

**12-20-2010 DRAFT**

**AGREEMENT**

This Agreement (the "Agreement") made and entered into on this \_\_\_\_ day of January 20~~11~~, by the Forest Preserve District of Cook County, an Illinois special district, ("FPD"), the Village of Orland Park, an Illinois municipal corporation, ("Orland Park") and Orchard Hill Building Company an Illinois partnership, as beneficiary and Standard Bank and Trust Company and Trustee under Trust # 2860 and 8274, (together, "Orchard Hill").

**RECITALS**

**WHEREAS**, Orchard Hill is the owner of two vacant tracts, together known as the "Orchard Hill Sale Property" one tract containing 32.10 acres and known as Tampier West, and one tract containing 20 acres, being a portion of Brittany Glen West both being legally described on Exhibit A, and Orchard Hill desires to sell the Orchard Hill Sale Property to the FPD according of the terms of the Agreement; and

**WHEREAS**, the "FPD" is implementing the Tampier Woods Greenway Connection Project (the "FPD Project") and has determined that the acquisition of the Orchard Hill Sale Property is necessary and convenient thereto, and has authorized its acquisition according to the terms of the Agreement; and

**WHEREAS**, Orchard Hill wishes to develop that portion of the Brittany Glen West development tract not included in the Orchard Hill Sale Property (the "BGW Remainder"), legally described on Exhibit B, and wishes to annex said property into Orland Park to accommodate its development; and

**WHEREAS**, Orland Park wishes to annex the BGW Remainder in order to accommodate its development, and Orland Park wishes to facilitate the acquisition of the Orchard Hill Sale Property by the FPD for the operation of the FPD Project, according to the terms of this Agreement; and

**WHEREAS**, the FPD had earlier filed eminent domain proceedings to acquire certain property, including the Orchard Hill Sale Property, which cases have been dismissed, entitling Orchard Hill to reimbursement for its fees, costs, and expenses ("Fee Claims"), and payment for said Fee Claims will be included in the consideration paid by FPD to Orchard Hill herein; and

**WHEREAS**, Orchard Hill is the owner of 10.9 acres of land (the "Tampier South Wetland"), legally described on Exhibit C, and 3 acres of land (the "Orland Park Property"), legally described on Exhibit D, which it will convey to Orland Park, and Orland Park wishes to donate said property to the FPD, and the FPD is authorized to accept ownership of said property for use in accordance with its corporate purposes, as part of this Agreement; and

**WHEREAS**, the parties contemplate the granting of additional properties, easements, licenses, rights, releases, and considerations, to facilitate the implementation of the FPD Project, and the annexation and development of the BGW Remainder, all as fully described herein as part of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises made herein, the parties agree as follows:

**I. DEFINITIONS**

FPD – The Forest Preserve District of Cook County, an Illinois Special District.

Orchard Hill – Orchard Hill, an Illinois partnership as beneficiary, and Standard Bank and Trust Company, as Trustee under Trust #2860, dated April 18, 1966, as legal owner of the Tampier West Property, and under Trust # 8274, dated December 15, 1982, as legal owner of the BGW Property.

Orland Park – The Village of Orland Park, an Illinois Municipal Corporation.

Tampier West Property – The vacant land tract containing 32.10 acres known as Tampier West and designated by the FPD as parcels 5 & 7, and legally described on Exhibit A to this Agreement.

BGW Property – The vacant land tract containing 87.1 acres known as Brittany Glen West and consisting of the BGW Sale Property and the BGW Remainder Property.

BGW Sale Property – That portion of the BGW Property to be conveyed by Orchard Hill to the FPD, containing about 20 acres, and legally described on Exhibit A to this Agreement.

BGW Remainder – That portion of the BGW Property excluding the BGW Sale Property and legally described on Exhibit B to this Agreement.

Orchard Hill Sale Property – The Tampier West Property and the BGW Sale Property, together, both to be conveyed by Orchard Hill to the FPD, and legally described on Exhibit A to this Agreement.

