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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/03/2014 02:53 PM Pg: 1 of 23

Prepared by and after  
recording return to:

Mark E. Burkland  
Holland & Knight LLP  
131 South Dearborn Street, 30th Floor  
Chicago, Illinois 60603

**AN AGREEMENT GRANTING PERMANENT AND TEMPORARY  
EASEMENTS FOR A TRAFFIC SIGNAL INSTALLATION  
AND RELATED IMPROVEMENTS IN AND AROUND  
THE INTERSECTION OF WILLOW SPRINGS ROAD  
AND THE LTHS / DENNING PARK ACCESS ROAD**

THIS AGREEMENT is dated as of <sup>May</sup> ~~April~~ 12, 2014, (the "Effective Date") and is by and among the Village of La Grange, an Illinois municipal corporation, ("La Grange"), the Village of Western Springs ("Western Springs"), and the Park District of La Grange (the "Park District");

**RECITALS:**

- A. The Park District is the record owner of the real property commonly known as Denning Park within La Grange's corporate limits, which real property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof ("Denning Park").
- B. Denning Park is located across the street from property owned by the Lyons Township High School District 204 ("LTHS") and commonly known as Lyons Township High School South within Western Springs' corporate limits. Denning Park abuts the intersection of Willow Springs Road and the northern LTHS / Denning Park access road (the "Intersection").
- C. La Grange, the Park District, Western Springs, and LTHS desire to install, maintain, repair, and replace from time to time a traffic signal and related improvements (the "Traffic Signal Installation") at the Intersection to improve pedestrian safety and vehicular movements within and adjacent to the Intersection. No element of the Traffic Signal Installation will affect the public use of the open spaces and recreational facilities of Denning Park. La Grange and Western Springs will share responsibility for the ongoing maintenance of the traffic signal.
- D. To accomplish the Traffic Signal Installation, La Grange and Western Springs require a permanent easement and a temporary construction easement over a small portion of Denning Park. The area to be impressed with a permanent easement (the "Permanent Easement Premises") is legally described in Exhibit B and depicted as the "Permanent Easement" in Exhibit C, both of which are attached hereto and, by this

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*Traffic Signal Easement Agreement  
on Park District parcel*

reference, incorporated herein and made a part hereof. The area to be impressed with a temporary easement is legally described in Exhibit B and depicted as the "Temporary Construction Easement" in Exhibit B (the "*Temporary Easement Premises*"). The Permanent Easement Premises and Temporary Easement Premises may be referred to collectively as the "*Easement Premises*."

NOW, THEREFORE, in consideration of the provisions of this Agreement, La Grange, Western Springs, and the Park District agree as follows:

**Section 1. Grant of Permanent Easement.** The Park District hereby grants, conveys, warrants, and dedicates to La Grange and Western Springs and their successors and assigns (the "*Grantees*") a permanent, exclusive easement for the Traffic Signal Installation and for reconstruction, maintenance, repair, and replacement of traffic signal devices (the "*Traffic Signals*") from time to time, subject to the terms and conditions of this Agreement, in, upon, over, under, through, along, and across the Permanent Easement Premises, together with all reasonable rights of ingress and egress over, along, upon, and across the Permanent Easement Premises and the immediately abutting area of Denning Park, if necessary, for the exercise of the rights herein granted.

**Section 2. Grant of Temporary Construction Easement.** The Park District hereby grants, conveys, and warrants to the Grantees a temporary easement for the purpose of completing the Traffic Signal Installation, together with all reasonable rights of ingress and egress over, along, upon, and across the Temporary Easement Premises and the immediately abutting area of Denning Park, if necessary, for the exercise of the rights herein granted. The temporary easement granted in this Section 2 will be for a term beginning on the Effective Date and continuing until the completion and approval and acceptance of the Village of La Grange of the Traffic Signal Project, as the terms "Traffic Signal" and "Project" are defined in the intergovernmental agreement titled "An Intergovernmental Agreement Among Four Local Governmental Bodies for Traffic Signal and Other Improvements on Willow Springs Road" and dated November 1, 2012 (the "*Intergovernmental Agreement*"), a copy of which is attached as Exhibit D and, by this reference, incorporated herein and made a part hereof.

