

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL WORKSHOP
AUGUST 26, 2008 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Intergovernmental Agreements with the Downers Grove Park District for Stormwater Improvement Projects	✓ Resolution Ordinance Motion Discussion Only	David Fieldman Deputy Village Manager

SYNOPSIS

A resolution authorizing the Village Manager to execute three (3) Intergovernmental Agreements (IGA's) with the Downers Grove Park District has been prepared. The IGA's would permit the Village to construct detention basins in McCollum, Sterling North and Washington Parks as part of the Watershed Infrastructure Improvement Plan.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2007-2012 identified *Top Quality Village Infrastructure and Facilities*. A supporting objective of this goal is *Improve Neighborhood Infrastructure Curbs, Gutters, Streets, Sidewalks, Stormwater and Drainage System*.

FISCAL IMPACT

The IGA's require the Village to construct certain recreational improvements to be conveyed to the Park District. The estimated cost of the recreational improvements is \$2,250,000. These costs and the costs of constructing the detention basins and related stormwater infrastructure improvements will be included in the FY09 Budget. Proceeds from the General Obligation bonds for stormwater system improvements will be used to pay for the improvements.

RECOMMENDATION

Approval on the September 2, 2008 active agenda.

BACKGROUND

In 2007, the Village Council approved the Watershed Infrastructure Improvement Plan (WIIP). The WIIP studied the three major watersheds within the Village, identified the causes of flooding and drainage issues and recommended specific solutions in the form of infrastructure improvement projects to address the flooding and drainage issues. The recommended improvements were classified as High, Medium and Low priorities. Since many of the recommended projects call for the construction of detention basins within built-out neighborhoods with little open space, the implementation strategy calls for partnering with other local governments such as the Park District and School Districts to construct detention basins on publicly owned open spaces including schools and parks. The WIIP recommends the construction of detention basins in McCollum Park (SW-034), Washington Park (SW-042) and Sterling North Park (SW-033). All three projects are identified as High Priority.

Three separate IGA's have been prepared. They are similar in format and content and include the following key terms.

Village Obligations

- Design and construct stormwater infrastructure improvements at the Village's sole cost and expense.
 - McCollum Park – one surface, dry bottom detention basin

- Sterling North Park – one wet-bottom basin with sufficient depth to allow water-based recreational activities and to allow wintering over of fish.
- Washington Park – two surface, dry bottom basins.
- Design and construct recreational improvements at the Village’s sole cost and expense.
 - McCollum Park – a soccer field with a crown and perimeter drainage system, an irrigation system for the soccer field, relocation of an existing sand volleyball court and relocation of an existing basketball court. Estimated cost of \$200,000.
 - Sterling North Park – playground equipment, shelter, pedestrian bridge, walking paths and parking lot. Estimated cost of \$750,000.
 - Washington Park – two soccer fields with a crown and perimeter drainage system, a decorative fountain, reconstruction of an existing softball field, decorative retaining walls, pedestrian path and other similar improvements. Estimated cost of \$1,300,000.
- Submit the final engineering plans for review and approval to the Park District.
- Design and construct the stormwater and recreational improvements pursuant to a schedule included in the IGA’s
- Properly dispose of any environmentally contaminated or hazardous materials encountered during the construction process.
- Maintain the stormwater improvements pursuant to maintenance standards included in the IGA’s.

Park District Obligations

- Grant an easement to the Village for the construction and maintenance of the stormwater improvements.
- Review and approve the final engineering plans submitted by the Village.
- Accept the recreational improvements provided that they substantially conform to the approved plans and specifications.
- Cooperate with the Village with regard to any environmental remediation activities.

The Village hosted a neighborhood meeting on Monday, August 11, 2008, to allow nearby residents to review the concept plans, ask any questions and make any comments. Approximately 20 people attended the meeting. They raised concerns about safety, usability of soccer fields and softball fields within detention basins and disruption of the parks due to construction activities. Upon approval of the IGA’s, staff and the consulting engineers will proceed with the preparation of the final engineering plans. The final designs will attempt to address the concerns identified by the neighboring residents.

The Downers Grove Board of Park District Commissioners considered the IGA’s at their August 21, 2008 meeting. The Board voted unanimously to approve the IGA’s in concept and directed the Park District staff to make minor revisions to the IGA’s that would specifically state that the District has the option to purchase additional alternative items and have them constructed in conjunction with the projects. Other minor modifications were also requested. Village staff does not object to the proposed modifications. Revised IGA’s will be presented to the Council at the September 2, 2008 Council meeting. The Park District Board is expected to approve the revised IGA’s at their September 4, 2008 meeting.

ATTACHMENTS

Resolution

Intergovernmental Agreements

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE
OF DOWNERS GROVE AND THE DOWNERS GROVE PARK DISTRICT
FOR THE CONSTRUCTION OF STORMWATER IMPROVEMENTS AT
WASHINGTON PARK**

THIS INTERGOVERNMENTAL AGREEMENT entered into this _____ day of _____, 2008, by and between the VILLAGE OF DOWNERS GROVE, ILLINOIS, an Illinois municipal corporation, with offices at 801 Burlington Avenue, Downers Grove, Illinois (hereinafter referred to as "VILLAGE"), and the DOWNERS GROVE PARK DISTRICT with offices at 2455 Warrenville Road, Downers Grove, Illinois (hereinafter referred to as "DISTRICT"), concerning the construction of certain stormwater and recreational improvements, more fully described herein, at Washington Park (hereinafter referred to as the "PARK"), all located within the VILLAGE.

WITNESSETH

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that units of local government may contract with one another to perform any activity authorized by law; and

WHEREAS, the DISTRICT owns, maintains and operates the PARK located at the common address 835 Prairie Avenue, Downers Grove, Illinois and legally described as follows

THE NORTH FIFTY (50) FEET OF LOT ONE (1) IN NARAMORE'S SUBDIVISION OF LOT THREE (3), IN BLOCK THREE (3), OF RICHMOND AND WHITNEY'S ADDITION TO THE TOWN OF DOWNERS GROVE, BEING A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF SECTION EIGHT (8), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOTS TWO (2) AND FOUR (4) IN BLOCK THREE (3) IN RICHMOND AND WHITNEY'S ADDITION TO THE TOWN OF DOWNERS GROVE, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION FIVE (5) AND THE NORTHWEST QUARTER OF SECTION EIGHT (8) IN TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

WHEREAS, the VILLAGE desires to construct certain stormwater improvements which are more fully described herein, in the PARK; and

WHEREAS, the DISTRICT desires to have constructed within the PARK certain recreational improvements, as more fully described herein; and

WHEREAS, the VILLAGE agrees to fund, and the DISTRICT agrees to allow the VILLAGE to construct said stormwater improvements and recreational improvements in accordance with this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein set forth, the parties hereto agree as follows:

1. **Incorporation.** The provisions set forth in the preamble are incorporated into and made a part of this Agreement.

2. **Public Improvements To Be Constructed by the VILLAGE** The VILLAGE shall fund, design and construct the following Stormwater Improvements and Recreational Improvements (collectively referred to herein as the "Public Improvements") with a total estimated cost for the Recreational Improvements of \$1,300,000.00 at the PARK as depicted on the Washington Park Draft Master Plan attached hereto and herein incorporated as Exhibit A:

a. Stormwater Improvements:

- two interconnected surface dry-bottom detention facilities with sufficient capacity to accommodate future improvements made by the DISTRICT. Sufficient capacity for purposes of this Agreement shall mean capacity for future improvements which shall not exceed .10 acre feet.

b. Recreational Improvements:

- All Recreational Improvements as depicted on Exhibit A and included on the cost estimate attached hereto as Exhibit A (1).

3. Easements to be Granted to the VILLAGE. The DISTRICT hereby grants the VILLAGE easement rights to the PARK in the form attached hereto as Exhibit B. The DISTRICT will forward the signed documents to the VILLAGE, and the VILLAGE will record the documents at its expense.

4. Review of VILLAGE Plans and Specifications. The VILLAGE agrees that it shall provide the DISTRICT with the ability to review and approve the plans and specifications for the construction of the Public Improvements provided for in Section 2 of this Agreement and the VILLAGE shall conduct at least one public informational meeting regarding such plans. The DISTRICT agrees it will review such plans and specifications within 30 days of its receipt of same. If the DISTRICT fails to review such plans and specifications within this 30 day time frame and advise the VILLAGE regarding its acceptance or rejection of such plans and specifications, including shop drawings, such plans and specifications shall be deemed approved by the DISTRICT. Approval of such plans and specifications shall not be unreasonably withheld. Once approved, the final plans and specifications shall be substituted for (and shall be identified as "Final Exhibit A") and shall replace as part of this Agreement the concept plan attached hereto and herein incorporated as Exhibit A.

5. VILLAGE Schedule of Construction. Notwithstanding any unforeseen circumstances, the VILLAGE shall adhere to the best of its ability to the construction schedule attached hereto and

herein incorporated as Exhibit C. If deviation or revision of this schedule is necessary, the VILLAGE shall advise the DISTRICT of the same and the VILLAGE and the DISTRICT shall jointly accommodate any issues that may arise as a result of the deviation or revision in the schedule. Construction of the Public Improvements shall not commence until the DISTRICT is satisfied that the Village has provided sufficient assurance and security to reasonably guarantee the design, construction and completion of all public improvements according to the construction schedule. For illustration purposes only, sufficient security may include performance bonds posted by contractors, irrevocable letters of credit which can be drawn upon by both the Village and, if necessary, the DISTRICT, or any other legally permissible assurance or security agreed to by the Parties. Further, all contractors performing work on the Public Improvements shall warrant their work and such warranties shall extend to both the VILLAGE and the DISTRICT.

The DISTRICT shall designate a representative for the public improvements project. The DISTRICT representative shall be invited and permitted to attend and participate in all design, pre-construction and construction progress meetings and shall be permitted to observe the construction work in progress during normal business hours. The DISTRICT shall be copied on all project-related correspondence.

6. Demolition of Facilities Necessitated by the Approved Plans. If it is necessary to demolish any DISTRICT facilities in order to fully implement the approved plans, the VILLAGE shall be responsible for the cost of such demolition/site preparation. It is agreed that the DISTRICT will be given reasonable notice which shall not be less than five (5) business days in advance of such action by the VILLAGE in the event the DISTRICT desires to salvage any fixtures from the site.

7. **Environmental Remediation of DISTRICT Property.** It is agreed by both parties that if during the construction of the Public Improvements, or at any time prior to such construction, the VILLAGE discovers environmental contamination or hazardous materials on the PARK, the VILLAGE shall handle and dispose of such materials pursuant to State law and at its own expense. The DISTRICT, as owner of the PARK, shall fully cooperate with the VILLAGE with regard to any environmental remediation . This includes, but is not limited to, execution of any documents regarding environmental remediation at the PARK.

8. **Access to PARK** The VILLAGE shall be permitted reasonable access to the PARK for the purpose of designing, constructing and maintaining the Public Improvements set forth in Section 2. Upon providing reasonable written notice, not less than five (5) business days, and receiving written permission from the DISTRICT, the VILLAGE shall also be permitted, upon the same notice and provision terms, to access the PARK for the purpose of performing soil borings and other due diligence testing as may reasonably be required by the VILLAGE. It shall be the responsibility of the VILLAGE to repair any damage to the PARK resulting from such activity. Any such damage shall be repaired within 30 days or within a longer time frame as mutually agreed to by both the VILLAGE and the DISTRICT and shall be performed to the unilateral satisfaction and approval of the DISTRICT, such approval not being unreasonably withheld.

9. **VILLAGE to Maintain/Repair Stormwater Improvements.** The VILLAGE shall maintain the stormwater improvements constructed pursuant to Section 2. Maintenance shall be as set forth in the Dry Detention Pond Performance Standards attached hereto and herein incorporated as Exhibit D. Except for emergency situations, the VILLAGE shall provide no less

than thirty (30) days advance written notice to the DISTRICT before beginning any work or maintenance on the basins. In the event of an emergency, if prior notice is not possible, the VILLAGE shall provide notice at the earliest reasonable opportunity. It is agreed that maintenance shall not include routine landscaping and lawn mowing. Any damage to the stormwater facilities shall be reported to the VILLAGE by the DISTRICT within a reasonable period of time after it is discovered by the DISTRICT after which the VILLAGE shall be provided a reasonable period of time to repair such.

10. DISTRICT to Maintain/Repair Recreational Improvements. The VILLAGE shall notify the DISTRICT in writing upon completion of the Recreational Improvements constructed pursuant to Section 2. Completion shall include providing the DISTRICT with all "as built" drawings, specifications, project manuals, shop drawings and operation manuals. The DISTRICT shall inspect the Recreational Improvements within thirty (30) days after the date of notification of completion by the VILLAGE and shall notify the VILLAGE in writing of any defects or deficiencies. If the Recreational Improvements are determined to be acceptable at that time, the DISTRICT shall immediately accept all Recreational Improvements through the execution of a letter of acceptance, in a form acceptable to both Parties. If defects or deficiencies are discovered, The VILLAGE shall, within sixty (60) days of being notified of any such defect or deficiency, address or remedy such defects or deficiencies to the satisfaction of the DISTRICT and as detailed in the final plans and specifications attached hereto as Final Exhibit A. Once such defects or deficiencies are remedied or addressed and approved by the DISTRICT, the VILLAGE shall send a final notification of completion to the DISTRICT and the DISTRICT shall immediately accept all Recreational Improvements through the execution of a letter of acceptance, in a form acceptable to both Parties. The VILLAGE agrees to transfer, in writing, all

warranties offered on all equipment and personal property installed as part of the Public Improvements and transferred to the DISTRICT herein.

Once such letter of acceptance has been executed by the DISTRICT, the DISTRICT shall own the Recreational Improvements and it shall be the responsibility of the DISTRICT to maintain and repair such Improvements.

11. Indemnity and Hold Harmless. The DISTRICT agrees that the VILLAGE shall not be liable for any injury or loss occurring by the public's use (or misuse) of the Public Improvements constructed by the VILLAGE and the DISTRICT agrees to indemnify and hold harmless the VILLAGE against any loss, damage, claim, demand, or lawsuit incurred as a result of any injury or loss occurring by the use of the Public Improvements constructed pursuant to this Agreement, except to the extent such loss, damage, claim, demand or lawsuit arises out of the direct or indirect conduct, act or omission of the VILLAGE. THE VILLAGE agrees that the DISTRICT shall not be liable for any injury or loss occurring by the Public's use (or misuse) of the Public Improvements constructed by the VILLAGE and the VILLAGE agrees to indemnify and hold harmless the DISTRICT against any loss, damage, claim, demand, or lawsuit incurred as a result of any injury or loss occurring by the use of Public Improvements constructed pursuant to this Agreement, except to the extent such loss, damage, claim, demand or lawsuit arises out of the direct or indirect conduct, act or omission of the DISTRICT.

12. Subsequent Modifications to Area: If at any time after construction of any of the Public Improvements the DISTRICT desires to make modifications to existing facilities or install

additional facilities on DISTRICT property for which the VILLAGE has been granted an easement under this Agreement, the DISTRICT shall provide the VILLAGE prior notice of such modification prior to any work being conducted. Similarly, if at any time after construction of any of the Public Improvements, the VILLAGE desires to make modifications to existing facilities or install additional facilities in the same area of the easement, notice shall be provided to the DISTRICT prior to any work being conducted. It is agreed by both Parties that neither the VILLAGE or the DISTRICT will construct or modify any improvements in a manner that will interfere with the operation or maintenance of the Public Improvements.

13. Insurance. At all times while this Agreement remains in effect, each party shall procure adequate insurance and or self-insurance to protect itself, its officers, employees and agents from any liability for bodily injury, death, and property damage in connection with the improvements covered by this Agreement.

14. Notices. Any statement or writing to be presented to a party hereunder shall be so presented by personal delivery or by deposit in the United States mail, with postage properly prepaid, and properly addressed to the offices of the other party, as listed above, and shall be deemed presented on date of mailing.

15. **Invalidity.** If any section, paragraph, clause or provision of this Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

16. **Termination.** The VILLAGE may in its sole discretion and prior to the construction of any Public Improvements declare this Agreement null and void by sending the appropriate notice hereunder. The DISTRICT may in its sole discretion, and prior to the VILLAGE incurring the costs for design of the Recreational Improvements, declare this Agreement null and void by sending the appropriate notice hereunder. The VILLAGE shall provide the DISTRICT written notification ten (10) days prior to the commencement of any design work on the Recreational Improvements. Furthermore, if the VILLAGE does not enter into an agreement for the construction of the Public Improvements within one year from the execution date of this Agreement the DISTRICT may declare this Agreement null and void by sending the appropriate notice hereunder or alternatively the Parties may agree to renegotiate the terms of this Agreement.

17. **Entire Agreement.** This Agreement represents the entire agreement between the parties. This Agreement shall inure to the benefit of all successors and assigns of the parties hereto. Any amendments hereto shall be made in writing and be signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized officers as of the day and year first above written.

DOWNERS GROVE PARK DISTRICT

President

ATTEST:

Clerk

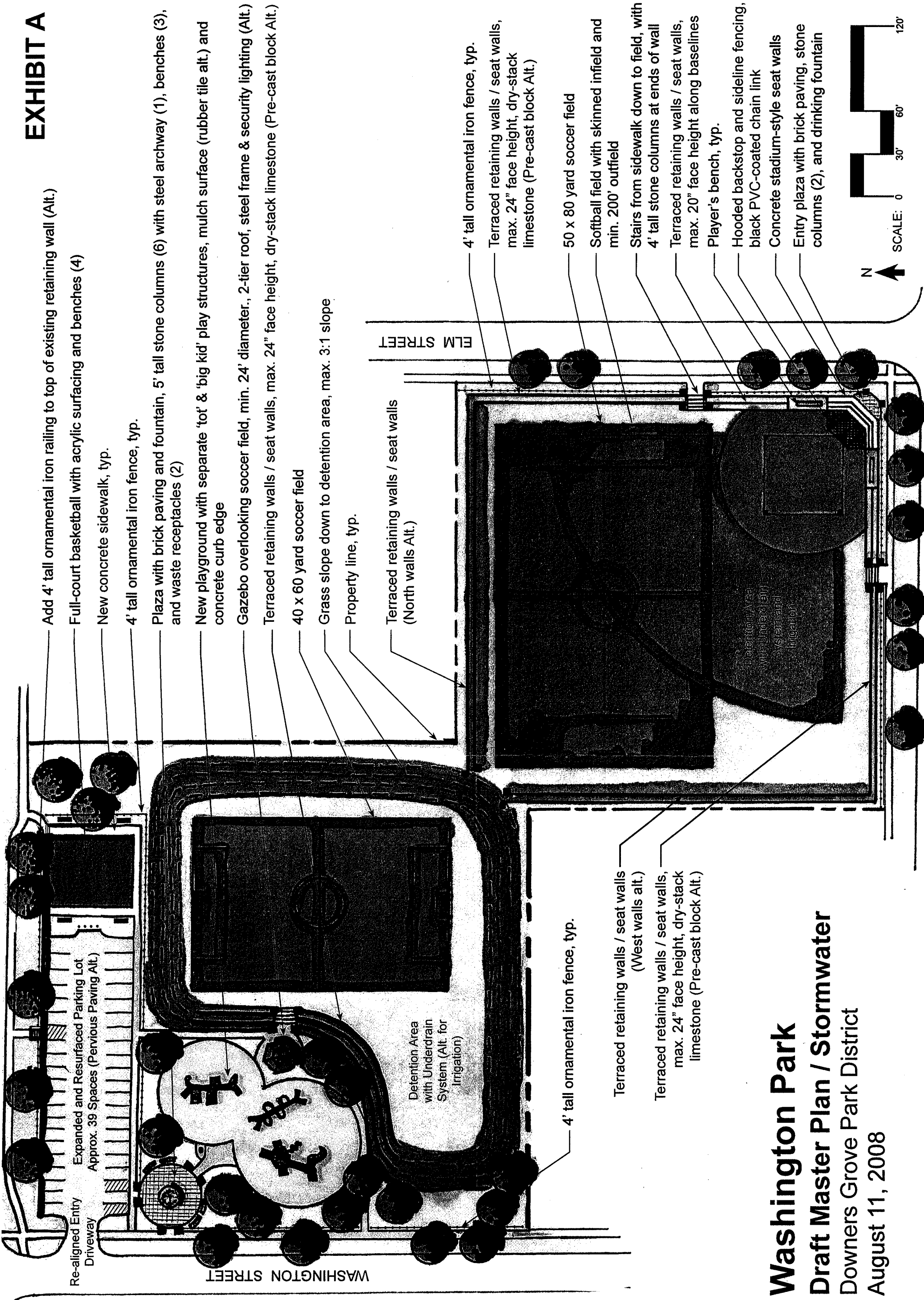
VILLAGE OF DOWNERS GROVE

Mayor

ATTEST:

Village Clerk

EXHIBIT A



- Add 4' tall ornamental iron railing to top of existing retaining wall (Alt.)
- Full-court basketball with acrylic surfacing and benches (4)
- New concrete sidewalk, typ.
- 4' tall ornamental iron fence, typ.
- Plaza with brick paving and fountain, 5' tall stone columns (6) with steel archway (1), benches (3), and waste receptacles (2)
- New playground with separate 'tot' & 'big kid' play structures, mulch surface (rubber tile alt.) and concrete curb edge
- Gazebo overlooking soccer field, min. 24' diameter., 2-tier roof, steel frame & security lighting (Alt.)
- Terraced retaining walls / seat walls, max. 24" face height, dry-stack limestone (Pre-cast block Alt.)
- 40 x 60 yard soccer field
- Grass slope down to detention area, max. 3:1 slope
- Property line, typ.
- Terraced retaining walls / seat walls (North walls Alt.)

- 4' tall ornamental iron fence, typ.
- Terraced retaining walls / seat walls, max. 24" face height, dry-stack limestone (Pre-cast block Alt.)
- 50 x 80 yard soccer field
- Softball field with skinned infield and min. 200' outfield
- Stairs from sidewalk down to field, with 4' tall stone columns at ends of wall
- Terraced retaining walls / seat walls, max. 20" face height along baselines
- Player's bench, typ.
- Hooded backstop and sideline fencing, black PVC-coated chain link
- Concrete stadium-style seat walls
- Entry plaza with brick paving, stone columns (2), and drinking fountain

Washington Park
Draft Master Plan / Stormwater
 Downers Grove Park District
 August 11, 2008



SCALE: 0 30' 60' 120'

Washington Park - EXHIBIT A1

Cost Estimate for Exhibit A: Draft Master Plan / Stormwater

PROJECT ELEMENTS	Qty.	Unit.	Unit Price	Total
Erosion Control and Site Protection				
North & South - Village Scope	0	lf	\$3.50	\$0.00
Earthwork Cut and Fill				
North Detention - Village Scope	0	cy	\$35.00	\$0.00
South Detention - Village Scope	0	cy	\$35.00	\$0.00
Pre-Cast Block Unit Retaining Wall - North	2,400	ff	\$45.00	\$108,000.00
Pre-Cast Block Unit Retaining Wall - South	5,610	ff	\$45.00	\$252,450.00
Concrete Spectator Seating - South	1	ls	\$27,500.00	\$27,500.00
Removals and Demolition				
Parking Lot Asphalt removal & disposal	1	ls	\$20,000.00	\$20,000.00
Existing Trees - Village Scope	0	ls	\$16,500.00	\$0.00
General Clearing - Village Scope	0	ls	\$10,000.00	\$0.00
Utilities				
Water service for Fountain & Drinking Fountain	1	ls	\$18,700.00	\$18,700.00
Electric service improvements (fountain, irrigatic	1	ls	\$16,500.00	\$16,500.00
Security Light (ornamental)	1	ls	\$2,750.00	\$2,750.00
Stormwater Collection - Village Scope				\$0.00
Pavement				
Parking Lot				
Asphalt Paving	1,350	sy	\$36.00	\$48,600.00
Perimeter Curb	400	lf	\$27.50	\$11,000.00
Parking Lot Stripping and HC Sign	1	ls	\$1,000.00	\$1,000.00
Circulation				
North Sidewalks - Concrete	3,275	sf	\$8.50	\$27,837.50
Special Features & Site Furnishings				
Playground Shelter	1	ea	\$52,800.00	\$52,800.00
Shelter Pad	1	ls	\$8,250.00	\$8,250.00
Playground				
Play Equipment	1	ls	\$100,515.00	\$100,515.00
Safety Surface	11,000	sf	\$4.00	\$44,000.00
Benches	4	ea	\$1,485.00	\$5,940.00
Fountain & Plaza				
Fountain Feature & Recirculation System	1	ls	\$130,000.00	\$130,000.00
Plaza Paving	1	ls	\$42,450.00	\$42,450.00
Plaza Seating	1	ls	\$13,200.00	\$13,200.00
Ballfield Construction				
Backstop & Sideline Fencing	1	ls	\$22,000.00	\$22,000.00
Players Benches	2	ls	\$1,800.00	\$3,600.00
Underdrain System	1	ls	\$21,600.00	\$21,600.00
Infield Mix	1	ls	\$19,965.00	\$19,965.00
Soil Amendment for sportsfields	1	ls	\$20,000.00	\$20,000.00
Irrigation System (baseball & south soccer)	1	ls	\$25,300.00	\$25,300.00

Washington Park - EXHIBIT A1

Cost Estimate for Exhibit A: Draft Master Plan / Stormwater

PROJECT ELEMENTS	Qty.	Unit.	Unit Unit Price	Total
Full Court Basketball Court				
Asphalt Surface	466	sy	\$36.00	\$16,776.00
Color Coating	466	sy	\$8.80	\$4,100.80
Post, Backboard & Goal	2	ls	\$2,500.00	\$5,000.00
Soccer Goals	4	ea	\$1,650.00	\$6,600.00
Drinking Fountain (Playground & Ballfield)	2	ea	\$5,500.00	\$11,000.00
Trash Receptacles	5	ea	\$1,300.00	\$6,500.00
Bike Rack	2	ea	\$500.00	\$1,000.00
Ornamental Iron Fence & Railings				
Fencing along roadway & parking - North	500	lf	\$88.00	\$44,000.00
Fencing along roadway & walls - South	530	lf	\$88.00	\$46,640.00
Site Landscaping				
Turf Restoration				
North (Seed) - Village Scope	0	sy	\$1.20	\$0.00
South (Sod) - Village Scope	0	sy	\$7.35	\$0.00
Tree, Shrub & Flower Allowance	1	alw.	\$30,000.00	\$30,000.00
Park Signage	1	ls	\$5,000.00	\$5,000.00
Project Sub Total				\$1,220,574.30
Contingency				5%
				\$61,028.72
Total Base Bid				\$1,281,603.02
Project Alternates				
Alternate #1: Additional Cost to upgrade retaining wall to dry-stack limestone				\$124,155.00
Alternate #2: Additional Cost to upgrade parking lot paving to Permeable Paving				\$136,200.00
Alternate #3: Additional Cost to install Iron Railing at top of existing retaining wall				\$14,000.00
Subtotal Alternates				\$274,355.00
Base Bid Plus Alternates				\$1,555,958.02

Exhibit C Development Schedule

Task	Target Completion Date
Prepare Final Engineering Plans	December 31, 2008
Award a Construction Contract	March 31, 2009
Commence Construction	April 30, 2009
Complete Construction	December 31, 2009

Memo

To: Todd Reese, Director of Parks

From: Roger Lockwood

Date: July 29, 2008

Revised: August 11, 2008

**Downers Grove Park District – Village Stormwater Improvements
Performance Criteria – Dry Basins with Turf Areas**

Dry Detention Pond with Turf Play Areas - Design Guidelines

1. Frequency and Duration of Wetting
 - a. To promote the recreational use within the dry bottom detention basin the frequency of when stormwater from other areas enters the basin and wets the turf playing areas is to be minimized. The hydraulic design must not produce inflow from other areas for a 1" minimum rainfall depth or less for the critical duration storm. (Note: 1" is a heavy rain but several 1" rainfall events occur each year. This minimum is suggested, however, the frequency of wetting should be minimized and it is a function of many factors. Drainage area, flood control goals, topography, cost.)
 - b. The basin must be designed to have all turf playing areas free from standing water within 72 hours from the start of 100-year frequency, 24-hour duration rainfall event.
2. Basin Grading Considerations
 - a. 4:1 maximum side slopes.
 - b. 0.75% minimum grade on turf playing surfaces with 75' or less slope distance and 1.5% minimum grade for distances beyond 75' and in all areas of concentrated flow (vegetated ditches and swales).
 - c. Storm sewer drainage system surface inlets spaced to limit concentrated surface flow length to a 150' maximum.
3. Storm Sewer Drainage System
 - a. The basin storm sewer drainage system designed for a minimum 5-year critical duration capacity and a 3 ft/s minimum full flow velocity.
 - b. All concentrated flow locations shall have a drain tile pipe system in addition to or in combination with the storm sewer system.
 - c. Inflow and outflow structures to the basin shall be stable against erosion and damage for all flow conditions up to the 100-year critical duration event. All structures larger than 12 inches in diameter shall have grates.
4. Landscape Treatment
 - a. Turf playing areas shall have a draitile, amended soil, and seeding system for improved drainage.

- b. Landscaping of other disturbed District properties shall have 6" minimum topsoil with planting and seeding to be approved by the District.

Dry Detention Pond with Turf Play Areas - Performance Standards

The Village will observe the basin annually in June and after all 1" rainfall events. The observation shall include:

1. Basin water levels, high water level and duration of standing water on turf playing areas. Inflow to the basin from other areas must not occur for a 1" or less rainfall event. The duration of standing water on turf playing areas must be 72 hours or less for all storms that do not exceed the 100-year frequency, 24-hour duration rainfall event
2. Instances of erosion, standing water of sufficient duration to prevent growth of a dense turf cover, or slope sloughing.
3. Water control structures for debris accumulation, erosion, displacement, or damage. Debris affecting the basin drainage shall be removed immediately.

The Village shall record the observations and provide them to the District. If corrective measures are necessary the Village shall develop a plan with time frame for completion, obtain District concurrence, and implement the plan. All disturbed park areas shall be restored to pre-corrective measure conditions by the Village.

**This instrument
prepared by and
after recording return to:**

Robert K. Bush
Ancel, Glink, Diamond, Bush,
DiCianni & Krafftfer, P.C.
140 South Dearborn Street, 6th Floor
Chicago, IL 60603

STORMWATER EASEMENT AGREEMENT

THIS AGREEMENT, dated as of this ____ day of _____, 2008, by and between the **VILLAGE OF DOWNERS GROVE**, an Illinois municipal corporation, with offices at 801 Burlington Avenue, Downers Grove, Illinois ("**Municipality**") and the **DOWNERS GROVE PARK DISTRICT**, an Illinois municipal corporation, with offices at 2455 Warrenville Road, Downers Grove, Illinois ("**Owner**");

RECITALS:

A. Owner is the legal owner of record of real property commonly known as Washington Park, located at the common address of 835 Prairie Avenue in the Village of Downers Grove, County of DuPage, and State of Illinois, which real property is legally described in Exhibit A to this Easement Agreement ("**Property**"); and

B. The Municipality desires to locate storm water and recreation improvements, set forth on Exhibit B and specifically entailing two interconnected surface dry-bottom detention facilities and certain recreational improvements ("**Improvements**"), in, upon, over, under, through, along, and across a portion of the Property, in the location described in Exhibit B, and as legally described in Exhibit C (referred to as "**Easement Premises**"); and

C. The parties desire to formalize in a written easement agreement the rights and responsibilities of both parties regarding the Easement Premises; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth in this Agreement and the terms and conditions set forth in the related Intergovernmental Agreement between the parties on this easement and other good and valuable consideration paid by the Municipality to Owner, the parties mutually agree as follows:

Section 1: Grant of Easement. Owner hereby grants, conveys, warrants, and dedicates to the Municipality, its successors and assigns, a perpetual easement and right of way to survey, construct, reconstruct, lay, use, own, operate, maintain, test, inspect, repair, replace, renew, alter, remove, or abandon in place (these activities are collectively referred to as "**Installation**") the Improvements, described on Exhibit B, of a size, material, and number, and with all attachments, equipment, and appurtenances as the Municipality deems necessary or desirable for its needs (the equipment and appurtenances are collectively be referred to as the "**Facilities**"),

subject to the terms and conditions set forth in this Agreement, in, upon, over, under, through, along, and across the Easement Premises, together with all reasonable rights of ingress and egress over, along, upon, and across the Easement Premises and any adjoining lands of Owner necessary for the exercise of the rights herein granted.

Section 2: Grant of Temporary Construction Easement. Owner hereby further grants, conveys, warrants, and dedicates to the Municipality a temporary construction easement for the Installation of the Facilities over, along, upon, and across the real property legally described in Exhibit D attached hereto and by this reference incorporated herein and made a part hereof ("**Temporary Easement Premises**"). The Temporary Easement Premises shall be used by the Municipality only during periods of actual Installation activities and for any necessary restoration of the Easement Premises.

Section 3: Installation. The Municipality agrees that the Installation of the Facilities will be done and completed in a good and workmanlike manner, all at the sole expense of the Municipality.

Section 4: Restoration. Upon completion of any Installation activity by the Municipality, its authorized agents, servants, employees, or contractors, the Municipality agrees to (a) replace and grade all topsoil removed by the Municipality; (b) restore all fences, roads, plantings, landscaping, and improvements as nearly as practicable to the condition immediately preceding the Installation if damaged or removed by the Municipality as a direct result of the Installation; (c) replace any and all sod removed by the Municipality with sod of like quality; and (d) replace any and all natural grass removed by the Municipality by seeding with a good quality seed.

