

Non-exclusive Perpetual Easement

Above Space for Recorder's Use Only

**INTERGOVERNMENTAL AGREEMENT FOR A TEMPORARY AND  
PERMANENT EASEMENT**

**Between Village of Wilmette, Illinois**

**and**

**Wilmette Park District**

Property Address:

PIN:

**RETURN ORIGINAL TO:**

Jeffrey Stein  
Village of Wilmette  
Corporation Counsel  
1200 Wilmette Avenue  
Wilmette, Illinois 60091

**INTERGOVERNMENTAL AGREEMENT BETWEEN WILMETTE PARK DISTRICT AND VILLAGE OF WILMETTE FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A SERIES OF UNDERGROUND STORM WATER RESERVOIRS AND OTHER ANCILLARY IMPROVEMENTS IN PORTIONS OF COMMUNITY PLAYFIELDS, HIBBARD PARK, AND THORNWOOD PARK**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Wilmette Park District, an Illinois park district and unit of local government ("Park District") and Village of Wilmette, an Illinois home-rule municipality ("Village"). Park District and Village are hereinafter sometimes referred to individually as a "Party," and collectively as the "Parties."

**RECITALS**

WHEREAS, Village of Wilmette ("Village") owns and operates a storm and sanitary sewer system, including ancillary facilities and improvements, that extends throughout its corporate boundaries; and

WHEREAS, Village desires to construct, maintain, and operate a series of underground storm water reservoirs, piping, and other ancillary improvements (collectively, "Storage Reservoirs"), for the purpose of managing and storing excess surface storm water in an effort to decrease surface flooding throughout the Village ("Project"); and

WHEREAS, Village has performed a significant amount of due diligence, including consultation with third-party consultants, to evaluate the efficacy of the Project and to identify potential locations for the Storage Reservoirs; and

WHEREAS, Village has identified portions of Park District property, namely, "Community Playfields," "Thornwood Park," and "Hibbard Park" (collectively, "Park Properties"), as suitable locations for the installation and operation of the Storage Reservoirs, and requested permission from the Park District for access to and use of the Park Properties to help facilitate the Project; and

WHEREAS, Village and Park District also held numerous public meetings to discuss the Project, the Storage Reservoirs, and use of the Park Properties, and to receive input from their respective residents and the general public with respect to same; and

WHEREAS, the Parties have determined that it is in the best interests of their respective residents, as well as the public generally, to proceed with the Project, including the installation and operation of the Storage Reservoirs at the Park Properties; and

WHEREAS, Village desires to obtain a series of easements from Park District to construct, operate, and maintain the Storage Reservoirs in the Park Properties; and

WHEREAS, Park District has determined that it is in the best interests of its residents, as well as the public generally, to grant certain easement rights to Village in order to facilitate the Project

and the construction, operation and maintenance of the Storage Reservoirs, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, Village acknowledges that notwithstanding the location of the Storage Reservoirs on Park District property, the liability and financial risks associated with the construction, maintenance and operation of the Storage Reservoirs by and/or on behalf of Village should be born fully by Village and not by Park District, and therefore in order to induce Park District to enter into this Agreement Village agrees and confirms the intent that the indemnification obligation of Village as hereinafter provided in this Agreement shall be fully enforceable by, and construed broadly in favor of, Park District; and

WHEREAS, Village, by virtue of its power as a home rule unit of government as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and Park District, by virtue of its powers set forth in Sections 8-1 and 8-11 of the Park District Code (70 ILCS 1205/8-1 and 8-11), are authorized to enter into this Agreement; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Parties wish to define and establish their respective rights, responsibilities and obligations with respect to the construction, operation, and maintenance of the Storage Reservoirs located on Park Properties.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference and made a part hereof as though fully set forth in this paragraph 1, the same constituting the factual basis for this Agreement.

2. Grant of Temporary Construction Easement. Subject to the terms and conditions of this Agreement, Park District hereby grants to Village, and any of Village's officers, agents, representatives, employees, contractors, subcontractors, material suppliers, successors or assigns, a temporary construction easement under, over, on and across those portions of Community Playfields, Hibbard Park, and Thornwood Park described and depicted in Exhibit A (Community Playfields), Exhibit B (Hibbard Park), and Exhibit C (Thornwood Park) attached hereto (individually referred to as the "Community Playfields Easement Premises," the "Hibbard Park Easement Premises," and the "Thornwood Park Easement Premises," respectively, and collectively referred to as the "Easement Premises"), for the purpose of constructing the Storage Reservoirs as approved in accordance with paragraph 6 below (individually referred to as the "Community Playfields Temporary Construction Easement," the "Hibbard Park Temporary Construction Easement," and the "Thornwood Park Temporary Construction Easement,"

respectively, and collectively referred to as the “Temporary Construction Easement”).

3. Term of Temporary Construction Easement. The Temporary Construction Easement granted pursuant to paragraph 2 of this Agreement shall begin on the date of execution of this Agreement by both Parties and shall expire thirty (30) days after final completion of the construction of the Storage Reservoirs and fulfillment by Village of its restoration obligations set forth in paragraph 6 below. For purposes of this paragraph 3, final completion shall be determined by mutual agreement of the Parties and shall be reflected by Village’s engineer’s and Park District’s Executive Director’s joint determination that Village has performed the requisite construction and restoration work related to the Storage Reservoirs contemplated by this Agreement. Notwithstanding the foregoing, the Temporary Construction Easement granted pursuant to paragraph 2 of this Agreement shall expire on December 31, 2023 unless extended in writing by Park District in Park District’s sole discretion. If the Temporary Construction Easement expires pursuant to this paragraph 3 prior to Village’s completion of the installation of the Storage Reservoirs, Village shall have a period of thirty (30) days from and after the effective date of expiration, or as soon thereafter as the weather shall permit, to restore the affected portions of the Park Properties to their original condition at Village’s sole cost and expense. All restoration work shall be completed to the reasonable satisfaction of the Park District. The Parties shall meet prior to the start of any work in the Easement Premises and shall document the existing condition of the Easement Premises and the Park Properties to establish a mutually agreed upon baseline for the restoration work contemplated by this paragraph 3.

4. Grant of Non-Exclusive Perpetual Easement. Subject to the terms and conditions of this Agreement, Park District hereby grants to Village, and any of Village’s officers, agents, representatives, employees, contractors, subcontractors, material suppliers, successors or assigns, a non-exclusive perpetual easement under, over, on and across the Easement Premises for the right, privilege and authority to enter upon the Easement Premises from time to time following final completion of the Storage Reservoirs as Village, in its reasonable discretion deems necessary, in order to inspect, repair, maintain and operate the Storage Reservoirs (the “Non-Exclusive Perpetual Easement”). Park District shall not permit any use of the Easement Premises by third parties that is inconsistent with or unreasonably interferes with the easement rights granted Village pursuant to this paragraph 4. Notwithstanding the above, the rights granted to Village pursuant to the Non-Exclusive Perpetual Easement expressly exclude any work or other activity that constitutes new construction, including any work or activity that serves to expand the nature, scope or size of the Storage Reservoirs beyond the nature, scope and size set forth in the Final Project Plans (as that term is hereinafter defined). The foregoing limitations shall not include work or activities in the nature of repairs or maintenance of the Storage Reservoirs which do not require or result in an increase in the size or a change in the location or nature of the Non-Exclusive Perpetual Easement. If any repair or maintenance work performed by Village pursuant to this paragraph 4 will result in the closure of all or a portion of the Easement Premises, or will otherwise interfere with Park District’s use of the Park Properties or the Easement Premises, Village shall notify Park District as far in advance as is practicable under the circumstances prior to intended commencement of any work or activity on the Easement Premises. The Parties shall reasonably cooperate with respect to the commencement, timing, and location of such work or

activity so as to protect the public at large and to avoid any interference with Park District's use of the Park Properties or the Easement Premises.

