

INTERGOVERNMENTAL AGREEMENT FOR THE PURCHASE AND SALE OF PROPERTY (Cerny Park)

THIS INTERGOVERNMENTAL AGREEMENT FOR THE PURCHASE AND SALE OF PROPERTY (this "**Agreement**") is made and entered into as of the Effective Date (as defined in Section 23 below) by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation ("**Seller**"), and the **WARRENVILLE PARK DISTRICT**, an Illinois park district ("**Buyer**"). The Seller and Buyer may from time to time be referred to as a "Party" and collectively as the "Parties."

AGREEMENT:

1. RECITALS.

A. Seller is the fee simple title owner of certain real property commonly known as Cerny Park, located at 28W420 Forestview Dr, Warrenville, IL 60555, DuPage County (PIN: 07-02-107-001) ("**City Parcel**"), which is legally described in EXHIBIT A attached hereto and made a part hereof.

B. The City Parcel is currently improved with a public park commonly known as Cerny Park ("**Park**"), which is legally described on Exhibit A, sidewalks around the perimeter of the Park, and a lift station.

C. Seller has applied for and been awarded Open Space Lands Acquisition and Development Grant ("**OSLAD Grant**") funding for the construction of certain improvements to the Park ("**Phase I Improvements**"). Seller has initiated the design process for the Phase I Improvements and anticipates the completion of the Phase I Improvements by November 1, 2025. Seller applied for OSLAD Grant funding for additional improvements to the Park ("**Phase II Improvements**") on behalf of the Buyer. The Parties have received notice that the OSLAD Grant funding was awarded for the Phase II Improvements. The Parties anticipate the Phase II Improvements will be completed by November 1, 2026.

D. Seller and Buyer intend to enter into an intergovernmental agreement regarding the funding and construction of the Phase II Improvements (the "**OSLAD Grant IGA**").

E. Seller and Buyer intend to enter into an intergovernmental agreement regarding the Parties respective rights and responsibilities regarding the maintenance and use of the Park after title transfers to the Park District (the "**Cerny Park IGA**").

F. Seller and Buyer have determined it is in both their interest for the Seller to convey the Park to Buyer.

G. Seller and Buyer desire to enter into this Agreement in order to memorialize their respective rights and responsibilities regarding the conveyance of the Park to the Buyer.

H. **BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT (A) SELLER IS A MUNICIPAL ENTITY AND ALTHOUGH THIS AGREEMENT MAY BE EXECUTED BY THE MAYOR OF SELLER THIS AGREEMENT IS SUBJECT TO, AND CONTINGENT ON THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE MAYOR AND CITY COUNCIL OF SELLER, AND (B) BUYER IS A PARK DISTRICT**

AND ALTHOUGH THIS AGREEMENT MAY BE EXECUTED BY THE EXECUTIVE DIRECTOR OF BUYER, THIS AGREEMENT IS SUBJECT TO, AND CONTINGENT ON THE APPROVAL OF, AND IS NOT ENFORCEABLE UNLESS APPROVED AT AN OPEN MEETING BY, THE BOARD OF COMMISSIONERS OF BUYER. IN THE EVENT THESE CONTINGENCIES ARE NOT SATISFIED THIS AGREEMENT WILL AUTOMATICALLY TERMINATE AND THE PARTIES WILL HAVE NO FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THOSE THAT EXPRESSLY SURVIVE ANY SUCH TERMINATION.

2. **INCORPORATION OF RECITALS.** The foregoing recitals are incorporated into this Agreement as substantive terms of this Agreement.

3. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, the Park together with (i) all privileges, rights, easements, hereditaments and appurtenances thereto belonging, (ii) all right, title and interest of Seller in and to any streets, alleys, passages and other rights of way included therein (before or after the vacation thereof), (iii) all buildings, structures and improvements located upon the Park, and (iv) Seller's interest in tangible personal property located on the Park and used in connection with operation and maintenance of the improvements (collectively, the "**Property**").

4. **PURCHASE PRICE.** The purchase price for the purchase of the Property by Buyer is \$10.00 ("**Purchase Price**"). The Purchase Price will be paid by Buyer to Seller on the Closing Date (as defined in Section 5 below) subject to the prorations and adjustments set forth herein. There is no earnest money deposit.

5. **CLOSING AND POSSESSION.** The closing ("**Closing**") of the contemplated purchase and sale of the Property will take place through a deed and money escrow ("**Escrow**") at an office of Chicago Title Insurance Company ("**Title Company**"), or at such other place as mutually agreed to by the Parties. The Parties need not physically attend the Closing. The Closing will occur on a date (the "**Closing Date**") mutually agreed by Buyer and Seller, within 30 days after (i) completion of the Phase I Improvements, if the pending OSLAD Grant application for Phase II Improvements is not approved; or (ii) completion of the Phase II Improvements, if the pending OSLAD Grant application for Phase II Improvements is approved.

6. **BUYER'S DUE DILIGENCE PERIOD.** During the period that begins on the Effective Date and ends on that date which is 90 days after the Effective Date (the "**Due Diligence Period**"), Buyer may enter upon the Property at all reasonable times to conduct such investigations, inspections, reviews, and analyses of or with respect to the Property as Buyer desires ("**Inspection Activities**"). Buyer agrees to coordinate the Inspection Activities with Seller to accommodate and respect the needs of the invitees of Seller using the Property. The Inspection Activities include examining title to the Property and conducting such physical inspections, including non-intrusive environmental testing, of and on the Property as Buyer deems necessary. Buyer will indemnify and hold harmless Seller, its partners, members, shareholders, affiliates, officers, managers, employees, trustees and beneficiaries, and the respective successors and assigns of each of the foregoing (collectively, the "**Indemnified Parties**") from and against any loss, liability, costs (including attorneys' fees) or damage which any of the Indemnified Parties may incur or suffer as a result of the acts or negligence of Buyer or any person entering onto the Property in connection with the Inspection Activities.

Buyer will have until the end of the Due Diligence Period in which to make such investigations and studies with respect to the Property as Buyer deems appropriate, and to deliver written notice

to Seller terminating this Agreement if Buyer is not, for any reason or no reason, satisfied with the Property. If Buyer fails to so deliver notice to Seller terminating this Agreement then Buyer's rights under this Section 6 will be deemed to have been waived by Buyer. If Buyer does so deliver notice to Seller terminating this Agreement, this Agreement will terminate and the Parties will have no further rights or obligations hereunder, except for those that expressly survive such termination.

7. **TITLE INSURANCE.** Within five days after the Effective Date, Seller will obtain and deliver to Buyer a title commitment issued by the Title Company ("**Title Commitment**"), together with copies of all underlying title documents listed in the Title Commitment ("**Underlying Title Documents**"), subject only to those matters described in EXHIBIT B, attached hereto and made a part hereof ("**Permitted Exceptions**"). If the Title Commitment discloses exceptions to title, which are not acceptable to Buyer ("**Unpermitted Exceptions**"), Buyer will have five days from the date of delivery of the Title Commitment and the Underlying Title Documents to object to the Unpermitted Exceptions by providing Seller with an objection letter listing the Unpermitted Exceptions, which are not acceptable to Buyer. Seller will have five days after receipt of an objection letter from Buyer to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, as evidenced by Buyer's receipt of a proforma title policy ("**Proforma Title Policy**") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or, in the alternative, to obtain a Proforma Title Policy insuring the Unpermitted Exceptions within the specified time, Buyer may elect by giving written notice to Seller within five days thereafter (but in no event later than the expiration of the Due Diligence Period) to either (i) terminate this Agreement and this Agreement will become null and void without further action of the parties, or (ii) upon written notice to Seller, take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. The Proforma Title Policy will be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. If Buyer fails to terminate this Agreement within the time limit specified above, Buyer shall be deemed to have waived any objection specified in Buyer's title objection letter, and such objection shall thereafter constitute a Permitted Exception under this Agreement.

8. **SUBDIVISION.** Seller has prepared a draft plat of subdivision, a copy of which is attached to this Agreement as EXHIBIT C, of the City Parcel creating (i) a separate lot for the Park, (ii) dedicating the existing rights-of-way, including public parking and sidewalks on the City Parcel along Warren Avenue, Forestview Drive and River Road, to the Seller for public right-of-way use; (iii) creating a separate lot, to be retained by Seller, for the lift station located in the southwest corner of the Property on Forestview Drive; and (iv) dedicating easements to Seller sufficient to allow the installation, maintenance, repair, replacement and abandonment in place of the existing storm sewer that runs east from the lift station to the West Branch of the DuPage River and other existing public utilities (the "**Plat of Subdivision**"). Seller, at its sole cost and expense, will file an application in accordance with the City Subdivision Control Ordinance for combined preliminary and final review and approval by the Warrenville Plan Commission and the Warrenville City Council of the Plat of Subdivision. The Plat of Subdivision will be recorded prior to or at Closing.

9. **DEED.** At Closing, Seller will convey fee simple title to the Property to Buyer by a recordable Special Warranty Deed ("**Deed**") subject only to the Permitted Exceptions.

10. **CLOSING DOCUMENTS.** On the Closing Date, the obligations of Buyer and Seller will be as follows:

- A. Seller will deliver or cause to be delivered to the Title Company:
- i. the original executed and properly notarized Deed;
 - ii. the original executed and properly notarized Affidavit of Title;
 - iii. the original executed and properly notarized Bill of Sale;
 - iv. the original executed and properly notarized Non-Foreign Affidavit;
 - v. a counterpart of the Closing Statement; and
 - vi. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated hereby, including, without limitation, an ALTA statement, GAP Undertaking and such other documentation as is reasonably required by the Title Company to issue Buyer its owners title insurance policy in accordance with the Proforma Title Policy.
- B. Buyer will deliver or cause to be delivered to the Title Company:
- i. the balance of the Purchase Price, plus or minus prorations;
 - ii. counterpart of the Closing Statement; and
 - iii. such other standard closing documents or other documentation as is required by applicable law or the Title Company to effectuate the transaction contemplated herein.
- C. Seller will prepare the Closing documents, each of which will be in form reasonably approved by Buyer.

D. The Parties will jointly deposit fully executed Closing escrow instructions, State of Illinois, DuPage County, and City of Warrenville (if required) Transfer Declarations.

11. *Intentionally Omitted.*

12. **PRORATIONS/CLOSING COSTS.** At Closing, the following adjustments and prorations will be computed as of the Closing Date and the balance of the Purchase Price will be adjusted to reflect such prorations. All prorations will be based on a 366-day year, with Seller having the day prior to Closing.

A. **Real Estate Taxes.** Seller represents that the Property currently is exempt from real estate taxes and State, County, and City real estate transfer taxes because of the ownership of the Property by Seller and, therefore, no real estate taxes or real estate transfer taxes should be due or payable at the Closing.

B. **Closing Costs.** Seller will pay the costs charged by the Title Company for the title policy with extended coverage, half of the escrow costs and the costs of the Plat of Subdivision and the recording thereof. Buyer will pay the costs charged by the Title Company for any title

endorsements requested by Buyer, costs of recording the Deed, and half of the escrow costs. Buyer and Seller will each pay their respective attorney's fees. All other charges and fees customarily prorated and adjusted in similar transactions will be prorated as of Closing Date. In the event that accurate prorations and other adjustments cannot be made at Closing because current bills or statements are not obtainable (as, for example, all water, sewer, gas and utility bills), the Parties will prorate on the best available information. Final readings and final billings for utilities will be taken as of the date of Closing except for a water bill which may be taken up to two days before the Closing Date.

13. **CONVEYANCE TAXES**. The Parties acknowledge that, as Buyer is a governmental entity, this transaction is exempt from any State and County real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller will furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.

14. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SELLER**. The covenants, representations and warranties contained in this Section will be deemed remade as of the Closing Date and will survive the Closing for a period of six months and will be deemed to have been relied upon by Buyer in consummating this transaction, notwithstanding any investigation Buyer may have made with respect thereto, or any information developed by or made available to Buyer prior to the Closing and consummation of this transaction. Seller covenants, represents and warrants to Buyer as to the following matters, each of which is so warranted to be true and correct as of the Effective Date and also on the Closing Date:

A. **Title Matters**. Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.

B. **Eminent Domain**. To the knowledge of Seller, there is no pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof by a governmental agency.

E. **Authority of Signatories; No Breach of Other Agreements**. The execution, delivery of and performance under this Agreement by Seller is pursuant to authority validly and duly conferred upon Seller and the signatories hereto. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement, arrangement, understanding, accord, document or instruction by which Seller or the Property are bound; and will not and does not, to the knowledge of Seller, constitute a violation of any applicable law, rule, regulation, judgment, order or decree of, or agreement with, any governmental instrumentality or court, domestic or foreign, to which Seller or the Property are subject or bound.

F. **Section 1445 Withholding**. Seller represents that he/she/it/they is/are not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is/are, therefore, exempt from the withholding requirements of said Section. At Closing, Seller will furnish Buyer with a Non-Foreign Affidavit as set forth in said Section 1445.

Seller hereby indemnifies and holds Buyer harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorneys' fees) and charges which Buyer may incur or to which Buyer may become subject as a direct or indirect consequence of breach of the above

representations or warranties made hereunder, including all incidental and consequential damages which are incurred within five years of the Closing.

15. **CONDEMNATION OR CASUALTY PRIOR TO CLOSING**. In the event of a taking of all or any part of the Property by eminent domain proceedings prior to the Closing Date, Buyer may, at its option, terminate this Agreement by giving written notice to Seller within 10 days after Seller gives Buyer written notice of the taking or by the Closing Date, whichever is earlier, in which event all rights and obligations of the applicable parties hereunder will expire (except for those which expressly survive any termination), and this Agreement will become null and void. If the Agreement is not terminated pursuant to this Section 15, this Agreement will remain in full force and effect and the Purchase Price will not be reduced, but at Closing, Seller will assign to Buyer all rights of Seller in and to any awards or other proceeds payable by reason of any taking.

16. **DEFAULT AND CONDITIONS PRECEDENT TO CLOSING**.

A. It is a condition precedent to Closing that:

- i. fee simple title to the Property is shown to be good and marketable, subject only to the Permitted Exceptions, as required hereunder;
- ii. the covenants, representations and warranties of Seller contained in Section 14 hereof and elsewhere in this Agreement are true and accurate on the Closing Date in all material respects, or waived by Buyer in writing on the Closing Date;
- iii. Seller has performed under the Agreement and otherwise has performed all of its covenants and obligations and fulfilled all of the conditions required of it under the Agreement in order to close on the Closing Date;
- iv. the Plat of Subdivision is approved in accordance with Section 8 above and recorded or in recordable form;
- v. The OSLAD Grant IGA is approved by the corporate authorities of both Parties and fully executed, in substantially the form attached to this Agreement as **EXHIBIT D**;
- vi. The Park District has reimbursed the City for the Phase II Local Match as required and defined in the OSLAD Grant IGA;
- vii. The Cerny Park IGA is approved by the corporate authorities of both Parties and fully executed is approved by the corporate authorities of both Parties and fully executed, in substantially the form attached to this Agreement as **EXHIBIT E**; and
- viii. The passage of the requisite ordinances under the Illinois Local Government Property Transfer Act (50 ILCS 605/1 *et seq.*) by each of the corporate authorities of the Seller and the Buyer.

