

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda

Resolution or Ordinance (Blue) \_\_\_\_\_  
Waiver of First Requested  
Recommendations of Boards, Commissions & Committees (Green)  
Other Business (Pink) \_\_\_\_\_

X

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: February 13, 2008 (COW) (B of T) Date: February 21, 2008

TITLE: Main Street Access Improvements – IGA with Glenbard School District 87

SUBMITTED BY: David P. Gorman, P.E., Acting Director of Public Works *OGW*

BACKGROUND/POLICY IMPLICATIONS:

Please see attached Inter-Governmental Agreement (IGA).

FISCAL IMPACT/FUNDING SOURCE:

No direct cost

Review (as necessary):

Village Attorney X	Date
Finance Director X	Date
Village Manager X <i>M. N. S. L. M. R.</i>	Date <i>2/13/08</i>

NOTE:

All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



## InterOffice Memo

Legistar # 080101

To:

William T. Lichter, Village Manager

Through:

David P. Gorman, P.E., Acting Director of Public Works

From:

David A. Dratmol, P.E., Village Engineer

Date:

February 13, 2008

Subject:

Intergovernmental Agreement with Glenbard School District 87 regarding Main Street Access Improvements in Front of Glenbard East High School.

The Village of Lombard is planning to widen and improve Main Street from Roosevelt Road to Wilson Avenue. To address traffic and safety concerns in front of Glenbard East High School it was determined that at the entrance to the south parking lot there would need to be a signal and turn lane both on Main Street and at the entrance. To complete the work on the school property and to address other roadway issues, it is necessary to enter into an Intergovernmental Agreement (IGA).

The IGA was drafted by the Village Staff and agreed to by the School Board on February 11, 2008. Staff recommends that the Village Board vote to give the Village President authority to sign the agreement.

Please present this document and resolution to the President and Board of Trustees for their review at their regular meeting of February 21, 2008.

DAD/pk



Property onto Main Street (hereinafter referred to as the "Access Improvements"), part of the Main Street Project, which would provide for better access from the School the VILLAGE has offered to construct certain improvements on the School Property, as **WHEREAS**, in an effort to save the SCHOOL DISTRICT both time and money,

attached hereto and made part hereof; and

Project"), the parameters of said Main Street Project being depicted on Exhibit "A" immediately adjacent to the School Property (hereinafter referred to as the "Main Street Main Street Access Improvement Project, which will improve a portion of Main Street **WHEREAS**, the VILLAGE is proceeding with a construction project known as the

Lombard, Illinois, and identified by permanent tax index number 06-18-402-004; and

Main Street and Wilson Avenue, with the common address of 1014 South Main Street, Property"); said School Property being generally located at the Southwest corner of commonly known as Glenbard East High School (hereinafter referred to as the "School **WHEREAS**, the SCHOOL DISTRICT is the record owner of certain property,

**WITNESSETH**

DISTRICT").

DISTRICT NO. 87, DuPage County, Illinois (hereinafter referred to as the "SCHOOL and the BOARD OF EDUCATION OF GLENBARD TOWNSHIP HIGH SCHOOL and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE") THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by

**AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF LOMBARD AND  
GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87  
IN REGARD TO GLENBARD EAST HIGH SCHOOL**

provided the SCHOOL DISTRICT reimburses the VILLAGE for the cost of the Access Improvements; said Access Improvements being more particularly depicted on Exhibit "B" attached hereto and made part hereof; and

**WHEREAS**, the SCHOOL DISTRICT and the VILLAGE desire to work cooperatively with respect to the construction of the Access Improvements as part of the Main Street Project; and

**WHEREAS**, the SCHOOL DISTRICT and VILLAGE desire to set forth their respective obligations, relative to the construction and financing of the Access Improvements; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide authority for intergovernmental cooperation; and

**WHEREAS**, it is in the best interests of the VILLAGE and the SCHOOL DISTRICT to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. INCORPORATION OF PREAMBLES. The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.

2. COVERAGE OF AGREEMENT. The parties hereto agree and acknowledge that this Agreement is applicable only to the Access Improvements, to be constructed as part of the Main Street Project, on the School Property, and is expressly contingent on obtaining the approvals and legislative acts required, if any, from or by DuPage County, the DuPage County Regional Superintendent of Schools' Office, the VILLAGE and the SCHOOL DISTRICT.

3. SURVEY, DESIGN AND CONSTRUCTION OF ACCESS IMPROVEMENTS.

The VILLAGE shall proceed with the surveying work, design and construction of the Access Improvements as part of the Main Street Project, with the estimated construction costs associated with said Access Improvements being sixty-nine thousand five hundred forty-six and 50/100 dollars (\$69,546.50); all as more fully set forth on Exhibit "C" attached hereto and made part hereof. Notwithstanding the estimated amount as set forth above and in Exhibit "C," the actual costs associated with the construction of the Access Improvements, as part of the Main Street Project, shall be reimbursed to the VILLAGE, by the SCHOOL DISTRICT, upon receipt of an itemized bill(s) for said costs from the VILLAGE, in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.), with said actual costs being capped at an amount not to exceed seventy thousand and no/100 dollars (\$70,000.00). In the event that the bids that are received by the VILLAGE result in a proposed cost for the Access Improvements of in excess of seventy thousand and no/100 dollars (\$70,000.00), the VILLAGE and the SCHOOL DISTRICT shall meet to determine whether the SCHOOL DISTRICT will agree to pay the amount in excess of seventy thousand and no/100 dollars (\$70,000.00) or whether the scope of the Access Improvements work will be revised to bring the cost thereof down to an amount of seventy thousand and no/100 dollars (\$70,000.00) or less. In either case, the SCHOOL DISTRICT shall provide the VILLAGE with a written confirmation of its decision. In regard to proceeding with the Main Street Project, the VILLAGE shall take reasonable measures to endeavor to complete the Main Street Project (exclusive of the traffic signal

work, which will likely take longer to complete), including the Access Improvements, prior to the start of the 2008-2009 school year.

