

ORDINANCE NO.2025-13

WARRENVILLE PARK DISTRICT

AN ORDINANCE AUTHORIZING THE GRANTING OF A PERPETUAL NON-EXCLUSIVE STORMWATER MANAGEMENT EASEMENT AT SESQUICENTENNIAL PARK AND DIRECTING THE EXECUTION AND DELIVERY OF A STORMWATER MANAGEMENT AGREEMENT IN CONJUNCTION THEREWITH

WHEREAS the Warrenville Park District (“District”) is a park district organized and operating under the provisions of the Illinois Park District Code (“Code”) as amended (70 ILCS 1205/1-1 et seq.) and all laws supplementary thereto and amendatory thereof; and

WHEREAS the District is empowered pursuant to Article 8-11 of the Illinois Park District Code (70 ILCS 1205/8-11 to grant licenses, easements, and right of ways to municipalities, corporations or persons for the construction, operation and maintenance of facilities upon, under or across any property of such district for water, sewer, telephone, electric, gas or other public service, subject to such terms and conditions as may be determined by the district); and

WHEREAS the City of Warrenville (“City”) has requested that the District grant a perpetual non-exclusive stormwater management easement to the City at Sesquicentennial Park; and

WHEREAS the District wishes to grant the requested easement to the City.

NOW, THEREFORE, BE IT AND THE SAME HEREBY IS ORDAINED AS FOLLOWS:

1. That the District grant a perpetual non-exclusive stormwater management easement to the City, pursuant to and in accordance with the provisions of a Stormwater Management Easement Agreement in the form attached hereto as Exhibit 1 and hereby made a part hereof (“the “Agreement”);

2. That the grant of said stormwater management easement be evidenced by the execution and delivery to the City of the Agreement by the President and Secretary of the Board of Commissioners, who are hereby authorized and

directed to do so on behalf of the District forthwith, in exchange for the execution of the Agreement by the City.

3. That all other ordinances of the District inconsistent or in conflict herewith are hereby repealed.

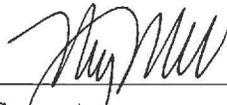
4. That this Ordinance shall be effective upon adoption.

ADOPTED this 16th day of October, 2025.



President
Board of Park Commissioners
Warrenville Park District
DuPage County, Illinois

ATTEST:



Secretary
Board of Park Commissioners
Warrenville Park District
DuPage County, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPAGE)

I, TIM REINBOLD, DO HEREBY CERTIFY that I am the duly appointed, qualified and acting Secretary of the Warrenville Park District and of the Board of Park Commissioners of the Warrenville Park District; and that I have access to and am custodian of the official Minutes of the Meetings of the Board of Park Commissioners and of the Warrenville Park District.

I DO FURTHER CERTIFY that the above and foregoing is a true and correct copy (duplicate) of a certain Ordinance entitled:

ORDINANCE NO.

WARRENVILLE PARK DISTRICT

AN ORDINANCE AUTHORIZING THE GRANTING OF A PERPETUAL NON-EXCLUSIVE STORMWATER MANAGEMENT EASEMENT AT SESQUICENTENNIAL PARK AND DIRECTING THE EXECUTION AND DELIVERY OF A STORMWATER MANAGEMENT AGREEMENT IN CONJUNCTION THEREWITH

That the foregoing was passed by the Board of Park Commissioners of said Warrenville Park District on the 16th day of October, 2025, and was on the same day approved by the Secretary of the Warrenville Park District; that it was filed and recorded in the office of the Secretary of the Warrenville Park District of which the foregoing is a true copy (duplicate) and is now on file in the office of such Secretary.

GIVEN under my hand and seal of the Warrenville Park District this 16th day of October, 2025.



