

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (hereinafter referred to as the "REA") is made as of the ____ day of _____, 2026, by and between (i) 8801 W. 143rd HOLDINGS, LLC., an Illinois Limited Liability Company ("Holdings") and (ii) VILLAGE OF ORLAND PARK, an Illinois home rule municipal corporation ("Village").

RECITALS

A. The Village is the Purchaser from Holdings of a certain parcel of land situated in the Village of Orland Park, County of Cook, State of Illinois more particularly described on attached and incorporated Exhibit A ("Village Parcel").

B. Holdings is the current owner of the Village Parcel as well as a certain parcel immediately adjacent to the Village Parcel, more particularly described in attached and incorporated Exhibit B ("Holdings Parcel").

C. The Holdings Parcel and the Village Parcel are collectively referred to as the "Parcels" and together are referred to as the "Whole".

D. The Parties desire to provide for the reciprocal use for ingress and egress of that portion of the Whole coming south off of West 143rd Street and designated on Exhibit C as "Ingress and Egress hereby granted" and referred to as the Reciprocal Easements or Easement Area. In that regard the Parties desire to assure and create certain rights, privileges, obligations and duties and to impose certain restrictions and covenants upon the respective Parcels.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises, covenants and agreements contained in this REA, the Parties agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1 Permittees

"Permittees" means all Occupants and their respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees and concessionaires.

Section 1.2 Person

"Person" or "Persons" means individuals, partnerships, associations, corporations and any other form of business or governmental organizations, or one or more of them or combination of them.

ARTICLE II
EASEMENTS

Section 2.1 Documentation

For purposes of this REA , the following will apply:

(a) All rights, privileges and easements granted by this REA are, unless provided otherwise, irrevocable and for the benefit of each of the Parties and their respective heirs, representatives, successors and assigns as owners of their respective Parcels.

(b) These reciprocal easements exist by virtue of this REA, without the necessity of confirmation by any other document.

Section 2.2 Easements for Use of the Whole

(a) Each Party hereby grants to the other Party the portion of the Easement Area on its Parcel for the benefit of the other Party's Parcel for:

- (1) ingress to and egress to and from the other's Parcel; and
- (2) ingress and egress to and from 143rd Street; and
- (3) circulation and passage of vehicles; and
- (4) circulation, passage and accommodation of pedestrians.

Provided, however, such easements are limited to such portions of the Whole as are authorized for such use pursuant to this REA.

(b) Enjoyment of the easements granted by this Agreement shall commence on the effective date of the Agreement.

Section 2.4 No Dedication of Easement and Benefit to Permittees

Nothing contained in this REA, including the grant of the Reciprocal Easements, shall be deemed to constitute a dedication of either Parcel, or any portion or portions of either Parcel, to any agency or to the general public. Neither may it be construed to create any rights in or for the benefit of any Person other than Holdings and the Village. It is the intention of the Parties that this REA shall be strictly limited to and for the purposes expressed in the REA. Holdings and/or Village may, however, extend the benefit of the Reciprocal Easements to each of its Permittees.

Section 2.5 Right to Grant Private Easements and Easements to Utility Companies

Nothing in this Agreement shall limit the right of either Party to grant easements to any governmental unit, public body and/or utility company for the construction, installation, operation, maintenance, repair, relocation, modification, extension or alteration of sanitary sewers, storm drainage systems, fire protection installations, gas, water, power and telephone lines, mains and trunks in its Parcel (so long as 30 days' written notice has been given to the other Party and such utility lines are installed underground and so long as no such easement affects, limits, or interferes with the use of either Parcel).

ARTICLE III
MAINTENANCE, REPAIR AND
RESTORATION: EASEMENT AREA AND PARCELS

Section 3.1 Maintenance of Easement Area

(a) Each Party shall operate, maintain, keep, repair and replace or cause to be operated, maintained, kept, replaced and repaired all the Easement Area located in, on, under, over, through or about such Party's Parcel. Likewise, each Party shall use diligent efforts to keep the same, or cause the same to be continuously kept, in good condition and repair, in a safe and sound condition, and clean and free of rubbish, debris and hazards in accordance with practices prevailing in first-class properties in the Chicago Metropolitan Area. Each party shall observe any and all laws, rules, ordinances, regulations or orders of any governmental or quasi-governmental authority having jurisdiction over all or any portion of the Parcels. Such obligations shall include, but shall not be limited to, the following services and standards:

1) Inspection, maintenance, repair and replacement of sidewalks, driveways, entrances, exits, curbs, parking lots and other Improvements in a smooth and evenly covered condition with the type of originally installed surface material (to the extent reasonably possible) or such substitute as shall be in all respects better or equal in quality, appearance and durability to such original surface material;

2) Payment of all electrical, water and other utility charges or fees for services furnished to the Easement Area and Parcels;

3) Snow removal, when and if necessary, and sweeping and removal of rubbish and debris as reasonably required to keep the Easement Area and Parcels clean and free of litter and debris; and

(b) Each Party shall pay for all of the costs and expenses of performing its obligations with respect to the Easement Area located on such Party's Parcel.

(c) The Parties may decide between themselves as to a shared maintenance responsibility for the Easement Area.

Section 3.2 Failure of Performance

If any Party fails to perform or cause to be performed any of its duties or obligations provided in this REA (such failing Party is hereinafter referred to as the "Failing Party"), the other Party (such Party is hereinafter referred to as the "Curing Party"), may at any time give a written notice to the Failing Party setting forth the specific failure to comply with this REA. If such failures are not corrected with reasonable promptness and in any event, within thirty (30) days after receipt of such notice, or if such failures are such that they cannot be corrected within such time and the Failing Party fails to commence the correction of such failures within such period and diligently prosecute the same thereafter, then, in either such event, the Curing Party shall have the right to correct such failures, including the right to enter upon the Failing Party's Parcel to correct such failures, at the cost of the Failing Party. In any event, the Failing Party shall pay any amounts so expended, with interest.

ARTICLE IV
INSURANCE

Section 4.1. Duty to Carry Casualty and General Liability Insurance

Each Party shall carry (or cause to be carried) policies of all-risk property and general liability insurance for the Easement Area on the effective date of this REA. The Parties may decide between themselves as to sharing in a single policy for coverage of the Easement Area.

Section 4.2 General Requirements for Policies

All policies carried under Section 4.1 shall be:

- (a) carried with financially responsible insurance companies licensed or approved to conduct business in the State of Illinois; and
- (b) with limits of not less than \$5,000,000 for death and bodily injury, personal liability and property damage.

IN WITNESS WHEREOF, each Party has caused its duly authorized officers to sign and seal this REA as of the day and year first above written.

VILLAGE OF ORLAND PARK, a municipal Corporation

8801 W. 143rd HOLDINGS, LLC.,
an Illinois Limited Liability Company

By: _____
Its Village Manager

By: _____
Its: _____ Managing _____

ATTEST:

By: _____

Village Clerk

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____ of 8801 W. 143rd Holdings LLC, an
Illinois Limited Liability Company.

Notary Public

My Commission Expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____ Village President of Village of Orland Park, a
municipal corporation, on behalf of said corporation.

Notary Public

My Commission Expires: _____

INSTRUMENT DRAFTED BY AND
WHEN RECORDED RETURN TO: