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RESOLUTION OF THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK AUTHORIZING THE CONVEYANCE OF PROPERTY OWNED BY THE VILLAGE TO THE FOREST PRESERVE DISTRICT OF COOK COUNTY IN EXCHANGE OF CERTAIN TEMPORARY AND PERMANENT ROADWAY EASEMENTS

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WHEREAS, on August 5, 2024, the Village President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, an Illinois home rule municipal corporation (the “Village”), have duly considered entering into an Intergovernmental Agreement (the “Agreement”) with the Forest Preserve District of Cook County, a special district of the State of Illinois (the “District”), providing for, inter alia, the conveyance by the Village to the District of the Village “Nature Center” property (the “Donation Property”) in exchange for certain temporary and permanent easements (the “Easements”) to improve the 143rd Street corridor (Illinois Route 7) from I-355 to Cicero Avenue (the “Project”), said Donation Property and Easements being fully described in the Agreement, a true and correct copy of which is attached hereto as EXHIBIT A; and

WHEREAS, the Illinois Local Government Property Transfer Act (50 ILCS 605/2) (the “Act”) authorizes the transfer of real property owned by a municipal corporation or political subdivision to another municipal corporation or political subdivision, such as by and between the Village and the District; and

WHEREAS, it is deemed necessary and desirable for the Village to approve and enter into the Agreement to allow the Village to convey the Donation Property to the District in exchange for the easements and other good and valuable consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, as follows:

SECTION 1. Incorporation. The preambles above are incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2. Approval. The Agreement referenced herein is hereby approved, and the execution thereof by the Village President and Village Clerk on behalf of the Village, is authorized, ratified and confirmed. The said Village President and Village Clerk are hereby further authorized and directed to execute all appropriate documents and take such other action as is required to consummate the conveyance of the Village Property to the District in accordance with the terms of the Agreement.

SECTION 3. Recording. Upon passage of this Resolution, the Village Clerk shall record a certified copy of this Resolution, along with all attachments thereto, in the office of the Cook County Clerk’s Recordings Division, as required by the Act.

SECTION 4. Effectiveness. This Resolution shall be in full force and effect from and after its passage by not less than two-thirds (2/3) of the members of the Board of Trustees of the Village as provided by law.

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF ORLAND PARK
AND
THE FOREST PRESERVE DISTRICT OF COOK COUNTY**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”), effective upon the last dated signature below (the “Effective Date”), by and between THE VILLAGE OF ORLAND PARK, an Illinois municipal corporation, (“VILLAGE”), and THE FOREST PRESERVE DISTRICT OF COOK COUNTY, a special district of the State of Illinois, (“DISTRICT”), individually referred to as “PARTY,” and collectively referred to as “PARTIES”.

RECITALS:

WHEREAS, the VILLAGE in order to facilitate the free flow of traffic and address mainline and intersection capacity deficiencies, safety, mobility, nonmotorized accommodations, and operational deficiencies, intends to take part in a multi-jurisdictional effort to improve the 143rd Street corridor (“Illinois Route 7”) from I-355 to Cicero Avenue (“PROJECT”); and

WHEREAS, the PROJECT includes a segment from Wolf Road to Southwest Highway, referenced under VILLAGE Project Number D-91-180-14 (SN 14-00072-00-R), which impacts property adjacent to Illinois Route 7 owned, or leased by the DISTRICT, (“REAL ESTATE”) and includes the following improvements:

Roadway reconstruction and widening which will allow for a five-lane cross section, consisting of two travel lanes in each direction separated by a median to accommodate left-turn lanes. The work also includes, but is not limited to improved traffic signals, construction of a multi-use path along the northern right-of-way of 143rd Street, sidewalk construction, and a new drainage system, stormwater best management practices, retaining wall construction, widening and reconstructing pavement, temporary and permanent storm sewer systems including pipes, box culverts and structures, temporary and permanent erosion control measures, roadside safety improvements including temporary concrete barriers, overall site restoration, temporary and permanent pavement marking and delineation, maintenance of traffic, earthwork including topsoil stripping, embankment construction, and proper disposal of excess material off site or to designated VILLAGE facilities, and all other work necessary to complete the PROJECT in accordance with the approved plans and specifications.

WHEREAS, the Project Development Report (which sets forth the PROJECT’s preliminary engineering design) dated March 14, 2023, representing Phase 1 of the PROJECT has been reviewed and approved by the VILLAGE, DISTRICT and the Illinois Department of Transportation (“IDOT”); and

WHEREAS, for the PROJECT, of which the DISTRICT is in support, the DISTRICT agrees to grant the VILLAGE permanent easements for Easement Areas 1, 2A, 2B, 3, 4, 5, 7 and 8 as shown on (“EXHIBIT A”) attached for the purpose of assigning said easements to IDOT; and

WHEREAS, the final design for the PROJECT, which represents Phase 2 of the PROJECT, is currently in preparation; and

WHEREAS, the DISTRICT agrees to grant the VILLAGE temporary easements for Easement Area 6 as shown on EXHIBIT A for the purpose of assigning said easements to IDOT; and

WHEREAS, the VILLAGE is the sole owner in fee simple of approximately 27.26 acres of certain real property located in Orland Park, Cook County, Illinois, bearing Permanent Index Numbers 27-03-100-032-0000, 27-03-100-005-0000, and 27-03-300-004-0000 all as legally described and depicted on (“EXHIBIT B”) (“DONATION PROPERTY”) attached hereto and incorporated herein by reference; and

WHEREAS, the VILLAGE agrees to donate and convey the DONATION PROPERTY and its associated buildings(s) and appurtenances, cumulatively valued at approximately \$2,620,000.00, to the DISTRICT in accordance with the terms, provisions and conditions of this AGREEMENT; and

WHEREAS, the DISTRICT is a forest preserve district organized and existing under The Cook County Forest Preserve District Act (70 ILCS 810/0.01 *et seq.*) (“the District Act”), whose primary purposes include protecting and preserving the flora, fauna and scenic beauties of lands within its district in their natural state and condition, and as otherwise set forth in Section 810/7 of the Act; and

WHEREAS, pursuant to Section 810/8 of the Act, the DISTRICT is authorized and empowered to accept and acquire lands in fee simple by gift or grant; and

WHEREAS, the DONATION PROPERTY lies directly across La Grange Road from the existing McGinnis Slough owned by the DISTRICT, and has significant natural, scenic, aesthetic and ecological value in its present state to the VILLAGE, the DISTRICT and to the general public; and

WHEREAS, the VILLAGE and the DISTRICT recognize the uniqueness of the DONATION PROPERTY and the scenic, aesthetic, ecological and natural character of the DONATION PROPERTY and have the common purpose of protecting and conserving the flora, fauna, wildlife and natural areas on the DONATION PROPERTY in perpetuity by conveyance of the DONATION PROPERTY to the DISTRICT; and

WHEREAS, contingent on the conveyance of the DONATION PROPERTY from the VILLAGE to the DISTRICT, the DISTRICT shall waive all mitigation fees for tree removal required for the PROJECT per the DISTRICT Tree Mitigation Plan, as approved by the DISTRICT's Board of Commissioners on March 21, 2007 and any subsequent amendments thereto, as shown on ("EXHIBIT C") attached; and

WHEREAS, the DISTRICT shall additionally waive all outstanding tree mitigation fees due in association with an existing 17-foot wide permanent easement granted by the DISTRICT to the VILLAGE in 2011, recorded as Document Number 1106012107; and

WHEREAS, the VILLAGE and the DISTRICT by this instrument, desire to determine and establish their respective responsibilities toward the DONATION PROPERTY, engineering, right of entry, utility relocation, construction, funding and maintenance of the PROJECT; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/.01 *et seq.*, (the "Transfer Act") authorizes the transfer of real property between municipalities as defined in such statute; and

WHEREAS, the DISTRICT by virtue of its powers as set forth under the Act, is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, the VILLAGE and DISTRICT are authorized to execute this AGREEMENT by act(s) of their respective duly constituted governing bodies.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

I. ENGINEERING

- A. The VILLAGE agrees to perform preliminary and final design engineering, obtain necessary surveys, and prepare the final plans and specifications for the PROJECT.
- B. The final approved plans and specifications for the PROJECT shall be promptly delivered to the DISTRICT by the VILLAGE.
- C. The DISTRICT shall review those plans and specifications which impact the DISTRICT's maintained facilities within thirty (30) business days of receipt thereof, including, but not limited to, stormwater best management practices, shared use path maintenance, and retaining wall maintenance. If the VILLAGE

does not receive comments or objections from the DISTRICT within this time period, the lack of response shall be deemed approval of the plans and specifications. Approval by the DISTRICT shall mean the DISTRICT agrees with all plans and specifications, including alignment and location of the PROJECT improvements which impact the DISTRICT's maintained facilities. In the event of disapproval, the DISTRICT will detail in writing its objections to the proposed plans and specifications for review and consideration by the VILLAGE and IDOT. The VILLAGE and IDOT shall give reasonable consideration of any objections by the DISTRICT and provide the DISTRICT with reasons for rejection of any of the District's objections.

- D. The VILLAGE agrees to work with the DISTRICT, IDOT and applicable resource agencies to incorporate stormwater best management practices (BMPs) within the existing IL Route 7 (143rd Street and Southwest Highway) right-of-way and proposed DISTRICT permanent easement areas, with the design objective to clean and reduce pavement runoff volume and associated pollutants from entering into the adjacent wetlands. The stormwater BMPs shall be designed to capture/filter first flush stormwater contaminants (e.g. total suspended solids, floatables, etc.) from stormwater flow generated within the project corridor to nationally accepted industry standards of approximately 90% removal of pollutants transported within the stormwater runoff. The DISTRICT agrees to work with the VILLAGE or IDOT to achieve the BMP goals related to oils only by utilizing mulch or other substances at no cost to the VILLAGE or IDOT.
- E. The Parties agree that the VILLAGE shall provide to the DISTRICT appropriate plans, specifications, BMP operation and maintenance plan, and water quality modeling to meet or exceed the above BMP goals as soon as feasible. The Parties also agree that the DISTRICT conveyance of the required easements as described in Section II, Subsections A and B hereof, and the VILLAGE conveyance of the DONATION PROPERTY are mutually conditioned upon and subject to feasible plans that meet the BMP goals being received and accepted by the DISTRICT, and IDOT acceptance of related maintenance responsibility in accordance with Section VII, Subsection B. The PARTIES further agree that the mutual exchange of the easements and DONATION PROPERTY will not occur until both Parties receive and approve the official acceptance documentation provided by IDOT regarding their maintenance responsibilities under this Agreement.
- F. Any dispute concerning the plans and specifications shall be resolved in accordance with Section X.E of this AGREEMENT.
- G. It is understood and agreed by the VILLAGE and the DISTRICT that the VILLAGE, along with IDOT will assume the overall PROJECT responsibility by obtaining all permits and approvals required by federal, state, county, and local law, including, without limitation, such permits and approvals that may be required by

the U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Cook County, and Illinois Environmental Protection Agency. The VILLAGE also agrees to work with IDOT to obtain any other necessary consents (County, Township, Municipal, Railroad, Utility, private third party, etc.) as may be required for the PROJECT. As the owner or lessee of the REAL ESTATE, the DISTRICT agrees to fully cooperate with the VILLAGE and IDOT and its representatives in its applications for appropriate permits, approvals, and consents.

II. RIGHT OF WAY

- A. The DISTRICT agrees to provide to the VILLAGE and/or IDOT with the following Permanent Easements: 1, 2A, 2B, 3, 4, 5, 7 and 8, as shown on EXHIBIT A, totaling 0.8 acres.
- B. The DISTRICT agrees to provide to the VILLAGE and/or IDOT with Temporary Easements 6 as shown on EXHIBIT A, totaling 0.15 acres.
- C. In addition, in order to achieve the BMP goals, the DISTRICT agrees to provide to the VILLAGE and/or IDOT additional permanent easements, in total area not to exceed one (1) acre, as requested by the VILLAGE and approved by the DISTRICT's General Superintendent at no cost to the VILLAGE. The location and size of these permanent easements will be determined and approved by the Parties after final engineering of the Project is completed.
- D. The VILLAGE or IDOT shall record all easements acquired from the DISTRICT for the PROJECT with the Cook County Clerk's office.
- E. During the construction phase of the PROJECT, the DISTRICT shall grant, permit and allow the VILLAGE and IDOT access, ingress, and egress to the REAL ESTATE and DISTRICT property, for the purpose of PROJECT construction. In order to avoid PROJECT delays, upon execution of this AGREEMENT the PARTIES shall permit and authorize each other, their employees, vendors, and/or contractor(s) unrestricted access to use all parcels identified in this AGREEMENT without additional consideration. So as to protect the public at large, each PARTY shall notify the other PARTY prior to the commencement of any excavation, construction, repair, maintenance or other work contemplated by this AGREEMENT. After the construction phase of the PROJECT is completed, in order to access the easement areas described above, the DISTRICT and IDOT shall grant, permit and allow the VILLAGE access, ingress, and egress to McGinnis Slough for purpose of maintenance or repair of retaining walls, concrete barriers, and drainage structures constructed in association with the PROJECT, provided, the VILLAGE or IDOT shall provide the DISTRICT reasonable prior notice as specified by the DISTRICT before maintenance or repair activities. If the VILLAGE or IDOT causes damage to McGinnis Slough, after the construction

phase of the PROJECT is completed, the VILLAGE shall immediately inform the DISTRICT of said damage and at its expense, immediately repair same.

- F. The DISTRICT owns the REAL ESTATE on which the PROJECT is to be constructed. The VILLAGE shall not permit any lien to be filed against the REAL ESTATE or funds of the DISTRICT for any labor or materials in connection with the work to be performed by, or on behalf of, the VILLAGE for the PROJECT. If the DISTRICT determines, after final inspection, that the constructed portion of the PROJECT poses a safety hazard on property owned or leased by the DISTRICT, the DISTRICT shall promptly notify the VILLAGE which agrees to take remedial measures as expeditiously as reasonably possible.
- G. The VILLAGE at its cost shall cause or has caused the Permanent and Temporary Easements referenced in A and B of this Section II to be appraised at their current fair cash market value by a qualified real estate appraiser and copies of such appraisals shall be provided to the DISTRICT.

III. UTILITY RELOCATION

- A. The DISTRICT agrees to cooperate with necessary adjustments to existing utilities located within existing DISTRICT rights-of-way, where improvements to DISTRICT facilities are proposed to be done as part of the PROJECT, at no expense to the VILLAGE or IDOT.
- B. The VILLAGE agrees to make arrangements for and issue all permits for the PROJECT required adjustments to utility facilities located on existing VILLAGE rights-of-way, and on proposed VILLAGE rights-of-way which are outside areas of DISTRICT jurisdiction, and where improvements to VILLAGE facilities are proposed to be done as part of the PROJECT, at no expense to the DISTRICT.

IV. CONSTRUCTION

- A. It is understood and agreed by the VILLAGE and the DISTRICT that IDOT shall advertise and receive bids, provide construction engineering inspections for and cause the PROJECT to be constructed in accordance with the PROJECT plans and specifications. However, it is also understood by the PARTIES that the VILLAGE, along with IDOT, will provide general construction oversight of the PROJECT.
- B. After award of the construction contract(s), any proposed deviations from the plans and specifications that affect the DISTRICT's facilities or property shall be submitted to the DISTRICT for approval prior to commencing such work. The DISTRICT shall review the proposed deviations and indicate its approval or disapproval in writing. If the VILLAGE and IDOT receive no written response from the DISTRICT within thirty (30) business days after delivery to the

DISTRICT of the proposed deviation, the proposed deviation shall be deemed approved by the DISTRICT.

- C. After award of the construction contract(s), assuming there are no proposed deviations from the plans and specifications that affect the DISTRICT's facilities that are not approved by the DISTRICT, the VILLAGE and/or IDOT shall provide no less than five (5) business days' written notice to the DISTRICT prior to commencement of work on the PROJECT.
- D. The DISTRICT and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during the progress of work included in the PROJECT that affects the DISTRICT's property. The DISTRICT shall assign personnel to perform inspections on behalf of the DISTRICT of all work included in the PROJECT that affects the DISTRICT's property and will advise IDOT and the Engineering Programs and Services Department of the VILLAGE in writing or by e-mail as to the identity of the individual(s) assigned to perform said inspections.
- E. Notices required to be provided by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section X.O of this AGREEMENT.
- F. The VILLAGE shall give notice to the DISTRICT upon completion of 70% and 100% of all PROJECT construction contracts that are directly related to the DISTRICT's property, and the DISTRICT shall make an inspection thereof not later than ten (10) calendar days after notice thereof. If the DISTRICT does not perform a final inspection within ten (10) calendar days after receiving notice of completion of 100% of all PROJECT construction contracts or other inspection arrangements are not agreed to by the PARTIES, the PROJECT shall be deemed accepted by the DISTRICT. The VILLAGE's representative shall join in on such inspection. In the event said inspections disclose work that does not conform to the approved final plans and specifications, the DISTRICT's representative shall give immediate verbal notice to IDOT and the VILLAGE's representative of any deficiency and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the Engineering Programs and Services Department of the VILLAGE. Identified deficiencies shall be subject to joint re-inspection upon completion of the corrective work. The PARTIES shall perform joint re-inspections within seven (7) calendar days after receiving notice from the VILLAGE that the deficiencies have been remedied.
- G. Both IDOT and the VILLAGE shall have the right, in their sole judgment and discretion of either, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after this AGREEMENT was entered into. Notwithstanding the above, the DISTRICT shall have the right to approve, in the manner described in Section IV.B, any alterations

to the work (including plans and specifications) that impact property owned or leased by the DISTRICT.

V. FINANCIAL

- A. All PROJECT related engineering, right-of-way, construction engineering, and construction costs for the PROJECT will be paid through a combination of budgeted and allocated State of Illinois and federal funds. The VILLAGE or IDOT will receive and disburse such funds for the purpose of completing the PROJECT. The Parties agree that the PROJECT and the provisions regarding the PROJECT within this Agreement are wholly contingent upon the VILLAGE or IDOT securing the funding for completion of the PROJECT.
- B. The DISTRICT agrees to waive all tree removal compensation per the DISTRICT Tree Mitigation Plan, as shown on EXHIBIT C.
- C. The DISTRICT agrees to waive all tree mitigation fines due by the VILLAGE in association with an existing 17-foot wide permanent easement granted by the DISTRICT to the VILLAGE in 2011, recorded as Document Number 1106012107.

VI. MAINTENANCE – DEFINITIONS

- A. As used herein, the terms “maintenance” or “maintain” mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, replacement of the maintained facility when needed, and unless specifically excluded in Section VII, MAINTENANCE – RESPONSIBILITIES, other activities as more specifically set forth in the following subparts of this Section VI.A. Maintenance includes but is not limited to:
 - 1. “Routine maintenance” refers to the day-to-day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal, and grate and scupper cleaning and repair, including compliance with state laws and local ordinances. It is understood and agreed upon by the PARTIES that with respect to the DISTRICT’s maintenance obligations under this AGREEMENT, routine maintenance shall comply with the DISTRICT’s internal policies on maintenance (e.g. minimal or no salt use; limited or no snow removal; etc.).
 - 2. “Structural maintenance” refers to the integrity of the abutments, parapet walls, retaining walls, concrete barrier and drainage structures.
 - 3. “Emergency maintenance” refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition

on the roadway or right of way which causes or threatens imminent danger or destruction to roadway facilities or rights of way of the PARTIES, to the motoring public, to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation, or response to acts of God or terrorism.

4. "Vegetation Maintenance" refers to trimming of woody vegetation and/or the removal of hazardous or downed trees blocking or otherwise impacting the path. The performance of required tasks shall be in accordance with the American National Standards Institutes: Standard Practices for Tree Care Operations Pruning, Trimming, Repairing, Maintaining, and removing Trees, and Cutting Brush –Safety Requirements [ANSI Z133.1-2017] or more recent revision when/if it occurs. DISTRICT approval is required prior to the use of herbicide. DISTRICT staff shall be notified 24 hours in advance of work beginning and reserve the right to be present on-site during work.
 5. "Vegetation maintenance for invasive species" refers to chemical, manual or biological control of invasive plant species including but not limited to, reed canary grass, purple loosestrife, cattails, phragmites, crown vetch, teasels, thistles and wild parsnip. DISTRICT staff shall be notified 24 hours in advance of work beginning and reserve the right to be present on-site during work.
- B. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only.
- C. The terms "notify", "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to another concerning a matter covered by this AGREEMENT, for which the PARTY transmitting the communication produces and retains a record which substantiates the content, date, time, manner of communication, identification of sender and recipient, and manner in which the recipient may respond to the sender, as to the communication. See Section X.O for notice procedures.
- D. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided, that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement, but in no case shall the entity with the duty be relieved of ultimate responsibility for performance of the duty or provision of the service.
- E. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that

PARTY to respond, but the PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time frame set forth in the notice.

- F. The term “approve” refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action and to retain a record which documents such consent.

VII. MAINTENANCE – RESPONSIBILITIES

- A. The VILLAGE or its assignee(s) has maintenance responsibility for all improvements, including structural maintenance, within the VILLAGE right-of-way, as set forth herein, including but not limited to the drainage facilities and embankments.
- B. IDOT shall maintain the box culvert, catch basins retaining walls, path, stormwater best management practices and barrier walls installed as part of the PROJECT as described in the Project Development Report, i.e., Phase 1.
- C. Maintenance of vegetation for invasive species shall be performed by the VILLAGE in the temporary easements granted by the DISTRICT for a period of five (5) years, and in the permanent easements granted by the DISTRICT for a period of ten (10) years after substantial completion of PROJECT. The DISTRICT shall assume maintenance responsibilities for vegetation and invasive species after the VILLAGE’S five (5) and ten (10) year maintenance responsibility periods expire.
- D. The DISTRICT shall maintain, or cause to be maintained, McGinnis Slough, and any work the VILLAGE is including in the PROJECT for the DISTRICT at its request, in its entirety.
- E. The DISTRICT shall maintain, or cause to be maintained, the DONATION PROPERTY and its associated building(s) and appurtenances in accordance with the DISTRICT’S standard policies and practices, including but not limited to vegetation maintenance for invasive species. Additionally, the DISTRICT shall retain maintenance responsibility and ownership for all items installed by the DISTRICT upon the DONATION PROPERTY as a direct result of this AGREEMENT.
- F. The DISTRICT agrees to maintain the building(s) of the DONATION PROPERTY in accordance with all applicable VILLAGE codes and Federal, State, and County laws and regulations, and to prevent said building(s) from coming into a general state of disrepair or public safety hazard.

- G. The PARTIES agree that each PARTY has the duty to perform such regular inspections, surveys and reviews as are reasonably necessary to fulfill their respective obligations under this AGREEMENT.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, IDOT shall continue to maintain all portions of the PROJECT that are not required to be maintained by the construction contractor(s).

- B. Pending completion of final design for the PROJECT (Phase 2) and approval thereof by IDOT and the DISTRICT, IDOT and DISTRICT shall maintain the stormwater BMPs described in Section I.D. of this AGREEMENT. Water quality sampling may be performed by the DISTRICT, IDOT or VILLAGE (all "Parties" for purposes of this subsection) after PROJECT completion to verify 90% removal of runoff contaminants. The sampling party shall provide the resulting sampling data to the other Parties within thirty (30) calendar days of the sampling. If at any time during the term of this AGREEMENT, whether by water sampling or otherwise, a Party determines that the BMPs are not being maintained as required by this AGREEMENT, the complaining Party shall provide written notice to the other Parties with evidence of such noncompliance. The Parties will thereafter meet to try and resolve the dispute in good faith. If the Parties are not able to come to an agreement and the Party that has caused a BMP goal shortcoming has not cured any compliance issues regarding the BMPs to the complaining party's satisfaction after sixty (60) calendar days from written notice, the complaining Party retains the right to perform the necessary maintenance work and thereafter request reimbursement of the completed work from the Party responsible for the shortcoming.

IX. DONATION OF PROPERTY

- A. Subject to the terms and conditions hereof, the VILLAGE agrees to donate at no charge and convey the DONATION PROPERTY to the DISTRICT by recordable special warranty deed subject to any and all covenants, conditions and restrictions of record, including any and all back taxes that may be due and owing against the DONATION PROPERTY. The DISTRICT agrees to accept the donation and conveyance of all of the VILLAGE's rights, title and interest in the DONATION PROPERTY, including but not limited to all building(s), platforms, trails, paths, boardwalks, outdoor amenities, seating, pavement, and real estate as shown on EXHIBIT B.

- B. The DONATION PROPERTY is currently exempt from real estate taxes. The DISTRICT shall be responsible for all real estate taxes from and after Closing, if any. If necessary, the VILLAGE is responsible for obtaining a tax division for the DONATION PROPERTY. To ensure continued tax-exempt status for portions of the DONATION PROPERTY as to interest on the VILLAGE's Term Loan, the

DISTRICT commits to executing the document titled “Certificate Regarding Expected Use of the Nature Center” at or before Closing.

- C. The VILLAGE represents that it has the full legal authority to convey the DONATION PROPERTY in fee simple to the DISTRICT.

The DISTRICT at its cost shall provide to VILLAGE for its records a current ALTA/NSPS Land Title Survey (“Survey”) of the DONATION PROPERTY, in digital form, prepared by a licensed Illinois Professional Land Surveyor in Illinois.

- D. Promptly after the Effective Date, the VILLAGE shall deliver or cause to be delivered to the DISTRICT a current commitment (“Commitment”) for an ALTA owner’s title insurance policy covering the DONATION PROPERTY issued by Greater Illinois Insurance Company (the “Title Company”), with a liability limit in an amount equal to or greater than the appraised value together with copies of all recorded documents referred to in Schedule B therein (the “underlying title documents”) for the DONATION PROPERTY. The DISTRICT shall have ten (10) days after receipt of the Commitment to deliver to the VILLAGE in writing any objection to a matter shown on the Commitment which materially affects the DONATION PROPERTY or the DISTRICT’s use of the DONATION PROPERTY (“Title Objections”). If the DISTRICT delivers notice of Title Objections to the VILLAGE within said ten (10) day period, the VILLAGE shall have five (5) business days after receipt of the DISTRICT’s objection notice (“Title Cure Period”) to notify the DISTRICT in writing what, if anything, the VILLAGE agrees to do to cure the Title Objections. Failure of the VILLAGE to respond within the Title Cure Period shall indicate that the VILLAGE elects not to cure the Title Objections. The VILLAGE shall have no obligation to cure any Title Objection or incur any expense with respect thereto. If the VILLAGE elects not to cure one or more of the Title Objections, as the DISTRICT’s sole right, the DISTRICT shall have five (5) business days after the end of the Title Cure Period to deliver notice to the VILLAGE terminating this Agreement, in which event the parties shall have no further obligations hereunder except those provisions that expressly survive. If the VILLAGE pursues a cure and is unable to cure a Title Objection by the Closing Date, then the DISTRICT shall have the option, as its sole right, to either terminate this Agreement (in which event the parties shall have no further obligations hereunder except those provisions that expressly survive), or accept conveyance of the DONATION PROPERTY, in which case the DISTRICT is deemed to have accepted any uncured Title Objections and waived any rights against the VILLAGE relating thereto. The DISTRICT shall make its election under the immediately preceding sentence within five (5) business days after the VILLAGE notifies the DISTRICT that it was unable to cure one or more Title Objections. The Title Commitment shall be conclusive evidence of good title as to all matters insured by the policy, subject to exceptions as therein stated. The DISTRICT will pay for the cost of extended coverage over General Exceptions 1-5, and the DISTRICT will pay for all endorsements of its selection, if any.

- E. Notwithstanding anything to the contrary herein, the following matters shall be deemed “Permitted Exceptions” and the DISTRICT shall have no right to object to any of said matters on the Commitment or Survey:
1. Municipal and zoning ordinances and agreements entered under them, agreements with any municipality regarding the development of the DONATION PROPERTY, building and use restrictions and covenants, and State and/or Federal statutes and regulations;
 2. Recorded easements for the distribution of utility and municipal services, pipelines and cell sites, including access roads;
 3. DONATION PROPERTY taxes and special assessments levied in the year of closing and subsequent years;
 4. Such other matters disclosed by any survey, which are not objected to or approved by the DISTRICT as described in this Section; and
 5. Such other matters as disclosed by the Commitment and waived or accepted by the DISTRICT pursuant to this Section.
- F. The DISTRICT’s obligation to accept conveyance of the DONATION PROPERTY is conditioned upon the Title Company being prepared to issue, at Closing, a current, standard ALTA owner’s title insurance policy (or a marked-up and binding commitment therefor) in the amount of the appraised value of the DONATION PROPERTY insuring the DISTRICT as the fee simple owner of the DONATION PROPERTY as of the date of recording the deed, subject to the Permitted Exceptions (“Title Policy”).
- G. The DISTRICT shall have a period of thirty (30) days after the Effective Date (“Feasibility Period”) within which to satisfy itself in its sole discretion as to certain conditions necessary for the DISTRICT’s proposed development of the DONATION PROPERTY. In the event the DISTRICT is unable to satisfy itself in its sole discretion as to the feasibility of the acceptance of the conveyance of the DONATION PROPERTY on or before the expiration of the Feasibility Period, and upon such notice, this Agreement shall terminate. In the event the DISTRICT does not provide its notice of termination prior to the expiration of the Feasibility Period, the DISTRICT shall be deemed to have satisfied itself as to the acceptance of the conveyance of the DONATION PROPERTY, and this Agreement shall remain in full force and effect.
- H. The closing of this transaction (“Closing”) shall take place on or before December 31, 2024 (“Closing Date”) at the offices of the Title Company in Cook County, Illinois or at such other time and place as may be agreed upon by the DISTRICT

and the VILLAGE. At Closing, the DISTRICT shall deliver to the Title Company such affidavits, resolutions and other documents agreed between the parties required for a legal conveyance of the DONATION PROPERTY or otherwise required by the Title Company to issue the Title Policy, and the DISTRICT shall deliver to the Title Company the Permanent and Temporary Easements provided for in Section II, Subsections A and B of this AGREEMENT.

- I. At Closing, the VILLAGE shall deliver to the Title Company a special warranty deed in recordable form conveying the VILLAGE's interest in the DONATION PROPERTY to the DISTRICT, subject only to the Permitted Exceptions, and such affidavits, resolutions and other documents agreed between the parties, required for a legal conveyance of the DONATION PROPERTY or otherwise required by the Title Company to issue the Title Policy. All prorations required hereunder shall be computed as of the Closing Date and shall be final.
- J. The DISTRICT shall pay the cost of the title insurance premium for the Title Policy to be issued to the DISTRICT and the cost of extended coverage. All escrow fees and Title Company closing charges shall be shared equally between the VILLAGE and the DISTRICT, including all other closing costs. The DISTRICT shall pay for the cost of recording fees and extended coverage and all title endorsements, if any.
- K. The VILLAGE shall, at the VILLAGE's cost and expense, maintain or cause to be maintained the DONATION PROPERTY free from waste and neglect and in as good order and repair as of the date of this Agreement. The VILLAGE shall deliver the DONATION PROPERTY to the DISTRICT at the time of Closing in the same condition the DONATION PROPERTY was in when last inspected by the DISTRICT, except for ordinary wear and tear.
- L. Loss or damage to the DONATION PROPERTY by fire, casualty or act of God shall be at the risk of the VILLAGE until the DISTRICT takes possession of the DONATION PROPERTY in accordance with Section H. herein. In the event such loss or damage occurs prior to the conveyance of title to the DISTRICT, the DISTRICT may elect to accept conveyance of title to the DONATION PROPERTY, in which case the VILLAGE will, before Closing, attempt in good faith to restore the DONATION PROPERTY to the same condition the DONATION PROPERTY was in when last inspected by the DISTRICT except for ordinary wear and tear.
- M. The VILLAGE and the DISTRICT represent that no broker has been involved in the formation of this AGREEMENT or the conveyance contemplated hereunder.
- N. The DISTRICT agrees to restore and maintain the building(s) and ecological features of the DONATION PROPERTY in accordance with the DISTRICT's standard policies and practices, and applicable Federal, State and County laws and regulations.

- O. The DISTRICT agrees to retain the existing name of the designated wetlands portion of the DONATION PROPERTY contained within Property Index Number 27-03-100-032-0000, as shown on EXHIBIT B, as the “George Gianakas Wetlands Preserve,” as required per the original property conveyance and donation agreement between the VILLAGE and the prior landowner.
- P. The DISTRICT shall fabricate and install permanent new entrance and pedestrian informational signage upon the DONATION PROPERTY in accordance with the DISTRICT’s standard sign specifications within twelve (12) months of assuming ownership.
- Q. The DISTRICT agrees to retain the existing honorary plaque or monument installed on the DONATION PROPERTY in memory of George Gianakas, as required per the original property conveyance and donation agreement between the VILLAGE and the prior landowner. The DISTRICT reserves the right to relocate said plaque or monument to another mutually agreed upon location on the DONATION PROPERTY, subject to the written review and approval of the VILLAGE.
- R. Exempting the honorary plaque or monument referenced in Section IX.Q, the DISTRICT reserves the right, at its sole discretion, to remove, relocate, and/or revise any and all interpretive or navigational signage present on the DONATION PROPERTY in order to comply with the DISTRICT’s standard sign specifications.
- S. The DISTRICT shall install cable gates or similar access-obstructing facilities at all to points of entry to the DONATION PROPERTY, and other means of physical security as the DISTRICT may deem necessary, upon taking ownership, except as may be required by the terms of any existing easement or access agreement.
- T. The PARTIES acknowledge and agree to collaborate in good faith to develop a separate intergovernmental agreement or memorandum of understanding establishing the circumstances and parameters under which the VILLAGE may utilize DISTRICT property for future wetland mitigation opportunities. Said agreement shall be negotiated and mutually agreed upon within one (1) year of the PARTIES’ exchange of the easements and DONATION PROPERTY.
- U. The PARTIES agree to develop a joint-programming agreement or memorandum of understanding between the VILLAGE and the DISTRICT regarding the DONATION PROPERTY within one (1) year of the PARTIES’ exchange of the easements and DONATION PROPERTY. Said joint-programming agreement shall comply with all DISTRICT ordinances, rules, and regulations, and may contain the following:
 - a. An annual meeting schedule for events occurring the following year;
 - b. Description of DISTRICT-acceptable event types and guidelines for use;

- c. Proposed priority for site usage;
 - d. Fee waiver allowances and processes;
 - e. Proposed standards for sponsorship, advertising and promotion of events;
 - f. If applicable, identify and attach copies of any maps, drawings, or renderings related to designated use of the site or amenities;
 - g. Name and contact information of a representative from all Parties who will represent the Parties as a primary contact in all matters pertaining to joint event programming utilizing the DONATION PROPERTY;
 - h. Expectations regarding managerial functions by the DISTRICT and its licensee or concessionaires utilizing the DONATION PROPERTY; and
 - i. Proposed process for permitting event space and amenities.
- V. If the DISTRICT, at its expense, completes the renovation of the existing building on the DONATED PROPERTY (with input from the VILLAGE) for the purpose of public access and programming, the PARTIES agree to amend any joint programming agreement as provided in Sub-Section U above to factor into the utilization of the building. Before any completion of such renovations, the DISTRICT may utilize the existing building for other DISTRICT purposes, notwithstanding the provisions in Sub-section X. of this Section IX.
- W. Except as permitted by the DISTRICT's Code of Ordinances and the DISTRICT'S Enabling Act (70 ILCS 810/1 et seq.) or otherwise provided herein, the DISTRICT will not sell, transfer, encumber, license, or otherwise dispose of any of any portion of the DONATION PROPERTY, or any right, title, or interest therein, in perpetuity.
- X. The DISTRICT covenants and agrees that the DONATION PROPERTY shall perpetually be maintained as open space for active and passive public recreation and ancillary purposes including, but not limited to, the development and operation of an educational center and other public purposes so as to enhance public access to the DONATION PROPERTY. The VILLAGE will have access to the DONATION PROPERTY to offer programming from time to time in accordance with a joint-programming agreement as provided in Sub-section U of this Section IX.

X. GENERAL PROVISIONS

- A. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- B. Wherever in this AGREEMENT approval or review by either the DISTRICT or the VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.

- C. In a timely manner following execution of this AGREEMENT each PARTY shall designate in writing, or by e-mail a representative who shall serve as the representative of the said PARTY during the performance of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice including e-mail. Each representative shall be readily available to the other PARTY.
- D. In the event of a dispute between the DISTRICT and the VILLAGE in the carrying out of the terms of this AGREEMENT, as they relate to the PROJECT, including but not limited to, roadway reconstruction and widening, use of the permanent and temporary easements conveyed, retaining wall construction, construction of drainage improvements, and roadside safety improvements, the Village President of the VILLAGE and the General Superintendent of the DISTRICT shall meet and resolve the issue.
- E. In the event of a dispute between the DISTRICT and the VILLAGE in the carrying out of the terms of this AGREEMENT, as they relate to DISTRICT facilities including facilities assumed by the DISTRICT as part of this AGREEMENT, including but not limited to, vegetation management throughout McGinnis Slough, vegetation management and tree trimming at the DONATION PROPERTY, water quality BMPs, drop gate and physical security installation, fabrication and installation of entrance signage at the DONATION PROPERTY, the Village President of the VILLAGE and the General Superintendent of the DISTRICT shall meet and resolve the issue in good faith. In the event that they cannot mutually agree on a resolution of items described above in this paragraph, the decision of the General Superintendent of the DISTRICT shall be final.
- F. This AGREEMENT may be executed in two (2) or more counterparts, or electronically, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES.
- H. Subject to the terms and conditions herein, this AGREEMENT shall remain in full force and effect until the portion of the PROJECT that is constructed on property owned or leased by the DISTRICT is removed or abandoned.
- I. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns. No PARTY shall sell, assign or otherwise transfer its interest under this AGREEMENT without the written approval of the other PARTY.

- J. The failure by the VILLAGE or the DISTRICT to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such condition or covenant. No provision of this AGREEMENT shall be deemed waived by the VILLAGE or the DISTRICT unless such provision is waived in writing and agreed upon by both PARTIES.
- K. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Cook County, Illinois.
- L. The unenforceability or invalidity of any provision or provisions within this AGREEMENT shall not render any other provision or provisions unenforceable or invalid.
- M. This AGREEMENT is subject to, and contingent upon, the approval of the Boards of the VILLAGE and the DISTRICT.
- N. Time is of the essence for this AGREEMENT, and therefore the VILLAGE and the DISTRICT agree to close on the conveyance of the DONATION PROPERTY on or before December 31, 2024, with a mutually agreed upon title company and location.
- O. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:
- To the VILLAGE: Village of Orland Park
14700 South Ravinia Avenue
Orland Park, IL 60462
Attn: Village President and Village Manager
- To the DISTRICT: General Superintendent
Forest Preserve District of Cook County
536 North Harlem Avenue
River Forest, IL 60305
- Chief Attorney
Forest Preserve District of Cook County
69 W. Washington St., Suite 2010
Chicago, IL 60602
- P. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into this AGREEMENT.

XI. INSURANCE AND CASUALTY

A. The VILLAGE or its contractor(s) shall maintain the following insurance coverage relating to the construction, maintenance, and repair of the PROJECT on property owned or leased by the DISTRICT:

1 Worker's Compensation and Occupation Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this AGREEMENT. Employer's liability coverage with limits of not less than \$500,000.00 for bodily injury by each accident, \$500,000.00 bodily injury by disease each employee, \$500,000.00 bodily injury by disease policy limits.

2 Commercial General Liability Insurance (Primary and Umbrella): Commercial General Liability Insurance or equivalent with limits of not less than \$3,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage and personal injury. (The limit of coverage may be a combined limit of the Primary and Excess Liability).

3 Automobile Liability Insurance (Primary and Umbrella): Commercial Automobile Liability Insurance covering owned, non-owned, and hired vehicles, including the loading and unloading thereof, with limits of not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage.

4 Insurance Requirements: All policies of insurance required hereunder shall be written by carriers, which possess A- policyholders rating or better and a minimum Class VII financial size category as listed at the time of issuance by AM Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories). The Commercial General Liability Policy and Automobile Liability Policy shall be on a primary and noncontributory basis with respect to any insurance or self-insurance programs carried or administered by the DISTRICT.

5 All policies of commercial general liability insurance shall name the DISTRICT as an Additional Insured for any and all injury, damage, liability, expenses or judgments arising out of the construction, maintenance, and/or repair of the PROJECT on property owned or leased by the DISTRICT.

6 All policies shall provide that they may not be canceled, renewed or reduced unless at least thirty (30) days' prior written notice thereof has been provided to the Additional Insured.

7 Insurance Certificates: The VILLAGE or its contractor(s) may furnish insurance certificates as evidence of the required coverage to the DISTRICT. No construction shall commence prior to the DISTRICT's approval of the insurance coverage.

XII. INDEMNIFICATION

NO PARTY to this AGREEMENT shall be liable for any negligent or intentional acts or omissions chargeable to the other PARTY unless such liability is imposed by law.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

THE FOREST PRESERVE DISTRICT OF COOK COUNTY

By: _____
Toni Preckwinkle,
President

Date: _____

ATTEST:

By: _____
Lynne Turner
Secretary

Date: _____

VILLAGE OF ORLAND PARK

By: _____
Keith Pekau
Village President

Date: _____

ATTEST:

By: _____
Patrick O'Sullivan
Village Clerk

Date: _____

EXHIBIT "A"
EASEMENT AREAS

EXHIBIT "B"

LEGAL DESCRIPTION OF DONATION PROPERTY

Parcel 1:

That part of the West 1/2 of Section 3, Township 36 North, Range 12, East of the Third Principal Meridian, bounded and described as follows:

Beginning at a point on the North line of said Section, 57.95 feet West of the Northeast corner of said West 1/2 of said Section 3, measured along the said North line of said Section, said point being also the point of intersection of the North line of said Section with the Westerly line of the original right of way of the Chicago and Strawn Railway; running thence West along the North line of said Section 2490.09 feet to the point of intersection of the said North line with the center line of original 96th Avenue; thence South along the center line of said 96th Avenue, 2959.94 feet to a point in said 96th Avenue, 325.44 feet South of the Northwest corner of the Southwest 1/4 of said Section; said 325.44 feet being located on and measured along the West line of said Southwest 1/4; thence East along a line parallel with the North line of the Southwest 1/4 of said Section, 205.56 feet to the point of intersection of said parallel line with the Westerly line of the original right of way of said Chicago and Strawn Railway; thence Northeasterly along a line forming an angle of 124 degrees 49 minutes 50 seconds, with said parallel line, said Northeasterly line being also the Westerly line of the original right of way of the Chicago and Strawn railway 1437.39 feet to a point of curve; thence continuing Northeasterly along the arc of a circle having a radius of 2897.93 feet convex to the Northwest, said arc being also the Westerly line of said original right of way 480.49 feet to a point of tangency; thence continuing Northeasterly along a straight line tangent to said last described point, said tangent line being also the Westerly line of said original right of way 1263.82 feet to a point of curve; thence continuing Northeasterly along the arc of a circle having a radius of 2831.93 feet, convex to the Southeast, said arc being also the Westerly line of said original right of way 650.21 feet to the place of beginning, in Cook County, Illinois.

Except that part of said tract described as follows:

Commencing in the West line of said Section at a point 325.44 feet South of the North line of the Southwest 1/4 of said Section as measured along said West line; thence North along said West line, being also the center line of 96th Avenue, 325.44 feet to the North line of said Southwest 1/4; thence North along the center line of 96th Avenue, 227.37 feet; thence North 89 degrees 38 minutes 30 seconds East, 576.8 feet to the Westerly line of the original right of way of the Chicago and Strawn Railway; thence Southwesterly along said Westerly right of way line 674.09 feet to the point of intersection of said right of way line with a line drawn 325.44 feet South of and parallel with the North line of the Southwest 1/4 of said Section; thence West along said parallel line 205.56 feet to place of beginning.

And also excepting from said tract that part thereof lying West of the following described line: commencing in the West line of said Section at a point 325.44 feet South of the North line of the Southwest 1/4 of said Section as measured along said West line; thence North along said West line, being also the center line of original 96th Avenue, 325.44 Feet to the North line of said Southwest 1/4; thence North along the center line of 96th Avenue, 227.37 feet; thence North 89 degrees 38 minutes 30 seconds East to a point 58.57 feet East of the West line of Section 3 (as measured along said last

described line), said point being the point of beginning of the line being herein described; said line running thence Northeasterly a distance of 1832.28 feet to a point which is 127.65 feet East of, measured at right angles to, said West line of said Section, said point being the point of curvature of a curve convex to the East with a radius of 31,302.26 feet; thence continuing Northerly along said curve, a distance of 575 feet to a point in the North line of said Section 3, said point being 144.13 feet East of the Northwest corner of said Section 3, measured along said North line.

And also excepting from said tract that part thereof described as follows:

Beginning at a point on the North line of said Section 3, 57.95 feet West of the Northeast corner said West 1/2 Section 3, as measured along the North line said West 1/2 Section 3; said point being also the Westerly line of the original right of way Chicago and Strawn Railroad; running thence West along the North line said West 1/2 Section 3, 2461.67 feet to the East line 96th Avenue (U. S. 45); thence South along the East line said 96th Avenue, a distance of 350 feet as measured on the arc of a circle having a radius of 31,252.26 feet; thence Southeasterly from said point 1593.41 feet to the Westerly line of original Chicago and Strawn Railroad; thence Northeasterly along the arc of a circle having a radius of 2897.93 feet, 19.40 feet to a point of tangency; thence continuing along a straight line tangent to the last described point 1263.82 feet to a point of curvature to the North; thence Northeasterly along an arc of a circle having a radius of 2831.93 feet, 651.50 feet to the place of beginning.

And also excepting from said tract that part of the following described premises lying East of the Easterly line of 96th Avenue (U. S. Route Number 45); beginning at a point on the West line of said Northwest 1/4 which is 275.66 feet South from the Northwest corner thereof and running thence Southeastwardly along a straight line which, if extended, intersects the South line of said Northwest 1/4 at a point 76.29 feet West from the South East corner thereof, (and which straight line at a distance of 180.58 feet), intersects the Easterly line of 96th Avenue (U. S. Route Number 45), at a point thereon which is 397.98 feet (measured along said Easterly line) Southerly from the North line of said Northwest 1/4 a total distance of 1739.85 feet to its intersection with the Northwesterly line of the abandoned 66 foot right of way of the Wabash Railroad (formerly the right of way of the Chicago and Strawn Railroad), which last mentioned intersection is 54.60 feet (measured along said right of way line Southwesterly from a tangent point in said line) thence Southwestwardly along said Northwesterly right of way, being the arc of a circle having a radius of 2897.93 feet and convex Northwesterly a distance of 210.09 feet to its intersection with a line 210 feet (measured perpendicularly) Southwesterly from and parallel with the above described straight line; thence Northwestwardly along the above described parallel line a distance of 1553.93 feet to its intersection with said West line of the Northwest 1/4; and thence North along said West line of the Northwest 1/4, a distance of 283.30 feet to the point of beginning.

And also excepting from all of the aforesaid part of said West 1/2 of Section 3, any portion thereof lying Northeasterly of said line described as beginning at a point on the West line of said Northwest 1/4 which is 275.66 feet South from the North West corner thereof and running thence Southeastwardly along a straight line (which if extended intersects the South line of said Northwest 1/4 at a point 76.29 feet from the Southeast corner thereof.

And also excepting therefrom the following 3 Parcels taken in Condemnation Case 2012L50293, an Agreed Order of which was recorded April 28, 2016 as document no. [1611945016](#).

That part of the West 1/2 of Section 3, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 3; thence North 01 degrees 34 minutes 39 seconds West (bearings based on Illinois State Plane Coordinate System, East Zone, NAD 1983), 227.40 feet (227.37 feet recorded distance) along the West line of said Northwest 1/4 to a point on the North line of Land described in Trustee's Deed recorded November 5, 2004 as document no. [0431049068](#); thence North 88 degrees 13 minutes 31 seconds East, 119.30 feet along said North line to the East right-of-way line of US Route 45 as per Condemnation Case 85L51078, said point being the point of beginning; thence North 00 degrees-09 minutes 14 seconds East, 389.08 feet along said East right-of-way line; thence South 89 degrees 50 minutes 46 seconds east; 3.33 feet; thence South 00 degrees 16 minutes 26 seconds East, 165.37 feet; thence North 89 degrees 43 minutes 34 seconds East; 10.00 ft; thence South 00 degrees 16 minutes 26 seconds East, 20.00 feet; thence South 89 degrees 43 minutes 34 seconds West, 10.00 feet; thence South 00 degrees 16 minutes 26 seconds East, 97.40 feet; thence South 00 degrees 17 minutes 56 seconds West, 106.14 feet; thence South 88 degrees 13 minutes 31 seconds West, 5.17 feet to the point of beginning.

That part of the West 1/2 of Section 3, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 3; thence North 01 degree 34 minutes 39 seconds West (bearings based on Illinois State Plane Coordinate System, East Zone, NAD 183) 227.40 feet (227.37 feet recorded distance) along the West line of said Northwest 1/4 to the North line of Land described in Trustee's Deed recorded November 5, 2004 as document no. [0431049068](#)) thence North 88 degrees 13 minutes 31 seconds East, 119.30 feet along said North line to the East right-of-way line of US Route 45 as per Condemnation Case 85L51078; thence North 00 degrees 09 minutes 14 seconds East, 536.27 feet along said East right-of-way line to the point of beginning; thence continuing North 00 degrees 09 minutes 14 seconds East, 24.00 feet along said line; thence South 89 degrees 50 minutes 46 seconds East, 10.00 feet; thence South 00 degrees 09 minutes 14 seconds West, 24.00 feet; thence North 89 degrees 50 minutes 46 seconds West, 10.00 feet to the point of beginning.

That part of the West 1/2 of Section 3, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of said Section 3; thence North 01 degrees 34 minutes 39 seconds West (bearings based on Illinois State Plane Coordinate System, East Zone, NAD 1983) 227.40 feet (227.37 feet recorded distance) along the West line of said Northwest Quarter to the North line of Land described in Trustee's Deed recorded November 5, 2004 as document no.

0431049068; thence North 88 degrees 13 minutes 31 seconds East, 119.30 feet along said North line to the East right-of-way line of US Route 45 as per Condemnation Case 85L51078; thence North 00 degrees 09 minutes 14 seconds East, 1409.51 feet along said East right-of-way line; thence North 03 degrees 15 minutes 57 seconds West, 28.94 feet along said East right-of-way line to the point of beginning; thence continuing North 03 degrees 15 minutes 57 seconds West, 268.17 feet along said line to the Southwesterly line of an existing Commonwealth Edison Right-of-Way, thence South 49 degrees 24 minutes 35 seconds East, 21.98 feet along said Southwesterly line; thence South 00 degrees 19 minutes 08 seconds West; 253.44 feet to the point of beginning.

Parcel 2:

That part of the West Half (1/2) of Section 3, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows:

Commencing in the West line of said Section at a point 325.44 feet South of the North line of the Southwest Quarter (1/4) of said Section, as measured along said West line; thence North along said West line, being also the center line of 96th Ave., 325.44 feet to the North line of said Southwest Quarter (1/4); thence North along the center line of 96th Ave., 227.35 feet; thence North 89 degrees, 38 minutes, 30 seconds East, 576.8 feet to the Westerly line of the original right of way of the Chicago and Strawn Railway; thence Southwesterly along said Westerly right of way line 674.09 feet to the point of intersection of said right of way line with a line drawn 325.44 feet South of and parallel with the North line of the Southwest Quarter (1/4) of said Section; thence West along said parallel line, 205.55 feet to the place of beginning, (except that part of said tract lying West of the following described line, beginning at a point in the South line of the above described property, said point being 50.00 feet East of the aforesaid West line of said Section, measured along said South line; thence North along a line running parallel to said West line of said Section, a distance of 72.82 feet to a point; thence Northeasterly 101.47 feet to a point which is 69.00 feet East of measured at right angles to said West line of said Section; thence North along a line running parallel to said West line of said Section, a distance of 200 feet to a point; thence Northwesterly 101.47 feet to a point which is 55.56 feet East of measured at right angles to said West line of said Section; thence Northeasterly 80 feet to a point in the North line of the aforementioned property, said point being 58.57 feet East of said West line of said Section, measured along said North line), in Cook County, Illinois.

And except for that part taken for the widening of 96th Avenue by the State of Illinois described as follows:

That part of the West Half of Section 3, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; described as follows: Commencing at the Northwest corner of the Southwest Quarter of said Section 3, thence on an assumed bearing of South 00 degrees 00 minutes 29 seconds West along the West line of said Southwest Quarter, 325.44 feet to a point in the South line of the North 10 acres of the West Half of the Southwest Quarter of said Section 3, thence North 89 degrees 50 minutes 31 seconds East along said South line, 50.00 feet to the point of beginning, being also the

Easterly right of way line of 96th Avenue; thence North 00 degrees 02 minutes 07 seconds East along said Easterly right of way line, 72.82 feet; thence North 10 degrees 47 minutes 33 seconds East along said Easterly right of way line, 101.47 feet to a point distant Easterly 69.00 feet as measured at right angles to the West line of said Section 3; thence North 00 degrees 00 minutes 26 seconds East along said Easterly right of way line of 96th Avenue, 200 feet; thence North 07 degrees 36 minutes 53 seconds West along said Easterly right of way line 101.47 feet to a point distant Easterly 55.56 feet as measured at right angles to the West line of said Section 3; thence North 02 degrees 10 minutes 06 seconds East along said Easterly right of way line, 80.00 feet (deed) 79.80 feet (measured) to a point in the apparent North property line distant Easterly 58.57 feet as measured at right angles to the West line of said Section 3; thence North 89 degrees 50 minutes 31 seconds East along said apparent North property line 60.63 feet. thence South 01 degrees 44 minutes 27 seconds West, 553.11 feet to a point in the South line of said North 10 acres; thence South 89 degrees 50 minutes 31 seconds West along said South line, 52.47 feet to the point of beginning.