

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**10/16/2018**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
IGA with Sanitary District, Assignment of Easements, Assignment of road leases to the Sanitary District relating to sanitary sewer facilities	Enza Petrarca Village Attorney

**SYNOPSIS**

Resolutions have been prepared to authorize execution of the following:

- Intergovernmental Agreement with the Downers Grove Sanitary District for the conveyance of the Northwest Territory and South Service Area sanitary sewer systems;
- Assignment of Easements to the Sanitary District for sanitary sewer purposes;
- Consent of ComEd to Assignment of Road Lease by the Village to the Sanitary District;
- Assignment of University of Illinois Agreement by the Village to the Sanitary District.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2017-2019 identify *Steward of Financial, Environmental and Neighborhood Sustainability* and *Top Quality Infrastructure*.

**FISCAL IMPACT**

The Village currently pays approximately \$133.00 per year to ComEd for the use of its road to access the Northwest Territory lift station. Upon conveyance of the systems to the Sanitary District, the Village will no longer have this expense.

**RECOMMENDATION**

Approval on the October 16, 2018 consent agenda.

**BACKGROUND**

In the 1960's, the Village agreed to construct sanitary sewers and lift stations on property generally north of I-88 and west of Finley Road (the Northwest Territory) and generally south of 63<sup>rd</sup> Street, east of I-355, north of 75<sup>th</sup> Street and west of Main Street (South Service Area) to facilitate development and annexation. The Village financed the cost of the improvements in the Northwest Territory through the issuance of revenue bonds. As a condition of these bonds it was necessary that the Village retain ownership of all the financed improvements. The Village financed the South Service Area improvements with available funds, but still retained ownership of these facilities. Although owned by the Village, the Sanitary District agreed to maintain and operate the facilities in both areas.

As part of the extension of facilities in the Northwest Territory, a lift station was constructed on property which was purchased by the Village. The Village owns this lift station. This property lacked access to a

public road. To gain access, the Village entered into lease agreements with both the University of Illinois and Commonwealth Edison, intervening property owners, for a gravel access road.

All expenses have been recouped and bonds have been paid off. The Sanitary District is requesting to have the property, lift station and all sanitary sewer facilities conveyed to it. It is unnecessary for the Village to retain ownership of any sanitary sewer facilities as the District currently operates and maintains the facilities. Additionally, the Village will assign its interests in the road access agreements to the Sanitary District. The University of Illinois agreement has language allowing this assignment, but a Consent of Landlord needs to be executed for the ComEd agreement.

## **ATTACHMENTS**

Resolutions

Intergovernmental Agreement

Assignment of Easements

Consent of ComEd to Assignment

Assignment of University of Illinois agreement

## RESOLUTION NO. \_\_\_\_

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE DOWNERS GROVE SANITARY DISTRICT AND  
THE VILLAGE OF DOWNERS GROVE  
PROVIDING FOR THE CONVEYANCE OF THE NORTHWEST  
TERRITORY AND SOUTH SERVICE AREA SANITARY SEWER SYSTEMS**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Intergovernmental Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and the Downers Grove Sanitary District (the "District"), for the conveyance of the Northwest Territory and South Service Area Sanitary Sewer Systems, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
DOWNERS GROVE SANITARY DISTRICT AND THE VILLAGE OF  
DOWNERS GROVE PROVIDING FOR THE CONVEYANCE OF THE NORTHWEST  
TERRITORY AND SOUTH SERVICE AREA SANITARY SEWER SYSTEMS**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2018, is entered into by and between the DOWNERS GROVE SANITARY DISTRICT, a sanitary district created and existing under the laws of the State of Illinois, (hereinafter referred to as the "District"), and the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation, (hereinafter referred to as the "Village").

WHEREAS, the Village and the District entered into an Agreement dated March 19, 1968, amended by an Agreement dated March 21, 1972, superseded by an Agreement dated August 1, 1973, which was amended by an Agreement dated January 15, 1980, to provide for construction and maintenance of a sanitary sewer system in what is described as the Northwest Territory (copies of the Agreements are attached hereto as Group Exhibit "A"); and

WHEREAS, the Village and the District entered into an Agreement dated October 23, 1972, and an Amendment to that Agreement dated January 15, 1980, wherein the Village agreed to construct the sanitary sewer system and facilities within what is described as the South Service Area (copies of the Agreements are attached hereto as Group Exhibit "B"); and

WHEREAS, the Village caused the sanitary sewer systems described above to be constructed, including installation of various equipment and facilities within or upon certain real estate (hereinafter collectively referred to as the "Systems"); and

WHEREAS, in the Agreements, the District is solely responsible for repair and maintenance of the Systems constructed by the Village, but the Systems remain the property of the Village and are referred to as the Village Systems; and

WHEREAS, the Village previously assessed a sanitary sewer surcharge on water service to properties within the Northwest Territory and the South Service Area to recapture the costs of constructing the Systems in each area; and

WHEREAS, it was contemplated by the above-described Agreements and the Downers Grove Municipal Code that the equipment and property of the Systems remain the property of the Village until all costs were recaptured through the sanitary sewer surcharge; and

WHEREAS, the Northwest Territory Agreement expired August 1, 1993, and the South Service Area Agreement expired October 23, 1992; and

WHEREAS, the Village and the District desire to enter into this Agreement to convey the equipment and the property of the Systems in the Northwest Territory and the South Service Area to the District;

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the District and the Village formally covenant, agree, and bind themselves as follows:

1. The above-stated Recitals are hereby incorporated as though fully set forth herein.
2. The Village grants and conveys by way of quitclaim to the District, and the District shall accept, all interest or rights of the Village, if any, in the equipment and facilities of the Systems, including but not limited to sanitary sewer trunk lines, force mains, pipes, lift stations, pumping facilities, grit removal facilities, and all other sanitary sewer apparatus or facilities located in the Northwest Territory and the South Service Area as shown on Exhibits C and D, which are attached hereto and incorporated herein. The Village shall have no further ownership interest in the Systems, including any sanitary sewer line, main, pipe, lift station, or facility located in either the Northwest Territory or the South Service Area.
3. Except as otherwise provided herein, the Village shall convey by way of quitclaim to the District, and the District shall accept, the rights, easement, or other interests, if any, of the Village in the real estate upon or within which the Systems are located. This conveyance shall be completed with the execution of this Agreement and shall be limited to the interest, if any, of the Village in the real estate. The Village may retain easements for other purposes which are not inconsistent with the use of the property for the Systems. The conveyance documents, which include an assignment of easements and a quitclaim deed, shall be in the form shown in the documents attached hereto as Group Exhibit E.

4. The District shall cause the quit claim deed and the agreement assigning the sanitary sewer easements to be filed in the DuPage County Recorder of Deeds Office at its sole expense.

5. The District shall execute road lease agreements with Commonwealth Edison and the University of Illinois for use of their respective private roads accessing the property in the Northwest Territory on which a sanitary sewer lift station is located (PIN 05-36-400-012).

6. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

Downers Grove Sanitary District

By: \_\_\_\_\_  
General Manager

Attest: \_\_\_\_\_  
Assistant Clerk

Village of Downers Grove

By: \_\_\_\_\_  
Martin Tully, Mayor

Attest: \_\_\_\_\_  
Village Clerk

3/7/68

AGREEMENT*D. G. Sanitary Agreement  
A. O. P. H. L.*

THIS AGREEMENT, made this 19<sup>th</sup> day of March, 1968, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter called the "Village"), and the Downers Grove Sanitary District, a body politic and corporate under the laws of the State of Illinois (hereinafter called the "Sanitary District"),

## WITNESSETH:

WHEREAS, the Sanitary District owns and operates sanitary sewer facilities, including sewage treatment facilities, serving the municipal area of the Village as constituted prior to the annexation of certain additional territory situated within the Service Area (hereinafter defined); and

WHEREAS, the Village proposes to render sanitary sewerage service in the Service Area, and the Service Area is not presently included within the corporate limits of the Sanitary District, and the Village desires to have sewage treatment service made available to the Service Area and to have certain other services in connection with the operation of its sanitary sewerage system, all as hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Village and the Sanitary District hereby agree as follows:

Section 1. Sewage Disposal Service. (a) Subject to the provisions hereof, the Sanitary District shall at all times during the term hereof accept and receive into facilities

owned or operated by the Sanitary District all the sewage and acceptable wastes from the area (hereinafter referred to as the "Service Area") which is from time to time included within the corporate limits of the Village and situated within the territory depicted on the map thereof attached as Exhibit A hereto, and the Sanitary District shall provide such sanitary treatment and disposal as may be required by law (hereinafter referred to as the "Sewage Disposal Service") for all such sewage and acceptable wastes from the Service Area. The Sanitary District shall have the sole responsibility to apply for and obtain from the State of Illinois, Division of Waterways, and from the Illinois State Sanitary Water Board, all approvals, licenses and permits required for the Sewage Disposal Service and for the construction and operation of all sanitary sewage treatment facilities in connection therewith. During the term of this Agreement the Village will not provide any sewage treatment or disposal service for the Service Area, and will cause all sewage and wastes from the Service Area to be delivered to the Sanitary District at the connection point or points hereinafter specified, except that (i) the Village may permit septic systems in the Service Area, where local sewers are not available, subject to the usual and customary approvals and authorizations heretofore required in accordance with the existing ordinances of the Village, and (ii) the Village or the owner or owners of the property in the Service Area may construct, maintain and operate such pre-treatment facilities as may be necessary or desirable in order to exclude unacceptable wastes from the Sanitary District facilities.



(b) Notwithstanding any other provision hereof to the contrary, the obligation of the Sanitary District to render Sewage Disposal Service shall be limited to a population equivalent of 20,000 persons, determined in accordance with generally accepted engineering standards, and the Sanitary District will at its own expense expand its sewage treatment facilities so as to meet the treatment requirements of the Service Area without interruption as the property therein is improved and developed, subject to said 20,000 person limitation. In the event that the reasonably anticipated sanitary sewage disposal requirements of the Service Area shall appear to exceed a population equivalent of 20,000 persons, the Village and the Sanitary District will negotiate in good faith with a view toward providing the additional required sanitary sewage treatment capacity to the Sanitary District plant, and financing therefor.

Section 2. Service Area Collection System. (a) The sanitary sewage collection system (hereinafter referred to as the "Village System") within the Service Area shall be constructed in accordance with plans and specifications conforming to the requirements of the Sanitary District's standard specifications for such construction. All such construction and all facilities to be connected to the Village System must be approved by the Sanitary District prior to connection thereof to the Sanitary District's presently existing facilities or to the Village System. For such purpose, the Sanitary District will inspect such construction work on the Village System from time to time, and will supervise the final

testing of all sewers in the Service Area before connection thereof to the Sanitary District's presently existing system or to the Village System. The Sanitary District will waive any inspection fee or other charge in connection with sewerage lines or facilities constructed by the Village. The Village system up to the point or points of connection with the Sanitary District System and the facilities referred to in Section 6 shall remain the property of the Village.

(b) The Village System shall be constructed so as to conduct sewage and wastes from the Service Area to a suitable point or points of connection to the Sanitary District's facilities. Each such point of connection shall be determined by the Village, subject to the approval of the Sanitary District, which approval shall not be unreasonably withheld.

(c) It shall be the obligation of the Village to install a meter or other measuring device approved by the Sanitary District for measuring the quantity of sewage and other wastes at each such point of connection or such other locations as the parties may hereafter agree upon in writing. The Sanitary District shall provide for periodic reading of such meters and shall periodically (and at least as often as once each year) cause tests to be made and the necessary maintenance to be performed in order to determine and maintain the accuracy of the measurements made thereby. From time to time throughout the term of this Agreement, the Village shall have the right to inspect and test the accuracy of each such meter or other measuring device or to engage independent

consulting or testing specialists of recognized standing to conduct such tests; any inaccuracy or other malfunction of such meters or other measuring devices may be verified by the Sanitary District, and any such inaccuracy or other malfunction of any such meter or other measuring device amounting to 5% or more of the actual quantity of sewage and other wastes passing through such point of connection shall be corrected by the Sanitary District, with an appropriate adjustment in incorrect meter readings to be made pursuant to the provisions of Section 4.

(d) It shall be the obligation of the Sanitary District to install a meter or other measuring device approved by the Village for measuring the quantity of sewage and other wastes at any point of connection of the Sanitary District's sewerage system with the Village system which is upstream from any of the meters or other measuring devices referred to in Section 2(c). Any such meter or other measuring device shall be subject to the provisions of Section 2(c) relating to periodic reading, testing, inspection, accuracy, correction and adjustment thereof.

Section 3. Sewerage, Maintenance and Operation Service. Except as herein expressly provided to the contrary, commencing with the approval by the Sanitary District of the connection of the Village System, or any part thereof, to the Sanitary District's System under Section 2(a), the Sanitary District at its sole expense shall maintain and operate the Village System, or such parts thereof as may from time to time be approved by the Sanitary District under Section 2(a),

including all operation thereof, maintenance, repairs, replacements, restoration, preventive maintenance and other work which would normally be required in order to preserve the Village System in the Service Area in good condition and working order; provided, however, that the Sanitary District shall not be responsible for any defective material or workmanship occurring within the normal one-year warranty period following construction and acceptance as set forth in the Sanitary District's standard specifications. Notwithstanding any other provision herein to the contrary, in the event that the Village shall determine that any repair, replacement, or restoration work on any portion of the Village System is necessary or desirable in order to avoid or minimize excess infiltration into the Village System, the Village shall give notice to the Sanitary District of such determination, providing sufficient supporting engineering data for the Sanitary District to verify the determination made by the Village; if the Sanitary District shall not undertake to make such repairs within 90 days after receipt of such written notice, the Village shall have the right, at its expense, to cause such work to be completed and to deduct the cost thereof from charges payable under Section 4 hereof.

Section 4. Charges. For furnishing the sewerage maintenance and operation service under Section 3, and Sewage Disposal Service under Section 1, and for the performance of all other obligations of the Sanitary District under the provisions of this Agreement, the Village covenants to pay to the Sanitary District, out of revenues of the Village's combined

waterworks and sewerage system, charges determined in accordance with the following provisions:

- (a) Connection charges payable from time to time as actual connections to the Village System are made by property owners in the Service Area, such connection charges to be computed in accordance with the Sanitary District's standard schedule thereof, uniformly applicable throughout the Sanitary District, as the same may be amended and in force from time to time.
- (b) Sewage Treatment Charges at a rate determined annually as of May 1 each year for each 1000 gallons of sewage and other wastes from the Service Area passing through the point or points of connection established pursuant to Section 2(b), which rate shall be the actual average cost of treatment per 1000 gallons of raw sewage actually incurred by the Sanitary District during its next preceding fiscal year. Such actual average cost shall be determined on the basis of:
  - (i) The Sanitary District's regular annual audit, prepared by a firm of independent certified public accountants of recognized standing in accordance with generally accepted public utility accounting practices applied on a basis consistent with prior

years, and such actual average cost shall include costs and expenses incurred by the Sanitary District for operation and maintenance of its sewerage and sewage treatment facilities, and administrative expense (including expenditures of the type heretofore accounted for under the Sanitary District's accounts entitled: Administrative Salaries, Office Expense, Insurance, Salaries and Wages for Treatment Plant Operations and Operation of Sewer System, Operation and Maintenance of Treatment Plant and Pumping Stations and Sewer System, Motor Vehicle Expenditures, Professional Services, and Contributions to Employees' Pensions) but shall exclude all expenditures related to debt service, depreciation or reserves for capital expenditures, and similar items which would not be treated as operating expenses under generally accepted public utility accounting practices (including expenditures heretofore accounted for under the Sanitary District's accounts entitled: Additions and Improvements to Treatment Plant and Sewer System, Public Benefits Paid, Bonds Retired, Coupons Paid, and Paying Agents' Fees); and (ii) the total number of gallons of

effluent treated during such fiscal year at the Sanitary District's treatment plant, as shown by the daily flow records for such plant which are filed by the Sanitary District with the Illinois Sanitary Water Board, or other similar official records of the Sanitary District. As soon as practicable after the close of each of its fiscal years, the Sanitary District shall deliver to the Village a copy of the Sanitary District's regular annual audit and a certificate of the Manager of the Sanitary District certifying the total number of gallons treated during such fiscal year as determined from the records hereinabove specified. Pending delivery of such audit and certificate, charges under this Section 4(b) shall temporarily continue to be computed at the rate in effect for the preceding fiscal year, subject to recomputation and appropriate adjustment between the Village and the Sanitary District, which shall be made as soon as practicable after delivery of such audit and certificate. The correctness of such audit and certificate may be verified by the Village, and for such purpose, the Village and its authorized accountants, engineers, attorneys and other representatives

may examine and make copies of any books or records of the Sanitary District, and all such books and records shall upon request be made available to the Village for examination and/or copying at the office of the Sanitary District at any time during regular business hours of the Sanitary District.

- (c) A surcharge equal to 4¢ for each 1,000 gallons of sewage and other wastes from the Service Area passing through the points of connection established pursuant to Section 2(b).
- (d) For the purpose of any computation under Section 4(b) or Section 4(c), the number of gallons of sewage and other wastes from the Service Area passing through the point or points of connection established pursuant to Section 2(b) shall be the excess of the quantities shown by readings made from all meters or other measuring devices referred to in Section 2(c) over the quantities shown by the readings from all meters or other measuring devices referred to in Section 2(d). If at any time the Sanitary District or the Village shall determine that any meter or measuring device referred to in Section 2 has registered the quantity



of sewage and other wastes received by the Sanitary District inaccurately for any billing period, then the Sanitary District or the Village may, by written notice, direct that the amount of charges for the then current billing period shall be determined by taking an average of the twelve consecutive readings of such inaccurate meter or measuring device next preceding the reading or readings determined to be incorrect; provided, however, that in the event that twelve such readings have not been made prior thereto, the Sanitary District may at its option determine such average on the basis of (i) fewer than twelve such readings or (ii) twelve such readings made subsequent to such incorrect reading; provided, further, that the Village and the Sanitary District may, in lieu of repair or adjustment of such meter or measuring device, and in lieu of using such average, agree upon an adjustment factor (recommended by their respective engineers) to be applied in order to correct readings from such inaccurate meter or other measuring device.

- (e) Notwithstanding any contrary provision in this Section 4 or elsewhere in this Agreement, the Village shall have no obligation to make

any payment pursuant to the provisions of Section 4(a) or Section 4(c), or both, which would exceed an aggregate of \$1,300,000 minus the aggregate of the following:

(i) The Village's cost of the facilities referred to in Section 6, determined in accordance with the provisions of Section 6; and

(ii) The Village's proportionate share of any federal or state grant applied to expansion of the Sanitary District sanitary sewage treatment plant and attributable to a maximum of \$1,300,000 (or such other maximum total determined under Section 4(f)) expended for such plant expansion. The Village's proportionate share of any such federal or state grant shall be determined as an amount bearing the same ratio to a Credited Federal or State Grant which Credited Village Payments bear to the Net Plant Cost. For the purpose of the foregoing formula, the following terms shall have the following meanings:

"Credited Federal or State Grant" shall mean and include the full amount of any grant, credit, allowance or other direct or indirect monetary participation which

the United States of America, or the State of Illinois, or any agency or subdivision thereof shall grant, pay or allow to the Sanitary District, directly or indirectly, to pay or reimburse any Credited Plant Cost.

Credited Village Payments shall mean and include the Village's cost of the facilities referred to in Section 6, all payments made by the Village to the Sanitary District under the provisions of Section 4(a) or Section 4(c), and the Village's proportionate share of prior Federal and State Grants determined under this Section 4(e).

Credited Plant Cost shall mean and include all costs and expenses which would be capitalized under generally accepted public utility accounting principles, incurred in connection with the construction of any Sanitary District treatment plant facilities or plant additions which are designed, in whole or in part, to serve the Service Area and for which a Federal or State Grant is applied for after January 1, 1968.

Net Plant Cost shall mean and include all Credited Plant Cost in excess of any Federal or State Grant applicable thereto.

Under the foregoing formula, Credited Village Payments shall be determined as of the date of actual submission of each application for a Federal or State Grant solely on the basis of payments made by the Village on or before the date of submission of such application but subsequent to the date of submission of the next preceding application for any Federal or State Grant, except that if for any reason the Sanitary District shall fail to expend the full amount of the total plant cost as estimated in any such application prior to submission of an application for the next succeeding Federal or State Grant, then a proportionate share of the Credited Village Payments (based on the proportion of such estimated total plant cost not actually expended) shall be carried forward and included in the computation of the Village's share of any future Federal or State Grant. In the event that any delay in the processing or award of any Federal or State Grant in which the Village is entitled to share under the foregoing provisions shall result in total payments by or credits to the Village under Sections 4(a), 4(c) and 4(e) which are in excess of \$1,300,000 (or such other maximum as may be determined under Section 4(f)), then any such excess shall be paid to the Village promptly after receipt of such grant by the Sanitary District.

