

**INTERGOVERNMENTAL AGREEMENT**  
*between the*  
**FOREST PRESERVE DISTRICT of KANE COUNTY**  
*and the*  
**COUNTY OF KANE**  
*for the*  
**CONTRIBUTION OF FUNDS FOR ACQUISITION OF THE FOX VALLEY ICE ARENA  
FACILITY AND THE TRANSFER OF  
CERTAIN REAL ESTATE AND REAL ESTATE INTERESTS BETWEEN THE PARTIES**

This intergovernmental agreement is made this 8th day of September, 2009 by and between the Forest Preserve District of Kane County, a forest preserve district and municipal corporation organized and existing under the laws of the State of Illinois (hereinafter "Forest Preserve District"), and the County of Kane, an Illinois body politic organized and existing under the laws of the State of Illinois (hereinafter "County"), pursuant to the Intergovernmental Cooperation Act 5 ILCS 220/1 *et.seq.*, the Local Government Property Transfer Act, 50 ILCS 605/1 *et.seq.* and in accordance with the laws applicable to the parties, generally.

WITNESSETH:

WHEREAS, in reliance upon certain commitments from County, the Forest Preserve District acquired a parcel of real estate known generally as the Fox Valley Ice Arena ("Ice Arena Parcel") comprised of approximately 13.36 acres of land located on Kirk Road in the City of Geneva, Kane County, Illinois, together with the ice arena facility located thereon and all as more particularly described on Exhibit A attached hereto; and,

WHEREAS, the County committed to contribute One Million Dollars (\$1,000,000.00) to the Forest Preserve District to assist it in the purchase and acquisition of the Ice Arena Parcel and the County desires to obtain access rights over, through and across the parking and entrance road areas of the Ice Arena Parcel to serve adjacent parcels owned by County, together with certain other considerations set forth below; and,

WHEREAS, upon completion of the remodeling of the office space area located in the ice arena facility, the Forest Preserve District will relocate its offices to the ice arena facility office space area and vacate its current offices located in Building G of the Kane County Government Center; and,

WHEREAS, the Forest Preserve District desires to correct a prior oversight relative to an area containing holes numbered 16 and 17 of the Settler's Hill Golf Course relating to the northern portion of the previous Kane County Jail facility parcel, fee title to which is held by County and which parcel is depicted as Parcel A-FSC on Exhibit B attached hereto by receiving a conveyance of such Parcel A-FSC, together with obtaining a license agreement for the continued use of a parcel containing holes 2, 3, 4 and 10 of Settlers' Hill Golf Course, which parcel is depicted as Parcel B-LIC on Exhibit B attached hereto, and further also obtaining the conveyance by the County to the Forest Preserve District of Parcels C-FSC, E-FSC, and F-FSC, as depicted on Exhibit B attached hereto, and

a license agreement to allow the Forest Preserve District to have access to and limited rights to install and use improvements upon the Settlers' Hill landfill site depicted as Parcel G-LIC; and,

WHEREAS, the County desires to acquire from the Forest Preserve District and the Forest Preserve District is willing to convey to County a certain approximately four acre parcel depicted on Exhibit B attached hereto as Parcel 1-FSC, which is located on the Fabyan Forest Preserve East site adjacent to the western portion of the previous Kane County Jail facility for its uses and purposes, together with a certain approximately one-half acre parcel depicted on Exhibit B attached hereto as Parcel 2-FSC, which is located immediately east of the existing entrance to the prior Kane County Jail facility, and a twenty-five foot (25') additional right of way along the north line of Fabyan Parkway extending from the east line of the existing entrance drive to the former Settlers' Hill landfill site westward to the west line of Parcel No. 12-14-200-029 (with a re-routing by the County of the existing bike path along adjacent property), and an access easement depicted as Parcels 3-EAS and 4-EAS on Exhibit B attached hereto, which also includes an access and maintenance easement relating to a certain leachate collection facility depicted as Parcel 3-EAS on Exhibit B attached hereto and in combination with access rights on Parcels D-EAS provides for north/south and east access to the landfill site upon and along perimeter roadways now existing and as may be installed thereon hereafter ; and,

WHEREAS, the parties desire to acknowledge that certain final license agreements; easements and further intergovernmental agreements relating to the former Settlers' Hill landfill and adjacent parcels are contemplated to be granted and entered into by the parties relative to the use and development of the landfill site and adjacent parcels, including, among other things, the abandonment by the Forest Preserve District of the current entrance to the parking area of Settlers' Hill Golf course from Fabyan Parkway and substituting in place thereof the existing entrance to the Settlers' Hill landfill site with a re-routing of the access to the golf course parking through such entrance, a grant of easement to the County for access over and upon the entrance to the former Settlers' Hill landfill site for access by County, its successors and assigns to Parcel G-LIC and the leachate collection facility at Parcel 3-EAS as depicted on Exhibit B attached hereto, and specific restrictions relating to the use of any portions of the former Settlers' Hill landfill site (which specific restrictions shall limit the use of the land and installation of improvements (but which shall expressly include the allowance of the use for golf course purposes not otherwise inconsistent therewith) upon any area under which there has been landfill activities which could be disturbed by surface or subsurface activities or improvements and which specific restrictions shall be more specifically defined in subsequent documents, but for brevity are hereafter referred to herein collectively as the "Landfill License Restrictions"). The Landfill License Restrictions shall include, but are not limited to provisions contained in the Landfill Permit issued by IEPA as IEPA Site # 089010009; Site name: Settler's Hill Recycling and Disposal Facility; Permit No. 1982-12-DE/OP; Supplemental Permit No. 1995-433-SP, together with the terms and conditions of the closure plan and related materials filed and included therewith, which provisions are designed to avoid erosion-causing activities and to preserve the integrity of the landfill surface cap and subsurface materials. The Landfill License Restrictions shall further expressly allow for expansion of the existing "Waste to Energy" methane-use facilities presently located at the landfill site (within Parcel G-LIC) and shall further be subject to all other rules generally applicable to forest preserves within the Forest Preserve District, to the extent such general rules are otherwise more

restrictive in their application.

WHEREAS, both parties recognize the desirability of memorializing the foregoing intentions in this intergovernmental agreement and to further commit to execute such other and further documents and conveyances to complete the same hereafter, subject to reaching agreement on the specific development plans for the areas contemplated to be developed by the parties.

NOW, THEREFORE, for and in consideration of good and valuable consideration in hand paid, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **County Contribution of Partial Acquisition Cost of Ice Arena Parcel.** The County hereby commits to transfer the sum of One Million Dollars to the Forest Preserve District on or before July 17, 2009, as contribution to the Forest Preserve District of a portion of the District's costs incurred to acquire the Ice Arena Parcel per the prior commitment of County to the Forest Preserve District. The foregoing transfer of funds shall be made by wire transfer and coordinated between the appropriate staff persons for the County and the Forest Preserve District.
2. **Designation of Exhibit B Parcels and Designation Meanings as Used Herein.** For all purposes hereof, the parties agree that references to capitalized parcel designations shall at all times refer to such parcels as designated on Exhibit B attached hereto, subject to final surveying and engineering being completed to legally describe such parcels. The designation "FSC" with respect to a parcel references contemplated fee simple conveyance of such a parcel (additionally, any conveyance may be subject to reservations or limitations as described more fully herein); the designation "EAS" with respect to a parcel references contemplated easements rights being granted by a party to the other; and, the designation "LIC" references contemplated license rights being granted by County to the Forest Preserve District with respect to use of a certain parcel by the Forest Preserve District. The nature and extent of the easements or licenses shall differ by parcel and are generally described herein to establish the intent of the parties with respect to each such parcel.
3. **Forest Preserve District Fee Simple Conveyances and Limitations Thereon.** The Forest Preserve District hereby agrees to transfer and convey Parcels 1-FSC and 2-FSC to the County, provided, however, that any underground facilities presently in place shall be permitted to remain therein pursuant to an easement retained by the Forest Preserve District which shall be set forth in the conveyance of to the County and further subject to the continued use by the Forest Preserve District and its patrons of the Settlers' Hill Golf Course, specifically including a requirement that the County or any successor or assign shall refrain from taking action or installing improvements which have the effect of impairing or altering the existing use and location of the hole numbers 16 and 17 greens, hole number 17 fairway, and hole number 18 tee area without the express written consent of the Forest Preserve District. The intended use of Parcel 1-FSC by County is to provide for additional stormwater detention for the benefit of the retained adjacent property

owned by County (the "former County Jail property"), whether developed by County or by its successors or assigns. The intended use of Parcel 2-FSC by County is to provide an enlarged entrance and exit with an extended drive to serve the former Kane County Jail property.