Section 5: Hold Harmless. The Municipality agrees to save and hold Owner harmless from all claims, causes of action, suits, damages, or demands that arise directly from the negligence of the Municipality or its authorized agents, servants, employees, or contractors in the Installation of the Facilities on the Easement Premises and/or Temporary Easement Premises.

Section 6: Reservation of Rights. Owner reserves the right to use the Easement Premises, Temporary Easement Premises, and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Municipality of the rights granted in this Agreement; provided, however, that Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises and Temporary Easement Premises, nor permit the Easement Premises and Temporary Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Municipality.

Section 7: Further Assurances. Owner hereby represents and warrants that it will take all necessary action so that the easements contemplated by this Agreement are released from all liens, including but not limited to, the lien of all mortgages, mechanics' lien claims, security agreements, assignments of rents and leases, and will execute all documents that are reasonably necessary to perfect the Municipality's right, title, and interest in the Easement Premises and Temporary Easement Premises.

Section 8: Covenants Running with the Land. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, will be recorded against the Easement Premises, and will be binding upon and inure to the benefit of Owner and the Municipality and their respective heirs, executors,

administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, Temporary Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then those easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

Section 9: Notices. All notices and other communications in connection with this Agreement must be in writing and will be deemed delivered to the addressee (a) when delivered in person and receipted for on a business day at the address set forth below; (b) on the fifth business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below; (c) when delivered to the address listed below by any courier service; (d) on the date of transmission, if transmitted by facsimile at the facsimile number listed below and deposited in the U.S. mail on the same day for delivery to the address listed below:

To Owner:

Downers Grove Park District
Attn: Administrator
2455 Warrenville Road
Downers Grove, IL 60515

To the Municipality:

Village of Downers Grove
Attn: Village Manager
801 Burlington Avenue
Downers Grove, IL 60515

with a copy to:

Ancel, Glink, Diamond, Bush DiCianni & Krafthefer, P.C.
140 South Dearborn Street, 6th Floor
Chicago, IL 60603
Attention: Robert K. Bush
Fax: 312-782-0943

Section 10: Assignment of Rights. Owner agrees that the Municipality may assign its rights or delegate its duties under this Agreement, in whole or in part, without the consent of Owner.

Section 11: Amendment. This Agreement may be modified, amended, or annulled only by the written agreement of Owner and the Municipality.

Section 12: Survival. All representations and warranties contained in this Agreement will survive the execution of this Agreement and its recordation and will not be merged.

IN WITNESS WHEREOF, the parties have executed or have caused this Agreement to be executed by their proper officers duly authorized to execute this Agreement.

ATTEST:

VILLAGE OF DOWNERS GROVE

By: _____

Its _____

ATTEST:

DOWNERS GROVE PARK DISTRICT

Its _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the Mayor of the Municipality, and _____, personally known to me to be the Clerk of the Municipality, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the Mayor and Clerk of the Municipality, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Municipality for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2008.

Notary Public

My commission expires: _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the persons who executed this agreement, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2008.

Notary Public

My Commission Expires: _____

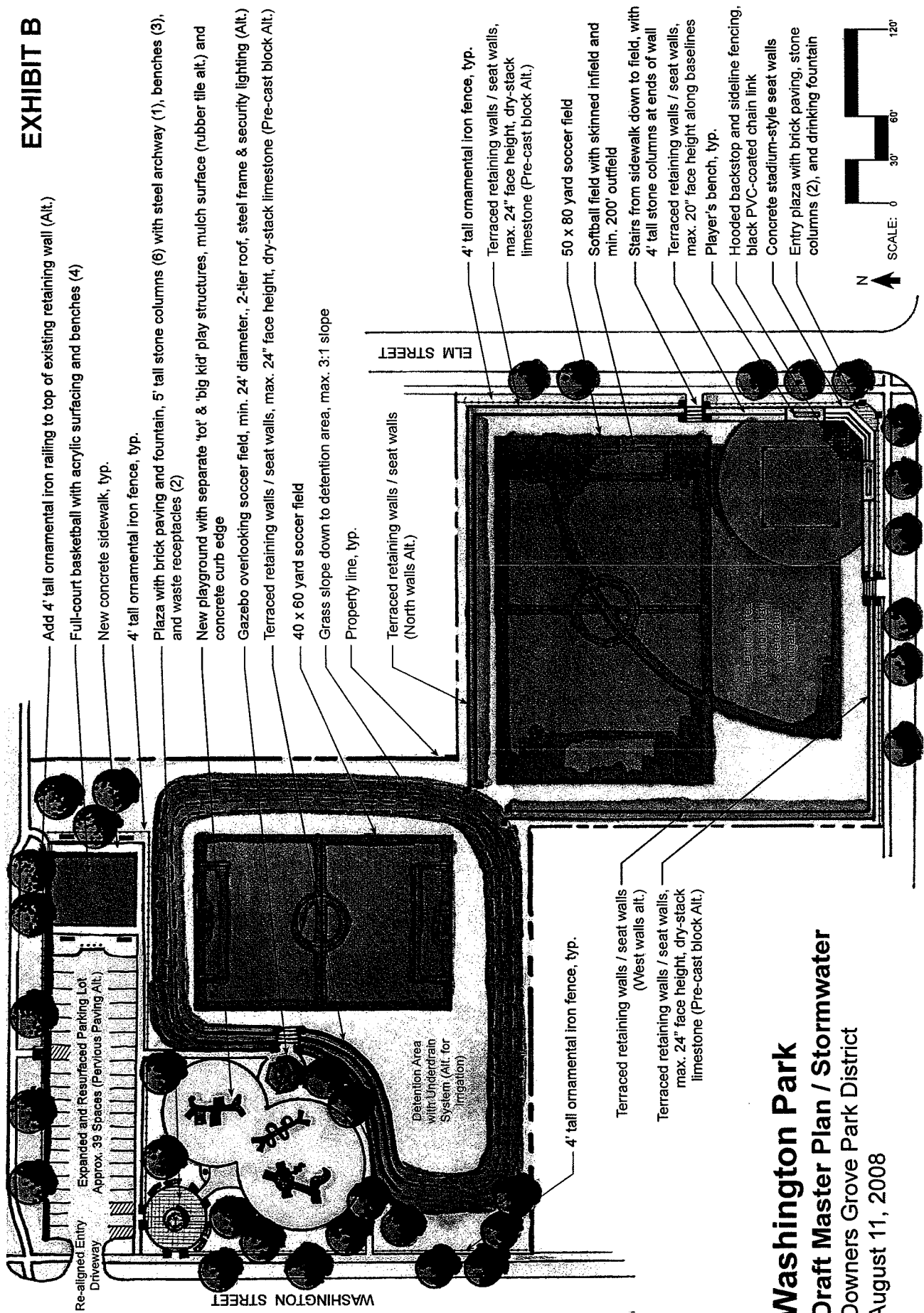
(SEAL)

Exhibit A

Legal Description of the Property

THE NORTH FIFTY (50) FEET OF LOT ONE (1) IN NARAMORE'S SUBDIVISION OF LOT THREE (3), IN BLOCK THREE (3), OF RICHMOND AND WHITNEY'S ADDITION TO THE TOWN OF DOWNERS GROVE, BEING A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF SECTION EIGHT (8), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOTS TWO (2) AND FOUR (4) IN BLOCK THREE (3) IN RICHMOND AND WHITNEY'S ADDITION TO THE TOWN OF DOWNERS GROVE, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION FIVE (5) AND THE NORTHWEST QUARTER OF SECTION EIGHT (8) IN TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

EXHIBIT B

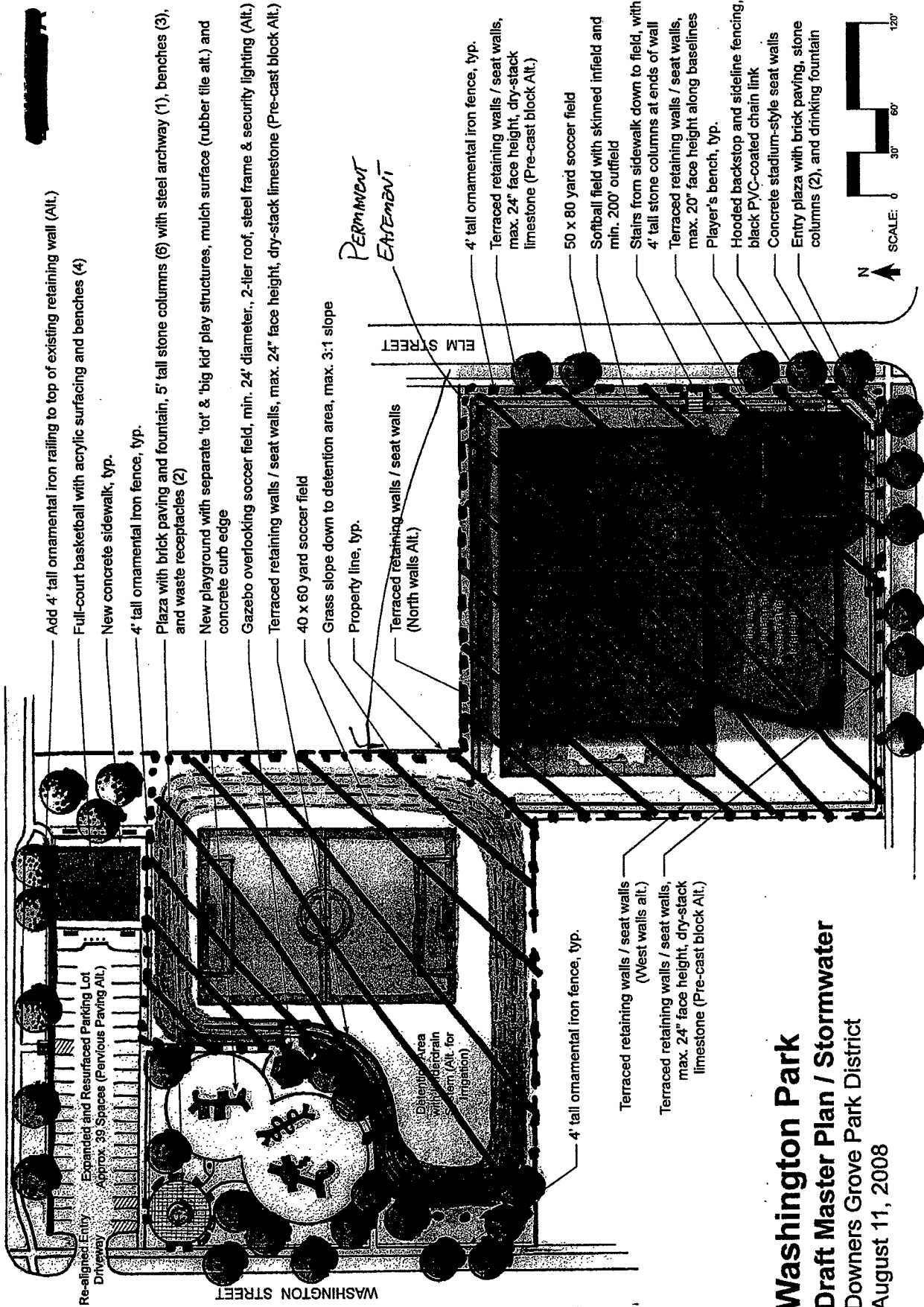


- Re-aligned Entry Drive
- Expanded and Resurfaced Parking Lot (Approx. 39 Spaces (Previous Paving Alt.))
- Add 4' tall ornamental iron railing to top of existing retaining wall (Alt.)
- Full-court basketball with acrylic surfacing and benches (4)
- New concrete sidewalk, typ.
- 4' tall ornamental iron fence, typ.
- Plaza with brick paving and fountain, 5' tall stone columns (6) with steel archway (1), benches (3), and waste receptacles (2)
- New playground with separate 'tot' & 'big kid' play structures, mulch surface (rubber tile alt.) and concrete curb edge
- Gazebo overlooking soccer field, min. 24' diameter, 2-tier roof, steel frame & security lighting (Alt.)
- Terraced retaining walls / seat walls, max. 24" face height, dry-stack limestone (Pre-cast block Alt.)
- 40 x 60 yard soccer field
- Grass slope down to detention area, max. 3:1 slope
- Property line, typ.
- Terraced retaining walls / seat walls (North walls Alt.)
- 4' tall ornamental iron fence, typ.
- Terraced retaining walls / seat walls, max. 24" face height, dry-stack limestone (Pre-cast block Alt.)
- 50 x 80 yard soccer field
- Softball field with skinned infield and min. 200' outfield
- Stairs from sidewalk down to field, with 4' tall stone columns at ends of wall
- Terraced retaining walls / seat walls, max. 20" face height along baselines
- Player's bench, typ.
- Hooded backstop and sideline fencing, black PVC-coated chain link
- Concrete stadium-style seat walls
- Entry plaza with brick paving, stone columns (2), and drinking fountain

Washington Park
Draft Master Plan / Stormwater
 Downers Grove Park District
 August 11, 2008

TEMPORARY EXHIBIT C

Village preparing legal description of permanent easement area.
 Legal description to replace this concept when finalized.



Add 4' tall ornamental iron railing to top of existing retaining wall (Alt.)

Full-court basketball with acrylic surfacing and benches (4)

New concrete sidewalk, typ.

4' tall ornamental iron fence, typ.

Plaza with brick paving and fountain, 5' tall stone columns (6) with steel archway (1), benches (3), and waste receptacles (2)

New playground with separate 'tot' & 'big kid' play structures, mulch surface (rubber tile alt.) and concrete curb edge

Gazebo overlooking soccer field, min. 24' diameter, 2-tier roof, steel frame & security lighting (Alt.)

Terraced retaining walls / seat walls, max. 24" face height, dry-stack limestone (Pre-cast block Alt.)

40 x 60 yard soccer field

Grass slope down to detention area, max. 3:1 slope

Property line, typ.

Terraced retaining walls / seat walls (North walls Alt.)

ELM STREET

PERMANENT
EASEMENT

4' tall ornamental iron fence, typ.

Terraced retaining walls / seat walls, max. 24" face height, dry-stack limestone (Pre-cast block Alt.)

50 x 80 yard soccer field

Softball field with skinned infield and min. 200' outfield

Stairs from sidewalk down to field, with 4' tall stone columns at ends of wall

Terraced retaining walls / seat walls, max. 20" face height along baselines

Player's bench, typ.

Hooded backstop and sideline fencing, black PVC-coated chain link

Concrete stadium-style seat walls

Entry plaza with brick paving, stone columns (2), and drinking fountain

4' tall ornamental iron fence, typ.

Terraced retaining walls / seat walls (West walls alt.)

Terraced retaining walls / seat walls, max. 24" face height, dry-stack limestone (Pre-cast block Alt.)

Washington Park
Draft Master Plan / Stormwater
 Downers Grove Park District
 August 11, 2008

Exhibit D

Legal Description of the Temporary Easement Premises

THE NORTH FIFTY (50) FEET OF LOT ONE (1) IN NARAMORE'S SUBDIVISION OF LOT THREE (3), IN BLOCK THREE (3), OF RICHMOND AND WHITNEY'S ADDITION TO THE TOWN OF DOWNERS GROVE, BEING A SUBDIVISION OF A PART OF THE NORTHWEST QUARTER OF SECTION EIGHT (8), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOTS TWO (2) AND FOUR (4) IN BLOCK THREE (3) IN RICHMOND AND WHITNEY'S ADDITION TO THE TOWN OF DOWNERS GROVE, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION FIVE (5) AND THE NORTHWEST QUARTER OF SECTION EIGHT (8) IN TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE
OF DOWNERS GROVE AND THE DOWNERS GROVE PARK DISTRICT
FOR THE CONSTRUCTION OF STORMWATER IMPROVEMENTS AT MCCOLLUM
PARK**

THIS INTERGOVERNMENTAL AGREEMENT entered into this _____ day of _____, 2008, by and between the VILLAGE OF DOWNERS GROVE, ILLINOIS, an Illinois municipal corporation, with offices at 801 Burlington Avenue, Downers Grove, Illinois (hereinafter referred to as "VILLAGE"), and the DOWNERS GROVE PARK DISTRICT with offices at 2455 Warrenville Road, Downers Grove, Illinois (hereinafter referred to as "DISTRICT"), concerning the construction of certain stormwater and recreational improvements, more fully described herein, at McCollum Park (hereinafter referred to as the "PARK"), all located within the VILLAGE.

WITNESSETH

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that units of local government may contract with one another to perform any activity authorized by law; and

WHEREAS, the DISTRICT owns, maintains and operates the PARK located at the common address 6801 Main Street, Downers Grove, Illinois and legally described as follows

OF THE SOUTH 330.0 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 100.0 FEET OF THE WEST 250.0 FEET OF THE SOUTH 330.0 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS (ALSO EXCEPT THAT PORTION DEICATED FOR HIGHWAY PURPOSES)

ALSO, THE NORTH 330.0 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF DUPAGE, EXCEPT THAT PART DEDICATED FOR ROAD PURPOSES, IN DUPAGE COUNTY, ILLINOIS.