Tampier South Wetland – The vacant tract of land, which is subject to Deed Restriction and Covenant in favor of the Army Corps of Engineers, containing 10.9± acres to be donated and conveyed by Orland Park to the FPD, and legally described on Exhibit C to this Agreement.

Orland Park Property – The vacant tract of land containing 3 acres to be donated and conveyed by Orland Park to the FPD, and legally described on Exhibit D to this Agreement.

Conveyed Fee Property – Properties to be conveyed in fee, being the Orchard Hill Sale Property, the Tampier South Wetland, and the Orland Park Property.

143<sup>rd</sup> Street Property – Land located along 143<sup>rd</sup> Street in Orland Park to be impressed with a permanent easement to be granted by the FPD to Orland Park for street improvements, and legally described on Exhibit E to this Agreement.

BGW/Orland Property – The BGW Sale Property and the Orland Park Property, containing 23± acres, both of which will be conveyed to the FPD.

Drainage Tile License – License from the FPD to Orchard Hill, attached as Exhibit H to this Agreement, to repair and replace drainage tiles over the BGW/Orland Property to facilitate drainage for the BGW Remainder Property for a term of 15 years or until permanent drainage for the BGW Remainder has been installed, whichever is earlier.

Grading License – License from the FPD to Orchard Hill along the perimeter of the BGW Sale Property/Orland Park Property extending a minimum of 35 feet onto the BGW Sale Property/Orland Park Property, attached as Exhibit F to this Agreement, to facilitate filling and grading on the BGW Remainder Property and the BGW Sale Property/Orland Park Property.

Escrow - This transaction shall be closed through an escrow with Chicago Title Insurance Company (Governmental Division), at its office located at 171 N. Clark Street, Chicago, Illinois ("Escrow Agent").

Eminent Domain Proceedings – Cases filed by the FPD in docket #'s, 00 L 050153 and 00 L 050154, consolidated, and 00 L 050990 and 00 L 050991, consolidated, to acquire the Orchard Hill Sale Property.

Fee Claims – Claims of Orchard Hill for reimbursement of fees, costs, and expenses by reason of dismissal of the Eminent Domain proceedings, payment for which are included in the consideration to be paid by the FPD to Orchard Hill.

Grantor(s) – Orchard Hill as to the Orchard Hill Sale Property, the Orland Park Property, and the Tampier South Wetland; and Orland Park as to the Tampier South Wetland and the Orland Park Property.

Grantee – FPD as to the Orchard Hill Sale Property, the Orland Park Property and the Tampier South Wetland.

Annexation Agreement - Agreement between Orland Park and Orchard Hill governing the annexation of the BGW Remainder into Orland Park for development.

Tree Mitigation Plan - FPD and Orland Park will adopt a Tree Mitigation Plan, which takes into account the mutual covenants and considerations between the parties to this

Agreement, as shown in Exhibit D to the Agreement for Permanent Easement and Tree Mitigation.

Agreement for Permanent Easement and Tree Mitigation – Agreement between FPD and Orland Park governing the 143<sup>rd</sup> Street Property and Tree Mitigation Plan and attached as Exhibit G to this Agreement.

## **II. CONVEYANCE OF INTERESTS**

### **2.1 Orchard Hill Sale Property and Release of Fee Claims.**

- a. Orchard Hill shall convey the Orchard Hill Sale Property to FPD.
- b. Orchard Hill shall release FPD from Fee Claims and any other claims of any kind or nature arising out of the Eminent Domain Proceedings, including any claims for damages to the BGW Remainder resulting from said Eminent Domain Proceedings or from the acquisition by FPD of the Orchard Hill Sale Property.
- c. The purchase price to be paid by FPD to Orchard Hill for the Orchard Hill Sale Property and the release of the Fee Claims shall be the payment of the sum of Seven Million, Twenty Thousand, Eight Hundred Dollars and No Cents (\$7,020,800.00), payable at Closing in cash, or by certified, cashier's or bank check or by wired funds and the other consideration herein described.
- d. Orchard Hill shall convey the Orland Park Property to Orland Park which will convey it to the FPD, which shall be considered a donation to the FPD by Orland Park.

### **2.2 Tampier South Wetland.**

- a. Orchard Hill shall convey the Tampier South Wetland to Orland Park which shall convey it to the FPD, and such conveyance shall be considered a donation to the FPD by Orland Park.

### **2.3 Orland Park Property.**

- a. Orland Park shall convey the Orland Park Property to the FPD for the purpose of the FPD Project, and such conveyance shall be considered a donation to the FPD by Orland Park.

### **2.4 143<sup>rd</sup> Street Easement.**

- a. FPD shall convey to Orland Park a permanent easement in land containing about 1.5 acres located along 143<sup>rd</sup> Street in Orland Park, legally described on Exhibit E to this Agreement, for the purpose of street improvements.
- b. Orland Park shall indemnify FPD against any claims and/or damage caused by the use of and improvement to the permanent easement area.

- c. The Grant of Permanent Easement is attached as Exhibit A to the Agreement for Permanent Easement and Tree Mitigation, which is attached as Exhibit G to this Agreement.
- d. The parties acknowledge that the Illinois Department of Transportation ("IDOT") will act as a co-sponsor of the highway improvement projects, and, by approval of this Agreement, FPD is authorized to provide to IDOT as an additional grantee, easement rights as required to facilitate the projects by temporary and/or permanent easement grants in substantive conformity to the standard FPD/IDOT forms attached as Exhibit I.
- e.e. FPD and Orland Park agree that FPD will be permitted to participate in further discussions relative to the highway improvement project in order to minimize any adverse environmental impact.

**2.5 Drainage Tile License.**

- a. FPD will provide Orchard Hill with a License for the repair and replacement of drainage tile on the BGW Sale Property/Orland Park Property as reasonably necessary to accommodate development of the BGW Remainder before installation of permanent drainage facilities.
- b. The contemplated term for this License is not to exceed fifteen (15) years or installment of permanent drainage, whichever is earlier.
- c. Orchard Hill shall indemnify FPD against any claims and/or damage caused by use of the License.
- d. The License is attached as Exhibit H to this Agreement.
- e. The License Agreement for the Maintenance, Repair and Replacement of Drainage Tiles shall survive the closing of this transaction for fifteen (15) years or the installation of permanent drainage facilities for the BGW Remainder Property, whichever is earlier.

**2.6 Grading License.**

- a. FPD will provide Orchard Hill with a License to utilize a minimum of 35 feet of the perimeter of the BGW Sale Property/Orland Park Property, to facilitate filling and grading on the BGW Remainder Property and the BGW Sale Property/Orland Park Property.
- b. The contemplated term for this License is not to exceed fifteen (15) years or the date when construction of the excavation or fill operations are complete, whichever is earlier.
- c. Orchard Hill shall indemnify FPD against any claims and/or damage caused by use of the License.
- d. The License is attached as Exhibit F to this Agreement.
- e. The Grading and Fill license described herein shall survive the closing of this transaction for fifteen (15) years from the date of closing of this Agreement.

**III. ANNEXATION OF BGW REMAINDER INTO ORLAND PARK**

- 3.1 Closing of this transaction is conditioned upon the contemplated annexation by Orland Park of the BGW Remainder.
- 3.2 For purposes of closing this transaction, this requirement shall be satisfied upon the execution by Orchard Hill and Orland Park of the Annexation Agreement, and its joint deposit in the Escrow.

**IV. TITLE AND SURVEY MATTERS FOR THE CONVEYED FEE PROPERTY (the "PROPERTY")**

- 4.1 **Title.** Grantor agrees to convey, good and marketable fee simple title to the Property together with the Appurtenant Rights, to Grantee, subject only to:
  - (a.) Applicable zoning laws or ordinances governing the Property;
  - (b.) Acts by Grantee or anyone claiming by through or under Grantee; and
  - (c.) Real Estate Taxes not yet due and owing, if any.
  - (d.) Matters of record set forth in commitment for title insurance issued by Chicago Title Insurance Company dated October 18, 2010 under Commitment 88 29 709.

