
**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: AUTHORIZING AN AGREEMENT FOR THE
ACCEPTANCE OF A TEMPORARY CONSTRUCTION AND
PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT
AGENDA: APRIL 19, 2022 REGULAR BOARD MEETING
DATE: APRIL 12, 2022

ISSUE

Should the Village Board approve an ordinance authorizing the execution of an agreement for the acceptance of a temporary construction and permanent drainage and utility easement.

DISCUSSION

To facilitate the development of the property at the southwest corner of Galena Blvd and IL 47, the Village seeks to enter into an agreement with GJ&J, L.L.C. for a temporary construction and permanent drainage and utility easement for storm water and sanitary sewer service.

COST

Attorney fees will be reimbursed by the developer.

RECOMMENDATION

That the Board approve an ordinance authorizing the execution of an agreement between the Village of Sugar Grove and GJ&J, L.L.C for the acceptance of a temporary construction and permanent drainage and utility easement.



VILLAGE OF SUGAR GROVE

ORDINANCE NO. 20220419D

**An Ordinance Authorizing the Execution of an Agreement Between the
Village of Sugar Grove and GJ&J, L.L.C. for the Acceptance of a Temporary Construction and
Permanent Drainage and Utility Easement**

PASSED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS
THIS 19TH DAY OF APRIL, 2022.

PUBLISHED IN PAMPHLET FORM BY AUTHORITY
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS
THIS 19TH DAY OF APRIL, 2022

**VILLAGE OF SUGAR GROVE
ORDINANCE NO. 20220419D**

**An Ordinance Authorizing the Execution of an Agreement Between the Village of Sugar Grove and
GJ&J, L.L.C. for the Acceptance of a Temporary Construction and Permanent Drainage and Utility
Easement**

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

WHEREAS, the Village of Sugar Grove 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, the Village desires to obtain a temporary construction and permanent drainage and utility easement ("Easements") on property owned by GJ&J, L.L.C. for the purposes of constructing, operating, and maintaining underground water, storm water, and sanitary sewer main and related facilities; and

WHEREAS, both the Village and GJ&J L.L.C. find that it is mutually beneficial to enter into agreement and to accept both easements; and

WHEREAS, the corporate authorities of the Village of Sugar Grove have reviewed a certain Agreement, a copy of which is attached hereto as Exhibit A, providing the terms and conditions of such, and hereby seek to approve the aforesaid agreement and its terms and conditions;

NOW, THEREFORE, BE IT ORDAINED that the President of the Village of Sugar Grove is hereby authorized to execute the Agreement and to execute any and all such further agreements or documents to accept said easements as may be necessary to effectuate the provisions of the Agreement.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, this 19th day of April, 2022.

Jennifer Konen,
Village President

ATTEST:

Alison Murphy,
Village Clerk

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	___	___	___	___
Trustee Sean Herron	___	___	___	___
Trustee Heidi Lendi	___	___	___	___
Trustee Michael Schomas	___	___	___	___
Trustee Ryan Walter	___	___	___	___
Trustee James F. White	___	___	___	___

Exhibit A

*(Agreement between Village of Sugar Grove and GJ&J, L.L.C.
on following pages)*

**TEMPORARY CONSTRUCTION
AND PERMANENT DRAINAGE AND
UTILITY EASEMENT AGREEMENT**

PREPARED BY & RETURN TO:

**Laura M. Julien
MICKEY, WILSON, WEILER, RENZI,
LENERT & JULIEN, P.C.
140 S. Municipal Drive
Sugar Grove, IL 60554**

**TEMPORARY CONSTRUCTION AND PERMANENT DRAINAGE AND UTILITY
EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION AND PERMANENT DRAINAGE AND UTILITY EASEMENT AGREEMENT ("Agreement") is made and entered into as of this 2 day of March, 2022, by and between GJ&J, L.L.C., 1035 N. Clark Street, Chicago, Illinois 60610 ("Grantor") and the Village of Sugar Grove, 10 S. Municipal Drive, Sugar Grove, IL 60554, and its assigns ("Grantee") (as each may be individually referred to as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, Grantor is the owner of record of certain real property identified by parcel numbers 14-16-400-012, Kane County, Illinois, and legally described on the attached **Exhibit A** ("Grantor's Property"), incorporated herein by reference; and,