ALSO, TRACT "C" IN C.V.BAXTER PLAT OF SURVEY, EXCEPTING THE NORTH 100.0 FEET OF THE WEST 200.0 FEET, AS MEASURED FROM THE EAST LINE OF MAIN STREET, OF PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL

MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1952, AS DOCUMENT 644826, EXCEPT THAT PART THEREOF DEDICATED FOR ROAD PURPOSES IN DUPAGE COUNTY, ILLINOIS
ALSO, THE NORTH 660.0 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF DEDICATED FOR ROAD PURPOSES, IN DUPAGE COUNTY, ILLINOIS

WHEREAS, the VILLAGE desires to construct certain stormwater improvements which are more fully described herein, in the PARK; and

WHEREAS, the DISTRICT desires to have constructed within the PARK certain recreational improvements, as more fully described herein; and

WHEREAS, the VILLAGE agrees to fund, and the DISTRICT agrees to allow the VILLAGE to construct said stormwater improvements and recreational improvements in accordance with this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein set forth, the parties hereto agree as follows:

1. **Incorporation.** The provisions set forth in the preamble are incorporated into and made a part of this Agreement.

2. **Public Improvements To Be Constructed by the VILLAGE** The VILLAGE shall fund, design and construct the following Stormwater Improvements and Recreational Improvements (collectively referred to herein as the "Public Improvements") with a total estimated cost for the Recreational Improvements of \$200,000.00 at the PARK as depicted on the McCollum Park Draft Master Plan attached hereto and herein incorporated as Exhibit A:

a. Stormwater Improvements:

- A dry bottom detention facility with sufficient capacity to accommodate future improvements made by the DISTRICT. Sufficient capacity for purposes of this Agreement shall mean capacity for future improvements which shall not exceed .25 acre feet.

b. Recreational Improvements:

- All Recreational Improvements as depicted on Exhibit A and included on the cost estimate attached hereto and incorporated herein as Exhibit A1.

3. Easements to be Granted to the VILLAGE. The DISTRICT hereby grants the VILLAGE easement rights to the PARK in the form attached hereto as Exhibit B. The DISTRICT will forward the signed documents to the VILLAGE, and the VILLAGE will record the documents at its expense.

4. Review of VILLAGE Plans and Specifications. The VILLAGE agrees that it shall provide the DISTRICT with the ability to review and approve the plans and specifications for the construction of the Public Improvements provided for in Section 2 of this Agreement and the VILLAGE shall conduct at least one public informational meeting regarding such plans. The DISTRICT agrees it will review such plans and specifications within 30 days of its receipt of same. If the DISTRICT fails to review such plans and specifications within this 30 day time frame and advise the VILLAGE regarding its acceptance or rejection of such plans and specifications, including shop drawings, such plans and specifications shall be deemed approved by the DISTRICT. Approval of such plans and specifications shall not be unreasonably

withheld. Once approved, the final plans and specifications shall be substituted for (and shall be identified as "Final Exhibit A") and shall replace as part of this Agreement the concept plan attached hereto and herein incorporated as Exhibit A.

5. VILLAGE Schedule of Construction. Notwithstanding any unforeseen circumstances, the VILLAGE shall adhere to the best of its ability to the construction schedule attached hereto and herein incorporated as Exhibit C. If deviation or revision of this schedule is necessary, the VILLAGE shall advise the DISTRICT of the same and the VILLAGE and the DISTRICT shall jointly accommodate any issues that may arise as a result of the deviation or revision in the schedule. Construction of the Public Improvements shall not commence until the DISTRICT is satisfied that the Village has provided sufficient assurance and security to reasonably guarantee the design, construction and completion of all public improvements according to the construction schedule. For illustration purposes only, sufficient security may include performance bonds posted by contractors, irrevocable letters of credit which can be drawn upon by both the Village and, if necessary, the DISTRICT, or any other legally permissible assurance or security agreed to by the Parties. Further, all contractors performing work on the Public Improvements shall warrant their work and such warranties shall extend to both the VILLAGE and the DISTRICT.

The DISTRICT shall designate a representative for the public improvements project. The DISTRICT representative shall be invited and permitted to attend and participate in all design, pre-construction and construction progress meetings and shall be permitted to observe the construction work in progress during normal business hours. The DISTRICT shall be copied on all project-related correspondence.

6. **Demolition of Facilities Necessitated by the Approved Plans.** If it is necessary to demolish any DISTRICT facilities in order to fully implement the approved plans, the VILLAGE shall be responsible for the cost of such demolition/site preparation. It is agreed that the DISTRICT will be given reasonable notice which shall not be less than five (5) business days in advance of such action by the VILLAGE in the event the DISTRICT desires to salvage any fixtures from the site.

7. **Environmental Remediation of DISTRICT Property.** It is agreed by both parties that if during the construction of the Public Improvements, or at any time prior to such construction, the VILLAGE discovers environmental contamination or hazardous materials on the PARK, the VILLAGE shall handle and dispose of such materials pursuant to State law and at its own expense. The DISTRICT, as owner of the PARK, shall fully cooperate with the VILLAGE with regard to any environmental remediation . This includes, but is not limited to, execution of any documents regarding environmental remediation at the PARK.

8. **Access to PARK** The VILLAGE shall be permitted reasonable access to the PARK for the purpose of designing, constructing and maintaining the Public Improvements set forth in Section 2. Upon providing reasonable written notice, not less than five (5) business days, and receiving written permission from the DISTRICT, the VILLAGE shall also be permitted, upon the same notice and provision terms, to access the PARK for the purpose of performing soil borings and other due diligence testing as may reasonably be required by the VILLAGE. It shall be the responsibility of the VILLAGE to repair any damage to the PARK resulting from such activity. Any such damage shall be repaired within 30 days or within a longer time frame as mutually

agreed to by both the VILLAGE and the DISTRICT and shall be performed to the unilateral satisfaction and approval of the DISTRICT, such approval not being unreasonably withheld.

9. **VILLAGE to Maintain/Repair Stormwater Improvements.** The VILLAGE shall maintain the stormwater improvements constructed pursuant to Section 2. Maintenance shall be as set forth in the Dry Detention Pond Performance Standards attached hereto and herein incorporated as Exhibit D. Except for emergency situations, the VILLAGE shall provide no less than thirty (30) days advance written notice to the DISTRICT before beginning any work or maintenance on the basins. In the event of an emergency, if prior notice is not possible, the VILLAGE shall provide notice at the earliest reasonable opportunity. It is agreed that maintenance shall not include routine landscaping and lawn mowing. Any damage to the stormwater facilities shall be reported to the VILLAGE by the DISTRICT within a reasonable period of time after it is discovered by the DISTRICT after which the VILLAGE shall be provided a reasonable period of time to repair such.

10. **DISTRICT to Maintain/Repair Recreational Improvements.** The VILLAGE shall notify the DISTRICT in writing upon completion of the Recreational Improvements constructed pursuant to Section 2. Completion shall include providing the DISTRICT with all "as built" drawings, specifications, project manuals, shop drawings and operation manuals. The DISTRICT shall inspect the Recreational Improvements within thirty (30) days after the date of notification of completion by the VILLAGE and shall notify the VILLAGE in writing of any defects or deficiencies. If the Recreational Improvements are determined to be acceptable at that time, the DISTRICT shall immediately accept all Recreational Improvements through the execution of a letter of acceptance, in a form acceptable to both Parties. If defects or deficiencies

are discovered, The VILLAGE shall, within sixty (60) days of being notified of any such defect or deficiency, address or remedy such defects or deficiencies to the satisfaction of the DISTRICT and as detailed in the final plans and specifications attached hereto as Final Exhibit A . Once such defects or deficiencies are remedied or addressed and approved by the DISTRICT the VILLAGE shall send a final notification of completion to the DISTRICT and the DISTRICT shall immediately accept all Recreational Improvements through the execution of a letter of acceptance, in a form acceptable to both Parties. The VILLAGE agrees to transfer, in writing, all warranties offered on all equipment and personal property installed as part of the Public Improvements and transferred to the DISTRICT herein.

Once such letter of acceptance has been executed by the DISTRICT, the DISTRICT shall own the Recreational Improvements and it shall be the responsibility of the DISTRICT to maintain and repair such Improvements.

11. Indemnity and Hold Harmless. The DISTRICT agrees that the VILLAGE shall not be liable for any injury or loss occurring by the public's use (or misuse) of the Public Improvements constructed by the VILLAGE and the DISTRICT agrees to indemnify and hold harmless the VILLAGE against any loss, damage, claim, demand, or lawsuit incurred as a result of any injury or loss occurring by the use of the Public Improvements constructed pursuant to this Agreement, , except to the extent such loss, damage, claim, demand or lawsuit arises out of the direct or indirect conduct, act or omission of the VILLAGE. THE VILLAGE agrees that the DISTRICT shall not be liable for any injury or loss occurring by the Public's use (or misuse) of the Public Improvements constructed by the VILLAGE and the VILLAGE agrees to indemnify and hold harmless the DISTRICT against any loss, damage, claim, demand, or lawsuit incurred as a result

of any injury or loss occurring by the use of Public Improvements constructed pursuant to this Agreement, except to the extent such loss, damage, claim, demand or lawsuit arises out of the direct or indirect conduct, act or omission of the DISTRICT.

12. Subsequent Modifications to Area: If at any time after construction of any of the Public Improvements the DISTRICT desires to make modifications to existing facilities or install additional facilities on DISTRICT property for which the VILLAGE has been granted an easement under this Agreement, the DISTRICT shall provide the VILLAGE prior notice of such modification prior to any work being conducted. Similarly, if at any time after construction of any of the Public Improvements, the VILLAGE desires to make modifications to existing facilities or install additional facilities in the same area of the easement, notice shall be provided to the DISTRICT prior to any work being conducted . It is agreed by both Parties that neither the VILLAGE or the DISTRICT will construct or modify any improvements in a manner that will interfere with the operation or maintenance of the Public Improvements.

13. Insurance. At all times while this Agreement remains in effect, each party shall procure adequate insurance and or self-insurance to protect itself, its officers, employees and agents from any liability for bodily injury, death, and property damage in connection with the improvements covered by this Agreement.

14. Notices. Any statement or writing to be presented to a party hereunder shall be so presented by personal delivery or by deposit in the United States mail, with postage properly prepaid, and

properly addressed to the offices of the other party, as listed above, and shall be deemed presented on date of mailing.

15. **Invalidity.** If any section, paragraph, clause or provision of this Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

16. **Termination.** The VILLAGE may in its sole discretion, and prior to the construction of any Public Improvements, declare this Agreement null and void by sending the appropriate notice hereunder. The DISTRICT may in its sole discretion, and prior to the VILLAGE incurring the costs for the design of the Recreational Improvements, declare this Agreement null and void by sending the appropriate notice hereunder. The VILLAGE shall provide the DISTRICT written notification ten (10) days prior to the commencement of any design work on the Recreational Improvements. Furthermore, if the VILLAGE does not enter into an agreement for the construction of the Public Improvements within one year from the execution date of this Agreement the DISTRICT may declare this Agreement null and void by sending the appropriate notice hereunder or alternatively the Parties may agree to renegotiate the terms of this Agreement.

17. **Entire Agreement.** This Agreement represents the entire agreement between the parties. This Agreement shall inure to the benefit of all successors and assigns of the parties hereto. Any amendments hereto shall be made in writing and be signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on

their behalf by their duly authorized officers as of the day and year first above written.

DOWNERS GROVE PARK DISTRICT

President

ATTEST:

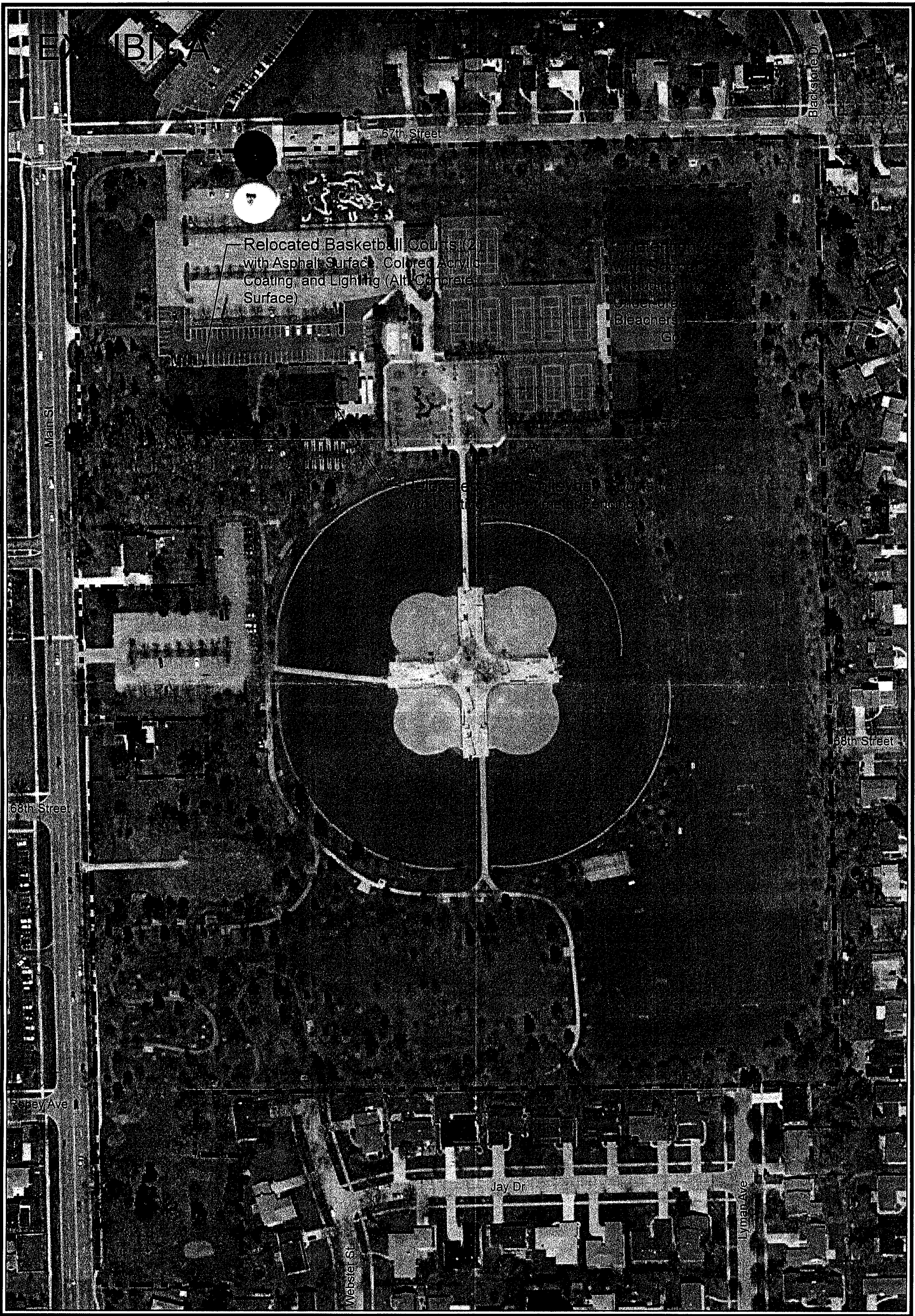
Clerk

VILLAGE OF DOWNERS GROVE

Mayor

ATTEST:

Village Clerk



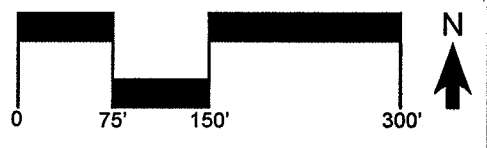
Relocated Basketball Courts (2)
with Asphalt Surface, Colored Acrylic
Coating, and Lighting (Alt. Concrete
Surface)

with Stone
with Stone
Bleachers
Gr



McCollum Park

Draft Master Plan / Stormwater



McCullum Park - EXHIBIT A1

Cost Estimate for Exhibit A: Draft Master Plan / Stormwater

PROJECT ELEMENTS	Qty.	Unit.	Unit Price	Total
Erosion Control and Site Protection				
Village Scope	0	lf	\$3.50	\$0.00
Earthwork Cut and Fill				
Detention - Village Scope	0	cy	\$35.00	\$0.00
Under Drain System for Soccer Field	1	ls	\$21,600.00	\$21,600.00
Removals and Demolition				
General Clearing - Village Scope	0	ls	\$5,000.00	\$0.00
Basketball Court removal - Village Scope	0	ls	\$5,000.00	\$0.00
Utilities				
Electric Service improvements (sports lighting)	1	ls	\$12,000.00	\$12,000.00
Water Service for Soccer Field Irrigation	1	ls	\$19,800.00	\$19,800.00
Special Features & Site Furnishings				
Relocate Basketball Courts (2)	2	ea	\$31,000.00	\$62,000.00
Relocate Sand Volleyball Courts (3) (re-use sand)	3	ea	\$7,500.00	\$22,500.00
Sports Lighting for Basketball and Volleyball	1	ls	\$50,000.00	\$50,000.00
Soil Amendments for Soccer Field	1	ls	\$10,000.00	\$10,000.00
Soccer Field Irrigation w/ RPZ	1	ls	\$25,300.00	\$25,300.00
Site Landscaping				
Turf Restoration for Soccer Field (Sod) - Village Scope				\$0.00
Project Sub Total				\$223,200.00
Contingency				\$11,160.00
Project Total				\$234,360.00

Exhibit C
Development Schedule

Task	Target Completion Date
Prepare Final Engineering Plans	December 31, 2008
Award a Construction Contract	March 31, 2009
Commence Construction	April 30, 2009
Complete Construction	December 31, 2009

Memo

To: Todd Reese, Director of Parks

From: Roger Lockwood

Date: July 29, 2008

Revised: August 11, 2008

**Downers Grove Park District – Village Stormwater Improvements
Performance Criteria – Dry Basins with Turf Areas**

Dry Detention Pond with Turf Play Areas - Design Guidelines

1. Frequency and Duration of Wetting
 - a. To promote the recreational use within the dry bottom detention basin the frequency of when stormwater from other areas enters the basin and wets the turf playing areas is to be minimized. The hydraulic design must not produce inflow from other areas for a 1" minimum rainfall depth or less for the critical duration storm. (Note: 1" is a heavy rain but several 1" rainfall events occur each year. This minimum is suggested, however, the frequency of wetting should be minimized and it is a function of many factors. Drainage area, flood control goals, topography, cost.)
 - b. The basin must be designed to have all turf playing areas free from standing water within 72 hours from the start of 100-year frequency, 24-hour duration rainfall event.
2. Basin Grading Considerations
 - a. 4:1 maximum side slopes.
 - b. 0.75% minimum grade on turf playing surfaces with 75' or less slope distance and 1.5% minimum grade for distances beyond 75' and in all areas of concentrated flow (vegetated ditches and swales).
 - c. Storm sewer drainage system surface inlets spaced to limit concentrated surface flow length to a 150' maximum.
3. Storm Sewer Drainage System
 - a. The basin storm sewer drainage system designed for a minimum 5-year critical duration capacity and a 3 ft/s minimum full flow velocity.
 - b. All concentrated flow locations shall have a drain tile pipe system in addition to or in combination with the storm sewer system.
 - c. Inflow and outflow structures to the basin shall be stable against erosion and damage for all flow conditions up to the 100-year critical duration event. All structures larger than 12 inches in diameter shall have grates.
4. Landscape Treatment
 - a. Turf playing areas shall have a draintile, amended soil, and seeding system for improved drainage.

