

FRED BUCHOLZ

DUPAGE COUNTY RECORDER
421 NORTH COUNTY FARM ROAD
WHEATON, IL 60187

(630)407-5400



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

OCT.06,2016

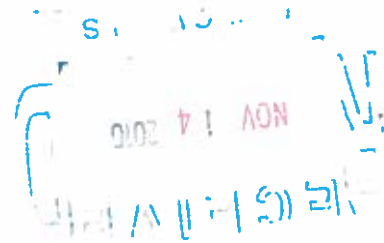
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RECORDING COVER PAGE



*Please note – This cover page has been attached to the document for recording purpose.
It is a permanent part of the document and has been included in the page count.



**Forest Preserve District
of DuPage County**

35580 Naperville Road
P.O. Box 5000
Wheaton, IL 60189

630.933.7200
Fax 630.933.7204
TTY 800.526.0857
dupageforest.org

September 6, 2016

SEP 12 2016

Ray Schwab
Civil Engineer II
Village of Lombard
255 E Wilson Ave.
Lombard, IL 60148

Dear Ray:

Enclosed please find the Village's original signed Easement Agreement. Reminder, per Paragraph 13.4 the Village is responsible for recording this document. After recording, please forward a copy of the recorded agreement to me.

Should you have any questions, please call me at: 630-933-7235.

Sincerely,

Kevin Stough
Land Preservation Manager

Encl.

**Prepared by and return to:
Forest Preserve District of
DuPage County
C/O Executive Director
P.O. Box 5000
Wheaton, IL 60189-5000**

**AN EASEMENT AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF
DUPAGE COUNTY AND THE VILLAGE OF LOMBARD FOR STORM SEWERS
IN THE CHURCHILL WOODS FOREST PRESERVE**

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, a body politic and corporate, hereinafter referred to as the "FOREST PRESERVE DISTRICT," and the Village of Lombard, a body politic and corporate, hereinafter referred to as the "VILLAGE,"

WITNESSETH:

WHEREAS, the FOREST PRESERVE DISTRICT owns Churchill Woods Forest Preserve (hereinafter referred to as "Churchill Woods"); and

WHEREAS, the VILLAGE was granted licenses in 1973 and 1975 for the construction of storm sewers within Churchill Woods and such licenses have expired; and

WHEREAS, the VILLAGE desires to construct an electrical conduit adjacent to the existing storm sewers for the installation of electrical wires that will operate a gauge for monitoring the East Branch DuPage River; and

WHEREAS, the VILLAGE requests the granting of an easement within Churchill Woods for the existing storm sewers and proposed electrical conduit; and

WHEREAS, the FOREST PRESERVE DISTRICT and VILLAGE are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the "Transfer Act"; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, in accordance with Section 2 of the Transfer Act, the VILLAGE, pursuant to a duly passed ordinance, has determined that it is necessary to acquire an easement for the existing storm sewers and electrical conduit over a portion of Churchill Woods; and

WHEREAS, the FOREST PRESERVE DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant the VILLAGE an easement for the storm sewers subject to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the parties agree as follows:

1.0 INCORPORATION OF RECITALS

1.1 The recitals set forth above are incorporated herein and made a part hereof.

2.0 EASEMENT GRANTED

2.1 The FOREST PRESERVE DISTRICT hereby grants, releases, conveys, assigns and quit claims a non-exclusive easement to the VILLAGE in, on, upon, over, through, across and under that portion of Churchill Woods (hereinafter referred to as "Easement Premises") legally described and depicted on the Easement Exhibit attached hereto and incorporated herein as EXHIBIT "A" and on the terms and conditions as provided for in this Agreement.

2.3 The easement granted within the Easement Premises shall expire ninety-nine (99) years from the date of execution of this Agreement.

3.0 PURPOSE OF EASEMENT/SCOPE OF PROJECT

3.1 The easement being requested by the VILLAGE within Churchill Woods is for the existing storm sewers and to reconstruct, replace, remove, repair alter, inspect, maintain and operate the existing storm sewers, and to clear, trench for, install, construct, reconstruct, replace, remove, repair, alter, inspect, maintain and operate an electrical conduit that will serve a gauge for monitoring the East Branch of the DuPage River (the activities related to the electrical gauge shall hereinafter be referred to as the "PROJECT")

3.2 The VILLAGE shall design, permit, construct and maintain the proposed electrical conduit to be located within the Easement Premises. Implementation of the PROJECT shall be in accordance with the plan drawings, dated April 29, 2016, (hereinafter referred to as the "Final Plan") prepared by Christopher B. Burke Engineering LTD. The Final Plan shall be deemed incorporated herein by reference but without attaching said document hereto due to its size.

3.3 The VILLAGE shall pay all fees and costs necessary to design, permit, construct and implement the PROJECT and as provided for in this Agreement.

4.0 FOREST PRESERVE DISTRICT RIGHTS AND RESPONSIBILITIES

4.1 The FOREST PRESERVE DISTRICT may review and issue comments to the VILLAGE regarding the Final Plans within ten (10) days of receipt thereof.

4.2 The FOREST PRESERVE DISTRICT shall provide appropriate staff representative(s) and/or consultant(s) to attend the final inspection of the PROJECT and any annual field inspections, as scheduled and coordinated by the VILLAGE. The VILLAGE shall, in an appropriate and timely manner, properly address and correct any noted PROJECT deficiencies that are determined to exist in any part or component of the PROJECT.

4.3 The FOREST PRESERVE DISTRICT shall bear its own expenses related to the use of its employees or consultants for any review, site inspections, meeting attendance or the preparation and issuance of any comments provided for in this AGREEMENT.

5.0 FEES AND COSTS

5.1 The VILLAGE shall pay the fees and costs as provided for in this Agreement. The easement fees to be paid by the VILLAGE to the FOREST PRESERVE DISTRICT for the granting of the easement shall be based on the market value of the Easement Premises

in accordance with the FOREST PRESERVE DISTRICT's Easement and License Ordinance (No. 96-096). The market value of the Easement Premises has been determined to be \$1,650.00. There are no trees within the Easement Premises and as such, no tree removal fees. The total fee owed by the VILLAGE is \$1,650.00 and shall be paid to the FOREST PRESERVE DISTRICT prior to the FOREST PRESERVE DISTRICT's execution of this Agreement.

- 5.2 The VILLAGE acknowledges that this Agreement is contingent upon the FOREST PRESERVE DISTRICT receiving the fees and expenses outlined above and that, notwithstanding anything in this Agreement to the contrary, the failure of the VILLAGE to pay the total amount owed shall constitute grounds for the immediate suspension or termination of the rights granted by this Agreement.

6.0 PERMITS AND APPROVALS

- 6.1. The VILLAGE shall complete the design of the PROJECT, including all plan sets, drawings, specifications and cost estimates necessary to publicly solicit bids for the PROJECT. The FOREST PRESERVE DISTRICT may review and issue comments to the VILLAGE regarding the Final Plans within ten (10) business days of receipt thereof in accordance with paragraph 4.0 above. The VILLAGE agrees to cooperate with the FOREST PRESERVE DISTRICT regarding any significant proposed changes, alterations, or modifications to the Final Plans including, but not limited to any field adjustments or change orders, by providing reasonable advance notification and opportunity for review and comment.
- 6.2 The VILLAGE shall obtain all necessary permits or other approvals required for the construction of the PROJECT. The VILLAGE shall also comply with all applicable federal, state and local laws, rules and regulations (including, but not limited to, those relating to safety) whenever it performs any work on the Easement Premises or exercises any rights conferred under this Agreement.
- 6.3 The VILLAGE agrees to provide the FOREST PRESERVE DISTRICT with as-built record drawings of the PROJECT within ninety (90) days following completion of the construction.

7.0 INSURANCE

- 7.1 Before beginning construction of the PROJECT, each contractor engaged to perform any work on the Easement Premises shall obtain the following insurance coverages, which shall be maintained in force until the VILLAGE has furnished the FOREST PRESERVE DISTRICT with a letter certifying that all construction and restoration work has been completed:
- (a) Workers' Compensation Insurance with limits as required by the applicable statutes of the State of Illinois.
 - (b) Employer's Liability Insurance with limits as required by the applicable statutes of the State of Illinois
 - (c) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence bodily injury/ property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The Commercial General Liability policy shall include, but not be limited to, the following:
 - (i) premises/operations coverage;
 - (ii) products/completed operations coverage;
 - (iii) contractual liability coverage (specifically covering the indemnification obligations referred to in paragraph 15);

- (iv) personal injury coverage (with the employment exclusion deleted);
- (v) broad form property damage coverage;
- (vi) explosion, collapse and underground coverage; and
- (vii) independent contractor liability coverage.

The policy of Commercial General Liability Insurance shall provide "occurrence" based coverage and shall include an endorsement naming the FOREST PRESERVE DISTRICT as additional insured.

- (d) Comprehensive Motor Vehicle Liability Insurance with limits of not less than \$2,000,000 each accident bodily injury/property damage combined single limit.

7.2 The coverage limits specified in subparagraphs (c) and (d) may be satisfied through a combination of primary and excess insurance. The foregoing insurance coverages shall be provided by companies authorized to transact business in the State of Illinois and acceptable to and approved by the FOREST PRESERVE DISTRICT. The VILLAGE shall provide the FOREST PRESERVE DISTRICT with a Certificate of Insurance for each of the coverages specified above and, if requested, copies of the policies issued by the insurers prior to the commencement of any work on the Easement Premises. Each certificate and policy shall provide that no cancellation or modification of the policy will occur without at least 30 days' prior written notice to the FOREST PRESERVE DISTRICT. The VILLAGE shall not allow any contractor to commence work on the Easement Premises until all the insurance coverages required under this paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the FOREST PRESERVE DISTRICT. Each contract between the VILLAGE and a contractor performing work on the Easement Premises shall provide that the FOREST PRESERVE DISTRICT is intended as a third-party beneficiary of the insurance obligation that is required of the contractor under this paragraph.

7.3 The insurance requirements set forth in paragraph 7.0 shall apply to the initial construction of the PROJECT. Thereafter, if the VILLAGE engages the services of an independent contractor to perform any maintenance, repair or other work on the Easement Premises, the VILLAGE shall notify the FOREST PRESERVE DISTRICT in writing of the nature of the work and shall obtain from the independent contractor such insurance coverages as the FOREST PRESERVE DISTRICT deems reasonably necessary for its protection. Evidence of such insurance shall be in a form satisfactory to the FOREST PRESERVE DISTRICT. No independent contractor shall be permitted to perform any work on the Easement Premises unless the required insurance has been obtained and satisfactory evidence thereof furnished to the FOREST PRESERVE DISTRICT.

7.4 The VILLAGE shall procure and maintain during the term of this Agreement a policy of Commercial General Liability Insurance providing coverage for bodily injury and property damage claims arising on or from the use of the Easement Premises. The policy shall (a) provide "occurrence" based coverage; (b) be issued by a company authorized to transact business in this State under the Illinois Insurance Code and acceptable to the FOREST PRESERVE DISTRICT; (c) include an endorsement naming the FOREST PRESERVE DISTRICT as an additional insured; (d) include contractual liability coverage; and (e) not be subject to cancellation or modification without at least 30 days' written notice to the FOREST PRESERVE DISTRICT, unless otherwise agreed to in writing between the VILLAGE and FOREST PRESERVE DISTRICT. The VILLAGE shall provide evidence of said insurance coverage throughout the term of this Agreement by furnishing the FOREST PRESERVE DISTRICT with a current Certificate of Insurance and, if requested, a certified copy of the policy issued by the insurer. Unless otherwise agreed to in writing between the VILLAGE and FOREST PRESERVE DISTRICT during the first five years of this Agreement, the Commercial General

Liability policy shall have limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. Thereafter, the FOREST PRESERVE DISTRICT shall have the right every five years to require such coverages and limits as are comparable to those specified above, taking into account inflation, or to require such other coverages and limits as may be necessary to carry out the intent of this paragraph.