With the exception of the Drainage Tile License, described in §2.5 above, and the Grading License, described in §2.6 above, full possession of the Property is to be delivered to Grantee at Closing.

4.2 **Title Insurance: Affidavit of Title.** Grantor shall provide to Grantee a current ALTA Owner's Title Commitment for an Owner's Title Policy, issued by Chicago Title Insurance Company covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy, (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Grantee may remove at that time by using the funds to be paid upon the delivery of the deed, (c) easements of record and with respect to the Tampier South Wetland, Deed Restriction and Covenant in favor of the Corps of Engineers and was a wetland mitigation site in the mid 1990s, (d) Matters of record set forth in commitment for title insurance issued by Chicago Title Insurance Company dated October 18, 2010 under Commitment 88 29 709 (all of which are herein referred to as the permitted exceptions). For the Orchard Hill Sale Property the amount of the insurance shall equal the amount of the consideration in Section 2.1(c) and Grantor shall be responsible for the cost of the title insurance including extended coverage. Grantee shall be responsible for the cost of any other title endorsements. For the Tampier South Wetland and Orland Park Property, Grantee shall be responsible for determining the amount, and the payment for title insurance.

4.3 **Survey.** Orchard Hill shall obtain an ALTA/ACSM Land Title Survey ("Survey") of the Property, prepared by a registered Illinois land surveyor. For the Orchard Hill Property, the Survey shall be reasonably acceptable to Chicago Title to issue extended coverage.

4.4 **Title Curing.** Grantee shall notify Grantor immediately upon receipt of the title commitment or survey if the title commitment or Survey discloses defects that in the Grantee's reasonable judgment render title and/or use of the Property unmarketable or unusable or if any title objections are inconsistent with paragraph 4.1 and 4.2 above. Grantor shall have ten (10) days to have the exceptions removed from the commitment or to correct the Survey defect, or to have the Title Company commit to insure against loss or damage that may be occasioned by such title exceptions or Survey defects. If Grantor fails to have the exceptions and defects removed or otherwise cured such defects within ten (10) days, Grantee may negotiate with Grantor to take title with a corresponding monetary adjustment or Grantee may decide not to proceed with acquisition of the property and thereby be absolved from any and all obligations herein stated. If title or survey discloses defects that the Grantee deems unacceptable and such are not cured within a ten day period Grantee shall not be bound by any of the obligations of this Agreement and such Agreement shall be deemed to be unenforceable.

V. **INSPECTION AND DISCLOSURE MATTERS FOR CONVEYED FEE PROPERTY (the "PROPERTY")**

5.1 **Property Information.** Grantor agrees to provide Grantee copies of any existing studies or reports that it has relating to the physical condition of the Property or structure located thereon, including but not limited to:

- (a.) Surveys;
- (b.) Soil, geotechnical or engineering reports;
- (c.) Environmental assessments or reports (including asbestos surveys);
- (d.) Maintenance agreements affecting the Property; and
- (e.) Any other information or documentation that Grantor may have relating to the Property.

5.2 **No Hazardous Materials.** To the best of Grantor's knowledge, the Property has not been used, for the manufacture, generation, disposal, storage, or release of "Hazardous Substances or Materials" other than those substances and materials which may be found in fertilizers, pesticides, herbicides and other chemicals customarily used in farming. To the best of Grantor's knowledge there are no "Hazardous Substances or Materials" located in, on or under or about the Property other than those substances and materials which may be found in fertilizers, pesticides, herbicides and

other chemicals customarily used in farming. The term "Hazardous Substances or Materials" shall include, but not be limited to:

- (a.) Any oil, flammable substances, petroleum or petroleum waste products, including, without limitation, crude oil or any petroleum derived substance or constituent of any such petroleum substance or waste;
- (b.) Radioactive materials;
- (c.) Explosives;
- (d.) Polychlorinated biphenyl (PCBs), other than those substances and materials which may be found in fertilizers, pesticides, herbicides and other chemicals customarily used in farming;
- (e.) Pesticides, other than those substances and materials which may be found in fertilizers, pesticides, herbicides and other chemicals customarily used in farming;
- (f.) Hazardous or toxic wastes, substances, or any other materials or pollutants which pose a hazard or danger to the Property or to persons on or about the Property or cause the Property to be in violation of any Environmental Law (as hereinafter defined ); or
- (g.) Asbestos and asbestos containing materials.

