

11/17/16

**A LICENSE AGREEMENT FOR TEMPORARY ACCESS AND WORK ACTIVITIES  
WITHIN LINCOLN MARSH FOREST PRESERVE**

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement") is effective upon being signed by all parties and is made and entered into by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "FOREST PRESERVE DISTRICT"), the Wheaton Park District, a body politic and corporate (hereinafter referred to as the "PARK DISTRICT") and the Wheaton Sanitary District, a body politic and corporate (hereinafter referred to as the "SANITARY DISTRICT").

WITNESSETH:

WHEREAS, the FOREST PRESERVE DISTRICT and PARK DISTRICT each have a one-half interest as tenants in common in certain portions of the Lincoln Marsh Forest Preserve (hereinafter referred to as "**Lincoln Marsh**"); and

WHEREAS, the SANITARY DISTRICT has an existing sanitary interceptor within previously granted permanent easements located within certain portions of Lincoln Marsh (and areas adjacent to Lincoln Marsh), said easements hereafter referred to as "**Easement Area**" and depicted on the attached **Exhibit A** which is part of this Agreement; and

WHEREAS, the SANITARY DISTRICT requests the granting of a temporary license on property adjacent to the **Easement Area** for work activities to allow the installation of a new sanitary interceptor within the **Easement Area**, and said temporary license area hereafter referred to as "**License Area**" and depicted on the attached Exhibit A; and

WHEREAS, installation of a new sanitary interceptor in Lincoln Marsh is part of a much larger project undertaken by the SANITARY DISTRICT, said larger project known as the Northside Interceptor Sewer (NSI); and

WHEREAS, that portion of the NSI to be installed in the Easement Area in conjunction with use of the **License Area** is hereinafter referred to as "**NSI Lincoln Marsh Project**"; and

WHEREAS, access to the **License Area** and work activities in the **License Area** includes all access and all work activities commonly used in constructing and installing sanitary sewers, including, without limitation, excavating, filling, stockpiling of materials, storage of equipment and materials, storage and removal of excess or unneeded materials, and post completion restoration work (hereinafter referred to as “**Work Activities**”);

WHEREAS, the FOREST PRESERVE DISTRICT, pursuant to Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6, is empowered to grant licenses for public services; and

WHEREAS, the PARK DISTRICT, pursuant to Section 8-11 of the Park District Code, 70 ILCS 1205, is empowered to grant licenses for public services; and

WHEREAS, the FOREST PRESERVE DISTRICT and PARK DISTRICT have determined that it is reasonable, necessary and in the public interest and welfare to grant the SANITARY DISTRICT a license for **Work Activities** in the **License Area**, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the parties agree as follows:

**1.0 INCORPORATION OF RECITALS**

1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

**2.0 LICENSE GRANTED**

2.1 The FOREST PRESERVE DISTRICT and PARK DISTRICT hereby grant the SANITARY DISTRICT a temporary license for **Work Activities** on the **License Area** on the terms and conditions as provided for in this Agreement.

2.2 The License granted herein shall expire upon completion of the **Work Activities** provided that the SANITARY DISTRICT has reasonable access to the **License Area** after completion of the **Work Activities** to assure that the portion of the NSI which traverses **Lincoln Marsh** is operating properly. The SANITARY DISTRICT’S access to the **License Area** following completion of the **Work Activities** is subject to the terms of this Agreement and shall terminate upon completion of the NSI.

2.4 The SANITARY DISTRICT shall notify the FOREST PRESERVE DISTRICT'S designated project representative (Kevin Stough, 630-933-7235) no less than five (5) business days prior to the first access to the **License Area**. SANITARY DISTRICT shall make any independent contractor accessing the **License Area** aware of the terms and conditions of this Agreement.

2.5 The SANITARY DISTRICT shall notify the FOREST PRESERVE DISTRICT'S designated project representative within two (2) days after the completion of the **Work Activities**.

### 3.0 **SCOPE OF PROJECT**

3.1 The SANITARY DISTRICT's **NSI Lincoln Marsh Project** includes use of flowable fill to fill the void in the existing sanitary interceptor pipe and removal of all of the manholes (a section of the manholes closest to the pipe may remain for use in filling the void in the existing pipe).

3.2 The SANITARY DISTRICT shall design, permit, construct and maintain the **NSI Lincoln Marsh Project**. Implementation of the **NSI Lincoln Marsh Project** shall be in accordance with the plan drawings (hereinafter referred to as the "Final Plan") prepared by Baxter and Woodman, Inc. The Final Plan shall be deemed incorporated herein by reference but without attaching said document hereto due to its size.

3.3 The SANITARY DISTRICT shall pay all fees and costs necessary to design, permit, construct and implement the **NSI Lincoln Marsh Project** and as provided for in this Agreement.

### 4.0 **FOREST PRESERVE DISTRICT AND PARK DISTRICT RIGHTS AND RESPONSIBILITIES**

4.1 The FOREST PRESERVE DISTRICT and PARK DISTRICT may review and issue comments to the SANITARY DISTRICT regarding the Final Plans within ten (10) days of receipt thereof.

4.2 The FOREST PRESERVE DISTRICT and PARK DISTRICT may attend any pre-bid meetings, construction progress meetings or site visits conducted by the SANITARY DISTRICT for the **NSI Lincoln Marsh Project** with proper advance notice from the SANITARY DISTRICT.

- 4.3 Upon advance notice by the SANITARY DISTRICT to the FOREST PRESERVE DISTRICT and PARK DISTRICT regarding any significant proposed changes, alterations, or modifications to the bid documents including, but not limited to any proposed bidding addenda, field adjustments, or change orders, the FOREST PRESERVE DISTRICT and PARK DISTRICT shall provide reasonably prompt review and comment(s) regarding the proposed changes.
- 4.4 The FOREST PRESERVE DISTRICT and PARK DISTRICT shall provide appropriate staff representative(s) and/or consultant(s) to attend the final inspection of the **NSI Lincoln Marsh Project** and any annual field inspections, as scheduled and coordinated by the SANITARY DISTRICT. The SANITARY DISTRICT shall, in an appropriate and timely manner, properly address and correct any noted deficiencies that are determined to exist in any part or component of the **NSI Lincoln Marsh Project**.
- 4.5 The FOREST PRESERVE DISTRICT and PARK DISTRICT shall bear its own expenses related to the use of its employees or consultants for any review, site inspections, meeting attendance or the preparation and issuance of any comments provided for in this Agreement.

