



RESOLUTION 2023-4424

A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LISLE AND DUPAGE COUNTY FOR IMPROVEMENTS ALONG COUNTY HIGHWAY 3 / WARRENVILLE ROAD OVER THE EAST BRANCH OF THE DUPAGE RIVER

WHEREAS, DuPage County is preparing the Phase II/Design Engineering, and Phase III/Construction and Construction Engineering 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 Village and the County have entered into an Intergovernmental Agreement for improvements along Warrenville Road over the East Branch of the DuPage River dated March 9, 2021 (hereinafter "Original Agreement"); and

WHEREAS, the County and Village are empowered to enter into a First Amendment 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, subsequent to entering into the Original Agreement, the Village has asked the County to incorporate watermain improvements (hereinafter referred to as "Watermain Improvements") as part of the Project; and

WHEREAS, the County is willing to incorporate the Watermain Improvements; and

WHEREAS, Section 2 of the Local Government Property Transfer Act, 50 ILCS 605/2, authorizes a municipality (Village), 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 of a public improvement or for a public purpose of the transferee municipality (County); and

WHEREAS, subsequent to entering into the Original Agreement, the County has determined that the acquisition of property, including land in fee and temporary construction easements (Land Acquisition), is necessary and required for this Project and the County has, by Ordinance DT-O-0049-23, declared the need for said Land Acquisition; and

WHEREAS, the County has additionally determined that the acquisition of property, including the assignment of two temporary easements and one permanent

easement (Assignment) is necessary and required for this Project and the County has, by Ordinance DT-O-0052-23, declared the need for said property; and

WHEREAS, the County and Village shall work collaboratively on said Land Acquisition and Assignment; and

WHEREAS, the Original Agreement must be amended to include the Village's request to incorporate the Watermain Improvements and the County's request for the acquisition of property, and to revise and update the estimated Project costs (as depicted in Revised Exhibit A) as well as other Project related responsibilities subsequent to the Original Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Lisle, DuPage County, Illinois as follows:

SECTION 1: That the Agreement shall be and is hereby approved in substantially the form of Exhibit 1.

SECTION 2: That the Mayor and Village Clerk are hereby authorized and directed to execute and seal the First Amendment to the Intergovernmental Agreement on behalf of the Village.

SECTION 3: That the Mayor and Village Clerk are hereby authorized and directed to execute and seal Exhibit C Quit-Claim Deed on behalf of the Village.

SECTION 4: That the Mayor and Village Clerk are hereby authorized and directed to execute and seal Exhibit D Grant of Temporary Construction Easement on behalf of the Village.

SECTION 5: That the Mayor and Village Clerk are hereby authorized and directed to execute and seal Exhibit E Temporary Assignment of Drainage and Utility Easements on behalf of the Village.

SECTION 6: That the Mayor and Village Clerk are hereby authorized and directed to execute and seal Exhibit F Assignment of Drainage Easement on behalf of the Village.

FURTHER, be it resolved that this resolution shall be entered upon the journals of the Board of Trustees of the Village of Lisle.

PASSED AND APPROVED by the Village Board of the Village of Lisle on this 18th day of December 2023.

Signature on File

Christopher R. Pecak, Mayor

ATTEST:

Signature on File

Kristy Grau, Village Clerk



Ayes: Trustees Grecco, Mullen, Duffy, Lesniak, Olson, Sima and Mayor Pecak
Nays: None
Absent: None
Abstain: None

Published by the Village Clerk, in pamphlet form, by authority of the corporate authorities of the Village of Lisle on the 18 of December, 2023.

