
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRENT EICHELBERGER, VILLAGE ADMINISTRATOR
ALISON MURPHY, ASSISTANT TO THE VILLAGE
ADMINISTRATOR/VILLAGE CLERK
SUBJECT: ORDINANCE: VACATING RIGHT-OF-WAY (CALKINS DRIVE)
AGENDA: JANUARY 18, 2022 REGULAR BOARD MEETING
DATE: JANUARY 14, 2022

ISSUE

Should the Village Board approve an ordinance vacating right-of-way (Calkins Drive).

DISCUSSION

In 2003, the Village of Sugar Grove transferred three parcels of land at 70 Calkins Drive to the Sugar Grove Township Community House. The intention was to transfer four parcels, however, parcel 14-21-180-37 was inadvertently omitted from the description on the Quit Claim Deed and, therefore, remains under the ownership of the Village. It has been discussed for years to transfer the final parcel to simplify ownership. In addition the Village desires to vacate the right-of-way adjacent to the properties at Calkins Drive and transfer it to the Community House. Attorneys for the Community House and the Village have reviewed and agreed to the ordinance and resolution presented to accomplish these transfers.

COST

The cost for the transfer is attorney fees over the course of the issue is approximately \$1,500.00.

RECOMMENDATION

That the Board approve an ordinance vacating right-of-way (Calkins Drive).



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

Ordinance No. 20220118B

**An Ordinance Vacating Right-of-Way
(Calkins Drive)
Village of Sugar Grove, Kane County, Illinois**

Adopted by the
Board of Trustees and President
of the Village of Sugar Grove
this 18th day of January, 2022.

Published in Pamphlet Form
by authority of the Board of Trustees
of the Village of Sugar Grove, Kane County,
Illinois, this 18th day of January, 2022.

ORDINANCE NO. 20220118B

**An Ordinance Vacating Right-of-Way
(Calkins Drive)
Village of Sugar Grove, Kane County, Illinois**

BE IT ORDAINED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, (the “Corporate Authorities”) as follows;

WHEREAS, the Village of Sugar Grove (“Village”) is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and accordingly, acts pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1) provides that the corporate authorities of a municipality may vacate any street or alley, or part thereof, within their jurisdiction in any incorporated area when they determine that the public interest will be subserved by vacating said street or alley; and,

WHEREAS, pursuant to Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1), the Corporate Authorities find that the right-of-way as further described and incorporated herein as Exhibit A, is of no further use to the Village, except as hereinafter provided, and that the vacation of the right-of-way will not materially impair or interfere with the use already existing and will not be detrimental to the public; and,

WHEREAS, the Corporate Authorities further find that said vacation will not materially impair access to any property owner; and,

WHEREAS, the Corporate Authorities further find that the relief to the public from further burden and responsibility of maintaining the right-of-way herein vacated is just and adequate compensation for the benefits which will accrue following the transfer; and,

WHEREAS, the Corporate Authorities further find that the public interest is best served by the Village’s retention of a permanent easement in the right-of-way for the maintenance, renewal, and reconstruction of utility facilities; and,

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

SECTION ONE: VACATION OF RIGHT-OF-WAY

The Village of Sugar Grove, Kane County, Illinois, hereby vacates, subject to the terms set forth in this Ordinance, the following right-of-way:

See **Exhibit A** (the “Vacated Territory”), attached hereto and incorporated herein.

Upon vacation of the Vacated Territory, that portion of the Vacated Territory that lies between the center line of the Vacated Territory and the property line of each parcel adjoining the Vacated Territory shall vest in the record owner of such adjoining parcel. A legal description and the permanent index numbers of the parcels acquiring the portion of the Vacated Territory that lies between the centerline of the Vacated Territory and the boundary of such described parcel abutting the Vacated Territory are as follows:

