

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

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott Niehaus, Village Manager

DATE: March 24, 2014 (COW) (B of T) **Date:** April 3, 2014

TITLE: Lombard Meadows Phase I
Acquisition of a Permanent Water Main Easement at Madison Meadows Park

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *Dratnol*

BACKGROUND/POLICY IMPLICATIONS:

Public Works - Engineering requests the acquisition of a permanent watermain easement in Madison Meadows Park. The easement is necessary to properly install new segments of water main to connect the watermain from the Lombard Meadows Subdivision to Madison Street.

FISCAL IMPACT/FUNDING SOURCE:

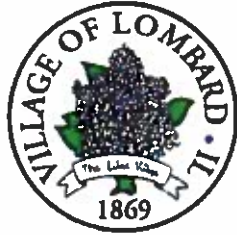
None.

Review (as necessary):

Village Attorney X	_____	Date	_____
Finance Director X	_____	Date	_____
Village Manager X	_____	Date	_____

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

Interoffice Memo



To: Scott Niehaus, Village Manager
Through: Carl Goldsmith, Director of Public Works *CK*
From: David A. Dratnol, P.E., Village Engineer *DM*
Date: March 24, 2014
Subject: Lombard Meadows Phase I
Permanent Water Main Easement

A section of watermain serving the Lombard Meadows Subdivision needs to be connected to a 12 inch diameter watermain at Madison Street to improve flow as part of the reconstruction of Lombard Meadows Phase I project.

Public Works-Engineering Staff contacted the Lombard Park District to explain the proposed project and the need for a permanent easement. The Park District concurred on the need for the project and the location of the new watermain. The Grant of Easement document is attached for execution.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on April 3, 2014. If approved, please return the 3 original signed documents to Public Works – Engineering so it may be given to the Park District for signature and recorded at DuPage County.

RESOLUTION
R _____

A RESOLUTION AUTHORIZING AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard prepared a document regarding the granting of a permanent grant of easement for the construction of a water main as attached hereto, marked Exhibit "A" and made part hereof (the "Agreement"); and

WHEREAS, the Corporate Authorities deem it to be in the best interests of the Village of Lombard to approve said 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 Agreement attached hereto as Exhibit "A" is hereby approved.

SECTION 2: That the Village President and the Deputy Village Clerk be and hereby are authorized and directed to execute the Agreement attached hereto as Exhibit "A", as well as any and all other documents necessary to carry out the provisions of said Agreement.

Adopted this 3rd day of April, 2014, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this 3rd day of April, 2014.

Keith Giagnorio
Village President

ATTEST:

Janet Downer
Deputy Village Clerk

EXHIBIT A

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 EASEMENT

THIS GRANT OF WATER MAIN EASEMENT ("Grant of Easement") is made this _____ day of _____, 2014, 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 a water main, and all facilities incidental thereto, on a portion of the Grantor Property (hereinafter referred to as the "Water Main Improvements"); and

WHEREAS, Grantor has agreed to grant the Grantee the necessary nonexclusive permanent easement relative to the Water Main 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, 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 EASEMENT NO. 1:

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 87.86 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 8 degrees 30 minutes 52 seconds East, 87.72 feet to the point of beginning; thence Southerly 10.01 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 14 degrees 53 minutes 13 seconds East, 10.01 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 59.70 feet; thence North 47 degrees 46 minutes 15 seconds West, a distance of 10.01 feet; thence North 40 degrees 16 minutes 35 seconds East, a distance of 59.70 feet; thence North 42 degrees 15 minutes 32 seconds East, a distance of 212.73 feet; thence North 72 degrees 19 minutes 13 seconds East, a distance of 131.01 feet to the point of beginning;

LEGAL DESCRIPTION OF WATER MAIN EASEMENT NO. 2:

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 651.49 feet to the point of beginning; thence continuing North 89 degrees 21 minutes 59 seconds West along a South line of said Lot 1, a distance of 36.12 feet; thence North 2 degrees 47 minutes 38 seconds West, a distance of 63.33 feet; thence North 87 degrees 12 minutes 22 seconds East, a distance of 8.71 feet; thence North 0 degrees 27 minutes 01 second West, a distance of 269.44 feet; thence South 89 degrees 36 minutes 58 seconds West, a distance of 15.00 feet; thence North 0 degrees 27 minutes 01 second West, a distance of 15.00 feet; thence North 89 degrees 36 minutes 58 seconds East, a distance of 15.00 feet; thence North 0 degrees 27 minutes 01 second West, a distance of 226.15 feet; thence South 89 degrees 04 minutes 53 seconds West, a distance of 20.50 feet; thence

North 0 degrees 55 minutes 07 seconds West, a distance of 58.99 feet to the North line of said Lot 1; thence North 87 degrees 42 minutes 09 seconds East along the North line of said Lot 1, a distance of 23.59 feet to an angle point on said North line; thence South 89 degrees 18 minutes 48 seconds East along the North line of said Lot 1, a distance of 6.42 feet; thence South 0 degrees 55 minutes 07 seconds East, a distance of 26.32 feet; thence North 89 degrees 32 minutes 59 seconds East, a distance of 20.77 feet; thence South 0 degrees 27 minutes 01 second East, a distance of 608.04 feet to the point of beginning;

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

Common Address: Between Madison Street and Chase Lane,
Approximately 655 feet West of Ahrens Avenue, Lombard, Illinois 60148;

as depicted on Exhibit A 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 water main, and all facilities and activities incidental thereto. Grantee shall provide Grantor five (5) days prior written notice or, if five (5) days is not practicable, with as much advance notice as possible under the circumstances, in accordance with Section 16. 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 called 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 B 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 B 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 water main, and all facilities incidental thereto, as referenced in Section 2 hereof (the "Water Main Improvements") in such a manner so as to ensure that the Water Main Improvements remain in good working order and repair at all times, and will further ensure that the Water Main 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 Water Main 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 Water Main 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 called 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 _____, 2014.

By: _____
Keith Giagnorio, Village President

ATTEST: _____
Janet Downer, Deputy 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 Janet Downer, personally known to me to be the Village President and the Deputy 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 Deputy 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 _____, 2014.

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 _____, 2014.

Notary Public

Exhibit A

Drawing of Water Main Easement

(attached)

That part of Lot 1 in Madison Meadow Pond at Crosswicks unloading to the pit barrel reported April 4, 2008 as segment number 12002-047367, in DuPage County, Illinois, contained as follows:

That part of Lot 1 in second tiered Part of Carleton Place unincorporated in the plat thereof recorded April 2, 1936 as document number 82365-847287, in DuPage County, Illinois, containing as follows:

The map shows a series of land tracts with various survey measurements and legal descriptions. Key areas include:

- EDWIN CHASE'S LILAC LODGE SUBDIVISION** (Surveyed July 10, 1929, on Document No. 197959)
- ROBERTSON'S WESTMORE** (Surveyed July 1, 1922, on Document No. 156281)
- DEL-AR, INC. RESUBDIVISION** (Surveyed December 17, 1927, on Document No. 927-47272)
- MADISON MEADOW PLAT OF CONSOLIDATION** (Surveyed April 6, 1928, on Document No. 92000-047267, LOT 1)
- LOMBARD MEADOWS** (Surveyed July 23, 1927, on Document No. 552108)
- WITKE'S PLAT OF CONSOLIDATION** (Surveyed October 2, 1921, on Document No. 923-127210)

The map includes various survey measurements, such as bearings and distances, and identifies several easements and proposed water lines. It also shows the location of Madison Street, Chase Lane, and Ardens Avenue. A north arrow and a scale bar (1" = 40') are provided for orientation and measurement.

Exhibit B

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 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.