

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TROY AND THE
TRI-TOWNSHIP PARK DISTRICT REGARDING TRAIL CONSTRUCTION**

This Intergovernmental Agreement (hereinafter "Agreement") is entered into by and between the City of Troy, Illinois, an Illinois municipal corporation, 116 E. Market Street, Troy, Illinois 62294 (hereinafter "City") and the Tri-Township Park District, an Illinois Park District, 410 Wickliffe St., Troy, Illinois, 62294 (hereinafter "Park"):

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII., Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the City and the Park agree that it is in the best interests of the parties and the general public to mutually cooperate to construct a trail on the Park's property (hereinafter the "Property" - which is set forth in detail and attached as Exhibit "A"); and

WHEREAS, the parties agree to cooperate fully and in good faith with each other in the performance of the construction of the trail; and

WHEREAS, the Mayor and the City Council of the City and the President and Commissioners of the Park have determined that it is in the best interests of the public health, safety and welfare of the residents of the City, users of the Park, and the general public, for the parties enter into this Intergovernmental Agreement to provide for construction of a trail on the Property set forth in attached Exhibit "A", which will service the City, the Park and the general public; and

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES, THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Parties.** The parties to this Agreement are public agencies with taxing authority organized and existing under the authority of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., and the Illinois Park District Code, 70 ILCS 1205/1-1 et seq., as amended from time to time.
2. **Purpose.** The purpose of this Agreement is for the Park to allow the City to design and construct a public trail on the Property, for the continued use and enjoyment of residents of the City, users of the Park and the general public, in accordance with the terms set forth herein.
3. **Term of Agreement.** The term of this Agreement shall be for twenty (20) years commencing on the date of execution herein. At the end of the term of this Agreement, the parties may agree to mutually extend the term.

Design and Construction. The City is responsible for paying for the cost of the design and construction of the trail on the Property, as denoted in Exhibit A. Further, the City shall

1. pay for and provide coal tar pitch sealant material every three (3) to five (5) years for the trail at the Park's discretion. The Park shall pay for and provide all labor and equipment necessary to apply said coal tar patch sealant material to the trail. Any repairs which are necessary shall be paid equally by the parties.
2. **Open to the Public and Unrestricted Access.** The parties agree that the trail shall at all times be open to the public throughout the term of this Agreement. That further, the Park agrees that it will not, under any circumstances, deny access to the trail or its parking lots to the general public during the term of the Agreement except during special events and when the trail is undergoing maintenance and repairs or is damaged or the Park determines it is unsafe due to weather or conditions.
3. **Indemnification and Insurance:** The City agrees to indemnify and hold harmless the Park and its officers, officials, employees, volunteers and agents from and against any claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's fees, expert fees and court costs) arising out of or resulting from any acts and/or omissions of the City and/or its contractors, as it pertains to the construction of the trail on the Property, including any loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of property. Except however, the City shall not indemnify or hold harmless the Park and its officers, officials, employees, volunteers and agents from and against any claims, damages, losses and expenses, including, but not limited to legal fees (attorney's fees, expert fees and court costs) arising out of or resulting from any acts and/or omissions of the Park, including any loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of property.

The City shall similarly indemnify and hold harmless the Park, its officers, officials, employees, volunteers and agents from and against any and all claims, costs, causes, actions and expenses, including, but not limited to legal fees (attorney's fees, expert fees and court costs) incurred by reason of City's breach of any of its obligations under, and/or its contractor's default of any provisions of this Agreement. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by the City or its contractor. Except however, the City shall not indemnify or hold harmless the Park, its officers, officials, employees, volunteers and agents from and against any and all claims, costs, causes, actions and expenses, including, but not limited to legal fees (attorney's fees, expert fees and court costs) incurred by reason of the Park's breach of any of its obligations under any provisions of this Agreement. Again, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by the Park.

After the completion of the construction of the trail on the property, both the City and the Park agree to keep in force, to the satisfaction of the other, at all times during the term of this Agreement and any extensions or renewals thereto, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows on the Property:

1. Workers' Compensation
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability
 - \$500,000.00 Per Accident
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee
2. Commercial General Liability:
 - a. \$2,000,000.00 General Aggregate
 - b. \$1,000,000.00 Products Completed Operations Aggregate
 - c. \$1,000,000.00 Personal and Advertising Injury
 - d. \$1,000,000.00 Each Occurrence
 - e. \$50,000.00 Fire Damage (any one fire)
 - f. \$5,000.00 Medical Expense (any one person).
3. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - a. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - b. Property Damage:
 - \$1,000,000.00 Per Occurrence
4. Umbrella Excess Liability:
 - a. \$2,000,000.00 over Primary Insurance

The City shall have all policies of insurance purchased or maintained in fulfillment hereof and name the Park as an additional insured thereunder. The Park shall have all policies of insurance purchased or maintained in fulfillment hereof and name the City as an additional insured thereunder. Each shall provide Certificates of Insurance and Policy Endorsements evidencing the coverages and the additions of the additional insureds. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of either party to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or the failure of either party to identify a deficiency from evidence that is provided shall not be construed as a waiver of either party's obligation to maintain such insurance. Both parties agree that the obligation to provide the insurance required by this Agreement is solely their respective responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by either party.

4. **Finances.** Attached in Exhibit "B" is a total cost estimate of the project to create the trail on the Property. The City shall pay all of the costs of design and construction of the trail and shall not permit liens to be filed relative to public funds or the property where the trail is constructed.

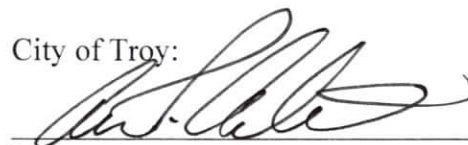
5. **Amendments.** This Agreement may only be amended in writing signed by the President of the Park and the Mayor of the City after approval by their respective corporate bodies. Any amendment shall refer back to this Agreement and to other amendments, if any, on the same subject and shall specify the language to be added or changed.
6. **Severability.** If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the entire Agreement as a whole, or any other part.
7. **Notice.** Any notice required hereunder shall be deemed to be given on the date of mailing if sent by certified mail, return receipt requested, to the address or addresses of the parties to this Agreement.
8. **Miscellaneous.** Section titles are descriptive only, and do not in any way limit or expand the scope of this Agreement, which is not in any way transferable by any entity hereto.
9. **Dispute Resolution.** In the event of any dispute arising out of the application, interpretation or performance of this Agreement, the affected parties agree to meet and discuss the dispute and a potential resolution at least fifteen (15) days prior to instituting any legal action, unless either party may suffer immediate and irreparable harm from the non-performance, acts or omissions of the other party in which case the aggrieved party may seek equitable relief immediately. In the event the parties are unable to resolve the dispute within the fifteen (15) day period, the parties agree to engage in non-binding mediation utilizing the services of the Federal Mediation & Conciliation Service of the United States or the services of USA & M located in St. Louis, Missouri. If a party refuses to participate in mediation, the other party may (1) file an action to compel mediation, or (2) be relieved from mediation and file any appropriate action in the Circuit Court of Madison County, Illinois. Notwithstanding the foregoing, the parties agree that public safety is paramount and there shall be no interruption or termination of services until a non-appealable final judgment is entered resolving any such dispute.

In Witness Whereof the parties, pursuant to the authority granted by ordinances passed by the City Council for the City of Troy and the Commissioners of the Park District, and have caused this Agreement to be executed by their Mayor/President and attested by their respective Clerks and their respective corporate seals affixed hereto.

City of Troy:

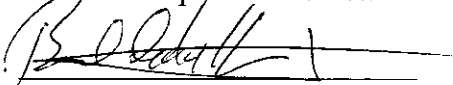

Attest, City Clerk

City of Troy:


Mayor

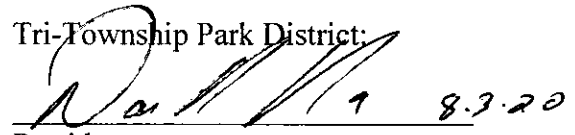


Tri-Township Park District:



Attest, Secretary

Tri-Township Park District:



President

Exhibit B
Estimate of Construction Cost

Project Owner: City of Troy
Project Title: Troy Path - From Collinsville Road/ Spring Valley along Riggins to Park Property Line at Wickliffe
Date: 7/31/2020

