

**GLENBROOK HIGH SCHOOLS
District Business Office**

**TO: Dr. Mike Riggle
Hillary Siena**

FROM: Kimberly L. Ptak

DATE: September 24, 2012

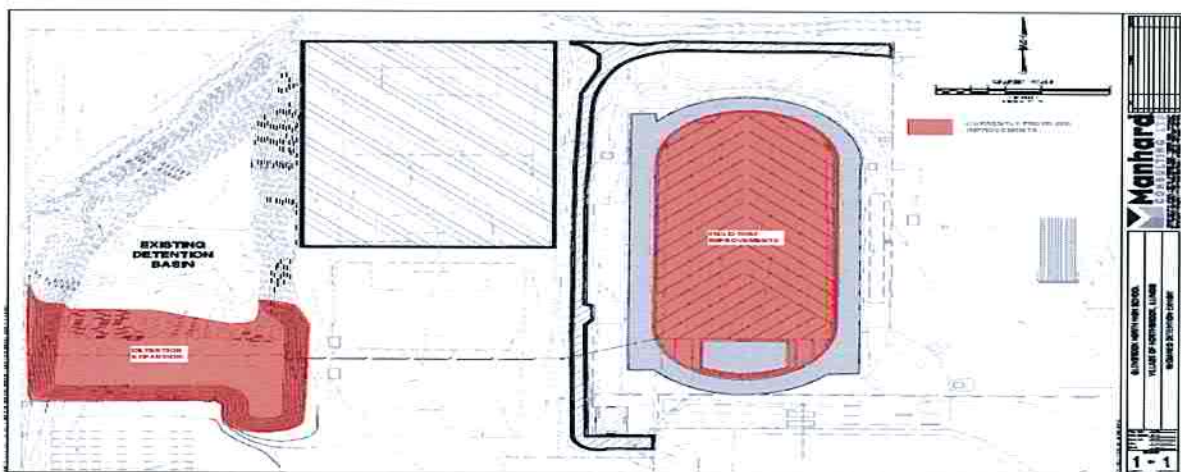
RE: D/A: Resolution Authorizing Intergovernmental Agreement and Easements with the Village of Northbrook

Recommendation

It is recommended that the Board of Education approve a resolution authorizing an intergovernmental agreement and easements with the Village of Northbrook.

The intergovernmental agreement will allow the Village of Northbrook to expand its existing Techny detention basin located on the west side of the GBN campus by approximately 5.32 acre-feet south onto Glenbrook North's unused property. The District will be allocated 2.86 acre-feet (or 54%) and Village 2.46 acre-feet (or 46%) of additional detention. The District will use this additional detention for the artificial turf field scheduled for installation during the summer of 2013. The Village and District are planning to do the expansion work jointly, however the agreement allows the work to occur in two separate phases if necessary. The District's estimated cost for its share of detention work is \$150,000 which is the estimate approved at the August 27, 2012 board meeting as part of the summer 2013 life safety work. The work will be bid by District 225 and an actual number will be presented to the District 225 Board in March, 2013 for approval. If the Village and District work is completed jointly, the full scope will be bid by District 225, and each entity will be responsible for their percentage of the total cost (District 54%, Village 46%).

Expanding and sharing the existing Village detention basin is a significant savings for the District when compared to building its own underground detention which has an estimated cost of \$500K - \$650K.



**EXISTING TECHNY BASIN
RED: 5.32 ACRE FEET EXPANSION**

DETENTION USED FOR NEW TURF FIELD

RESOLUTION/ORDINANCE AUTHORIZING
INTERGOVERNMENTAL AGREEMENT AND EASEMENTS
WITH THE VILLAGE OF NORTHBROOK

WHEREAS, the BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO. 225, Cook County, Illinois, ("BOARD") is the beneficial owner of a parcel of real property commonly known as Glenbrook North High School, which property is improved with a building, athletic fields and related facilities ("PROPERTY"); and

WHEREAS, the BOARD is in the process of making various improvements to the athletic facilities on the PROPERTY, including, converting the existing natural grass football field to synthetic turf and resurfacing the outdoor track; and

WHEREAS, additional storm water detention capacity is necessary to accommodate the aforementioned improvements; and

WHEREAS, the Village of Northbrook is the owner of a parcel of property immediately adjacent to Glenbrook North High School which parcel is currently improved with a detention basin; and

WHEREAS, the Village is willing to increase the capacity the detention basin to accommodate the improvements by the BOARD; and

WHEREAS, the expansion of the detention basin will require a portion of the detention basin to be located on District PROPERTY; and

WHEREAS, the BOARD and the Village have worked cooperatively over the past several months to develop an agreement implementing the expansion of the detention basin, providing for its operation and maintenance and otherwise addressing issues related to the expansion, all as set forth in the Intergovernmental Agreement attached hereto as Exhibit A and incorporated herein by reference ("Intergovernmental Agreement"); and

WHEREAS, the BOARD is authorized to enter the attached Intergovernmental Agreement pursuant to Article 7, Section 10 of the Illinois Constitution of 1970 and the *Illinois Intergovernmental Cooperation Act* (5 ILCS 220/1, et seq.).

WHEREAS, the Board is authorized to convey and accept the easement interests contemplated by the Intergovernmental Agreement pursuant to the *Local Government Property Transfer Act*, (50 ILCS 605/0.01, et seq.)

WHEREAS, the BOARD is authorized to grant easements pursuant to Section 5-30 of the *Illinois School Code* (105 ILCS 5/5-30); and

WHEREAS, the BOARD has heard the reports and recommendations of the Administration and hereby finds that approval of the attached Intergovernmental Agreement is necessary and in the best interests of the School District.

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the BOARD OF EDUCATION OF NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT NO.225, Cook County, Illinois as follows:

1. That the foregoing recitals are true and correct and hereby incorporated by references as fully set forth herein.
2. That it is necessary and in the best interests of the School District to expand the detention basin pursuant to and in accordance with the terms of the Intergovernmental Agreement attached hereto as Exhibit A.
3. That the Intergovernmental Agreement attached hereto as Exhibit A is approved, ratified and adopted.
4. That the BOARD hereby grants the easements contemplated by the attached Intergovernmental Agreement.
5. That the BOARD hereby finds and declares that it is necessary and convenient to

use, occupy and improve the Village Property ("District Easement Premises") as defined in the Intergovernmental Agreement in the making of public improvements and for the public purposes as set forth in the Intergovernmental Agreement.

6. That the Board hereby requests that the Village pass and approve a resolution /ordinance transferring the easement interests to the BOARD as set-forth in the Intergovernmental Agreement.

7. That the President and Secretary of this BOARD are authorized and directed to execute originals of the Intergovernmental Agreement, substantially in the form of the Intergovernmental Agreement attached hereto as Exhibit A.

8. That the Superintendent or his designee is authorized and directed to take any and all steps necessary to effectuate the terms and conditions of the Intergovernmental Agreement.

9. That the law firm of Sraga Hauser, LLC is hereby granted power of attorney to execute any and all documents necessary to effectuate the terms and conditions of the Intergovernmental Agreement on behalf of the BOARD.

10. That the Secretary of this BOARD is directed to transmit a certified copy of this Resolution/Ordinance to corporate authorities of the Township's Treasurer's office immediately upon adoption and approval of this Resolution/Ordinance and requests that the Township's Treasurer's office adopt a resolution approving the Intergovernmental Agreement and taking all steps necessary to effectuate its terms and conditions.

11. That this Resolution/Ordinance shall be in full force and effect immediately upon its passage.

Member _____ moved for the adoption of the foregoing
Resolution/Ordinance and Member _____ seconded the motion.

Upon a roll call vote, the Members voted as follows:

Ayes: _____

Nays: _____

Abstain and Absent: _____

Adopted this _____ day of _____, 2012 by a two-thirds majority of the
BOARD.

BOARD OF EDUCATION OF NORTHFIELD
TOWNSHIP HIGH SCHOOL DISTRICT NO. 225,
COOK COUNTY, ILLINOIS

By: _____
President

Attested By: _____
Secretary

Date: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Northfield Township High School District 225, Cook County, Illinois ("BOARD"), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete copy of the Resolution/Ordinance adopted by the BOARD at its meeting held on the ____ day of _____, 2012, said Resolution/Ordinance entitled:

**RESOLUTION/ORDINANCE AUTHORIZING
INTERGOVERNMENTAL AGREEMENT AND EASEMENTS
WITH THE VILLAGE OF NORTHBROOK**

I do further certify that the roll call vote taken adopting said Resolution/Ordinance was conducted openly, that said meeting was called and held at a specified time and place convenient to the public, that said meeting was called and held in strict compliance with the provisions of the *Open Meetings Act* of the State of Illinois, as amended, and that the Board of Education has complied with all of the provisions of said *Act* and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature this ____ day of _____, 2012.

SECRETARY, BOARD OF EDUCATION OF
NORTHFIELD TOWNSHIP HIGH SCHOOL
DISTRICT NO. 225, COOK COUNTY, ILLINOIS

By: _____
President

Attested By: _____
Secretary

Prepared by:

Barbara A. Adams
Holland & Knight LLP
131 South Dearborn Street,
30th Floor
Chicago, Illinois 60603

After recording return to:

Recorder's Box 337

This Space Reserved for Recorder's Use Only

**INTERGOVERNMENTAL AGREEMENT FOR
THE ESTABLISHMENT AND OPERATION OF
JOINT STORM WATER DETENTION AND DRAINAGE FACILITIES
AND GRANTS OF RELATED EASEMENTS**

This STORM WATER DETENTION AND DRAINAGE EASEMENT AGREEMENT ("**Agreement**") is made as of _____, 2012 ("**Effective Date**") by and among TRUSTEES OF SCHOOLS OF TOWNSHIP 42 NORTH, RANGE 12 EAST, COOK COUNTY, ILLINOIS, a body politic and corporate (the "**Trustees of Schools**"), NORTHFIELD HIGH SCHOOL DISTRICT 225, an Illinois school district (the "**District**"), and VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation (the "**Village**") (collectively, the "**Parties**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Parties' statutory powers and the Village's home rule powers, the Parties agree as follows:

1. **RECITALS.**

A. Trustees of Schools holds legal title, for the use and benefit of the District, to certain real estate situated in the Village of Northbrook, County of Cook, State of Illinois, which real estate is legally described in Exhibit A (the "**District Property**"). The District Property is used by the District to operate a high school, known as the Glenbrook North High School, and is

improved with a school building, athletic fields, running track, and related structures and facilities.