4. CONVEYANCE OF ACCESS IMPROVEMENTS BY BILL OF SALE AND

MAINTENANCE THEREAFTER. Upon completion of the Access Improvements and

confirmation by the SCHOOL DISTRICT that said Access Improvements have been constructed in substantial compliance with the plans and specifications therefore, pursuant to a review by the SCHOOL DISTRICT of a set of "as-built" drawings for said Access Improvements to be provided by the VILLAGE to the SCHOOL DISTRICT, the VILLAGE shall convey said Access Improvements to the SCHOOL DISTRICT, pursuant to a Bill of Sale, with the SCHOOL DISTRICT thereafter having the sole ownership of and maintenance obligation relative to said Access Improvements.

5. EASEMENTS FOR SURVEYING, DESIGN AND CONSTRUCTION. To

facilitate the construction of the Main Street Project and the Access Improvements, the SCHOOL DISTRICT hereby grants to the VILLAGE those temporary and permanent easements as set forth on the Plat of Easement attached hereto as Exhibit "D" and made part hereof, said Exhibit "D" being hereby approved by the SCHOOL DISTRICT.

6. VILLAGE INDEMNIFICATION OF SCHOOL DISTRICT. The VILLAGE shall

indemnify and hold harmless the SCHOOL DISTRICT, and its officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the VILLAGE, or its officers, agents, employees, consultants or contractors, in the performance of this Agreement. The VILLAGE further agrees to

require any contractor to include the SCHOOL DISTRICT, and its elected officials, officers, agents and employees, as additional insureds on the insurance policies required of the contractor relative to the Access Improvements, which insurance policies shall be written with insurers and in amounts reasonably satisfactory to the SCHOOL DISTRICT.

7. SCHOOL DISTRICT INDEMNIFICATION OF VILLAGE. The SCHOOL DISTRICT shall indemnify and hold harmless the VILLAGE, and its officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the SCHOOL DISTRICT, or its officers, agents or employees, in the performance of this Agreement.

8. NOTICES. Notice or other writings which either party is required to, or may wish to, serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

- A. If to the VILLAGE:
- B. If to the SCHOOL DISTRICT

Village Manager  
 Village of Lombard  
 255 East Wilson Avenue  
 Lombard, Illinois 60148

Superintendent  
 Glenbard Township High  
 School District No. 87

or to such other address, or additional parties, as either party may from time to time designate in a written notice to the other party.



9. COUNTERPARTS. This Agreement shall be executed simultaneously in two

(2) counterparts, each of which shall be deemed an original, but both of which shall

constitute one and the same Agreement.

10. ENTIRE AGREEMENT. This Agreement contains the entire understanding

between the parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no

representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are

not fully expressed herein.

11. EFFECTIVE DATE. This Agreement shall be deemed dated and become

effective on the date the last of the parties execute this Agreement as set forth below.

**IN WITNESS WHEREOF**, the VILLAGE, pursuant to authority granted by the

adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement

to be executed by its President and attested by its Clerk, and the SCHOOL DISTRICT,

pursuant to the authority duly granted by the adoption of a [Motion/ Resolution] by its

Board of Education, has caused this instrument to be signed by its President and

attested by its Secretary.

VILLAGE OF LOMBARD

\_\_\_\_\_  
Village President

BOARD OF EDUCATION OF  
GLENBARD TOWNSHIP  
HIGH SCHOOL DISTRICT NO. 87,  
DUPAGE COUNTY, ILLINOIS

By: \_\_\_\_\_  
President

Dated: \_\_\_\_\_

Village Clerk

ATTEST:

Dated: \_\_\_\_\_

Secretary

ATTEST:



STATE OF ILLINOIS )  
) SS )  
) COUNTY OF DUPAGE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_

personally known to me to be the President and Secretary of Board of Education of Glenbard Township High School District No. 87, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the signed instrument, pursuant to authority given by said Board of Education of Glenbard Township High School District No. 87, as their free and voluntary act, and as the free and voluntary act and deed of said Board of Education of Glenbard Township High School District No. 87, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Board of Education of Glenbard Township High School District No. 87, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Board of Education of Glenbard Township High School District No. 87, for the uses and purposes therein set forth.

