

**RESOLUTION
R 23-15**

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an intergovernmental Agreement between the Village of Lombard and the Lombard Park District regarding the reconstruction and maintenance of Bradley Lane.

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

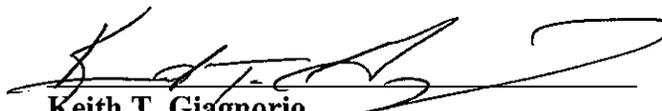
Adopted this 2nd day of April, 2015.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike and Ware

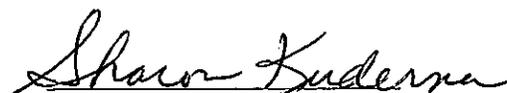
Nays: None

Absent: None

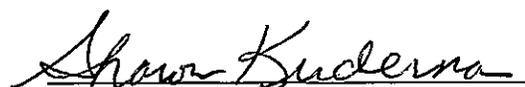
Approved this 2nd day of April, 2015.


Keith T. Giagnorio
Village President

ATTEST:


Sharon Kuderna
Village Clerk

APPROVAL AS TO FORM:


Thomas P. Bayer
Village Attorney

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND
THE LOMBARD PARK DISTRICT (BRADLEY LANE)**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 24th day of MARCH, 2015, 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, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1, *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, Bradley Lane is a street located within the boundaries of both the VILLAGE and the DISTRICT, with said street running from Chase Lane to Lilac Way, as depicted on Exhibit "A" attached hereto and made part hereof; and

WHEREAS, Bradley Lane is not located within a dedicated right-of-way, but, rather, is located on property owned by the DISTRICT, as it is used to access parking for Madison Meadows Park, which is also located on property owned by the DISTRICT; and

WHEREAS, notwithstanding the fact that Bradley Lane is not located within a dedicated right-of-way, the VILLAGE has provided some maintenance services in regard to Bradley Lane; and

WHEREAS, Bradley Lane, and the parking area for Madison Meadows Park, located immediately North of and adjacent to Bradley Lane, are in need of reconstruction; and

WHEREAS, the VILLAGE owns, operates and maintains a water main and a sanitary sewer within Bradley Lane; however, no easement document can be located relative to said water main and sanitary sewer; and

WHEREAS, the VILLAGE has agreed that, if the DISTRICT grants the VILLAGE a permanent water main, sanitary sewer and roadway easement (hereinafter referred to as the "Permanent Easement") over that portion of Bradley Lane, as shown in green on Exhibit "A" (hereinafter referred to as the "Through Lane"), and if the DISTRICT grants

the VILLAGE a temporary construction easement (hereinafter referred to as the "Temporary Construction Easement – I) over that portion of Bradley Lane, as show in pink on Exhibit "A", said portion of Bradley Lane being located North of the North curb line of Bradley Lane (hereinafter referred to as the "Parking Stalls"), the VILLAGE will proceed with the reconstruction of Bradley Lane, including both the Through Lane and the Parking Stalls, in accordance with Option No. 1 as described on Exhibit "B" attached hereto and made part hereof (hereinafter referred to as the "Project"), provided the DISTRICT reimburses the VILLAGE for the cost of that portion of the Project associated with the Parking Stalls, as more fully set forth on Exhibit "C" attached hereto and made part hereof; and

WHEREAS, upon completion of the Project, the VILLAGE has agreed to be solely responsible for the maintenance, repair and reconstruction of the Through Lane, and to include the repair and reconstruction of the Parking Stalls as part of any future repair and reconstruction projects relative to the Through Lane (hereinafter referred to as the "Future R and R"), provided the DISTRICT grants the VILLAGE a temporary construction easement over the Parking Stalls (hereinafter referred to as the "Temporary Construction Easement – II), so that the VILLAGE can perform said Future R and R, and further provided the DISTRICT reimburses the VILLAGE for the cost of any such Future R and R; and

WHEREAS, the DISTRICT is in agreement that the VILLAGE should proceed with the Project, in accordance with the foregoing; and

WHEREAS, the DISTRICT is in agreement that the VILLAGE should proceed with the Future R and R, in accordance with the foregoing, subject to the VILLAGE giving the DISTRICT no less than one (1) year's prior written notice of the VILLAGE'S intent to proceed with the Future R and R, with said notice including a description of the work to be done and the cost thereof, so that the DISTRICT can budget for the expense of the Future R and R and provide the Temporary Construction Easement – II in relation thereto;

WHEREAS, the Park District, by virtue of its powers set forth in Sections 8-1 and 8-11 of the Park District Code (70 ILCS 1205/8-1 and 8-11), is authorized to enter into this Agreement and grant the easement interests contemplated herein; 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 therein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, 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. VILLAGE OBLIGATIONS. In relation to the Project and the Future R and R:

- A. The VILLAGE shall proceed with the surveying work, engineering, design and construction of the Project, in accordance with Exhibit "B", with the Project being competitively bid in accordance with applicable law.
- B. The VILLAGE shall provide the legal descriptions for the Permanent Easement, the Temporary Construction Easement – I and the Temporary Construction Easement – II.
- C. The VILLAGE shall complete the Project on or before December 31, 2015.
- D. Upon completion of the Project, and confirmation by the DISTRICT that the Parking Stalls portion of the Project has been constructed in substantial compliance with Exhibit "B", the VILLAGE shall convey the Parking Stalls portion of the Project to the DISTRICT pursuant to a bill of sale, with the DISTRICT thereafter having the sole ownership of, and general day-to-day maintenance obligations relative to, the Parking Stalls, subject to the VILLAGE'S repair and reconstruction obligations as set forth in E. below.
- E. Subject to Sections 3.E. and 3.F. below, the VILLAGE shall include the Future R and R in any future repair and reconstruction project relative to the Through Lane, with the VILLAGE providing the DISTRICT with no less than one (1) year's prior written notice of the Future R and R, and the estimated cost thereof, and with the VILLAGE proceeding with the Future R and R in the same manner as with the Project.

3. DISTRICT OBLIGATIONS. In relation to the Project and the Future R and R:

- A. The DISTRICT shall grant the Permanent Easement to the VILLAGE, in substantially the form attached hereto as Exhibit "D" and made part hereof.
- B. The DISTRICT shall grant the Temporary Construction Easement – I to the VILLAGE, in substantially the form attached hereto as Exhibit "E" and made part hereof.
- C. Notwithstanding the estimated amount as set forth in Exhibit "C", the actual costs associated with the Parking Stalls portion of the Project shall be reimbursed to the VILLAGE, by the 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.*).

- D. Upon completion of the Project, the DISTRICT shall perform ordinary day-to-day maintenance relative to the Parking Stalls, exclusive of the Future R and R.
- E. Upon receipt of any notice from the VILLAGE relative to the Future R and R, the DISTRICT shall advise the VILLAGE in writing, within sixty (60) days of the date of said notice, as to whether the DISTRICT wants the VILLAGE to perform the Future R and R.
- F. If the DISTRICT authorizes the VILLAGE to proceed with the Future R and R, the DISTRICT shall grant the Temporary Construction Easement – II to the VILLAGE in substantially the form attached hereto as Exhibit "E" and made part hereof.
- G. If the DISTRICT authorizes the VILLAGE to proceed with the Future R and R, upon completion of the Future R and R, and confirmation by the DISTRICT that the Future R and R has been constructed in substantial compliance with the description thereof, as provided in the VILLAGE'S notice to the DISTRICT in relation thereto, the actual costs associated with the Future R and R shall be reimbursed to the VILLAGE, by the 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.*).

4. **VILLAGE INDEMNIFICATION OF THE DISTRICT.** The VILLAGE shall indemnify and hold harmless the DISTRICT, and its park commissioners, officers, officials, employees, volunteers and agents, 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 officials, officers, agents, volunteers, employees, consultants or contractors, in the performance of this Agreement. The VILLAGE further agrees to require any contractor to include the DISTRICT, and its park commissioners, officers, officials, employees, volunteers and agents, as additional insureds on the insurance policies required of the contractor relative to the Project and the Future R and R, which insurance policies shall be written with insurers and in amounts reasonably satisfactory to the DISTRICT.

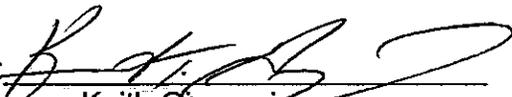
5. **DISTRICT INDEMNIFICATION OF VILLAGE.** The DISTRICT shall indemnify and hold harmless the VILLAGE, and its elected officials, officers, agents, volunteers and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and 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 DISTRICT, or its park commissioners, officers, officials, employees, volunteers and agents, in the performance of this Agreement.

6. **THIRD PARTIES AND DEFENSES.** This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which either Party may have under the Local Governmental and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.
7. **INSURANCE OBLIGATIONS.** Given the duration of this Agreement, required insurance coverage and/or amounts may need to be modified to adequately protect the Parties against possible claims arising from the Parties' rights and obligations under the terms of this Agreement, including the grants of permanent and temporary easements. The Parties shall, from time to time, mutually review the insurance coverage required in the forms of permanent and temporary easement attached hereto as Exhibits "D" and "E," and shall mutually agree upon coverage amounts or additional insurance as may be commensurate with similar agreements or other similarly situated parties in the Chicagoland area, and as may be reasonably necessary to protect the Parties against these risks.
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 DISTRICT |
| | Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148 | | 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.
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.

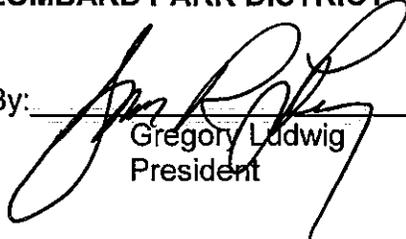
IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and the DISTRICT, pursuant to authority granted by the adoption of a [Motion/Resolution] 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: 
Keith Giagnorio
Village President

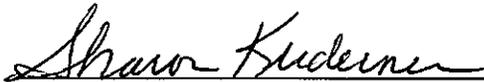
Date: April 2, 2015

LOMBARD PARK DISTRICT

By: 
Gregory Ludwig
President

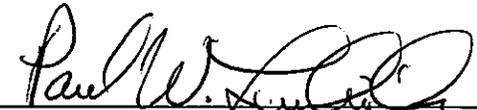
Date: March 24, 2015

ATTEST:


Sharon Kuderna
Village Clerk

Date: April 2, 2015

ATTEST:


Paul W. Friedrichs
Secretary

Date: March 24, 2015

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 Keith Giagnorio and Sharon Kuderna, personally known to me to be the 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 Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such 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 2nd day of April, 2015.

Karen J. Ellis
Notary Public

My Commission Expires: 3-6-18



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 Gregory Ludwig and Paul W. Friedrichs, personally known to me to be the President and Secretary 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 said Lombard Park District, as their free and voluntary act, and as the free and voluntary act and deed of said 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 24th day of March, 2015.

Jason S Myers
Notary Public

My Commission Expires: 6/6/16



Exhibit "A"

**DEPICTION OF BRADLEY LANE
(with the Parking Stalls in Pink
and the Through Lane in Green)**

(attached)

Exhibit "B"

DESCRIPTION OF THE PROJECT

(attached)

DESCRIPTION OF THE PROJECT

Option No. 1 – Pavement Removal and Replacement Meeting Minimum Structural Numbers for Residential Streets and Parking Lanes, with Curb and Gutter Spot Repairs

Through Lane Pavement

2" – HMA Surface Course
2.5" – HMA Binder Course
3.5" – HMA Base Course
4" (Min) – Existing Aggregate Base

Parking Stall Pavement

2" – HMA Surface Course
2.5" – HMA Binder Course
8.5" (Min) – Existing Aggregate Base

The existing pavement along Bradley Lane is in poor condition and should be replaced, however the existing curb and gutter is in good condition for its age. There are a few locations where spot repairs should be made to address cracking or broken curbs and there will be a couple of locations where new curb ramps will require removal and replacement of the curb and gutter.

With this option the existing pavement will be completely removed. Within the through lanes, enough of the existing aggregate will also be removed to allow for the placement of 8" of hot-mix asphalt pavement. Based on the borings, there will be a minimum of 4" of stone remaining. The existing aggregate will be repaired if necessary and re-compacted. This design will provide a Modified AASHTO structural number of at least 3.22, which exceeds the Village's minimum of 3.2 for residential streets.

Within the parking stalls, all of the existing aggregate will remain and will be repaired if necessary and re-compacted. Some additional aggregate will be required in locations where the existing pavement is thicker than what is proposed to be constructed. This design would provide a Modified AASHTO structural number of at least 2.56, which exceeds the Village's minimum of 2.5 for parking lots subjected only to automobile traffic.

The existing pavement on Bradley Lane pitches to the south curb and gutter, with the exception of the section between Sta. 405+50 to Sta. 406+75 which is crowned. Since the existing curb and gutter will remain, the cross slope of Bradley Lane will vary.

Exhibit "C"

COST ESTIMATE FOR THE PROJECT

(attached)

Exhibit C

PROJECT FILE NAME: Bradley Lane
 PROJECT NO.: ST-14-02/03
 Bradley Lane Quantities

NO	ITEM	QUANTITY				UNIT	UNIT PRICE	TOTAL		TOTAL		TOTAL
		Bradley Lane Total	Bradley Lane Village	Bradley Lane Park District	Low Bidder			Bradley Lane Total	Bradley Lane Park District			
20200100	EARTH EXCAVATION	224	219	5	CU YD	\$15.01	\$3,362.24	\$3,287.19	\$75.05			
21101615	TOPSOIL FURNISH AND PLACE, 4"	700	481	219	SO YD	\$0.10	\$70.00	\$48.10	\$21.90			
28000250	TEMPORARY EROSION CONTROL SEEDING	15	10	5	POUND	\$0.10	\$1.50	\$1.00	\$0.50			
31101200	SUBBASE GRANULAR MATERIAL, TYPE B-4"	20	3	17	SO YD	\$3.75	\$75.00	\$11.25	\$63.75			
35800100	PREPARATION OF BASE	2971	1775	1196	SO YD	\$2.51	\$7,457.21	\$4,455.25	\$3,001.96			
40201000	AGGREGATE FOR TEMPORARY ACCESS	35	35	0	TON	\$5.00	\$175.00	\$175.00	\$0.00			
40600100	BITUMINOUS MATERIALS (PRIME COAT)	2079	1242	837	GALLON	\$0.01	\$20.79	\$12.42	\$8.37			
40600300	AGGREGATE (PRIME COAT)	5	4	1	TON	\$1.00	\$5.00	\$4.00	\$1.00			
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	415	248	167	TON	\$75.70	\$31,415.50	\$18,773.60	\$12,641.90			
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	333	199	134	TON	\$82.35	\$27,422.55	\$16,387.65	\$11,034.90			
42001300	PROTECTIVE COAT	267	204	63	SO YD	\$0.80	\$213.60	\$163.20	\$50.40			
44000100	PAVEMENT REMOVAL	3117	1881	1236	SO YD	\$14.73	\$45,913.41	\$27,707.13	\$18,206.28			
44000500	COMBINATION CURB AND GUTTER REMOVAL	376	284	112	FOOT	\$3.14	\$1,180.64	\$828.96	\$351.68			
56103000	DUCTILE IRON WATER MAIN 6"	73	73	0	FOOT	\$78.00	\$5,694.00	\$5,694.00	\$0.00			
56103100	DUCTILE IRON WATER MAIN 8"	390	390	0	FOOT	\$86.00	\$33,540.00	\$33,540.00	\$0.00			
56200300	WATER SERVICE LINE 1"	65	65	0	FOOT	\$5.00	\$325.00	\$325.00	\$0.00			
56201400	CORPORATION STOPS 1"	1	1	0	EACH	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00			
56300300	ADJUSTING WATER SERVICE LINES	15	15	0	FOOT	\$1.00	\$15.00	\$15.00	\$0.00			
56400500	FIRE HYDRANTS TO BE REMOVED	1	1	0	EACH	\$800.00	\$800.00	\$800.00	\$0.00			
56400810	FIRE HYDRANT-EXTENSION	2	2	0	FOOT	\$400.00	\$800.00	\$800.00	\$0.00			
56400820	FIRE HYDRANT WITH AUXILIARY VALVE & VALVE BOX	1	1	0	EACH	\$1,700.00	\$1,700.00	\$1,700.00	\$0.00			
56500700	DOMESTIC WATER SERVICE BOXES TO BE REMOVED	1	1	0	EACH	\$4,600.00	\$4,600.00	\$4,600.00	\$0.00			
56500800	DOMESTIC WATER SERVICE BOXES	1	1	0	EACH	\$50.00	\$50.00	\$50.00	\$0.00			
60603800	COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.12	995	883	112	FOOT	\$14.90	\$14,825.50	\$13,156.70	\$1,668.80			
78801100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	13	0	13	SO FT	\$15.00	\$195.00	\$0.00	\$195.00			
78801110	PAINT PAVEMENT MARKING - LINE 4"	1418	0	1418	FOOT	\$2.00	\$2,836.00	\$0.00	\$2,836.00			
X2520700	SODDING, SPECIAL	700	481	219	SO YD	\$11.90	\$8,330.00	\$5,723.90	\$2,606.10			
X4240430	DETECTABLE WARNING, PLASTIC	338	0	338	SO FT	\$4.09	\$1,382.42	\$0.00	\$1,382.42			
	HOT-MIX ASPHALT BASE COURSE, 3 1/2"	50	0	50	SO FT	\$28.00	\$1,400.00	\$0.00	\$1,400.00			
	BIKE PATH REMOVAL AND REPLACEMENT	1775	1775	0	SO YD	\$15.81	\$28,062.75	\$28,062.75	\$0.00			
	AGGREGATE BASE REPAIR	69	10	59	SO YD	\$83.02	\$5,728.38	\$830.20	\$4,898.18			
	TRENCH BACKFILL - SPECIAL	66	39	27	CU YD	\$61.57	\$4,063.62	\$2,401.23	\$1,662.39			
	WATER MAIN FITTINGS	86	86	0	CU YD	\$40.00	\$3,440.00	\$3,440.00	\$0.00			
	TOTAL	220	220	0	POUND	\$0.10	\$22.00	\$173,565.53	\$62,106.58			

Exhibit "D"

FORMAT FOR PERMANENT EASEMENT

Prepared by and return to:

Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148
Attn: Carl Goldsmith
Director of Public Works

GRANT OF WATER MAIN, SANITARY SEWER AND ROADWAY EASEMENT

THIS GRANT OF WATER MAIN, SANITARY SEWER AND ROADWAY EASEMENT ("Grant of Easement") is made this _____ day of _____, 20/1, by the Lombard Park District, DuPage County, Illinois (hereinafter referred to as the "Grantor") to the Village of Lombard, DuPage County, Illinois (hereinafter referred to as the "Grantee"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Grantor is the owner of the following-described property:

LOT 1 IN MADISON MEADOWS PLAT OF CONSOLIDATION, BEING PART OF THE NORTHWEST QUARTER OF SECTION 16 AND THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS;

P.I.N.s: 06-16-100-002 and 06-17-212-007;

Common Address: Generally, between Madison Street and Wilson Avenue,
West of Ahrens Avenue, Lombard, Illinois 60148;

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

WHEREAS, the Grantee desires to maintain a water main, a sanitary sewer and a roadway, and all facilities incidental thereto, on a portion of the Grantor Property (hereinafter referred to as the "Public Improvements"); and

WHEREAS, Grantor has agreed to grant the Grantee the necessary nonexclusive permanent easement relative to the Public Improvements, subject to certain terms and conditions as more fully set forth below;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, the terms and conditions set forth below and the benefits to be derived from this Grant of Easement, the Parties agree as follows:

1. That the recitals set forth above are incorporated herein and made a part hereof as if set forth fully herein.

2. Grantor hereby grants, releases, conveys, assigns and quit claims to the Grantee a nonexclusive perpetual easement and right-of-way (the "Easement"), subject to the terms and conditions of this Grant of Easement, 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 water main, a sanitary sewer and a roadway, and all facilities incidental thereto (the "Easement Activities"), in, on, upon, over, through, across and under the following-described property:

LEGAL DESCRIPTION OF WATER MAIN, SANITARY SEWER AND ROADWAY EASEMENT:

That part of Lot 1 in Madison Meadow Plat of Consolidation according to the plat thereof recorded April 4, 2000 as document number R2000-047367, in DuPage County, Illinois, described as follows:
Commencing at the most easterly corner of said Lot 1; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 89 degrees

21 minutes 59 seconds West along a south line of said Lot 1, a distance of 712.65 feet (713.28 feet, recorded) to an east line of said Lot 1, being also the west right of way line of Chase Lane recorded July 23, 1957 as document number 850186; thence South 2 degrees 47 minutes 38 seconds East along an east line of said Lot 1, being also the said west right of way line of Chase Lane, a distance of 41.54 feet to a point of curvature on said east line; thence southerly 58.12 feet along an easterly line of said Lot 1, being also the said westerly right of way line of Chase Lane, on a curve to the left having a radius of 440.00 feet, the chord of said curve bears South 6 degrees 34 minutes 42 seconds East, 58.08 feet to the point of beginning; thence southerly 39.75 feet along an easterly line of said Lot 1, being also the said westerly right of way line of Chase Lane, on a curve to the left having a radius of 440.00 feet, the chord of said curve bears South 12 degrees 57 minutes 03 seconds East, 39.74 feet to a southeasterly line of said Lot 1; thence South 72 degrees 19 minutes 13 seconds West along a southeasterly line of said Lot 1, a distance of 127.84 feet (123.93 feet, recorded) (127.5 feet, recorded) to an angle point on said southeasterly line; thence South 42 degrees 15 minutes 32 seconds West along a southeasterly line of said Lot 1, a distance of 210.04 feet (210.00 feet, recorded) to an angle point on said southeasterly line; thence South 40 degrees 16 minutes 14 seconds West along a southeasterly line of said Lot 1, a distance of 414.69 feet; thence northerly 70.21 feet along a curve to the right having a radius of 48.00 feet, the chord of said curve bears North 0 degrees 50 minutes 31 seconds West, 64.12 feet; thence North 41 degrees 03 minutes 41 seconds East, a distance of 161.93 feet; thence North 49 degrees 43 minutes 46 seconds West, a distance of 45.08 feet; thence North 40 degrees 16 minutes 14 seconds East, a distance of 10.00 feet; thence South 49 degrees 43 minutes 46 seconds East, a distance of 45.21 feet; thence North 41 degrees 03 minutes 41 seconds East, a distance of 122.41 feet; thence North 41 degrees 12 minutes 18 seconds East, a distance of 263.76 feet; thence northeasterly 56.92 feet along a curve to the right having a radius of 104.00 feet, the chord of said curve bears North 56 degrees 53 minutes 06 seconds East, 56.22 feet; thence North 72 degrees 33 minutes 54 seconds East, a distance of 114.22 feet to the point of beginning.

P.I.N.: Pt. 06-17-212-007;

Common Address: Bradley Lane, between Chase Lane and Lilac Way,
Lombard, Illinois 60148;

as depicted on Exhibit 1 attached hereto and made part hereof (the "Easement Area").

3. Grantor hereby agrees to and with the Grantee that the officers, agents, employees, successors, grantees, lessees and assigns of the Grantee 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 Public Improvements, and all facilities and activities incidental thereto. Grantee shall provide Grantor five (5) business days prior written notice or, if five (5) business days is not practicable, with as much advance notice as possible under the circumstances, in accordance with Section 17. below, of the commencement, anticipated duration and termination of any Easement Activities, as applicable, and shall, to the greatest extent practicable, conduct the Easement Activities so as not to unreasonably interfere with Grantor's use of Grantor's Property or the Easement Area.

4. The Easement shall be used and enjoyed solely by Grantee and its duly authorized officers, agents, contractors or employees to conduct the Easement Activities in accordance with this Grant of Easement. Grantee shall not assign its rights under this Grant of Easement in whole or in part or grant permission to traverse, enter upon or otherwise use the Easement Area to any other person or entity without the prior written consent of Grantor.

5. The Grantor reserves the right to make any use of the Easement Area, whether on, above or below its surface, for any lawful purpose, except that any structure or use shall not unreasonably interfere with the Easement or the Easement Activities granted hereunder.

6. The Grantee, its officers, agents, employees, successors, grantees, lessees, contractors and assigns shall promptly, and as soon as practicable after

engaging in any Easement Activities, restore to its former condition any portion of the Grantor Property which is disturbed or altered in any manner by such Easement Activities, at the Grantee's sole cost and expense.

7. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the Easement Activities, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement, are to be at the sole expense of the Grantee, and all such work shall be performed promptly and completed in each instance with diligence and as soon as reasonably practicable after commencement thereof. Grantee shall not cause or suffer or permit to be created any mechanics' or materialmen's liens or claims against the Grantor Property or the Easement Area. Grantee shall defend, indemnify and hold harmless Grantor from and against any such claims or liens.

8. No equipment or machinery shall be brought or permitted to come into or onto the Grantor Property except across the Easement Area, and subject to such reasonable restrictions as shall be determined by Grantor.

9. No explosives or flammable or hazardous materials of any kind shall be transported across, brought upon, or stored or deposited in the Grantor Property, or used on the Easement Area, in such a manner as to cause contamination of the Grantor Property either on, above or below the surface of the ground.

10. The Easement Area and other portions of the Grantor Property shall at all times be kept free of accumulations of debris, waste and garbage caused by the Easement Activities.

11. Grantee shall obtain all necessary permits and approvals and shall otherwise comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the Easement Activities.

12. Grantee shall conduct the Easement Activities in the Grantor Property and Easement Area entirely at Grantee's own risk. To the fullest extent permitted by the laws of the State of Illinois, Grantee hereby forever waives, relinquishes and discharges and holds harmless Grantor, its park commissioners, officers, officials, employees, volunteers and agents from any and all claims of every nature whatsoever, which Grantee may have at any time against Grantor, its park commissioners, officers, officials, employees, volunteers and agents, including without limitation claims for personal injury or property damage sustained or incurred by Grantee or any person claiming by, through or under Grantee, relating directly or indirectly to this Grant of Easement, the Easement or the Easement Activities.

13. Grantee shall defend, indemnify and hold harmless Grantor, its park commissioners, officers, officials, employees, volunteers and agents (Grantor and such other persons being hereinafter collectively referred to as the "Grantor Indemnitees") against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' and paralegal fees, suffered, incurred or sustained by any of the Grantor Indemnitees, including without limitation liabilities for the death of or injury to any person or the loss, destruction or theft of or damage to any property, relating directly or indirectly to, or arising directly or indirectly from the exercise by Grantee, or any other person acting on its behalf or with its authority or permission, of the rights and privileges granted Grantee

under this Grant of Easement. Grantee shall similarly defend, indemnify and hold harmless the Grantor Indemnitees against and from any and all claims, losses, costs, damages and expenses, including without limitation reasonable attorneys' and paralegal fees, suffered, sustained or incurred by any of the Grantor Indemnitees as a result of Grantee's breach of any provision of this Grant of Easement or otherwise incurred by any of the Grantor Indemnitees in enforcing the terms of this Grant of Easement. Notwithstanding the foregoing, Grantee shall not be required to defend, indemnify or hold harmless the Grantor Indemnitees for the Grantor Indemnitees' intentional or negligent acts or omissions.

14. Grantee shall keep in full force and effect at all times while engaging in the Easement Activities general public liability insurance, Workers' Compensation insurance, and such other types of insurance in such amounts and with such companies or self-insurance pools as are reasonably acceptable to the Grantor, but, in any event, no less than the coverages and amounts carried by Grantee for its general activities. The minimum insurance coverage specified in this Section 14. may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Such insurance shall be evidenced by copies of the policies and/or certificates of insurance at the request of Grantor, and said insurance shall not be modified, terminated, cancelled or not renewed without at least thirty (30) days advance written notice to the Grantor.

In addition to, and in furtherance and not in limitation of, Grantee's insurance obligations set forth above, and at no cost to Grantor, Grantee shall require any contractor(s) performing any of the Easement Activities contemplated by this Grant of

Easement to obtain, and keep in full force and effect for so long as any claim relating to the Easement Activities legally may be asserted, comprehensive general liability and property damage insurance written to include the coverages and for not less than the minimum limits, or greater if required by law, as provided on Exhibit 2 attached hereto and incorporated herein by reference. Grantee shall similarly require any contractor(s) performing any of the Easement Activities contemplated by this Grant of Easement to defend, indemnify and hold harmless Grantor in accordance with and as more fully set forth in subsection F. of Exhibit 2 attached hereto and incorporated herein by reference.

15. Such perpetual Easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the Grantor and Grantee, and their respective heirs, executors, successors, grantees, lessees and assigns.