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE VILLAGE OF LISLE
FOR IMPROVEMENTS ALONG CH 3/WARRENVILLE ROAD
OVER THE EAST BRANCH OF THE DU PAGE RIVER
SECTION NO. 14-00124-04-BR**

This First Amendment (hereinafter referred to as "FIRST AMENDMENT") to the Intergovernmental Agreement between the County of DuPage and the Village of Lisle for improvements along CH 3/Warrenville Road over the East Branch of the DuPage River (hereinafter "PROJECT"), Section No. 14-00124-04-BR dated March 9, 2021, (hereinafter "ORIGINAL AGREEMENT"), is entered into this _____ day of _____, 20____, between the County of DuPage (hereinafter "COUNTY"), a body corporate and politic, with offices at 421 N. County Farm Road, Wheaton, Illinois, and the Village of Lisle (hereinafter "VILLAGE"), a municipal corporation, with offices at 925 Burlington Avenue, Lisle, Illinois. COUNTY and VILLAGE are sometimes hereinafter individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the COUNTY and VILLAGE are empowered to enter into this FIRST AMENDMENT 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, subsequent to entering into the ORIGINAL AGREEMENT, the VILLAGE has asked the COUNTY to incorporate watermain improvements (hereinafter referred to as "WATERMAIN IMPROVEMENTS") as part of the PROJECT; and

WHEREAS, the COUNTY is willing to incorporate the WATERMAIN IMPROVEMENTS; and

WHEREAS, Section 2 of the Local Government Property Transfer Act, 50 ILCS 605/2, authorizes a municipality (VILLAGE), 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

WHEREAS, subsequent to entering into the ORIGINAL AGREEMENT, the COUNTY has determined that the acquisition of property, including land in fee and temporary construction easements (LAND ACQUISITION), is necessary and required for this PROJECT and the COUNTY has, by Ordinance DT-O-0049-23, declared the need for said LAND ACQUISITION; and

WHEREAS, the COUNTY has additionally determined that the acquisition of property, including the assignment of two temporary easements and one permanent easement (ASSIGNMENT) is necessary and required for this PROJECT and the COUNTY has, by Ordinance DT-O-0052-23, declared the need for said property; and

WHEREAS, the COUNTY and VILLAGE shall work collaboratively on said LAND ACQUISITION and ASSIGNMENT; and

WHEREAS, the ORIGINAL AGREEMENT must be amended to include the VILLAGE'S request to incorporate the WATERMAIN IMPROVEMENTS and the COUNTY'S request for the acquisition of property, and to revise and update the estimated PROJECT costs (as depicted in Revised Exhibit A) as well as other PROJECT related responsibilities subsequent to the ORIGINAL AGREEMENT.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 RECITALS INCORPORATED

1.1. The foregoing recitals are incorporated herein by reference as though fully set forth.

2.0 SCOPE OF PROJECT

The following terms are in addition to the terms in the ORIGINAL AGREEMENT Section 2.0:

2.2 The ORIGINAL AGREEMENT Section 2.1 states: "The WORK shall be defined as the additional work needed to lengthen the bridge in order to accommodate a multi-use trail under the proposed bridge". WATERMAIN IMPROVEMENTS to be added to the PROJECT shall include, but are not limited to, the addition of watermain and valve replacements along the west side of the bridge on Warrenville Road as depicted on Exhibit B, and other necessary and appurtenant work associated with the WATERMAIN IMPROVEMENTS. All WATERMAIN IMPROVEMENTS are to be incorporated into the WORK.

2.3 The parties agree that this FIRST AMENDMENT shall serve in lieu of a separate permit for the WATERMAIN IMPROVEMENTS.

3.0 RESPONSIBILITIES OF THE COUNTY

The following term is in addition to the ORIGINAL AGREEMENT Section 3.0:

- 3.5 The COUNTY shall pay to the VILLAGE \$2,500.00 as the fair market value for the proposed acquisition of VILLAGE owned property following execution of this FIRST AMENDMENT.