B. In the event of a default by Seller under this Agreement, Buyer may, at its option, terminate this Agreement.

C. In the event of a default by Buyer, Seller may, at its option, either terminate this Agreement or elect to proceed to Closing notwithstanding such breach or nonperformance.

D. Notwithstanding the foregoing, the Parties agree that no default of or by either Party will be deemed to have occurred unless and until notice of any failure by the non-defaulting Party has been sent to the defaulting Party and the defaulting Party has been given a period of ten business days from receipt of the notice to cure the default.

E. Notwithstanding the foregoing, neither Seller nor Buyer will be entitled to recover from the other consequential, exemplary, punitive or special damages.

17. **BINDING EFFECT**. This Agreement will inure to the benefit of and will be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors and/or successors in interest of any kind whatsoever of the parties hereto.

18. **BROKERAGE**. Each Party represents and warrants to the other that that no real estate broker or agent induced or was involved in negotiating the transaction contemplated herein. Seller will indemnify, defend and hold Buyer harmless from any claims for fees or commissions made upon Buyer by any broker representing Seller. Buyer will indemnify, defend and hold Seller harmless from any claims for fees or commissions made upon Seller by any broker representing Buyer. Each Party's indemnity obligations will include all damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder. This provision will survive the Closing.

19. **NOTICES**. Except as otherwise specified herein, any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by email. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Email notices will be deemed received by the addressee upon explicit or implicit acknowledgment of receipt by the addressee. By notice complying with the requirements of this Section, each Party will have the right to change its address or its addressee, or both, for all future notices to the other Party, but no notice of a change of addressee or address will be effective until actually received.

Notices to Seller will be addressed to, and delivered at, the following address:

City of Warrenville
3S258 Manning Avenue
Warrenville, Illinois 60555
Attention: Cristina White, City Administrator
Email: cwhite@warrenville.il.us

With a copy to:

Elrod Friedman LLP
325 North LaSalle Street, Suite 450
Chicago, Illinois 60654

Attention: Brooke Lenneman and Lisa Starcevich
E-Mail: brooke.lenneman@elrodfriedman.com
lisa.starcevich@elrodfriedman.com

Notices to Buyer will be addressed to, and delivered at, the following address:

Warrenville Park District
3S260 Warren Avenue
Warrenville, Illinois 60555
Attention: Tim Reinbold, Executive Director
Email: timr@warrenvilleparks.org

With a copy to:

Law Office of Thomas G. Hoffman
27 N. Wacker Drive, #410
Chicago, Illinois 60606
E-mail: parklaw7@gmail.com

20. **RIGHT OF WAIVER.** Both Buyer and Seller may, at any time and from time to time, waive each and any condition of the Closing, without waiver of any other condition or other prejudice of its rights hereunder. Such waiver by a Party will, unless otherwise herein provided, be in a writing signed by the waiving Party and delivered to the other Party.

21. **ASSIGNMENT.** Buyer shall not, without the prior written consent of Seller, assign any of Buyer's rights hereunder or any part thereof to any person, firm, partnership, corporation or other entity, without the prior written approval of Seller. Any permitted assignee shall assume all of the duties, obligations and liabilities of assignor under this Agreement. In the event of any such permitted assignment, assignor shall not be relieved of its duties and obligations hereunder. The assignor and the assignee shall be jointly and severally liable.

22. **MISCELLANEOUS.**

A. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

B. **Calendar Days; Calculation of Time Periods.** Unless otherwise specified in this Agreement, references to days in this Agreement are to calendar days. Unless otherwise specified in this Agreement, in computing any period of time under this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period will run until the end of the next day which is not a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central prevailing time.

C. **Rights Cumulative.** Unless otherwise provided in this Agreement, all rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

D. **Non-Waiver**. No waiver of any provision of this Agreement, and no delay in exercising or failure to exercise any right or authority set forth in this Agreement, will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

E. **Consents**. Unless otherwise provided in this Agreement, all required permissions, authorizations, approvals, acknowledgments, or similar indications of assent of any Party must be in writing.

F. **Governing Laws**. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

G. **Venue**. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Illinois circuit court for DuPage County, Illinois, or, where applicable, in the federal court for the Northern District of Illinois.

H. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Seller will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated; or (ii) the entire Agreement is invalid, void, and unenforceable.

I. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties, and supersede any and all previous or contemporaneous oral or written agreements and negotiations between the parties, with respect to the conveyance of the Property.

J. **Interpretation**. This Agreement will be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting Party will not be applicable to this Agreement.

K. **Exhibits**. Exhibits A through E attached to this Agreement are incorporated in and made a part of this Agreement.

L. **Amendments and Modifications**. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed by all Parties.

M. **Counterpart Execution**. This Agreement may be executed in counterparts, each of which is deemed to be an original but all of which will constitute one and the same instrument. Facsimile or electronic counterpart copies of this Agreement will be considered for all purposes, including delivery, as originals.

N. **Real Estate Procedures Act of 1974**. The Parties hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Procedures Act of 1974. In the event that either Party will fail to make appropriate disclosures when asked, such failure will be considered a breach on the part of said Party.

O. **Authority to Sign**. The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

P. **Grammatical Usage and Construction**. In construing this Agreement, plural terms are to be substituted for singular and singular for plural, in any place in which the context requires.

Q. **Headings**. The headings, titles, and captions in this Agreement are used only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement or any of the substantive provisions of this Agreement.

R. **Prevailing Party**. In the event of a judicial proceeding brought by one Party against the other Party on account of the negotiation, execution, performance, or breach of, or default under, this Agreement, the prevailing Party in the judicial proceeding will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial proceeding.

S. **AS IS**. Except as specifically set forth herein, Seller makes no representations or warranties, express or implied, regarding the condition of the Property. Buyer acknowledges and agrees that it will be purchasing the Property based solely upon its inspection and investigations of the Property and that Buyer will be purchasing the Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the Effective Date of this Agreement, subject to reasonable wear and tear and, subject to the provisions of Section 15 above, loss by casualty or condemnation from the date of this Agreement until the Closing Date.

23. **EFFECTIVE DATE**. This Agreement will be deemed dated and become effective on the date that is the later to occur of (a) the date that the authorized signatory of Seller signs this Agreement, and (b) the date that the authorized signatory of Buyer signs this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below their respective signatures.

SELLER:

CITY OF WARRENVILLE, an Illinois home-rule municipal corporation

By: _____
David Brummel, Mayor

Date Seller executed: _____

BUYER:

WARRENVILLE PARK DISTRICT,
an Illinois Park District

By: _____

Name: _____

Title: _____

Date Buyer executed: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PARK (FUTURE LOT 1)

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 IN BLOCK 1 IN PLEASANT VIEW WOODED ESTATES, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 89 DEGREES 46 MINUTES 29 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 44.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 22 MINUTES 19 SECONDS EAST, 33.00 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 29 SECONDS WEST, 35.00 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 19 SECONDS EAST, 354.50 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 29 SECONDS EAST, 765.79 FEET TO THE WESTERLY LINE OF RIVER ROAD; THENCE SOUTH 21 DEGREES 30 MINUTES 47 SECONDS WEST ALONG SAID WESTERLY LINE, 270.33 FEET; THENCE SOUTH 41 DEGREES 44 MINUTES 15 SECONDS WEST, 181.10 FEET TO THE NORTHEAST CORNER OF LOT 1 IN PLEASANT VIEW WOODED ESTATES ; THENCE NORTH 89 DEGREES 47 MINUTES 24 SECONDS WEST ALONG THE NORTH LINE OF SAID PLEASANT WOODED ESTATES, 513.60 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF THE CITY PARCEL (FUTURE LOT 2)

BEGINNING AT THE NORTHWEST CORNER OF LOT 2 IN BLOCK 1 IN PLEASANT VIEW WOODED ESTATES, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH 00 DEGREES 22 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF WARREN AVENUE PER DOCUMENT R1950-585394, A DISTANCE OF 33.00 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 29 SECONDS EAST, 44.00 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 19 SECONDS WEST, 33.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE NORTH 89 DEGREES 46 MINUTES 29 SECONDS WEST ALONG SAID NORTH LINE, 44.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

LEGAL DESCRIPTION OF THE ROADWAY DEDICATION

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 IN BLOCK 1 IN PLEASANT VIEW WOODED ESTATES, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH 00 DEGREES 22 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF WARREN AVENUE PER DOCUMENT R1950-585394, A DISTANCE OF 33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 22 MINUTES 19 SECONDS EAST, 396.50 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 29 SECONDS EAST, 778.27 FEET TO A POINT ON THE WESTERLY LINE OF RIVER ROAD; THENCE SOUTH 21 DEGREES 30 MINUTES 47 SECONDS WEST ALONG SAID WESTERLY LINE, 9.66 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 29 SECONDS WEST, 765.79 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 19 SECONDS WEST, 354.50; THENCE NORTH 89 DEGREES 46 MINUTES 29 SECONDS WEST, 9.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

PERMITTED EXCEPTIONS

1. 2024 real estate taxes and subsequent years, not due and payable for the Property.
2. Building lines and easements, if any.

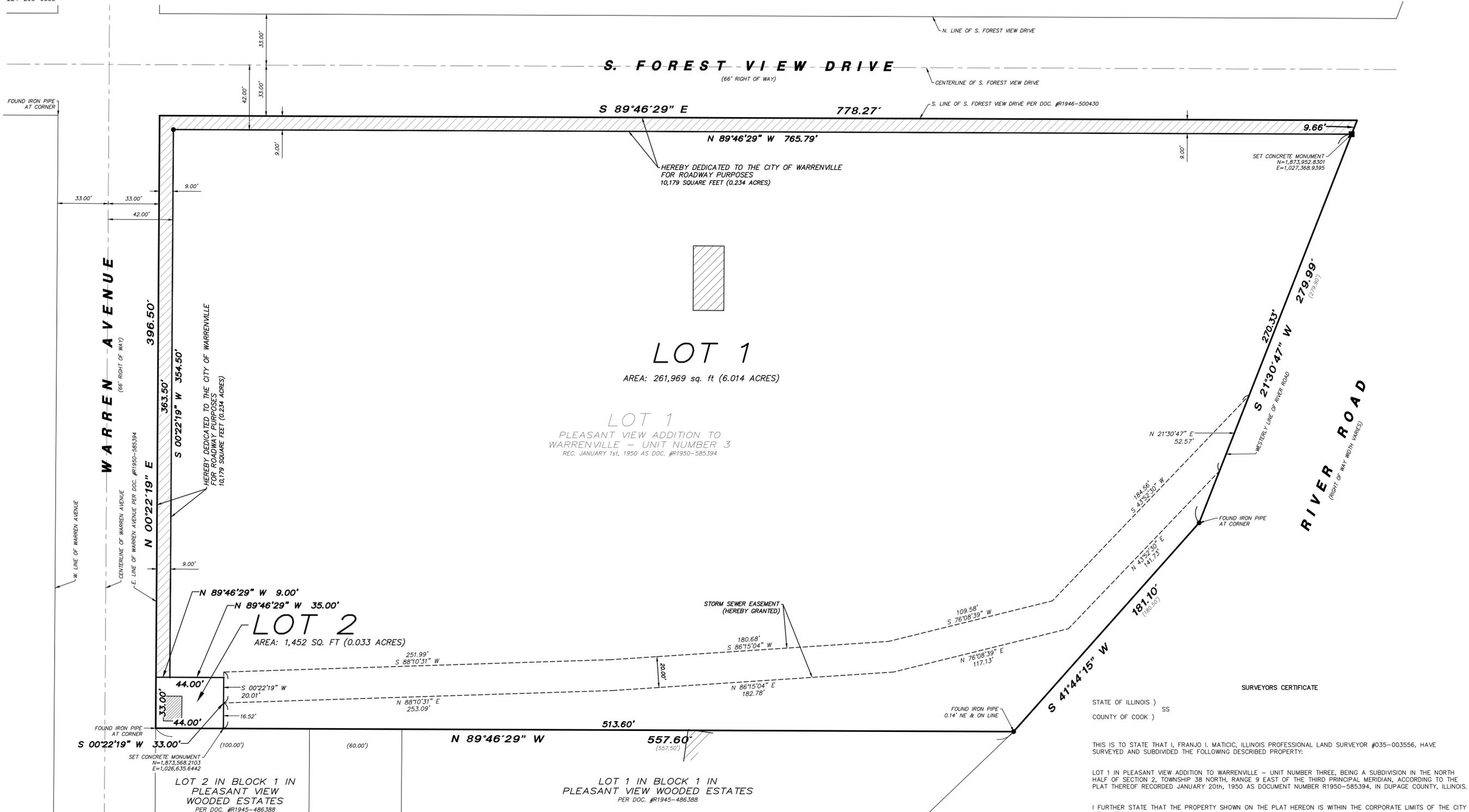
EXHIBIT C
PLAT OF SUBDIVISION

OWNER
CITY OF WARRENVILLE
35258 MANNING AVENUE
WARRENVILLE, ILLINOIS 60555

SUBDIVIDER
THE W-T GROUP, LLC
2675 PRATUM AVE
HOFFMAN EST. IL 60192
224-293-6333

PERMANENT INDEX NUMBER (P.I.N. #): 07-02-107-001

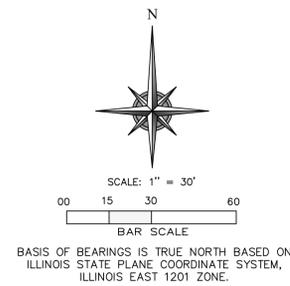
BEING A RESUBDIVISION OF LOT 1 IN PLEASANT VIEW ADDITION TO WARRENVILLE - UNIT NUMBER THREE, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



PROPERTY AREA TABLE

LOT 1:	261,969 SQ. FT.	(6.014 ACRES)
LOT 2:	1,452 SQ. FT.	(0.033 ACRES)
ROADWAY DEDICATION:	10,179 SQ. FT.	(0.234 ACRES)
TOTAL AREA:	273,600 SQ. FT.	(6.281 ACRES)

- LEGEND**
- PROPERTY LINE
 - CENTERLINE OF RIGHT OF WAY
 - UNDERLYING PROPERTY LINES
 - SET CONCRETE MONUMENT / SET IRON PIPE
 - RECORD PROPERTY DIMENSIONS
 - ROADWAY DEDICATION (HEREBY GRANTED)
 - EASEMENT (HEREBY GRANTED)
 - EXISTING EASEMENTS TO REMAIN



STATE OF ILLINOIS)
COUNTY OF COOK) SS

THIS IS TO STATE THAT I, FRANJO I. MATICIC, ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003556, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOT 1 IN PLEASANT VIEW ADDITION TO WARRENVILLE - UNIT NUMBER THREE, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20th, 1950 AS DOCUMENT NUMBER R1950-585394, IN DUPAGE COUNTY, ILLINOIS.

