCE OF LANDS BY GIFT IN THE VILLAGE OF SUGAR GROVE

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”), and wishes to donate approximately 42 acres, more or less, located within the boundaries of the District; and

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; and

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; and

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; and

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 that the Forest Preserve District of Kane County, Kane County, Illinois Board of Commissioners be and hereby is, authorized to accept as donation the real estate as described in Exhibit A.

APPROVED AND PASSED on this 13th day of May 2025.

_____	_____
Bill Lenert	Mohammad Iqbal
President, Kane Forest Preserve	Secretary, Kane Forest Preserve
Kane County, Illinois	Kane County, Illinois

AGENDA MEMORANDUM

DATE: April 24, 2025

TO: Forest Preserve District Land Acquisition Committee

FROM: Jennifer Rooks-Lopez, Director of Planning and Land Protection

SUBJECT: Presentation and Approval of a Resolution Approving a Donation Agreement with Lennar Homes adjacent to Bliss Woods Forest Preserve

PURPOSE:
The purpose of this memorandum is to provide the Committee with information to consider accepting approximately 42 acres of land, by donation from Lennar Homes, adjacent to Bliss Woods Forest Preserve in Sugar Grove.

BACKGROUND:
Lennar Homes is in the process of receiving final approval from the Village of Sugar Grove for a 322-unit residential development (174 single-family home; 148 townhome) at the intersection of Galena Rd and Illinois Route 56. Known as Brighton Ridge, this development is adjacent to the District's 235-acre Bliss Woods Forest Preserve.

In early 2025, the District was contacted by Lennar Homes at the behest of Sugar Grove Park District. Lennar is seeking to dedicate approximately 42 acres of land to the District, as the incorporation of open space into the development will enhance the desirability of living at Brighton Ridge.

Staff evaluation of the natural area value of the donation parcel show it to be comprised primarily of non-native species and in need of restoration; however, this parcel will link the District's Aurora West (715 acres) and Bliss Woods Forest Preserves. Protection of this parcel will assist with maintenance of the Virgil Gilman Trail as well as provide a transportation corridor and habitat for our native wildlife.

Staff and legal counsel have worked with Lennar to ensure that the proposed property boundaries will not create any undue encroachment burden, and clarified that the Fox Metro Water Reclamation District maintenance path onsite remains the maintenance responsibility of that District.

Additionally, Lennar Homes will be donating $20,000 to the District to begin the ecological restoration on the donated parcel.

FINANCIAL IMPACT:
There is no financial cost to the District. Lennar Homes will be donating $20,000 for ecological restoration.

RECOMMENDATION:
Staff recommends the Committee accept the approximately 42-acre donation from Lennar Homes, adjacent to Bliss Woods Forest Preserve in Sugar Grove.

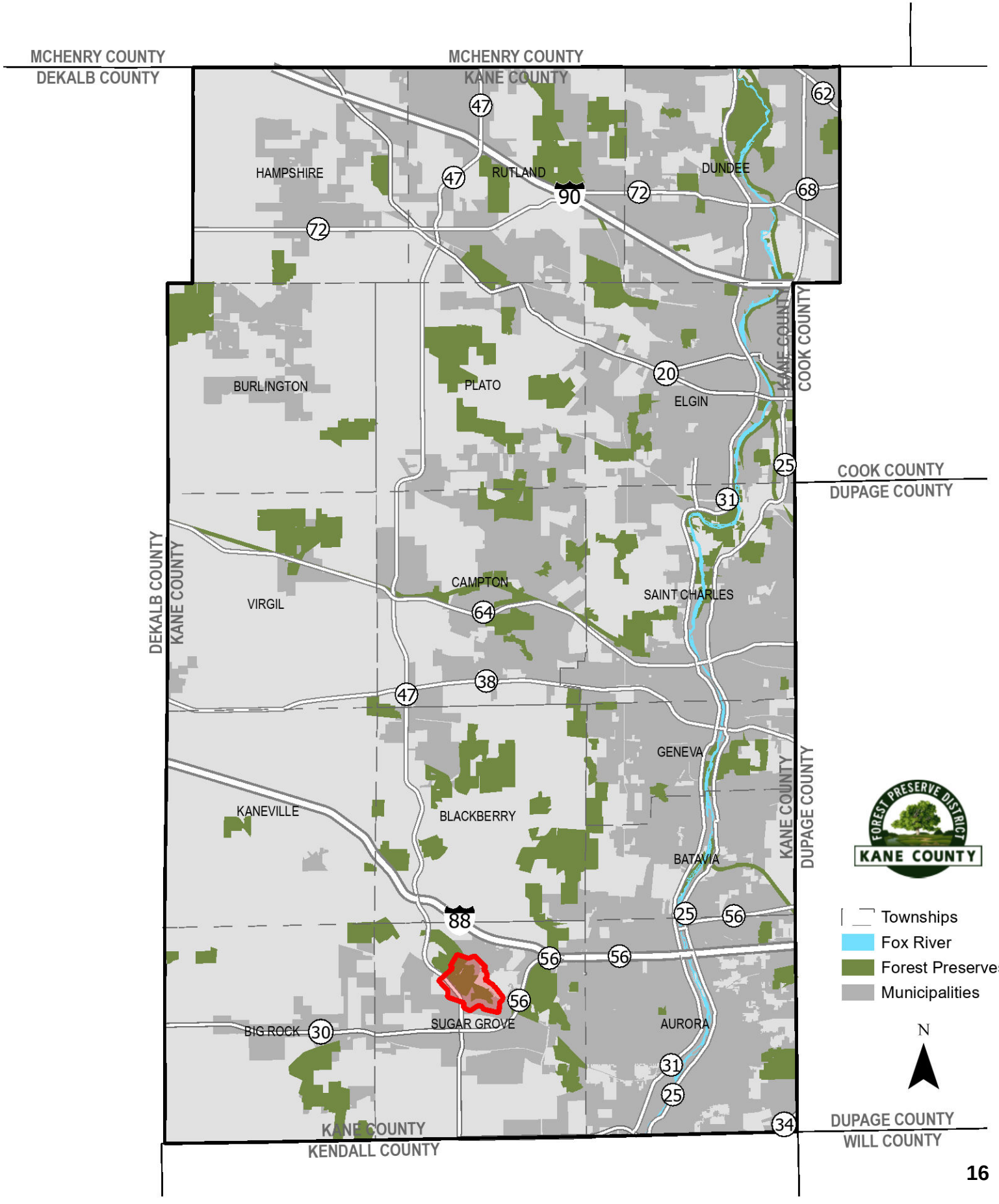
ATTACHMENTS:

Countywide Locator Map
Forest Preserve Map
Plat of Subdivision
Easement Agreement

Bliss Woods F.P.

County Location Map

Sugar Grove, IL



Location Map
Brighton Development
Sugar Grove, IL

0 0.15 0.3 0.6 Miles

Path: M:\Planning and Development\GIS\Template Maps\FP_AcquisitionMaps_Template.aprx

OPEN SPACE EXHIBIT
SUGAR GROVE, ILLINOIS

09/30/2024

LENNAR

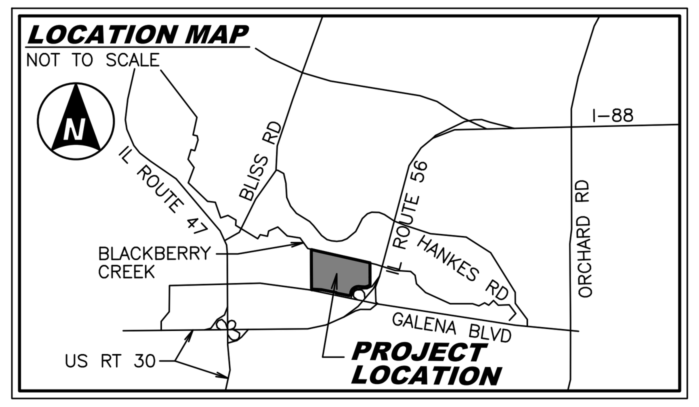
GRWA

PRELIMINARY SUBDIVISION PLAT

BRIGHTON RIDGE

BEING A SUBDIVISION OF PART OF SECTION SECTION 15, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN SUGAR GROVE, KANE COUNTY, ILLINOIS

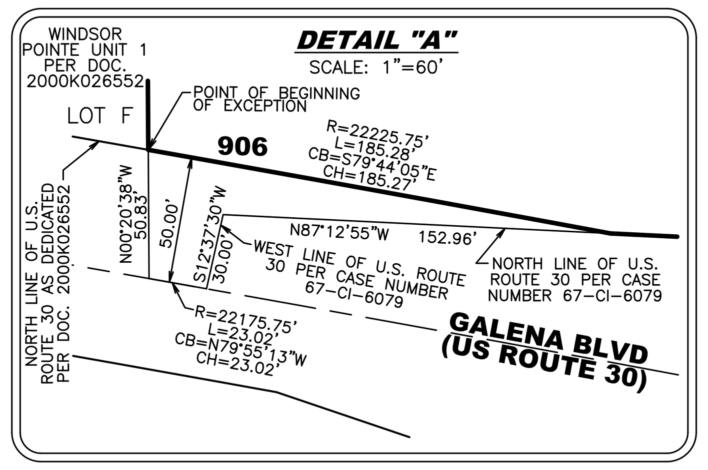
LOCATION MAP
NOT TO SCALE



P.I.N.'s:

14–15–100–007
14–15–100–010
14–15–200–004
14–15–200–007
14–15–200–028
14–15–200–029
14–15–200–035
14–15–200–061
14–15–200–062
14–15–200–063
14–15–200–064
14–15–300–008
14–15–400–011
14–15–400–017
14–15–400–018
14–15–400–021
14–15–400–023
14–15–400–025

DETAIL "A"
SCALE: 1"=60'



PROPERTY DESCRIPTION:

THAT PART OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 15; THENCE SOUTH 00 DEGREES 27 MINUTES 09 SECONDS EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, 1857.20 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 27 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE 787.40 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE SOUTH 00 DEGREES 02 MINUTES 47 SECONDS EAST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15, 440.86 FEET, TO THE NORTH LINE OF F.A.I. ROUTE 141, ACCORDING TO PROCEEDINGS HELD IN THE CIRCUIT COURT FOR THE 16TH JUDICIAL CIRCUIT, KANE COUNTY, ILLINOIS, AS CASE 67–CI–6079; THENCE 389.14 FEET, ALONG AN ARC, CONCAVE TO THE NORTH, HAVING A RADIUS OF 532.65 FEET, WITH A CHORD BEARING SOUTH 73 DEGREES 57 MINUTES 20 SECONDS WEST, 380.54 FEET; THENCE NORTH 85 DEGREES 06 MINUTES 55 SECONDS WEST, 240.00 FEET; THENCE 412.70 FEET, ALONG AN ARC, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 449.00 FEET, WITH A CHORD BEARING SOUTH 68 DEGREES 33 MINUTES 10 SECONDS WEST, 398.32 FEET; THENCE 195.25 FEET, ALONG AN ARC, CONCAVE TO THE EAST, HAVING A RADIUS OF 359.00 FEET, WITH A CHORD BEARING SOUTH 26 DEGREES 38 MINUTES 25 SECONDS WEST, 192.85 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 34 SECONDS WEST, 158.10 FEET; THENCE SOUTH 60 DEGREES 45 MINUTES 32 SECONDS WEST, 69.05 FEET, TO THE NORTH LINE OF U.S. ROUTE 30, ACCORDING TO SAID CASE 67–CI–6079; THENCE NORTH 78 DEGREES 56 MINUTES 26 SECONDS WEST, 746.13 FEET; THENCE NORTH 11 DEGREES 03 MINUTES 34 SECONDS EAST, 25.00 FEET; THENCE NORTH 78 DEGREES 56 MINUTES 26 SECONDS WEST 848.75 FEET; THENCE NORTH 86 DEGREES 49 MINUTES 10 SECONDS WEST, 506.03 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 34 SECONDS WEST, 30.00 FEET TO THE CENTER LINE OF SAID U.S. ROUTE 30; THENCE 23.06 FEET, ALONG AN ARC CONCAVE TO THE SOUTH, HAVING A RADIUS OF 22175.75 FEET, WITH A CHORD BEARING NORTH 79 DEGREES 32 MINUTES 37 SECONDS WEST, 23.06 FEET, TO A LINE DRAWN PARALLEL WITH AND 577.50 FEET WEST OF, AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 15, THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 15; THENCE NORTH 00 DEGREES 21 MINUTES 15 SECONDS WEST, ALONG SAID PARALLEL LINE 2219.87 FEET; THENCE SOUTH 77 DEGREES 18 MINUTES 05 SECONDS EAST, 3335.52 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT F IN WINDSOR POINTE UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 12, 2000, PER DOCUMENT 2000K026552 AND ALSO A POINT BEING ON A LINE DRAWN PARALLEL WITH AND 577.50 FEET WEST OF, AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 15, THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 15; THENCE 185.28 FEET ALONG AN ARC CONCAVE SOUTHERLY, HAVING A RADIUS OF 22225.75 FEET, WITH A CHORD BEARING SOUTH 79 DEGREES 44 MINUTES 05 SECONDS EAST, 185.27 FEET TO THE NORTH LINE OF U.S. ROUTE 30, ACCORDING TO PROCEEDINGS HELD IN THE CIRCUIT COURT FOR THE 16TH JUDICIAL CIRCUIT, KANE COUNTY, ILLINOIS, AS CASE NUMBER 67–CI–6079; THENCE NORTH 87 DEGREES 12 MINUTES 55 SECONDS WEST, 152.96 FEET ALONG SAID LINE TO THE WEST LINE OF U.S. ROUTE 30, ACCORDING TO SAID CASE 67–CI–6079; THENCE SOUTH 12 DEGREES 37 MINUTES 30 SECONDS WEST, 30.00 FEET TO THE CENTERLINE OF SAID U.S. ROUTE 30; THENCE 23.02 FEET, ALONG AN ARC CONCAVE SOUTHERLY, HAVING A RADIUS OF 22175.75 FEET, WITH A CHORD BEARING NORTH 79 DEGREES 55 MINUTES 13 SECONDS WEST, 23.02 FEET TO SAID PARALLEL; THENCE NORTH 00 DEGREES 20 MINUTES 38 SECONDS WEST, ALONG SAID PARALLEL LINE 50.83 FEET TO THE POINT OF BEGINNING OF EXCEPTION, IN KANE COUNTY, ILLINOIS.

AREA:

PROPERTY CONTAINS 6,148,919 SQUARE FEET OR 141.160 ACRES MORE OR LESS.

NOTES:

1. THIS PLAT IS BASED IN PART ON INFORMATION CONTAINED IN COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NUMBER 24004434WF WITH A COMMITMENT DATE OF JUNE 7, 2024 AND PRINTED DATE OF OCTOBER 04, 2024, AND HAS BEEN USED FOR LEGAL DESCRIPTION.

2. BEARINGS BASED ON NAD83 (2011) ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.

3. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.

5. ALL EASEMENTS SHOWN HEREON WILL BE GRANTED ON THE FINAL PLAT UNLESS SHOWN OTHERWISE.

7. DIRECT ACCESS TO AND FROM LOTS 905, 906 AND 912 TO GALENA BOULEVARD SHALL BE PROHIBITED. DIRECT ACCESS TO AND FROM LOTS 902 AND 905 TO ILLINOIS ROUTE 56 SHALL BE PROHIBITED.

8. ALL AREAS ARE MORE OR LESS.

9. ALL CURVES ARE TANGENT TO ADJOINING COURSES UNLESS DEFINED BY CHORD BEARING.

10. ALL REQUIRED CERTIFICATES AND STATEMENTS WILL BE PROVIDED ON FINAL PLAT.

11. ALL RIGHT OF WAY DEDICATED ON THIS PLAT WILL BE GRANTED ON THE FINAL SUBDIVISION.

12. A BLANKET STORMWATER MANAGEMENT EASEMENT TO BE GRANTED OVER LOTS 901, 904, 906 AND 911.

13. A BLANKET LANDSCAPE BUFFER EASEMENT TO BE GRANTED OVER LOTS 905 AND 906.

14. A BLANKET PUDE TO BE GRANTED OVER LOTS 175–204 INCLUSIVE, EXCEPTING THAT PART FALLING WITHIN A PROPOSED OR EXISTING FOUNDATION & LOTS 904, 905, 906, 907, 908, 909, 911 AND 912.

