

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
VILLA PARK, ILLINOIS, SCHOOL DISTRICT 45 AND THE DUPAGE
COUNTY REGIONAL BOARD OF SCHOOL TRUSTEES FOR THE
GRANTING OF EASEMENTS FOR THE VILLAGE’S SUGAR CREEK
STORM WATER DETENTION PROJECT**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the Village of Villa Park (the “Village”) the Board of Education of School District 45, DuPage County Illinois (the “District”) and the DuPage County Regional Board of School Trustees (the “Regional Board”).

WHEREAS, the Village and School District are units of local government and public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) (the “Act”) and are authorized by the Act and by Article VII, Section 10 of the 1970 Constitution of the State of Illinois to enter into intergovernmental agreements of cooperation; and,

WHEREAS, the Regional Board is the owner of property on which is located Jackson Middle School operated by the District and its related parking facilities and recreational fields that is legally described in Exhibit A attached hereto and made a part hereof; and,

WHEREAS, the Regional Board and District have authority pursuant to Section 5-30 of the School Code (105 ILCS 5/5-30) to grant temporary or permanent easements for water drainage to municipalities; and,

WHEREAS, pursuant to a prior Intergovernmental agreement dated January 6, 1992, the Regional Board and District granted the Village a storm water easement along the eastern side of its property for storm water purposes; and,

WHEREAS, the Village constructed in 1992 certain storm water improvements within that easement to assist in the detention of storm water in the Village; and,

WHEREAS, the Village funded a recent study of the Sugar Creek watershed that determined that additional storm water detention would improve the storm water facilities in the Village; and,

WHEREAS, the Village as part of the Sugar Creek Watershed Study is planning for the expansion of the storm water detention basins currently located on both Village and District property adjacent to the District’s Jackson Middle School and as shown on the following exhibits:

Exhibit B, Drawing 1, Jackson Middle School conceptual grading and cross-sections

Exhibit C, Drawing 2, Jackson Middle School conceptual grading and cross-sections
locations

Exhibit D, Drawing 3, Jackson Middle School and Village property grading exhibit with
spring field layout

Exhibit E, Drawing 4, Jackson Middle School and Village property grading exhibit with fall field layout

Exhibit F, Drawing 5, Phasing Plan

Exhibit G, Drawing 6, Jackson Middle School easements

Exhibit H, Drawing 7, Jackson Middle School and Village property grading exhibit with easements

all as attached hereto and made a part hereof and all such improvements described as the “Project”; and,

WHEREAS, this Project will be conducted in two phases with the first phase of basin expansion and grading on Village property including storm water mains connecting east to Sugar Creek and phase two involving grading on District property and a storm water main from Jackson Street through the District’s property to the detention swales as shown on the Exhibit F Phasing Plan; and,

WHEREAS, as a part of the construction of the expanded storm water detention the Village’s plans will include use of soil removed to be used for fill to level and improve the District’s recreational fields; and,

WHEREAS, the Village has requested from the District an additional approximately 1.15 acre permanent stormwater easement expanding the existing storm water easement to the Village for the creation of an expanded storm water detention area as shown on Exhibit G and legally described in Exhibit A; and,

WHEREAS, the Village has requested from the District a temporary construction easement over existing open space and recreational areas for the work regrading, placement of soil, and installation of recreational facilities within the permanent storm water easement to expand and level the District’s property for more usable recreational space; and,

WHEREAS, the Village and District agree to cooperate for the completion of this Project that will benefit both the District and residents of the Village.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Village, District and Regional Board hereby agree as follows:

1. That the above whereas clauses are hereby incorporated into and made a part of this Agreement as though fully set forth herein.
2. The Village agrees to prepare and pay for the construction plans to implement the Project and storm water improvements as shown on Exhibits B through H. Prior to letting the Project for bid, the Village shall provide a copy of those construction plans to the District for its review and approval.
3. The Village agrees that the installation of all improvements for the Project shall be done (a) in compliance with all applicable federal, state, and local laws, including the Villa Park Municipal Code, (b) in a good and workmanlike manner and (c) all at the sole expense of the Village.

4. The District and Regional Board agree to grant to the Village:
 - A. A permanent storm water easement over, upon, under and through the District's property described in Exhibit A to construct, reconstruct, repair, inspect, maintain and operate a storm water drainage facility and all appurtenances as described on the Plat of Easement attached hereto and made a part hereof as Exhibit A which shall be approved by the District within 30 days of the approval of this Agreement. The District reserves the right to use the easement for any lawful purposes which will not interfere, obstruct or be inconsistent with the Village's use of the easement provided the District shall not erect or construct any structure in the easement, change the topographic profile, or take any action which will interfere with the drainage without the expressed written approval of the Village.
 - B. A temporary construction easement for the earlier of: (i) a period of two years from the date of this agreement or (ii) until completion of the Project, to construct, grade, regrade, excavate and fill over, upon, under and through the Property as described on the Plat of Easement attached hereto and made a part hereof as Exhibit A which shall be approved by the District within 30 days of the approval of this Agreement.
5. The Village agrees to the following conditions regarding the construction of the Project:
 - A. That the Village shall have the Project constructed in substantial compliance with Exhibits B through H and the construction documents approved by the District. The Village and District shall work together to approve any changes to those plans during the construction of the Project with any such changes remaining as much as possible to the intent of the Exhibits and plans.
 - B. That the Project shall be constructed to have only detention of storm water and not to have permanent retention of storm water in the easement areas.
 - C. Construction within the easement areas, pursuant to the temporary construction easement, shall be as much as possible occurring during times when school is not in session. Days of construction shall be agreed to between the District Superintendent and Village Manager. The Village shall provide the District with a copy of the construction schedule for the Project at least twenty-one (21) days prior to commencing any work or construction on the Project. The Village shall also designate a specific route or location that the Village will access the easement, and a general plan for the placement of any equipment, tools, or materials. The construction schedule, access points, and plan for placement of equipment shall be collectively referred to as the "Construction Plan". The Village shall not commence work or construction on the Project until the District gives written authorization of the Construction Plan. In the event the Village needs to access the property as described on the Plat of Easement on Exhibit A at any time other than as set forth on the Construction Plan authorized by the District, the Village shall request access from the District at least forty-eight (48) hours before the requested time to access. The District shall have the right to deny the Village access to the property if said access would interfere with the District's classes or other educational endeavors,

student activities, faculty trainings or meetings, community meetings or other events previously scheduled. If the District denies access for any of these reasons, the District and the Village agree to cooperate in finding a mutually agreeable time for the Village to access the property.

