



Kane County

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

Forest Preserve District, Land Acquisition Committee

Agenda

Chairman, Jarett Sanchez, President, Christopher Kious, President Pro Tem Mavis Bates,
Executive Director Benjamin Haberthur
Deborah Allan, Ron Ford, Mike Linder, Bill Roth, Cherryl Strathmann, Rick Williams

Thursday, April 27, 2023

8:30 AM

3rd Floor Board Room

- I. **Call To Order**
- II. **Approval of Minutes from March 30, 2023**
- 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**
 - A. Resolution Authorizing a Grant of Easement Agreement with the Village of South Elgin for the Water Main Utility Under the Illinois Prairie Path Connecting the South Pointe Subdivision and the Park Pointe Townhomes
 - B. Presentation and Approval of Closed Session Minutes from May 2007 through March 2023
- VI. **Communications**
- VII. **Chairman's Comments**
- VIII. **Adjournment**

Adjournment until: Thursday May 25, 2023 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=aURTSGJoRIVJNDRcCCHJXd3dvaVVrUT09> Meeting ID: 630 232 5980 Password: 24680 The Request to Speak Form on our website must still be completed for guests to speak at the meeting.

STATE OF ILLINOIS)
)
) SS.
COUNTY OF KANE)

FP RESOLUTION NO. TMP-23-605

**RESOLUTION AUTHORIZING A GRANT OF EASEMENT AGREEMENT WITH
THE VILLAGE OF SOUTH ELGIN FOR THE WATER MAIN UTILITY UNDER
THE ILLINOIS PRAIRIE PATH CONNECTING THE SOUTH POINTE
SUBDIVISION AND THE PARK POINTE TOWNHOMES**

WHEREAS, the Forest Preserve District of Kane County, Kane County, Illinois, and the Village of South Elgin, Kane County, Illinois desire to enter into a grant of easement agreement for the installation, operation and maintenance of a public water main under the Illinois Prairie Path-Elgin Branch connecting South Pointe Subdivision and Park Pointe Townhomes; and

WHEREAS, the Village of South Elgin is requesting 0.047 acres of permanent public water utility easement that will allow for the installation, operation and maintenance of a public water main under the Illinois Prairie Path-Elgin Branch connecting South Point Subdivision and Park Pointe Townhomes; and

WHEREAS, the grant of the easement will allow for improvements to the existing fire protection infrastructure for the residents of South Point Subdivision and Park Pointe Townhomes; and

WHEREAS, the Village of South Elgin will retain all financial responsibilities associated with the water main installed, operated and maintained on Forest Preserve land.

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Forest Preserve District of Kane County, Kane County, Illinois, that the grant of easement agreement attached hereto as exhibit A and made part hereof is, accepted and hereby approved.

APPROVED AND PASSED on this 9th day of May 2023.

Christopher Kious
President, Kane Forest Preserve
Kane County, Illinois

Myrna Molina
Secretary, Kane Forest Preserve
Kane County, Illinois



AGENDA MEMORANDUM

DATE: April 27, 2023
TO: Forest Preserve District Planning & Utilization Committee
FROM: Mark Pentecost, Director of Operations
SUBJECT: Presentation and Approval of a Grant of Easement Agreement with the Village of South Elgin for the Water Main Utility under the Illinois Prairie Path connecting the South Pointe Subdivision and the Park Pointe Townhomes.

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider the approval of a Grant of Easement agreement with the Village of South Elgin for the installation, operation and maintenance of a public water main under the Illinois Prairie Path-Elgin Branch connecting the South Point Subdivision and the Park Point Townhomes.

BACKGROUND:

The Village of South Elgin has been working with Mackie Consultants, Illinois Department of Natural Resources and the Forest Preserve District of Kane County to acquire a permanent, Public Water Utility Easement connecting the South Point Subdivision and the Park Point Townhomes south of Middle Street, South Elgin.

