

**WHEATON PARK DISTRICT  
RESOLUTION NO. 2026-01**

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF A  
TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL ACCESS AND MAINTENANCE  
EASEMENT AGREEMENT BETWEEN BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL  
DISTRICT 200 AND THE WHEATON PARK DISTRICT**

WHEREAS, the Park District is the owner of certain real property located at 1100 S. Main St, Wheaton, IL 60189, commonly referred to as Kelly Park ("Park Property"); and

WHEREAS, the Board of Education of Community Unit School District 200 ("School District") is the owner of certain real property located at 1125 South Wheaton Avenue Wheaton, IL 60189, commonly referred to as Edison Middle School ("School Property"), and located adjacent to the Park Property; and

WHEREAS, the School District has plans to construct an addition to Edison Middle School, which includes certain stormwater and drainage improvements in and around the southern boundary of the School Property, portions of which will be located on certain portions of the Park Property (collectively, the "Planned Improvements"); and

WHEREAS, the School District and Park District have negotiated for the grant of certain temporary and permanent easements in, over, across, along and upon certain portions of the Park District's property to permit the installation and maintenance of the Planned Improvements, and to otherwise assist the School District with the overall operation and maintenance of its stormwater and drainage systems in and around the Park District's property ("Easement Agreement"); and

WHEREAS, the Park District has determined that it is in the public interest and in the interest of intergovernmental cooperation to grant such easements to the School District, subject to the terms and conditions of the Easement Agreement; and

WHEREAS, the Park District has the authority to grant such easements pursuant to Articles 8-1 and 8-11 of the Park District Code of the State of Illinois (70 ILCS 1205/8-1 and 8-11); and

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois ("Park Board"), as follows:

Section 1. The Park Board hereby finds that the foregoing preambles to this Resolution are true and correct and incorporates them and the definitions set forth and exhibits referred to therein, in this Resolution in their entireties.

Section 2. The Park Board hereby determines that it is in the public interest and in the interest of intergovernmental cooperation to grant temporary and permanent easements to the School District, subject to the terms and conditions of the Easement Agreement as herein approved.

Section 3. The Park Board hereby approves the form, terms, and provisions of the proposed Easement Agreement by and between the Park District and School District, substantially as presented to the Park Board at this meeting, with such non-material modifications thereto as the President of the Park Board, in consultation with legal counsel, shall approve, which approval shall be conclusively evidenced by the President's execution thereof.

Section 4. The President and Secretary of the Park Board, the Park District's Executive Director, or his designee, and the Park District's attorneys are hereby authorized, empowered and directed to execute, attest, deliver or file, or cause to be delivered or filed, as applicable, such other instruments, and to take such other actions, as are reasonably necessary or desirable to carry out the provisions of and effect the intent and purposes of this Resolution and of the Easement Agreement, all without further necessity of action by the Park Board.

Approved this 15<sup>th</sup> day of April, 2026 by roll call vote as follows:

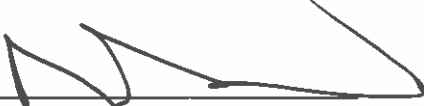
Ayes: Barrett, Frey, Kelly, Pecharich, Vires

Nays: Ø

Absent: Mee, Welker

Abstain: Ø

  
President, Board of Park Commissioners

ATTEST:  
  
Secretary, Board of Park Commissioners

STATE OF ILLINOIS    )  
                                  )     SS.  
COUNTY OF DUPAGE    )

**SECRETARY'S CERTIFICATE**

I, the undersigned, do hereby certify that I am the Secretary of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, and as such official, I am keeper of the records, ordinances, resolutions, files and seal of said Park District; and,

**I HEREBY CERTIFY** that the foregoing instrument is a true and correct copy of:

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF A  
TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL ACCESS AND MAINTENANCE  
EASEMENT AGREEMENT BETWEEN BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL  
DISTRICT 200 AND THE WHEATON PARK DISTRICT**

adopted at a duly called Regular Meeting of the Board of Park Commissioners of the Wheaton Park District, held in the City of Wheaton City Council Chambers, 303 W. Wesley St., Wheaton, IL, in said District at 5:00 p.m. on the 15<sup>th</sup> day of April, 2026.

**I FURTHER CERTIFY** that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, 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 with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

**IN WITNESS WHEREOF**, I hereunto affix my official signature and the seal of the Wheaton Park District in said District this 15<sup>th</sup> day of April, 2026.



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Secretary  
Board of Park Commissioners  
Wheaton Park District

**TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL ACCESS  
AND MAINTENANCE EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL ACCESS AND MAINTENANCE EASEMENT AGREEMENT ("Agreement") is made and entered into as of this \_\_\_ day of April, 2026 ("Effective Date"), by and between by and between the Board of Education of Community Unit School District 200, an Illinois School District ("School District"), and Wheaton Park District, an Illinois Park District and unit of local government ("Park District"). School District and Park District are hereinafter sometimes referred to individually as a "Party," and collectively as the "Parties."