## **5.0 FEES AND COSTS**

- 5.1 The SANITARY DISTRICT shall pay the fees and costs as provided for in this Agreement. The license fees to be paid by the SANITARY DISTRICT to the FOREST PRESERVE DISTRICT and PARK DISTRICT for the granting of the license shall be based on 1) a temporary license fee and 2) the value of the trees to be removed within the **License Area** in accordance with the FOREST PRESERVE DISTRICT's Easement and License Ordinance (No. 96-096). The fee for the temporary license is \$105,856.01, which is based on \$26,267 per acre ( $\$26,267 \times 4.03 \text{ acres} = \$105,856.01$ ). The value of trees to be removed from the **License Area** has been determined by the FOREST PRESERVE DISTRICT to be \$210,401.00 (see **Exhibit B** attached and a part of this Agreement). The total fees owed by the SANITARY DISTRICT is \$316,257.01, of which one-half (\$158,128.51) is to be paid to the FOREST PRESERVE DISTRICT and one-half (\$158,128.50) is to be paid to the PARK DISTRICT. The total fees shall be paid to the FOREST PRESERVE DISTRICT and PARK DISTRICT within 45

days after execution of this Agreement by the FOREST PRESERVE DISTRICT and PARK DISTRICT.

Following completion of the **NSI Lincoln Marsh Project**, the FOREST PRESERVE DISTRICT and the SANITARY DISTRICT will confer and determine whether the SANITARY DISTRICT is entitled to a credit for trees not removed.

- 5.2 In accordance with the FOREST PRESERVE DISTRICT's Easement and License Ordinance (No. 96-096), the SANITARY DISTRICT shall also reimburse the FOREST PRESERVE DISTRICT for costs associated with the review of documents associated with the **NSI Lincoln Marsh Project**. Specifically, the SANITARY DISTRICT shall reimburse the FOREST PRESERVE DISTRICT for the cost of the appraisal that was conducted during the review of the previous easement that was proposed on the perimeter of **Lincoln Marsh**. The cost of the appraisal was \$1,400.00 and shall be paid to the FOREST PRESERVE DISTRICT within 45 days after execution of this Agreement by the FOREST PRESERVE DISTRICT and PARK DISTRICT.

## 6.0 PERMITS AND APPROVALS

- 6.1 The SANITARY DISTRICT shall complete the design of the **NSI Lincoln Marsh Project**, including all plan sets, drawings, specifications and cost estimates necessary to publicly solicit bids for the **NSI Lincoln Marsh Project**. The FOREST PRESERVE DISTRICT and PARK DISTRICT may review and issue comments to the SANITARY DISTRICT regarding the Final Plans within ten (10) business days of receipt thereof in accordance with paragraph 4.0 above. The SANITARY DISTRICT agrees to cooperate with the FOREST PRESERVE DISTRICT and PARK DISTRICT regarding any significant proposed changes, alterations, or modifications to the Final Plans including, but not limited to any proposed bidding addenda, field adjustments, or change orders, by providing reasonable advance notification and opportunity for review and comment. The final versions of the aforesaid documents, together with any invitations to bid, bid notices and addendums, contractor contracts shall be provided to the FOREST PRESERVE DISTRICT and PARK DISTRICT prior to publishing any invitation to bid.
- 6.2 The SANITARY DISTRICT shall obtain all necessary permits or other approvals required for the **NSI Lincoln Marsh Project**. The SANITARY DISTRICT shall also comply with all applicable federal, state

and local laws, rules and regulations (including, but not limited to, those relating to safety) whenever it performs any work on the **License Area** or exercises any rights conferred under this Agreement.

6.3 It has been documented by FOREST PRESERVE DISTRICT staff that the Illinois State Endangered Blanding's Turtle (*Emydoidea blandingii*) is present at **Lincoln Marsh**. As such, the SANITARY DISTRICT will be responsible for obtaining all applicable and necessary federal, state and, local permits pertaining to the presence of any and all endangered and threatened plant and wildlife species.

6.4 To avoid or minimize adverse impacts to protected resources, SANITARY DISTRICT shall notify FOREST PRESERVE DISTRICT no less than ten (10) business days prior to beginning construction within **License Area** if construction is anticipated to begin April – October. If construction is anticipated to begin November – March, SANITARY DISTRICT shall notify the FOREST PRESERVE DISTRICT in the October prior to construction. Upon notification, the FOREST PRESERVE DISTRICT shall survey the **License Area** for presence of State Endangered Blanding's Turtles and relocate any turtles to suitable habitat outside of the **License Area** and within the individual turtle's home range. The FOREST PRESERVE DISTRICT shall train SANITARY DISTRICT and their contractors to identify Blanding's Turtles and their habitats. SANITARY DISTRICT and their contractors shall conduct daily inspections and immediately notify FOREST PRESERVE DISTRICT if a Blanding's Turtle is observed.

6.5 The SANITARY DISTRICT agrees to provide the FOREST PRESERVE DISTRICT and PARK DISTRICT with as-built record drawings of the NSI **Lincoln Marsh Project** within ninety (90) days following completion of the NSI.

## 7.0 INSURANCE

7.1 Before commencing with access to and work activities within the **License Area**, each contractor engaged to perform any work on the **License Area** shall obtain the following insurance coverages, which shall be maintained in force until the FOREST PRESERVE DISTRICT has accepted the restoration work within the **License Area** and **Easement Area**:

- (a) Workers' Compensation Insurance with limits as required by the applicable statutes of the State of Illinois.

- (b) Employer's Liability Insurance with limits as required by the applicable statutes of the State of Illinois.
- (c) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence bodily injury/ property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The Commercial General Liability policy shall include, but not be limited to, the following:
  - (i) premises/operations coverage;
  - (ii) products/completed operations coverage;
  - (iii) contractual liability coverage (specifically covering the indemnification obligations referred to in paragraph 15);
  - (iv) personal injury coverage (with the employment exclusion deleted);
  - (v) broad form property damage coverage;
  - (vi) explosion, collapse and underground coverage; and
  - (vii) independent contractor liability coverage.
- (d) Comprehensive Motor Vehicle Liability Insurance with limits of not less than \$2,000,000 each accident bodily injury/property damage combined single limit.

The policy of Commercial General Liability Insurance shall provide "occurrence" based coverage and shall include an endorsement naming the FOREST PRESERVE DISTRICT and PARK DISTRICT as additional insured.