I FURTHER STATE THAT THE PROPERTY SHOWN ON THE PLAT HEREON IS WITHIN THE CORPORATE LIMITS OF THE CITY OF WARRENVILLE, ILLINOIS.

I FURTHER STATE THE PROPERTY IS LISTED AS FALLING WITHIN A HATCHED ZONE "X", DESCRIBED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD" PER F.E.M.A. PANEL NO.'S 17043C0141J DATED 8/1/2019.

I FURTHER STATE THAT THE DIMENSIONS SHOWN ON THIS PLAT ARE GIVEN IN FEET AND DECIMALS OF A FOOT, A THAT MONUMENTS WERE SET OR FOUND AT THE LOCATIONS INDICATED, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE ILLINOIS STATE STANDARDS FOR A SUBDIVISION SURVEY.

GIVEN UNDER OUR HAND AND SEAL THIS _____ DAY OF _____ A.D. _____ AT HOFFMAN ESTATES, ILLINOIS.

1/29/2025 PRELIMINARY FOR REVIEW

FRANJO I. MATICIC - PLS #035-003556 EXPIRES 11/30/2026
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

WT GROUP
 Engineering with Precision, Pace and Passion.
 2875 Pratum Avenue Hoffman Estates, IL 60192
 T: 224-293-6333 F: 224-293-6444
 www.wtgroup.com
 License No: 184.007570-0015 Expires: 04/30/2027
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WT Group
 Engineering • Design • Consulting

CERNY PARK RESUBDIVISION
 28W415 FORESTVIEW AVENUE
 WARRENVILLE, ILLINOIS

ISSUE
 TO DATE
 CLIENT 10/30/24
 CLIENT 1/29/25

CHECK: FIM
 DRAWN: MWO
 JOB: S2400097

SUB-1
 SHEET 1 OF 2
 PLAT OF RESUBDIVISION

OWNER
CITY OF WARRENVILLE
35259 MANNING AVENUE
WARRENVILLE, ILLINOIS 60555

SUBDIVIDER
THE W-T GROUP, LLC
2675 PRATUM AVE
HOFFMAN EST, IL 60192
224-293-6333

CERNY PARK RESUBDIVISION

BEING A RESUBDIVISION OF LOT 1 IN PLEASANT VIEW ADDITION TO WARRENVILLE -- UNIT NUMBER THREE, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER (P.I.N. #): 07-02-107-001

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT THE MEMBERS OF THE PLAN COMMISSION OF THE CITY OF WARRENVILLE, ILLINOIS HAVE REVIEWED AND APPROVED THIS PLAT.

DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS, DATED THIS _____ DAY OF _____, 20____.

CHAIRMAN

SECRETARY

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, CITY ENGINEER OF THE CITY OF WARRENVILLE, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE PLAT, AND THE PLANS AND SPECIFICATIONS THEREFORE, MEET THE MINIMUM REQUIREMENTS OF SAID CITY AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS, DATED THIS _____ DAY OF _____, 20____.

CITY ENGINEER

REGISTRATION NUMBER

CITY COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, COLLECTOR FOR THE CITY OF WARRENVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPOINTED AGAINST THE TRACT, INCLUDED IN THE PLAT.

DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS, DATED THIS _____ DAY OF _____, 20____.

CITY COLLECTOR

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, HAS REVIEWED AND APPROVED THIS PLAT. DATED AT WARRENVILLE, DUPAGE COUNTY, ILLINOIS,

THIS _____ DAY OF _____, 20____.

MAYOR

ATTEST: _____
 CITY CLERK

CITY STORM SEWER EASEMENT PROVISIONS

A PERMANENT EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF WARRENVILLE, ILLINOIS, AND ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY "GRANTED") IN, UPON, ACROSS, UNDER AND THROUGH THE AREAS LABELED "CITY GRANTED") IN, UPON, ACROSS, UNDER AND THROUGH THE AREAS LABELED "CITY) IN, UPON, ACROSS, UNDER AND THROUGH THE AREAS LABELED "CITY CITY STORM SEWER EASEMENT" ON THIS PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, ON THIS PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, INSPECTING, OPERATING, REPLACING, RENEWING, ALTERING, ENLARGING, REMOVING, REPAIRING, CLEANING AND MAINTAINING THE STORM SEWER AND APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE REAL ESTATE PLATTED HEREON FOR THE NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK. ALL SUCH STORM SEWER LINES SHALL BE UNDERGROUND ONLY, WITH THE EXCEPTION OF FRAMES OR LIDS OF MANHOLES, CATCH BASINS, OR INLETS. OTHER UTILITIES MAY INSTALL THEIR FACILITIES ACROSS THE CITY EASEMENT AREA, PERPENDICULAR, BUT NOT PARALLEL TO THE CITY'S UNDERGROUND STORM SEWER. NO PERMANENT BUILDINGS, ACCESSORY STRUCTURES, FENCES, TREES, OR ANY OTHER STRUCTURE THAT WOULD IMPEDE ACCESS TO THE STORM SEWER OR FUNCTION OF THE DRAINAGE SHALL BE PLACED ON THE EASEMENT BUT THE PREMISES MAY BE USED FOR PAVED AREAS, DRIVEWAYS, AND SIDEWALKS. TREES WITHIN THE EASEMENT SHALL BE PLANTED A MINIMUM OF FIVE FEET (5') FROM THE CENTERLINE OF TREE TO CENTERLINE OF CITY STORM SEWER PIPE. THE CITY OF WARRENVILLE RESTORATION OBLIGATIONS SHALL BE LIMITED TO TOPSOIL AND SEED FOR TURF GRASS. THE OWNER SHALL BE RESPONSIBLE FOR THE REPAIR OF ALL PAVEMENT, SIDEWALK, CURB, AND ANY OTHER HARD SURFACE. THE OWNER SHALL ALSO BE RESPONSIBLE FOR THE REPLACEMENT OBLIGATIONS WITH RESPECT TO ANY LANDSCAPING, OTHER THAN TURF GRASS.

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT. GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, DUPAGE COUNTY, ILLINOIS,

THIS _____ DAY OF _____, 20____.

COUNTY CLERK

COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE ____ DAY OF _____, A.D., 20____ AT _____ O'CLOCK ____M. AS DOCUMENT NUMBER _____

COUNTY RECORDER

COUNTY HEALTH DEPARTMENT CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, DO HEREBY CERTIFY THAT THE SUBDIVISION SHOWN ON THIS PLAT COMPLIES WITH ALL WATER AND SANITARY SEWAGE REQUIREMENTS OF THE DUPAGE COUNTY HEALTH DEPARTMENT.

DATED AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20____.

NAME & TITLE

COUNTY ENGINEER CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, COUNTY ENGINEER OF SAID COUNTY, DO HEREBY CERTIFY THAT THE PLAT HAS BEEN EXAMINED BY ME AND FOUND TO COMPLY WITH THE HIGHWAY REQUIREMENTS AS SET FORTH IN A REGULATION GOVERNING PLATS OF SUBDIVISION LANDS ADOPTED BY THE COUNTY BOARD OF DUPAGE COUNTY, ILLINOIS.

DATED AT WHEATON, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 20____.

COUNTY ENGINEER

CITY CLERK CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, CITY CLERK OF THE CITY OF WARRENVILLE, ILLINOIS HEREBY CERTIFY THAT THE PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON _____, 20____, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE ____ 20____, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID CITY. IN WITNESS WHEREOF,

I HAVE HERETO SET MY HAND AND SEAL OF THE CITY OF WARRENVILLE, ILLINOIS, THIS _____ DAY OF _____, 2022.

CITY CLERK

OWNER'S SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT OWNER OF THE LAND HEREIN DESCRIBED OR DULY AUTHORIZED ATTORNEY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT, IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, 20____.

NAME & TITLE (IF ANY)

ADDRESS

NOTARY CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____, A NOTARY PUBLIC IN AND FOR THE RESIDING IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE AS SUCH OWNER(S), APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/THEY SIGNED AND DELIVERED THE PLAT AS HIS/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SCHOOL DISTRICT BOUNDARY STATEMENT

THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS: THAT THE CITY OF WARRENVILLE IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON A PROPOSED PLAT OF SUBDIVISION SUBMITTED TO THE CITY FOR APPROVAL, WHICH LEGAL DESCRIPTION IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN; AND TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH EACH TRACT, PARCEL, LOT OR BLOCK OF S KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH EACH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS: COMMUNITY UNIT SCHOOL DISTRICT 200 130 WEST PARK AVENUE, WHEATON, IL 60189 DATED

THIS _____ DAY OF _____, 20____.

OWNER

ENGINEER'S SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, A REGISTERED PROFESSIONAL ENGINEER, CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, 20____.

NAME

ADDRESS

REGISTRATION NUMBER

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

WT GROUP
Engineering with Precision, Pace and Passion.
2015 Pratum Avenue | Hoffman Estates, IL 60192
T: 224.293.6333 | F: 224.293.6444
wtengineering.com
IL License No. 184.0079700015 Expires 04-30-2027
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WT Group
Engineering • Design • Consulting

CERNY PARK RESUBDIVISION
28W415 FORESTVIEW AVENUE
WARRENVILLE, ILLINOIS

ISSUE

TO	DATE
CLIENT	10/30/24
CLIENT	1/29/25

CHECK: FIM
DRAWN: MWO
JOB: S2400907

SUB-2
SHEET 2 OF 2
PLAT OF RESUBDIVISION

EXHIBIT D
OSLAD GRANT IGA

**GRANT COST-SHARING AGREEMENT
BY AND BETWEEN
THE CITY OF WARRENVILLE AND THE WARRENVILLE PARK DISTRICT**

This **GRANT COST-SHARING AGREEMENT** (“**Agreement**”) is dated as of _____, 2025 (“**Effective Date**”), and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (“**City**”), and the **WARRENVILLE PARK DISTRICT**, an Illinois Park District (“**Park District**”).

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Park District mutually agree as follows:

SECTION 1. RECITALS.

A. The City and the Park District are units of local government within the meaning of Section 10, Article VII, of the Illinois Constitution, 1970.

B. The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings.

C. The City is the owner of the property commonly known as Cerny Park in the City and legally described and depicted in **Exhibit A**, attached to and made a part of this Agreement (“**Cerny Park Property**”).

D. The City and the Park District have entered into that certain purchase and sale agreement (“**PSA**”) pursuant to which the City will transfer Cerny Park Property to the Park District.

E. The City and the Park District have collaborated on the design and planning of certain improvements to the Cerny Park Property, including replacement of the playground, renovation of the main shelter, color coating and striping the existing basketball court, replacement of the sand volleyball court with two new pickleball courts, and renovation of one of the park’s small shelters (“**Phase I Improvements**”).

F. The Park District, in anticipation of its future ownership of the Cerny Park Property, has identified additional improvements, including a splash pad and related facilities, that it desires to be made to the Cerny Park Property (“**Phase II Improvements**”) (collectively, the Phase I Improvements and the Phase II Improvements are the “**Improvements**”).

G. The City applied for and has been approved for an Open Space Land Acquisition and Development Grant (“**OSLAD Grant**”) for the Phase I Improvements, which are anticipated to be completed by November 1, 2025 (“**Phase I OSLAD Grant**”).

H. In order to take advantage of OSLAD grant funds available in 2025, the Park District has requested that the City apply for another OSLAD Grant for the Phase II Improvements and construct the Phase II Improvements before the transfer of the Cerny Park Property to the

Park District ("**Phase II OSLAD Grant**") (collectively, the Phase I OSLAD Grant and Phase II OSLAD Grant are the "**OSLAD Grants**").

I. The City and the Park District desire to enter into this Agreement to set forth their respective rights and obligations regarding the OSLAD Grants and the construction and cost of the Improvements.

SECTION 2. OSLAD GRANT APPLICATIONS AND ADMINISTRATION.

A. **Phase I OSLAD Grant.** The City has been awarded the Phase I OSLAD Grant. The City will administer the Phase I OSLAD Grant and coordinate and manage the construction of the Phase I Improvements at its sole cost.

B. **Phase II OSLAD Grant.** The Parties understand and agree that the City (i) will be listed as the applicant for the Phase II OSLAD Grant; and (ii) will remain in ownership of the Cerny Park Property until the Phase II Improvements are completed in order to remain eligible for the grant funds. If awarded, the City will administer the Phase II OSLAD Grant and coordinate and manage the construction of the Phase II Improvements, subject to the cost sharing provisions set forth in Section 3 of this Agreement.

SECTION 3. LOCAL MATCH COST SHARING. OSLAD Grant terms require the applicant to pay a local match. The Parties will share the cost of the local matches as follows:

A. **Phase I OSLAD Grant.** The City will pay and be solely responsible for the Phase I OSLAD Grant local match, which is anticipated to be approximately \$600,000.

B. **Phase II OSLAD Grant.** As the applicant and administrator for the Phase II OSLAD Grant, the City will pay the local match, which is anticipated to be 50 percent of the cost of the Phase II Improvements (approximately \$600,000) ("**Phase II Local Match**"). The Park District will reimburse the City for all actual costs (not in excess of (\$600,000) paid by the City for the Phase II Local Match as follows: as the City incurs costs for the Phase II Improvements applicable to the Phase II Local Match, the City will submit invoices to the Park District for reimbursement and the Park District will pay each invoices within 60 days of receipt.

SECTION 4. CONSTRUCTION OF IMPROVEMENTS.

A. **Phase I Improvements.** The City will coordinate and manage the construction of the Phase I Improvements, which are anticipated to be completed by November 1, 2025.

B. **Phase II Improvements.** The City will coordinate and manage the construction of the Phase II Improvements, but only if the Phase II OSLAD Grant is awarded and only if the City has appropriated sufficient funds to pay the Phase II Local Match. If the Phase II OSLAD Grant to provide 50 percent of the cost of the Phase II Improvements is not awarded to the City in 2025, the City will have no further obligation to apply for funding for or construct the Phase II Improvements. If the Phase II OSLAD Grant is awarded to the City in 2025, the Phase II Improvements are anticipated to be completed by November 1, 2026.

SECTION 5. TERM; TERMINATION.

A. **Term.** This Agreement is for a term commencing on the Effective Date of this Agreement and ending upon the first to occur of: (a) the City receives official notification that it

was not awarded the Phase II OSLAD Grant; or (b) the Improvements have been completed and the Park District has reimbursed the City for the Phase II Local Match.

B. Termination.

1. By the City. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time for any reason upon 15 days prior written notice to the Park District. If this Agreement is terminated pursuant to this provision, the City shall have no obligation to construct the Phase II Improvements and the Park District will have no obligation to reimburse the City for the Phase II Local Match.