**RECITALS**

WHEREAS, the Park District is the owner of certain real property located at 1100 S. Main St, Wheaton, IL 60189, commonly referred to as Kelly Park ("Park Property"); and

WHEREAS, the School District is the owner of certain real property located at 1125 South Wheaton Avenue Wheaton, IL 60189, commonly referred to as Edison Middle School ("School Property"), and located adjacent to the Park Property; and

WHEREAS, the School District has plans to construct an addition to Edison Middle School, which includes certain stormwater and drainage improvements in and around the southern boundary of the School Property, portions of which will be located on certain portions of the Park Property (collectively, the "Planned Improvements"); and

WHEREAS, to facilitate the Planned Improvements, the School District requires certain temporary and permanent easement rights in, over, across, along and upon certain portions of the Park Property; and

WHEREAS, the Park District has determined that it is in the public interest and in the interest of intergovernmental cooperation to grant such easements to the School District, subject to the terms and conditions of this Agreement; and

WHEREAS, the Park District has the authority to grant such easements pursuant to Articles 8-1 and 8-11 of the Park District Code of the State of Illinois (70 ILCS 1205/8-1 and 8-11); and

WHEREAS, the Parties, by this instrument, desire to formally establish their respective rights and obligations with respect to the ownership, installation, construction, use, maintenance, and repair of the Planned Improvements.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

factual basis for this Agreement.

2. Grant of Temporary Construction Easement. Subject to the terms and conditions of this Agreement, Park District hereby grants to School District , and any of School District 's agents, representatives, employees, contractors, subcontractors, material suppliers, successors or assigns, a temporary construction easement under, over, on and across those portions of the Park Property legally described and depicted in Exhibit A, attached hereto and incorporated herein by reference ("Temporary Construction Easement Premises"), for the purpose of constructing the Planned Improvements ("Temporary Construction Easement").

3. Term of Temporary Construction Easement. The Temporary Construction Easement granted pursuant to paragraph 2 of this Agreement shall begin on the Effective Date of this Agreement and shall expire thirty (30) days after final completion of the Planned Improvements, unless extended in writing by Park District in Park District's sole discretion.

4. Grant of Non-exclusive Perpetual Access and Maintenance Easement. Subject to the terms and conditions of this Agreement, Park District hereby grants to School District, and any of School District's agents, representatives, employees, contractors, subcontractors, material suppliers, successors or assigns, a non-exclusive perpetual access and maintenance easement under, over, on and across those portions of the Park Property legally described and depicted in Exhibit A ("Access and Maintenance Easement Premises" and, together with the Temporary Construction Easement Premises collectively referred to as the "Easement Premises") for access, ingress, and egress for vehicles and pedestrians solely for the maintenance and repair of the Planned Improvements (the "Access and Maintenance Easement"); provided, however, that major maintenance, including any construction or reconstructions, shall require, prior to such work, the prior express written consent of Park District, such consent not to be unreasonably withheld or delayed.

5. Term of the Perpetual Access and Maintenance Easement. The Access and Maintenance Easement granted pursuant to paragraph 4 of this Agreement shall begin following final completion of the Planned Improvements and shall be perpetual in nature. Notwithstanding the above, the Parties hereto, or their successors or assigns, may mutually agree in writing to terminate the Access and Maintenance Easement at any time.

6. Scope of Work. The construction of the Planned Improvements shall be performed in strict accordance with the engineering plans, specifications, drawings, and other related documents prepared by Perkins & Will dated February 25, 2026 and entitled "Edison Middle School Engineering," all of which are attached hereto as Exhibit B and incorporated herein by reference, subject to any changes or modifications agreed to in writing by both Parties ("Final Plans").

7. Watermain and Storm Water Easements; Assumption of Responsibilities. Park District represents that it previously granted watermain and storm water easements to the City of Wheaton (the "Watermain and Storm Water Easements"), which affects a portion of the Park Property, including areas that may overlap or relate to the Easement Premises described herein, as described in Exhibit C attached hereto and incorporated herein. School District hereby

acknowledges the existence of the Watermain and Storm Water Easements and agrees to assume all duties, obligations, and responsibilities of Park District under the Watermain and Storm Water Easements to the extent such duties relate to the Easement Premises. School District shall comply with all terms and conditions applicable to the Watermain and Storm Water Easements including but not limited to maintenance obligations. Park District agrees to promptly provide School District with any notice or correspondence received from the City of Wheaton pursuant to the Watermain and Storm Water Easements to ensure compliance with any conditions set forth therein

8. Additional Easement Conditions. In addition to the other terms and conditions set forth in this Agreement, the Temporary Construction Easement and Access and Maintenance Easement, together with any ancillary rights given to School District under this Agreement, shall be subject to the following conditions:

(a) Park District reserves the right of access to and use of the Easement Premises in any manner not inconsistent with the rights granted to School District under this Agreement, including but not limited to the right to install landscaping, gardens, shrubs, driveways, sidewalks, parking lots, and ingress and egress roadways on the Easement Premises that do not then or later conflict with the Planned Improvements or the easement rights granted hereunder.