The purpose of the easement is to create a looped water system to provide improved water pressure and flow for fire protection infrastructure. This project has been deemed a life safety project following a study conducted by the Village of South Elgin Engineers. Prior to requesting permission for the easement with the Forest Preserve, the Village successfully obtained permits from both the Illinois Department of Natural Resources for crossing their property, and from the Illinois Environmental Protection Agency for compliance. The new water line will be directionally bored under the Prairie Path. The Prairie Path is not expected to be closed during construction.

The permanent Public Water Utility Easement will be 20' wide and approximately 100' in length, or 0.047 acres crossing the Illinois Prairie Path-Elgin Branch in South Elgin. The Village is responsible for all costs and coordination of the improvements, including any restoration to the site, and is responsible for all future maintenance and improvements.

FINANCIAL IMPACT:

The Easement Agreement does not impact the District financially.

RECOMMENDATION:

Staff recommends the Committee approve the Grant of Easement with the Village of South Elgin for the permanent, non-exclusive water main utility under the Illinois Prairie Path-Elgin Branch as presented.

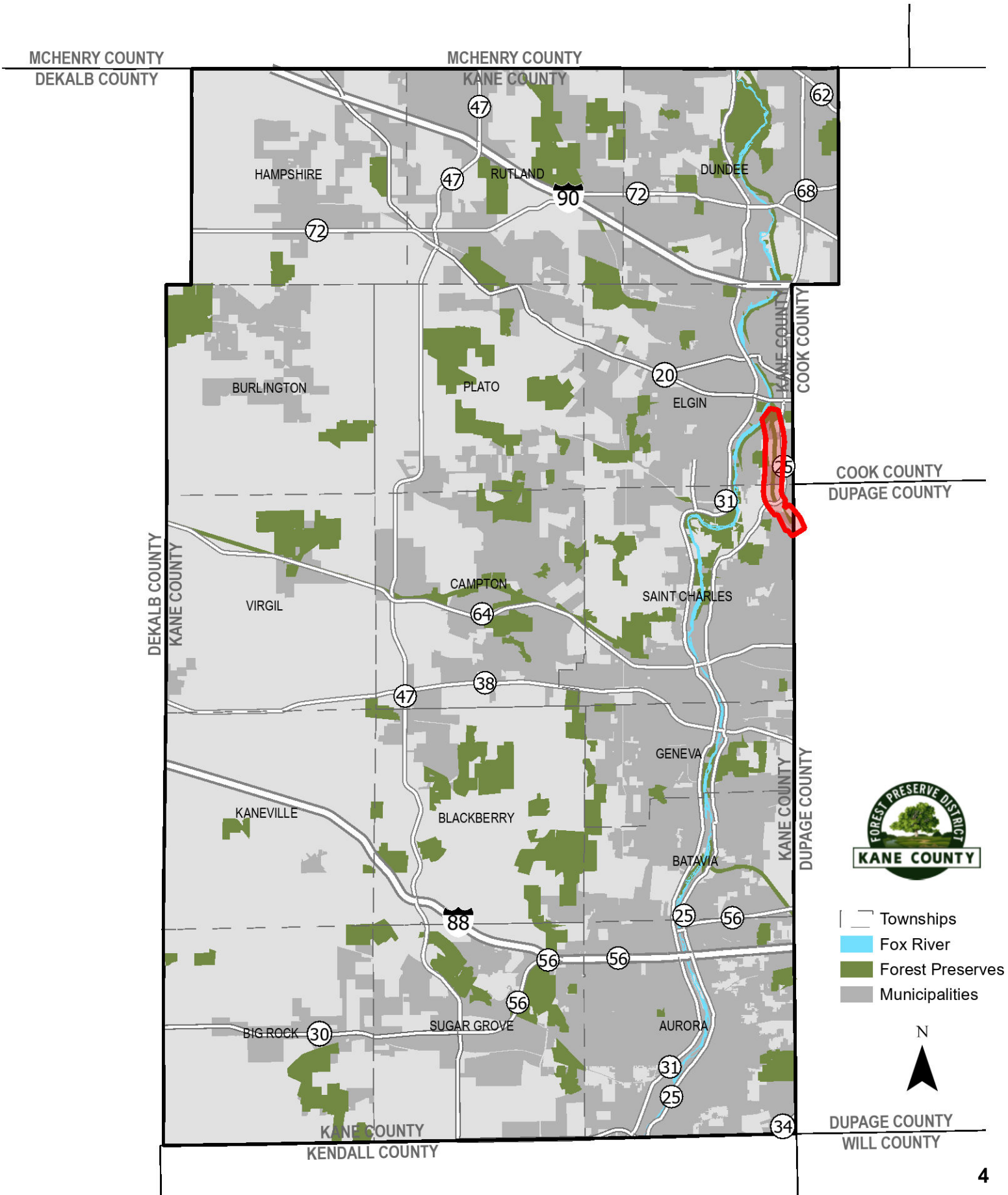
ATTACHMENTS:

- County Locator Map*
- Grant of Easement Agreement Exhibit A*
- Plat of Easement*

Illinois Prairie Path-Elgin Branch

County Location Map

Elgin, IL



[FOR RECORDER'S USE]

GRANT OF EASEMENT

This Grant of Easement (“Agreement”) made this ____ day of ____, 2023, by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY (hereinafter sometimes referred to as “Grantor”), the VILLAGE OF SOUTH ELGIN, an Illinois Municipal corporation, (hereinafter referred to as “Village”); the Grantor, and Village are sometimes collectively referred to herein as the “Parties”, and the Village is sometimes referred to herein as “Grantee”).

WHEREAS, Grantor is the owner of certain real property situated in the County of Kane, State of Illinois, consisting of a former railroad right-of-way and now known as the “Fox River Trail” bike path running through the Village of South Elgin, as depicted and described in the Plat of Easement prepared by Mackie Consultants, LLC., dated April 4, 2023, attached hereto as Exhibit A and made a part hereof by this reference. The Parcel(s) depicted on Exhibit A as the Proposed Permanent Easement, are a part of Parcel No. 06-36-376-002 (which parcel was conveyed under a deed of conveyance to the Grantor recorded on November 20, 1987 in the Office of the Kane County Recorder as Document No. 1879636 and part of land conveyed to the Grantor by deed recorded on July 27, 1990 as Document No. 90K39039

are collectively referred to herein as the "Subject Parcel"); and

WHEREAS, the Village desire to obtain from the Grantor, and Grantor agrees to grant to Village, a permanent, non-exclusive, easement of approximately 100 feet in length and 20 feet in width over a portion of the Subject Parcel, south of and adjacent to Middle Street in the Village of South Elgin (all as more particularly set forth on Exhibit A) for the purpose of installing, operating and maintaining a public water main (the "Public Water Utility Easement") The location of the Water Main Utility Easement is referred to herein sometimes as the "Easement Area"); and

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

NOW, THEREFORE, in consideration of the acceptance of this grant to the Village and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Grantor hereby grants to the Village a permanent, non-exclusive easement to locate, install, construct, operate, maintain, repair, replace, a Water Main (all of which, collectively, referred to as the "Easement Improvements"), including incidental grading, and surface restoration in, on, under, across and upon the surface of the property shown on the Plat of Easement attached hereto as Exhibit A with darkened lines and marked "Public Water Utility Easement", together with the right to enter upon the property platted herein for all such purposes and access for any and all purposes stated herein. Obstructions and interference of use of Grantee's facilities in, upon or over the property within said Public Water Utility Easement shall not occur without prior written consent of the Grantee. Grantee must apply to the Grantor for a permit to construct facility

replacements and abide by the requirements of the Forest Preserve District of Kane County in force at the time of said permit application. Permits for replacement in kind will not be unreasonably withheld by the Forest Preserve District of Kane County. All other terms set forth herein shall also apply to the installation, use, maintenance, and termination of the Easement rights herein granted.

2. Easement Improvements shall be installed, constructed, operated, used, maintained, upgraded, repaired, serviced, replaced, and removed in a workmanlike manner. To the extent reasonably practicable and except as otherwise provided herein to the contrary, Easement Improvements shall be buried below ground.
3. That immediately following completion of any installation, construction, or maintenance of the Water Main Utility Improvements, or any other exercises by VILLAGE of any easement rights granted herein, VILLAGE shall remove or cause to be removed from the affected Easement Areas (and adjacent areas to the extent temporary use thereof was made in the course of such activities) all debris, surplus material, and construction equipment, leaving such Easement Areas in a neat and presentable condition. VILLAGE shall further have a continuing obligation to restore promptly to a level surface any portion of those Easement Areas that may settle and to restore the Easement Areas to their original condition as existed immediately prior to the exercise of the easement rights granted herein as is reasonably practicable; provided, however, VILLAGE shall not be obligated to replace or repair any trees, bushes, shrubs, or other plant material that are removed by either of them during the exercise of the easement rights granted herein. VILLAGE agrees, however, to use reasonably practicable efforts to minimize the removal

of such plant material.

4. Upon reasonable notice to Grantor (except in case of emergency), VILLAGE shall have the right of ingress to and egress from the Easement Area for purposes of construction, repair, replacement, maintenance, and removal of Easement Improvements and to otherwise exercise the easement rights granted herein.
5. Grantor reserves the right to use the Easement Area and to grant other and further easements to third parties for all purposes that will not interfere with full enjoyment of the rights granted by this instrument; provided, however, the Grantor shall not erect or construct any building or shelter, nor shall Grantor plant any trees, on the Easement Areas without the prior written consent of VILLAGE. Grantor shall also not grant any additional easements over the Easement Areas which unreasonably interfere with full enjoyment of the rights granted by this instrument.
6. That VILLAGE for itself, its agents and independent contractors, hereby agrees to indemnify and hold Grantor and its successors harmless from third party claims for personal injuries or property damage arising directly as a result of their respective work in the Easement Areas during construction or during any subsequent maintenance or repair thereof. VILLAGE further agrees to indemnify and hold harmless Grantor from any and all liens placed against the Easement Areas arising from said construction, maintenance or repair activities conducted by or through such party.
7. That no amendment, revision or modification hereof shall be effective unless it is in writing and signed by all Parties hereto.
8. That this Grant of Easement and exhibits attached hereto constitute the entire agreement

between the Parties and is intended as a complete and exclusive statement of the terms of the Parties' agreement, and it supersedes all prior and concurrent promises, representations, proposals, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

9. That this agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
10. That VILLAGE may utilize the services of third-party contractors, employees or other agents to perform work in the Easement Premises. The subject work will be contracted for by private developers and dedicated to VILLAGE, as the case might be, upon completion and acceptance.
11. That Grantor hereby represents and warrants to VILLAGE that it is the fee simple title holder of the Subject Parcels and that it has the full power and authority to enter into and make the grant of easement as provided herein.
12. That this agreement shall be binding on the parties hereto, their successors and permitted assigns and shall run with the land.
13. That this agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
14. That this agreement shall be recorded by VILLAGE at VILLAGE's cost with the Kane County Recorder.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and delivered by their respective authorized agents the day and year first above-written.

GRANTOR:

FOREST PRESERVE DISTRICT OF
KANE COUNTY

By: _____
President, Christopher Kious

ATTEST:

Secretary, Myrna Molina

GRANTEE:

VILLAGE OF SOUTH ELGIN

By: _____
Its President

ATTEST:

Its Clerk

STATE OF ILLINOIS)
 : S.S.
COUNTY OF KANE)

I, the undersigned, a Notary Public in and for said County of Kane and State aforesaid, do hereby certify that Christopher Kious, personally known to me to be the President of the Forest Preserve District of Kane County, an Illinois Forest Preserve District, and Myrna Molina, 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 _____, 2023.

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 President of the Village of South Elgin, and _____, personally known to me to be the Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Clerk, they signed and delivered the said instrument as the President and Clerk of said Village.

Given under my hand and official seal this _____ day of _____, 2018.

Notary Public

My Commission Expires _____.

EXHIBIT A
LEGAL DESCRIPTION & EXHIBIT

See Exhibit of Easement Attached Hereto as Exhibit A

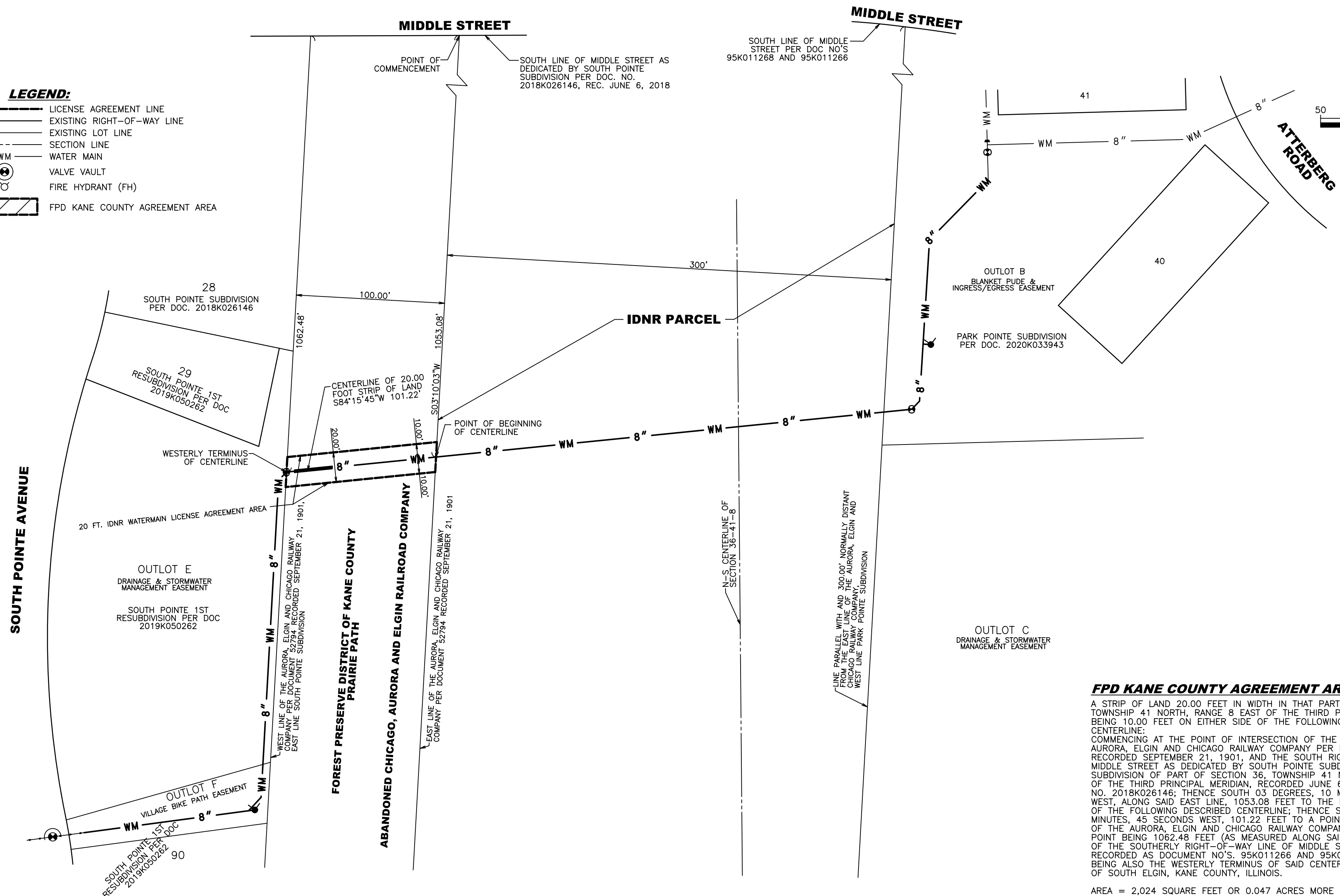
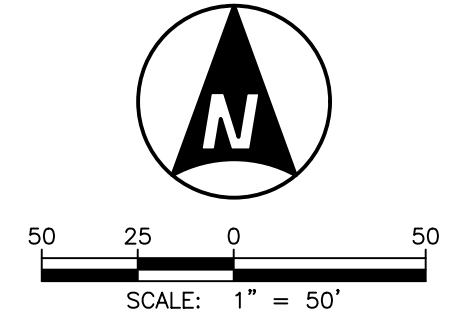
A STRIP OF LAND 20.00 FEET IN WIDTH IN THAT PART OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE AURORA, ELGIN AND CHICAGO RAILWAY COMPANY PER DOCUMENT NO. 52794, RECORDED SEPTEMBER 21, 1901, AND THE SOUTH RIGHT-OF-WAY LINE OF MIDDLE STREET AS DEDICATED BY SOUTH POINTE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 6, 2018, AS DOCUMENT NO. 2018K026146; THENCE SOUTH 03 DEGREES, 10 MINUTES, 03 SECONDS WEST, ALONG SAID EAST LINE, 1053.08 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 84 DEGREES, 15 MINUTES, 45 SECONDS WEST, 101.22 FEET TO A POINT ON THE WEST LINE OF THE AURORA, ELGIN AND CHICAGO RAILWAY COMPANY AFORESAID, SAID POINT BEING 1062.48 FEET (AS MEASURED ALONG SAID WEST LINE) SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF MIDDLE STREET PER DEEDS RECORDED AS DOCUMENT NO'S. 95K011266 AND 95K011268, SAID POINT BEING ALSO THE WESTERLY TERMINUS OF SAID CENTERLINE, IN THE VILLAGE OF SOUTH ELGIN, KANE COUNTY, ILLINOIS.

AREA = 2,024 SQUARE FEET OR 0.047 ACRES MORE OR LESS

FPD KANE COUNTY WATERMAIN AGREEMENT EXHIBIT A

- LEGEND:**
- LICENSE AGREEMENT LINE
 - EXISTING RIGHT-OF-WAY LINE
 - EXISTING LOT LINE
 - SECTION LINE
 - WM WATER MAIN
 - ⊙ VALVE VAULT
 - ⊙ FIRE HYDRANT (FH)
 - ▨ FPD KANE COUNTY AGREEMENT AREA



FPD KANE COUNTY AGREEMENT AREA FOR WATERMAIN:
 A STRIP OF LAND 20.00 FEET IN WIDTH IN THAT PART OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
 COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE AURORA, ELGIN AND CHICAGO RAILWAY COMPANY PER DOCUMENT NO. 52794, RECORDED SEPTEMBER 21, 1901, AND THE SOUTH RIGHT-OF-WAY LINE OF MIDDLE STREET AS DEDICATED BY SOUTH POINTE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 6, 2018, AS DOCUMENT NO. 2018K026146; THENCE SOUTH 03 DEGREES, 10 MINUTES, 03 SECONDS WEST, ALONG SAID EAST LINE, 1053.08 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE SOUTH 84 DEGREES, 15 MINUTES, 45 SECONDS WEST, 101.22 FEET TO A POINT ON THE WEST LINE OF THE AURORA, ELGIN AND CHICAGO RAILWAY COMPANY AFORESAID, SAID POINT BEING 1062.48 FEET (AS MEASURED ALONG SAID WEST LINE) SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF MIDDLE STREET PER DEEDS RECORDED AS DOCUMENT NO'S. 95K011266 AND 95K011268, SAID POINT BEING ALSO THE WESTERLY TERMINUS OF SAID CENTERLINE, IN THE VILLAGE OF SOUTH ELGIN, KANE COUNTY, ILLINOIS.
 AREA = 2,024 SQUARE FEET OR 0.047 ACRES MORE OR LESS

CLIENT:

 10 N WATER STREET
 SOUTH ELGIN, ILLINOIS 60177
 PHONE: (847) 742-5780

- NOTES:**
1. BEARINGS BASED ON NAD83 (2011) ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE.
 2. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
 3. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
 4. DIMENSIONS AND BEARINGS SHOWN HEREON BASED ON PLATS OF SUBDIVISIONS OF RECORD BY MACKIE CONSULTANTS, LLC.