2. By the Park District. The Parties acknowledge and agree that but for the PSA and the transfer of the Cerny Park Property to the District, the City would not apply for the Phase II OSLAD Grant nor would it construct the Phase II Improvements. The Park District may terminate this agreement at any time for any reason upon 15 days prior written notice to the City; provided, however, that upon the City's execution of the OSLAD grant documents necessary to apply for and receive the Phase II OSLAD Grant, which obligate the City to complete the Phase II Improvements, the Park District may not terminate this Agreement.

SECTION 5. REPRESENTATIONS.

A. By the City. The City hereby represents and warrants that: (1) the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of the City; (2) it has full power and authority to execute and deliver this Agreement and to perform all of its obligations imposed pursuant to this Agreement; and (3) this Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms.

B. By the Park District. The Park District hereby represents and warrants that: (1) the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of the Park District; (2) it has full power and authority to execute and deliver this Agreement and to perform all of its obligations imposed pursuant to this Agreement; and (3) this Agreement constitutes a legal, valid and binding obligation of the Park District enforceable in accordance with its terms.

SECTION 6. GENERAL PROVISIONS.

A. Enforcement. If either the City or the Park District fails to meet any of its respective or mutual obligations as expressed in this Agreement, then the aggrieved party may, in law or in equity, by suit, action, or any other proceeding including without limitation specific performance, enforce or compel the performance of this Agreement. In the event of a judicial proceeding brought by either the City or the Park District against the other party for enforcement or for breach of any provision of this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorney's fees, incurred in connection with such judicial proceeding. Notwithstanding the foregoing, the Park District agrees that it will not bring an action against the City for damages.

B. Default. The Park District shall be in default hereunder in the event of a material breach by the Park District of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Park District has failed to cure such breach within 30 days

after written notice of breach is given to the Park District by the City, setting forth the nature of such breach. Failure of the City to give written notice of breach to the Park District shall not be deemed to be a waiver of the City's right to assert such breach at a later time. Upon default by the Park District, the City shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement.

C. Force Majeure. If a Party/ies is/are delayed, hindered, or prevented from performing any act required under this Agreement because of (1) strikes, (2) lockouts, (3) inability to procure labor or materials, (4) failure of power, (5) restrictive laws, (6) riots, (7) insurrection, (8) war, (9) fire, (10) inclement weather, (11) pandemic, epidemic, or other health risk, (12) a federal, state, or local emergency or disaster declaration or quarantine, (13) or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the City (each, a "**Force Majeure Event**"): (a) performance of such act by such Party/ies will be excused for the period of delay caused by the Force Majeure Event; (b) the hindered Party/ies may postpone the performance of any act by Contractor for the period of delay caused by the Force Majeure Event; or (c) the hindered Party/ies may terminate this Agreement.

D. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

E. Assignment. This Agreement may not be assigned by the City or by the Park District without the prior written consent of the other party.

F. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by e-mail. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Warrenville
3S258 Manning Avenue
Warrenville, Illinois 60555
Attention: Philip Kuchler
E-mail: pkuchler@warrenville.il.us

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 405

Chicago, Illinois 60650
Attention: Brooke Lenneman
E-mail: brooke.lenneman@elrodfriedman.com

Notices and communications to the Park District shall be addressed to, and delivered at, the following address:

Warrenville Park District
3S260 Warren Avenue
Warrenville, Illinois 60555
Attention: Tim Reinbold
Email: timr@warrenvilleparks.org

With a copy to:

Law Office of Thomas G. Hoffman
27 N. Wacker Drive, #410
Chicago, Illinois 60606
E-mail: parklaw7@gmail.com

G. Third Party Beneficiary. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than a Party shall be made or be valid against the other Party.

H. Governing Laws. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Park District with respect to the OSLAD Grants and the Phase II Improvements.

J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

L. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the Park District have executed this Agreement as of the Effective Date.

CITY OF WARRENVILLE, an Illinois home rule municipal corporation

ATTEST:

Julie Clark, City Clerk

By: _____
David Brummel, Mayor

WARRENVILLE PARK DISTRICT, an Illinois Park District

ATTEST:

By: _____
Its:Secretary

By: _____
Its:President

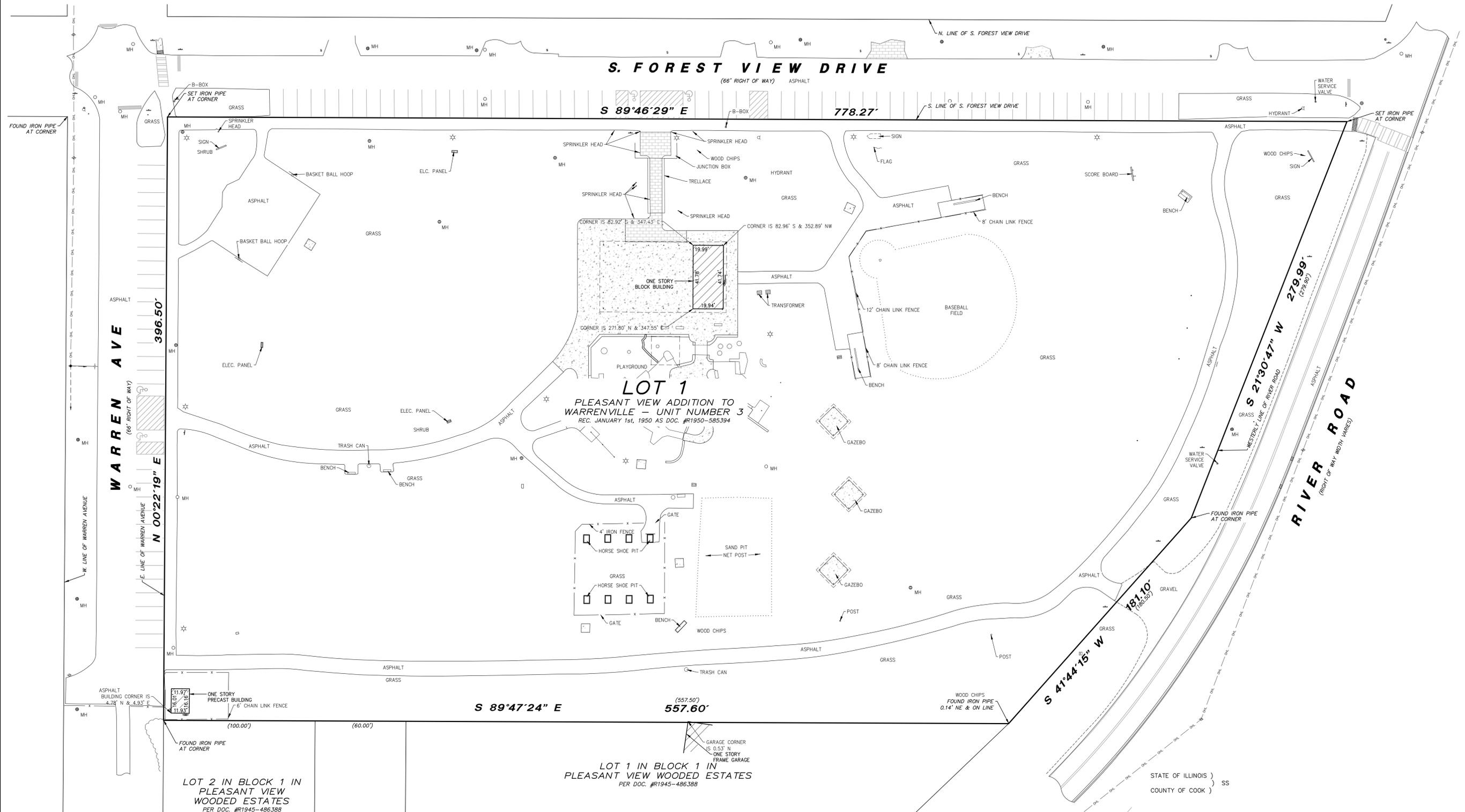
EXHIBIT A

Cerny Park Survey

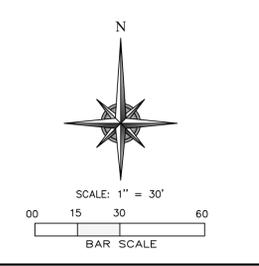
BOUNDARY & TOPOGRAPHIC SURVEY

Exhibit A

LOT 1 IN PLEASANT VIEW ADDITION TO WARRENVILLE - UNIT NUMBER THREE, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20th, 1950 AS DOCUMENT NUMBER R1950-585394, IN DUPAGE COUNTY, ILLINOIS.



LEGEND				
—	PROPERTY LINE	⊕	UTILITY POLE	
- - -	CENTER LINE	⊕	TYPICAL SIGN	
- · - · -	EASEMENT LINE	⊕	MAILBOX	
—	BUILDING SETBACK	⊕	CLOSED MANHOLE	
- · - · -	SECTION LINE	⊕	OPEN GRATE MANHOLE	
—	RECORD DATA	⊕	BEEHIVE GRATE MANHOLE	
XXX	TOP OF (CURB/MALL, ETC.)	⊕	773	CONTOUR LINE
XXX	SPOT GRADE	⊕	---	EDGE GRAVEL/STONE
XXX	BOTTOM OF (GROUND, GUTTER, ETC.)	⊕	- - -	FENCE LINE
⊕	CONCRETE	⊕	⊕	FLARED END SECTION
⊕	EVERGREEN/DECIDUOUS	⊕	⊕	STORM SEWER
⊕	WITH SIZE IN NOTES	⊕	⊕	SANITARY SEWER
⊕	SHRUB/SHRUB LINE	⊕	⊕	COMBO SEWER
⊕	MONITOR WELL	⊕	⊕	WATER SERVICE LINE
⊕	GAS VALVE	⊕	⊕	WATER MAIN
⊕	UTILITY MARKINGS	⊕	⊕	OVERHEAD LINE
(tel, water, gas)	(cable, elec, fiber)	⊕	⊕	FIBER OPTIC LINE
		⊕	⊕	GAS METER
		⊕	⊕	GAS LINE
		⊕	⊕	U.G. TELCO LINE
		⊕	⊕	U.G. ELECTRIC LINE



- SURVEY NOTES:**
- PERMANENT INDEX NUMBER (P.I.N. #): 07-02-107-001
 - THE LOCATION OF UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATION AND VISIBLE MARKINGS ONLY. ALL UTILITY LINES SHOWN WERE MARKED BY THE CITY OF WARRENVILLE.
 - PROPERTY AREA: 6.281 ACRES (273,607 SQUARE FEET)
 - FIELD WORK COMPLETED ON JULY 19th, 2024
 - SURVEY PREPARED FOR: HITCHCOCK DESIGN GROUP
 - BUILDING TIES & DIMENSIONS SHOWN ARE MEASURED FROM THE OUTSIDE FACE OF THE BUILDING.
 - BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
 - ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

- SITE BENCHMARKS**
- SITE BENCHMARK #1 - CROSS CUT ON THE SOUTHEAST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FOREST VIEW DRIVE & WARREN AVENUE. ELEVATION=691.78' (NAVD88)
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WE THE WT GROUP DO HEREBY DECLARE THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY AND TOPOGRAPHIC SURVEY.

GIVEN UNDER OUR HAND AND SEAL THIS 5TH DAY OF AUGUST A.D. 2024 AT HOFFMAN ESTATES, ILLINOIS.

THE WT GROUP, LLC

Franjo I. Matijic

FRANJO I. MATIJIC - PLS #035-003556 EXPIRES 11/30/2024
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

STATE OF ILLINOIS)
COUNTY OF COOK) SS



WT GROUP
Engineering with Precision, Pace and Passion.
2875 Prichard Avenue Hoffman Estates, IL 60112
T: 224.293.6333 F: 224.293.6444
wengrping.com
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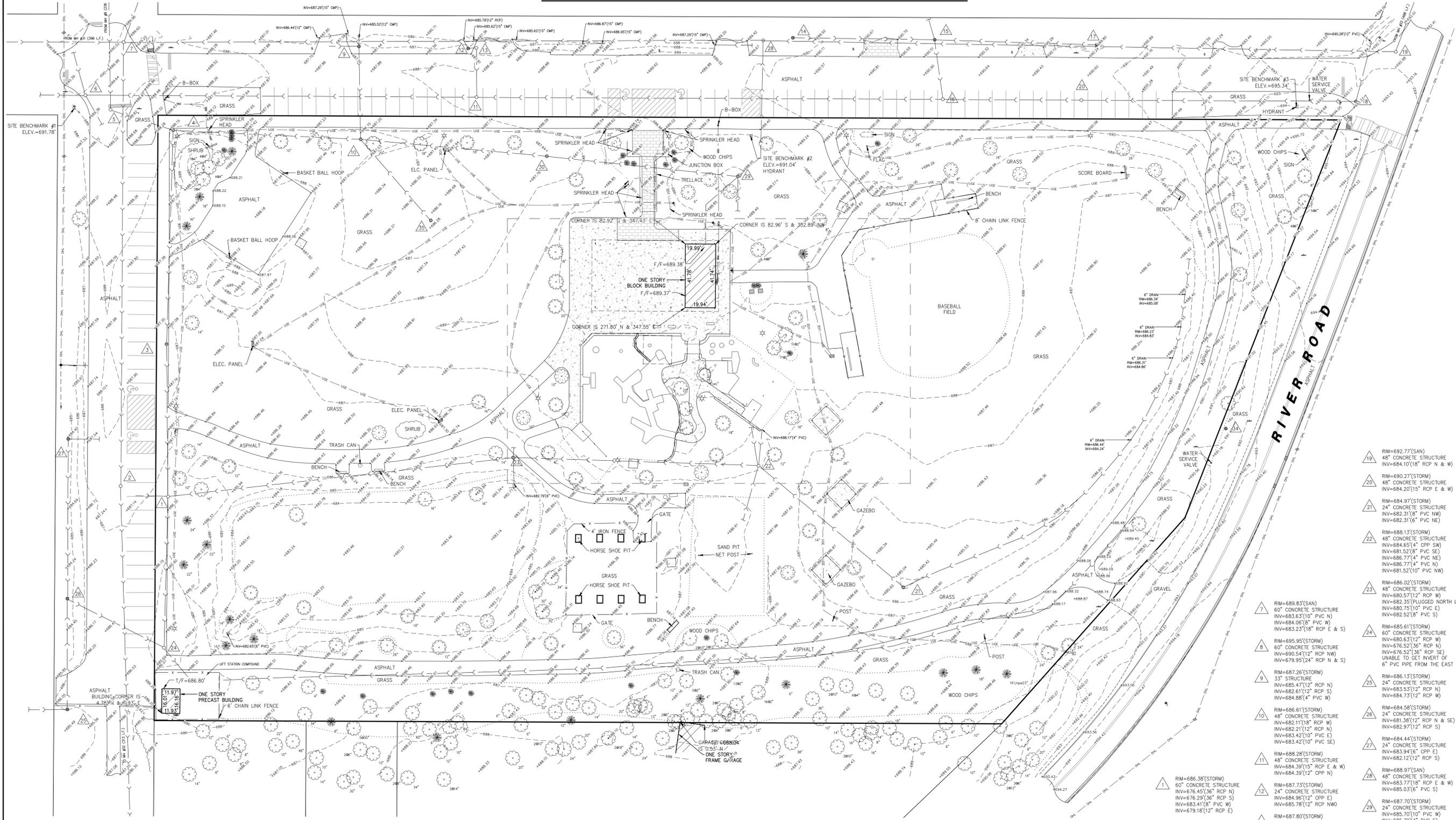
CERNY PARK
287415 FORESTVIEW AVENUE
WARRENVILLE, ILLINOIS