B. The Village is the owner of certain real estate situated adjacent to the District Property, which real property is legally described in Exhibit B (the "**Village Property**"). The Village Property is improved with a storm water detention basin, which basin may be enlarged, altered, or reconstructed from time to time and in accordance with this Agreement (the "**Detention Basin**"). The Detention Basin currently serves as a receiving storm water management facility for storm water sources in the Techny Drain South Fork watershed. The Village Property and the District Property are depicted in Exhibit C.

C. The District desires to undertake various improvements to the athletic facilities on the District Property, including converting the existing natural turf football field to a synthetic turf surface and reconstructing the running track (the "**Athletic Field Improvements**").

D. In accordance with applicable storm water management standards, the Village will require and the District must provide storm water detention capacity in connection with the Athletic Field Improvements. The Village may also desire to increase the detention capacity available to receive additional storm water from other sources from time to time.

E. To provide additional storm water detention capacity for their mutual benefit and use, the Village and the District desire to expand the Detention Basin to increase its capacity by approximately 5.32 acre-feet (the "**Expansion**"), and operate and maintain the Detention Basin (the "**Operations**") for their mutual use (collectively, the "**Work**"). The Expansion may take place jointly or in phases, in the manner provided in this Agreement. The Expansion will require the Detention Basin to be enlarged onto the District Property, such that the Detention Basin will be partially located on the Village Property and partially located on the District Property.

F. The Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, (the "**Transfer Act**") authorizes the transfer of rights in land to the Village from the Trustees of

Schools. The Transfer Act and the Village's home rule powers authorize the transfer of rights in land to the Trustees of Schools from the Village.

G. The District and the Trustees of Schools have the power to construct, operate, and maintain, the Athletic Field Improvements on the District Property and to provide sufficient storm water detention and drainage facilities for these Improvements, pursuant to state law, including 105 ILCS 5/10-20 and 105 ILCS 5/5-30. The Village has the power to provide for storm water drainage and detention facilities throughout the Village pursuant to state law, including 65 ILCS 5/11-110 *et seq.*, and its home rule powers. The District and the Village have the power to exercise their powers jointly through intergovernmental cooperation pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3.

H. The Parties desire to enter into this Agreement to set forth their respective rights and responsibilities regarding the performance of and payment for the Expansion and Operations, and to grant to each other temporary and permanent easements for the purpose of completing the Expansion and Operations on both properties.

2. **GRANT OF EASEMENTS.**

a. Grant of Permanent Easement to the Village. The Trustees of Schools, on behalf of the District, grants, conveys, and dedicates to the Village a non-exclusive perpetual easement in, at, over, along, across, through, upon, and under the portion of the District Property legally described and depicted in Exhibit E as the Village Easement Premises ("***Village Easement Premises***") to:

- i. survey, construct, reconstruct, operate, use, enlarge, expand, maintain, own, test, inspect, repair, remove, replace, or abandon in place the Detention Basin and any appurtenances thereto in accordance with the terms and conditions of this Agreement, and

- ii. allow overland and underground storm water flow, drainage, and storage;

together with all reasonable rights over, along, across, and upon the District Property necessary for ingress and egress and to exercise the rights granted herein. The Trustees of Schools and the District shall not make any change to the finished grade of the land within the Village Easement Premises, nor shall they cause or allow any construction of any kind whatsoever to be erected or permitted to exist within the Village Easement Premises that might materially impede storm water drainage therein or materially reduce the storm water detention capacity thereof. Any plantings shall be permitted within the Village Easement Premises only with the prior written approval of the Village Manager of the Village.

b. Grant of Permanent Easement to the Trustees of Schools. The Village grants, conveys, and dedicates to the Trustees of Schools, for the benefit of the District, a non-exclusive perpetual easement in, at, over, along, across, through, upon, and under the portion of the Village Property legally described and depicted in Exhibit E as the District Easement Premises ("***District Easement Premises***") to:

- i. subject to the prior written approval of the Village, survey, construct, reconstruct, operate, use, enlarge, expand, maintain, test, inspect, repair, or replace the Detention Basin, related facilities and appurtenances, on the District Easement Premises, in substantial conformity with the plans attached as Exhibit D; and
- ii. allow overland and underground flow, drainage, and storage of storm water from the Athletic Field Improvements;

together with all reasonable rights of ingress and egress over, along, across, and upon the Village Property necessary for the exercise of the rights granted herein. The Village shall not cause or allow any change to the finished grade of the land or any construction

of any kind whatsoever on the Village Property that might materially impede storm water drainage therein or materially reduce the storm water detention capacity thereof.

c. Grant of Temporary Construction Easement to the Trustees of Schools.

The Village grants, conveys, warrants, and dedicates to the Trustees of Schools, for the benefit of the District, a non-exclusive temporary easement in, at, over, along, across, through, upon, and under the portion of the Village Property legally described and depicted in Exhibit E as the Temporary Easement Premises ("**Temporary Easement Premises**") to permit the District to survey, construct, enlarge, expand, test, and inspect a storm water detention or retention basin and any appurtenances thereto in substantial conformity with the plans attached as Exhibit D, together with reasonable rights of ingress and egress over, along, across, and upon the Village Property necessary for the exercise of the rights granted herein. The term of the temporary easement granted by this Subsection 2.c shall extend from the Effective Date of this Agreement until one year after the District begins actual construction on the Temporary Easement Premises.

3. **EXPANSION.** The Village and the District may use the easements granted by Section 2 of this Agreement to perform the Expansion. The Village and the District agree that the Expansion will be carried out in accordance with the terms and conditions of this Agreement and will be completed in a good and workmanlike manner.

a. District Expansion. The District will enlarge the capacity of Detention Basin by approximately 2.86 acre-feet and construct necessary appurtenances thereto, including a storm sewer with a diameter ranging from 27 inches to 36 inches extending from the athletic fields on the District Property and conveying storm water from the Athletic Field Improvements for discharge in the Detention Basin with a flared-end section with energy dissipation and erosion control measures ("**Storm Sewer**") (collectively, the Storm Sewer and other work referred to as the "**District Expansion**"). The District Expansion will be performed in accordance with the plans substantially

conforming with those attached as Exhibit D, subject to any revisions that may be mutually requested by the Village and the District and subject to final approval by the Village.

b. Village Expansion. The Village may enlarge the capacity of the Detention Basin by approximately 2.46 acre-feet and construct necessary appurtenances thereto (the “**Village Expansion**”). The Village Expansion will be designed and performed in accordance with the process set forth in Section 5 of this Agreement.

c. Phasing. The District Expansion and the Village Expansion may be performed concurrently or in separate phases according to a construction schedule that is mutually agreeable to, and approved in advance by, the Village and the District. If the Expansion is performed in phases, the Village or the District may proceed first, subject to prior approval of the construction schedule by both the District and the Village. The Parties agree to cooperate in planning and scheduling all Expansion work. The District shall complete all construction work on the District Expansion within a single construction season once construction of the District Expansion is commenced, and the Village shall complete all construction work on the Village Expansion within a single construction season once construction of the Village Expansion is commenced. The Parties agree that construction work shall primarily occur during the summer months while school is not in session.

d. Expansion Costs. The District shall be fully responsible for the costs of the District Expansion, and the Village shall be fully responsible for the costs of the Village Expansion, including, without limitation, engineering design and inspection, analytical soil testing for contamination, material quality control and testing, and any and all other expenses incurred by that Party during that Party’s Expansion. The Village and the District acknowledge and agree to use their respective staff and resources, and legal counsel, at no cost to any other Party, for actions undertaken by or on behalf of one of

the Parties. If any portion of such construction is undertaken jointly by the District and the Village, such that the costs of the District Expansion and the Village Expansion are not readily divisible, the District shall be responsible for 54% of such joint costs, and the Village shall be responsible for 46% of such joint costs. Any expenses to be shared between the Village and the District shall be approved in advance, and in writing, by each Party.

e. Restoration. Upon completion of any Expansion work under this Section 3, the Party performing the work must restore the Village Property and the District Property in compliance with the approved plans and the requirements of any agency with jurisdiction.

4. OPERATIONS. The Village and the District will be responsible for performing the Operations. The Operations shall include all necessary maintenance, repair, and restoration of the Detention Basin, including any portions of the Detention Basin that may be enlarged, altered, or reconstructed by the Parties from time to time, in accordance with this Section 4. The Village and the District agree that all Operations will be carried out and completed in a good and workmanlike manner.

a. Routine Operations. The Village will perform, or cause its contractor to perform, routine Operations at the expense of the Village, except as provided in Section 6. Routine Operations will include all work necessary to maintain the Detention Basin, including any portions of the Detention Basin that may be enlarged, altered, or reconstructed by the Parties, and appurtenances thereto in a good and serviceable condition and in accordance with the terms of this Agreement. Routine Operations will not include: (i) "Non-Routine Operations" as described in Subsection 4.b, and (ii) District Operations and Village Operations as described in Subsection 4.c below.

b. Non-Routine Operations. Except as otherwise expressly provided in Subsections 4.a and 4.c and Section 6, any work that is necessary for Operations that is

either: (i) operation, maintenance, repair, reconstruction, restoration, or removal of the Detention Basin and appurtenances thereto for which the total cost exceeds \$10,000; or (ii) engineering services, shall be deemed ***“Non-Routine Operations Work.”*** The total cost shall be calculated to include all work necessary to complete a project, including, but not limited to, design, engineering, construction, installation, repair, and restoration work. The Village and the District shall share the cost of Non-Routine Operations Work on a pro-rata basis, based on their designated share of the total capacity of the Drainage Basin (it is anticipated that, after the District Expansion and the Village Expansion are both complete, the Village will be responsible for approximately 80% of the costs and the District will be responsible for approximately 20% of the costs). Prior to performing any Non-Routine Operations Work, the Village and the District shall jointly determine the nature and scope of the work to be performed. The Village will be responsible for performing, or causing to be performed, the Non-Routine Operations Work, unless the Village and the District otherwise agree. The Party performing any Non-Routine Operations Work will be responsible for obtaining all necessary materials and professional, construction and other services in accordance with that Party’s purchasing procedures. In the event that the District desires to enter the District Easement Premises or the Temporary Easement Premises for the purpose of performing any Non-Routine Operations Work, the District must obtain the prior written approval of the Village.

c. District and Village Operations. Notwithstanding Sections 4.a and 4.b above, the following shall not be considered either Routine Operations or Non-Routine Operations:

- i. All work necessary for the operation, maintenance, repair, reconstruction, restoration, or removal of the storm sewer, which

shall be the sole responsibility of the District as further described in Section 6 ("***District Operations***"); and

- ii. All work necessary for the operation, maintenance, repair, reconstruction, restoration, or removal of the existing 30-foot wide rip rap weir drainage structures and 30-inch by 19-inch elliptical storm sewer pipe located on the west side of the Detention Basin that directs a portion of the Techny Drain South Fork overflow into the Detention Basin, which shall be the sole responsibility of the Village ("***Village Operations***").