- D. That construction and any work on Phase Two shall not begin until Phase One has been completed and grass turf established in the Phase One area unless agreed to by mutual written consent of the Village and the District.
- E. The Village agrees to minimize any adverse impact on the District's property, including the District's use of the property, during the course of the Project. The Village agrees that all of the District's property, including the baseball field located east of Jackson Middle School, shall be restored to the equivalent or better condition as part of the Project.
- F. That the two baseball fields located outside the easement area will remain usable during the construction of the Project.
- G. That when construction is being performed within the permanent storm water easement or temporary construction easement, the Village shall have the easement areas enclosed by a construction fence and shall take all other reasonable safety precautions. The Village agrees that at all times it is solely responsible for: (i) the safety of any work or construction performed on the easement, (ii) any acts or omissions performed by its employees or contractors while accessing the easement or on the District's property, (iii) securing the easement to prevent access to any unsafe or dangerous conditions on the easement, and (iv) securing any equipment, tools, material, or other personal property that is on the easement.
- H. The Village agrees to and shall defend, indemnify, and hold harmless the District, its Board members, officers, agents and employees from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorney's fees, and other reasonable costs of defense, arising out of or resulting from the acts or omissions of the Village, its agents, employees, officers, or contractors as part of this Project, or from the Village's breach of this Agreement.
- I. The Village shall continue to remain a member in good standing with the Intergovernmental Risk Management Agency that provides its liability insurance coverage. The Village shall cause the District, its Board of Education, individual Board members, officers, employees, agents, representatives, and volunteers, to be named as additional insureds on these policies by endorsement. The commercial general liability and automobile liability policies shall be endorsed to reflect that coverage is primary to and noncontributory with any other insurance available to the District. The commercial general liability policy shall, by endorsement, provide contractual liability coverage, including the indemnity obligations provided in this Agreement. Each such policy shall include, by endorsement, a requirement of at least thirty (30) days' written notice to the District prior to any termination or

cancellation of or material amendment to that policy. Upon execution of this Agreement, the Village shall furnish to District certificate(s) of insurance, policies, and endorsements reflecting the required coverages. The type and minimum limits of insurance required are as follows:

Type	Limits
Commercial General Liability	
Per Occurrence:	\$1,000,000
Aggregate:	\$2,000,000
Automobile Liability:	\$1,000,000 (combined single limit)
Workers' Compensation:	Statutory Minimum
Umbrella / Excess:	\$3,000,000

- J. If the District wishes to add improvements beyond that of what the Village proposes, it may do so at its expense.
- K. The easements set forth in Sections 4.a. and 4.b. of this Agreement shall be used and enjoyed solely by the Village and its duly authorized employees, agents, contractors, subcontractors, and material suppliers (collectively the "Village Group") for the sole purposes set forth in this Agreement, and the Village shall not assign its easement rights in whole or in part, nor shall it grant any license or permission to any other third-party to traverse, enter upon, or otherwise use the easement without the express written consent of the District.
- L. The Village agrees not to bring any equipment, machinery, or materials onto or remain on any portion of the District's property other than on the easement or as set forth on the Construction Plan.
- M. No explosives or flammable or hazardous materials of any kind shall be transported across, brought upon, or stored or deposited on, the District's property except in compliance with applicable law or as needed for vehicles or equipment; provided that the Village shall be liable for any damage to or contamination of the District's property resulting from such activity or use. As used in this Agreement, "hazardous materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as "hazardous substances" pursuant to Section 1251 et.

seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903), or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601) or any other applicable environmental law.

- N. Any soil that the Village uses to fill, level, improve, or otherwise place on the District's property, shall be tested by the Village or by a certified and licensed geotechnical engineering firm or other professional at the Village's expense. The soil shall not contain any hazardous materials hazardous substances, and shall not contain contaminant concentrations exceeding the limits set by the Illinois Environmental Protection Agency. Village shall provide the testing results to the District's Superintendent prior to placing the soil on the District's property. This section shall apply to all soil placed on the District's property, regardless of whether the soil was removed from the District's property as part of this Project or whether the soil was taken from an off-site location.
- O. At all times, the Village shall keep the District's property free of accumulations of debris, waste and garbage resulting from the Village's construction activities.

6. The District agrees:

- A. That upon completion of the Project, it shall resume the regular maintenance for its property in compliance with the ordinances of the Village.
- B. To participate in progress meetings during construction and otherwise maintain communication with the Village during the course of this Project.

7. MISCELLANEOUS PROVISIONS

- A. Authority. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement. Each party warrants to the other that execution, delivery and performance of this Agreement does not constitute a breach or violation of any agreement, undertaking, law or ordinance by which that party is bound. Each individual signing this Agreement on behalf of a party warrants to the other party that such individual is authorized to execute this Agreement in the name of the party on whose behalf he or she executes it.
- B. Compliance with all laws. The Village and District shall at all times observe and comply with the laws, ordinances, regulations and codes of federal, state, county and other local governmental agencies, which may in any manner affect the performance of this Agreement.

- C. Binding Effect. This Agreement shall be binding on the parties and their respective successors. It may not be assigned.
- D. Further Acts. Each party shall, at the request and expense of the other, execute and deliver any further documents and do all acts and things as that party may reasonably require carrying out the true intent and meaning of this Agreement.
- E. Governing Law. This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of the State of Illinois.
- F. Waivers and Modifications. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instance and for the purpose given. This Agreement shall not in any other way be modified except in writing signed by all parties.
- G. Notices. Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, as follows:

If to the Village:
 Village Manager
 Village of Villa Park
 20 S. Ardmore
 Villa Park, IL 60181

If to District 45:
 Superintendent
 School District 45, DuPage County, Illinois
 255 W. Vermont Street
 Villa Park, IL 60181

If to Regional Board:
 Secretary Ex-Officio
 Regional Board of Trustees
 421 N. County Farm Road
 Wheaton, IL 60187

- H. Entire Agreement. This Agreement expresses the complete and final understanding of the parties with respect to its subject matter.
- I. Execution. This Agreement may be executed in duplicate counterparts, each of which shall be as effective as the others upon approval and execution by all parties.
- J. Effective Date. This Agreement shall be deemed dated and become effective on the date that it is signed by the last of the parties' duly authorized representatives.

**BOARD OF EDUCATION,
 SCHOOL DISTRICT 45,
 DUPAGE COUNTY, ILLINOIS**

By: _____
President

ATTEST: _____
Secretary

Date: _____, 2017

**VILLAGE OF VILLA PARK,
STATE OF ILLINOIS**

By: _____
President

ATTEST: _____
Clerk

Date: _____, 2017

**REGIONAL BOARD OF
SCHOOL TRUSTEES OF
DUPAGE COUNTY**

By: _____
President

ATTEST: _____
Secretary Ex-Officio

Date: _____, 2017

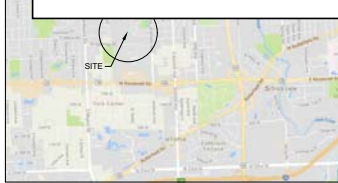
LIST OF EXHIBITS

- Exhibit A, Plat of Easement Abrogation / Plat of Easement
- Exhibit B, Drawing 1, Jackson Middle School conceptual grading and cross-sections
- Exhibit C, Drawing 2, Jackson Middle School conceptual grading and cross-sections locations
- Exhibit D, Drawing 3, Jackson Middle School and Village property grading exhibit with spring field layout
- Exhibit E, Drawing 4, Jackson Middle School and Village property grading exhibit with fall field layout
- Exhibit F, Drawing 5, Phasing Plan
- Exhibit G, Drawing 6, Jackson Middle School easements
- Exhibit H, Drawing 7, Jackson Middle School and Village property grading exhibit with easements

PLAT OF EASEMENT ABROGATION / PLAT OF EASEMENT OF

P.I.N. 06-16-212-002

EXHIBIT A



VICINITY MAP
NOT TO SCALE

PROPERTY DESCRIPTION:

PART OF THE NORTH 3/4 OF THE EAST 1/2 OF LOT 7 OF THE SCHOOL TRUSTEES SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS. ALSO, THE NORTH 3/4 OF THE EAST 1/2 ACRES OF LAND OFF THE WEST 1/2 OF LOT 7 OF THE SCHOOL TRUSTEES SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

STORM WATER EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY, THENCE SOUTHERLY ALONG THE EAST BOUNDARY LINE 7.12 FEET TO THE SOUTH LINE OF JACKSON STREET FOR A PLACE OF BEGINNING, THENCE SOUTH 89 DEGREES 51 MINUTES 52 SECONDS WEST ALONG SAID SOUTH LINE OF JACKSON STREET, 397.70 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 08 SECONDS EAST, 15.00 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 52 SECONDS EAST, 330.95 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 32 SECONDS EAST, 24.61 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 01 SECONDS WEST 405.56 FEET; THENCE SOUTH 50 DEGREES 08 MINUTES 16 SECONDS WEST, 84.09 FEET; THENCE SOUTH 84 DEGREES 38 MINUTES 03 SECONDS WEST, 59.63 FEET; THENCE SOUTH 46 DEGREES 55 MINUTES 24 SECONDS WEST, 82.28 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES 25 SECONDS EAST, 149.63 FEET; THENCE SOUTH 56 DEGREES 44 MINUTES 36 SECONDS WEST, 80.28 FEET; THENCE SOUTH 07 DEGREES 16 MINUTES 08 SECONDS WEST, 181.57 FEET; THENCE SOUTH 34 DEGREES 18 MINUTES 21 SECONDS EAST, 68.75 FEET TO THE NORTH LINE OF LOT 1 IN HIGH RIDGE ASSESSMENT PLAT ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R88-4658; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE, 259.91 FEET; THENCE NORTH 08 DEGREES 19 MINUTES 53 SECONDS EAST, 239.66 FEET; THENCE NORTH 07 DEGREES 06 MINUTES 09 SECONDS EAST, 178.72 FEET; THENCE NORTH 27 DEGREES 18 MINUTES 31 SECONDS EAST, 22.63 FEET; THENCE NORTH 08 DEGREES 58 MINUTES 40 SECONDS EAST, 72.06 FEET; THENCE NORTH 20 DEGREES 38 MINUTES 48 SECONDS WEST, 10.78 FEET TO A POINT ON A CURVE, THENCE NORTHERLY ALONG THE ARC OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 53.00 FEET, A CHORD BEARING OF NORTH 15 DEGREES 09 MINUTES 48 SECONDS EAST, 28.31 TO A POINT OF NON-TANGENCY, THENCE NORTH 57 DEGREES 09 MINUTES 35 SECONDS EAST, 17.48 FEET; THENCE NORTH 33 DEGREES 19 MINUTES 16 SECONDS WEST, 14.80 FEET; THENCE NORTH 03 DEGREES 37 MINUTES 30 SECONDS EAST, 183.64 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 12 SECONDS WEST, 42.54 FEET; THENCE NORTH 39 DEGREES 38 MINUTES 32 SECONDS EAST, 25.53 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, A CHORD BEARING OF NORTH 18 DEGREES 11 MINUTES 47 SECONDS EAST, 82.37 FEET; THENCE NORTH 03 DEGREES 15 MINUTES 18 SECONDS WEST, 49.00 FEET TO SAID SOUTH LINE OF JACKSON STREET; THENCE NORTH 89 DEGREES 51 MINUTES 52 SECONDS EAST ALONG SAID SOUTH LINE, 29.54 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY, THENCE SOUTHERLY ALONG THE EAST BOUNDARY LINE 7.12 FEET TO THE SOUTH LINE OF JACKSON STREET, THENCE SOUTH 89 DEGREES 51 MINUTES 52 SECONDS WEST ALONG SAID SOUTH LINE OF JACKSON STREET, 397.70 FEET FOR A PLACE OF BEGINNING, THENCE SOUTH 00 DEGREES 08 MINUTES 08 SECONDS EAST, 15.00 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 52 SECONDS EAST, 330.95 FEET; THENCE SOUTH 44 DEGREES 46 MINUTES 32 SECONDS EAST, 24.61 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 01 SECONDS WEST 405.56 FEET; THENCE SOUTH 50 DEGREES 08 MINUTES 16 SECONDS WEST, 84.09 FEET; THENCE SOUTH 84 DEGREES 38 MINUTES 03 SECONDS WEST, 59.63 FEET; THENCE SOUTH 46 DEGREES 55 MINUTES 24 SECONDS WEST, 82.28 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES 25 SECONDS EAST, 149.63 FEET; THENCE SOUTH 56 DEGREES 44 MINUTES 36 SECONDS WEST, 80.28 FEET; THENCE SOUTH 07 DEGREES 16 MINUTES 08 SECONDS WEST, 181.57 FEET; THENCE SOUTH 34 DEGREES 18 MINUTES 21 SECONDS EAST, 68.75 FEET TO THE NORTH LINE OF LOT 1 IN HIGH RIDGE ASSESSMENT PLAT ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER R88-4658; THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE, 259.91 FEET; THENCE NORTH 08 DEGREES 19 MINUTES 53 SECONDS EAST, 239.66 FEET; THENCE NORTH 07 DEGREES 06 MINUTES 09 SECONDS EAST, 178.72 FEET; THENCE NORTH 27 DEGREES 18 MINUTES 31 SECONDS EAST, 22.63 FEET; THENCE NORTH 08 DEGREES 58 MINUTES 40 SECONDS EAST, 72.06 FEET; THENCE NORTH 20 DEGREES 38 MINUTES 48 SECONDS WEST, 10.78 FEET TO A POINT ON A CURVE, THENCE NORTHERLY ALONG THE ARC OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 53.00 FEET, A CHORD BEARING OF NORTH 15 DEGREES 09 MINUTES 48 SECONDS EAST, 28.31 TO A POINT OF NON-TANGENCY, THENCE NORTH 57 DEGREES 09 MINUTES 35 SECONDS EAST, 17.48 FEET; THENCE NORTH 33 DEGREES 19 MINUTES 16 SECONDS WEST, 14.80 FEET; THENCE NORTH 03 DEGREES 37 MINUTES 30 SECONDS EAST, 183.64 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 12 SECONDS WEST, 42.54 FEET; THENCE NORTH 39 DEGREES 38 MINUTES 32 SECONDS EAST, 25.53 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 110.00 FEET, A CHORD BEARING OF NORTH 18 DEGREES 11 MINUTES 47 SECONDS EAST, 82.37 FEET; THENCE NORTH 03 DEGREES 15 MINUTES 18 SECONDS WEST, 49.00 FEET TO SAID SOUTH LINE OF JACKSON STREET; THENCE NORTH 89 DEGREES 51 MINUTES 52 SECONDS EAST ALONG SAID SOUTH LINE, 29.54 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF _____) SS
COUNTY OF _____)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE PLATTED, AS INDICATED HEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED THIS _____ DAY OF _____ A.D. 20____

OWNER: _____

ADDRESS: _____

BY: _____

NAME: _____

ITS: _____

NOTARY PUBLIC

STATE OF _____) SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR THE AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE FOREGOING SIGNATOR OF THE OWNERS CERTIFICATE IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND THAT SAID INDIVIDUAL APPEARED AND DELIVERED SAID INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH IN THE AFORESAID INSTRUMENT.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ A.D. 20____

NOTARY PUBLIC _____

AFFIX SEAL _____

EASEMENT ABROGATION APPROVED AND ACCEPTED AS SHOWN

SCHOOL DISTRICT NO. 45

BY: _____ DATE _____

VILLAGE OF VILLA PARK

BY: _____ DATE _____

REGIONAL BOARD OF TRUSTEE

BY: _____ DATE _____

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THIS _____ DAY OF _____ A.D. 20____ AT _____ O'CLOCK _____ M.