4.0 RESPONSIBILITIES OF THE VILLAGE

The following terms are in addition to the ORIGINAL AGREEMENT Section 4.0:

- 4.5 The VILLAGE agrees, if necessary, to plan for and issue permits for PROJECT required adjustments, relocations, modifications, etc. to utility facilities located within existing VILLAGE rights-of-way, and on proposed VILLAGE rights-of-way which are outside areas of COUNTY jurisdiction, which are in conflict with the PROJECT and WORK at no expense to the COUNTY.
- 4.6 With the approval of this FIRST AMENDMENT, the VILLAGE shall grant to the COUNTY a temporary construction easement attached hereto as Exhibit C and execute a Quit Claim Deed for right-of-way acquisition of VILLAGE owned property attached hereto as Exhibit D and incorporated herein.
- 4.7 With the approval of this FIRST AMENDMENT, the VILLAGE shall grant to the COUNTY, at no cost, an assignment of two temporary construction easements (TE-A and TE-B) attached hereto as Exhibit E and the assignment of one permanent easement (PE) attached hereto as Exhibit F and incorporated herein.
- 4.8 The VILLAGE agrees to reimburse the COUNTY the actual cost for design engineering for the WATERMAIN IMPROVEMENTS (which at the time of this AMENDMENT is estimated to be \$7,585.00) within sixty (60) days of receipt of a properly documented invoice from the COUNTY.
- 4.9 The VILLAGE agrees to reimburse the COUNTY one hundred (100%) percent of the actual construction costs for the WATERMAIN IMPROVEMENTS, estimated to be \$117,000.00, and acknowledges that said WATERMAIN IMPROVEMENTS are not federally eligible for funding. The COUNTY will not invoice the VILLAGE an amount above the estimate referenced in this paragraph and the additional construction engineering as referenced in

paragraph 4.10 herein (estimated \$11,700.00) until written approval is given by the VILLAGE.

4.10 The VILLAGE agrees to reimburse the COUNTY an additional ten (10%) percent of the actual final construction cost of the WATERMAIN IMPROVEMENTS for construction engineering.

5.0 MAINTENANCE

The following term is in addition to the ORIGINAL AGREEMENT Section 5.0:

5.3 The VILLAGE agrees that it will be responsible for all maintenance of the WATERMAIN IMPROVEMENTS.

It is mutually agreed by and between the parties hereto that all covenants contained in the ORIGINAL AGREEMENT which are not in conflict with this FIRST AMENDMENT shall remain in full force and effect and are incorporated herein. In the event that any of the terms or conditions within this FIRST AMENDMENT conflict with the terms and conditions in the ORIGINAL AGREEMENT, the terms of this FIRST AMENDMENT shall control.

IN WITNESS WHEREOF, the parties have caused this FIRST AMENDMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the date first above written.

COUNTY OF DU PAGE

Deborah A. Conroy, Chair
DuPage County Board

ATTEST:

Jean Kaczmarek
County Clerk

VILLAGE OF Lisle

Signature on File

Christopher Pecan, Mayor
Village of Lisle

ATTEST:

Signature on File

Kristy Grau
Village Clerk



CH 3/Warrenville Road over East Branch DuPage River

REVISED EXHIBIT A
ESTIMATED PROJECT COSTS AND FUNDING

DESCRIPTION	ESTIMATED TOTAL AMOUNT	STP-Br FUNDING (County Secured)	COUNTY COST	VILLAGE COST
Phase II (design engineering)	\$533,471.00	\$372,657.00	\$138,578.00	\$22,236.00
Land Acquisition (Village Parcel)	\$2,500.00		\$2,500.00	
Construction (excluding Village Watermain)	\$7,537,158.00	\$6,029,726.00	\$1,285,069.00	\$222,363.00
Construction Engineering (excluding Village Watermain)	\$792,170.00	\$633,736.00	\$125,080.00	\$33,354.00
Village Watermain construction estimate, 100% Village cost	\$117,000.00			\$117,000.00
Village Watermain, construction engineering estimated at 10% of Watermain construction cost	\$11,700.00			\$11,700.00
Village Watermain design cost, 100% Village cost (estimated)	\$7,585.00			\$7,585.00
	\$9,001,584.00	\$7,036,119.00	\$1,551,227.00	\$414,238.00