Secretary

Warrenville Park District
DuPage County, Illinois

(SEAL)

PREPARED BY AND AFTER
RECORDING RETURN TO:
Thomas G. Hoffman
Law Office of Thomas
G. Hoffman
27 N. Wacker Drive, #410
Chicago, Illinois 60606

STORMWATER MANAGEMENT EASEMENT AGREEMENT

THIS AGREEMENT (“*Agreement*”) is dated as of this 16th day of October, 2025 (“*Effective Date*”), by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (“*City*”), and **WARRENVILLE PARK DISTRICT**, an Illinois municipal corporation and body politic (“*Owner*”) (collectively, the City and the Owner are the “*Parties*”).

IN CONSIDERATION OF the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the Parties and pursuant to the City's home rule powers, the Parties agree as follows:

SECTION 1. BACKGROUND.

A. The Owner is the owner of certain real estate commonly known as Sesquicentennial Park, Warrenville, Illinois and legally described in **Exhibit A**, attached to and made a part of this Agreement (“*Property*”).

B. Pursuant to the DuPage County Stormwater & Floodplain Ordinance, which has

been adopted by reference into the Warrenville City Code (“**Ordinance**”), the City has jurisdiction to enforce the Ordinance within the City’s corporate boundaries.

C. The Property is currently improved with, among other improvements, a sand volleyball court that the Owner desires to replace with a pickleball court (“**Impervious Improvement**”).

D. Pursuant to Section 15-63 of the Ordinance, the construction of the Impervious Improvement requires the Owner to install a Post Construction Best Management Practice for stormwater runoff (“**PCBMP**”) on the Property.

E. Section 15-55.D.1 of the Ordinance requires the Owner to dedicate sufficient permanent easement rights to any governmental unit having drainage or stormwater management jurisdiction over the property on which a PCBMP is located for the purpose of inspecting and maintaining the PCBMP,

F. The Owner and the City have determined that it is in their respective best interests to enter into this Agreement in order to provide the City with a sufficient property interest in the Property to comply with the Ordinance and fulfill the purposes described in this Agreement.

SECTION 2. MAINTENANCE BY OWNER. The Owner must maintain, operate and repair the PCMBP and the portions of the Property that contain the PCMBP, which portions are legally described and depicted on **Exhibit B**, attached to and made a part of this Agreement (collectively, the “**Stormwater Management Easement Premises**”) at all times in a manner consistent with this Agreement and the plans and specifications approved by the City (and upon request, furnish proof of compliance with the plans). No permanent building, or utility facilities shall be constructed on the Stormwater Management Easement Premises by the Owner, or the Owner's successors in interest.

SECTION 3. MAINTENANCE BY CITY. If after written notice, the Owner fails to maintain the Stormwater Management Easement Premises or the PCMBP as required by Section 2 of this Agreement and the Ordinance within 30 days, the City may perform the maintenance on the Stormwater Management Easement Premises and the PCMBP; provided, however, that the City may enter upon the Property and perform such maintenance work as should have been undertaken by the Owner, without notice to the Owner, in an emergency (e.g. where personal injury or material damage to property may be imminent). The Owner shall be liable for the cost of any maintenance performed by the City pursuant to this Agreement and must promptly reimburse the City for such costs, with interest at a statutory pre-judgment rate calculated from the date of expenditure, within 60 days after the City provides the Owner with a detailed invoice.

SECTION 4. GRANT OF EASEMENT. The Owner grants, conveys and dedicates to the City a perpetual non-exclusive easement in, at, over, along, across, through, upon and under the Stormwater Management Easement Premises, solely to inspect, maintain, and repair and replace the Stormwater Management Easement Premises and the PCMBP, together with all reasonable rights of ingress and egress over, along, across, and upon the Property necessary for the exercise of the rights granted in this Agreement.