BY: _____
RECORDER OF DEEDS

STORMWATER MANAGEMENT EASEMENT AREA PROVISIONS

EASEMENTS ARE RESERVED FOR THE VILLAGE OF VILLA PARK OVER ALL AREAS MARKED "STORMWATER MANAGEMENT EASEMENT AREA" ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE THE STORMWATER MANAGEMENT SYSTEM, INCLUDING BUT NOT LIMITED TO, DRAINAGE STORM SEWERS, MANHOLES, CATCH BASINS, CONNECTIONS, OVERLAND FLOW ROUTES, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DETERMINED NECESSARY BY SAID VILLAGE, OVER, UPON, ALONG, UNDER AND THROUGH SAID INDICATED EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN AND TRIM OR REMOVE ANY FENCES, TEMPORARY STRUCTURES, TREES, SHRUBS, OR OTHER PLANTS WITHOUT NEED FOR PROVIDING COMPENSATION THEREFOR ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE STORMWATER MANAGEMENT SYSTEM.

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF VILLA PARK, OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS, AND THE PERFORMANCE OF MUNICIPAL SERVICES INCLUDING FOR MAINTENANCE.

SURVEYOR AUTHORIZATION CERTIFICATE

I, CHRISTOPHER D. BARTOSZ, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3189, DO HEREBY AUTHORIZE THE VILLAGE CLERK OF VILLA PARK OR THEIR AGENT TO FILE WITH THE DUPAGE COUNTY RECORDER'S OFFICE THE PLAT OF EASEMENT ABROGATION / PLAT OF EASEMENT, IN PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

CHRISTOPHER D. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3189
MY LICENSE EXPIRES ON NOVEMBER 30, 2018.

GENERAL NOTES

- THIS IS NOT A BOUNDARY PLAT OF SURVEY AND IS NOT TO BE USED FOR CONVEYANCE PURPOSES.
- DO NOT SCALE DIMENSIONS FROM THIS PLAT.

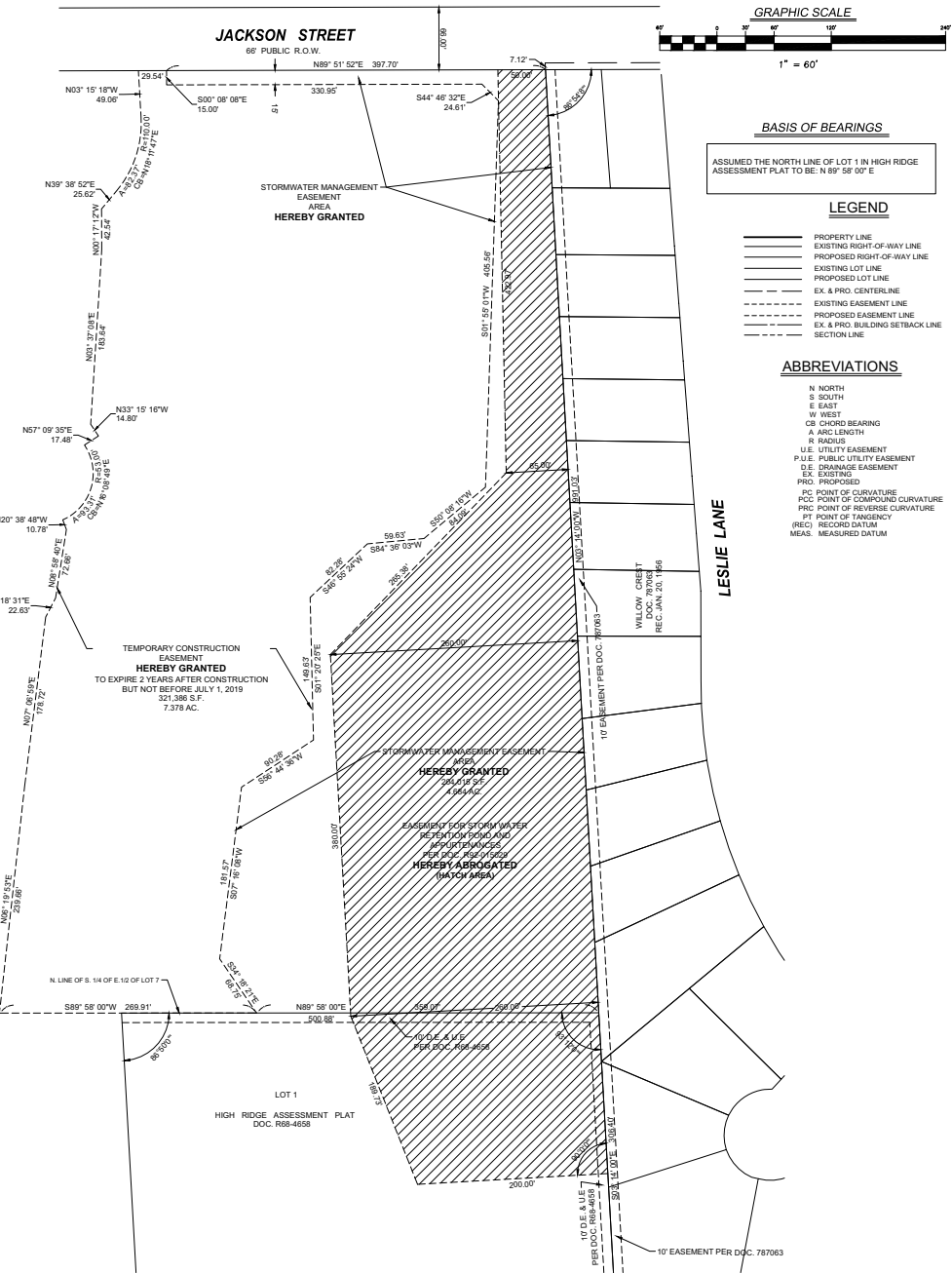
THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
NAME: VILLA PARK VILLAGE CLERK
ADDRESS: 20 S. ARMORE AVENUE
VILLA PARK, IL 60181

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

I, CHRISTOPHER D. BARTOSZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT HEREIN DRAWN WAS PREPARED AT AND UNDER MY DIRECTION ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF JULY, A.D., 2017.

CHRISTOPHER D. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3189
MY LICENSE EXPIRES ON NOVEMBER 30, 2018.
V3 COMPANIES OF ILLINOIS, LTD. PROFESSIONAL DESIGN FIRM NO. 184000802
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2019.
cdbartosz@v3co.com



GRAPHIC SCALE
1" = 60'

BASIS OF BEARINGS
ASSUMED THE NORTH LINE OF LOT 1 IN HIGH RIDGE ASSESSMENT PLAT TO BE: N 89° 58' 00" E

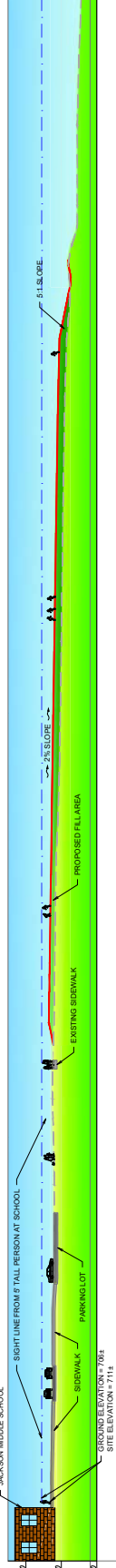
LEGEND
 - - - - - PROPERTY LINE
 - - - - - EXISTING RIGHT-OF-WAY LINE
 - - - - - EXISTING LOT LINE
 - - - - - PROPOSED LOT LINE
 - - - - - EX. & PRO. CENTERLINE
 - - - - - EXISTING EASEMENT LINE
 - - - - - PROPOSED EASEMENT LINE
 - - - - - EX. & PRO. BUILDING SETBACK LINE
 - - - - - SECTION LINE

ABBREVIATIONS
 N NORTH
 S SOUTH
 W WEST
 CB CHORD BEARING
 A ARC LENGTH
 R RADIUS
 U.E. UTILITY EASEMENT
 P.U.E. PUBLIC UTILITY EASEMENT
 D.E. DRAINAGE EASEMENT
 EX. EXISTING
 PRO. PROPOSED
 P.C. POINT OF CURVATURE
 P.C.C. POINT OF COMPOUND CURVATURE
 P.R.C. POINT OF REVERSE CURVATURE
 P.T. POINT OF TANGENCY
 (REC) RECORD DATUM
 MEAS. MEASURED DATUM

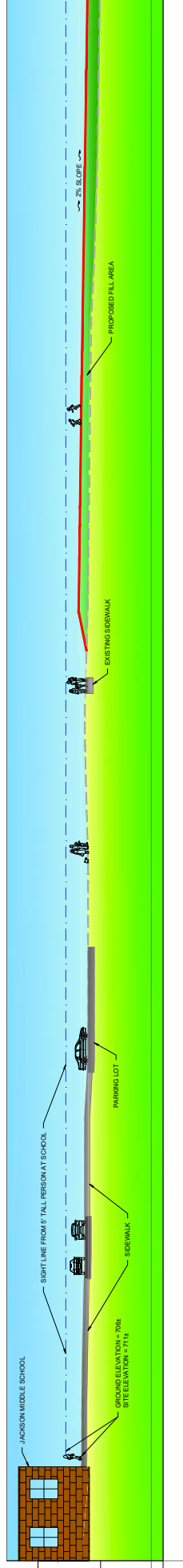
SURVEYOR'S CERTIFICATE

<p>Engineers Scientists Surveyors</p> <p>7325 Janes Avenue, Suite 100 Woodridge, IL 60517 630.724.0200 voice 630.724.0384 fax v3co.com</p>	<p>PREPARED FOR: Village of Villa Park 20 S. Armore Ave. Villa Park, IL 60181-2696 630-834-8505</p>	<table border="1"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>07-10-17</td> <td>REVISED PER VILLAGE COMMENTS</td> </tr> </tbody> </table>	REVISIONS			NO.	DATE	DESCRIPTION	1	07-10-17	REVISED PER VILLAGE COMMENTS	<p>PLAT OF EASEMENT ABROGATION / PLAT OF EASEMENT</p> <p>Michigan Avenue Roadway Reconstruction & Sugar Creek Flood Mitigation</p> <p>DRAFTING COMPLETED: 07-05-17 DRAWN BY: SPK PROJECT MANAGER: CDB FIELD WORK COMPLETED: N/A CHECKED BY: CDB SCALE: 1" = 60'</p>	<p>Project No: _____ Group No: VP10.1A</p> <p>SHEET NO. 1 of 1</p>
	REVISIONS												
NO.	DATE	DESCRIPTION											
1	07-10-17	REVISED PER VILLAGE COMMENTS											

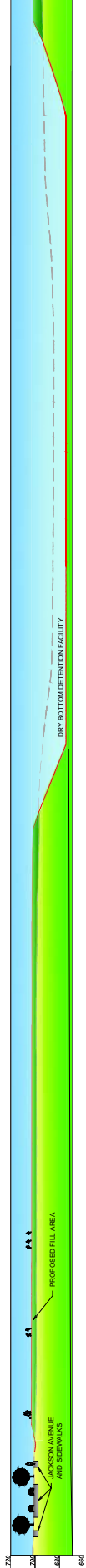
Cross-Section A Scale = 1"=30' (VIEW FROM THE CENTER OF NORTH BALL FIELDS LOOKING NORTH)



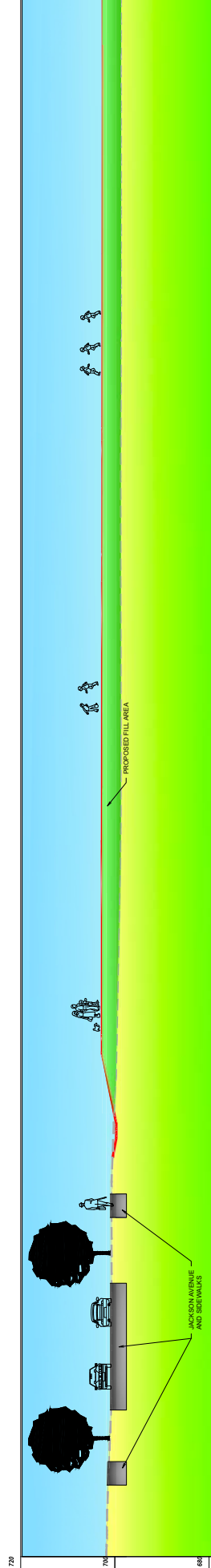
Cross-Section A Scale = 1"=15'



Cross-Section B Scale = 1"=40' (VIEW FROM THE WEST SIDE OF NORTH BALL FIELDS LOOKING TO THE EAST)



Cross-Section B Scale = 1"=10'



Cross-Section C Scale = 1"=40' (VIEW FROM THE SOUTH END OF THE PROPERTY LOOKING TO THE NORTH)

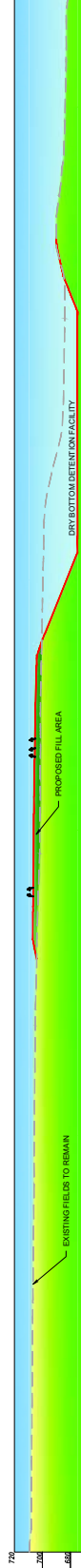


EXHIBIT B



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Woodridge, IL 60517
Phone: 630.724.9202
www.v3co.com