(b) Except in the case of an emergency situation, School District shall notify Park District at least seven (7) days prior to commencement of any excavation, construction, repair, maintenance, staging, site preparation, or other work or activity on the Easement Premises. The Parties shall reasonably cooperate with respect to the commencement, timing, and location of such work or activity so as to protect the public at large and to avoid any interference with Park District's use of the Park Property or the Easement Premises. School District shall also provide Park District with a copy of the construction schedule for the Planned Improvements as the same may be revised from time to time and otherwise give Park District reasonable advance notice of any planned activities on the Easement Premises that may affect Park District's conduct of its normal activities and use of the Park Property.

(c) All construction or other work or activity performed by any entity within the Easement Premises shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws, including the ordinances and regulations of the City of Wheaton and Wheaton Park District and conducted in a manner so as to avoid damage to the Park Property.

(d) The Temporary Construction Easement and Access and Maintenance Easement shall be used and enjoyed solely by School District and its duly authorized agents, representatives, employees, contractors, subcontractors, material suppliers, successors or assigns, and School District shall not assign its easement rights in whole or in part to any other person or entity.

(f) The Park Property, including the Easement Premises, shall at all times be kept free of accumulations of debris, waste and garbage resulting from the Planned Improvements.

(e) No equipment, machinery or materials shall be brought or permitted to come onto or remain on any portion of the Park Property other than the Temporary Construction Easement Premises, and then subject to such reasonable restrictions, if any, as shall be specified by Park District.

(g) Park District shall have the right at any time to:

(i) impose weight and load restrictions on the Easement Premises which Park District reasonably determines are necessary or advisable under the circumstances, but which will not unreasonably restrict construction traffic necessary for planned improvements; and

(ii) suspend the Temporary Construction Easement or the Access and Maintenance Easement immediately for safety or health reasons or upon fourteen (14) days' notice for breach by School District of any of its obligations under this Agreement, until the reasons for the suspension have been rectified to Park District's reasonable satisfaction and without waiving Park District's right to terminate the Temporary Construction Easement or the Access and Maintenance Easement as provided in paragraph 15, below.

(h) Park District shall have the right to enter upon the Easement Premises at any time(s) to inspect, maintain or repair the Park Property including the Easement Premises and improvements thereon, to determine School District's compliance with the terms and conditions of this Agreement, and for any other lawful purpose(s). Park District's reservation of such rights or its failure to exercise same shall not impose or create any responsibility or liability on Park District or affect, reduce or nullify in any way School District's obligations under this Agreement. School District shall cooperate with Park District's reasonable requests to inspect the Easement Premises. Notwithstanding anything to the contrary herein, both Parties understand and acknowledge that the School District shall be solely responsible for maintenance and repair of the Planned Improvements.

9. Hazardous Materials. No explosives or flammable or hazard materials of any kind shall be transported across, brought upon, or stored or deposited on, the Park Property (except as needed for vehicles or equipment for the Planned Improvements provided that School District and its contractors shall be liable for any damage to or contamination of Park Property resulting from such activity or use). As used in this Agreement, "Hazardous Materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in

the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as "hazardous substances" pursuant to Section 1251 et. seq. (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq. (42 U.S.C. Section 6903), or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et. seq. (42 U.S.C. Section 9601) or any other applicable environmental law.

10. Restoration Obligations. Upon termination of the Temporary Construction Easement by expiration or otherwise, or upon completion of any work contemplated by this Agreement and performed pursuant to the Access and Maintenance Easement granted pursuant to paragraph 4, School District at its sole cost and expense shall restore the Easement Premises, and any other affected portion(s) of Park Property, to the same or better condition as existed immediately prior to the commencement of any activity thereon by School District and replace all lost or destroyed items. All restoration, repair and replacement shall be completed to the reasonable satisfaction of Park District within thirty (30) days after the termination of the Temporary Construction Easement or upon completion of any work contemplated by this Agreement and performed pursuant to the Access and Maintenance Easement granted pursuant to paragraph 4, or if due to weather conditions or other circumstances which in Park District's opinion would make any such restoration, repair and replacement inadvisable, then within such later time period as Park District reasonably shall request.