16. No waiver of any rights which Grantor has in the event of any default or breach by Grantee under this Grant of Easement shall be implied from failure by Grantor to take any action on account of such breach or default, and no express waiver by Grantor shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

17. Any and all notices, demands, consents and approvals required under this Grant of Easement shall be sent and deemed received:

- A. on the third business day after being mailed by certified or registered mail, postage prepaid, return receipt requested; or
- B. on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery; or

C. by facsimile transmission on the day of transmission, with the sender retaining a copy of the confirmation of transmission; or

D. by personal delivery;

if addressed to the Parties as follows:

To Grantor: LOMBARD PARK DISTRICT
227 West Parkside Avenue
Lombard, Illinois 60148
Attn: Executive Director
FAX: (630) 627-1286

With a copy to: Tressler, LLP
233 South Wacker Drive
22nd Floor
Chicago, Illinois 60606
Attn: Andrew S. Paine
FAX: (312) 627-1717

To Grantee: VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Attn: Village Manager
FAX: (630) 620-8222

With a copy to: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attn: Thomas P. Bayer/Jason A. Guisinger
FAX: (312) 984-6444

18. Nothing contained in this Grant of Easement is intended to be, nor shall operate as, a waiver by Grantor or Grantee of the rights, defenses and immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act.

19. This Agreement contains the entire agreement between the Parties with respect to the use of the Easement Area and the Grantor Property by Grantee in

connection with the Easement Activities, and cannot be modified except by a writing, dated subsequent to the date hereof, and signed by both Parties.

20. Grantee shall maintain the Public Improvements, and all facilities incidental thereto, as referenced in Section 2 hereof in such a manner so as to ensure that the Public Improvements remain in good working order and repair at all times, and will further ensure that the Public Improvements comply at all times with applicable federal, state and local law, including the ordinances and regulations of the Village of Lombard. In the event that Grantor determines that Grantee is not in compliance with the terms of this Section 20, 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 Public Improvements into good working order and repair and to ensure compliance with all applicable federal, state and local laws, including the ordinances and regulations of the Village of Lombard (the "Remedial Measures"), and Grantee shall be responsible for all reasonable costs and expenses incurred by Grantor in connection with same, including reasonable attorneys' fees, plus an administrative fee equal to fifteen percent (15%) of the total costs and

expenses so incurred by Grantor. If Grantor undertakes any Remedial Measures relative to the Public Improvements, Grantor shall take such action in full compliance with all applicable federal, state and local laws, including the ordinances and regulations of the Village of Lombard, and shall, in relation to such action, defend, indemnify and hold harmless Grantee, its elected officials, officers, employees, volunteers and agents (Grantee and such other persons being hereinafter collectively referred to as the "Grantee Indemnities") against and from any and all liabilities, claims, losses, costs, damages and expenses including without limitation reasonable attorneys' and paralegal fees, suffered, incurred or sustained by any of the Grantee Indemnities, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and arises out of or results from the performance of the Remedial Measures by Grantor, or any other person acting on its behalf or with its authority or permission, pursuant to the authority granted by this Section 20 (collectively, the "Claims"). Notwithstanding the foregoing, Grantor shall not be required to defend, indemnify or hold harmless the Grantee Indemnitees for the Grantee Indemnitees' intentional or negligent acts or omissions. In addition, Grantor's indemnification obligations under this Section 20 are strictly and specifically limited to Claims arising out of or resulting from the performance of the Remedial Measures by Grantor, or any other person acting on its behalf or with its authority or permission, and shall not extend to or otherwise apply to any other acts or omissions of Grantor, or any other person acting on its behalf or with its authority or permission.

21. Termination of Easement Rights.

- A. The Easement may be terminated by Grantor upon written notice to Grantee in the event Grantee has breached any of the material terms or material conditions of this Agreement, subject to the right to cure as follows. Grantee shall have thirty (30) days after receipt of written notice specifying the nature of the breach to cure said breach. If the nature of the breach is such that it cannot be cured within said thirty (30) day period, Grantee shall be deemed to have cured same if within said thirty (30) day period it commences and diligently pursues such cure and thereafter completes same within such time as reasonable under the circumstances.
- B. In the event Grantee breaches and fails to cure said breach pursuant to Section 20 above, all rights and privileges granted to Grantee pursuant to this Grant of Easement may be terminated by Grantor in Grantor's sole discretion.
- C. In the event of termination pursuant to this Section 21, Grantee shall have a period of thirty (30) days from and after the effective date of termination to restore the land to its original condition at Grantee's sole cost and expense.
- D. The rights set forth in this Section 21 are in addition to, and not in lieu of, Grantor's right to enforce the terms of this Agreement and Grantor's right to pursue any and all other remedies available at law or inequity.

22. 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.

**THE REMAINDER OF THIS PAGE
HAS INTENTIONALLY BEEN LEFT BLANK.**

IN WITNESS WHEREOF, the Grantor has caused its name to be signed to these presents the day and year first above written.

Grantor: LOMBARD PARK DISTRICT

By: _____
Name: Gregory Ludwig
Title: President

ATTEST: _____
Name: Paul Friedrichs
Title: Secretary

Agreed to and accepted by the Village of Lombard, DuPage County, Illinois, this ____ day of _____, 20____.

By: _____
Keith Giagnorio, Village President

ATTEST: _____
Sharon Kuderna, Village Clerk

ACKNOWLEDGMENT

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 Gregory Ludwig and Paul Friedrichs, personally known to me to be the President and Secretary of the Lombard Park District, (the "Grantor"), and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that as such President and Secretary, they signed and delivered the said instrument, as their free and voluntary act, and the free and voluntary act of the Grantor, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 20__.

Notary Public

Exhibit 1

Depiction of Easement

(attached)

Exhibit 2

CONSTRUCTION INSURANCE REQUIREMENTS FOR CONTRACTORS

Every contractor performing any of the Easement Activities contemplated by this Grant of Easement, whether in whole or in part ("Contractor"), shall procure and maintain, for at least during the performance of said Easement Activities, insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Lombard Park District ("District") and its park commissioners, officers, officials, employees, volunteers and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by District shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If District and its park commissioners, officers, officials, employees, volunteers and agents has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against District and its park commissioners, officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this Grant of Easement at District's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to District whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its park commissioners, officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District and its park commissioners, officers, officials, employees, volunteers and agents (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnitees against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Grant of Easement. Notwithstanding the foregoing, Contractor shall not be required to defend, indemnify, or hold harmless the Indemnitees for the Indemnitees intentional or negligent acts or omissions.

Exhibit "E"

FORMAT FOR TEMPORARY EASEMENTS

Prepared by and return to:

Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148
Attn: Carl Goldsmith
Director of Public Works

GRANT OF TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT ("Grant of Easement") is made this ____ day of _____, 20__, by the Lombard Park District, DuPage County, Illinois (hereinafter referred to as the "Grantor") to the Village of Lombard, DuPage County, Illinois (hereinafter referred to as the "Grantee"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Grantor is the owner of the following-described property:

LOT 1 IN MADISON MEADOWS PLAT OF CONSOLIDATION, BEING PART OF THE NORTHWEST QUARTER OF SECTION 16 AND THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS;

P.I.N.s: 06-16-100-002 and 06-17-212-007;

Common Address: Generally, between Madison Street and Wilson Avenue,
West of Ahrens Avenue, Lombard, Illinois 60148;

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

WHEREAS, the Grantee desires to construct, maintain and/or repair certain parking stall improvements, and all facilities incidental thereto, on a portion of the Grantor Property (hereinafter referred to as the "Parking Stall Improvements"); and

WHEREAS, Grantor has agreed to grant the Grantee the necessary nonexclusive temporary construction easement relative to the Parking Stall Improvements, subject to certain terms and conditions as more fully set forth below;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, the terms and conditions set forth below and the benefits to be derived from this Grant of Easement, the Parties agree as follows:

1. That the recitals set forth above are incorporated herein and made a part hereof as if set forth fully herein.

2. Grantor hereby grants, releases, conveys, assigns and quit claims to the Grantee a nonexclusive temporary construction easement and right-of-way (the "Easement"), subject to the terms and conditions of this Grant of Easement, for the full and free right, privilege and authority to clear, trench for, construct, install, reconstruct, replace, remove, repair, alter and inspect parking stalls, and all facilities incidental thereto (the "Easement Activities"), in, on, upon, over, through, across and under the following-described property:

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT:

That part of Lot 1 in Madison Meadow Plat of Consolidation according to the plat thereof recorded April 4, 2000 as document number R2000-047367, in DuPage County, Illinois, described as follows:

Commencing at the most easterly corner of said Lot 1; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 89 degrees 21 minutes 59 seconds West along a south line of said Lot 1, a distance of

712.65 feet (713.28 feet, recorded) to an east line of said Lot 1, being also the west right of way line of Chase Lane recorded July 23, 1957 as document number 850186; thence South 2 degrees 47 minutes 38 seconds East along an east line of said Lot 1, being also the said west right of way line of Chase Lane, a distance of 41.54 feet to a point of curvature on said east line; thence southerly 31.81 feet along an easterly line of said Lot 1, being also the said westerly right of way line of Chase Lane, on a curve to the left having a radius of 440.00 feet, the chord of said curve bears South 4 degrees 51 minutes 54 seconds East, 31.80 feet to the point of beginning; thence South 72 degrees 33 minutes 54 seconds West, a distance of 154.73 feet; thence South 41 degrees 12 minutes 18 seconds West, a distance of 150.00 feet; thence North 48 degrees 47 minutes 42 seconds West, a distance of 24.38 feet; thence South 41 degrees 03 minutes 41 seconds West, a distance of 400.02 feet; thence South 25 degrees 12 minutes 36 seconds West, a distance of 127.86 feet; thence South 49 degrees 43 minutes 46 seconds East, a distance of 60.81 feet to a southeasterly line of said Lot 1; thence North 40 degrees 16 minutes 14 seconds East along a southeasterly line of said Lot 1, a distance of 5.00 feet to a northeasterly line of said Lot 1; thence North 49 degrees 43 minutes 46 seconds West along a northeasterly line of said Lot 1, a distance of 2.50 feet to a southeasterly line of said Lot 1; thence North 40 degrees 16 minutes 14 seconds East along a southeasterly line of said Lot 1, a distance of 24.78 feet; thence northerly 70.21 feet along a curve to the right having a radius of 48.00 feet, the chord of said curve bears North 0 degrees 50 minutes 31 seconds West, 64.12 feet; thence North 41 degrees 03 minutes 41 seconds East, a distance of 161.93 feet; thence North 49 degrees 43 minutes 46 seconds West, a distance of 45.08 feet; thence North 40 degrees 16 minutes 14 seconds East, a distance of 10.00 feet; thence South 49 degrees 43 minutes 46 seconds East, a distance of 45.21 feet; thence North 41 degrees 03 minutes 41 seconds East, a distance of 122.41 feet; thence North 41 degrees 12 minutes 18 seconds East, a distance of 263.76 feet; thence northeasterly 56.92 feet along a curve to the right having a radius of 104.00 feet, the chord of said curve bears North 56 degrees 53 minutes 06 seconds East, 56.22 feet; thence North 72 degrees 33 minutes 54 seconds East, a distance of 114.22 feet to an easterly line of said Lot 1, being also the said westerly right of way line of Chase Lane; thence northerly 26.31 feet along an easterly line of said Lot 1, being also the said westerly right of way line of Chase Lane, on a curve to the right having a radius of 440.00 feet, the chord of said curve bears North 8 degrees 38 minutes 58 seconds West, 26.31 feet to the point of beginning.

P.I.N.: 06-17-212-007;

Common Address: The area immediately North of and adjacent to
Bradley Lane, between Chase Lane and
Lilac Way, Lombard, Illinois 60148;

as depicted on Exhibit 1 attached hereto and made part hereof (the "Easement Area").

3. Grantor hereby agrees to and with the Grantee that the officers, agents, employees, successors, grantees, lessees and assigns of the Grantee 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 Parking Stall Improvement, and all facilities and activities incidental thereto. Grantee shall provide Grantor five (5) business days prior written notice or, if five (5) business days is not practicable, with as much advance notice as possible under the circumstances, in accordance with Section 17. below, of the commencement, anticipated duration and termination of any Easement Activities, as applicable, and shall, to the greatest extent practicable, conduct the Easement Activities so as not to unreasonably interfere with Grantor's use of Grantor's Property or the Easement Area.

4. The Easement shall be used and enjoyed solely by Grantee and its duly authorized officers, agents, contractors or employees to conduct the Easement Activities in accordance with this Grant of Easement. Grantee shall not assign its rights under this Grant of Easement in whole or in part or grant permission to traverse, enter upon or otherwise use the Easement Area to any other person or entity without the prior written consent of Grantor.

5. The Grantor reserves the right to make any use of the Easement Area, whether on, above or below its surface, for any lawful purpose, except that any

structure or use shall not unreasonably interfere with the Easement or the Easement Activities granted hereunder.

6. The Grantee, its officers, agents, employees, successors, grantees, lessees, contractors and assigns shall promptly, and as soon as practicable after engaging in any Easement Activities, restore to its former condition any portion of the Grantor Property which is disturbed or altered in any manner by such Easement Activities, at the Grantee's sole cost and expense.

7. All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the Easement Activities, and all other matters and things to be performed, furnished or used, or expenses to be paid, under the term of this Grant of Easement, are to be at the sole expense of the Grantee, and all such work shall be performed promptly and completed in each instance with diligence and as soon as reasonably practicable after commencement thereof. Grantee shall not cause or suffer or permit to be created any mechanics' or materialmen's liens or claims against the Grantor Property or the Easement Area. Grantee shall defend, indemnify and hold harmless Grantor from and against any such claims or liens.

8. No equipment or machinery shall be brought or permitted to come into or onto the Grantor Property except across the Easement Area, and subject to such reasonable restrictions as shall be determined by Grantor.

9. No explosives or flammable or hazardous materials of any kind shall be transported across, brought upon, or stored or deposited in the Grantor Property, or

used on the Easement Area, in such a manner as to cause contamination of the Grantor Property either on, above or below the surface of the ground.

10. The Easement Area and other portions of the Grantor Property shall at all times be kept free of accumulations of debris, waste and garbage caused by the Easement Activities.

11. Grantee shall obtain all necessary permits and approvals and shall otherwise comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the Easement Activities.

12. Grantee shall conduct the Easement Activities in the Grantor Property and Easement Area entirely at Grantee's own risk. To the fullest extent permitted by the laws of the State of Illinois, Grantee hereby forever waives, relinquishes and discharges and holds harmless Grantor, its park commissioners, officers, officials, employees, volunteers and agents from any and all claims of every nature whatsoever, which Grantee may have at any time against Grantor, its park commissioners, officers, officials, employees, volunteers and agents, including without limitation claims for personal injury or property damage sustained or incurred by Grantee or any person claiming by, through or under Grantee, relating directly or indirectly to this Grant of Easement, the Easement or the Easement Activities.

