

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT
IN REGARD TO MODIFICATIONS TO TERRACE VIEW POND**

THIS AGREEMENT (hereinafter referred to as the "Agreement"), is entered into as of this 23rd day of April, 2013, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE") and the LOMBARD PARK DISTRICT (hereinafter referred to as the "DISTRICT"). The VILLAGE and the DISTRICT are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the DISTRICT is the record owner of certain real property, commonly known as Terrace View Park generally located on the North side of Greenfield Avenue, between Elizabeth Street and Park Avenue; said property comprised of the following parcels:

P.I.N.:	06-06-401-004
	06-06-404-003
	06-06-410-004
	06-06-416-009
	06-06-416-032
	06-06-416-033
	06-06-416-055
	06-06-420-001
	06-06-420-002
	06-06-420-003;

(hereinafter referred to as the "Park Property"); and

WHEREAS, the Parties adopted a Resolution in support of jointly addressing stormwater management issues, on March 6, 1972, with said Resolution stating in pertinent part as follows:

"[t]he Village and Park District recognize the desirability of joint use of land for park and surface water run off control for the mutual benefit of the citizens of the Village of Lombard"; and

"[t]he joint use of land for park and regulation of storm water discharge to the sewer system of the municipality results in a reduction of flooding conditions and a reduction in a cost of waste water treatment"; and

"[t]hat the policy of the Village of Lombard and the Lombard Park District whenever and wherever possible cooperate in efforts to utilize the land to the best possible advantage and to divide multi purpose uses to the public property"; and

WHEREAS, the Parties, along with School District #44, constructed a pond on the Park Property (the "Pond") for the purpose of controlling stormwater run-off in 1972; and

WHEREAS, The VILLAGE has proposed a concept plan (hereinafter referred to as the "PLAN"), to the DISTRICT, for a stormwater pumping station to be installed at the Park Property, for the purpose of lowering the normal water level of the Pond by one (1) foot in order to reduce flood damages.; and

WHEREAS, at the October 25, 2011 DISTRICT Board of Park Commissioners ("DISTRICT Board") meeting, the DISTRICT Board unanimously voted to support Alternative G in the PLAN, a copy of which is attached hereto as Exhibit "A" and made part hereof, subject to the following conditions:

- A. The VILLAGE fund the full cost of the improvement(s) as provided in the PLAN;
- B. The DISTRICT's legal fees related to the review of this Agreement shall not exceed \$2,500.00;
- C. The VILLAGE shall construct the improvements contained in the PLAN in two (2) phases, as described below:
 - i. Phase One shall include the construction of two (2) twenty-four (24) inch relief sewers from Crystal Avenue to the Pond; and
 - ii. Phase Two shall include the installation of a pump station on the Park Property at the location set forth in the preliminary design review presented to the DISTRICT Board on October 25, 2011, to lower the normal water level of the Pond by one (1) foot; and
- D. The VILLAGE shall provide all engineering studies and reports in relation to the PLAN and its implementation to the DISTRICT;

(hereinafter referred to as the "PROJECT"); and

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

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

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the Parties, the Parties 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. **DISTRICT OBLIGATIONS.** In relation to the PLAN and the PROJECT, the DISTRICT agrees to:

- A. Grant the VILLAGE the authority to construct the PROJECT, including any and all necessary improvements to the Pond as identified in the PLAN;
- B. Grant a permanent stormwater management easement to the VILLAGE over the portion of the Park Property described and depicted in Exhibit "B" attached hereto and made a part hereof, pursuant to the terms of the easement agreement attached hereto as Exhibit "C" and made a part hereof;
- C. Reimburse the VILLAGE for the cost of any improvements to the Pond that are not required as a condition of the engineering study conducted by the VILLAGE to implement the PROJECT but are requested by DISTRICT;
- D. Accept title to the property acquired by the Village along West Crystal Avenue (said property being legally described on Exhibit "D" attached hereto and made a part hereof and hereinafter referred to as the "West Crystal Parcel") for the purposes of constructing the PROJECT, upon completion of the PROJECT, subject to the VILLAGE's retention of a permanent stormwater management easement over said property pursuant to the terms of the easement agreement attached hereto as Exhibit "C," and subject to the Village obligations as set forth below with respect to the West Crystal Parcel;
- E. Assume all costs of maintenance and repairs to the West Crystal Parcel upon conveyance of title thereto to the DISTRICT, with the exception of the underground relief sewer pipes and facilities installed by the VILLAGE in connection with the PROJECT, which shall be the responsibility of, and maintained by, the Village as provided below.

3. **VILLAGE OBLIGATIONS.** In relation to the PLAN and the PROJECT, the VILLAGE agrees to

- A. Present final plans and specifications to the DISTRICT, for review and consideration, prior to the commencement of construction of the PROJECT;
- B. Pay for all costs of the PROJECT related to construction, easements, restoration, associated landscaping and maintenance of any additional landscaping until established;
- C. Provide the DISTRICT, through the use of the VILLAGE's engineering staff, with all design and resident engineering reports during the construction of the

PROJECT and any reports prepared for the VILLAGE by resident or outside engineers subsequent to the completion of the construction of the PROJECT ;

- D. Convey title to the West Crystal Parcel to the DISTRICT, subject to the VILLAGE's retention of a permanent stormwater management easement over said West Crystal Parcel as referenced in Section 2.D. above, upon completion of the PROJECT;
- E. Construct an eight (8) foot wide asphalt path from the sidewalk in the right-of-way immediately adjacent to the West Crystal Parcel, to the walking path surrounding the Pond as part of Phase One, which path shall be constructed at a location mutually acceptable to the Parties that will not interfere with the location of the relief sewers.
- F. Maintain in good working order and appearance at the VILLAGE'S sole cost and expense the Pond shoreline altered in conjunction with the Plan and the facilities and improvements installed by VILLAGE on or under the Park Property or West Crystal Parcel, including but not limited to pumping stations and relief sewers, in connection with the PLAN or the PROJECT. Said maintenance shall be solely based upon the VILLAGE's determination of appropriate conditions. Notwithstanding the foregoing, except for the relief sewers and facilities and improvements related thereto installed by the VILLAGE, the DISTRICT shall at its sole cost and expense maintain the West Crystal Parcel, including, but not limited to, the asphalt path referred to in Subsection E above. The VILLAGE shall also be solely responsible for the costs related to the operation or maintenance of an aeration system used in the Pond. VILLAGE shall be solely responsible for the overall good appearance and good water quality of the Pond.
- G. Be solely responsible for any and all adverse impacts on the Park Property or surrounding properties reasonably related to or arising from the PLAN design or the construction, maintenance or operation of the PROJECT.

4. SURVEY, DESIGN AND CONSTRUCTION OF THE PROJECT. The VILLAGE shall proceed with the design, bidding, contract award, and construction of the PROJECT, in accordance with the PLAN. The VILLAGE shall make reasonable efforts to complete the PROJECT prior to December 31, 2014.

5. VILLAGE INDEMNIFICATION OF THE DISTRICT. The VILLAGE shall indemnify and hold harmless the DISTRICT and its elected and appointed officials, 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 elected or appointed officials, officers, agents, employees, consultants or contractors, in connection with the design, construction or maintenance of the PROJECT, or the exercise or performance of any of the VILLAGE'S rights or obligations under

this Agreement. The VILLAGE further agrees to require any contractor to include the DISTRICT, and its elected and appointed officials, officers, agents and employees, as additional insured on the insurance policies required of the contractor relative to the PROJECT, which insurance policies shall be written with insurers and in amounts and providing such coverage as shall be reasonably satisfactory to the DISTRICT.

6. **DISTRICT INDEMNIFICATION OF THE VILLAGE.** The DISTRICT shall indemnify and hold harmless the VILLAGE, and its elected and appointed officials, 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 to the extent they arise, either directly or indirectly, out of the negligent acts or omissions of the DISTRICT, or its elected or appointed officials, officers, agents, employees, consultants or contractors, under this Agreement.

7. **NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in Sections 5 or 6 above, or in any other provision of this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to any of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

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:

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

B. If to the PARK DISTRICT:

Executive Director
Lombard Park District
227 West Parkside Avenue
Lombard, Illinois 60148

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. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

9. **COUNTERPARTS.** This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all 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 on which the last of the Parties executes 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 DISTRICT, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Park Commissioners, has caused this Agreement to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

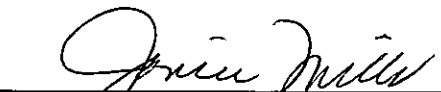
By: 
William Ware, Acting Village President

ATTEST:


Brigitte O'Brien, Village Clerk

Dated: 4-23-13

LOMBARD PARK DISTRICT

By: 
Janice Mills, President

ATTEST: 

Paul W. Friedrichs, Secretary

Dated: 4/23/2013

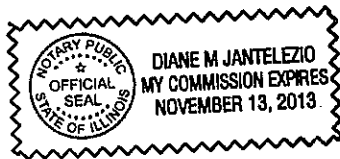
STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named William Ware and Brigitte O'Brien, personally known to me to be the Acting Village President and Village Clerk the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Acting Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Acting Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 23rd day of April, 2013

Diane M Jantelezio
Notary Public

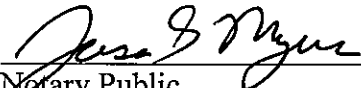
My Commission Expires: Nov 13, 2013



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 Janice Mills and Paul Friedrichs, personally known to me to be the President and Secretary of the Board of Park Commissioners of the Lombard Park District, 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 the Board of Park Commissioners of the Lombard Park District, as their free and voluntary act, and as the free and voluntary act and deed of said Board of Park Commissioners of the Lombard Park District, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Lombard Park District, 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 Lombard Park District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 23rd day of April, 2013



Notary Public

My Commission Expires: 6/6/16

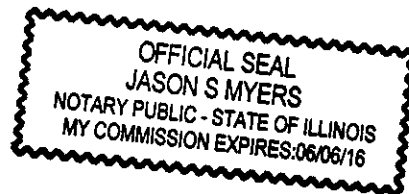


EXHIBIT A

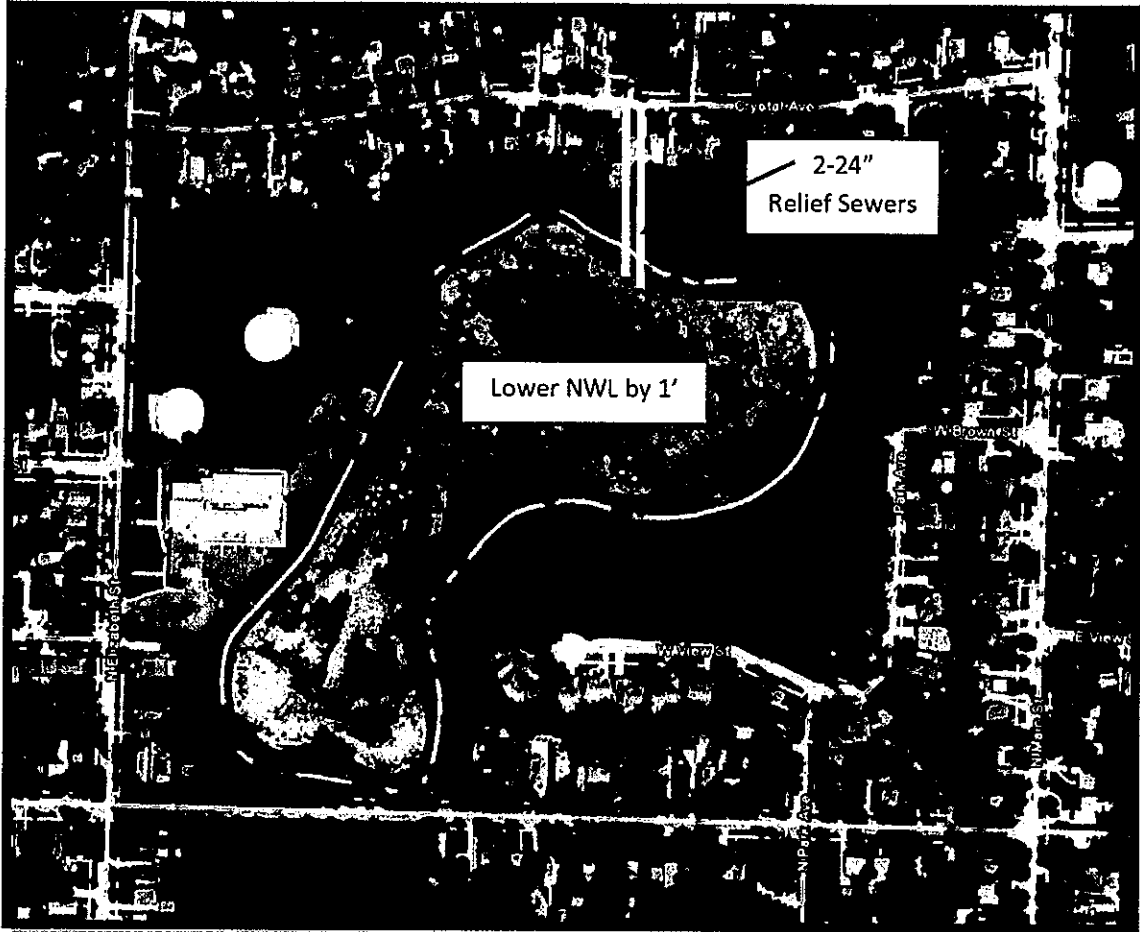
CONCEPT PLAN FOR TERRACE VIEW POND

(see attached)

Exhibit A
Terrace View Concept Plan

Option G

Lower NWL by 1' and add 2-24" relief sewers from Crystal Avenue into pond



This option is a combination of Options A and F. It would provide the benefits associated with increasing both the storage volume and sewer capacity.

EXHIBIT B

**LEGAL DESCRIPTION and DEPICTION OF THE PORTION OF THE PARK PROPERTY SUBJECT TO
THE STORMWATER MANAGEMENT EASEMENT**

(see attached)

EXHIBIT - "B"

LEGAL DESCRIPTION (PERMANENT POND MAINTENANCE EASEMENT):

THAT PART OF BLOCKS 2 THRU 10 BOTH INCLUSIVE, VACATED RIDGE AVENUE, GROVE AVENUE, DUPAGE AVENUE, BABCOCK'S GROVE AVENUE AND BROWN STREET IN THE HILLS OF LOMBARD, BEING A SUBDIVISION IN THE SOUTHEAST AND NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1894 AS DOCUMENT NO. 56179 IN DUPAGE COUNTY, ILLINOIS. ALSO, THAT PART OF LOTS 12, 13 AND 14 IN BLOCK "H", LOTS 8 THRU 19 BOTH INCLUSIVE IN BLOCK "E", VACATED BROOKFIELD STREET AND VIEW STREET IN CLARK'S RESUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 6, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1925 AS DOCUMENT NO. 205397. ALSO, THAT PART OF LOTS 1 THRU 8 BOTH INCLUSIVE IN HERBERT A. HOVER'S SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 6, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1927 AS DOCUMENT NO. 244978. ALSO, THAT PART OF LOT 1 IN KEMPER'S DIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1927 AS DOCUMENT NO. 246494. ALSO, THAT PART OF LOT 5 IN E.W. ZANDER'S BROADVIEW ADDITION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 4, 1911 AS DOCUMENT NO. 103181, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5 IN E.W. ZANDER'S BROADVIEW ADDITION; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 5, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 01 DEGREES 05 MINUTES 15 SECONDS EAST, A DISTANCE OF 59.76 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 79 DEGREES 01 MINUTES 05 SECONDS WEST, 34.30 FEET; THENCE NORTH 69 DEGREES 49 MINUTES 41 SECONDS WEST, 53.18 FEET; THENCE NORTH 59 DEGREES 44 MINUTES 14 SECONDS WEST, 36.31 FEET; THENCE NORTH 51 DEGREES 33 MINUTES 52 SECONDS WEST, 49.91 FEET; THENCE NORTH 43 DEGREES 02 MINUTES 48 SECONDS WEST, 17.41 FEET; THENCE SOUTH 77 DEGREES 56 MINUTES 04 SECONDS WEST, 26.46 FEET; THENCE SOUTH 63 DEGREES 13 MINUTES 50 SECONDS WEST, 20.69 FEET; THENCE SOUTH 80 DEGREES 00 MINUTES 14 SECONDS WEST, 32.31 FEET; THENCE SOUTH 67 DEGREES 59 MINUTES 19 SECONDS WEST, 21.23 FEET; THENCE NORTH 79 DEGREES 14 MINUTES 57 SECONDS WEST, 56.69 FEET; THENCE NORTH 43 DEGREES 00 MINUTES 50 SECONDS WEST, 46.62 FEET; THENCE NORTH 28 DEGREES 27 MINUTES 10 SECONDS WEST, 39.81 FEET; THENCE NORTH 13 DEGREES 07 MINUTES 39 SECONDS WEST, 28.11 FEET; THENCE NORTH 07 DEGREES 41 MINUTES 04 SECONDS WEST, 31.14 FEET; THENCE NORTH 04 DEGREES 33 MINUTES 48 SECONDS EAST, 48.17 FEET; THENCE NORTH 16 DEGREES 05 MINUTES 12 SECONDS EAST, 42.34 FEET; THENCE NORTH 29 DEGREES 02 MINUTES 20 SECONDS EAST, 25.33 FEET; THENCE NORTH 40 DEGREES 40 MINUTES 35 SECONDS EAST, 29.85 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID VACATED VIEW STREET; THENCE SOUTH 88 DEGREES 55 MINUTES 00 SECONDS EAST, 12.43 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT ON THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN DOCUMENT NO. R72-76169, RECORDED DECEMBER 13, 1972; THENCE NORTH 34 DEGREES 54 MINUTES 20 SECONDS EAST, 94.63 FEET ALONG SAID WESTERLY LINE; THENCE NORTH 49 DEGREES 23 MINUTES 54 SECONDS EAST, 62.35 FEET; THENCE NORTH 25 DEGREES 02 MINUTES 05 SECONDS EAST, 46.47 FEET; THENCE NORTH 28 DEGREES 24 MINUTES 35 SECONDS EAST, 67.51 FEET TO A POINT ON SAID WESTERLY LINE; THENCE NORTH 34 DEGREES 54 MINUTES 20 SECONDS EAST, 140.20 FEET ALONG SAID WESTERLY LINE TO A POINT ON THE CENTERLINE OF SAID BRICKFIELD STREET; THENCE NORTH 88 DEGREES 55 MINUTES 00 SECONDS WEST, 3.41 FEET ALONG SAID CENTERLINE; THENCE NORTH 20 DEGREES 53 MINUTES 40 SECONDS EAST, 72.83 FEET; THENCE NORTH 28 DEGREES 51 MINUTES 47 SECONDS EAST, 202.88 FEET; THENCE NORTH 17 DEGREES 33 MINUTES 31 SECONDS EAST, 113.19 FEET; THENCE NORTH 03 DEGREES 07 MINUTES 20 SECONDS EAST, 61.62 FEET; THENCE NORTH 35 DEGREES 29 MINUTES 38 SECONDS EAST, 29.11 FEET; THENCE NORTH 51 DEGREES 26 MINUTES 06 SECONDS EAST, 26.31 FEET; THENCE NORTH 61 DEGREES 16 MINUTES 46 SECONDS EAST, 81.68 FEET; THENCE NORTH 56 DEGREES 48 MINUTES 48 SECONDS EAST, 106.80 FEET; THENCE NORTH 64 DEGREES 32 MINUTES 35 SECONDS EAST, 25.60 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 38 SECONDS EAST, 35.62 FEET; THENCE SOUTH 62 DEGREES 15 MINUTES 43 SECONDS EAST, 37.08 FEET; THENCE SOUTH 58 DEGREES 12 MINUTES 55 SECONDS EAST, 91.27 FEET; THENCE SOUTH 48 DEGREES 32 MINUTES 13 SECONDS EAST, 46.20 FEET; THENCE SOUTH 43 DEGREES 11 MINUTES 39 SECONDS EAST, 62.04 FEET; THENCE SOUTH 57 DEGREES 52 MINUTES 21 SECONDS EAST, 15.06 FEET; THENCE SOUTH 76 DEGREES 51 MINUTES 39 SECONDS EAST, 26.65 FEET; THENCE SOUTH 57 DEGREES 57 MINUTES 19 SECONDS EAST, 15.80 FEET; THENCE SOUTH 82 DEGREES 07 MINUTES 25 SECONDS EAST,

47.85 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 20 SECONDS EAST, 41.07 FEET;
THENCE SOUTH 87 DEGREES 21 MINUTES 32 SECONDS EAST, 69.82 FEET; THENCE NORTH 88
DEGREES 05 MINUTES 12 SECONDS EAST, 63.59 FEET; THENCE SOUTH 89 DEGREES 17
MINUTES 34 SECONDS EAST, 24.39 FEET; THENCE SOUTH 84 DEGREES 58 MINUTES 55
SECONDS EAST, 50.48 FEET; THENCE SOUTH 66 DEGREES 38 MINUTES 24 SECONDS EAST,
20.66 FEET; THENCE SOUTH 18 DEGREES 17 MINUTES 45 SECONDS WEST, 11.01 FEET;
THENCE SOUTH 17 DEGREES 22 MINUTES 30 SECONDS EAST, 57.28 FEET; THENCE SOUTH 03
DEGREES 22 MINUTES 00 SECONDS EAST, 74.80 FEET; THENCE SOUTH 18 DEGREES 37
MINUTES 46 SECONDS WEST, 92.79 FEET; THENCE SOUTH 47 DEGREES 49 MINUTES 51
SECONDS WEST, 6.83 FEET; THENCE NORTH 80 DEGREES 40 MINUTES 05 SECONDS WEST, 8.24
FEET; THENCE SOUTH 49 DEGREES 34 MINUTES 35 SECONDS WEST, 33.25 FEET; THENCE
SOUTH 56 DEGREES 07 MINUTES 07 SECONDS WEST, 36.22 FEET; THENCE SOUTH 88 DEGREES
00 MINUTES 40 SECONDS WEST, 57.06 FEET; THENCE SOUTH 73 DEGREES 00 MINUTES 57
SECONDS WEST, 35.77 FEET; THENCE SOUTH 62 DEGREES 38 MINUTES 54 SECONDS WEST,
69.35 FEET; THENCE SOUTH 43 DEGREES 16 MINUTES 47 SECONDS WEST, 28.23 FEET;
THENCE SOUTH 47 DEGREES 58 MINUTES 58 SECONDS WEST, 50.33 FEET; THENCE SOUTH 52
DEGREES 39 MINUTES 51 SECONDS WEST, 51.52 FEET; THENCE SOUTH 63 DEGREES 39
MINUTES 04 SECONDS WEST, 24.01 FEET; THENCE SOUTH 84 DEGREES 47 MINUTES 50
SECONDS WEST, 36.18 FEET; THENCE NORTH 87 DEGREES 05 MINUTES 34 SECONDS WEST,
24.94 FEET; THENCE NORTH 72 DEGREES 42 MINUTES 22 SECONDS WEST, 31.90 FEET;
THENCE NORTH 61 DEGREES 40 MINUTES 25 SECONDS WEST, 61.04 FEET; THENCE NORTH 58
DEGREES 46 MINUTES 58 SECONDS WEST, 71.28 FEET; THENCE NORTH 82 DEGREES 12
MINUTES 30 SECONDS WEST, 34.07 FEET; THENCE NORTH 72 DEGREES 39 MINUTES 31
SECONDS WEST, 24.14 FEET; THENCE NORTH 53 DEGREES 29 MINUTES 02 SECONDS WEST,
14.17 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 35 SECONDS WEST, 32.90 FEET;
THENCE SOUTH 70 DEGREES 49 MINUTES 09 SECONDS WEST, 25.85 FEET; THENCE SOUTH 56
DEGREES 30 MINUTES 05 SECONDS WEST, 18.22 FEET; THENCE SOUTH 55 DEGREES 33
MINUTES 14 SECONDS WEST, 62.09 FEET; THENCE SOUTH 45 DEGREES 44 MINUTES 47
SECONDS WEST, 30.52 FEET; THENCE SOUTH 31 DEGREES 14 MINUTES 55 SECONDS WEST,
27.73 FEET; THENCE SOUTH 13 DEGREES 03 MINUTES 15 SECONDS WEST, 99.05 FEET;
THENCE SOUTH 36 DEGREES 23 MINUTES 42 SECONDS WEST, 44.27 FEET; THENCE SOUTH 24
DEGREES 52 MINUTES 26 SECONDS WEST, 23.52 FEET; THENCE SOUTH 29 DEGREES 27
MINUTES 11 SECONDS WEST, 27.77 FEET; THENCE SOUTH 22 DEGREES 39 MINUTES 42
SECONDS WEST, 57.44 FEET; THENCE SOUTH 16 DEGREES 53 MINUTES 10 SECONDS WEST,
27.86 FEET; THENCE SOUTH 09 DEGREES 28 MINUTES 20 SECONDS WEST, 31.59 FEET;
THENCE SOUTH 11 DEGREES 11 MINUTES 49 SECONDS EAST, 77.72 FEET; THENCE SOUTH 21
DEGREES 33 MINUTES 37 SECONDS EAST, 75.38 FEET; THENCE SOUTH 17 DEGREES 22
MINUTES 03 SECONDS EAST, 42.38 FEET; THENCE SOUTH 06 DEGREES 49 MINUTES 53
SECONDS EAST, 44.20 FEET; THENCE SOUTH 04 DEGREES 23 MINUTES 45 SECONDS WEST,
23.04 FEET; THENCE SOUTH 16 DEGREES 00 MINUTES 24 SECONDS WEST, 34.88 FEET;
THENCE SOUTH 34 DEGREES 31 MINUTES 11 SECONDS WEST, 24.76 FEET; THENCE SOUTH 57
DEGREES 51 MINUTES 42 SECONDS WEST, 30.65 FEET TO THE POINT OF BEGINNING.