15. LOT 900 TO BE CONVEYED TO THE PARK DISTRICT.

16. LOT 910 TO BE CONVEYED TO FOX METRO WATER RECLAMATION DISTRICT.

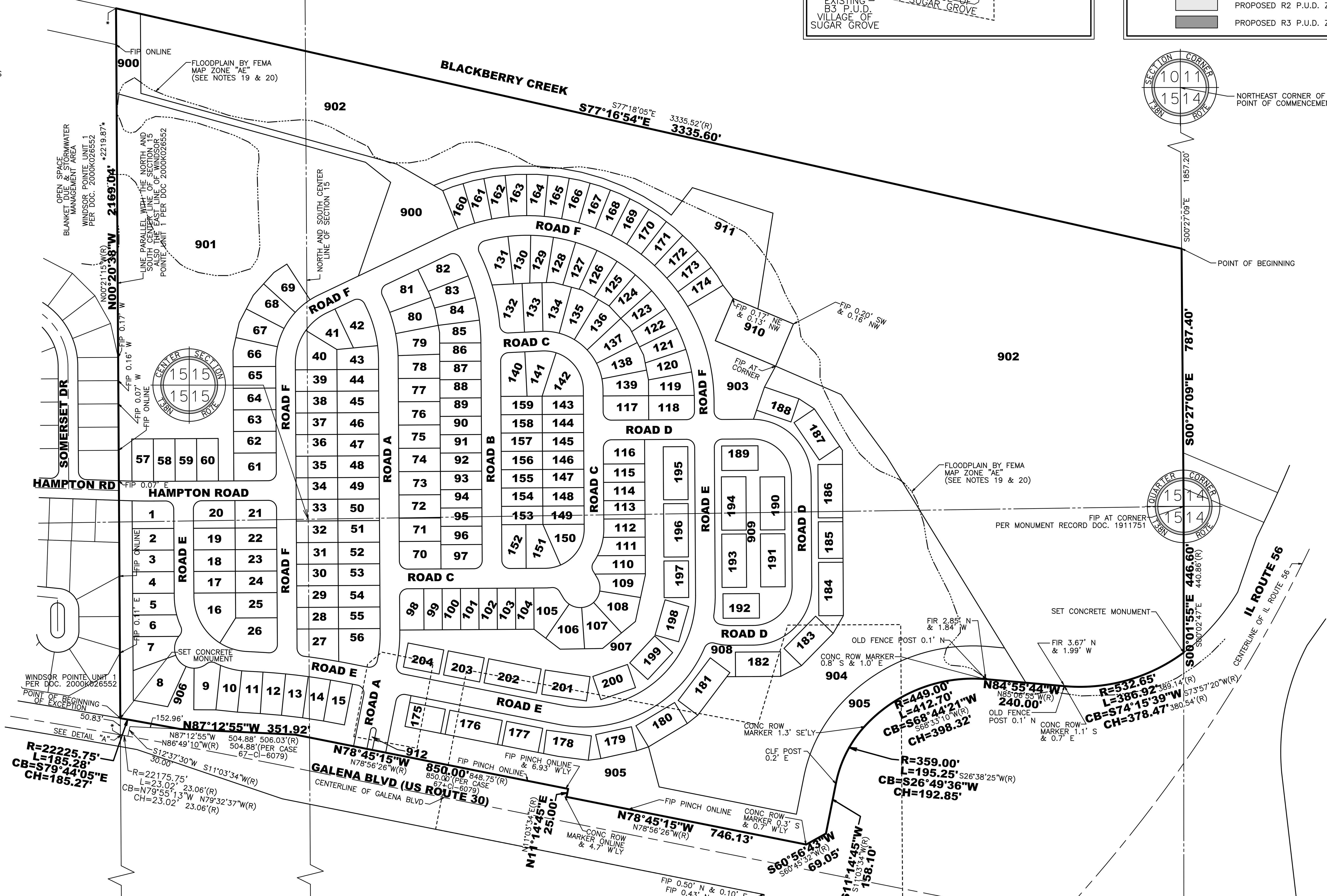
17. LOTS 901, 903, 904, 905, 906, 907, 908, 909, 911 AND 912 TO BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION.

18. FOR PROPOSED CONTOURS, GRADES, UTILITIES, STREETS AND SIDEWALKS REFER TO THE PRELIMINARY ENGINEERING DRAWINGS FOR THIS DEVELOPMENT.