8.0 CONSTRUCTION ACTIVITY

- 8.1 During the construction of the PROJECT, all construction activity shall be confined within the Easement Premises, including, but not limited to, the movement and storage of equipment and materials. All trees, stumps, and other debris resulting from the work or the subsequent maintenance or repair of the storm sewers and/or the electrical conduit shall be legally disposed of off of FOREST PRESERVE DISTRICT property. No construction personnel shall be permitted outside the designated areas while engaged in construction activities. After the completion of the PROJECT, all subsequent maintenance and repair work on the storm sewers and/or the electrical conduit shall be confined to the Easement Premises.
- 8.2 The FOREST PRESERVE DISTRICT shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to the construction of the PROJECT or any subsequent maintenance or repair work performed on the Easement Premises. In no event shall the FOREST PRESERVE DISTRICT be responsible for or have any obligation with respect to the safety of any person performing work on the Easement Premises, including, but not limited to, the employees of the VILLAGE or of any contractor, subcontractor, agent or consultant.
- 8.3 The VILLAGE shall take such measures as are necessary to ensure that the Easement Premises are maintained in a reasonably safe condition during construction of the PROJECT and during any subsequent maintenance or repair work performed thereon. Such measures shall include the installation of appropriate barricades and warning signs, and the strict enforcement of all applicable safety rules and regulations.
- 8.4 In the event the VILLAGE, its employees or agents, or any contractor or subcontractor engaged to perform work on the Easement Premises causes any damage to trees, shrubs, or other vegetation or landscaping, or any improvements lying outside the boundaries thereof, the VILLAGE shall pay the cost of replacement in the case of trees, shrubs or other vegetation, and in the case of landscaping or improvements, shall pay the cost of restoration and repair. Said costs shall be calculated at current replacement costs as determined by the FOREST PRESERVE DISTRICT for all material, labor and incidentals necessary for a complete restoration and repair. In addition to paying for the cost of restoration and repair, the VILLAGE shall pay the FOREST PRESERVE DISTRICT an amount equal to 15 percent of the cost of restoration and repair for administrative and supervision expenses.

9.0 RESTORATION

- 9.1 Following the construction of the PROJECT, all areas affected or disturbed by the construction shall be restored according to the FOREST PRESERVE DISTRICT's specifications. In order to ensure that all affected areas are properly restored, the VILLAGE shall provide the FOREST PRESERVE DISTRICT with a performance/restoration deposit in the amount of \$2,000.00 in the form of a certified or cashier's check made payable to the FOREST PRESERVE DISTRICT. The performance/restoration deposit shall be submitted to the FOREST PRESERVE DISTRICT prior to the execution of this Agreement by the FOREST PRESERVE DISTRICT. All restoration work shall be subject to the FOREST PRESERVE

DISTRICT's acceptance. The performance/restoration deposit shall be refunded, without interest, upon the satisfactory performance of the restoration of all affected areas and the acceptance thereof by the FOREST PRESERVE DISTRICT.