WHEREAS, Grantee desires to obtain a permanent drainage and utility easement ("Permanent Easement") across certain portions of Grantor's Property for the purposes of constructing, operating, and maintaining underground water, storm water, and sanitary sewer main and related appurtenances ("Facilities"); and,

WHEREAS, to install the Facilities on Grantor's Property, Grantee requires a temporary construction easement for the purpose of locating personnel, equipment, and material ("Temporary Construction Easement"); and,

WHEREAS, Grantor desires to grant Grantee both the Temporary Construction Easement and Permanent Easement (collectively, "Easements") in and along Grantor's Property at the locations set forth on **Exhibit B** ("Easement Exhibit"), incorporated herein by reference, for the construction and installation of the Facilities in accordance with the terms and conditions of this Agreement; and,

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated herein by reference.

2. **Grant of Easements.**

A. **Consideration.** In consideration for the Grant of Easements set forth herein, Grantee shall pay Grantor a sum in the amount of TEN DOLLARS AND NO CENTS (\$10.00).

B. **General Conditions.** Grantor hereby grants and conveys to Grantee, for the benefit of Grantee, both a Permanent Easement for the Facilities and a Temporary Construction Easement, which shall include the right to construct, maintain, and make all necessary repairs to said Facilities, together with the right of ingress and egress for the purpose of constructing and maintaining said Facilities, over, under, along, upon and through said Easements hereinafter described. Further, Grantor agrees to take all other actions necessary to effectuate this Agreement.

The Easements described herein are all situated in unincorporated Kane County immediately adjacent to the corporate limits of the Village of Sugar Grove, County of Kane in the State of Illinois, and to the extent applicable, Grantor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of this State.

Grantee's rights in the Easements described above shall include the right to have third-parties enter onto Grantor's Property and utilize the Easements to perform the construction and maintenance activities to the Facilities herein described.

C. **Temporary Construction Easement.** A temporary, non-exclusive easement over, under, in, along, across, and upon the portion of Grantor's Property shown on the attached and incorporated **Exhibit B**. Grantee may use the Temporary Construction Easement Area for the purposes of constructing and installing the Facilities, which shall include, but shall not be limited to, the right to conduct studies, tests, examination and surveys, the right to temporarily place and store equipment, vehicles and materials, and to erect structures, the right to trim, cut and remove all trees, structures, and any other obstruction or obstacles. The Temporary Construction Easement shall commence on the Effective Date of this Agreement and shall automatically terminate and expire upon the completion of construction of the Facilities and complete restoration of the Temporary Construction Easement Area.

D. **Permanent Easement.** A permanent, non-exclusive drainage and utility easement over, under, in, along, across, and upon the portion of Grantor's Property shown on the attached and incorporated **Exhibit B**, including the right to ingress and egress for the lawful construction, installation, operation, maintenance, repair, replacement, and use of the Facilities. The Permanent Easement shall commence upon the effective date of this Agreement and shall run with the land and continue in full force and effect until Grantee formally vacates the Permanent Easement.

3. **Cost of Construction and Maintenance.** All work undertaken by Grantee or its licensees, successors in interest, or assigns, shall be at no expense to the Grantor.

4. **Grantee's Obligations.** Grantee guarantees to Grantor that:

A. Restoration. In the event the surface of any Easement is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored, as reasonably as practical, to the condition in which it existed at the commencement of such activities.

B. Indemnification. Grantee will indemnify and hold harmless Grantor and its agents and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of the work and caused by any negligent or willful act of Grantee, Grantee's contractor, or anyone directly or indirectly employed by either of them.

5. Grantor's Obligations. Grantor guarantees to Grantee that:

A. Grantor's Assurances. Grantor, for himself and his heirs, assigns and successors in interest, hereby covenants to and with Grantee, that Grantee's officers, agents, employees, or persons under contract with Grantee, may at any and all times, when necessary or convenient to do so, go over and upon the Easements, and do or perform any and all acts necessary or convenient for effectuating the purposes for which this grant is made; that Grantor shall not disturb, injure, molest, or in any manner interfere with any of said Facilities or material for laying, maintaining, operating or repairing the same in, over or upon the Easements.

Grantor further covenants that no buildings, structures or fencing shall be constructed or placed on the Easements, and that Grantee shall have the right to remove any such buildings, structures, or fencing so constructed or placed.

B. Indemnification. Grantor does hereby agree to defend, hold harmless, and indemnify Grantee, its successors and assigns, from and against any and all claims, causes of action, liability, loss, damage, costs and expenses (including reasonable attorney's fees) for damage to property or persons, whatsoever, arising from or caused by Grantor's negligent acts concerning matters addressed by this Agreement.

6. Additional Considerations.

A. Title to Property. Full and complete title, ownership and use of the Grantor's Property is hereby reserved to Grantor, subject only to the right, permission and authority expressly granted to Grantee with regard to the Easements in this Agreement.

B. Title to Improvements. Title to the Facilities, as previously defined, that are installed within the Easements by or on behalf of the Grantee or its successors, assigns, and licensees shall vest solely in the Grantee.

C. Crop Damage. In consideration for crop damage, Grantee agrees that it will compensate the Grantor (or the party farming the property of the owner of the crops, as the case may be) in a fair and reasonable amount for the crop losses sustained from said damage and compensate the Grantor (or the party farming the Grantor's Property or owner of crops, as the case may be) in a fair and reasonable amount for the crop losses sustained from said damage and compensate the Grantor (or the party farming the Grantor's Property, as the case may be) which shall be in a maximum amount of \$ 5.00 per bushel (based upon a yield of 200 bushels per acre)

if corn and a maximum amount of \$11.50 per bushel (based on a yield of 50 bushels per acre) if soybeans, based on the actual number of acres (or actual portion of an acre if less than an acre is disturbed).

D. No Recapture. Both the Village and Grantor agree that there shall be no reimbursement to Grantor, nor any recapture, due for the improvements set forth herein.

E. No Changes to Status of Property or Zoning. This Agreement shall in no way impact the unincorporated status of Grantor's Property nor shall it change the Grantor Property's underlying zoning with Kane County.

F. Waiver of Future Village Connection Fee. The Village hereby agrees to waive its connection fee for Grantor's Property to connect to the Village's sanitary sewer main located within the Permanent Easement Area. This waiver shall be limited to one (1) connection of reasonable size required to serve the Grantor's Property tributary to the proposed sewer by gravity, as determined by the Village Engineer. This waiver shall not include fees payable to other entities or fees associated with third-party expenses (e.g., consultant review fees). This waiver is conditioned upon the satisfaction of all other Village ordinances for making such a connection. This waiver is not transferrable or applicable to any other property within the Village.

7. Miscellaneous Provisions.

A. Amendments. Except as otherwise provided herein, this Agreement may be amended or modified by, and only by written instrument duly authorized and executed by the Parties hereto.

B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, beneficiaries, grantees, successors, and assigns, and shall run with the land.

C. Liberal Construction. This Agreement and the rights and duties created hereby shall be liberally construed to give effect to the purpose and intent of the Parties hereto.

D. Captions and Paragraph Headings. The captions and paragraph headings inserted into this Agreement are for convenience only and are not intended to, and shall not be construed to limit, enlarge, or affect the scope or intent of this Agreement or the meaning of any provisions hereof.

E. Recitals and Exhibits. The recitals set forth at the beginning of this Agreement and the exhibits attached hereto are incorporated into this Agreement and made part of the substance hereof.

F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue shall lie exclusively in the Sixteenth Judicial Circuit, Kane County, Illinois.

G. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or telecopied with confirmation of receipt, or two business days following deposit in the United States mail, by certified or regular mail, first-class postage paid, return receipt requested, and addressed to the appropriate party or parties as follows:

If to Grantor:

John Arganas
2241 W. Hubbard
Chicago, IL 60645
jarganas@aol.com

With a copy to:

Mitchell Asher
157 Broadway
Palatine, Illinois 60067
mickey@MitchellAsher.com

If to Grantee:

Village of Sugar Grove
10 S. Municipal Drive
Sugar Grove, IL 60554
Attn: Village Administrator

With a copy to:

Mickey, Wilson, Weiler, Renzi, Lenert & Julien, P.C.
140 S. Municipal Drive
Sugar Grove, IL 60554
Attn: Village Attorney

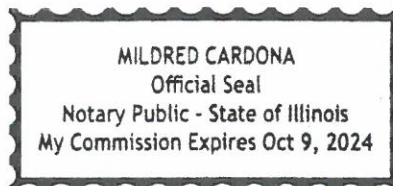
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the date first above written.

GRANTOR:

By: [Signature]
Its: 3.2.22

STATE OF ILLINOIS)
)
COUNTY OF KANE)

SS



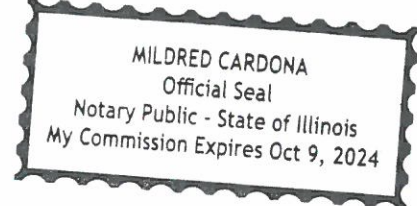
I, MILDRED CARDONA, a notary public, in and for said county and state aforesaid, do hereby certify that JOHN ARGANAS personally known to me as JOHN ARGANAS and the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and

acknowledged that he signed and delivered the foregoing instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2 day of MARCH, 2022.



Notary Public



GRANTEE:

By: [Signature]
President, Village Board of Trustees

Attest: [Signature]
Village Clerk

I, Sheryl Behm, a notary public, in and for said county and state aforesaid, do hereby certify that Sen Kover President of the Board of Trustees of the Village of Sugar Grove, and Allison Murphy Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of April, 2022.



[Signature]
Notary Public

EXHIBIT A

Legal Description of Property

PIN #: 14-16-400-012

Common Address: Property along Route 47 and Galena Boulevard, Sugar Grove, Illinois 60554

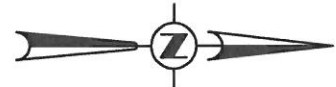
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF ILLINOIS ROUTE 56 AT ITS INTERSECTION WITH A LINE 9.62 CHAINS WEST OF THE EAST LINE OF SAID SECTION; THENCE SOUTH 89 DEGREES 34 MINUTES 29 SECONDS WEST 577.63 FEET ALONG SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 00 DEGREES 25 MINUTES 31 SECONDS WEST 15.00 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 29 SECONDS WEST 556.50 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 31 SECONDS WEST 167.25 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 327.16 FEET, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 276.00 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 53 SECONDS WEST 151.05 FEET; THENCE SOUTH 63 DEGREES 01 MINUTES 06 SECONDS WEST 121.01 FEET; THENCE NORTH 43 DEGREES 33 MINUTES 33 SECONDS WEST 51.63 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 53 SECONDS EAST 140.00 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 07 SECONDS EAST 63.00 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 53 SECONDS EAST 1085.00 FEET ALONG THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 46; THENCE NORTH 89 DEGREES 38 MINUTES 07 SECONDS WEST 33.00 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 53 SECONDS EAST 542.04 FEET TO A POINT ON A CURVE; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, 116.06 FEET, SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 260.14 FEET AND A CHORD BEARING OF NORTH 49 DEGREES 15 MINUTES 54 SECONDS EAST, 115.10 FEET; THENCE NORTH 87 DEGREES 22 MINUTES 16 SECONDS EAST 460.47 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF GALENA ROAD; THENCE NORTH 02 DEGREES 37 MINUTES 44 SECONDS WEST 25.00 FEET; THENCE NORTH 78 DEGREES 22 MINUTES 16 SECONDS EAST 790.24 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 239.46 FEET, SAID CURVE BEING CONCAVE SOUTHERLY, HAVING A RADIUS OF 2451.27 FEET, TO THE WEST LINE OF SAID EAST 9.62 CHAINS; THENCE SOUTH 00 DEGREES 02 MINUTES 58 SECONDS WEST 2333.23 FEET, ALONG SAID WEST LINE TO SAID POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