Property Descriptions	Permanent Index Numbers
<p><u>PARCEL ONE:</u> THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF CALKIN’S SUBDIVISION, SUGAR GROVE; THENCE SOUTH 0° 10’ EAST ALONG THE EAST LINE OF SAID SUBDIVISION 17.5 FEET; THENCE NORTH 88° 36’ EAST TO A POINT 165 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER (MEASURED ALONG LAST DESCRIBED LINE EXTENDED EAST) FOR THE POINT OF BEGINNING; THENCE SOUTH 0° 18’ EAST PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 165 FEET; THENCE NORTH 88° 36’ EAST 165 FEET TO THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH 0° 18’ WEST ALONG SAID EAST LINE 165 FEET; THENCE SOUTH 88° 36’ WEST 165 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.</p> <p>PIN: 14-21-180-018</p> <p><u>PARCEL TWO:</u> THE EASTERLY 18 FEET, MEASURED ALONG THE SOUTHERLY LINE OF LOT 4 OF JASCHOB’S SUBDIVISION OF PART OF THE</p>	<p>14-21-180-018 14-21-180-017 14-21-180-034 14-21-180-033 14-21-180-040 14-21-180-019</p>

NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 38 NORTH, RANGE 7 EAST
OF THE THIRD PRINCIPAL MERIDIAN,
IN THE VILLAGE OF SUGAR GROVE,
KANE COUNTY, ILLINOIS.

PIN: 14-21-180-017

PARCEL THREE: THE WEST 15 FEET OF
THE EAST 33 FEET OF LOT 4 IN
JASCHOB'S SUBDIVISION, A
SUBDIVISION OF PART OF THE
NORTHWEST QUARTER OF SECTION
21, TOWNSHIP, 38 NORTH, RANGE 7
EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN THE VILLAGE OF SUGAR
GROVE, KANE COUNTY, ILLINOIS.

PIN: 14-21-180-034

PARCEL FOUR: THE NORTH 144 FEET
OF LOT 3 IN JASCHOB'S SUBDIVISION
ACCORDING TO THE PLAT THEREOF
RECORDED SEPTEMBER 17, 1959 AS
DOCUMENT 900735, IN THE VILLAGE
OF SUGAR GROVE, KANE COUNTY,
ILLINOIS.

PIN: 14-21-180-033

PARCEL SIX: THAT PART OF LOT 3 IN
JASCHOB'S SUBDIVISION ACCORDING
TO THE PLAT THEREOF RECORDED
SEPTEMBER 17, 1959 AS DOCUMENT
900735 DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST
CORNER OF CALKINS SUBDIVISION;
THENCE SOUTH, ALONG THE EAST
LINE OF SAID SUBDIVISION, 227.5 FEET
TO THE WESTERLY EXTENSION OF
THE SOUTH LINE OF CALKINS DRIVE;
THENCE EAST, ALONG SAID
WESTERLY EXTENSION AND ALONG

SAID SOUTH LINE OF CALKINS DRIVE, 93.42 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING EAST, ALONG THE SOUTH LINE OF SAID CALKINS DRIVE, 93.42 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH, ALONG SAID EAST LINE, 120 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE WEST, ALONG SAID SOUTH LINE, 93.42; THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID CALKINS SUBDIVISION, 120 FEET TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PIN: 14-21-180-037

PARCEL EIGHT: THAT PART OF LOT 3 IN JASCHOB'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1959 AS DOCUMENT 900735 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF CALKINS SUBDIVISION; THENCE SOUTH, ALONG THE EAST LINE OF SAID SUBDIVISION, 227.5 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF CALKINS DRIVE; THENCE EAST, ALONG SAID WESTERLY EXTENSION AND ALONG SAID SOUTH LINE OF CALKINS DRIVE, 93.42 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING EAST, ALONG THE SOUTH LINE OF SAID CALKINS DRIVE, 93.42 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH, ALONG SAID EAST LINE, 120 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE WEST, ALONG SAID SOUTH LINE, 93.42; THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID CALKINS

<p>SUBDIVISION, 120 FEET TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.</p> <p>PIN: 14-21-180-040</p> <p><u>PARCEL NINE:</u> LOT 2 IN JASCHOB'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP, 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.</p> <p>PIN: 14-21-180-019</p>	
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The Village shall cause a certified copy of this Ordinance and the Plat of Vacation to be executed and recorded with the Kane County Recorder's Office. The Village President is hereby authorized to execute such additional and further documents as are necessary to effectuate the terms of this Ordinance.