**Section 3. Installation and Restoration.** La Grange will coordinate, administer, and pay for the Traffic Signal Installation in accordance with the Intergovernmental Agreement. Western Springs, LTHS, and the Park District will reimburse La Grange for Traffic Signal Installation project costs to the extent provided by the Intergovernmental Agreement. The Grantees agree that work on the Traffic Signal Installation will be done and completed in a good and workman like manner. The Grantees also agree to restore grass, landscaping, and other improvements on the Easement Premises if disturbed by the Traffic Signal Installation as nearly as practicable to the condition immediately preceding any work. As stated above, no element of the Traffic Signal Installation will affect the public use of the open spaces and recreational facilities of Denning Park.

**Section 4. Limit of Grantees' Responsibility.** Nothing in this Agreement or otherwise related to the easements over the Easement Premises requires La Grange or Western Springs, as the Grantees, to maintain any street, curb, gutter, sidewalk, parkway, landscaping, or other improvement or feature within those premises. Instead, the

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maintenance responsibility for those improvements and features remains with the agency that has jurisdiction. The Grantees' responsibility relates only to the Traffic Signals, except only for the restoration requirement set forth in Section 3 of this Agreement.

**Section 5. Hold Harmless.** The Grantees agree to save and hold the Park District harmless from all claims, causes of action, suits, liens, damages, or demands that arise directly from the negligence of the Grantees or their authorized agents, servants, employees, contractors, or persons acting pursuant to contracts or agreements with the Grantees related to work by the Grantees within the Easement Premises or that arise from injuries or death to persons or damages to property resulting from work by the Grantees within the Easement Premises, except as provided in the Intergovernmental Agreement.

**Section 6. No Interference.** The Park District may not interfere with the use by the Grantees of the Easement Premises and may not construct, install, maintain, or permit to be constructed, installed, or maintained on the Permanent Easement Premises or on the Temporary Easement Premises during the term of the temporary easement any structure or other obstruction without the prior express written consent of the Grantees.

**Section 7. Remedies.** The parties agree that they may enforce or compel the performance of the Agreement by suit, action, mandamus, or any other proceeding, in law or in equity, including specific performance.

**Section 8. Covenants Running with the Land.** The easements and rights granted in the Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, will be recorded against the Easement Premises, and will be binding on the inure to the benefit of the Park District and the Grantees and their respective heirs, executors, administrators, grantees, successors, and assigns.

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

**To the Park District:**  
Executive Director  
Park District of La Grange  
536 East Avenue  
La Grange, Illinois 60525

**To La Grange:**  
Village Manager  
Village of La Grange  
53 South La Grange Road  
La Grange, Illinois 60525

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To Western Springs:  
Village Manager  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558

Section 10. Amendments. This Agreement may be modified or amended only by a written agreement of the Park District, La Grange, and Western Springs.

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

**PARK DISTRICT OF LA GRANGE**

By: Mary Ellen Penicook  
Mary Ellen Penicook, Board President

Attest:  
By: Dean Cassis  
Dean Cassis, Board Secretary

**VILLAGE OF LA GRANGE**

By: Thomas Livingston 05/12/2014  
Thomas Livingston, Village President

Attest:  
By: John Burns  
John Burns, Village Clerk

**VILLAGE OF WESTERN SPRINGS**

By: William Rodeghier  
William Rodeghier, Village President

Attest:  
By: Jeanne M. Jasica  
Jeanne Jasica, Village Clerk

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*Traffic Signal Easement Agreement  
on Park District parcel*

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, ELEANOR ELDER, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that Thomas Livingston, personally known to me to be the President of the Village of La Grange, and John Burns, personally known to be Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the President and Clerk of the Village of La Grange they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Village of La Grange for the uses and purposes therein set forth.

Given under my hand and official seal this 12 day of MAY 2014.

Eleanor Elder  
Notary Public

My commission expires: 10-13-2015

(SEAL)



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STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

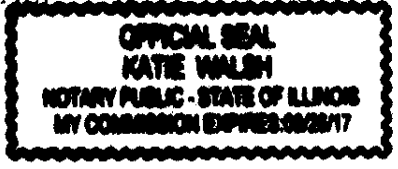
I, Katie Walsh a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that Mary Ellen Penicook, personally known to me to be the Board President of the La Grange Park District, and Dean Bissias, personally known to be Board Secretary of said Park District, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the Board President and Board Secretary of the La Grange Park District they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the La Grange Park District for the uses and purposes therein set forth.

Given under my hand and official seal this 7 day of MAY 2014.