5. Term of the Non-exclusive Perpetual Easement. The Non-exclusive Perpetual Easement granted pursuant to paragraph 4 of this Agreement shall begin on the date of execution of this Agreement by both Parties and shall remain in full force and effect for so long as the Storage Reservoirs are required and used for the purposes of storm water management. Notwithstanding the above, the Parties hereto, or their successors or assigns, may mutually agree in writing to terminate this Non-exclusive Perpetual Easement at any time.

6. Scope of Work. The construction, operation, and maintenance of the Storage Reservoirs shall be performed in accordance with the plans, specifications, drawings, and other related documents ("Plans and Specifications") prepared by Baxter & Woodman, Inc., as modified and approved by both Parties in accordance with paragraph 6.1 below. The Project shall be completed in three (3) stages, beginning with the construction of those portions of the Storage Reservoirs located in Community Playfields, followed by those portions located in Hibbard Park, and finally the remaining portions located in Thornwood Park. The Plans and Specifications for the Storage Reservoir will likely also be prepared in stages that correspond to the foregoing park progression. All Plans and Specifications for each park location are subject to the review, modification, and approval process outlined in paragraph 6.1 below. Any and all Plans and Specifications approved by both Parties in accordance with paragraph 6.1 shall be individually and collectively referred to as "Final Project Plans."

6.1 Review and Approval of project plans. The Parties acknowledge that as of the effective date of this Agreement Exhibits A, B, C, and D attached hereto are still conceptual in nature and have not been finalized. Village Manager or his designee ("Manager") shall submit Exhibits A, B, C, and D to Park District for review and approval. Exhibits A-D may be submitted individually or collectively in any order or combination as they become available. The Executive Director of the Park District or his designee ("Executive Director") shall provide review comments within thirty (30) days of receipt of Exhibits A—D. The Manager shall correct any errors and address any other comments to the satisfaction of Executive Director, prior to submission of proposed final Exhibits A—D. Thereafter the Manager shall submit proposed final Exhibits A—D to Park District for review and approval. The Executive Director shall provide any additional review comments within thirty (30) days of receipt of such proposed final Exhibits A—D. The Manager shall correct any errors and address any other comments to the satisfaction of Park District, prior to Park District's approval of the final Exhibits A—D. Executive Director's approval of Exhibits A—D shall not be unreasonably withheld. The proposed final project plans as approved by both Parties are hereinafter referred to as the "Final Project Plans." Once the Executive Director and the Manager have approved Exhibits A, B, C and D in final form, they shall be attached to this Agreement. The Parties, through their respective Executive Director and Village Manager may execute an appropriate document noting the attachment of such final exhibits to

this Agreement.

Notwithstanding the foregoing, the Parties specifically acknowledge and agree that the Plans and Specifications for those portions of the Storage Reservoirs to be located in Community Playfields are complete and shall be considered Final Project Plans for purposes of this paragraph 6.1. The remaining Plans and Specifications for Hibbard Park and Thornwood Park remain subject to the review, modification, and approval process outlined in this paragraph 6.1.

6.2 Park District Approval of Plans is Not an Assumption of Liability or Waiver of Rights. Notwithstanding the foregoing, Park District's review and approval of any project plans, including but not limited to the Final Project Plans, shall not constitute, or be construed as, a certification or warranty as to the accuracy, appropriateness, or effectiveness of any project plans or the Final Project Plans. Park District shall have no liability for any errors, omissions, or other defects in any project plans, including the Final Project Plans, and its approval shall not constitute a limitation on or waiver by Park District of its rights under this Agreement or a defense by Village to the exercise by Park District of its remedies for Village's breach of its obligations under this Agreement or as a basis for Village to avoid its indemnification obligations under this Agreement.

6.3 Restoration of Park Properties in the Event of a Dispute Over Project Plans or Exhibits. In the event a dispute arises concerning the Park District's review and approval of any proposed project plans or exhibits, and the Parties are unable to resolve said dispute following good faith efforts over a reasonable period of time, which in no event shall extend beyond thirty (30) days after Village's submittal of what it deems final Exhibits A — D, this Agreement shall terminate and Village shall restore the Easement Premises to the condition which existed immediately prior to the beginning of any work or activity performed on the Easement Premises pursuant to the grant of temporary easement set forth in paragraph 2 above. Village shall similarly restore any portions of the Park Properties and any other real estate that are damaged or otherwise disturbed in connection with any work or activity performed on the Easement Premises pursuant to the grant of temporary easement set forth in paragraph 2 above. All restoration work shall be completed to the reasonable satisfaction of the Park District. The Parties shall meet prior to the start of any work in the Easement Premises and shall document the existing condition of the Easement Premises and the Park Properties to establish a mutually agreed upon baseline for the restoration work contemplated by this paragraph 6.3.

Notwithstanding the foregoing, termination of this Agreement and Village's obligation to restore the Easement Premises in the event the Parties are unable to resolve a dispute over any proposed project plans or exhibits as contemplated by this paragraph 6.3 shall only apply to those areas of the Easement Premises

impacted by the disputed project plans and exhibits.

6.4 Responsibilities of Village with Respect to Construction. Village shall act as the lead agency and be responsible for completing all preliminary and design engineering, awarding of contracts, permit processing, utility coordination, construction engineering, and construction related to the installation of the Storage Reservoirs. Village shall administer the contracts for the construction of the Storage Reservoirs. Village shall administer the construction of the Storage Reservoirs in the best interests of the Parties, and consistent with this Agreement and shall consult with, and keep advised, officials of the Park District regarding the progress of the construction of the Storage Reservoirs and any problems encountered or changes recommended.

6.5 Village's Restoration Responsibilities with Respect to Construction. Upon final completion of the Storage Reservoirs at each park location, Village shall:

(A) Restore the affected portions of the Park Properties to the condition which existed immediately prior to the beginning of any work or activity performed pursuant to the grant of temporary easement set forth in paragraph 2 above, as determined by Park District in its sole discretion.

(B) Restore any portions of the Park Properties and any other real estate that are damaged or otherwise disturbed in connection with any work or activity performed on the Easement Premises pursuant to the grant of easement set forth in paragraph 2 above, as determined by Park District in its sole discretion.

(C) Village shall have a period of thirty (30) days from and after the date of final completion of the Storage Reservoirs at each park location, or as soon thereafter as the weather shall permit, to restore the affected portions of the Park Properties to their original condition.

6.6 Village's Subsequent Restoration Responsibilities. For ongoing maintenance and repair of the Storage Reservoirs, Village, at its sole cost and expense, shall restore the Park Properties, specifically including but not limited to the park improvements constructed in accordance with paragraph 6.7 below, to the condition which existed immediately prior to the beginning of any work or activity performed pursuant to the grant of permanent easement set forth in paragraph 4 above, as determined by Park District in its sole discretion.