ISSUE

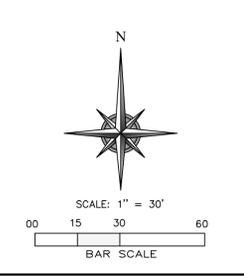
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CLIENT	8/5/24

CHECK-FIM
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JOB: C2400067
SUR-1
SHEET 1 OF 3
BOUNDARY & TOPOGRAPHIC SURVEY

BOUNDARY & TOPOGRAPHIC SURVEY



LEGEND					
—	PROPERTY LINE	⊕	UTILITY POLE	⊕	SOIL BORING
—	CENTER LINE	⊕	TYPICAL SIGN	⊕	GUARDRAIL
—	EASEMENT LINE	⊕	MAILBOX	⊕	OUT WIRE ANCHOR
—	BUILDING SETBACK	⊕	CLOSED MANHOLE	⊕	CONTOUR LINE
—	SECTION LINE	⊕	OPEN GRATE MANHOLE	⊕	EDGE GRAVEL/STONE
⊕	RECORD DATA	⊕	BEHVIC GRATE MANHOLE	⊕	FENCE LINE
⊕	TOP OF (CURB/RAIL, ETC.)	⊕	GUTTER FRAME MANHOLE	⊕	FLARED END SECTION
⊕	SPOT GRADE	⊕	VALVE VAULT	⊕	STORM SEWER
⊕	EVERGREEN/DECIDUOUS	⊕	FIRE HYDRANT	⊕	SANITARY SEWER
⊕	SHRUB/SHRUB LINE	⊕	POST LIGHT/GROUND LIGHT	⊕	COMBO SEWER
⊕	MONITOR WELL	⊕	AREA LIGHT/LIGHT POLE	⊕	WATER SERVICE LINE
⊕	GAS VALVE	⊕	STREET LIGHT	⊕	WATER MAIN
⊕	UTILITY MARKINGS	⊕	MAST ARM SIGNAL	⊕	OVERHEAD LINE
⊕	(tel, water, gas)	⊕	HANDHOLE (electric/traffic)	⊕	FIBER OPTIC LINE
		⊕	GAS METER	⊕	GAS LINE
		⊕	ELECTRIC METER	⊕	U.G. GAS LINE
		⊕	PEDESTAL (tel, elec, cable)	⊕	U.G. ELECTRIC LINE



SURVEY NOTES:

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1	RM=689.83'(SAN) 60" CONCRETE STRUCTURE INV=683.63(10" PVC N) INV=683.23(18" RCP E & S)	19	RM=692.77'(SAN) 48" CONCRETE STRUCTURE INV=684.10(18" RCP N & W)
2	RM=687.50'(SANITARY) 60" CONCRETE STRUCTURE INV=682.91(18" RCP N & S)	20	RM=690.27'(STORM) 48" CONCRETE STRUCTURE INV=684.20(15" RCP E & W)
3	RM=687.17'(STORM) 60" CONCRETE STRUCTURE INV=678.84(36" RCP N & S)	21	RM=684.97'(STORM) 24" CONCRETE STRUCTURE INV=682.31(8" PVC NW) INV=682.31(6" PVC NE)
4	RM=687.80'(STORM) 60" CONCRETE STRUCTURE INV=681.22(18" RCP E) INV=676.70(36" RCP S) INV=678.07(36" RCP W) WATER LEVEL @ 677.55'	22	RM=688.13'(STORM) 48" CONCRETE STRUCTURE INV=684.65(4" CPP SW) INV=681.52(8" PVC SE) INV=686.77(4" PVC NE) INV=686.77(4" PVC N) INV=681.52(10" PVC NW)
5	RM=689.34'(STORM) 60" CONCRETE STRUCTURE INV=678.74(24" RCP N) INV=678.03(36" RCP SE)	23	RM=686.02'(STORM) 48" CONCRETE STRUCTURE INV=680.57(12" RCP W) INV=682.35(PLUGGED NORTH LINE) INV=680.75(10" PVC E) INV=682.52(8" PVC S)
6	RM=689.68'(STORM) 48" CONCRETE STRUCTURE INV=684.88(12" RCP N) INV=687.97(12" RCP W) INV=684.88(15" RCP E)	24	RM=685.61'(STORM) 60" CONCRETE STRUCTURE INV=680.63(12" RCP W) INV=676.52(36" RCP N) INV=676.52(36" RCP SE) UNABLE TO GET INVERT OF 6" PVC PIPE FROM THE EAST
		25	RM=686.13'(STORM) 24" CONCRETE STRUCTURE INV=682.11(12" RCP W) INV=684.88(4" PVC W)
		26	RM=684.58'(STORM) 48" CONCRETE STRUCTURE INV=681.38(12" RCP N & SE) INV=682.97(12" RCP S)
		27	RM=684.44'(STORM) 24" CONCRETE STRUCTURE INV=683.94(8" CPP E) INV=682.12(12" RCP S)
		28	RM=686.61'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=684.39(12" CPP N)
		29	RM=688.28'(STORM) 48" CONCRETE STRUCTURE INV=684.60(12" CPP S & W)
		30	RM=689.69'(STORM) 24" CONCRETE STRUCTURE INV=687.07(10" RCP E)
		31	RM=690.29'(STORM) 24" CONCRETE STRUCTURE INV=686.47(10" RCP E & W) INV=686.70(4" CPP NW) INV=686.47(12" RCP S)
		32	RM=691.55'(SAN) 48" CONCRETE STRUCTURE INV=682.85(18" RCP N & S)
		33	RM=693.20'(SAN) 48" CONCRETE STRUCTURE INV=683.77(18" RCP N & S)
		34	RM=690.47'(STORM) 48" CONCRETE STRUCTURE NO LINES FOUND/FULL OF DEBRIS DEBRIS AT 684.22'
		35	RM=686.16'(STORM) 48" CONCRETE STRUCTURE INV=684.29(10" PVC NW)

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 Engineering with Precision, Pace and Passion.
 2875 Prairie Avenue, Warrenville, IL 60156
 T: 224.293.0333 F: 224.293.6444
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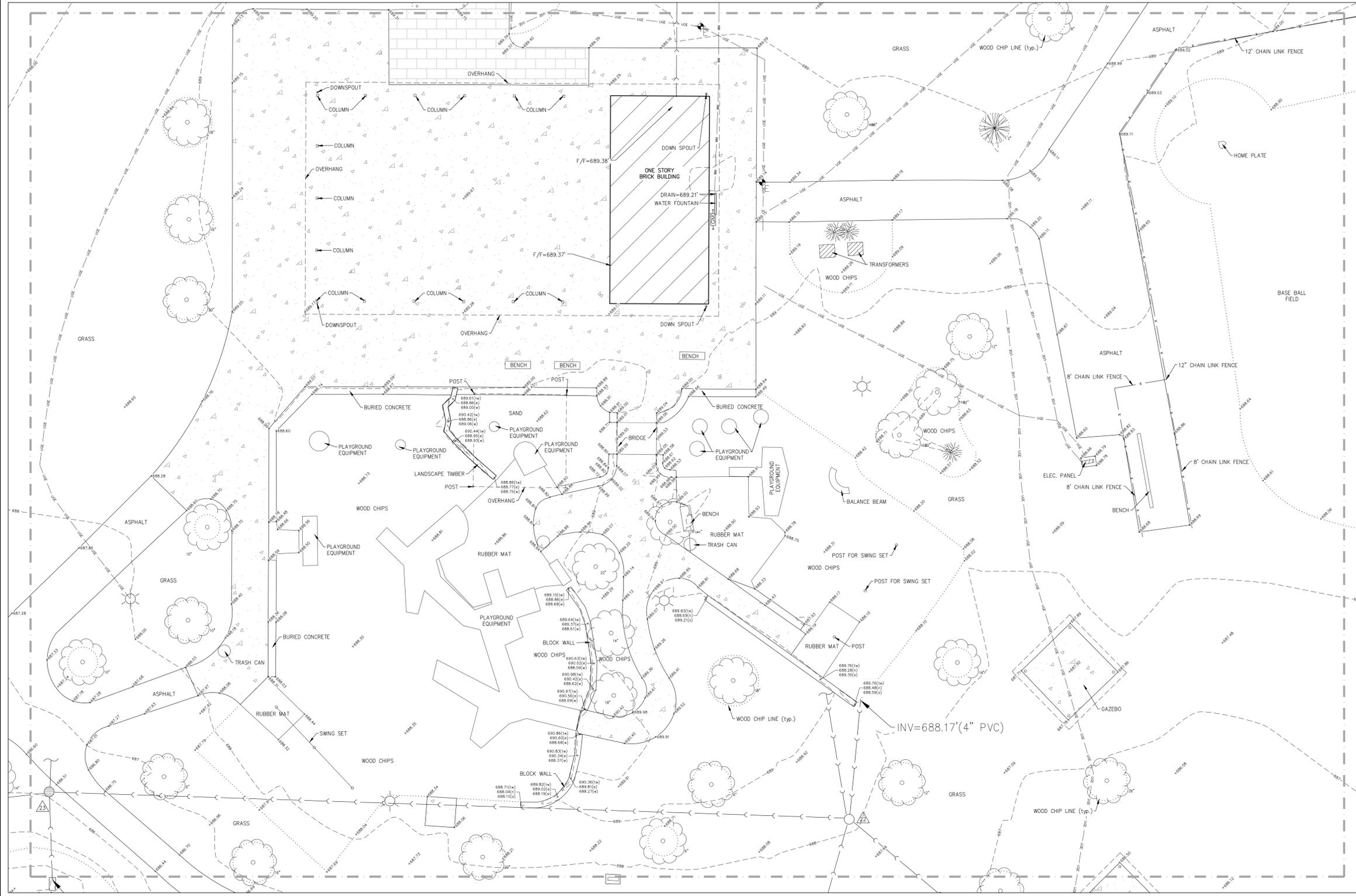
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 TO CLIENT DATE 8/5/24

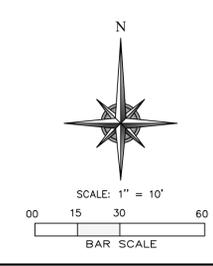
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 SHEET 2 OF 3
 BOUNDARY & TOPOGRAPHIC SURVEY

BOUNDARY & TOPOGRAPHIC SURVEY



- 1. RM=686.38'(STORM)
60" CONCRETE STRUCTURE
INV=676.45(36" RCP N)
INV=676.29(36" RCP S)
INV=683.41(8" PVC W)
INV=679.18(12" RCP E)
- 2. RM=687.50'(SANITARY)
60" CONCRETE STRUCTURE
INV=682.91(18" RCP N & S)
- 3. RM=687.17'(STORM)
60" CONCRETE STRUCTURE
INV=676.84(36" RCP N & S)
- 4. RM=687.80'(STORM)
60" CONCRETE STRUCTURE
INV=681.22(18" RCP E)
INV=676.70(36" RCP S)
INV=678.07(36" RCP W)
WATER LEVEL @ 677.55'
- 5. RM=689.34'(STORM)
60" CONCRETE STRUCTURE
INV=678.74(24" RCP N)
INV=678.03(36" RCP SE)
- 6. RM=689.88'(STORM)
48" CONCRETE STRUCTURE
INV=684.88(12" RCP N)
INV=687.97(12" RCP W)
INV=684.88(15" RCP E)
INV=685.29(12" RCP SE)
- 7. RM=689.83'(SAN)
60" CONCRETE STRUCTURE
INV=683.63(10" PVC N)
INV=684.06(8" PVC W)
INV=683.23(18" RCP E & S)
- 8. RM=695.95'(STORM)
60" CONCRETE STRUCTURE
INV=690.54(12" RCP NW)
INV=679.95(24" RCP N & S)
- 9. RM=687.26'(STORM)
33" STRUCTURE
INV=685.47(12" RCP N)
INV=682.61(12" RCP S)
INV=684.88(4" PVC W)
- 10. RM=686.61'(STORM)
48" CONCRETE STRUCTURE
INV=682.11(18" RCP W)
INV=682.21(12" RCP N)
INV=683.42(10" PVC E)
INV=683.42(10" PVC SE)
- 11. RM=688.28'(STORM)
48" CONCRETE STRUCTURE
INV=684.39(15" RCP E & W)
INV=684.39(12" RCP N)
- 12. RM=687.73'(STORM)
24" CONCRETE STRUCTURE
INV=684.96(12" CPP E)
INV=685.78(12" RCP N & W)
- 13. RM=687.80'(STORM)
24" CONCRETE STRUCTURE
INV=684.60(12" CPP S & W)
- 14. RM=689.69'(STORM)
24" CONCRETE STRUCTURE
INV=687.07(10" RCP E)
- 15. RM=690.29'(STORM)
24" CONCRETE STRUCTURE
INV=686.47(10" RCP E & W)
INV=688.70(12" CPP NW)
INV=686.47(12" RCP S)
- 16. RM=690.42'(STORM)
48" CONCRETE STRUCTURE
INV=684.27(15" RCP E & W)
INV=684.96(12" RCP N)
- 17. RM=689.80'(STORM)
24" CONCRETE STRUCTURE
INV=688.32(10" RCP W)
- 18. RM=693.09'(STORM)
48" CONCRETE STRUCTURE
INV=685.09(15" RCP W)
INV=690.42(12" PVC N)
- 19. RM=692.77'(SAN)
48" CONCRETE STRUCTURE
INV=684.10(18" RCP N & W)
- 20. RM=690.27'(STORM)
48" CONCRETE STRUCTURE
INV=684.20(15" RCP E & W)
- 21. RM=684.97'(STORM)
24" CONCRETE STRUCTURE
INV=682.31(8" PVC NW)
INV=682.31(6" PVC NE)
- 22. RM=688.13'(STORM)
48" CONCRETE STRUCTURE
INV=684.65(4" CPP SW)
INV=681.52(8" PVC SE)
INV=686.77(4" PVC NE)
INV=686.77(4" PVC N)
INV=681.52(10" PVC NW)
- 23. RM=686.02'(STORM)
48" CONCRETE STRUCTURE
INV=680.57(12" RCP W)
INV=682.35(PLUGGED NORTH LINE)
INV=680.75(10" PVC E)
INV=682.52(8" PVC S)
- 24. RM=685.61'(STORM)
60" CONCRETE STRUCTURE
INV=680.63(12" RCP W)
INV=676.52(36" RCP N)
INV=676.52(36" RCP SE)
UNABLE TO GET INVERT OF
6" PVC PIPE FROM THE EAST
- 25. RM=686.13'(STORM)
24" CONCRETE STRUCTURE
INV=683.53(12" RCP N)
INV=684.73(12" RCP W)
- 26. RM=684.58'(STORM)
24" CONCRETE STRUCTURE
INV=681.38(12" RCP N & SE)
INV=682.97(12" RCP S)
- 27. RM=684.44'(STORM)
24" CONCRETE STRUCTURE
INV=683.94(6" CPP E)
INV=682.12(12" RCP S)
- 28. RM=688.97'(SAN)
48" CONCRETE STRUCTURE
INV=683.77(18" RCP E & W)
INV=685.03(6" PVC S)
- 29. RM=687.70'(STORM)
24" CONCRETE STRUCTURE
INV=685.70(10" PVC W)
INV=686.79(4" PVC S)
- 30. RM=687.37'(STORM)
24" CONCRETE STRUCTURE
INV=685.07(10" PVC E & W)
- 31. RM=694.88'(SAN)
48" CONCRETE STRUCTURE