Katie Walsh  
Notary Public

My commission expires: 8/26/17

(SEAL)



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Traffic Signal Easement Agreement  
on Park District parcel

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, ELAINE HAESKE, a Notary Public in and for Cook County, in the State of Illinois, do hereby certify that WILLIAM T. RODRIGUEZ, personally known to me to be the President of the Village of Western Springs, and JEANINE M. JASKA, personally known to be Clerk of said Village, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the President and Clerk of the Village of Western Springs they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Village of Western Springs for the uses and purposes therein set forth.

Given under my hand and official seal this 19<sup>th</sup> day of May 2014.

Elaine Haeske  
Notary Public

My commission expires: 12/11/17

(SEAL)



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## **EXHIBIT A**

### **LEGAL DESCRIPTION OF DENNING PARK**

LOT 7 IN JAMES F. STEPINA'S SUBDIVISION, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1909 AS DOCUMENT 4489154, IN COOK COUNTY, ILLINOIS.

PIN: 18-08-205-089

Property of Cook County Clerk's Office



**UNOFFICIAL COPY***Traffic Signal Easement Agreement  
on Park District parcel***EXHIBIT B****LEGAL DESCRIPTION OF EASEMENT PREMISES**PERMANENT EASEMENT PREMISES

THAT PART OF LOT 7 IN JAMES F. STEPINA'S SUBDIVISION, RECORDED DECEMBER 29, 1909 AS DOCUMENT 4489154, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH 2/3 OF SAID LOT 7;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7, 30 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 7, 160.00 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO THE WEST LINE OF SAID LOT 7, 20.00 FEET;

THENCE SOUTH ALONG A LINE PARALLEL AND 20 FEET EAST OF THE WEST LINE OF SAID LOT 7, 160.00 FEET;

THENCE WESTERLY, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TEMPORARY EASEMENT PREMISES

THAT PART OF LOT 7 IN JAMES F. STEPINA'S SUBDIVISION, RECORDED DECEMBER 29, 1909 AS DOCUMENT 4489154, AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH 2/3 OF SAID LOT 7;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 7, 30 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO THE WEST LINE OF SAID LOT 7, 20.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH ALONG A LINE PARALLEL AND 20.00 FEET EAST OF THE WEST LINE OF SAID LOT 7, 160.00 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO THE WEST LINE OF SAID LOT 7, 100.00 FEET;

THENCE SOUTH ALONG A LINE PARALLEL AND 120 FEET EAST OF THE WEST LINE OF SAID LOT 7, 160.00 FEET;

THENCE WESTERLY, 20.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PN: 18-08-205-089-0000

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## EXHIBIT C

### DEPICTION OF EASEMENT PREMISES

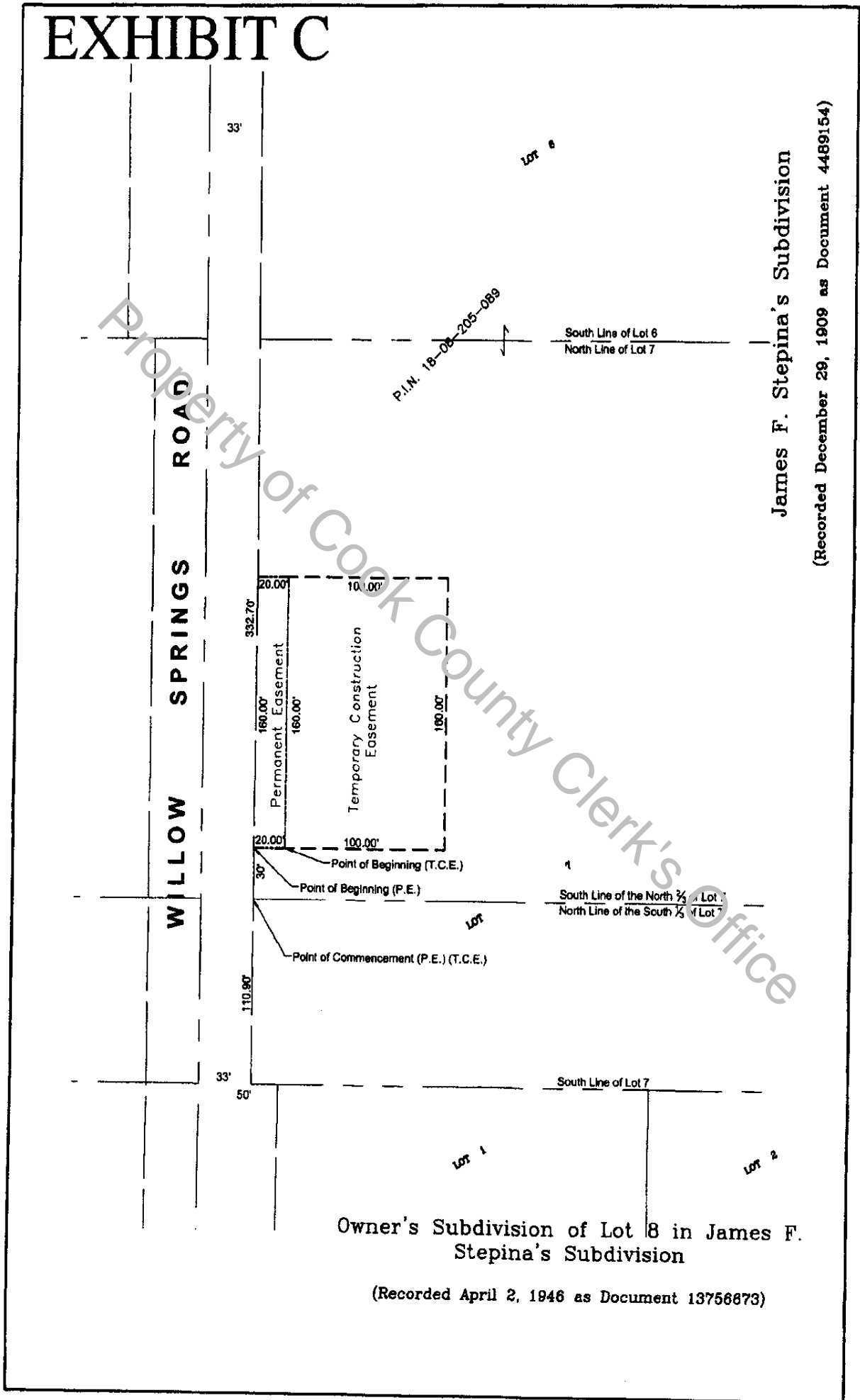
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## EXHIBIT C



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## EXHIBIT D

### INTERGOVERNMENTAL AGREEMENT

[see next page]

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*Traffic Signal Improvements Agreement  
November 2012*

## AN INTERGOVERNMENTAL AGREEMENT AMONG FOUR LOCAL GOVERNMENTAL BODIES FOR TRAFFIC SIGNAL AND OTHER IMPROVEMENTS ON WILLOW SPRINGS ROAD

THIS AGREEMENT is entered into by the Village of La Grange ("La Grange"), the Village of Western Springs ("Western Springs"), the Park District of La Grange (the "Park District") and the Board of Education of Lyons Township High School District 204 ("LTHS") (collectively the "Participants") dated as of November 1, 2012 (the "Effective Date").

### WITNESSETH:

WHEREAS, the Participants are authorized under applicable law to enter into this Agreement; and

WHEREAS, each Participant represents and warrants that it has properly approved this Agreement and has properly authorized its representatives signing this Agreement to do so and to bind the Participant to the terms of this Agreement; and

WHEREAS, the centerline of Willow Springs Road between 53rd Place and 47th Street forms a portion of the common corporate boundary of the La Grange and Western Springs; and

WHEREAS, access to the LTHS South Campus located in Western Springs is from Willow Springs Road between Mason Drive to 51st Street on the west side of the street; and

WHEREAS, access to the Park District's Denning Park in La Grange is from Willow Springs Road between Mason Drive and 50th Street on the east side of the street; and

WHEREAS, the Participants desire to improve traffic movement along Willow Springs Road, access to the facilities noted above and others, and pedestrian safety along Willow Springs Road between 53rd Place and 47th Street (the "Corridor"); and

WHEREAS, the Participants completed a preliminary engineering study for improvements to Willow Springs Road relating to various vehicle and pedestrian safety improvements within the Corridor that include, among other things, a traffic signal (the "Traffic Signal") within Willow Springs Road and portions of LTHS and Park District property, at the southern entrances of the LTHS South Campus and Denning Park (collectively, including all design engineering, construction, construction management, and related costs, referred to as the "Project"); and

WHEREAS, the Participants desire to undertake the Project; and

WHEREAS, the Project area is about one-half within the corporate limits of Western Springs and one-half within the corporate limits of La Grange; and

WHEREAS, La Grange and Western Springs submitted a joint application to the Central Council of Mayors ("Mayors Council") for approximately \$192,500 in funding from the federal Surface Transportation Program (the "STP") to pay for engineering construction costs associated with the Project (the "STP Grant").

WHEREAS, the STP Grant covers only about 80 percent of the estimated costs for the Project; and

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*Traffic Signal Improvements Agreement  
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WHEREAS, the Illinois Department of Commerce and Economic Opportunity ("DCEO") has granted additional funding for the Project in the amount of \$90,000 (the "DCEO Funds") as the matching component for the STP Grant; and

WHEREAS, La Grange will serve as the Lead Participant for the Project and among other things will enter into an agreement with the State of Illinois related to the DCEO Funds and will enter into the contracts necessary to complete the engineering and construction for the Project; and

WHEREAS, the Participants anticipate that the combined total of the STP Grant and the DCEO Funds will cover the costs of the Project, an estimated budget for which is attached to and made a part of this Agreement as Exhibit A; and

WHEREAS, the Participants agree to use the STP Grant and DCEO Funds to pay for the Project and further agree to pay, in equal shares, all costs of the Project that exceed the total amount of the STP Grant and DCEO Funds; and

WHEREAS, the Park District already has expended more than \$97,000 to improve the infrastructure within the Project area; and

WHEREAS, the Participants have agreed, as provided in Section 9 of this Agreement, to enter into a traffic signal maintenance agreement for the purpose of sharing the costs and responsibilities for maintenance of the Traffic Signal (the "*Traffic Signal Maintenance Agreement*"); and

WHEREAS, the Park District and LTHS each will grant to La Grange and Western Springs an easement over specified portions of their property adjacent to the Traffic Signal in location and scope sufficient for the maintenance of the Traffic Signal (the "*Traffic Signal Maintenance Easements*");

NOW, THEREFORE, the Participants agree as follows:

Section 1. Recitals. The foregoing recitals are incorporated into this Agreement as substantive provisions of this Agreement.

Section 2. Commencement and Term of Agreement. This Agreement commences on the Effective Date. This Agreement terminates after (A) all Work has been complete, inspected, and approved by the Participants, (B) La Grange, as the Lead Participant, has been fully reimbursed for all costs and expenses related to the Project and the Work, as provided in this Agreement, and (C) the Traffic Signal Maintenance Agreement has been approved and executed by all of the Participants.

Section 3. Description of Work. The work on the Project, as depicted in Exhibit B attached to and made a part of this Agreement, includes the following elements:

A. Installation of a traffic signal at the intersection of Willow Springs Road and the southern entrances of LTHS and Denning Park;

B. Drafting, approving, and recording the Traffic Signal Maintenance Easements and the Traffic Signal Maintenance Agreement for maintenance of the Traffic Signal;

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*Traffic Signal Improvements Agreement  
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- C. Enhancements to the existing crosswalk at the intersection of Mason Drive and Willow Springs Road (the "Crosswalk");
- D. Installation of advanced warning signs for the Crosswalk;
- E. Interconnection of the new Traffic Signal with the traffic signal at the intersection of 47th Street and Willow Springs Road;
- F. Curb replacement in various locations;
- G. Various drainage structure adjustments;
- H. Landscaping and other restoration;
- I. Sidewalk replacement in various places;
- J. Various minor work ancillary to the elements described in Paragraphs A through I above such as other signage and pavement markings, cleaning, miscellaneous repairs, and similar work;
- K. All related engineering and project management services necessary to prepare plans, specifications, bidding and contract documents, IDOT submittals, and permit applications for the Project and to properly conduct the construction phase of the Project;
- L. All miscellaneous costs and expenses directly related to Paragraphs A through K above such as shipping and mailing costs, supplies costs, and similar items; and
- M. Legal fees incurred by La Grange as the Lead Participant in the preparation of bidding and contract documents and in providing general legal services solely related to the Project during the course of the Work.

(collectively the "Work"). Any improvements or work outside of the Willow Springs Road right-of-way are not included in the Project and are not part of this Agreement.

**Section 4. Responsibilities of the Lead Participant.** La Grange, as the Lead Participant, has the following responsibilities related to the Project:

- A. Coordinating the Phase II — Design Engineering Work, including preparation of contract documents, plans, and specifications (the "Work Documents").
- B. Submission of the Work Documents and other submissions to the Illinois Department of Transportation ("IDOT") and coordinating the alignment of the contract bidding process with IDOT regulations.
- C. Entering into a contract with the State of Illinois for the Project pursuant to IDOT procedures for construction.
- D. In conjunction with IDOT, awarding a contract for construction of the Project.
- E. Coordinating the drafting, approval, and recording of the Traffic Signal Maintenance Easements and the Traffic Signal Maintenance Agreement for maintenance of the Traffic Signal.