6.7 Park Improvements. As additional consideration for the grants of easement set forth in paragraphs 2 and 4 above, Village shall, at its sole cost and expense, undertake and complete certain agreed upon improvements, or shall reimburse the Park District for all costs and expenses incurred by Park District to undertake and complete the agreed upon improvements ("Park Improvements").

The total cost of the Planned Improvements contemplated herein shall not exceed \_\_\_\_\_ (\$X,XXX,XXX.XX) (“Total Cost of the Park Improvements”). The Park Improvements listed below shall be performed directly by the Park District, unless expressly stated otherwise. The Village shall reimburse the Park District as provided for in Section 6.8 below.

The Parties shall cooperate when determining the allocation of the work necessary to complete the Park Improvements, and shall, when practicable, allocate the work in a manner designed to make the most efficient use of public resources. However, in the event of any disagreement, all final decisions regarding the allocation of the work necessary to complete the Park Improvements shall be determined by the Park District in its sole and absolute discretion. The Park District’s authority to allocate the work contemplated by this paragraph 6.7 shall not be construed to allow the Park District to exceed the Total Cost of the Park Improvements. The Park Improvements shall include the following:

(A) Design, development, and implementation of comprehensive landscape plans for the Park Properties (Community Playfields, Hibbard Park, and Thornwood Park).

(B) Install additional drainage in the Park Properties (Community Playfields, Hibbard Park, and Thornwood Park) to address standing water. The Parties acknowledge and agree that the additional drainage contemplated by this subparagraph B. shall include certain specified drainage to be installed in the construction zone at Community Playfields at the time of the installation of the Storage Reservoir, as more fully set forth and described in the Final Project Plans (“Additional Community Playfields Drainage Improvements”). The Additional Community Playfields Drainage Improvements are in addition to the Storage Reservoirs contemplated by this Agreement, were added to the Project by the Village at the Park District’s request, and have an estimated cost of \$1,200,000. The Parties acknowledge and agree that the estimated cost of the Additional Community Playfields Drainage Improvements is a part of and is included in the Total Cost of the Park Improvements.

(C) The Parties shall reevaluate the Park Properties not less than annually for a period of three (3) years, after the completion of the additional drainage for each separate Park Property, to determine whether additional drainage improvements are necessary in that specific Park Property. Village shall install additional drainage at its sole cost and expense (in an amount not to exceed \$\_\_\_\_\_, which shall be an amount provided by the Village in addition to Total Cost of the Park Improvements) to address any remaining standing water.

(D) Install public restrooms (including all necessary utilities) at

Community Playfields and Thornwood Park.

(E) Install an irrigation system (including all necessary utilities) at Community Playfields and Thornwood Park.

(F) Install a recreational fitness path (including outdoor fitness equipment and low ground lighting) around the perimeter of Community Playfields.

6.8 Village Reimbursement for Park Improvements. In the event the Park District elects to undertake and complete some or all of the Park Improvements contemplated by paragraph 6.7 above, Village shall transfer the amounts necessary to cover any bill, invoice, or other expense incurred by Park District in connection with Park District's planning, designing, and construction of those aspects of the Park Improvements within thirty (30) days following Park District's submission to Village of any bill, invoice or other expense incurred in planning, designing, and constructing those aspects of the Park Improvements that have been approved by Park District in Park District's sole discretion. Village shall have no ability to review or approve any bill, invoice or other expense submitted by Park District in connection with Park District's planning, designing, and construction of the Park Improvements. Upon receipt of any bill, invoice or other expense approved by Park District, Village shall have an absolute obligation to transfer sufficient funds to satisfy said bill, invoice, or expense within thirty (30) days. By Park District's submission of any bill, invoice or other expense approved by Park District, Park District represents and warrants to Village that said bill, invoice or other expense is related to the Park Improvements. By Village's approval of this Agreement, Village Manager is authorized to carry out all of its provisions including the payment provisions in this paragraph.

7. Additional Easement Conditions. In addition to the other terms and conditions set forth in this Agreement, the Temporary Construction Easement and Non-Exclusive Perpetual Easement, together with any ancillary rights given to Village under this Agreement, shall be subject to the following conditions:

7.1 Park District reserves the right of access to and use of the Easement Premises in any manner not inconsistent with the rights granted to Village under this Agreement, including but not limited to the right to install recreational, athletic and other park structures, landscaping, gardens, shrubs, driveways, sidewalks, parking lots, and ingress and egress roadways on the Easement Premises that do not then or later conflict with the Storage Reservoirs or the easement rights granted hereunder;

7.2 Village shall notify Park District prior to commencement of any excavation, construction, repair, maintenance or other work or activity on the Easement

Premises. The Parties shall reasonably cooperate with respect to the commencement, timing, and location of such work or activity so as to protect the public at large and to avoid any interference with Park District's use of the Park Properties or the Easement Premises;

7.3 All construction or other work or activity by any entity within the Easement Premises shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws, including the ordinances and regulations of the Village of Wilmette and Park District;

8. Maintenance and Repair.

8.1 Village shall maintain the Storage Reservoirs in such a manner so as to ensure that the Storage Reservoirs remain in good working order and repair at all times, do not unreasonably adversely affect the use of the Park Properties by Park District for recreational and park use, including but not limited to the appearance and condition of the surface of the Park Properties, and will further ensure that the Storage Reservoirs comply at all times with applicable federal, state and local law, including the ordinances and regulations of the Village of Wilmette.

8.2 In the event that Park District determines that Village is not in compliance with the terms of this paragraph 8, Park District shall provide Village written notice of said noncompliance. Upon receipt of said notice, Village shall have seven (7) days to commence the necessary measures to cure said noncompliance. Notwithstanding the above seven (7) day cure period, Village shall take immediate action to cure said noncompliance in the case of an emergency likely to cause immediate harm, damage or danger to surrounding property or to the public or private health, safety or welfare. In the event that Village fails to commence the necessary measures to cure said noncompliance at the expiration of the periods set forth herein, or otherwise exhibits an unwillingness to cure said non-compliance, as determined by Park District in its sole discretion, such failure shall constitute a material breach of this Agreement and Park District may, in its sole discretion and at its sole option, declare Village in default in accordance with paragraph 10.

9. Hazardous Materials. No explosives or flammable or hazardous materials of any kind shall be transported across, brought upon, or stored or deposited on, the Park Properties (except as needed for vehicles or equipment for the construction of the Storage Reservoirs, provided that Village and its contractors shall be liable for any damage to or contamination of the Park Properties 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. The Parties agree that the presence of Hazardous Materials in storm water and released by others shall not be a breach of this Agreement so long as Village pursues its statutory obligations with respect to such Hazardous Materials, and upon termination of the Temporary Construction Easement or the Non-Exclusive Perpetual Easement as provided in paragraph 10.1 below, Village undertakes and completes remediation of any Hazardous Materials located on the Park Properties as a result of the Storage Reservoirs. For purposes of this paragraph 9, completion of the required remediation shall be determined by mutual agreement of the Parties or appropriate enforcement agency and shall be reflected by Village's engineer's and Park District's Executive Director's joint determination that Village has performed the requisite remediation contemplated by this Agreement.