11. School District shall conduct its operations on the Park Property entirely at its own risk. To the fullest extent permitted by the laws of the State of Illinois, School District hereby forever waives, relinquishes and discharges and holds harmless Park District, its elected and appointed officials, officers, employees, agents, and volunteers from any and all claims of every nature whatsoever, which School District may have at any time against Park District, its elected and appointed officials, officers, employees, agents, and/or volunteers, including without limitation claims for personal injury or property damage sustained or incurred by School District or any person claiming by, through or under School District, relating directly or indirectly to the Planned Improvements, the construction of the Planned Improvements or the exercise of the rights and privileges granted hereunder, except to the extent such claims are caused in whole or in part by the wrongful or intentional acts or omissions of the Park District, or its elected and appointed officials, officers, employees, agents, .

12. School District shall defend, indemnify and hold harmless Park District, its elected and appointed officials, officers, employees, agents, and volunteers against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' and paralegal fees, suffered, incurred or sustained by any such indemnified persons, including without limitation liabilities for the death of or injury to any person or the loss, destruction or theft of or damage to any property, relating directly or indirectly to, or arising directly or indirectly from, the exercise by School District, its employees, agents, or contractors, or any other person acting on its or their behalf, or with its or their authority or

permission, of the rights and privileges granted School District under this Agreement. School District shall defend, indemnify and hold harmless Park District against and from any and all claims, losses, costs, damages and expenses, including without limitation reasonable attorneys' and paralegal fees, suffered, sustained or incurred by Park District as a result of School District's breach of any provision of this Agreement or otherwise incurred by Park District in enforcing the terms of this Agreement.

Park District shall defend, indemnify and hold harmless School District, its elected and appointed officials, officers, employees, agents, and volunteers against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' and paralegal fees, suffered, incurred or sustained by any such indemnified persons, including without limitation liabilities for the death of or injury to any person or the loss, destruction or theft of or damage to any property, relating directly or indirectly to, or arising directly or indirectly from, the exercise by Park District, its employees, agents, or contractors, or any other person acting on its or their behalf, or with its or their authority or permission, of the rights and privileges granted Park District under this Agreement. Park District shall defend, indemnify and hold harmless School District against and from any and all claims, losses, costs, damages and expenses, including without limitation reasonable attorneys' and paralegal fees, suffered, sustained or incurred by School District as a result of Park District's breach of any provision of this Agreement or otherwise incurred by School District in enforcing the terms of this Agreement.

13. Insurance.

(a) School District shall keep in full force and effect at all times during this Agreement commercial general liability insurance, including contractual liability coverage, Workers' Compensation insurance, and such other types of insurance in such amounts and with such companies or self-insurance pools as are reasonably acceptable to Park District, but, in any event, not less than the coverages and amounts set forth in Exhibit D. The minimum insurance coverage specified in this Paragraph 13 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. School District shall name the Park District, its elected and appointed officials, officers, employees, agents, and volunteers as an additional insured on any such insurance, and shall provide Park District with a copy of a Certificate of Insurance and Additional Insured Endorsement evidencing same prior to commencing any work or activity on the Park Property, and said insurance shall not be modified, terminated, canceled or not renewed without at least thirty (30) days advanced written notice to the Park District.

(b) In addition to, and in furtherance and not in limitation of, School District's insurance obligations set forth above, and at no cost to Park District, School District shall require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement to obtain and keep in full force and effect for so long as any claim relating to the Planned Improvements legally may be asserted, comprehensive general liability and property damage insurance written to include

the coverages and for not less than the minimum limits, or greater if required by law, as provided in Exhibit D attached hereto and incorporated herein by reference, and to otherwise comply with all other requirements set forth therein. School District shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement to defend, indemnify and hold harmless Park District in accordance with and as more fully set forth in Subsection D of Exhibit D attached hereto.

14. School District shall not cause or suffer or permit to be created any mechanics' or materialmen's liens or claims against the Park Property. School District shall defend, indemnify and hold harmless Park District from and against any such claims or liens.

15. The Temporary Construction Easement and the Access and Maintenance Easement granted to School District hereunder may be suspended or terminated as follows:

- (a) immediately upon written notice to School District in the event School District or its contractor(s) shall fail to procure or maintain the insurance required, or shall fail to provide evidence of such insurance coverage as required, under paragraph 13, above.
- (b) immediately upon School District 's failure to remedy or obtain remedy by its contractor(s) of any breach of any term or condition of this Agreement (other than paragraph 13 regarding insurance) within ten (10) days after written notice of such breach is delivered to School District; or
- (c) immediately upon abandonment of the Planned Improvements by School District or its contractor(s). For the purposes of this subparagraph, abandonment shall be deemed to have occurred in the event no activity is conducted on the Planned Improvements for a period of one hundred twenty (120) consecutive days once the work has commenced, save for force majeure or casualty; provided, however, that the School District will not be deemed to have abandoned the Planned Improvements after they are complete.