Environmental Law means any federal, state or local law, ordinances, regulations or policies relating to the environment, to the protection of human health and safety, soil, air and ground water conditions.

5.3 **No Underground Storage Tanks.** Grantor represents to Grantee that to the best of its knowledge there are no underground storage tanks located on the Property.

5.4 **Property Status.** From the effective date until the Date of Closing, Grantor shall neither accept any offer from nor negotiate with any other prospective Grantee.

5.5 **Security and Maintenance Prior to Closing.** It shall be Grantor's responsibility to maintain and secure the Property to the date of Closing and to the date that Grantor delivers the Property to Grantee.

5.6 **Access and Indemnification.** On 48 hours prior notice, Grantor agrees to permit Buyer and its agents and contractors access to the Property to conduct, at Grantee's sole cost and expense, such environmental studies or tests, soil tests, and other tests and investigations as Grantee may deem necessary. Such inspections and



tests shall be conducted by Grantee in a manner that will not interfere with Grantor's use of the Property. Grantee agrees to indemnify, defend and hold Grantor, its subsidiaries, its affiliates, and their respective officers, directors and employees harmless of and from any claim, proceeding, suit, damage, liability, loss, cost, charge or expense or any other liability of every nature, kind and description whatsoever (including, without limitation, reasonable attorney's fees and expenses, whether or not legal proceedings are commenced, and if legal proceedings are commenced, including fees and expenses incurred at trial and all levels of appeal) incurred or suffered by any of the foregoing entities or persons by reason of, resulting from, or arising out of any activity, including, without limitation, tests, inspections, studies and/or investigations performed or caused to be performed by Grantee on the Premises. This indemnification shall survive the termination of this Agreement and the Closing.

VI. **THE CLOSING**

- 6.1 **Closing and Possession.** Closing will take place on or before \_\_\_\_\_, 20\_\_\_\_ ("Closing" or "Closing Date"). With the exception of the Drainage Tile License described in Paragraph 2.5 above and the Grading License described in Paragraph 2.6 above, full possession of the Property shall be given to Grantee at Closing. Closing shall be held as provided in Section 6.2 below.
- 6.2 **Escrow Closing.** This sale shall be closed through an escrow with Chicago Title Insurance Company (Governmental Division), at its office located at 171 N. Clark Street, Chicago, Illinois ("Escrow Agent"). The Closing shall be conducted pursuant to the general provisions of the usual form or standard Deed and Money Escrow Agreement then in use by said title insurance company with such special provisions inserted in the escrow agreement as may be mutually agreed upon by the Grantor and Grantee and may, at Orchard Hill's option, include provisions for a "New York" Style Closing (the "Escrow Agreement"). All documents and instruments required for Closing shall be delivered to the Title Company at least two days prior to the Closing Date with copies being provided to all parties to this Agreement. The cost of the escrow shall be borne equally by the FPD and Orchard Hill. The cost of a New York Style Closing Fee, if applicable, shall be borne by Orchard Hill. In the event of a conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall govern.
- 6.3 **FPD Deposits.** In addition to the Grantor's deposits, Grantees deposits, and joint deposits, as described below, FPD will deposit in the Escrow the sum of Seven Million, Twenty Thousand, Eight Hundred Dollars and No Cents (\$7,020,800.00), payable at Closing in cash, or by certified, cashier's or bank check or by wired funds and the other consideration herein described. in satisfaction of its obligation for payment under section 2.1(c) above.