10. Declaration of Default and Park District Remedies. In the event Village breaches any of the material terms or material conditions of this Agreement, Park District may declare Village in default and:

10.1 Terminate the Temporary Construction Easement and the Non-Exclusive Perpetual Easement, subject to the right to cure as follows. Village shall have thirty (30) days after receipt of written notice specifying the nature of the breach to cure said breach. If the nature of the breach is such that it cannot be cured within said thirty (30) day period, Village shall be deemed to have cured same if within said thirty (30) day period it commences and diligently pursues such cure and thereafter completes same within such time as is reasonable under the circumstances. If Village fails to cure the material breach, Park District may send a notice of termination and may require Village to restore the Park Properties to substantially their original condition through the removal of all at-grade or above-grade improvements, and perform any and all necessary measures to stabilize and neutralize all below-grade improvements related to the Storage Reservoirs. Such stabilization and neutralization shall include but is not limited to taking such action as is necessary or advisable to remediate or encapsulate any Hazardous Materials determined to be present, as required by federal and state laws and regulations given the nature of the Park Properties as public parks, and to otherwise ensure that the below-grade improvements will not adversely affect the use of the Park Properties by Park District for park and recreational activities. Village's compliance with the requirements of this paragraph 10.1 shall be determined by Park District in its sole discretion.

(A) In the event Village is required to restore the Park Properties in accordance with this paragraph 10.1, and in the event Park District at any time subsequent determines it is in the best interest of Park District to use or develop the Easement Premises, or some portion thereof, in a manner which requires excavation of all or part of the below-grade improvements, Village shall be responsible, at its sole cost and expense, for that portion of the cost of such excavation attributable to the existence and removal of the below-grade improvements reasonably necessary to allow Park district's planned use or development of the Park Properties, the taking of such action as is necessary or advisable to remediate or encapsulate any Hazardous Materials determined to be present as the result of the existence of the Storage Reservoirs, as required by federal and state laws and regulations given the nature of the Park Properties as public parks, and to otherwise ensure that any below-grade improvements that remain on the Park Properties will not adversely affect the use of the Park Properties by Park District for park and recreational activities.

(B) In furtherance and not in limitation of Village's obligations under this paragraph 10.1, Village shall have a continuing right and obligation to make reasonable inspections of the Park Properties and any below-grade improvements that remain on the Park Properties following termination on a periodic basis, but not less than annually, and shall perform any and all necessary measures to ensure that any below-grade improvements that remain on the Park Properties will not adversely affect the use of the Park Properties by Park District for park and recreational activities.

10.2 In the event of a breach and in the event Village fails to commence and diligently perform any of the above measures, Park District shall have the right, but not the obligation, to: (i) take all steps necessary to render the Park Properties suitable for use by Park District for recreational and park purposes, including but not limited to all steps necessary to remedy the appearance and condition of the surface of the Park Properties; and (ii) ensure compliance with all applicable federal, state and local laws, including the ordinances and regulations of the Village of Wilmette. Village shall be responsible for all reasonable costs and expenses incurred by Park District in connection with same, including reasonable attorneys' fees. The rights set forth in this paragraph 10 are in addition to, and not in lieu of, Park District's right to enforce the terms of this Agreement and Park District's right to pursue any and all other remedies, including specific performance, available at law or in equity.

11. Declaration of Default and Village Remedies. In the event Park District breaches any of the material terms or material conditions of this Agreement, Village may declare Park District in default and pursue any and all legal or equitable remedies, including specific

performance, in a court of competent jurisdiction, subject to the right to cure as follows. Park District shall have thirty (30) days after receipt of written notice specifying the nature of the breach to cure said breach. If the nature of the breach is such that it cannot be cured within said thirty (30) day period, Park District shall be deemed to have cured same if within said thirty (30) day period it commences and diligently pursues such cure and thereafter completes same within such time as is reasonable under the circumstances.

12. Indemnification.

12.1 Mechanics' Liens. Village agrees to indemnify, defend, save and hold harmless Park District, its officers, agents, employees, elected or appointed officials, successors and assigns (individually and collectively hereinafter referred to as "Park District's Indemnitees") from and against any and all mechanics and materialmen's liens, or claims therefore, and from and against any and all liens on public funds, including liens against the money, bonds or warrants of Park District, or claims therefore, including, without limitation, reasonable attorneys' fees and paralegals' fees and costs and court costs (collectively, the "Legal Expenses") for defense thereof, arising out of or in connection with any work or activity performed by or on behalf of Village pursuant to the grants of easement set forth in paragraphs 2 and 4 above.

12.2 Village's Indemnity and Hold Harmless. To the fullest extent permitted by law, Village agrees to indemnify, defend, save and hold harmless Park District's Indemnitees from and against any and all liabilities, claims, losses, and/or demands for personal injury and/or property damage, including reasonable attorneys fees, arising out of or caused by any act or omission of Village, any of its contractors or subcontractors, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable, arising out of or in connection with any work or activity performed pursuant to this Agreement, the grants of easement set forth in paragraphs 2 and 4 above, any violation of paragraph 9 above, any work or activity performed on the Park Properties which relates to or involves the Storage Reservoirs, and/or any work or activity performed in connection with Village's construction, operation, or maintenance of the Project or the Storage Reservoirs. (The items in the preceding sentence for which indemnification is required are hereinafter referred to as "Claims"). Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Village shall similarly protect, indemnify and hold and save harmless Park District's Indemnitees from and against any and all claims, costs, causes, actions and expenses including but not limited to court and administrative costs, reasonable attorneys and paralegal fees (collectively, "Legal Fees") incurred by reason of Village's failure to fully perform any of its obligations under, and/or Village's breach or default of or under, any provision of this Agreement.

It is expressly acknowledged and agreed by Village that it is Village's intention that the obligations of Village contained in this paragraph 12.2 with respect to Claims shall be broadly construed and applied in favor of Park District's Indemnitees, excluding only indemnification of Park District's Indemnitees for their intentional misconduct. It is further agreed by Village that failure of Village to indemnify and hold harmless Park District's Indemnitees as provided in this paragraph 12.2, shall constitute a breach of a material term of this Agreement.

13. Insurance.

13.1 Village shall keep in full force and effect at all times during this Agreement general public liability insurance and Workers' Compensation insurance in such amounts and with such companies or self-insurance pools as are reasonably acceptable to Park District, but, in any event, not less than the coverages and amounts carried by Village for its general activities. The minimum insurance coverage specified in this Paragraph 13 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Village shall name the Park District, its elected and appointed officials, officers, employees and agents as an additional insured on any such insurance, and shall provide Park District with a copy of a Certificate of Insurance and Additional Insured Endorsement evidencing same prior to commencing any work or activity on the Park Properties. Village shall similarly provide Park District with a copy of a Certificate of Insurance and Additional Insured Endorsement prior to the expiration of any coverage term applicable to the insurance provided pursuant to this paragraph 13.1 during the term of this Agreement demonstrating that the requisite insurance and additional insured endorsements shall remain in full force and effect at the commencement of, and at all times during, the next coverage term.

Park District acknowledges and agrees that Village's membership in the Intergovernmental Risk Management Agency ("IRMA") and its naming of the Park District as an additional insured as allowed under the applicable policy or policies of IRMA satisfy the requirements of this Section 13.1.

