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, November 20, 2025 **1:00 PM** **3rd Floor Board Room**

I. Call To Order
Remote Attendance Approval

II. Approval of Minutes from October 30, 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-25-1404 Resolution Authorizing a Utility Easement with Zayo Group LLC. for the Installation and Maintenance of Fiber Optic Service at Fox River Bluff Forest Preserve

VI. Communications

VII. Chairman's Comments

VIII. Adjournment
Adjournment until: Thursday, December 18, 2025 at 1:00PM* 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-25-1404

RESOLUTION AUTHORIZING A UTILITY EASEMENT WITH ZAYO GROUP LLC. FOR THE INSTALLATION AND MAINTENANCE OF FIBER OPTIC SERVICE AT FOX RIVER BLUFF FOREST PRESERVE

WHEREAS, the Forest Preserve District of Kane County and Zayo Group, LLC desire to enter into a utility easement agreement for the installation and maintenance of fiber optic service under the Fox River Trail at East Fox River Bluff Forest Preserve near Red Gate Road in St. Charles; and

WHEREAS, Zayo Group, LLC 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 so as not to disturb the land, trail, or public use within the easement; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois, that the easement agreement attached hereto as Exhibit A 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 7th day of December, 2025.

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

AGENDA MEMORANDUM

DATE: November 20, 2025

TO: Forest Preserve District Land Acquisition Committee

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

SUBJECT: Presentation and Approval of a Utility Easement with Zayo Group LLC. for the Installation and Maintenance of Fiber Optic Service at Fox River Bluff Forest Preserve

PURPOSE:
The purpose of this memorandum is to provide the Committee with information to consider granting a utility easement to Zayo Group LLC., under the Fox River Trail at East Fox River Bluff Forest Preserve near Red Gate Road in St. Charles.

BACKGROUND:
In July 2025, the District was contacted by representatives of Zayo Group LLC. to discuss their plans to install fiber service under the Red Gate Road Bridge in St. Charles. Zayo Group LLC coordinates the installation of infrastructure for high-speed data transmission, amongst other technology services.

While most of the work will be within the Right of Way of Red Gate Road, there is a small area that will need to cross under the Fox River Trail on the east side of Fox River Shores Forest Preserve. The proposed easement will permit Zayo Group LLC to construct and maintain (3) 1.25" conduits for fiber optic utility service. The conduits will be installed underground by directional bore, so as not to disturb the land, trail or public use within the easement.

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

RECOMMENDATION:
Staff recommends the Committee approve the utility easement as presented with Zayo Group LLC., for the construction and maintenance of fiber optic service at East Fox River Bluff Forest Preserve, for a one-time fee of $5,000.

ATTACHMENTS:

County Location Map

Aerial Location

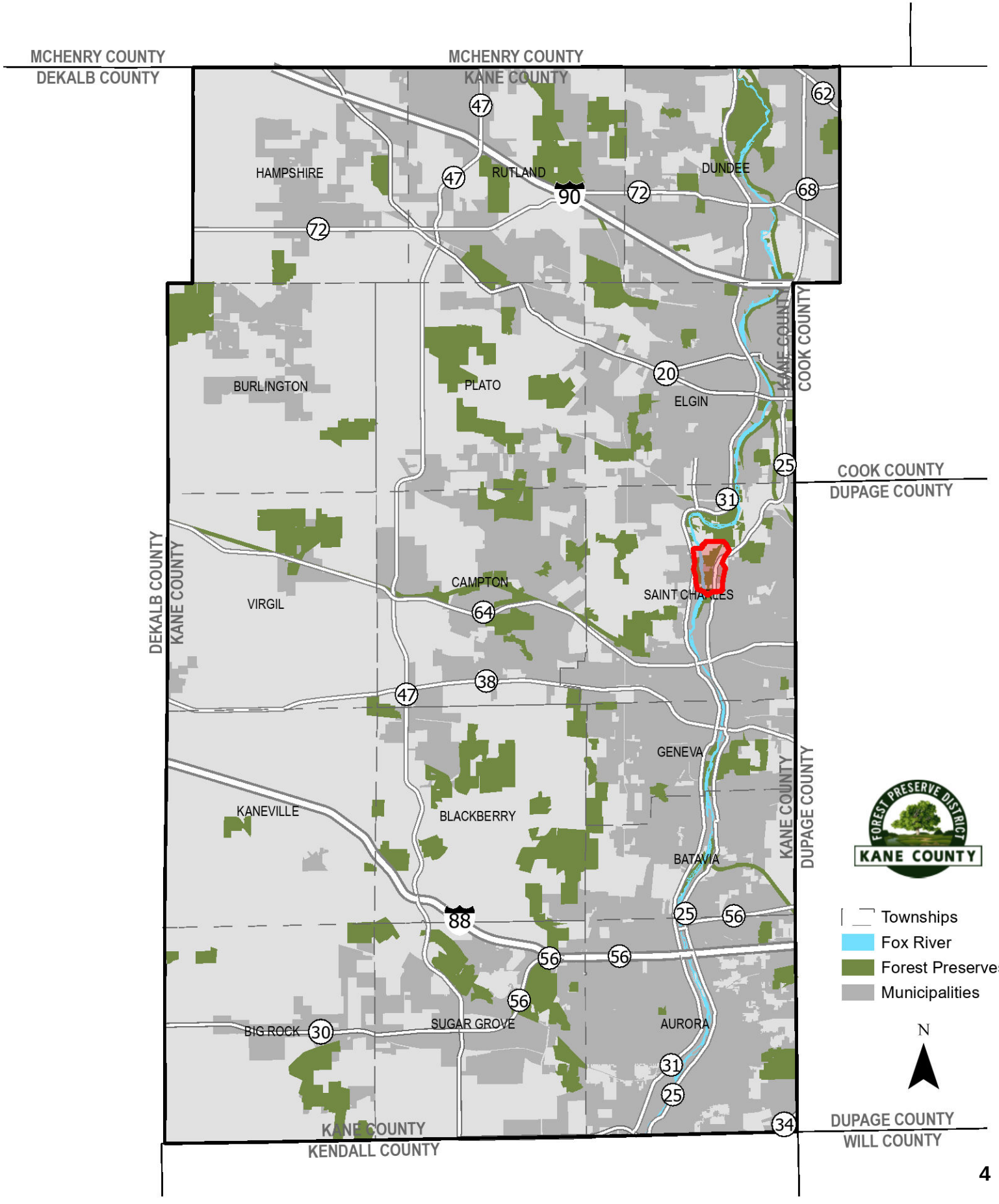
Easement agreement

Plat of Easement

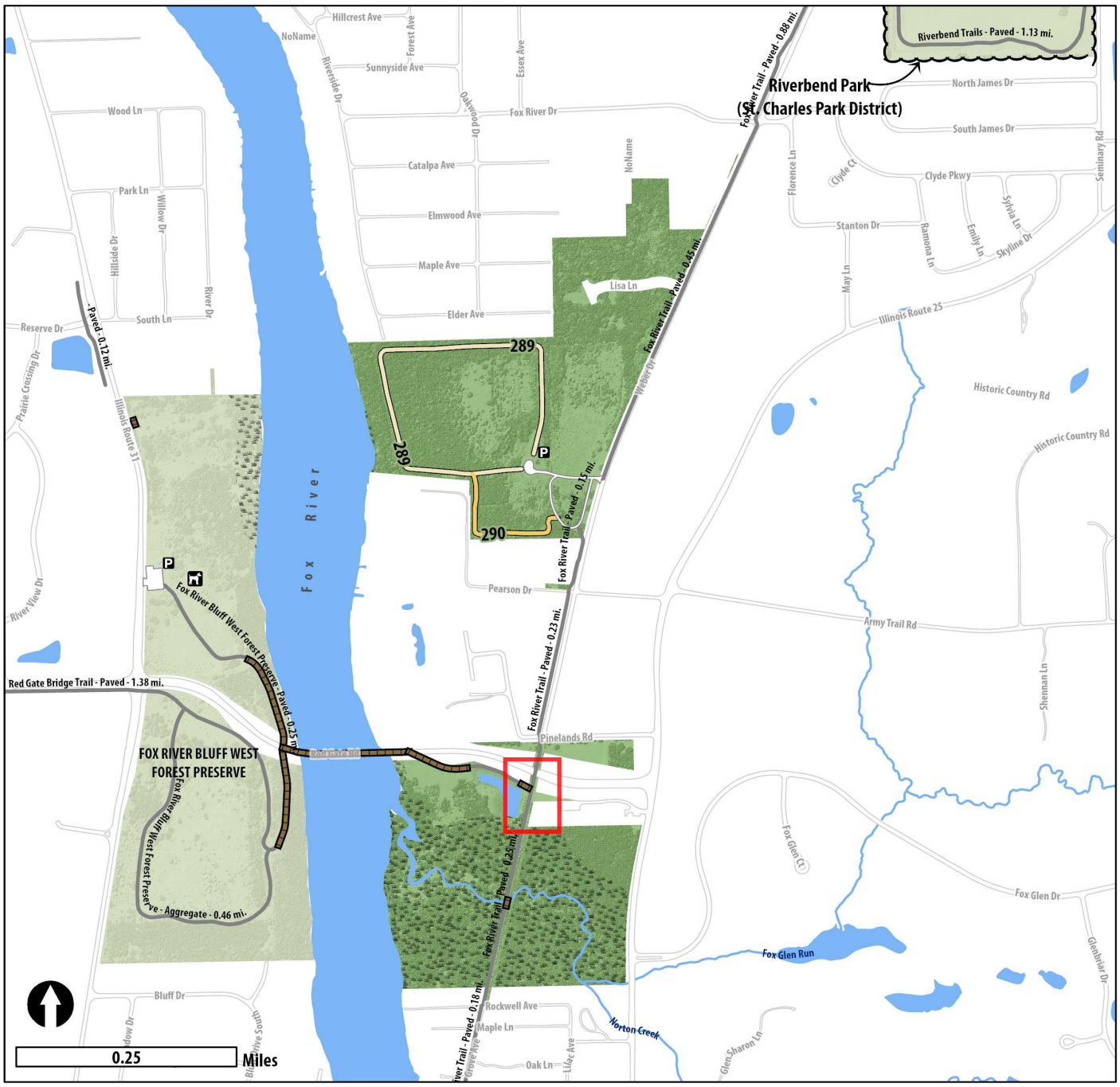
Fox River Bluff F.P.