NO.	DATE	DESCRIPTION	REVISIONS

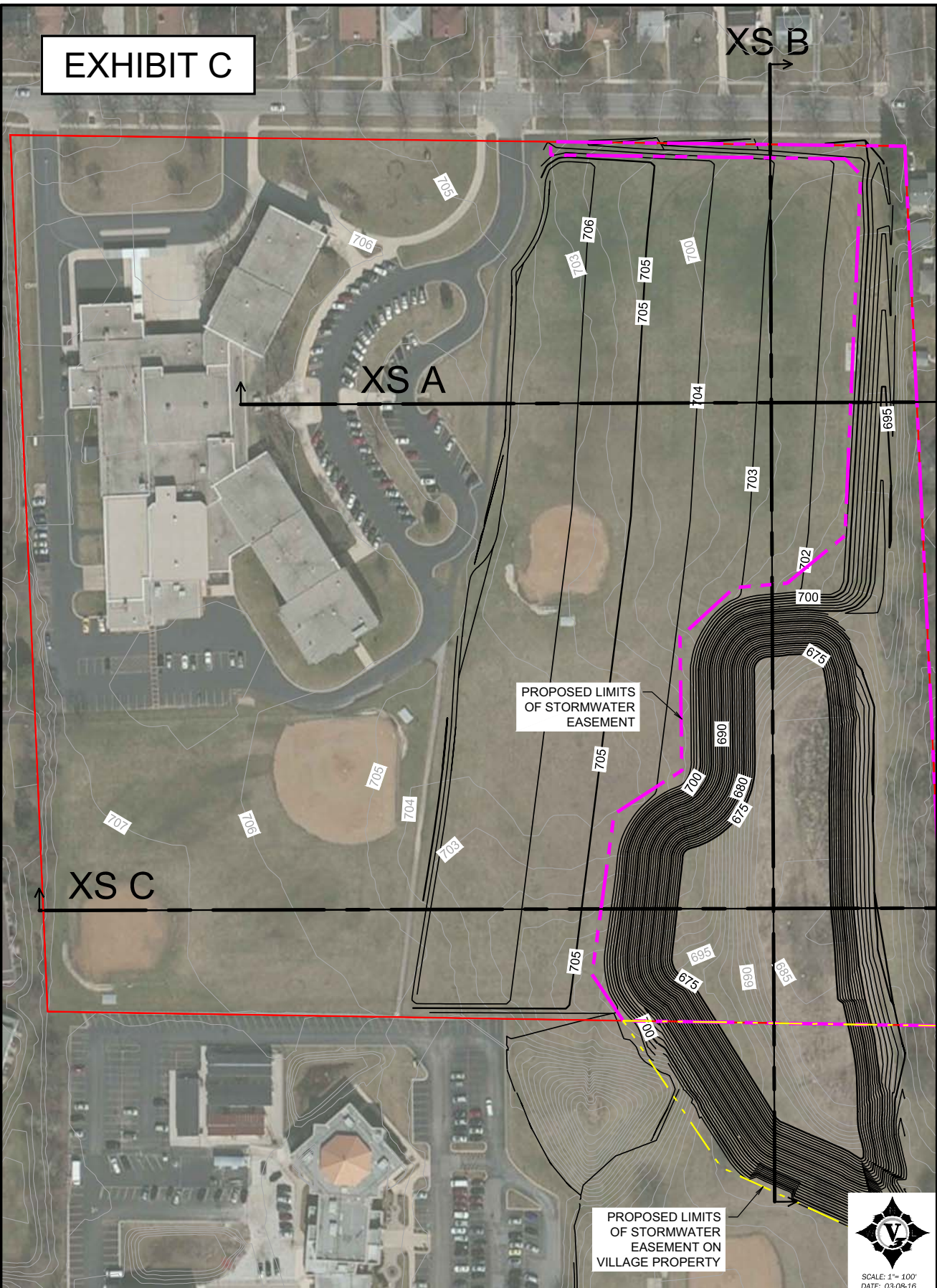
PROJECT NO.	PROJECT NAME	DESIGNED BY	CHECKED BY	PROJECT MANAGER
07180/022	EMF_JMS	DWH	DLM	DLM

SUGAR CREEK
WATERSHED STUDY
VILLA PARK
ILLINOIS

JACKSON MIDDLE SCHOOL
CONCEPTUAL GRADING AND
CROSS-SECTIONS

UNLESS OTHERWISE NOTED, THE UNITS IN THIS DRAWING ARE IN ENGLISH UNITS. EXHIBIT B CROSS-SECTIONS

EXHIBIT C



PROPOSED LIMITS
OF STORMWATER
EASEMENT

PROPOSED LIMITS
OF STORMWATER
EASEMENT ON
VILLAGE PROPERTY



SCALE: 1"= 100'
DATE: 03.08.16



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**SUGAR CREEK
WATERSHED STUDY**
VILLA PARK ILLINOIS

**JACKSON MIDDLE SCHOOL
CONCEPTUAL GRADING AND
CROSS-SECTION LOCATIONS**

2

EXHIBIT D

EARTHWORK SUMMARY

JMS BASIN GRADING - 55,225 CY CUT
 JMS FIELD GRADING - 40,050 CY FILL
 SLED HILL EXCAVATION - 3,800 CY CUT

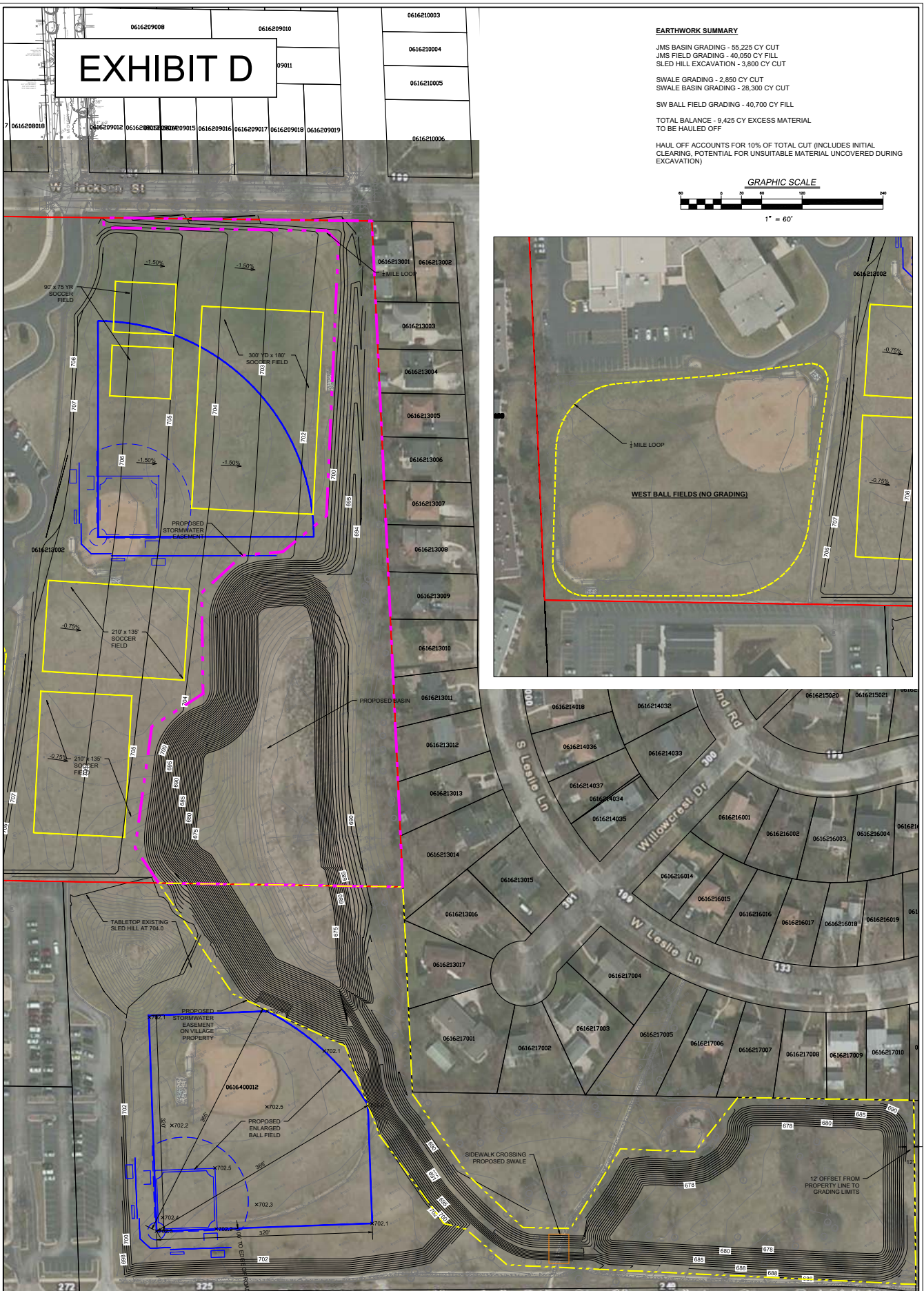
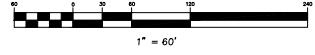
SWALE GRADING - 2,850 CY CUT
 SWALE BASIN GRADING - 28,300 CY CUT

