AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF DUPage COUNTY AND THE GLEN ELLYN PARK DISTRICT PROVIDING FOR THE CONVEYANCE OF CERTAIN FOREST PRESERVE DISTRICT PROPERTY COMMONLY REFERRED TO AS MARYKNOLL

THIS INTERGOVERNMENTAL 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 GLEN ELLYN PARK DISTRICT, a municipal corporation (hereinafter referred to as the “Park District”). As used herein, the Forest Preserve District and the Park District are collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, on January 5, 2000, the Park District acquired title to 25.323 acres of property commonly known as the Maryknoll property; and

WHEREAS, during the process of acquiring the Maryknoll property, the Park District had requested funding assistance from the Forest Preserve District with respect to the acquisition; and

WHEREAS, pursuant to Resolution No. 99-330, the Forest Preserve District’s Board of Commissioners determined that it was "in the best interest of the Forest Preserve District to participate in the acquisition of the Maryknoll [property] by contributing up to $1,000,000 toward the acquisition of said property...."; and

WHEREAS, on May 22, 2001, the Parties entered into an intergovernmental agreement entitled "Intergovernmental Agreement Between the Forest Preserve District of DuPage County
and the Glen Ellyn Park District Relating to the Conveyance of Certain Property--Maryknoll" (hereinafter the "2001 Agreement")1; and

WHEREAS, the 2001 Agreement provided for the Forest Preserve District to contribute funds toward the acquisition of the Maryknoll property in exchange for (a) the conveyance of nine acres of the Maryknoll property to the Forest Preserve District, said nine acres hereinafter referred to as the "Subject Property"; (b) the granting of a lease to the Park District over the Subject Property; and (c) the performance of certain other obligations on the part of the Park District concerning the Subject Property as set forth in the lease agreement that was made part of the 2001 Agreement; and

WHEREAS, the Subject Property that was acquired by the Forest Preserve District under the terms of the 2001 Agreement is depicted in Exhibit A and legally described in Exhibit B, both of which are attached hereto and incorporated herein; and

WHEREAS, the Park District has expressed an interest in purchasing back the Subject Property from the Forest Preserve District; and

WHEREAS, the Parties have determined that it is reasonable, desirable, and in their respective interests for the Forest Preserve District to convey title to the Subject Property to the Park District in exchange for the payment of a certain sum by the Park District; and

WHEREAS, the Forest Preserve District and Park District are municipalities as defined in Section 1 (c) of the Local Government Property Transfer Act, 50 ILCS 605/1 (West 2006) (hereinafter the "Transfer Act"); and

WHEREAS, Section 2 of the Transfer Act authorizes the conveyance of real property from one municipality to another municipality upon a two-thirds vote of the corporate authorities of the transferor municipality; and

1 Forest Preserve District Ordinance No. 01-045
WHEREAS, as a condition precedent to a conveyance under Section 2, the transferee municipality must first declare by ordinance "that it is necessary or convenient for it to use, occupy or improve," the real estate held by the transferor municipality; and

WHEREAS, the Park District has made the declaration required by Section 2 of the Transfer Act; and

WHEREAS, the Parties are authorized to enter into this Intergovernmental Agreement pursuant to the powers conferred in Article VII, Section 10, of the Illinois Constitution of 1970 and the Transfer Act.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the parties agree as follows:

1. **Incorporation of Recitals.** The preambles set forth above are incorporated herein and made a part hereof.

2. **Conveyance:** Within 30 days of the date of this Agreement, the Forest Preserve District shall convey to the Park District by recordable quit claim deed title to the Subject Property depicted in Exhibit A and legally described in Exhibit B, subject to the terms of paragraph 4. The parties agree that the conveyance will be made pursuant to the provisions of the Transfer Act by a quit claim deed substantially similar to the quit claim deed attached hereto and incorporated herein as Exhibit C. Each party shall pay its own attorney fees incurred in connection with the conveyance. The Park District shall be responsible for obtaining title insurance for the Subject Property, if it so elects. In addition, the Park District shall pay all other costs and expenses customarily associated with the conveyance of real estate, such as, but not limited to, survey costs, and costs related to the preparation of a tax assessment plat if such plat is required by the County Clerk.