- (f) At any time after the effective date of this Agreement, upon reasonable notice in writing and from time to time at reasonable intervals, the Village and the Sanitary District will negotiate with one

another in good faith during the term of this Agreement with a view toward reasonably adjusting or revising the amount, or manner, or time of payment, or the method of computation, of any charges under Section 4(a) and/or Section 4(c) hereof in order that the Village will bear its fair share of presently unforeseen or unascertainable costs of capital improvements to the Sanitary District's sewage treatment plant if either of the following events shall occur:

(i) The Illinois State Sanitary Water Board (or any other governmental authority having jurisdiction over the operation of the Sanitary District's sanitary treatment plant) shall change the performance standards and/or design criteria for the existing plant or future plant expansions which will serve the Service Area, in whole or in part, or require any different or additional treatment processes which cause greater construction costs than the processes heretofore in use at the Sanitary District's plant; or

(ii) Seven years shall expire after the effective date of this Agreement and the Sanitary District shall not realize, within said seven-year period, payments under

Section 4(a) and Section 4(c) aggregating \$1,300,000 minus the Village's cost of the facilities referred to in Section 6, determined in accordance with the provisions of Section 6.

The obligation of the parties under this Section 4(f) shall be limited to the conduct of negotiations in good faith for reasonable periods of time and at reasonable intervals, and all provisions of this Agreement shall remain in full force and effect during the pendency of such negotiations and thereafter, unless and until this Agreement shall be formally amended by an appropriate written instrument duly approved by the lawful corporate authorities of each of the parties hereto. For example, in the event of any such negotiation, the parties contemplate that it would not constitute a failure of the Village to negotiate in good faith if the Village were to take the position that such negotiation should be limited to consideration of the amount by which the Sanitary District's capital requirements for additional plant capacity (now fixed by the Sanitary District at \$65.00 per capita) may have increased or decreased during said seven-year period, whether by reason of general increases in construction costs, increases in performance standards and/or design criteria, or any other cause; or that such negotiation should not consider any portion of the \$1,300,000 in payments by or credits to the Village under Sections 4(a), 4(c) and 4(e) made by the Village prior to the time of such negotiation; or that the remaining portion of said \$1,300,000 shall be paid under Sections 4(a), 4(c) and

4(e) over a period of time which is reasonable in view of all the circumstances existing at the time of such negotiation and will not require the Village to incur any additional bonded indebtedness; nor shall the mere failure of the parties to agree upon a formal amendment to this Agreement in the course of such negotiation be taken as any evidence of the failure or refusal of either party to negotiate in good faith.

(g) All charges under this Section 4 shall be billed by the Sanitary District to the Village monthly, quarterly, semi-annually, or annually, at the option of the Sanitary District, and shall be due and payable at the Sanitary District's office on or before 30 days after receipt of each such bill. In the event that the Village shall fail to make any payment within the time herein specified, interest shall accrue at the rate of six percent (6%) per annum from the due date thereof until paid. In the event that any such payment is not made within sixty (60) days after the due date thereof, the Sanitary District may at its option discontinue Sewage Disposal Service until payment has been made in full of all amounts due hereunder, with interest as herein specified.

Section 5. Unacceptable Wastes. Attached hereto as Exhibit B is a list of wastes which in the opinion of the Sanitary District may be harmful to pumping stations or other

structures or may interfere with the sewage treatment process at the Sanitary District's treatment plant and which are therefore unacceptable to the Sanitary District under this Agreement. The Village agrees to operate its sewerage collection system, buildings and premises, and to provide or cause its customers to provide and properly operate pre-treatment or other facilities approved by the Sanitary District, so as to assure the exclusion or neutralization of all such unacceptable wastes from all sewers connected directly or indirectly to the Sanitary District plant. The Sanitary District shall have the right from time to time during the term of this Agreement to make additions to, deletions from or changes in the list of unacceptable wastes hereunder; provided, that any such changes in such list shall not be effective until 90 days after delivery of written notice thereof by the Sanitary District to the Village; and provided further that if any such change would have the effect of excluding from the Sanitary District plant any waste or sewage from any property connected to the Village System or for which a building permit has been issued prior to the effectiveness of such change, then such change shall not be effective as to such property for a period of 18 months after the delivery of such written notice by the Sanitary District to the Village or such shorter period as may be required by law or by order of the State of Illinois, Division of Waterways, the Illinois State Sanitary Water Board, or any other governmental authority having jurisdiction over the Sanitary District. On request of the Village, the Sanitary District will from time to time advise and consult with the



Village and use its best efforts so that the Village may take timely steps to provide or cause its customers to provide required pre-treatment or other arrangements for handling unacceptable wastes, and so that the Village may identify the source of any such unacceptable waste coming through its sewerage system.

Section 6. Joint Use of Certain Facilities. (a) As a result of certain preliminary engineering studies and considerations which have been prepared and reviewed by both the Village and the Sanitary District, it appears that certain pre-treatment facilities, trunk sewers and other facilities would be duplicated by the Village and the Sanitary District if the Village System and the Sanitary District's sewerage system were to be constructed independently. In order to achieve maximum cost savings, the Sanitary District and the Village have agreed to cooperate in the construction and joint operation of such facilities on the terms and conditions herein specified. Accordingly, the Sanitary District has reviewed and tentatively approved general design criteria for the following facilities:

Walnut Street Trunk Sewer  
(designated as the Sanitary District's  
Main Trunk Sewer #5)

Lacey Creek Lift Station  
(to be located in the vicinity in the  
intersection of Lacey Creek and the  
west line of the property owned by  
Clarence Korsgard)

Lacey Creek Force Main  
(to extend from the Lacey Creek Lift  
Station to the vicinity of the inter-  
section of Belmont Road and the Toll  
Highway)

Lacey Creek Trunk Sewer  
(to extend from the Lacey Creek Lift  
Station to the intersection of Lacey  
Creek and the Toll Highway, designated  
as the Sanitary District's "Main Trunk  
Sewer #2")

Raw Sewage Pumping Facility

Grit-Removal Facility

(b) Final plans and specifications for the Lacey Creek Lift Station, Lacey Creek Force Main and Lacey Creek Trunk Sewer will be prepared by the Village's engineers, subject to review by the Sanitary District; final plans and specifications for the Walnut Street Trunk Sewer, Raw Sewage Pumping Facility and Grit-Removal Facility will be prepared by the Sanitary District's engineers, subject to review by the Village. In the event that the lowest bid or bids from responsible contractors for construction of the Raw Sewage Pumping Facility and Grit-Removal Facility shall exceed a total of \$150,000, the Village shall so notify the Sanitary District, unless the Sanitary District shall, within 60 days after such notice, cause its engineers to make suitable revisions in the plans and specifications for such facilities to reduce the cost thereof to \$150,000 or less, then the Village shall proceed with the construction of such facilities in accordance with the final plans and specifications therefor, and upon completion thereof the Sanitary District shall

pay to the Village an amount equal to the cost thereof in excess of \$150,000.

(c) All facilities referred to in Section 6(a) shall be constructed and ownership thereof retained by the Village as part of the Village System. The Sanitary District shall have the right to use said facilities in part in connection with the operations of its own sewage disposal system, provided that the Sanitary District's use thereof shall be limited to that proportion of the respective capacities of said facilities which will leave excess capacity thereof sufficient to service the following population equivalent in the Service Area, determined in accordance with generally accepted engineering practices:

	<u>Population Equivalent</u>
Walnut Street Trunk Sewer	20,000
Lacey Creek Lift Station	20,000
Lacey Creek Force Main	20,000
Lacey Creek Trunk Sewer	5,500

The Village's cost of the foregoing facilities, for the purpose of computing the limitation on charges under Section 4(e) shall be \$338,000.

Subject to the use restrictions hereinabove set forth, the Sanitary District shall have the right to make connections to the Walnut Street Trunk Sewer and the Lacey Creek Trunk Sewer, without charge, and any connection fees payable by owners of property outside the Service Area shall be paid to and retained by the Sanitary District. The Sanitary District will provide the Village a suitable site for the aforesaid raw sewage pumping facility and grit-removal facility; provided, however, that all installations and equipment in connection therewith shall remain personal property solely of the Village, and, so long as any bond, note or other obligation of the Village secured in whole or in part by the revenues of the Village's combined waterworks and sewerage system remain outstanding, the Village shall have the right to enter upon such site and remove such facilities upon cancellation or termination of this Agreement.

Section 7. Indemnity; Insurance. (a) Commencing with the date on which the Sanitary District approves the Village System, or any part thereof, for connection to the Sanitary District's system under Section 2(a), the Sanitary District shall indemnify, defend and save harmless the Village from and against all claims, causes of action, loss or liability which may arise out of or in connection with the maintenance and operation of the Village System in the Service Area under the provisions of this Agreement or which may arise out of or in connection with the maintenance and operation of the Sanitary District's sewage treatment plant, and the Sanitary District shall at all times during the term of this Agreement maintain in full force and effect public liability and property damage insurance in the following amounts:

	<u>Each Person</u>	<u>Each Occurrence</u>
Bodily Injury	\$100,000	\$300,000
Property Damage	\$100,000	\$300,000
Personal Injury other than Bodily Injury	\$100,000	\$300,000

Throughout the term of this Agreement, the Sanitary District shall provide the Village with certificates evidencing such insurance, providing that such insurance is not cancellable by the issuer thereof without at least ten days' prior written notice to the Village.

(b) The Village shall indemnify, defend and save harmless the Sanitary District from and against all claims, causes of action, loss or liability which may arise out of or in connection with the construction of any portion of the Village System

which has not then been accepted and approved by the Sanitary District under Section 2(a), and the Village shall during such period maintain in full force public liability and property damage insurance in the following amounts:

	<u>Each Person</u>	<u>Each Occurrence</u>
Bodily Injury	\$100,000	\$300,000
Property Damage	\$100,000	\$300,000
Personal Injury other than Bodily Injury	\$100,000	\$300,000

During such period the Village shall provide the Sanitary District with certificates evidencing such insurance, providing that such insurance is not cancellable by the issuer thereof without at least ten days' prior written notice to the Sanitary District.

(c) Nothing herein contained and no action taken by the Village or the Sanitary District pursuant to the provisions hereof shall be so construed as to make any employee, agent or servant of the Sanitary District an employee, agent or servant of the Village, and the Sanitary District shall be and remain fully and solely responsible to its employees, agents and servants for their compensation and other benefits, for injuries or damage to their persons or property, or to the persons or property of third persons, incurred in the course of employment of such employees, agents or servants, and for their acts and omissions in the course of their employment. Nothing herein contained and no action taken by the Village or the Sanitary District pursuant to the provisions hereof shall be so construed as to make any employee, agent or servant of the Village an employee, agent or servant of

the Sanitary District, and the Village shall be and remain fully and solely responsible to its employees, agents and servants for their compensation and other benefits, for injuries or damage to their persons or property, or to the persons or property of third persons, incurred in the course of employment of such employees, agents or servants, and for their acts and omissions in the course of their employment.

Section 8. Future Annexation of Service Area. Both parties recognize that the Village does not have the legal power or capacity to effect an annexation of the Service Area or any portion thereof into the Sanitary District. Nevertheless, the Village hereby states that it is its general policy for the future to encourage annexation of the Service Area into the Sanitary District provided that the requirements of the Village's revenue bond issue, if any, can then be fulfilled, and that no annexation fee will be charged by the Sanitary District; and the Sanitary District hereby states that it is its policy to encourage annexation of the Service Area on such basis.

Section 9. Effective Date; Term; Renewals. This Agreement shall become effective on the 1st day of April, 1968 and shall remain in full force and effect for an initial term of 20 years thereafter. Upon expiration of such initial term, this Agreement may be renewed at the option of the Village for two additional successive 10-year terms. Each such renewal shall be effected by written notice delivered by the Village to the Sanitary District not less than 12 months nor more than 18 months prior to the final date of the then current term hereof, stating that the Village has elected to exercise such renewal option.

Section 10. Notices; Information. (a) Any and all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed to be delivered either at the time of actual delivery thereof to the Mayor of the Village or the President of the Sanitary District Trustees, or twenty-four (24) hours after the deposit thereof in any United States main or branch post office in the State of Illinois, registered mail postage prepaid, addressed as follows:

If to the Village:

Office of the Mayor  
Village of Downers Grove  
Village Hall  
Downers Grove, Illinois 60515

Or if to the Sanitary District:

Downers Grove Sanitary District  
5120 Main Street  
Downers Grove, Illinois 60515

(b) The Village shall provide to the Sanitary District not less than quarterly such information or summaries thereof as may come into its possession concerning both the actual and potential growth or development of the Service Area, including without limitation the number of building permits issued by the Village, information concerning requested zoning changes, variances and conditional uses, together with such other pertinent information and data as the officials of the Village normally use in making their own projections of growth and development. Such information is intended for planning purposes only, and any inaccuracy therein or the failure of the Village to provide any particular data to the Sanitary District shall not be deemed a breach of this Agreement or render the Village liable for any damages.

Section 11. Severability. In the event that any part,



term, or provision of this agreement shall be determined by any court of competent jurisdiction to be illegal or unenforceable for any reason whatsoever, the remaining portions of this Agreement shall remain valid and enforceable between the parties in accordance with their terms, provided that the part, term or provision of this Agreement determined to be illegal or unenforceable does not materially adversely affect the general intent and purposes of this Agreement.

Section 12. Specific Performance. It is agreed and acknowledged by the Village and the Sanitary District that the recovery of damages or the enforcement of any other remedy at law will be inadequate in the event of default by either party hereunder and that the rights of both parties hereunder shall be enforceable by injunction and specific performance in an appropriate suit seeking such remedies.

Section 13. Assignment. This Agreement and the rights of the parties hereunder shall not be assignable without the prior written consent of the other party; provided, however, that if the ownership or operation of the Sanitary District's sewage treatment plant shall be transferred to any other governmental authority, whether by agreement, exercise of the power of eminent domain, or otherwise by operation of law, and such other governmental authority shall assume the obligations of the Sanitary District under this Agreement, then automatically and without any further act or instrument by any party, all obligations of the Village to pay charges under Section 4(a) or Section 4(c), or both, shall cease and terminate as of the effective date of such transfer, but all other provisions hereof shall thereafter remain

in full force and effect.

Section 14. Special Condition. All obligations of the Village and the Sanitary District under this Agreement are conditional upon the Village's ability to sell its waterworks and sewerage revenue bonds in the principal amount of \$1,700,000.

Section 15. Vis Major. In case by reason of Vis Major (hereinafter defined) either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and a reasonably detailed statement of such Vis Major in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Vis Major, shall be temporarily suspended during the continuance of the inability then claimed; provided that any such party shall endeavor diligently and in good faith to remove or overcome such inability with all reasonable dispatch. The term Vis Major as employed herein shall mean and include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or the State of Illinois or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, storms, floods, droughts, civil disturbances, explosions, partial or entire failure of electricity or water supply, and any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party subject thereto. Notwithstanding any other provision to the contrary, the Sanitary District

covenants and agrees that it will comply with all lawful orders of the Government of the United States, the State of Illinois, or any other governmental authority having jurisdiction over operations of the Sanitary District facilities in such manner that the Sewage Disposal Service for the Service Area will remain uninterrupted for the duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts, each of which shall be deemed to be an original, all as of the day and year first above written.

THE DOWNERS GROVE SANITARY DISTRICT

by /s/ Roy W. Roush Jr.

ATTEST:

/s/ GILBERT H. WROBLE

VILLAGE OF DOWNERS GROVE

by /s/ PETER W. STANES

ATTEST:

/s/ MARIAN E. POZDOL

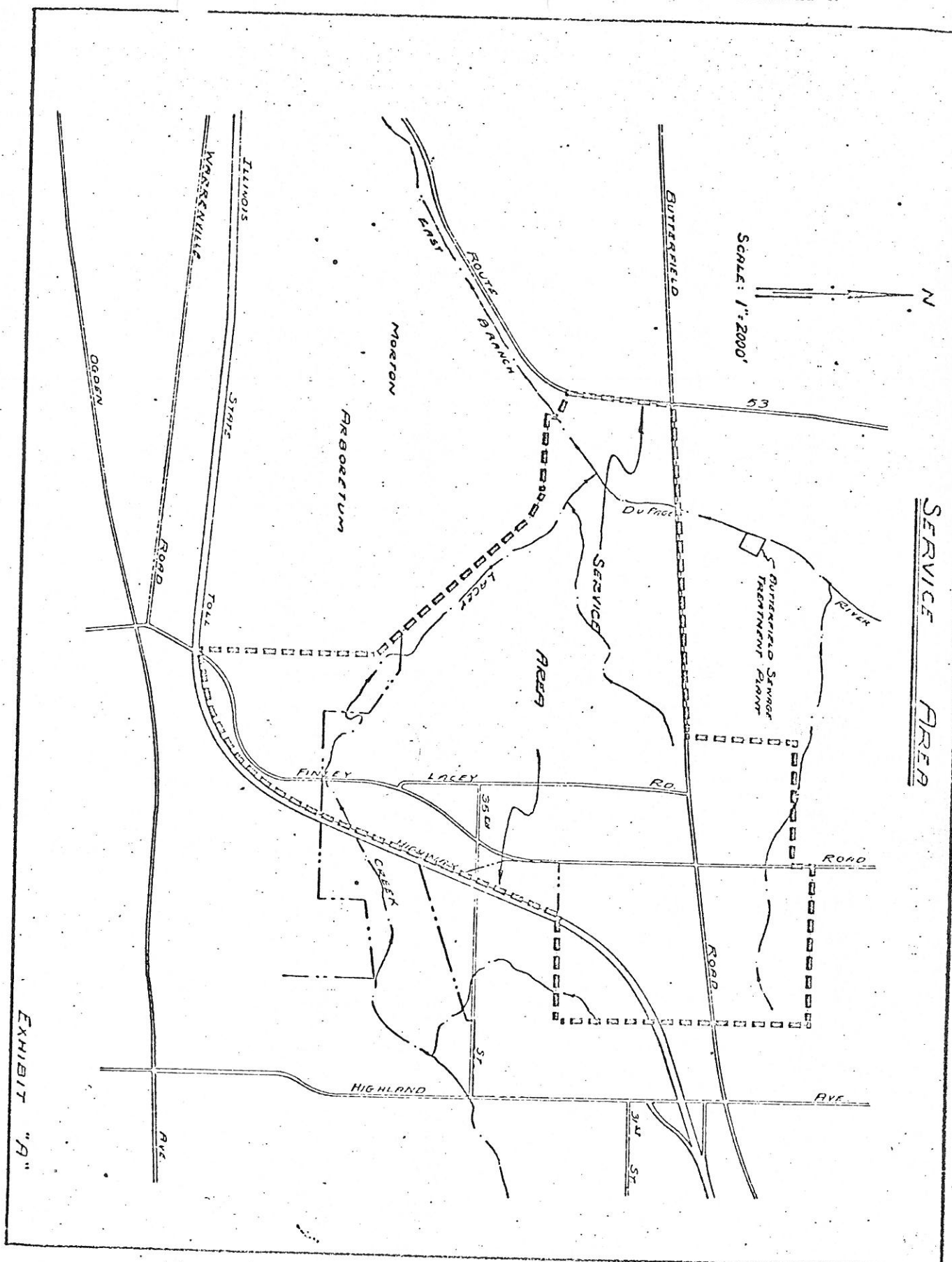


EXHIBIT "A"

## EXHIBIT B. UNACCEPTABLE WASTES.

- (a) Any liquid or vapor discharge from an industrial plant having temperature higher than one hundred fifty (150) degrees Fahrenheit:
- (b) Any water or waste which may contain more than one hundred parts (100) per million by weights, of fat, oil or grease:
- (c) Any gasoline, benzine, naphtha, fuel oil or other flammable or explosive liquids, solids or gas:
- (d) Any garbage or vegetable parings (that have not been properly shredded):
- (e) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, or other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage treatment plant:
- (f) Any waters or wastes having a pH lower than five tenths (5.5) or higher than nine (9.0) or having any other corrosive property capable of causing damage or hazard to structure, equipment and personnel of the sewage treatment plant:
- (g) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process constituting a hazard to humans or animals, or creating any hazard in the receiving waters of the sewage treatment plant:
- (h) Any waters or wastes containing suspended solids of such character in quantity that unusual attention or expense is required to handle such materials at the

(i) Any noxious or malodorous gas or substance capable of creating a public nuisance.

(j) Any waters or wastes containing strong acid, pickling wastes, or concentrated plating solutions whether neutralized or not, or any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances: or wastes exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment plant exceeds the limits of acceptability for such wastes established by the Manager for such materials.

(k) Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations exceeding limits which may be established by the Manager and to meet the requirements of the State, Federal, or other public agencies of jurisdiction for such discharge to the receiving waters.

(l) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Manager in compliance with applicable State or Federal regulations.

(m) Materials which exert or cause:

(1) Excessive concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).

(2) Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).