- b. Landscaping of other disturbed District properties shall have 6" minimum topsoil with planting and seeding to be approved by the District.

Dry Detention Pond with Turf Play Areas - Performance Standards

The Village will observe the basin annually in June and after all 1" rainfall events. The observation shall include:

1. Basin water levels, high water level and duration of standing water on turf playing areas. Inflow to the basin from other areas must not occur for a 1" or less rainfall event. The duration of standing water on turf playing areas must be 72 hours or less for all storms that do not exceed the 100-year frequency, 24-hour duration rainfall event
2. Instances of erosion, standing water of sufficient duration to prevent growth of a dense turf cover, or slope sloughing.
3. Water control structures for debris accumulation, erosion, displacement, or damage. Debris affecting the basin drainage shall be removed immediately.

The Village shall record the observations and provide them to the District. If corrective measures are necessary the Village shall develop a plan with time frame for completion, obtain District concurrence, and implement the plan. All disturbed park areas shall be restored to pre-corrective measure conditions by the Village.

**This instrument
prepared by and
after recording return to:**

Robert K. Bush
Ancel, Glink, Diamond, Bush,
DiCianni & Krafthefer, P.C.
140 South Dearborn Street, 6th Floor
Chicago, IL 60603

STORMWATER EASEMENT AGREEMENT

THIS AGREEMENT, dated as of this _____ day of _____, 2008, by and between the **VILLAGE OF DOWNERS GROVE**, an Illinois municipal corporation, with offices at 801 Burlington Avenue, Downers Grove, Illinois ("**Municipality**") and the **DOWNERS GROVE PARK DISTRICT**, an Illinois municipal corporation, with offices at 2455 Warrenville Road, Downers Grove, Illinois ("**Owner**");

RECITALS:

A. Owner is the legal owner of record of real property commonly known as McCollum Park, located at a common address of 6801 Main Street in the Village of Downers Grove, County of DuPage, and State of Illinois, which real property is legally described in Exhibit A to this Easement Agreement ("**Property**"); and

B. The Municipality desires to locate storm water and recreation improvements, set forth on Exhibit B and specifically entailing a dry-bottom detention facility and certain recreational improvements ("**Improvements**"), in, upon, over, under, through, along, and across a portion of the Property, in the location described in Exhibit B, and as legally described in Exhibit C (referred to as "**Easement Premises**"); and

C. The parties desire to formalize in a written easement agreement the rights and responsibilities of both parties regarding the Easement Premises; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth in this Agreement and the terms and conditions set forth in the related Intergovernmental Agreement between the parties on this easement and other good and valuable consideration paid by the Municipality to Owner, the parties mutually agree as follows:

Section 1: Grant of Easement. Owner hereby grants, conveys, warrants, and dedicates to the Municipality, its successors and assigns, a perpetual easement and right of way to survey, construct, reconstruct, lay, use, own, operate, maintain, test, inspect, repair, replace, enlarge, renew, alter, remove, or abandon in place (these activities are collectively referred to as "**Installation**") the Improvements, described on Exhibit B, of a size, material, and number, and with all attachments, equipment, and appurtenances as the Municipality deems necessary or desirable for its needs (the equipment and appurtenances are collectively be referred to as the "**Facilities**"),

subject to the terms and conditions set forth in this Agreement, in, upon, over, under, through, along, and across the Easement Premises, together with all reasonable rights of ingress and egress over, along, upon, and across the Easement Premises and any adjoining lands of Owner necessary for the exercise of the rights herein granted.

Section 2: Grant of Temporary Construction Easement. Owner hereby further grants, conveys, warrants, and dedicates to the Municipality a temporary construction easement for the Installation of the Facilities over, along, upon, and across the real property legally described in Exhibit D attached hereto and by this reference incorporated herein and made a part hereof ("***Temporary Easement Premises***"). The Temporary Easement Premises shall be used by the Municipality only during periods of actual Installation activities and for any necessary restoration of the Easement Premises.

Section 3: Installation. The Municipality agrees that the Installation of the Facilities will be done and completed in a good and workmanlike manner, all at the sole expense of the Municipality.

Section 4: Restoration. Upon completion of any Installation activity by the Municipality, its authorized agents, servants, employees, or contractors, the Municipality agrees to (a) replace and grade all topsoil removed by the Municipality; (b) restore all fences, roads, plantings, landscaping, and improvements as nearly as practicable to the condition immediately preceding the Installation if damaged or removed by the Municipality as a direct result of the Installation; (c) replace any and all sod removed by the Municipality with sod of like quality; and (d) replace any and all natural grass removed by the Municipality by seeding with a good quality seed.

Section 5: Hold Harmless. The Municipality agrees to save and hold Owner harmless from all claims, causes of action, suits, damages, or demands that arise directly from the negligence of the Municipality or its authorized agents, servants, employees, or contractors in the Installation of the Facilities on the Easement Premises and/or Temporary Easement Premises.

Section 6: Reservation of Rights. Owner reserves the right to use the Easement Premises, Temporary Easement Premises, and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Municipality of the rights granted in this Agreement; provided, however, that Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises and Temporary Easement Premises, nor permit the Easement Premises and Temporary Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Municipality.

Section 7: Further Assurances. Owner hereby represents and warrants that it will take all necessary action so that the easements contemplated by this Agreement are released from all liens, including but not limited to, the lien of all mortgages, mechanics' lien claims, security agreements, assignments of rents and leases, and will execute all documents that are reasonably necessary to perfect the Municipality's right, title, and interest in the Easement Premises and Temporary Easement Premises.

Section 8: Covenants Running with the Land. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, will be recorded against the Easement Premises, and will be binding upon and inure to the benefit of Owner and the Municipality and their respective heirs, executors,

administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, Temporary Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then those easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

Section 9: Notices. All notices and other communications in connection with this Agreement must be in writing and will be deemed delivered to the addressee (a) when delivered in person and receipted for on a business day at the address set forth below; (b) on the fifth business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below; (c) when delivered to the address listed below by any courier service; (d) on the date of transmission, if transmitted by facsimile at the facsimile number listed below and deposited in the U.S. mail on the same day for delivery to the address listed below:

To Owner:

Downers Grove Park District
Attn: Administrator
2455 Warrenville Road
Downers Grove, IL 60515

To the Municipality:

Village of Downers Grove
Attn: Village Manager
801 Burlington Avenue
Downers Grove, IL 60515

with a copy to:

Ancel, Glink, Diamond, Bush DiCianni & Krafthefer, P.C.
140 South Dearborn Street, 6th Floor
Chicago, IL 60603
Attention: Robert K. Bush
Fax: 312-782-0943

Section 10: Assignment of Rights. Owner agrees that the Municipality may assign its rights or delegate its duties under this Agreement, in whole or in part, without the consent of Owner.

Section 11: Amendment. This Agreement may be modified, amended, or annulled only by the written agreement of Owner and the Municipality.

Section 12: Survival. All representations and warranties contained in this Agreement will survive the execution of this Agreement and its recordation and will not be merged.

IN WITNESS WHEREOF, the parties have executed or have caused this Agreement to be executed by their proper officers duly authorized to execute this Agreement.

ATTEST:

VILLAGE OF DOWNERS GROVE

By: _____

Its _____

ATTEST:

DOWNERS GROVE PARK DISTRICT

Its _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the Mayor of the Municipality, and _____, personally known to me to be the Clerk of the Municipality, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the Mayor and Clerk of the Municipality, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Municipality for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2008.

Notary Public

My commission expires: _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the persons who executed this agreement, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2008.

Notary Public

My Commission Expires: _____

(SEAL)

Exhibit A

Legal Description of the Property

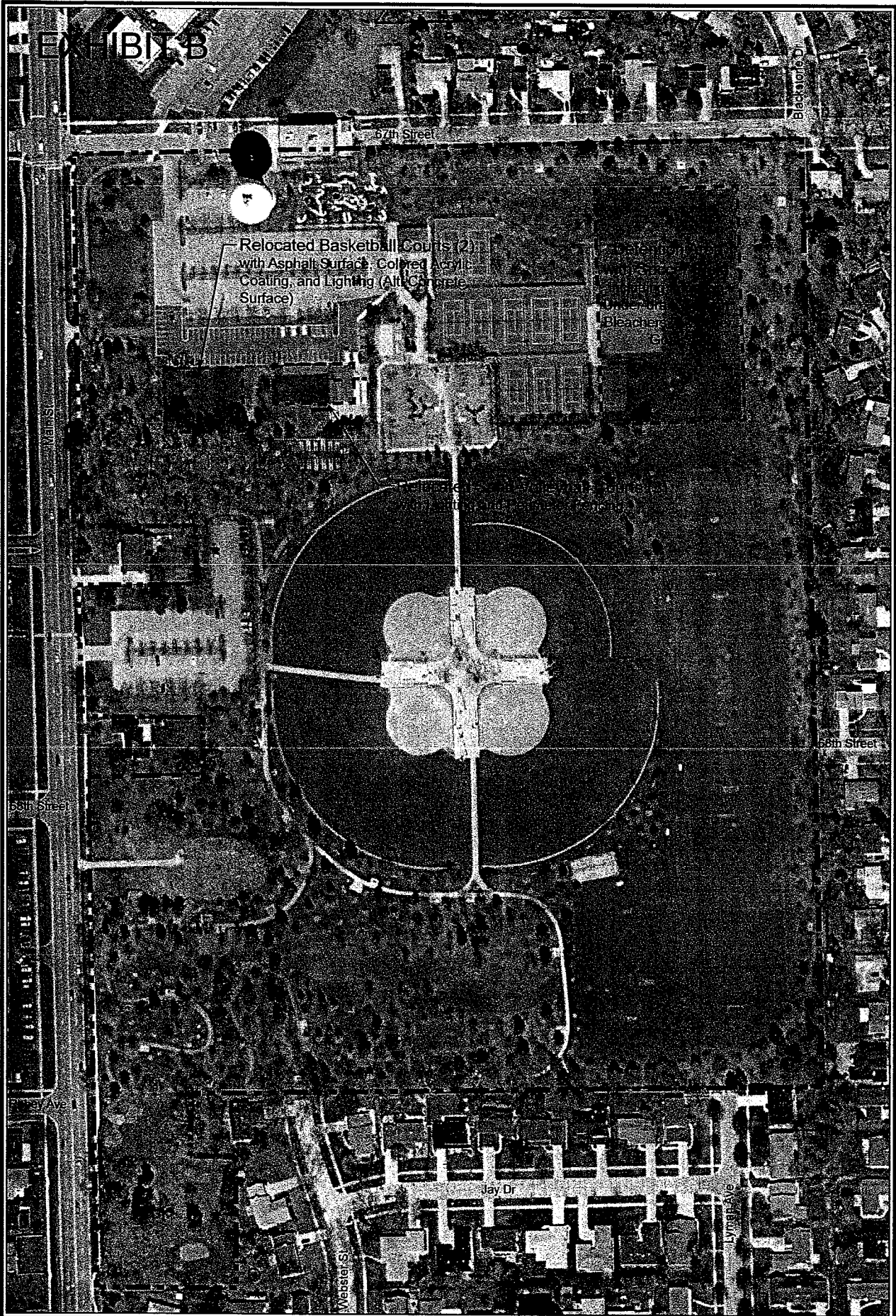
OF THE SOUTH 330.0 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 100.0 FEET OF THE WEST 250.0 FEET OF THE SOUTH 330.0 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS (ALSO EXCEPT THAT PORTION DEICATED FOR HIGHWAY PURPOSES)

ALSO, THE NORTH 330.0 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE COUNTY OF DUPAGE, EXCEPT THAT PART DEDICATED FOR ROAD PURPOSES, IN DUPAGE COUNTY, ILLINOIS.

ALSO, TRACT "C" IN C.V.BAXTER PLAT OF SURVEY, EXCEPTING THE NORTH 100.0 FEET OF THE WEST 200.0 FEET, AS MEASURED FROM THE EAST LINE OF MAIN STREET, OF PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 14, 1952, AS DOCUMENT 644826, EXCEPT THAT PART THEREOF DEDICATED FOR ROAD PURPOSES IN DUPAGE COUNTY, ILLINOIS

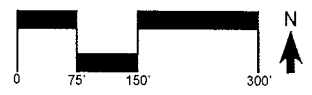
ALSO, THE NORTH 660.0 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF DEDICATED FOR ROAD PURPOSES, IN DUPAGE COUNTY, ILLINOIS

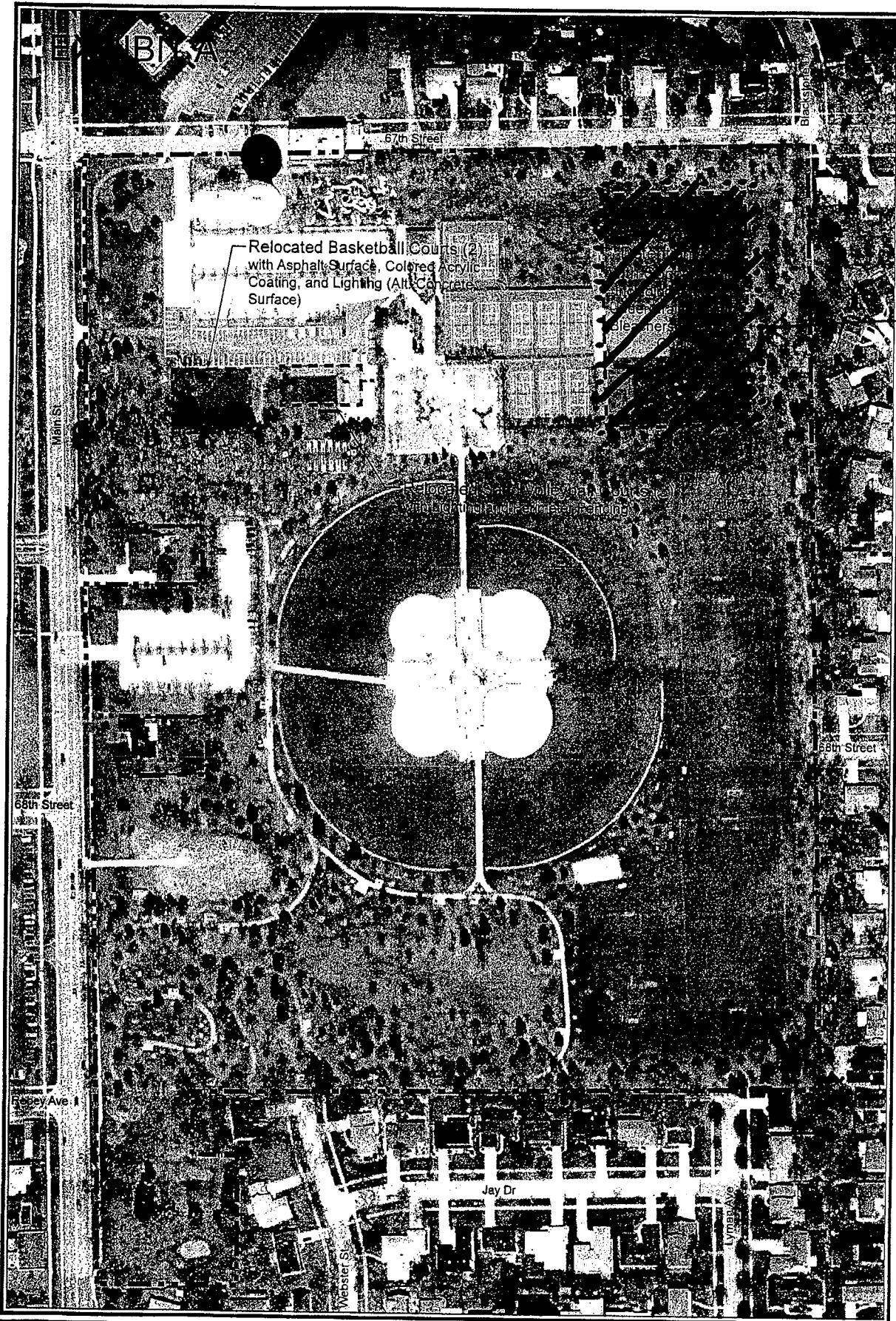
EXHIBIT B



McCollum Park

Draft Master Plan / Stormwater





Permanent Easement

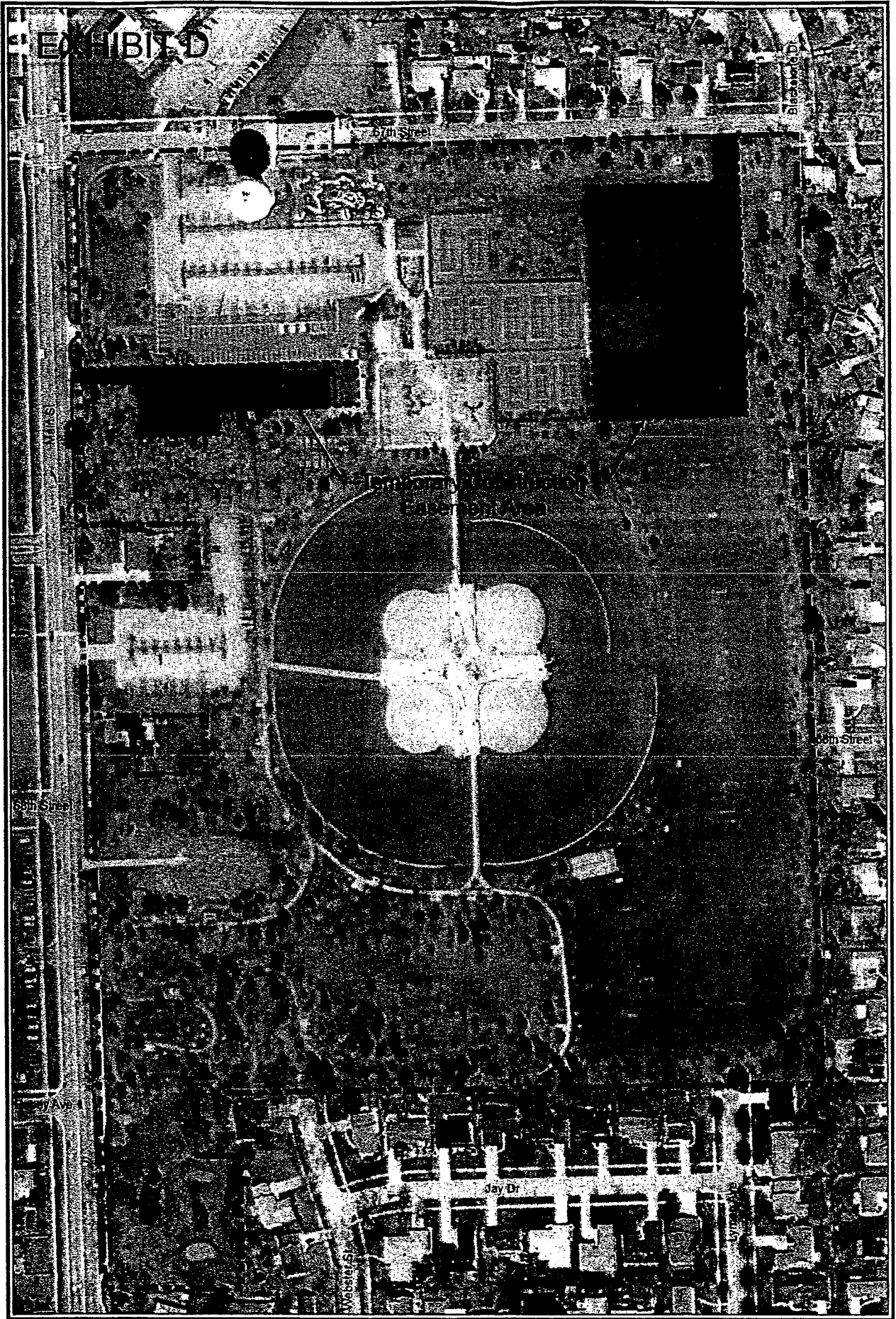
TEMPORARY EXHIBIT C
 Village preparing legal description of permanent easement area.
 Legal description to replace this concept when finalized.

McCollum Park

Draft Master Plan / Stormwater

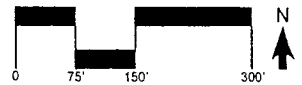
TEMPORARY EXHIBIT D

Village preparing legal description of temporary easement area.
Legal description to replace this concept when finalized.



McCcollum Park
 Draft Master Plan / Stormwater
 Temporary Construction Easement Area

Date: August 14, 2008



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE
OF DOWNERS GROVE AND THE DOWNERS GROVE PARK DISTRICT
FOR THE CONSTRUCTION OF STORMWATER IMPROVEMENTS AT STERLING
NORTH PARK AND BENDING OAKS PARK**

THIS INTERGOVERNMENTAL AGREEMENT entered into this _____ day of _____, 2008, by and between the VILLAGE OF DOWNERS GROVE, ILLINOIS, an Illinois municipal corporation, with offices at 801 Burlington Avenue, Downers Grove, Illinois (hereinafter referred to as "VILLAGE"), and the DOWNERS GROVE PARK DISTRICT with offices at 2455 Warrenville Road, Downers Grove, Illinois (hereinafter referred to as "DISTRICT"), concerning the construction of certain stormwater and recreational improvements, more fully described herein, at Sterling North and Bending Oaks Park (hereinafter referred to as the "PARK"), all located within the VILLAGE.

WITNESSETH

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that units of local government may contract with one another to perform any activity authorized by law; and

WHEREAS, the DISTRICT owns, maintains and operates the PARK, located at the common address 1931 Curtiss, Downers Grove, Illinois and legally described as follows:

A PART OF LOTS 5 AND 6 OF THE ASSESSMENT PLAT OF A PART OF THE A.C. DUCAT ESTATE, SAID LOT 5 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SAID LOT 6 BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6 ON THE CENTERLINE OF THE BELMONT ROAD; THENCE NORTH 88 DEGREES 26 MINUTES EAST 947.3 FEET ALONG THE SOUTH LINE OF SAID LOT 6; THENCE NORTHERLY 178.5 FEET PARALLEL WITH THE TOWNSHIP LINE; THENCE NORTH 88 DEGREES 26 MINUTES EAST 426.5 FEET TO A POINT ON THE TOWNSHIP LINE 178.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 65 DEGREES EAST 218 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 5 TO A STAKE SET IN THE LINE; THENCE NORTHERLY 213.32 FEET PARALLEL WITH THE TOWNSHIP LINE; THENCE SOUTH 88 DEGREES 26 MINUTES WEST 200 FEET TO THE TOWNSHIP LINE; THENCE CONTINUING SOUTH 88 DEGREES 26 MINUTES

WEST 700 FEET; THENCE SOUTHERLY PARALLEL WITH THE TOWNSHIP LINE 458.5 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES WEST 673.8 FEET TO THE CENTER OF THE BELMONT ROAD; THENCE SOUTHERLY ALONG THE CENTER OF THEBELMONT ROAD 20 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

ALSO, LOTS 13, 14, 15 AND 18 IN BLOCK 4 IN ARTHUR T. MCINTOSH'S HIGHWOOD ADDITION TO BELMONT, IN SECTION 7, TOWNSHIP 38 NORTH, RANGE 11 AND SECTION 12 TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

LOT 14 IN BENDING OAKS NORTH, BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1988, AS DOCUMENT R88-068661 IN DUPAGE COUNTY, ILLINOIS.

WHEREAS, the VILLAGE desires to construct certain stormwater improvements which are more fully described herein, in the PARK; and

WHEREAS, the DISTRICT desires to have constructed within the Park certain recreational improvements, as more fully described herein; and

WHEREAS, the VILLAGE agrees to fund, and the DISTRICT agrees to allow the VILLAGE to construct said stormwater improvements and recreational improvements in accordance with this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein set forth, the parties hereto agree as follows:

1. **Incorporation.** The provisions set forth in the preamble are incorporated into and made a part of this Agreement.

2. **Public Improvements To Be Constructed by the VILLAGE** The VILLAGE shall fund, design and construct the following Stormwater Improvements and Recreational Improvements (collectively referred to herein as the "Public Improvements") with a total estimated cost for the recreational improvements of SEVEN HUNDRED AND FIFTY

THOUSAND DOLLARS AND 00/100 (\$750,000), at the Park as depicted on the Sterling North Bending Oaks Park Draft Master Plan attached hereto and herein incorporated as Exhibit A:

a. Stormwater Improvements:

- A wet bottom detention pond with sufficient stormwater capacity to accommodate future improvements made by the DISTRICT. Sufficient capacity for purposes of this Agreement shall mean capacity for future improvements which shall not exceed .15 acre feet.

b. Recreational Improvements:

- All Recreational Improvements as depicted on Exhibit A and included on the cost estimate attached hereto and incorporated herein as Exhibit A1.

3. Easements to be Granted to the VILLAGE. The DISTRICT hereby grants the VILLAGE easement rights to the PARK in the form attached hereto as Exhibit B. The DISTRICT will forward the signed documents to the VILLAGE, and the VILLAGE will record the documents at its expense.

4. Review of VILLAGE Plans and Specifications. The VILLAGE agrees that it shall provide the DISTRICT with the ability to review and approve the plans and specifications for the construction of the Public Improvements provided for in Section 2 of this Agreement and the VILLAGE shall conduct at least one public informational meeting regarding such plans. The DISTRICT agrees it will review such plans and specifications within 30 days of its receipt of same. If the DISTRICT fails to review such plans and specifications within this 30 day time

frame and advise the VILLAGE regarding its acceptance or rejection of such plans and specifications, including shop drawings, such plans and specifications shall be deemed approved by the DISTRICT. Approval of such plans and specifications shall not be unreasonably withheld. Once approved, the final plans and specifications shall be substituted for (and shall be identified as "Final Exhibit A") and shall replace as part of this Agreement the concept plan attached hereto and herein incorporated as Exhibit A.

5. VILLAGE Schedule of Construction. Notwithstanding any unforeseen circumstances, the VILLAGE shall adhere to the best of its ability to the construction schedule attached hereto and herein incorporated as Exhibit C. If deviation or revision of this schedule is necessary, the VILLAGE shall advise the DISTRICT of the same and the VILLAGE and the DISTRICT shall jointly accommodate any issues that may arise as a result of the deviation or revision in the schedule. Construction of the Public Improvements shall not commence until the DISTRICT is satisfied that the Village has provided sufficient assurance and security to reasonably guarantee the design, construction and completion of all public improvements according to the construction schedule. For illustration purposes only, sufficient security may include performance bonds posted by contractors, irrevocable letters of credit which can be drawn upon by both the Village and, if necessary, the DISTRICT, or any other legally permissible assurance or security agreed to by the Parties. Further, all contractors performing work on the Public Improvements shall warrant their work and such warranties shall extend to both the VILLAGE and the DISTRICT.

The DISTRICT shall designate a representative for the public improvements project. The DISTRICT representative shall be invited and permitted to attend and participate in all design, pre-construction and construction progress meetings and shall be permitted to observe the

construction work in progress during normal business hours. The DISTRICT shall be copied on all project-related correspondence.

6. **Demolition of Facilities Necessitated by the Approved Plans.** If it is necessary to demolish any DISTRICT facilities in order to fully implement the approved plans, the VILLAGE shall be responsible for the cost of such demolition/site preparation. It is agreed that the DISTRICT will be given reasonable notice which shall not be less than five (5) business days in advance of such action by the VILLAGE in the event the DISTRICT desires to salvage any fixtures from the site.

7. **Environmental Remediation of DISTRICT Property.** It is agreed by both parties that if during the construction of the Public Improvements, or at any time prior to such construction, the VILLAGE discovers environmental contamination or hazardous materials on the PARK, the VILLAGE shall handle and dispose of such materials pursuant to State law and at its own expense. The DISTRICT, as owner of the PARK, shall fully cooperate with the VILLAGE with regard to any environmental remediation. This includes, but is not limited to, execution of any documents regarding environmental remediation at the PARK.

8. **Access to PARK** The VILLAGE shall be permitted reasonable access to the PARK for the purpose of designing, constructing and maintaining the Public Improvements set forth in Section 2. Upon providing reasonable written notice, not less than five (5) business days, and receiving written permission from the DISTRICT, the VILLAGE shall also be permitted, upon the same notice and provision terms, to access the PARK for the purpose of performing soil borings and

other due diligence testing as may reasonably be required by the VILLAGE. It shall be the responsibility of the VILLAGE to repair any damage to the PARK resulting from such activity. Any such damage shall be repaired within 30 days or within a longer time frame as mutually agreed to by both the VILLAGE and the DISTRICT and shall be performed to the unilateral satisfaction and approval of the DISTRICT, such approval not being unreasonably withheld.

9. **VILLAGE to Maintain/Repair Stormwater Improvements.** The VILLAGE shall maintain the stormwater improvements constructed pursuant to Section 2. Maintenance shall be as set forth in the Wet Detention Pond Performance Standards attached hereto and herein incorporated as Exhibit D. Except for emergency situations, the VILLAGE shall provide no less than thirty (30) days advance written notice to the DISTRICT before beginning any work or maintenance on the basins. In the event of an emergency, if prior notice is not possible, the VILLAGE shall provide notice at the earliest reasonable opportunity. It is agreed that maintenance shall not include routine landscaping and lawn mowing. Any damage to the stormwater facilities shall be reported to the VILLAGE by the DISTRICT within a reasonable period of time after it is discovered by the DISTRICT after which the VILLAGE shall be provided a reasonable period of time to repair such.

10. **DISTRICT to Maintain/Repair Recreational Improvements.** The VILLAGE shall notify the DISTRICT in writing upon completion of the Recreational Improvements constructed pursuant to Section 2. Completion shall include providing the DISTRICT with all “as built” drawings, specifications, project manuals, shop drawings and operation manuals. The DISTRICT shall inspect the Recreational Improvements within thirty (30) days after the date of notification of completion by the VILLAGE and shall notify the VILLAGE in writing of any

defects or deficiencies. If the Recreational Improvements are determined to be acceptable at that time, the DISTRICT shall immediately accept all Recreational Improvements through the execution of a letter of acceptance, in a form acceptable to both Parties. If defects or deficiencies are discovered, The VILLAGE shall, within sixty (60) days of being notified of any such defect or deficiency, address or remedy such defects or deficiencies to the satisfaction of the DISTRICT and as detailed in the final plans and specifications attached hereto as Final Exhibit A . Once such defects or deficiencies are remedied or addressed and approved by the DISTRICT, the VILLAGE shall send a final notification of completion to the DISTRICT and the DISTRICT shall immediately accept all Recreational Improvements through the execution of a letter of acceptance, in a form acceptable to both Parties. The VILLAGE agrees to transfer, in writing, all warranties offered on all equipment and personal property installed as part of the Public Improvements and transferred to the DISTRICT herein.

Once such letter of acceptance has been executed by the DISTRICT, the DISTRICT shall own the Recreational Improvements and it shall be the responsibility of the DISTRICT to maintain and repair such Improvements.