3. **Compensation:** The Park District shall pay the Forest Preserve District the total sum
of $1.1 million for the Subject Property, payable in annual installments over a 10-year period as follows:

<table>
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<th>Year Range</th>
<th>Payment</th>
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<tr>
<td>2009 through 2013</td>
<td>$50,000 per year</td>
</tr>
<tr>
<td>2014 through 2017</td>
<td>$150,000 per year</td>
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<tr>
<td>2018</td>
<td>$250,000 per year</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,100,000.00</strong></td>
</tr>
</tbody>
</table>

Each annual installment shall be paid on or before June 30 of each year beginning June 30, 2009, and continuing through June 30, 2018. Any annual installment not paid by June 30 shall bear interest at the monthly rate of 0.75% until paid.

4. **Closing:** The closing shall take place at a time and location mutually agreeable to the Parties, provided that the closing shall occur within 30-day period referred to above unless otherwise agreed in writing by the parties. All rights of possession of the Subject Property shall be granted by the Forest Preserve District at the time of closing.

5. **Reverter:** Because the Park District requires immediate use of the Subject Property for its programs, the Parties have determined that it is in their respective interests for the Forest Preserve District to convey title and grant immediate possession to the Subject Property to the Park District, subject to the Park District’s obligation to make the annual installment payments referred to in paragraph 3. However, the Parties expressly agree that in the event the Park District fails to pay an annual installment in any given year within six months of the due date of June 30 (i.e., by December 30), all right, title and interest in the Subject Property shall automatically revert to the Forest Preserve District without any further action on the part of the Forest Preserve District. Such automatic reversion shall include not only title to the Subject Property, but also any improvements in the form of fixtures located thereon whether existing on or constructed after the date of this Agreement. In the event the Subject Property automatically reverts to the Forest Preserve District, the Forest Preserve District shall be entitled to immediate possession of the Subject Property and shall have the right to record in the Office of the Recorder
of Deeds, DuPage County, a memorandum or other appropriate instrument giving public notice that all right, title and interest in the Subject Property has reverted to the Forest Preserve District and that the Forest Preserve District is the record owner of the Subject Property. If title to the Subject Property automatically reverts to the Forest Preserve District pursuant to this paragraph, the Forest Preserve District shall be entitled to retain any annual installments previously paid by the Park District under the terms of paragraph 3.

6. Notices: All notices required to be given under the terms of this Agreement shall be 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, 3 South 580 Naperville Road, Wheaton, Illinois 60189, fax (630) 933-7093. (For purposes of serving notice by mail, the Forest Preserve District’s mailing address is P.O. Box 5000, Wheaton, Illinois 60189-5000.) Notices served upon the Park District shall be directed to the Executive Director, Glen Ellyn Park District, 185 Spring Ave, Glen Ellyn, Illinois 60137, fax (630) 858-2479. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Either party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

7. Recovery of Costs: In the event either Party is required to institute any action or proceeding, whether at law or in equity, to enforce any provision of the Agreement, the prevailing part (as determined by the Court) shall be entitled to recover all costs and expenses
incurred by the prevailing party in connection with the action or proceeding, including, but not limited to, reasonable expert witness and attorney fees.

8. **Merger:** The provisions of this Agreement shall not merge with the quit claim deed to be executed by the Forest Preserve District pursuant to this Agreement.

9. **Entire Agreement:** The provisions set forth herein represent the entire Agreement between the Parties and supersede any previous oral or written agreements, understandings or discussions as it is the intention of the Parties to provide for a complete integration with the terms of this Agreement. No provisions may be modified in any respect unless the modification is in writing, duly approved and signed by both parties.

10. **Execution:** This Agreement shall be executed in duplicate, and each party shall retain a fully executed copy, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have entered into this Intergovernmental Agreement as of the ____ day of __________, 2009.

