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, August 28, 2025 **8:30 AM** **3rd Floor Board Room**

I. Call To Order
Remote Attendance Approval

II. Approval of Minutes from July 31, 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-25-728 Resolution Authorizing a Utility Easement with METRONET for the Installation and Maintenance of Fiber Optic Service at the Great Western Trail in Campton Township

TMP-25-886 Resolution Authorizing the District to Apply for IDNR OSLAD Grant Funds For Acquisition Funding Assistance of a Property in Dundee Township, Adjacent to Schweitzer Woods Forest Preserve

VI. Communications

VII. Chairman's Comments

VIII. Adjournment
Adjournment until: Thursday, September 25, 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-25-728

RESOLUTION AUTHORIZING A UTILITY EASEMENT WITH METRONET FOR THE INSTALLATION AND MAINTENANCE OF FIBER OPTIC SERVICE AT THE GREAT WESTERN TRAIL IN CAMPTON TOWNSHIP

WHEREAS, the Forest Preserve District of Kane County and Metronet desire to enter into a utility easement agreement for the installation and maintenance of fiber optic service at the Great Western Trail, at Old Burlington and Hidden Oaks Roads in Campton Township; and

WHEREAS, Metronet desires to obtain from the District, and the District agrees to grant a utility easement for the installation and maintenance of fiber optic service; and

WHEREAS, the fiber optic service line will be installed underground by directional bore as to not disturb land, the Great Western Trail, infrastructure, or public use; and

WHEREAS, Metronet will pay a one-time fee of $5,000 for the easement rights.

NOW, THEREFORE, BE IT RESOLVED, by the Commission of the Forest Preserve District of Kane County, Kane County, Illinois, that the easement agreement attached hereto and made part hereof is hereby approved, and that the President and Secretary of the District be, and hereby are, authorized to execute on behalf of the District.

APPROVED AND PASSED on this 9th day of September, 2025.

_____ _____

Bill Lenert
President, Kane Forest Preserve
Kane County, Illinois

Mohammad Iqbal
Secretary, Kane Forest Preserve
Kane County, Illinois

AGENDA MEMORANDUM

DATE: August 28, 2025

TO: Forest Preserve District Land Acquisition Committee

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

SUBJECT: Presentation to Consider the Approval of a Utility Easement with Metronet for the Installation and Maintenance of Fiber Optic Service at the Great Western Trail in Campton Township

PURPOSE:
The purpose of this memorandum is to provide the Committee with information to consider granting a utility easement to Metronet, through the Great Western Trail, near the intersection of Old Burlington Road and Hidden Oaks Road in Campton Township.

BACKGROUND:
The District maintains over 200 miles of linear trail across the county, including the Great Western Trail. This east-west regional trail nearly bisects the county. The 18 mile path begins at LeRoy Oakes Forest Preserve in St. Charles and extends to eastern Sycamore in DeKalb County at its western terminus.

In April 2025, the District was contacted by representatives of Metronet with a request to install a fiber optic service line through a section of the Great Western Trail to provide services to the Campton Hills subdivision on Hidden Oaks Road. The proposed easement permits Metronet to construct and maintain a 1 1/2" conduit underground by directional bore, so as to not disturb the land, trail or public use through the entire easement.

FINANCIAL IMPACT:
Metronet will pay a one-time fee of $5,000 for the easement rights.

RECOMMENDATION:
Staff recommends the Committee approve the utility easement as presented with Metronet, for the construction and maintenance of fiber optic service at the Great Western Trail, for a one-time fee of $5,000.

ATTACHMENTS:

County Location Map

Aerial Location

Easement agreement

Plat of Easement

Great Western Trail

County Location Map

St. Charles, IL

FEASIBILTY OSP ROUTE MAP (KMZ)
Symbols
RISER ON POLE
180' DIRECTIONAL BORE

GRANT OF UTILITY EASEMENT

THIS GRANT OF UTILITY EASEMENT ("Easement") is made and entered on the ____ day of July, 2025, by the FOREST PRESERVE DISTRICT OF KANE COUNTY, a municipal corporation with its principal offices located at 1996 South Kirk Road, Suite 320, Geneva, IL 60134 (hereinafter "Grantor") and Metronet Infrastructure Group, LLC (hereinafter "Grantee"), with its principal office located at 11880 College Blvd, Ste 100, Overland Park, KS 66210. The Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Grantor is the owner of certain real property situated in the County of Kane, State of Illinois, known as the 'Great Western Trail in Campton Township, as described in Exhibit A and made a part hereof by this reference ("Subject Parcel"); and

WHEREAS, the Grantee and Grantee's tenants, lessees, sublessees, licensees, agents, successors and assigns (collectively, the "Grantee Parties") desires to obtain from the Grantor and the Grantor agrees to grant to the Grantee Parties a perpetual, non-exclusive utility easement over, under and across the portion of the Subject Parcel described on the attached Exhibit B, and those portions of the Subject Parcel necessary (collectively referred to as Easement Area) for the installation and maintenance of fiber optic service; and

WHEREAS, the line will be installed underground by directional bore as to not disturb land, infrastructure or public use.