- d. Prior Notice and Demand. If either the Village or the District fails to perform its Operations obligations under this Section 4 or Section 6 ("***Defaulting Party***"), prior to taking action to correct such failure, the other party ("***Non-Defaulting Party***") shall serve written notice on the Defaulting Party setting forth the manner in which the Defaulting Party is deficient in complying with this Section 4 or Section 6. If the Defaulting Party does not cure the deficiency within 30 days, the Non-Defaulting Party may perform, or cause to be performed, such work as is necessary to cure the deficiency, and the Defaulting Party shall reimburse the Non-Defaulting Party for all costs and expenses reasonably incurred as a result. If the Village is the Defaulting Party, the District may enter onto any portion of the Village Easement Premises or the District Easement Premises for the purpose of performing the necessary work.

5. **CONTRACTING PROCESS; PAYMENTS.**

- a. Procedure for Developing Request for Proposals. The Parties desire to solicit competitive sealed bids ("***Sealed Bids***") from contractors for all or any part of the Expansion work and agree to follow the following process:

- i. The Village and the District shall meet and confer and agree upon a set of technical specifications and requirements ("***Technical***"),

Requirements") and bidding and contract documents ("**Contract Package**") for the Expansion work.

- ii. The Village and the District shall have an adequate opportunity to review and comment on the Technical Requirements and Contract Package. Revised drafts of the Technical Requirements and Contract Package shall be prepared and reviewed by the Village and the District until such time as the Village and the District have approved these documents.
- iii. When the Village and the District are satisfied with the Technical Requirements and Contract Package, these documents may be issued by the appropriate Party (the "**Issuing Party**"). The District will be the Issuing Party for work related to the District Expansion, and the Village will be the Issuing Party for work related to the Village Expansion. If the District Expansion and the Village Expansion are performed jointly, then the District shall be the Issuing Party unless the Village and the District otherwise agree. The Issuing Party may issue the documents to prospective contractors or suppliers to solicit Sealed Bids, and shall establish a deadline for the submission of Sealed Bids.
- iv. During the time following the issuance of the Technical Requirements and Contract Package, and prior to the deadline for submission of Sealed Bids, the Issuing Party shall issue such addenda to the prospective contractors as may be necessary to respond to the inquiries of such prospective contractors or to clarify the Technical Requirements and Contract Package. The Issuing

Party shall consult with the other Party prior to issuing any such addenda.

- v. Following receipt and opening of the Sealed Bids, the Issuing Party shall provide copies of the Sealed Bids to the other Party. The Village and the District shall examine and review the Sealed Bids and shall confer to discuss the Sealed Bids and to recommend which contractor shall be selected.
- vi. The Issuing Party, through either the corporate authorities of the Village or the board of education of the District, as the case may be, shall approve the award of the contract for all or a portion of the Expansion work ("**Contract**") by resolution.

b. Administration by the Issuing Party. The Issuing Party shall have the right and obligation to manage the Contract with the selected contractor for the Expansion. Such duties shall include, without limitation, meetings with representatives of the contractor, reviews of technical and administrative data, establishing testing programs, monitoring schedules and performance, ensuring that required repair and maintenance responsibilities are performed by the contractor, and the enforcement of the terms and conditions of the Contract and the bonds and insurance required under the Contract. The Village and the District shall work together to achieve consensus regarding any alleged failures of the performance of either the contractor, or the work by the contractor, under the Contract. No lawsuit to enforce the Contract or the bonds shall be filed without consultation by the Village and the District.

c. Insurance. The Issuing Party shall require the contractor to whom the Contract is awarded to (i) obtain and maintain, for the duration of the Contract, an appropriate individual Certificate of Insurance for each Party, and (ii) name each Party to this Agreement as an additional insured on the applicable policies of insurance.

d. Bonds. The Issuing Party shall require the contractor to whom the Contract is awarded to obtain and maintain, for the duration of the Contract, both a performance bond and a labor and material payment bond, to the extent required by law or deemed necessary by the Parties, each in the amount of all of the work under the Contract. The Issuing Party shall file such claims and take such actions as may be necessary to resolve any issues raised by any Party pursuant to one or both of the bonds.

e. Payments. The Village and the District shall each be responsible to pay its respective share, as provided in this Agreement, of the cost of the work performed pursuant to the Contract. The Village and the District shall each budget and appropriate sufficient funds to pay its respective share of the cost of the Contract by an ordinance or resolution approved by the Party's corporate authorities or board of education. In addition, the Issuing Party shall also budget and appropriate sufficient additional funds to pay the balance of the cost of the Contract, in reliance on the other Party's agreement to pay their respective share of the cost of the Contract pursuant to this subsection.

f. Payout to the Contractor. The Parties acknowledge and agree that, where the District Expansion and the Village Expansion are jointly performed, the Issuing Party will be responsible for reviewing and approving the contractor's invoices and related documents. The Issuing Party shall promptly provide copies of all invoices and related documents to the other Party for review and comment, and the other Party shall promptly provide its comments to the Issuing Party. The Issuing Party will pay the contractor directly for each approved payment application and provide a report of such payment to the other Party, and the other Party will reimburse the Issuing Party for the amount of each such payment. In the event that a lien on public funds is claimed by any subcontractor or supplier for work under the Contract, the Party receiving notice of such

a claim shall notify the other Party, and the Parties shall coordinate their response to the lien claim in the manner required by law.