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

17. Nothing contained in this Agreement shall be construed or deemed to diminish or constitute a waiver or relinquishment of the rights, privileges, defenses and immunities available or afforded to either Party under the Illinois Local Governmental and Governmental Employee's Tort Immunity Act or under other State statutes affording similar protections.

18. There are no third-party beneficiaries to this Agreement, intended or otherwise, and no claim as a third-party beneficiary under this Agreement may or shall be made, or be valid against, either Party.

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

If to Park District:                   Wheaton Park District  
102 E. Wesley Street  
Wheaton, Illinois 60187  
Attn: Executive Director

With a copy to:                       Tressler LLP  
233 S. Wacker Drive, 61<sup>st</sup> Floor  
Chicago, Illinois 60606  
Attn: Andrew S. Paine

If to School District:               Community Unit School District No. 200  
130 West Park Avenue  
Wheaton, Illinois 60189  
Attn: Superintendent

With a copy to:                       Robbins Schwartz  
190 South LaSalle St., Suite 2550  
Chicago, Illinois 60603-3410  
Attn: Howard A. Metz

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

20. This Agreement contains the entire agreement between the Parties with respect to the use of the Park Property by School District in connection with the Planned Improvements and cannot be modified except in a writing, dated subsequent to the date hereof and signed by both Parties.

21. This Agreement may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument. In the event any signature is delivered by facsimile or by email delivery of a scanned PDF file, such signature shall create a valid and binding obligation of the Party with the same force and effect as if the facsimile or scanned PDF page were an original thereof.

22. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither Park District nor School District shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.

23. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

24. Covenants Running with the Land. The easements, rights, restrictions, agreements and covenants granted, imposed by, or contained in this Agreement shall be (A) easements, rights, restrictions, agreements and covenants running with the land, (B) recorded against the Park Property at the School District's expense and (C) binding upon and inure to the benefit of the Park District and the School District and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Park Property and the School Property, or any portion thereof, and all persons claiming under them. The easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey, and all rights of any party which would be revealed by a physical inspection of the Park Property and the School Property.

25. Recording. This Agreement shall be recorded in the Recorder's Office by School District, at School District's sole cost and expense.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by a duly authorized officer thereof, as of the year and date first above written.

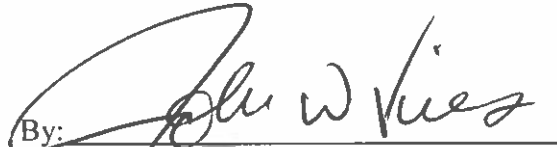
**BOARD OF EDUCATION OF  
COMMUNITY UNIT SCHOOL  
DISTRICT 200**

By: 

Its: Board President

Date: 4-8-2026

**WHEATON PARK DISTRICT**

By: 

Its: PRESIDENT

Date: 4-28-26

PARK DISTRICT'S ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John Vires and \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28 day of April, 2026.



Donna R Siciliano  
Notary Public

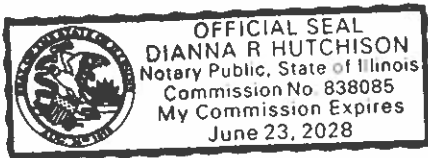
My Commission expires: June 25, 2026

SCHOOL DISTRICT'S ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rob Hanlon and \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8<sup>th</sup> day of April, 2026.



Dianna R Hutchison  
Notary Public

My Commission expires: June 23, 2028

**EXHIBIT A**

**LEGAL DESCRIPTION AND/OR DEPICTION OF PARK PROPERTY, TEMPORARY  
CONSTRUCTION EASEMENT PREMISES AND ACCESS AND MAINTENANCE  
EASEMENT PREMISES**