EXHIBIT C
DRAINAGE AND STORMWATER MANAGEMENT EASEMENT AGREEMENT

This Drainage and Stormwater Management Easement Agreement (“**Agreement**”) is made and entered into as of April 23, 2013, by and between the Lombard Park District, an Illinois park district (“**Grantor**”), and the Village of Lombard, an Illinois municipal corporation (“**Grantee**”). Grantor and Grantee are hereinafter sometimes individually referred to as a “Party” or collectively referred to as the “Parties.”

RECITALS

WHEREAS, Grantor is the owner of certain real property commonly known as Terrace View Park, generally located on the north side of Greenfield Avenue, between Elizabeth Street and Park Avenue, and is comprised of the following parcels: 06-06-401-004, 06-06-404-003, 06-06-410-004, 06-06-416-009, 06-06-416-032, 06-06-416-033, 06-06-416-055, 06-06-420-001, 06-06-420-002, 06-06-420-003 (the “**Park Property**”);

WHEREAS, the Parties, together with the School District #44, constructed a pond on the Park Property (the “**Pond**”) for the purpose of controlling stormwater runoff in 1972; and

WHEREAS, Grantee has proposed a concept plan to Grantor for the purpose of lowering the normal water level of the Pond by one (1) foot in order to reduce flood damages; and

WHEREAS, Grantor’s Board of Park Commissioners voted to support certain aspects of said plan, and Grantor and Grantee entered into an agreement entitled “An Intergovernmental Agreement Between the Village of Lombard and the Lombard Park District in Regard to Modifications to Terrace View Pond” (the “**IGA**”) that sets forth the Parties respective obligations with respect to same; and

WHEREAS, under and subject to the terms of the IGA, Grantor is obligated to grant a stormwater management easement to Grantee over a portion of the Park Property to help facilitate Grantee’s installation, operation and maintenance of certain stormwater management facilities contemplated therein; and

WHEREAS, under and subject to the terms of the IGA, Grantor is obligated to grant a permanent stormwater management easement to Grantee over property along West Crystal Avenue (hereinafter referred to as the “**West Crystal Parcel**”) following its conveyance to Grantor to help facilitate Grantee’s installation, operation and maintenance of certain stormwater management facilities contemplated therein; and

WHEREAS, for convenience of reference the aforesaid easements over the portion of the Park Property and over the West Crystal Parcel are hereinafter collectively referred to as the “**easement**.”

WHEREAS, Grantor has determined that it is in the public interest and in the interest of intergovernmental cooperation to grant such an easement to Grantee, subject to the terms and conditions of this Agreement; and

WHEREAS, Grantor has the authority to grant such an easement pursuant to Section 8-11 of the Park District Code of the State of Illinois (70 ILCS 1205/8-11); and

WHEREAS, the Parties desire to formally establish their respective rights and obligations with respect to the ownership, installation, construction, use, maintenance, and repair of the stormwater management facilities.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference as though fully set forth.

2. Construction of Improvements. Grantee proposes to improve portions of the Park Property and the West Crystal Parcel , which shall include the installation of two relief sewers and a pump station, in accordance with the terms of the IGA, the plans and specifications attached thereto as Exhibit A, and according to any changes in said plans as approved by the Parties (the “**Stormwater Management Facilities**”).

3. Grant of Non-exclusive Easement. Grantor hereby grants to Grantee without covenants or warranties of any kind, a non-exclusive perpetual easement over, on, under and across that portion of the Park Property and over, on, under and across the West Crystal Parcel, each as as depicted and legally described in Exhibit 1 attached hereto (collectively the “**Easement Premises**”), for the purpose of the construction, operation, inspection, repair, and maintenance of the Stormwater Management Facilities in accordance with the terms of this Agreement and the IGA (collectively the “**Easement Activities**”).

4. Right of Access. Grantee shall also have the right of access in the nature of a temporary license across the Park Property and the West Crystal Parcel , by vehicle or foot, for workers and equipment as necessary from time to time to perform the Easement Activities on the Easement Premises, over and along a route or routes reasonably agreed upon by the Parties to minimize disturbance of and damage to the Park Property and to the West Crystal Parcel and disruption to other uses of the Park Property and the West Crystal Parcel by Grantor and the public.

5. Easement Conditions. The grant of easement and ancillary rights given to Grantee under this Agreement shall be subject to the following conditions as well as the other terms and conditions set forth in this Agreement:

(a) Prior to commencing any activity on the Easement Premises, Grantee will consult with Grantor to identify any trees or other mature landscape features on the Park Property and West Crystal Parcel that may be adversely affected by the Easement Activities, and to develop a plan for the protection of same as appropriate, including maintenance of separation from the drip line of trees.

(b) The Easement Premises shall be used by Grantee only for the Easement Activities and for no other purpose. Grantor reserves the right of access to and use of the Easement Premises, the Park Property and West Crystal Parcel in any manner not inconsistent with the rights granted to Grantee under this Agreement, including but not limited to the right to install structures, landscaping, gardens, shrubs, driveways, sidewalks, parking lots, and ingress and egress roadways on the Easement Premises and other portions of the Park Property and West Crystal Parcel that do not then or later conflict with the Stormwater Management Facilities or the easement rights granted hereunder.

(c) Grantee shall notify Grantor prior to commencement of any excavation, construction, repair, maintenance or other work or activity on the Easement Premises. The Parties shall reasonably cooperate with respect to the commencement, timing, and location of such work or activity so as to protect the public at large and to avoid any interference with Grantor's use of the Park Property, the West Crystal Parcel or the Easement Premises.

(d) All construction or other work or activity by any entity within the Easement Premises, Park Property or West Crystal Parcel shall be performed in a safe and good workmanlike manner and in accordance with all applicable federal, state and local laws, including but not limited to the ordinances and regulations of the Village of Lombard, County of DuPage and Lombard Park District.

