

REAL PROPERTY LICENSE AND ARTIFACTS AGREEMENT

This Real Property License and Artifacts Agreement (the "Agreement") is dated as of _____, 2021 and entered into by and between the Village of Orland Park, an Illinois home rule municipal corporation ("Village"), and Orland Historical Society, an Illinois not-for-profit corporation ("OHS", and together with the Village, the "Parties").

RECITALS

WHEREAS, OHS owns two (2) historic log cabins (the "Cabins") presently located on real property owned by Village and as legally described on Exhibit A attached hereto (Village's Property"); and

WHEREAS, Village desires to grant to OHS and its officers, employees, agents and invitees, (collectively, its "Representatives") (i) a revocable, non-exclusive license to enter and use the Village's Property on the terms and conditions set forth below, and (ii) a revocable exclusive license to use a portion of the space located within the Licensed Area as depicted on the plan attached hereto as Exhibit B (the "Space Area"), representing the current locations of the Cabins; and

WHEREAS, OHS owns certain artifacts and other objects of artistic, cultural, historical or scientific importance, particularly with regard to the history of the people and places within the Village of Orland Park, some of which are currently in the possession of the Village (the "OHS Artifacts") a comprehensive listing of which is attached hereto as Exhibit C ; and

WHEREAS, OHS agrees to allow Village to display the OHS Artifacts for public viewing through exhibits from time to time, which exhibits will be located in the Village of Orland Park, Illinois, and in connection therewith to promote a wider appreciation of the history of the Village of Orland Park during those times when the OHS Artifacts are not on display by the OHS.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of License.** Subject to the provisions, covenants and agreements herein contained, Village hereby grants to OHS an exclusive revocable license (the "Exclusive License") to use the Space Area. Village hereby further grants to OHS a non-exclusive license (the "Non-Exclusive License", and together with the Exclusive License, the "License") to use Village's Property for the purposes herein specified for the Terms, as hereinafter defined. Village and OHS agree that this agreement shall supersede any prior agreement, whether oral or written, in relation to the Licensed Area, Space Area, and/or OHS Artifacts.

2. **Term.** The term of the License shall be annual (the "Term") with a one-hundred eighty (180) day notice to be given by either OHS or Village when terminating this Agreement. The Term of this Agreement shall automatically renew annually unless a one-hundred eighty (180) day termination notice is given by either OHS or Village.

3. **Termination.** In addition to any and all other rights or remedies provided in this Agreement or which Village may have at law, in equity, or otherwise, in the event that OHS fails to comply with any obligations imposed upon OHS hereunder, Village shall have the right, after thirty

(30) days written notice to OHS of any such non-compliance and OHS's failure to remedy same within such period (or if such non-compliance cannot be remedied within such thirty (30) day period, OHS's failure to commence a cure within such period and diligently thereafter pursue such cure to completion), to terminate this Agreement on the date specified by Village in such notice, and OHS shall immediately vacate the Licensed Area as required hereby. At the termination of the License herein granted, by lapse of time or otherwise, OHS shall remove the Cabins from the Space Area at OHS's sole cost, expense and liability leaving the Space Area and Village's Property level, flat and without any uneven grade or tripping hazards..

4. **Fee and Deposit.** In consideration of Village executing this Agreement and providing OHS with access to, and use of, the Licensed Area, and in consideration of forgoing other opportunities with other users of the Licensed Area, OHS shall pay to Village a fee of ONE DOLLAR (\$1.00) for all or any part of a year which shall commence upon execution of this Agreement (the "Fee"). The Fee is payable in advance to Village upon execution hereof and annually thereafter, at the address from time to time specified by Village. Nothing contained herein shall grant OHS the right to holdover after the Term of this Agreement (as it may be extended) has expired.

5. **No Representations; Nature of Village's Property.** OHS acknowledges and agrees that the OHS is being provided with access to, and use of, the Village's Property, and OHS shall accept the Village's Property, in its then "as is" condition as of the execution of the Agreement and OHS's occupation or use of any portion of the Licensed Area shall be conclusive evidence that the Licensed Area was in good order and satisfactory condition when OHS was granted access. Village has not made nor does Village make any representations or warranties with respect to the Space Area or the Village's Property and OHS agrees that Village does not have any obligation to perform any work or otherwise prepare the Space Area or Village's Property for OHS's use.

OHS ACKNOWLEDGES THAT THE SPACE AREA IS NOT SEPARATELY DEMISED FROM OTHER AREAS AND PREMISES ON THE VILLAGE'S PROPERTY. OHS UNDERSTANDS THAT VILLAGE'S PROPERTY IS NOT A SECURE AREA AND OHS TAKES FULL RESPONSIBILITY FOR THE SECURITY OF THE CABINS AND OHS'S PERSONAL PROPERTY. VILLAGE IS NOT RESPONSIBLE FOR THE SECURITY OF ANY OF OHS'S PERSONAL PROPERTY. VILLAGE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY OHS IN THE EVENT OF ANY LOSS, CASUALTY OR THEFT. VILLAGE RECOMMENDS THAT OHS ARRANGE FOR THE SECURE STORAGE AND PROTECTION OF ITS PERSONAL PROPERTY.

6. **Alterations.** OHS shall not make or cause to be made any alterations, installations, improvements, additions or other physical changes in or about the Village's Property without obtaining the prior written consent of Village with respect thereto.

7. **Repairs.** OHS, at its sole cost and expense, shall maintain and take good care of the Space Area, including the appurtenances therein. All damage or injury to the Licensed Area or to any part of the Space Area, or to its fixtures, equipment or appurtenances, whether requiring structural or nonstructural repairs, caused by or resulting from misuse or negligent conduct or omission of OHS or its Representatives, shall be repaired, at OHS's sole cost and expense, by OHS to Village's reasonable satisfaction. OHS also shall repair all damage to the Space Area and the Licensed Area caused by the installation, moving or removing of the Cabins or the Cabins or its property.