11. Indemnity and Hold Harmless. The DISTRICT agrees that the VILLAGE shall not be liable for any injury or loss occurring by the public's use (or misuse) of the Public Improvements constructed by the VILLAGE and the DISTRICT agrees to indemnify and hold harmless the VILLAGE against any loss, damage, claim, demand, or lawsuit incurred as a result of any injury or loss occurring by the use of the Public Improvements constructed pursuant to this Agreement, except to the extent such loss, damage, claim, demand or lawsuit arises out of the direct or

indirect conduct, act or omission of the VILLAGE. THE VILLAGE agrees that the DISTRICT shall not be liable for any injury or loss occurring by the Public's use (or misuse) of the Public Improvements constructed by the VILLAGE and the VILLAGE agrees to indemnify and hold harmless the DISTRICT against any loss, damage, claim, demand, or lawsuit incurred as a result of any injury or loss occurring by the use of Public Improvements constructed pursuant to this Agreement, except to the extent such loss, damage, claim, demand or lawsuit arises out of the direct or indirect conduct, act or omission of the DISTRICT.

12. Subsequent Modifications to Area: If at any time after construction of any of the Public Improvements the DISTRICT desires to make modifications to existing facilities or install additional facilities on DISTRICT property for which the VILLAGE has been granted an easement under this Agreement, the DISTRICT shall provide the VILLAGE prior notice of such modification prior to any work being conducted. Similarly, if at any time after construction of any of the Public Improvements, the VILLAGE desires to make modifications to existing facilities or install additional facilities in the same area of the easement, notice shall be provided to the DISTRICT prior to any work being conducted . It is agreed by both Parties that neither the VILLAGE or the DISTRICT will construct or modify any improvements in a manner that will interfere with the operation or maintenance of the Public Improvements.

13. Insurance. At all times while this Agreement remains in effect, each party shall procure adequate insurance and or self-insurance to protect itself, its officers, employees and agents from

any liability for bodily injury, death, and property damage in connection with the improvements covered by this Agreement.

14. **Notices.** Any statement or writing to be presented to a party hereunder shall be so presented by personal delivery or by deposit in the United States mail, with postage properly prepaid, and properly addressed to the offices of the other party, as listed above, and shall be deemed presented on date of mailing.

15. **Invalidity.** If any section, paragraph, clause or provision of this Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

16. **Termination.** The VILLAGE may, in its sole discretion, and prior to the construction of any Public Improvements, declare this Agreement null and void by sending the appropriate notice hereunder. The DISTRICT may, in its sole discretion, and prior to the VILLAGE incurring the costs for the design of the Recreational Improvements, declare this Agreement null and void by sending the appropriate notice hereunder. The VILLAGE shall provide the DISTRICT written notification ten (10) days prior to the commencement of any design work on the Recreational Improvements. Furthermore, if the VILLAGE does not enter into an agreement for the construction of the Public Improvements within one year from the execution date of this Agreement the DISTRICT may declare this Agreement null and void by sending the appropriate notice hereunder or alternatively the Parties may agree to renegotiate the terms of this Agreement.

17. Entire Agreement. This Agreement represents the entire agreement between the parties. This Agreement shall inure to the benefit of all successors and assigns of the parties hereto. Any amendments hereto shall be made in writing and be signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized officers as of the day and year first above written.

DOWNERS GROVE PARK DISTRICT

President

ATTEST:

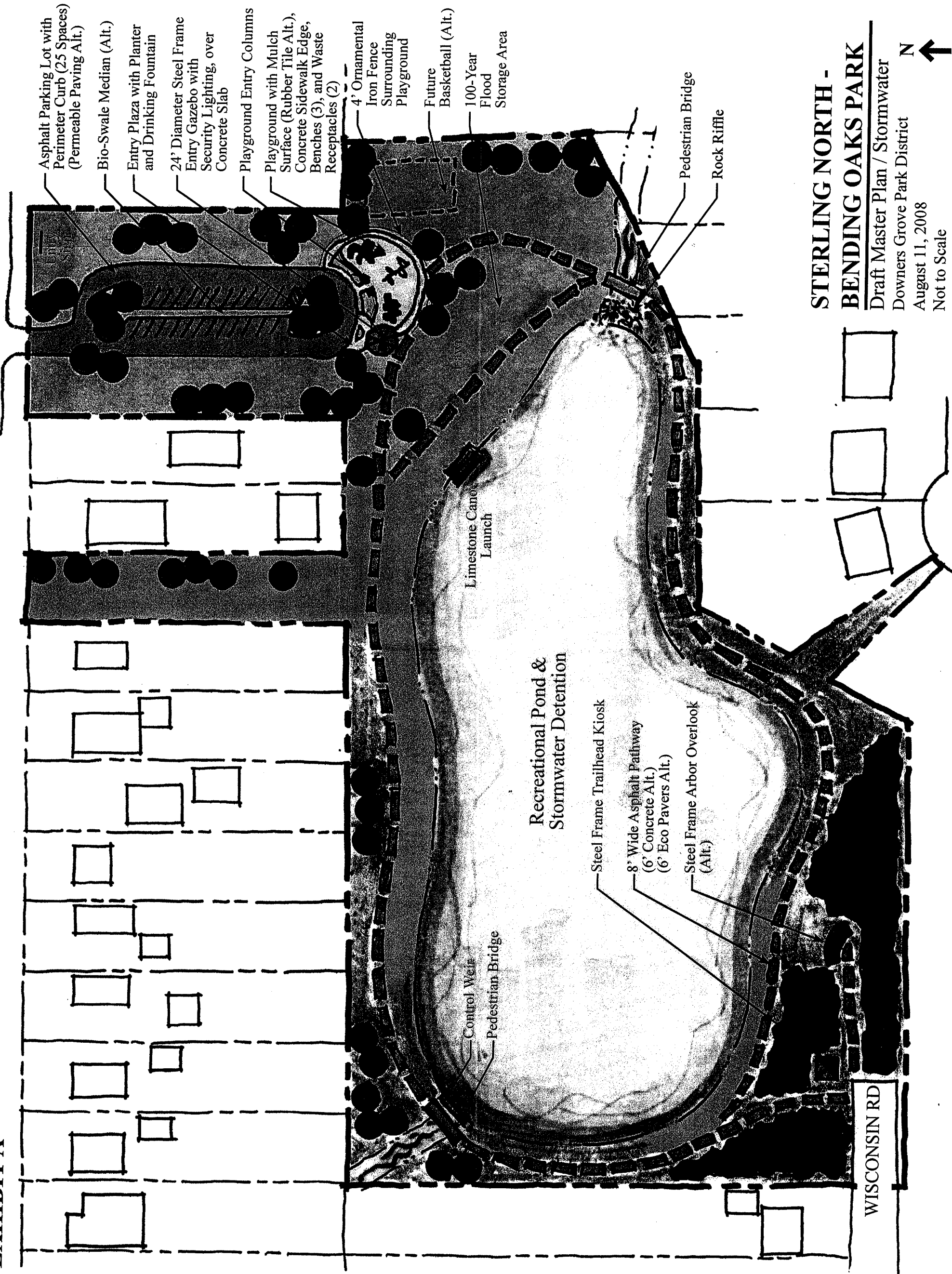
Clerk

VILLAGE OF DOWNERS GROVE

Mayor

ATTEST:

Village Clerk



- Asphalt Parking Lot with Perimeter Curb (25 Spaces) (Permeable Paving Alt.)
- Bio-Swale Median (Alt.)
- Entry Plaza with Planter and Drinking Fountain
- 24' Diameter Steel Frame Entry Gazebo with Security Lighting, over Concrete Slab
- Playground Entry Columns
- Playground with Mulch Surface (Rubber Tile Alt.), Concrete Sidewalk Edge, Benches (3), and Waste Receptacles (2)
- 4' Ornamental Iron Fence Surrounding Playground
- Future Basketball (Alt.)
- 100-Year Flood Storage Area

Recreational Pond & Stormwater Detention

Limestone Canoe Launch

Pedestrian Bridge
Rock Riffle

Steel Frame Trailhead Kiosk
8' Wide Asphalt Pathway (6' Concrete Alt.) (6' Eco Pavers Alt.)
Steel Frame Arbor Overlook (Alt.)

Control Weir
Pedestrian Bridge

STERLING NORTH - BENDING OAKS PARK

Draft Master Plan / Stormwater
Downers Grove Park District
August 11, 2008
Not to Scale



WISCONSIN RD

Sterling North / Bending Oaks Park - EXHIBIT A1

Cost Estimate for Exhibit A: Draft Master Plan / Stormwater

PROJECT ELEMENTS	Qty.	Unit.	Unit Price	Total
Erosion Control and Site Protection				
North & South - Village Scope	0	lf	\$35.00	\$0.00
Earthwork Cut and Fill				
Detention Area - Village Scope	0	cy	\$35.00	\$0.00
Parking Lot, Playground & Pathway Grading	985	cy	\$35.00	\$34,475.00
Pond Edge - Outcropping Stone	1	ls	\$175,000.00	\$175,000.00
Removals and Demolition				
Existing Trees - Village Scope	0	ea	\$1,650.00	\$0.00
General Clearing - Village Scope	0	ls	\$10,000.00	\$0.00
Utilities				
Water Service for Drinking Fountain	1	ls	\$18,425.00	\$18,425.00
Water Meter & Vault	1	ls	\$5,280.00	\$5,280.00
Electric Service for Shelter Security Light	1	ls	\$4,500.00	\$4,500.00
Stormwater Collection System				
12" Solid Pipe	220	lf	\$27.50	\$6,050.00
Catch Basins	2	ea	\$2,420.00	\$4,840.00
Outfall Structure	1	ls	\$3,080.00	\$3,080.00
Playground Draintile	200	lf	\$20.00	\$4,000.00
Pavement				
Parking Lot				
Asphalt Paving	1,690	sy	\$36.00	\$60,840.00
Perimeter Curb	1,260	lf	\$22.00	\$27,720.00
Parking Lot Stripping and HC Sign	1	ls	\$2,200.00	\$2,200.00
Circulation / Pathways				
Asphalt Perimeter Pathways	2,222	sy	\$36.00	\$79,992.00
Special Features & Site Furnishings				
Playground Shelter	1	ea	\$39,600.00	\$39,600.00
Shelter Pad	1	ls	\$6,180.00	\$6,180.00
Playground				
Play Equipment	1	ls	\$63,000.00	\$63,000.00
Safety Surface	3,280	sf	\$4.00	\$13,120.00
Ornamental Iron Fence	275	lf	\$88.00	\$24,200.00
Benches	3	ea	\$1,485.00	\$4,455.00
Pedestrian Bridge				
Pedestrian Bridge	2	ea	\$44,000.00	\$88,000.00
Interpretive Signage	2	ea	\$5,000.00	\$10,000.00
Drinking Fountain	1	ea	\$5,500.00	\$5,500.00
Trash Receptacles	2	ea	\$850.00	\$1,700.00

Sterling North / Bending Oaks Park - EXHIBIT A1

Cost Estimate for Exhibit A: Draft Master Plan / Stormwater

PROJECT ELEMENTS	Qty.	Unit.	Unit Price	Total
Site Landscaping				
Turf Restoration				
Turf Seed - Village Scope	0	sy	\$1.25	\$0.00
Native Plantings - Village Scope	0	alw.	\$25,000.00	\$0.00
Shade Trees	11	ea	\$665.00	\$7,315.00
Ornamental Trees	14	ea	\$600.00	\$8,400.00
Evergreen Trees	6	ea	\$650.00	\$3,900.00
Ledgerock at Creek	1	alw.	\$10,650.00	\$10,650.00
Park Signage	1	ea	\$5,000.00	\$5,000.00
Project Sub Total				\$717,422.00
Contingency				\$35,871.10
Total Base Bid				\$753,293.10

Project Alternates

Alternate #1: Additional Cost to install Bio-Swale plantings in parking lot median				\$16,000.00
Alternate #2: Additional Cost to upgrade parking lot paving to Permeable Paving				\$172,633.50
Alternate #3: Additional Cost to install half-court basketball w/ acrylic coating				\$13,000.00
Alternate #4: Additional Cost to install Overlook Arbor with concrete pad				\$21,230.00
Alternate #5: Additional Cost to upgrade asphalt pathways to Concrete Paving				\$47,508.00
Alternate #6: Additional Cost to upgrade asphalt pathways to Permeable Paving				\$150,258.00
Subtotal Alternates				\$420,629.50

Exhibit C
Development Schedule

Task	Target Completion Date
Prepare Final Engineering Plans	December 31, 2008
Award a Construction Contract	March 31, 2009
Commence Construction	April 30, 2009
Complete Construction	December 31, 2009

Memo

To: Todd Reese, Director of Parks

From: Roger Lockwood

Date: July 29, 2008

Revised: August 11, 2008

**Downers Grove Park District – Village Stormwater Improvements
Performance Criteria – Wet Pond**

Wet Pond Design Guidelines

1. Size
 - a. A 1 acre minimum surface area.
2. Depth
 - a. Minimum depth of 15' over 25% of the pond surface area for fish over wintering.
 - b. Average depth of 8' to control vegetation.
 - c. Sediment fore bay or other measure to collect inflowing sediment, with provision for maintenance access.
3. Open Water
 - a. A maximum of 25% of the normal water level area to be covered with dense vegetation. This is to preserve dissolved oxygen levels and aesthetics. A planting plan should be developed with operation and maintenance provisions.
4. Shoreline Treatment
 - a. 5:1 maximum slopes leading down to the waters edge.
 - b. Hard/armored shoreline locations to prevent wave erosion and provide access to the water.
 - c. Plan perimeter access for maintenance equipment.
5. Inflow/Outflow Structures
 - a. Stable against erosion.
 - b. Inflow design to keep trash from entering the pond.
 - c. Adjustable inflow and outflow water levels. Winter drawdown capability.
 - d. Inflow cascade for aeration and aesthetics.
 - e. Ability to withstand peak 100-year flow conditions without damage.
6. Future Dredge Operations
 - a. Provide access for dredge equipment.
 - b. Provide area suitable for temporary dredge spoil placement.

Wet Pond Performance Standards and Observation

The Village shall record the following observations and provide them to the District. If corrective measures are necessary the Village shall develop a plan with time frame for completion, obtain District concurrence, and implement the plan. All disturbed upland park areas shall be restored to pre-dredging conditions by the Village.

1. Depth
 - a. Beginning in 2009 and at 3 year intervals, the depth of the pond from normal water level to the sediment level is to be measured and recorded by the Village. Measurements should include 2 roughly perpendicular cross sections approximately centered across the pond. Landmarks shall be documented to identify the section locations allowing repeat measurements at nearly the same locations. The average depth of each section shall be calculated by the total wetted area divided by original water surface width. Should the average depth be less than 6' at either cross section the pond shall be dredged to a minimum average 8' depth by the Village within 2 years.
2. Open Water
 - a. Beginning in 2009 and at 3 year intervals, the ratio of dense emergent vegetation area to open water area is to be measured and recorded by the Village. If the ratio exceeds 30% the vegetation shall be removed within 1 year by the Village to achieve a maximum 25% ratio.
3. Shoreline Treatment
 - a. The Village shall make annual pond shoreline observations in June and record instances of erosion or slope sloughing along the waterline. Also, any hard armored shoreline structure failure or displacement shall be recorded.
4. Inflow/Outflow Structures
 - a. The Village shall make quarterly observations in June of all water control structures and will record instances of debris accumulation erosion, displacement, or damage
 - b. The Village shall make monthly observations for debris accumulation and after a 1" rainfall event at the pond inflow and outflow structures. Debris removal is to be completed immediately.
5. Aquatic, Wetland, and Terrestrial Plant Management
 - a. The Village shall monitor and manage the pond aquatic, wetland, and terrestrial plant areas in accordance with the Operations and Management Plan developed for the plantings.

**This instrument
prepared by and
after recording return to:**

Robert K. Bush
Ancel, Glink, Diamond, Bush,
DiCianni & Krafthefer, P.C.
140 South Dearborn Street, 6th Floor
Chicago, IL 60603

STORMWATER EASEMENT AGREEMENT

THIS AGREEMENT, dated as of this ____ day of _____, 2008, by and between the **VILLAGE OF DOWNERS GROVE**, an Illinois municipal corporation, with offices at 801 Burlington Avenue, Downers Grove, Illinois ("**Municipality**") and the **DOWNERS GROVE PARK DISTRICT**, an Illinois municipal corporation, with offices at 2455 Warrenville Road, Downers Grove, Illinois ("**Owner**");

RECITALS:

A. Owner is the legal owner of record of real property commonly known as Sterling North Park and Bending Oaks Park, located at a common address of 1931 Curtiss in the Village of Downers Grove, County of DuPage, and State of Illinois, which real property is legally described in Exhibit A to this Easement Agreement ("**Property**"); and

B. The Municipality desires to locate storm water and recreation improvements, set forth on Exhibit B and specifically entailing a wet-bottom detention facility and certain recreational improvements ("**Improvements**"), in, upon, over, under, through, along, and across a portion of the Property, in the location described in Exhibit B, and as legally described in Exhibit C (referred to as "**Easement Premises**"); and

C. The parties desire to formalize in a written easement agreement the rights and responsibilities of both parties regarding the Easement Premises; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth in this Agreement and the terms and conditions set forth in the related Intergovernmental Agreement between the parties on this easement and other good and valuable consideration paid by the Municipality to Owner, the parties mutually agree as follows:

Section 1: Grant of Easement. Owner hereby grants, conveys, warrants, and dedicates to the Municipality, its successors and assigns, a perpetual easement and right of way to survey, construct, reconstruct, lay, use, own, operate, maintain, test, inspect, repair, replace, enlarge, renew, alter, remove, or abandon in place (these activities are collectively referred to as "**Installation**") the Improvements, described on Exhibit B, of a size, material, and number, and with all attachments, equipment, and appurtenances as the Municipality deems necessary or desirable for its needs (the equipment and appurtenances are collectively be referred to as the "**Facilities**"),

subject to the terms and conditions set forth in this Agreement, in, upon, over, under, through, along, and across the Easement Premises, together with all reasonable rights of ingress and egress over, along, upon, and across the Easement Premises and any adjoining lands of Owner necessary for the exercise of the rights herein granted.