County Location Map

St. Charles, IL



Fox River Bluff Forest Preserve



Entrance Information

Total Acres: 89
Total Miles: 0.75

Map Key

Kiosk	Forest Preserve Trails
Parking	County Bike Trails
Off-Leash Dog Area	Water
Restroom	Creek
Fishing	Regional Bike Trails
Bridges	Forest Preserve
Wetlands	

Trail ID	Trail Name	Miles	Surface
289	Meadow Loop Trail	0.57	Mowed
290	South Border Trail	0.18	Mowed

GRANT OF UTILITY EASEMENT

THIS GRANT OF UTILITY EASEMENT ("Easement") is made and entered on the ____ day of _____, 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 Zayo Group, LLC (hereinafter "Grantee"), with its principal office located at 1401 Wynkoop Street, Suite 500, Denver, CO 80202. 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 Fox River Bluff Forest Preserve in St. Charles 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 520 square feet in area (52.02'x 10') 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 52.02' of 3-1.25" 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. If Grantee, its successors, or assigns vacates the Easement, Grantee shall remove the Fiber Optic distribution lines and restore the Easement to its previous condition, normal wear and tear excepted. Any Fiber Optic distribution lines not removed by Grantee shall automatically become the property of Grantor without warranty or representation by Grantee as to the condition thereof.

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

Derke Price

Ancel Glink, PC

1979 N. Mill Street, #207

Naperville, IL 60563

E: dprice@ancelglink.com

P: 630.596.4612

GRANTEE:

Zayo Group, LLC

1401 Wynkoop Street, Suite 500, Denver, CO 80202

Attention: Legal – Underlying Rights

9. 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.

10. 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.

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

12. 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:	**GRANTEE:**
FOREST PRESERVE DISTRICT OF KANE COUNTY	Zayo Group, LLC
By:_____	By: _____
Bill Lenert, President	_____
ATTEST:	ATTEST:_____
By_____	
Mohammad Iqbal, Secretary	_____

STATE OF ILLINOIS)

: S.S.

COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County of Kane and State aforesaid, do hereby certify that Bill Lenert, personally known to me to be the President of the Forest Preserve District of Kane County, an Illinois Forest Preserve District, and Mohammad Iqbal, personally known to me to be the Secretary of said District, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said District.

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

_____

Notary Public

My Commission Expires _____

****

STATE OF _____)

: S.S.

COUNTY OF _____)

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

Plat of Easement Attached Hereto as Exhibit A

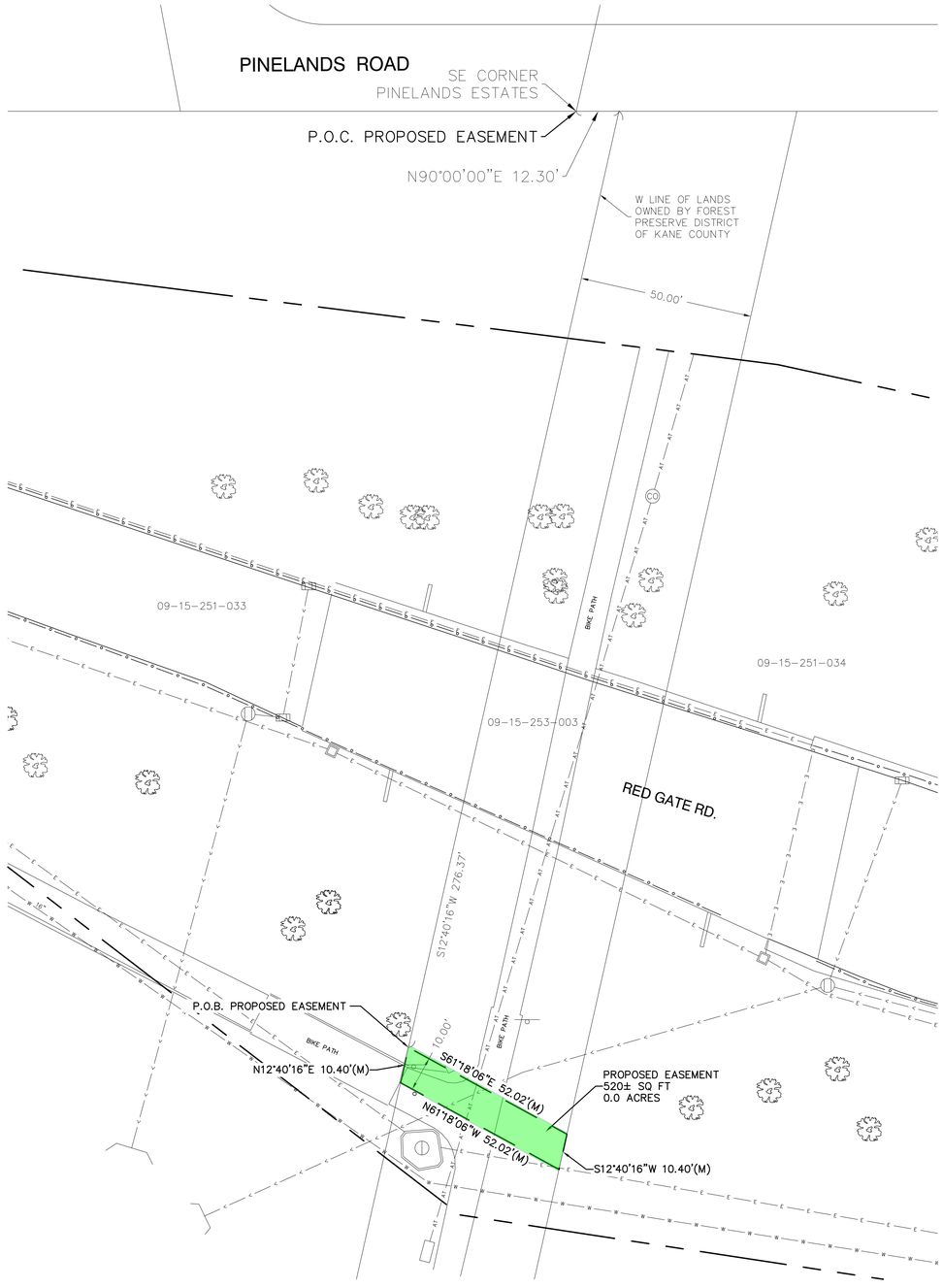
EXHIBIT B

LEGAL DESCRIPTION

AN EASEMENT OVER PART OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF PINELAND ESTATES SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF SAID SECTION 15, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 2007 AS DOC. #2007K051504; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION EXTENDED EASTERLY, 12.30 FEET TO THE WEST LINE OF A 50 FOOT STRIP OF LAND OWNED BY

THE FOREST PRESERVE DISTRICT OF KANE COUNTY; THENCE SOUTH 12 DEGREES 40 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE, 276.37 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 61 DEGREES 18 MINUTES 06 SECONDS EAST, 52.02 FEET TO THE EAST LINE OF SAID LANDS; THENCE SOUTH 12 DEGREES 40 MINUTES 16 SECONDS WEST ALONG SAID EAST LINE, 10.40 FEET; THENCE NORTH 61 DEGREES 18 MINUTES 06 SECONDS WEST, 52.02 FEET TO THE WEST LINE OF SAID LANDS; THENCE NORTH 12 DEGREES 40 MINUTES 16 SECONDS EAST ALONG SAID WEST LINE, 10.40 FEET TO THE PLACE OF BEGINNING, IN KANE COUNTY, ILLINOIS.

PLAT OF EASEMENT



PROPOSED EASEMENT LEGAL DESCRIPTION:

AN EASEMENT OVER PART OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF PINELAND ESTATES SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF SAID SECTION 15, ACCORDING TO THE PLAT THEREOF RECORDED MAY 11, 2007 AS DOC. #2007K051504; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION EXTENDED EASTERLY, 12.30 FEET TO THE WEST LINE OF A 50 FOOT STRIP OF LAND OWNED BY THE FOREST PRESERVE DISTRICT OF KANE COUNTY; THENCE SOUTH 12 DEGREES 40 MINUTES 16 SECONDS WEST ALONG SAID WEST LINE, 276.37 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 61 DEGREES 18 MINUTES 06 SECONDS EAST, 52.02 FEET TO THE EAST LINE OF SAID LANDS; THENCE SOUTH 12 DEGREES 40 MINUTES 16 SECONDS WEST ALONG SAID EAST LINE, 10.40 FEET; THENCE NORTH 61 DEGREES 18 MINUTES 06 SECONDS WEST, 52.02 FEET TO THE WEST LINE OF SAID LANDS; THENCE NORTH 12 DEGREES 40 MINUTES 16 SECONDS EAST ALONG SAID WEST LINE, 10.40 FEET TO THE PLACE OF BEGINNING, IN KANE COUNTY, ILLINOIS.

STANDARD LEGEND

Boundary or Property Line	———
Lot Line, Platted or by Deed	———
Centerline	———
Easement	//////
Water Main	—— W ——
Sanitary Sewer	—— S ——
Storm Sewer	—— S ——
Communication	—— CO ——
Underground Electric	—— E ——
Telephone	—— T ——
Gas Main	—— G ——
Fence Line	—— X ——
Property Corner, Found	●
Property Corner, Set	○
Found "X"	⊗
Recorded Dimensions	(R)
Measured Dimensions	(M)
Storm Manhole	
Sanitary Manhole	
Electric Manhole	
AT&T Communication Manhole	
Communication Pedestal	
Fire Hydrant	
Water Main Valve	
Utility Pole	
Street Light	
Traffic Sign	
Traffic Handhole	
Transformer	
Gas Valve	
Deciduous Tree	
Wetland Boundary	
Flared End Section	

BASIS OF BEARING:

BASIS OF BEARING IS GPS MEASUREMENTS IN THE ILLINOIS GEOSPATIAL COORDINATE SYSTEM EAST ZONE NAD83 (2012)

SURVEYOR'S CERTIFICATION:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

THIS IS TO CERTIFY THAT HBK ENGINEERING, LLC, HAS MADE A TOPOGRAPHIC AND BOUNDARY SURVEY AS SHOWN ON THE ATTACHED PLAT UNDER THE DIRECTION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT CHICAGO, ILLINOIS, THIS 14TH DAY OF AUGUST A.D., 2025.

BY: _____
MARK D. MARTIN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3163
LICENSE EXPIRES NOVEMBER 30, 2026

PROFESSIONAL LAND SURVEYOR
MARTIN MARK D.
35-003163
ILLINOIS

N

PROJECT NUMBER:
24-0052

PROJECT NAME:
PLAT OF EASEMENT

PLAT PREPARED BY:

hbk ENGINEERING
921 WEST VAN BUREN STREET, SUITE 100
CHICAGO, ILLINOIS 60607
STATE OF ILLINOIS DEPARTMENT
OF PROFESSIONAL REGULATION.
LICENSE NO. 184-002308

OWNER/DEVELOPER:
ZAYO GROUP

SITE ADDRESS:
41°56'58"N, 88°18'31"W
WAYNE, IL 60184

SURVEYOR:
MARK MARTIN, PLS
616 ENTERPRISE DRIVE
OAK BROOK, IL 60523

DRAWING LOG

REV	DATE	DESCRIPTION	BY
01	11/6/25	REMOVED HH RUN	DAM
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			

DRAWN BY:	CHECKED BY:	APPROVED BY:
DAM	MDM	MDM

PROJECT NUMBER:	24-0052
FILE NAME:	PLAT_OF_EASEMENT
DATE DRAWN:	8-14-2025
SCALE:	1"=20'

SHEET: 1 OF: 1