- 7.2 The coverage limits specified in subparagraphs (c) and (d) may be satisfied through a combination of primary and excess insurance. The foregoing insurance coverages shall be provided by companies authorized to transact business in the State of Illinois and with a "Best" rating of "A" or higher. The SANITARY DISTRICT shall provide the FOREST PRESERVE DISTRICT and PARK DISTRICT with a Certificate of Insurance for each of the coverages specified above and, if requested, copies of the policies issued by the insurers prior to the commencement of any work on the **License Area**. Each certificate and policy shall provide that no cancellation or modification of the policy will occur without at

least 30 days' prior written notice to the FOREST PRESERVE DISTRICT and PARK DISTRICT. The SANITARY DISTRICT shall not allow any contractor to commence work on the **License Area** until all the insurance coverages required under this paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the FOREST PRESERVE DISTRICT and PARK DISTRICT. Each contract between the SANITARY DISTRICT and a contractor performing work on the **License Area** shall provide that the FOREST PRESERVE DISTRICT and PARK DISTRICT is intended as a third-party beneficiary of the insurance obligation that is required of the contractor under this paragraph.

- 7.3 The SANITARY DISTRICT shall procure and maintain during the term of this Agreement a policy of Commercial General Liability Insurance providing coverage for bodily injury and property damage claims arising on or from the use of the **License Area**. The policy shall (a) provide "occurrence" based coverage; (b) be issued by a company authorized to transact business in this State of Illinois and with a Best rating of "A" or higher; (c) include an endorsement naming the FOREST PRESERVE DISTRICT and PARK DISTRICT as an additional insured; (d) include contractual liability coverage; and (e) not be subject to cancellation or modification without at least 30 days' written notice to the FOREST PRESERVE DISTRICT and PARK DISTRICT, unless otherwise agreed to in writing between the SANITARY DISTRICT, FOREST PRESERVE DISTRICT and PARK DISTRICT. The SANITARY DISTRICT shall provide evidence of said insurance coverage throughout the term of this Agreement by furnishing the FOREST PRESERVE DISTRICT and PARK DISTRICT with a current Certificate of Insurance and, if requested, a certified copy of the policy issued by the insurer.

## 8.0 CONSTRUCTION ACTIVITY

- 8.1 Prior to commencing access and **Work Activities** within the **License Area**, the SANITARY DISTRICT shall provide a barrier of protection for the **License Area** and **Easement Area**. All **Work Activities** shall be confined to the **License Area** and **Easement Area**. The barrier of protection shall be provided in accordance with applicable ordinances and permits from DuPage County, e.g.:



- 15-59.E.5 All undisturbed wetland, Flood Plain, waters and Buffer areas shall, at a minimum, have a barrier of protection. The barrier shall be placed at the limits of soil disturbance and consist of:
  - 15-59.E.5.a A dual row of Silt Fence, and a row of orange construction fence; or
  - 15-59.E.5.b A dual Silt Fence barrier, with one of the fences being of high visibility material.
  - 15-59.E.5.c Alternative practices offering comparable protection to wetland, Flood Plain, waters, and Buffer may be used to prevent impact where applicable.
  - 15-59.E.5.d Additional soil erosion and sediment control measures may be required to adequately protect these sites.

- 8.2 During the term of this Agreement, all **Work Activities** shall be confined within the **License Area** and **Easement Area**, including, but not limited to, the movement and storage of equipment and materials. All trees, stumps and other debris resulting from the **Work Activities** shall be legally disposed of off of **Lincoln Marsh** premises. No construction personnel shall be permitted outside the designated areas while engaged in construction activities.
- 8.3 The FOREST PRESERVE DISTRICT and PARK DISTRICT shall not be responsible for or have control over the construction means, methods, techniques or procedures with respect to the construction of the **NSI Lincoln Marsh Project**. In no event shall the FOREST PRESERVE DISTRICT and PARK DISTRICT be responsible for or have any obligation with respect to the safety of any person performing work on the **License Area** and **Easement Area**, including, but not limited to, the employees of the SANITARY DISTRICT or of any contractor, subcontractor, agent or consultant.
- 8.4 The SANITARY DISTRICT shall maintain the **License Area** and **Easement Area** in accordance with applicable safety rules and regulations.
- 8.5 In the event the SANITARY DISTRICT, its employees or agents, or any contractor or subcontractor engaged to perform work on the **License Area** and **Easement Area** causes any damage to trees, shrubs, or other vegetation or landscaping, or any improvements lying outside the boundaries thereof, the SANITARY DISTRICT shall pay the cost of replacement in the case of trees, shrubs or other vegetation,

and in the case of landscaping or improvements, shall pay the cost of restoration and repair. Said costs shall be calculated at current replacement costs as reasonably determined by the FOREST PRESERVE DISTRICT for all material, labor and incidentals necessary for a complete restoration and repair. In addition to paying for the cost of restoration and repair, the SANITARY DISTRICT shall pay the FOREST PRESERVE DISTRICT an amount equal to 15 percent of the cost of restoration and repair for administrative and supervision expenses.

## **9.0 RESTORATION**

- 9.1 Following completion of the **NSI Lincoln Marsh Project**, all areas affected or disturbed by the **Work Activities** shall be restored according to the FOREST PRESERVE DISTRICT's specifications described in **Exhibit C** attached and a part of this Agreement. In order to ensure that all affected areas are properly restored, the SANITARY DISTRICT shall provide the FOREST PRESERVE DISTRICT with a restoration deposit in the amount of \$50,000 in the form of Wheaton Sanitary District check made payable to the Forest Preserve District of DuPage County. The restoration deposit shall be submitted to the FOREST PRESERVE DISTRICT within 45 days after execution of this Agreement by the FOREST PRESERVE DISTRICT. All restoration work shall be subject to the FOREST PRESERVE DISTRICT's acceptance. The SANITARY DISTRICT funds deposited with the FOREST PRESERVE DISTRICT shall be refunded, without interest, upon the satisfactory performance of the work restoration of all affected areas and the acceptance thereof by the FOREST PRESERVE DISTRICT.
- 9.2 If the SANITARY DISTRICT fails to properly restore the **License Area** and **Easement Area** or fails to restore any damage occurring outside the boundaries thereof as required under paragraph 8.5 within 30 days of service of the FOREST PRESERVE DISTRICT's written demand for the restoration work, the FOREST PRESERVE DISTRICT shall have the right to take such action as it deems necessary to perform the restoration or corrective work, which shall include the authority to (a) perform the work with its own personnel and/or; (b) engage the services of an independent contractor to perform the work. The SANITARY DISTRICT shall reimburse the FOREST PRESERVE DISTRICT for costs associated with said restoration or corrective work within 30 days of service of the FOREST PRESERVE DISTRICT's

written demand for payment.

**10.0 INDEMNIFICATION**

- 10.1 To the extent permitted by law, the SANITARY DISTRICT shall defend, save, and hold harmless the FOREST PRESERVE DISTRICT and PARK DISTRICT, its elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the **Work Activities**, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of the SANITARY DISTRICT or its contractors, subcontractors, engineers, consultants, employees, or agents. In the event any person or entity obtains a judgment or settlement against the FOREST PRESERVE DISTRICT and PARK DISTRICT or any of its elected officials, officers, employees or agents, by reason of any negligent or intentional act or omission on the part of the SANITARY DISTRICT or its contractors, subcontractors, consultants, employees or agents, the SANITARY DISTRICT shall promptly, to the extent allowed by law, indemnify the FOREST PRESERVE DISTRICT and PARK DISTRICT or the elected official, officer, employee or agent, as the case may be, in the amount of said judgment or settlement and for all costs and expenses related thereto, including, without limitation, reasonable attorney and expert witness fees.
- 10.2 To the extent permitted by law, the SANITARY DISTRICT shall also defend, save, hold harmless and indemnify the FOREST PRESERVE DISTRICT and PARK DISTRICT from any and all claims, liabilities, causes of action, losses and damages that may arise or be claimed by any person or entity for bodily injury, sickness, death or property damage, or for any other claim or suit of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, any defect in the new sanitary interceptor caused by defective materials, workmanship or construction methods.
- 10.3 The obligation on the part of the SANITARY DISTRICT to defend, hold harmless and indemnify the FOREST PRESERVE DISTRICT and PARK DISTRICT shall survive the expiration or termination of

this Agreement not to exceed 12 months after completion of the NSI.

10.4 The SANITARY DISTRICT shall require each contractor who performs any work on the **License Area** and **Easement Area**, to defend, hold harmless and indemnify the FOREST PRESERVE DISTRICT and PARK DISTRICT to the same extent as required of the SANITARY DISTRICT under paragraph 10.0, and the SANITARY DISTRICT shall include in all of its contracts a statement expressly declaring the FOREST PRESERVE DISTRICT and PARK DISTRICT to be a third-party beneficiary of the indemnification provision.

10.5 The SANITARY DISTRICT shall promptly pay all costs and expenses relating to the NSI **Lincoln Marsh Project** and shall not allow any liens on FOREST PRESERVE DISTRICT and PARK DISTRICT property as a result of the work. To the extent permitted by law, the SANITARY DISTRICT shall defend, indemnify and hold the FOREST PRESERVE DISTRICT and PARK DISTRICT harmless from any and all liens, costs and expenses arising from any work performed under this Agreement.

#### 11.0 **BREACH OF AGREEMENT**

11.1 If a party reasonably believes that a breach of this Agreement has occurred or is occurring, the party shall serve written notice thereof upon the party committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The party alleged to have committed the breach shall have 30 days within which to cure the violation. If the party in violation is the SANITARY DISTRICT, and the SANITARY DISTRICT fails to cure the breach within the 30-day period, the FOREST PRESERVE DISTRICT and/or PARK DISTRICT may pursue monetary damages and/or specific performance provided that the 30-day cure period shall be extended for a reasonable time if the SANITARY DISTRICT has undertaken to cure the breach within the 30-day period and continues to diligently and in good faith to complete the corrective action. Given the importance of the NSI to public health and safety and given the nature and scope of the NSI, remedies available to the FOREST PRESERVE DISTRICT and the PARK DISTRICT do not and shall not include termination of this Agreement or prevention of access to the **License Area** except as provided in Paragraph 13.7 of this Agreement.

11.2 Action by any party to enforce this Agreement shall be without prejudice to the exercise of any other rights provided herein or by law or in equity to remedy a breach of this Agreement, subject to the terms of the preceding Paragraph 11.1.

11.3 A waiver by any party of any breach of one or more of the terms of this Agreement on the part of one of the other parties shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of a party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping a party from enforcing full compliance with the provisions set forth herein. No delay, failure or omission of a party to exercise any right, power, privilege or option arising from a breach shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the parties shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges and remedies given the parties under this Agreement and by law shall be cumulative.

## 12.0 NOTICES

12.1 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the PARK DISTRICT shall be directed to the Executive Director, Wheaton Park District, 102 E. Wesley Street, Wheaton, Illinois 60187. Notices served upon the FOREST PRESERVE DISTRICT shall be directed to the Executive Director, Forest Preserve District of DuPage County, P.O. Box 5000, Wheaton, IL 60189-5000. Notices served upon the SANITARY DISTRICT shall be directed to the Executive Director, Wheaton Sanitary District, 1S649 Shaffner Road, Wheaton, Illinois 60187. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Notwithstanding anything to the contrary, any notice by a party alleging a breach of this Agreement shall be either served personally or by certified or registered

mail as set forth above. Any party may designate a new location for service of notices by serving notice of the change in accordance with the requirements of this paragraph.

### **13.0 MISCELLANEOUS TERMS**

- 13.1 The FOREST PRESERVE DISTRICT and PARK DISTRICT hereby reserve the right to use, or permit to be used, the **License Area** in any manner that will not prevent or materially interfere with the exercise by the SANITARY DISTRICT of the rights granted herein.
- 13.2 If any party initiates any legal proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the prevailing party (as determined by the court) shall be entitled to recover its reasonable costs and expenses incurred in connection with said proceeding or action, including, but not limited to, reasonable expert witness and attorney fees.
- 13.3 This Agreement or any memorandum or other document referring hereto shall not be recorded without the written consent of the FOREST PRESERVE DISTRICT and PARK DISTRICT.
- 13.4 The provisions set forth herein represent the entire agreement between the parties and supersede any previous oral or written agreements, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all parties.
- 13.5. This Agreement shall be construed in accordance with the laws of the State of Illinois.
- 13.6 This Agreement shall be executed in triplicate, and each party shall retain a fully executed original, all of which shall be deemed to be one Agreement.
- 13.7 At the option of the FOREST PRESERVE DISTRICT, if the SANITARY DISTRICT fails to make the payments required by this Agreement within 45 days after execution of this Agreement by the FOREST PRESERVE DISTRICT and the PARK DISTRICT, the SANITARY DISTRICT shall have no access to the **License Area** until said payment is made in full.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates stated below.