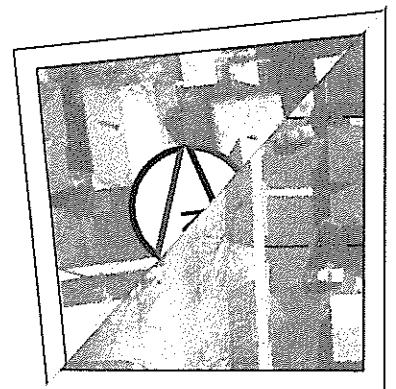
GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

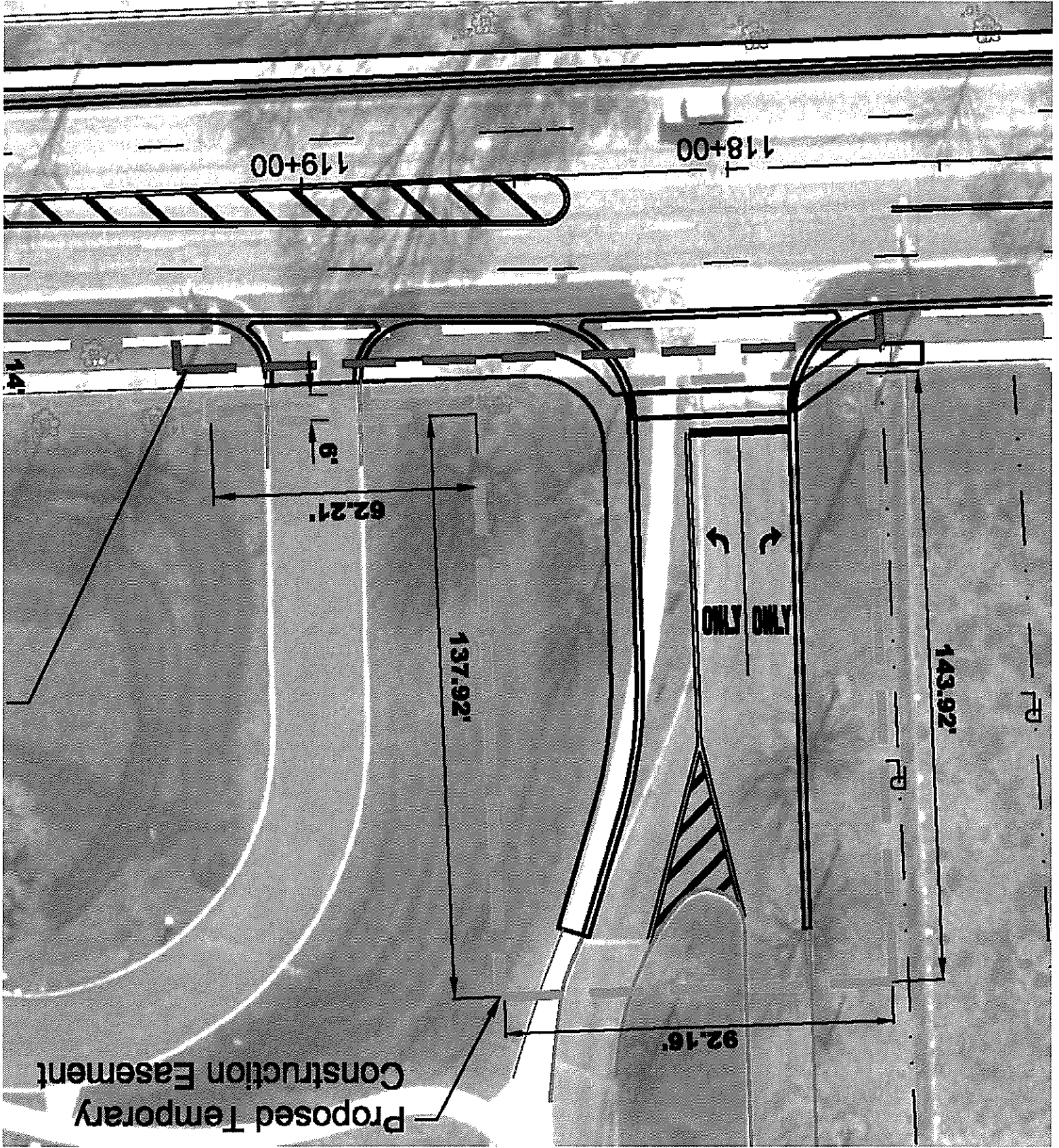
**Exhibit "A"**

**Main Street Project  
Parameters**



## Exhibit "B"

### Access Improvements





**Exhibit "C"**

**Access Improvements  
Estimated Costs**

MAI  
ACCESS IN... JUMENT  
ENGINEER'S ESTIMATE OF COST

CODING PAY ITEM NO.	DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	PERCENT
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	28	\$20.00	\$560.00	0.12%
20101000	TEMPORARY FENCE	FOOT	200	\$15.00	\$3,000.00	0.65%
20200100	EARTH EXCAVATION	CYWD	1138	\$25.00	\$28,450.00	6.20%
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CYWD	281	\$27.00	\$7,587.00	1.65%
20400900	FURNISHED EXCAVATION	CYWD	210	\$30.00	\$6,300.00	1.37%
20400920	POROUS GRANULAR EMBANKMENT SUBGRADE	CYWD	281	\$30.00	\$8,430.00	1.84%
20800250	TRENCH BACKFILL, SPECIAL	CYWD	38	\$32.00	\$1,216.00	0.27%
21001000	GEO-TECHNICAL FABRIC FOR GROUND STABILIZATION	SOVD	4135	\$2.00	\$8,270.00	1.80%
21101615	TOPSOIL, FURNISH AND PLACE, 4"	SOVD	1013	\$4.00	\$4,052.00	0.88%
21300010	EXPLORATION TRENCH, SPECIAL	FOOT	15	\$35.00	\$525.00	0.11%
25000400	NITROGEN FERTILIZER	POUND	13	\$5.00	\$65.00	0.01%
25000500	PHOSPHOROUS FERTILIZER	POUND	13	\$5.00	\$65.00	0.01%
25000600	POTASSIUM FERTILIZER	POUND	13	\$5.00	\$65.00	0.01%
25200110	SODDING, SALT TOLERANT	SOVD	1013	\$6.00	\$6,078.00	1.33%
25200200	SUPPLEMENTAL WATERING	UNIT	15	\$50.00	\$750.00	0.16%
28000610	INLET FILTER	EACH	13	\$200.00	\$2,600.00	0.57%
31101200	SUB-BASE GRANULAR MATERIAL, TYPE B 4"	SOVD	808	\$5.00	\$4,045.00	0.89%
40600100	AGGREGATE (PRIME COAT)	TON	781	\$2.50	\$1,952.50	0.43%
40600300	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SOVD	22	\$15.00	\$330.00	0.07%
40600392	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	1052	\$65.00	\$68,380.00	14.91%
40600395	HOT-MIX ASPHALT SURFACE COURSE, MIX D, N70	TON	339	\$70.00	\$23,730.00	5.18%
40600340	PORTLAND CEMENT CONCRETE PAVEMENT, 9"	SOVD	811	\$80.00	\$64,880.00	14.61%
42000400	PROTECTIVE COAT	SOVD	2019	\$1.50	\$3,028.50	0.66%
42300170	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SOVD	27	\$45.00	\$1,215.00	0.26%
42300800	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH, SPECIAL	SOVD	169	\$45.00	\$7,605.00	1.66%
42400500	DETECTABLE MARKINGS	SOFT	4008	\$4.00	\$16,032.00	3.50%
42400800	HOT-MIX ASPHALT SURFACE REMOVAL, 3-1/2"	SOVD	111	\$40.00	\$4,440.00	0.97%
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SOVD	2684	\$5.00	\$13,420.00	2.93%
44000198	DRIVEWAY PAVEMENT REMOVAL	SOVD	464	\$7.00	\$3,248.00	0.71%
44000200	CURB REMOVAL	SOVD	393	\$8.00	\$3,144.00	0.69%
44000300	COMBINATION CURB AND GUTTER REMOVAL	FOOT	416	\$4.00	\$1,664.00	0.36%
44000500	SIDEWALK REMOVAL	SOFT	1719	\$5.00	\$8,595.00	1.91%
44000600	CLASS C PATCHES, TYPE II, 9 INCH	SOVD	3915	\$1.50	\$5,872.50	1.28%
44201341	CLASS D PATCHES, TYPE II, 7 INCH	SOVD	6	\$90.00	\$540.00	0.12%
44201729	STORM SEWERS, CLASS A, TYPE 1 1/2"	FOOT	115	\$70.00	\$8,050.00	1.76%
55100400	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	218	\$40.00	\$8,720.00	1.91%
60109510	CATCH BASINS, TYPE A, 4" DIAMETER, TYPE 3 FRAME AND GRATE	FOOT	56	\$10.00	\$560.00	0.12%
60200305	MANHOLES, TYPE A, 4" DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	120	\$25.00	\$3,000.00	0.65%
60200370	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	1	\$2,000.00	\$2,000.00	0.44%
60200420	SANITARY MANHOLES TO BE RECONSTRUCTED	EACH	1	\$2,000.00	\$2,000.00	0.44%
60260050	VALVE BOXES TO BE REMOVED	EACH	1	\$350.00	\$350.00	0.08%
60260910	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6, 12	FOOT	1244	\$16.00	\$19,904.00	4.34%
60260920	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6, 12 (SPECIAL)	FOOT	942	\$23.00	\$21,666.00	4.74%
701013100	TRAFFIC CONTROL AND PROTECTION	EACH	9	\$15,000.00	\$135,000.00	29.7%
72400500	RELOCATE SIGN PANEL ASSEMBLY, TYPE A	EACH	8	\$100.00	\$800.00	0.18%
72400600	RELOCATE SIGN PANEL ASSEMBLY, TYPE B	EACH	3	\$200.00	\$600.00	0.13%
72400620	TELESCOPING STEEL SIGN SUPPORT	FOOT	115	\$21.00	\$2,415.00	0.53%
780003100	PERFORMED PLASTIC PAVEMENT MARKING, TYPE B - LETTERS AND SYMBOLS	SOFT	208	\$20.00	\$4,160.00	0.91%
780003110	PERFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 4"	FOOT	2677	\$5.00	\$13,385.00	2.92%
780003130	PERFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 5"	FOOT	2712	\$10.00	\$27,120.00	5.95%
780003150	PERFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 6"	FOOT	139	\$20.00	\$2,780.00	0.61%
780003180	PERFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 24"	FOOT	49	\$35.00	\$1,715.00	0.37%
78300100	PAVEMENT MARKING REMOVAL	SOFT	1279	\$33.00	\$42,267.00	9.34%

