

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND LISLE PARK DISTRICT
FOR CH 3/WARRENVILLE ROAD BRIDGE REPLACEMENT
OVER EAST BRANCH OF DU PAGE RIVER
SECTION NO. 14-00124-04-BR**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this ____ day of _____, 2023, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the Lisle Park District (hereinafter referred to as the "DISTRICT"), an Illinois park district and unit of local government, with offices at 1925 Ohio Street, Lisle, Illinois, 60532. The COUNTY and the DISTRICT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY in order to facilitate the free flow of traffic and to ensure the safety of the public desires to reconstruct the bridge carrying CH 3/Warrenville Road over the East Branch of the DuPage River, County Section 14-00124-04-BR (hereinafter referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the DISTRICT desire to cooperate in the construction of this PROJECT because of the benefit of the PROJECT to the residents of DuPage County, the DISTRICT and the public; and

WHEREAS, the COUNTY has determined that acquisition of property, including land in fee and temporary construction easements ("Land Acquisition"), is necessary from the DISTRICT and required for this PROJECT; and

WHEREAS, the COUNTY and the DISTRICT desire to work collaboratively on said Land Acquisition; and

WHEREAS, the COUNTY and the DISTRICT also desire to establish the parties' project costs and maintenance responsibilities with respect to the PROJECT; and

WHEREAS, the COUNTY by virtue of its power set forth in the "Counties Code" (55 ILCS 5/5-1001 et seq.) and the "Illinois Highway Code" (605 ILCS 5/5-101 et seq.) and the DISTRICT by virtue of its power set forth in the "Park District Code" (70 ILCS 1205/1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY and DISTRICT are empowered to enter into this AGREEMENT pursuant to the authority granted in the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., the Local Government Property Transfer Act and in Article VII, Section 10, of the Illinois Constitution of 1970; and

WHEREAS, Section 2 of the Local Government Property Transfer Act, 50 ILCS 605/2, authorizes a municipality (DISTRICT), pursuant to a resolution passed by a two-thirds vote of the members of its corporate authority, to convey real estate to a municipality (COUNTY) when it is necessary or convenient for the municipality (COUNTY) to use, occupy or improve the real estate in the making a public improvement or for a public purpose of the transferee municipality (COUNTY); and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF PROJECT

- 2.1 The PROJECT includes, but is not limited to, the reconstruction and lengthening of the bridge carrying CH 3/Warrenville Road over the East Branch of the DuPage River and will also include provisions for pedestrian and bicyclist accommodations across and beneath the bridge, new retaining wall construction, tree removals, compensatory storage and other related appurtenant and necessary work. The PROJECT will encompass earthwork on the north side of the bridge to accommodate a planned multi-use path to be constructed by the Village of Lisle at a future date.

- 2.2. The PROJECT includes the land acquisition of property owned by the DISTRICT along CH 3/Warrenville Road the PROJECT and two (2) temporary construction easements "EASEMENTS" for both the PROJECT and compensatory storage. Said Land Acquisitions, attached hereto as Exhibits A and B, and depicted in Exhibit C, are incorporated and made a part hereof.

3.0 RESPONSIBILITIES - JOINT

- 3.1 The COUNTY and the DISTRICT agree to cooperate in and make every effort to cause the construction of the PROJECT.

4.0 RESPONSIBILITIES OF THE COUNTY

- 4.1 The COUNTY shall be responsible for all PROJECT costs, act as the lead agency and be responsible for completing all preliminary and design engineering, right-of-way acquisition, coordinate letting/awarding of construction contract, permit processing, utility coordination and construction engineering for the PROJECT.
- 4.2 The COUNTY shall administer the contract for the construction of the PROJECT.
- 4.3 Following the execution of this AGREEMENT, the COUNTY shall pay to the DISTRICT \$7,500.00 as the fair market value of the right-of-way Land Acquisition (Parcel 0004 - Exhibit A), and two temporary construction EASEMENTS (Parcels 0004 TE-A and 0004 TE-B - Exhibit B).
- 4.4 The COUNTY shall construct the PROJECT in a safe, clean and timely manner, in conformity with all applicable federal, state or local statutes, ordinances, rules and regulations, at no cost to the DISTRICT. In furtherance and not in limitation of such obligation, the COUNTY will construct, and at all times during the PROJECT, will maintain in good and safe repair and condition, safety fencing separating the PROJECT from the remainder of DISTRICT property at the COUNTY's sole cost and expense. The type of fencing utilized shall be pursuant to the Illinois Department of Transportation's (IDOT) Standard Specifications for Road and Bridge Construction Adopted January 1, 2022. Equipment, machinery, tools or materials stored or remaining overnight on the temporary EASEMENTS shall be stored in a safe manner, with access to same, restricted in such a manner so as to minimize any risk to the DISTRICT's employees, agents,