# PLAT OF ABROGATION AND GRANT OF EASEMENT

LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
CITY OF WHEATON, COUNTY OF DUPAGE, STATE OF ILLINOIS

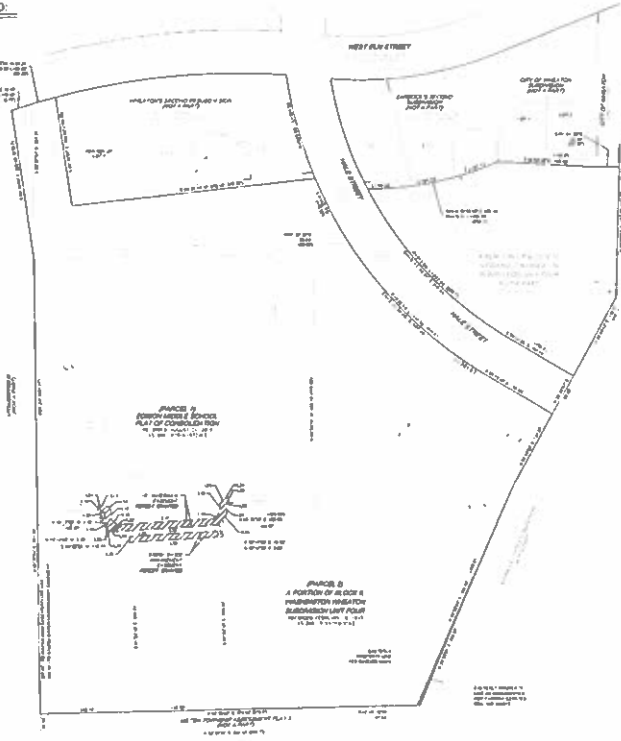
**AFTER RECORDING RETURN TO:**

**BASIS OF BEARINGS**

**EASEMENT AREA**

**LEGEND**

**WATER EASEMENT ABROGATION**



**CURRENT P.I.N.:**

**OWNER:**

**ABROGATED WATER EASEMENT**

LINE #	FROM	TO	BEARING	DISTANCE
1	100.000	100.000	0.000	0.000
2	100.000	100.000	0.000	0.000
3	100.000	100.000	0.000	0.000
4	100.000	100.000	0.000	0.000
5	100.000	100.000	0.000	0.000
6	100.000	100.000	0.000	0.000
7	100.000	100.000	0.000	0.000
8	100.000	100.000	0.000	0.000
9	100.000	100.000	0.000	0.000
10	100.000	100.000	0.000	0.000
11	100.000	100.000	0.000	0.000
12	100.000	100.000	0.000	0.000
13	100.000	100.000	0.000	0.000
14	100.000	100.000	0.000	0.000
15	100.000	100.000	0.000	0.000
16	100.000	100.000	0.000	0.000
17	100.000	100.000	0.000	0.000
18	100.000	100.000	0.000	0.000
19	100.000	100.000	0.000	0.000
20	100.000	100.000	0.000	0.000
21	100.000	100.000	0.000	0.000
22	100.000	100.000	0.000	0.000
23	100.000	100.000	0.000	0.000
24	100.000	100.000	0.000	0.000
25	100.000	100.000	0.000	0.000
26	100.000	100.000	0.000	0.000
27	100.000	100.000	0.000	0.000
28	100.000	100.000	0.000	0.000
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93	100.000	100.000	0.000	0.000
94	100.000	100.000	0.000	0.000
95	100.000	100.000	0.000	0.000
96	100.000	100.000	0.000	0.000
97	100.000	100.000	0.000	0.000
98	100.000	100.000	0.000	0.000
99	100.000	100.000	0.000	0.000
100	100.000	100.000	0.000	0.000

**PROPOSED EASEMENT**

**LEGAL DESCRIPTION OF AFFECTED PROPERTY**

**CACE CIVIL ENGINEERS**

EDISON MIDDLE SCHOOL  
WHEATON, ILLINOIS  
PLAT OF ABROGATION AND GRANT OF EASEMENT

1 2

# PLAT OF ABROGATION AND GRANT OF EASEMENT

LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
CITY OF WHEATON, COUNTY OF DUPAGE, STATE OF ILLINOIS

CURRENT P.I.N.

OWNER

[Empty box for owner information]

CITY COUNCIL CERTIFICATE

OWNER'S CERTIFICATE

EASEMENT ABROGATION CERTIFICATE

NOTARY CERTIFICATE

DUPAGE COUNTY RECORDER'S CERTIFICATE

OWNER'S CERTIFICATE

SURVEYOR'S CERTIFICATE

NOTARY CERTIFICATE

*Cybilis Przewora*



ILLINOIS  
NOTARY PUBLIC  
P.O. BOX 1000  
WHEATON, ILLINOIS 60187  
www.cagelaw.com