SW BALL FIELD GRADING - 40,700 CY FILL

TOTAL BALANCE - 9,425 CY EXCESS MATERIAL
 TO BE HAULED OFF

HAUL OFF ACCOUNTS FOR 10% OF TOTAL CUT (INCLUDES INITIAL
 CLEARING, POTENTIAL FOR UNSUITABLE MATERIAL UNCOVERED DURING
 EXCAVATION)

GRAPHIC SCALE



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, Source: Esri, DigitalGlobe

	PROJECT NO: 16295 DESIGNED BY: CWH
	FILE NAME: DRAWN BY: CWH
	ORIGINAL ISSUE DATE: 04-26-17 CHECKED BY: DLM
	SCALE: 1"=60' PROJECT MANAGER: DLM

SUGAR CREEK WATERSHED STUDY

VILLA PARK ILLINOIS

JACKSON MIDDLE SCHOOL AND VILLAGE PROPERTY GRADING EXHIBIT (WITH SPRING FIELD LAYOUT)

3

EXHIBIT E

EARTHWORK SUMMARY

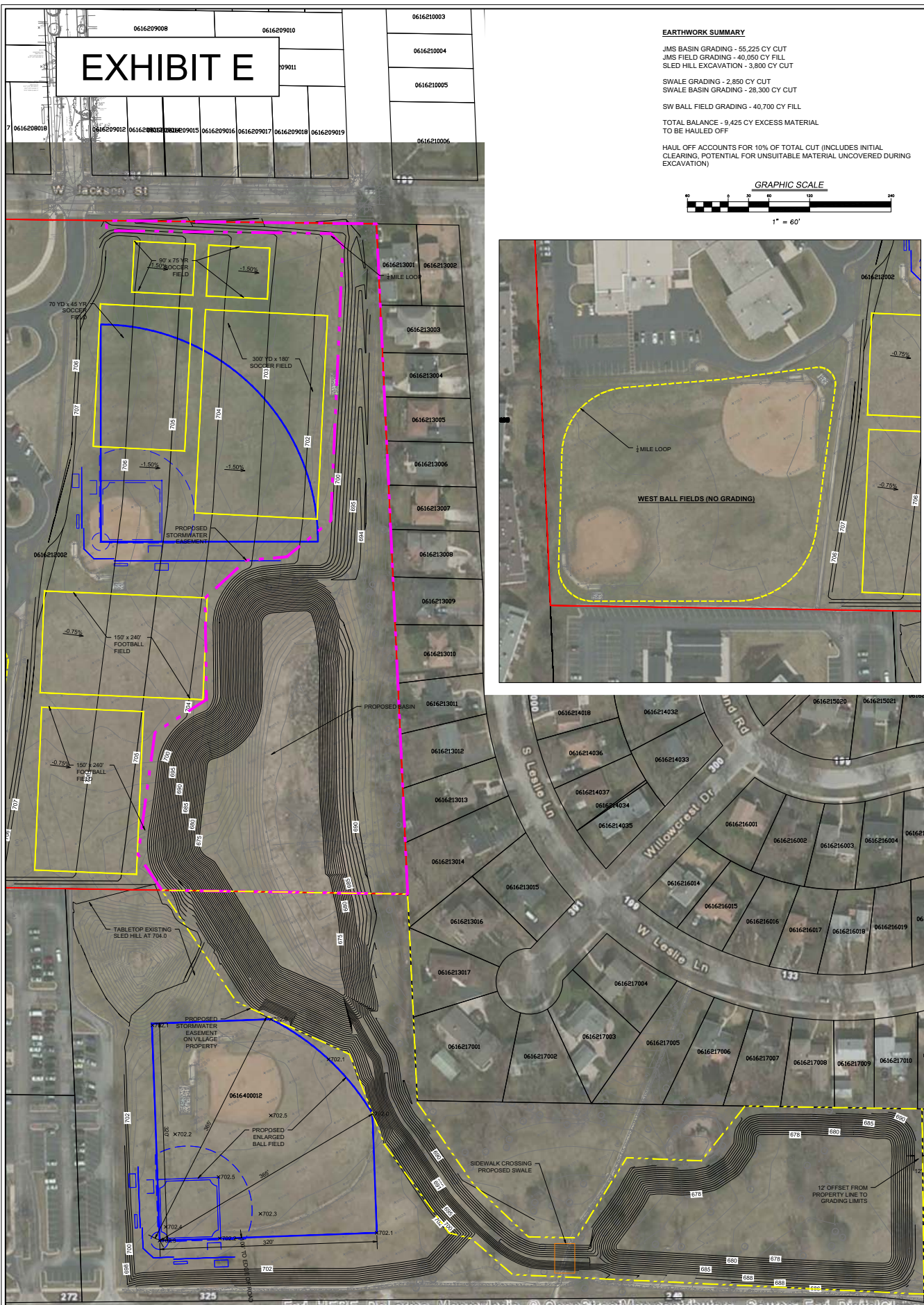
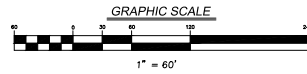
JMS BASIN GRADING - 55,225 CY CUT
 JMS FIELD GRADING - 40,050 CY FILL
 SLED HILL EXCAVATION - 3,800 CY CUT