contractors or patrons. No explosives, flammable or hazardous substances of any kind, including environmentally hazardous materials, shall be transported across, brought upon, stored or deposited on the temporary EASEMENTS, without prior written consent of the DISTRICT (except for vehicles and/or equipment that require fuel). DISTRICT property at all times shall be kept reasonably free of accumulations of debris, waste and garbage.

- 4.5 The COUNTY shall restore the temporary EASEMENTS and any other PROJECT-affected portion(s) of DISTRICT property to the condition existing immediately prior to the commencement of the PROJECT by the COUNTY, or to a condition better than that condition. Additionally, the COUNTY shall repair all damage to the temporary EASEMENTS and any other affected portion(s) of DISTRICT property and replace all lost or destroyed items. By way of example and not limitation, all turf areas will be replaced and sodded to match the existing turf areas adjacent to the EASEMENTS, and all damage to paved areas will be restored to match existing paved areas as much as reasonably possible. Any damage to sidewalks or paths will be repaired or replaced as reasonably deemed necessary by the DISTRICT. All restoration, repair and replacement shall be completed to the reasonable satisfaction of the DISTRICT within a reasonable timeframe upon completion of the PROJECT, or if due to weather conditions or other circumstances which, in the DISTRICT's opinion, would make any such restoration, repair and replacement inadvisable, then within such later time period as the DISTRICT reasonably shall request.
- 4.6 The COUNTY shall conduct its operations on the DISTRICT property entirely at its own risk. To the fullest extent permitted by the laws of the State of Illinois, the COUNTY hereby forever waives, relinquishes, discharges and holds harmless the DISTRICT, its commissioners, officers, employee, agents and volunteers, from, any and all claims of every nature whatsoever, which the COUNTY may have at any time against the DISTRICT, its commissioners, officers, employees, agents and volunteers, including without limitation claims for personal injury or property damage sustained or incurred by the COUNTY or any person claiming by, through or under the COUNTY, relating directly or indirectly to the COUNTY's use of the EASEMENTS or to the PROJECT.
- 4.7 To the fullest extent permitted by law, the COUNTY and its contractors shall indemnify and hold harmless the DISTRICT and its officers, officials, employees, volunteers and agents

from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the PROJECT, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (2) is caused in whole or in part by any wrongful or negligent act or omission of the COUNTY, any of COUNTY's contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in whole or in part by the negligence of an entity or person indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. The COUNTY shall similarly protect, indemnify and hold and save harmless the DISTRICT, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the COUNTY's breach of any of its obligations under, or the COUNTY's default of, any provision of this Agreement. The provisions of this paragraph shall survive the completion of the PROJECT and shall not be deemed to derogate from or limit any privilege or immunity which either Party may from time to time possess, whether by statute, common law, or otherwise.

4.8 The COUNTY shall not cause or permit to be created any liens or claims against the EASEMENTS. The COUNTY shall to the fullest extent permitted by the laws of the State of Illinois, defend, indemnify and hold harmless the DISTRICT from and against any such claims or liens.

4.9 In addition to the COUNTY's obligations in paragraphs 4.6 and 4.7 above and at no cost to the DISTRICT, the COUNTY shall cause all of its contractors working on the EASEMENTS to maintain and keep in full force and effect, for so long as any claim relating to the EASEMENTS legally may be asserted, the following insurance coverage:

4.9a Commercial General Liability, specifically including bodily injury, personal injury and property damage of not less than \$2,000,000 per occurrence and at all times naming the DISTRICT, its public officials, employees, volunteers and agents as additional insured.