SECTION TWO: **RESERVATION OF EASEMENTS**

The vacation of the Vacated Territory shall be subject to the following conditions:

A perpetual easement upon said vacated right-of-way is hereby reserved for and granted to the Village of Sugar Grove, Illinois, and any public utilities operating under franchise from the Village of Sugar Grove or otherwise with facilities on, over, or under the Vacated Territory, their successors or assigns (cumulatively, "Grantees"), to operate, maintain, renew, and reconstruct their facilities as now or may be in the future existing on, over, or under the Vacated Territory, as more specifically set forth on Exhibit A (the "Easement Premises") and subject to the following provisions. Where the terms of the Plat of Vacation and terms provided herein shall conflict, the terms set forth in this Section Two shall control:

- A. **RESTORATION.** The Grantees shall restore the Easement Premises and immediately surrounding areas to the condition as it existed immediately prior to the

performance of any work within the Easement Premises, reasonable wear and tear and casualty not caused by the Grantees excepted. Without limitation, the Grantees shall repair any damaged and/or settled asphalt and other improvements within the Easement Premises and immediately surrounding areas, including, but not limited to, any cracks, sinkholes, trenches, cavities, and other disturbances thereto resulting in whole or in part from the utility facilities and appurtenances or the installation or maintenance thereof during the duration of the Intergovernmental Agreement Providing For The Conveyance Of Vacated Right-Of-Way And Parcel Bearing PIN 14-21-180-037 (the "Agreement"), attached hereto and incorporated herein as Exhibit B.

B. SELF-HELP. If the Grantees fail to perform the work in accordance with the terms and conditions set forth herein and in the Agreement, including any restoration or repair work, to the satisfaction of the owner(s) of the impacted area, then such owner(s) shall serve the Grantees failing to so perform with a written notice specifying the conditions complained of. The notified party shall have thirty (30) days from receipt of said notice to cure the defects complained of in the notice, or if such conditions are not curable within thirty (30) days, then the notified party shall commence such cure within thirty (30) days and thereafter diligently prosecute such cure to completion. If the Grantee responsible is unable to satisfy its obligations herein within the cure period as provided herein, then the parties agree that the Grantee responsible for the maintenance of the condition cured by self-help agrees to reimburse the owner(s) of the impacted area for any work performed by or for the owner(s) of the impacted area reasonably necessary at reasonable costs to bring the Easement Premises into compliance with the Grantee's repair and restoration obligations in accordance with the Agreement, the Village Code of Ordinances, or any other franchise agreement a Grantee may have with the Village of Sugar Grove. The foregoing notwithstanding, in an emergency situation involving an immediate and serious threat to safety, property or a material and adverse effect to the impacted owner's use of its property, such impacted owner(s) shall be permitted to take such limited act or actions at the Grantee's cost, as is or are reasonably required to abate the condition, without requirement of advanced notice, provided that such party shall provide the impacted Grantee notice of such emergency actions as soon as practicable following commencement of same.

C. VILLAGE'S COVENANTS. The Grantees hereby covenant and agree that due care, skill, and diligence will be used in constructing, reconstructing, laying, repairing, and maintaining the utility facilities and the appurtenances thereto in the Easement Premises.

D. INDEMNIFICATION. The abutting property owner(s) taking title to the Vacated Territory shall be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of the Village's, its contractors', agents', officers', members', employees', invitees', or licensees' (cumulatively, the "Village Parties") exercise of rights granted pursuant to the easement herein reserved and granted or use of the Easement Premises or of the improvements or personal property of the Village Parties thereto or thereon, including any liability for injury or death to the person or property of the Village Parties or to any property under the control or custody of the Village

Parties, except to the extent such casualty is caused by the negligent acts or omissions or willful misconduct of the respective owner(s) of the Easement Premises. The Village shall indemnify, protect, defend, the respective owner(s) of the Easement Premises from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, caused by or arising out of or in any way related to the Village Parties' exercise of rights granted hereunder or use of the Easement Premises or of the improvements or personal property of the Village Parties thereto or thereon, except to the extent that such claim, liability, judgment, cost, damage, or expense arises from the negligent acts or omissions or willful misconduct by the respective owner(s) of the Easement Premises.