(3) Excessive BOD, chemical oxygen demand, or chlorine requirements in such quantities as to consti-

A G R E E M E N T

THIS AGREEMENT entered into this 21st day of March, A.D. 1972, between the DOWNERS GROVE SANITARY DISTRICT of Downers Grove, a body politic and corporate under the laws of the State of Illinois, hereinafter referred to as "DISTRICT", and the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation, hereinafter referred to as "VILLAGE",

WITNESSETH:

WHEREAS, the DISTRICT and VILLAGE have heretofore entered into an agreement (the "1968 Agreement") dated March 19, 1968, for the sanitary sewer service of the area therein and herein defined as the "Service Area" in the Village of Downers Grove, Illinois; and

WHEREAS, the DISTRICT now contemplates construction of certain sanitary sewer improvements in the Service Area, part of which improvement will include improvements committed to be constructed by the VILLAGE under the 1968 Agreement,

NOW THEREFORE, in consideration of the agreement between the DISTRICT and the VILLAGE, and the consideration recited herein, it is agreed as follows:

1. The DISTRICT will make certain improvements to the Lacey Creek Trunk Sewer situated in the Service Area pursuant to plans and specifications prepared by WIGHT AND COMPANY, INC., Engineers for the DISTRICT and to be known as the LACEY CREEK TRUNK SEWER, a copy of which plans have heretofore been filed with the VILLAGE, and a copy of any additions or modifications thereto shall be filed with the VILLAGE.

2. The estimated cost for said improvements, as computed by WIGHT AND COMPANY, INC., Engineers for the DISTRICT amounts to \$135,049.20, as determined by a cost estimate prepared by said Engineers, a copy of which has heretofore been filed with the VILLAGE.

3. According to the estimates of said Engineers, the proportionate share of said improvements that is attributable to certain improvements required to be made by the VILLAGE under Section 6 of the 1968 Agreement would be 17% of the total cost of the improvement.

4. The DISTRICT has caused bids to be taken upon the aforementioned plans and specifications prepared by the Engineers of the DISTRICT and on March 7, 1972, awarded a contract to ADVANCE CONSTRUCTION COMPANY, for the construction of said improvements at a contract price of \$153,507.55.

5. The VILLAGE, in consideration of the improvements being made by the DISTRICT and the DISTRICT'S performance of the VILLAGE'S obligation to complete the remaining portion of the improvements contemplated by the 1968 Agreement, agrees to reimburse the DISTRICT, upon completion of said improvements, a sum equal to 17% of the total contract price, plus its proportionate share of the engineering fees charged on this project (determined on the basis of the percentage of \$24,300.60 to the total project cost of \$135,049.20) which sums will be remitted to the DISTRICT by the VILLAGE within 30 days after completion of the work and after invoicing of said charges to the VILLAGE by the DISTRICT.



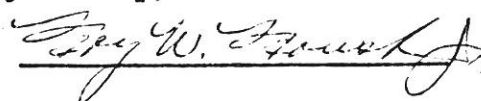
6. The completion of the improvements provided for in this Agreement completes to the satisfaction of the parties hereto all construction requirements provided for in the 1968 Agreement to be completed by the VILLAGE for the servicing of the Service Area. In connection with the work provided for herein, the SANITARY DISTRICT will install a meter or other measuring device as provided in Section 2(d) of the 1968 Agreement. The work to be performed pursuant to this Agreement will complete the performance of all obligations of the VILLAGE under Section 6(c) of the 1968 Agreement. That portion of the LACEY CREEK TRUNK SEWER that is situated West of the East-West Illinois Toll Highway right-of-way shall be owned by the VILLAGE and shall be considered part of the "Village System", as said term is used in the 1968 Agreement.

7. Except as herein expressly modified, all provisions of the 1968 Agreement shall remain in all respects in full force and effect.

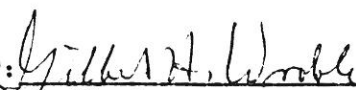
IN WITNESS WHEREOF, this Agreement has been duly executed by the duly authorized officers of the DISTRICT and VILLAGE, pursuant to appropriate actions taken by the Board of Trustees of the DISTRICT and the Council of the VILLAGE at duly called and authorized meetings of each, the day and year first above written.

DOWNERS GROVE SANITARY DISTRICT,  
a body politic and corporate of  
DuPage County, Illinois

by:



ATTEST:

  
Clerk

VILLAGE OF DOWNERS GROVE,  
a municipal corporation of  
DuPage County, Illinois

by:

  
Mayor

ATTEST:



AGREEMENT

THIS AGREEMENT, made this 1st day of August, 1973, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter called the "Village"), and the Downers Grove Sanitary District, a body politic and corporate under the laws of the State of Illinois (hereinafter called the "Sanitary District"),

## WITNESSETH:

WHEREAS, the Village and the Sanitary District entered into an Agreement dated March 19, 1968 to provide for the rendering of sewage treatment service by the Sanitary District for certain territory situated within the Service Area (hereinafter defined) which had been annexed to the Village but was not then included within the corporate limits of the Sanitary District;

WHEREAS, in order to render sanitary sewerage service in the Service Area, the Village has provided for certain construction and has incurred certain expenses which have required issuance of revenue bonds to raise sufficient funds to pay such costs;

WHEREAS, the Sanitary District has now annexed the Service Area and therefore is compensated by taxes on the property in the Service Area for the sewage treatment, thereby no longer necessitating the sewage treatment charge payable by the Village to the Sanitary District and requiring revision of other matters provided by the parties in said Agreement dated March 19, 1968,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Village and the Sanitary District hereby agree as follows:

Section 1. Sewage Disposal Service. Subject to the provisions hereof, the Sanitary District shall at all times during the term hereof accept and receive into facilities owned or operated by the Sanitary District all the sewage and acceptable wastes from the area (hereinafter referred to as the "Service Area") which is from time to time included within the corporate limits of the Village and situated within the territory depicted on the map thereof attached as Exhibit A hereto, and the Sanitary District shall provide such sanitary treatment and disposal as may be required by law (hereinafter referred to as the "Sewage Disposal Service") for all such sewage and acceptable wastes from the Service Area. The Sanitary District shall have the sole responsibility to apply for and obtain from the State of Illinois, Division of Waterways, and from the Illinois Environmental Protection Agency, all approvals, licenses and permits required for the Sewage Disposal Service and for the construction and operation of all sanitary sewage treatment facilities in connection therewith. During the term of this Agreement, the Village will not provide any sewage treatment or disposal service for the Service Area, and will cause all sewage and wastes from the Service Area to be delivered to the Sanitary District at the connection point or points hereinafter specified, except that (i) the Village may permit septic systems in the Service Area, where local sewers are not available, subject to the usual and customary approvals and authorizations heretofore required in accordance with the existing ordinances of the Village, and (ii) the Village or the owner or owners of the property in the Service Area may construct, maintain and operate such pre-treatment facilities as may be necessary or desirable in order to exclude unacceptable wastes from the Sanitary District facilities.

Section 2. Service Area Collection System. (a) The sanitary sewage collection system (hereinafter referred to as the "Village System") within the Service Area shall be constructed in accordance with plans and specifications conforming to the requirements of the Sanitary District's standard specifications for such construction. All such construction and all facilities to be connected to the Village System must be approved by the Sanitary District prior to connection thereof to the Sanitary District's presently existing facilities or to the Village System. For such purpose, the Sanitary District will inspect such construction work on the Village System from time to time, and will supervise the final testing of all sewers in the Service Area before connection thereof to the Sanitary District's presently existing system or to the Village System. The Sanitary District will waive any inspection fee or other charge in connection with sewerage lines or facilities constructed by the Village. The Village System up to the point or points of connection with the Sanitary District System and the facilities referred to in Section 6 shall remain the property of the Village.

(b) Pursuant to the March 19, 1968 Agreement between the Village and the Sanitary District, the Village System has been constructed so as to conduct sewage and wastes from the Service Area to a suitable point or points of connection to the Sanitary District's facilities approved by the Sanitary District.

(c) Pursuant to the March 19, 1968 Agreement between the Village and the Sanitary District, the Village has installed

a meter or other measuring device approved by the Sanitary District for measuring the quantity of sewage and other wastes at each such point of connection or such other locations as the parties have heretofore agreed upon or may hereafter agree upon in writing. The Sanitary District shall provide for periodic reading of such meters and shall periodically (and at least as often as once each year) cause tests to be made and the necessary maintenance to be performed in order to determine and maintain the accuracy of the measurements made thereby. From time to time throughout the term of this Agreement, the Village shall have the right to inspect and test the accuracy of each such meter or other measuring device or to engage independent consulting or testing specialists of recognized standing to conduct such tests; any inaccuracy or other malfunction of such meters or other measuring devices may be verified by the Sanitary District, and any such inaccuracy or other malfunction of any such meter or other measuring device amounting to 5% or more of the actual quantity of sewage and other wastes passing through such point of connection shall be corrected by the Sanitary District, with an appropriate adjustment in incorrect meter readings to be made.

(d) Pursuant to the March 19, 1968 Agreement between the Village and the Sanitary District, the Sanitary District has installed a meter or other measuring device approved by the Village for measuring the quantity of sewage and other wastes at the point of connection of the Sanitary District's sewerage system with the Village System which is upstream from any of the meters or other measuring devices referred to in Section 2(c).

Section 3. Sewerage, Maintenance and Operation Service. Except as herein expressly provided to the contrary, commencing with the approval by the Sanitary District of the connection of the Village System, or any part thereof, to the Sanitary District's System under Section 2(a), the Sanitary District at its sole expense shall maintain and operate the Village System, or such parts thereof as may from time to time be approved by the Sanitary District under Section 2(a), including all operation thereof, maintenance, repairs, replacements, restoration, preventive maintenance and other work which would normally be required in order to preserve the Village System in the Service Area in good condition and working order; provided, however, that the Sanitary District shall not be responsible for any defective material or workmanship occurring within the normal one-year warranty period following construction and acceptance as set forth in the Sanitary District's standard specifications. Notwithstanding any other provision herein to the contrary, in the event that the Village shall determine that any repair, replacement, or restoration work on any portion of the Village System is necessary or desirable in order to avoid or minimize excess infiltration into the Village System, the Village shall give notice to the Sanitary District of such determination, providing sufficient supporting engineering data for the Sanitary District to verify the determination made by the Village; if the Sanitary District shall not undertake to make such repairs within 90 days after receipt of such written notice, the Village shall have the right, at its expense, to cause such work to be completed and to charge the Sanitary District the cost thereof, and the Sanitary District shall cause prompt payment thereof.

Section 4. Charges. (a) For the performance of the obligations of the Sanitary District under the provisions of this Agreement, the Village covenants not to permit connection to the Village System until the connection charge shall be paid to the Sanitary District pursuant to the ordinances of the Sanitary District. Said connection charge shall be computed in accordance with the Sanitary District's standard schedule with respect thereto, uniformly applicable throughout the Sanitary District, as the same may be uniformly amended and in full force from time to time. In connection with the payment of and accounting for said connection charge, the Sanitary District is authorized to take action in the name of the Village with respect to sanitary sewer connection in the Service Area, including (i) issuance of permits for connection of any building drain to the public sewers, and (ii) collection of and receipt for charges payable for connection of any building drain to the public sewers. Said authorization shall not be deemed to include authorization to incur any expense or waive any right on behalf of the Village unless the Sanitary District assumes all obligations arising therefrom. Any determination made by the Sanitary District with respect to connection or connection charges to the Village's System shall be binding upon the Sanitary District for all purposes of this Agreement. The Sanitary District shall provide an accounting of all such charges to the Village upon the request of the Village.

(b) Pursuant to the March 19, 1968 Agreement between the Village and the Sanitary District, the Village was required by Subsections 4(b) and 4(c) thereof to pay to the Sanitary District certain sewage treatment charges and surcharges. Notwithstanding Section 8 hereof, the Village's obligation to pay

the charges and surcharges required by Subsections 4(b) and 4(c) of said March 19, 1968 Agreement shall be deemed to have ended as of January 1, 1973 with no further obligation thereafter to pay said charges and surcharges and with the right of the Village to recoup from the Sanitary District any charges or surcharges paid by the Village for service on or after January 1, 1973 under said Subsections 4(b) and 4(c).

(c) Notwithstanding any contrary provision in this Section 4 or elsewhere in this Agreement, the Village shall have no obligation to make any payment pursuant to the provisions of Section 4(a) which would exceed an aggregate of \$1,300,000 minus the aggregate of the following:

- 336,000<sup>00</sup>
- (i) The Village's cost of the facilities referred to in Section 6, determined in accordance with the provisions of Section 6;
- (ii) All payments of the Village made pursuant to the provisions of Section 4(a) hereinabove;
- (iii) All payments of the Village made pursuant to the provisions of Section 4(a) or Section 4(c), or both, of the March 19, 1968 Agreement between the Village and the Sanitary District; and
- (iv) The Village's proportionate share of any federal or state grant applied to expansion of the Sanitary District sanitary sewage treatment plant and attributable to a maximum of \$1,300,000 expended for such plant expansion. The Village's proportionate share of any such federal or state grant shall be determined as an amount bearing



the same ratio to a Credited Federal or State Grant which Credited Village Payments bear to the Net Plant Cost. For the purpose of the foregoing formula, the following terms shall have the following meanings:

"Credited Federal or State Grant" shall mean and include the full amount of any grant, credit, allowance or other direct or indirect monetary participation which the United States of America, or the State of Illinois, or any agency or subdivision thereof shall grant, pay or allow to the Sanitary District, directly or indirectly, to pay or reimburse any Credited Plant Cost.

"Credited Village Payments" shall mean and include the Village's cost of the facilities referred to in Section 6, all Credited Village Payments made by the Village to the Sanitary District under the provisions of Section 4 of the March 19, 1968 Agreement between the Village and the Sanitary District, all payments made by the Village to the Sanitary District under the provisions of Section 4(a) herein, and the Village's proportionate share of prior Federal and State Grants determined under this Section 4(c).

338,000

1235

0

"Credited Plant Cost" shall mean and include all costs and expenses which would be capitalized under generally accepted public utility accounting principles, incurred in connection with the construction of any Sanitary District treatment plant facilities or plant additions which are designed, in whole or in part, to serve the Service Area and for which a Federal or State Grant is applied for after January 1, 1968.

"Net Plant Cost" shall mean and include all Credited Plant Cost in excess of any Federal or State Grant applicable thereto.

Under the foregoing formula, Credited Village Payments shall be determined as of the date of actual submission of each application for a Federal or State Grant solely on the basis of payments made by the Village on or before the date of submission of such application but subsequent to the date of submission of the next preceding application for any Federal or State Grant, except that if for any reason the Sanitary District shall fail to expend the full amount of the total plant cost as estimated in any such application prior to submission of an application for the next succeeding Federal or State Grant, then a proportionate share of the Credited Village Payments (based on the proportion of such estimated total plant cost not actually expended) shall be carried forward and included in the computation of the Village's share of any future Federal

or State Grant. In the event that any delay in the processing or award of any Federal or State Grant in which the Village is entitled to share under the foregoing provisions shall result in total payments by or credits to the Village under Section 4 which are in excess of \$1,300,000, then any such excess shall be paid to the Village promptly after receipt of such grant by the Sanitary District.

Section 5. Unacceptable Wastes. Attached hereto as Exhibit D is a list of wastes which in the opinion of the Sanitary District may be harmful to pumping stations or other structures or may interfere with the sewage treatment process at the Sanitary District's treatment plant and which are therefore unacceptable to the Sanitary District under this Agreement. The Village agrees to operate its sewerage collection system, buildings and premises, and to provide or cause its customers to provide and properly operate pre-treatment or other facilities approved by the Sanitary District, so as to assure the exclusion or neutralization of all such unacceptable wastes from all sewers connected directly or indirectly to the Sanitary District plant. The Sanitary District shall have the right from time to time during the term of this Agreement to make additions to, deletions from or changes in the list of unacceptable wastes hereunder; provided, that any such changes in such list shall not be effective until 90 days after delivery of written notice thereof by the Sanitary District to the Village; and provided further that if any such change would have the effect of excluding

from the Sanitary District plant any waste or sewage from any property connected to the Village System or for which a building permit has been issued prior to the effectiveness of such change, then such change shall not be effective as to such property for a period of 18 months after the delivery of such written notice by the Sanitary District to the Village or such shorter period as may be required by law or by order of the State of Illinois, Division of Waterways, the Illinois Environmental Protection Agency or any other governmental authority having jurisdiction over the Sanitary District. On request of the Village, the Sanitary District will from time to time advise and consult with the Village and use its best efforts so that the Village may take timely steps to provide or cause its customers to provide required pre-treatment or other arrangements for handling unacceptable wastes, and so that the Village may identify the source of any such unacceptable waste coming through its sewerage system.

Section 6. Joint Use of Certain Facilities. As a result of certain preliminary engineering studies and considerations which have been prepared and reviewed by both the Village and the Sanitary District, it appears that certain pre-treatment facilities, trunk sewers and other facilities would be duplicated by the Village and the Sanitary District if the Village System and the Sanitary District's sewerage system were to be constructed independently. In order to achieve maximum cost savings, the Sanitary District and the Village have agreed to cooperate in the construction and joint operation of such facilities on the terms and conditions herein specified.

Accordingly, the Sanitary District has reviewed and approved general design criteria for the following facilities:

Walnut Street Trunk Sewer  
(designated as the Sanitary District's  
Main Trunk Sewer #5)

Lacey Creek Lift Station  
(to be located in the vicinity in the  
intersection of Lacey Creek and the  
west line of the property owned by  
Clarence Korsgard)

Lacey Creek Force Main  
(to extend from the Lacey Creek Lift  
Station to the vicinity of the inter-  
section of Belmont Road and the Toll  
Highway)

Lacey Creek Trunk Sewer  
(to extend from the Lacey Creek Lift  
Station to the intersection of Lacey  
Creek and the Toll Highway, designated  
as the Sanitary District's "Main Trunk  
Sewer #2")

Raw Sewage Pumping Facility

Grit-Removal Facility

All of said facilities have been constructed by the Village and ownership thereof is hereby retained by the Village as part of the Village System. With respect to the aforesaid raw sewage pumping facility and grit-removal facility, the Sanitary District has provided the Village a suitable site therefor, but all installations and equipment in connection therewith shall remain personal property solely of the Village, and, so long as any bond, note or other obligation of the Village secured in whole or in part by the revenues of the Village's combined waterworks and sewerage system remain outstanding, the Village shall have the right to enter upon such

site and remove such facilities upon cancellation or termination of this Agreement.

Section 7. Indemnity; Insurance. (a) Commencing with the date on which the Sanitary District approves the Village System, or any part thereof, for connection to the Sanitary District's system under Section 2(a), the Sanitary District shall indemnify, defend and save harmless the Village from and against all claims, causes of action, loss or liability which may arise out of or in connection with the maintenance and operation of the Village System in the Service Area under the provisions of this Agreement or which may arise out of or in connection with the maintenance and operation of the Sanitary District's sewage treatment plant, and the Sanitary District shall at all times during the term of this Agreement maintain in full force and effect public liability and property damage insurance.

(b) The Village shall indemnify, defend and save harmless the Sanitary District from and against all claims, causes of action, loss or liability which may arise out of or in connection with the construction of any portion of the Village System which has not then been accepted and approved by the Sanitary District under Section 2(a), and the Village shall during such period maintain in full force public liability and property damage insurance.

(c) Nothing herein contained and no action taken by the Village or the Sanitary District pursuant to the provisions hereof shall be so construed as to make any employee, agent or servant of the Sanitary District an employee, agent or servant

of the Village, and the Sanitary District shall be and remain fully and solely responsible to its employees, agents and servants for their compensation and other benefits, for injuries or damage to their persons or property, or to the persons or property of third persons, incurred in the course of employment of such employees, agents or servants, and for their acts and omissions in the course of their employment. Nothing herein contained and no action taken by the Village or the Sanitary District pursuant to the provisions hereof shall be so construed as to make any employee, agent or servant of the Village an employee, agent or servant of the Sanitary District, and the Village shall be and remain fully and solely responsible to its employees, agents and servants for their compensation and other benefits, for injuries or damage to their persons or property, or to the persons or property of third persons, incurred in the course of employment of such employees, agents or servants, and for their acts and omission in the course of their employment.

Section 8. Effective Date; Term; Renewals. This Agreement shall become effective on the 1st day of August, 1973 and shall remain in full force and effect for an initial term of 20 years thereafter. Upon expiration of such initial term, this Agreement may be renewed at the option of the Village for two additional successive 10-year terms. Each such renewal shall be effected by written notice delivered by the Village to the Sanitary District not less than 12 months nor more than 18 months prior to the final date of the then current term hereof, stating that the Village has elected to exercise such renewal option. Upon this Agreement becoming effective, the Agreement dated March 19, 1968

between the Village and the Sanitary District shall be superseded by this Agreement and shall no longer be of any force or effect.

