



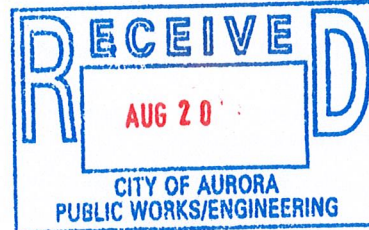
1996 South Kirk Road, Suite 320, Geneva, Illinois 60134

Christopher W. Kious, President  
Benjamin H. Haberthur, Executive Director

(630) 232-5980  
Fax: (630) 232-5924  
www.kaneforest.com

August 15, 2024

City of Aurora  
44 E. Downer Place  
Aurora, IL 60507



RE: Easement Agreement with Forest Preserve District, Kane County

Included with this letter is a copy of the resolution passed on August 13, 2024 and two copies of the easement agreement. Please sign, retain one for your records and return an original signed copy to my attention. Shall you have any questions please contact me at 630-444-1075 or [figliozzigabriella@kaneforest.com](mailto:figliozzigabriella@kaneforest.com).

Kind Regards,

**Gabriella Figliozzi**

*Executive Assistant FOIA Officer*

Direct: 630-444-1075

Office: 630-232-5980

[figliozzigabriella@kaneforest.com](mailto:figliozzigabriella@kaneforest.com)



**Forest Preserve District of Kane County**

1996 S Kirk Rd, Ste 320

Geneva IL 60134

STATE OF ILLINOIS )

SS.

COUNTY OF KANE )

**FP RESOLUTION NO. FP-R-24-08-3100**

**RESOLUTION APPROVING A GRANT OF EASEMENT TO THE CITY OF AURORA FOR STORMWATER MANAGEMENT IMPROVEMENTS AT THE CHICAGO PREMIUM OUTLETS**

WHEREAS, the Forest Preserve District of Kane County (Grantor) and the City of Aurora (Grantee) desire to enter into an easement agreement for the installation and maintenance of stormwater improvements at the Chicago Premium Outlets; and

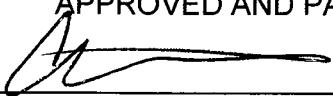
WHEREAS, Grantor is the owner of certain real property situated in the County of Kane, State of Illinois, known as the 'Chicago Premium Outlets' in the City of Aurora, as depicted and described in the Plat of Easements prepared by HR Green, dated November 13, 2023 and November 21, 2023 attached hereto as Exhibits A and made a part hereof by this reference ("Subject Parcels"). The easements depicted in Exhibit A are parts of Parcels No. (15-01-127-005; 15-01-104-001; 15-01-352-001 & 15-01-151-007) which parcels were conveyed under a deed of conveyance to the Grantor; and

WHEREAS, the City desires to obtain from the Grantor, and Grantor agrees to grant to the City, Permanent Easements and Temporary Easement (collectively referred to as 'Easement Areas') for stormwater management purposes within the Subject Parcels as described in Exhibit 'A' attached hereto and forming a Permanent Easement for the purposes of the construction and maintenance of a stormwater control structures within the Easement Areas; and

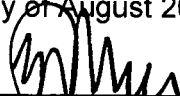
WHEREAS, entering into this agreement will ensure the long-term maintenance and operation of the storm structures and be properly included in the City of Aurora's maintenance and management responsibility, thereby releasing the District from current maintenance requirements.

NOW, THEREFORE, BE IT RESOLVED that the Forest Preserve District of Kane County, Kane County, Illinois, Board of Commissioners, that the agreement attached hereto and made part hereof is hereby approved and that the President and Secretary of the District, be, and hereby authorized to execute on behalf of the District.

APPROVED AND PASSED on this 13th day of August 2024.



Christopher Kious  
President, Kane Forest Preserve  
Kane County, Illinois



Myrna Molina  
Secretary, Kane Forest Preserve  
Kane County, Illinois



[FOR RECORDER'S USE]

GRANT OF EASEMENT

This Grant of Easement ("Agreement") made this 13<sup>th</sup> day of August, 2024, by and between the FOREST PRESERVE DISTRICT OF KANE COUNTY (hereinafter sometimes referred to as "Grantor"), and the City of Aurora, an Illinois Municipal corporation, (hereinafter referred to as "City" 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, known as the 'Chicago Premium Outlets' in the City of Aurora, as depicted and described in the Plat of Easements prepared by HR Green, dated November 13, 2023 and November 21, 2023 attached hereto as Exhibits A and made a part hereof by this reference ("Subject Parcels"). The easements depicted on Exhibit A are parts of Parcels No. (15-01-127-005; 15-01-104-001; 15-01-352-001 & 15-01-151-007) which parcels were conveyed under a deed of conveyance to the Grantor; and

WHEREAS, the City desires to obtain from the Grantor, and Grantor agrees to grant to the City, Permanent Easements and Temporary Easement (collectively referred to as 'Easement Areas') for stormwater management purposes within the Subject Parcels as described in Exhibit 'A' attached here to and forming a Permanent Easement for the purposes of the construction and maintenance of a stormwater control structures within the Easement Areas; and

WHEREAS, the Parties have agreed to the granting of such easements to the City for such purposes and pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the acceptance of this grant by the City and for other good and valuable consideration, the Grantor grants to the City a right in, over, along and under the Permanent and Temporary Easement for the purposes of construction, replacing, removing, maintaining and using the easements for stormwater control structures, subject to the following terms and conditions:

1. The City shall have the right to construct, repair, maintain and replace stormwater control structures within the Permanent Easement. The stormwater control structures shall be constructed, repaired, replaced, maintained and used in a workmanlike manner.
2. The City shall immediately following, construction or maintenance of the stormwater control structures, remove or cause to be removed from the Easement Areas, all debris, surplus material and construction equipment, leaving such Easement Areas in a neat and presentable condition, including seed establishment in disturbed areas. The City 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 City and contractor 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. City agrees, however, to use reasonably practicable efforts to minimize the removal of such plant material.
3. Upon reasonable notice to Grantor (except in case of emergency), the City shall have the right of ingress to and egress from the Easement Areas for the purposes of construction, repair, replacement and maintenance and to otherwise exercise the easement rights granted herein.
4. The City shall have the right from time to time to trim and cut down and clear away any and all trees and brush now or hereafter on the Permanent Easement that, in the opinion of the City, may interfere with the use and operation of the stormwater control structures.
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 City. 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. The Temporary Easement shall terminate upon the completion of the construction of the stormwater control structures and restoration of the Permanent and Temporary Easements as described in Section 2.
7. The Permanent Easement shall be limited in its scope of use to the provision of stormwater control structures and appurtenances thereto as described in Exhibit A.
8. To the extent authorized by state law, the City 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. The City further agrees 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. The City shall provide Grantor with a certificate of insurance from itself and all its subcontractors naming the Grantor as additional insured.
9. That no amendment, revision or modification hereof shall be effective unless it is in writing and signed by all Parties hereto.
10. 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.
11. That this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its choice of law principles. The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County.
12. That City may utilize the services of third-party contractors, employees, homeowners' associations, or other agents to perform work in the Easement Premises.
13. That Grantor hereby represents and warrants to City that it is the fee simple title holder of the Subject Parcels and that it has the full power and authority to enter into and make the agreements provided herein.
14. That this Agreement shall be binding on the parties hereto, their successors and

permitted assigns and shall run with the land.


15. 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.
16. That this Agreement shall be recorded by City at the City's cost with the Kane County Recorder.
17. Grantor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

**SIGNATURE PAGES FOLLOW**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and delivered by their respective authorized agents the day and year first above-written.

**GRANTOR:**

FOREST PRESERVE DISTRICT OF  
KANE COUNTY

By:   
\_\_\_\_\_  
Christopher W. Kious, President

**GRANTEE:**

CITY OF AURORA

By: \_\_\_\_\_  
\_\_\_\_\_, City President

**ATTEST:**

  
\_\_\_\_\_  
Myrna Molina, Secretary

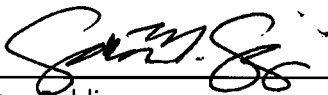
**ATTEST:**

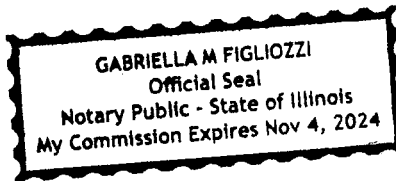
\_\_\_\_\_  
\_\_\_\_\_, City Clerk

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 13<sup>th</sup> day of August, 2024.

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



My Commission Expires November 4, 2024

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 \_\_\_\_\_, personally known to me to be the President of the City of North Aurora, and \_\_\_\_\_, personally known to me to be the Clerk of said City, 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 City.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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



**EXHIBIT A**

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