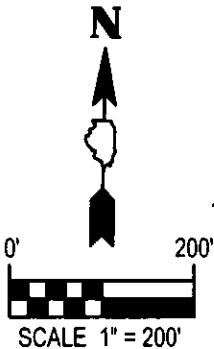
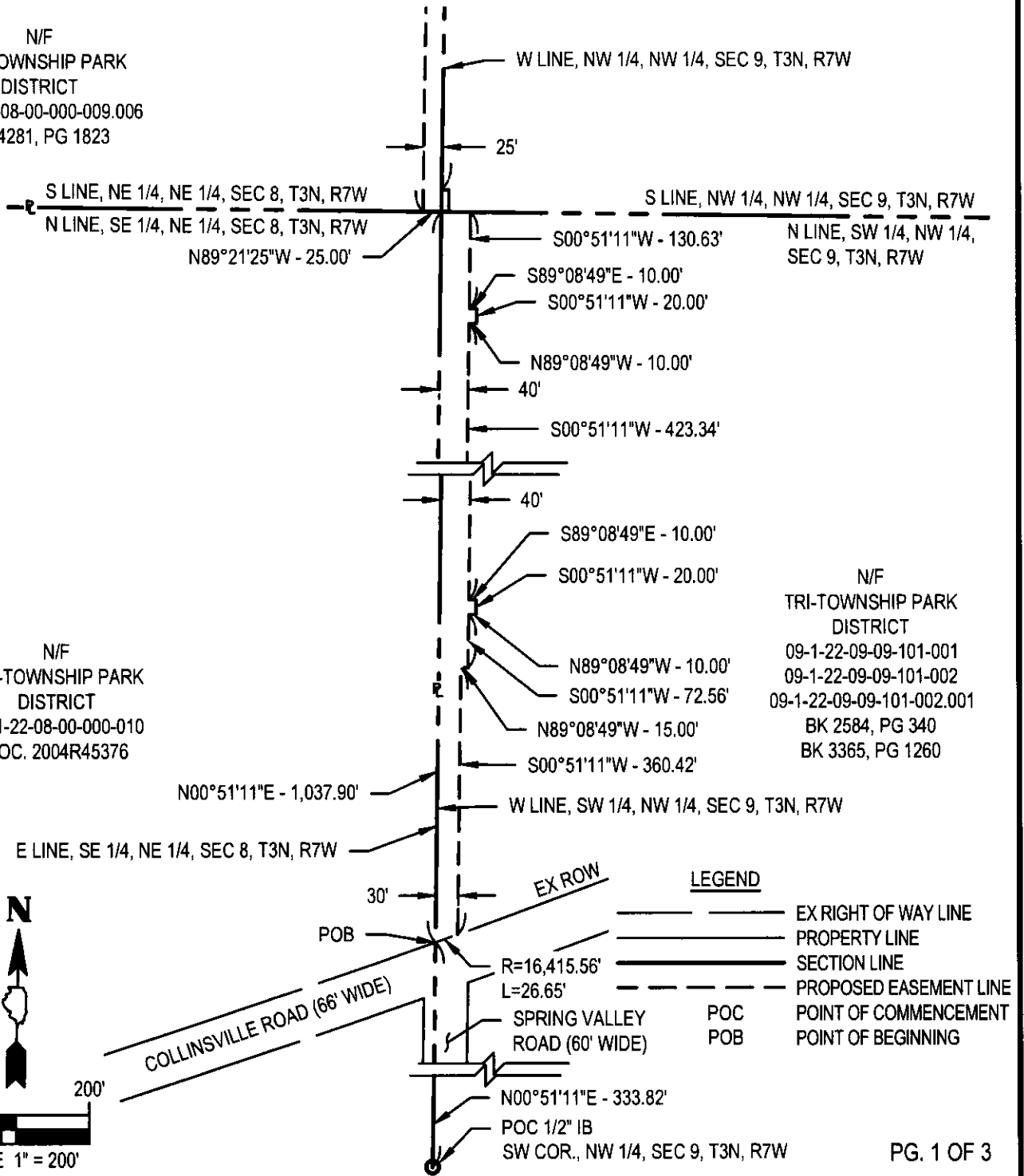
ITEM	QUANTITY	UNIT	UNIT COST	COST	REMARKS
TREE REMOVAL	300	UNITS	\$50.00	\$15,000	Assume 30 Average 10" dia
CHAINLINK FENCE REMOVAL	90	FT	\$20.00	\$1,800	At south park entrance (includes new corner post)
CONCRETE SIDEWALK REMOVAL	100	SF	\$3.00	\$300	At Riggins Road
HMA SURFACE COURSE, 3" THICK	760	TON	\$100.00	\$76,000	2600' of 10'-wide on north-south segment. 1800' of 8'-wide on east-west segment.
HMA BASE COURSE, 3" THICK FOR WIDENING	230	SY	\$30.00	\$6,900	2 ft wide along existing HMA path behind Field 2 and 3.
6" AGGREGATE BASE COURSE	4,500	SY	\$20.00	\$90,000	2600'@10' Wide AND 1800'@8' Wide
PROCESSING MODIFIED SOILS 12"	4,500	SY	\$10.00	\$45,000	Assume only needed for new path alignment
DETECTABLE WARNING PANELS	200	SF	\$50.00	\$10,000	10 crossings at 20-sf/ ea
PAVEMENT MARKINGS - 4" LINE	1,500	FT	\$3.00	\$4,500	
PAVEMENT MARKINGS - 24"	100	FT	\$10.00	\$1,000	
SIGNS	25	EACH	\$300.00	\$7,500	Roadway signs and bike trail signs
RETRACTABLE BOLLARDS	9	EACH	\$2,000.00	\$18,000	
KIOSK/ BIKE RACK	3	EACH	\$2,000.00	\$6,000	In Spin City lot and Field 1 lot.
TREES	20	EA	\$500.00	\$10,000	Est. to replace +-20 trees
TREE PRUNING	1	LUMP SUM	\$12,500.00	\$12,500	125-hrs at \$100/ hr (about 3 crew days)
TRENCH DRAIN	1	EACH	\$5,000.00	\$5,000	At Riggins Road Xing
STAIRS	10	CY	\$500.00	\$5,000	At Bridge near Field 4
HANDRAIL	40	FT	\$150.00	\$6,000	At Bridge near Field 4
INLET	1	EACH	\$2,000.00	\$2,000	1 NE corner of park
STORM SEWER	210	FT	\$60.00	\$12,600	(5) 12" pipes at 30'-long. (2) 15" pipe at 30'-long
FLARED END SECTIONS	14	EACH	\$1,200.00	\$16,800	
BOX CULVERTS	100	FT	\$150.00	\$15,000	Assume (2) 6'x2' boxes at 50'-long.
BOX CULVERT END SECTIONS	4	EACH	\$2,000.00	\$8,000	
SEEDING	2.5	AC	\$5,000.00	\$12,500	Assume 10' on each side of path
STONE RIP RAP	140	SY	\$50.00	\$7,000	Assume 15 sy at each pipe (9 total)
TEMP DITCH CHECKS	500	FT	\$12.00	\$6,000	
INLET AND PIPE PROTECTION	18	EA	\$150.00	\$2,700	
CONCRETE WASHOUT PIT	2	EACH	\$1,650.00	\$3,300	
PERIMETER EROSION BARRIER	5,400	LF	\$4.00	\$21,600	One side of proposed trail
STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$700.00	\$1,400	
FURNISHED EXCAVATION	1,000	CU YD	\$26.00	\$26,000	Trail along berm in park will require fill.
EARTH EXCAVATION	3,000	CU YD	\$15.00	\$45,000	Assume 1' excavation for aggregate base
GRADING AND SHAPING DITCHES	1,000	ft	\$15.00	\$15,000	Assume 1000 LF of ditch 1ft deep, 2ft bottom, 3:1
SUBTOTAL				\$515,400	

Subtotal of Construction Cost:				\$515,400	
MOBILIZATION		5%		\$25,800	Estimated about 5% of the construction value
CONSTRUCTION STAKING/LAYOUT		3%		\$15,500	Estimated about 3% of the construction value
CONSTRUCTION ADMIN / INSURANCE		3%		\$15,500	Estimated about 3% of the construction value
MISC CONSTRUCTION ITEMS		15%		\$77,300	Estimated about 15% of the construction value
TOTAL PATH CONSTRUCTION COST:				\$650,000	

N/F
 TRI-TOWNSHIP PARK
 DISTRICT
 09-1-22-08-00-000-009.006
 BK 4281, PG 1823

N/F
 TRI-TOWNSHIP PARK
 DISTRICT
 09-1-22-08-00-000-010
 DOC. 2004R45376

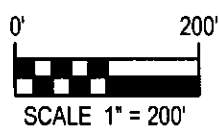
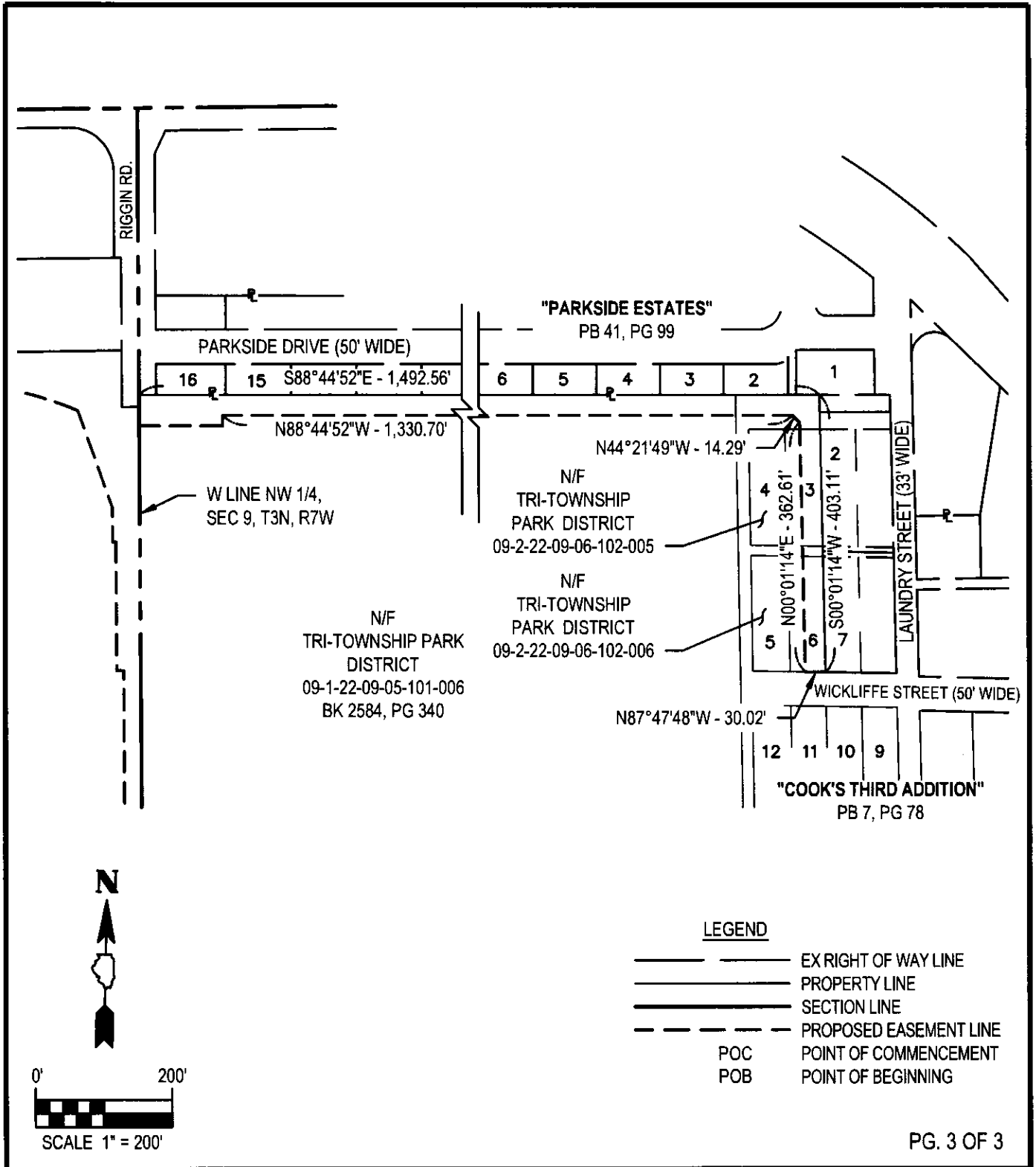
N/F
 TRI-TOWNSHIP PARK
 DISTRICT
 09-1-22-09-09-101-001
 09-1-22-09-09-101-002
 09-1-22-09-09-101-002.001
 BK 2584, PG 340
 BK 3365, PG 1260