(e) Grantee shall be responsible for the payment of all costs associated with any work or activity performed or conducted on the Easement Premises, the Park Property or the West Crystal Parcel by or on behalf of Grantee.

(f) Grantee shall restore the Easement Premises and other affected portions of the Park Property and West Crystal Parcel to the condition which existed immediately prior to the beginning of any work or activity performed or conducted thereon by or on behalf of Grantee.

6. Maintenance and Repair. Grantee shall maintain the Stormwater Management Facilities in such a manner so as to ensure that the Stormwater Management Facilities remain in safe condition and good working order and repair at all times, and will further ensure that the Stormwater Management Facilities comply at all times with applicable federal, state and local law, including but not limited to the ordinances and regulations of the Village of Lombard

and County of DuPage . In the event that Grantor reasonably determines that Grantee is not in compliance with the terms of this paragraph 6, Grantor shall provide Grantee written notice of said noncompliance. Upon receipt of said notice, Grantee shall have thirty (30) days to commence the necessary measures to cure said noncompliance. Notwithstanding the above thirty (30) day cure period, Grantee shall take immediate action to cure said noncompliance in the case of an emergency likely to cause immediate harm, damage or danger to surrounding property or to the public or private health, safety or welfare. In the event that Grantee fails to commence the necessary measures to cure said noncompliance at the expiration of the periods set forth herein, or otherwise exhibits an unwillingness to cure said non-compliance, Grantor shall have the right, but not the obligation, to take all steps necessary to bring the Stormwater Management Facilities into good working order and repair and to ensure compliance with all applicable federal, state and local laws, and Grantee shall be responsible for all reasonable costs and expenses incurred by Grantor in connection with same, including reasonable attorneys' fees. Grantor shall also have the right to terminate this Agreement and the easement granted hereunder.

Neither Grantor's exercise of any of its rights, nor Grantor's failure to exercise any of its rights, under this paragraph or other paragraphs of this Agreement shall create any obligation or liability on the part of Grantor.

7. Hazardous Materials. No explosives or flammable or hazardous materials of any kind shall be transported across, brought upon, or stored or deposited on, the Park Property or the West Crystal Parcel (except as needed for vehicles or equipment for the Easement Activities provided that the Village and its contractors shall be liable for any damage to or contamination of such property resulting from such activity or use). As used in this Agreement, "hazardous materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as "Hazardous substances" pursuant to Section 1251 *et. seq.* (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et. seq.* (42 U.S.C. Section 6903), or (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et. seq.* (42 U.S.C. Section 9601) or any other applicable environmental law.

8. Condition of Park Property, West Crystal Parcel and Suitability for Easement Activities. Grantee has examined and inspected the Park Property and the West Crystal Parcel, including the Easement Premises and made such other inquiry and investigation as it deemed necessary in order to determine its condition and suitability for the Easement Activities. No

representation as to the condition and repair or suitability for a particular purpose of the Easement Premises, the Park Property or the West Crystal Parcel, and no agreements to make any modifications to the Easement Premises, the Park Property or the West Crystal Parcel, have been made by Grantor.

9. Acknowledgement: Limitation of Liability. Grantee acknowledges and agrees that the suitability of the Easement Premises for the Easement Activities, and the appropriateness and effectiveness of the conduct of the Easement Activities thereon, has been determined by Grantee and that Grantor shall have no liability with respect thereto. Grantor shall use the Easement Premises, the Park Property and the West Crystal Parcel at its own risk and Grantor shall have no liability for having made same available to Grantee for the Easement Activities. Grantee acknowledges that Grantor shall not provide any security or protection in connection with Grantee's use of the Easement Premises, the Park Property or the West Crystal Parcel. To the fullest extent permitted by law, Grantee hereby waives any and all claims Grantee may have at any time against Grantor, its elected and appointed officials, officers, employees and agents for injury to or death of any person or for damage to or loss or destruction of any property, sustained or incurred by Grantor or any person claiming by, through or under Grantor, in connection with, or related directly or indirectly to the exercise of the rights and privileges granted under this Agreement or the conduct of Easement Activities, including but not limited to any damage caused directly or indirectly by the failure of the Stormwater Management Facilities.

10. Indemnification. Grantee agrees to indemnify, defend and save Grantor, its elected and appointed officials, officers, employees and agents and their respective successors and assigns (individually and collectively Grantor and the foregoing persons being hereinafter called "Grantor Indemnitees") harmless from and against:

(a) any and all mechanics' or materialmen liens or claims, including but not limited to reasonable attorneys' fees and paralegal fees and costs and court costs ("Legal Expenses") for defense thereof, arising out of or in connection with work of any character performed or claimed to have been performed in connection with any of the Easement Activities or otherwise at the direction or sufferance of Grantee; and

(b) any and all liabilities, claims, losses, or demands for personal injury or property damage arising out of or caused by any act or omission of Grantee, any of its contractors or subcontractors, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable, in the conduct of the Easement Activities or exercise or use of the easement rights granted under this Agreement.

11. Insurance. Grantee shall maintain liability insurance in reasonable amounts, and with reputable companies as are reasonably acceptable to Grantor and /or the risk management agency of which it is a member, to protect Grantor and Grantee against claims arising directly or indirectly out of or in connection with Grantee's conduct of the Easement Activities or use of the Easement Premises, the Park Property or the West Crystal Parcel

pursuant to this Agreement, including coverage for risks assumed under an insured contract. The insurance provided by Grantee shall name Grantor, its elected and appointed officials, officers, employees and agents as an additional insured and prior to commencing any such activity, Grantee shall provide to Grantor a copy of a certificate of insurance and additional insured endorsement evidencing same in form and substance reasonably satisfactory to Grantor.

In the event that Grantee utilizes the services of contractors to perform any Easement Activities, Grantee shall require each of the contractors to obtain and maintain insurance of the types, in the amounts, and with reputable companies as are reasonably acceptable to Grantor and/or the risk management agency of which it is a member to protect Grantor against claims arising directly or indirectly out of or in connection with such contractor's conduct of Easement Activities or use of the Easement Premises, the Park Property or the West Crystal Parcel to conduct Easement Activities. The insurance provided by each such contractor shall name Grantor, its elected and appointed officials, officers, employees and agents as additional insured and prior to commencing such any such activity, Grantee shall provide to Grantor a copy of a certificate of insurance and additional insured endorsement evidencing same in form and substance reasonably satisfactory to Grantor.

12. Term. This Agreement and the easement granted hereunder shall be in full force and effect for so long as the Stormwater Management Facilities are maintained and operated by Grantee as provided in this Agreement, or until the Parties, or their successors, terminate this Agreement as otherwise provided herein or by mutual written Agreement, provided, however, that the obligations of Grantee accruing but remaining unsatisfied prior to the effective date of such termination shall survive the termination until fully satisfied, including but not limited to any obligations of Grantee under paragraphs 10 and 11 of this Agreement. Upon termination of this Agreement Grantor may record, as evidence thereof, a statement of termination in the real estate records of DuPage County, Illinois.

13. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

14. Covenant Running with the Land. This easement and the promises contained in this Agreement shall be a covenant running with the land and shall be binding upon Grantor and Grantee and any of their lessees, successors in interest, heirs, devisees and assigns from and after the date of execution by the Parties hereto.

15. Law Governing. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

16. Captions and Paragraph Headings. Captions and paragraph headings are for

convenience only and are not a part of this Agreement and shall not be used in construing it.