SECTION 5. ENFORCEMENT. In addition to other remedies provided for in this Agreement, upon the Owner's failure to maintain the Stormwater Management Easement area (after notice where required as aforesaid) or to comply with the terms of this Agreement, the City shall be entitled to all remedies at law or equity to enforce this agreement, including all remedies for the abatement of a nuisance, which remedies shall be cumulative and not exclusive. If a judgment is entered against the Owner, the Owner shall pay all reasonable attorneys' fees and costs of the City. The City shall not be liable to the Owner or any party

claiming through the Owner for any damage caused by it in the performance of any maintenance undertaken pursuant to this agreement. Failure to enforce a right granted hereunder shall not be deemed a waiver of such right or any other rights hereunder. No party shall be liable for failure to enforce the provisions hereof.

SECTION 6. COVENANTS RUNNING WITH THE LAND. The easement and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are and will be easements, rights, restrictions, agreements and covenants running with the land, are to be recorded against the Property, and are binding upon and inure to the benefit of the Owner and the City and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Stormwater Management Easement Premises and all persons claiming under them. If any of the easements, rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of: (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such easements, rights, restrictions, agreements or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois.

SECTION 7. ASSIGNMENT OF RIGHTS. The Owner agrees that the City may assign its rights or delegate its duties under this Agreement to any assignee: (a) who is reasonably competent to exercise the rights granted herein and the obligations imposed herein; and (b) who makes adequate assurances to the Owner that any activity performed pursuant to such assignment or delegation will be conducted in a good and workmanlike manner.

SECTION 8. GENERAL PROVISIONS.

A. Notices. All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 10.A. The address of any party may be changed by written notice to the other Parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the City:

City of Warrenville 3S258 Manning Avenue
Warrenville, Illinois 60555
Attention: Philip Kuchler, Public Works Director

with a copy to:

Elrod Friedman LLP
350 N. Clark Street, 2nd Floor
Chicago, IL 60654
Attention: Brooke D. Lenneman
Email: brooke.lenneman@elrodfriedman.com

If to Owner:

Executive Director
Warrenville Park District
3S260 Warren Avenue
Warrenville, Illinois 60555

with a copy to:

Thomas G. Hoffman
27 N. Wacker Drive, #410
Chicago, Illinois 60606

B. Amendment. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by the Parties to this Agreement in accordance with all applicable statutory procedures.

C. Authority to Execute. The City hereby warrants and represents to the Owner that: (i) the persons executing this Agreement on its behalf have been properly authorized to do so by the City; (ii) the City has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement; (iii) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (iv) neither the execution of this Agreement nor the performance of the obligations assumed by the City will violate any statute, law, restriction, court order, or agreement to which the City is subject. The Owner hereby warrants and represents to the City that: (i) the Owner is the record and beneficial owner of fee simple title to the Property; (ii) no other person has any legal, beneficial, contractual, or security interest in the Property; (iii) the Owner has the full and complete right, power, and authority to enter into this Agreement, to agree to the terms, provisions, and conditions set forth in this Agreement, and to bind the Property as set forth in this Agreement; (iv) all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken; and (v) neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will violate any statute, law, restriction, court order, or agreement to which the Owner or the Property are subject.

D. Recording. The Owner will record this Agreement against the Property with the Office of the DuPage County Recorder's Office promptly following the full execution of this Agreement by the Parties.

E. **Non-Waiver.** The City and the Owner will be under no obligation to exercise any of the rights granted to each of them in this Agreement. The failure of any party to exercise at any time any right granted to such party is not to be deemed or construed to be a waiver of that right, nor will the failure void or affect any party's right to enforce that right or any other right.

F. **Interpretation.** This Agreement is to be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though the Parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party is not applicable to this Agreement.

G. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the easements granted pursuant to this Agreement. All representations and warranties contained in this Agreement will survive the expiration and termination of the permanent and temporary easement rights herein granted.

IN WITNESS WHEREOF, the City and Owner have caused this Agreement to be executed as of the Effective Date by their respective duly authorized representatives.

[SIGNATURE PAGE FOLLOWS]

ATTEST:

WARRENVILLE PARK DISTRICT



Tim Reinbold, Secretary



Denise DiCianni, President

ATTEST:

CITY OF WARRENVILLE

Julie Clark, City Clerk

Cristina White, City Administrator

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

This instrument was acknowledged before me on _____, 2025, by Cristina White, City Administrator of the City of Warrenville, an Illinois municipal corporation, and by Julie Clark, the City Clerk of said municipal corporation.