- 9.2 If the VILLAGE fails to properly restore the Easement Premises or fails to restore any damage occurring outside the boundaries thereof as required under paragraph 8.4 within 30 days of service of the FOREST PRESERVE DISTRICT's written demand for the restoration work, the FOREST PRESERVE DISTRICT shall have the right to take such action as it deems necessary to perform the restoration or corrective work, which shall include the authority to (a) perform the work with its own personnel; (b) engage the services of an independent contractor to perform the work; and (c) utilize the performance/restoration deposit deposited with the FOREST PRESERVE DISTRICT to pay all costs and expenses for the restoration or corrective work. If the cost of the restoration or corrective work exceeds the amount of the performance/restoration deposit, the VILLAGE shall reimburse the FOREST PRESERVE DISTRICT for the excess costs within 30 days of service of the FOREST PRESERVE DISTRICT's written demand for payment.
- 9.3 The requirements of this paragraph, including the acceptance of all restoration work by the FOREST PRESERVE DISTRICT, shall also apply to any operation, maintenance, repair or replacement work performed on the Easement Premises during the term of this Agreement, except that the amount of the performance/restoration deposit shall be determined by the FOREST PRESERVE DISTRICT's Executive Director on a case-by-case basis.

10.0 INDEMNIFICATION

- 10.1 To the extent permitted by law, the VILLAGE shall defend, save, and hold harmless the FOREST PRESERVE DISTRICT, its elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the work related to the construction of the PROJECT or the performance of any subsequent repair, maintenance or other work on the Easement Premises, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of the VILLAGE or its contractors, subcontractors, engineers, consultants, employees, or agents. In the event any person or entity obtains a judgment or settlement against the FOREST PRESERVE DISTRICT or any of its elected officials, officers, employees or agents, by reason of any negligent or intentional act or omission on the part of the VILLAGE or its contractors, subcontractors, consultants, employees or agents, the VILLAGE shall promptly, to the extent allowed by law, indemnify the FOREST PRESERVE DISTRICT or the elected official, officer, employee or agent, as the case may be, in the amount of said judgment or settlement and for all costs and expenses related thereto, including, without limitation, reasonable attorney and expert witness fees. The VILLAGE shall not be responsible for reimbursing the FOREST PRESERVE DISTRICT for any settlement related to this Agreement unless the VILLAGE, through its corporate authorities, agrees to all settlement terms prior to any settlement agreement being executed by the FOREST PRESERVE DISTRICT. Further, the VILLAGE shall have the sole discretion to appoint counsel of its choice to defend the FOREST PRESERVE DISTRICT pursuant to the VILLAGE'S obligations under this Agreement.
- 10.2 To the extent permitted by law, the VILLAGE shall also defend, save, hold harmless and indemnify the FOREST PRESERVE DISTRICT from any and all claims, liabilities,

causes of action, losses and damages that may arise or be claimed by any person or entity for bodily injury, sickness, death or property damage, or for any other claim or suit of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, any defect in the VILLAGE caused by defective materials, workmanship or construction methods.

- 10.3 The obligation on the part of the VILLAGE to defend, hold harmless and indemnify the FOREST PRESERVE DISTRICT shall survive the expiration or termination of this Agreement.
- 10.4 The VILLAGE shall require each contractor who performs any work on the Easement Premises (whether such work is related to the initial construction of the PROJECT or any subsequent major repair, reconstruction, restoration or maintenance thereof), to defend, hold harmless and indemnify the FOREST PRESERVE DISTRICT to the same extent as required of the VILLAGE under paragraph 10.0, and the VILLAGE shall include in all of its contracts a statement expressly declaring the FOREST PRESERVE DISTRICT to be a third-party beneficiary of the indemnification provision.
- 10.5 The VILLAGE shall promptly pay all costs and expenses relating to the construction of the PROJECT or to any subsequent maintenance or repair work performed on the storm sewers and shall not allow any liens on FOREST PRESERVE DISTRICT property as a result of the work. To the extent permitted by law, the VILLAGE shall defend, indemnify and hold the FOREST PRESERVE DISTRICT harmless from any and all liens, costs and expenses arising from any work performed under this Agreement.

11.0 BREACH OF AGREEMENT

- 11.1 If a party reasonably believes that a breach of this Agreement has occurred or is occurring, the party shall serve written notice thereof upon the party committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The party alleged to have committed the breach shall have 30 days within which to cure the violation. If the party in violation is the VILLAGE and the VILLAGE fails to cure the breach within the 30-day period, this Agreement shall automatically terminate 90 days from the date of service of the aforementioned written notice, provided that the 30-day cure period shall be extended for a reasonable time if the breaching party has undertaken to cure the breach within the 30-day period and continues to diligently and in good faith to complete the corrective action. If termination is by the FOREST PRESERVE DISTRICT as a result of a breach by the VILLAGE, the VILLAGE shall vacate the Easement Premises and restore the property to its original condition, provided that it shall be solely within the FOREST PRESERVE DISTRICT's discretion concerning whether the VILLAGE shall be required to remove the storm sewers.
- 11.2 Action by either party to effectuate a termination shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.
- 11.3 A waiver by either party of any breach of one or more of the terms of this Agreement on the part of the other party shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of a party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping a party from enforcing full compliance with the provisions set forth herein. No delay, failure or omission of a party to exercise any right, power, privilege or option arising from a breach shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the parties shall be construed as being exhausted by the exercise thereof in one or more

instances. The rights, power, privileges and remedies given the parties under this Agreement and by law shall be cumulative.

12.0 NOTICES

12.1 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the FOREST PRESERVE DISTRICT shall be directed to the Executive Director, Forest Preserve District of DuPage County - if personally served: 3S580 Naperville Road, Wheaton, IL 60187; if sent by mail: P.O. Box 5000, Wheaton, IL 60189-5000; if sent by facsimile: 630-933-7093; if sent by e-mail: forest@forestpreserve.org. Notices served upon the VILLAGE shall be directed to the Public Works Director, Village of Lombard - if sent by mail: Public Works Department, Attention: Public Works Director, 255 East Wilson Avenue, Lombard, IL 60148, if sent by facsimile: 630-620-5982 if sent by e-mail: publicworks@villageoflombard.org. Notices served personally, by facsimile or by e-mail transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Notwithstanding anything to the contrary, any notice by a party alleging a breach of this Agreement shall be either served personally or by certified or registered mail as set forth above. Either party may designate a new location for service of notices by serving notice of the change in accordance with the requirements of this paragraph.

13.0 MISCELLANEOUS PROVISIONS

- 13.1 All rights, title and privileges herein granted for the Easement Premises, including all benefits and burdens, shall run for the term of ninety-nine (99) years and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.
- 13.2 The FOREST PRESERVE DISTRICT hereby reserves the right to use, or permit to be used, the Easement Premises in any manner that will not prevent or materially interfere with the exercise by the VILLAGE of the rights granted herein.
- 13.3 If either party initiates any legal proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the prevailing party (as determined by the court) shall be entitled to recover its reasonable costs and expenses incurred in connection with said proceeding or action, including, but not limited to, reasonable expert witness and attorney fees.
- 13.4 The VILLAGE shall be responsible for recording this Agreement, at its expense, in the Office of the Recorder of Deeds, DuPage County, and for providing the FOREST PRESERVE DISTRICT with a recorded copy.
- 13.5 The provisions set forth herein represent the entire agreement between the parties and supersede any previous oral or written agreements, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all parties.
- 13.6 This Agreement shall be executed in duplicate, and each party shall retain a fully executed original, all of which shall be deemed to be one Agreement.
- 13.7 Nothing contained in this Agreement, including, but not limited to the indemnification provisions of Section 10.0, is intended to be, nor shall operate as, a waiver by the VILLAGE or the FOREST PRESERVE DISTRICT of the rights, defenses and

immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS WHEREOF, the Parties have entered into this AGREEMENT as of the 6th day of September, 2016.


**FOREST PRESERVE DISTRICT OF
DU PAGE COUNTY**

BY: 
Joseph Cantore, President

ATTEST: 
Judith Malahy, Secretary

VILLAGE OF LOMBARD

BY: 
Keith Giagnorio, Village President

ATTEST: 
Sharon Kuderna, Village Clerk