SWALE GRADING - 2,850 CY CUT
 SWALE BASIN GRADING - 28,300 CY CUT

SW BALL FIELD GRADING - 40,700 CY FILL

TOTAL BALANCE - 9,425 CY EXCESS MATERIAL
 TO BE HAULED OFF

HAUL OFF ACCOUNTS FOR 10% OF TOTAL CUT (INCLUDES INITIAL
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 EXCAVATION)

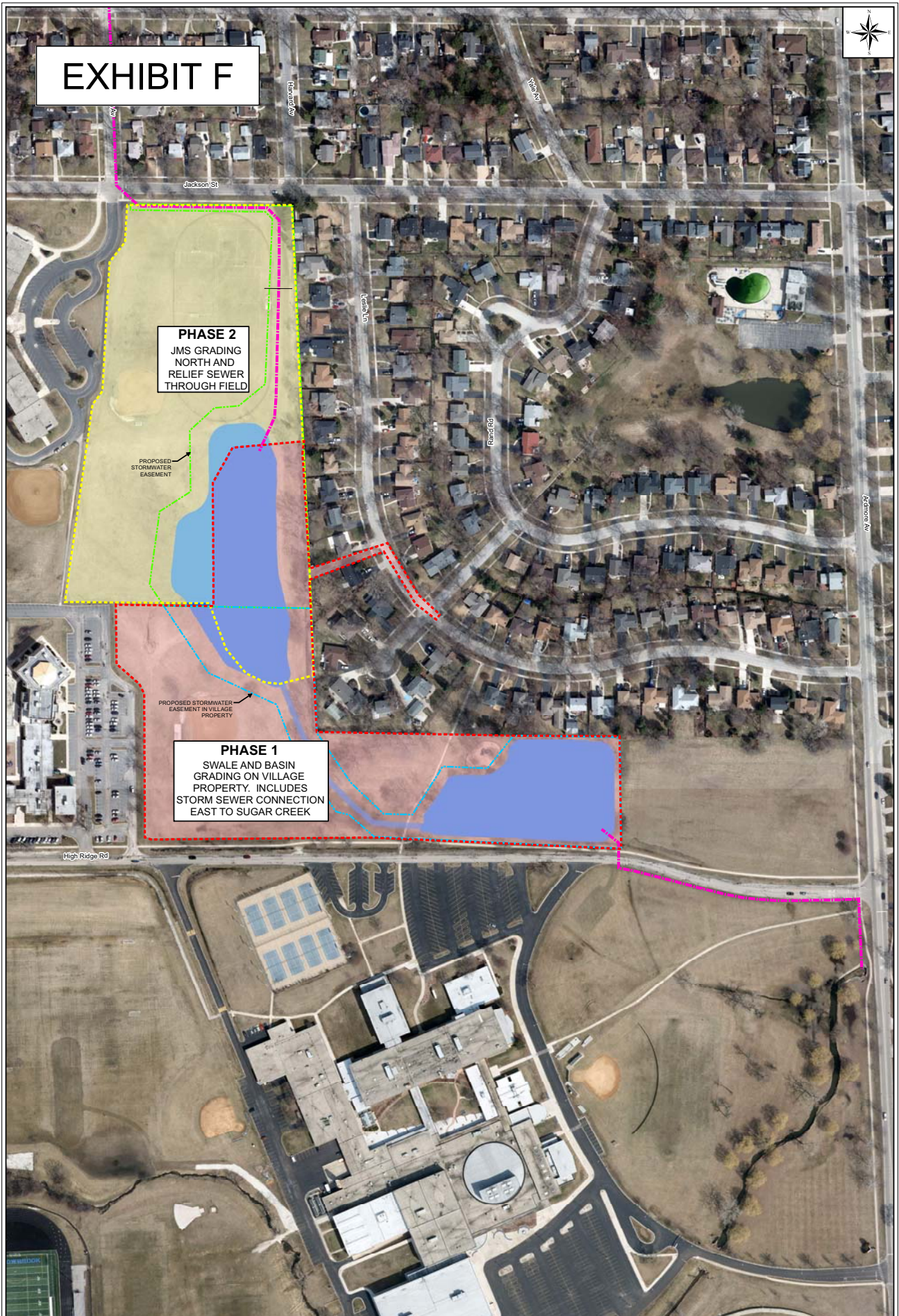


Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, Source: Esri, DigitalGlobe

	PROJECT NO: 16295 DESIGNED BY: CWH FILE NAME: C:\Projects\16295\16295.dwg DRAWN BY: CWH ORIGINAL ISSUE DATE: 04-26-17 CHECKED BY: DLM SCALE: 1"=60' PROJECT MANAGER: DLM
	V3 Companies 7325 James Avenue Woodridge, IL 60517 630.724.9200 phone 630.724.9292 fax www.v3co.com
	SUGAR CREEK WATERSHED STUDY VILLA PARK ILLINOIS
	JACKSON MIDDLE SCHOOL AND VILLAGE PROPERTY GRADING EXHIBIT (WITH FALL FIELD LAYOUT) 4

EXHIBIT GRADING, 10/26/2017 10:50:00 AM - 01/10/2017 04:48 AM

EXHIBIT F

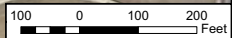


PHASE 2
JMS GRADING
NORTH AND
RELIEF SEWER
THROUGH FIELD

PROPOSED
STORMWATER
EASEMENT

PROPOSED STORMWATER
EASEMENT IN VILLAGE
PROPERTY

PHASE 1
SWALE AND BASIN
GRADING ON VILLAGE
PROPERTY. INCLUDES
STORM SEWER CONNECTION
EAST TO SUGAR CREEK



<p>V3 Companies 7325 Janes Avenue Woodridge, IL 60517 630.724.9200 phone 630.724.9202 fax www.v3co.com</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		NO.	DATE	DESCRIPTION																<p>BASE LAYER:</p> <p>ESRI AERIAL</p>	<p>SEAL:</p>	<p>PROJECT NO. 16295</p> <p>DESIGNED BY CWH</p> <p>FILE NAME</p> <p>DRAWN BY CWH</p> <p>ISSUE DATE 06/13/17</p> <p>CHECKED BY DLM</p> <p>SCALE 1"=100'</p> <p>PROJECT MANAGER DLM</p>	<p>PHASING PLAN</p> <p>SUGAR CREEK WATERSHED STORM SEWER STUDY</p> <p>VILLA PARK ILLINOIS</p>	<p>5</p>
	NO.	DATE	DESCRIPTION																						
<p>Visit, Venture, Virtue... "The Vision to Transform with Excellence"</p>	<p>PROJECT FILE: 16295\PHASING PLAN</p>		<p>W:\30161702\2500\mwp\acc\GIS\16295\PHASING_PLAN_20170813.mxd</p>		<p>ILLINOIS</p>		<p>PROJECT NO. 16295</p>																		

EXHIBIT G

JACKSON MIDDLE SCHOOL PROPERTY BOUNDARY

TEMPORARY CONSTRUCTION EASEMENT

EXISTING STORMWATER EASEMENT

PROPOSED ADDITIONAL STORMWATER EASEMENT (1.15 ACRES ADDITIONAL)

PROPOSED STORMWATER EASEMENT ON VILLAGE PROPERTY



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SUGAR CREEK WATERSHED STUDY
VILLA PARK IL

JACKSON MIDDLE SCHOOL EASEMENTS

6

EXHIBIT H

EARTHWORK SUMMARY

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