LEGEND

- EX RIGHT OF WAY LINE
- PROPERTY LINE
- SECTION LINE
- PROPOSED EASEMENT LINE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING

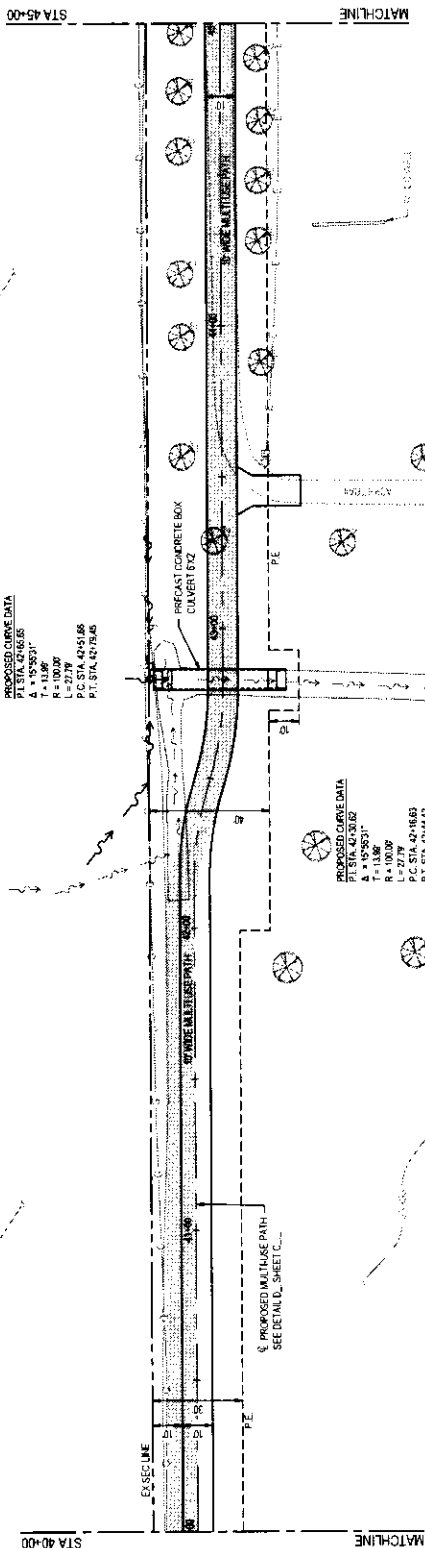
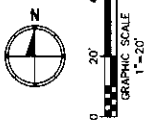
PROPOSED USE: PERMANENT EASEMENT	AREA OF TRACT		
	158,319 SQ FT ±	3.63 ACRE ±	
<p>100 Lanter Court, Suite 1 Collinsville, IL 62234 618.345.2200 www.oatesassociates.com Collinsville St. Louis Belleville St. Charles ILLINOIS DESIGN FIRM LICENSE NO. 184.001115</p>	PERMANENT EASEMENT MULTI-USE PATH FROM US 40 THROUGH TROY PARK CITY OF TROY, IL	PROJECT NO.: 19090	EXHIBIT: A
		DATE: 07/20/2020	
		REVISION: -	



LEGEND

- EX RIGHT OF WAY LINE
- PROPERTY LINE
- SECTION LINE
- PROPOSED EASEMENT LINE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING

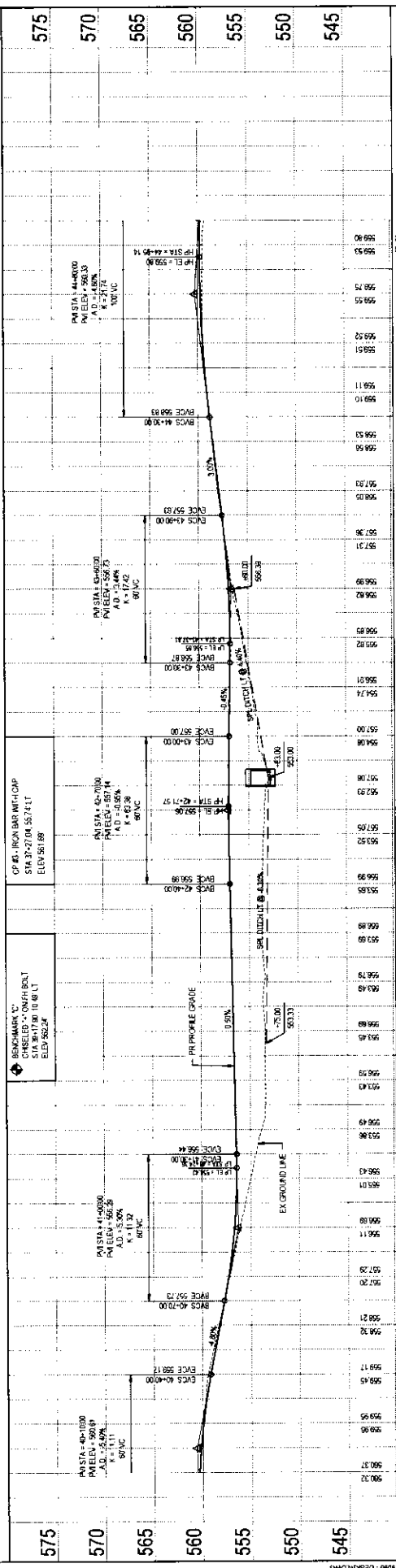
PROPOSED USE: PERMANENT EASEMENT	AREA OF TRACT		
	158,319 SQ FT ±	3.63 ACRE ±	
OATES ASSOCIATES 100 Lanter Court, Suite 1 Collinsville, IL 62234 618.345.2200 www.oatesassociates.com <small>Collinsville St. Louis Belleville St. Charles</small> <small>ILLINOIS DESIGN FIRM LICENSE NO. 184.001115</small>	PERMANENT EASEMENT MULTI-USE PATH FROM US 40 THROUGH TROY PARK CITY OF TROY, IL	PROJECT NO.: 19090 <hr/> DATE: 07/20/2020 <hr/> REVISION: -	EXHIBIT: <h1 style="font-size: 2em; margin: 0;">A</h1>



PROPOSED CURVE DATA
 P.I. STA. 42+66.85
 Δ = 45°29'31"
 R = 100.00'
 L = 27.79'
 P.C. STA. 40+51.86
 P.T. STA. 42+91.85

PROPOSED CURVE DATA
 P.I. STA. 42+30.82
 Δ = 45°29'31"
 R = 100.00'
 L = 27.79'
 P.C. STA. 42+16.83
 P.T. STA. 42+44.82

PROPOSED MULTI-USE PATH
 SEE DETAIL D, SHEET C...



P.I. STA. 41+00.00
 P.V. ELEV. 560.19
 Δ = 11°17'
 R = 80' NC

P.I. STA. 41+00.00
 P.V. ELEV. 565.25
 Δ = 11°17'
 R = 80' NC

P.I. STA. 42+70.00
 P.V. ELEV. 567.14
 Δ = 11°17'
 R = 80' NC

OF 45' HIGH BAR MITCHUP
 STA 37+04.35 / 41' T
 ELEV 561.88'

BENCHMARK 'A'
 5' x 3" x 17" BOLT
 STA 30+17.80 TO 40' L.T.
 ELEV 562.24'

STATION	ELEVATION	DESCRIPTION	DESIGNED		AS BUILT	
			DATE	BY	DATE	BY
575	575.00	EXISTING GROUND				
570	570.00	EXISTING GROUND				
565	565.00	EXISTING GROUND				
560	560.00	EXISTING GROUND				
555	555.00	EXISTING GROUND				
550	550.00	EXISTING GROUND				
545	545.00	EXISTING GROUND				

QATES ASSOCIATES
 116 E MARKET ST
 TROY, IL 62294

CITY OF TROY
 116 E MARKET ST
 TROY, IL 62294

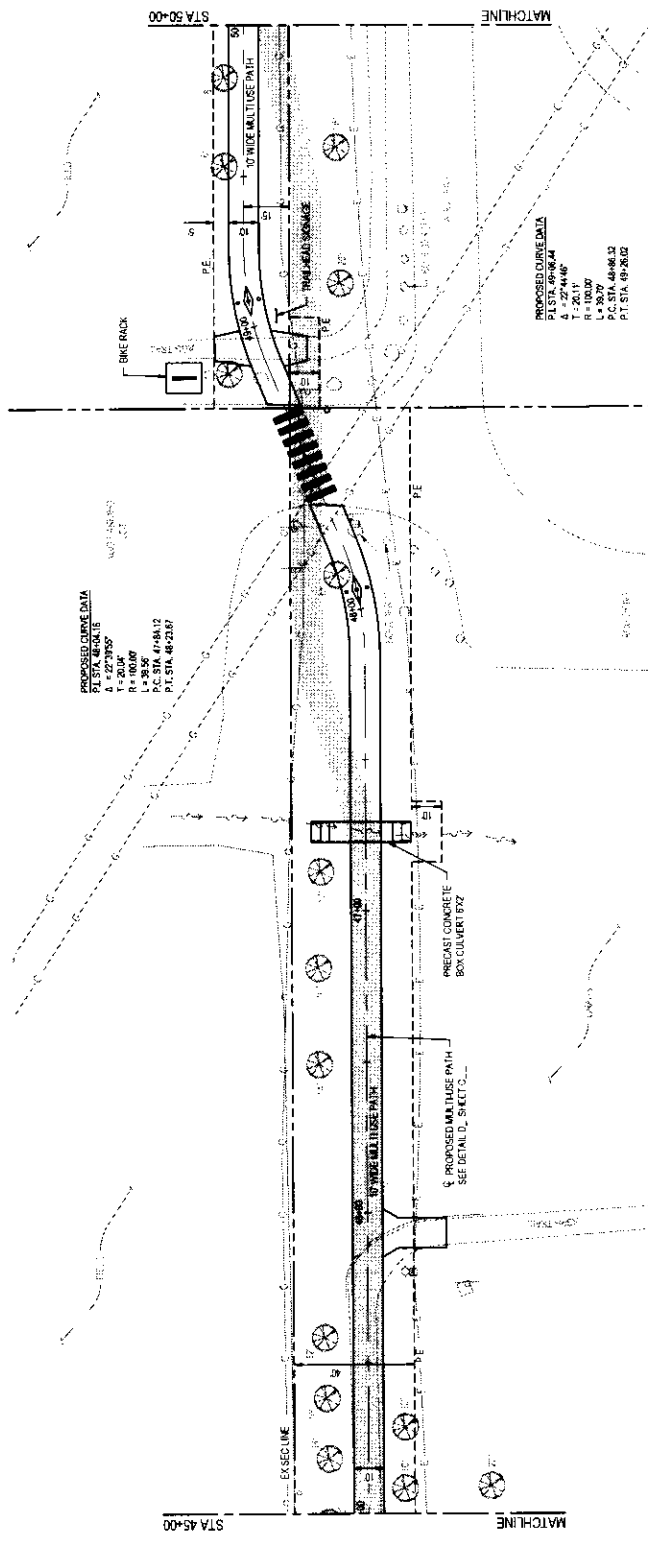
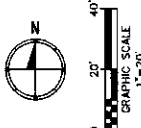
PLAN & PROFILES