6. **STORM SEWER.** Notwithstanding any other term or provision of this Agreement, the District shall be solely responsible for the construction, maintenance, repair, reconstruction, or removal of the Storm Sewer, including all equipment and facilities related to the outfall of water from the Storm Sewer into the Detention Basin, and all associated costs and expenses. The contracting process described in Section 5 shall not apply to any such Storm Sewer work. The District may install the Storm Sewer under the surface of the District Easement Premises, but, in performing any necessary construction, maintenance, repair, or reconstruction work on the Storm Sewer, the District shall take reasonable steps to prevent or minimize interference with the Village's use of the District Easement Premises. Except in the event of an emergency, the District shall provide at least five (5) business days notice to the Village prior to performing any such work on the Storm Sewer within the District Easement Premises.

7. **MODIFICATION OF EASEMENT BOUNDARIES.** The boundaries of the District Easement Premises, Village Easement Premises, and Temporary Easement Premises (collectively, the "***Easement Premises***") may be modified by mutual written agreement of the Parties in an amendment to this Agreement, as necessary to permit completion of the Work.

8. **MUTUAL INDEMNIFICATION.**

a. The District agrees to hold the Village harmless from all claims, causes of action, suits, damages, or demands that arise directly from: (a) the performance of the District Expansion, (b) the District's performance of Operations work, (c) the District's use of the Temporary Easement Premises, (d) the District's use of the District Easement Premises, (e) the District's construction, operation, use, maintenance, repair, reconstruction, or removal of the Storm Sewer, including any surcharge from the Storm

Sewer, or (f) the District's performance of its obligations under this Agreement, except as may be caused by the Village's gross negligence or willful misconduct.

b. The Village agrees to hold the District harmless from all claims, causes of action, suits, damages, or demands that arise directly from: (a) the performance of the Village Expansion, (b) the Village's performance of Operations work, (c) the Village's use of the Village Easement Premises, or (d) the Village's performance of its obligations under this Agreement, except as may be caused by the District's gross negligence or willful misconduct.

9. **RESERVED RIGHT.** The Parties reserve the right to use the Easement Premises on their respective properties in any manner that will not prevent or interfere in any way with the exercise of the rights granted herein by any other Party or Parties; provided, however, that no Party shall permanently or temporarily improve or obstruct any portion of the Easement Premises located on its property, or cause any improvements or obstructions to be constructed thereon, in any manner that would impair the exercise by any other Party or Parties of the rights granted herein without the express prior written consent of the other Party or Parties.

10. **ADDITIONAL EASEMENTS.** The Parties shall have the right to grant other non-exclusive easements over, along, across or upon the Easement Premises on their respective properties, provided, however, that any such other easements shall be subject to this Agreement and the rights granted hereby; and provided further, that the other Parties shall have first consented in writing to the terms, nature, and location of any such other easements.

11. **COVENANTS RUNNING WITH THE LAND.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement shall be easements, rights, restrictions, agreements and covenants running with the land, shall be recorded against both the Village Property and the District Property and shall be binding upon and inure to the benefit of the Trustees of Schools,

the District, and the Village and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Village Property or the District Property, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then 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.

12. **DISPUTE RESOLUTION.**

a. Negotiation. The Parties desire to avoid and settle without litigation any future disputes that may arise between them relative to this Agreement. Accordingly, the Parties agree to engage in good faith negotiations to resolve any such dispute. If any Party has a dispute about a violation, interpretation, or application of a provision of this Agreement, then that Party may serve on the other Parties written notice, delivered as provided in Section 13 of this Agreement, setting forth in detail the dispute, the provisions of this Agreement to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Parties then, within 30 days, shall schedule a date certain for representatives of the Parties to meet in a conference to resolve the dispute. Such conference shall be conducted within 60 days after notice of the dispute has been delivered as provided in this subsection.

b. Continuation of Agreement. During all negotiation proceedings and any subsequent proceedings provided for in this Section, the Parties shall continue to fulfill the terms of this Agreement to the fullest extent possible.

c. Remedies. Provided that the Parties have met their obligations under Sections 12.a and 12.b, the Parties shall be entitled to pursue such remedies as may be available in law and equity. The requirements of Section 12.a shall be waived in the event of either significant risk of irreparable harm or significant jeopardy to public health and safety.

13. NOTICES. All notices required or permitted to be given under this Agreement may be given by the parties by (1) personal delivery, (2) deposit in the United States certified mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon, or (3) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 13. The address of any party may be changed by written notice to the other parties. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received on the next business day after deposit with the courier. Notices and communications to the parties must be addressed to, and delivered at, the following addresses:

If to the Trustees of Schools:

Northfield Township Trustees of Schools
1835 Landwehr Road
Glenview, Illinois 60025
Attention: Anthony J. Adams, Treasurer

If to the District:

Northfield Township High School District No. 225
3801 West Lake Avenue, Suite 200
Glenview, Illinois 60026
Attention: Superintendent of Schools

With a copy to:

Sraga Hauser, LLC
2215 York Road, Suite 504
Oak Brook, Illinois 60523-2392
Attention: Christopher L. Petrarca

If to the Village:

Village of Northbrook
1225 Cedar Lane
Northbrook, Illinois 60062
Attention: Village Manager

With a copy to:

Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Barbara A. Adams

14. **AMENDMENT**. This Agreement may be modified, amended, or annulled only by the written agreement of the Parties.

15. **TIME OF THE ESSENCE**. Time is of the essence in the performance of all terms and provisions of this Agreement.

16. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement; provided, however, that by entering into this Agreement, the Village is not waiving or releasing any rights in the District Property that it may otherwise have as a matter of law.

17. **GOVERNING LAW**. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

18. **CHANGES IN LAWS**. Unless otherwise explicitly provided in this Agreement, any reference to any requirements of law shall be deemed to include any modifications of, or amendments to such requirements of law as may, from time to time, hereinafter occur.

19. **NON-WAIVER**. Each Party shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of a Party to exercise at any time any right granted to it shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect that Party's right to enforce that right or any other right.

20. **SEVERABILITY**. It is hereby expressed to be the intent of the Parties hereto that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

21. **NO THIRD PARTY BENEFICIARIES**. No claim as a third party beneficiary under this Agreement by any person, firm, corporation, limited liability company or other entity shall be made, or be valid, against any of the Parties.

22. **EXHIBITS**. Exhibits A through E attached to this Agreement are incorporated in and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

[SIGNATURE PAGES TO FOLLOW]

ATTEST:

TRUSTEES OF SCHOOLS OF TOWNSHIP
42 NORTH, RANGE 12 EAST, COOK
COUNTY, ILLINOIS

By: _____

[SEAL OF TRUSTEES]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2012 by _____, the _____ of the TRUSTEES OF SCHOOLS OF TOWNSHIP 42 NORTH, RANGE 13 EAST, COOK COUNTY, ILLINOIS, a body politic and corporate, and by _____, the _____ of said body.

Signature of Notary

SEAL
My Commission expires: _____

ATTEST:

**NORTHFIELD HIGH SCHOOL DISTRICT
225**

By: _____

[SEAL OF DISTRICT]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2012 by _____, the _____ of the NORTHFIELD HIGH SCHOOL DISTRICT 225, an Illinois school district, and by _____, the _____ of said district.

Signature of Notary

SEAL
My Commission expires: _____

ATTEST:

VILLAGE OF NORTHBROOK

Debra J. Ford, Village Clerk

By: _____
Sandra E. Frum, Village President

[VILLAGE SEAL]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2012 by Sandra E. Frum, the Village President of the VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation, and by Debra J. Ford, the Village Clerk of said municipal corporation.

Signature of Notary

SEAL
My Commission expires: _____

EXHIBIT A

DISTRICT PROPERTY LEGAL DESCRIPTION

LOT 15 AND LOT 16 (EXCEPT THE SOUTH 297 FEET) IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART OF LOT 15 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 15 A DISTANCE OF 272.83 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH 82.85 FEET; THENCE SOUTHWESTERLY 451.90 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST 1/4, 443.79 FEET SOUTH OF THE NORTH LINE OF LOT 15; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, 186.21 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 15, 325.83 FEET; THENCE NORTH 630.0 FEET TO THE NORTH LINE OF SAID LOT 15; THENCE WEST ALONG SAID NORTH LINE 53.0 FEET TO THE POINT OF BEGINNING, (EXCEPT THE WEST 15.0 FEET THEREOF).

Commonly known as 2300 Shermer Road
Northbrook, Illinois 60062

P.I.N.: 04-16-402-007-0000

EXHIBIT B

VILLAGE PROPERTY LEGAL DESCRIPTION

IN THE SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS, THAT PART OF LOT 15 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 15 A DISTANCE OF 272.83 FEET EAST OF THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH 82.85 FEET; THENCE SOUTHWESTERLY 451.90 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST 1/4, 443.79 FEET SOUTH OF THE NORTH LINE OF LOT 15; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, 186.21 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 15, 325.83 FEET; THENCE NORTH 630.0 FEET TO THE NORTH LINE OF SAID LOT 15; THENCE WEST ALONG SAID NORTH LINE 53.0 FEET TO THE POINT OF BEGINNING, (EXCEPT THE WEST 15.0 FEET THEREOF).

Commonly known as 2300 Shermer Road
Northbrook, Illinois 60062

P.I.N.: 04-16-402-006-0000

EXHIBIT C

DEPICTION OF DISTRICT PROPERTY AND VILLAGE PROPERTY

[to be provided by District]