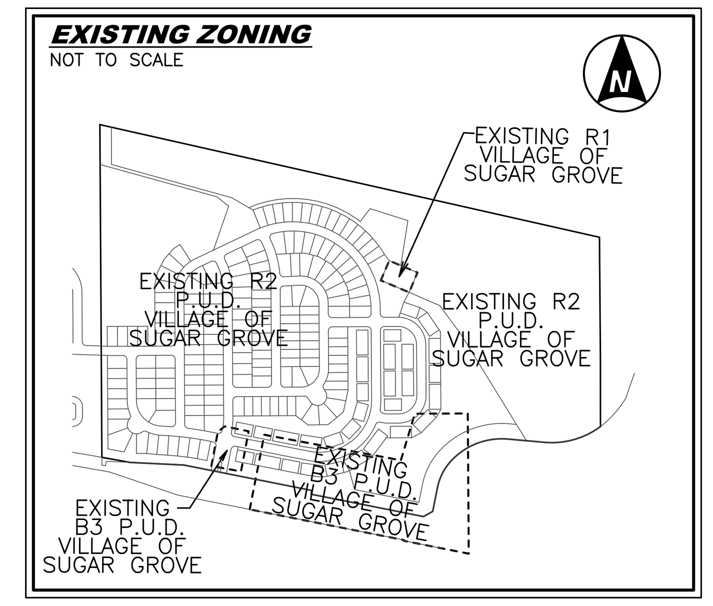
19. ACCORDING TO OUR INTERPRETATION OF THE FLOOD INSURANCE RATE MAPS THAT COVER THE AREA, THE HEREON DESCRIBED PROPERTY FALLS WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN; A PORTION OF THE HEREON DESCRIBED PROPERTY FALLS WITHIN ZONE "X", OTHER FLOOD AREAS – AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD, ANOTHER PORTION OF THE HEREON DESCRIBED PROPERTY FALLS WITHIN FLOODWAY AREAS IN ZONE AE, THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS, ANOTHER PORTION OF THE HEREON DESCRIBED PROPERTY FALLS WITHIN SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, ZONE "AE" – BASE FLOOD ELEVATIONS DETERMINED, AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP, MAP NUMBER 17089C0318H, WITH A MAP REVISED DATE OF AUGUST 3, 2009. SUBJECT TO MAP INTERPRETATION AND SCALING.

20. LETTER OF MAP AMENDMENT TO BE PREPARED IN THE FUTURE TO REMOVED PROPOSED LOT 187 FROM FLOODPLAIN, PRIOR TO FINAL PLATTING OF LOT 187.

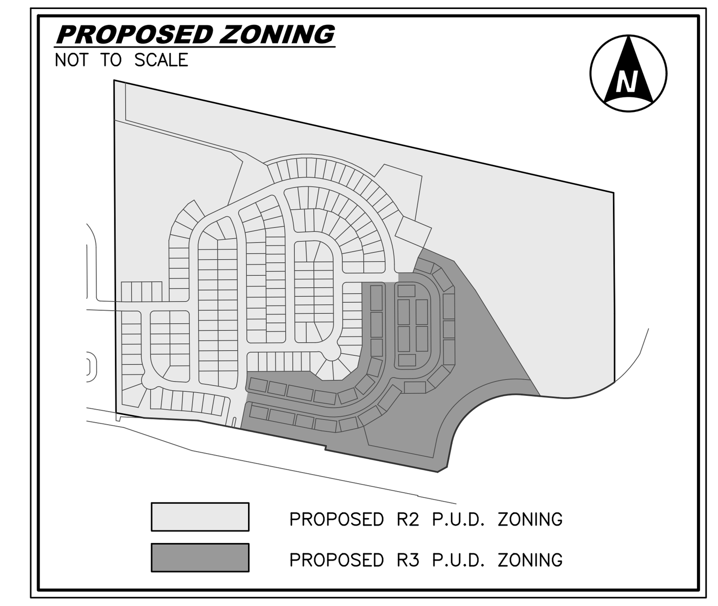
21. LOT 902 TO BE CONVEYED TO THE KANE COUNTY FOREST PRESERVE DISTRICT.