8. **Use.** OHS may use and access the Licensed Area for the exhibition of the Cabins to the general public and for no other purpose. . Subject to the terms of this Agreement, OHS shall have access to the Cabins and Licensed Area at all times (24 hour per day, 7 day per week basis), subject to force majeure. OHS shall not commit waste, subject the Licensed Area to any use which could damage the same or raise or violate any insurance coverage, permit any unreasonable odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Licensed Area, take any action which would constitute a nuisance or would disturb, obstruct or endanger any others in or around Village's Property, take any action, or use or allow the Village's Property to be used for any unlawful purpose. Village may use and access the Cabins for the exhibition of the Cabins to the general public subject only to coordination of timing and event scheduling with OHS.

9. **Requirements of Law.** OHS, at its sole cost and expense, shall comply with all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary as well as ordinary, of all governmental authorities now existing or hereafter created, and of any and all of their departments and bureaus, or other body exercising similar functions, affecting the Cabins.

10. **Service.** The Village agrees that it shall continue to provide electrical service to one of the Cabins, but OHS acknowledges and agrees that Village shall have no obligation to provide electrical service to the second Cabin nor any other public utility, security or communication service to either Cabin. If any such service is desired by OHS, OHS shall secure and pay for its own such service.

11. **Insurance.** OHS shall obtain and shall keep in full force and effect a policy of comprehensive public liability (including coverage for bodily injury, property damage, and personal injury (employee and contractual liability exclusions deleted), contractual liability, owner's protective liability and broad form property damage) with (i) OHS named as the insured thereunder and (ii) Village named as additional insured thereunder. Such insurance shall include coverage for OHS's indemnification obligations hereunder. The minimum limits of liability under such policy shall be a combined single limit of not less than One Million Dollars (\$1,000,000) with respect to each occurrence, and Three Million Dollars (\$3,000,000) aggregate liability limit. Such policies of insurance shall be issued by an insurance company licensed to do business in Illinois. If any such insurance policy provides for a deductible, the deductible shall not exceed \$1,000. OHS shall deliver certificates of said insurance to Village prior to OHS's occupying the Space Area, said certificates to provide that thirty (30) days' prior notice shall be given to Village in the event of cancellation or non-renewal. All insurance maintained by OHS shall be on a primary and non-contributory basis to any insurance provided by Village. The limits of such insurance shall not, under any circumstances, limit the liability of OHS hereunder. OHS, on its behalf and on behalf of its insurer, hereby waives all rights of subrogation with respect to Village.

12. **Non-Exclusive Use.** The Non-Exclusive License granted hereunder is expressly non-exclusive and neither the payment of any amounts hereunder by OHS nor any other provision of this Agreement shall impair in any way Village's rights or ability to negotiate with any person with respect to the use by such person of the Village's Property, except to the extent of the rights specifically granted to OHS hereunder, including but not limited to those pursuant to the Exclusive License.

13. **Assignment.** Village shall not assign or sublicense its rights or delegate its duties under this Agreement (whether by operation of law, transfer of interest in OHS or otherwise).

14. **Waiver of Jury Trial.** OHS and Village hereby waive trial by jury in any action, proceeding or counterclaim brought by either of OHS or Village against the other on any matters whatsoever arising out of, or in any way connected with, this Agreement. If Village commences any summary proceeding against OHS, OHS shall not interpose any counterclaim of whatever nature or description in any such proceeding. Moreover, OHS shall not seek to consolidate such proceeding with any other action which may have been or may be brought in any other court by OHS.

15. **Access.** OHS acknowledges and agrees that Village and its respective officers, employees and agents shall have the right, from time to time throughout the Term, to enter any portion of the Village's Property to examine the same, and to make such repairs, alterations, improvements or additions as Village may deem necessary or desirable to the Village's Property (or any other portion of the thereof), including, structural modifications, or, with respect to Village, to make repairs or perform any work which OHS is obligated to make or perform under this Agreement, at OHS's sole cost and expense, which Village is entitled to make or may elect to perform following OHS's failure to so repair or perform. None of the foregoing shall give rise to any liability on the part of Village. Any work performed or inspections or installations made pursuant to this Section 15 shall be made with reasonable diligence and in a manner designed to minimize interference with OHS's use of the Village's Property.

16. **Ingress and Egress in OHS's Licensed Area.** OHS understands that Village, its officers, employees and agents, shall be permitted to pass through the Village's Property at any time and to make use of the Village's Property for any purpose Village deems appropriate so long as there is no unreasonable interference with OHS's access to the Space Area. OHS understands that Village may, from time to time, alter the path and routing to access the Space Area, but will, at all times, maintain access to the Space Area, subject to force majeure.

17. **End of Term of the License.** Upon the expiration or earlier termination of the Term of the License, OHS shall vacate the Licensed Area, in good order and condition, ordinary wear and tear excepted, and OHS shall remove the Cabins and all of its property therefrom. OHS acknowledges that occupation and use of the must cease upon the expiration or earlier termination of this License. The provisions of this Section shall survive the expiration or earlier termination of the Term of this License. If OHS fails to fulfill its obligations under this Section 17, Village shall have the right, in its sole discretion and without prejudice to any other remedy it may have under this Agreement or at law, or so much thereof as necessary, to satisfy OHS's obligations under this Section at OHS's sole cost and expense. The Village acknowledges that in the event that this agreement is terminated and the Cabins are removed from the Licensed Area, OHS would, most likely, seek to relocate them to the Humphrey House property and the Village is committed to working with OHS, to the extent practicable, to secure the necessary zoning approvals to do so.

18. **Limitation of Liability.** Village's obligations under this Agreement shall not be binding upon Village after the sale, conveyance, assignment or transfer by Village of its interest in the Village's Property and in the event of any such sale, conveyance, assignment or transfer, Village shall be and hereby is entirely freed and relieved of all covenants and obligations of Village hereunder; provided that such sale, conveyance, assignment or transfer occurs after the first full term of this Agreement. None of the Village Parties or OHS Parties (as defined in Section 24) shall be liable for the performance of Village's or OHS's obligations, respectively, under this Agreement. OHS shall look solely to Village

to enforce Village's obligations hereunder and shall not seek any damages against any of the Village Parties, and vice versa.

19. **Notice.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given to any party (i) upon delivery to the address of such party specified below if delivered in person or by courier, or if sent by certified or registered mail (return receipt requested), postage prepaid, (ii) upon dispatch if transmitted by telecopy or other means of facsimile, in any case to the parties at the following address(es) or telecopy number(s), as the case may be:

If to Village:

VILLAGE OF ORLAND PARK
14700 S. Ravinia Avenue
Orland Park, Illinois 60462
Attention: Village Manager
Facsimile No: (708) 403-6155
Telephone No: (708) 403-6153
Email: manager@orlandpark.org

If to OHS:

ORLAND HISTORICAL SOCIETY
9830 144TH Place, P.O. Box 324
Orland Park, Illinois 60462
Attention: _____
Facsimile No: _____
Telephone No: _____
Email: _____

or to such address (es) as any party may designate by written notice in the aforesaid manner.

20. **Governing Law/Amendments.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and may be amended or otherwise modified only by a written instrument duly executed by Village and OHS.

21. **Liens.** OHS shall permit no liens to be filed or recorded against the Village's Property or the Space Area by any supplier, laborer, contractor, or merchant with respect to services, labor or material contracted for or obtained by OHS. OHS shall hold Village harmless from and against all expenditures, disbursements or costs incurred by Village as a result of, or related to, any such lien or any notice of intent to file such a lien. For purposes of this Section 21, the filing or recording of a notice of intention to file such a lien shall be deemed to be the filing or recording of a lien.

22. **Indemnity.** Except as set forth in this Section 23 and to the extent not prohibited by law, Village, its officers, employees, agents, and independent contractors (collectively, the "Village Parties") shall not be liable for any damage either to person or property or resulting from the loss of use thereof, which damage is sustained by OHS or by other persons claiming through OHS. OHS shall indemnify, defend, protect and hold harmless Village Parties from any and all loss, cost, damage, expense and liability (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or

arising from any cause related to OHS's occupancy of the Village's Property and occurring in, on or about the Village's Property or any acts, omissions or negligence of OHS or any other person claiming by, through or under OHS and its respective affiliates, officers, members, agents, employees, and independent contractors (collectively, the "OHS Parties"), in, on or about the Village's Property or Space Area, either prior to, during or after the expiration of the Term, provided that the terms of the foregoing indemnity shall not apply to the gross negligence or willful misconduct of Village or the Village Parties. Should any Village Party be named as a defendant in any suit brought against OHS in connection with or arising out of an event covered by the foregoing indemnity, OHS shall pay to Village or such Village Party its costs and expenses incurred in such suit, including, without limitation its actual professional fees such as appraisers', accountants', and attorney's fees. Further, OHS's agreement to indemnify Village Parties pursuant to this Section 23 is not intended and shall not relieve any insurance carrier of its obligations under policies required to be carried by OHS pursuant to the provisions of this Agreement, to the extent such policies cover the matters subject to the parties' respective indemnification obligations; nor shall they supersede any inconsistent agreement of the parties set forth in any other provision of this Agreement. The provisions of this Section 22 shall survive the expiration or sooner termination of this Agreement with respect to any claims or liability occurring prior to such expiration or termination.

23. Hazardous Substances Indemnity; Prohibited Substances.

A. **General.** OHS covenants and agrees that OHS shall conduct its activities on the Village's Property and Space Area in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that neither OHS nor any of the OHS Parties shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Village's Property or Space Area. Without limiting any other indemnification obligations of OHS contained herein, OHS hereby agrees to protect, indemnify, defend (with counsel acceptable to Village) and hold harmless the Village Parties from and against any and all Losses and Claims (including, without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon, transported, stored, kept, discharged, spilled or released by OHS, any member of the OHS Parties or any other person or entity (except for any person or entity which is an Indemnified Party) in, on, under or from the Village's Property or Space Area. For purposes of this License Agreement, the term "**Hazardous Materials**" shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under or for which liability may be imposed by and Environmental Law. "Environmental Laws" shall mean all federal, state and local environmental laws, statutes, regulations, ordinances, and other requirements (including common law) regulating or imposing standards of care with respect to the handling, storage, use emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701 et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without

limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

B. **Notice of Violation/Release.** OHS shall provide Village with prompt written notice upon OHS's obtaining knowledge of the existence of any Hazardous Materials on, in or under the Villages' Property or Space Area in violation of Environmental Laws, or of any potential or known release or threat of release of any Hazardous Materials affecting the Leased Premises.

C. **Survival.** This Section shall survive the expiration or other termination or expiration of this Real Property License Agreement.

24. **Reservation of Rights to Evict.** Village expressly reserves any and all right to recover the Village's Property and Space Area, or institute unlawful detainer proceedings, as Village deems appropriate in its sole discretion, at any time after the expiration of the Term for OHS's occupation of the Village's Property and Space Area, and OHS shall remain liable for all actual damages provided in this Agreement whether or not Village elects to recover the Village's Property and Space Area in any manner permitted at law, in equity, or under this Agreement.

25. **Lost Keys.** If at anytime OHS loses any key to the Cabins, OHS shall be responsible for paying any and all costs incurred to change the locks.

26. **Rules and Regulations.** OHS will abide by the following rules and regulations:

- A. OHS shall not install any sign, placard, picture, advertisement, name or notice on any part of the outside of the Cabins without the prior written consent of Village. The Village agrees to replicate, to the extent practical, and replace the signs which were previously removed from the cabins by Village, at Village's sole expense.
- B. OHS shall exclusively provide for all cleaning and janitorial services for the Cabins and Space Area.
- C. If OHS requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with, Village's instructions in their installation.
- D. OHS shall comply with all safety and fire protection procedures and regulations established by Village or any other governmental agency.
- E. OHS assumes any and all responsibility for protecting the Cabins and Space Area from theft, robbery and vandalism, which includes keeping doors locked as well as other means of entry to the Cabins.
- F. Village, with the consult of OHS, reserves the right to make such other and reasonable rules and regulations as, in their judgment, may from time to time be needed for safety and security, for care and cleanliness of the Cabins and for the preservation of good order therein, OHS agrees to abide by all such rules and regulations hereinabove stated and any additional rules and regulations which are adopted.
- G. OHS shall be responsible for the observance of all of the foregoing rules by OHS's employees, agents, members, invitees and guests.

H. These rules and regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of this Real Property License Agreement.

27. **Partial Invalidity**. If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

28. **Entire Understanding**. This Agreement and the agreements referred to herein constitute the entire understanding and shall not be changed, altered, modified or discharged, except in writing consented to by all parties.

29. **OHS Artifacts**. The Parties acknowledge, understand and agree that with respect to the OHS Artifacts that were or are located in the Cabins, or that were or are otherwise are owned by OHS, as follows :

- a. OHS on behalf of itself, its successors and assigns does hereby covenant and agrees, to waive, release and hold the Village and the Village's former, current and future officials, Board of Trustee members, officers, servants, employees, agents, volunteers successors and assigns, both in their capacities as Village representatives and as individuals, harmless from and against any loss, actions, responsibilities, obligations, liability, damage (whether direct or consequential), expenses, claims (whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future), suits, or proceedings arising under or relating to any damage or destruction to, or disposal of any OHS Artifacts, or any one of them, for any acts or omissions taken up to the date of this Agreement. The provisions of this sub-section shall survive the expiration or earlier termination of the Term of this License.
- b. The OHS and Village have jointly identified and catalogued the OHS Artifacts
- c. OHS shall allow Village, to display any of the OHS Artifacts not then being displayed by OHS, by mutual agreement, but Village shall have the final decision on the arrangement of all Village exhibits and displays and reserves the right to reject any or all parts of an exhibit or change the manner of display. The Village does not accept responsibility for ensuring that all points of view are represented in any single display. Village reserves the right to remove any Village display at any time for any reason.
- d. If the Village displays one or more of the OHS Artifacts, the Village will acknowledge that it is on loan from the OHS as part of the display but the display of OHS Artifacts does not imply Village's endorsement of an display's content; nor will the Village accept responsibility for the accuracy of statements made in such materials or the display and the Village reserves the right to post appropriate disclaimers to accompany the display materials.

- e. OHS gives Village permission to allow the OHS Artifacts to be included in any motion picture, television production, photographs and/or still photo shoots and hereby grants to the Village the right to use any photographs, pictures and recordings of the OHS Artifacts for publication and use as the Village deems appropriate. In addition, the OHS gives permission to the Village, to exhibit all or any part of film or photographs throughout the world provided that all aforementioned uses, credit is provided to OHS for ownership of the OHS Artifacts.
 - f. The Village agrees to offer storage for any of the OHS Artifacts that neither OHS nor the Village are actively displaying, but OHS shall have no obligation to accept such offer.
 - g. The Village assumes no responsibility for the safety of any items placed on display or placed in storage and assumes no responsibility for loss, theft, damage or destruction of items left for display. Items on display in a Village building or facility are provided the same security as the Village's collection and equipment. Insurance covering the value of the display will be the responsibility of the OHS.
 - h. The OHS acknowledges that no bailment is intended by this Agreement.
30. **Humphrey House.** The Village agrees to continue mowing the lawn of OHS's Humphrey House, located at 9830 W. 144th Place, Orland Park, during the term of this Agreement.
31. **Third Party Beneficiary.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the Village and Village, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village or Village, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Village. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.
32. **Limitation of Liability Regarding Governmental Officials.** No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the corporate authorities, any elected official, officer, partner, member, director, agent, employee or attorney of the Village, in his or her individual capacity and no elected official, officer, partner, member, director, agent, employee or attorney of the Village shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

VILLAGE
VILLAGE OF ORLAND PARK
 an Illinois home rule municipal corporation

By: _____
 Name: Keith Pekau

Title: Village President

OHS
ORLAND HISTORICAL SOCIETY,
an Illinois not-for-profit corporation

By: _____
Name:
Title:

EXHIBIT A
VILLAGE'S PROPERTY

The South 20 acres of the West ½ of the Northeast ¼ of Section 9, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois; and the North 20 acres of the West ½ of the Southeast ¼ of Section 9, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT B

SPACE AREA

(See attached diagram.)

Legend

 Space Area

0.02 Acres



W 146TH ST

WEST AVE

W 147TH ST

WEST AVE



EXHIBIT C

OHS ARTIFACTS CURRENTLY IN POSSESSION OF THE VILLAGE

EXHIBIT C – OHS ARTIFACTS

Textiles

1A/a-b Child shoes
1B/a-b Child shoes
1C Child dress
1D Child dress
1E/a-b Child shoes
1F Child moccasin
1G/a-b Child shoes
1H Child dress
1I Child dress
1J Child dress
1K Child dress
1L Child dress
1M Child dress
1N Child dress
1O Child bonnet
1P/a-b Baby binder
1Q Baby binder
1R Baby binder
1S Baby binder
1T/a-b Baby booties
1U Child shirt
1V Child dress
1W Child dress
1X Bonnet
5A Edwardian hat
24A-B Wedding dress
28 Sampler
50B Apron
55B Men's jacket
55C Men's jacket
75A Lingerie dress
75B Woman's jacket
75D Woman's slip
75G Dust cover
75F Shawl
75H Scarf
86J/a-b Spat
94 WWII uniform pants
95/2A Nightgown
121G Apron
121J Apron
121K Apron
121M Dress
121D House dress

EXHIBIT C – OHS ARTIFACTS

121E Blouse
121F Skirt
121H House dress
121I Blouse
121L House dress
137A Dress
137B Dress
137C Dress (poor condition, shattered silk)
137D Dress (poor condition, shattered silk)
170/1A-B Wedding dress
170/2 Petticoat
170/3 Belt
170/4 Dress
170/5 Belt
170/6A-B Shoes
170/7 Slip
171 Wedding dress and train
171C Wedding veil
230/36a-b Mittens
230/G23 Bib
230/G26 Bib
230/G28-30 Bib
230/G31 Hat
230/G32-33 Bonnet
230/G34a-b Booties
230/G35a-b Booties
230/G4 Children's dress
230a Quilt
230b Quilt
230c Quilt
230G/5-6 Child robe
230G/7 Baby blanket
230G/9-10 Baby blanket
230G/12 Child coat
230G/21a-b Child shirt and shorts
230G/37a-b Booties
230G/38a-b Booties
256P Scarf
256Q American Legion bib
256R American Legion patch
256S American Legion patch
256V American Legion patch
256W American Legion patch
256X American Legion patch
256DDD American Legion jacket

EXHIBIT C – OHS ARTIFACTS

256LLL American Legion cap
256NNN American Legion cap
257AAA Cocktail dress
257CCC Dress
257XX Dress
257YY Dress
274A Girl Scout quilt
274C Quilt binder
274D Quilt patch
275E Crampon
284E U.S. quartermaster uniform hat
292A/1 American Legion jacket
292A/2 American Legion pants
293 VOP banner
294 Night cap
325A Dress
325B Child night nightgown
325C Child night shirt
325D Child nightgown
345A Men's jacket
345B Men's pants
376B American Legion cap
376C American Legion cap
376D American Legion cap
396A Fire dept. cap
396A/1 Fire dept. cap
396C Bonnet
396E Cavalry uniform hat
396II Home sweet home textile
417/2 Sham
417/3 Sampler
417A Chemise
417B Dress
417C Dress
417D Slip
417E Night cap
417G Nightshirt
417H Nightshirt
417I Nightshirt
417J Nightshirt
417K Blouse
417L Kerchief
417M Fedora
417N Fedora
417O Blouse

EXHIBIT C – OHS ARTIFACTS

417W Umbrella
431A Fire dept. cap
CCC257 Dress
HO344/003 Parasol
HO544/001 Umbrella
HO544/001 Umbrella (poor condition, shattered silk, duplicate number)

Archives

3A-B Receipts
7 Book
11 Advertisement
19A Book
20A-C Yearbooks
22 Book
22/1 Charter
22/2 Minutes
22/3 Budget
22/4-5 Record books
22/6a-b Lists
33 Ledger
47B Diploma
47C Certificate
48 Photo album
48/1-3 Photograph
48/4-5 Postcards
48/6 Greeting card
48/7-19 Photographs
48/21-50 Photographs
54 Diploma
86B Baptismal Certificate
86C-E Diploma
86F Certificate
86G Diploma
86H-I Certificates
87 Book
111A Book
155A Pamphlet
155J/a Catalog
155J/b Advertisement
155K-M Catalogs
155M/b Order form
155N/a-c Catalogs
155O-W Catalogs
155X Index

EXHIBIT C – OHS ARTIFACTS

155Y-Z Catalogs
164/1a-2a Photographs
174 Certificate
175A Invitation
175B Receipt
191A Scrapbook
210C Book
235 Book
236D-E Letters
236F Pamphlet
236G/a-b Advertisement
236H Brochure
236I Mail
236J Pamphlet
236M Advertisement
236P List
246I Pamphlet
256/1 Diploma
256/2 Minutes
256/3 Certificate
256/4 Receipt
256/5 ID card
256/6 Invitation
256/7a Program
256/7b Application
256A-D Tickets
256E-G Membership cards
256ggg/1-2 Certificates
256H Notebook
256H/a Scrapbook
256H/b Program
256H/c Letter
256I Letter
256J Manual
256L Newsletter
256M Poster
256M/1-4 Letters
256N Letter
256O Receipt
256O/15-235 Letters
256p1-3 Books
256Y Bookmark
257/8 Souvenir
257aa Coupon book
271/1 Book

EXHIBIT C – OHS ARTIFACTS

292B Ledger
292C-D Record book
292E/1-6 Receipts
292F-H Record books
292I-L Certificates
292M-Q Certificates
292R Photograph
292G/8 Scrapbook
315B Certificate
326B Daguerreotype
335 Tool
373A-C Newspapers
373A/1-2 Advertisements
373A/3 Postcard
373A/4 Advertisement
373A/5-8 Postcards
373A/9 Brochure
373A/10 Newspaper
373A/11 Brochure
373A/12-17 Advertisements
373A/18-19 Brochures
373A/20-54 Advertisements
373A/55 Brochure
373A/56-59 Advertisements
373A/60 Brochure
373A/61-62 Advertisements
373A/63-70 Greeting cards
373A/71-91 Advertisements
373A/92-93 Greeting cards
393A/94 Brochure
393A/95 Advertisement
393A/96-98 Schedules
373A/99-107 Advertisements
373A/108 Brochure
373A/109-117 Advertisements
373A/118 Brochure
373A/119-123 Advertisements
374/1 Inventory
374ee Ballot
374P Album
374p/1 Tintype
374p/2-7 Photographs
374p/8 Tintype
374p/9 Photograph
374p/10 Tintype

EXHIBIT C – OHS ARTIFACTS

374p/11-12 Photograph
374p/13 Tintype
374p/14 Photograph
374p/15-16 Tintype
374p/17-23 Photograph
374p/24 Tintype
374p/25 Photograph
374s/1-16 Postcards
374s/18-119 Postcards
374s/185-276 Postcards
395A Photograph
396UU-VV Photograph
396III Photograph
396F/1 Ledger
396F/2 Advertisement
396F/3 Ledger
396G/1 Scrapbook
396G/2-3 Notes
396G/4-6 Scrapbooks
396G/7 Certificates
396G/9 Scrapbook
396gg Blueprint
396H Book
396jj Book
396nn Diploma
398 Newsletter
417/1-2 Magazine
417/4 Pamphlet
417/4f Pamphlet
417/4h Instruction book
417/4j Record book
455B Ballot
467A Rocking chair
469B Book
469B/1-2 Papers
469C Book
475B Directory
HO023 Photograph
HO024/1-2 Photographs
HO144 Tablet
HO397 Map
HO545/1-53 Stereographs
HO600/001-004 Engravings

EXHIBIT C – OHS ARTIFACTS

3-Dimensional

9 Wagner matchbox
10A/1-2 Ivory china plates
10B/1-2 Glass jars
10C Cup
10D Fragment
12A-B Fragments
22A-B PTA pins
26 Highchair
42 Scythe
65M/1-3 Last with pieces
68 Hammer
70 Hayfork
94 Loebe bowl
95G Christ Lutheran Church commemorative pin
95H Mayor Doogan pin
182A Sad iron
182AA Sad iron
182B/a-b Sad iron
182BB/a-b Sad iron
182C Sad iron
182CC/a-b Sad iron
182D Sad iron
182D/K Sad iron
182DD Sad iron
182E Sad iron
182 EE Sad iron
182F Sad iron
182G Sad iron
182GG Trivet
182H Sad iron
182H/1 Sad iron
182HH Trivet
182I/a-b Sad iron
182II Sad iron
182J Sad iron
182J/2 Sad iron
182JJ Sad iron
182KK Sad iron
182L Sad iron
182L/2 Sad iron
182LL Sad iron
182M Sad iron
182M/1 Sad iron

EXHIBIT C – OHS ARTIFACTS

182MM/a-b Sad iron
182N Sad iron
182NN Stove lifter
182P Stove lifter
182PP Sad iron
182Q Sad iron
182QQ Sad iron
182QQQ Stove lifter
182RR Sad iron
182S Stove lifter
182SS Sad iron
182TT Iron toy
182U/a-b Sad iron
182UU Iron toy
182V Sad iron
182VV/a-b Iron toy
182W Sad iron
182WW Iron toy
182X/1 Trivet
182XX Trivet
182Y Trivet
194 Snuffbox
229/1 OP Senior Citizens Gavel
230A/1-2 Kerosene lamp
230B-C Bowl and pitcher
230E Butter paddle
230G/41 Baby thermometer
230G/42 Baby rattle
230O Potato masher
256/1 American Legion pin
256/3 American Legion pin
256/5-9 American Legion pins
256/10 American Legion badge
256/11-16 American Legion pins
256k American Legion plastic insignia
256T/1-7 American Legion donation containers
256T/10-11 American Legion plaques
256T/12 American Legion cigarette case
256T/13 American Legion pin
256T/15a-b American Legion coasters
256T/16a-b American Legion coasters
256LLL/a American Legion pin
256LLL/b American Legion pin
256LLL/c American Legion pin
256LLL/d American Legion pin

EXHIBIT C – OHS ARTIFACTS

256LLL/e American Legion pin
256LLL/f American Legion pin
256LLL/g American Legion pin
256LLL/h American Legion pin
256MMM American Legion cap
256MMM/a American Legion pin
256MMM/b American Legion pin
256NNN/a American Legion medal
333A Ceramic jar
333C Shaving mug
345 Hand cultivator
374BB Needlework box
376B/a-b American Legion pins
376D/a American Legion pin
396A Flask
396F Davidson thermometer
396HH Glass OP souvenir
396ii OP souvenir
417 Needlework box
417/4a-r Sewing kit
417ii PTA pin
HO007 Secretary desk
HO015/001-002 Candelabras
HO015/002 Saucer (duplicate number)
HO020/001-002 Paintings
HO027 Painting
HO28 Candy dish
HO029 Jar
HO030 Vase
HO32 Figurine
HO33 Thermometer
HO034/001-002 Inkwell
HO035/001-002 Paperweight
HO035/003 Hairbrush
HO036 Pillbox
HO039 Figurine
HO040 Plaque
HO042 Vase
HO043 Statue
HO044 Mug
HO045/001-010 Spoons
HO046 Watch
HO047/001 Souvenir
HO047/001-002 Holiday decoration
HO049/001-002 Holiday decoration

EXHIBIT C – OHS ARTIFACTS

HO052 Jewelry box
HO053 Ashtray
HO054 Chalice
HO055 Cigarette case
HO55/002 Brush
HO056 Match holder
HO059 Vase
HO060 Jewelry box
HO061/001-012 Spoons
HO062 Finials
HO063 Tin
HO071/001-006 Artwork
HO072/001-006 Cruet bottles
HO072/007 Cruet
HO073/001 Coffee decanter
HO073/002 Coffee dispenser
HO074/001 Candlestick
HO075/001-002 Decanter
HO076/001-002 Plant holder
HO077 Vase
HO077 Serving dish (duplicate number)
HO077a Serving Bowl
HO078 Toast rack
HO079 Butter knife
HO079 Butter tray (duplicate number)
HO080 Bowl
HO081 Bowl
HO082/001 Teapot
HO082/002 Sauce bowl
HO082/001-002 Creamer and sugar dish (duplicate number)
HO084 Gravy bowl
HO084/001 Coffee dispenser
HO084/002 Cream pitcher
HO085 Tea kettle
HO085/002 Sugar bowl
HO087 Candy dish
HO088/001-002 Napkin rings
HO089 Jar
HO090 Bowl
HO091 Ice bucket
HO092 Serving tray
HO093/001 Cruet
HO093/002-005 Cruet bottles
HO094/001-011 Knives
HO094/012-016 Soup spoons

EXHIBIT C – OHS ARTIFACTS

HO094/017-029 Forks
HO094/030-032 Butter knives
HO094/034 Serving spoon
HO094/036-040 Knives
HO094/041-048 Soup spoons
HO094/052-053 Soup spoons
HO094/054-056 Spoons
HO094/058-059 Spoons
HO094/060-061 Forks
HO094/063-065 Forks
HO095 Container
HO095/001 Cream pitcher
HO098 Box
HO099 Bell
HO101 Vase
HO102/001-002 Salt and pepper shakers
HO104 Serving tray
HO105/001-004 Salt and pepper shakers
HO106 Toast tray
HO107/001 Condiment holder
HO107/002 Serving tray
HO108/001 Sugar bowl
HO108/002 Cream pitcher
HO109 Plate
HO110 Serving tray
HO111 Serving tray
HO112 Cream pitcher
HO113 Candelabra
HO114/001-006 Condiment bottles for cruet
HO115 Bowl
HO116 Serving tray
HO118 Serving tray
HO120 Plate
HO120/001 Serving tray
HO121 Serving tray
HO122 Serving tray
HO123 Napkin ring
HO125 Napkin ring
HO126/001 Spoon
HO126/007 Small fork
HO126/008-009 Spoons
HO126/011-024 Spoons
HO126/028-034 Sugar spoons
HO126/036 Spoon
HO126/038 Baby spoon

EXHIBIT C – OHS ARTIFACTS

HO127/001-005 Serving spoons
HO127/006-019 Knives
HO127/020-025 Forks
HO127/026-028 Soup spoons
HO127/029-032 Forks
HO127/034-041 Forks
HO127/049-058 Forks
HO127/059-062 Spoons
HO127/064-068 Tea spoons
HO127/071-076 Forks
HO127/085 Scoop
HO127/086 Tongs
HO127/082-083 Lids
HO128/001 Knife sharpener
HO128/002 Carving knife
HO128/003 Knife
HO129 Game pieces
HO130a-b Eyeglasses
HO131/1-2 Watches
HO134 Ring
HO135 Broach reamer
HO136 Watch
HO137 Cigarette case
HO137/2-4 Cigarette cases
HO138/1a-b Jewelry
HO138/2a-b Jewelry
HO138/3a-b Jewelry
HO138/4a-b Jewelry
HO138/5a-b Jewelry
HO138/6a-b Jewelry
HO138/7a-b Jewelry
HO138/8-9 Jewelry
HO138/10a-c Jewelry
HO139/1 Bracelet
HO139/2-3 Jewelry
HO140 Hand mirror
HO141 Tea strainer
HO142/1-5 Military pins
HO142/6 Charm
HO142/7 Military pin
HO143 Pouch
HO144 Decanter
HO145 Medal
HO148 Charm pendant
HO149/001-002 Small decanter

EXHIBIT C – OHS ARTIFACTS

HO151/001 Decanter
HO151/002-007 Drinking glasses
HO152/002 Cake server
HO153 Candy dish (duplicate number)
HO153/001-006 Collector plates
HO154/001-012 Tumbler glasses
HO155 Decanter
HO156-157 Oil dispensers
HO159 Candy dish
HO160/001-012 Wine glasses
HO162 Figurine
HO163 Ice bucket
HO164/001-005 Punch cup
HO165/001-002 Punch bowl and stand
HO166 Bowl
HO167 Dish
HO168 Candy dish
HO169 Dish
HO172 Dish
HO173 Vase
HO174 Butter dish (duplicate number)
HO174/001-002 Platter
HO174/003 Serving bowl
HO174/004a-b Serving bowls
HO174/005a-b Gravy dish
HO174/006 Bowl
HO174/007-016 Plates
HO174/009 Coffee cup (duplicate number)
HO174/018-030 Plates
HO174/031-035 Soup bowl
HO174/037-042 Soup bowls
HO174/043-049 Salad plates
HO174/051-052 Salad plates
HO174/053-059 Dinner plates
HO174/060 Saucer
HO174/062-065 Saucers
HO175/001-011 Saucers
HO175/012-017 Coffee cups
HO175/018 Coffee cup
HO175/019-021 Dessert plates
HO175/023 Lid
HO176/001-011 Plates
HO177/001-009 Dinner plates
HO178/001 Serving platter
HO178/002-006 Dessert plates

EXHIBIT C – OHS ARTIFACTS

HO178/003 Salad plate (broken, duplicate number)
HO178/004-010 Tea cups (some duplicate numbers)
HO178/012 Tea cup
HO178/013-021 Salad plates
HO178/035-045 Saucers
HO178/1002a-b Soup tureen
HO184 Game
HO191/001-013 Collector plates
HO195/1-7 Saucers
HO197/001-002 Doll cup and saucer
HO201 Plate
HO202/001-004 Saucers
HO203/001 Teacup
HO203/002 Cup
HO203/003 Teacup
HO204 Vase
HO205/001-005 Dish
HO205/006-009 Small bowls
HO210 Vase
HO210/B1-3 Records
HO212/001-002 Wine glasses
HO213/001-003 Wine glasses
HO214 Wine glass

HO215 Wine glass
HO216/001-006 Wine glasses
HO218/001-010 Punch cups
HO220/001-004 Cordial glasses
HO221/001-002 Sherry glasses
HO222/001-005 Glasses
HO223/001-003 Glasses
HO224/001-004 Cordial glasses
HO225/001-005 Cocktail glasses
HO226 Glass
HO227/001-011 Martini glasses
HO230b-c Pitcher and bowl
HO232/001-004 Ice cream cups
HO232/006 Pitcher
HO232/007 Cream pitcher
HO232/008a-b Sugar bowl
HO232/009 Candy dish
HO232/010a-b Sugar bowl
HO232/010 1-2 Saucers (duplicate number)
HO232/011 Cream pitcher
HO232/012a-b Sugar bowl

EXHIBIT C – OHS ARTIFACTS

HO232/013 Toast rack
HO232/014 Cup
HO234-238 Collector plates
HO240-244 Collector plates
HO245/001-006 Spoon holders
HO246a-b Container
HO247/001-005 Dish
HO248 Sugar shaker
HO249 Serving bowl
HO250 Oil dispenser
HO251/001-006 Cups
HO252/001-010 Dessert bowl
HO253/002-003 Light shades
HO254/001-006 Small bowls
HO255/1-2 Ramekin dishes (duplicate number)
HO255-256 Jars
HO259a-b Saucer (Broken, 2 pieces)
HO260/001a-b Sugar bowl
HO260/002 Cream pitcher
HO261/001-004 Light shades
HO270 Vase
HO274 Kerosene lamp
HO315 Food mixer
HO333 Rolling pin
HO341/1-3 Cookware, mold
HO343/1-2 Baking pans
HO351 Bed pan
HO356/1-5 Bed rails, headboard, and footboard
HO359/1-2 Head and footboard
HO360 Book shelf
HO368 Floor lamp
HO369 Dresser
HO370/001-005 Light shades
HO371/001-002 Light shades
HO375 Grooming set
HO376 Vase
HO377 Perfume bottle
HO377/1 Bottle
HO378 Chandelier
HO379 Jardinière
HO383 Mirror
HO386/1-2 Indian pins
HO387/1-2 Tennis rackets
HO388/a-b Ice skates
HO389 Saddle

EXHIBIT C – OHS ARTIFACTS

HO393 Mirror
HO394/1-2 Cups
HO396 Lithograph
HO400 Mirror
HO403 Bridle
HO404 Whip
HO407 Game
HO411 Jar
HO412-415 Razors
HO417 Can
HO418 Tin
HO419 Can
HO429 Brush
HO430/1 Inkwell
HO430/2 Ink blotter
HO430/3 Brush holder
HO432 Bust
HO433 Basketball hoop
HO435 Game board
HO438-439 Games
HO441 Baseball
HO442/1-2 Saltshakers
HO443 Toy
HO445 Rein
HO446/1-2 Belts
HO447 Mirror
HO449 Razor
HO451 Buttonhook
HO452 Compact
HO453/1-2 Bookends
HO454 Box of pocket knives
HO455 Clothing brush
HO456 Jewelry
HO459 Toy
HO464 Lithograph
HO465 Painting
HO466 Lithograph
HO472 Knife sharpener
HO473 Tool sharpener
HO475 Cigarette case
HO476 Smoking pipe
HO479 Alarm clock
HO480 Cigarette holder
HO486 Mirror
HO495 Sewing machine

EXHIBIT C – OHS ARTIFACTS

HO497 Humidor
HO501 Painting
HO502 Lithograph
HO506 Crystals (for a chandelier)
HO506/001-002 Candlesticks
HO507 Candleholder
HO508/001-002 Vases
HO513 Luggage rack
HO515/001-006 Dining chairs
HO519 Sewing table
HO522/1-4 Lithographs
HO524 Painting
HO525/1 Mirror
HO525/2-3 Hair combs
HO525/4 Clothing brush
HO525/5 Scalp brush
HO525/6 Shoe brush
HO526 Collector plate
HO527 Jewelry box
HO529 Painting
HO531/001-002 Vases
HO532 Serving bowl
HO533 Ring dish
HO541 Lithograph
HO545 Stereoscope
HO546 Table lamp
HO549 Candy dish
HO550/004a-b Chamber pot
HO552 Basin
HO553 Decanter
HO554/001 Brush
HO554/005-006 Brushes
HO554/007 Hair comb
HO556 Toy
HO557 Hand mirror
HO558 Dresser
HO559/001-002 Tin canisters
HO563 Razor
HO564 Doll
HO565 Scissors
HO568 Tray
HO569 Radio
HO570 Tobacco box
HO574 Mirror
HO575 Cane chair

EXHIBIT C – OHS ARTIFACTS

HO576 Luggage rack
HO576 Dresser mirror (duplicated number)
HO583 Painting
HO584/001-002 Candlesticks
HO585/001-002 Candlesticks
HO586/001-003 Vases
HO587 Platter
HO588a-c Hair pins
HO589 Jewelry box
HO591 Painting
HO593 Phonograph
HO595 Mirror
HO596 Phonograph
HO597 Typewriter
HO598 Film editor
Mid-19th-century Pennsylvania Armoire (no number, was in cabin)