

State of Illinois } S.S.  
County of Kane

Approved by the President and Board of Trustees of the Village of Sugar Grove, Illinois  
this \_\_\_\_ day of \_\_\_\_, A.D. 2022.

by: \_\_\_\_\_  
Village President

attest: \_\_\_\_\_  
Village Clerk

State of Illinois } S.S.  
County of DuPage

This is to certify that I, John Cole Helfrich, an Illinois Professional Land Surveyor,  
have prepared the annexed Grant for the uses and purposes therein set forth  
this \_\_\_\_ day of \_\_\_\_, A.D. 2022.

John Cole Helfrich  
Illinois Professional  
Land Surveyor 2967



# Grant of Easement

## AFFECTING:

Parcel 1

That part of the south half of Section 16, Township 38 north, Range 7 east of the Third Principal Meridian described as follows: beginning at the southwest corner of the right-of-way dedicated as Galena Boulevard by Document 2008K039972, said point also lying on a line drawn from a point on the south line of said Section 16 which is 9.62 chains west of the southeast corner of the southwest quarter of said Section 16; thence N89°35'19"E along the south line of said Galena Boulevard, 873.36 feet to an angle point in said south line; thence S45°13'43"E along said south line, 43.23 feet to the southeast corner of said Galena Boulevard, said point lying on the west line of Illinois Route 47 as dedicated by Document 897944; thence S0°04'31"E along said west line, 647.84 feet; thence S2°09'09"W along said west line, 569.72 feet; thence continuing southerly along said west line, being a circular curve having a radius of 640.00 feet concave to the west, the chord of which bears S14°02'14"W, 185.50 feet; thence continuing southwesterly along said west line, being a circular curve having a radius of 380.00 feet concave to the northwest, the chord of which bears S42°51'37"W, 272.18 feet; thence S63°22'47"W along said west line, 195.17 feet; thence continuing southwesterly along said west line, being a circular curve having a radius of 357.00 feet concave to the southeast, the chord of which bears S45°50'28"W, 218.56 feet; thence S28°18'09"W along said west line, 195.17 feet; thence continuing southwesterly along said west line, being a circular curve having a radius of 380.00 feet concave to the northwest, the chord of which bears S50°46'53"W, 289.17 feet to a point on said line drawn from a point on the south line of said Section 16 which is 9.62 chains west of the southeast corner of the southwest quarter of said Section 16; thence N0°17'01"W along said line, 2208.88 feet to the point of beginning, excepting therefrom that part thereof platted as Prairie Grove Commons Unit Two in the Village of Sugar Grove, Kane County, Illinois, and

Parcel 2:

Prairie Grove Commons Unit Two in the Village of Sugar Grove, Kane County, Illinois.

## Public Utility and Drainage Easement Declaration

A permanent, non-exclusive easement is hereby reserved for and granted to A.T. & T., NICOR, ComEd and other public utilities now holding or in the future receiving a franchise from the Village of Sugar Grove, Illinois and their respective successors and assigns ("Grantee," "Grantees") under, upon and across the areas shown on the annexed Grant as "Public Utility and Drainage Easements Granted Hereby" ("Easement Premises") to construct, install, reconstruct, repair, remove, replace, inspect, maintain and operate transmission and distribution systems and appurtenances on and under the surface of the Easement Premises, including without limitation electronic communication systems, natural gas supply systems and electricity supply systems together with the right of access for all personnel and equipment necessary and required for all such uses and purposes and together with the right to install all required subsurface service connections.

A permanent, non-exclusive easement is also reserved for and granted to the Village of Sugar Grove, Illinois and its successors and/or assigns (the "Village") under, upon and across the Easement Premises to construct, install, reconstruct, repair, remove, replace, inspect, maintain and operate transmission and distribution systems and appurtenances on and under the surface of the Easement Premises for water, storm sewers, sanitary sewers and electricity together with the right of access for all personnel and equipment necessary and required for all such uses and purposes.

Grantees and the Village are hereby granted the right to cut, trim or remove any trees, shrubs or other plantings within the Easement Premises which interfere with the exercise of any rights herein granted. No permanent buildings, structures or other obstructions shall be placed within the Easement Premises but such areas may be used for signage, landscaping, plantings, paved surfaces or other related uses that do not unreasonably interfere with the rights herein granted.

The occupation and use of the Easement Premises by any Grantee or the Village in the exercise of the rights herein granted shall be performed in such a manner as not to preclude or interfere with the occupation and use of the Easement Premises by any other Grantee or the Village in exercise of the rights herein granted. The crossing and re-crossing of the Easement Premises by Grantees or the Village with installations shall be performed in such a manner as to not interfere with, damage or disturb any other installations placed within the Easement Premises by any other Grantee or the Village pursuant to the rights herein granted. No occupation or use of the Easement Premises by any Grantee or the Village pursuant to the rights herein granted shall cause any change in grade or impair or change the surface drainage patterns which obtain at the commencement of such occupation or use.

Following any work performed by the Village pursuant to the rights herein granted, the Village shall have no obligation with respect to surface restoration, including, but not limited to the restoration, repair or replacement of pavement, curbs, gutters, plantings or landscaping other than that the Village shall, following any such work, be obligated to backfill and mound all trenches created so as to retain suitable drainage, to cold-patch any asphalt or concrete surface, to remove all excess debris and spoil and to leave the work area in a clean and workmanlike condition.

## Stormwater Management Easement Declaration

A permanent, non-exclusive easement is hereby reserved for and granted to the Village of Sugar Grove, Illinois and its successors and assigns (the "Village") over, under, along and through the areas shown on the annexed Grant as "Stormwater Management Easement Granted Hereby" ("Easement Premises") for the right, privilege and authority to survey, construct, install, reconstruct, repair, inspect, maintain and operate detention and retention facilities together with all other stormwater management facilities and appurtenances as may be deemed necessary by the Village together with the right of access for all personnel and equipment necessary and required for all such uses and purposes. The Village is hereby granted the right to cut, trim or remove any trees, shrubs or other plantings within the Easement Premises which interfere with the exercise of any rights herein granted. No permanent buildings, structures or other obstructions shall be placed within the Easement Premises but such areas may be used for landscaping, plantings, paved surfaces or other related uses that do not unreasonably interfere with the rights herein granted. The property owners shall remain responsible for the maintenance of the stormwater management facilities and appurtenances. The Village shall perform only emergency procedures as deemed necessary by the Village Engineer of the Village of Sugar Grove.

## Public Pedestrian and Bicycle Trail Easement Declaration

A permanent, non-exclusive easement is hereby reserved for and granted to the Village of Sugar Grove, Illinois, a body politic and corporate in the County of Kane and the State of Illinois, its successors, licensees, and assigns (the "Village") over, upon, along, through and across all areas shown herein and labeled "Public Pedestrian and Bicycle Trail Easement Granted Hereby" ("Easement Premises"), together with right of ingress and egress across the land for pedestrian and non-motorized vehicular traffic only, to construct, install, reconstruct, repair, replace, inspect, maintain and operate a paved or unpaved public sidewalk or bicycle trail ("Maintenance and Operations") for the use and enjoyment of the general public and for the necessary personnel and equipment to perform any of the above work. Grantor/owner shall have no Maintenance and Operations obligations regarding the Easement Premises. The Village shall have all Maintenance and Operations obligations for the Easement Premises.

Other than maintenance and security vehicles specifically authorized by the Village, no motorized vehicles of any type shall be allowed to utilize the Easement Premises. Also granted is the right to cut, trim or remove trees of other plantings within the Easement Premises which interfere with any of the other rights herein granted. No temporary or permanent buildings, structures or other obstructions other than signage shall be placed on or over the Easement Premises which would interfere with any of the rights herein granted.

The Village, for itself, its employees, agents, independent contractors and invitees, hereby agrees to indemnify, defend (at Owner's election) and hold harmless Owner, its members, officers, employees, successors and tenants (individually an "Indemnitee" and collectively the "Indemnitees") from any and all claims, judgments, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and expert witness fees, for personal injury, death or damage to property incurred by or brought against all or any of the Indemnitees arising directly or indirectly as a result of the Village's or its agents' or assigns' acts, omissions, or negligence in maintaining the Easement Premises.

## Landscape Buffer Easement Declaration

A permanent non-exclusive Easement is hereby granted over, under, upon and across the areas shown and designated herein as "Landscape Buffer Easement Granted Hereby" ("Easement Premises") to the Village of Sugar Grove and its successors, licensees and assigns ("Village") for the right to install, maintain, inspect, remove and replace trees, shrubs, bushes, grass, groundcover or other plantings and landscaping features. No temporary or permanent buildings, structures or other obstructions other than signage shall be placed within the Easement Premises. No plantings or landscaping placed pursuant to the rights herein granted be removed (excepting the replacement of dead or diseased plantings with like plantings) without the written authority of the Village. The property owners shall be perpetually responsible for the maintenance of all plantings and landscaping within the Easement Premises.

The exercise of any rights herein granted under any Declaration contained hereby by any grantee shall constitute acceptance of the easements declared and granted hereby.

State of Illinois } S.S.  
County of DuPage

This is to certify that SDP Sugar Grove, LLC, an Illinois limited liability company, as owner of the lands shown and described on the annexed Grant and in consideration of 10 dollars in hand paid, the receipt and sufficiency of which is hereby acknowledged does, by its duly authorized \_\_\_\_\_ hereby grant the easements shown and declared herein and does as such owner hereby acknowledge and adopt the same under the style and title hereon shown this \_\_\_\_ day of \_\_\_\_, A.D. 2022.

SDP Sugar Grove, LLC

\_\_\_\_\_  
(title)

State of Illinois } S.S.  
County of DuPage

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of SDP Sugar Grove, LLC, did appear before me in person and did this day acknowledge the execution of the annexed Grant and accompanying certificate as being pursuant to authority given and being their free and voluntary act and as the free and voluntary act of SDP Sugar Grove, LLC.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_, A.D. 2022.

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

State of Illinois } S.S.  
County of DuPage

This is to certify that Wheaton Bank & Trust Company, N.A., as holder of a mortgage interest in the lands shown and described on the annexed Grant does, by its duly elected and authorized officers hereby grant its consent to the execution of said Grant this \_\_\_\_ day of \_\_\_\_, A.D. 2022.

Wheaton Bank & Trust Company, N.A.

State of Illinois } S.S.  
County of DuPage

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ of Wheaton Bank & Trust Company, N.A., did appear before me in person and did this day acknowledge the execution of the annexed Certificate as being pursuant to authority given and being their free and voluntary act and as the free and voluntary act of Wheaton Bank & Trust Company, N.A.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_, A.D. 2022.

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

# Grant of Easement

Prepared for:  
SDP Sugar Grove LLC



**Craig R. Knoche & Associates**  
**Civil Engineers, P.C.**

Registered Design Firm 3763  
24 North Bennett Street • Geneva, Illinois 60134 • phone (630) 845-1270 • fax (630) 845-1275

• Civil Engineers  
• Surveyors  
• Land Planners

Date: 3-1-2022

File: 20-036EG3

Jobs: 20-036

Sheet

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