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

DATE	DESCRIPTION OF REVISION	BY

DESIGNED	SRK
DRAWN	KMF
APPROVED	JAL
DATE	04-04-23
SCALE	1"=50'

EXHIBIT A WATERMAIN INTERCONNECT SOUTH ELGIN, ILLINOIS

SHEET	
1	OF 1
PROJECT NUMBER:	3402
© MACKIE CONSULTANTS LLC, 2023	
ILLINOIS FIRM LICENSE 184-002694	



AGENDA MEMORANDUM

DATE: April 27, 2023
TO: Forest Preserve District Land Acquisition Committee
FROM: Benjamin Haberthur, Executive Director
SUBJECT: Presentation and Approval of Closed Session Minutes from May 2007 through March 2023

PURPOSE:

The purpose of this memorandum is to provide the Committee with information to consider the release of Closed Session minutes and to request permission to destroy audio recordings of same which are older than 18 months and completely released.

BACKGROUND:

The Land Acquisition Committee of the Forest Preserve District of Kane County, Kane County, Illinois has reviewed the minutes of the Closed Sessions pursuant to Illinois Compiled Statute 5ILCS 120/2.03 and has made a determination as to whether the need for confidentiality still exists as to all or part of those minutes which have not been made fully public.

The Committee has determined that the need for confidentiality still exists as to all or part of the Closed Session minutes of: 05/17/07, 11/15/07, 09/24/09, 10/29/09, 12/3/09, 02/25/10, 06/24/10, 01/21/11, 06/30/11, 08/26/11, 09/30/11, 12/1/11, 04/26/12, 06/28/12, 07/26/12, 09/27/12, 02/28/13, 04/25/13, 05/30/13, 07/25/13, 08/29/13, 09/26/13, 10/31/13, 04/27/17, 05/25/17, 06/29/17, 07/27/17, 08/24/17, 12/1/17, 03/23/18, 04/26/18, 05/24/18, 06/28/18, 07/26/18, 08/24/18, 09/27/18, 10/25/18, 01/23/19, 02/28/19, 04/25/19, 05/23/19, 06/21/19, 07/25/19, 08/29/19, 09/26/19, 10/31/19, 12/03/19, 01/30/20, 04/24/20, 05/22/20, 06/25/20, 08/27/20, 09/24/20, 10/29/20, 12/18/20, 01/28/21, 02/25/21, 03/25/21, 04/29/21, 07/29/21, 09/30/21, 10/28/21, 01/27/22, 2/24/22 03/24/22, 05/26/22, 06/30/22, 08/25/22, 09/29/2022, 10/27/22, 12/15/22, 01/26/23, 02/23/23 and 3/30/23.

The Committee has determined that there is no longer a need for confidentiality as to all or part of the Closed Session minutes of: 05/17/07, 09/24/09, 08/29/13, 09/26/13, 04/27/17, 05/25/17, 06/29/17, 08/24/17, 09/28/2017, 03/23/18, 04/26/18, 05/24/18, 08/24/18, 09/27/18, 10/25/18, 01/23/19, 02/28/19, 04/25/19, 06/21/19, 07/25/19, 08/29/19, 10/31/19, 12/03/19, 01/30/20, 04/24/20, 10/29/20, 12/18/20, 01/28/21, 02/25/21, 03/25/21, 04/29/21, 07/29/21, 09/30/21, 10/28/21, 02/24/22, 03/24/22, 05/26/22, 06/30/22, 08/25/22, 09/29/2022, 10/27/22, 12/15/22, 01/26/23, 02/23/23 and 3/30/23.

RECOMMENDATION:

The Committee recommends the approval of the Closed Session minutes as presented.