SECTION	COUNTY	TOTAL SHEETS
CITY OF TROY	MAHON	1

NO.	REVISION	DATE
1	ISSUED FOR PERMITS	
2	ISSUED FOR CONSTRUCTION	

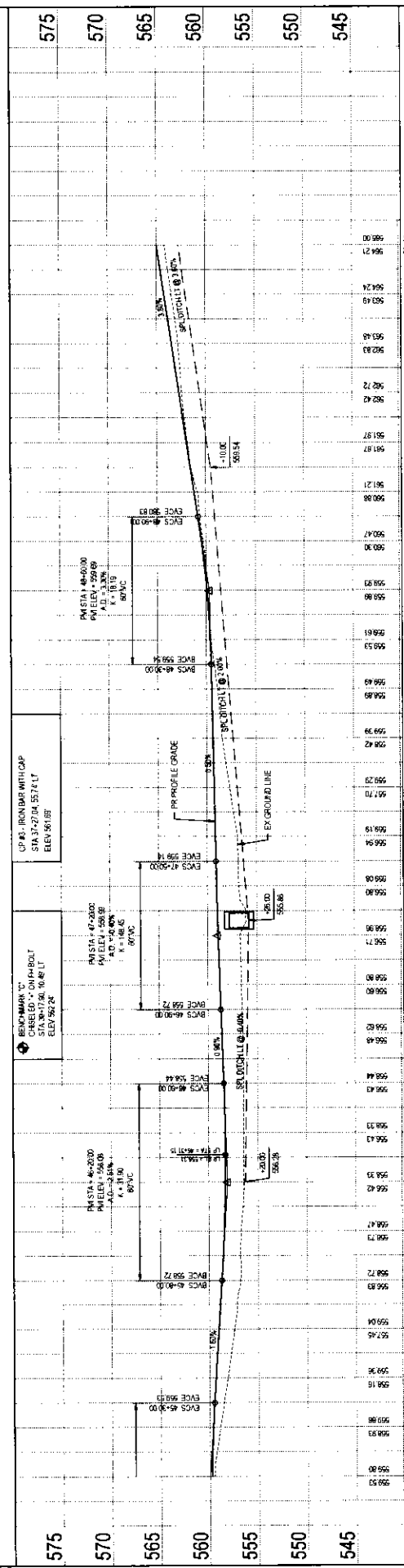
NO.	REVISION	DATE
1	ISSUED FOR PERMITS	
2	ISSUED FOR CONSTRUCTION	

SCALE: 1"=20'



PROPOSED CURVE DATA
 PVI STA 46.000
 L = 200.00
 R = 100.00
 T = 28.28
 P.C. STA 45.400
 P.T. STA 46.600

PROPOSED CURVE DATA
 PVI STA 49.000
 L = 200.00
 R = 100.00
 T = 28.28
 P.C. STA 48.400
 P.T. STA 49.600



PROPOSED CURVE DATA
 PVI STA 47.000
 L = 200.00
 R = 100.00
 T = 28.28
 P.C. STA 46.400
 P.T. STA 47.600

PROPOSED CURVE DATA
 PVI STA 49.000
 L = 200.00
 R = 100.00
 T = 28.28
 P.C. STA 48.400
 P.T. STA 49.600

STATION	ELEVATION	PROFILE	EXISTING	PROPOSED	REMARKS
575	598.00				
570	596.21				
565	594.74				
560	592.83				
555	591.19				
550	589.72				
545	588.42				
540	587.15				
535	585.91				
530	584.70				
525	583.52				
520	582.36				
515	581.22				
510	580.10				
505	579.00				
500	577.92				
495	576.86				
490	575.82				
485	574.80				
480	573.80				
475	572.82				
470	571.86				
465	570.92				
460	570.00				
455	569.10				
450	568.22				
445	567.36				
440	566.52				
435	565.70				
430	564.90				
425	564.12				
420	563.36				
415	562.62				
410	561.90				
405	561.20				
400	560.52				
395	559.86				
390	559.22				
385	558.60				
380	558.00				
375	557.42				
370	556.86				
365	556.32				
360	555.80				
355	555.30				
350	554.82				
345	554.36				
340	553.92				
335	553.50				
330	553.10				
325	552.72				
320	552.36				
315	552.02				
310	551.70				
305	551.40				
300	551.12				
295	550.86				
290	550.62				
285	550.40				
280	550.20				
275	550.02				
270	549.86				
265	549.72				
260	549.60				
255	549.50				
250	549.42				
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35	549.30				
30	549.30				
25	549.30				
20	549.30				
15	549.30				
10	549.30				
5	549.30				
0	549.30				

GATES ASSOCIATES
 ENGINEERS ARCHITECTS
 116 E MARKET ST
 TROY, IL 62294

PROJECT: 116 E MARKET ST
 SHEET NO: 200007-38
 DATE: 11/11/11

USER NAME: SWMARGIEY
 PROJECT: 116 E MARKET ST
 SHEET NO: 200007-38
 DATE: 11/11/11

REVISIONS:
 1. 11/11/11 SWMARGIEY
 2. 11/11/11 SWMARGIEY
 3. 11/11/11 SWMARGIEY

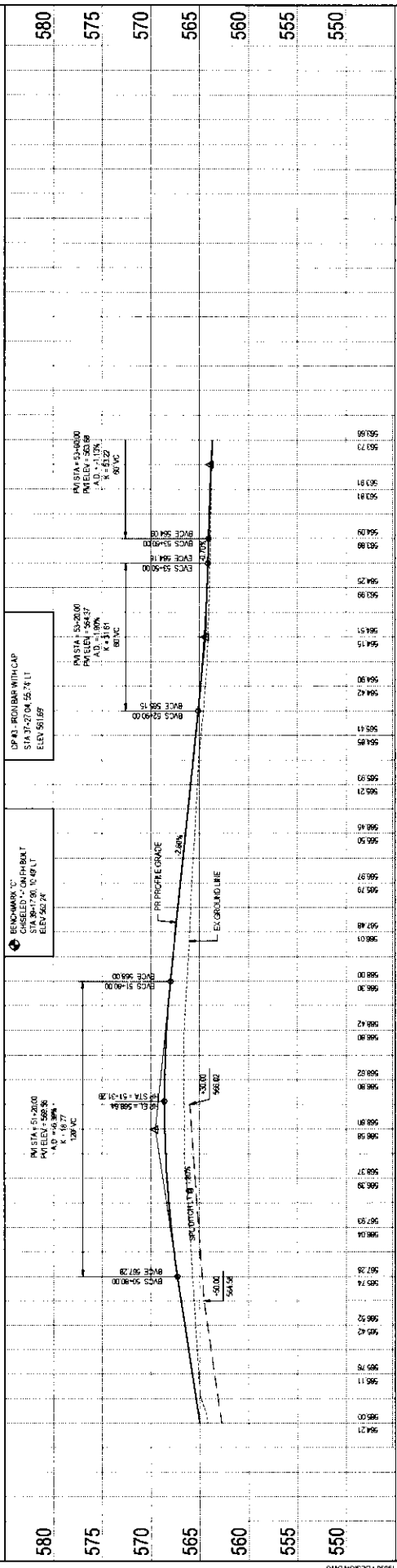
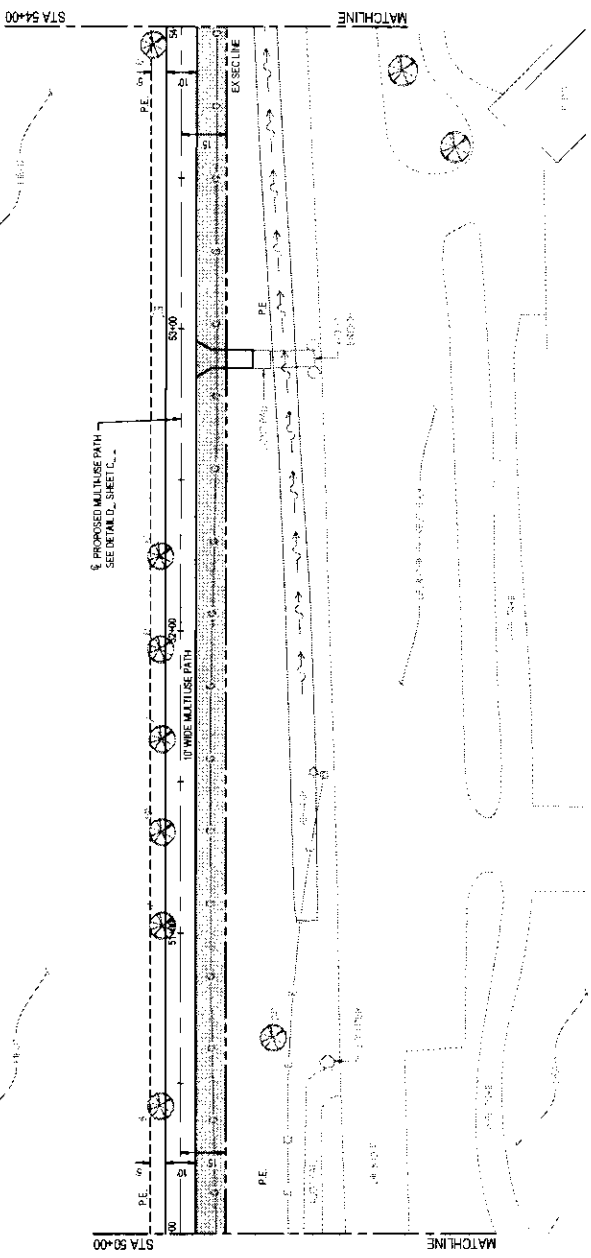
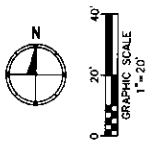
SCALE: 1" = 40'-0"