SECTION THREE: **GENERAL PROVISIONS**

REPEALER: All ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SEVERABILITY: Should any provision of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions will remain in full force and effect the same as if the invalid provision had not been a part of this Ordinance.

EFFECTIVE DATE: This Ordinance shall be in full force and effect on and after its approval, passage, and publication in pamphlet form as provided by law.

This Ordinance is hereby passed by the affirmative vote of three-fourths of all the trustees holding office of the Village of Sugar Grove, Kane County, Illinois, at a meeting of the Village Board. **PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this ____ day of _____, 2022.

Jennifer Konen, President of the Board of Trustees
of the Village of Sugar Grove, Kane County, Illinois

ATTEST: _____
Alison Murphy, Village Clerk of the Village of
Sugar Grove, Kane County, Illinois

	Aye	Nay	Absent	Abstain
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Ryan Walter	_____	_____	_____	_____
Village President Jennifer Konen	_____	_____	_____	_____

Exhibit A
Plat of Vacation

VILLAGE OF SUGAR GROVE EASEMENT PROVISIONS

Public Utility and Drainage Easement Provisions

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SBC AMERITECH, NICOR, COM ED, MEDIACOM, OTHER PUBLIC UTILITIES, AND HOLDERS OF EXISTING FRANCHISES GRANTED BY THE VILLAGE OF SUGAR GROVE, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE AREAS SHOWN ON THE PLAT AS PUBLIC UTILITY & DRAINAGE EASEMENT (abbreviated P.J.J. & D.E.) TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN, AND OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES UNDER THE SURFACE OF THE PUBLIC UTILITY & DRAINAGE EASEMENT, INCLUDING WITHOUT LIMITATION TO TELEPHONE CABLE, GAS MAINS, ELECTRIC LINES, CABLE TELEVISION LINES, AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON.

A NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF SUGAR GROVE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, STORM SEWERS, AND SANITARY SEWERS, WITHIN THE AREAS SHOWN ON THE PLAT AS PUBLIC UTILITY & DRAINAGE EASEMENT; TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS PUBLIC UTILITY AND DRAINAGE EASEMENT WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO, NO NEW PERMANENT BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR OVER ANY AREAS DESIGNATED AS PUBLIC UTILITY & DRAINAGE EASEMENT, BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, INCLUDING

THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THE EXISTING PARKING SURFACE WITHIN THE EASEMENT PREMISES, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREIN GRANTED AND RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED. THE CROSSING AND RECROSSING OF SAID EASEMENTS BY THE ABOVE NAMES ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE EASEMENTS BEING CROSSED OR RECROSSED. NO USE OR OCCUPATION OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE SURFACE DRAINAGE PATTERNS.

FOLLOWING ANY WORK TO BE PERFORMED BY THE ABOVE NAMED ENTITIES AND THEIR CONTRACTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (CUMULATIVELY, THE "EASEMENT GRANTEES") IN THE EXERCISE OF THEIR RESPECTIVE EASEMENT RIGHTS, THE EASEMENT GRANTEES RESPONSIBLE FOR THE WORK SHALL RESTORE THE EASEMENT PREMISES AND IMMEDIATELY SURROUNDING AREAS TO THE CONDITION AS IT EXISTED IMMEDIATELY PRIOR TO THE PERFORMANCE OF ANY WORK WITHIN THE EASEMENT PREMISES, REASONABLE WEAR AND TEAR AND CASUALTY NOT CAUSED BY THE VILLAGE EXCEPTED. WITHOUT LIMITATION, THE EASEMENT GRANTEES RESPONSIBLE FOR THE WORK SHALL REPAIR ANY DAMAGED AND/OR SETTLED ASPHALT WITHIN THE EASEMENT PREMISES AND IMMEDIATELY SURROUNDING AREAS, INCLUDING BUT NOT LIMITED TO ANY CRACKS, SINKHOLES, TRENCHES, CAVITIES, AND OTHER DISTURBANCES THERETO RESULTING IN WHOLE OR IN PART FROM THE UTILITY FACILITIES AND APPURTENANCES OR THE INSTALLATION OR MAINTENANCE THEREOF DURING THE DURATION OF THIS AGREEMENT.

IF THE VILLAGE FAILS TO PERFORM THE WORK IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREIN SET FORTH, INCLUDING ANY RESTORATION OR REPAIR WORK, TO THE SATISFACTION OF THE OWNER(S) OF THE IMPACTED AREA, THEN SUCH OWNER(S) SHALL SERVE THE VILLAGE WITH A WRITTEN NOTICE SPECIFYING THE CONDITIONS COMPLAINED OF. THE VILLAGE SHALL HAVE THIRTY (30) DAYS FROM RECEIPT OF SAID NOTICE TO CURE THE DEFECTS COMPLAINED OF IN THE NOTICE, OR IF SUCH CONDITIONS ARE NOT CURABLE WITHIN THIRTY (30) DAYS, THEN THE VILLAGE SHALL COMMENCE SUCH CURE WITHIN THIRTY (30) DAYS AND THEREAFTER DILIGENTLY PROSECUTE SUCH CURE TO COMPLETION. IF THE VILLAGE RESPONSIBLE IS UNABLE TO SATISFY ITS OBLIGATIONS WITHIN THE CURE PERIOD AS PROVIDED HEREIN, THEN THE

PARTIES AGREE THAT THE VILLAGE AGREES TO REIMBURSE THE OWNER(S) OF THE IMPACTED AREA REASONABLY NECESSARY AT REASONABLE COSTS TO BRING THE EASEMENT PREMISES INTO COMPLIANCE WITH THE VILLAGE'S REPAIR AND RESTORATION OBLIGATIONS. THE FOREGOING NOTWITHSTANDING, IN AN EMERGENCY SITUATION INVOLVING AN IMMEDIATE AND SERIOUS THREAT TO SAFETY, PROPERTY OR A MATERIAL AND ADVERSE EFFECT TO THE IMPACTED OWNER'S USE OF ITS PROPERTY, SUCH IMPACTED OWNER(S) SHALL BE PERMITTED TO TAKE SUCH LIMITED ACT OR ACTIONS AT THE VILLAGE'S COST, AS IS OR ARE REASONABLY REQUIRED TO ABATE THE CONDITION, WITHOUT REQUIREMENT OF ADVANCED NOTICE, PROVIDED THAT SUCH PARTY SHALL PROVIDE THE IMPACTED VILLAGE NOTICE OF SUCH EMERGENCY ACTIONS AS SOON AS PRACTICABLE FOLLOWING COMMENCEMENT OF THE SAME.

THE VILLAGE HEREBY COVENANTS AND AGREES THAT DUE CARE, SKILL AND DILIGENCE WILL BE USED IN CONSTRUCTING, LAYING AND REPAIRING AND MAINTAINING THE UTILITY FACILITIES AND THE APPURTENANCES THERETO IN THE EASEMENT PREMISES.

THE ABUTTING PROPERTY OWNER(S) TAKING TITLE TO THE VACATED TERRITORY SHALL BE FREE FROM ALL LIABILITY BY REASON OF INJURY OR DEATH TO PERSONS OR INJURY TO PROPERTY FROM WHATEVER CAUSE ARISING OUT OF THE VILLAGE'S, ITS CONTRACTORS', AGENTS', OFFICERS', MEMBERS', EMPLOYEES', INVITEES', OR LICENSEES' (CUMULATIVELY, THE "VILLAGE PARTIES") EXERCISE OF RIGHTS GRANTED PURSUANT TO THE EASEMENT HEREIN RESERVED AND GRANTED OR USE OF THE EASEMENT PREMISES OR OF THE IMPROVEMENTS OR PERSONAL PROPERTY OF THE VILLAGE PARTIES THERETO OR THEREON, INCLUDING ANY LIABILITY FOR INJURY OR DEATH TO THE PERSON OR PROPERTY OF THE VILLAGE PARTIES OR TO ANY PROPERTY UNDER THE CONTROL OR CUSTODY OF THE VILLAGE PARTIES, EXCEPT TO THE EXTENT SUCH CASUALTY IS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF THE RESPECTIVE OWNER(S) OF THE EASEMENT PREMISES. THE VILLAGE SHALL INDEMNIFY, PROTECT, DEFEND, THE RESPECTIVE OWNER(S) OF THE EASEMENT PREMISES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, CAUSED BY OR ARISING OUT OF OR IN ANY WAY RELATED TO THE VILLAGE PARTIES' EXERCISE OF RIGHTS GRANTED HEREUNDER OR USE OF THE EASEMENT PREMISES OR OF THE IMPROVEMENTS OR PERSONAL PROPERTY OF THE VILLAGE PARTIES THERETO OR THEREON, EXCEPT TO THE EXTENT THAT SUCH CLAIM, LIABILITY, JUDGMENT, COST, DAMAGE, OR EXPENSE ARISES FROM THE NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT BY THE RESPECTIVE OWNER(S) OF THE EASEMENT PREMISES.

Exhibit B

**INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR CONVEYANCE OF VACATED RIGHT-OF-WAY AND PARCEL
BEARING PIN
14-21-180-037**

STATE OF ILLINOIS)

COUNTY OF KANE)
)

Prepared by:

**Laura M. Julien
Mickey, Wilson, Weiler, Renzi,
Lenert & Julien, P.C.
140 S. Municipal Drive
Sugar Grove, IL 60554**

Return to:

**Village Clerk
Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554**

**INTERGOVERNMENTAL AGREEMENT
PROVIDING FOR CONVEYANCE OF VACATED RIGHT-OF-WAY AND PARCEL
BEARING PIN
14-21-180-037**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2022, by and between the VILLAGE OF SUGAR GROVE, an Illinois Municipal Corporation organized and existing under and by virtue of the laws of the State of Illinois (“Village”) and SUGAR GROVE TOWNSHIP, acting by and through the Board of Managers of Sugar Grove Township Community Building, established and existing pursuant to Article 150 of the Township Code of Illinois, 60 ILCS 1/150-5, *et seq.*, an Illinois body corporate and politic organized and existing under and by virtue of the laws of the State of Illinois)(“Township”) (each of which may individually be referred to as a “Party” or together as “Parties”).

WITNESSETH

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage units of local government to enter into intergovernmental agreements with one another; and,

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* authorizes the Parties to transfer land for any public purpose under such terms and conditions as they shall mutually agree upon; and,

WHEREAS, the Township is a “municipality” within the meaning of Section 1 of the Local Government Property Transfer Act; and,

WHEREAS, the Township owns and operates the facility known as the Sugar Grove Township Community Building, which is adjacent to certain real estate commonly known as Calkins Drive, or the “Calkins Drive Right of Way,” as legally described on the Plat of Vacation appended hereto as **Exhibit A** and hereby incorporated by reference as though fully set forth herein (“Vacated Territory”), and is utilized by the Township as parking space for the Sugar Grove Township Community Building; and,

WHEREAS, the Sugar Grove Community Building is operated and maintained by the Township as a public house, meeting space, and open space, and the same lies entirely within the corporate limits of the Village; and,

WHEREAS, the Village owns certain real property bearing permanent index number 14-21-180-037 and legally described as:

THAT PART OF LOT 3 IN JASCHOB’S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1959 AS DOCUMENT 900735 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF CALKINS SUBDIVISION; THENCE SOUTH, ALONG THE EAST LINE OF SAID SUBDIVISION, 227.5 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF CALKINS DRIVE; THENCE EAST, ALONG SAID WESTERLY EXTENSION AND ALONG SAID SOUTH LINE OF CALKINS DRIVE, 93.42 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING EAST, ALONG THE SOUTH LINE OF SAID CALKINS DRIVE, 93.42 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH, ALONG SAID EAST LINE, 120 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE WEST, ALONG SAID SOUTH LINE, 93.42; THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID CALKINS SUBDIVISION, 120 FEET TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

(“Parcel Six”); and,

WHEREAS, it is the desire of the Township and the Village that the Vacated Territory be vacated as a right of way by the Village pursuant to the provisions contained in the Municipal Code in 65 ILCS 5/11-91-1 *et. seq.*, the Lease Agreement be terminated, and the Vacated Territory be conveyed to the Township pursuant to the provisions of the Local Government Transfer Act; and,

WHEREAS, it is the desire of the Township and the Village that Parcel Six be conveyed to the Township pursuant to the provisions of the Local Government Transfer Act; and,

WHEREAS, the Vacated Territory and Parcel Six may be individually referred to separately, but shall be collectively referred to herein as the “Premises” whenever a provision is

intended to apply to both; and,

WHEREAS, the Village and Township have authorized, by ordinance, the execution of this Agreement, as an exercise of their respective authority and as an exercise of their intergovernmental cooperation authority under the Constitution of the State of Illinois.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Township agree as follows:

1. **RECITALS.** The foregoing recitals are incorporated herein as though fully set forth in this Paragraph.
2. **RESERVATION OF EASEMENT.** The Village shall retain an easement over the entire Vacated Territory for the purpose of constructing, installing, reconstructing, repairing, removing, replacing, inspecting, maintaining, and otherwise servicing water main, storm sewer and sanitary sewer and related attachments, equipment and appurtenant structures of a size, material, and number as the Village deems necessary or desirable for its needs (the “Utility Facilities on, over, or under the Vacated Territory, together with a right of access thereto for the personnel and equipment necessary and required for such uses and purposes, all in accordance with and as more particularly set forth in Section Two of Village of Sugar Grove Ordinance No. 22-__, “An Ordinance Vacating Right-of-Way (Calkins Drive),” dated _____, 2022 (“Vacation Ordinance”) and the “Public Utility and Drainage Easement Provisions” set forth on the plat of vacation recorded on _____, 2022 as Instrument No. _____ at the Kane County Recorder of Deeds (“Vacation Plat”). The easement terms and conditions set forth in the Vacation Ordinance and Vacation Plat shall be known cumulatively as the “Easement Terms.”
3. **REVERSION.** In addition, the conveyance is with the express understanding that the Premises will be used in conjunction with the Community Building as a public facility for the use and enjoyment of the residents of the Village of Sugar Grove, Kane County, Illinois. If, at any time, the Premises ceases to be used in this fashion, the Village shall have an automatic right of reversion and the entirety of the Premises shall again become the property of the Village of Sugar Grove at no cost to the Village. The Premises is also being conveyed with the express understanding that, if at any time the Township seeks to divest itself of the Community Building or the Premises at any time and for any reason, the Township shall provide ninety (90) days’ notice of said intention to the Village of Sugar Grove, which shall have an unconditional and first right to reclaim the Premises in its entirety, at no cost to the Village.
4. The Township hereby accepts title to Parcel Six.
5. The Township agrees to the following conditions that shall run with the land in exchange for the acquisition of the Property:

A. This Agreement shall be recorded against the property(ies) and parcel number(s) described below:

VACATED STREET: THAT PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: ALL THAT PART OF CALKINS DRIVE DEDICATED ON THE JASCHOB'S PLAT OF SUBDIVISION, ALL IN THE VILLAGE OF VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF ACQUIRING PROPERTY:

PARCEL ONE: THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF CALKIN'S SUBDIVISION, SUGAR GROVE; THENCE SOUTH 0° 10' EAST ALONG THE EAST LINE OF SAID SUBDIVISION 17.5 FEET; THENCE NORTH 88° 36' EAST TO A POINT 165 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER (MEASURED ALONG LAST DESCRIBED LINE EXTENDED EAST) FOR THE POINT OF BEGINNING; THENCE SOUTH 0° 18' EAST PARALLEL WITH THE EAST LINE OF SAID QUARTER SECTION 165 FEET; THENCE NORTH 88° 36' EAST 165 FEET TO THE EAST LINE OF SAID QUARTER SECTION; THENCE NORTH 0° 18' WEST ALONG SAID EAST LINE 165 FEET; THENCE SOUTH 88° 36' WEST 165 FEET TO THE POINT OF BEGINNING, IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL TWO: THE EASTERLY 18 FEET, MEASURED ALONG THE SOUTHERLY LINE OF LOT 4 OF JASCHOB'S SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL THREE: THE WEST 15 FEET OF THE EAST 33 FEET OF LOT 4 IN JASCHOB'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP, 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL FOUR: THE NORTH 144 FEET OF LOT 3 IN JASCHOB'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1959 AS DOCUMENT 900735, IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL FIVE: THAT PART OF LOT 3 IN JASCHOB'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1959 AS DOCUMENT 900735 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF

CALKINS SUBDIVISION; THENCE SOUTH, ALONG THE EAST LINE OF SAID SUBDIVISION, 227.5 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF CALKINS DRIVE FOR THE POINT OF BEGINNING; THENCE EAST, ALONG SAID WESTERLY EXTENSION AND ALONG SAID SOUTH LINE OF CALKINS DRIVE, 93.42 FEET; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID CALKINS SUBDIVISION, 120 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE WEST, ALONG SAID SOUTH LINE, 93.42 FEET TO THE EAST LINE OF SAID CALKINS SUBDIVISION; THENCE NORTH, ALONG SAID EAST LINE, 120 FEET TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL SIX: THAT PART OF LOT 3 IN JASCHOB'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1959 AS DOCUMENT 900735 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF CALKINS SUBDIVISION; THENCE SOUTH, ALONG THE EAST LINE OF SAID SUBDIVISION, 227.5 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF CALKINS DRIVE; THENCE EAST, ALONG SAID WESTERLY EXTENSION AND ALONG SAID SOUTH LINE OF CALKINS DRIVE, 93.42 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING EAST, ALONG THE SOUTH LINE OF SAID CALKINS DRIVE, 93.42 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH, ALONG SAID EAST LINE, 120 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE WEST, ALONG SAID SOUTH LINE, 93.42; THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID CALKINS SUBDIVISION, 120 FEET TO THE POINT OF BEGINNING, ALL IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PARCEL SEVEN: LOT 2 IN JASCHOB'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP, 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

PINS OF ACQUIRING PROPERTY:

PINS: 14-21-180-018, 14-21-180-017, 14-21-180-034, 14-21-180-033, 14-21-180-040, and 14-21-180-019

B. That this Premises shall not be considered to be part of a zoning lot (as that term is defined in the Village of Sugar Grove's ordinances) for any other parcel adjacent to the Premises. Acquisition of the Premises shall not therefore, in any way, alter the setbacks or other zoning or land use entitlements for any other parcel.

C. That Township, and all successors, acknowledges, understands, and agrees to all conditions imposed on the Plat of Vacation attached to this Agreement and incorporated herein. Said conditions include the Easement Terms, reservation of an easement for future public and/or private utilities and roadways, stormwater detention, underground and overhead equipment, walkways and paths, public access, trees and related plantings. Said conditions also include the

right of the Village to re-acquire the Property as provided in Paragraph 3. No new structures or buildings shall be allowed on the Premises. Any improvement made by the Township or their successors shall require prior approval by the Village, provided that the maintenance, repair, and replacement of the existing parking surface within the Premises shall require prior notice to the Village and such resurfacing project shall not interfere with the Village's operations. The Parties agree to cooperate with one another as may be reasonably required to enable the Township to maintain the existing improvements and surface parking lot without interfering with the easement rights enjoyed by the Village.

D. The Township hereby agrees to release the Village of Sugar Grove, Illinois, its departments, officers, and employees from any claims, liability or accountability for any accident, injury, or other liability incurred as a result of the Village's prior ownership of the Premises or the continuing conditions existing on the Premises.

E. The Township further covenants and agrees to indemnify, defend (upon the Village's election) and hold harmless the Village, its elected officials, agents, and employees (collectively "Indemnitees") from all claims, liabilities, costs, and expenses, including, without limitation, reasonable attorney's fees and court costs, incurred by or brought against all or any of the Indemnitees arising from, directly or indirectly, the transfer of said Premises to the Township.

Signed, sealed and delivered this ____ day of _____, 2022.

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

On the ____ day of _____, 2022, before me personally appeared _____ to me known to be the person named herein, and they acknowledged to me that they voluntarily executed the above agreement.

Notary Public