Notwithstanding the foregoing, however, it is understood by the parties that future development of the former Kane County Jail property by the County or its successors and assigns may include a need to undertake a reconfiguration, enlargement and/or interconnection of the ponds located along holes 17 and 18, including a possible interconnection of all ponds partly upon the real estate of both parties and a possible rerouting of run-off between them in an alternate direction and/or a spillway installation, due to the present undesirable northeasterly stormwater sewer drainage occurring beneath the golf course and draining northward under the landfill located north of the 17<sup>th</sup> fairway from the northwesternmost pond located adjacent to the 17<sup>th</sup> fairway. The parties acknowledge that such reconfiguration, enlargement or interconnection would necessitate a future agreement with respect to the nature and extent of same, together with a joint pond maintenance agreement between the parties, or their successors and assigns as it relates to the former Kane County Jail property benefitted by same, which agreement shall provide for reasonable best management practices to be required in connection with the operation of same, and shall permit construction and installation of reasonable pond amenities and improvements including, but not limited to fountains and aeration systems, landscaping improvements, expanded water areas and shoreline stabilization. In no event is it contemplated that the seasonal use of the golf course would be interrupted or its present layout substantially impaired by such reconfiguration, enlargement, interconnection, construction or installation. Any construction associated with such activities would be undertaken so as to minimize or avoid any interruption in the use of the golf course by its patrons. Nothing set forth herein shall commit the Forest Preserve District to bear any portion of the costs associated with any reconfiguration, enlargement or interconnection contemplated hereunder and any agreement relating to such construction shall include a provision to hold the Forest Preserve District harmless in connection therewith.

4. **County Fee Simple Conveyances and Limitations Thereon.** The County hereby agrees to transfer and convey Parcel A-FSC to the Forest Preserve District to correct a prior oversight relative to the Settler's Hills Golf Course located adjacent to the northern boundary of the former Kane County Jail property, but the County shall retain a drainage easement for the benefit of the former Kane County Jail property over and upon Parcel A-FSC, which drainage easement shall be subject to the additional limitations contemplated in paragraph 3 above relating to the reconfiguration, enlargement or interconnection of the ponds. The County also agrees to grant to the Forest Preserve District Parcels C-FSC, E-FSC, and F-FSC, being parcels adjacent to the landfill site, but not situated upon actual landfill areas. As to such parcels, the County shall reserve the following easements: Parcel C-FSC shall include a reserved easement for stormwater management; Parcel E-FSC shall include a reserved easement for public parking related to adjacent recreational uses on Parcel G-LIC; Parcel F-FSC shall include a reserved easement for public parking

related to adjacent recreational uses on Parcel G-LIC. Additionally, County shall reserve the right to remove any boulders located on or in (including subsurface boulders) Parcels E-FSC and F-FSC and the right to unlimited access to the leachate collection facility located on Parcel 3-EAS.