**FOREST PRESERVE DISTRICT OF  
DU PAGE COUNTY**

BY: Ed Stevenson  
Ed Stevenson  
Acting Executive Director

Date signed: 1-3-17

ATTEST: Judith A. Malachuk

Date signed: January 3, 2017

**WHEATON SANITARY DISTRICT**

BY: Stephen R. Maney  
Stephen R. Maney, P.E.  
Executive Director

Date signed: 12/15/16

ATTEST: William A. Kindorf III  
William A. Kindorf III, Clerk

Date signed: 12/15/16

**WHEATON PARK DISTRICT**

BY: Michael J. Benard  
Michael J. Benard  
Executive Director

Date signed: 1/18/17

ATTEST: Donna R. Siciliano

Date signed: 1-18-17

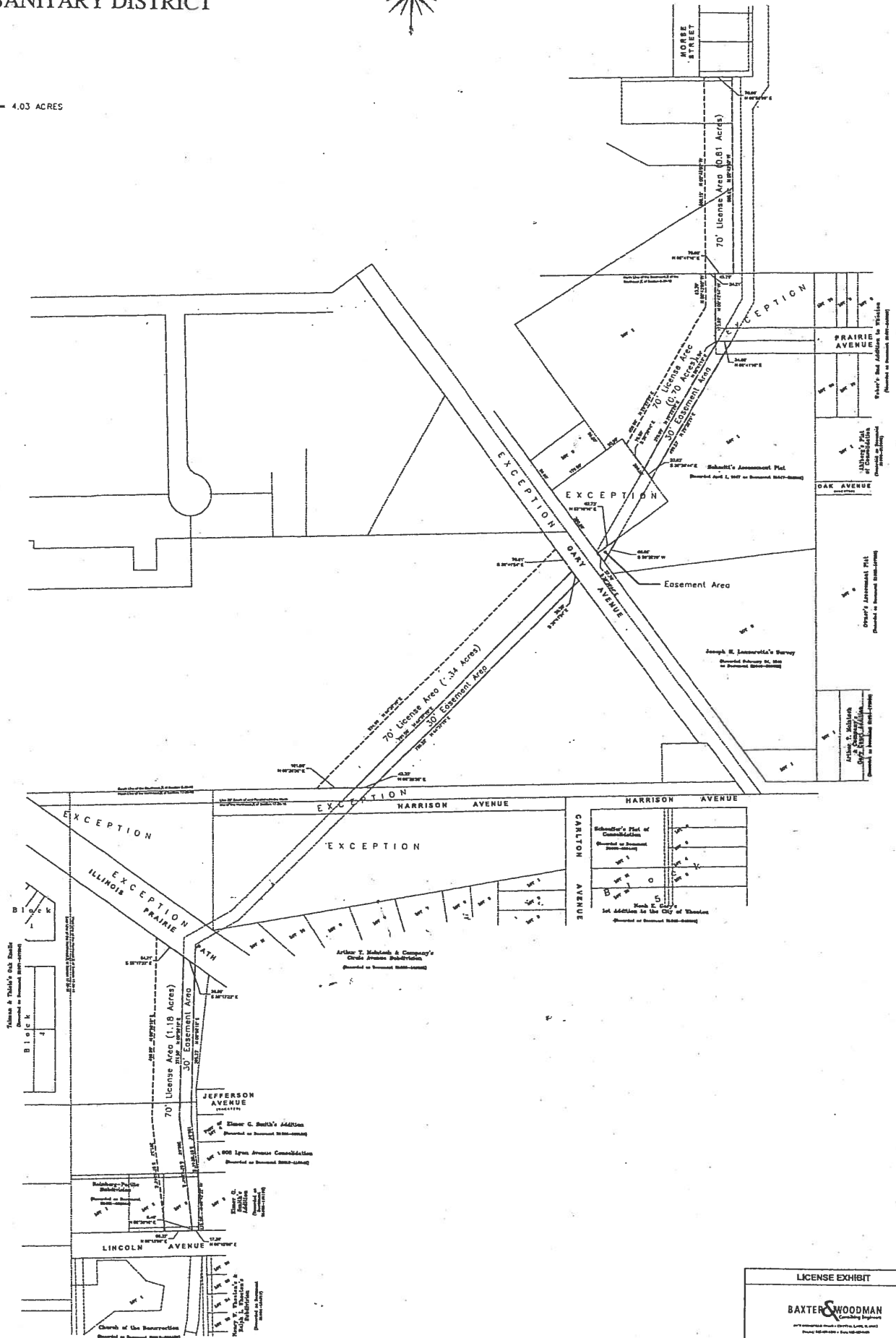
# EXHIBIT A - LINCOLN MARSH LICENSE AGREEMENT

## NORTH SIDE INTERCEPT SEWER WHEATON SANITARY DISTRICT



Scale 1" = 80'

LICENSE AREA TOTAL = 4.03 ACRES



REVISION DATE	DESCRIPTION	BY	DATE

<b>LICENSE EXHIBIT</b>  <b>BAXTER &amp; WOODMAN</b> Consulting Engineers <small>1075 WILSON ROAD • SUITE 100 • WILSON, ILL. 60157</small> <small>Phone: (630) 401-1111 • Fax: (630) 401-1112</small>	
DRAWN BY: JMS CHECKED BY: JMS DATE: 11/10/00	SCALE: 1" = 80' JOB NO.: 00-001-001



**Lincoln Marsh Tree Survey for 70' License Area  
Forest Preserve District of DuPage County and Wheaton Park District Joint Parcels**

*Note 1 - Parcels are listed in order from south to north.*

*Note 2 - Trees with multiple trunks are denoted as "# - #" with the first number representing the number of trunks and the second number representing the trunk diameter. For example, a tree with three trunks with 4-inch diameter are denoted as "3-4".*

Field ID	Common Name	Scientific Name	Diameter (Inches)	Value
<b>PIN 0517210011 - 921 W. Lincoln Avenue</b>				
730	Bur Oak	Quercus macrocarpa	6	\$545
731	Bur Oak	Quercus macrocarpa	5	\$423
<b>PIN 0517210010 - 923 W. Lincoln Avenue</b>				
None				
<b>PIN 0517210002 - 925 W. Lincoln Avenue</b>				
733	American Elm	Ulmus americana	8	\$763
734	Black Cherry	Prunus serotina	16	\$3,052
735	Black Walnut	Juglans nigra	10	\$1,192
736	Black Walnut	Juglans nigra	17	\$3,445
738	Black Walnut	Juglans nigra	6	\$545
739	Black Walnut	Juglans nigra	14	\$2,336
737	Ohio Buckeye	Aesculus glabra	6	\$545
<b>PIN 0517210001 - Sherwin Street</b>				
740	Black Walnut	Juglans nigra	8	\$763
741	Black Willow	Salix nigra	12	\$1,716
742	Black Willow	Salix nigra	14	\$2,336
741E	Dead		12	\$1,716
742E	Dead		24	\$6,867
743	Dead		1-28, 1-32	\$21,555
<b>PIN 0508413008 - Gary Avenue</b>				
767	American Elm	Ulmus americana	12	\$1,716
773	American Elm	Ulmus americana	12	\$1,716
783	American Elm	Ulmus americana	12	\$1,716
784	American Elm	Ulmus americana	9	\$965
784SW1	American Elm	Ulmus americana	2	\$139
784SW2	American Elm	Ulmus americana	3	\$233
785	American Elm	Ulmus americana	7	\$584
786	American Elm	Ulmus americana	5	\$423
787	American Elm	Ulmus americana	4	\$319
790	Black Walnut	Juglans nigra	9	\$965
752	Box Elder	Acer negundo	4	\$319
753	Box Elder	Acer negundo	2	\$139
753W	Box Elder	Acer negundo	3	\$233
753E	Box Elder	Acer negundo	3	\$233
753N	Box Elder	Acer negundo	3	\$233
754	Box Elder	Acer negundo	3	\$233
755	Box Elder	Acer negundo	3	\$233
756-1	Box Elder	Acer negundo	2-3	\$466
756-2	Box Elder	Acer negundo	2-3	\$466
756-3	Box Elder	Acer negundo	2-3	\$466
756-4	Box Elder	Acer negundo	2-3	\$466