NOW, THEREFORE, in consideration of the sum of FIVE THOUSAND DOLLARS ($5,000.00) to be paid by the Grantee and the keeping of the covenants and promises of Grantee stated herein, Grantor hereby grants a perpetual Utility Easement to the Grantee Parties, the mutual covenants and agreements of the parties hereto, it is covenanted and agreed as follows:

1. Grant of Easement - A non-exclusive perpetual right and easement in and under certain real property which is approximately 540 square feet in area (180'x 3') and is more particularly described in Exhibit A attached hereto and made a part hereof (the "Easement Area") to install, construct, reconstruct, erect, operate, use, maintain, repair, replace, rebuild, renew and remove underground Fiber Optic distribution lines, consisting of approximately 180 feet of 1 ½" conduit installed below grade and underground distribution lines to be installed in said conduits. The underground Fiber Optic distribution lines will be directionally bored. Each and all of the rights conferred upon Grantee Parties pursuant to this Easement may be exercised by Grantee Parties from time to time and at any time, without notice (prior or subsequent) to Grantor.

2. Grantor reserves the right to use the surface of the Easement Area for any purposes that are not inconsistent (and do not interfere) with Grantee Parties' use of the Easement Area for the purposes set forth herein, including, without limitation, pedestrian and bicycle path purposes. Grantor agrees, however, that Grantor shall not install or place any new buildings, structures or ponds on the surface of the Easement Area, or any foundations, pipes, tiles, wires or other improvements, fixtures or facilities in the subsurface of the Easement Area, without (in each case) Grantee Parties' prior written consent. Maintenance and replacement of existing Grantor amenities and landscape within the easement does not require prior written consent of Grantee's Parties. Grantor further agrees not to damage or disrupt the Facilities, or otherwise

interfere with the construction, operation, maintenance, patrol and use of the Facilities by Grantee Parties.

3. This Easement shall be binding upon and insure to the benefit of, Grantor and Grantee Parties and their respective legal representatives, heirs, successors, assigns, lessees and licensees (including, without limitation, any and all successors to Grantor in title to the Easement Area). This Easement, and the terms, conditions and rights contained herein shall run with the land and shall be irrevocable and perpetual.

4. If any term, provision or condition in this Easement shall, to any extent, be invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term, provision and condition of this Easement shall be valid and enforceable to the fullest extent permitted by law. This Easement shall be governed by and construed in accordance with the laws of the State of Illinois. This Easement cannot be changed orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to waive, change, modify or discharge it in whole or in part unless the same is in writing and is signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

5. Upon the completion of any maintenance or installation of its Utilities, Grantee Parties shall restore the affected easement areas to substantially the same condition they were in immediately prior to such installation or maintenance. All costs directly associated with the installation of any Utilities in the easement areas shall be the responsibility of Grantee Parties.

6. The Grantee for itself, its agents and independent contractors, hereby agrees to indemnify, defend, 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 Area during construction or during any subsequent maintenance or repair thereof. Grantee further agree to indemnify, defend, and hold harmless Grantor from any and all liens placed against the Easement Area arising from said construction, maintenance or repair activities conducted by or through such party.

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

8. Notice & Contacts - All notices and other communications given pursuant to this Easement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or upon deposit in the U.S. mail if sent postage prepaid by United States registered or certified mail, return receipt requested, addressed as follows:

GRANTOR:

Forest Preserve District of Kane County

c/o Benjamin Haberthur, Executive Director

1996 S Kirk Road, Suite 320, Geneva, IL, 60134

Phone: 630 444-1095 Fax: 630 232 5924

Email: haberthurben@kaneforest.com

AND

Kinnally, Flaherty, Krentz & Loran, P.C.

2114 Deerpath, Aurora, IL 60506

Phone: 630-907-0909 Fax: 630-907-1289

GRANTEE:

Metronet Infrastructure Group, LLC

11880 College Blvd, Ste 100, Overland Park, KS 66210

Attention: Legal Department

8. Entire Agreement. This Easement constitutes the entire agreement between Grantor and Grantee Parties relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Easement are of no force and effect.

9. Binding Effect. This Easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee Parties.

10. Amendments. Any modification or termination of this Easement shall become effective only upon the execution by Grantor and Grantee of a written instrument.

11. Recording. Grantee shall record this Easement in the office of the Kane County Recorder. Upon recording, Grantee shall provide a copy of the recorded Easement to Grantor within thirty (30) days.