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F. Administering the construction project, including coordination of the Work, contract payments, change orders, and every other element of the Project.

G. Coordinating the Phase III — Construction Engineering Work, including management, inspection, and coordination of the Work.

H. Paying all costs for the Design Engineering Work and Construction Engineering Work (collectively the “*Professional Engineering Services*”).

I. Paying all costs for the construction work.

Section 5. Responsibilities of the Participants. Each Participant has the following responsibilities related to the Project. La Grange is included as having these responsibilities unless the context dictates otherwise.

A. Review by all Participants of the Work Documents within 10 calendar days after receipt and submit any revisions to La Grange for incorporation into the Work Documents before they are submitted by La Grange to IDOT and other entities for approval. The Participants agree to cooperate in good faith to finalize the Work Documents to each other's reasonable satisfaction. The Participants will assume that a Participant that does not submit revisions to La Grange within the 10-day time period has approved the Work Documents without revision.

B. Prompt execution by all Participants of all Project-related documents as requested by La Grange or as required by any federal or State agency with jurisdiction over the Project.

C. Reimbursement by Western Springs and LTHS to La Grange, within 30 days after the date of any invoice from La Grange, of each of those two Participants' full 33.3 percent share of all costs for Work that has been completed and that is not covered in its entirety by the STP Grant and the DCEO Funds, including without limitation Professional Engineering Services, construction costs including change orders, and cost-overruns. The duty of those two Participants' to reimburse La Grange is not subject to set-off, withholding, or any other claim or action, under any circumstances. Payments are due as provided in this Subsection C regardless of any issue, dispute, disagreement, or any other matter under this Agreement or in any way related to the Project or the Work.

D. Approving and executing a Traffic Signal Maintenance Agreement and, for the Park District and LTHS, approving and executing the Traffic Signal Maintenance Easements.

Section 6. Changes to the Work. If any Participant (A) requests a change to the Work that affects or benefits only that Participant's jurisdiction or facility or (B) increases the scope or extent of the Work to be performed beyond the scope provided in this Agreement, (either (A) or (B) being a “*Participant Change Order*”) then that Participant must pay to La Grange all costs and expenses related to that Participant Change Order (the “*Total Change Order Cost*”) in advance of commencement of the work provided for in that Participant Change Order. The Total Change Order Cost includes not only the costs and expenses related to changed Work or additional Work such as engineering, construction, inspection, and all related costs, but also all costs and expenses incurred as a result of the impact of the Participant Change Order on the original scope of the Work. The Participant's payment of Total Change Order Cost must be made to La Grange prior to the issuance of a contract change order to the contractor. La Grange will apply the money paid to La Grange to the costs of the work covered by the Participant



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Change Order. If the Total Change Order Cost for the Participant Change Order exceeds the amount of money paid to La Grange, then the Participant must reimburse La Grange the full amount of that excess cost within 30 business days after notice from La Grange of the amount of that excess cost.

## Section 7. Lead Participant Authority; Limitation on Claims.

A. Authority. La Grange, as the Lead Participant, has the following authority:

- (i) To make, in the absence of a consensus of a majority of the Participants, final decisions on Project and Work matters that are consistent with the intended purposes of the Project.
- (ii) To coordinate and oversee the Work in a commercially reasonable manner as determined in La Grange's exercise of its judgment and discretion.
- (iii) To stop the Work or any portion of it in the event of any dispute under this Agreement or under a contract with a contractor, when La Grange determines in the exercise of its judgment and discretion that a Work stoppage is reasonable.

B. Waiver of Right to Make Claims Against La Grange. In consideration of the terms of this Agreement, Western Springs, the Park District, and LTHS each, individually and collectively, hereby waives any right it may have at any time to assert any claim or action of any type whatsoever against La Grange for any act, omission, action, or inaction of La Grange related in any way to this Agreement, the Project, or the Work, except only an action for a specific breach of a specific term of this Agreement by La Grange. And in that event, the Participants waive any right they have or may have to seek any decision or judgment against La Grange for money or any consideration other than specific performance, and any claim or action of any type by any Participant against La Grange for a specific breach of a specific term of this Agreement may be solely for specific performance of that term of this Agreement.