Section 9. Notices; Information. (a) Any and all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed to be delivered either at the time of actual delivery thereof to the Mayor of the Village or the President of the Sanitary District Trustees, or twenty-four (24) hours after the deposit thereof in any United States main or branch post office in the State of Illinois, registered mail postage prepaid, addressed as follows:

If to the Village:

Office of the Mayor  
Village of Downers Grove  
Village Hall  
Downers Grove, Illinois 60515

Or if to the Sanitary District:

Downers Grove Sanitary District  
5120 Main Street  
Downers Grove, Illinois 60515

(b) The Village shall provide to the Sanitary District not less than quarterly such information or summaries thereof as may come into its possession concerning both the actual and potential growth or development of the Service Area, including without limitation the number of building permits issued by the Village, information concerning requested zoning changes, variances and conditional uses, together with such other pertinent information and data as the officials of the Village normally use in making their own projections of growth and development. Such information is intended for planning purposes only, and any inaccuracy therein or the failure of the Village to provide any particular data to the Sanitary District shall not be deemed a breach of this Agreement or render the Village liable for any damages.



Section 10. Severability. In the event that any part, term, or provision of this agreement shall be determined by any court of competent jurisdiction to be illegal or unenforceable for any reason whatsoever, the remaining portions of this Agreement shall remain valid and enforceable between the parties in accordance with their terms, provided that the part, term or provision of this Agreement determined to be illegal or unenforceable does not materially adversely affect the general intent and purpose of this Agreement.

Section 11. Specific Performance. It is agreed and acknowledged by the Village and the Sanitary District that the recovery of damages or the enforcement of any other remedy at law will be inadequate in the event of default by either party hereunder and that the rights of both parties hereunder shall be enforceable by injunction and specific performance in an appropriate suit seeking such remedies.

Section 12. Assignment. This Agreement and the rights of the parties hereunder shall not be assignable without the prior written consent of the other party; provided, however, that if the ownership or operation of the Sanitary District's sewage treatment plant shall be transferred to any other governmental authority, whether by agreement, exercise of the power of eminent domain, or otherwise by operation of law, and such other governmental authority shall assume the obligations of the Sanitary District under this Agreement, then automatically and without any further act or instrument by any party, all obligations of the Village to pay charges under Section 4 shall cease and terminate as of the effective date of such transfer, but all other provisions hereof shall thereafter remain in full force and effect.

Section 13. Vis Major. In case by reason of Vis Major (hereinafter defined) either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and a reasonably detailed statement of such Vis Major in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Vis Major, shall be temporarily suspended during the continuance of the inability then claimed; provided that any such party shall endeavor diligently and in good faith to remove or overcome such inability with all reasonable dispatch. The term Vis Major as employed herein shall mean and include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or the State of Illinois or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, storms, floods, droughts, civil disturbances, explosions, partial or entire failure of electricity or water supply, and any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party subject thereto. Notwithstanding any other provision to the contrary, the Sanitary District covenants and agrees that it will comply with all lawful orders of the Government of the United States, the State of Illinois, or any other governmental authority having jurisdiction over operations of the Sanitary District facilities in such manner that the Sewage Disposal Service for the Service Area will remain uninterrupted for the duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts, each of which shall be deemed to be an original, all as of the day and year first above written.

THE DOWNERS GROVE SANITARY DISTRICT

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

VILLAGE OF DOWNERS GROVE

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_

AGREEMENT

THIS AGREEMENT, made this 23<sup>rd</sup> day of October, 1972, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter called the "Village"), and the Downers Grove Sanitary District, a body politic and corporate under the laws of the State of Illinois (hereinafter called the "Sanitary District"),

## WITNESSETH:

WHEREAS, the Sanitary District owns and operates certain sanitary sewer facilities, including sewage treatment facilities, serving the municipal area of the Village and other areas outside of the corporate limits of the Village; and

WHEREAS, the Village plans to annex certain territory situated generally to the south of its present corporate limits and as set forth in Exhibit A attached hereto (hereinafter referred to as the "South Service Area"), which is not yet served by or annexed to the Sanitary District, and which will require the availability of sanitary sewer facilities and sanitary sewage treatment; and

WHEREAS, the Village proposes to render sanitary sewerage service in the South Service Area, and the Village desires to have the Sanitary District make available to the South Service Area sewage treatment and some downstream sewerage service and to provide certain other services in connection with the operation of its sanitary sewerage system; and

WHEREAS, the Village and the Sanitary District desire to enter into an arrangement under which the construction of and the costs incurred in connection with the necessary sanitary

sewer and sewage treatment facilities can be effected within the limitation of presently available resources of the Village and the Sanitary District, all as hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Village and the Sanitary District hereby agree as follows:

Section 1. Sanitary Sewer Construction. (a) The Village shall cause to be constructed on or before June 1, 1974 certain portions of sewer trunk lines and a lift station, all as described in Exhibit B attached hereto, with or without assignment of contract. Said construction work shall be in accordance with plans and specifications approved by the Sanitary District, and shall be paid for by the Village, subject to the right of the Village to recapture its costs. Said recapture of costs is intended to be by means of a surcharge imposed on the charges for water service to owners and occupants of properties within the South Service Area. To the extent the facilities described in Exhibit B shall be paid for by the Village pursuant to this Subsection and Subsection 1(b), said facilities shall be and remain the property of the Village until the Village has recaptured all costs incurred, including any annexation fee paid by the Village to the Sanitary District, and including interest on all amounts outstanding at the rate of five per cent per annum. The Village's obligation to pay for the facilities described in Exhibit B shall be limited to payment of an aggregate maximum sum of \$500,000; provided however, if the Sanitary District shall receive funding for the facilities described in Exhibit B from the state and federal governments, the Sanitary District, at its option, give written notice to the Village thereby reducing the maximum amount of the Village's obligation to pay for the facilities described in Exhibit B to the amount of such funding.

if greater, the amount actually paid for said facilities by the Village at the time of said notice.

(b) If the construction of the facilities described in Exhibit B requires expenses in excess of the maximum amount of the Village's obligation as set forth in Subsection 1(a), the Sanitary District shall pay such excess expenses in order to complete construction of said facilities and connection of said facilities with the existing sanitary sewerage system of the Sanitary District, and the Village and the Sanitary District shall by mutual agreement determine what part of the facilities described in Exhibit B are to be owned by the Sanitary District by virtue of its payment hereunder. For the purpose of this Subsection, the Village shall certify in writing the expenses incurred with respect to the construction of the facilities described in Exhibit B, and upon receipt of said statement the Sanitary District shall in due course pay the expenses set forth therein which exceed the maximum amount of the Village's obligation as set forth in Subsection 1(a).

(c) Easements reasonably required by the Village to cause the construction of the facilities described in Exhibit B shall be secured by the Sanitary District, and the expenses related thereto shall be paid by the Sanitary District.

Section 2. Sewage Disposal Service. (a) Subject to the provisions hereof, the Sanitary District shall at all times during the term hereof accept and receive into facilities owned or operated by the Sanitary District all the sewage and acceptable wastes from the South Service Area, and the Sanitary District shall provide such sanitary treatment and disposal as may be required by law (hereinafter referred to as the "Sewage Disposal Service") for all such sewage and acceptable wastes from the South Service Area. The Sanitary District shall have

the sole responsibility to apply for and obtain from the State of Illinois, Division of Waterways, from the Illinois Environmental Protection Agency, and from any other applicable governmental authority, all approvals, licenses and permits required for the Sewage Disposal Service and for the construction and operation of all sanitary sewage treatment facilities in connection therewith. During the term of this Agreement the Village will not provide any sewage treatment or disposal service for the Service Area, and will cause all sewage and wastes from the Service Area to be delivered to the Sanitary District at the connection point or at other points mutually agreed upon, except that (i) the Village may permit septic or holding systems for sanitary use in any building constructed in the South Service Area at locations where local sanitary sewers are not readily available, and (ii) subject to prior approval of the Sanitary District, the owner or owners of the property in the South Service Area may construct, maintain and operate such pre-treatment facilities as may be necessary or desirable in order to exclude unacceptable wastes from the Sanitary District facilities.

(b) Notwithstanding any other provision hereof to the contrary, the obligation of the Sanitary District to render Sewage Disposal Service to the South Service Area shall be limited to a population equivalent of 25 <sup>per acre</sup> persons<sup>1</sup> determined in accordance with generally accepted engineering standards, and the Sanitary District will at its own expense expand its sewage treatment facilities so as to meet the treatment requirements of the South Service Area without interruption as the property therein is improved and developed, subject to said 25 <sup>per acre</sup> persons<sup>1</sup> limitation. In the event that the reasonably anticipated sanitary sewage disposal requirements of the South Service Area shall

appear to exceed a population equivalent of <sup>25</sup> ~~7,226~~ persons, *per cell,*  
 the Village and the Sanitary District will negotiate in good *Chase*  
 faith with a view toward providing the additional required  
 sanitary sewage treatment capacity to the Sanitary District  
 plant, and the financing therefor.

Section 3. Service Area Collection System. (a) The  
 sanitary sewage collection system within the South Service Area  
 (hereinafter referred to collectively as the "Village System")  
 shall be constructed in accordance with plans and specifications  
 conforming to the requirements of the Sanitary District's standard  
 specifications for such construction, except to the extent otherwise  
 provided in Exhibit C attached hereto. All such construction  
 and all facilities to be connected to the Village System must  
 be approved by the Sanitary District as being in compliance  
 therewith prior to connection thereof to the Sanitary District's  
 presently existing facilities or to the Village System. For  
 such purpose, the Sanitary District will inspect such construction  
 work on the Village System from time to time, and will supervise  
 the final testing of all sewers in the South Service Area before  
 connection thereof to the Sanitary District's presently existing  
 system or to the Village System. For such inspection, the Sanitary  
 District shall be paid in accordance with its standard schedule  
 with respect thereto, uniformly applicable throughout the Sanitary  
 District and as the same may uniformly be amended and in force  
 from time to time. The Village System shall remain the property  
 of the Village until the time all costs have been recaptured  
 pursuant to Section 1(a) hereinabove, and at which time the  
 property interest of the Village in the Village System shall  
 be conveyed in due course to the Sanitary District and the  
 Sanitary District shall accept same.



(b) The Village System shall be constructed so as to conduct sewage and wastes from the South Service Area to and through the facilities described in Exhibit B to the point or points of connection to the Sanitary District's existing facilities. Other points of connection between the South Service Area and the Sanitary District's facilities shall be determined by the Village, subject to the approval of the Sanitary District, which approval shall not be unreasonably withheld.

Section 4. Sewerage, Maintenance and Operation Service. Except as herein expressly provided to the contrary, commencing with the approval by the Sanitary District of the connection of the Village System, or any part thereof, to the Sanitary District's system under Section 3(a), the Sanitary District at its sole expense shall maintain and operate the Village System and the facilities described in Exhibit B, or such parts thereof as may from time to time be approved by the Sanitary District under Section 3(a), including all operation thereof, maintenance, repairs, replacements, restoration, preventive maintenance and other work which would normally be required in order to preserve the Village System in the South Service Area and the facilities described in Exhibit B in good condition and working order; provided, however, that the Sanitary District shall not be responsible for any defective material or workmanship occurring within the normal one-year warranty period following construction and acceptance as set forth in the Sanitary District's standard specifications.

Section 5. Charges. (a) For the performance of the obligations of the Sanitary District under the provisions of this Agreement, the Village covenants not to permit connection to the Village System until the connection charge shall be paid to

the Sanitary District pursuant to the ordinances of the Sanitary District. Said connection charge shall be computed in accordance with the Sanitary District's standard schedule with respect thereto, uniformly applicable throughout the Sanitary District and as the same may uniformly be amended and in force from time to time. In connection with the payment of and accounting for said connection charge, the Sanitary District is authorized to take action in the name of the Village with respect to sanitary sewer connections in the South Service Area, including (i) issuance of permits for connection of any building drain to the public sewers, and (ii) collection of and receipt for charges payable for connection of any building drain to the public sewers. Said authorization shall not be deemed to include authorization to incur any expense or waive any right on behalf of the Village unless the Sanitary District assumes all obligations arising therefrom. Any determination made by the Sanitary District with respect to connection or connection charges to the Village's System shall be binding upon the Sanitary District for all purposes of this Agreement. The Sanitary District shall arrange to have a monthly accounting of all such charges prepared and delivered to the Village.

(b) For the performance of the obligations of the Village under the provisions of this Agreement, the Sanitary District (i) shall waive the downstream improvement charge (also known as and herein referred to as the "annexation fee") for annexation of any part of the South Service Area that has been annexed or is to be annexed to the Village pursuant to a proper petition for annexation which has been duly filed at the time of

annexation to the Sanitary District, (ii) shall pay to the Village upon receipt a certain percent of the annexation fee for annexation to the Sanitary District of any part of the South Service Area that has not been annexed by the Village or does not have a proper petition for annexation to the Village pending at the time of annexation to the Sanitary District, and (iii) shall pay to the Village upon receipt a certain percent of the annexation fee for annexation to the Sanitary District of any property outside the South Service Area, which property shall benefit from the facilities described in Exhibit B, and which property has not been annexed by the Village or does not have a proper petition for annexation to the Village pending at the time of annexation to the Sanitary District. The said annexation fee shall be computed in accordance with the Sanitary District's standard schedule with respect thereto, uniformly applicable throughout the Sanitary District and as the same may uniformly be amended and in force from time to time. That certain percent of the annexation fee required to be paid pursuant to provisions (ii) and (iii) of this subsection shall be determined by dividing the amount paid by the Village for the facilities needed to provide service to the area to be annexed by the total cost paid by both the Village and the Sanitary District for the facilities needed to provide service to the area to be annexed. Said annexation fee to the extent so waived or so paid shall be certified in writing by the Sanitary District to the Village and shall be credited to the Village's expenditures incurred pursuant to Section 1(a). The Sanitary District's obligations to waive or to pay the annexation fee or part thereof pursuant

from or changes in the list of unacceptable wastes hereunder; provided, that any such changes in such list shall not be effective until 10 days after delivery of written notice thereof by the Sanitary District to the Village, or such shorter period as may be required by law or by order of the State of Illinois, Division of Waterways, the Illinois Environmental Protection Agency, or any other governmental authority having jurisdiction over the Sanitary District. On request of the Village, the Sanitary District will from time to time advise and consult with the Village and use its best efforts so that the Village may take timely steps to provide or cause its customers to provide required pre-treatment or other arrangements for handling unacceptable wastes, and so that the Village may identify the source of any such unacceptable waste coming through its sewerage system.

Section 7. Indemnity; Insurance. (a) Commencing with the date on which the Village System, or any part thereof, or the facilities described in Exhibit B are connected to the Sanitary District's system, the Sanitary District shall indemnify, defend and save harmless the Village from and against all claims, causes of action, loss or liability which may arise out of or in connection with the maintenance and operation of the Village System in the South Service Area or the Exhibit B facilities under the provisions of this Agreement or which may arise out of or in connection with the maintenance and operation of the Sanitary District's sewage treatment plant, and the Sanitary District shall at all times during the term of this Agreement maintain in full force and effect public liability and property damage insurance in the following amounts:

	<u>Each Person</u>	<u>Each Occurrence</u>
Bodily Injury	\$100,000	\$300,000
Property Damage	\$100,000	\$300,000
Personal Injury other than Bodily Injury	\$100,000	\$300,000

Throughout the term of this Agreement, the Sanitary District shall provide the Village with certificates evidencing such insurance, providing that such insurance is not cancellable by the issuer thereof without at least ten days' prior written notice to the Village.

(b) The Village shall indemnify, defend and save harmless the Sanitary District from and against all claims, causes of action, loss or liability which may arise out of or in connection with the construction of any portion of the Village System or the facilities described in Exhibit B which have not then been accepted and approved by the Sanitary District, and the Village shall during such period maintain in full force public liability and property damage insurance in the following amounts:

	<u>Each Person</u>	<u>Each Occurrence</u>
Bodily Injury	\$100,000	\$300,000
Property Damage	\$100,000	\$300,000
Personal Injury other than Bodily Injury	\$100,000	\$300,000

During such period the Village shall provide the Sanitary District with certificates evidencing such insurance, providing that such insurance is not cancellable by the issuer thereof without at least ten days' prior written notice to the Sanitary District.

(c) Nothing herein contained and no action taken by the Village or the Sanitary District pursuant to the provision hereof shall be so construed as to make any employee or agent of the Sanitary District an employee or agent of the Village, and the Sanitary District shall be and remain fully and solely responsible to its employees and agents for their compensation and other benefits, for injuries or damage to their persons or property, or to the persons or property of third persons, incurred in the course of employment of such employees or agents, and for their acts and omissions in the course of their employment. Nothing herein contained and no action taken by the Village of the Sanitary District pursuant to the provisions hereof shall be so construed as to make any employee or agent of the Village an employee or agent of the Sanitary District, and the Village shall be and remain fully and solely responsible to its employees and agents for their compensation and other benefits, for injuries or damage to their persons or property, or to the persons or property of third persons, incurred in the course of employment of such employees or agents, and for their acts and omissions in the course of their employment.

Section 3. Future Annexation Within South Service Area.

(a) Without the prior written consent of the Sanitary District to act otherwise, the Village will not hereafter annex any territory in the South Service Area unless prior to or concurrently with such annexation a proper petition shall be duly filed seeking annexation of the same territory to the Sanitary District.

(b) Without the prior written consent of the Village to act otherwise, the Sanitary District will not hereafter annex any territory in the South Service Area unless prior to or concurrently with such annexation a proper petition shall be duly filed seeking annexation of the same territory to the Village, so long as said condition does not violate any law or any regulation validly issued thereunder.

Section 9. Effective Date; Term; Renewals. This Agreement shall become effective on the 23<sup>RD</sup> day of OCTOBER, 1972 and shall remain in full force and effect for an initial term of 20 years thereafter. Upon expiration of such initial term, this Agreement may be renewed at the option of the Village for two additional successive 10-year terms. Each such renewal shall be effected by written notice delivered by the Village to the Sanitary District not less than 12 months nor more than 18 months prior to the final date of the then current term hereof, stating that the Village has elected to exercise such renewal option. Notwithstanding the above, this Agreement shall terminate automatically and without any act or instrument by either the Village or the Sanitary District at such time as the Village shall convey the facilities comprising the Village System to the Sanitary District pursuant to the provisions of Section 3(a).

Section 10. Notices; Information. (a) Any and all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed to be delivered either at the time of actual delivery thereof to the Mayor of the Village or the President of the Sanitary District Trustees, or

twenty-four (24) hours after the deposit thereof in any United States main or branch post office in the State of Illinois, registered mail postage prepaid, addressed as follows:

If to the Village:

Office of the Mayor  
Village of Downers Grove  
Village Hall  
Downers Grove, Illinois 60515

Or if to the Sanitary District:

Downers Grove Sanitary District  
5120 Main Street  
Downers Grove, Illinois 60515

(b) The Village shall provide to the Sanitary District not less than quarterly such information or summaries thereof as may come into its possession concerning both the actual and potential growth or development of the South Service Area, including without limitation the number of building permits issued by the Village, information concerning requested zoning changes, variances and conditional uses, together with such other pertinent information and data as the officials of the Village normally use in making their own projections of growth and development. Such information is intended for planning purposes only, and any inaccuracy therein or the failure of the Village to provide any particular data to the Sanitary District shall not be deemed a breach of this Agreement or render the Village liable for any damages.

Section 11. Severability. In the event that any part, term, or provision of this agreement shall be determined by any court of competent jurisdiction to be illegal or unenforceable for any reason whatsoever, the remaining portions of this Agree-



ment shall remain valid and enforceable between the parties in accordance with their terms, provided that the part, term or provision of this Agreement determined to be illegal or unenforceable does not materially adversely affect the general intent and purposes of this Agreement.

Section 12. Specific Performance. It is agreed and acknowledged by the Village and the Sanitary District that the recovery of damages or the enforcement of any other remedy at law will be inadequate in the event of default by either party hereunder and that the rights of both parties hereunder shall be enforceable by injunction and specific performance in an appropriate suit seeking such remedies.

Section 13. Assignment. This Agreement and the rights of the parties hereunder shall not be assignable without the prior written consent of the other party.

Section 14. Vis Major. In case by reason of Vis Major (hereinafter defined) either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and a reasonably detailed statement of such Vis Major in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Vis Major, shall be temporarily suspended during the continuance of the inability than claimed; provided that any such party shall endeavor diligently and in good faith to remove or overcome such inability with all reasonable dispatch. The term Vis Major as employed herein shall mean and include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy,

orders of any kind of the Government of the United States or the State of Illinois or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, storms, floods, droughts, civil disturbances, explosions, partial or entire failure of electricity or water supply, and any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party subject thereto. Notwithstanding any other provision to the contrary, the Sanitary District covenants and agrees that it will comply with all lawful orders of the Government of the United States, the State of Illinois, or any other governmental authority having jurisdiction over operations of the Sanitary District facilities in such manner that the Sewage Disposal Service for the South Service Area will remain uninterrupted for the duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts, each of which shall be deemed to be an original, all as of the day and year first above written.

THE DOWNERS GROVE SANITARY DISTRICT

By *Gregory W. Zwick*

ATTEST:

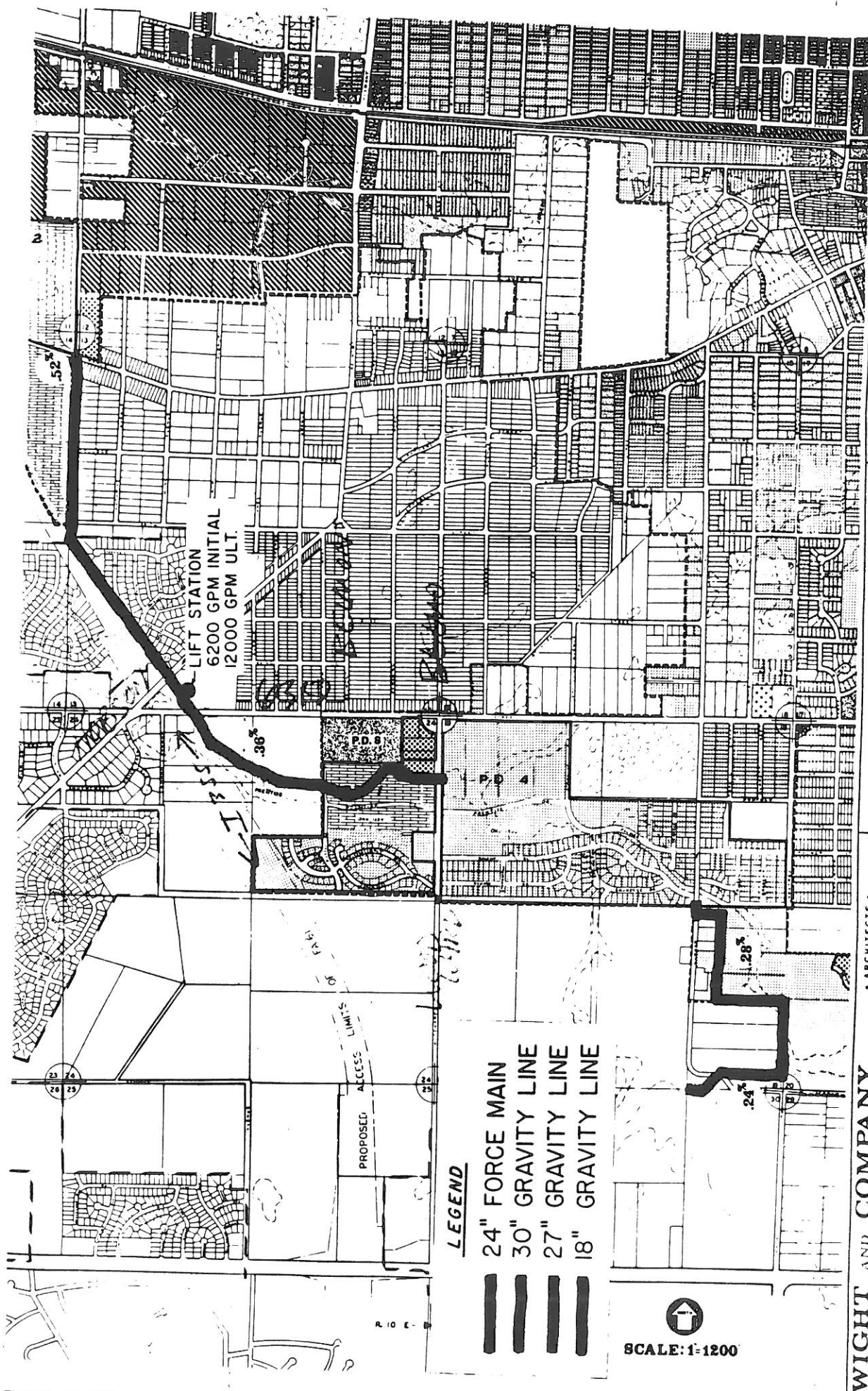
*Hugh A. Williams, Jr.*

VILLAGE OF DOWNERS GROVE

By *Frank W. [Signature]*

ATTEST:

*[Signature]*



AMENDMENT

This Amendment dated this 15<sup>TH</sup> day of JANUARY, 1980, is attached to and made a part of those certain Agreements, as amended, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter called the "Village"), and the Downers Grove Sanitary District, a body politic and corporate under the laws of the State of Illinois (hereinafter called the "District").

## WITNESSETH:

WHEREAS, the Village and the District entered into an Agreement dated March 19, 1968, (hereinafter called the "1968 Agreement"), and a subsequent Amendment to that Agreement dated August 1, 1973, to provide for the rendering of sewage treatment service by the District for certain territory as described therein, called the Northwest Area, within the Village; and

WHEREAS, the Village and the District also entered into an Agreement dated October 23, 1972, (hereinafter called the "1972 Agreement") to provide for the rendering of sewage treatment service by the District for certain territory as described therein, called the South Service Area, within the Village; and

WHEREAS, the Village and the District now desire to enter into certain modifications to the above-described Agreements as amended, all as hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Village and the District hereby agree as follows:

(1) As a result of Illinois Environmental Protection Agency and U. S. Environmental Protection Agency grants received by the District on the Wastewater Treatment Center Expansion which included the Raw Sewage Pumping Facility and Grit Removal Facility referred to in the 1968 Agreement as amended in 1973, the District shall increase the downstream improvement charge credits due to the Village for annexation of property included in the 1972 Agreement by \$114,750.00.

(2) The District acknowledges receipt from the Village of the \$500,000.00 described in the 1972 Agreement for sanitary sewer construction. The total downstream improvement charges waived by the District as a result of annexations within the service area of the 1972 Agreement is \$387,184.48 as detailed in Exhibit A.

(3) The District shall annex the property described in Exhibit B upon submission of a Petition for Annexation. The District shall waive the downstream improvement charge which would customarily be paid with the annexation of said property. The amount of such charges waived for this annexation shall be \$151,218.00 as detailed in Exhibit C. In the event the actual development of this property exceeds the total allocation of 1,626 Population Equivalent as detailed in Exhibit C, the District shall be reimbursed by the Village for the downstream improvement charges attributable to said overage, calculated on the rates in effect at the time said development occurs. No adjustment will be made by the District should the actual development of the property be less than 1,626 Population Equivalent.

(4) The downstream improvement charge credit remaining to the Village after crediting the property described in Exhibit B, and after all other transactions to date is \$76,347.52, as detailed in Exhibit D. The District shall apply this remaining credit as directed by the Village to property within the service area of the 1972 Agreement. In applying this credit, the amount of downstream improvement charges to be waived by the District shall be calculated at the rates in effect at the time of development of said property.

(5) Except as provided in Section 4 above, the Village shall waive all rights to any funds which may be due to the Village from the District under any term and/or provision of the 1968 Agreement as amended in 1973, and the 1972 Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts, each of which shall be deemed to be an original, all as of the day and year first above written.

VILLAGE OF DOWNERS GROVE

By *Jim D. Council*

Attest:

*Barbara Walden*  
Village Clerk

DOWNERS GROVE SANITARY DISTRICT

By *Hugh A. Williams Jr.*

Attest:

*Herbert R. Levin*

## EXHIBIT A

## Downstream Improvement Charges

## for Properties Annexed

<u>Description</u>	<u>Lots or Acres</u>	<u>PF Utilized</u>	<u>Downstream Improvement Charge</u>
Spring Green Village	45 lots	180	\$13,500.00
Lots 5,6, & 13 in Pine Hills Unit #1; Lots 1-6 West 200 ft of Lot 7, lots 8-13, lot 14 except south 200 ft. of west 209 ft. all in Pine Hills Unit #2	48.19 acres	1257	78,591.28
Concord Square Unit No. 1	102 lots	408	25,500.00
Dunham Place Unit No. 1	124 lots	496	31,000.00
Concord Square Unit No. 2	191 lots	764	57,300.00
Dunham Place Unit No. 2	103 lots	412	35,432.00
Dunham Place Unit No. 5	45 lots	180	16,740.00
Dunham Place Unit No. 8	97 lots 2.686 acres	455.2	42,333.60
Northwest Corner Lemont Road and 75th Street	37.327 acres	933.2	86,787.60
		TOTAL	\$ 387,184.48

## EXHIBIT B

## LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

THE SOUTH HALF OF THE EAST 80 ACRES (EXCEPT THE EAST 82.5 FEET, AS MEASURED PERPENDICULAR TO THE EAST LINE THEREOF) OF THE NORTHWEST QUARTER OF SECTION 30; THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE EAST 82.5 FEET, AS MEASURED PERPENDICULAR TO THE EAST LINE THEREOF) OF SECTION 30; THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (EXCEPT THE WEST 82.5 FEET OF THE SOUTH 200 FEET THEREOF) OF SECTION 30 AND LOT 1 (EXCEPT THE WEST 250 FEET OF THE SOUTH 505 FEET THEREOF) IN WILLIAM R. WADKIN'S SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 906691, IN DU PAGE COUNTY, ILLINOIS.



## EXHIBIT C

Downstream Improvement Charges  
for Properties to be Annexed

<u>Description</u>	<u>Lots or Acres</u>	<u>PE Utilized</u>	<u>Downstream Improvement Charge</u>
Dunham Place Unit No. 6	140 lots	560	\$ 52,080.00
Dunham Place Unit No. 3	9.7 acres	242.5	22,552.50
Dunham Place Unit No. 7	6.124 acres	153.1	14,238.30
Commercial area north of 75th Street and East of Dunham Place No. 3	26.816	670.4	62,347.20
		<hr/>	<hr/>
		1,626	\$151,218.00

## EXHIBIT D

## Remaining Downstream Improvement Charge

## Waiver Credits due to VILLAGE

Initial Payment by VILLAGE for Sanitary Sewers In South Area (Section 2)	\$500,000.00
VILLAGE Portion of EPA Grants to DISTRICT on Plant (Section 1)	<u>114,750.00</u>
Subtotal	\$614,750.00
Downstream Improvement Charges Waived to Date (Section 2)	-387,184.48
Downstream Improvement Charges to be Waived (Section 3)	<u>-151,218.00</u>
Remaining Credit (Section 4)	\$ 76,347.52

AGREEMENT

THIS AGREEMENT, made this 23<sup>rd</sup> day of October, 1972, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter called the "Village"), and the Downers Grove Sanitary District, a body politic and corporate under the laws of the State of Illinois (hereinafter called the "Sanitary District"),

## WITNESSETH:

WHEREAS, the Sanitary District owns and operates certain sanitary sewer facilities, including sewage treatment facilities, serving the municipal area of the Village and other areas outside of the corporate limits of the Village; and

WHEREAS, the Village plans to annex certain territory situated generally to the south of its present corporate limits and as set forth in Exhibit A attached hereto (hereinafter referred to as the "South Service Area"), which is not yet served by or annexed to the Sanitary District, and which will require the availability of sanitary sewer facilities and sanitary sewage treatment; and

WHEREAS, the Village proposes to render sanitary sewerage service in the South Service Area, and the Village desires to have the Sanitary District make available to the South Service Area sewage treatment and some downstream sewerage service and to provide certain other services in connection with the operation of its sanitary sewerage system; and

WHEREAS, the Village and the Sanitary District desire to enter into an arrangement under which the construction of and the costs incurred in connection with the necessary sanitary

sewer and sewage treatment facilities can be effected within the limitation of presently available resources of the Village and the Sanitary District, all as hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Village and the Sanitary District hereby agree as follows:

Section 1. Sanitary Sewer Construction. (a) The Village shall cause to be constructed on or before June 1, 1974 certain portions of sewer trunk lines and a lift station, all as described in Exhibit B attached hereto, with or without assignment of contract. Said construction work shall be in accordance with plans and specifications approved by the Sanitary District, and shall be paid for by the Village, subject to the right of the Village to recapture its costs. Said recapture of costs is intended to be by means of a surcharge imposed on the charges for water service to owners and occupants of properties within the South Service Area. To the extent the facilities described in Exhibit B shall be paid for by the Village pursuant to this Subsection and Subsection 1(b), said facilities shall be and remain the property of the Village until the Village has recaptured all costs incurred, including any annexation fee paid by the Village to the Sanitary District, and including interest on all amounts outstanding at the rate of five per cent per annum. The Village's obligation to pay for the facilities described in Exhibit B shall be limited to payment of an aggregate maximum sum of \$500,000; provided however, if the Sanitary District shall receive funding for the facilities described in Exhibit B from the state and federal governments, the Sanitary District, at its option, give written notice to the Village thereby reducing the maximum amount of the Village's obligation to pay for the facilities described in Exhibit B to \$.

if greater, the amount actually paid for said facilities by the Village at the time of said notice.

(b) If the construction of the facilities described in Exhibit B requires expenses in excess of the maximum amount of the Village's obligation as set forth in Subsection 1(a), the Sanitary District shall pay such excess expenses in order to complete construction of said facilities and connection of said facilities with the existing sanitary sewerage system of the Sanitary District, and the Village and the Sanitary District shall by mutual agreement determine what part of the facilities described in Exhibit B are to be owned by the Sanitary District by virtue of its payment hereunder. For the purpose of this Subsection, the Village shall certify in writing the expenses incurred with respect to the construction of the facilities described in Exhibit B, and upon receipt of said statement the Sanitary District shall in due course pay the expenses set forth therein which exceed the maximum amount of the Village's obligation as set forth in Subsection 1(a).

(c) Easements reasonably required by the Village to cause the construction of the facilities described in Exhibit B shall be secured by the Sanitary District, and the expenses related thereto shall be paid by the Sanitary District.

Section 2. Sewage Disposal Service. (a) Subject to the provisions hereof, the Sanitary District shall at all times during the term hereof accept and receive into facilities owned or operated by the Sanitary District all the sewage and acceptable wastes from the South Service Area, and the Sanitary District shall provide such sanitary treatment and disposal as may be required by law (hereinafter referred to as the "Sewage Disposal Service") for all such sewage and acceptable wastes from the South Service Area. The Sanitary District shall have

the sole responsibility to apply for and obtain from the State of Illinois, Division of Waterways, from the Illinois Environmental Protection Agency, and from any other applicable governmental authority, all approvals, licenses and permits required for the Sewage Disposal Service and for the construction and operation of all sanitary sewage treatment facilities in connection therewith. During the term of this Agreement the Village will not provide any sewage treatment or disposal service for the Service Area, and will cause all sewage and wastes from the Service Area to be delivered to the Sanitary District at the connection point or at other points mutually agreed upon, except that (i) the Village may permit septic or holding systems for sanitary use in any building constructed in the South Service Area at locations where local sanitary sewers are not readily available, and (ii) subject to prior approval of the Sanitary District, the owner or owners of the property in the South Service Area may construct, maintain and operate such pre-treatment facilities as may be necessary or desirable in order to exclude unacceptable wastes from the Sanitary District facilities.

(b) Notwithstanding any other provision hereof to the contrary, the obligation of the Sanitary District to render Sewage Disposal Service to the South Service Area shall be limited to a population equivalent of 25 persons<sup>per acre</sup>, determined in accordance with generally accepted engineering standards, and the Sanitary District will at its own expense expand its sewage treatment facilities so as to meet the treatment requirements of the South Service Area without interruption as the property therein is improved and developed, subject to said 25 persons<sup>per acre</sup> limitation. In the event that the reasonably anticipated sanitary sewage disposal requirements of the South Service Area shall

appear to exceed a population equivalent of <sup>25</sup> ~~7,000~~ persons, *pl. cell,*  
 the Village and the Sanitary District will negotiate in good *Chas. M. ...*  
 faith with a view toward providing the additional required  
 sanitary sewage treatment capacity to the Sanitary District  
 plant, and the financing therefor.

Section 3. Service Area Collection System. (a) The  
 sanitary sewage collection system within the South Service Area  
 (hereinafter referred to collectively as the "Village System")  
 shall be constructed in accordance with plans and specifications  
 conforming to the requirements of the Sanitary District's standard  
 specifications for such construction, except to the extent otherwise  
 provided in Exhibit C attached hereto. All such construction  
 and all facilities to be connected to the Village System must  
 be approved by the Sanitary District as being in compliance  
 therewith prior to connection thereof to the Sanitary District's  
 presently existing facilities or to the Village System. For  
 such purpose, the Sanitary District will inspect such construction  
 work on the Village System from time to time, and will supervise  
 the final testing of all sewers in the South Service Area before  
 connection thereof to the Sanitary District's presently existing  
 system or to the Village System. For such inspection, the Sanitary  
 District shall be paid in accordance with its standard schedule  
 with respect thereto, uniformly applicable throughout the Sanitary  
 District and as the same may uniformly be amended and in force  
 from time to time. The Village System shall remain the property  
of the Village until the time all costs have been recaptured  
 pursuant to Section 1(a) hereinabove, and at which time the  
 property interest of the Village in the Village System shall  
 be conveyed in due course to the Sanitary District and the  
 Sanitary District shall accept same.

(b) The Village System shall be constructed so as to conduct sewage and wastes from the South Service Area to and through the facilities described in Exhibit B to the point or points of connection to the Sanitary District's existing facilities. Other points of connection between the South Service Area and the Sanitary District's facilities shall be determined by the Village, subject to the approval of the Sanitary District, which approval shall not be unreasonably withheld.

Section 4. Sewerage, Maintenance and Operation Service. Except as herein expressly provided to the contrary, commencing with the approval by the Sanitary District of the connection of the Village System, or any part thereof, to the Sanitary District's system under Section 3(a), the Sanitary District at its sole expense shall maintain and operate the Village System and the facilities described in Exhibit B, or such parts thereof as may from time to time be approved by the Sanitary District under Section 3(a), including all operation thereof, maintenance, repairs, replacements, restoration, preventive maintenance and other work which would normally be required in order to preserve the Village System in the South Service Area and the facilities described in Exhibit B in good condition and working order; provided, however, that the Sanitary District shall not be responsible for any defective material or workmanship occurring within the normal one-year warranty period following construction and acceptance as set forth in the Sanitary District's standard specifications.

Section 5. Charges. (a) For the performance of the obligations of the Sanitary District under the provisions of this Agreement, the Village covenants not to permit connection to the Village System until the connection charge shall be paid to



the Sanitary District pursuant to the ordinances of the Sanitary District. Said connection charge shall be computed in accordance with the Sanitary District's standard schedule with respect thereto, uniformly applicable throughout the Sanitary District and as the same may uniformly be amended and in force from time to time. In connection with the payment of and accounting for said connection charge, the Sanitary District is authorized to take action in the name of the Village with respect to sanitary sewer connections in the South Service Area, including (i) issuance of permits for connection of any building drain to the public sewers, and (ii) collection of and receipt for charges payable for connection of any building drain to the public sewers. Said authorization shall not be deemed to include authorization to incur any expense or waive any right on behalf of the Village unless the Sanitary District assumes all obligations arising therefrom. Any determination made by the Sanitary District with respect to connection or connection charges to the Village's System shall be binding upon the Sanitary District for all purposes of this Agreement. The Sanitary District shall arrange to have a monthly accounting of all such charges prepared and delivered to the Village.

(b) For the performance of the obligations of the Village under the provisions of this Agreement, the Sanitary District (i) shall waive the downstream improvement charge (also known as and herein referred to as the "annexation fee") for annexation of any part of the South Service Area that has been annexed or is to be annexed to the Village pursuant to a proper petition for annexation which has been duly filed at the time of

annexation to the Sanitary District, (ii) shall pay to the Village upon receipt a certain percent of the annexation fee for annexation to the Sanitary District of any part of the South Service Area that has not been annexed by the Village or does not have a proper petition for annexation to the Village pending at the time of annexation to the Sanitary District, and (iii) shall pay to the Village upon receipt a certain percent of the annexation fee for annexation to the Sanitary District of any property outside the South Service Area, which property shall benefit from the facilities described in Exhibit B, and which property has not been annexed by the Village or does not have a proper petition for annexation to the Village pending at the time of annexation to the Sanitary District. The said annexation fee shall be computed in accordance with the Sanitary District's standard schedule with respect thereto, uniformly applicable throughout the Sanitary District and as the same may uniformly be amended and in force from time to time. That certain percent of the annexation fee required to be paid pursuant to provisions (ii) and (iii) of this Subsection shall be determined by dividing the amount paid by the Village for the facilities needed to provide service to the area to be annexed by the total cost paid by both the Village and the Sanitary District for the facilities needed to provide service to the area to be annexed. Said annexation fee to the extent so waived or so paid shall be certified in writing by the Sanitary District to the Village and shall be credited to the Village's expenditures incurred pursuant to Section 1(a). The Sanitary District's obligations to waive or to pay the annexation fee or part thereof pursuant

from or changes in the list of unacceptable wastes hereunder; provided, that any such changes in such list shall not be effective until 10 days after delivery of written notice thereof by the Sanitary District to the Village, or such shorter period as may be required by law or by order of the State of Illinois, Division of Waterways, the Illinois Environmental Protection Agency, or any other governmental authority having jurisdiction over the Sanitary District. On request of the Village, the Sanitary District will from time to time advise and consult with the Village and use its best efforts so that the Village may take timely steps to provide or cause its customers to provide required pre-treatment or other arrangements for handling unacceptable wastes, and so that the Village may identify the source of any such unacceptable waste coming through its sewerage system.