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:

By_____

Mohammad Iqbal, Secretary

GRANTEE:

Metonet Infrastructure Group, LLC

By: _____

_____

ATTEST:_____

_____

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 _____, personally known to me to be the _____, and _____, personally known to me to be the _____, 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 _____, they signed and delivered the said instrument as the _____.

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

_____

Notary Public

My Commission Expires _____

EXHIBIT A

See Plat of Easement Attached Hereto as Exhibit A

That part of the Southwest Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, and the Northwest Quarter of the Southeast Quarter of said Section 24, bounded and described as follows:

Beginning at a point on the West line of the Southeast Quarter of the Northwest Quarter of said Section 24, distant 50 feet Northeasterly, measured at right angles, from said original main track center line; thence Southeasterly parallel with said original main track center line a distance of 1,380 feet, more or less, to a point on a line drawn at right angles thereto at a point thereon distant 2,788 feet Southeasterly from its intersection with the west line of said Section 24; thence Northeasterly along said last described right angle a distance of 194 feet, more or less, to a point on the center line of Burlington Road; thence Southeasterly along said center line of Burlington Road a distance of 565 feet, more or less, to a point distant 50 feet Northeasterly, measured at right angles, from said original main track center line; thence Southeasterly parallel with said original main track center line a distance of 925 feet, more or less, to a point on the East line of the Northwest Quarter of the Southwest Quarter of said Section 24; thence Southerly along said East line to a point distant 50 feet Southwesterly, measured radially. from said original main track center line; thence Northwesterly parallel with said original main track center line a distance of 750 feet, more or less, to a point on the center line of said Burlington Road; thence Southeasterly along said center line of Burlington Road a distance of 200 feet, more or less, to a point on the Northwesterly line of Illinois State Highway No. 64; thence Northwesterly along the Northeasterly line of said highway a distance of 900 feet, more or less, to a point distant 50 feet Southwesterly, measured at right angles, from said original main track center line; thence Northwesterly parallel with said original main track center line a distance of 1,340 feet, more or less, to a point on the west line of the Southeast Quarter of the Northwest Quarter of said Section 14; thence Northerly along said West line to the point of beginning.

DESCRIPTION COMES FROM A DEED CONVEYED TO THE FOREST PRESERVE OF KANE COUNTY BY A DEED RECORDED SEPTEMBER 30, 1977, LABELED DEED NO. 80579 ON PAGE 4 OF 6 OF SAID DOCUMENT (1425940).

EXHIBIT B

AN EASEMENT SITUATED IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 7 EAST OF THE 3RD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT A POINT IN THE CENTERLINE OF OLD BURLINGTON ROAD, ALSO BEING THE NORTHEASTERLY CORNER OF A PARCEL OWNED BY COMMONWEALTH EDISON CO (PARCEL NO. 08-24-100-005) AS RECORDED IN DOC. No. 1107187;

THENCE SOUTH 49 DEGREES 58 MINUTES 18 SECONDS EAST ALONG THE CENTERLINE OF OLD BURLINGTON ROAD A DISTANCE OF 332.86 FEET TO A POINT ON LINE;

THENCE SOUTH 40 DEGREES 01 MINUTES 42 SECONDS EAST LEAVING SAID CENTERLINE A DISTANCE OF 32.96 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD BURLINGTON ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 49 DEGREES 57 MINUTES 55 SECONDS EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 5.06 FEET TO A POINT;

THENCE SOUTH 31 DEGREES 08 MINUTES 57 SECONDS WEST LEAVING SAID RIGHT-OF-WAY A DISTANCE OF 22.21 FEET TO A POINT;

THENCE SOUTH 23 DEGREES 26 MINUTES 56 SECONDS WEST A DISTANCE OF 138.62 FEET TO A POINT OF CURVATURE ON THE NORTHERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 64;

THENCE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2904.93 FEET AND AN ARC LENGTH OF 5.00 FEET, AS BEING SUBTENDED BY A CHORD BEARING NORTH 64 DEGREES 42 MINUTES 21 SECONDS WEST AND A DISTANCE OF 5.00 FEET TO A POINT;