**Lincoln Marsh Tree Survey for 70' License Area  
Forest Preserve District of DuPage County and Wheaton Park District Joint Parcels**

*Note 1 - Parcels are listed in order from south to north.*

*Note 2 - Trees with multiple trunks are denoted as "# - #" with the first number representing the number of trunks and the second number representing the trunk diameter. For example, a tree with three trunks with 4-inch diameter are denoted as "3-4".*

Field ID	Common Name	Scientific Name	Diameter (Inches)	Value
756-5	Box Elder	Acer negundo	2-3	\$466
756-6	Box Elder	Acer negundo	2-3	\$466
756-7	Box Elder	Acer negundo	2-3	\$466
756-8	Box Elder	Acer negundo	2-3	\$466
756-9	Box Elder	Acer negundo	2-3	\$466
756-10	Box Elder	Acer negundo	2-3	\$466
756-11	Box Elder	Acer negundo	2-3	\$466
756-12	Box Elder	Acer negundo	2-3	\$466
756-13	Box Elder	Acer negundo	2-3	\$466
756-14	Box Elder	Acer negundo	2-3	\$466
756-15	Box Elder	Acer negundo	2-3	\$466
756-16	Box Elder	Acer negundo	2-3	\$466
756-17	Box Elder	Acer negundo	2-3	\$466
756-18	Box Elder	Acer negundo	2-3	\$466
756-19	Box Elder	Acer negundo	2-3	\$466
756-20	Box Elder	Acer negundo	2-3	\$466
756-21	Box Elder	Acer negundo	2-3	\$466
756-22	Box Elder	Acer negundo	2-3	\$466
756-23	Box Elder	Acer negundo	2-3	\$466
756-24	Box Elder	Acer negundo	2-3	\$466
756-25	Box Elder	Acer negundo	2-3	\$466
759	Box Elder	Acer negundo	3	\$233
759-1	Box Elder	Acer negundo	2	\$139
759-2	Box Elder	Acer negundo	2	\$139
759-3	Box Elder	Acer negundo	2	\$139
759-4	Box Elder	Acer negundo	2	\$139
759-5	Box Elder	Acer negundo	2	\$139
759-6	Box Elder	Acer negundo	2	\$139
759-7	Box Elder	Acer negundo	2	\$139
759-8	Box Elder	Acer negundo	2	\$139
761	Box Elder	Acer negundo	3	\$233
761-1	Box Elder	Acer negundo	3	\$233
761-2	Box Elder	Acer negundo	3	\$233
761-3	Box Elder	Acer negundo	3	\$233
761-4	Box Elder	Acer negundo	3	\$233
761-5	Box Elder	Acer negundo	3	\$233
761-6	Box Elder	Acer negundo	3	\$233
761-7	Box Elder	Acer negundo	3	\$233
761-8	Box Elder	Acer negundo	3	\$233
761-9	Box Elder	Acer negundo	3	\$233
761-10	Box Elder	Acer negundo	3	\$233
763	Box Elder	Acer negundo	5	\$423
764	Box Elder	Acer negundo	5	\$423
765	Box Elder	Acer negundo	4	\$319
766	Box Elder	Acer negundo	2-12	\$3,432
766NE	Box Elder	Acer negundo	6	\$545
769	Box Elder	Acer negundo	12	\$1,716

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*Note 2 - Trees with multiple trunks are denoted as "# - #" with the first number representing the number of trunks and the second number representing the trunk diameter. For example, a tree with three trunks with 4-inch diameter are denoted as "3-4".*

Field ID	Common Name	Scientific Name	Diameter (Inches)	Value
776	Box Elder	Acer negundo	12	\$1,716
777	Box Elder	Acer negundo	7	\$584
778	Box Elder	Acer negundo	10	\$1,192
779	Box Elder	Acer negundo	8	\$763
780	Box Elder	Acer negundo	7	\$584
782	Box Elder	Acer negundo	3	\$233
752-1	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-2	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-3	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-4	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-5	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-6	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-7	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-8	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-9	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-10	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-11	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-12	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-13	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-14	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-15	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-16	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-17	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-18	Common Buckthorn	Rhamnus cathartica	3-2	\$0
752-19	Common Buckthorn	Rhamnus cathartica	3-2	\$0
759-9	Common Buckthorn	Rhamnus cathartica	3-2	\$0
759-10	Common Buckthorn	Rhamnus cathartica	3-2	\$0
759-11	Common Buckthorn	Rhamnus cathartica	3-2	\$0
759-12	Common Buckthorn	Rhamnus cathartica	3-2	\$0
759-13	Common Buckthorn	Rhamnus cathartica	3-2	\$0
759-14	Common Buckthorn	Rhamnus cathartica	3-2	\$0
759-15	Common Buckthorn	Rhamnus cathartica	3-2	\$0
759-16	Common Buckthorn	Rhamnus cathartica	3-2	\$0
761-11	Common Buckthorn	Rhamnus cathartica	3-2	\$0
761-12	Common Buckthorn	Rhamnus cathartica	3-2	\$0
761-13	Common Buckthorn	Rhamnus cathartica	3-2	\$0
761-14	Common Buckthorn	Rhamnus cathartica	3-2	\$0
761-15	Common Buckthorn	Rhamnus cathartica	3-2	\$0
761-16	Common Buckthorn	Rhamnus cathartica	3-2	\$0
761-17	Common Buckthorn	Rhamnus cathartica	3-2	\$0
761-18	Common Buckthorn	Rhamnus cathartica	3-2	\$0
762-1	Common Buckthorn	Rhamnus cathartica	3-2	\$0
762-2	Common Buckthorn	Rhamnus cathartica	3-2	\$0
762-3	Common Buckthorn	Rhamnus cathartica	3-2	\$0
762-4	Common Buckthorn	Rhamnus cathartica	3-2	\$0
762-5	Common Buckthorn	Rhamnus cathartica	3-2	\$0
763-1	Common Buckthorn	Rhamnus cathartica	3-2	\$0