EXHIBIT B

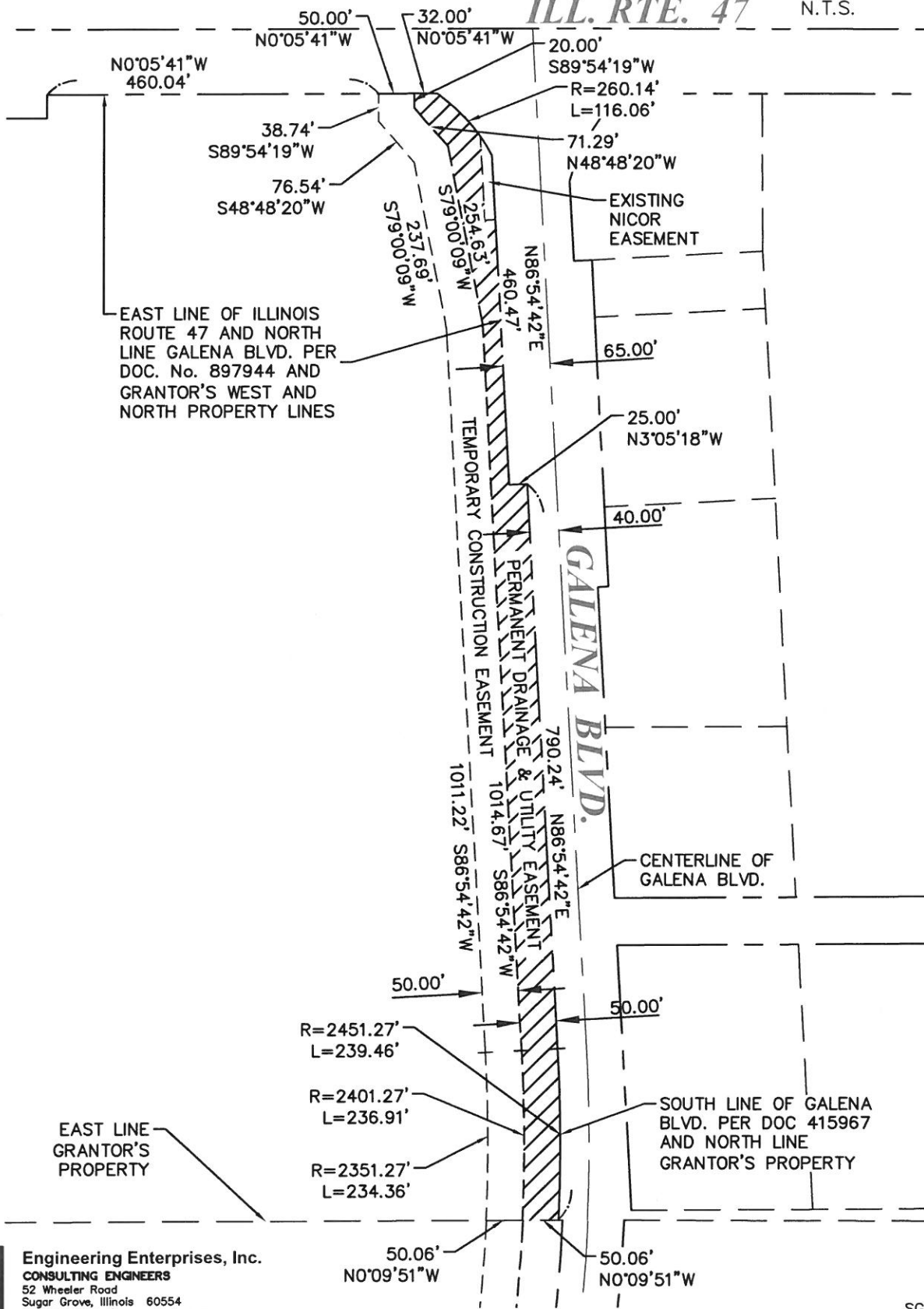
Easement Exhibit

EXHIBIT "B"

EASEMENT EXHIBIT



ILL. RTE. 47



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 630.466.6700 / www.eelweb.com