17. Notices. All notices provided for in this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) on the business date delivered by personal or courier delivery at the address for such addressee shown below; or (b) on the fourth business day following deposit in the United States mail, postage thereon pre-paid by registered or certified mail return receipt requested, and addressed to the addressee thereof as follows, or at such other location as a Party may from time to time designate to the other Party by written notice given as provided in this paragraph:

Notice to Grantee:

Village Manager
Village of Lombard
255 E. Wilson Avenue
Lombard, Illinois 60148

Notice to Grantor:

Executive Director
Lombard Park District
227 West Parkside Avenue
Lombard, Illinois 60148

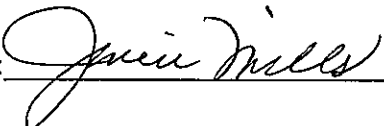
18. No Waiver of Tort Immunity. Nothing contained in this Agreement shall constitute a waiver by the Grantor or Grantee of any right, privilege or defense which it has under statutory or common law, included but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10.

19. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

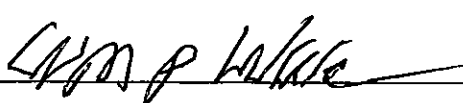
GRANTOR

LOMBARD PARK DISTRICT

By: 

GRANTEE

VILLAGE OF LOMBARD

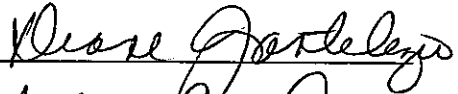
By: 

Its: President

Attest: 

Its: Secretary

Its: Acting President

Attest: 

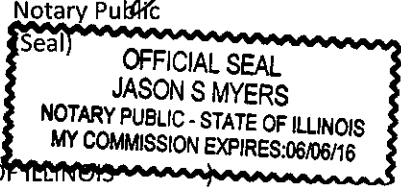
Its: Admin Coord

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Janice Mills, personally known to me to be the President of the Board of Park Commissioners of the Lombard Park District, an Illinois park district and unit of local government, and Paul Friedrich, personally known to me to be the Secretary of said Lombard Park District, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as said President and Secretary, they signed, sealed and delivered the said instrument in their respective official capacities, pursuant to authority given by the Board of Park Commissioners of said District as the free and voluntary act and deed of said Park District, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of April, 2013

Jason S Myers
Notary Public



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that William Ware personally known to me to be the ~~President~~ President of the Village of Lombard, an Illinois municipality and Bryette O'Brien personally known to me to be the Village Clerk of the Village of Lombard, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as said President and Village Clerk, they signed, sealed and delivered the said instrument in their respective official capacities, pursuant to authority given by the Board of Trustees of the Village of Lombard, as their free and voluntary act and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of April, 2013

Diane M Jantelezio
Notary Public



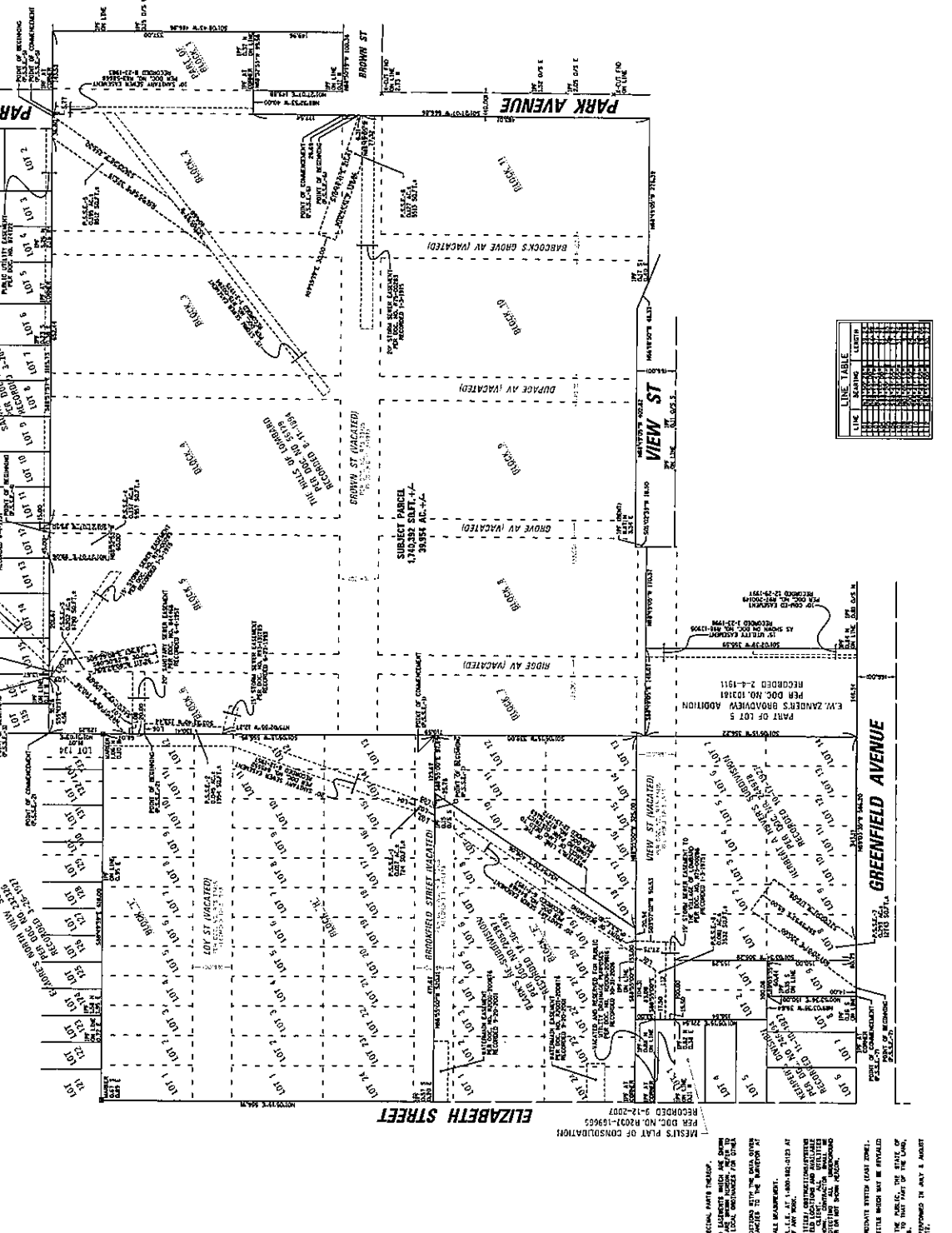
EXHIBIT 1

LEGAL DESCRIPTION and DEPICTION OF EASEMENT PREMISES

EASEMENT EXHIBIT - 1 (PERMANENT STORM SEWER EASEMENT)

LEGEND

- 1. DASHED LINE: EXISTING STORM SEWER
- 2. SOLID LINE: PROPOSED STORM SEWER
- 3. DOTTED LINE: PROPOSED STORM SEWER EASEMENT
- 4. DASHED LINE WITH ARROWS: DIRECTION OF FLOW
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EASEMENT EXHIBIT - 1 (PERMANENT STORM SEWER EASEMENT)
 VILLAGE OF LOMBARD, ILLINOIS
 PREPARED FOR
 VILLAGE OF LOMBARD

CHRISTOPHER B. BURKE ENGINEERING, L.T.D.
 9575 West Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (630) 825-0200

CALC.	PLR	PROJECT NO.
DRN.	ALR	110256
CHD.	JRM	SHEET I OF I
SCALE:	1"=40'	DRAWING NO.
DATE:	02-24-2013	EMH 110256

EXHIBIT - 1

LEGAL DESCRIPTION (P.S.S.E.-1)

THAT PART OF VACATED BROOKFIELD STREET IN CLARK'S RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1925 AS DOCUMENT NO. 205397 IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTERLINE OF SAID VACATED BROOKFIELD STREET AND ON THE EAST LINE OF SAID CLARK'S RESUBDIVISION; THENCE WESTERLY ALONG SAID CENTERLINE, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 88 DEGREES 55 MINUTES 00 SECONDS WEST, A DISTANCE OF 123.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 55 MINUTES 00 SECONDS WEST, 22.66 FEET; THENCE NORTH 29 DEGREES 19 MINUTES 41 SECONDS EAST, 37.46 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID VACATED BROOKFIELD STREET, SAID POINT ALSO BEING THE SOUTHWESTERLY CORNER OF A 20 FOOT SANITARY SEWER EASEMENT AS PER DOCUMENT NO. 845552, RECORDED JUNE 12, 1957; THENCE SOUTH 88 DEGREES 55 MINUTES 00 SECONDS EAST, 21.21 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHEASTERLY CORNER OF SAID 20 FOOT SANITARY SEWER EASEMENT; THENCE SOUTH 27 DEGREES 20 MINUTES 17 SECONDS WEST, 36.80 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (P.S.S.E.-2)