13.2 Village shall require any contractor or subcontractor hired to perform any work on the Easement Premises to obtain and maintain insurance written to include the coverages and for not less than the minimum limits, or greater if required by law, substantially as provided in Exhibit E attached hereto, to protect Park District and Village against claims arising directly or indirectly out of or in connection with Village's work or activity performed pursuant to the grants of easement set forth in paragraphs 2 and 4 above. Village shall cause any contractor or subcontractor hired to perform any work on the Easement Premises to name, the Park District, its elected and appointed officials, officers, employees and

agents as an additional insured on any such insurance, and shall provide Park District with a copy of a Certificate of Insurance and Additional Insured Endorsement evidencing same prior to commencing any work or activity on the Easement Premises.

13.3 Given the duration of this Agreement, required insurance coverage and/or amounts may need to be modified to adequately protect the Parties against possible claims arising from the Parties' rights and obligations under the terms of this Agreement. The Parties shall, from time to time, mutually review the insurance coverage required in this paragraph 13, and shall mutually agree upon coverage amounts or additional insurance as may be commensurate with similar agreements or other similarly situated parties in the Chicagoland area and as may be reasonably necessary to protect the Parties against these risks.

14. No Title to Public Property. This Agreement and the easements granted hereunder do not create any title in the Park Properties or the Easement Premises, in whole or in part, in favor of Village.

15. No Waiver. No waiver of any rights which Park District has in the event of any default or breach by Village under this Agreement shall be implied from the failure by Park District to take any action on account of such breach or default, and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

16. Entire Agreement. This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and any modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

17. Severability. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

18. Covenant Running with the Land. The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against the Park Properties and shall be binding upon and inure to the benefit of the Park District and Village and their respective successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Park Properties, or any portion thereof. If any of the easements, rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such

easements, rights, restrictions, agreements or covenants shall continue only until 21 years after the death of the last survivor of the now living lawful descendants of the current Governor of the State of Illinois.

19. Law Governing. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

20. Captions and Paragraph Headings. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

21. Notices. All notices provided for herein shall be served upon the Parties by personal delivery, email, fax or Certified United States mail, return receipt requested, at the following locations, or at such other location or locations as the Parties may from time to time designate in writing:

Notice to Park District:

Executive Director  
Wilmette Park District  
1200 Wilmette Avenue  
Wilmette, IL 60091

Notice to Village:

Village Manager  
Village of Wilmette  
1200 Wilmette Avenue  
Wilmette, IL 60091

Notices shall be deemed given when received by the Party to whom it was sent.

22. No Waiver of Tort Immunity. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to either Party under the Illinois Local Governmental and Governmental Employees Tort Immunity Act with respect to claims by third parties.

23. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish, or impose any legal duty to any third party.

24. Compliance with Laws. The Parties shall comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes.

25. Counterparts. This Agreement may be executed in counterparts that, taken together, will be effective as if they were a single document. Signatures transmitted by a .pdf file or facsimile shall be treated as originals.

26. Prevailing Party. The prevailing party in any suit or action to enforce the provisions of this Agreement shall be entitled to recover his or her costs in enforcing this Agreement,

including reasonable attorneys' fees.

27. Recording. Village shall record this Agreement, at its cost and expense, with the Cook County Recorder of Deeds following approval and execution by the Parties. If this Agreement is thereafter terminated by action of the Parties, or either of them, the Party terminating this Agreement shall record a writing evidencing the termination of this Agreement with the Cook County Recorder of Deeds.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**PARK DISTRICT**

**VILLAGE**

WILMETTE PARK DISTRICT

VILLAGE OF WILMETTE

By: \_\_\_\_\_  
President, Board of Park Commissioners

By: \_\_\_\_\_  
Village Manager

Attest: \_\_\_\_\_  
Secretary, Board of Park Commissioners

PARK DISTRICT'S ACKNOWLEDGMENT

STATE OF ILLINOIS    )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY Amy Wolfe, President, Board of Park Commissioners and Stephen P. Wilson, Secretary, Board of Park Commissioners, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Subscribed and Sworn to before me  
this \_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Notary Public



**EXHIBIT A**

Depiction of Community Playfields Easement Premises

**EXHIBIT B**

Depiction of Hibbard Park Easement Premises

**EXHIBIT C**

Depiction of Thornwood Park Easement Premises

**EXHIBIT D**

Project Plans

Prepared by: Baxter & Woodman, Inc.

1. Community Playfields
2. Hibbard Park
3. Thornwood Park

## EXHIBIT E

### Insurance Requirements

#### **CONSTRUCTION, MAINTENANCE AND REPAIR PROJECTS**

Contractor shall obtain and maintain insurance of the types and in the amounts listed below.

**A. Commercial General and Umbrella Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

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

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

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

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

**B. Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work.

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

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

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

**C. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

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

**D. Workers Compensation Insurance**

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

**E. General Insurance Provisions**

**1. Evidence of Insurance**

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

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

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

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

Failure to maintain the required insurance may result in termination of Contractor's use of the Park Property.

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

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

## **2. Acceptability of Insurers**

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

## **3. Cross-Liability Coverage**

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

## **4. Deductibles and Self-Insured Retentions**

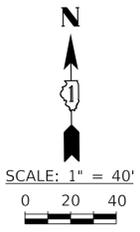
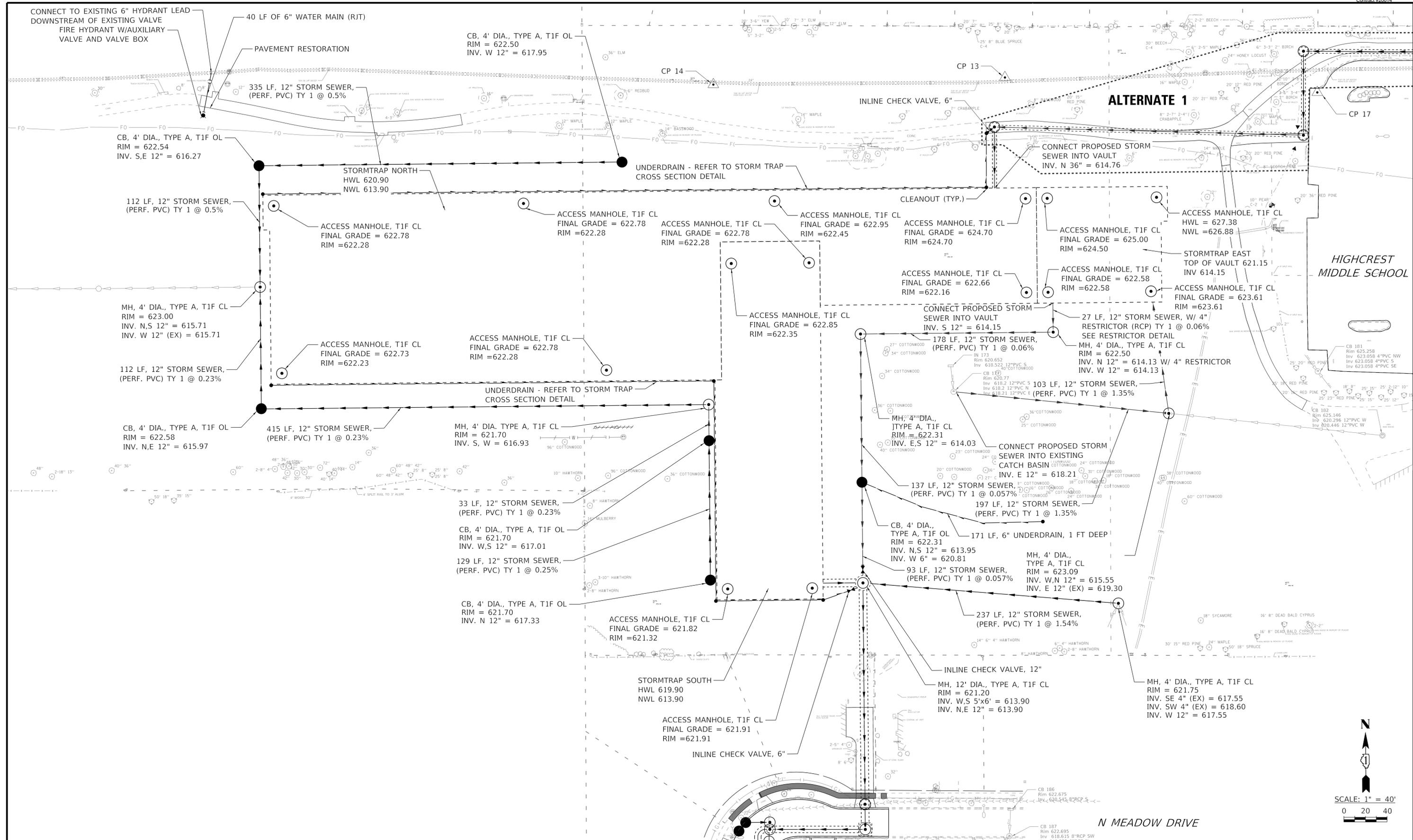
Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required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