5. **Forest Preserve District Easement Grants to County.** The Forest Preserve District hereby agrees to grant easements providing ingress and egress rights to the County over, through, and across roadways and adjacent paved or gravel areas designated as Parcels 3-EAS, 4-EAS, and 5-EAS, including reasonable use and access over and across parking and entranceways serving as the north/south entrance from Fabyan Parkway and related east-west and north-south roadway surfaces on Parcels 4-EAS and 5-EAS, if any, installed, maintained or used by the Forest Preserve District, together with such similar paved or gravel surfaces located upon and over Parcel D-EAS, and the Ice Arena Parcel. These easements are intended to enable the County and the general public to have access to adjacent parcels owned by the County, over those areas depicted on Parcels 3-EAS, 4-EAS, and 5-EAS on Exhibit B. Additionally, County shall be granted the right to install lockable security gates on Parcels 3-EAS and 4-EAS, together with unlimited access to the leachate collection facility located on Parcel 3-EAS and the right to expand the "Waste to Energy" methane-use facilities presently located at the landfill site (within Parcel G-LIC). The parties shall coordinate the policies and procedures relating to the opening, closing and locking of all such security gates to ensure both parties unlimited access, but limiting general public or third party access over same to times when supervised activities are occurring, such as public events where parking overflow or release of vehicles from an adjacent event is occurring through such areas, or approved or authorized work is occurring at the golf course or landfill site, which is necessitating access through such security gates.
6. **County Easement Grants to Forest Preserve District.** The County hereby agrees to grant a Fifty (50) foot wide ingress and egress easement to the Forest Preserve District over and upon Parcel D-EAS to serve as ingress and egress for the adjacent areas and other properties owned by it. The easement to be granted on Parcel D-EAS shall be further subject to the continued right by County to access portions of retained property, expressly including the area included in Parcel G-LIC and the County's continued right to make modifications and improvements to the landfill infrastructure from time to time as it may be required under any agreement or regulatory authority oversight or as it may deem necessary. Any permanent roadway improvement, whether constructed with gravel or other impervious surface or otherwise shall be subject to approval by County and all construction, maintenance and repair or re-surfacing costs associated therewith shall be borne exclusively by the Forest Preserve District.
7. **County Grant of Licenses to the Forest Preserve District.** The County hereby grants to the Forest Preserve District a license for the continued use of Parcel B-LIC, being that portion of the former Settlers' Hill Landfill site which contains all or portions of holes 2, 3, 4, and 10, for golf course use in the manner in which that portion has been used prior

to the date hereof, subject to the Landfill License Restrictions, all of which shall be subject to a comprehensive license agreement relating to same. The County further agrees to grant to the Forest Preserve District a license for the use of the Parcel G-LIC, subject to the Landfill License Restrictions and further subject to the approval by the County of the final specific uses to which Parcel G-LIC shall be put in the future as hereinafter set forth and reasonable regulations which may then be adopted related to such uses.

With respect to Parcel G-LIC, the parties acknowledge the unique nature and configuration of the parcel and the fact that it has been contemplated to be put to recreational uses as may be permitted by the underlying prior use as a landfill site. A Conceptual End-use Plan dated December 5, 2006 drawn by Lannert Group shall guide the parties as to the anticipated acceptable uses on Parcel G-LIC, but in any event, the ultimate use, if any, to which Parcel G-LIC is put by the Forest Preserve District and any improvements proposed to be installed or constructed thereon shall be expressly subject to the approval by the County pursuant to the Landfill License Restrictions to be established hereafter. Any development and use to which Parcel G-LIC is put shall be subject to the use and parking by the general public upon the adjacent parking areas serving Elfstrom Stadium and the Ice Arena pursuant to reasonable rules and regulations adopted by the Forest Preserve District from time to time in connection therewith. Nothing set forth herein shall bind the Forest Preserve District to any active maintenance obligations, including mowing or brush removal, until and unless Parcel G-LIC is improved by the Forest Preserve District for specific recreational uses as may be approved by the County.

8. Surrender of Building G by Forest Preserve District to County. The Forest Preserve District has occupied Building G at the Kane County Government Center as its central offices for many years and has extensively remodeled and improved the interior as office space during that time, as well as undertaking routine maintenance and repair from time to time as necessary. The Forest Preserve District has completed the remodeling of the third floor office space area of the Ice Arena facility (the "Third Floor Offices") to enable the Forest Preserve District to relocate its administrative offices from Building G at the Kane County Government Center to the Third Floor Offices as soon as reasonably practicable. The Forest Preserve District will complete its relocate to the Third Floor Offices within 60 days of the completion of the remodeling project and deliver possession of the present offices in Building G to the County upon completion of such relocation. Additionally, the parties acknowledge that the lease of the Building G offices by the Forest Preserve District contemplated that at the time the Building G offices are surrendered to the County by the Forest Preserve District, the Forest Preserve District would provide funds to the County in the amount of \$ \_\_\_\_\_ for improvements to Building G to be performed by or on behalf of the County.
9. Elimination of Existing Golf Course Entrance and Relocation of Same. The Forest Preserve District agrees further to produce or have produced for it at its sole cost and to submit to the County Preliminary Engineering Plans depicting the elimination of the