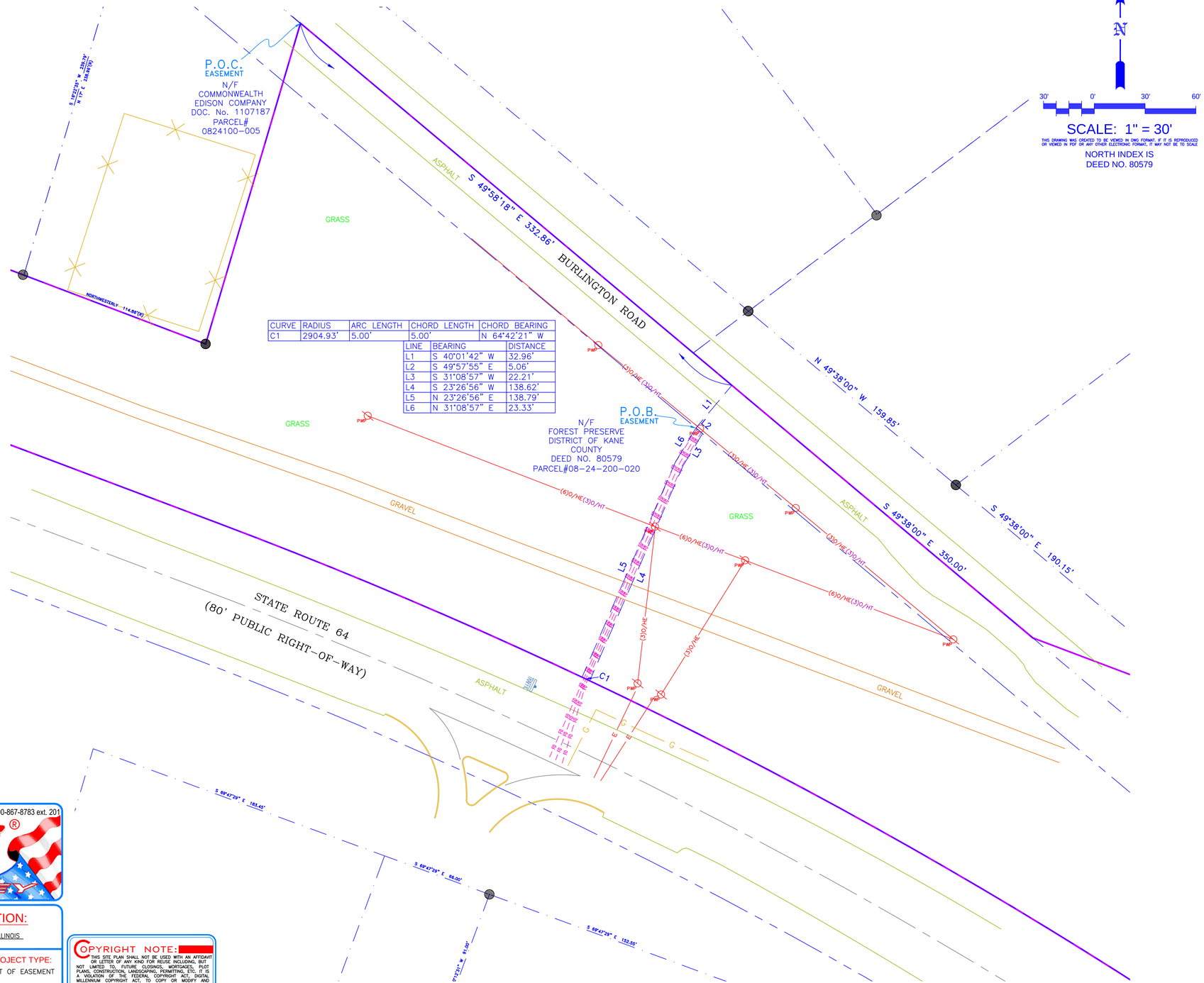
THENCE NORTH 23 DEGREES 26 MINUTES 56 SECONDS EAST LEAVING SAID RIGHT-OF-WAY A DISTANCE OF 138.79 FEET TO A POINT;

THENCE NORTH 31 DEGREES 08 MINUTES 57 SECONDS EAST A DISTANCE OF 23.33 FEET TO THE POINT OF BEGINNING.

CONTAINING 807.38 SQUARE FEET OR 0.019 ACRES, MORE OR LESS

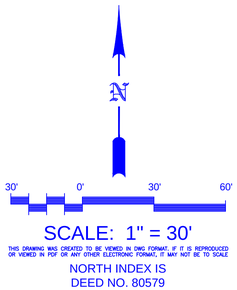
US Surveyor Internal Use Only= XXX ## xx/xx

PLAT OF EASEMENT



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2904.93'	5.00'	5.00'	N 64°42'21" W

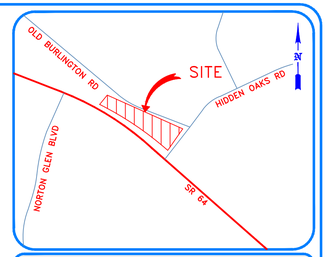
LINE	BEARING	DISTANCE
L1	S 40°01'42" W	32.96'
L2	S 49°57'55" E	5.06'
L3	S 31°08'57" W	22.21'
L4	S 23°26'56" W	138.62'
L5	N 23°26'56" E	138.79'
L6	N 31°08'57" E	23.33'



SCALE: 1" = 30'

THIS DRAWING WAS CREATED TO BE VIEWED IN DWG FORMAT. IF IT IS REPRODUCED OR VIEWED IN PDF OR ANY OTHER ELECTRONIC FORMAT, IT MAY NOT BE TO SCALE