## **5. Subcontractors**

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

**F. Indemnification**

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



N MEADOW DRIVE

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
 9575 W. Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (847) 823-0500

**BAXTER & WOODMAN**  
 Consulting Engineers

CLIENT:

**Village of Wilmette**  
 1200 WILMETTE AVENUE  
 WILMETTE, IL 60091-0040

|           |  |                    |       |
|-----------|--|--------------------|-------|
| NO.       | DATE   | NATURE OF REVISION | CHKD. |
| FILE NAME | I:\CrystalLake\WILMV\180564-NSIP\CAD\Sheets_CommunityPk\180564-SHT-Drain-16_CommunityPkStorage.dgn |                    |       |

TITLE:

**WSNSP CONTRACT 1  
 COMMUNITY PARK UNDERGROUND STORAGE  
 DRAINAGE PLAN**

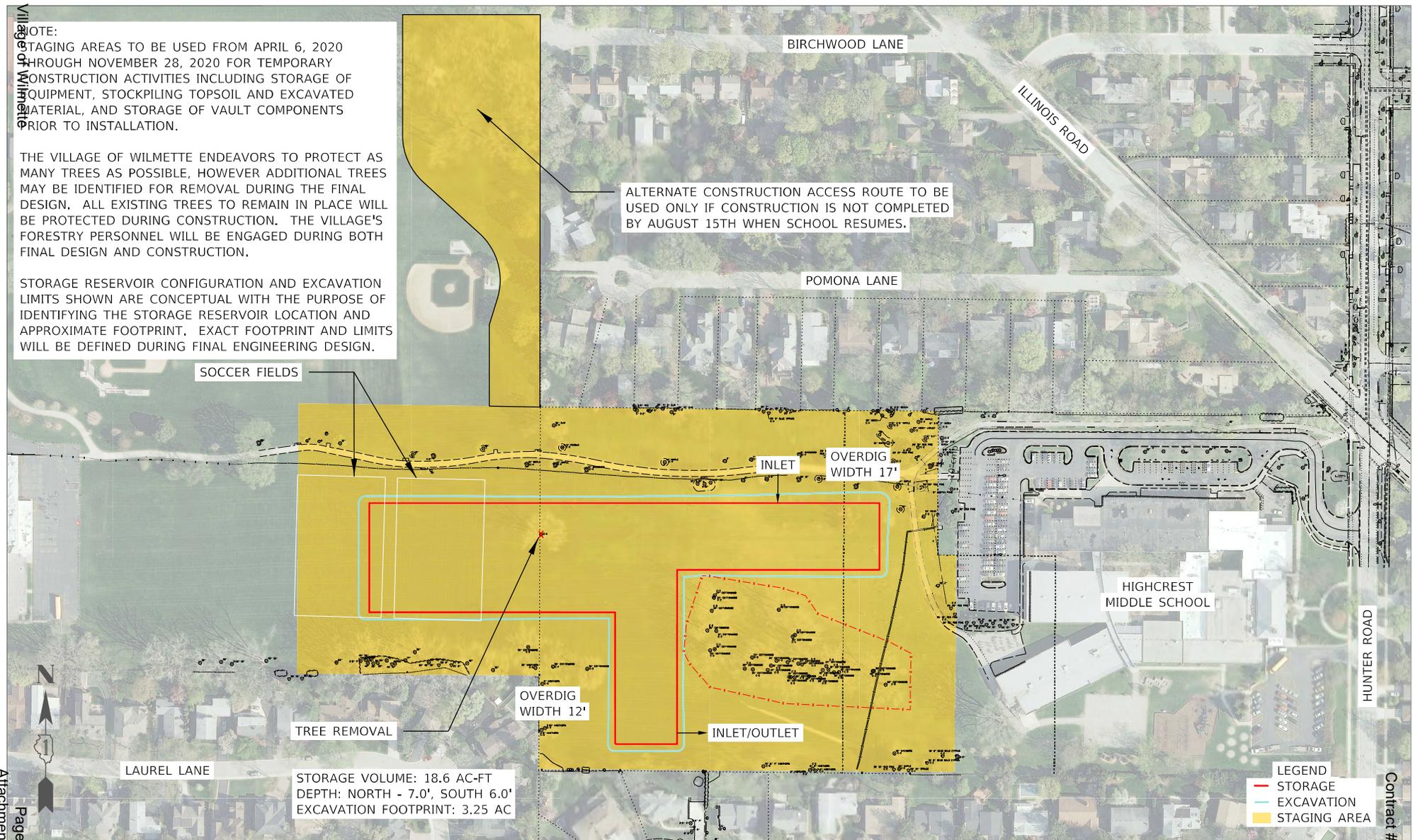
|             |            |
|-------------|------------|
| PROJ. NO.   | 180564     |
| DATE:       | 01-09-2020 |
| SHEET 53    | OF 85      |
| DRAWING NO. | <b>47</b>  |

Village of Wilmette

NOTE:  
STAGING AREAS TO BE USED FROM APRIL 6, 2020 THROUGH NOVEMBER 28, 2020 FOR TEMPORARY CONSTRUCTION ACTIVITIES INCLUDING STORAGE OF EQUIPMENT, STOCKPILING TOPSOIL AND EXCAVATED MATERIAL, AND STORAGE OF VAULT COMPONENTS PRIOR TO INSTALLATION.