THAT PART OF BLOCK 6 IN THE HILLS OF LOMBARD SUBDIVISION, BEING A SUBDIVISION IN THAT PART OF THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1894 AS DOCUMENT NO. 56179 IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 6; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID BLOCK 6, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF SOUTH 01 DEGREES 31 MINUTES 03 SECONDS WEST, A DISTANCE OF 91.07 FEET; THENCE SOUTH 01 DEGREES 05 MINUTES 15 SECONDS WEST, 68.07 FEET ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF A 20 FOOT SANITARY SEWER EASEMENT AS PER DOCUMENT NO. 844468, RECORDED JUNE 4, 1957, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 49 MINUTES 05 SECONDS EAST, 17.67 FEET; THENCE SOUTH 03 DEGREES 33 MINUTES 40 SECONDS WEST, 133.44 FEET TO A POINT ON THE NORTHERLY LINE OF A 15 FOOT STORM SEWER EASEMENT AS PER DOCUMENT NO. R93-131785, RECORDED JUNE 23, 1993; THENCE NORTH 75 DEGREES 02 MINUTES 55 SECONDS WEST, 12.27 FEET ALONG SAID SOUTHERLY LINE TO A POINT ON SAID WEST LINE OF BLOCK 6; THENCE NORTH 01 DEGREES 05 MINUTES 15 SECONDS EAST, 130.41 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (P.S.S.E.-3)

THAT PART OF BLOCKS 5, 6 AND VACATED RIDGE AVENUE IN THE HILLS OF LOMBARD SUBDIVISION, BEING A SUBDIVISION IN THAT PART OF THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1894 AS DOCUMENT NO. 56179 IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 6; THENCE WESTERLY ALONG THE NORTH LINE OF SAID BLOCK 6 HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 88 DEGREES 57 MINUTES 57 SECONDS WEST, A DISTANCE OF 13.67 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF A 15 FOOT STORM SEWER EASEMENT AS PER DOCUMENT NO. R75-00285, RECORDED JANUARY 3, 1975; THENCE SOUTH 55 DEGREES 41 MINUTES 17 SECONDS EAST, 4.56 FEET ALONG SAID SOUTHWESTERLY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 55 DEGREES 41 MINUTES 17 SECONDS EAST, 35.97 FEET ALONG SAID SOUTHWESTERLY LINE; THENCE SOUTH 00 DEGREES 49 MINUTES 50 SECONDS WEST, 19.05 FEET; THENCE SOUTH 09 DEGREES 29 MINUTES 08 SECONDS EAST, 136.97 FEET; THENCE SOUTH 80 DEGREES 30 MINUTES 52 SECONDS WEST, 30.00 FEET; THENCE NORTH 09 DEGREES 29 MINUTES 08 SECONDS WEST, 117.26 FEET; THENCE SOUTH 44 DEGREES 07 MINUTES 49 SECONDS WEST, 100.09 FEET TO A POINT ON THE NORTH LINE OF A 20 FOOT SANITARY SEWER EASEMENT AS PER DOCUMENT NO. 844468, RECORDED JUNE 4, 1957; THENCE NORTH 88 DEGREES 49 MINUTES 05 SECONDS WEST, 31.76 FEET ALONG SAID NORTH LINE TO A POINT ON THE WEST LINE OF SAID BLOCK 6; THENCE NORTH 01 DEGREES 05 MINUTES 15

SECONDS EAST, 9.89 FEET ALONG SAID WEST LINE; THENCE NORTH 44 DEGREES 07 MINUTES 49 SECONDS EAST, 140.48 FEET; THENCE NORTH 00 DEGREES 49 MINUTES 50 SECONDS EAST, 24.16 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (P.S.S.E.-4)

THAT PART OF BLOCK 5 AND VACATED GROVE AVENUE IN THE HILLS OF LOMBARD SUBDIVISION, BEING A SUBDIVISION IN THAT PART OF THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1894 AS DOCUMENT NO. 56179 IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 5; THENCE EASTERLY ALONG THE NORTH LINE OF SAID HILLS OF LOMBARD SUBDIVISION, HAVING AN ILLINOIS COORDINATION SYSTEM (EAST ZONE) GRID BEARING OF SOUTH 88 DEGREES 57 MINUTES 57 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 01 DEGREES 27 MINUTES 07 SECONDS WEST, 99.50 FEET; THENCE NORTH 88 DEGREES 32 MINUTES 53 SECONDS WEST, 60.00 FEET; THENCE NORTH 01 DEGREES 27 MINUTES 07 SECONDS EAST, 99.06 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 5; THENCE SOUTH 88 DEGREES 57 MINUTES 57 SECONDS EAST, 45.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (P.S.S.E.-5)

THAT PART OF BLOCK 2 AND VACATED BABCOCK'S GROVE AVENUE IN THE HILLS OF LOMBARD SUBDIVISION, BEING A SUBDIVISION IN THAT PART OF THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1894 AS DOCUMENT NO. 56179 IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID BLOCK 2; THENCE WESTERLY ALONG THE NORTH LINE OF SAID BLOCK 2, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF NORTH 88 DEGREES 57 MINUTES 57 SECONDS WEST, A DISTANCE OF 5.77 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 36 DEGREES 25 MINUTES 58 SECONDS WEST, 244.30 FEET TO A POINT ON THE NORTHWESTERLY LINE OF A 15 FOOT STORM SEWER EASEMENT AS PER DOCUMENT NO. R75-00284, RECORDED JANUARY 3, 1975; THENCE SOUTH 53 DEGREES 05 MINUTES 57 SECONDS WEST, 104.60 FEET ALONG SAID NORTHWESTERLY LINE; THENCE NORTH 36 DEGREES 25 MINUTES 58 SECONDS EAST, 323.19 FEET TO A POINT ON SAID NORTH LINE OF BLOCK 2; THENCE SOUTH 88 DEGREES 57 MINUTES 57 SECONDS EAST, 36.80 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (P.S.S.E.-6)

THAT PART OF BLOCK 2 AND VACATED BROWN STREET AND VACATED BABCOCK'S GROVE AVENUE IN THE HILLS OF LOMBARD SUBDIVISION, BEING A SUBDIVISION IN THAT PART OF THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1894 AS DOCUMENT NO. 56179 IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 2; THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF SOUTH 01 DEGREES 27 MINUTES 07 SECONDS WEST, A DISTANCE OF 26.69 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 27 MINUTES 07 SECONDS WEST, 6.31 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT ON THE NORTH LINE OF A 20 FOOT STORM SEWER EASEMENT AS PER DOCUMENT NO. R75-00283, RECORDED JANUARY 3, 1975; THENCE NORTH 88 DEGREES 49 MINUTES 05 SECONDS WEST, 77.32 FEET ALONG SAID NORTH LINE; THENCE NORTH 70 DEGREES 44 MINUTES 41 SECONDS WEST, 139.86 FEET; THENCE NORTH 19 DEGREES 15 MINUTES 19 SECONDS EAST, 30.00 FEET; THENCE SOUTH 70 DEGREES 44 MINUTES 41 SECONDS EAST, 211.43 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (P.S.S.E.-7)

THAT PART OF LOTS 1, 2, 8, 9 AND 10 IN HERBERT A. HOVER'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 17, 1927 AS DOCUMENT NO. 244978 IN DUPAGE COUNTY, ILLINOIS. ALSO, THAT PART OF LOT 9 IN KEMPER'S DIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER

OF SECTION 6, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1927 AS DOCUMENT NO. 246494, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9 IN KEMPER'S DIVISION; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 9, HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF SOUTH 89 DEGREES 03 MINUTES 35 SECONDS EAST, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 37 DEGREES 20 MINUTES 07 SECONDS EAST, 220.00 FEET; THENCE SOUTH 52 DEGREES 39 MINUTES 53 SECONDS EAST, 65.00 FEET; THENCE SOUTH 37 DEGREES 20 MINUTES 07 SECONDS WEST, 172.09 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 8 IN HERBERT A. HOVER'S SUBDIVISION; THENCE NORTH 89 DEGREES 03 MINUTES 35 SECONDS WEST, 80.75 FEET ALONG SAID SOUTH LINE AND THE SOUTH LINE OF SAID LOT 9 IN KEMPER'S DIVISION TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (P.S.S.E.-8)

THAT PART OF VACATED VIEW STREET IN CLARK'S RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1925 AS DOCUMENT NO. 205397 IN DUPAGE COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID VACATED VIEW STREET, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF A 20 FOOT SANITARY SEWER EASEMENT AS PER DOCUMENT NO. 844469, RECORDED JUNE 4, 1957; THENCE SOUTHERLY ALONG A LINE HAVING AN ILLINOIS COORDINATE SYSTEM (EAST ZONE) GRID BEARING OF SOUTH 03 DEGREES 07 MINUTES 02 SECONDS WEST, A DISTANCE OF 50.53 FEET TO THE NORTHEAST CORNER OF A 15 FOOT STORM SEWER EASEMENT AS PER DOCUMENT NO. R75-00286, RECORDED JANUARY 3, 1975; THENCE NORTH 88 DEGREES 55 MINUTES 00 SECONDS WEST, 130.27 FEET ALONG THE NORTH LINE OF SAID 15 FOOT STORM SEWER EASEMENT TO A POINT ON THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN KEMPER'S DIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 6, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1927 AS DOCUMENT NO. 246494; THENCE NORTH 01 DEGREES 05 MINUTES 15 SECONDS EAST, 17.50 FEET ALONG SAID NORTHERLY EXTENSION; THENCE SOUTH 88 DEGREES 55 MINUTES 00 SECONDS EAST, 83.08 FEET; THENCE NORTH 33 DEGREES 50 MINUTES 28 SECONDS EAST, 39.24 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF VACATED VIEW STREET; THENCE SOUTH 88 DEGREES 55 MINUTES 00 SECONDS EAST, 27.75 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

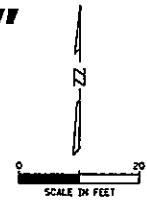
EXHIBIT D

WEST CRYSTAL AVENUE PARCEL LEGAL DESCRIPTION

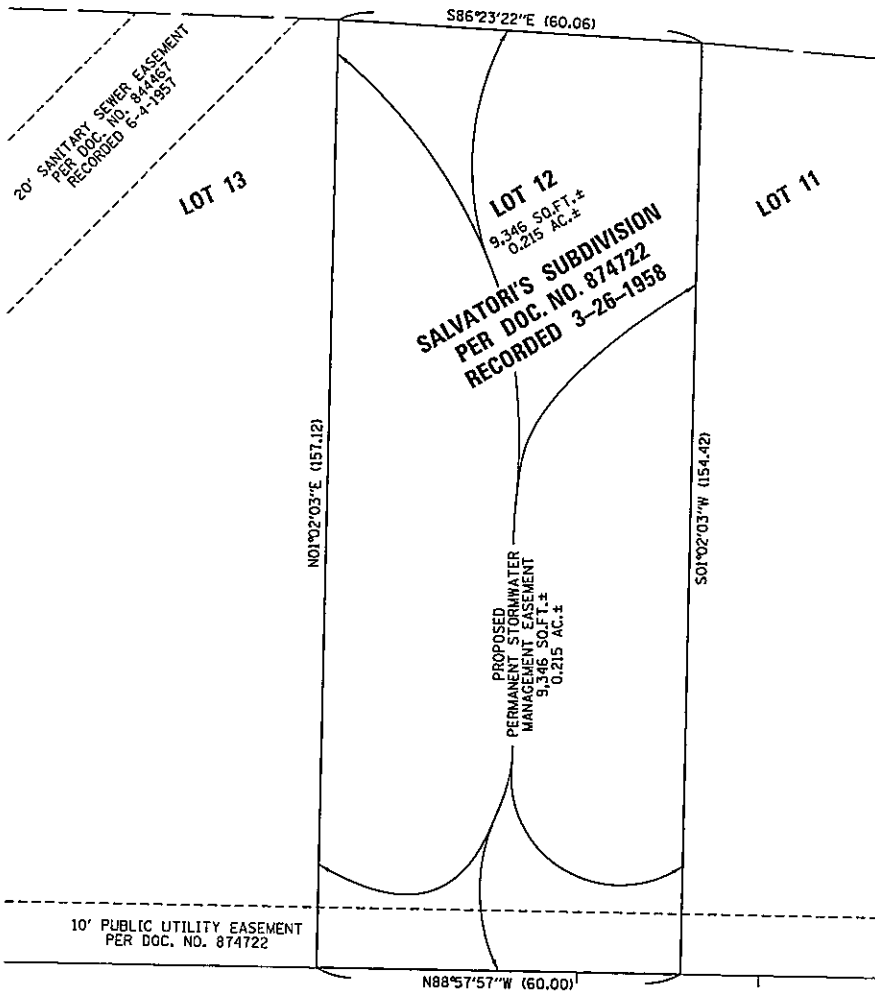
EASEMENT EXHIBIT - "D"

CRYSTAL AVENUE

66' RIGHT-OF-WAY



PIN NO.
06-06-219-019



BLOCK 5

THE HILLS OF LOMBARD
PER DOC. NO. 56179
RECORDED 8-11-1894

GROVE AV
(VACATED)

BLOCK 4

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HEREON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
5. CONTRACTOR/DEVELOPER SHALL NOTIFY J.U.L.I.E. AT 1-800-892-0123 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.
6. LOCATIONS OF EXISTING UNDERGROUND UTILITIES/ OBSTRUCTIONS/SYSTEMS SHOWN HEREON ARE THE COMPILATION OF FIELD LOCATIONS AND AVAILABLE UTILITY PLANS PROVIDED BY THE CLIENT. ALL UTILITIES /OBSTRUCTIONS/SYSTEMS MAY NOT BE SHOWN. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND UTILITIES/OBSTRUCTIONS/SYSTEMS. WHETHER OR NOT SHOWN HEREON.

LEGEND

00.00	MEASURED
(00.00)	RECORD
—————	PROPERTY LINE
—————	R.O.W. LINE
-----	EASEMENT LINE
- - - - -	ABANDONED/EXTENSION LINE
-----	PROPOSED EASEMENT LINE

SURVEYOR NOTES:

1. BEARINGS ARE BASED ON THE ILLINOIS COORDINATE SYSTEM (EAST ZONE).
2. THIS EXHIBIT IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
3. THIS EXHIBIT IS BASED ON FIELD WORK PERFORMED IN JULY & AUGUST 2011, 6-11-2012, 6-29-2012 AND 7-10-2012.

CB **CHRISTOPHER B. BURKE**
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9575 West Higgins Road
Suite 600, Rosemont, Illinois 60018
(847) 823-0500

EASEMENT EXHIBIT - "D"
IN
VILLAGE OF LOMBARD, ILLINOIS
PREPARED FOR
VILLAGE OF LOMBARD

CALC.	KJR	PROJECT NO.
DN.	AJK	110256
CHKD.	JRM	SHEET 1 OF 1
SCALE	1"=20'	DRAWING NO.
DATE	05-06-2013	EXH01-110256

EXHIBIT - "D"

LEGAL DESCRIPTION (PERMANENT STORMWATER MANAGEMENT EASEMENT):

LOT 12 IN SALVATORI'S SUBDIVISION OF LOT "A" IN ELMORE'S NORTH VIEW, BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SALVATORI'S SUBDIVISION RECORDED MARCH 26, 1958 AS DOCUMENT NO. 874722, IN DUPAGE COUNTY, ILLINOIS.