
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRAD MERKEL, DIRECTOR OF PUBLIC WORKS
SUBJECT: RESOLUTION: GRANTING OF CERTAIN EASEMENT RIGHTS
TO METRO FIBERNET, LLC (METRONET)STAR
AGENDA: FEBRUARY 7, 2023 REGULAR BOARD MEETING
DATE: JANUARY 31, 2023

ISSUE

Should the Village Board approve a Resolution Granting Easement Rights to Metro Fibernet, LLC (Metronet).

DISCUSSION

In July 2018, the Village approved an Easement with Metronet allowing them to install equipment between 75 Railroad Street and 241 S. Main St. to expand service into the Village. Once again Metronet has approached the Village to expand service and complete the buildout of the remaining subdivisions within the Village. In order to do that Metronet is requesting a larger easement to install additional equipment at the 75 Railroad Street and 241 S. Main St. location by the Water Tower. Staff has reviewed the plans for expansion and feels it is in the best interest of the Village to approve the Metronet request for additional space.

COST

The cost to Village includes attorney review fees estimated at \$1,000.

RECOMMENDATION

The Village Board approves Resolution # **20230207 PW1** Authorizing the Granting of Certain Easement Rights to Metro Fibernet, LLC (Metronet). STAR



RESOLUTION NO. 20230207 PW1

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

**A RESOLUTION AUTHORIZING THE GRANTING OF CERTAIN EASEMENT
RIGHTS TO METRO FIBERNET, LLC (METRONET)**

WHEREAS, the Village of Sugar Grove (“**Village**”) is a non-home rule municipality duly established, existing, and operating in accordance with the provisions of the 1970 Constitution of the State of Illinois and the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.); and,

WHEREAS, the Village has determined that it is in the best interest of the public health, safety, and general welfare to grant Metro Fibernet, LLC an easement for communications services; and,

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

That attached hereto and incorporated herein as **Exhibit A** is a communications easement agreement between the Village and Metro Fibernet, LLC. The Village President and Village Clerk are hereby authorized to execute said communications easement agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 7th day of February, 2023.

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

ATTEST:

Alison Murphy, Village Clerk
Village of Sugar Grove, Kane County, Illinois

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

PREPARED BY AND WHEN RECORDED RETURN TO:

John Campbell
Metro Fibernet, LLC
8837 Bond Street
Overland Park, KS 66214

COMMUNICATIONS EASEMENT AGREEMENT

This Grant of Easement ("Agreement") is effective as of the 31st day of January, 2023, by and between the Village of Sugar Grove ("Grantor") whose address is 10 South Municipal Drive, Sugar Grove, IL 60554 and Metro Fibernet, LLC ("Grantee") whose address is 8837 Bond Avenue, Overland Park, Kansas 66214. Grantor and Grantee are sometimes referred to in this Agreement collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Grantor owns certain real property located within the corporate limits of the Village of Sugar Grove, Kane County, Illinois; and,

WHEREAS, Grantee intends to construct and install certain communications facilities within the corporate limits of the Village of Sugar Grove and requires an easement over certain portions of the Grantor's property; and,

WHEREAS, Grantor wishes to grant to Grantee and Grantee wishes to accept a permanent non-exclusive easement for communications purposes in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated by reference as if set forth fully herein.

2. Grant of Easement. For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants to Grantee, subject to the terms stated below, a non-exclusive easement (collectively identified as the "Easement") to construct, operate, maintain, expand, replace and remove communication systems consisting of, but not limited to, a cabinet, underground cables, wires, conduits, manholes, handholes, drains, splicing boxes, surface location markers and other facilities or structures for similar uses, upon, over, through, under, and along a parcel of land as described and depicted on the Utility Easement Exhibit ("Easement Tract"), which is located on a portion of the real property owned by Grantor, with a physical address of 241 South Main Street, Sugar Grove, IL 60554. This grant of Easement also includes: (a) the right of ingress and egress over and across any real property owned or controlled by Grantor adjacent to the Easement Tract for the purpose of exercising the rights granted herein; (b) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract during construction and maintenance and to use adjacent areas as necessary, and the right to connect to the electrical power source located on or near the Easement. Grantor will have the right to use and enjoy that portion of the Easement Tract dedicated to the Easement so long as Grantor's use does not interfere with the rights conveyed to Grantee herein. Grantor will not erect any structure, or plant trees or other vegetation within that portion of the Easement Tract dedicated to the Easement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement by persons legally entitled to do so as of the day and year first set forth above.

Grantor:

By: Jennifer Konen

Title: President of the Board of Trustees of the Village of Sugar Grove, Illinois

ACKNOWLEDGEMENT

STATE OF ILLINOIS)

)

COUNTY OF KANE)

On this ____ day of _____, 2023, personally appeared _____, known to me to be the identical person who executed this foregoing instrument as an authorized representative and acknowledged to me that he/she executed the same voluntarily for the uses and purposes therein set forth.

Notary Public

Utility Easement Exhibit

Description of the Easement Tract:

A part of Lot 12 and 13 of Block Four of the Assessor's Subdivision of Part of Section 21, Township 58, Range 7 East of the Third Principal Meridian, as per the Recorded plat thereof; recorded in Plat book 14, Page 3 in the Office of the Recorder of Kane County, Illinois.

Description of the Easement:

Commencing at a 3/4 inch pipe at the Northeast corner of said Lot 12, being common to the Northwest corner of Lot 13; Thence South 00°07'01" East 21.54 feet to a point on the North line of an existing cabinet easement; Thence North 89°52'59" East along the North line of an existing cabinet easement 18.00 feet to the Northeast corner of the existing cabinet easement; Thence South 00°07'01" East along the East line of an existing cabinet easement 10.16 feet to the Southeast corner of said cabinet easement, THE PLACE OF BEGINNING; Thence South 00°07'01" East 12.00 feet; Thence South 89°52'59" West 27.42 feet; Thence North 00°07'01" West 12.00 feet to the Southwest corner of the existing cabinet easement; Thence North 89°52'59" East along the south line of the existing cabinet easement 27.42 feet to the PLACE OF BEGINNING, containing 329.0 Square Feet more or less.