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Forest Preserve District of DuPage County and Wheaton Park District Joint Parcels**

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Field ID	Common Name	Scientific Name	Diameter (Inches)	Value
762-2	Common Buckthorn	Rhamnus cathartica	3-2	\$0
763-3	Common Buckthorn	Rhamnus cathartica	3-2	\$0
764-1	Common Buckthorn	Rhamnus cathartica	3-2	\$0
764-2	Common Buckthorn	Rhamnus cathartica	3-2	\$0
764-3	Common Buckthorn	Rhamnus cathartica	3-2	\$0
765-1	Common Buckthorn	Rhamnus cathartica	3-2	\$0
765-2	Common Buckthorn	Rhamnus cathartica	3-2	\$0
765-3	Common Buckthorn	Rhamnus cathartica	3-2	\$0
769-1	Common Buckthorn	Rhamnus cathartica	2-3	\$0
769-2	Common Buckthorn	Rhamnus cathartica	2-3	\$0
769-3	Common Buckthorn	Rhamnus cathartica	2-3	\$0
771-1	Common Buckthorn	Rhamnus cathartica	2-3	\$0
771-2	Common Buckthorn	Rhamnus cathartica	2-3	\$0
771-3	Common Buckthorn	Rhamnus cathartica	2-3	\$0
771-4	Common Buckthorn	Rhamnus cathartica	2-3	\$0
772-1	Common Buckthorn	Rhamnus cathartica	2-2	\$0
772-2	Common Buckthorn	Rhamnus cathartica	2-2	\$0
772-3	Common Buckthorn	Rhamnus cathartica	2-2	\$0
772-4	Common Buckthorn	Rhamnus cathartica	2-2	\$0
772-5	Common Buckthorn	Rhamnus cathartica	2-2	\$0
772-6	Common Buckthorn	Rhamnus cathartica	2-2	\$0
774-1	Common Buckthorn	Rhamnus cathartica	2-2	\$0
774-2	Common Buckthorn	Rhamnus cathartica	2-2	\$0
774-3	Common Buckthorn	Rhamnus cathartica	2-2	\$0
774-4	Common Buckthorn	Rhamnus cathartica	2-2	\$0
776-1	Common Buckthorn	Rhamnus cathartica	2-2	\$0
776-2	Common Buckthorn	Rhamnus cathartica	2-2	\$0
776-3	Common Buckthorn	Rhamnus cathartica	2-2	\$0
776-4	Common Buckthorn	Rhamnus cathartica	2-2	\$0
758	Dead		10	\$1,192
780NW	Dead		6	\$545
782-1	Dead		6	\$545
782-2	Dead		6	\$545
783S	Dead		6	\$545
2972	Dead		12	\$1,716
2975	Dead		10	\$1,192
787-1	Dead		3	\$233
787-2	Dead		5	\$423
787-3	Dead		5	\$423
774	Eastern Cottonwood	Populus deltoides	24	\$6,867
781	Silver Maple	Acer saccharinum	10	\$1,192
775	Slippery Elm	Ulmus rubra	12	\$1,716
789	Slippery Elm	Ulmus rubra	14	\$2,336
756	Smooth Sumac	Rhus glabra	4	\$319
762	Smooth Sumac	Rhus glabra	4	\$319
762W	Smooth Sumac	Rhus glabra	2	\$139
762E1	Smooth Sumac	Rhus glabra	3	\$233

**Lincoln Marsh Tree Survey for 70' License Area**  
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Field ID	Common Name	Scientific Name	Diameter (Inches)	Value
762E2	Smooth Sumac	Rhus glabra	4	\$319
757	White Mulberry	Morus alba	3	\$233
760	White Mulberry	Morus alba	4	\$319
772	White Mulberry	Morus alba	2	\$139
792	White Mulberry	Morus alba	1-2, 1-5	\$562
<b>PIN 0508414028 - Gary Avenue</b>				
799	Box Elder	Acer negundo	2-13	\$4,028
799-1	Box Elder	Acer negundo	2	\$139
837N	Box Elder	Acer negundo	8	\$763
797-1	Dead		6	\$545
829-1	Dead		4	\$319
829-2	Dead		4	\$319
22-1	Dead		16	\$3,052
794	Eastern Cottonwood	Populus deltoides	9	\$965
796	Eastern Cottonwood	Populus deltoides	14	\$2,336
798	Eastern Cottonwood	Populus deltoides	8	\$763
800	Eastern Cottonwood	Populus deltoides	1-8, 1-10	\$1,955
801	Eastern Cottonwood	Populus deltoides	16	\$3,052
802	Eastern Cottonwood	Populus deltoides	10	\$1,192
806	Eastern Cottonwood	Populus deltoides	11	\$1,442
807	Eastern Cottonwood	Populus deltoides	11	\$1,442
808	Eastern Cottonwood	Populus deltoides	7	\$584
809	Eastern Cottonwood	Populus deltoides	1-12, 1-15	\$4,398
811	Eastern Cottonwood	Populus deltoides	10	\$1,192
812	Eastern Cottonwood	Populus deltoides	18	\$3,862
814	Eastern Cottonwood	Populus deltoides	8	\$763
815	Eastern Cottonwood	Populus deltoides	7	\$584
816	Eastern Cottonwood	Populus deltoides	1-13, 1-15	\$4,696
818	Green Ash	Fraxinus pennsylvanica	8	\$763
795	Silver Maple	Acer saccharinum	3	\$233
797	Silver Maple	Acer saccharinum	3	\$233
810	Silver Maple	Acer saccharinum	7	\$584
813	Silver Maple	Acer saccharinum	1-2, 1-5, 1-6	\$1,107
819	Silver Maple	Acer saccharinum	1-8, 1-9	\$1,728
820	Silver Maple	Acer saccharinum	24	\$6,867
821	Silver Maple	Acer saccharinum	10	\$1,192
823	Silver Maple	Acer saccharinum	19	\$4,304
824	Silver Maple	Acer saccharinum	16	\$3,052
825	Silver Maple	Acer saccharinum	28	\$9,347
826	Silver Maple	Acer saccharinum	8	\$763
827	Silver Maple	Acer saccharinum	4	\$319
828	Silver Maple	Acer saccharinum	6	\$545
829	Silver Maple	Acer saccharinum	9	\$965
830	Silver Maple	Acer saccharinum	5	\$423
833	Silver Maple	Acer saccharinum	1-5, 1-14	\$2,759
833N	Silver Maple	Acer saccharinum	4	\$319

