

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

**THIS EASEMENT AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 WEST DUNDEE**, an Illinois 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 VILLAGE has determined that a portion of certain lands currently owned by the DISTRICT legally described on Exhibit "A" attached hereto ("Property") would be useful for local residents located in the County of Kane in relation to the VILLAGE's proposed roadway improvements to include a bike path on the Property; and

**WHEREAS**, The DISTRICT has determined that the use of DISTRICT property in this manner is proper, but limited under a certain set of restrictions imposed by Emily Schweitzer in a Conservation and Preservation Agreement dated July 11, 1990 included as Exhibit "B" to a certain Quit Claim Deed dated May 31, 2002 and recorded August 13, 2002 as Document Number 2002K100065 in the office of the Kane County Recorder, a copy of which is attached hereto and incorporated herein by this reference (hereinafter collectively the "Restrictions"); 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.

**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 parties hereto agree as follows:

1. Subject to the Restrictions, the DISTRICT hereby grants a permanent and perpetual land use to the VILLAGE to construct and maintain a bicycle path located along and within fifty (50) feet of the eastern-boundary of the Property. In exchange for the foregoing, VILLAGE agrees to fund and coordinate the construction and maintenance of the bicycle path in accordance with all reasonable and applicable best practices.
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 included as Exhibit "C" attached hereto ("Preliminary Plans") or sound engineering policies or practices.
5. In exchange for the rights granted in Paragraph 1, VILLAGE agrees to the following requirements on its part:
  - a. To maintain the bicycle path and associated above and sub-surface drainage systems in accordance with all reasonable and applicable best practices;
  - b. To mow the open grass areas along both sides of the bicycle path for its entire distance across the property;
  - c. To maintain the trail 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 additional insured for the bicycle path on VILLAGE's insurance policy(s).

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, or by reason of any act occurring on the bicycle path, VILLAGE shall indemnify and hold the DISTRICT harmless against all judgments, settlements, penalties and expenses, including reasonable attorneys' fees, court costs and other expenses of litigation or administrative proceeding, incurred by or imposed on the DISTRICT in connection with 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 enclosure 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: Joseph Cavallaro, Village Manager  
Village of West Dundee  
102 South Second Street  
West Dundee, IL 60118

With a copy to:

---

---

---

---

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.

**IN WITNESS WHEREOF**, each of the parties has caused this License 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 WEST DUNDEE**

**By: \_\_\_\_\_  
Christopher Kious, President**

**By: \_\_\_\_\_  
Christopher Nelson, President**

**ATTEST:**

**ATTEST:**

**By: \_\_\_\_\_  
Myrna Molina, Secretary**

**By: \_\_\_\_\_  
Mary Jo Pape, Village Clerk**



**EXHIBIT "B"**

**Emily Schweitzer Deed**

**EXHIBIT "C"**

**Preliminary Plans**