Signature of Notary

SEAL
My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

This instrument was acknowledged before me on October 16th, 2025, by Denise DiCianni, President of the Board of Commissioners of Warrenville Park District, an Illinois municipal corporation and body politic, and by Tim Reinbold, the Secretary of said municipal corporation.

Penny S Thrawl

Signature of Notary

SEAL
My Commission expires: 7/12/2027

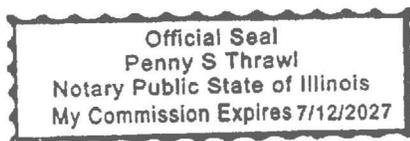


EXHIBIT A

Legal Description of the Property

A TRIANGLE IN THE EAST HALF OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY AND ADJOINING THE FORMER 100 FOOT RIGHT OF WAY OF THE CHICAGO AURORA AND ELGIN RAILROAD, NORTHERLY OF THE CENTER LINE OF WILLIAMS ROAD (NOW WARRENVILLE ROAD); AND WESTERLY OF THE WEST LINE OF LAND FORMERLY OWNED BY ALICE P. COLEMAN, IN DUPAGE COUNTY, ILLINOIS

LOCATED AT THE NORTHEAST CORNER OF WARRENVILLE ROAD AND ILLINOIS PRAIRIE PATH TRAIL IN THE CITY OF WARRENVILLE, ILLINOIS 60555

Permanent Real Estate Index No.04-34-401-001

EXHIBIT B

Legal Description and Depiction of the Stormwater Management Easement

THAT PART OF THE EAST HALF OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF THE FORMER 100 FOOT RIGHT OF WAY OF THE CHICAGO AURORA AND ELGIN RAILROAD WITH THE WESTERLY LINE OF THE LAND FORMERLY OWNED BY ALICE P. COLEMAN, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1 OF KAY NELSON - PLYMOUTH TUBE RESUBDIVISION RECORDED AS DOCUMENT R90-134219; THENCE SOUTH 04 DEGREES 54 MINUTES 35 SECONDS WEST ALONG SAID WESTERLY LINE ALSO BEING THE WEST LINE OF SAID LOT 1, A DISTANCE OF 72.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 95.00 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 14 SECONDS WEST, A DISTANCE OF 16.00 FEET; THENCE NORTH 01 DEGREES 17 MINUTES 16 SECONDS EAST, A DISTANCE OF 95.00 FEET; THENCE SOUTH 88 DEGREES 46 MINUTES 22 SECONDS EAST, A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

LOCATED AT THE NORTHEAST CORNER OF WARRENVILLE ROAD AND ILLINOIS PRAIRIE PATH TRAIL IN THE CITY OF WARRENVILLE, ILLINOIS 60555

Permanent Real Estate Index No.04-34-401-001

EXISTING IMPERVIOUS AREA= 0 SF
 PROPOSED PICKLEBALL COURT IMPERVIOUS AREA= 4,480 SF
 PROPOSED PATH EXTENSION= 50 SF
 TOTAL NEW IMPERVIOUS AREA= 4,530 SF
 NET NEW IMPERVIOUS AREA= 4,530 SF

REQUIRED PCBMP VOLUME=
 4,530 SF X 1.25"/12" = 472 CF
 PROVIDED PCBMP VOLUME= 476 CF

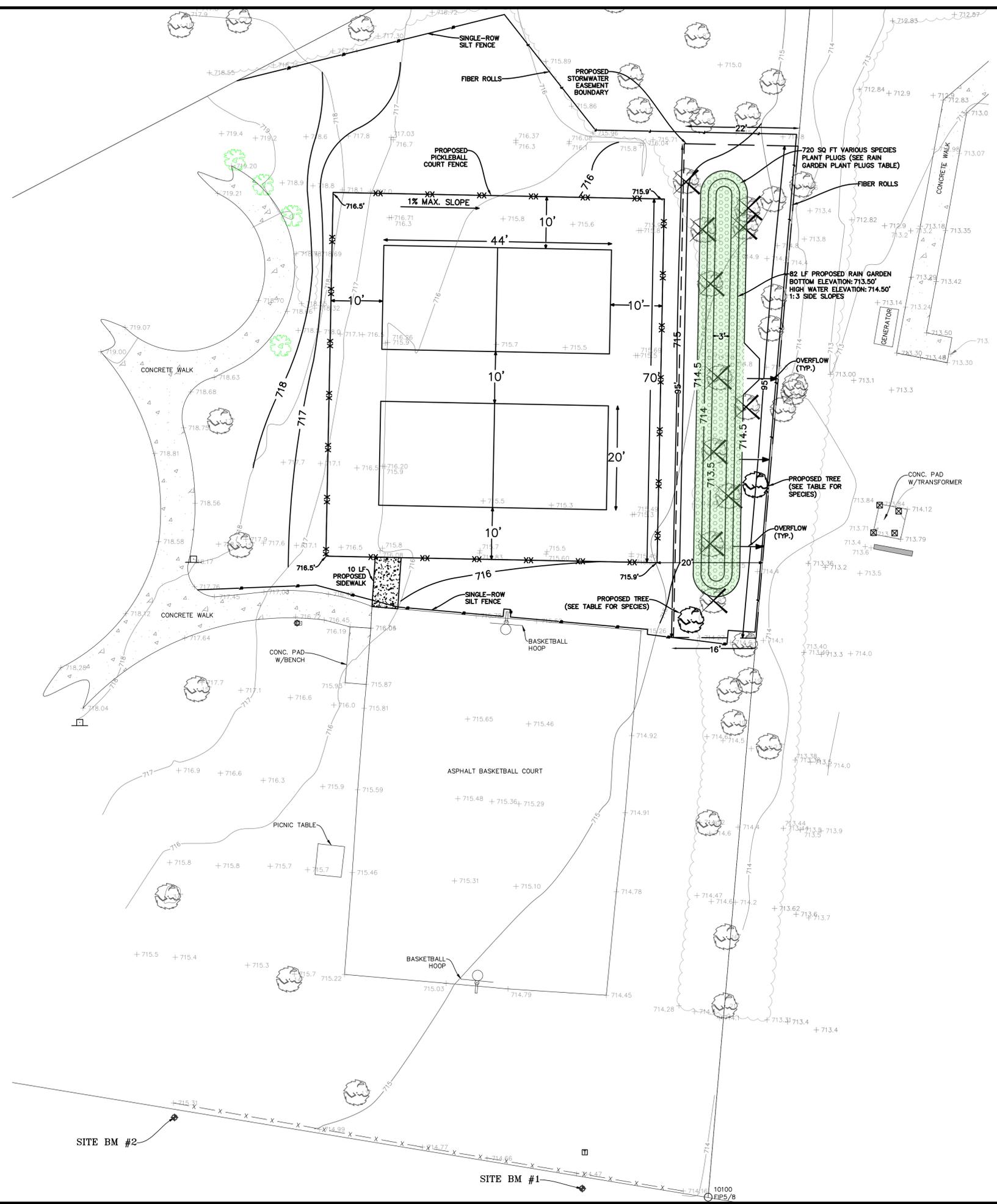
Tree Plantings		
Scientific Name	Common Name	Qty.
<i>Carpinus caroliniana</i>	Blue Beech	2
Rain Garden Plant Plugs		
Scientific Name	Common Name	Qty.
<i>Carex muskingumensis</i>	Palm Sedge	150
<i>Carex vulpinoidea</i>	Foxtail Sedge	150
<i>Echinacea purpurea</i>	Purple Coneflower	50
<i>Iris virginica</i>	Blue Flag	25
<i>Liatris spicata</i>	Marsh Blazingstar	25
<i>Lobelia cardinalis</i>	Cardinal Flower	50
<i>Lobelia siphilitica</i>	Great Blue Lobelia	50
<i>Penstemon digitalis</i>	Foxglove Beard Tongue	50
<i>Physostegia virginiana</i>	False Dragonhead	25
<i>Pycnanthemum tenuifolium</i>	Mountain Mint	20
<i>Rudbeckia triloba</i>	Black Eyed Susan	25
<i>Symphotrichum novae-angliae</i>	New England Aster	50
<i>Tradescantia ohiensis</i>	Spiderwort	25
<i>Zizia aurea</i>	Golden Alexander	25
TOTAL		720