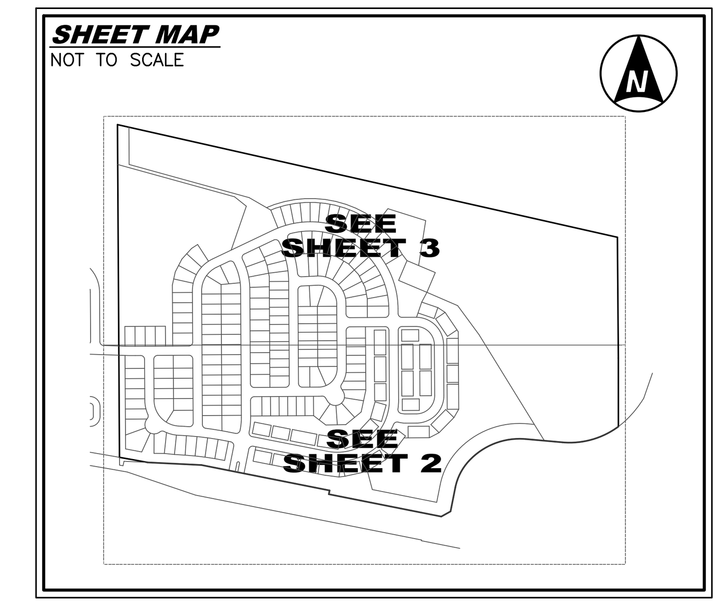
EXISTING ZONING
NOT TO SCALE



PROPOSED ZONING
NOT TO SCALE



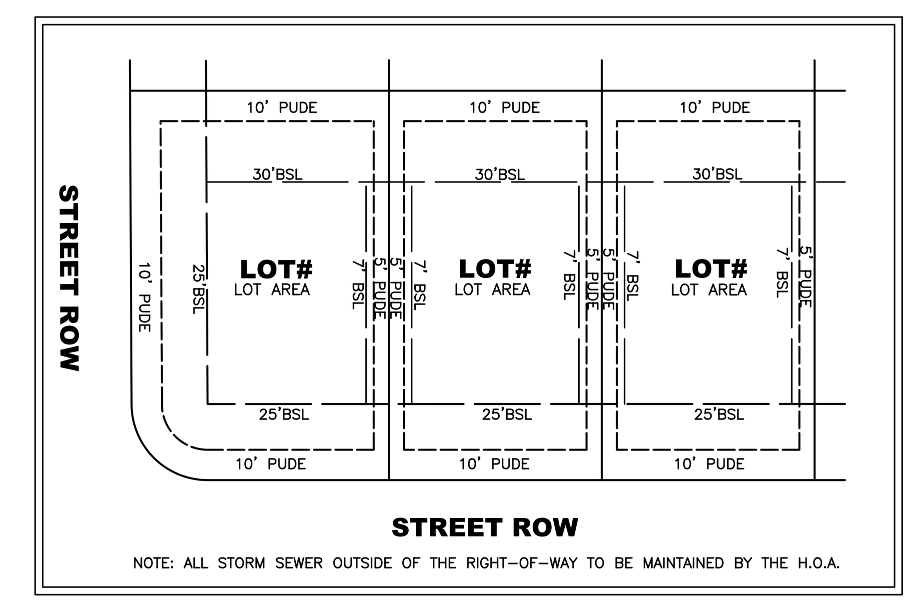
SHEET MAP
NOT TO SCALE



SCALE: 1" = 200'

LEGEND:

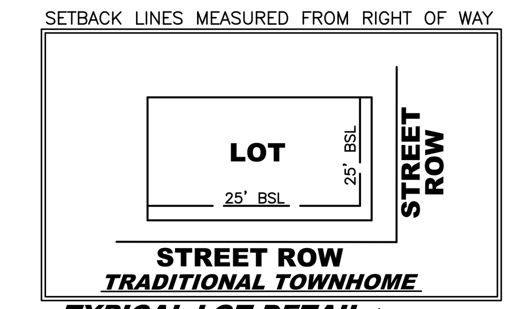
- BOUNDARY LINE
- PROPOSED LOT LINE
- BUILDING SETBACK LINE (BSL)
- PROPOSED EASEMENT LINE
- EXISTING EASEMENT LINE
- EXISTING RIGHT–OF–WAY LINE
- EXISTING LOT LINE
- UNDERLYING LOT LINE
- SECTION LINE
- BSL BUILDING SETBACK LINE
- FIR FOUND IRON ROD
- FIP FOUND IRON PIPE
- PUDE PUBLIC UTILITY & DRAINAGE EASEMENT



NOTE: ALL STORM SEWER OUTSIDE OF THE RIGHT–OF–WAY TO BE MAINTAINED BY THE H.O.A.

TYPICAL LOT DETAIL (LOTS 1–173)
N.T.S.

SETBACK LINES MEASURED FROM RIGHT OF WAY



TRADITIONAL TOWNHOME

TYPICAL LOT DETAIL (LOTS 174–203)
N.T.S.

TOWNHOME MIN. BUILDING SEPARATION:

SIDE TO SIDE	20'
BACK TO BACK	50'
BACK TO SIDE	40'
FRONT TO SIDE	40'

OWNER OF RECORD

OWNER:____________________

ADDRESS:____________________

____

DEVELOPER

CALATLANTIC GROUP, LLC
1700 EAST GOLF ROAD
SUITE 1100
SCHAUMBURG, ILLINOIS 60173

NOTICE OF APPROVAL OF PRELIMINARY PLAT

NOTICE IS HEREBY GIVEN THAT THE PRELIMINARY PLAT OF THE SUBDIVISION SHOWN HEREON HAS RECEIVED APPROVAL BY THE VILLAGE BOARD OF THE VILLAGE OF SUGAR GROVE, ILLINOIS, AND UPON COMPLIANCE BY THE OWNER WITH THE NECESSARY REQUIREMENTS OR QUALIFICATIONS, THE VILLAGE BOARD WILL RECEIVE THE FINAL PLAT FOR CONSIDERATION, IF SUBMITTED BY THE OWNER IN SUCH FORM AND WITHIN SUCH TIME AS REQUIRED BY SUBDIVISION REGULATIONS OF THE VILLAGE OF SUGAR GROVE. UNLESS THIS PRELIMINARY APPROVAL AND THE CONDITIONS ARE ACCEPTED WITHIN TEN (10) DAYS, THIS APPROVAL IS NULL AND VOID.
APPLICATION FOR FINAL PLAT APPROVAL SHALL BE MADE WITHIN ONE YEAR AND IN THE EVENT SUCH APPLICATION IS NOT SO MADE, THE PRELIMINARY PLAT APPROVAL HEREBY GIVEN SHALL BE NULL AND VOID AND OF NO FORCE AND EFFECT.

VILLAGE BOARD, VILLAGE OF SUGAR GROVE, ILLINOIS, ____________, 20____.