Section 7. Indemnity; Insurance. (a) Commencing with the date on which the Village System, or any part thereof, or the facilities described in Exhibit B are connected to the Sanitary District's system, the Sanitary District shall indemnify, defend and save harmless the Village from and against all claims, causes of action, loss or liability which may arise out of or in connection with the maintenance and operation of the Village System in the South Service Area or the Exhibit B facilities under the provisions of this Agreement or which may arise out of or in connection with the maintenance and operation of the Sanitary District's sewage treatment plant, and the Sanitary District shall at all times during the term of this Agreement maintain in full force and effect public liability and property damage insurance in the following amounts:

	<u>Each Person</u>	<u>Each Occurrence</u>
Bodily Injury	\$100,000	\$300,000
Property Damage	\$100,000	\$300,000
Personal Injury other than Bodily Injury	\$100,000	\$300,000

Throughout the term of this Agreement, the Sanitary District shall provide the Village with certificates evidencing such insurance, providing that such insurance is not cancellable by the issuer thereof without at least ten days' prior written notice to the Village.

(b) The Village shall indemnify, defend and save harmless the Sanitary District from and against all claims, causes of action, loss or liability which may arise out of or in connection with the construction of any portion of the Village System or the facilities described in Exhibit B which have not then been accepted and approved by the Sanitary District, and the Village shall during such period maintain in full force public liability and property damage insurance in the following amounts:

	<u>Each Person</u>	<u>Each Occurrence</u>
Bodily Injury	\$100,000	\$300,000
Property Damage	\$100,000	\$300,000
Personal Injury other than Bodily Injury	\$100,000	\$300,000

During such period the Village shall provide the Sanitary District with certificates evidencing such insurance, providing that such insurance is not cancellable by the issuer thereof without at least ten days' prior written notice to the Sanitary District.

(c) Nothing herein contained and no action taken by the Village or the Sanitary District pursuant to the provision hereof shall be so construed as to make any employee or agent of the Sanitary District an employee or agent of the Village, and the Sanitary District shall be and remain fully and solely responsible to its employees and agents for their compensation and other benefits, for injuries or damage to their persons or property, or to the persons or property of third persons, incurred in the course of employment of such employees or agents, and for their acts and omissions in the course of their employment. Nothing herein contained and no action taken by the Village of the Sanitary District pursuant to the provisions hereof shall be so construed as to make any employee or agent of the Village an employee or agent of the Sanitary District, and the Village shall be and remain fully and solely responsible to its employees and agents for their compensation and other benefits, for injuries or damage to their persons or property, or to the persons or property of third persons, incurred in the course of employment of such employees or agents, and for their acts and omissions in the course of their employment.

Section 3. Future Annexation Within South Service Area.

(a) Without the prior written consent of the Sanitary District to act otherwise, the Village will not hereafter annex any territory in the South Service Area unless prior to or concurrently with such annexation a proper petition shall be duly filed seeking annexation of the same territory to the Sanitary District.

(b) Without the prior written consent of the Village to act otherwise, the Sanitary District will not hereafter annex any territory in the South Service Area unless prior to or concurrently with such annexation a proper petition shall be duly filed seeking annexation of the same territory to the Village, so long as said condition does not violate any law or any regulation validly issued thereunder.

Section 9. Effective Date; Term; Renewals. This Agreement shall become effective on the 23<sup>RD</sup> day of OCTOBER, 1972 and shall remain in full force and effect for an initial term of 20 years thereafter. Upon expiration of such initial term, this Agreement may be renewed at the option of the Village for two additional successive 10-year terms. Each such renewal shall be effected by written notice delivered by the Village to the Sanitary District not less than 12 months nor more than 18 months prior to the final date of the then current term hereof, stating that the Village has elected to exercise such renewal option. Notwithstanding the above, this Agreement shall terminate automatically and without any act or instrument by either the Village or the Sanitary District at such time as the Village shall convey the facilities comprising the Village System to the Sanitary District pursuant to the provisions of Section 3(a).

Section 10. Notices; Information. (a) Any and all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed to be delivered either at the time of actual delivery thereof to the Mayor of the Village or the President of the Sanitary District Trustees, or

twenty-four (24) hours after the deposit thereof in any United States main or branch post office in the State of Illinois, registered mail postage prepaid, addressed as follows:

If to the Village:

Office of the Mayor  
Village of Downers Grove  
Village Hall  
Downers Grove, Illinois 60515

Or if to the Sanitary District:

Downers Grove Sanitary District  
5120 Main Street  
Downers Grove, Illinois 60515

(b) The Village shall provide to the Sanitary District not less than quarterly such information or summaries thereof as may come into its possession concerning both the actual and potential growth or development of the South Service Area, including without limitation the number of building permits issued by the Village, information concerning requested zoning changes, variances and conditional uses, together with such other pertinent information and data as the officials of the Village normally use in making their own projections of growth and development. Such information is intended for planning purposes only, and any inaccuracy therein or the failure of the Village to provide any particular data to the Sanitary District shall not be deemed a breach of this Agreement or render the Village liable for any damages.

Section 11. Severability. In the event that any part, term, or provision of this agreement shall be determined by any court of competent jurisdiction to be illegal or unenforceable for any reason whatsoever, the remaining portions of this Agree-

ment shall remain valid and enforceable between the parties in accordance with their terms, provided that the part, term or provision of this Agreement determined to be illegal or unenforceable does not materially adversely affect the general intent and purposes of this Agreement.

Section 12. Specific Performance. It is agreed and acknowledged by the Village and the Sanitary District that the recovery of damages or the enforcement of any other remedy at law will be inadequate in the event of default by either party hereunder and that the rights of both parties hereunder shall be enforceable by injunction and specific performance in an appropriate suit seeking such remedies.

Section 13. Assignment. This Agreement and the rights of the parties hereunder shall not be assignable without the prior written consent of the other party.

Section 14. Vis Major. In case by reason of Vis Major (hereinafter defined) either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and a reasonably detailed statement of such Vis Major in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Vis Major, shall be temporarily suspended during the continuance of the inability than claimed; provided that any such party shall endeavor diligently and in good faith to remove or overcome such inability with all reasonable dispatch. The term Vis Major as employed herein shall mean and include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy,



orders of any kind of the Government of the United States or the State of Illinois or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, storms, floods, droughts, civil disturbances, explosions, partial or entire failure of electricity or water supply, and any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party subject thereto. Notwithstanding any other provision to the contrary, the Sanitary District covenants and agrees that it will comply with all lawful orders of the Government of the United States, the State of Illinois, or any other governmental authority having jurisdiction over operations of the Sanitary District facilities in such manner that the Sewage Disposal Service for the South Service Area will remain uninterrupted for the duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts, each of which shall be deemed to be an original, all as of the day and year first above written.

THE DOWNERS GROVE SANITARY DISTRICT

BY *Ray W. Zowch*

ATTEST:

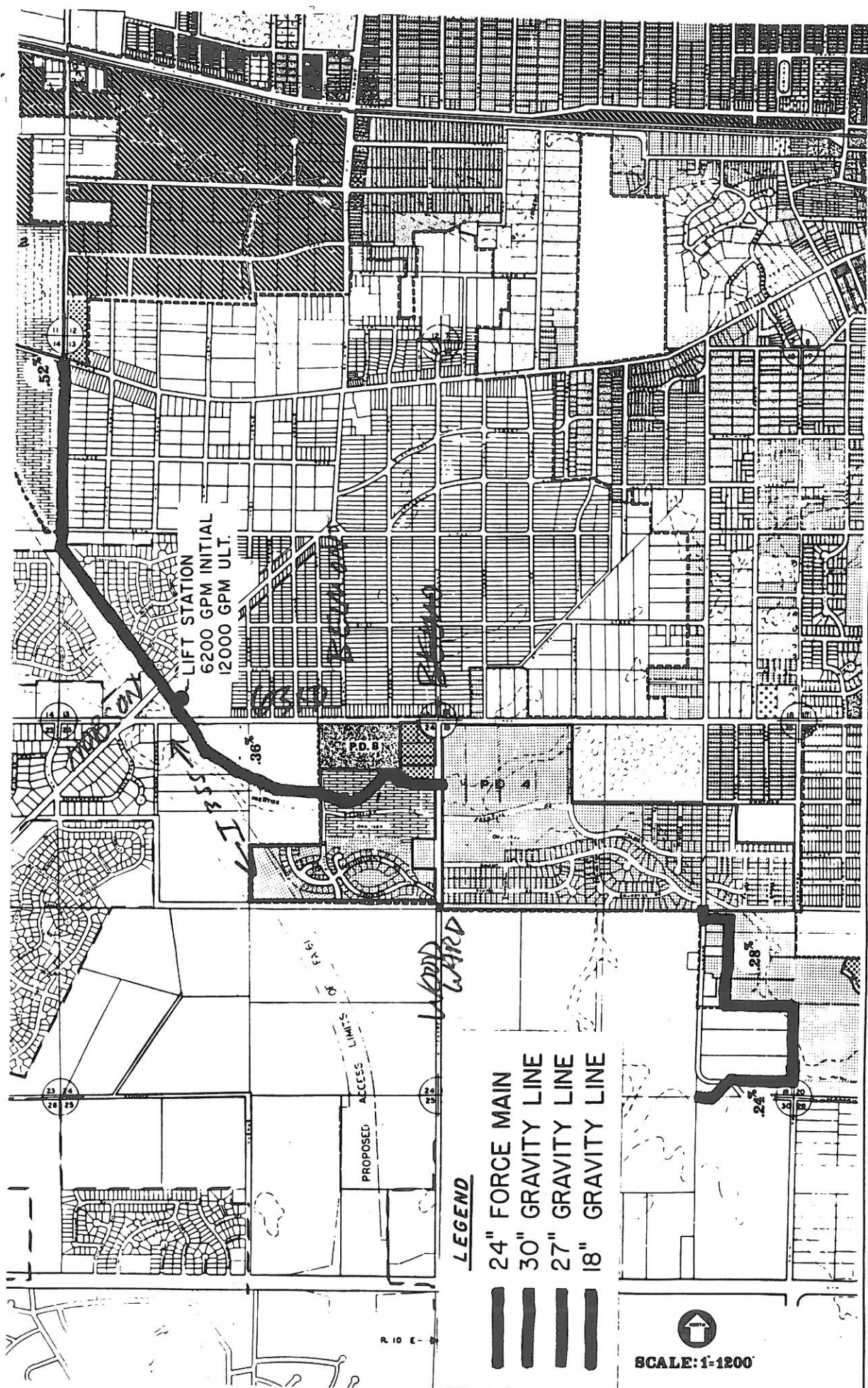
*Hugh A. Williams, Jr.*

VILLAGE OF DOWNERS GROVE

BY *Paul [unclear]*

ATTEST:

*[Signature]*



**LEGEND**

-  24" FORCE MAIN
-  30" GRAVITY LINE
-  27" GRAVITY LINE
-  18" GRAVITY LINE

  
**SCALE: 1-1200**

AMENDMENT

This Amendment dated this 15<sup>TH</sup> day of JANUARY, 1980, is attached to and made a part of those certain Agreements, as amended, by and between the Village of Downers Grove, an Illinois municipal corporation (hereinafter called the "Village"), and the Downers Grove Sanitary District, a body politic and corporate under the laws of the State of Illinois (hereinafter called the "District").

## WITNESSETH:

WHEREAS, the Village and the District entered into an Agreement dated March 19, 1968, (hereinafter called the "1968 Agreement"), and a subsequent Amendment to that Agreement dated August 1, 1973, to provide for the rendering of sewage treatment service by the District for certain territory as described therein, called the Northwest Area, within the Village; and

WHEREAS, the Village and the District also entered into an Agreement dated October 23, 1972, (hereinafter called the "1972 Agreement") to provide for the rendering of sewage treatment service by the District for certain territory as described therein, called the South Service Area, within the Village; and

WHEREAS, the Village and the District now desire to enter into certain modifications to the above-described Agreements as amended, all as hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Village and the District hereby agree as follows:

(1) As a result of Illinois Environmental Protection Agency and U. S. Environmental Protection Agency grants received by the District on the Wastewater Treatment Center Expansion which included the Raw Sewage Pumping Facility and Grit Removal Facility referred to in the 1968 Agreement as amended in 1973, the District shall increase the downstream improvement charge credits due to the Village for annexation of property included in the 1972 Agreement by \$114,750.00.

(2) The District acknowledges receipt from the Village of the \$500,000.00 described in the 1972 Agreement for sanitary sewer construction. The total downstream improvement charges waived by the District as a result of annexations within the service area of the 1972 Agreement is \$387,184.48 as detailed in Exhibit A.

(3) The District shall annex the property described in Exhibit B upon submission of a Petition for Annexation. The District shall waive the downstream improvement charge which would customarily be paid with the annexation of said property. The amount of such charges waived for this annexation shall be \$151,218.00 as detailed in Exhibit C. In the event the actual development of this property exceeds the total allocation of 1,626 Population Equivalent as detailed in Exhibit C, the District shall be reimbursed by the Village for the downstream improvement charges attributable to said overage, calculated on the rates in effect at the time said development occurs. No adjustment will be made by the District should the actual development of the property be less than 1,626 Population Equivalent.

(4) The downstream improvement charge credit remaining to the Village after crediting the property described in Exhibit B, and after all other transactions to date is \$76,347.52, as detailed in Exhibit D. The District shall apply this remaining credit as directed by the Village to property within the service area of the 1972 Agreement. In applying this credit, the amount of downstream improvement charges to be waived by the District shall be calculated at the rates in effect at the time of development of said property.

(5) Except as provided in Section 4 above, the Village shall waive all rights to any funds which may be due to the Village from the District under any term and/or provision of the 1968 Agreement as amended in 1973, and the 1972 Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts, each of which shall be deemed to be an original, all as of the day and year first above written.

VILLAGE OF DOWNERS GROVE

By *Jim D. Council*

Attest:

*Barbara Walden*  
Village Clerk

DOWNERS GROVE SANITARY DISTRICT

By *Hugh A. Williams Jr.*

Attest:

*Herbert R. Levin*

## EXHIBIT A

## Downstream Improvement Charges

## for Properties Annexed

<u>Description</u>	<u>Lots or Acres</u>	<u>PF Utilized</u>	<u>Downstream Improvement Charge</u>
Spring Green Village	45 lots	180	\$13,500.00
Lots 5,6, & 13 in Pine Hills Unit #1; Lots 1-6 West 200 ft of Lot 7, lots 8-13, lot 14 except south 200 ft. of west 209 ft. all in Pine Hills Unit #2	48.19 acres	1257	78,591.28
Concord Square Unit No. 1	102 lots	408	25,500.00
Dunham Place Unit No. 1	124 lots	496	31,000.00
Concord Square Unit No. 2	191 lots	764	57,300.00
Dunham Place Unit No. 2	103 lots	412	35,432.00
Dunham Place Unit No. 5	45 lots	180	16,740.00
Dunham Place Unit No. 8	97 lots 2.686 acres	455.2	42,333.60
Northwest Corner Lemont Road and 75th Street	37.327 acres	933.2	86,787.60
		TOTAL	\$ 387,184.48

## EXHIBIT B

## LEGAL DESCRIPTION OF PROPERTY TO BE ANNEXED

THE SOUTH HALF OF THE EAST 80 ACRES (EXCEPT THE EAST 82.5 FEET, AS MEASURED PERPENDICULAR TO THE EAST LINE THEREOF) OF THE NORTHWEST QUARTER OF SECTION 30; THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE EAST 82.5 FEET, AS MEASURED PERPENDICULAR TO THE EAST LINE THEREOF) OF SECTION 30; THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (EXCEPT THE WEST 82.5 FEET OF THE SOUTH 200 FEET THEREOF) OF SECTION 30 AND LOT 1 (EXCEPT THE WEST 250 FEET OF THE SOUTH 505 FEET THEREOF) IN WILLIAM R. WADKIN'S SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 906691, IN DU PAGE COUNTY, ILLINOIS.

## EXHIBIT C

Downstream Improvement Charges  
for Properties to be Annexed

<u>Description</u>	<u>Lots or Acres</u>	<u>PE Utilized</u>	<u>Downstream Improvement Charge</u>
Dunham Place Unit No. 6	140 lots	560	\$ 52,080.00
Dunham Place Unit No. 3	9.7 acres	242.5	22,552.50
Dunham Place Unit No. 7	6.124 acres	153.1	14,238.30
Commercial area north of 75th Street and East of Dunham Place No. 3	26.816	670.4	62,347.20
		<hr/>	<hr/>
		1,626	\$151,218.00

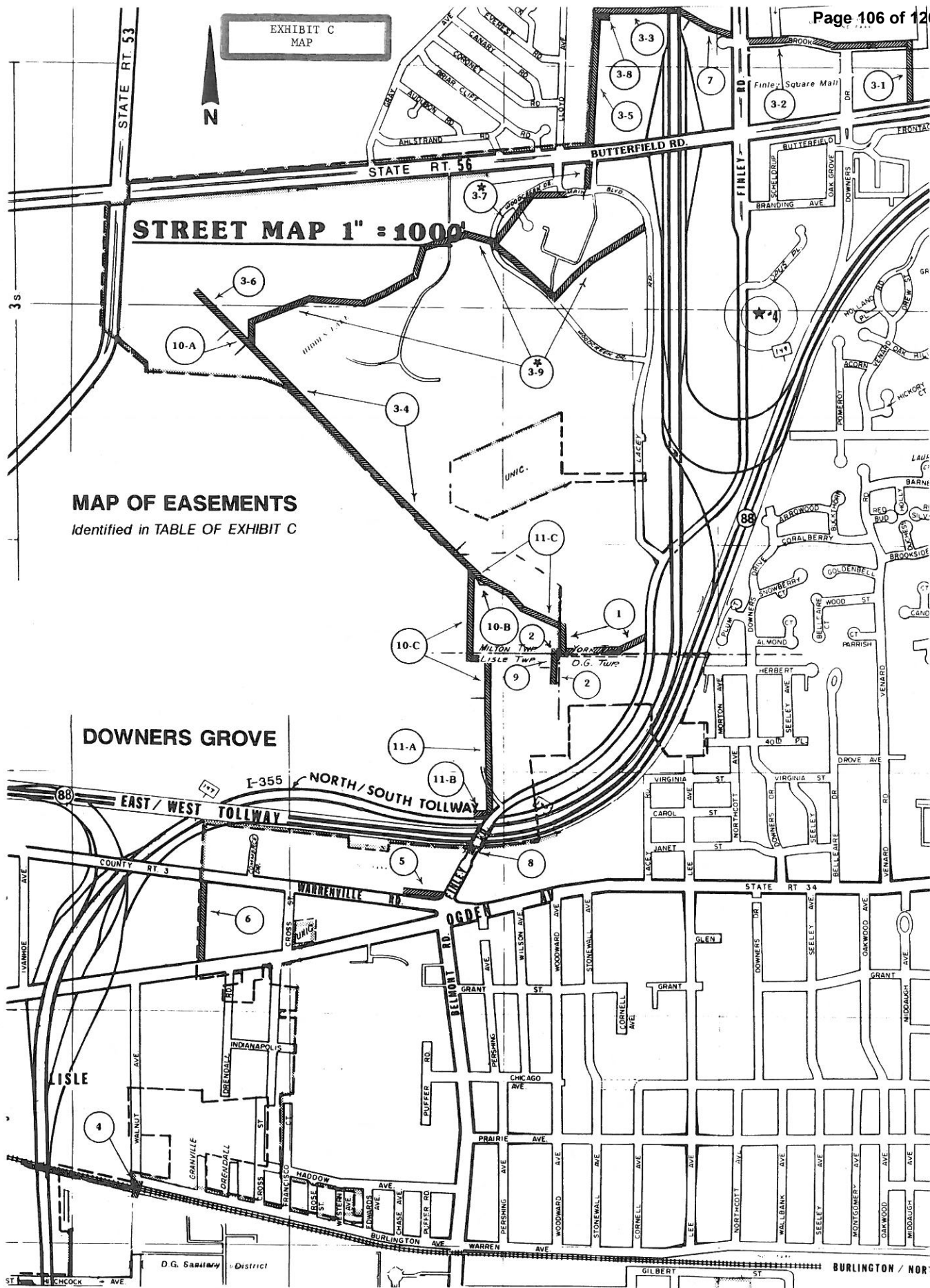


## EXHIBIT D

## Remaining Downstream Improvement Charge

## Waiver Credits due to VILLAGE

Initial Payment by VILLAGE for Sanitary Sewers In South Area (Section 2)	\$500,000.00
VILLAGE Portion of EPA Grants to DISTRICT on Plant (Section 1)	<u>114,750.00</u>
Subtotal	\$614,750.00
Downstream Improvement Charges Waived to Date (Section 2)	-387,184.48
Downstream Improvement Charges to be Waived (Section 3)	<u>-151,218.00</u>
Remaining Credit (Section 4)	\$ 76,347.52



EASEMENTS GRANTED 1968 TO 1970

INDEX NUMBERS

\*As noted in the Table, changes have been made to the easements in 3-7 and 3-9 as a result of the Woodcreek development. The changes are not shown on this map.