VILLAGE QUANTITY	VILLAGE COST
180	\$2,400.00
1000	\$25,000.00
281	\$7,587.00
191	\$5,730.00
281	\$8,430.00
38	\$1,216.00
3493	\$6,996.00
528	\$2,112.00
15	\$525.00
7	\$35.00
7	\$35.00
7	\$35.00
528	\$3,168.00
8	\$400.00
13	\$2,600.00
127	\$3,635.00
699	\$1,747.50
7	\$210.00
22	\$330.00
1052	\$68,380.00
293	\$20,510.00
811	\$64,880.00
1698	\$2,644.00
27	\$1,134.00
44	\$1,980.00
2695	\$10,780.00
2884	\$840.00
229	\$1,832.00
127	\$308.00
1737	\$8,685.00
2695	\$4,042.50
6	\$540.00
115	\$8,050.00
218	\$8,720.00
56	\$560.00
120	\$3,000.00
1	\$2,000.00
1	\$2,000.00
1	\$350.00
653	\$13,648.00
942	\$23,550.00
0.85	\$9,750.00
9	\$690.00
128	\$1,556.00
135	\$2,700.00
2357	\$11,795.00
141	\$1,410.00
78	\$1,560.00
25	\$875.00
1279	\$42,267.00

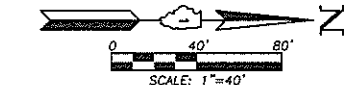
HIGH SCHOOL QUANTITY	HIGH SCHOOL COST
28	\$560.00
40	\$600.00
138	\$3,430.00
19	\$570.00
642	\$1,284.00
485	\$1,940.00
6	\$30.00
6	\$30.00
6	\$30.00
485	\$2,910.00
7	\$350.00
82	\$410.00
82	\$205.00
2	\$50.00
46	\$3,220.00
383	\$574.50
125	\$5,625.00
1313	\$5,292.00
90	\$3,600.00
464	\$3,248.00
164	\$1,312.00
348	\$1,396.00
42	\$210.00
1220	\$1,830.00

**Exhibit "D"**  
**Plat of Easement**

# PLAT OF EASEMENT of

Part of the Southeast Quarter of Section 18, Township 39 North, Range 11 East  
of the Third Principal Meridian, in DuPage County, Illinois.

120 PARK AVENUE  
LAKE VILLA, ILLINOIS 60046  
(847) 356-3371



Bearings are referenced to an assumed bearing of  
N0°09'45"W along the east line of the Southeast  
Quarter of Section 18-39-11.

**LEGEND**

- SECTION CORNER
- QUARTER SECTION CORNER
- SECTION LINE
- QUARTER SECTION LINE
- PLATTED LOT LINE
- PROPERTY (DEED) LINE
- APPARENT PROPERTY LINE
- CENTER LINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- PROPOSED EASEMENT
- MEASURED DIMENSION
- COMPUTED DIMENSION
- RECORD DATA

STAKING OF PROPOSED RIGHT OF WAY, SET DIVISION  
OF HIGHWAYS SURVEY MARKER TO MONUMENT THE  
POSITION SHOWN, IDENTIFIED BY INSCRIPTION DATA AND  
SURVEYORS REGISTRATION NUMBER.

**UNIT NO. 1  
MELODY LANE**  
Recorded October 18, 1961  
as Document No. R61-26791  
Corrected by Certificate of Correction  
Recorded November 8, 1962  
as Document No. R62-39981

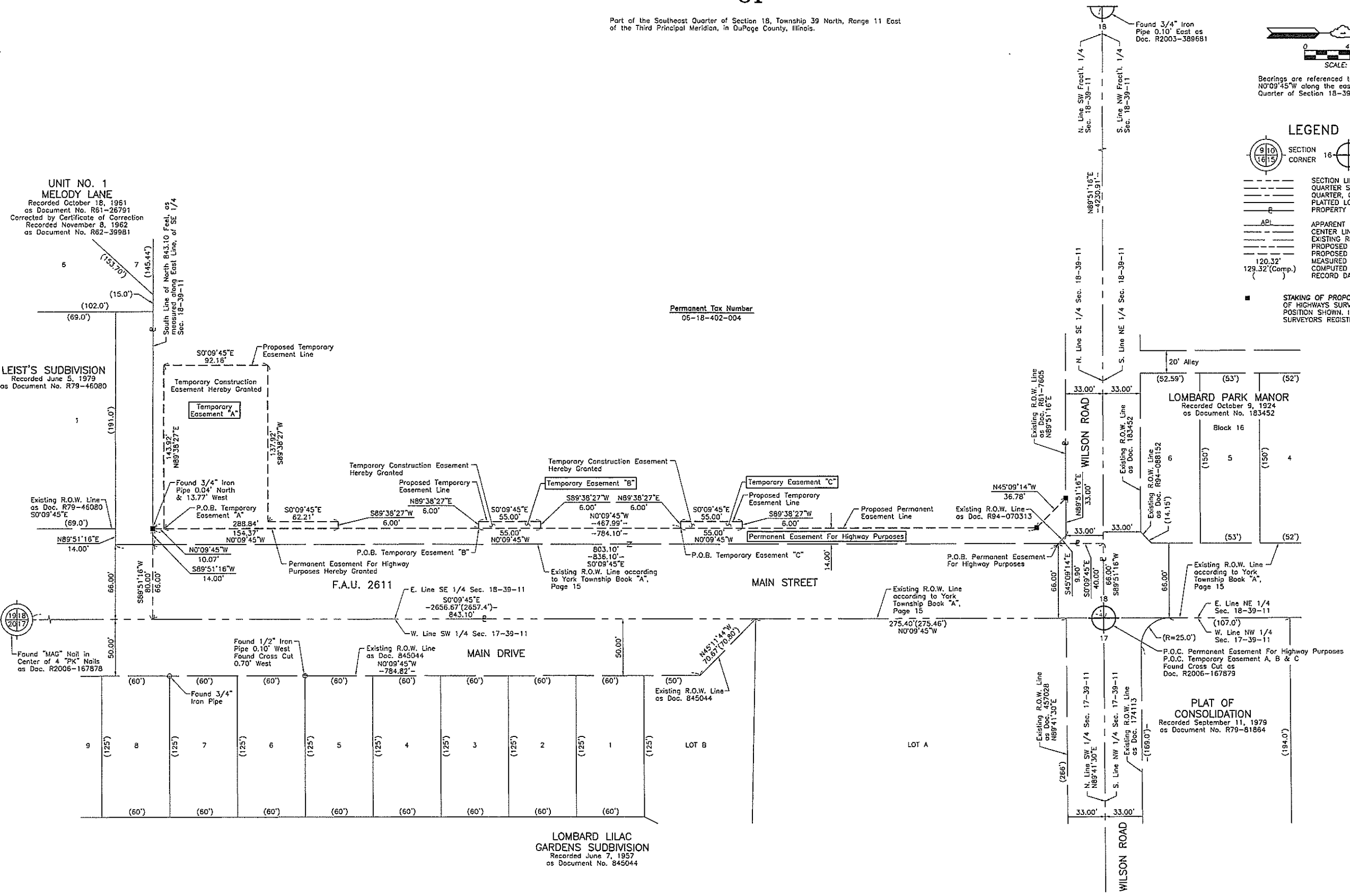
**LEIST'S SUBDIVISION**  
Recorded June 5, 1979  
as Document No. R79-46080