SHEET NO. 38 OF 38 SHEETS STA. 45+00 TO STA. 50+00

PLAN & PROFILES

CITY OF TROY PEDESTRIAN PATHS
 MADISON COUNTY ILLINOIS
 TOTAL SHEETS: 38
 SHEET NO.: 38

NO.	DATE	BY	CHKD.	APP.	REVISION
1					
2					
3					
4					
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38					



STA	ELEVATION	DESCRIPTION
580	568.00	BVC STA 50+00.00
575	568.00	EVC STA 52+00.00
570	568.00	BVC STA 53+00.00
565	568.00	EVC STA 54+00.00
560	568.00	
555	568.00	
550	568.00	

OATES ASSOCIATES
 LUKUS DESIGN LICENSE NO. BA08115

PROJECT: 1990 - DESIGN ONLY

USER NAME: SAM WARKLEY
 PLOT SCALE: 1" = 10'
 PLOT DATE: 2020-07-20

DESIGNED: []
 CHECKED: []
 DATE: []

REVISIONS:

NO.	DESCRIPTION	DATE

CITY OF TROY
 116 E MARKET ST
 TROY, IL 62294

SCALE: []

SHEET NO. [] OF [] SHEETS

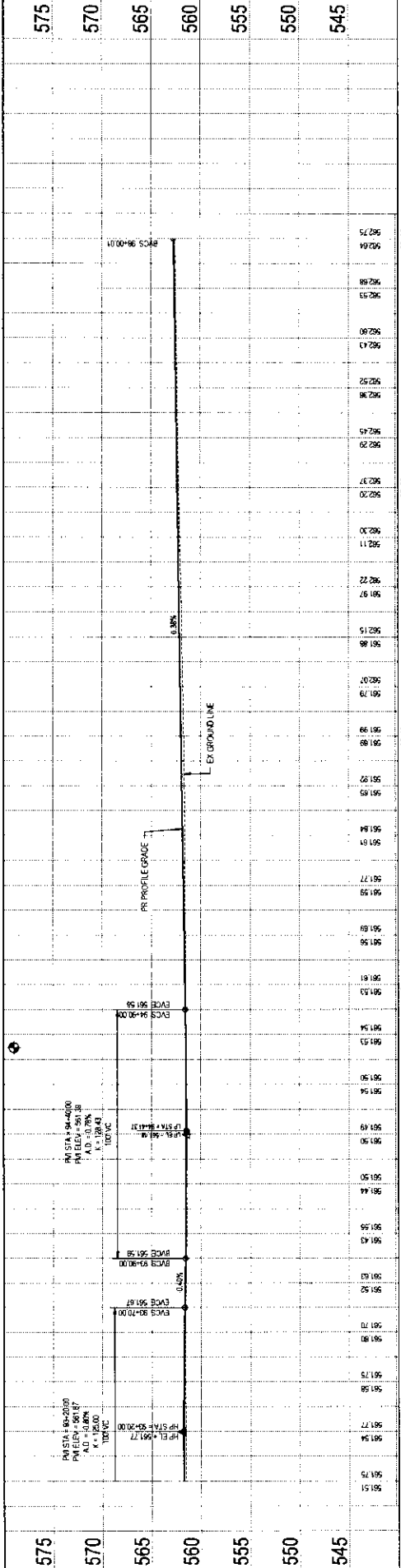
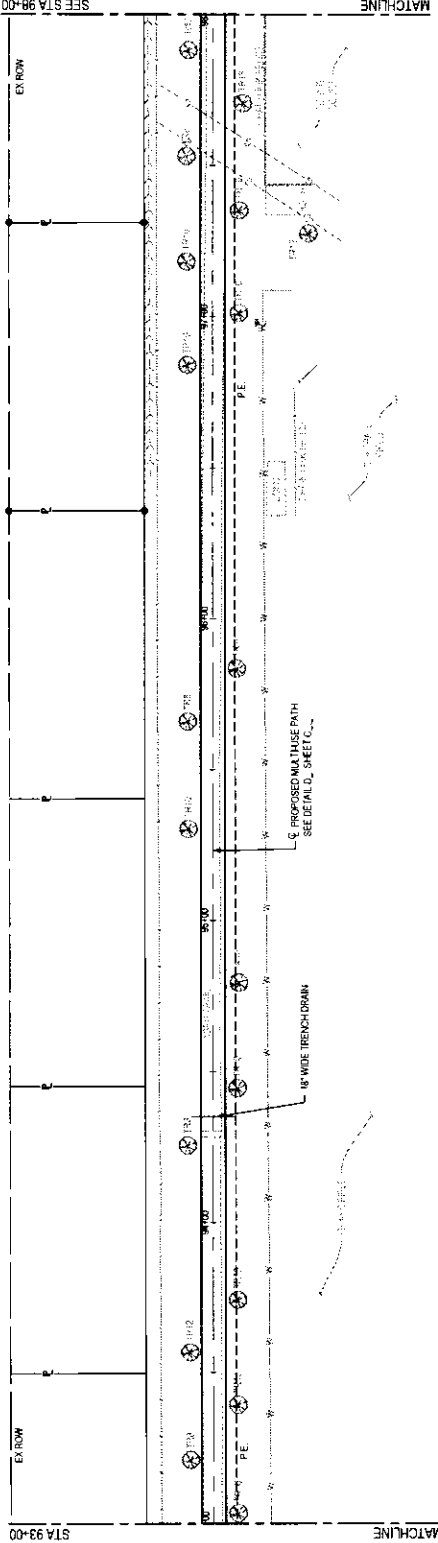
SECTION: []
 COUNTY: []
 CITY OF TROY DESIGN PART PATS

FAU: []
 SITE: []

TOTAL SHEET: []
 SHEETS: []



PARKSIDE DRIVE



STATION	ELEVATION	PROFILE	GROUND
93+00	551.5		
93+05	551.75		
93+10	551.5		
93+15	551.25		
93+20	551.0		
93+25	550.75		
93+30	550.5		
93+35	550.25		
93+40	550.0		
93+45	549.75		
93+50	549.5		
93+55	549.25		
93+60	549.0		
93+65	548.75		
93+70	548.5		
93+75	548.25		
93+80	548.0		
93+85	547.75		
93+90	547.5		
93+95	547.25		
94+00	547.0		
94+05	546.75		
94+10	546.5		
94+15	546.25		
94+20	546.0		
94+25	545.75		
94+30	545.5		
94+35	545.25		
94+40	545.0		
94+45	544.75		
94+50	544.5		
94+55	544.25		
94+60	544.0		
94+65	543.75		
94+70	543.5		
94+75	543.25		
94+80	543.0		
94+85	542.75		
94+90	542.5		
94+95	542.25		
95+00	542.0		
95+05	541.75		
95+10	541.5		
95+15	541.25		
95+20	541.0		
95+25	540.75		
95+30	540.5		
95+35	540.25		
95+40	540.0		
95+45	539.75		
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95+65	538.75		
95+70	538.5		
95+75	538.25		
95+80	538.0		
95+85	537.75		
95+90	537.5		
95+95	537.25		
96+00	537.0		
96+05	536.75		
96+10	536.5		
96+15	536.25		
96+20	536.0		
96+25	535.75		
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97+50	529.5		
97+55	529.25		
97+60	529.0		
97+65	528.75		
97+70	528.5		
97+75	528.25		
97+80	528.0		
97+85	527.75		
97+90	527.5		
97+95	527.25		
98+00	527.0		

OATES ASSOCIATES
ILLINOIS DESIGN PROFESSIONAL ENGINEERING FIRM

PROJECT: 10900 - DESIGN DWG
USER NAME: SAM WARDLEY
PROJ SCALE: 1" = 1'
PROJ DATE: 2020/07/20

REVISIONS:
REVISION NO. | DESCRIPTION | DATE

CITY OF TROY
116 E MARKET ST
TROY, IL 62294

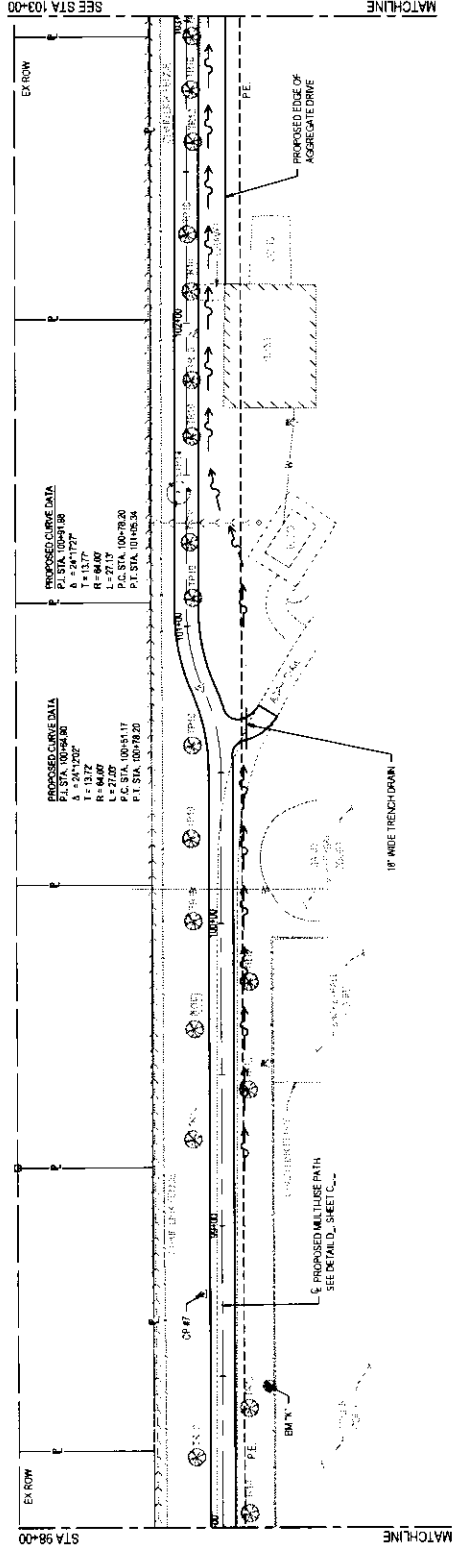
SECTION	SECTION	COUNTY	TOTAL SHEETS
		WABASH	10
CITY OF TROY PEDESTRIAN PATHS			
SHEET NO. 10			