13. Grantee shall defend, indemnify and hold harmless Grantor, its park commissioners, officers, officials, employees, volunteers and agents (Grantor and such other persons being hereinafter collectively referred to as the "Grantor Indemnitees") against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' and

paralegal fees, suffered, incurred or sustained by any of the Grantor Indemnitees, including without limitation liabilities for the death of or injury to any person or the loss, destruction or theft of or damage to any property, relating directly or indirectly to, or arising directly or indirectly from the exercise by Grantee, or any other person acting on its behalf or with its authority or permission, of the rights and privileges granted Grantee under this Grant of Easement. Grantee shall similarly defend, indemnify and hold harmless the Grantor Indemnitees against and from any and all claims, losses, costs, damages and expenses, including without limitation reasonable attorneys' and paralegal fees, suffered, sustained or incurred by any of the Grantor Indemnitees as a result of Grantee's breach of any provision of this Grant of Easement or otherwise incurred by any of the Grantor Indemnitees in enforcing the terms of this Grant of Easement. Notwithstanding the foregoing, Grantee shall not be required to defend, indemnify or hold harmless the Grantor Indemnitees for the Grantor Indemnitees' intentional or negligent acts or omissions.

14. Grantee shall keep in full force and effect at all times while engaging in the Easement Activities general public liability insurance, Workers' Compensation insurance, and such other types of insurance in such amounts and with such companies or self-insurance pools as are reasonably acceptable to the Grantor, but, in any event, no less than the coverages and amounts carried by Grantee for its general activities. The minimum insurance coverage specified in this Section 14. may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Such insurance shall be evidenced by copies of the policies and/or certificates of insurance at the request of Grantor, and said

insurance shall not be modified, terminated, cancelled or not renewed without at least thirty (30) days advance written notice to the Grantor.

In addition to, and in furtherance and not in limitation of, Grantee's insurance obligations set forth above, and at no cost to Grantor, Grantee shall require any contractor(s) performing any of the Easement Activities contemplated by this Grant of Easement to obtain, and keep in full force and effect for so long as any claim relating to the Easement Activities legally may be asserted, comprehensive general liability and property damage insurance written to include the coverages and for not less than the minimum limits, or greater if required by law, as provided on Exhibit 2 attached hereto and incorporated herein by reference. Grantee shall similarly require any contractor(s) performing any of the Easement Activities contemplated by this Grant of Easement to defend, indemnify and hold harmless Grantor in accordance with and as more fully set forth in subsection F. of Exhibit 2 attached hereto and incorporated herein by reference.

15. Such temporary construction Easement as is herein granted shall run for a period of twelve (12) months from the date hereof, or until the Parking Stall Improvements are complete, whichever occurs first, and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the Grantor and Grantee, and their respective heirs, executors, successors, grantees, lessees and assigns, during said time period. Notwithstanding the foregoing, Grantee's obligations under Sections 7, 13 and 14 of this Grant of Easement shall survive termination or expiration of the Easement granted hereunder.

16. No waiver of any rights which Grantor has in the event of any default or breach by Grantee under this Grant of Easement shall be implied from failure by Grantor to take any action on account of such breach or default, and no express waiver by Grantor shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

17. Any and all notices, demands, consents and approvals required under this Grant of Easement shall be sent and deemed received:

- A. on the third business day after being mailed by certified or registered mail, postage prepaid, return receipt requested; or
- B. on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery; or
- C. by facsimile transmission on the day of transmission, with the sender retaining a copy of the confirmation of transmission; or
- D. by personal delivery;

if addressed to the Parties as follows:

To Grantor: LOMBARD PARK DISTRICT
227 West Parkside Avenue
Lombard, Illinois 60148
Attn: Executive Director
FAX: (630) 627-1286

With a copy to: Tressler, LLP
233 South Wacker Drive
22nd Floor
Chicago, Illinois 60606
Attn: Andrew S. Paine
FAX: (312) 627-1717

To Grantee: VILLAGE OF LOMBARD
255 East Wilson Avenue
Lombard, Illinois 60148
Attn: Village Manager
FAX: (630) 620-8222

With a copy to: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attn: Thomas P. Bayer/Jason A. Guisinger
FAX: (312) 984-6444

18. Nothing contained in this Grant of Easement is intended to be, nor shall operate as, a waiver by Grantor or Grantee of the rights, defenses and immunities afforded under the Local Governmental and Governmental Employees Tort Immunity Act.

19. This Agreement contains the entire agreement between the Parties with respect to the use of the Easement Area and the Grantor Property by Grantee in connection with the Easement Activities, and cannot be modified except by a writing, dated subsequent to the date hereof, and signed by both Parties.

20. Grantee shall maintain the Parking Stall Improvements, during the term of this temporary construction easement, in such a manner so as to ensure that the Parking Stall Improvements remain in good working order and repair at all times, and will further ensure that the Parking Stall Improvements comply at all times with applicable federal, state and local law, including the ordinances and regulations of the Village of Lombard. In the event that Grantor determines that Grantee is not in compliance with the terms of this Section 20, 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 Parking Stall Improvements into good working order and repair and to ensure compliance with all applicable federal, state and local laws, including the ordinances and regulations of the Village of Lombard (the "Remedial Measures"), and Grantee shall be responsible for all reasonable costs and expenses incurred by Grantor in connection with same, including reasonable attorneys' fees, plus an administrative fee equal to fifteen percent (15%) of the total costs and expenses so incurred by Grantor. If Grantor undertakes any Remedial Measures relative to the Parking Stall Improvements, Grantor shall take such action in full compliance with all applicable federal, state and local laws, including the ordinances and regulations of the Village of Lombard, and shall, in relation to such action, defend, indemnify and hold harmless Grantee, its elected officials, officers, employees, volunteers and agents (Grantee and such other persons being hereinafter collectively referred to as the "Grantee Indemnities") against and from any and all liabilities, claims, losses, costs, damages and expenses including without limitation reasonable attorneys' and paralegal fees, suffered, incurred or sustained by any of the Grantee Indemnities, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and arises out of or results from the performance of the Remedial Measures by Grantor, or any other person acting on its behalf or with its authority or

permission, pursuant to the authority granted by this Section 20 (collectively, the "Claims"). Notwithstanding the foregoing, Grantor shall not be required to defend, indemnify or hold harmless the Grantee Indemnitees for the Grantee Indemnitees' intentional or negligent acts or omissions. In addition, Grantor's indemnification obligations under this Section 20 are strictly and specifically limited to Claims arising out of or resulting from the performance of the Remedial Measures by Grantor, or any other person acting on its behalf or with its authority or permission, and shall not extend to or otherwise apply to any other acts or omissions of Grantor, or any other person acting on its behalf or with its authority or permission.

21. Termination of Easement Rights.

- A. The Easement may be terminated by Grantor upon written notice to Grantee in the event Grantee has breached any of the material terms or material conditions of this Agreement, subject to the right to cure as follows. Grantee shall have thirty (30) days after receipt of written notice specifying the nature of the breach to cure said breach. If the nature of the breach is such that it cannot be cured within said thirty (30) day period, Grantee shall be deemed to have cured same if within said thirty (30) day period it commences and diligently pursues such cure and thereafter completes same within such time as reasonable under the circumstances.
- B. In the event Grantee breaches and fails to cure said breach pursuant to Section 20 above, all rights and privileges granted to Grantee pursuant to this Grant of Easement may be terminated by Grantor in Grantor's sole discretion.
- C. In the event of termination pursuant to this Section 21, Grantee shall have a period of thirty (30) days from and after the effective date of termination to restore the land to its original condition at Grantee's sole cost and expense.
- D. The rights set forth in this Section 21 are in addition to, and not in lieu of, Grantor's right to enforce the terms of this Agreement and Grantor's right to pursue any and all other remedies available at law or inequity.

22. 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 Grantor has caused its name to be signed to these presents the day and year first above written.

