

ACCESS AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of May, 2021, by and between ORCHARD HILL BUILDING COMPANY, an Illinois partnership, as sole beneficiary and agent for Standard Bank and Trust Company, not personally but as Trustee under Trust Agreement dated April 18, 1966, and known as Trust Number 2860 (the "OWNER") and the VILLAGE OF ORLAND PARK, an Illinois municipal corporation (the "VILLAGE");

WITNESSETH:

WHEREAS, the OWNER is the legal title holder and sole owner of the following described real estate (the "PROPERTY"):

The west 817.50 feet of the west half of the northeast quarter of Section 30, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois (except such part as has been conveyed to the VILLAGE as identified on the Plat of Survey attached hereto and made a part hereof as EXHIBIT A, the "VILLAGE PARCEL");

and

WHEREAS, the VILLAGE has contracted with Schwartz Construction Group, Inc. (the "CONTRACTOR") to add a dam and otherwise complete certain construction work to increase storm water storage capacity on the VILLAGE PARCEL described in EXHIBIT A to serve the Grasslands development to the east and the future development by OWNER of the presently vacant adjacent PROPERTY; and

WHEREAS, the CONTRACTOR requires access to the construction site over and across the PROPERTY which access is agreeable to OWNER pursuant to the terms and conditions of this ACCESS AGREEMENT.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the OWNER and the VILLAGE agree as follows:

1. Recitals. OWNER and VILLAGE acknowledge that the foregoing recitals are true and correct and are hereby incorporated into this ACCESS AGREEMENT as if fully set forth herein.
2. Grant of Access. OWNER does hereby grant to the VILLAGE, the CONTRACTOR, the CONTRACTOR'S employees, authorized agents and subcontractors, and the VILLAGE'S authorized employees and agents, the right to enter upon the PROPERTY for a period of time not to exceed one hundred

fifteen (115) days following commencement of construction, unless such time period is extended by OWNER in writing, in order to access the VILLAGE PARCEL as described in EXHIBIT A for the purposes of constructing, laying, installing, operating and inspecting a dam and other related appurtenances necessary to increase the storm water storage capacity on the VILLAGE PARCEL.

3. Limit On Grant of Access. The VILLAGE'S access, and that of the CONTRACTOR, shall be restricted to the entrance depicted by the yellow arrow and extending southward from 167th Street over and across the PROPERTY to the VILLAGE PARCEL, as the entrance is depicted on EXHIBIT B attached hereto and made a part hereof.
4. Protection of the PROPERTY. The VILLAGE shall cause the CONTRACTOR to repair, replace and/or restore any damaged area (s) of the PROPERTY to the condition existing before any such damages resulting from the VILLAGE's, and the CONTRACTOR'S, constructing, laying, installing, operating and inspecting activities engaged in pursuant to this ACCESS AGREEMENT.
5. Indemnification of OWNER. The VILLAGE shall fully indemnify and hold OWNER harmless from any liability, claim, suit, or cause of action (including reasonable attorney's fees and costs of defense) resulting from any property damage, personal injury or death caused by the VILLAGE'S or the CONTRACTOR'S activities as contemplated by this ACCESS AGREEMENT, and including any such liability, claim, suit, or cause of action resulting from the negligence or willful misconduct of the VILLAGE, the CONTRACTOR, their employees agents, subcontractors, successors and/or assigns in exercising its or their rights under this ACCESS AGREEMENT.
6. Rights Reserved. The access rights granted herein are non-exclusive in nature and are subject to all matters of record. OWNER shall have the right to use the access area, or any portion thereof, for any purpose so long as the full use and enjoyment of the access rights granted herein in favor of the VILLAGE and CONTRACTOR are not disturbed or adversely affected thereby.
7. Miscellaneous. No modification or amendment of this ACCESS AGREEMENT shall be of any force or effect unless in writing executed by both the OWNER and VILLAGE. This ACCESS AGREEMENT shall be interpreted in accordance with the laws of the State of Illinois, both substantive and remedial. This ACCESS AGREEMENT sets forth the entire agreement between the OWNER

and the VILLAGE relating to access over and across the PROPERTY and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the OWNER and the VILLAGE.

IN WITNESS WHEREOF, OWNER and VILLAGE have caused these presents to be executed as of the day and year first above written.


OWNER:

ORCHARD HILL BUILDING COMPANY,
an Illinois partnership, as sole beneficiary
and agent for Standard Bank and Trust Company,
Trustee under Trust Agreement dated
April 18, 1966, and known as Trust Number 2860

By:  _____
Partner

VILLAGE:

VILLAGE OF ORLAND PARK,
an Illinois municipal corporation

By:  _____
Authorized Officer

11/11
5-28-2021