NO.	DATE	BY	DESCRIPTION

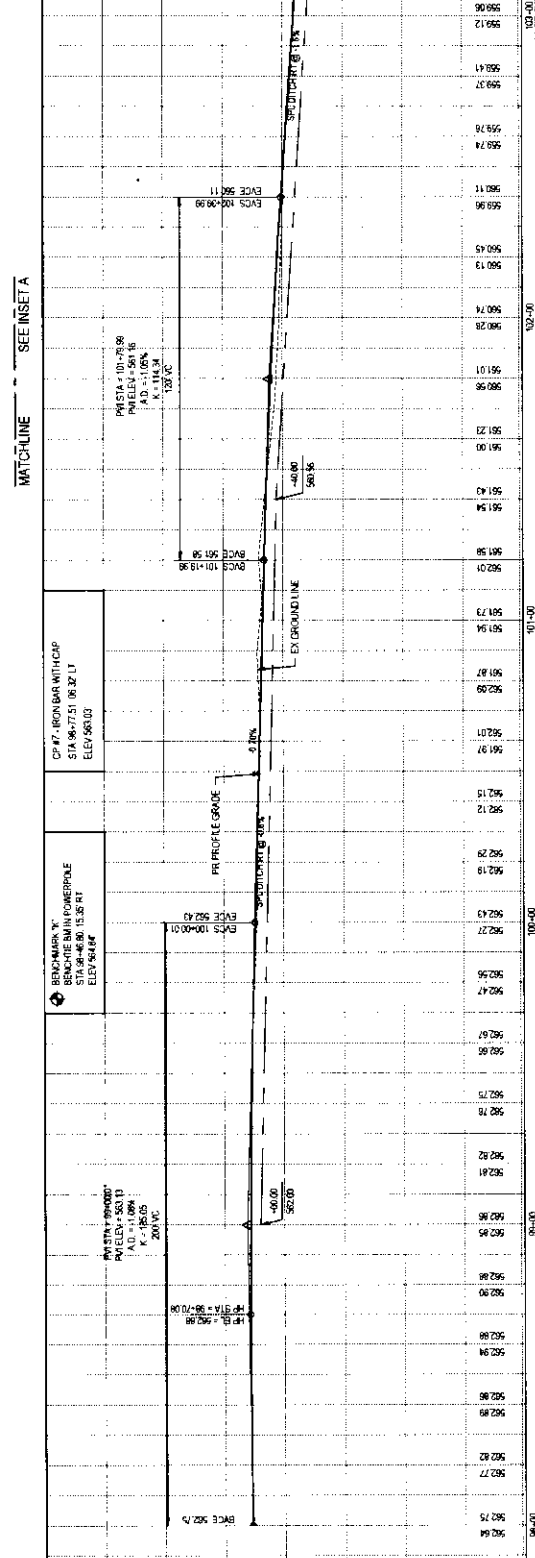
NO.	DATE	BY	DESCRIPTION



PARKSIDE DRIVE



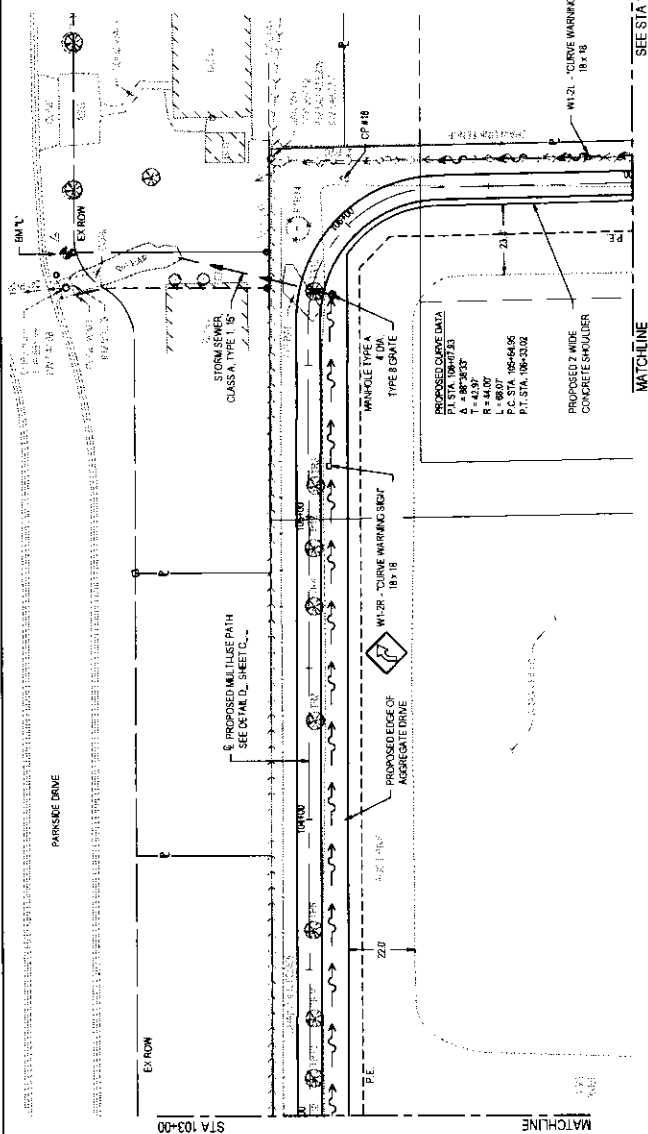
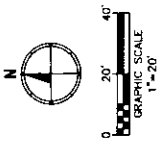
NO.	REVISION	DATE
1	ISSUED FOR PERMITS	11/15/20
2	REVISED	11/15/20
3	REVISED	11/15/20
4	REVISED	11/15/20
5	REVISED	11/15/20



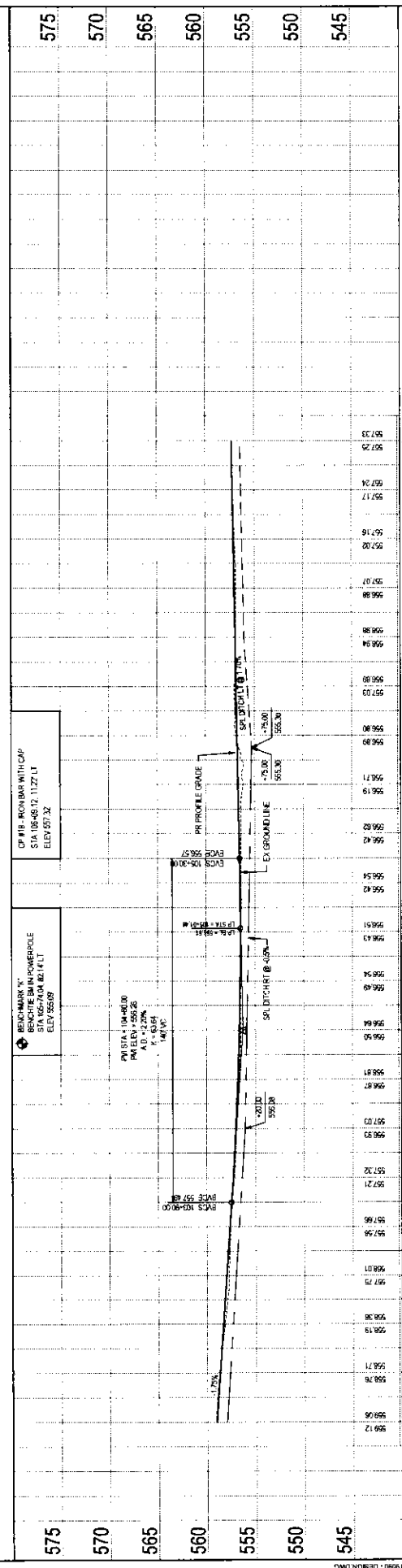
NO.	REVISION	DATE
1	ISSUED FOR PERMITS	11/15/20
2	REVISED	11/15/20
3	REVISED	11/15/20
4	REVISED	11/15/20
5	REVISED	11/15/20

USER NAME = SAM HARGREY PLOT SCALE = 1" = 1' PLOT DATE = 11/15/20		DESIGNED CHECKED DATE		REVISED REVISED REVISED	
USER NAME = SAM HARGREY PLOT SCALE = 1" = 1' PLOT DATE = 11/15/20		DESIGNED CHECKED DATE		REVISED REVISED REVISED	
CITY OF TROY 116 E MARKET ST TROY, IL 62294		SHEET NO. 02 OF 037 SHEETS: 874 TO STA.		SCALE	
PLAN & PROFILES		COUNTY: MADISON CITY OF TROY PEDESTRIAN PATHS		TOTAL SHEET 027 OF 037	

FILE NAME = 19990 - DESIGN.DWG
 OATES ASSOCIATES
 1160 S. BROADWAY, SUITE 100, TROY, IL 62294
 TEL: 618-243-1100
 WWW.OATESASSOCIATES.COM



PROPOSED CURVE DATA
 P.T.S. STA. 106+77.33
 A = 180.00'
 T = 43.97'
 R = 44.00'
 P.C. STA. 106+44.66
 P.T.S. STA. 106+32.02



STA	ELEV	PROF	PLAN	SCALE	DATE	DESIGNED	CHECKED	DATE
575	575							
570	570							
565	565							
560	560							
555	555							
550	550							
545	545							