- 4.9b Liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 4.9c The COUNTY's contractors waive all rights against the DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the COUNTY's use of the premises.
- 4.9d The COUNTY's contractors shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.
- 4.9e The COUNTY's contractors shall maintain workers compensation as mandated by the state and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- 4.9f The COUNTY's contractors shall require all sub-contractors to maintain the same insurance coverage required of the contractors.
- 4.9g In addition, each party required to maintain insurance pursuant to this Agreement must include a 30-day notice of cancellation or reduction in limits.
- 4.10 In addition to and not in limitation of the foregoing, the COUNTY represents to DISTRICT:
- 4.10a that the COUNTY is self-insured for all casualties and losses up to Two Million Dollars (\$2,000,000) and maintains excess insurance coverage, purchased by it, in the amount of Twenty Million Dollars (\$20,000,000.00), and
- 4.10b such self-insurance and excess insurance coverage is available with respect to contractual liability of the COUNTY, including the indemnification of the DISTRICT by the COUNTY contained in paragraph 4.7 of this Agreement.

4.10c This Agreement may be recorded by the COUNTY, at the County's expense, in the office of the DuPage County Recorder of Deeds.

5.0 RESPONSIBILITIES OF THE DISTRICT

- 5.1 Simultaneously with the approval of this AGREEMENT, the DISTRICT shall execute a Quit Claim Deed for right-of-way acquisition (Parcel 0004 - Exhibit A) of DISTRICT owned property and grant to the COUNTY two temporary construction EASEMENTS (Parcels 0004 TE-A and 0004 TE-B - Exhibit B) attached hereto, subject to 4.3 hereinabove. The DISTRICT will convey said title to the COUNTY under the Local Government Property Transfer Act, 50 ILCS 605/2.
- 5.2 Following the granting of the EASEMENTS, the COUNTY may access these areas for advance tree removal between November 1st through March 30th, whether as part of the PROJECT contract or separate contract, subject to the terms of this AGREEMENT.
- 5.3 If the DISTRICT deems any of COUNTY's activities on the EASEMENTS create an immediate and serious threat to the life or safety of any person or to the safety of the property of any person, and the DISTRICT reasonably believes that the DISTRICT may not be able to contact the COUNTY to immediately repair the conditions creating such threat, the DISTRICT shall repair such conditions and give the COUNTY notice of such repair as soon as possible, and the COUNTY shall pay the DISTRICT's costs of such repair upon presentation of an invoice from the DISTRICT, detailing such costs.
- 5.4 The DISTRICT's reservation of the rights set forth in paragraph 5.2 above, or its failure to exercise same shall not impose or create any responsibility or liability on the DISTRICT or affect, reduce or nullify in any way the COUNTY's obligations under this Agreement, including without limitation its obligations under Section 7.0.
- 5.5 The DISTRICT shall have the right to use the EASEMENTS at any time for any purpose which does not unreasonably interfere with the PROJECT, including permitting the construction, maintenance and operation on, over or under the DISTRICT property of any public utility facility. The DISTRICT shall have the right to enter the EASEMENTS at any time(s) to inspect the EASEMENTS and any improvements thereon, to determine the COUNTY's compliance with the terms and conditions of this Agreement, and for any other lawful purpose(s) but at the sole risk of the DISTRICT.

- 5.6 No waiver of any rights which the DISTRICT has in the event of any default or breach by the COUNTY under this Agreement shall be implied as from failure by the DISTRICT to take any action on account of such breach or default, and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

6.0 MAINTENANCE

- 6.1 It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the PROJECT and no changes to maintenance and/or jurisdiction of existing roadways, rights-of-ways and appurtenances are proposed except per 6.2 below.
- 6.2 After completion of the PROJECT by the COUNTY, and in accordance with restoration requirements that may be stipulated by the approved/certified stormwater permit, including performance metrics, the DISTRICT will own, operate and maintain the compensatory storage area (which will be part of the temporary EASEMENTS acquired by the COUNTY as part of this AGREEMENT) after the restoration of said area by the COUNTY as outlined in paragraph 4.5 above.

7.0 INDEMNIFICATION

- 7.1 The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the DISTRICT, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT.
- 7.2 Nothing contained herein shall be construed as prohibiting the COUNTY or the DISTRICT, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph or paragraph 7.1, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's

Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY's and the DISTRICT's participation in their defense shall not remove their duty to indemnify, defend, and hold each other harmless, as set forth above.

7.3 Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or otherwise available to it, or to the other party, under the law.

7.4 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the Project, the DISTRICT'S and COUNTY'S indemnification under Section 7.0 hereof shall terminate when the PROJECT is completed and the DISTRICT and COUNTY assume their maintenance responsibilities as set forth in Section 6.0 hereof.

8.0 GENERAL

8.1 This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

9.0 ENTIRE AGREEMENT

9.1 This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT, and supersedes all previous communications or understandings whether oral or written.

10.0 NOTICES

10.1 Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile or email, to the party's address.

The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Lisle Park District

1925 Ohio Street
Lisle, IL 60532
Attn: Daniel Garvy, MS., CPRP
Director of Parks & Recreation
Phone: 630.353.4310
Email: dgarvy@lisleparkdistrict.org

County of DuPage

DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
Attn: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630.407.6900
Email: Christopher.snyder@dupageco.org

11.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

11.1 No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

12.0 ASSIGNMENT

12.1 This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

13.0 GOVERNING LAW

13.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2 The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

14.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

15.0 FORCE MAJEURE

15.1 Neither party shall be liable for any delay or non-performance of its obligations caused by any contingency beyond its control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

LISLE PARK DISTRICT

Signature on File

Deborah A. Conroy, Chair
DuPage County Board

Daniel Garvy
Director of Parks & Recreation

ATTEST:

ATTEST:

Signature on File

Jean Kaczmarek
County Clerk

Signature

VARA ALTPETER, PRESIDENT, BOARD OF PARK COMMISSIONERS

Print Name/Title

MARCH 16, 2023

Date

EXHIBIT A

QUIT-CLAIM DEED

(County to Corporation)

MAIL TO:

County of DuPage
c/o DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

NAME AND ADDRESS OF TAXPAYER:

County of DuPage
c/o DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

GRANTOR(S), **Lisle Park District**, an Illinois Park District and a unit of local government for and in consideration of Two Thousand Dollars (\$2,000.00), and other valuable consideration in hand paid, CONVEYS and QUIT-CLAIMS to

GRANTEE(S), the **County of DuPage, an Illinois body corporate and politic**, the following described Real Estate situated in the County of DuPage, in the State of Illinois, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE PART HEREOF.

Subject to general real estate taxes not due and payable at the time of closing, covenants, conditions, and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the real estate.

Permanent Real Estate Index Number: 08-03-200-005

Address of Real Estate: north side of Warrenville Road, east of White Birch Drive, Lisle, IL 60532

DATED this ____ day of _____, 20____

LISLE PARK DISTRICT

By: _____
Its: _____

Attest: _____
Its: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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 _____ of the Lisle Park District, an Illinois Park District and unit of local government and _____ personally known to me to be the _____ of the Lisle Park District who are personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, they signed and delivered said instrument pursuant to the authority given by the Lisle Park District Board, as their free and voluntary act, and as the free and voluntary act and deed of said Board, as authorized by Resolution and as set forth in an Intergovernmental Agreement dated _____, 20____, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20____.

Commission expires _____

Notary Public

Prepared and Submitted by:
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, Illinois 60187

**EXEMPT UNDER PROVISIONS OF THE REAL ESTATE TRANSFER TAX
LAW, 35 ILCS 200/31-45(b)**

Date: _____

Signature of Buyer, Seller or Representative

EXHIBIT A
LEGAL DESCRIPTION

That part of Lot 53 in Arboretum Woods, recorded April 21, 1978 as Document R78-33315, being a Subdivision of part of the North Half of Section 3, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois; bearings and distances based on the Illinois State Plane Coordinate System, NAD '83 (2011), East Zone, with a combined factor of 0.9999997935, described as follows:

Commencing at the southwest corner of said Lot 53; Thence North 88 Degrees 25 Minutes 39 Seconds East, along the south line of said Lot 53, also being the existing north right of way of Warrenville Road, 150.00 feet to the Point of Beginning; Thence North 01 Degree 34 Minutes 21 Seconds West, 45.00 feet to a line 45.00 feet north of and parallel with the south line of said Lot 53, also being said existing north right of way of Warrenville Road; Thence North 88 Degrees 25 Minutes 39 Seconds East along said parallel line, 185.51 feet; Thence South 80 Degrees 43 Minutes 03 Seconds East, 7.96 feet to the east line of said Lot 53; Thence South 05 Degrees 14 Minutes 29 Seconds West, 43.81 feet to said existing north right of way of Warrenville Road; Thence South 88 Degrees 25 Minutes 39 Seconds West, along said existing north right of way, 188.14 feet to the Point of Beginning.

Said parcel contains 0.197 acres, more or less.

EXHIBIT B

P.I.N.

08-03-200-005

Parcel

0004 TE-A&B

County

DuPage

Street Address

North side of Warrenville Road

East of White Birch Drive

Lisle, Illinois 60532

Section

14-00124-04-BR

CH #3

Warrenville Rd over East Branch

DuPage River

FOR RECORDER'S USE ONLY

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE WITNESSETH, That the Grantor, **Lisle Park District**, an Illinois Park District and a unit of local government for and in consideration of Five Thousand Five Hundred Dollars (\$5,500.00) hereby represents that it owns the fee simple title to and grants the temporary right, easement and privilege to enter upon the following described land unto the **County of DuPage**, State of Illinois, Grantee, for the use of the DuPage County Division of Transportation, its employees, representative, agents, contractors and engineers, for the purpose of roadway construction and other highway purposes, on, over, and through the following described real estate:

See Legal Description attached hereto as "Exhibit A"

Address: north side of Warrenville Road, east of White Birch Drive, Lisle, IL 60532

This easement shall be in effect for a period of five (5) years from the date of award of the construction contract or commencement of construction operations, whichever occurs later.

Said construction work to be completed as specified in the plans as prepared by DuPage County Division of Transportation and in conformance with the IGA approved by both parties dated_____.

Dated this _____ day of _____, 20____.

LISLE PARK DISTRICT

By: _____

Title:

Attest:

Title:

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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 _____ of the Lisle Park District, an Illinois Park District and unit of local government, and _____ personally known to me to be the _____ of the Lisle Park District who are personally known to me to be same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, they signed and delivered said instrument pursuant to the authority given by the Lisle Park District Board, as their free and voluntary act, and as the free and voluntary act and deed of said Board, as authorized by Resolution and as set forth in an Intergovernmental Agreement dated _____, 20____, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 20__.

Notary Public

Commission expires

THIS DOCUMENT HAS BEEN PREPARED BY:
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

EXHIBIT B
LEGAL DESCRIPTION

PARCEL 0004 TE-A:

That part of Lot 53 in Arboretum Woods, recorded April 21, 1978 as Document R78-33315, being a Subdivision of part of the North Half of Section 3, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois; bearings and distances based on the Illinois State Plane Coordinate System, NAD '83 (2011), East Zone, with a combined factor of 0.9999997935, described as follows:

Commencing at the southwest corner of said Lot 53; Thence North 88 Degrees 25 Minutes 39 Seconds East, along the south line of said Lot 53, also being the existing north right of way line of Warrenville Road, 150.00 feet; Thence North 01 Degree 34 Minutes 21 Seconds West, 45.00 feet to a line 45.00 feet north of and parallel with said south line and said north right of way line to the point of beginning; Thence continuing, North 01 Degree 34 Minutes 21 Seconds West, 55.00 feet; Thence North 88 Degrees 25 Minutes 39 Seconds East, 185.49 feet, parallel with said south line and said north right of way line; Thence South 01 Degree 35 Minutes 35 Seconds East, 55.00 feet to said parallel line 45.00 feet north of Lot 53; Thence South 88 Degrees 25 Minutes 39 Seconds West, 185.51 feet along said parallel line to the point of beginning.

Said parcel contains 0.234 acres, more or less.

PARCEL 0004 TE-B:

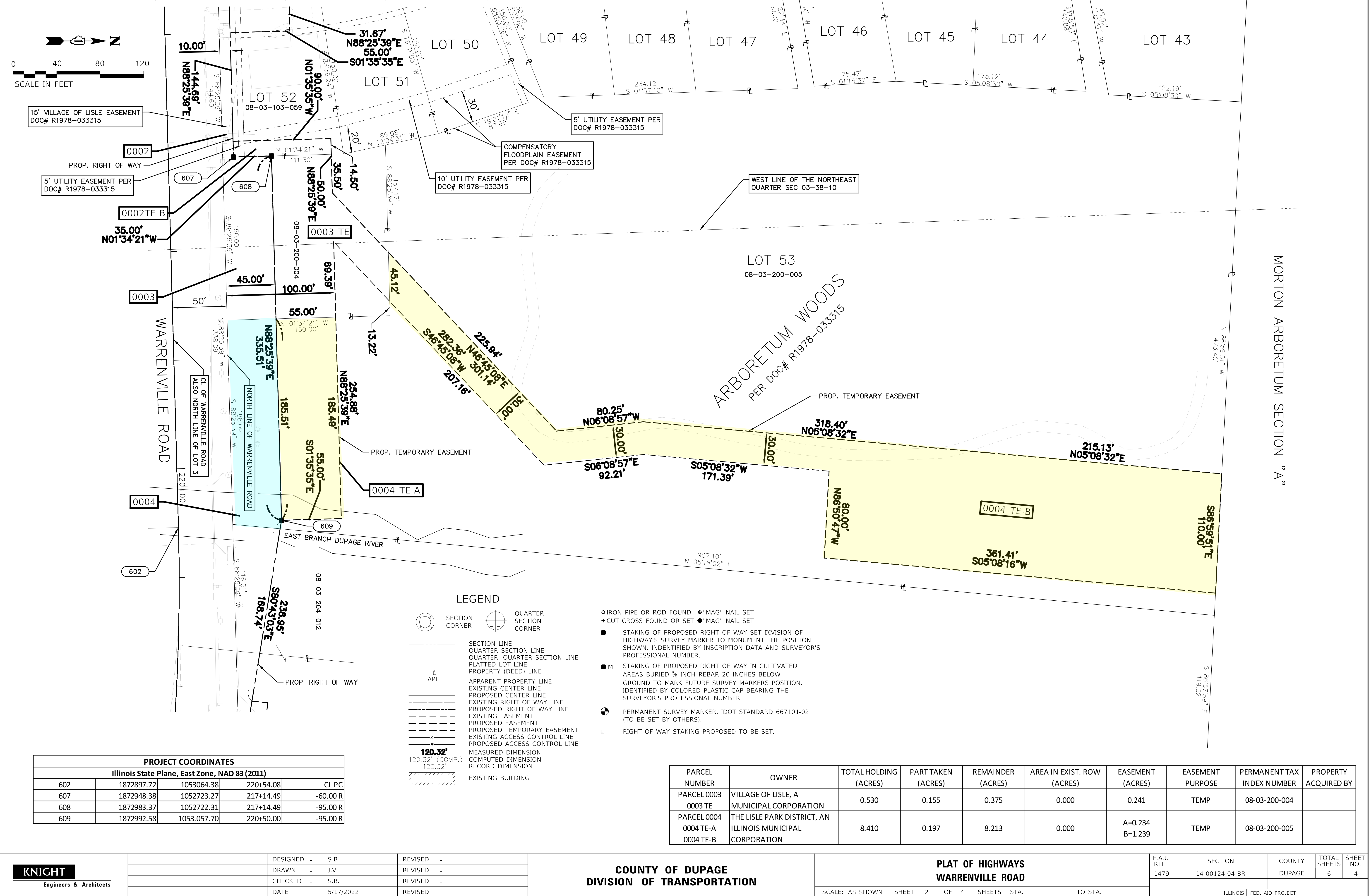
That part of Lot 53 in Arboretum Woods, recorded April 21, 1978 as Document R78-33315, being a Subdivision of part of the North Half of Section 3, Township 38 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois; bearings and distances based on the Illinois State Plane Coordinate System, NAD '83 (2011), East Zone, with a combined factor of 0.9999997935, described as follows:

Commencing at the southwest corner of said Lot 53; Thence North 01 Degree 34 Minutes 21 Seconds West, 111.30 feet along the West line of said Lot 53; Thence North 88 Degrees 25 Minutes 39 Seconds East, parallel with the south line of said Lot 53, 35.50 feet; Thence North 46 Degrees 45 Minutes 08 Seconds East, 75.20 feet to the point of beginning; Thence, continuing, North 46 Degrees 45 Minutes 08 Seconds East, 225.94 feet; Thence North 06 Degrees 08 Minutes 57 Seconds West, 80.25 feet; Thence North 05 Degrees 08 Minutes 32 Seconds East, 533.53 feet to the north line of said Lot 53; Thence South 86 Degrees 59 Minutes 51 Seconds East, along said north line, 110.00 feet; Thence South 05 Degrees 08 Minutes 16 Seconds West, 361.41 feet; Thence North 86 Degrees 50 Minutes 47 Seconds West, 80.00 feet; Thence South 05 Degrees 08 Minutes 32 Seconds West, 171.39 feet; Thence South 06 Degrees 08 Minutes 57 Seconds East, 92.21 feet; Thence South 46 Degrees 45 Minutes 08 Seconds West, 207.16 feet; Thence South 88 Degrees 25 Minutes 39 Seconds West, 45.12 feet to the point of beginning.

Said parcel contains 1.239 acres, more or less.

EXHIBIT C

PART OF SECTION 3, T38N, R10E OF THE 3RD PM, LISLE TOWNSHIP, DUPAGE COUNTY, ILLINOIS.



LISLE PARK DISTRICT

RESOLUTION NO. 031623

A Resolution Approving the Terms and Authorizing the Execution of an Intergovernmental Agreement with the County of DuPage Regarding the Conveyance of Certain Property and the Granting of Certain Temporary Construction Easements to the County of DuPage in Connection with Certain Improvements to the Warrenville Road Bridge in Lisle, Illinois

WHEREAS, the County of Du Page ("County") intends to reconstruct the bridge carrying CH3/Warrenville Road over the East Branch of the DuPage River ("Bridge Reconstruction Project"); and

WHEREAS, the Lisle Park District owns, operates, and maintains certain park property located adjacent to the Bridge Reconstruction Project area commonly referred to as Arboretum Woods Park ("Park Property"); and

WHEREAS, the County has adopted, or hereafter will adopt, an ordinance determining that it is necessary, convenient, and in the best interests of the County that a portion of the Park Property (located in the south west corner of Arboretum Park) and legally described and depicted in the Intergovernmental Agreement attached hereto as Exhibit A and incorporated herein by reference ("Subject Parcel"), be acquired by the County to facilitate the Bridge Reconstruction Project; and

WHEREAS, the County has further adopted, or hereafter will adopt, an ordinance determining that it is necessary, convenient, and in the best interests of the County to acquire a temporary construction easement over certain other portions of the Park Property (located on the western edge of Arboretum Park) and legally described and depicted in the Intergovernmental Agreement attached hereto as Exhibit A and incorporated herein by reference ("Easement Premises"), in order to facilitate the County's Bridge Reconstruction Project; and

WHEREAS, following a series of extensive negotiations, the parties have agreed upon and prepared in draft form an agreement entitled "Intergovernmental Agreement Between the County of DuPage and Lisle Park District for Ch 3/Warrenville Road Bridge Replacement Over East Branch of DuPage River Section No. 14-00124-04-Br" ("Intergovernmental Agreement") that sets forth the respective rights and obligations of the parties with respect to the Bridge Reconstruction Project and the conveyances of Park Property necessitated by same; and

WHEREAS, the Park District has authority to transfer and convey the Subject Parcel and to grant a temporary construction easement across the Easement Premises to the County under the Local Government Property Transfer Act [50 ILCS 605/0.01 *et. seq.*] and under the Park District's general corporate powers, including the right to manage and control its property, as provided in the Park District Code [70 ILCS 1205/8-1]; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et.seq.*, authorizes and encourages units of local government to cooperate in the exercise of government functions.

WHEREAS, the Park District's Board of Park Commissioners has determined that it is in the best interests of the Park District and its residents to authorize the execution of the Intergovernmental Agreement, subject to the terms and conditions set forth therein.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Park Commissioners of the Lisle Park District (the "Park Board"), as follows:

Section 1. The recitals set forth above are incorporated herein and made a part hereof.

Section 2. It is hereby determined that the Subject Parcel is no longer needed or useful for park or recreational purposes.

Section 3. It is hereby determined that it is necessary and in the best interests of the Park District and the public that the Park District convey the Subject Parcel to the County, and that the Park District grant to the County certain temporary construction easements on the Easement Premises, to enable the County to construct the Bridge Reconstruction Project.

Section 4. The form, terms, and provisions of the proposed "Intergovernmental Agreement," copies of which have been distributed to and considered by the Park Board at this meeting, are hereby approved, and the President and Secretary of the Park Board are hereby authorized and directed to execute said agreement in the name of and on behalf of the Park District, substantially in the form presented at this meeting, with such modifications thereto as the President in consultation with the Park District's attorney shall approve, which approval shall be conclusively evidenced by the President's execution thereof.

Section 5. Upon presentation to the Park District of a certified copy of an ordinance adopted by the Board of Trustees of the County, previously described in this Resolution, the President and the Secretary of the Park Board are hereby authorized and directed to execute and deliver to the County, for and on behalf of the Park District, a quit claim deed to the Parcel, and all such further documents, certificates, instruments and other writings, as the President of the Park Board shall deem necessary or appropriate in consultation with legal counsel for the Park District, in connection with the conveyance of the Subject Parcel.

Section 6. Upon presentation to the Park District of a certified copy of an ordinance adopted by the Board of Trustees of the County, previously described in this Resolution, the President and the Secretary of the Park Board are hereby authorized and directed to execute and deliver to the County an agreement providing for the grant of one or more temporary construction easements on the Easement Premises, containing such terms and provisions to protect the interests of the Park District, including but not limited to appropriate insurance, indemnification and restoration provisions, as shall be approved by the President of the Park

Board in consultation with legal counsel for the Park District, and to execute and deliver, for and on behalf of the Park District, all such further documents, certificates, instruments and other writings, which may be necessary or appropriate in connection with the grant of the temporary construction easements.

Section 7. This Resolution shall be in full force and effect immediately upon its adoption, as provided by law.

Adopted this 16th day of March, 2023, by the affirmative vote of two-thirds of the Park Commissioners of the Lisle Park District, as follows:

Roll call:

Ayes: HUMMEL, WESSEL, AUSTGER

Nays: COSTELLO

Absent: —

Abstain: —

Signature on File

President, Board of Park Commissioners

Attest: Signature on File

Secretary, Board of Park Commissioners

STATE OF ILLINOIS)
) ss
COUNTY OF DU PAGE)

SECRETARY'S CERTIFICATE

I, Dan Garvy, do hereby certify that I am Secretary of the Board of Park Commissioners of the Lisle Park District, and as such official, I am keeper of the records, ordinances, files and seal of said Park District, and

I hereby certify that the foregoing instrument is a true and correct copy of:

A Resolution Approving the Terms and Authorizing the Execution of an Intergovernmental Agreement with the County of DuPage Regarding the Conveyance of Certain Property and the Granting of Certain Temporary Construction Easements to the County of DuPage in Connection with Certain Improvements to the Warrenville Road Bridge in Lisle, Illinois

Adopted by a two-thirds vote of the Park Commissioners at a duly called Regular Meeting of the Board of Park Commissioners of the Lisle Park District, held at Lisle, Illinois, in said District at 7:00 p.m. on the 16th day of March, 2023.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location at which said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Park District at Lisle, Illinois this 16th day of March, 2023.

Signature on File

Dan Garvy, Secretary, Board of Park Commissioners
Lisle Park District