Wheaton Sanitary District  
North Side Interceptor  
70-ft License Area

**Lincoln Marsh Tree Survey for 70' License Area  
Forest Preserve District of DuPage County and Wheaton Park District Joint Parcels**

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Field ID	Common Name	Scientific Name	Diameter (Inches)	Value
834	Silver Maple	Acer saccharinum	11	\$1,442
835	Silver Maple	Acer saccharinum	1-11, 1-12	\$3,158
836	Silver Maple	Acer saccharinum	2-8, 1-9, 1-17	\$5,936
837	Silver Maple	Acer saccharinum	20	\$4,768
837E	Silver Maple	Acer saccharinum	18	\$3,862
793	Slippery Elm	Ulmus rubra	11	\$1,442
<b>PIN 0508409018 - Gary Avenue</b>				
844SW	Dead		4	\$319
848	Dead		9	\$965
848W	Dead		12	\$1,716
844	Dying		15	\$2,682
845	Dying		12	\$1,716
<b>PIN 0508409023 - Gary Avenue</b>				
None - no trees in study portion of Parcel 7				
<b>PIN 0508409020 - 1329 Carlton Avenue</b>				
849	Ornamental Pear	Pyrus calleryana	8	\$763
<b>Total</b>				<b><u>\$210,401</u></b>

**Lincoln Marsh Tree Survey for 30' Buffer Area**  
**Forest Preserve District of DuPage County and Wheaton Park District Joint Parcels**

*Note 1 - Parcels are listed in order from south to north.*

*Note 2 - Trees with multiple trunks are denoted as "# - #" with the first number representing the number of trunks and the second number representing the trunk diameter. For example, a tree with three trunks with 4-inch diameter are denoted as "3-4".*

Field ID	Common Name	Scientific Name	Diameter (Inches)
<b>PIN 0517210010 - 923 W. Lincoln Avenue</b>			
732	Bur Oak	Quercus macrocarpa	5
<b>PIN 0517210002 - 925 W. Lincoln Avenue</b>			
	None		
<b>PIN 0517210001 - Sherwin Street</b>			
	None		
<b>PIN 0517200001 - Harrison Avenue</b>			
	None		
<b>PIN 0517200002 - 818 Carlton Avenue</b>			
	None		
<b>PIN 0508413008 - Gary Avenue</b>			
788	American Elm	Ulmus americana	12
756-26	Box Elder	Acer negundo	2-3
756-27	Box Elder	Acer negundo	2-3
756-28	Box Elder	Acer negundo	2-3
756-29	Box Elder	Acer negundo	2-3
756-30	Box Elder	Acer negundo	2-3
756-31	Box Elder	Acer negundo	2-3
756-32	Box Elder	Acer negundo	2-3
756-33	Box Elder	Acer negundo	2-3
756-34	Box Elder	Acer negundo	2-3
756-35	Box Elder	Acer negundo	2-3
770	Box Elder	Acer negundo	2-3
771	Box Elder	Acer negundo	3-3
791	Box Elder	Acer negundo	6
752-20	Common Buckthorn	Rhamnus cathartica	3-2
752-21	Common Buckthorn	Rhamnus cathartica	3-2
752-22	Common Buckthorn	Rhamnus cathartica	3-2
752-23	Common Buckthorn	Rhamnus cathartica	3-2
752-24	Common Buckthorn	Rhamnus cathartica	3-2
752-25	Common Buckthorn	Rhamnus cathartica	3-2
752-26	Common Buckthorn	Rhamnus cathartica	3-2







769-4	Common Buckthorn	Rhamnus cathartica	2-3
769-5	Common Buckthorn	Rhamnus cathartica	2-3
769-6	Common Buckthorn	Rhamnus cathartica	2-3
774-5	Common Buckthorn	Rhamnus cathartica	2-2
774-6	Common Buckthorn	Rhamnus cathartica	2-2
774-7	Common Buckthorn	Rhamnus cathartica	2-2
774-8	Common Buckthorn	Rhamnus cathartica	2-2
768	Green Ash	Fraxinus pennsylvanica	4

PIN 0508414028 - Gary Avenue			
18-1	Dead		18
795-1	Silver Maple	Acer saccharinum	3
797-2	Silver Maple	Acer saccharinum	3

PIN 0508409018 - Gary Avenue			
None			

PIN 0508409023 - Gary Avenue			
None			

PIN 0508409020 - 1329 Carlton Avenue			
None			

Species	lbs./acre
<b>Wetland Species List – Seed Mix</b>	
Alisma subcordatum (Common Water Plantain)	0.1645
Aster novae-angliae (New England Aster)	0.1
Aster simplex (Panicled Aster)	0.06
Carex cristatella (Crested Oval Sedge)	0.875
Carex pellita (Narrow-leaved Woolly Sedge)	0.1
Carex stipata (Common Fox Sedge)	0.4375
Carex vulpinoidea (Brown Fox Sedge)	0.875
Eleocharis erythropoda (Red-rooted Spike Rush)	0.21875
Eupatorium maculatum (Spotted Joe Pye Weed)	0.21875
Eupatorium perfoliatum (Common Boneset)	0.11025
Helenium autumnale (Sneezeweed)	0.21875
Iris virginica shrevei (Blue Flag)	0.15
Juncus torreyi (Torrey's Rush)	0.07
Leersia oryzoides (Rice Cut Grass)	0.6
Lobelia siphilitica (lobelia siphilitica)	0.2
Mentha arvensis villosa (Wild Mint)	0.1
Mimulus ringens (Monkey Flower)	0.03
Physostegia virginiana speciose (Showy Obedient Plant)	0.1
Polygonum coccineum (Water Heartsease)	0.1
Pycnanthemum virginianum (Common Mountain Mint)	0.1
Sagittaria latifolia (Common Arrow-head)	0.875
Scirpus atrovirens (Dark Green Rush)	1.75
Scirpus validus creber (Great Bulrush)	0.21875
Spartina pectinate (Prairie Cord Grass)	1.75
Sparganium eurycarpum (Common Bur-reed)	1.25
Verbena hastata (Blue Vervain)	0.16275

Exhibit C