NORTH INDEX IS
DEED NO. 80579



VICINITY MAP

NOT TO SCALE

STANDARD LEGEND

- MONUMENT FOUND
- MONUMENT SET
- MAG NAIL FOUND
- MAG NAIL SET
- X MARK AS NOTED
- R.R. SPIKE FOUND
- R.R. SPIKE SET
- BENCHMARK
- CONC. R/W MARKER
- (R) RECORD DATA
- (M) MEASURED DATA
- (C) CALCULATED DATA
- R/W RIGHT OF WAY
- BSL BACK SET LINE
- RCP REINFORCED CONC PIPE
- CMP CORRUGATED METAL PIPE
- PVC PLASTIC PIPE
- MTL METAL
- AGL ABOVE GROUND LEVEL
- S.F. SQUARE FOOT
- L/S LANDSCAPING
- FUEL TANK LID
- FLAG POLE
- UNKNOWN MANHOLE
- FROZEN MANHOLE
- UNKNOWN VAULT
- UNKNOWN VAULT METAL
- MAIL BOX
- BOLLARD
- BORE HOLE
- MONITORING WELL
- POWERPOLE
- GUY WIRE
- LIGHT POLE
- STREET LIGHT POLE
- ELEC. TRANSFORMER
- BURIED ELECTRIC
- OVERHEAD ELECTRIC
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC BOX
- GENERATOR
- ELECTRICAL VAULT
- ELECTRICAL PEDESTAL
- WATER LINE
- WATER MANHOLE
- WATER VALVE
- WATER METER
- HYDRANT
- BACK FLOW PREVENTOR
- FIRE DEPARTMENT CONNECTION
- WATER VAULT
- GAS VALVE
- GAS METER
- UNDERGROUND GAS MARKER
- GAS MANHOLE
- TRAFFIC POLE
- TRAFFIC MANHOLE
- TRAFFIC SIGNAL BOX
- TRAFFIC VAULT
- STOP SIGN
- SIGN
- SAN. SEWER LINE
- SEWER MANHOLE
- GREASE TRAP
- CLEAN OUT
- STORM DRAIN LINE
- STORM DRAIN MANHOLE
- STORM INLET
- CATCH BASIN
- CURB INLET
- TELEPHONE BOX
- TELEPHONE PEDESTAL
- TELEPHONE VAULT
- TELEPHONE MANHOLE
- TELEPHONE POLE
- TELEPHONE LINE
- OVERHEAD TELEPHONE
- UNDERGROUND TELEPHONE MARKER
- CABLE TELEVISION
- FIBER OPTIC CABLE
- OVERHEAD CABLE
- CABLE BOX
- CABLE PEDESTAL
- UNDERGROUND CABLE MARKER
- TELECOMMUNICATIONS MANHOLE
- GAS LINE
- TELECOMMUNICATIONS PEDESTAL
- TELECOMMUNICATIONS VAULT
- FIBER OPTIC VAULT
- FENCE

THE ABOVE SYMBOLS MAKE NO STATEMENT AS TO OWNERSHIP UNLESS NOTED OTHERWISE

SITE DATA

1. UNDERGROUND UTILITIES SHOWN HEREON ARE FROM A REPORT FURNISHED BY BLVD UTILITY LOCATORS.

THIS SITE PLAN WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. U.S. SURVEYOR AND THE UNDERSIGNED MAKE NO GUARANTEES AS TO THE SIZE, LOCATION, OR EXISTENCE OF EASEMENTS, RIGHT-OF-WAY, SETBACK LINES, AGREEMENTS OR OTHER SIMILAR MATTERS.

For inquiries, questions or concerns about this survey contact mjfeldbusch@ussurveyor.com or call 1-800-867-8783 ext. 201

U.S. SURVEYOR®
4929 Riverwind Pointe Drive
Evansville, Indiana 47715
AMERICA'S ALTA SURVEYOR
1-800- TO SURVEY

PREPARED FOR:

METRONET

PROJECT LOCATION:

KANE COUNTY, STATE OF ILLINOIS

PROJECT ADDRESS:
IL ROUTE 64
& OLD BURLINGTON ROAD
ST. CHARLES, IL 60174

PROJECT TYPE:
PLAT OF EASEMENT

RODNEY K. YOUNG 2999 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS EVANSVILLE, IND.

LICENSE NO. 184-003107
NOT VALID WITHOUT ORIGINAL SIGNATURE

PROFORMA

RODNEY K. YOUNG L.S.
ILLINOIS REGISTRATION NO. 2999
DATE OF CERTIFICATION 00/00/2025
LICENSE EXPIRATION DATE 11/30/2026

© COPYRIGHT 2025 U.S. SURVEYOR
This drawing, is the property of U. S. Surveyor. This drawing, style and format is protected by Copyright and all rights are reserved. The use of this drawing style and format is strictly prohibited without the written consent and permission of U.S. SURVEYOR

SHEET 1 OF 1

JOB NUMBER:
SS57185.DWG

COPYRIGHT NOTE:
THIS SITE PLAN SHALL NOT BE USED WITH AN AFFIDAVIT OR LETTER OF ANY KIND FOR REUSE INCLUDING, BUT NOT LIMITED TO, FUTURE CLOSINGS, MORTGAGES, PLOT PLANS, CONSTRUCTION, LANDSCAPING, PERMITTING, ETC. IT IS A VIOLATION OF THE FEDERAL COPYRIGHT ACT, DIGITAL MILLENNIUM COPYRIGHT ACT, TO COPY OR MODIFY AND REUSE THIS SURVEY BEYOND THE DATE AND SCOPE. U.S. SURVEYOR, ITS ASSOCIATES, AND/OR AGENTS SHALL NOT BE LIABLE FOR USE OF THIS SURVEY BY ANY OTHER ENTITIES OR PERSONS FOR ANY PURPOSE BEYOND THE ORIGINAL DATE, SCOPE.

FLOOD DATA This property is in Zone X of the Flood Insurance Rate Map, Community Panel No. 17089C0242H which has an effective date of 8/3/2009 and IS NOT in a Special Flood Hazard Area. Field surveying was not performed to determine this zone. An elevation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.

NOTICE: OTHER FLOODMAPS MAY EXIST THAT SHOW FLOODPLAIN AS DETERMINED BY STATE OR MUNICIPALITIES. THE CERTIFICATION ONLY COVERS THE FEMA FIRM MAP REFERENCED HEREON.

811 Know what's below
Call before you dig.

IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL UTILITIES, WHETHER SHOWN ON THIS SURVEY OR NOT PRIOR TO COMMENCEMENT OF WORK. THIS SURVEY HAS BEEN PREPARED USING AVAILABLE UTILITY DATA. THIS SURVEYOR DOES NOT MAKE STATEMENTS OF ACCURACY BASED UPON MAPS AND UTILITY LOCATES OF OTHERS.

CERTIFICATION IS ONLY TO THE PARTIES HEREIN NAMED.
THIS SURVEY IS NOT VALID FOR ANY FUTURE TRANSACTIONS OF THIS PROPERTY.

DATE OF ORIGINAL: JULY 8, 2025
REVISION: _____ DATE: _____, 2025
REVISION: _____ DATE: _____, 2025
REVISION: _____ DATE: _____, 2025

FIELD SURVEY: IW CAD: KJW PLS REVIEW: _____

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FP RESOLUTION NO. TMP-25-886

RESOLUTION AUTHORIZING THE DISTRICT TO APPLY FOR IDNR OSLAD GRANT FUNDS FOR ACQUISITION FUNDING ASSISTANCE OF A PROPERTY IN DUNDEE TOWNSHIP, ADJACENT TO SCHWEITZER WOODS FOREST PRESERVE

WHEREAS, the Forest Preserve District of Kane County, Kane County, Illinois, desires to obtain grants to assist in the acquisition of approximately 122.092 acres adjacent to Schweitzer Woods Forest Preserve in West Dundee (PIN #s: 03-17-300-009, 03-20-101-006, 03-20-101-005, 03-17-300-011, 03-17-300-014-partial); and

WHEREAS, Illinois Department of Natural Resources (IDNR), Open Space Land Acquisition & Development (OSLAD) funds are used to acquire lands, water, and interests therein necessary to achieve natural, cultural, wildlife, and recreation management objectives and may provide up to $1,125,000.00 for those funds spent on acquisition; and

WHEREAS, the property contains unique and high-quality native habitat requiring protection and restoration, in compliance with the District's mission; and

WHEREAS, the Forest Preserve District of Kane County hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two consecutive grant cycles following project termination; and

WHEREAS, it is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years, as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant; and

WHEREAS, the District further acknowledges and certifies that it will comply with all terms, conditions, and regulations of 1) the Open Space Lands Acquisition & Development (OSLAD) program (17 IL Adm. Code 3025); 2) the Illinois Grant Funds Recovery Act (30 ILCS 705); 3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable; 4) the Illinois Human Rights Act

(775 ILCS 5/1-101 et. seq.); 5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352); 6) the Age Discrimination Act of 1975 (P.L. 94-135); 7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and 8) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within three years.

WHEREAS, the District certifies to the best of its knowledge that the information provided within the attached application is true and correct.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois, that the President be and hereby is authorized to seek grants from the Illinois Department of Natural Resources for the assistance in the acquisition of land in Dundee Township, adjacent to Schweitzer Woods Forest Preserve.

APPROVED AND PASSED this 9th day of September, 2025.