Plugs planted on 16" centers in odd numbered drifts of 3-7

NOTE:
 THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE PLACED AT THE PARK ENTRANCE BETWEEN THE CHAIN-LINK FENCE LOCATED AT THE R.O.W. BOUNDARY. (SEE GENERAL NOTES SHEET)

NOTE:
 SINGLE-ROW SILT FENCE AND FIBER ROLL WILL BE INSTALLED BY WARRENVILLE PARK DISTRICT.

NOTE: SEED AND BLANKET WILL BE FURNISHED AND INSTALLED BY WARRENVILLE PARK DISTRICT



0 10' 20'
 SCALE: 1"=10'

LEGEND

- *—*— = PROP. PICKLEBALL COURT FENCE
- - - = PROP. EASEMENT LINE
- SF- = SINGLE-ROW SILT FENCE
- F- = FIBER ROLLS
- = EX. PROPERTY LINE
- = EX. BUILDING LINE
- - - = EX. CHAIN-LINK FENCE
- = EX. CONCRETE CURB & GUTTER
- = EX. TREE/BRUSH LINE
- = EX. 1 FOOT CONTOURS
- ⊙ = FOUND IRON PIPE OR ROD
- ⊕ = EX. ELECTRICAL METER
- ⊕ = EX. GAS METER
- ⊕ = EX. WATER METER
- ⊕ = EX. AIR CONDITIONING UNIT
- +700.00 = EX. SPOT ELEVATION
- ☀ = EX. CONIFEROUS TREE
- ☀ = EX. DECIDUOUS TREE
- ✕ = TREE REMOVAL
- ⊕ = PROP. TREE
- ⊕ = PROP. RAIN GARDEN PLANT PLUGS

ABBREVIATIONS

- A = ARC LENGTH
- B.S.L. = BUILDING SETBACK LINE
- CH = CHORD
- CONC. = CONCRETE
- DOC. = DOCUMENT
- E = EAST
- FIP = FOUND IRON PIPE
- FIR = FOUND IRON ROD
- INV. = INVERT
- N = NORTH
- R = RADIUS
- R.C.P. = REINFORCED CONCRETE PIPE
- R.O.W. = RIGHT OF WAY
- S = SOUTH
- W = WEST
- T/PIPE = TOP OF PIPE
- (XXX.XX) = RECORD INFORMATION
- XXX.XX = MEASURED INFORMATION

SITE BENCHMARKS

SITE BENCHMARK (BM) #1
 CUT CROSS IN SIDEWALK APPROXIMATELY 38' SOUTH OF THE SOUTHEAST CORNER OF THE BASKETBALL COURT.
 ELEV: 714.42 (NAVD 88)

SITE BENCHMARK (BM) #2
 CUT CROSS IN SIDEWALK APPROXIMATELY 43' SOUTHWEST OF THE SOUTHWEST CORNER OF THE BASKETBALL COURT.
 ELEV: 715.21 (NAVD 88)

P.E. SIGNATURE: *[Signature]*

ENGINEERING RESOURCE ASSOCIATES

Marty J. Michalisko, P.E.
 IL. P.E. NO. 062-058762
 Expires: November 30, 2025

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186
 LICENSE EXPIRES APRIL 30, 2027