FILE NAME = 19890 - DESIGN.DWG
 USER NAME = SAM WADLEY
 PLOT SCALE = 1" = 10'
 PLOT DATE = 2004-02

CITY OF TROY
 116 E MARKET ST
 TROY, IL 62294

PLAN & PROFILES
 SHEET NO. 03 OF 03
 SCALE

SECTION
 COUNTY
 TOWN
 CITY OF TROY PEDESTRIAN PATHS

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

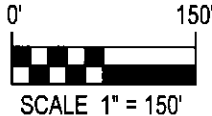
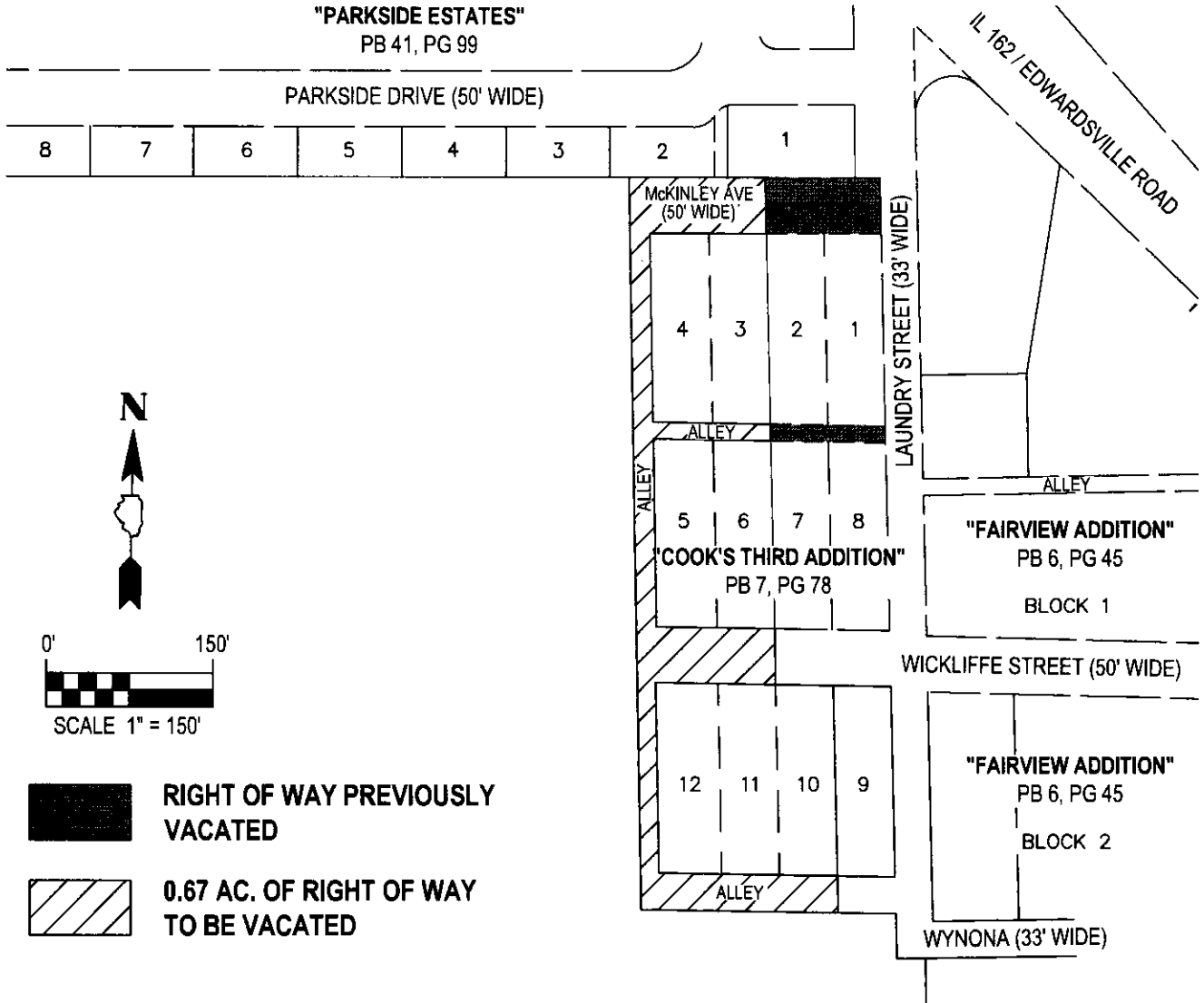
ROW Vacation
Troy, Illinois
Tri-Township Park District

All of McKinley Avenue and the alleys adjacent to Lots 3 and 4, all of Wickliffe Street and the alleys adjacent to Lots 5 and 6, and all of the alleys adjacent to Lots 10, 11, and 12, all as platted in "Cook's Third Addition", a subdivision of part of the Northwest Quarter of Section 9, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, reference being had to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 7 on Page 78.

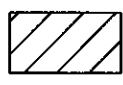
Said parcel contains 0.67 acre, more or less.

RIGHT OF WAY TO BE VACATED BY THE CITY OF TROY, MADISON COUNTY, ILLINOIS BY
 ORDINANCE NO. _____ BEING PART OF "COOKS THIRD ADDITION" SUBDIVISION,
 REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED IN THE RECORDER'S
 OFFICE OF MADISON COUNTY, ILLINOIS IN PLAT BOOK "7" ON PAGE 78.

"PARKSIDE ESTATES"
 PB 41, PG 99



 RIGHT OF WAY PREVIOUSLY VACATED

 0.67 AC. OF RIGHT OF WAY TO BE VACATED



THIS IS TO CERTIFY THAT WE, OATES ASSOCIATES, INC., HAVE AT THE REQUEST OF THE CITY OF TROY, ILLINOIS, PREPARED THIS EXHIBIT FROM RECORD SOURCES.

Steven M. Keil

6/18/2020

STEVEN M. KEIL
 ILLINOIS PROFESSIONAL LAND SURVEYOR
 NO. 035-003119
 EXPIRES 11-30-20

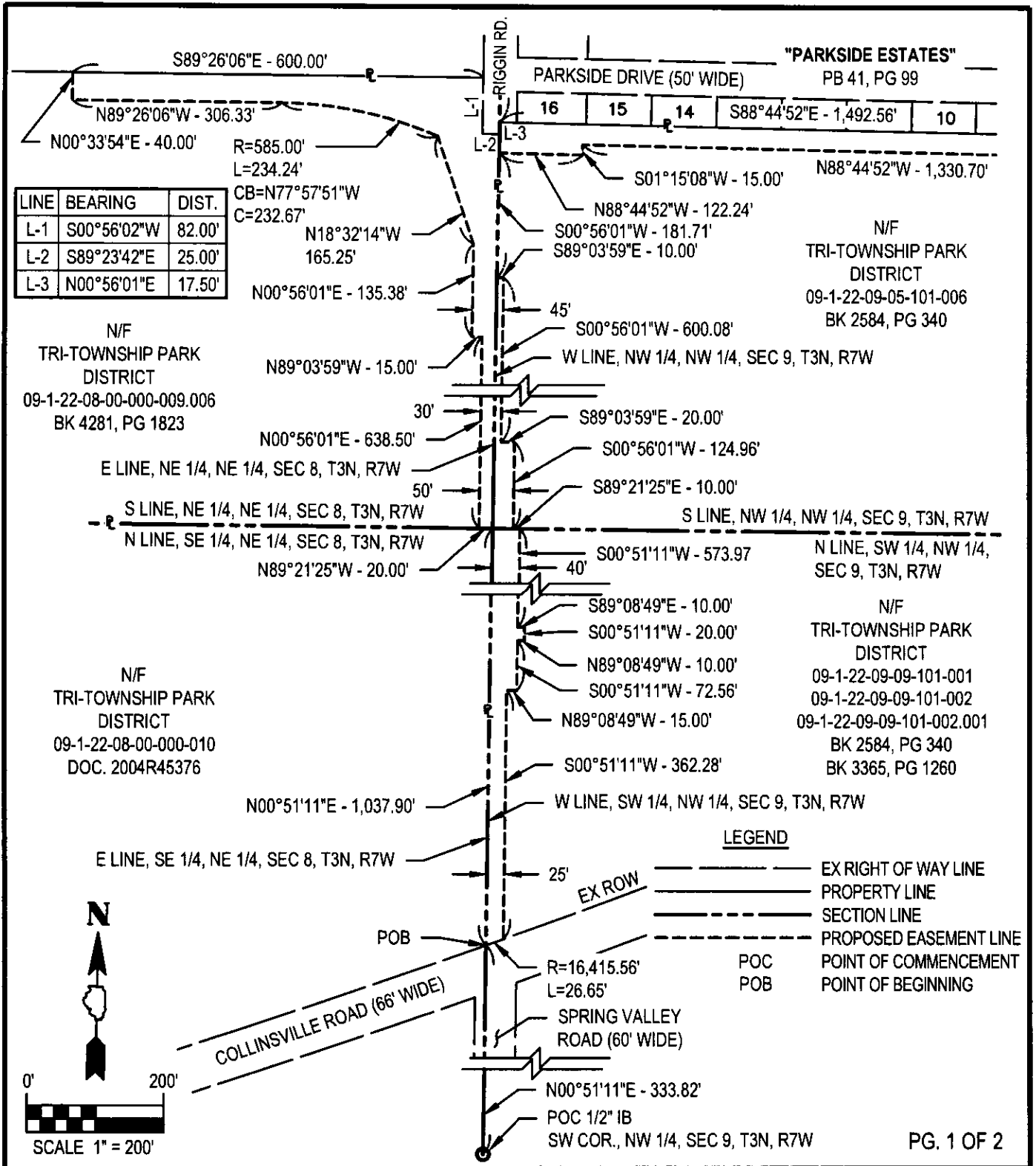


100 Lanter Court, Suite 1
 Collinsville, IL 62234
 618.345.2200
 www.oatesassociates.com
 Collinsville St. Louis Belleville St. Charles
 ILLINOIS DESIGN FIRM LICENSE NO. 184.001115

CITY OF TROY
 MADISON COUNTY, IL
 RIGHT OF WAY VACATION

PROJECT NO.:
 19090
 DATE:
 6/04/2020
 REVISION:
 -

EXHIBIT:
A



LINE	BEARING	DIST.
L-1	S00°56'02"W	82.00'
L-2	S89°23'42"E	25.00'
L-3	N00°56'01"E	17.50'

N/F
 TRI-TOWNSHIP PARK
 DISTRICT
 09-1-22-08-00-000-009.006
 BK 4281, PG 1823

N/F
 TRI-TOWNSHIP PARK
 DISTRICT
 09-1-22-08-00-000-010
 DOC. 2004R45376

"PARKSIDE ESTATES"
 PB 41, PG 99
 16 15 14 S88°44'52"E - 1,492.56' 10
 S01°15'08"W - 15.00'
 N88°44'52"W - 1,330.70'
 N88°44'52"W - 122.24'
 S00°56'01"W - 181.71'
 S89°03'59"E - 10.00'
 N/F
 TRI-TOWNSHIP PARK
 DISTRICT
 09-1-22-09-05-101-006
 BK 2584, PG 340