EXHIBIT D

PLANS FOR DISTRICT EXPANSION

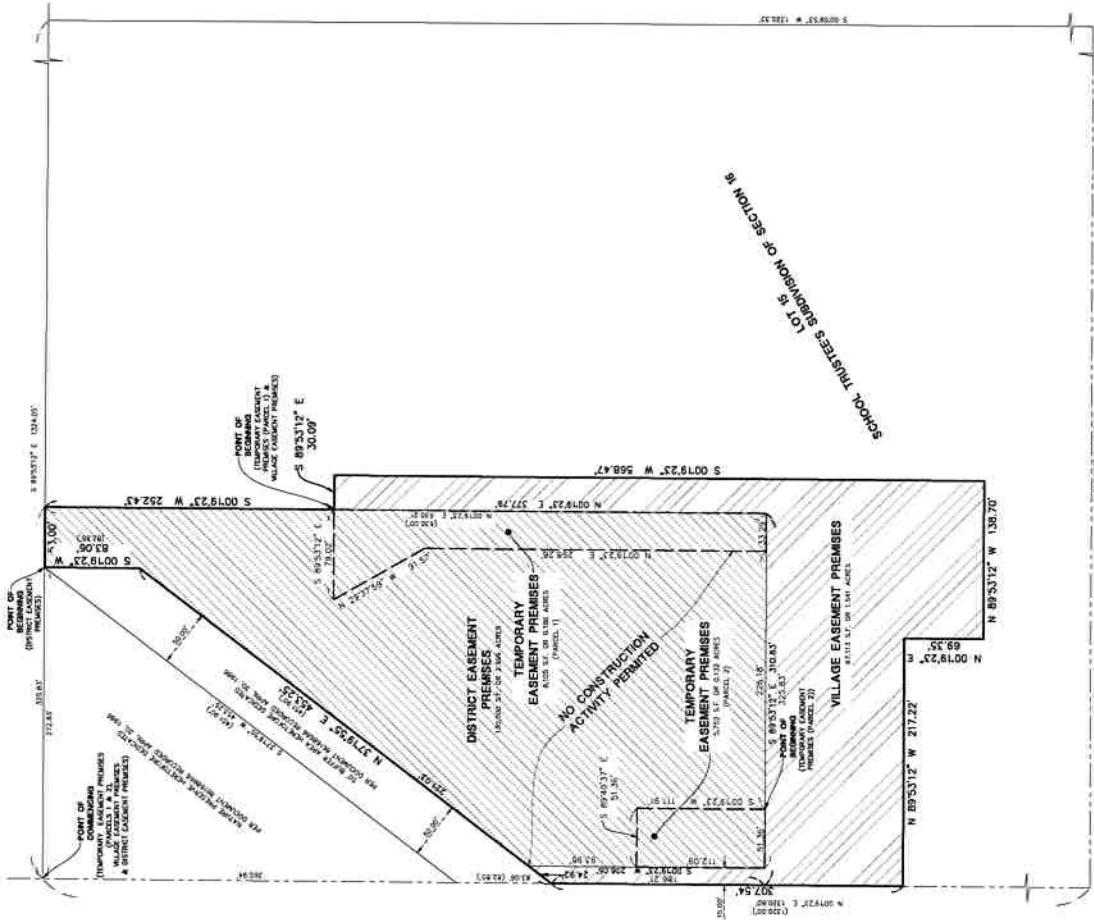
Glenbrook North High School Synthetic Turf Improvements, Northbrook, Illinois, prepared by Manhard Consulting, Inc., consisting of ten (10) sheets, with latest revision date of _____, 2012.

EXHIBIT E

LEGAL DESCRIPTIONS AND DEPICTIONS OF EASEMENT PREMISES

[to be provided by District]

EXHIBIT E LEGAL DESCRIPTION AND DEPICTION OF EASEMENT PREMISES



CASTING P.L.N.
04-15-487-002
04-15-487-007

MANHARD CONSULTING LTD

300 Bankers Drive, Lawrenceville, GA 30046
404-875-1234
404-875-1235
404-875-1236
404-875-1237
404-875-1238
404-875-1239

LEGEND

- DISTRICT EASEMENT PREMISES
- VILLAGE EASEMENT PREMISES

GRAPHIC SCALE

1 INCH = 100 FT.

N

DISTRICT EASEMENT PREMISES:
SOUTH PART OF LOT 15 IN SCHOOL TRACT'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 15, THENCE NORTH 89 DEGREES 53 MINUTES 15.62 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 15, AN DISTANCE OF 272.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10 DEGREES 07 MINUTES 07.36 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID LOT 15, AN DISTANCE OF 252.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 53 MINUTES 15.62 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 15, AN DISTANCE OF 138.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 18 MINUTES 23.24 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 15, AN DISTANCE OF 138.70 FEET TO THE POINT OF BEGINNING.

TEMPORARY EASEMENT PREMISES:
SOUTH PART OF LOT 15 IN SCHOOL TRACT'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 15, THENCE NORTH 89 DEGREES 53 MINUTES 15.62 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 15, AN DISTANCE OF 272.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10 DEGREES 07 MINUTES 07.36 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID LOT 15, AN DISTANCE OF 252.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 53 MINUTES 15.62 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 15, AN DISTANCE OF 138.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 18 MINUTES 23.24 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 15, AN DISTANCE OF 138.70 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10 DEGREES 07 MINUTES 07.36 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID LOT 15, AN DISTANCE OF 252.43 FEET TO THE POINT OF BEGINNING.

RELEASE EASEMENT PREMISES:
SOUTH PART OF LOT 15 IN SCHOOL TRACT'S SUBDIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 15, THENCE SOUTH 89 DEGREES 53 MINUTES 15.62 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 15, AN DISTANCE OF 272.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10 DEGREES 07 MINUTES 07.36 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID LOT 15, AN DISTANCE OF 252.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 53 MINUTES 15.62 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 15, AN DISTANCE OF 138.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 18 MINUTES 23.24 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 15, AN DISTANCE OF 138.70 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10 DEGREES 07 MINUTES 07.36 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID LOT 15, AN DISTANCE OF 252.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 53 MINUTES 15.62 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 15, AN DISTANCE OF 138.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 18 MINUTES 23.24 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 15, AN DISTANCE OF 138.70 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10 DEGREES 07 MINUTES 07.36 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID LOT 15, AN DISTANCE OF 252.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 53 MINUTES 15.62 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 15, AN DISTANCE OF 138.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 18 MINUTES 23.24 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 15, AN DISTANCE OF 138.70 FEET TO THE POINT OF BEGINNING.