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

AGENDA MEMORANDUM

DATE: August 26, 2025

TO: Forest Preserve District Land Acquisition Committee

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

SUBJECT: Presentation and Approval of a Request to Apply for an IDNR OSLAD Grant for Acquisition Funding Assistance to Purchase a Property in Dundee Township Adjacent to Schweitzer Woods Forest Preserve

PURPOSE:
The purpose of this memorandum is to provide the Committee with information to consider applying for an Illinois Department of Natural Resources (IDNR) Open Space Land Acquisitions & Development (OSLAD) Grant for acquisition funding assistance to purchase approximately 122.092 acres in Dundee Township adjacent to Schweitzer Woods Forest Preserve in West Dundee.

BACKGROUND:
In March 2025 the District entered into a lease agreement with the Conservation Foundation for the use and maintenance of approximately 122.092 acres of land in West Dundee adjacent to Schweitzer Woods Forest Preserve, locally known as the "Galvin" parcels. In May 2025, the District submitted an application for acquisition funding assistance through the IDNR, Land and Water Conservation Fund (LWCF) for up to $750,000.00. The IDNR 'highly recommends' acquisition applicants apply for both LWCF and OSLAD programs although only one program will be awarded.

Staff is requesting permission to apply for the IDNR OSLAD Grant to assist with funding the acquisition which, if awarded, would reimburse up to 50% ($1,125,000.00 cap) for the purchase of the property.

FINANCIAL IMPACT:
There are no expenses required to submit the grant application.

RECOMMENDATION:
Staff recommends the Committee approve the request to apply for an IDNR OSLAD grant for acquisition funding assistance of approximately 122.092 acres of land adjacent to Schweitzer Woods Forest Preserve.

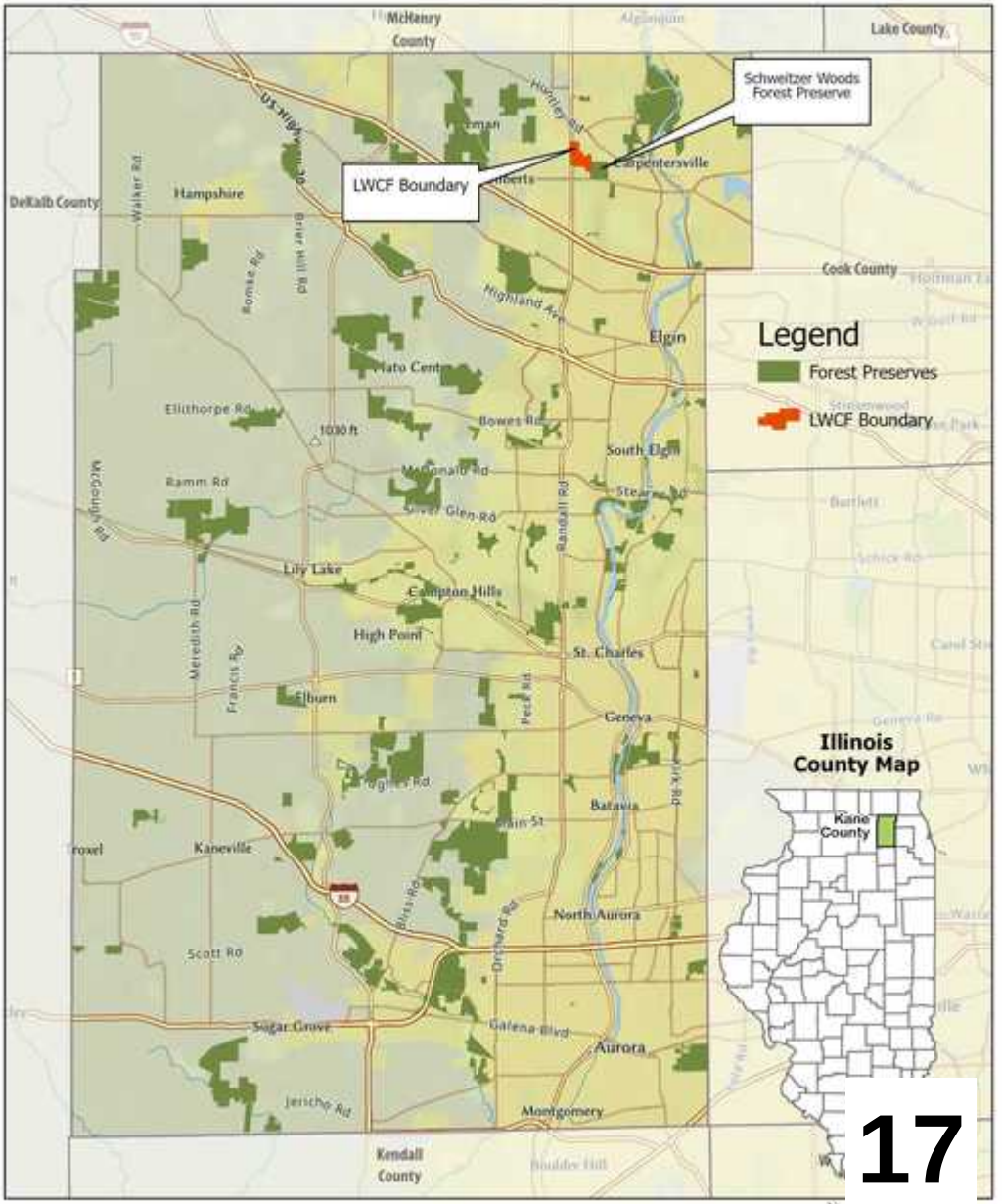
ATTACHMENTS:

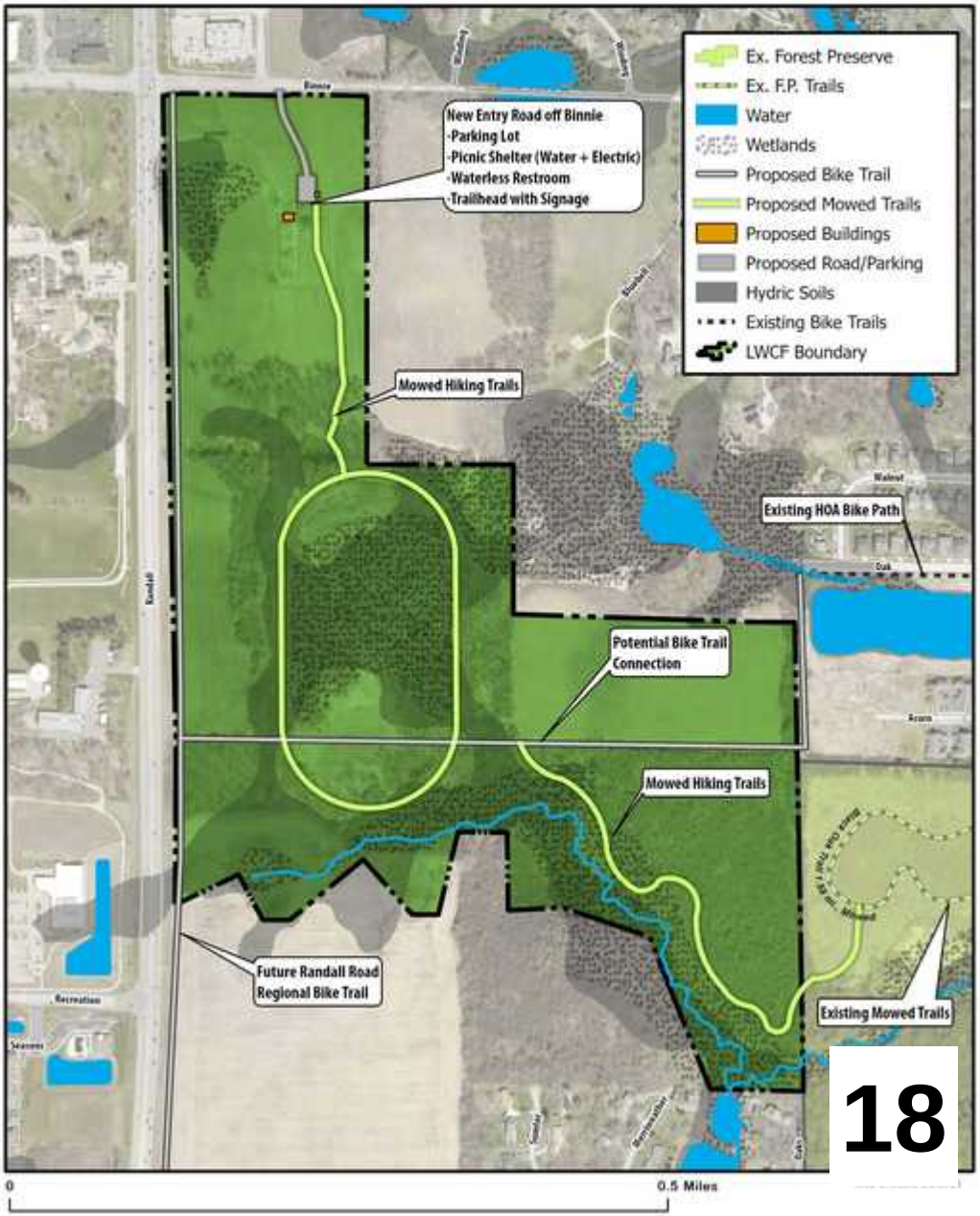
Schweitzer Woods Forest Preserve Location Map

Acquisition site plan

KANE COUNTY

Site Location Map
Forest Preserve District of Kane County
Schweitzer Woods Forest Preserve Expansion



KANE COUNTY

Site Development Plan
Forest Preserve District of Kane County
Schweitzer Woods Forest Preserve Expansion