BY: ________________________________
VILLAGE PRESIDENT

ATTEST: ____________________________
VILLAGE CLERK

ACCEPTANCE:
IN CONSIDERATION OF THE PRELIMINARY APPROVAL HEREBY GIVEN, THE TERMS HEREOF ARE HEREBY ACCEPTED:

BY: ________________________________

ATTEST: ____________________________

FIP AT CORNER PER MONUMENT RECORD DOC. 91K04721

SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 15–38–7

577.50'

FIP AT CORNER PER MONUMENT RECORD DOC. 1911751

LAND SURVEYOR/ENGINEER:

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

PLAT PREPARED FOR:
MAIL & SEND TAX BILL TO:

CLIENT:

LENNAR

1700 E. GOLF ROAD
SUITE 1100
SCHUAMBURG, IL 60173

DATE	DESCRIPTION OF REVISION	BY
01-17-25	REVISED PER VILLAGE COMMENTS	MJF

DESIGNED	LZ
DRAWN	MJF
APPROVED	DAG
DATE	11/15/2024
SCALE	1" = 200'

PRELIMINARY SUBDIVISION PLAT
BRIGHTON RIDGE
SUGAR GROVE, IL

SHEET 1 OF 3

PROJECT NUMBER: 4930

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ILLINOIS FIRM LICENSE 184-002694

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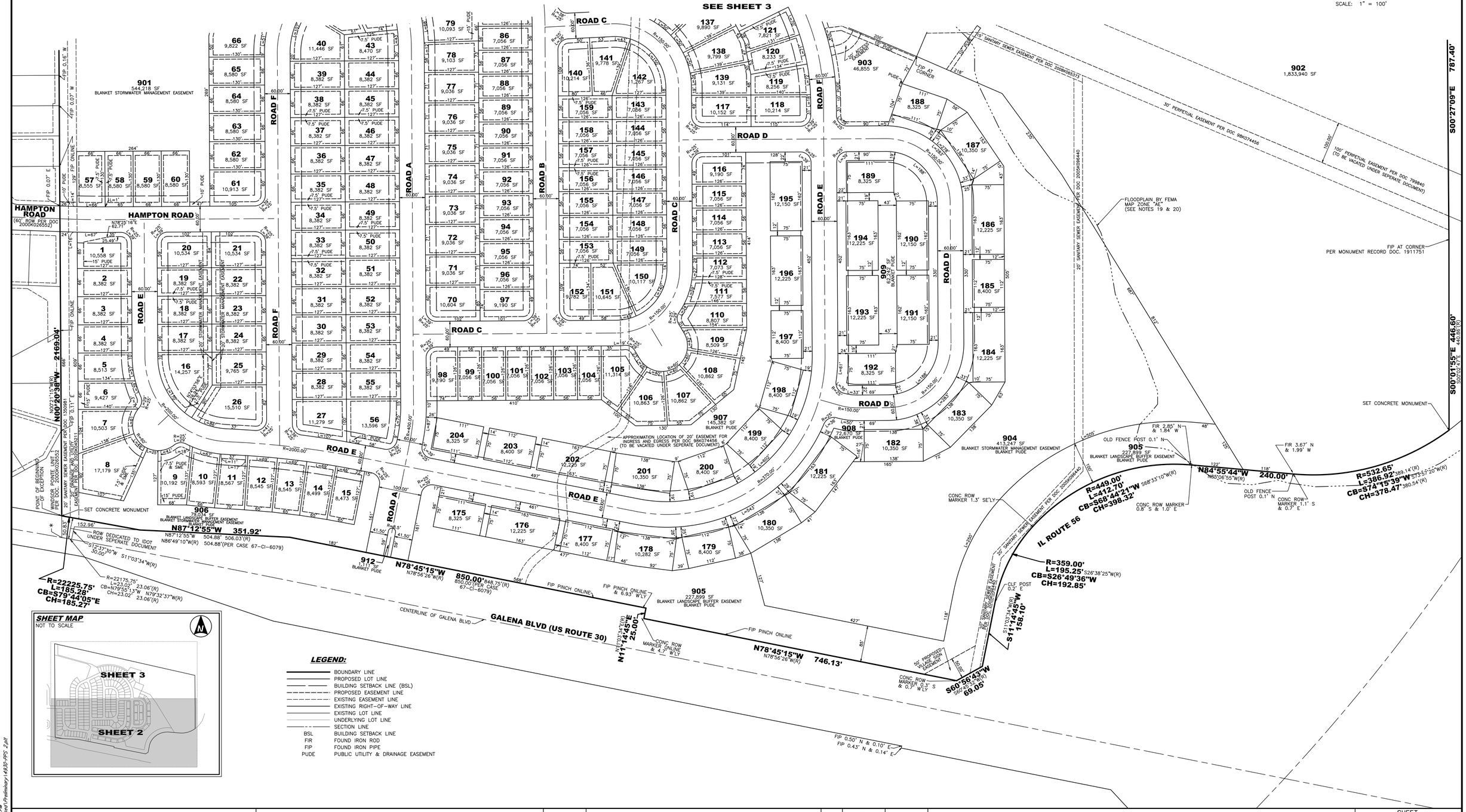
PRELIMINARY SUBDIVISION PLAT
BRIGHTON RIDGE

SCALE: 1" = 100'

SEE SHEET 3



SHEET MAP
NOT TO SCALE

LEGEND:

———	BOUNDARY LINE
———	PROPOSED LOT LINE
— — —	BUILDING SETBACK LINE (BSL)
- - - -	PROPOSED EASEMENT LINE
- - - -	EXISTING EASEMENT LINE
———	EXISTING RIGHT-OF-WAY LINE
———	EXISTING LOT LINE
———	UNDERLYING LOT LINE
———	SECTION LINE
BSL	BUILDING SETBACK LINE
FIR	FOUND IRON ROD
FIP	FOUND IRON PIPE
PUDE	PUBLIC UTILITY & DRAINAGE EASEMENT