EDISON MIDDLE SCHOOL

WHEATON, ILLINOIS

PLAT OF ABROGATION AND GRANT OF EASEMENT

EDISON MIDDLE SCHOOL

WHEATON, ILLINOIS

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EDISON MIDDLE SCHOOL

WHEATON, ILLINOIS

PLAT OF ABROGATION AND GRANT OF EASEMENT







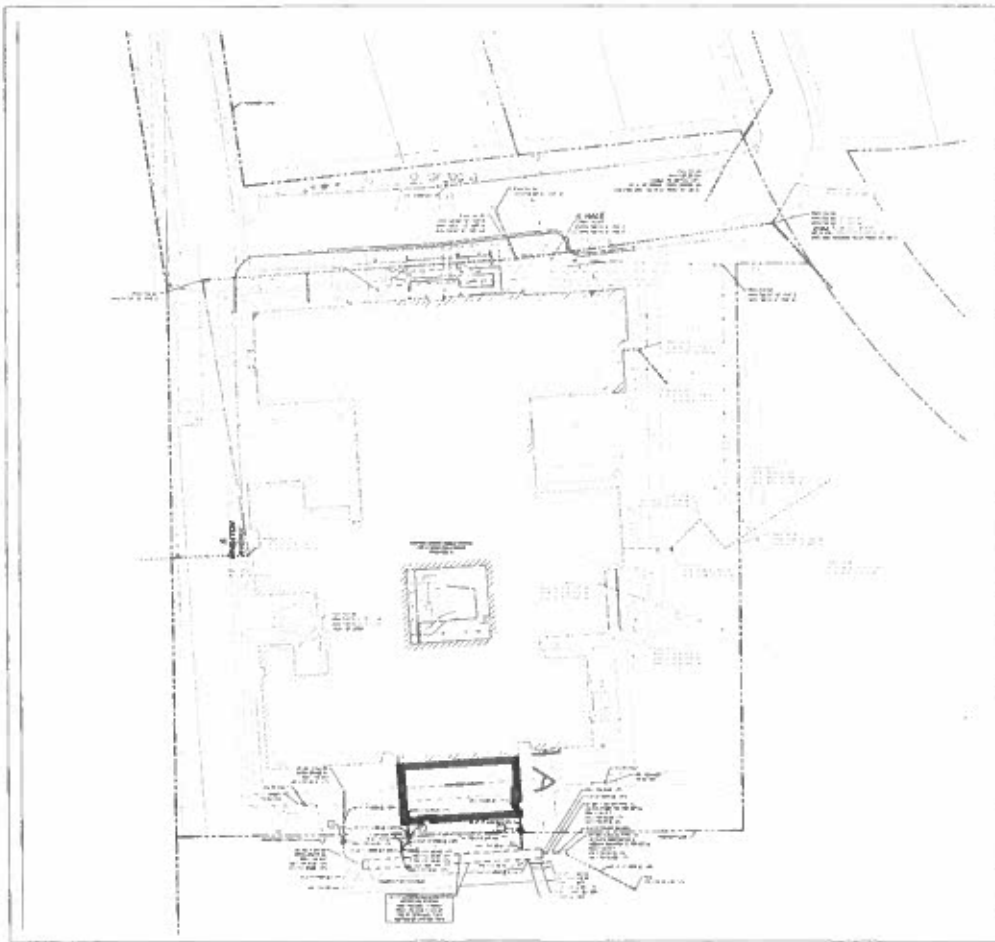








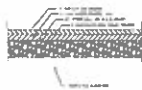




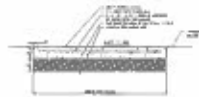
<p><b>PROJECT</b></p> <p>PROJECT NO. 100-000000-0000</p> <p>PROJECT NAME: [REDACTED]</p> <p>PROJECT LOCATION: [REDACTED]</p> <p>PROJECT OWNER: [REDACTED]</p> <p>PROJECT DATE: [REDACTED]</p>	<p><b>Perkins &amp; Will</b></p> <p>100 North Dearborn Street, Suite 2000 Chicago, IL 60610 Tel: 312.344.4000 www.perkinswill.com</p>
<p><b>DESIGN TEAM</b></p> <p>ARCHITECT: [REDACTED]</p> <p>MECHANICAL/ELECTRICAL/PLUMBING: [REDACTED]</p> <p>STRUCTURAL: [REDACTED]</p> <p>LANDSCAPE ARCHITECTURE: [REDACTED]</p> <p>INTERIOR ARCHITECTURE: [REDACTED]</p> <p>EXTERIOR ARCHITECTURE: [REDACTED]</p>	<p><b>PROJECT INFORMATION</b></p> <p>PROJECT NO. 100-000000-0000</p> <p>PROJECT NAME: [REDACTED]</p> <p>PROJECT LOCATION: [REDACTED]</p> <p>PROJECT OWNER: [REDACTED]</p> <p>PROJECT DATE: [REDACTED]</p>
<p><b>811</b></p> <p>Call Before You Dig</p> <p>1-800-485-5111</p>	<p><b>811</b></p> <p>Call Before You Dig</p> <p>1-800-485-5111</p>
<p><b>811</b></p> <p>Call Before You Dig</p> <p>1-800-485-5111</p>	<p><b>811</b></p> <p>Call Before You Dig</p> <p>1-800-485-5111</p>



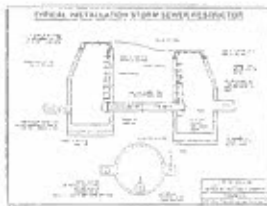




ASPHALT PAVEMENT DETAIL  
See 101-10.000



CONCRETE PAVEMENT DETAIL  
See 101-10.000



CIRCULAR MANHOLE STORM SEWER RISER DETAIL  
See 101-10.000



FIRE HYDRANT DETAIL  
See 101-10.000



CONCRETE FLARED END SECTION  
See 101-10.000

**WHEATON**

Wheaton is a registered trademark of Wheaton Corporation, a subsidiary of The Dow Chemical Company. Wheaton is a registered trademark of Wheaton Corporation, a subsidiary of The Dow Chemical Company. Wheaton is a registered trademark of Wheaton Corporation, a subsidiary of The Dow Chemical Company.