CH 3/Warrenville Road over East Branch DuPage River

EXHIBIT B

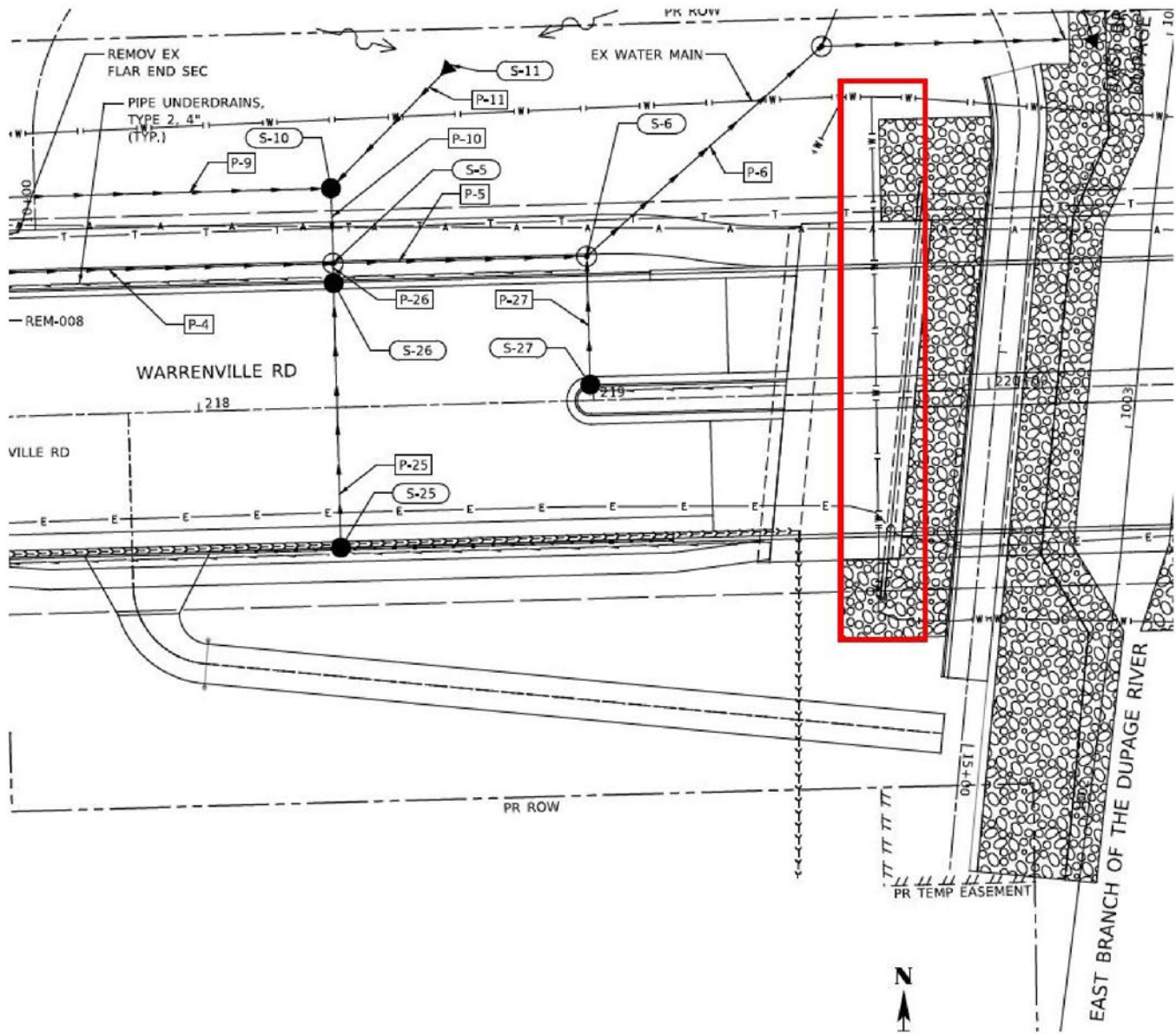


EXHIBIT C

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), **Village of Lisle, an Illinois municipal corporation**, a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of One Thousand Six Hundred Dollars (\$1,600.00), 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: 08-03-200-004

Address of Real Estate: North side of Warrenville Road, East of White Birch Drive, Lisle, IL 60532 (Vacant Property)

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

Date: _____

Signature of Buyer, Seller or Representative

DATED this 18th day of December, 2023

VILLAGE OF LISLE

Signature on File

By: _____

Its: Mayor

Attest: Signature on File

Its: Village Clerk



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 Christopher Pecak, personally known to me to be the Mayor of the Village of Lisle, an Illinois municipal corporation, and Kristy Grau, personally known to me to be the Clerk of said municipal corporation, 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 Mayor and Clerk they signed, sealed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to the authority given by the Board of Trustees of said municipal corporation as authorized by an Intergovernmental Agreement dated December 18, 2023, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of December, 2023.

Commission expires April 24, 2026 Signature on File

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

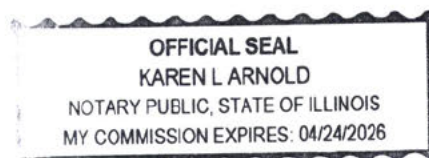


EXHIBIT A
LEGAL DESCRIPTION

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:

Beginning at the southwest corner of said Lot 53; 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, said south line also being the existing north right of way of Warrenville Road; Thence, along said parallel line, North 88 Degrees 25 Minutes 39 Seconds East, 150.00 feet; Thence South 01 Degree 34 Minutes 21 Seconds East, 45.00 feet to said south line of said Lot 53, also being the existing north right of way of Warrenville Road; Thence South 88 Degrees 25 Minutes 39 Seconds West, along said south line and north right of way line, 150.00 feet to the Point of Beginning.

Said parcel contains 0.155 acres, more or less.

EXHIBIT D

P.I.N.

08-03-200-004

Parcel

0003 TE

County

DuPage

Street Address

North side of Warrenville Rd.

East of White Birch Dr.

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, **Village of Lisle, an Illinois municipal corporation**, a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of Nine Hundred (\$900.00) Dollars, 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 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
(Vacant Property)**

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 said County Division of Transportation.

Said construction work to be done in a quality workmanlike manner and at the expense of the DuPage County Division of Transportation.

It is also agreed that the premises will be left in a neat and presentable condition.

Dated this 18th day of December, 2023.



VILLAGE OF LISLE

Signature on File

By: _____

Title: Christopher Pecak, Mayor

Attest: Signature on File

Title: Kristy Grau, Village Clerk

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 Christopher Pecak, personally known to me to be the Mayor of the Village of Lisle, an Illinois municipal corporation, and Kristy Grau, personally known to me to be the Clerk of said municipal corporation, 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 Mayor and Clerk they signed, sealed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to the authority given by the Board of Trustees of said municipal corporation as authorized by an Intergovernmental Agreement dated December 18, 2023, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of December, 2023.

Commission expires April 24, 2026

Signature on File
Notary Public

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



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 01 Degree 34 Minutes 21 Seconds West, 45.00 feet along the West line of said Lot 53 to a line 45.00 feet north of and parallel with the south line of said Lot 53, said south line also being the North right of way line of Warrenville road, to the point of beginning; Thence, continuing along said west line, North 01 Degree 34 Minutes 21 Seconds West, 55.00 feet; Thence North 88 Degrees 25 Minutes 39 Seconds East, parallel with said south line, 35.50 feet; Thence North 46 Degrees 45 Minutes 08 Seconds East, 75.20 feet; Thence North 88 Degrees 25 Minutes 39 Seconds East, 45.12 feet; Thence South 46 Degrees 45 Minutes 08 Seconds West, 75.20 feet to a line 100.00 feet north of and parallel with the south line of said Lot 53; Thence North 88 Degrees 25 Minutes 39 Seconds East, along said parallel line, 69.39 feet; Thence South 01 Degree 34 Minutes 21 Seconds East, 55.00 feet to said line 45.00 feet north of and parallel with the south line of said Lot 53,; Thence South 88 Degrees 25 Minutes 39 Seconds West, 150.00 feet along said parallel line to the point of beginning.

Said parcel contains 0.241 acres, more or less.

EXHIBIT E

**TEMPORARY ASSIGNMENT
OF DRAINAGE AND UTILITY
EASEMENTS**

MAIL TO:

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

THIS ASSIGNMENT OF VILLAGE OF Lisle DRAINAGE AND UTILITY EASEMENT AND RIGHT WITHIN DRAINAGE AND UTILITY EASEMENT is made and executed this 18th day of December, 2023, by and between the Village of Lisle, an Illinois municipal corporation, created and existing under and by virtue of the laws of the State of Illinois, as ASSIGNOR, for One Dollar (\$1.00) and other valuable consideration in hand paid, and the County of DuPage, an Illinois body corporate and politic, as ASSIGNEE.

The ASSIGNOR does hereby assign a non-exclusive right and interest in, and does authorize the use of, the following described easements by the ASSIGNEE for purposes of construction and grading as part of the County of DuPage's project known as Section No. 14-00124-04-BR:

30-foot Village of Lisle Drainage Easement (TE-A) and 5-foot Utility Easement (TE-B) as described on Arboretum Woods Subdivision plat recorded as Document No. R78-33315 on April 21, 1978, and as further depicted in Exhibit A, attached hereto and made a part hereof.

PIN: 08-03-103-059

ADDRESSES: 4297 White Birch Drive, Lisle, Illinois, 60532

This assignment and right to non-exclusive use of said easements shall be in effect from the date of award of the construction contract and shall terminate five years from the execution of this document, or on the completion of the proposed project, whichever is sooner.

Said premises will be left in a neat and presentable condition.

Subject only to the following exceptions: None.

The ASSIGNEE shall indemnify, hold harmless and defend the ASSIGNOR, 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 ASSIGNEE's negligent or willful acts, errors or omissions in its performance under this

Assignment to the fullest extent permitted by law. The ASSIGNEE does not hereby waive any defenses or immunity available to it with respect to third parties. The ASSIGNOR makes no representations and extends no warranties, either express or implied, in connection with this assignment, including without limitation any representation or warranty that the ASSIGNEE's intended use, as set forth herein or in any other written instrument between the parties, is a permitted use consistent with the rights and interest of the ASSIGNOR in the easement being assigned. ASSIGNOR shall have no liability with respect to ASSIGNEE's use of the easement or reliance upon any statements made by ASSIGNOR, whether oral or in writing.

Dated this 18th day of December, 2023.

VILLAGE OF Lisle
Signature on File

COUNTY OF DUPAGE

By: [Signature]

By: _____

Print Name: Christopher Pecak, Mayor

Print Name: William C. Eidson, P.E.
County Engineer

Attest:
Signature on File

Attest:
By: _____

Print Name: Kristy Grau, Village Clerk

Print Name: _____



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 Christopher Pecak, personally known to me to be the Mayor of the Village of Lisle, an Illinois municipal corporation, and Kristy Grau, personally known to me to be the Village Clerk of said municipal corporation, 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 Mayor and Village Clerk they signed, sealed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to the authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of December 20 23.

Commission expires April 24, 2026

Signature on File

Notary Public



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 William C. Eidson, personally known to me to be the County Engineer of the County of DuPage, a body politic and corporate of the State of Illinois, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as the County Engineer, he signed, sealed and delivered said instrument and caused the corporate seal of said County of DuPage to be affixed thereto, pursuant to the authority given by the County of DuPage, as his free and voluntary act, and as the free and voluntary act and deed of said County, for the uses and purposes therein set forth.