10/14/92

## NORTHWEST TERRITORY - EASEMENTS

Page 1

Index No.	Document No.	Location	Grantor/ Property Owner	Original Purpose	Present Use	Disposition
1	R68-28310	York Township, SW Quarter of Sec. 31	Clarence E. Korsgard Frances J. Korsgard	Watermain, Storm Sewer/Drainage, Sanitary Sewer	Sanitary Sewer	Convey to Sanitary District
2	R71-8595	Milton Twsp. SE Qtr. of Sec. 36 & Lisle Twsp. NE Qtr. of Sec.1	Morton Arboretum Univ. of Illinois	Watermain, Storm Sewer/Drainage, Sanitary Sewer	Sanitary Sewer	Convey to Sanitary District
3-1	R68-28304	York Township, SE Quarter of Sec. 30	Joseph Johnson Catherine M. Johnson	Watermain Sanitary Sewer	Sanitary Sewer	Convey to Sanitary District
3-2	R68-28305	York Township, SE Quarter of Sec. 30	Joseph Johnson Catherine M. Johnson	Watermain, Storm Sewer/Drainage, Sanitary Sewer	Watermain, Sanitary Sewer & Storm Sewer is in Right-of-Way	Contained within present Village of D.G. right-of-way known as Brook Drive
3-3	R68-28306	York Township, SW Quarter of Sec. 30	Joseph Johnson Catherine M. Johnson	Watermain, Storm Sewer/Drainage, Sanitary Sewer	Sanitary Sewer, Drainage Channel	Maintain easement for drainage purposes
3-4	R68-28307	Milton Township, NW,NE, & SE Quarters of Sec. 36	Joseph Johnson Catherine M. Johnson	Watermain, Storm Sewer/Drainage, Sanitary Sewer	Sanitary Sewer, Lacey Creek	Maintain easement for drainage purposes
3-5	R68-47837	York Township, SW Quarter of Section 30	Joseph Johnson Catherine M. Johnson	Watermain, Storm Sewer/Drainage, Sanitary Sewer	Sanitary Sewer	Convey to Sanitary District

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## NORTHWEST TERRITORY - EASEMENTS

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Index No.	Document No.	Location	Grantor/ Property Owner	Original Purpose	Present Use	Disposition
3-6	R68-47838	Milton Township, NW Quarter of Section 36	Joseph Johnson Catherine M. Johnson	Watermain, Storm Sewer/Drainage, Sanitary Sewer	Lacey Creek	Maintain easement for drainage purposes
3-7	R68-47839	Milton Township, SE Quarter of Sec. 25 & NE Quarter of Sec. 36; York Twsp., SW Quarter of Section 30	Joseph Johnson Catherine M. Johnson	Watermain, Storm Sewer/Drainage, Sanitary Sewer	Sanitary Sewer	That part of easement in Sec. 25 & Sec. 36 has been released by Village of D.G. Council action on 8/10/81. That part of easement in Sec. 30 contained sanitary sewers which have been abandoned and placed in new easements granted to Sanitary Dist. in 1988.
3-8	R68-47840	York Township, SW Quarter of Section 30	Joseph Johnson Catherine M. Johnson	Sanitary Sewer Lift Station	Sanitary Sewer Lift Station	Convey to Sanitary District.

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## NORTHWEST TERRITORY - EASEMENTS

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Index No.	Document No.	Location	Grantor/ Property Owner	Original Purpose	Present Use	Disposition
3-9	R68-47841	Milton Township, NW & NE Quarters of Sec. 36; York Township, NW Quarter of Sec. 31	Joseph Johnson Catherine M. Johnson	Watermain, Storm Sewer/Drainage, Sanitary Sewer	Sanitary Sewer Drainage Channel	Part of easement in Sec. 31 is existing in Village R.O.W. known as Woodcreek Dr. Part of easement in Sec. 31 at NE corner of Woodcreek Dr. & Access Rd. runs through area of Stormwater Retention Lake #3. Sanitary sewer in this area has been abandoned and placed in new easements granted to the San. Dist. in 1988 around the west side of the lake. That part of easement running NE of Retention Lake #3 contains only sanitary sewer but can be maintained. That part of easement in Sec. 36 on R.O.W. known as Woodcreek Dr. or area known as Woodcreek Bus.Park has been released by Village of D.G. Council action on 8/10/81. That part of easement running west of Woodcreek Bus.Park in Sec. 36, beginning at the west property line, contains part of a drainage channel as well as sanitary sewer. This section of easement should be maintained for drainage purposes.

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## NORTHWEST TERRITORY - EASEMENTS

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Index No.	Document No.	Location	Grantor/ Property Owner	Original Purpose	Present Use	Disposition
4	Not recorded	Lisle Township, NW Quarter, Sec. 12	Chicago, Burlington & Quincy Railroad Co.	Sanitary Sewer	Sanitary Sewer	Convey to Sanitary District
5	R69-21447	Lisle Township, SE Quarter of Section 1	Packard Instrument Company, Inc.	Watermain, Storm Sewer/Drainage, Sanitary Sewer	Sanitary Sewer	Convey to Sanitary District
6	R69-2730 (original) R68-54928	Lisle Township, SW Quarter of Section 1	John D. Munch Donna Munch	Sanitary Sewer	Sanitary Sewer	Convey to Sanitary District
7	R68-15751	York Township, SW Quarter of Section 30	Harris Trust & Savings Bank	Watermain, Storm Sewer/Drainage, Sanitary Sewer	Storm Sewer/ Drainage, Sanitary Sewer	Maintain easement for drainage purposes
8	R69-23476	Lisle Township, NE Quarter of Section 1	Northern Illinois Gas Company	Sanitary Sewer Force Main	Sanitary Sewer	Convey to Sanitary District
9	R71-8596	Lisle Township, NE Quarter of Section 1	Commonwealth Edison	Sanitary Sewer	Sanitary Sewer	Convey to Sanitary District
10-A	R69-3602	Milton Township, NW Quarter of Section 36	Commonwealth Edison	Lacey Creek Relocation	Lacey Creek	Maintain easement for drainage purposes

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## NORTHWEST TERRITORY - EASEMENTS

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Index No.	Document No.	Location	Grantor/ Property Owner	Original Purpose	Present Use	Disposition
10-B	R69-3602	Milton Township, SE Quarter of Section 36	Commonwealth Edison	Sanitary Sewer	Sanitary Sewer	Convey to Sanitary District
10-C	R69-3602	Milton Township, SE Quarter of Sec. 36; Lisle Township, NE Quarter of Section 1	Commonwealth Edison	Sanitary Sewer	Sanitary Sewer	Convey to Sanitary District
11-A	R69-18926	Lisle Township, NE Quarter of Section 1	Morton Arboretum	Watermain, Storm Sewer/Drainage, Sanitary Sewer	Sanitary Sewer	Convey to Sanitary District
11-B	R69-18926	Lisle Township, NE Quarter of Section 1	Morton Arboretum	Watermain, Storm Sewer/Drainage, Sanitary Sewer	Sanitary Sewer	Convey to Sanitary District
11-C	R69-18926	Milton Township, SE Quarter of Section 36	Morton Arboretum	Watermain, Storm Sewer/Drainage, Sanitary Sewer	Sanitary Sewer Lacey Creek	Maintain easement for drainage purposes

PARCEL OF LAND ON  
WHICH NORTHWEST

TERRITORY SANITARY  
SEWER LIFT STATION

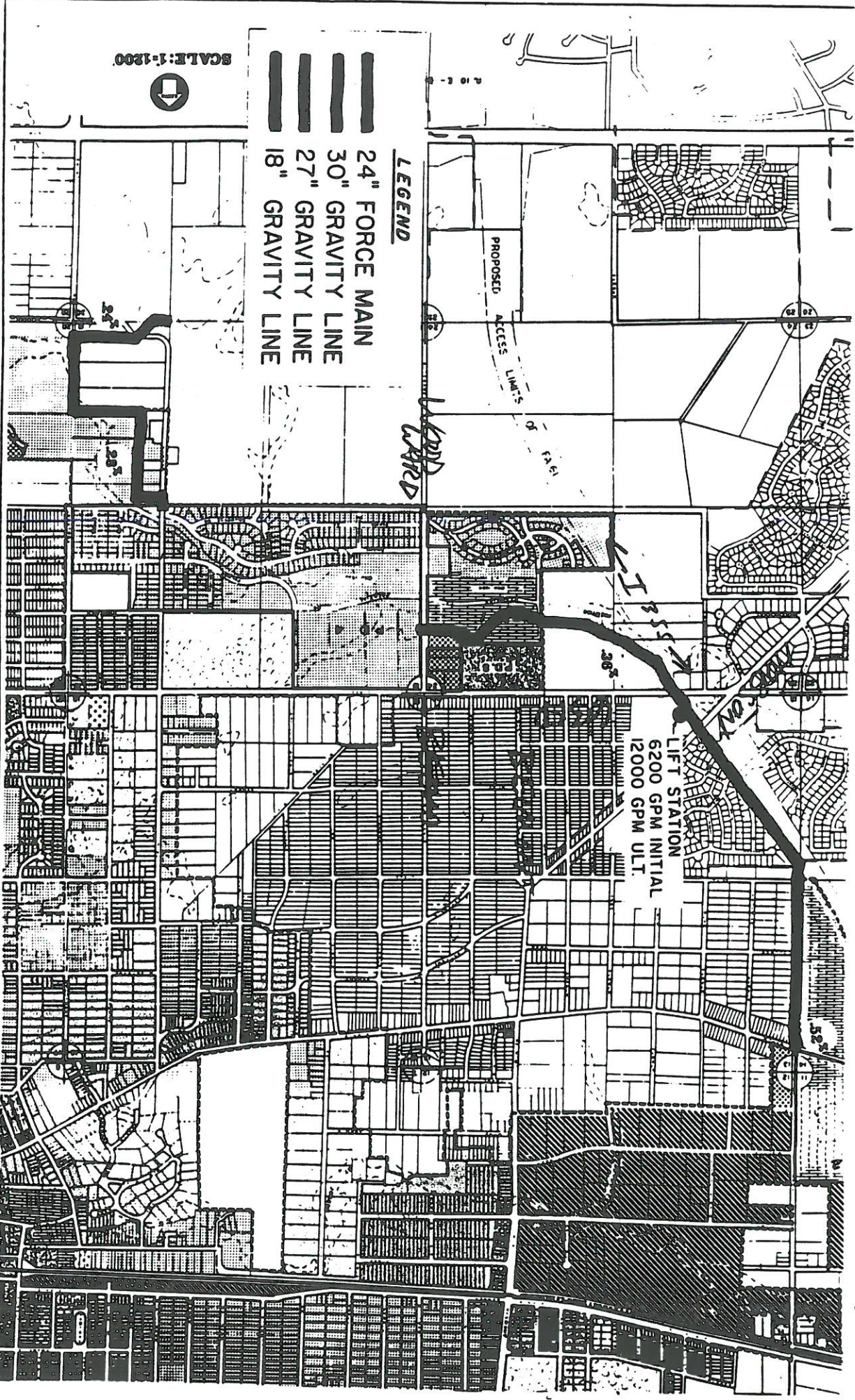
IS LOCATED  
05-36-400-012

WIGHT AND COMPANY

ARCHITECTS  
CONSULTING ENGINEERS

EXHIBIT B

10/20/18



SCALE: 1:1200

- LEGEND**
- 24" FORCE MAIN
  - 30" GRAVITY LINE
  - 27" GRAVITY LINE
  - 18" GRAVITY LINE

EXHIBIT B

SOUTH SERVICE AREA  
SANITARY SEWER SYSTEM



**ASSIGNMENT TO THE DOWNERS GROVE SANITARY DISTRICT  
OF EASEMENTS GRANTED TO THE VILLAGE OF DOWNERS GROVE  
FOR SANITARY SEWER PURPOSES**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2018, is entered into by and between the DOWNERS GROVE SANITARY DISTRICT, a sanitary district created and existing under the laws of the State of Illinois, (hereinafter referred to as the “District”), and the VILLAGE OF DOWNERS GROVE, an Illinois municipal corporation, (hereinafter referred to as the “Village”).

WHEREAS, the Village acquired certain easement rights from various property owners from 1968 to 1970 to install, construct, and maintain a sanitary sewer system within what is referred to as the Northwest Territory; and

WHEREAS, the Village has conveyed to the District by an Intergovernmental Agreement dated \_\_\_\_\_, 2018, all interest and rights of the Village, if any, in the equipment and facilities of the sanitary sewer system in the Northwest Territory; and

WHEREAS, the Village now desires to grant, convey, transfer, and assign to the District all of its rights, title, and interest acquired under the documents granting the easements for the installation, construction, and maintenance of the sanitary sewer system;

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village grants, conveys, transfers, and assigns to the District the following:

1. All rights, title, and interest in and to the following easements as granted in the described documents:

- (a) Grant of Easement from Clarence E. and Frances J. Korsgard, dated June 6, 1968, and recorded in the DuPage County Recorder of Deeds Office as Document No. R68-28310. The easement area is legally described as follows:

A parcel of land in the Southwest quarter of Section 31, Township 39 North, Range 11 East, of the Third Principal Meridian in DuPage County, Illinois, bounded and described as follows: Beginning at a point on the West line of said Section 31, 361.50 feet more or less North of the Southwest corner of Section 31, Township 39 North, Range 11 East; thence East along a line perpendicular to the last described course a distance of 16.00 feet more or less; thence South along a line parallel to and 16.00 feet more or less East of the West line of said Section 31 a distance of 351.04 feet more or less to a point on a line which is parallel to and 10.00 feet more or less North of the

South line of said Section 31; thence East along said parallel line a distance of 854.29 feet more or less; thence Northeasterly along a line parallel to and 10 feet more or less Northwesterly of the Northerly line of Lot 33 of the Northern Illinois Gas Company Assessment Plat 1 a distance of 303.16 feet more or less to a point on the West right-of-way line of Finley Road; thence South along the West right-of-way line of Finley Road a distance of 11.71 feet more or less to a point on the Northerly line of Lot 33 of the Northern Illinois Gas Company Assessment Plat 1; thence Southwesterly along said Northerly line of Lot 33 a distance of 299.95 feet more or less to the South line of Section 31, Township 39 North, Range 11 East, thence West along said South line of Section 31 a distance of 873.46 feet more or less to the Southwest corner of said Section 31,; thence North along the West line of said Section 31 a distance of 361.50 feet more or less to the point of beginning. (PIN: 06-31-300-003)

- (b) Grant of Easement from the Trustees of the Morton Arboretum and the Board of Trustees of the University of Illinois as lessee, dated September 30, 1970, and recorded in the DuPage County Recorder of Deeds Office as Document No. R71-8595. The easement area is legally described as follows:

A parcel of land in Lot No. 1, Assessment Plat No. 3, and Section "C" of the Morton Arboretum of the Southeast quarter of Section 36, Township 39 North, Range 10 East of the Third Principal Meridian in DuPage County, Illinois, bounded and described as follows:

The South 10.0 feet of the East 35 feet of Section 36, Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois. (PIN: 05-36-400-010)

And

A 20 foot strip of land lying West of a line making an angle from West to South of 86 degrees – 34' – 16" with the North line of Section 1, Township 38 North, Range 10 East of the Third Principal Meridian in DuPage County, Illinois, said line beginning at a point on the North line of Section 1 and 14.96 feet West of the Northeast corner of Section 1, said parcel lying between a line 160.00 feet South of and parallel with the North line of Section 1 and a line perpendicular to and through a point on the East line of Section 1, 335.45 feet South of the Northeast corner. (PIN: 08-01-200-014)

- (c) Grant of Easement from Joseph and Catherine M. Johnson, dated June 6, 1968, and recorded in the DuPage County Recorder of Deeds Office as Document No. R68-28304. The easement area is legally described as follows:

A strip of land 10.0 feet wide in the Southeast quarter of Section 30, Township 39 North, Range 11 East of the Third Principal Meridian in DuPage

County, Illinois, bounded and described as follows: beginning at a point on the North right of way line of Butterfield Road (F.A. Route 131) said point being 507.55 feet more or less West (as measured along said North right of way line) of the East line of said Section 30, thence North along a line parallel to and 503.75 feet more or less (measured perpendicularly) West of said East line of Section 30 a distance of 690.29 feet more or less; thence along a line that forms an angle of 88 degrees 05' 50" to the left of the last described course extended a distance of 10.01 feet more or less; thence South along a line parallel to and 513.75 feet more or less (measured perpendicularly) West of said East line of Section 30 a distance of 691.85 feet more or less to the North right of way line of Butterfield Road; thence East along said North right of way line a distance of 10.08 feet to the point of beginning. (PINs: 06-30-404-015 and 06-30-404-018)

- (d) Grant of Easement from Joseph and Catherine M. Johnson, dated October 10, 1968, and recorded in the DuPage County Recorder of Deeds Office as Document No. R68-47837. The easement area is legally described as follows:

A 15 foot strip of land in the Southwest quarter of Section 30, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois, bounded and described as follows: Beginning at a point in the West line of said Section 30, 10.01 feet more or less South of the West quarter corner of Section 30; thence Southerly along the West line of Section 30 a distance of 1745.51 feet more or less to the Northerly right of way line of Butterfield Road; thence Easterly along the Northerly right of way line of Butterfield Road a distance of 15.01 feet more or less; thence Northerly along a line parallel to and 15 feet Easterly of the West line of Section 30 a distance of 1744.55 feet more or less; thence Westerly along a line parallel to and 10 feet Southerly of the North line of the Southwest quarter of Section 30 a distance of 15.01 feet more or less to the point of the beginning. (PIN: 06-30-300-009)

- (e) Grant of Easement from Joseph and Catherine M. Johnson, dated October 10, 1968, and recorded in the DuPage County Recorder of Deeds Office as Document No. R68-47840. The easement area is legally described as follows:

The North 30.0 feet (as measured along the West line of Section 30, Township 39 North, Range 11 East) of the West 50.0 feet (as measured along the North line of the Southwest quarter of said Section 30) of the Southwest quarter of Section 30, Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois. (PIN: 06-30-300-009)

- (f) Grant of Easement from Packard Instrument Company, Inc., dated May 12, 1969, and recorded in the DuPage County Recorder of Deeds Office as Document No. R69-21447. The easement area is legally described as follows:

Parcel A-1

The South 20.00 feet as measured perpendicular to and parallel with the South Line of Lot 1 in Smith Realty Company resubdivision, a resubdivision situated in part of Section 1, Township 38 North, Range 10 East of the Third Principal Meridian, recorded as document No. 978786 in DuPage County, Illinois. (PIN: 08-01-400-005)

Parcel B-1

The South 20.0 feet as measured perpendicular to and parallel with the South Line of Lot 2 in Smith Realty Company resubdivision, a resubdivision situated in part of Section 1, Township 38 North, Range 10 East of the Third Principal Meridian, recorded as document No. 978786 in DuPage County, Illinois. (PIN: 08-01-400-004)

- (g) Intentionally omitted.
- (h) Grant of Easement from Northern Illinois Gas Company, an Illinois corporation, dated May 21, 1969, and recorded in the DuPage County Recorder of Deeds Office as Document No. R69-23476. The easement area is legally described as follows:

A strip of land 82.5 feet in width abutting the South right of way line of the Est-West Tollroad and lying in the West half of Lacey Road (also known as Finley Road) as now occupied, in the Northeast Quarter of Section 1, Township 38 North, Range 10 East of the Third Principal Meridian, Lisle Township, DuPage County, Illinois. (PIN: 08-01-200-006)

- (i) Grant of Easement from Commonwealth Edison Company, an Illinois Corporation, dated November 30, 1970, and recorded in the DuPage County Recorder of Deeds Office as Document No. R71-8596. The easement area is legally described as follows:

Parcel 1 of Commonwealth Edison Company's Westmont-Elmhurst Right-of-Way in the Northeast Quarter of Section 1, Township 38 North, Range 10 East of the Third Principal Meridian, DuPage County, Illinois. (PIN: 08-01-202-006)

- (j) Parcels A-1 and B-1 described in the Grant of Easement from the Trustees of the Morton Arboretum, dated April 10, 1969, and recorded in the DuPage County Recorder of Deeds Office as Document No. R69-18926. The easement area is legally described as follows:

Parcel A-1

Part of Lot 2 in the Assessment Plat No. 3 of lands belonging to Trustees under the Will of Joy Morton, deceased, in part of Section 36, Township 39 North, and part of Section 1, Township 28 North, both in Range 10 East of the

Third Principal Meridian according to the plat thereof recorded as Document No. 357009 in DuPage County, Illinois, described as follows: a strip of land 20.0 feet in width, lying East and adjacent to the East line of the Assessment Tract No. 1 of Commonwealth Edison Company Assessment Plat No. 14 and said East line extended Southerly as situated in the Northeast Quarter of said Section 1, according to the plate thereof recorded as Document No. 963248, said described 20.0 foot strip extending from the Northerly right of way line of Finley Road (relocated Lacey Road) (also known as Northern Illinois Toll Highway Parcel E-2-25.4) Northerly a distance of 1435 feet more or less to a Southerly right of way line of Commonwealth Edison Company's transmission line R.O.W. Easterly extension. (PIN: 08-01-202-014)