THE VILLAGE OF WILMETTE ENDEAVORS TO PROTECT AS MANY TREES AS POSSIBLE, HOWEVER ADDITIONAL TREES MAY BE IDENTIFIED FOR REMOVAL DURING THE FINAL DESIGN. ALL EXISTING TREES TO REMAIN IN PLACE WILL BE PROTECTED DURING CONSTRUCTION. THE VILLAGE'S FORESTRY PERSONNEL WILL BE ENGAGED DURING BOTH FINAL DESIGN AND CONSTRUCTION.

STORAGE RESERVOIR CONFIGURATION AND EXCAVATION LIMITS SHOWN ARE CONCEPTUAL WITH THE PURPOSE OF IDENTIFYING THE STORAGE RESERVOIR LOCATION AND APPROXIMATE FOOTPRINT. EXACT FOOTPRINT AND LIMITS WILL BE DEFINED DURING FINAL ENGINEERING DESIGN.



ALTERNATE CONSTRUCTION ACCESS ROUTE TO BE USED ONLY IF CONSTRUCTION IS NOT COMPLETED BY AUGUST 15TH WHEN SCHOOL RESUMES.

SOCCER FIELDS

INLET

OVERDIG WIDTH 17'

HIGHCREST MIDDLE SCHOOL

OVERDIG WIDTH 12'

TREE REMOVAL

INLET/OUTLET

LAUREL LANE

STORAGE VOLUME: 18.6 AC-FT  
DEPTH: NORTH - 7.0', SOUTH 6.0'  
EXCAVATION FOOTPRINT: 3.25 AC

LEGEND

- STORAGE
- EXCAVATION
- STAGING AREA

**EARLY ACCESS CONSTRUCTION PHASING**

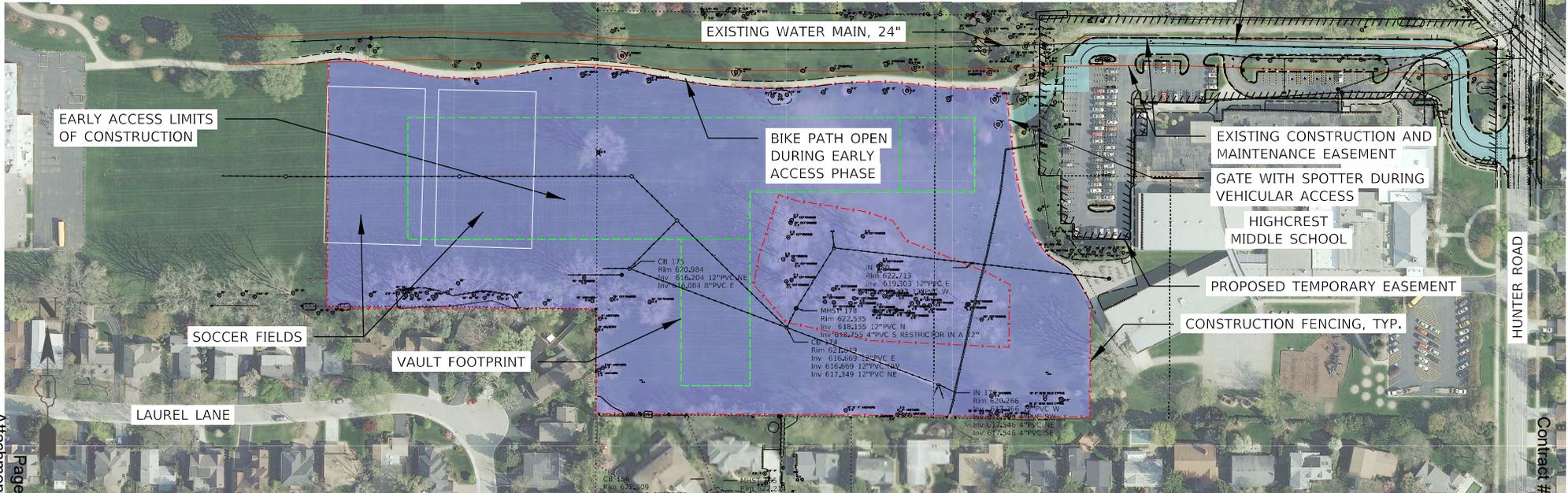
- ALLOWED BETWEEN APRIL 6, 2020 AND JUNE 18, 2020 OR SOONER WITH APPROVAL FROM SD39, PENDING SNOW DAYS.
- UTILIZE EXISTING PARKING LOT (UPPER DRIVE AISLE) FOR CONSTRUCTION ACCESS ONLY BEFORE 7 AM, AFTER 4:30 PM AND ON WEEKENDS, ALL WITH ADVANCE NOTICE AND PERMISSION FROM THE SD.
- UTILIZE EXISTING PARKING LOT (UPPER DRIVE AISLE) FOR CONSTRUCTION WORKER ACCESS DURING THE SCHOOL DAY FOR INTERMITTENT USAGE. THESE ARE PASSENGER CARS AND WORKER VEHICLES. NO ACCESS DURING SCHOOL PICKUP AND DROP-OFF TIMES DEFINED AS BETWEEN 7 AM AND 9:15 AM AND BETWEEN 2:45 PM AND 4:30 PM.
- ANY WORK ON SCHOOL DISTRICT PROPERTY DURING THIS STAGE WILL REQUIRE ADVANCE NOTICE AND APPROVAL BY THE SCHOOL DISTRICT.
- BIKE PATH WILL REMAIN OPEN DURING EARLY ACCESS.
- VILLAGE'S CONTRACTOR WILL SUPPLY A SPOTTER AT THE INTERSECTION OF THE ENTRANCE TO THE WORK ZONE AND BIKE PATH WHEN VEHICLES CROSS THE PATH.
- PROTECTION OF EXISTING WATER MAIN CONSISTING OF TEMPORARY WOOD ACCESS MATTING DURING EARLY ACCESS WILL BE NECESSARY AS HEAVY EQUIPMENT IS BROUGHT IN TO THE WORK ZONE PER THE TERMS AND CONDITIONS OF THIS AGREEMENT. VILLAGE WILL COORDINATE WITH THE SCHOOL DISTRICT ON THE TIMING OF THIS ACTIVITY, WHICH WILL BE SCHEDULED OVER A WEEKEND. THE ACCESS MATS ARE TEMPORARY AND WILL BE REMOVED IMMEDIATELY AFTER THE HEAVY EQUIPMENT IS DELIVERED TO THE SITE AND PRIOR TO THE NEXT SCHOOL DAY.

**GENERAL CONSTRUCTION NOTES FOR COMMUNITY PLAYFIELD**

- WORK ZONE COMPLETELY FENCED OFF WITH A DOUBLE CONSTRUCTION FENCING - TEMPORARY CONSTRUCTION FENCE IN FRONT OF 8-FOOT CHAIN LINK FENCE WITH SCREENING.
- SITE SECURED AT THE END OF EACH WORK DAY.
- CONSTRUCTION ANTICIPATED 7 DAYS A WEEK WITH EXTENDED HOURS AS APPROVED BY THE VILLAGE BOARD.
- VILLAGE TO TAKE EVERY REASONABLE PRECAUTION TO PROTECT THE SD'S FIBER LINE THAT RUNS ALONG THE SOUTH END OF THE BIKE PATH.
- VILLAGE TO ADD PROVISIONS FOR SUPPLEMENTAL SITE WATERING, IF NECESSARY, TO CONTROL DUST DURING CONSTRUCTION.
- COMMUNITY PLAYFIELD WITHIN THE CONSTRUCTION ZONE WILL BE OUT OF USE UNTIL SPRING 2021 TO ALLOW THE SOD TO TAKE,
- ALL CONTRACTOR VEHICLES WILL BE PARKED INSIDE THE FENCED WORK ZONE.