**Permanent Tax Number**  
06-18-402-004

**LOMBARD PARK MANOR**  
Recorded October 9, 1924  
as Document No. 183452

**PLAT OF  
CONSOLIDATION**  
Recorded September 11, 1979  
as Document No. R79-81864

**LOMBARD LILAC  
GARDENS SUBDIVISION**  
Recorded June 7, 1957  
as Document No. 845044



# PLAT OF EASEMENT of

Part of the Southeast Quarter of Section 18, Township 39 North, Range 11 East  
of the Third Principal Meridian, in DuPage County, Illinois.

### Permanent Easement For Highway Purposes

That part of the Southeast Quarter of Section 18, Township 39 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois, described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 18; thence on an assumed bearing of South 89 degrees 51 minutes 16 seconds West along the north line of the Southeast Quarter of said Section 18, a distance of 843.10 feet to a point of intersection with the Northerly extension of the west right of way line of Main Street, filed January 25, 1851 in York Township Book "A", page 15; thence South 0 degrees 09 minutes 45 seconds East along the Northerly extension of the said west right of way line of Main Street, a distance of 40.00 feet to the point of beginning; thence continuing South 0 degrees 09 minutes 45 seconds East along the said west right of way line of Main Street, a distance of 803.10 feet to the south line of the North 843.10 feet, as measured along the east line, of the Southeast Quarter of said Section 18; thence South 89 degrees 51 minutes 16 seconds West along the south line of the North 843.10 feet, as measured along the east line, of the Southeast Quarter of said Section 18, a distance of 14.00 feet to a point 14.00 feet normally distant West of the said west right of way line of Main Street; thence North 0 degrees 09 minutes 45 seconds West along a line 14.00 feet normally distant West of and parallel with the said west right of way line of Main Street, a distance of 784.10 feet; thence North 45 degrees 09 minutes 14 seconds West, a distance of 36.78 feet to the south right of way line of Wilson Road recorded May 22, 1961 as document number R61-7605; thence North 89 degrees 51 minutes 16 seconds East along the said south right of way line of Wilson Road, a distance of 33.00 feet to the southwesterly right of way line of Main Street recorded March 24, 1994 as document number R94-070313; thence South 45 degrees 09 minutes 14 seconds East along the said southwesterly right of way line of Main Street, a distance of 9.90 feet to the point of beginning.

Said permanent easement containing 0.268 acre, more or less.

### Temporary Easement "A"

That part of the Southeast Quarter of Section 18, Township 39 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois, described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 18; thence on an assumed bearing of South 0 degrees 09 minutes 45 seconds East along the east line of the Southeast Quarter of said Section 18, a distance of 843.10 feet to the southeast corner of the North 843.10 feet, as measured along the east line, of the Southeast Quarter of said Section 18; thence South 89 degrees 51 minutes 16 seconds West along the south line of the North 843.10 feet, as measured along the east line, of the Southeast Quarter of said Section 18, a distance of 80.00 feet to a point 14.00 feet normally distant West of the west right of way line of Main Street, filed January 25, 1851 in York Township Book "A", page 15; thence North 0 degrees 09 minutes 45 seconds West along a line 14.00 feet normally distant West of and parallel with the said west right of way line of Main Street, a distance of 10.07 feet to the point of beginning; thence continuing North 0 degrees 09 minutes 45 seconds West along a line 14.00 feet normally distant West of and parallel with the said west right of way line of Main Street, a distance of 154.37 feet; thence South 89 degrees 38 minutes 27 seconds West, a distance of 6.00 feet; thence South 0 degrees 09 minutes 45 seconds East, a distance of 62.21 feet; thence South 89 degrees 38 minutes 27 seconds West, a distance of 137.92 feet; thence South 0 degrees 09 minutes 45 seconds East, a distance of 92.16 feet; thence North 89 degrees 38 minutes 27 seconds East, a distance of 143.92 feet to the point of beginning.