LEGEND			
—	PROPERTY LINE	⊙	UTILITY POLE
—	CENTER LINE	⊙	TYPICAL SIGN
---	EASEMENT LINE	⊙	MAILBOX
---	BUILDING SETBACK	⊙	CLOSED MANHOLE
---	SECTION LINE	⊙	OPEN GRATE MANHOLE
---	RECORD DATA	⊙	BENCH MARK
---	TOP OF CURB (MALL, ETC.)	⊙	7-73
---	SPOT GRADE	⊙	CONTOUR LINE
---	TOP OF (GUTTER, GUTTER)	⊙	EDGE GRAVEL/STONE
---	BOTTOM OF (GUTTER, GUTTER)	⊙	FENCE LINE
---	CONCRETE	⊙	FLARED END SECTION
---	EVERGREEN/DECIDUOUS	⊙	STORM SEWER
---	WITH SIZE IN NOTES	⊙	SANITARY SEWER
---	SHRUB/SHRUB LINE	⊙	COMBO SEWER
---	MONITOR WELL	⊙	WATER SERVICE LINE
---	GAS VALVE	⊙	WATER MAIN
---	UTILITY MARKINGS	⊙	OVERHEAD LINE
---	(tel, water, gas)	⊙	FIBER OPTIC LINE
---		⊙	GAS LINE
---		⊙	U.G. TELCO LINE
---		⊙	U.G. ELECTRIC LINE



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WT GROUP
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 2875 Prichard Avenue Hickman Estates, IL 60192
 T: 224.293.6333 F: 224.293.6444
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CERNY PARK
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 WARRERNVILLE, ILLINOIS

CHECK-FIM
 DRAWN: REM
 JOB: C2400067
SUR-3
 SHEET 3 OF 3
 BOUNDARY & TOPOGRAPHIC SURVEY

ISSUE
 TO: _____ DATE: _____
 CLIENT: _____ 8/5/24

EXHIBIT E
CERNY PARK IGA

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF WARRENVILLE AND THE WARRENVILLE PARK DISTRICT
REGARDING THE USE AND MAINTENANCE OF CERNY PARK**

This **INTERGOVERNMENTAL AGREEMENT** ("**Agreement**") is dated as of _____, 2025 ("**Effective Date**"), and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation ("**City**"), and the **WARRENVILLE PARK DISTRICT**, an Illinois Park District ("**Park District**").

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Park District mutually agree as follows:

SECTION 1. RECITALS.

A. The City and the Park District are units of local government within the meaning of Section 10, Article VII, of the Illinois Constitution, 1970.

B. The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings.

C. The City is the owner of the property commonly known as Cerny Park in the City and legally described and depicted in **Exhibit A**, attached to and made a part of this Agreement ("**Cerny Park**").

D. The City and the Park District have entered into that certain purchase and sale agreement ("**PSA**") pursuant to which the City will transfer Cerny Park to the Park District.

E. In anticipation of its future ownership of Cerny Park, the Park District has requested that the City perform certain maintenance activities for Cerny Park for a period of time after the Park District takes ownership.

F. The City and the Park District desire to set forth the City's rights to use Cerny Park for City-sponsored events after the Park District takes ownership of Cerny Park.

G. The City and the Park District desire to enter into this Agreement to set forth their respective rights and obligations regarding the future maintenance and use of Cerny Park.

SECTION 2. MAINTENANCE SERVICES.

A. Mowing Services. At its sole cost and expense, the City, either by its own employees or its contractor(s), will mow the grass areas of Cerny Park depicted on the attached **Exhibit A** ("**Grass Areas**") for a period of three years after the date upon which Park District takes title to Cerny Park ("**Mowing Services**"). The City may, at its sole discretion, complete the Mowing Services by including the Grass Areas in its solicitation for mowing services for City-owned or maintained properties. The City will consult the Park District when determining the

schedule for completing the Mowing Services, but in no event will the Mowing Services be completed on a schedule more frequent, or for more months each year, than the City obtains or performs similar mowing services on City-owned properties.

B. Cleaning Services. At its sole cost and expense, the City will clean the inside of the bathroom shelter located on Cerny Park and depicted on the attached Exhibit A ("**Bathroom Shelter**") for a period of three years after the date the Park District takes title to Cerny Park ("**Cleaning Services**") (collectively, the Mowing Services and the Cleaning Services are the "**Maintenance Services**"). The City will complete the Cleaning Services by including the Bathroom Shelter in its solicitation for janitorial services for City-owned or maintained properties. The City will consult the Park District when determining the schedule for completing the Cleaning Services, but in no event will the Cleaning Services be completed on a schedule more frequent than the City obtains similar cleaning services for City-owned properties. The three-year period during which the City has agreed to perform the Maintenance Services is hereinafter referred to as the "**Maintenance Obligation**".

C. Other Maintenance. Except as explicitly provided in this Agreement, as the owner of Cerny Park, the Park District will be solely responsible for maintaining Cerny Park, including, without limitation, paths, playground and sport court equipment and improvements, the Bathroom Shelter, fields, trees, landscaping, and fences.

SECTION 3. CITY USE OF CERNY PARK.

The Park District acknowledges and agrees that Cerny Park has historically served as the primary location in the City for City-wide community events. After the transfer of Cerny Park to the Park District, the Park District authorizes the City to continue to use Cerny Park for Independence Day celebration events in July, National Night Out in August, and other special events hosted by the City ("**City Events**"). The City will have first choice of dates for City Events, provided that the City provides its requested dates by December 1 for the following calendar year. The City agrees to comply with the Park District's ordinances and procedures and obtain a permit from the Park District for the City Events. Pursuant to Section 3a.2 and 3.c of the Park District General Use Ordinance 2019-04 ("Permits"), any request by the City for a permit for any City Event at Cerny Park shall be submitted in writing to the Executive Director of the Park District, who shall review same and grant such request on such reasonable terms and conditions as the City and the Park District shall agree, not inconsistent with past practice between the Parties.

SECTION 4. TERM; TERMINATION.

A. Term. This Agreement is for a 20-year term commencing on the Effective Date of this Agreement and ending on December 31, 2044. Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms, until otherwise terminated in accordance with this Agreement.

B. Termination.

1. By the City.

a. During the Maintenance Obligation. During Maintenance Obligation, the City may terminate or suspend this Agreement by providing 90 days written notice to the Park District if the City fails to appropriate sufficient funds to complete the Maintenance Obligation.

b. After the expiration of the Maintenance Obligation. After the expiration of the Maintenance Obligation, the City may terminate this Agreement at any time for any reason by providing 30 days' notice to the Park District.

2. By the Park District. The Park District may notify the City that it no longer desires the City to perform all or a portion of the Maintenance Services by providing 90 days written notice to the City and documenting the change as an amendment to this Agreement in accordance with Section 7.D of this Agreement.

SECTION 5. INDEMNIFICATION; HOLD HARMLESS.

A. Indemnity. The Park District agrees to, and does hereby, to the extent allowed by law, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may be asserted at any time against any of those parties in connection with: (i) any injury to the person or property of others that arises out of any act or omission of the Park District, its officials, officers, employees, agents, representatives, or program participants; or (ii) the City's performance of, or failure to perform, the Maintenance Services under this Agreement; provided, however, that this indemnity shall not apply to willful misconduct or gross negligence on the part of the City.

B. Assertion of Defenses. Nothing in this Agreement is intended to abrogate the Parties right to any defense provided by the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* The Park District will be allowed to raise, on behalf of the City, any and all statutory or common law defenses to a claim or action that the City might have raised, including but not limited to any defense provided by the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

C. Responsibility for Own Personnel. Each Party will be fully and solely responsible for its own employees, contracted services, and other agents including, without limitation, responsibility for supervision, direction, compensation, insurance, risk, liability, and claims.

SECTION 6. REPRESENTATIONS.

A. By the City. The City hereby represents and warrants that: (1) the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of the City; (2) it has full power and authority to execute and deliver this Agreement and to perform all of its obligations imposed pursuant to this Agreement; and (3) this Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms.

B. By the Park District. The Park District hereby represents and warrants that: (1) the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of the Park District; (2) it has full power and authority to execute and deliver this Agreement and to perform all of its obligations imposed pursuant to this Agreement; and (3) this Agreement constitutes a legal, valid and binding obligation of the Park District enforceable in accordance with its terms.

SECTION 7. GENERAL PROVISIONS.

A. Enforcement. If either the City or the Park District fails to meet any of its respective or mutual obligations as expressed in this Agreement, then the aggrieved party may, in law or in equity, by suit, action, or any other proceeding including without limitation specific performance, enforce or compel the performance of this Agreement. In the event of a judicial proceeding brought by either the City or the Park District against the other party for enforcement or for breach of any provision of this Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorney's fees, incurred in connection with such judicial proceeding. Notwithstanding the foregoing, the Park District agrees that it will not bring an action against the City for damages.

B. Default. A Party shall be in default hereunder in the event of a material breach by that Party of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the defaulting Party has failed to cure such breach within 30 days after written notice of breach is given to the defaulting Party by the other Party, setting forth the nature of such breach. Failure of a Party to give written notice of breach to the other Party shall not be deemed to be a waiver of the Party's right to assert such breach at a later time. Upon default and failure to cure, the non-defaulting Party shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement.

C. Force Majeure. If a Party is delayed, hindered, or prevented from performing any act required under this Agreement because of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive laws, riots, insurrection, war, fire, inclement weather, pandemic, epidemic, or other health risk, a federal, state, or local emergency or disaster declaration or quarantine, or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the hindered Party/ies (each, a "***Force Majeure Event***"): (a) performance of such act will be excused for the period of delay caused by the Force Majeure Event; (b) the hindered Party/ies may postpone the performance of any act by a contractor for the period of delay caused by the Force Majeure Event; or (c) the hindered Party/ies may terminate this Agreement.

D. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

E. Assignment. This Agreement may not be assigned by the City or by the Park District without the prior written consent of the other party.

F. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by e-mail. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future

notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Warrenville
3S258 Manning Avenue
Warrenville, Illinois 60555
Attention: Philip Kuchler
E-mail: pkuchler@warrenville.il.us

With a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 405
Chicago, Illinois 60650
Attention: Brooke Lenneman
E-mail: brooke.lenneman@elrodfriedman.com

Notices and communications to the Park District shall be addressed to, and delivered at, the following address:

Warrenville Park District
3S260 Warren Avenue
Warrenville, Illinois 60555
Attention: Tim Reinbold
Email: timr@warrenvilleparks.org

With a copy to:

Law Office of Thomas G. Hoffman
27 N. Wacker Drive, #410
Chicago, Illinois 60606
E-mail: parklaw7@gmail.com

G. Third Party Beneficiary. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation other than a Party shall be made or be valid against such Party.

H. Governing Laws. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Park District with respect to the subject matter of this Agreement.

J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any

such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

K. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

L. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the Park District have executed this Agreement as of the Effective Date.

CITY OF WARRENVILLE, an Illinois home rule municipal corporation

ATTEST:

Julie Clark, City Clerk

By: _____
David Brummel, Mayor

WARRENVILLE PARK DISTRICT, an Illinois Park District

ATTEST:

By: _____
Its Secretary

By: _____
Its President

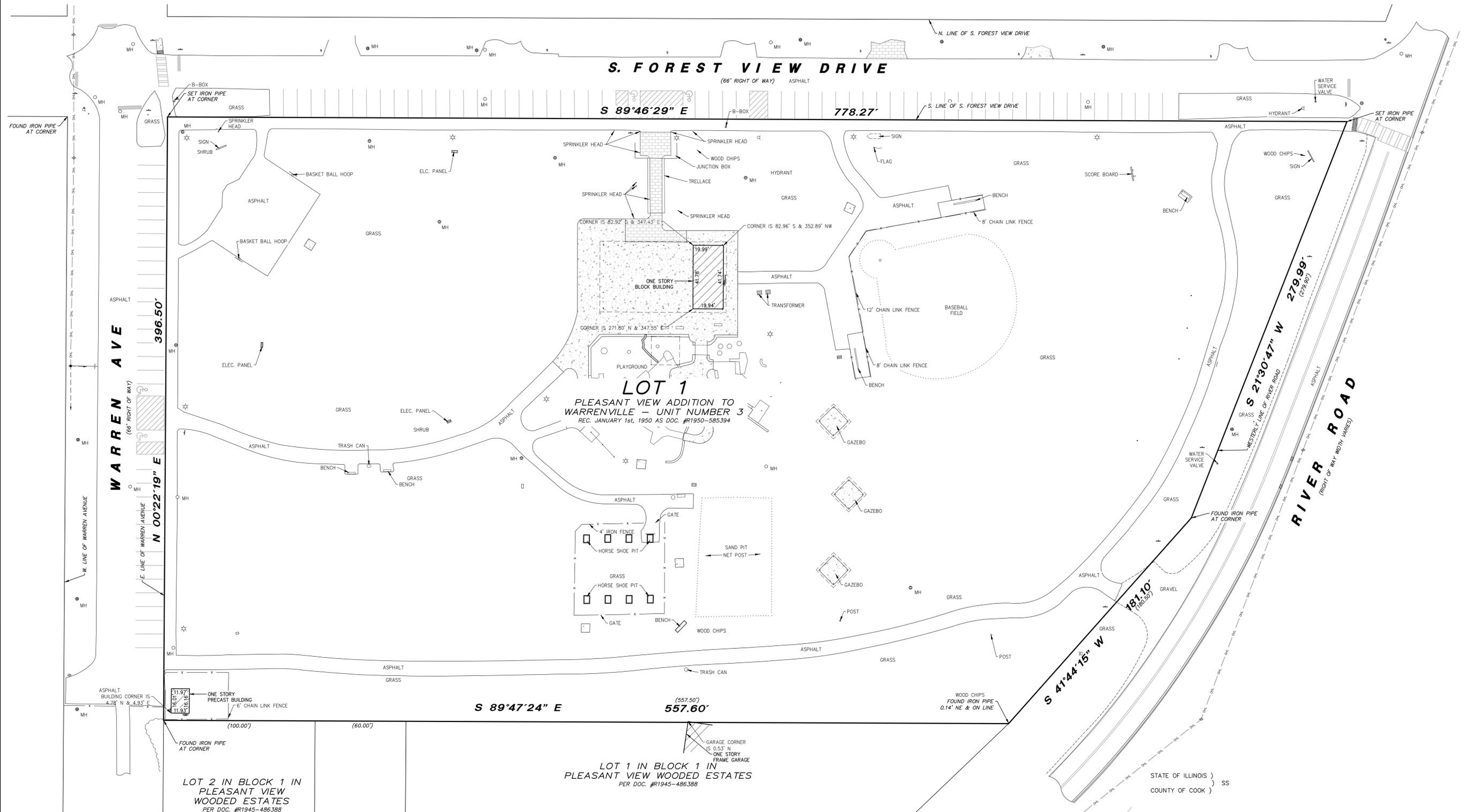
EXHIBIT A

Cerny Park Survey

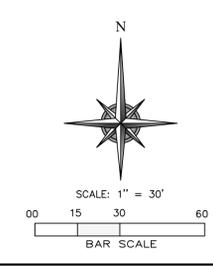
BOUNDARY & TOPOGRAPHIC SURVEY

Exhibit A

LOT 1 IN PLEASANT VIEW ADDITION TO WARRENVILLE - UNIT NUMBER THREE, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 20th, 1950 AS DOCUMENT NUMBER R1950-585394, IN DUPAGE COUNTY, ILLINOIS.