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**Perkins & Will**



FIRE HYDRANT AND VALVE DETAIL  
See 101-10.000

Perkins & Will  
100 North LaSalle Street  
Chicago, IL 60601  
Tel: 312.313.4000  
Fax: 312.313.4001  
www.perkinswill.com

**EXHIBIT C**  
**WATERMAIN AND STORMWATER EASEMENTS**

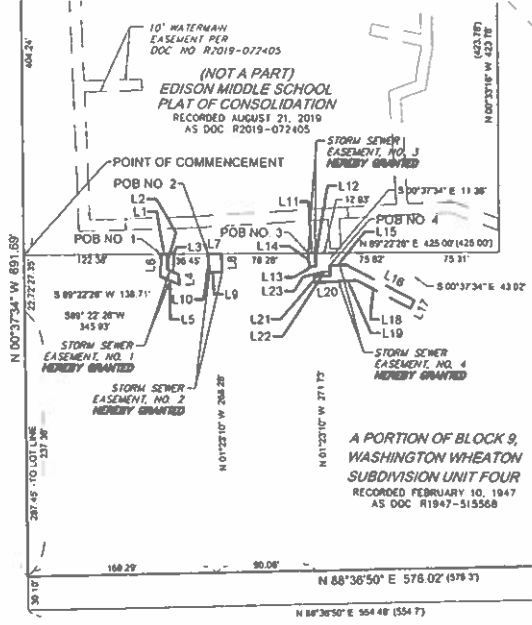
# EASEMENT EXHIBIT

LOCATED IN THE WEST HALF OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN.  
CITY OF WHEATON, COUNTY OF DUPAGE, STATE OF ILLINOIS



**EASEMENT AREA**  
1:888 Scale: 1/8" = 10'-0" (1:888)

Line Type	Length
L1	1.00
L2	1.00
L3	1.00
L4	1.00
L5	1.00
L6	1.00
L7	1.00
L8	1.00
L9	1.00
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L99	1.00
L100	1.00



**CURRENT P.I.N.**  
09 27 12 001

**OWNER**  
Edison Middle School  
1000 N. 10th St.  
Wheaton, IL 60187

**BASIS OF BEARINGS**  
All bearings were obtained from the State Survey of Illinois, 1916, and are true to the meridian. The bearings were obtained from the State Survey of Illinois, 1916, and are true to the meridian. The bearings were obtained from the State Survey of Illinois, 1916, and are true to the meridian.

**LEGAL DESCRIPTION OF AFFECTED PROPERTY**  
A portion of Block 9, Washington Wheaton Subdivision Unit Four, recorded February 10, 1947, as DDC R1947-315568, containing approximately 1.00 acre of land, more or less, situated in the West Half of Section 21, Township 36 North, Range 10 East of the Third Principal Meridian, City of Wheaton, County of DuPage, State of Illinois.

**LEGEND**  
Easement Area - L1-L100  
Point of Commencement - POB  
Point of Beginning - POB  
Point of Survey - PS  
Point of Intersection - PI

**CAGE CIVIL**  
 EDISON MIDDLE SCHOOL  
 WHEATON, ILLINOIS  
 EASEMENT EXHIBIT  
 1 1

Existing Conditions Drainage Exhibit



THE CLIENT HAS  
PAID FOR THE  
PREPARED BY  
CAGE CIVIL



DATE	11/11/2020
SCALE	AS SHOWN
PROJECT	EDISON MIDDLE SCHOOL
LOCATION	1400 W. WASHINGTON AVENUE LITTLE ROCK, AR 72202

EDISON MIDDLE SCHOOL  
1400 W. WASHINGTON AVENUE  
LITTLE ROCK, AR 72202

EXISTING  
CONDITIONS  
DRAINAGE  
EXHIBIT

EX. D





**EXHIBIT D  
INSURANCE REQUIREMENTS**

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

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

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

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

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

**B. Workers Compensation Insurance**

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

**C. General Insurance Provisions**

**1. Evidence of Insurance**

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

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

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

## **2. Acceptability of Insurers**

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

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

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

Contractor hereby represents to and covenants with the Park District that Contractor has and shall maintain (and encumber as necessary) adequate financial resources to cover and protect the Park District and its elected or appointed officials, officers, employees, agents, and volunteers with respect to any claim arising out of the activities to be conducted by or on behalf of Contractor on the Park Property that falls within a deductible or self-insured risk and is thereby not covered by insurance required to be provided under this Agreement.

## **4. Subcontractors**

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

## **D. Indemnification**

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

causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement or its contract with the School District .