Grantor: LOMBARD PARK DISTRICT

By: _____
Name: Gregory Ludwig
Title: President

ATTEST: _____
Name: Paul Friedrichs
Title: Secretary

Agreed to and accepted by the Village of Lombard, DuPage County, Illinois, this ____ day of _____, 20__.

By: _____
Keith Giagnorio, Village President

ATTEST: _____
Sharon Kuderna, Village Clerk

ACKNOWLEDGMENT

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 Keith Giagnorio and Sharon Kuderna, personally known to me to be the Village President and the Village Clerk, respectively, of the Village of Lombard (the "Village"), 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 such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of the Village to be affixed thereto, pursuant to authority given by the Board of Trustees of said Village, as their free and voluntary act, and as the free and voluntary act and deed of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 20__.

Notary Public

ACKNOWLEDGMENT

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 Gregory Ludwig and Paul Friedrichs, personally known to me to be the President and Secretary of the Lombard Park District, (the "Grantor"), and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that as such President and Secretary, they signed and delivered the said instrument, as their free and voluntary act, and the free and voluntary act of the Grantor, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 20__.

Notary Public

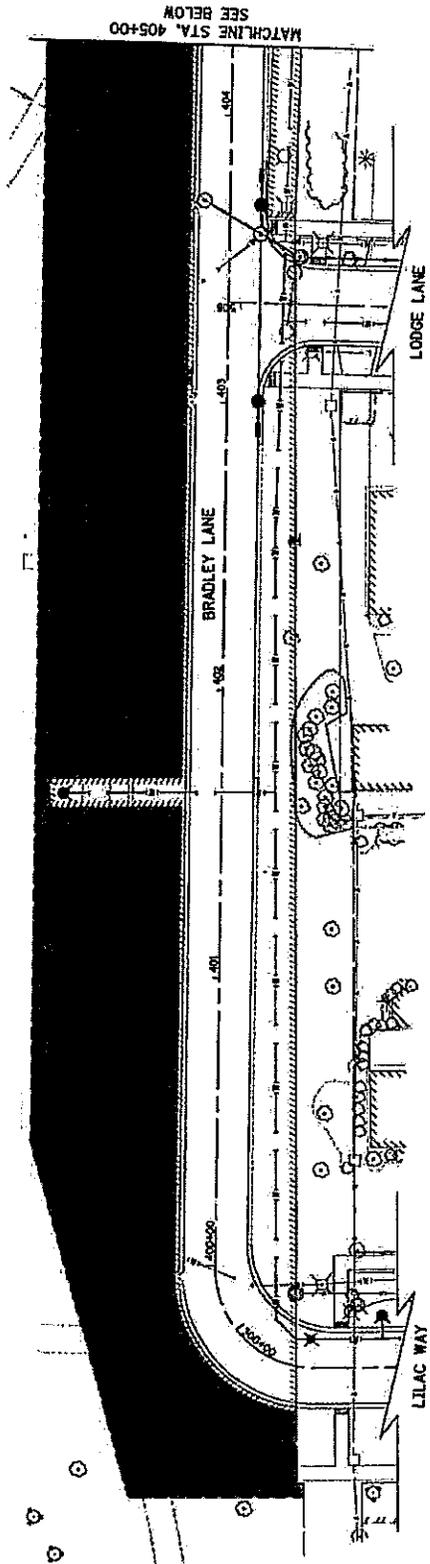
Exhibit 1

Depiction of Temporary Construction Easement

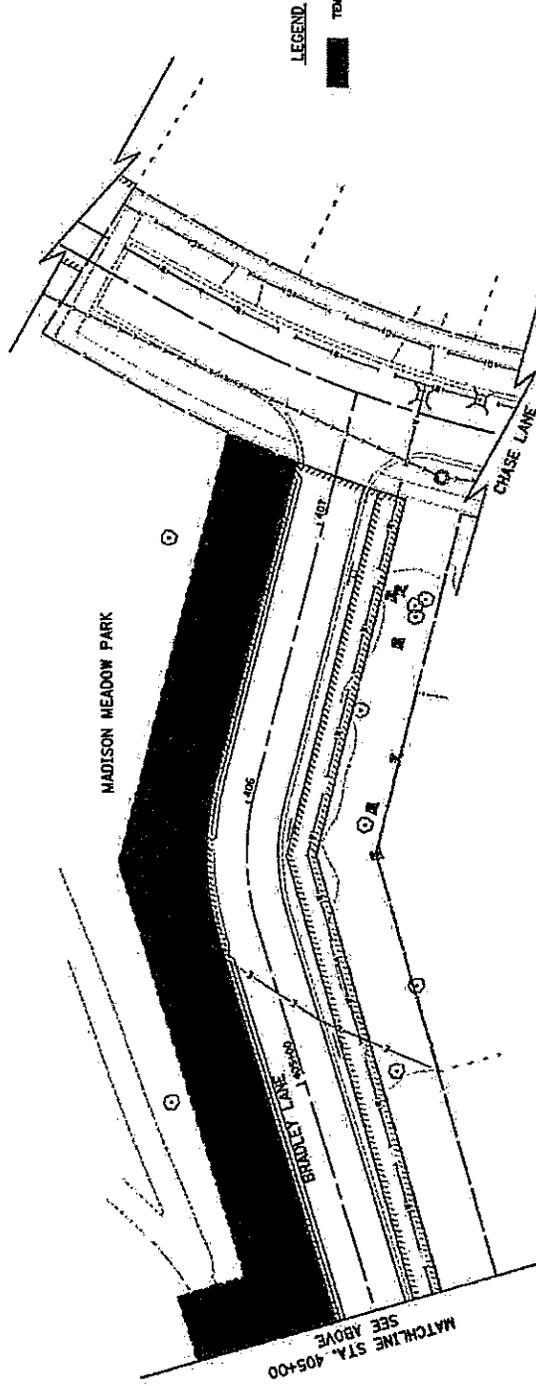
(attached)



MADISON MEADOW PARK



DATE	DESCRIPTION



DATE	DESCRIPTION

LEGEND
 ■ TEMPORARY EASEMENT

SCALE IN FEET
 1" = 40'

	DESIGNED - A.S. DRAWN - M.C. CHECKED - D.E. DATE - 07/17/2014	REVISIONS 1 2 3 4	VILLAGE OF LOWBAR CIRCLE AVENUE & LOWBAR MEADOWS - PHASE II EXHIBIT I	COUNTY OF DECATUR DEPARTMENT OF PUBLIC WORKS
	PROJECT LOCATION DRAWING NO. DATE	SCALE DATE	REVISIONS 1 2 3 4	PROJECT NO. DATE

Exhibit 2

**CONSTRUCTION INSURANCE REQUIREMENTS
FOR CONTRACTORS**

Every contractor performing any of the Easement Activities contemplated by this Grant of Easement, whether in whole or in part ("Contractor"), shall procure and maintain, for at least during the performance of said Easement Activities, insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Lombard Park District ("District") and its park commissioners, officers, officials, employees, volunteers and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by District shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If District and its park commissioners, officers, officials, employees, volunteers and agents has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against District and its park commissioners, officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this Grant of Easement at District's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to District whenever requested.

Contractor shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its park commissioners, officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District and its park commissioners, officers, officials, employees, volunteers and agents (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnitees against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Grant of Easement. Notwithstanding the foregoing, Contractor shall not be required to defend, indemnify, or hold harmless the Indemnitees for the Indemnitees intentional or negligent acts or omissions.