LEGEND			
	PROPERTY LINE		SOIL BORING
	CENTER LINE		TELEPHONE MANHOLE
	EASEMENT LINE		HANDRAIL
	BUILDING SETBACK		GUARDRAIL
	SECTION LINE		GUY WIRE ANCHOR
	RECORD DATA		CONTOUR LINE
	SPOT GRADE		EDGE GRAVEL/STONE
	TOP OF CURB (MAIL, ETC.)		FENCE LINE
	BOTTOM OF GROUND (OUTLET, ETC.)		FLARED END SECTION
	CONCRETE		STORM SEWER
	EVERGREEN/DECIDUOUS		SANITARY SEWER
	SHRUB/SHRUB LINE		COMBO SEWER
	MONITOR WELL		WATER SERVICE LINE
	GAS VALVE		WATER MAIN
	UTILITY MARKINGS		OVERHEAD LINE
	PEDESTAL (tele, elec, cable)		FIBER OPTIC LINE
			GAS METER
			GAS LINE
			U.G. TELCO LINE
			U.G. ELECTRIC LINE



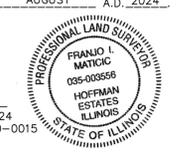
- SURVEY NOTES:**
- PERMANENT INDEX NUMBER (P.I.N. #): 07-02-107-001
 - THE LOCATION OF UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATION AND VISIBLE MARKINGS ONLY. ALL UTILITY LINES SHOWN WERE MARKED BY THE CITY OF WARRENVILLE.
 - PROPERTY AREA: 6.281 ACRES (273,607 SQUARE FEET)
 - FIELD WORK COMPLETED ON JULY 19th, 2024
 - SURVEY PREPARED FOR: HITCHCOCK DESIGN GROUP
 - BUILDING TIES & DIMENSIONS SHOWN ARE MEASURED FROM THE OUTSIDE FACE OF THE BUILDING.
 - BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
 - ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

- SITE BENCHMARKS**
- SITE BENCHMARK #1 - CROSS CUT ON THE SOUTHEAST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FOREST VIEW DRIVE & WARREN AVENUE. ELEVATION=691.78' (NAVD88)
- SITE BENCHMARK #2 - CROSS CUT ON THE NORTHWEST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED ON THE SOUTH SIDE OF S. FOREST VIEW DRIVE BETWEEN WARREN AVENUE & RIVER ROAD. ELEVATION=691.04' (NAVD88)
- SITE BENCHMARK #3 - CROSS CUT ON THE SOUTHWEST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FOREST VIEW DRIVE & RIVER ROAD. ELEVATION=695.34' (NAVD88)

WE THE WT GROUP DO HEREBY DECLARE THAT WE HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY AND TOPOGRAPHIC SURVEY.

GIVEN UNDER OUR HAND AND SEAL THIS 5TH DAY OF AUGUST A.D. 2024 AT HOFFMAN ESTATES, ILLINOIS.

THE WT GROUP, LLC
 Franjo I. Matijic
 FRANJO I. MATIJIC - PLS #035-003556 EXPIRES 11/30/2024
 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015



WT GROUP
 Engineering with Precision, Pace and Passion.
 2875 Prichard Avenue Hoffman Estates, IL 60192
 T: 224.293.6333 F: 224.293.6444
 www.wtgroup.com
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WT Group
 Engineering • Design • Consulting

AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY

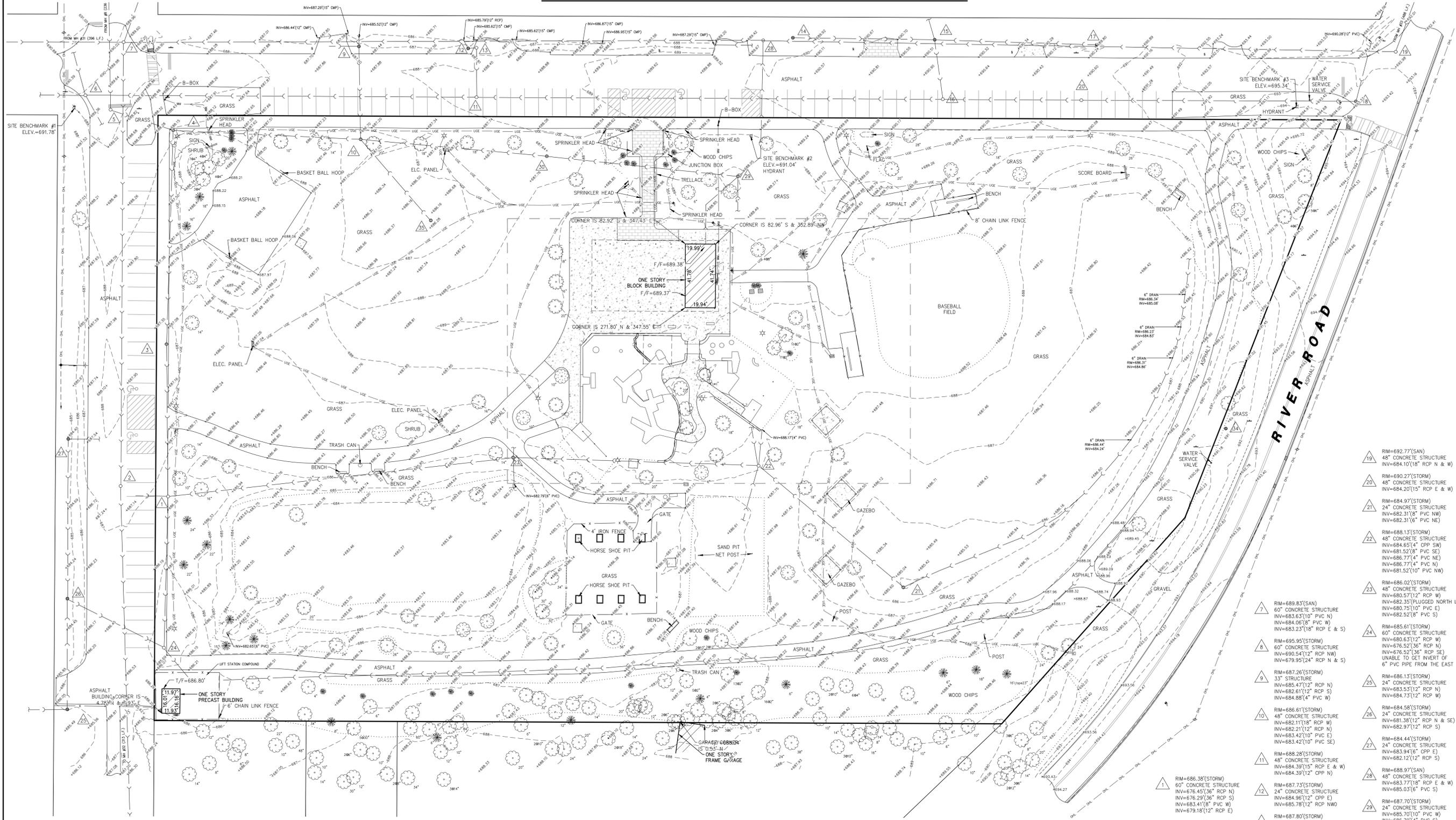
CERNY PARK
 287415 FORESTVIEW AVENUE
 WARRENVILLE, ILLINOIS

ISSUE

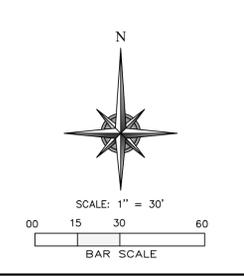
TO CLIENT	DATE
	8/5/24

CHECK-FIM
 DRAWN-REM
 JOB: C2400067
SUR-1
 SHEET 1 OF 3
 BOUNDARY & TOPOGRAPHIC SURVEY

BOUNDARY & TOPOGRAPHIC SURVEY



LEGEND					
—	PROPERTY LINE	⊕	UTILITY POLE	⊕	SOIL BORING
—	CENTER LINE	⊕	TYPICAL SIGN	⊕	GUARDRAIL
—	EASEMENT LINE	⊕	MAILBOX	⊕	OUT WIRE ANCHOR
—	BUILDING SETBACK	⊕	CLOSED MANHOLE	⊕	CONTOUR LINE
—	SECTION LINE	⊕	OPEN GRATE MANHOLE	⊕	EDGE GRAVEL/STONE
---	RECORD DATA	⊕	BEHVIC GRATE MANHOLE	⊕	FENCE LINE
---	SPOT GRADE	⊕	GUTTER FRAME MANHOLE	⊕	FLARED END SECTION
---	TOP OF CURB/RAIL, ETC.	⊕	VALVE VAULT	⊕	STORM SEWER
---	BOTTOM OF GROUND, OUTRIGGERS	⊕	FIRE HYDRANT	⊕	SANITARY SEWER
---	CONCRETE	⊕	POST LIGHT/GROUND LIGHT	⊕	COMBO SEWER
---	EVERGREEN/DECIDUOUS	⊕	AREA LIGHT/LIGHT POLE	⊕	WATER SERVICE LINE
---	WITH SIZE IN INCHES	⊕	STREET LIGHT	⊕	WATER MAIN
---	SHRUB/SHRUB LINE	⊕	TRAFFIC SIGNAL	⊕	OVERHEAD LINE
---	MONITOR WELL	⊕	MAST ARM SIGNAL	⊕	FIBER OPTIC LINE
---	GAS VALVE	⊕	HANDHOLE (electric/traffic)	⊕	GAS LINE
---	UTILITY MARKINGS	⊕	GAS METER	⊕	U.G. GAS LINE
---	(cable, elec, fiber)	⊕	ELECTRIC METER	⊕	U.G. TELEPHONE LINE
---	(tel, water, gas)	⊕	PEDESTAL (tele, elec, cable)	⊕	



SURVEY NOTES:

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SITE BENCHMARKS

SITE BENCHMARK #1 - CROSS CUT ON THE SOUTHEAST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FOREST VIEW DRIVE & WARREN AVENUE. ELEVATION=691.78' (NAVD88)

SITE BENCHMARK #2 - CROSS CUT ON THE NORTHWEST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED ON THE SOUTH SIDE OF S. FOREST VIEW DRIVE BETWEEN WARREN AVENUE & RIVER ROAD. ELEVATION=691.04' (NAVD88)

SITE BENCHMARK #3 - CROSS CUT ON THE SOUTHWEST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FORREST VIEW DRIVE & RIVER ROAD. ELEVATION=695.34' (NAVD88)

1	RM=689.83'(SAN) 60" CONCRETE STRUCTURE INV=683.63(10" PVC N) INV=684.06(8" PVC W) INV=683.23(18" RCP E & S)	19	RM=692.77'(SAN) 48" CONCRETE STRUCTURE INV=684.10(18" RCP N & W)
2	RM=687.26'(STORM) 33" STRUCTURE INV=685.47(12" RCP N) INV=682.61(12" RCP S) INV=684.88(4" PVC W)	20	RM=690.27'(STORM) 48" CONCRETE STRUCTURE INV=684.20(15" RCP E & W)
3	RM=686.38'(STORM) 60" CONCRETE STRUCTURE INV=676.29(36" RCP S) INV=683.41(8" PVC W) INV=679.18(12" RCP E)	21	RM=684.97'(STORM) 24" CONCRETE STRUCTURE INV=682.31(8" PVC NW) INV=682.31(6" PVC NE)
4	RM=687.50'(SANITARY) 60" CONCRETE STRUCTURE INV=682.91(18" RCP N & S)	22	RM=688.13'(STORM) 48" CONCRETE STRUCTURE INV=684.63(4" CPP SW) INV=681.52(8" PVC SE) INV=686.77(4" PVC NE) INV=686.77(4" PVC N) INV=681.52(10" PVC NW)
5	RM=687.17'(STORM) 60" CONCRETE STRUCTURE INV=676.84(36" RCP N & S)	23	RM=686.02'(STORM) 48" CONCRETE STRUCTURE INV=680.57(12" RCP W) INV=682.35(PLUGGED NORTH LINE) INV=680.75(10" PVC E) INV=682.52(8" PVC S)
6	RM=687.80'(STORM) 60" CONCRETE STRUCTURE INV=681.22(18" RCP E) INV=676.70(36" RCP S) INV=678.07(36" RCP W) WATER LEVEL @ 677.55'	24	RM=685.61'(STORM) 60" CONCRETE STRUCTURE INV=680.63(12" RCP W) INV=676.52(36" RCP N) INV=676.52(36" RCP SE) UNABLE TO GET INVERT OF 6" PVC PIPE FROM THE EAST
7	RM=689.88'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=678.07(36" RCP W)	25	RM=686.13'(STORM) 24" CONCRETE STRUCTURE INV=682.11(12" RCP W) INV=683.42(10" PVC E) INV=683.42(10" PVC SE)
8	RM=689.88'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=678.07(36" RCP W)	26	RM=684.58'(STORM) 24" CONCRETE STRUCTURE INV=681.38(12" RCP N & SE) INV=682.97(12" RCP S)
9	RM=689.88'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=678.07(36" RCP W)	27	RM=684.44'(STORM) 24" CONCRETE STRUCTURE INV=683.94(8" CPP E) INV=682.12(12" RCP S)
10	RM=689.88'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=678.07(36" RCP W)	28	RM=688.97'(SAN) 48" CONCRETE STRUCTURE INV=683.77(18" RCP E & W) INV=685.03(6" PVC S)
11	RM=689.88'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=678.07(36" RCP W)	29	RM=687.70'(STORM) 24" CONCRETE STRUCTURE INV=685.70(10" PVC W) INV=686.79(4" PVC S)
12	RM=689.88'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=678.07(36" RCP W)	30	RM=687.37'(STORM) 24" CONCRETE STRUCTURE INV=685.07(10" PVC E & W)
13	RM=689.88'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=678.07(36" RCP W)	31	RM=694.88'(SAN) 48" CONCRETE STRUCTURE INV=689.04(8" PVC E & W)
14	RM=689.88'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=678.07(36" RCP W)	32	RM=691.55'(SAN) 48" CONCRETE STRUCTURE INV=682.85(18" RCP N & S)
15	RM=689.88'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=678.07(36" RCP W)	33	RM=693.20'(SAN) 48" CONCRETE STRUCTURE INV=684.68(18" RCP N & S)
16	RM=689.88'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=678.07(36" RCP W)	34	RM=690.47'(STORM) 48" CONCRETE STRUCTURE NO LINES FOUND, FULL OF DEBRIS DEBRIS AT 684.22'
17	RM=689.88'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=678.07(36" RCP W)	35	RM=686.16'(STORM) 24" CONCRETE STRUCTURE INV=684.29(10" PVC NW)
18	RM=689.88'(STORM) 48" CONCRETE STRUCTURE INV=684.39(15" RCP E & W) INV=678.07(36" RCP W)		