Section 8. Indemnification. To the fullest extent permitted by law, each Participant (the "Indemnifying Participant") shall indemnify and defend each other Participant and its officials, officers, employees, appointed agents and representatives, and attorneys from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs relating to, arising out of, or alleged to have occurred as a result of the in whole or in part in connection with an act, omission, action, or inaction of the Indemnifying Participant related to this Agreement, the Project, or the Work (collectively "Claims"), excluding only any action for specific performance allowed by Subsection 7B of this Agreement and any Claims that are or are alleged to be, in whole or in part, related to an act or omission of the participant seeking indemnification. The Participants agree that this Section will be interpreted as broadly as possible under State of Illinois and federal law.

Section 9. Traffic Signal Maintenance Agreement. Within 60 days after the Effective Date, the Participants shall approve and enter into the Traffic Signal Maintenance Agreement for the perpetual "Maintenance" of the Traffic Signal. For the purposes of this Agreement, "Maintenance" means (a) all routine inspections, bulb replacements, cleaning, repairs, replacement of component parts, and similar activities related to the Traffic Signal

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("Routine Maintenance") and (b) extraordinary repairs and replacements in the case of significant damage to the Traffic Signal by vehicle accident, storms, or similar events ("Major Repairs").

The Traffic Signal Maintenance Agreement will provide, among other things, that La Grange will be responsible for the Maintenance and that Western Springs will pay La Grange 50 percent of all costs and expenses associated with the Maintenance. La Grange will provide Western Springs an invoice from time to time for Signal Maintenance Reimbursement as provided in the Signal Maintenance Agreement.

The Traffic Signal Agreement will be drafted to apply solely to the Traffic Signal components, such as signal light assemblies, poles, detector loops, and control cabinets. The Traffic Signal Maintenance Agreement will not include any responsibility for maintenance or repairs to driveway entrances, curbs, gutters, drainage structures, landscaping, or any other non-Traffic Signal components except only to restore or repair any disturbance or damage caused directly by maintenance work on the Traffic Signal.

**Section 10. Termination.** This Agreement may be terminated by the Participants if, but only if, the STP Grant or the DCEC Funds are not available for the Project within six months after the Effective Date or if a contract for the construction of the Project is not awarded within two years after the Effective Date. This Agreement also may be terminated by any Participant on 30 days' written notice if another Participant fails to perform in accordance with the terms of this Agreement and then fails to cure the non-performance within the 30-day notice period.

**Section 11. Compliance With Laws.** Each Participant agrees to observe and comply with all federal, State, and local laws, codes, and ordinances applicable to the Project or the Work.

**Section 12. General Provisions.**

A. **Amendments.** This Agreement may be amended or modified only by a written amendment approved and executed by each Participant.

B. **Entire Agreement.** This Agreement contains the entire agreement of the Participants and supersedes all previous representations, promises, agreements, and understandings, written or oral.

C. **Notices.** Any notice, request, demand, or other communication provided for by this Agreement must be in writing and will be deemed to have been duly received upon (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery, (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier, (c) receipt as indicated by the electronic transmission confirmation when sent via facsimile transmission or by e-mail, or (d) three calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice must be sent to the addresses set forth below, or to such other address as any Participant may specify in writing.

# UNOFFICIAL COPY

*Traffic Signal Improvements Agreement  
November 2012*

**Notices to La Grange:**

Village Manager  
Village of La Grange  
53 South La Grange Road  
La Grange, Illinois 60525  
(708) 579-2316  
(708) 579-0980 (facsimile)  
rpilipiszyn@villageoflagrange.com

*with a copy to:*

Director of Public Works  
Village of La Grange  
320 East Avenue  
La Grange, Illinois 60525  
(708) 579-2328  
(708) 579-2330 (facsimile)  
rgillingham@villageoflagrange.com

**Notices to Western Springs:**

Village Manager  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558  
(708) 246-1800 ext. 169  
(708) 246-0284 (facsimile)  
phiggins@wsprings.com

**Notices to Park District:**

Executive Director  
Park District of La Grange  
536 East Avenue  
La Grange, Illinois 60525  
(708) 352-1762  
(708) 352-8591 (facsimile)  
deanbissias@pdlg.org

**Notices to LTHS:**

Superintendent  
Lyons Township High School District 204  
100 South Brainard Avenue  
La Grange, Illinois 60525  
(708) 579-6451  
(708) 579-6768 (facsimile)  
tkilrea@lths.net

D. **Governing Law.** This Agreement will be governed and interpreted under the laws of the State of Illinois.

E. **Construction of Agreement.** Each Participant had a full and equal opportunity to review this Agreement and have it reviewed by legal counsel, if the Participant desired that review, before the Participant approved and entered into this Agreement. Therefore, the rule of construction that an ambiguity may be resolved against the drafter does not apply to this Agreement.

F. **Counterparts.** Each Participant shall execute four copies of the signature pages of this Agreement, either individually or with any or all other Participants. A complete set of original signatures then shall be distributed to each Participant. Each of the four resulting copies

# UNOFFICIAL COPY

*Traffic Signal Improvements Agreement  
November 2012*

of this Agreement with the original signature pages attached is deemed to be an original Agreement with the same effect as if the signatures had all been made on the same signature pages.

G. Assignment. No Participant may assign this Agreement or any right or obligation, in whole or in part, under this Agreement to any other person or entity.

IN WITNESS WHEREOF, each Participant has caused this Agreement to be executed on its behalf by properly authorized officials as of the Effective Date.

**VILLAGE OF LA GRANGE**

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

Printed name: Elizabeth M. Asperger

Title: Village President

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

11-12-12

Thomas Nelson

THOMAS NELSON

VILLAGE CLERK

**VILLAGE OF WESTERN SPRINGS**

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

Printed name: William T. Rodeghier

Title: Village President

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

Jeanine M. Jasica

JEANINE M. JASICA

Village Clerk

**LYONS TOWNSHIP HIGH SCHOOL**

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

Printed name: Mark N. Pera

Title: President

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

Joyce Marone

Joyce Marone

Clerk of the Board

**PARK DISTRICT OF LA GRANGE**

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

Printed name: Mary Ellen Penicook

Title: President

Dean Bissial

Dean BISSIAL

Executive Director

#11297122\_v2

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## EXHIBIT A

### ESTIMATED PROJECT BUDGET

Willow Springs Road Traffic Signal Project	BUDGET
<b>Expenses</b>	
<b>Engineering</b>	
Phase 2 - Development of Plans and Specifications	40,000
Phase 3 - Construction Engineering	26,000
<b>Subtotal</b>	<b>66,000</b>
<b>Construction</b>	<b>264,000</b>
<b>Total</b>	<b>330,000</b>
<b>Revenues</b>	
Federal Surface Transportation Program Funding (STP) - FY13	28,000
Federal Surface Transportation Program Funding (STP) - FY14	203,000
State of Illinois - Legislative Appropriation - DCFO	90,000
Village of La Grange	3,000
Village of Western Springs	3,000
Lyons Township High School District 204	3,000
<b>Total</b>	<b>330,000</b>

# UNOFFICIAL COPY

*Traffic Signal Improvements Agreement  
November 2012*

## EXHIBIT B

DEPICTION OF THE WORK  
(attached)

Property of Cook County Clerk's Office



**UNOFFICIAL COPY**

INTERGOVERNMENTAL RISK  
MANAGEMENT AGENCY

*The Risk Management Solution for Local Government*

**CERTIFICATE OF COVERAGE****MEMBER:****COVERAGE TERM:** January 1, 2014 – December 31, 2014

This certificate is issued as a matter of information only and confers no rights upon the recipient. This certificate does not amend, extend or alter the coverages provided to the member.

Intergovernmental Risk Management Agency (IRMA) is not an insurance company. IRMA is an Illinois intergovernmental cooperative agency established by contracting units of local government as defined in the Illinois Constitution of 1970 pursuant to Article VII, Section 10 thereof and Chapter 127, Section 746 of the Illinois Compiled Statutes. IRMA administers a joint risk pool and purchases insurance, as it deems expedient.


**COVERAGES:** This is to certify that the coverages listed below are provided by IRMA to the member named above for the Coverage Term indicated. This certificate is subject to all terms and conditions of the IRMA Bylaws and Coverage Document, and any applicable contract(s) of commercial insurance.

<u>Type of Coverage and Limits</u>	
<b>Shall not be less than:</b>	
General Liability	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit
Workers' Compensation	Statutory Limits
Employers Liability	\$1,000,000 per occurrence
First Party Property – All Risk	
(Includes Auto Comp./Collision)	\$250,000,000 per occurrence

**REFERENCE:** Evidence of coverage.

**TERMINATION:** Should the member named above terminate its participation in IRMA prior to December 31, 2014, written notice thereof will be sent by first class mail to the party named below at the address indicated. However, failure to mail such notice shall impose no obligation or liability upon IRMA.

Authorized Representative of Intergovernmental Risk Management Agency:



Larry Y. Bush, Executive Director

Date: January 1, 2014

**CERTIFICATE HOLDER:**

Copy to: