

**INTERGOVERNMENTAL EASEMENT AGREEMENT BETWEEN
FOREST PRESERVE DISTRICT OF KANE COUNTY
AND
VILLAGE OF ALGONQUIN**

THIS EASEMENT AGREEMENT is entered into this ____ day of _____, 2025, by and between the **FOREST PRESERVE DISTRICT OF KANE COUNTY**, an Illinois forest preserve district (hereinafter referred to as the "DISTRICT"), and the **VILLAGE OF ALGONQUIN**, an Illinois home rule municipal corporation (hereinafter referred to as the "VILLAGE") and collectively referred to as "Parties".

WITNESSETH:

WHEREAS, the DISTRICT is a body corporate and politic organized and existing under the laws of the State of Illinois; and

WHEREAS, the VILLAGE is an Illinois Village, also a body corporate and politic, organized and existing under the laws of the State of Illinois; and

WHEREAS, the DISTRICT and the VILLAGE are authorized pursuant to Illinois Compiled Statutes, Chapter 50, Section 605/0.01 *et seq.*, to enter into intergovernmental agreements; and

WHEREAS, the DISTRICT is the owner of certain real property situated in the County of Kane, State of Illinois, known as the 'Willoughby Farm Forest Preserve' (The Property) in the Village of Algonquin; and

WHEREAS, Illinois compiled Statutes, Chapter 5, Section 220/1 *et seq.*, and Article VII, Section 10 of the Constitution of the State of Illinois, 1970, authorize units of local government, including villages and forest preserve districts, to enter into agreements for cooperative use of land and property of each such district; and

WHEREAS, the VILLAGE desires to construct the Broadsmore Drive and Stonegate Road Phase 2 improvement project (the "Project"). As part of the Project, the Village is looking to construct a pedestrian trail/bike path along Broadsmore Drive, a portion of which is located upon the Subject Property as depicted on **Exhibit A** (Preliminary Plans) prepared by __CBBEL__ dated __1/20/2025__ and hereto attached; and

WHEREAS, The DISTRICT has determined that the use of DISTRICT property in this manner is proper, has agreed to grant an easement for the VILLAGE's use of DISTRICT property, as depicted and described in the Plat of Easements prepared by

___CBBEL___, dated ___12/20/2021___, attached hereto as **Exhibit B** and made part hereof (“Plat of Easements”).

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the District grants to the Village a permanent and temporary easement being a right in, over, and under the permanent and temporary easement for the construction, maintenance and use of a pedestrian trail/bicycle path within Willoughby Forest Preserve and adjacent to the ROW of Broadsmore Drive. Subject to the following terms and conditions:

1. Subject to the restrictions and express requirements herein, the DISTRICT hereby grants a perpetual, irrevocable, non-exclusive Easement Permanent and Temporary Easement to the VILLAGE to construct and maintain a pedestrian trail/bicycle path located along and within ten (10) feet of the northern-boundary of the Property. In exchange for the foregoing, the VILLAGE agrees to fund and coordinate the construction and continued maintenance of the pedestrian trail/bicycle path in accordance with all reasonable and applicable best practices and in compliance with all applicable laws.
2. This Intergovernmental Agreement shall commence upon execution hereof by both parties and shall continue in perpetuity.
3. This Intergovernmental Agreement is not alienable or assignable.
4. The VILLAGE shall submit final Detail Plans to the DISTRICT for review and approval to include, but not limited to, trail construction, drainage, grading, restoration or landscaping specifications. DISTRICT shall promptly review the Detail Plans and within ten (10) business days after receipt of receiving such Detail Plans shall notify the VILLAGE in writing of any objections to the Detail Plans, which objections shall be limited to objections that the Detail Plans are inconsistent in any material respect with the Preliminary Plans or sound engineering policies or practices. It is agreed that the pedestrian trail/bicycle path shall be completed in a good and workmanlike manner and shall conform to the standards of the American Association of State Highway and Transportation Officials (“AASHTO”) and the latest Americans with Disabilities Act (“ADA”) requirements for bicycle and pedestrian paths.
5. In exchange for the rights granted in Paragraph 1, VILLAGE agrees to the following requirements on its part:

- a. To maintain the pedestrian trail/bicycle path and associated above and sub-surface drainage systems in accordance with all reasonable and applicable best practices and in compliance with all applicable laws;
 - b. To mow the open grass areas along both sides of the pedestrian trail/bicycle path for its entire distance across the property;
 - c. To maintain the pedestrian trail/bicycle path connections from off-site to the bicycle path at both the northern and southern boundaries in accordance with reasonable and applicable standards; and
 - d. To name the DISTRICT as a certificate holder and name the DISTRICT as an additional insured accompanied by a properly executed additional insured endorsement using CG 2011 or equivalent, for the pedestrian trail/bicycle path on VILLAGE's insurance policy(s) in coverage types and amounts acceptable to the DISTRICT. VILLAGE's insurance shall be primary insurance as respects the DISTRICT. Any insurance or self-insurance maintained by the DISTRICT shall be in excess of VILLAGE's insurance and shall not contribute with it.
6. No non-express written waiver resulting in a breach, or series of breaches, by either party, of this Intergovernmental Agreement, shall constitute a waiver of any subsequent breach or waiver of the terms of this Agreement.
 7. If either party institutes any action at law or in equity against the other party to secure or protect its rights under, or to enforce the terms of this Intergovernmental Agreement, in addition to any judgment entered in its favor, the prevailing party shall be entitled to recover such reasonable attorneys' fees as may be allowed by the court, together with court costs and reasonable expenses of litigation.
 8. If the DISTRICT shall be subject to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding by reason of any claimed act or omission by VILLAGE, its employees or agents, relating directly or indirectly to the Village's (including its employees, agents, contractors, and sub-contractors) easement activities, or by reason of any act occurring on the bicycle path, excepting those grossly negligent acts or omissions of the District, VILLAGE shall, to the fullest extent of the law, indemnify and hold the DISTRICT and its officers, officials, employees, volunteers and agents, harmless from and against all claims, damages, judgments, settlements, penalties and expenses, including reasonable attorneys' fees, court costs and other expenses of litigation or administrative proceeding, arising from or in connection with (i) the use of the premises or of any business or activity thereon, or any work or thing whatsoever

done, or condition created in or about the premises during the use; (ii) any act, omission, wrongful act or negligence of Village or any of Village's contractors or subcontractors, or the partners, directors, officers, agents, employees, invitees of Village or Village's contractors or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or at the premises regardless of whether or not it is caused in part by a party indemnified hereunder, including but not limited to the investigation or defense relating to such claim or litigation or administrative proceeding, and at the election of the DISTRICT, VILLAGE shall also directly defend DISTRICT against same.

9. VILLAGE shall have no authority, express or implied, to act as agent of the DISTRICT for any purpose. VILLAGE shall remain solely responsible for all obligations and liabilities of, and for all loss or damage to, the bike path area, any personal equipment or fixtures connected therewith, and for all claims or demands based on damage or destruction of property or based on injury, illness, or death of any person or persons, directly or indirectly, resulting from the use of the area.
10. This Intergovernmental 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. This Intergovernmental Agreement may be recorded by either party.
11. Notices. All notices herein required shall be in writing and shall be served on the parties at the following addresses:

To DISTRICT: Ben Haberthur, Executive Director
Forest Preserve District of Kane County
1996 South Kirk Road, Suite 320
Geneva, Illinois 60134

Kinnally, Flaherty, Krentz, Loran, Hodge & Masur, P.C.
2114 Deerpath Road
Aurora, Illinois 60506
p-630/907-0909
f-630/907-1289

To VILLAGE: Tim Schloneger
Village Manager
2200 Harnish Drive
Algonquin, IL 60102
timschloneger@algonquin.org

With a copy to: ZUKOWSKI, ROGERS, FLOOD & McARDLE
 Kelly Cahill
 50 N. Virginia Street
 Crystal Lake, IL 60014

The mailing of a notice by registered or certified mail, return receipt requested, by personal delivery, express over-night delivery, email or by telecopier transmittal (fax) to the party or its attorney shall be sufficient service. Notices shall be deemed served when received if delivered by hand or telecopier or express over-night delivery, or email, and ten (10) days after the date mailed, if mailed as described above.

12. Entire Agreement. This Intergovernmental Agreement contains all of the terms, conditions, and agreements between the parties hereto and no alterations, additions or changes hereto shall be valid unless memorialized in a written amendment hereto executed by the VILLAGE and the DISTRICT.

IN WITNESS WHEREOF, each of the parties has caused this Easement Agreement to be executed by its duly authorized representative as of the day and year first above written.

**FOREST PRESERVE DISTRICT
OF KANE COUNTY**

VILLAGE OF ALGONQUIN

By: _____
 Bill Lenert, President

By: _____
 Debby Sosine President

ATTEST:

ATTEST:

By: _____
 Mo Iqbal, Secretary

By: _____
 Fred Martin, Village Clerk

EXHIBIT A

CONCEPTUAL DESIGN

EXHIBIT B

PLAT OF EASEMENT

THE NORTHERLY 10.00 FEET OF THE PARK SITE LOT IN WILLOUGHBY FARMS SOUTH UNIT 3 SUBDIVISION, BEING A SUBDIVISION IN PART OF THE EAST HALF OF THE NORTHWEST QUARTER AND WEST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1998 AS DOCUMENT NO. 1998K059824, LYING WESTERLY OF AND ADJOINING THE WESTERLY LINE OF THAT PART OF SAID PARK SITE LOT ACQUIRED BY THE VILLAGE OF ALGONQUIN BY DEED DOCUMENT NO. 2007K113909, RECORDED NOVEMBER 15, 2007 IN KANE COUNTY, ILLINOIS (the "Subject Property").