FOREST PRESERVE DISTRICT OF DUPAGE COUNTY

By: __________________________
    President

Attest: _________________________
       Secretary

GLEN ELLYN PARK DISTRICT

By: __________________________
    President

Attest: _________________________
       Secretary
EXHIBIT B

THAT PART OF LOT 1 IN RAY W. MACDONALD COUNTY CLERK'S MARYKNOLL ASSESSMENT PLAT OF PART OF THE NORTH ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 23, 1979 AS DOCUMENT R79-96372, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH ¼ OF SECTION 24; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID NORTH ¼ OF SECTION 24, A DISTANCE OF 1341.09 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 19 SECONDS EAST, A DISTANCE OF 83.48 FEET, (83 FEET RECORD), TO THE EASTERLY RIGHT OF WAY LINE OF BRYANT AVENUE (ILLINOIS ROUTE 53) AS MONUMENTED AND OCCUPIED FOR THE PLACE OF BEGINNING; THENCE CONTINUING 89 DEGREES 59 MINUTES 19 SECONDS EAST, A DISTANCE OF 549.32 FEET; THENCE SOUTH 33 DEGREES 02 MINUTES 37 SECONDS EAST, A DISTANCE OF 201.98 FEET; THENCE NORTH 56 DEGREES 46 SECONDS EAST, A DISTANCE OF 499.46 FEET; THENCE NORTH 32 DEGREES 10 MINUTES 00 SECONDS WEST, A DISTANCE OF 554.19 FEET; THENCE NORTH 57 DEGREES 00 MINUTES 50 SECONDS EAST, A DISTANCE OF 130.00 FEET TO THE WESTERLY LINE OF MARYKNOLL SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTH ¼ OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED NOVEMBER 7, 1979 AS DOCUMENT NUMBER 79-100932, SAID LINE ALSO BEING THE EASTERLY LINE OF SAID LOT 1; THENCE CONTINUING ALONG THE EASTERLY, SOUTHERLY AND NORTHERLY LINE OF SAID MARYKNOLL SUBDIVISION FOR THE NEXT FIVE COURSES: 1) SOUTH 32 DEGREES 59 MINUTES 10 SECONDS EAST, A DISTANCE OF 629.47 FEET; 2) THENCE SOUTH 00 DEGREES 07 MINUTES 47 SECONDS WEST, A DISTANCE OF 416.62 FEET (418.02 FEET, RECORD); 3) THENCE SOUTH 56 DEGREES 46 SECONDS WEST, A DISTANCE OF 476.43 FEET (478.53 FEET, RECORD); 4) THENCE NORTH 33 DEGREES 02 MINUTES 3 SECONDS WEST, A DISTANCE OF 567.51 FEET (567.53 FEET, RECORD); 5) THENCE SOUTH 89 DEGREES 59 MINUTES 19 SECONDS WEST, A DISTANCE OF 518.37 FEET TO SAID EASTERLY RIGHT OF WAY LINE OF BRYANT AVENUE (ILLINOIS ROUTE 53); THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF BRYANT AVENUE (ILLINOIS ROUTE 53), A DISTANCE OF 90.00 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

ALSO DESCRIBED AS LOT 2 IN MARYKNOLL ASSESSMENT PLAT NO. 2 RECORDED JULY 17, 2006 AS DOCUMENT R2006-135489.

PROPERTY ADDRESS: VACANT PROPERTY SOUTH OF ROUTE 38 AND EAST OF ROUTE 53 IN GLEN ELLYN, ILLINOIS

P.I.N.: 05-24-111-041
STATE OF ILLINOIS    COUNTY OF DU PAGE

QUIT CLAIM DEED

THE GRANTOR, FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, a body politic and corporate organized and existing under and by virtue of the laws of the State of Illinois, for and in consideration of TEN and no/100ths ($10.00) DOLLARS, in hand paid, and pursuant to authority given by its Board of Commissioners under Resolution No. 09-_, passed and approved _____, 2009, CONVEYS and QUIT CLAIMS to the GLEN ELLYN PARK DISTRICT, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois, having its principal office at 185 Spring Avenue, Glen Ellyn, Illinois 60137, all interest in the following described real estate situated in the County of DuPage and the State of Illinois to wit:

See legal description set forth in Exhibit 1, attached hereto and made a part hereof.