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

CLIENT:
LENNAR
1700 E. GOLF ROAD
SUITE 1100
SCHUAMBURG, IL 60173

DATE	DESCRIPTION OF REVISION	BY
01-17-25	REVISED PER VILLAGE COMMENTS	MJF

DESIGNED	LZ
DRAWN	MJF
APPROVED	DAG
DATE	11/15/2024
SCALE	1" = 100'

PRELIMINARY SUBDIVISION PLAT
BRIGHTON RIDGE
SUGAR GROVE, IL

SHEET 2 OF 3
PROJECT NUMBER: 4930

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ILLINOIS FIRM LICENSE 184-002694

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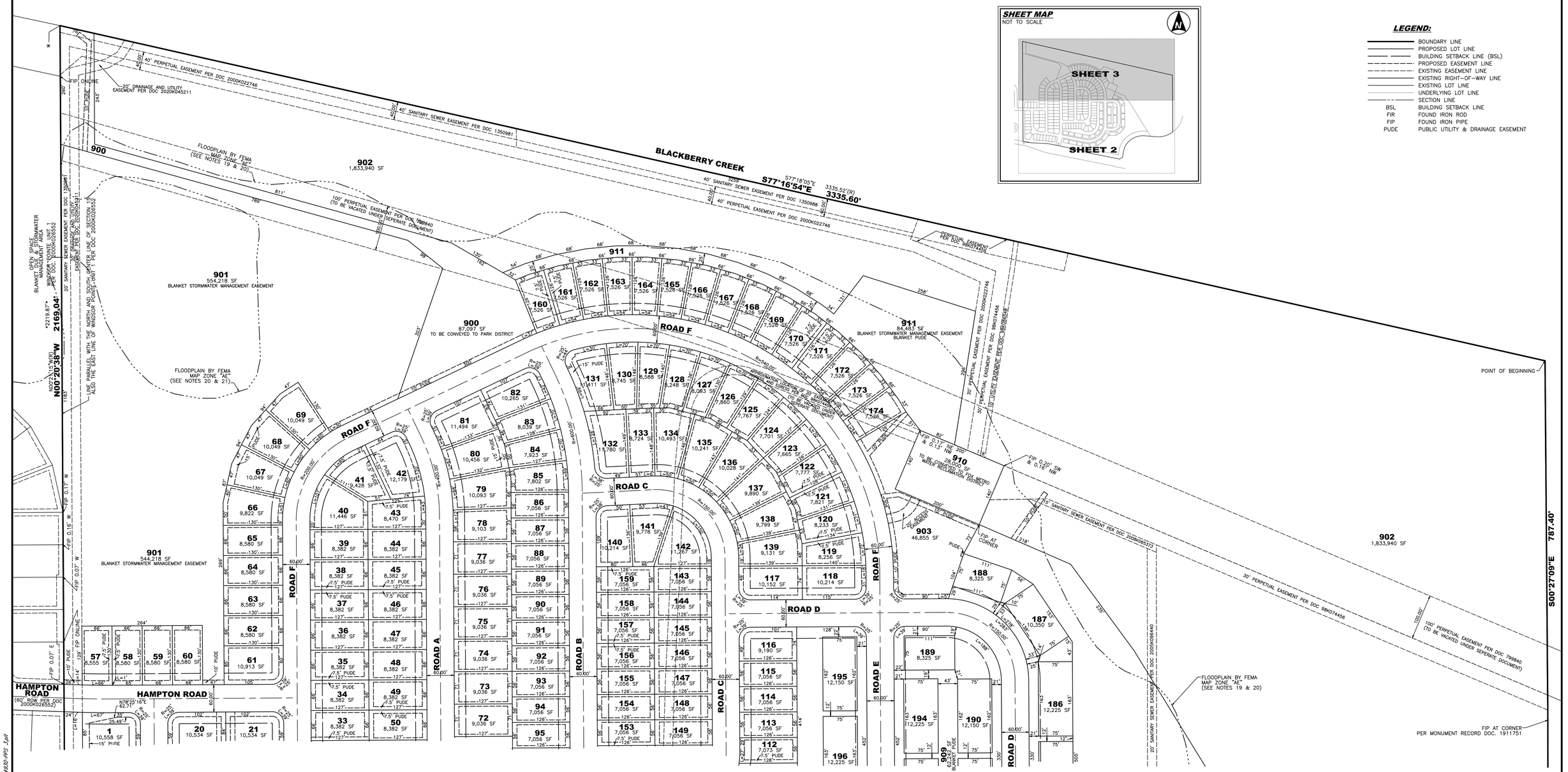
PRELIMINARY SUBDIVISION PLAT
BRIGHTON RIDGE



100 50 0 100
SCALE: 1" = 100'

LEGEND:

	BOUNDARY LINE
	PROPOSED LOT LINE
	BUILDING SETBACK LINE (BSL)
	PROPOSED EASEMENT LINE
	EXISTING EASEMENT LINE
	EXISTING RIGHT-OF-WAY LINE
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DRAWN	MJF
APPROVED	DAG
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SCALE	1" = 100'

PRELIMINARY SUBDIVISION PLAT
BRIGHTON RIDGE
SUGAR GROVE, IL

SHEET 3 OF 3
PROJECT NUMBER: 4930
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ILLINOIS FIRM LICENSE 184-002694

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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 no 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