#### Parcel B-1

Part of Lot 2, in the Assessment Plat No. 3 of land belonging to Trustees under the Will of Joy Morton, deceased, in part of Section 36, Township 39 North and part of Section 1, Township 38 North, both in Range 10 East of the Third Principal Meridian according to the plat thereof recorded as Document No. 357009 in DuPage County, Illinois described as follows: beginning at a point where the Northerly right of way line of the Northern Illinois East-West Toll Highway intersects with the Northwesterly right of way line of Finley Road (relocated Lacey Road) as described in the Northern Illinois Toll Highway Parcel E-2-25.4 for a place of beginning; thence Westerly along said Northerly right of way line of the Northern Illinois East-West Toll Highway, being a curve convex to the South and having a radius of 2,739.79 feet, a distance of 150.0 feet; thence Northerly along a line radial to said curve and North right of way line, a distance of 20.0 feet; thence Easterly along a curve concentric with said Northerly R.O.W. line of the Northern Illinois East-West Toll Highway being convex to the South and having a radius of 2,719.79 feet, to a point of intersection with said Northwesterly right of way line of Finley Road (relocated Lacey Road); thence Southwesterly along said Northwesterly right of way line of Parcel E-2-25.4 to the place of beginning. (PIN: 08-01-200-012)

- (k) Grant of Easement from Joseph and Catherine M. Johnson, dated October 10, 1968, and recorded in the DuPage County Recorder of Deeds Office as Document No. R68-47839, but note that portion of easement granted released by the Village on August 10, 1981. The easement area is legally described as follows:

A strip of land 20 feet wide in Sections 25 and 36, Township 39 North, Range 10 East and Section 30, Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois, bounded and described as follows: Beginning at the intersection of the East line of Section 25 and the Southerly right of way line of Butterfield Road (F.A. Route 131); thence South along said East line of Section 25 a distance of 316.634 feet more or less; thence West along a line perpendicular to the East line of said Section 25

a distance of 384.277 feet more or less; thence along a line that forms an angle of 61 degrees 21' 44" to the left with the last described course extended a distance of 471.505 feet more or less; thence along a line that forms an angle of 6 degrees 36' 59" to the left with the last described course extended a distance of 632.624 feet more or less; thence along a line that forms an angle of 98 degrees 23' 28" to the left with the last described course extended a distance of 20.216 feet more or less; thence along a line that forms an angle of 81 degrees 36' 32" to the left with the last described course extended a distance of 628.517 feet more or less; thence along a line that forms an angle of 6 degrees 36' 59" to the right with the last described course extended a distance of 458.484 feet more or less; thence along a line that forms an angle of 61 degrees 21' 44" to the right with the last described course extended a distance of 392.411 feet more or less thence along a line that forms an angle of 90 degrees 00' 00" to the left with the last described course extended a distance of 338.836 feet more or less to the Southerly right of way line of Butterfield Road (F.A. Route 131) thence Westerly along said Southerly right of way line of Butterfield Road a distance of 20.121 feet more or less to the point of beginning. (PINs: 06-30-301-005 and 06-30-301-006)

RELEASED: That part of the strip of land 20 feet wide in Sections 25 and 36, Township 39 North, Range 10 Est of the Third Principal Meridian as granted per Grant of Easement dated October 10, 1968 and recorded October 15, 1968, as Document R68-47839; together with that part of a strip of land 30 feet wide in Section 36, aforesaid, granted per Grant of Easement dated October 10, 1968, and recorded October 15, 1968 as Document NO. R68-47841, falling within the following described tract of land:

That part of Lot 1 in RAYMOND A. MacDONALD ASSESSMENT PLAT OF WALDEN HILLS, of part of Sections 25 and 36, Township 39 North, Range 10 Est of the Third Principal Meridian, according to the plat thereof recorded February 13, 1974 as Document R74-6766, lying North of a line described as follows: Commencing at the intersection of the Easterly line of the Commonwealth Edison Company Right of Way and the Southerly line of F.A. Route 131 (Butterfield Road) in the Southwest Quarter of said Section 25, and running thence North 86 degrees 18' 39" East along said Southerly line, 403.33 feet to a fence line; thence South 2 degrees 46' 16" West along a fence line, 1,431.90 feet for a place of beginning of aforesaid line; thence South 87 degrees 13' 44" East, 3,193.37 feet to the East line of the Northeast Quarter of Section 36 at a point 1,098.36 feet South of the Northeast corner of said Northeast Quarter, as measured along the East line of said Northeast Quarter, all in DuPage County, Illinois.

- (l) Grant of Easement for ingress and egress to the sanitary sewer facilities from the Board of Trustees of the University of Illinois, a Public Corporation of the State of Illinois, dated December 16, 1968, and amended from time to time thereafter.

2. All rights, title, and interest in and to the following easements as granted in the described documents, excluding that portion of the grant of easement for storm sewer and drainage purposes which such rights, title, and interest shall be retained by the Village:

- (a) Grant of Easement from Joseph and Catherine M. Johnson, dated June 6, 1968, and recorded in the DuPage County Recorder of Deeds Office as Document No. R68-28306. The easement area is legally described as follows:

A parcel of land in the Southwest Quarter of Section 30, Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois bounded and described as follows: Beginning at the West one quarter corner of said Section 30 thence North 89 degrees 13' 09" East along the North line of the Southwest one quarter of said Section 30 a distance of 1202.46 feet; thence South 58 degrees 00' 14" East a distance of 318.72 feet; then South 01 degrees 02' 54" East a distance of 35.79 feet; thence Norther 58 degrees 00' 14" West a distance of 366.14 feet; thence South 89 degrees 13' 09" West a distance of 1163.03 feet to the West line of the Southwest one quarter of said Section 30; thence North 01 degrees 49' 49" East along the West line of the Southwest one quarter of said Section 30 a distance of 10.01 feet to the point of beginning. (PINs: 06-30-300-009 and 06-30-300-010)

- (b) Grant of Easement from Joseph and Catherine M. Johnson, dated June 6, 1968, and recorded in the DuPage County Recorder of Deeds Office as Document No. R68-28307. The easement area is legally described as follows:

A parcel of land 40.0 feet wide in Section 36, Township 39 North, Range 10 East of the Third Principal Meridian in DuPage County, Illinois, bounded and described as follows: beginning at the intersection of the division line between the C.E. Korsgard property and the Johnson property, the Northerly line of Section "C" of the Morton Arboretum, and the Northeasterly line of the Commonwealth Edison Company property described in Document No. 727231; thence Northwesterly along the Northeasterly line of said Commonwealth Edison Company property a distance of 3360.86 feet more or less; thence North along the East line of said Commonwealth Edison Company property, said East line making an angle of 45 degrees 26' 07" to the right of the last described course extended a distance of 56.14 feet more or less; thence Southeasterly along a line parallel to and 40.0 feet Northeasterly of the Northeasterly line of said Commonwealth Edison Company property a distance of 3357.72 feet more or less to the division line between the C.E. Korsgard property and the Johnson property; thence South along the division line a distance of 57.30 feet more or less to the point of beginning. (PINs: 05-36-100-003, 05-36-200-005 and 05-36-400-001)

- (c) Grant of Easement from Joseph and Catherine M. Johnson, dated October 10, 1968, and recorded in the DuPage County Recorder of Deeds Office as Document No. R68-47838. The easement area is legally described as follows:

A 30 foot strip of land in the Northwest Quarter of Section 36, Township 39 North, Range 10 East of the Third Principal Meridian in DuPage County, Illinois lying 15.0 feet on either side of a line described as follows: beginning at a point on the West line of Parcel 40 of the Commonwealth Edison Company right of way as described in Document No. 727231, 1310.26 feet South of the North line of Section 36, Township 39 North, Range 10 East of the Third Principal Meridian; thence Northwesterly along a line making an angle of 45 degrees 26' 07" as measured to the left from the West line of said Commonwealth Edison Company right of way a distance of 650 feet more or less to the center of the East Branch DuPage River. (PINs: 05-36-100-007 and 05-36-100-009)

- (d) Grant of Easement from Joseph and Catherine M. Johnson, dated October 10, 1968, and recorded in the DuPage County Recorder of Deeds Office as Document No. R68-47841, but note that part of easement granted was released by the Village on August 10, 1981. The easement area is legally described as follows:

A strip of land in Section 36, Township 39 North, Range 10 East of the Third Principal Meridian and also in Section 31, Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois, bounded and described as follows: beginning at a point in the Easterly line of Parcel 40 of the Commonwealth Edison Company right of way described in Document 727231, 1189.385 feet more or less South of the North line of Section 36, Township 39 North, Range 10 East as measured along said Easterly line; thence Northeasterly along a line making an angle of 70 degrees 47' 13" with the aforesaid Easterly line a distance of 513.293 feet more or less; thence Southeasterly along a line making an angle of 26 degrees 01' 25" to the right of the extension of the previous line, a distance of 690.303 feet; thence Northeasterly along a line making an angle of 21 degrees 40' 28" to the left of the extension of the previous line, a distance of 318.831 feet; thence Northeasterly along a line making an angle of 8 degrees 53' 21" to the left of the extension of the previous line, a distance of 434.904 feet; thence Northeasterly along a line making an angle of 45 degrees 46' 31" to the left of the extension of the previous line, a distance of 308.544 feet; thence Northeasterly along a line making an angle of 55 degrees 45' 12" to the right of the extension of the previous line, a distance of 573.481 feet; thence Southeasterly along a line making an angle of 27 degrees 25' 23" to the right of the extension of the previous line, a distance of 619.500 feet thence Southeasterly along a line making an angle of 12 degrees 38' 32" to the right of the extension of the previous line a distance of 619.301 feet; thence



Northeasterly along a line making an angle of 73 degrees 53' 08" to the left of the extension of the previous line, a distance of 292.294 feet; thence Northeasterly along a line making an angle of 15 degrees 51' 35" to the right of the extension of the previous line, a distance of 277.655 feet; thence Northeasterly along a line making an angle of 4 degrees 20' 25" to the right of the extension of the previous line, a distance of 518.491 feet more or less to a point in the Westerly right of way line of Lacey Road which is 407.85 feet more or less South of the North line of Section 31, Township 39 North, Range 11 East; thence Southerly along the Westerly right of way line of Lacey Road a distance of 33.792 feet; thence Southwesterly along a line making an angle of 62 degrees 35' 46" with the Westerly right of way line of Lacey Road a distance of 501.800 feet more or less; thence Southwesterly along a line making an angle of 4 degrees 20' 25" to the left of the extension of the previous line, a distance of 272.340 feet; thence Southwesterly along a line making an angle of 15 degrees 51' 35" to the left of the extension of the previous line; a distance of 310.674 feet; thence Northwesterly along a line making an angle of 73 degrees 53' 08" to the right of the extension of the previous line, a distance of 638.537 feet; thence Northwesterly along a line making an angle of 12 degrees 38' 32" to the left of the extension of the previous line, a distance of 608.858 feet; thence Southwesterly along a line making an angle of 27 degrees 25' 23" to the left of the extension of the previous line, a distance of 550.293 feet; thence Southwesterly along a line making an angle of 55 degrees 45' 12" to the left of the extension of the previous line, a distance of 305.340 feet; thence Southwesterly along a line making an angle of 45 degrees 46' 31" to the right of the extension of the previous line, a distance of 449.902 feet; thence Southwesterly along a line making an angle of 8 degrees 53' 21" to the right of the extension of the previous line, a distance of 326.907 feet; thence Northwesterly along a line making an angle of 21 degrees 40' 28" to the right of the extension of the previous line, a distance of 689.114 feet; thence Southwesterly along a line making an angle of 26 degrees 01' 25" to the left of the extension of the previous line a distance of 495.635 feet more or less to a point on a line parallel to and 20 feet Easterly of the Easterly line of the Commonwealth Edison Company right of way; thence South along said parallel line a distance of 300.518 feet more or less; to a point on a line parallel to and 40 feet Northeasterly of the Northeasterly line of the Commonwealth Edison Company right of way; thence Northwesterly along a line making an angle of 134 degrees 33' 53" to the right of the extension of the previous course a distance of 28.072 feet to a point on the Easterly line of the Commonwealth Edison Company right of way; thence North along said Easterly right of way line a distance of 305.621 feet more or less to the point of beginning. (PINS: 05-36-100-003, 05-36-200-005, 06-31-100-007, 06-31-100-008 and 06-31-100-009)

RELEASED: That part of the strip of land 20 feet wide in Sections 25 and 36, Township 39 North, Range 10 East of the Third Principal Meridian as granted

per Grant of Easement date October 10, 1968 and recorded October 15, 1968, as Document R68-47839; together with that part of a strip of land 30 feet wide in Section 36, aforesaid, granted per Grant of Easement dated October 10, 1968 and recoded October 15, 1968 as Document No. R68-47841, falling within the following described tract of land:

That part of Lot 1 in RAYMOND A. MacDONALD ASSESSMENT PLAT OF WALDEN HILLS, of part of Sections 25 and 36, Township 39 North, Range 10 Est of the Third Principal Meridian, according to the plat thereof recorded February 13, 1974 as Document R74-6766, lying North of a line described as follows: Commencing at the intersection of the Easterly line of the Commonwealth Edison Company Right of Way and the Southerly line of F.A. Route 131 (Butterfield Road) in the Southwest Quarter of said Section 25, and running thence North 86 degrees 18' 39" East along said Southerly line, 403.33 feet to a fence line; thence South 2 degrees 46' 16" West along said fence line, 1,431.90 feet for a place of beginning of aforesaid line; thence South 87 degrees 13' 44" East, 3,193.37 feet to the East line of the Northeast Quarter of Section 36 at a point 1,098.36 feet South of the Northeast corner of said Northeast Quarter, as measured along the East line of said Northeast Quarter, all in DuPage County, Illinois.

- (e) Grant of Easement from Harris Trust and Savings Bank as Trustee under Trust No. 32886, dated April 18, 1968, and recorded in the DuPage County Recorder of Deeds Office as Document No. R68-15751. The easement area is legally described as follows:

A strip of land in the Southwest one quarter of Section 30, Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois bounded and described as follows: commencing at the center of Section 30, Township 39 North, Range 11 East said point also being on the center line of Finley Road; thence South 01 degrees 04' 51" East along the center line of Finley Road a distance of 373.19 feet; thence North 81 degrees 55' 13" West a distance of 33.43 feet to the point of beginning said point being on the West line of Finley Road; thence North 81 degrees 55' 13" West a distance of 390.79 feet; thence North 58 degrees 00' 14" West a distance of 249.91 feet; thence South 01 degrees 01' 54" East a distance of 35.79 feet thence South 58 degrees 00' 14" East of distance of 236.97 feet; thence South 81 degrees 55' 13" East of distance of 401.98 feet to a point on the West line of Finley Road; thence North 01 degrees 04' 51" West along the West line of Finley Road a distance of 30.39 feet to the point of beginning. (PIN: 06-30-303-001)

- (f) Grant of Easement from Commonwealth Edison Company, an Illinois corporation, dated January 20, 1969, and recorded in the DuPage County Recorder of Deeds Office as Document No. R69-3602. The easement area is legally described as follows:

Parcel 40 of Commonwealth Edison Company's Station 18 – Lombard Right-of-Way in the Northwest Quarter of Section 36, Township 39 North, Range 10 East of the Third Principal Meridian in DuPage County, Illinois. (PINs: 05-36-400-014, 05-36-200-004 and 08-01-200-006)

- (g) Parcel C-1 described in the Grant of Easement from the Trustees of the Morton Arboretum, dated April 10, 1969, and recorded in the DuPage County Recorder of Deeds Office as Document No. R69-18926. The easement area is legally described as follows:

Parcel C-1

A parcel of land in Lot No. 1, Assessment Plat No. 3 and Section "C" of the Morton Arboretum of the Southeast quarter of Section 36, Township 39 North, Range 10 East of the Third Principal Meridian in DuPage County, Illinois, bounded and described as follows:

Commencing at the Southeast corner of said Section 36, thence North along the East line of said Section 36 a distance of 350.00 feet more or less to the point of beginning, thence Northwesterly along a line forming an angle of 60 degrees 24' 49" to the left with the last described course extended a distance of 299.32 feet more or less; thence Northwesterly along a line forming an angle of 3 degrees 43' 54" to the left with the last described course extended a distance of 305.49 feet more or less; thence Northwesterly along a line forming an angle of 18 degrees 31' 28" to the right with the last described course extended a distance of 200.14 feet more or less; thence Northwesterly along a line forming an angle of 21 degrees 18' 01" to the left with the last described course extended a distance of 199.55 feet more or less to the Northeasterly right of way line of Parcel No. 38 of the Commonwealth Edison Company right of way as described in Document No. 730153; thence along the Northeasterly line of said Commonwealth Edison Company right of way a distance of 596.87 feet more or less to the intersection with the Northerly line of Section "C" of the Morton Arboretum; thence Easterly along the Northerly line of said Section "C" of the Morton Arboretum a distance of 56.37 feet more or less to a point lying 40.00 feet Northeasterly of (as measured perpendicular to) the Northeasterly right of way line of said Commonwealth Edison right of way; thence Southerly along a line perpendicular to the last described course a distance of 28.39 feet more or less to a point on a line 20.00 feet Northeasterly of (as measured perpendicular to) the Northeasterly right of way line of said Commonwealth Edison right of way; thence Southeasterly along a line parallel to and 20.00 feet Northeasterly of the Northeasterly right of way line of said Commonwealth Edison right of way a distance of 283.01 feet more or less; thence along a course perpendicular to the last described course a distance of 10.00 feet more or less to a point on a line parallel to and 10.0 feet Northeasterly of said Northeasterly right of way line of the Commonwealth Edison Company right of way; thence

Southeasterly along said parallel line a distance of 225.00 feet more or less; thence Southeasterly along a line forming an angle of 21 degrees 39' 55" to the left with the last described course extended a distance of 46.49 feet more or less; thence Southwesterly along a line forming an angle of 90 degrees 00' 00" to the left with the last described course extended a distance of 178.00 feet more or less; thence Southeasterly along a line forming an angle of 21 degrees 18' 01" to the right with the last described course extended a distance of 200.39 feet more or less; thence Southeasterly along a line forming an angle of 3 degrees 43' 54" to the right with the last described course extended a distance of 293.97 feet more or less to the East line of Section 36, Township 39 North, Range 10 East; thence South along said East line of Section 36 a distance of 11.50 feet more or less to the point of beginning. (PIN: 05-36-400-010)

3. The District hereby accepts the assignment of the above-described easements and agrees to assume, perform and be bound by all of the covenants, terms, and conditions of the documents described above granting such rights to the same extent and as fully as if it was originally named as a party thereto.

4. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

Downers Grove Sanitary District

By: \_\_\_\_\_  
General Manager

Attest: \_\_\_\_\_  
Assistant Clerk

Village of Downers Grove

By: \_\_\_\_\_  
Martin Tully, Mayor

Attest: \_\_\_\_\_  
Village Clerk

## QUITCLAIM DEED

The Grantor, the VILLAGE OF DOWNERS GROVE, an Illinois Municipal Corporation, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, Conveys and Quitclaims to the DOWNERS GROVE SANITARY DISTRICT, a sanitary district created and existing under the laws of the State of Illinois, at 2710 Curtiss Street, Downers Grove, Illinois, all interest in the following described real estate situated in DuPage County, Illinois:

A parcel of land in the southeast quarter of Section 36, Township 39 North, Range 10, East of the Third Principal Meridian in DuPage County, Illinois, bounded and described as follows: beginning at the Southwest corner of the C.E. Korsgard property said point also being the intersection of the northerly line of Parcel "C" of the Morton Arboretum and the northeasterly line of the Commonwealth Edison Company property as described in Document No. 727231 and Document No. 730153; thence east along the division line between the C.E. Korsgard property and the Morton Arboretum a distance of 215.0 feet more or less; thence north along a line perpendicular to the first described course a distance of 202.0 feet more or less; thence west along a line perpendicular to the last described course a distance of 216.3 feet more or less to the west line of the C.E. Korsgard property; thence south along the west line of the C.E. Korsgard property a distance of 202.0 feet more or less to the place of beginning in DuPage County, Illinois

PIN: 05-36-400-012

Property Address: no common address

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

VILLAGE OF DOWNERS GROVE

\_\_\_\_\_  
By:  
Its:

STATE OF ILLINOIS        )  
County of DuPage         ) ss.

I, the undersigned, a Notary Public in and for the County of DuPage, State of Illinois, CERTIFY THAT \_\_\_\_\_ personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official, this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

Prepared By:	Return to/Send Future	Exempt under provisions of
Village of Downers Grove	Tax Bills to:	Paragraph b, Section 4 of the Real
Legal Department	Downers Grove Sanitary Dist.	Estate Transfer Tax Law
801 Burlington Ave.	2710 Curtiss Street	
Downers Grove, IL 60515	Downers Grove, IL 60515	_____