N/F
 TRI-TOWNSHIP PARK
 DISTRICT
 09-1-22-09-09-101-001
 09-1-22-09-09-101-002
 09-1-22-09-09-101-002.001
 BK 2584, PG 340
 BK 3365, PG 1260

LEGEND

- EX RIGHT OF WAY LINE
- PROPERTY LINE
- SECTION LINE
- PROPOSED EASEMENT LINE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING

PROPOSED USE:
 PERMANENT EASEMENT

AREA OF TRACT	
161,493 SQ FT ±	3.71 ACRE ±

100 Lanter Court, Suite 1
 Collinsville, IL 62234
 618.345.2200
 www.oatesassociates.com
 Collinsville St. Louis Belleville St. Charles
 ILLINOIS DESIGN FIRM LICENSE NO. 184.001115

PERMANENT EASEMENT
 MULTI-USE PATH FROM
 US 40 THROUGH TROY PARK
 CITY OF TROY, IL

PROJECT NO.:
 19090
 DATE:
 6/01/2020
 REVISION:

EXHIBIT:
A

Permanent Easement

County: Madison

Owner: Tri-Township Park District

Parcel Number: 09-1-22-09-09-101-001
09-1-22-09-09-101-002
09-1-22-09-09-101-002.001
09-1-22-08-00-000-009.006
09-1-22-09-05-101-006
09-2-22-09-06-102-005
09-2-22-09-06-102-006

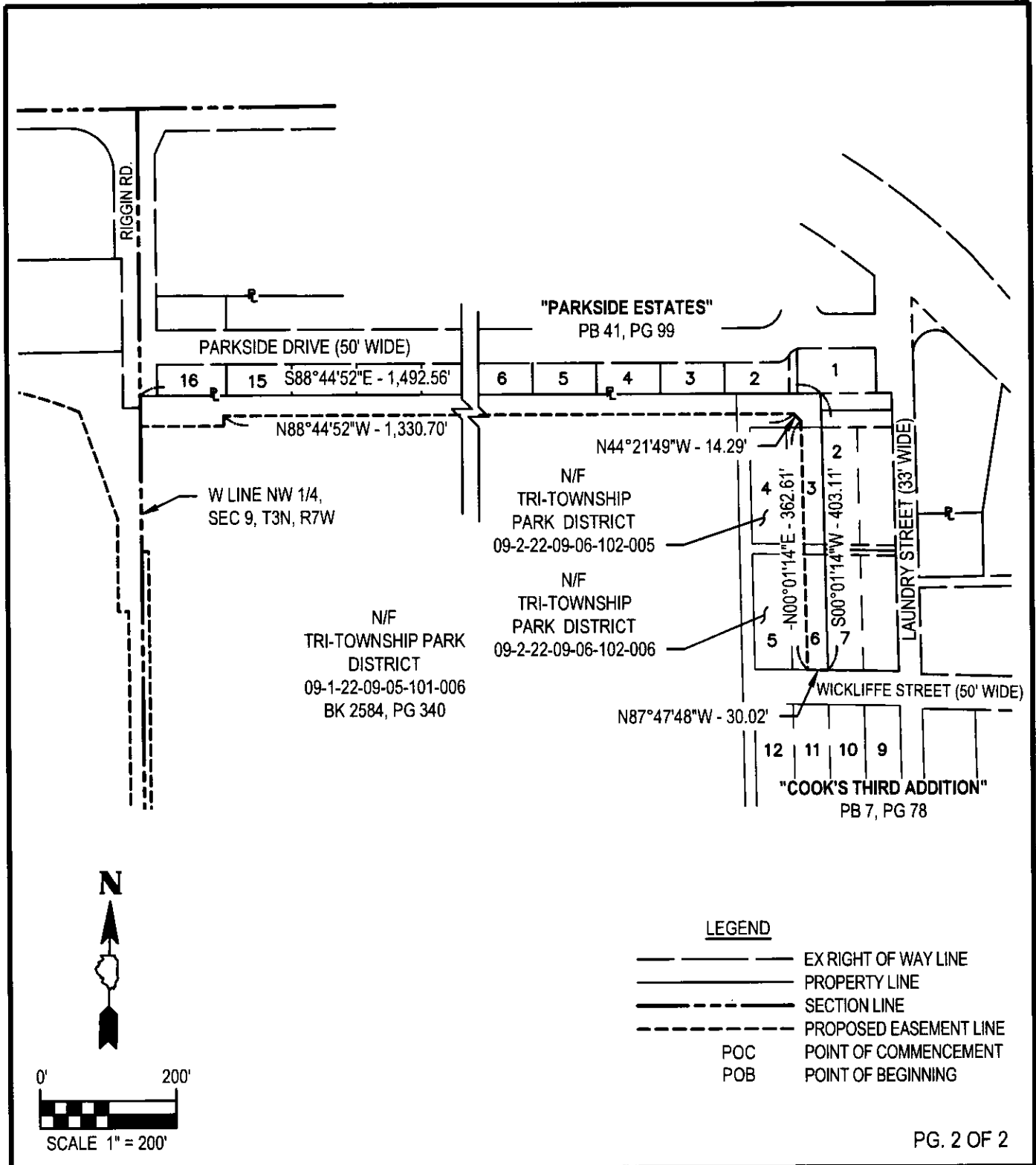
Part of the Northeast Quarter of Section 8 and the Northwest Quarter of Section 9, Township 3 North, Range 7 West of the Third Principal Meridian, Madison County, Illinois, described as follows:


Commencing at a 1/2 inch iron rebar, marking the southwest corner of said Northwest Quarter; thence on an assumed bearing of North 00 degree 51 minutes 11 seconds East on the west line of said Northwest Quarter, 333.82 feet to the north right of way line of Collinsville Road, said point being the Point of Beginning.

From said Point of Beginning; thence continuing North 00 degree 51 minutes 11 seconds East on said west line, 1,037.90 feet to the north line of the Southeast Quarter of said Northeast Quarter; thence North 89 degrees 21 minutes 25 seconds West on said north line, 20.00 feet; thence North 00 degree 56 minutes 01 second East, 638.50 feet; thence North 89 degrees 03 minutes 59 seconds West, 15.00 feet; thence North 00 degree 56 minutes 01 second East, 135.38 feet; thence North 18 degrees 32 minutes 14 seconds West, 165.25 feet; thence westerly 234.24 feet on a non-tangential curve to the left having a radius of 585.00 feet, the chord of said curve bears North 77 degrees 57 minutes 51 seconds West, 232.67 feet; thence North 89 degrees 26 minutes 06 seconds West, 306.33 feet; thence North 00 degree 33 minutes 54 seconds East, 40.00 feet to the north line of a tract of land described in the deed to the Tri-Township Park District, as recorded in the Recorder's Office of Madison County, Illinois, in Book 4281 on Page 1823; thence South 89 degrees 26 minutes 06 seconds East on said north line, 600.00 feet to the west right of way line of Riggin Road; thence South 00 degree 56 minutes 02 seconds West on said west right of way line, 82.00 feet to the southerly right of way line of Riggin Road; thence South 89 degrees 23 minutes 42 seconds East on said southerly right of way line, 25.00 feet; thence North 00 degree 56 minutes 01 second East continuing on said southerly right of way line, 17.50 feet; thence South 88 degrees 44 minutes 52 seconds East continuing on said southerly right of way line and the south line of "Parkside Estates", reference being had to the plat thereof recorded in Plat Book 41 on Page 99 in said Recorder's Office, 1,492.56 feet to the northerly extension of the east lines of Lots 3 and 6 of "Cook's Third Addition", reference being had to the plat thereof recorded in Plat Book 7 on Page 78; thence South 00 degree 01 minute 14 seconds West on said northerly extension and east lines of said Lots 3 and 6, a distance of 403.11 feet to the north right of way line of Wickliffe Street; thence North 87 degrees 47 minutes 48 seconds West on said north right of way line, 30.02 feet; thence North 00 degree 01 minute 14 seconds East, 362.61 feet; thence North 44 degrees 21 minutes 49 seconds West, 14.29 feet; thence North 88 degrees 44 minutes 52 seconds West, 1,330.70 feet; thence South 01 degree 15 minutes 08 seconds West, 15.00 feet; thence North

88 degrees 44 minutes 52 seconds West, 122.24 feet to the west line of said Northwest Quarter; thence South 00 degree 56 minutes 01 second West on said west line, 181.71 feet; thence South 89 degrees 03 minutes 59 seconds East, 10.00 feet; thence South 00 degree 56 minutes 01 second West, 600.08 feet; thence South 89 degrees 03 minutes 59 seconds East, 20.00 feet; thence South 00 degree 56 minutes 01 second West, 124.96 feet to the south line of the Northwest Quarter of said Northwest Quarter; thence South 89 degrees 21 minutes 25 seconds East on said south line, 10.00 feet; thence South 00 degree 51 minutes 11 seconds West, 573.97 feet; thence South 89 degrees 08 minutes 49 seconds East, 10.00 feet; thence South 00 degree 51 minutes 11 seconds West, 20.00 feet; thence North 89 degrees 08 minutes 49 seconds West, 10.00 feet; thence South 00 degree 51 minutes 11 seconds West, 72.56 feet; thence North 89 degrees 08 minutes 49 seconds West, 15.00 feet; thence South 00 degree 51 minutes 11 seconds West, 362.28 feet to said north right of way line of Collinsville Road; thence Westerly on said north right of way line, 26.65 feet, being a non-tangential curve to the right having a radius of 16,415.56 feet, the chord of said curve bears South 70 degrees 33 minutes 25 seconds West, 26.65 feet to the Point of Beginning.

Said parcel contains 161,493 square feet or 3.71 acres, more or less.



PROPOSED USE: PERMANENT EASEMENT	AREA OF TRACT		PROJECT NO.: 19090	EXHIBIT: A
	161,493 SQ FT ±	3.71 ACRE ±		
 OATES ASSOCIATES 100 Lanter Court, Suite 1 Collinsville, IL 62234 618.345.2200 www.oatesassociates.com <small>Collinsville St. Louis Belleville St. Charles ILLINOIS DESIGN FIRM LICENSE NO. 184.001115</small>	PERMANENT EASEMENT MULTI-USE PATH FROM US 40 THROUGH TROY PARK CITY OF TROY, IL		REVISION: -	
			H:\P\19090 - CITY OF TROY PEDESTRIAN PATHS\SITE\DWG\19090 - EASEMENT EXHIBITS.DWG	