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

Commission expires _____

Notary Public

This instrument was prepared by:
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

EXHIBIT F

**ASSIGNMENT OF DRAINAGE
EASEMENT**

MAIL TO:

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

THIS **ASSIGNMENT OF DRAINAGE EASEMENT** is made and executed this 18th day of December, 2023, by and between the VILLAGE OF LISLE, an Illinois municipal corporation, created and existing under and by virtue of the laws of the State of Illinois, as ASSIGNOR, for One Dollar (\$1.00) and other valuable consideration in hand paid, and the County of DuPage, an Illinois body corporate and politic, as ASSIGNEE.

The ASSIGNOR does hereby assign a non-exclusive right and interest in and does authorize the use of the following described easement by the ASSIGNEE for purposes of construction and grading of a drainage swale and drainage structure and for future maintenance thereof, as a part of the County of DuPage's project known as Section No. 14-00124-04-BR:

15-foot Drainage Easement as described on Arboretum Woods Subdivision plat recorded as Document No. R78-33315 on April 21, 1978, and as depicted as PE in Exhibit A, attached hereto and made a part hereof ("Easement")

PIN: 08-03-103-059

ADDRESSES: 4297 White Birch Drive, Lisle, Illinois, 60532

ASSIGNOR shall have and retain all rights to use and occupy ASSIGNOR's Easement except as herein expressly stated; however, ASSIGNOR's use and occupation of said Easement may not interfere with Assignee's use of said Easement.

Said construction work and maintenance to be done in a quality workmanlike manner. Upon completion of the construction of the drainage swale and drainage structure, the County of DuPage through its Division of Transportation shall maintain said Easement.

Said premises will be left in a neat and presentable condition.

Subject only to the following exceptions: None.

The ASSIGNEE shall indemnify, hold harmless and defend the ASSIGNOR, 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 ASSIGNEE's negligent or willful acts, errors or omissions in its performance under this

Assignment to the fullest extent permitted by law. The ASSIGNEE does not hereby waive any defenses or immunity available to it with respect to third parties. The ASSIGNOR makes no representations and extends no warranties, either express or implied, in connection with this assignment, including without limitation any representation or warranty that the ASSIGNEE's intended use, as set forth herein or in any other written instrument between the parties, is a permitted use consistent with the rights and interest of the ASSIGNOR in the easement being assigned. ASSIGNOR shall have no liability with respect to ASSIGNEE's use of the easement or reliance upon any statements made by ASSIGNOR, whether oral or in writing.

Dated this 18th day of December, 20 .

VILLAGE OF Lisle
Signature on File

COUNTY OF DUPAGE

By: _____

By: _____

Print Name: Christopher Pecak, Mayor

Print Name: William C. Eidson, P.E.
County Engineer

Attest:
By **Signature on File**

Attest:
By: _____

Print Name: Kristy Grau, Village Clerk

Print Name: _____



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 Christopher Pecak, personally known to me to be the Mayor of the Village of Lisle, an Illinois municipal corporation, and Kristy Grau, personally known to me to be the Village Clerk of said municipal corporation, 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 Mayor and Village Clerk they signed, sealed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to the authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 18th day of December 2023.

Commission expires April 24, 2026 **Signature on File**
Notary Public



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 William C. Eidson, personally known to me to be the County Engineer of the County of DuPage, a body politic and corporate of the State of Illinois, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as the County Engineer, he signed, sealed and delivered the said instrument and caused the corporate seal of said County of DuPage to be affixed thereto, pursuant to the authority given by the County of DuPage, as his free and voluntary act, and as the free and voluntary act and deed of said County, for the uses and purposes therein set forth.

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

Commission expires _____
Notary Public

This instrument was prepared by:
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187