Said temporary easement containing 0.313 acre, more or less.

### Temporary Easement "B"

That part of the Southeast Quarter of Section 18, Township 39 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois, described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 18; thence on an assumed bearing of South 0 degrees 09 minutes 45 seconds East along the east line of the Southeast Quarter of said Section 18, a distance of 843.10 feet to the southeast corner of the North 843.10 feet, as measured along the east line, of the Southeast Quarter of said Section 18; thence South 89 degrees 51 minutes 16 seconds West along the south line of the North 843.10 feet, as measured along the east line, of the Southeast Quarter of said Section 18, a distance of 80.00 feet to a point 14.00 feet normally distant West of the west right of way line of Main Street, filed January 25, 1851 in York Township Book "A", page 15; thence North 0 degrees 09 minutes 45 seconds West along a line 14.00 feet normally distant West of and parallel with the said west right of way line of Main Street, a distance of 288.84 feet to the point of beginning; thence continuing North 0 degrees 09 minutes 45 seconds West along a line 14.00 feet normally distant West of and parallel with the said west right of way line of Main Street, a distance of 55.00 feet; thence South 89 degrees 38 minutes 27 seconds West, a distance of 6.00 feet; thence South 0 degrees 09 minutes 45 seconds East, a distance of 55.00 feet; thence North 89 degrees 38 minutes 27 seconds East, a distance of 6.00 feet to the point of beginning.

Said temporary easement containing 0.008 acre, more or less, or 330 square feet, more or less.

### Temporary Easement "C"

That part of the Southeast Quarter of Section 18, Township 39 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois, described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 18; thence on an assumed bearing of South 0 degrees 09 minutes 45 seconds East along the east line of the Southeast Quarter of said Section 18, a distance of 843.10 feet to the southeast corner of the North 843.10 feet, as measured along the east line, of the Southeast Quarter of said Section 18; thence South 89 degrees 51 minutes 16 seconds West along the south line of the North 843.10 feet, as measured along the east line, of the Southeast Quarter of said Section 18, a distance of 80.00 feet to a point 14.00 feet normally distant West of the west right of way line of Main Street, filed January 25, 1851 in York Township Book "A", page 15; thence North 0 degrees 09 minutes 45 seconds West along a line 14.00 feet normally distant West of and parallel with the said west right of way line of Main Street, a distance of 487.99 feet to the point of beginning; thence continuing North 0 degrees 09 minutes 45 seconds West along a line 14.00 feet normally distant West of and parallel with the said west right of way line of Main Street, a distance of 55.00 feet; thence South 89 degrees 38 minutes 27 seconds West, a distance of 6.00 feet; thence South 0 degrees 09 minutes 45 seconds East, a distance of 55.00 feet; thence North 89 degrees 38 minutes 27 seconds East, a distance of 6.00 feet to the point of beginning.

Said temporary easement containing 0.008 acre, more or less, or 330 square feet, more or less.

Permanent Tax Number  
06-18-402-004

### Grant of Easement

The Board of Education of Glenbard High School District Number 87, as owner of record of the property described herein, (hereinafter referred to as the "Grantor"), does hereby grant, release, convey, assign and quit claim to the Village of Lombard, DuPage County, Illinois, (hereinafter referred to as the "Village"), a municipal corporation, a perpetual easement and right-of-way for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate a roadway and roadway system, including street lighting, sidewalks, roadway drainage structures and piping, landscaping, and all facilities incidental thereto, (hereinafter referred to as the "Roadway System"), in, on, upon, over, through, across and under that parcel of property as legally described and depicted hereon as Permanent Easement for Highway Purposes (hereinafter referred to as the "Easement Area"), and hereby agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, may at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the Easement Area, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Easement and the easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid Roadway System, and all facilities and activities incidental thereto.

The Grantor reserves the right to make any use of the land, whether on, above or below its surface, for any lawful purpose, except that any structure or use shall not interfere with the easement and uses by the Village hereby granted and authorized. The Village, its agents and employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction or removal of said Roadway System, and all subsequent maintenance, alterations and repairs thereunto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating said Roadway System, and all other matters and things to be performed, furnished or used, or expenses to be paid, pursuant to this Grant of Easement are to be at the sole expense of the Village. Such perpetual easement as is herein granted shall run with the land and that the covenants, agreements, terms, conditions, obligations, rights and interest herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, successors, grantees, lessees and assigns.