The conveyance provided for herein is subject to the following:

ANYTHING HEREIN TO CONTRARY NOTWITHSTANDING, THIS CONVEYANCE IS NOT A FEE SIMPLE ABSOLUTE AND NOT A CONVEYANCE SUBJECT TO A CONDITION SUBSEQUENT OR SUBJECT TO A RESERVATION OR RESTRICTION, BUT THIS IS A CONVEYANCE WITH A CONDITIONAL LIMITATION, ALSO KNOWN AS FEE SIMPLE CONDITIONAL. AS PART OF THE CONSIDERATION FOR THIS CONVEYANCE, GRANTEE, OR ITS SUCCESSORS AND ASSIGNS, IS TO PAY TO GRANTOR ON THE DATES AND IN THE PAYMENT AMOUNTS AS PROVIDED IN EXHIBIT 2, ATTACHED HERETO AND MADE A PART HEREOF. IF ANY PAYMENT IS NOT MADE AS PROVIDED IN EXHIBIT 2, TITLE TO THE REAL ESTATE CONVEYED HEREBY SHALL REVERT TO GRANTOR AND ALL RIGHT, TITLE AND INTEREST OF THE GRANTEE, OR ITS SUCCESSORS AND ASSIGNS, SHALL TERMINATE WITH NO FURTHER ACTION ON THE PART OF GRANTOR. IN THE EVENT THE REAL ESTATE CONVEYED HEREBY AUTOMATICALLY REVERTS TO THE GRANTOR, THE GRANTOR SHALL BE ENTITLED TO IMMEDIATE POSSESSION OF THE REAL ESTATE CONVEYED HEREBY AND SHALL HAVE THE RIGHT TO RECORD IN THE OFFICE OF THE RECORDER OF DEEDS, DUPAGE COUNTY, A MEMORANDUM OR OTHER APPROPRIATE INSTRUMENT GIVING PUBLIC NOTICE THAT ALL RIGHT, TITLE AND INTEREST IN THE REAL ESTATE CONVEYED HEREBY HAS REVERTED TO THE GRANTOR SO THAT GRANTOR IS THE RECORD OWNER THEREOF. IF TITLE TO THE REAL ESTATE CONVEYED HEREBY AUTOMATICALLY REVERTS TO THE GRANTOR PURSUANT TO THIS PARAGRAPH, THE GRANTOR SHALL BE ENTITLED TO RETAIN ANY ANNUAL INSTALLMENTS PREVIOUSLY PAID BY THE GRANTEE.

THIS CONVEYANCE IS AUTHORIZED BY AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE PARTIES DATED __________, 2009.

EXHIBIT C TO INTERGOVERNMENTAL AGREEMENT

FRED BUCHOLZ, DU PAGE COUNTY RECORDER
421 N. COUNTY FARM ROAD, BOX 936, WHEATON, ILLINOIS 60189

PAGE 1 OF 4
Permanent Index Number: 05-24-111-041
Address of Real Estate: Vacant land south of Rt. 38 and east of Rt. 53, Glen Ellyn, IL 60137

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be affixed hereto, and has caused its name to be signed to this Quit Claim Deed by its President, and attested by its Secretary, this _____ day of ____________, 2009.

FOREST PRESERVE DISTRICT OF DUPAGE COUNTY

BY: ________________________________
   President

ATTEST: ________________________________
   Secretary

STATE OF ILLINOIS ) ) SS
COUNTY OF DU PAGE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that D. "DEWEY" PIEROTTI, JR., personally known to me to be the President of the Board of Commissioners of the Forest Preserve District of DuPage County, and GARY A. KING, personally known to me to be the Secretary thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of ________________, 2009.

My Commission expires

Notary Public

This instrument was prepared by: Paul M. Mitchell
Kuhn, Mitchell, Moss, Mork & Lechowicz, LLC
111 East Jefferson Avenue
Naperville, IL 60540

Mail recorded instrument to: Glen Ellyn Park District
185 Spring Avenue
Glen Ellyn, IL 60137

Mail future tax bills to: Glen Ellyn Park District
185 Spring Avenue
Glen Ellyn, IL 60137
EXHIBIT 1

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PROPERTY ADDRESS: VACANT PROPERTY SOUTH OF ROUTE 38 AND EAST OF ROUTE 53 IN
GLEN ELLYN, ILLINOIS

P.I.N.: 05-24-111-041

PAGE 3 OF 4
### EXHIBIT 2

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<tr>
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</tbody>
</table>

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