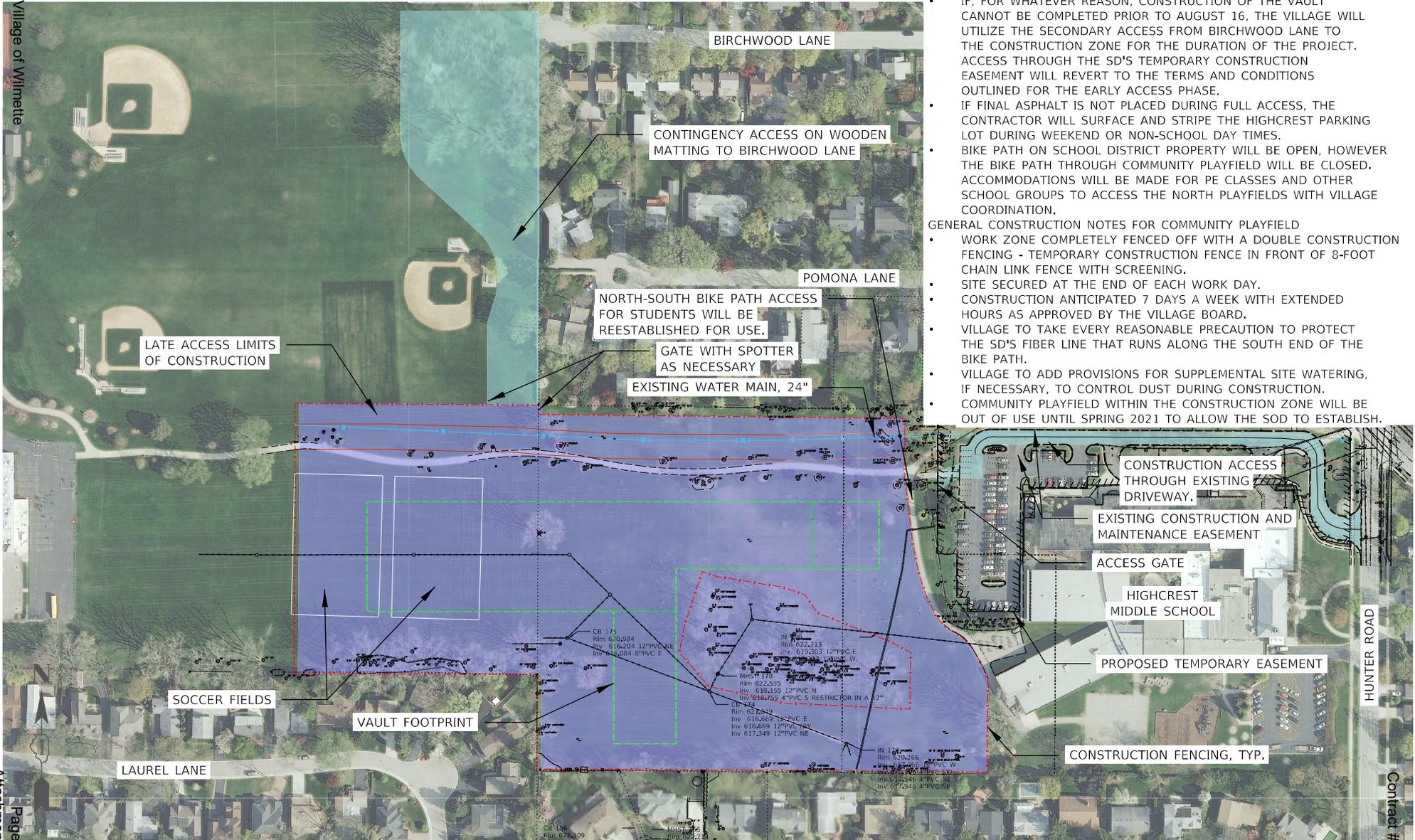


CONSTRUCTION ACCESS THROUGH EXISTING DRIVEWAY ONLY.



**HIGHCREST MIDDLE SCHOOL EARLY ACCESS – APRIL 6, 2020 TO JUNE 18, 2020**  
**VILLAGE OF WILMETTE, ILLINOIS**





- LATE ACCESS CONSTRUCTION PHASING**
- ALLOWED BETWEEN AUGUST 16, 2020 AND NOVEMBER 28, 2020.
  - IF, FOR WHATEVER REASON, CONSTRUCTION OF THE VAULT CANNOT BE COMPLETED PRIOR TO AUGUST 16, THE VILLAGE WILL UTILIZE THE SECONDARY ACCESS FROM BIRCHWOOD LANE TO THE CONSTRUCTION ZONE FOR THE DURATION OF THE PROJECT. ACCESS THROUGH THE SD'S TEMPORARY CONSTRUCTION EASEMENT WILL REVERT TO THE TERMS AND CONDITIONS OUTLINED FOR THE EARLY ACCESS PHASE.
  - IF FINAL ASPHALT IS NOT PLACED DURING FULL ACCESS, THE CONTRACTOR WILL SURFACE AND STRIPE THE HIGHCREST PARKING LOT DURING WEEKEND OR NON-SCHOOL DAY TIMES.
  - BIKE PATH ON SCHOOL DISTRICT PROPERTY WILL BE OPEN, HOWEVER THE BIKE PATH THROUGH COMMUNITY PLAYFIELD WILL BE CLOSED. ACCOMMODATIONS WILL BE MADE FOR PE CLASSES AND OTHER SCHOOL GROUPS TO ACCESS THE NORTH PLAYFIELDS WITH VILLAGE COORDINATION.
- GENERAL CONSTRUCTION NOTES FOR COMMUNITY PLAYFIELD**
- WORK ZONE COMPLETELY FENCED OFF WITH A DOUBLE CONSTRUCTION FENCING - TEMPORARY CONSTRUCTION FENCE IN FRONT OF 8-FOOT CHAIN LINK FENCE WITH SCREENING.
  - SITE SECURED AT THE END OF EACH WORK DAY.
  - CONSTRUCTION ANTICIPATED 7 DAYS A WEEK WITH EXTENDED HOURS AS APPROVED BY THE VILLAGE BOARD.
  - VILLAGE TO TAKE EVERY REASONABLE PRECAUTION TO PROTECT THE SD'S FIBER LINE THAT RUNS ALONG THE SOUTH END OF THE BIKE PATH.
  - VILLAGE TO ADD PROVISIONS FOR SUPPLEMENTAL SITE WATERING, IF NECESSARY, TO CONTROL DUST DURING CONSTRUCTION.
  - COMMUNITY PLAYFIELD WITHIN THE CONSTRUCTION ZONE WILL BE OUT OF USE UNTIL SPRING 2021 TO ALLOW THE SOD TO ESTABLISH.

**HIGHCREST MIDDLE SCHOOL LATE ACCESS – AUGUST 16, 2020 TO NOVEMBER 28, 2020  
VILLAGE OF WILMETTE, ILLINOIS**

**EXHIBIT CC**

HUNTER ROAD

Contract #20014