Section 2: Grant of Temporary Construction Easement. Owner hereby further grants, conveys, warrants, and dedicates to the Municipality a temporary construction easement for the Installation of the Facilities over, along, upon, and across the real property legally described in Exhibit D attached hereto and by this reference incorporated herein and made a part hereof ("**Temporary Easement Premises**"). The Temporary Easement Premises shall be used by the Municipality only during periods of actual Installation activities and for any necessary restoration of the Easement Premises.

Section 3: Installation. The Municipality agrees that the Installation of the Facilities will be done and completed in a good and workmanlike manner, all at the sole expense of the Municipality.

Section 4: Restoration. Upon completion of any Installation activity by the Municipality, its authorized agents, servants, employees, or contractors, the Municipality agrees to (a) replace and grade all topsoil removed by the Municipality; (b) restore all fences, roads, plantings, landscaping, and improvements as nearly as practicable to the condition immediately preceding the Installation if damaged or removed by the Municipality as a direct result of the Installation; (c) replace any and all sod removed by the Municipality with sod of like quality; and (d) replace any and all natural grass removed by the Municipality by seeding with a good quality seed.

Section 5: Hold Harmless. The Municipality agrees to save and hold Owner harmless from all claims, causes of action, suits, damages, or demands that arise directly from the negligence of the Municipality or its authorized agents, servants, employees, or contractors in the Installation of the Facilities on the Easement Premises and/or Temporary Easement Premises.

Section 6: Reservation of Rights. Owner reserves the right to use the Easement Premises, Temporary Easement Premises, and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Municipality of the rights granted in this Agreement; provided, however, that Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises and Temporary Easement Premises, nor permit the Easement Premises and Temporary Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Municipality.

Section 7: Further Assurances. Owner hereby represents and warrants that it will take all necessary action so that the easements contemplated by this Agreement are released from all liens, including but not limited to, the lien of all mortgages, mechanics' lien claims, security agreements, assignments of rents and leases, and will execute all documents that are reasonably necessary to perfect the Municipality's right, title, and interest in the Easement Premises and Temporary Easement Premises.

Section 8: Covenants Running with the Land. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, will be recorded against the Easement Premises, and will be binding upon and inure to the benefit of Owner and the Municipality and their respective heirs, executors,

administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, Temporary Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then those easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

Section 9: Notices. All notices and other communications in connection with this Agreement must be in writing and will be deemed delivered to the addressee (a) when delivered in person and receipted for on a business day at the address set forth below; (b) on the fifth business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below; (c) when delivered to the address listed below by any courier service; (d) on the date of transmission, if transmitted by facsimile at the facsimile number listed below and deposited in the U.S. mail on the same day for delivery to the address listed below:

To Owner:

Downers Grove Park District
Attn: Administrator
2455 Warrenville Road
Downers Grove, IL 60515

To the Municipality:

Village of Downers Grove
Attn: Village Manager
801 Burlington Avenue
Downers Grove, IL 60515

with a copy to:

Ancel, Glink, Diamond, Bush DiCianni & Krafthefer, P.C.
140 South Dearborn Street, 6th Floor
Chicago, IL 60603
Attention: Robert K. Bush
Fax: 312-782-0943

Section 10: Assignment of Rights. Owner agrees that the Municipality may assign its rights or delegate its duties under this Agreement, in whole or in part, without the consent of Owner.

Section 11: Amendment. This Agreement may be modified, amended, or annulled only by the written agreement of Owner and the Municipality.

Section 12: Survival. All representations and warranties contained in this Agreement will survive the execution of this Agreement and its recordation and will not be merged.

IN WITNESS WHEREOF, the parties have executed or have caused this Agreement to be executed by their proper officers duly authorized to execute this Agreement.

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the Mayor of the Municipality, and _____, personally known to me to be the Clerk of the Municipality, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the Mayor and Clerk of the Municipality, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Municipality for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2008.

Notary Public

My commission expires: _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the persons who executed this agreement, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2008.

Notary Public

My Commission Expires: _____

(SEAL)

Exhibit A

Legal Description of the Property

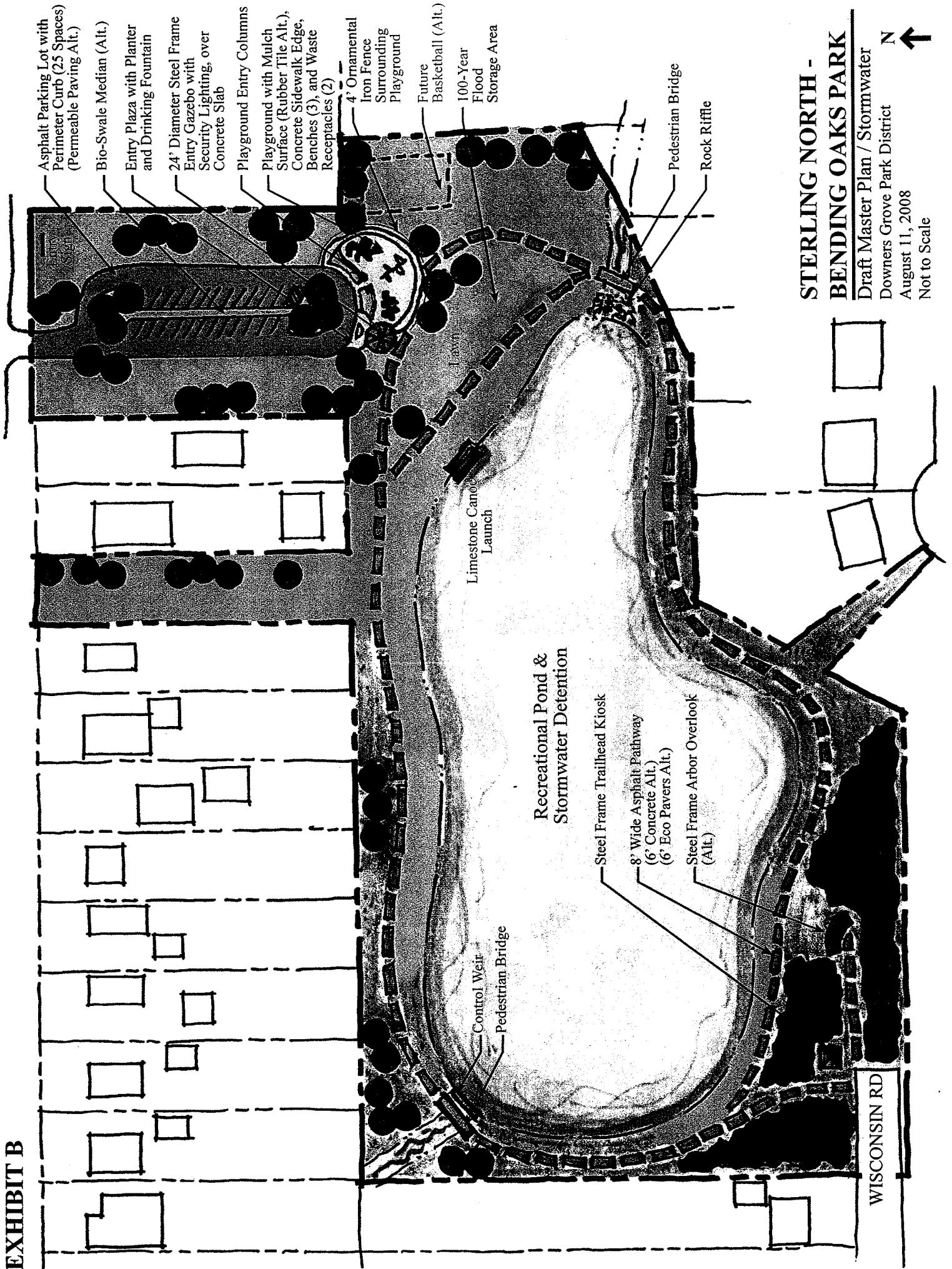
A PART OF LOTS 5 AND 6 OF THE ASSESSMENT PLAT OF A PART OF THE A.C. DUCAT ESTATE, SAID LOT 5 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SAID LOT 6 BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6 ON THE CENTERLINE OF THE BELMONT ROAD; THENCE NORTH 88 DEGREES 26 MINUTES EAST 947.3 FEET ALONG THE SOUTH LINE OF SAID LOT 6; THENCE NORTHERLY 178.5 FEET PARALLEL WITH THE TOWNSHIP LINE; THENCE NORTH 88 DEGREES 26 MINUTES EAST 426.5 FEET TO A POINT ON THE TOWNSHIP LINE 178.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 65 DEGREES EAST 218 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 5 TO A STAKE SET IN THE LINE; THENCE NORTHERLY 213.32 FEET PARALLEL WITH THE TOWNSHIP LINE; THENCE SOUTH 88 DEGREES 26 MINUTES WEST 200 FEET TO THE TOWNSHIP LINE; THENCE CONTINUING SOUTH 88 DEGREES 26 MINUTES WEST 700 FEET; THENCE SOUTHERLY PARALLEL WITH THE TOWNSHIP LINE 458.5 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES WEST 673.8 FEET TO THE CENTER OF THE BELMONT ROAD; THENCE SOUTHERLY ALONG THE CENTER OF THE BELMONT ROAD 20 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

ALSO,

LOTS 13, 14, 15 AND 18 IN BLOCK 4 IN ARTHUR T. MCINTOSH'S HIGHWOOD ADDITION TO BELMONT, IN SECTION 7, TOWNSHIP 38 NORTH, RANGE 11 AND SECTION 12 TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

LOT 14 IN BENDING OAKS NORTH, BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1988, AS DOCUMENT R88-068661 IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B



Asphalt Parking Lot with Perimeter Curb (25 Spaces) (Permeable Paving Alt.)

Bio-Swale Median (Alt.)

Entry Plaza with Planter and Drinking Fountain

24' Diameter Steel Frame Entry Gazebo with Security Lighting, over Concrete Slab

Playground Entry Columns

Playground with Mulch Surface (Rubber Tile Alt.), Concrete Sidewalk Edge, Benches (3), and Waste Receptacles (2)

4' Ornamental Iron Fence Surrounding Playground

Future Basketball (Alt.)

100-Year Flood Storage Area

Pedestrian Bridge
Rock Riffle

Limestone Canoe Launch

Recreational Pond & Stormwater Detention

Steel Frame Trailhead Kiosk

8' Wide Asphalt Pathway (6' Concrete Alt.)
6' Eco Pavers Alt.)

Steel Frame Arbor Overlook (Alt.)

Control Weir
Pedestrian Bridge

**STERLING NORTH -
BENDING OAKS PARK**

Draft Master Plan / Stormwater

Downers Grove Park District

August 11, 2008

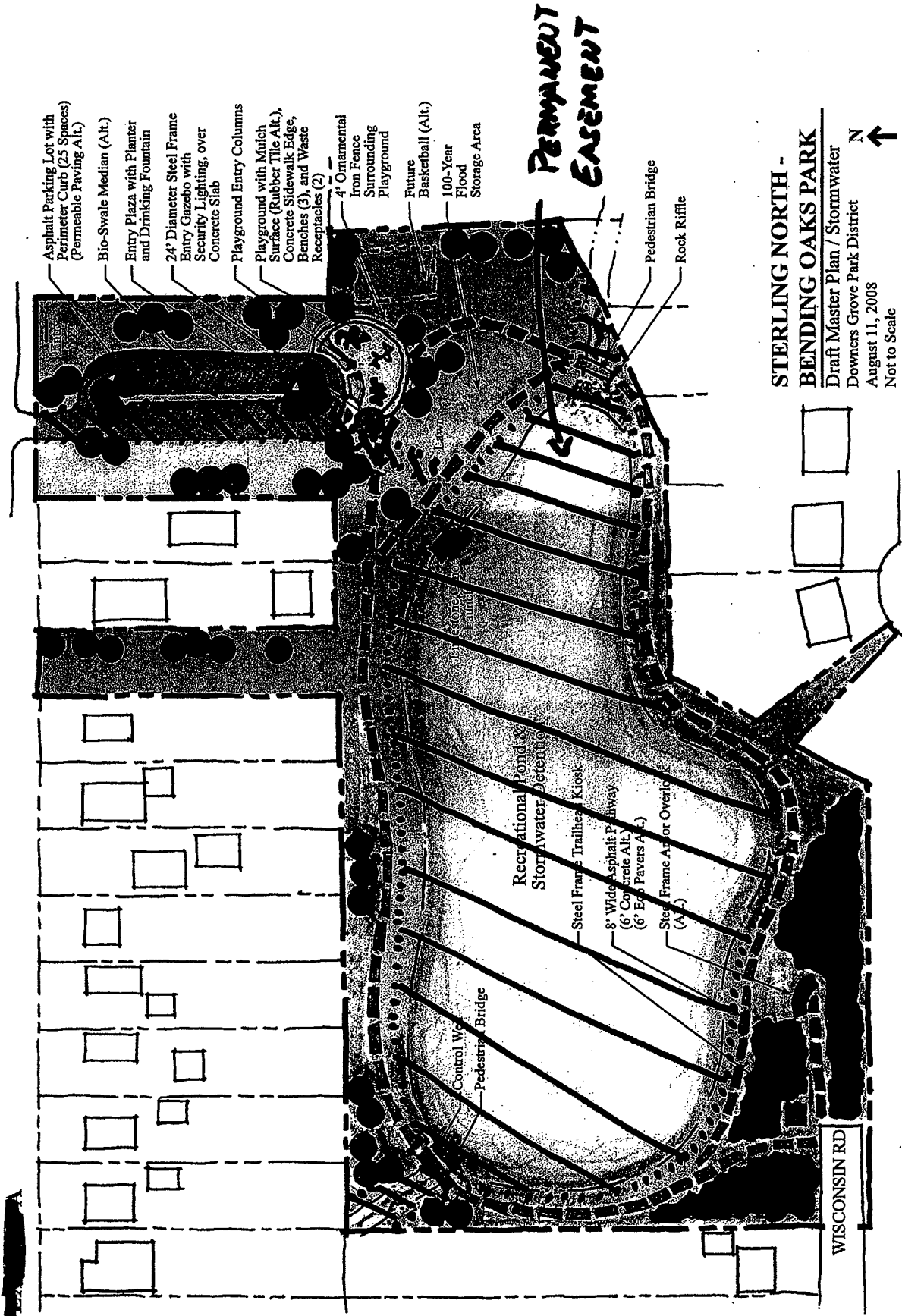
Not to Scale

WISCONSIN RD



TEMPORARY EXHIBIT C

Village preparing legal description of permanent easement area.
 Legal description to replace this concept when finalized.



STERLING NORTH -
 BENDING OAKS PARK
 Draft Master Plan / Stormwater
 Downers Grove Park District
 August 11, 2008
 Not to Scale

Exhibit D

Legal Description of the Temporary Easement Premises

A PART OF LOTS 5 AND 6 OF THE ASSESSMENT PLAT OF A PART OF THE A.C. DUCAT ESTATE, SAID LOT 5 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SAID LOT 6 BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6 ON THE CENTERLINE OF THE BELMONT ROAD; THENCE NORTH 88 DEGREES 26 MINUTES EAST 947.3 FEET ALONG THE SOUTH LINE OF SAID LOT 6; THENCE NORTHERLY 178.5 FEET PARALLEL WITH THE TOWNSHIP LINE; THENCE NORTH 88 DEGREES 26 MINUTES EAST 426.5 FEET TO A POINT ON THE TOWNSHIP LINE 178.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 65 DEGREES EAST 218 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 5 TO A STAKE SET IN THE LINE; THENCE NORTHERLY 213.32 FEET PARALLEL WITH THE TOWNSHIP LINE; THENCE SOUTH 88 DEGREES 26 MINUTES WEST 200 FEET TO THE TOWNSHIP LINE; THENCE CONTINUING SOUTH 88 DEGREES 26 MINUTES WEST 700 FEET; THENCE SOUTHERLY PARALLEL WITH THE TOWNSHIP LINE 458.5 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES WEST 673.8 FEET TO THE CENTER OF THE BELMONT ROAD; THENCE SOUTHERLY ALONG THE CENTER OF THE BELMONT ROAD 20 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

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