existing access drive into the golf course, which shall be re-routed through the existing entrance to the prior landfill site (over Parcel 3-EAS) in such a manner as will conform with Kane County Highway Department requirements for same relative to "car stacking" distances and the like. It is contemplated that this entrance as revised will be served by a signalized intersection at that location, which signalization shall be at the sole cost of the County. The parties shall coordinate the preparation and delivery of the Preliminary Engineering Plans so as to attempt to synchronize the timing of the opening of the relocated entrance drive with the installation and activation of the signalization of the intersection after final County improvements to the intersection. The parties further acknowledge that expediency and efficiency will result in cost savings to the parties, so the engineering consultant used by County for the intersection shall also be used by the Forest Preserve District in the preparation of the Preliminary Engineering Plans and related additional documentation. Further, to the extent any of such work (and subsequent construction work based thereon) is coordinated by County as a part of the intersection improvement and is paid by County through inclusion by such outside consultants and contractors in their billings for the overall improvements, such itemized expenses shall be reimbursed by the Forest Preserve District to County.

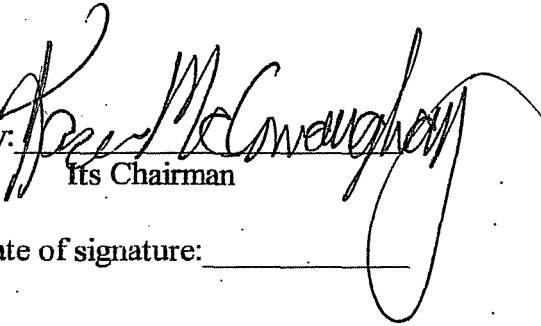
10. Fabyan Parkway Dedication by Forest Preserve District. The Forest Preserve shall dedicate an additional twenty-five feet (25') of right of way along the south line of Parcel No. 12-14-200-029 from the east line of Parcel 3-EAS to the west line of Parcel No. 12-14-200-029 in conjunction with the signalization and re-routing of the golf course entrance as contemplated above.
11. Additional Documentation to Effectuate Terms Hereof. The conveyances and grants of easements and licenses and other rights hereunder shall be effectuated by applicable signed deeds, easements, license agreements and such other and additional appropriate documentation which shall be prepared by the respective parties hereto after completion of necessary surveying, engineering, or other preparation by staff and legal counsel and contemporaneously delivered to the parties hereto on or before July 17, 2009. The parties acknowledge and agree that to the extent necessary to obtain legal descriptions not presently known, such of the foregoing parcels shall be surveyed and the legal descriptions generated from such surveys shall be used for all purposes hereof and the parties shall enter into formal easement agreements, a global license agreement with respect to the site or multiple individual license agreements. The cost of such surveys shall be borne by County. Further each such agreement shall legally describe the portions of the site which are subject to such agreement and shall include indemnification provisions by the County indemnifying the Forest Preserve District with respect to the existence of landfill materials within the landfill site areas under any license agreements and easement agreements. The foregoing shall be embodied in separate license agreements that shall be prepared and entered into by the parties as soon as reasonably practicable in light of the additional planning and engineering contemplated to be undertaken as provided above.

12. The effective date of this agreement shall be the date on which this agreement is approved and last executed by the parties as set forth below.

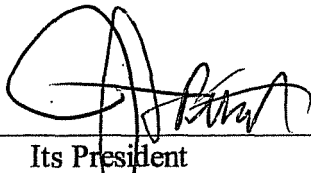
IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and year first above written and the signatories hereto represent that they are duly authorized to execute this agreement on behalf of their respective bodies.

**COUNTY OF KANE**

**FOREST PRESERVE DISTRICT OF  
KANE COUNTY**

By:   
Its Chairman

Date of signature: \_\_\_\_\_

By:   
Its President

Date of signature: 9/8/09