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 Engineering with Precision, Pace and Passion.
 2875 Prairie Avenue, Hickory Hills, IL 60192
 T: 224.293.0333 F: 224.293.6444
 www.wtgroup.com
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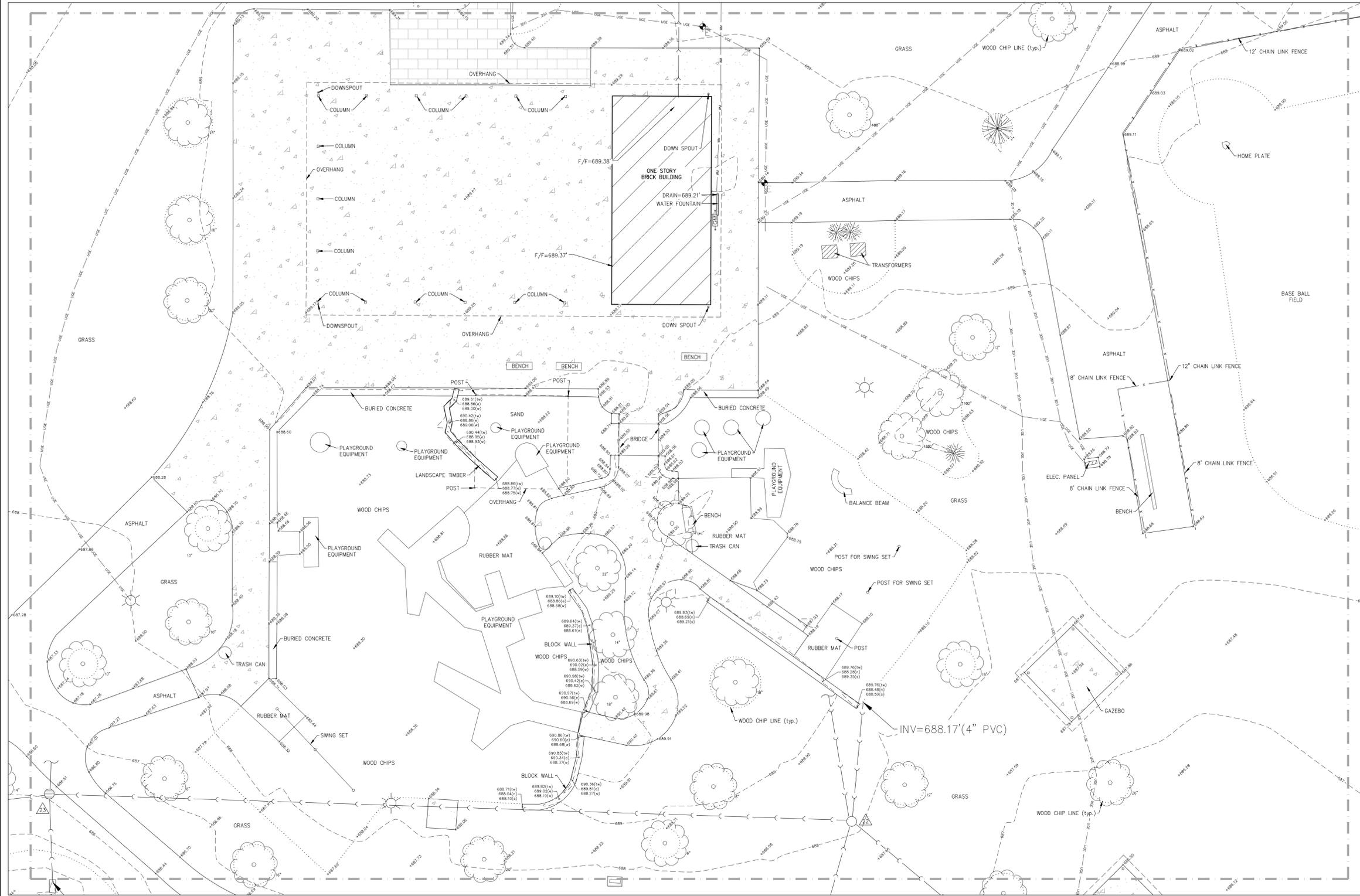
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 Engineering \ Design \ Consulting

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 28W415 FORESTVIEW AVENUE
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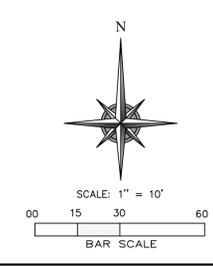
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SUR-2
 SHEET 2 OF 3
 BOUNDARY & TOPOGRAPHIC SURVEY

BOUNDARY & TOPOGRAPHIC SURVEY



- △ RIM=686.38'(STORM)
60" CONCRETE STRUCTURE
INV=676.45'(36" RCP N)
INV=676.29'(36" RCP S)
INV=683.41'(8" PVC W)
INV=679.18'(12" RCP E)
- △ RIM=687.50'(SANITARY)
60" CONCRETE STRUCTURE
INV=682.91'(18" RCP N & S)
- △ RIM=687.17'(STORM)
60" CONCRETE STRUCTURE
INV=676.84'(36" RCP N & S)
- △ RIM=687.80'(STORM)
60" CONCRETE STRUCTURE
INV=681.22'(18" RCP E)
INV=676.70'(36" RCP S)
INV=678.07'(36" RCP W)
WATER LEVEL @ 677.55'
- △ RIM=689.34'(STORM)
60" CONCRETE STRUCTURE
INV=678.74'(24" RCP N)
INV=678.03'(36" RCP SE)
- △ RIM=689.88'(STORM)
48" CONCRETE STRUCTURE
INV=684.88'(12" RCP N)
INV=687.97'(12" RCP W)
INV=684.88'(15" RCP E)
INV=685.29'(12" RCP SE)
- △ RIM=689.83'(SAN)
60" CONCRETE STRUCTURE
INV=683.63'(10" PVC N)
INV=684.06'(8" PVC W)
INV=683.23'(18" RCP E & S)
- △ RIM=695.95'(STORM)
60" CONCRETE STRUCTURE
INV=680.54'(12" RCP NW)
INV=679.95'(24" RCP N & S)
- △ RIM=687.26'(STORM)
33" STRUCTURE
INV=685.47'(12" RCP N)
INV=682.61'(12" RCP S)
INV=684.88'(4" PVC W)
- △ RIM=686.61'(STORM)
48" CONCRETE STRUCTURE
INV=682.11'(18" RCP W)
INV=682.21'(12" RCP N)
INV=683.42'(10" PVC E)
INV=683.42'(10" PVC SE)
- △ RIM=688.28'(STORM)
48" CONCRETE STRUCTURE
INV=684.39'(15" RCP E & W)
INV=684.39'(12" RCP N)
- △ RIM=687.73'(STORM)
24" CONCRETE STRUCTURE
INV=684.96'(12" CPP E)
INV=685.78'(12" RCP N & W)
- △ RIM=687.80'(STORM)
24" CONCRETE STRUCTURE
INV=684.60'(12" CPP S & W)
- △ RIM=689.69'(STORM)
24" CONCRETE STRUCTURE
INV=687.07'(10" RCP E)
- △ RIM=690.29'(STORM)
24" CONCRETE STRUCTURE
INV=686.47'(10" RCP E & W)
INV=688.70'(15" CPP NW)
INV=686.47'(12" RCP S)
- △ RIM=690.42'(STORM)
48" CONCRETE STRUCTURE
INV=684.27'(15" RCP E & W)
INV=684.96'(12" RCP N)
- △ RIM=689.80'(STORM)
24" CONCRETE STRUCTURE
INV=688.32'(10" RCP W)
- △ RIM=693.09'(STORM)
48" CONCRETE STRUCTURE
INV=685.09'(15" RCP W)
INV=690.42'(12" PVC N)
- △ RIM=692.77'(SAN)
48" CONCRETE STRUCTURE
INV=684.10'(18" RCP N & W)
- △ RIM=690.27'(STORM)
48" CONCRETE STRUCTURE
INV=684.20'(15" RCP E & W)
- △ RIM=684.97'(STORM)
24" CONCRETE STRUCTURE
INV=682.31'(8" PVC NW)
INV=682.31'(6" PVC NE)
- △ RIM=688.13'(STORM)
48" CONCRETE STRUCTURE
INV=684.65'(4" CPP SW)
INV=681.52'(8" PVC SE)
INV=686.77'(4" PVC NE)
INV=686.77'(4" PVC N)
INV=681.52'(10" PVC NW)
- △ RIM=686.02'(STORM)
48" CONCRETE STRUCTURE
INV=680.57'(12" RCP W)
INV=682.35'(PLUGGED NORTH LINE)
INV=680.75'(10" PVC E)
INV=682.52'(8" PVC S)
- △ RIM=685.61'(STORM)
60" CONCRETE STRUCTURE
INV=680.63'(12" RCP W)
INV=676.52'(36" RCP N)
INV=676.52'(36" RCP SE)
UNABLE TO GET INVERT OF
6" PVC PIPE FROM THE EAST
- △ RIM=686.13'(STORM)
24" CONCRETE STRUCTURE
INV=683.53'(12" RCP N)
INV=684.73'(12" RCP W)
- △ RIM=684.58'(STORM)
24" CONCRETE STRUCTURE
INV=681.38'(12" RCP N & SE)
INV=682.97'(12" RCP S)
- △ RIM=684.44'(STORM)
24" CONCRETE STRUCTURE
INV=683.94'(6" CPP E)
INV=682.12'(12" RCP S)
- △ RIM=688.97'(SAN)
48" CONCRETE STRUCTURE
INV=683.77'(18" RCP E & W)
INV=685.03'(6" PVC S)
- △ RIM=687.70'(STORM)
24" CONCRETE STRUCTURE
INV=685.70'(10" PVC W)
INV=686.79'(4" PVC S)
- △ RIM=687.37'(STORM)
24" CONCRETE STRUCTURE
INV=685.07'(10" PVC E & W)
- △ RIM=694.88'(SAN)
48" CONCRETE STRUCTURE

LEGEND					
—	PROPERTY LINE	○	UTILITY POLE	⊕	SOIL BORING
—	CENTER LINE	○	TYPICAL SIGN	⊕	TELEPHONE MANHOLE
---	EASEMENT LINE	○	MAILBOX	⊕	GUARDRAIL
---	BUILDING SETBACK	○	CLOSED MANHOLE	⊕	QUIRY WIRE ANCHOR
---	SECTION LINE	○	OPEN GRATE MANHOLE	⊕	CONTOUR LINE
---	RECORD DATA	○	BEEHIVE GRATE MANHOLE	⊕	EDGE GRAVEL/STONE
---	(XXX) TOP OF (CURB/RAIL, ETC.)	○	GUTTER FRAME MANHOLE	⊕	FENCE LINE
---	(XXX) SPOT GRADE	○	VALVE VAULT	⊕	FLARED END SECTION
---	(XXX) BOTTOM OF (GROUND, GUTTER/ETC.)	○	FIRE HYDRANT	⊕	STORM SEWER
○	CONCRETE	○	B-BOX / SERVICE VALVE	⊕	SANITARY SEWER
○	EVERGREEN/DECIDUOUS	○	POST LIGHT/GROUND LIGHT	⊕	COMBO SEWER
○	WITH SIZE IN NOTES	○	AREA LIGHT/POLE	⊕	WATER SERVICE LINE
○	SHRUB/SHRUB LINE	○	STREET LIGHT	⊕	WATER MAIN
○	MONITOR WELL	○	TRAFFIC SIGNAL	⊕	OVERHEAD LINE
○	GAS VALVE	○	MAST ARM SIGNAL	⊕	FIBER OPTIC LINE
○	UTILITY MARKINGS	○	HANDHOLE (electric/traffic)	⊕	GAS LINE
○	(tel,water,gas)	○	PEDESTAL (tele,elec,cable)	⊕	U.G. GAS LINE
		○		⊕	U.G. TELCO LINE
		○		⊕	U.G. ELECTRIC LINE



- SURVEY NOTES:**
- PERMANENT INDEX NUMBER (P.I.N. #): 07-02-107-001
 - THE LOCATION OF UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATION AND VISIBLE MARKINGS ONLY. ALL UTILITY LINES SHOWN WERE MARKED BY THE CITY OF WARRERNVILLE.
 - PROPERTY AREA: 6.281 ACRES (273,607 SQUARE FEET)
 - FIELD WORK COMPLETED ON JULY 19th, 2024
 - SURVEY PREPARED FOR: HITCHCOCK DESIGN GROUP
 - BUILDING TIES & DIMENSIONS SHOWN ARE MEASURED FROM THE OUTSIDE FACE OF THE BUILDING.
 - BASIS OF BEARINGS IS TRUE NORTH BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, ILLINOIS EAST 1201 ZONE.
 - ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

- SITE BENCHMARKS**
- SITE BENCHMARK #1** - CROSS CUT ON THE SOUTHEAST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FOREST VIEW DRIVE & WARREN AVENUE. ELEVATION=691.78' (NAVD88)
- SITE BENCHMARK #2** - CROSS CUT ON THE NORTHWEST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED ON THE SOUTH SIDE OF S. FOREST VIEW DRIVE BETWEEN WARREN AVENUE & RIVER ROAD. ELEVATION=691.04' (NAVD88)
- SITE BENCHMARK #3** - CROSS CUT ON THE SOUTHWEST UPPER FLANGE BOLT OF A FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF S. FORREST VIEW DRIVE & RIVER ROAD. ELEVATION=695.34' (NAVD88)

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WT GROUP
 Engineering with Precision, Pace and Passion.
 2875 Prichard Avenue Hickman Estates, IL 60192
 T: 224.293.6333 F: 224.293.6444
 www.wtgroup.com
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CERNY PARK
 28W415 FORESTVIEW AVENUE
 WARRERNVILLE, ILLINOIS

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