### Grant of Temporary Construction Easements

The Board of Education of Glenbard High School District Number 87, as owner of record of the property described herein, (hereinafter referred to as the "Grantor"), does hereby grant, release, convey, assign and quit claim to the Village of Lombard, DuPage County, Illinois, (hereinafter referred to as the "Village"), a municipal corporation, a temporary easement and right-of-way for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter, inspect, maintain and operate driveway entrances to Glenbard East High School, and all facilities incidental thereto, during the reconstruction of that portion of Main Street located East of and adjacent to Glenbard East High School, (hereinafter referred to as the "Driveway Entrances"), in, on, upon, over, through, across and under those parcels of property as legally described and depicted hereon as Temporary Easement Areas "A," "B" and "C," (hereinafter collectively referred to as the "Temporary Easement Areas"), and hereby agrees to and with the Village that the officers, agents or employees of the Village, whenever elected, appointed or hired, may at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the Temporary Easement Areas, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Temporary Construction Easements and the temporary easements created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid Driveway Entrances, and all facilities and activities incidental thereto.

The Grantor reserves the right to make any use of the land, whether on, above or below its surface, for any lawful purpose, except that any structure or use shall not interfere in any manner with the temporary easements and uses by the Village hereby granted and authorized. The Village, its agents and employees, successors, grantees, lessees and assigns shall, as soon as practicable after construction of said Driveway Entrances, and all subsequent maintenance, alterations and repairs thereunto, restore to its former condition any portion of the Grantor's property which is disturbed or altered in any manner by such clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the clearing, trenching for, constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and operating said Driveway Entrances, and all other matters and things to be performed, furnished or used, or expenses to be paid, pursuant to this Grant of Temporary Construction Easements, during the term hereof, are to be at the sole expense of the Village. Such temporary easements as are herein granted shall remain in full force and effect for a period of two (2) years from the date this Plat of Easement is executed by the Grantor or until the Main Street reconstruction project is complete, whichever occurs first.

State of Illinois }  
County of DuPage } S.S.

I, \_\_\_\_\_, County Clerk of DuPage County, Illinois, do hereby certify that there are no delinquent general taxes, no unpaid current taxes, no unpaid forfeited taxes, and no redeemable tax sales against any of the land included in the annexed plat. I further certify that I have received all statutory fees in connection with the annexed plat.

Given under my hand and seal of the County Clerk at Wheaton, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

DuPage County Clerk

State of Illinois }  
County of DuPage } S.S.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, President and \_\_\_\_\_, Secretary are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the plat of easement as their own free and voluntary act for the uses and purposes therein set forth.

Notary Public

Commission Expires:

State of Illinois }  
County of DuPage } S.S.

Approved by the President and Board of Trustees of the Village of Lombard, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

President

Village Clerk

State of Illinois }  
County of DuPage } S.S.

I, \_\_\_\_\_, Collector for the Village of Lombard, Illinois, do hereby certify that there are no delinquent or unpaid current or forfeited special assessments, nor any deferred installments thereof, that have been apportioned against the tract of land included in the annexed plat.

Date at Lombard, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

Village Collector

State of Illinois }  
County of DuPage } S.S.

This is to certify that the Board of Education of Glenbard High School District Number 87, DuPage County, Illinois, is the owner of the land described in the annexed plat and has caused the same to be surveyed and platted, as shown thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated.

Dated at Lombard, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

President

Secretary

State of Illinois }  
County of DuPage } S.S.

Approved by the Department of Community Development of the Village of Lombard, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

Director of Community Development

Secretary

State of Illinois }  
County of DuPage } S.S.

This instrument number \_\_\_\_\_ was filed for record in the Recorder's Office of DuPage County, Illinois, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, at \_\_\_\_\_ O'Clock \_\_\_\_\_ M.

DuPage County Recorder of Deeds

State of Illinois }  
County of Lake } S.S.

This is to certify that We, Jorgensen & Associates, Inc., an Illinois Professional Design Firm Land Surveying Corporation, Number 184-2771, have surveyed the Plat of Dedication shown hereon, that the survey is true and complete as shown to the best of my knowledge and belief, that the plat correctly represents said survey, that all monuments found and established are of permanent quality and occupy the positions shown thereon and that the monuments are sufficient to enable the survey to be retraced. Made for the Village of Lombard, DuPage County, Illinois.

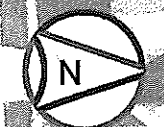
Dated at Lake Villa, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

President

Illinois Professional Land Surveyor No. 35-2797  
Expiration date: November 30, 2008

This Professional Service Conforms to the Current Illinois Minimum Standards for a Boundary Survey.





**GLENBARD EAST  
HIGH SCHOOL**

**CENTRAL AVENUE**

**WILSON AVENUE**

Roadway Improvement  
Begin Sta. 115+30.45  
Match Main Street  
STP Improvements

Proposed Temporary  
Construction Easement

Proposed Commonwealth Edison Easement  
Proposed Permanent Easement For Highway Purposes

Existing Right-Of-Way

Proposed Temporary  
Construction Easement  
55' x 6'

Proposed Temporary  
Construction Easement  
55' x 6'

**MAIN STREET**

Roadway Improvement  
Ends Sta. 121+01.79

Existing Right-Of-Way

**LEGEND**

- Existing Right-Of-Way Line
- - - Proposed Permanent Easement For Highway Purposes
- - - Proposed Temporary Construction Easement
- - - Proposed Commonwealth Edison Easement

Village of Lombard  
Glenbard East High School  
Access Improvement

**MAIN STREET**



Date: 1-14-2008  
Scale: 1" = 50'

**EXHIBIT 1**