



## FOREST PRESERVE DISTRICT OF KANE COUNTY

### LAND ACQUISITION COMMITTEE AGENDA

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Chairman, Jarett Sanchez	<input type="checkbox"/>	Deborah Allan	<input type="checkbox"/>	Anita Lewis	<input type="checkbox"/>
President, Christopher Kious	<input type="checkbox"/>	Mark Davoust	<input type="checkbox"/>	John Martin	<input type="checkbox"/>
Treasurer Drew Frasz	<input type="checkbox"/>	Ron Ford	<input type="checkbox"/>	Ken Shepro	<input type="checkbox"/>
Executive Director, Monica Meyers	<input type="checkbox"/>				

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Thursday

8:30 AM

September 30, 2021

- I. Call to Order
- II. Approval of Minutes from August 26, 2021
- III. Public Comment (Each Speaker is limited to three minutes)
- IV. Closed Session to Discuss Land Acquisition, Contracts, Litigation and Personnel
- V. New or Unfinished Business
  - A. Presentation and Approval of an Easement Agreement with the Village of South Elgin for Kenyon Farms Subdivision Connection to the Illinois Prairie Path
- VI. Communications
- VII. Chairman's Comments
- VIII. Adjournment

Adjournment until: Thursday, October 28, 2021 at 8:30 a.m. via zoom and in person at the Forest Preserve District Office Board Room 3<sup>rd</sup> floor 1996 S. Kirk Road, Geneva, IL 60134



# AGENDA MEMORANDUM

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**DATE:** September 30, 2021

**TO:** Forest Preserve District Land Acquisition Committee

**FROM:** Ken Anderson Jr., Chief of Planning & Operations  
Monica Meyers, Executive Director

**VIA:** Ken Stanish, Chief Financial Officer

**SUBJECT:** Presentation and Approval of an Easement Agreement with the Village of South Elgin for Kenyon Farms Subdivision Connection to the Illinois Prairie Path

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**PURPOSE:**

The purpose of this memorandum is to provide the Committee with information to consider a Grant of Easement with the Village of South Elgin (Village) for access from the subdivision known as Kenyon Farms to the Forest Preserve District of Kane County's (District) trail known as the Illinois Prairie Path-Elgin Branch.

**BACKGROUND:**

The Kenyon Farms subdivision within the Village of South Elgin is presently under construction. The proposed plans provide two trail connections on the east side of the Illinois Prairie Path-Elgin Branch, north of Middle Street. The northern access point shall be a 30-foot by 62-foot area, while the southern access point shall be a 70-foot by 64-foot area. Each trail connection will be a permanent, non-exclusive easement, and will be the responsibility of the Village. The trail connections will benefit the residents of Kenyon Farms subdivision.

**FINANCIAL IMPACT:**

There is no financial impact to the District.

**RECOMMENDATION:**

Staff recommends the Committee approve the Grant of Easement with the Village of South Elgin for the trail connections to the Illinois Prairie Path-Elgin Branch for the Kenyon Farms Subdivision.

**ATTACHMENTS:** Countywide Location Map  
Illinois Prairie Path Map  
Grant of Easement & Exhibit

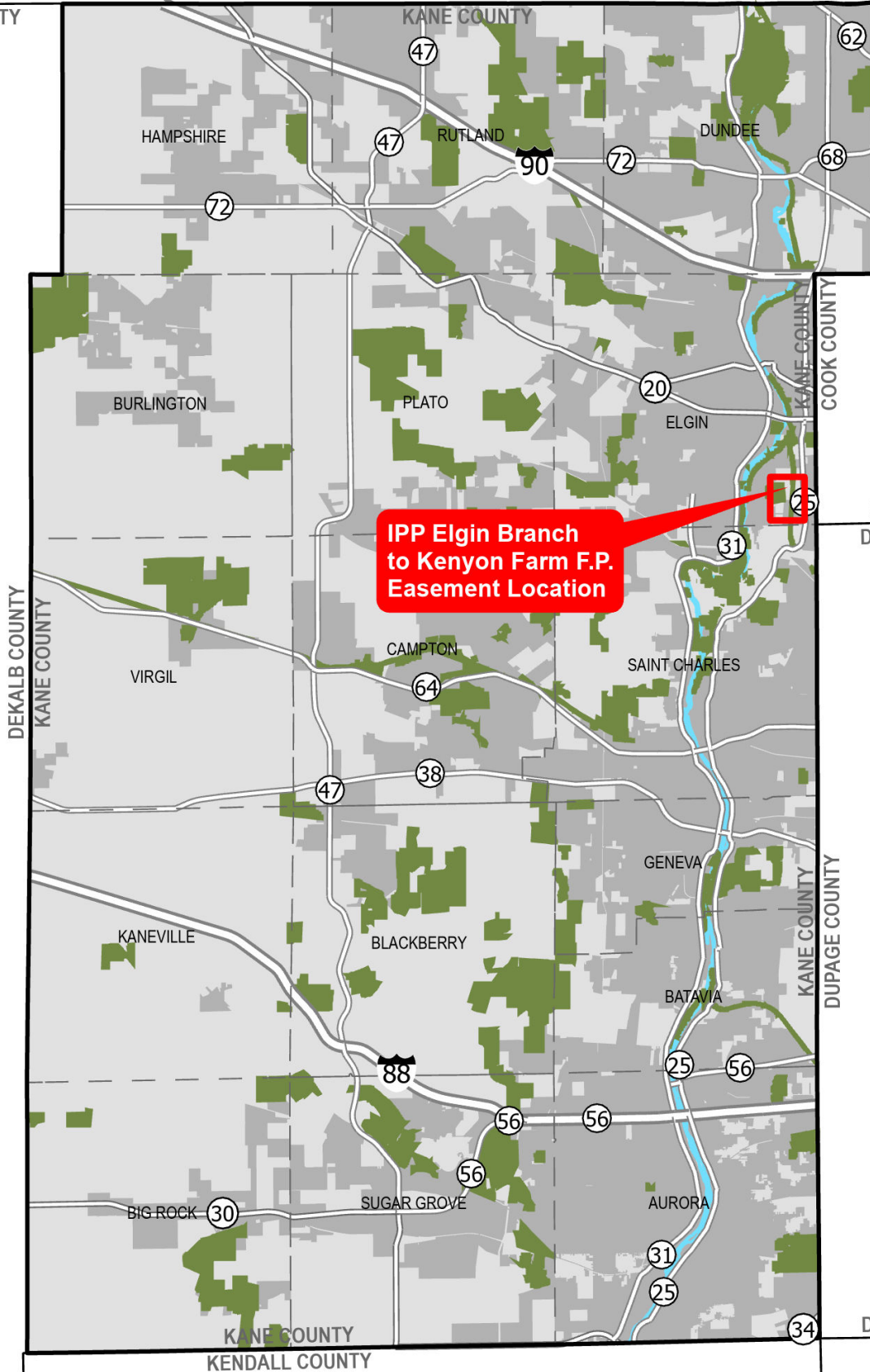


# Illinois Prairie Path - Elgin Branch to Kenyon Farm F.P. Easement

County Location Map  
Elgin, IL

MCHENRY COUNTY  
DEKALB COUNTY

MCHENRY COUNTY



COOK COUNTY  
DUPAGE COUNTY

DUPAGE COUNTY  
WILL COUNTY





Founded in 1963

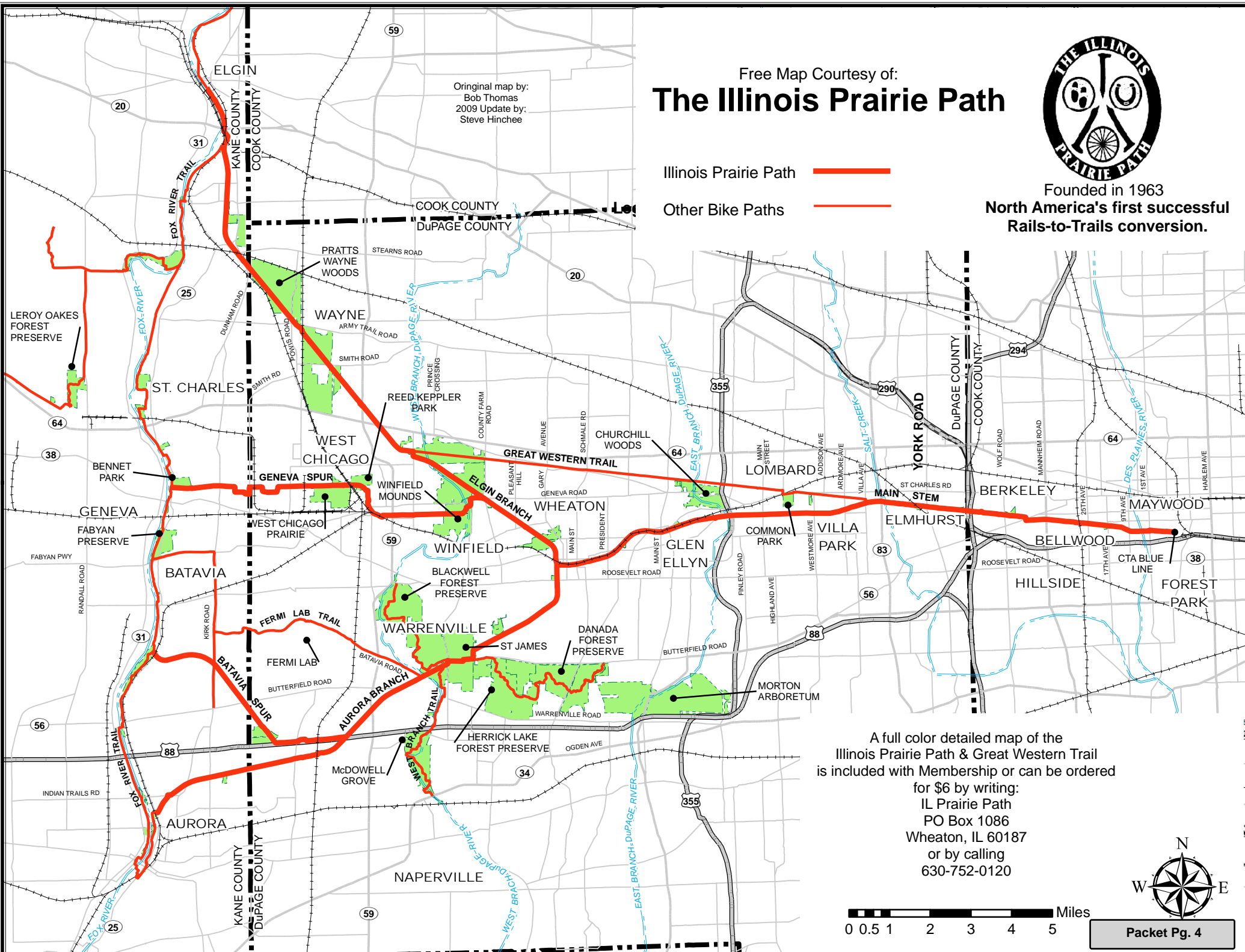
North America's first successful  
Rails-to-Trails conversion.

# Free Map Courtesy of: The Illinois Prairie Path

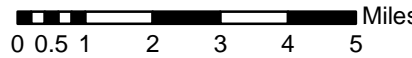
Illinois Prairie Path 

Other Bike Paths 

Original map by:  
Bob Thomas  
2009 Update by:  
Steve Hinchee



A full color detailed map of the  
Illinois Prairie Path & Great Western Trail  
is included with Membership or can be ordered  
for \$6 by writing:  
IL Prairie Path  
PO Box 1086  
Wheaton, IL 60187  
or by calling  
630-752-0120



**RESOLUTION NO. 2021-11**

**A RESOLUTION AUTHORIZING AND APPROVING AN EASEMENT AGREEMENT WITH THE FOREST PRESERVE DISTRICT OF KANE COUNTY CONCERNING THE ILLINOIS PRAIRIE PATH**

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**WHEREAS**, the Village of South Elgin (“Village”) is an Illinois municipal corporation organized and operating under the Constitution and laws of the State of Illinois; and

**WHEREAS**, the Forest Preserve District of Kane County (“District”) is an Illinois unit of local government organized and operating under the Constitution and laws of the State of Illinois; and

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, further authorizes intergovernmental cooperation; and

**WHEREAS**, the Village recently approved a development of single-family homes (“Kenyon Farms”) that, upon construction, will be located adjacent to the Illinois Prairie Path; and

**WHEREAS**, Kenyon Farms includes 2 out lots intended to provide pedestrian and bicycle access between Kenyon Farms and the Illinois Prairie Path; and

**WHEREAS**, the Village and the District desire to enter into the easement agreement attached as Exhibit A (“Easement Agreement”) authorizing, among other things, pedestrians and bicyclists to access the Illinois Prairie Path from Kenyon Farms; and

**WHEREAS**, the Village wishes to adopt this Resolution to approve the Easement Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the President and the Board of Trustees of the Village of South, Kane County, Illinois, as follows:

**SECTION 1.** The foregoing recitals and all exhibits attached to this Resolution are incorporated as though fully set forth in this Section.

**SECTION 2.** The Board of Trustees hereby approves the Easement Agreement in substantially the form attached to this Resolution as Exhibit A. The Village President and Village Clerk are hereby directed to execute and attest the Easement Agreement on behalf of the Village. The Village Administrator is authorized and directed to enforce and implement the Easement Agreement's terms.

**SECTION 3.** The Village Administrator is hereby authorized and directed to record the Easement Agreement on behalf of the Village upon receipt of a signed Easement Agreement from the District and after its execution by all parties.

**SECTION 4.** This Resolution shall become effective upon its passage and approval as provided by law.

**SECTION 5.** All prior resolutions and ordinances in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency

[Signature page follows]

APPROVED and ADOPTED by the Village President and Board of Trustees of the Village of South Elgin this 20<sup>th</sup> day of September, 2021 pursuant to roll call vote as follows:

AYES: Trustees Guess, Wieser, Sweet, Barconi, Richmond & Kolodziej (6)

NAYS: (0)

ABSENT: (0)

ABSTAIN: (0)

*Steven Ward*  
Steven Ward, Village President

ATTEST:

*Margaret M. Gray*  
Margaret M. Gray, Village Clerk



Exhibit A

**Easement Agreement**

[attached]



GRANT OF EASEMENT

This Grant of Easement (“Agreement”) made this \_\_ day of \_\_, 2021, by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY (hereinafter sometimes referred to as “Grantor”), and the VILLAGE OF SOUTH ELGIN, an Illinois Municipal corporation, (hereinafter referred to as “Village” and “Grantee”), The Grantor and Grantee are sometimes collectively referred to as the “Parties”).

WHEREAS, Grantor is the owner of certain real property situated in the County of Kane, State of Illinois, consisting of a former railroad right-of-way and now known as the “Illinois Prairie Path” bike path running adjacent to Kenyon Farms Subdivision through the Village of South Elgin, as depicted and described in the Plat of Easement prepared by Mackie Consultants, LLC, dated August 27, 2021, attached hereto as Exhibit A and made a part hereof by this reference (“Subject Parcel” or “Illinois Prairie Path”). The Parcel depicted on Exhibit A as the “Proposed Easements,” 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 desires to obtain from the Grantor, and Grantor agrees to grant to Village, two permanent, non-exclusive, easements measuring approximately (a) 62 feet (east-west) by 30 feet (north-south); and (b) 64 feet (east-west) by 70 feet (north south) over the Subject Parcel, immediately north of and adjacent to Middle Street in the Village of South Elgin (all as more particularly set forth on Exhibit A) with the right to establish and install a two bike trail and pedestrian walk connections and related appurtenances (the “Trail Connections”)

at grade to the existing Illinois Prairie Path from Kenyon Farm Subdivision at the intersection of the Illinois Prairie Path with Outlots A and F in the Kenyon Farm Subdivision to the Village of South Elgin (the locations of Trail Connections are referred to herein sometimes as the "Easement Areas"); and

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

NOW, THEREFORE, in consideration of the acceptance of this grant by 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 grants to the Village the right to establish and install at grade, two bike trail and pedestrian walk connections and (the "Trail Connections") related appurtenances to the existing Illinois Prairie Path from Kenyon Farms Subdivision at the intersection of the Illinois Prairie Path with Outlots A and F in the Kenyon Farm Subdivision to the Village of South Elgin. The Village's rights under this Section are subject to Village obtaining all necessary approvals or rights relative to any area not under ownership of the Grantor which may be necessary for placement of the trail that will connect to the Illinois Prairie Path, together with a continuing maintenance obligation for the Trail Connection by the Village.
2. Improvements to the Easement Areas ("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 various Easement 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, that Village shall not be obligated to replace or repair any trees, bushes, shrubs, or other plant material that are removed by either of them during the exercise of the easement rights granted herein. Village agrees, however, to use reasonably practicable efforts to minimize the removal of such plant material.

4. Upon reasonable notice to Grantor (except in case of emergency), Village shall have the right of ingress to and egress from the Easement Areas 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 Areas and to grant other and further easements to third parties for all purposes that will not interfere with full enjoyment of the rights granted by this instrument; provided, however, the Grantor shall not erect or construct any building or shelter, nor shall Grantor plant any trees, on the Easement Areas without the prior written consent of Village. Grantor shall also not grant any additional easements over the Easement Areas which unreasonably interfere with full enjoyment of the rights granted by this instrument.

6. 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 agree to indemnify and hold harmless Grantor from any and all liens placed against the Easement Areas arising from said construction, maintenance or repair activities conducted by or through such party.

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

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, homeowners associations, or other agents to perform work in the Easement Premises. The subject work will be contracted for by private developers and dedicated to Village, as the case might be, upon completion and acceptance.

11. That Grantor hereby represents and warrants to Village that it is the fee simple title holder of the Subject Parcel and that it has the full power and authority to enter into and make the agreements 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 the Village's cost with the Kane County Recorder.

**SIGNATURE PAGES FOLLOW**



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 W. 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
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 Steven Ward, personally known to me to be the President of the Village of South Elgin, and Margo Gray, 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.

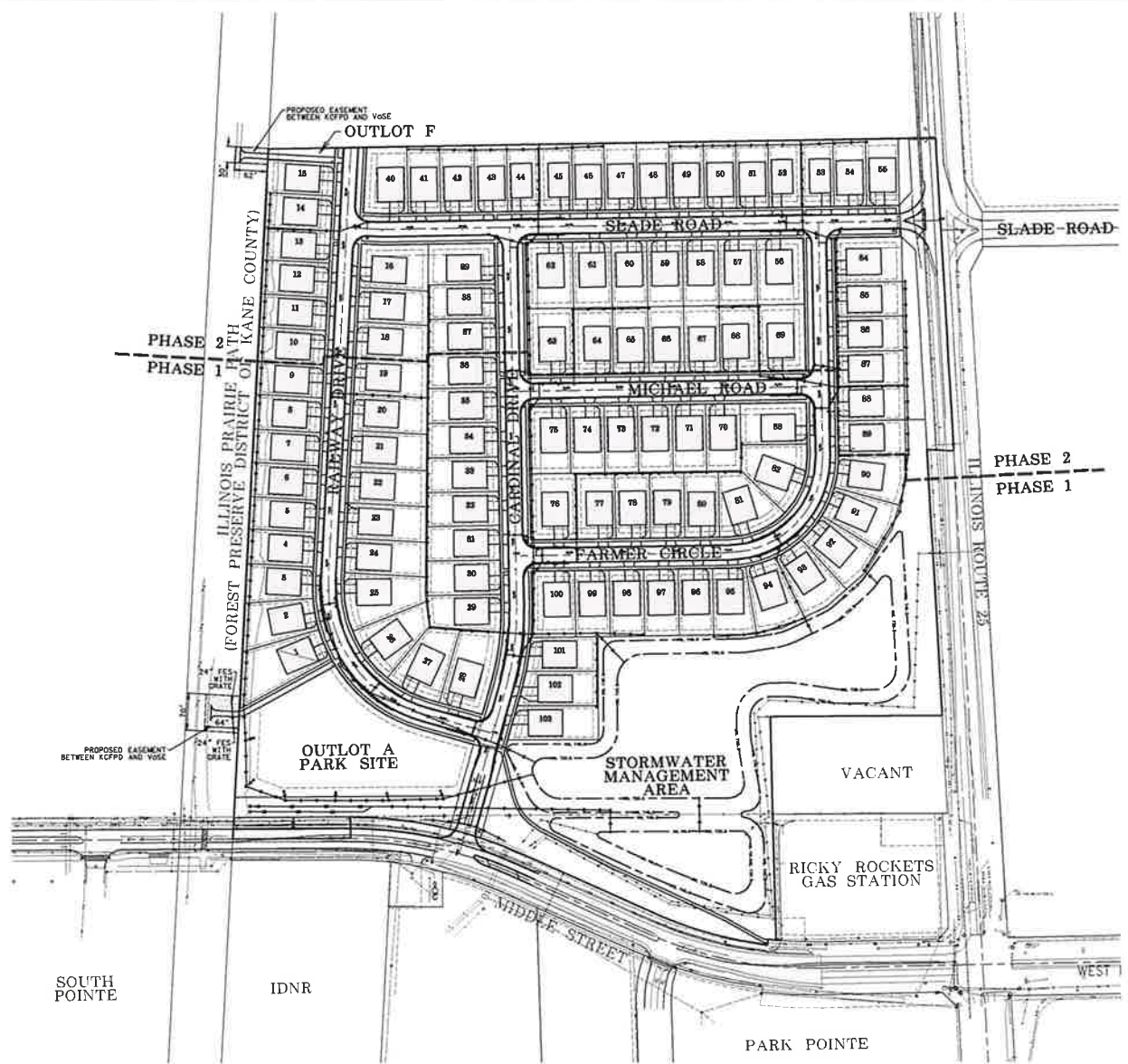
Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**EXHIBIT A**

**See Plat of Easement Attached Hereto as Exhibit A**



**Mackie Consultants, LLC**  
 8575 W. Higgins Road, Suite 500  
 Rosemont, IL 60018  
 (847)596-1400  
 www.mackieconsultants.com

CLIENT:

**WYNDHAM HOMES, LLC**

310 S COUNTY FARM ROAD, SUITE H  
 WHEATON, IL 60187-2409

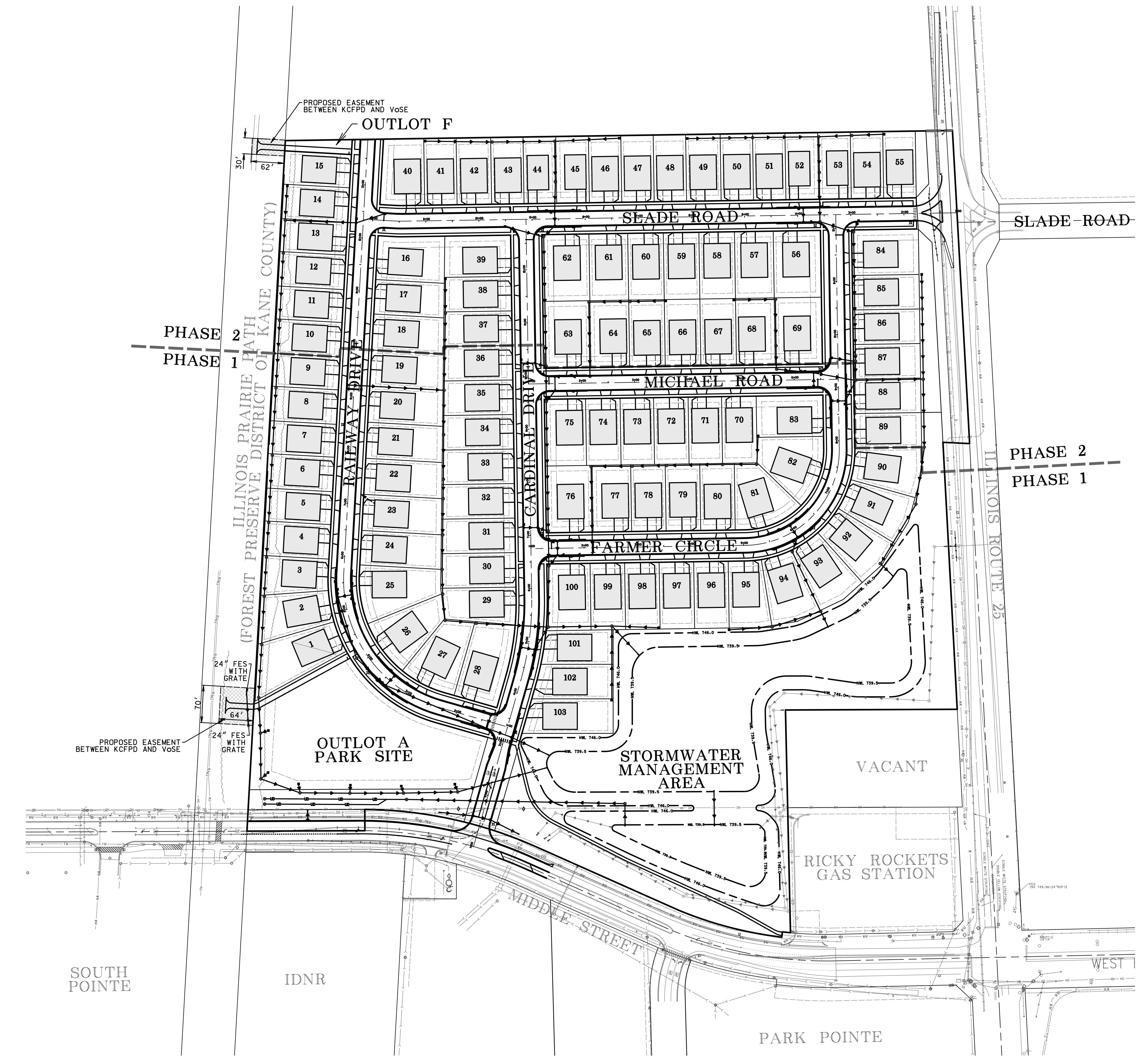
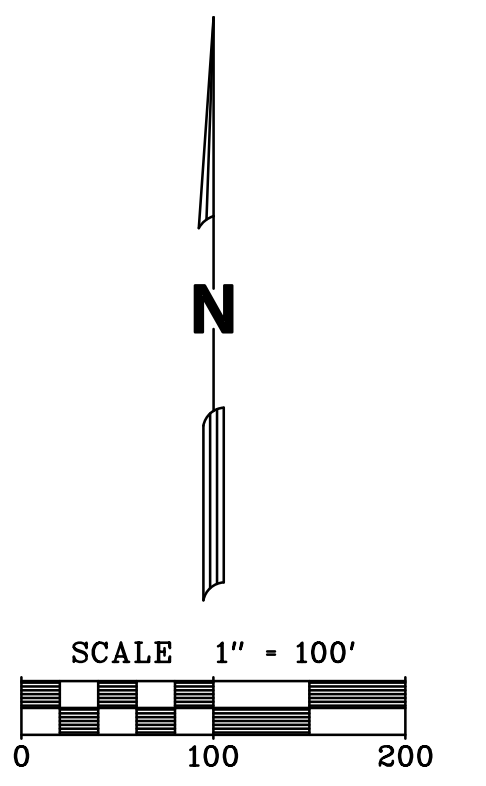
DATE	DESCRIPTION OF REVISION	BY

DESIGNED	DMK/TKB
DRAWN	DM
APPROVED	TKB
DATE	8-27-2021
SCALE	1" = 100'

**KCFPD EASEMENT EXHIBIT**  
**KENYON FARMS SUBDIVISION**  
**SOUTH ELGIN, ILLINOIS**

SHEET	1 OF 1
PROJECT NUMBER	BC/3957
DESIGNER	MAC KIE CONSULTANTS, LLC 2021
ILLINOIS FIRM LICENSE	184-000164





8/27/2021 8:50:16 AM H:\Utility\1357\Kenyon\KCFPD\_easement\_exhibit.dgn



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

CLIENT:  
**WYNDHAM HOMES, LLC**  
 310 S. COUNTY FARM ROAD, SUITE H  
 WHEATON, IL 60187-2409

DATE	DESCRIPTION OF REVISION	BY

DESIGNED	DMK/TKB
DRAWN	DM
APPROVED	TKB
DATE	8-27-2021
SCALE	1" = 100'

**KCFPD EASEMENT EXHIBIT  
 KENYON FARMS SUBDIVISION  
 SOUTH ELGIN, ILLINOIS**

SHEET  
**1** OF **1**  
 PROJECT NUMBER: BC/3957  
 © MACKIE CONSULTANTS, LLC, 2021  
 ILLINOIS FIRM LICENSE 184-002694