6.4 **Orland Park Deposits.** In addition to the Grantor's deposits, Grantee's deposits, and joint deposits, as described below, Orland Park will deposit in the Escrow:

- a. A Quit Claim Deed from Orland Park to FPD for the Tampier South Wetland;
- b. A Quit Claim Deed from Orland Park to FPD for the Orland Park Property;
- c. Bill of Sale from Orland Park to FPD for trees referenced in the Tree Mitigation Plan, attached as Exhibit D to the Agreement for Permanent Easement and Tree Mitigation.

6.5 **Orchard Hill's Deposits.** In addition to the Grantor's deposits, Grantees deposits, and joint deposits, as described below, Orchard Hill will deposit in the Escrow

- a. Trustee's Deed to FPD for the Orchard Hill Sale Property;
- b. Trustee's Deed to Orland Park for the Orland Park Property;
- c. Trustee's Deed to Orland Park for the Tampier South Wetland;
- d. Release to FPD for the Fee Claims and other claims arising out of the Eminent Domain Proceedings and the acquisition of the Orchard Hill Property, including damages to the BGW Remainder;
- e. ALTA surveys for the Orchard Hill Sale Property, the Orland Park Property, and the Tampier South Wetland.

6.6 **Joint Deposits by FPD and Orchard Hill.**

- a. Fully executed License Agreement for the Maintenance, Repair and Replacement of Drainage Tiles for drainage tile;
- b. Fully executed License Agreement for Grading and Fill
- c. A closing statement for the Orchard Hill sale property transaction.
- d. Fully executed State and County transfer declarations for the Orchard Hill Sale property.
- e. Petition for division of real estate taxes for the BGW Property.

6.7 **Joint Deposits by Orland Park and Orchard Hill.** Fully executed Annexation Agreement.

6.8 **Joint Deposits by FPD and Orland Park.**

- (a). Fully executed 143<sup>rd</sup> Street Property Permanent Easement
- (b). Executed State and County transfer declarations for the Orland Park Property, and the Tampier South Wetland

6.9 **Grantor's Deposits.**

- (a.) A Title Commitment for a standard ALTA 2006 Form B Owner's Policy of title insurance in the amount of the

Purchase Price issued by Chicago Title Insurance Company. Said policy shall insure Grantee's marketable fee simple title to the Property with no encumbrances, leases, licenses or easements or restrictions, conditions, covenants or liens except Permitted Exceptions listed in paragraph 4.1 and 4.2 above;

- (b.) An affidavit of title;
- (c.) An ALTA Statement;
- (d.) An Environmental Disclosure Document for Transfer of Real Estate, if required;
- (e.) A FIRPTA certificate indicating that Grantor is not a person subject to withholding under the Foreign Investment in Real Property Act;
- (f.) The title company's form of "gap" undertaking;
- (g.) A statement from Grantor confirming there are no existing leases, licenses, possession, use or other agreements relating to the Property;
- (h.) IRS form 1099S; and
- (i.) Such other documents as the title company may require in order to provide the extended coverage and the endorsements listed above.

On the Closing Date, Grantor shall furnish to Grantee the title insurance policy issued by the Title Insurer (or a marked-up Title Commitment) initialed by the Title Insurer agreeing to issue an Owner's Title Insurance Policy.

**6.10 Grantee's Deposits.**

- (a.) An ALTA Statement for the Property; and
- (b.) Such other documents as the title company may require to issue the title insurance coverage described herein.

**6.11 Real Estate Taxes for Conveyed Fee Property (the "Property")**

- (a.) Ad valorem property taxes accruing on the Property during the tax year in which the Closing occurs shall be placed in a tax escrow with the Chicago Title Insurance Company established by FPD and Orchard Hill. The escrowed taxes shall be prorated between

Grantor and Grantee as of the Closing Date on the basis of 110% of the most recently available tax bills, which sum will be deposited with Escrowee to secure Grantor's obligation to pay the real estate taxes through the date of closing as provided herein. Upon issuance of the real estate tax bill for the 2010 taxes, Grantee shall provide Escrowee with a copy thereof. Escrowee shall pay the Grantor's share of the real estate taxes based upon the actual 2010 tax bill and the excess deposit shall immediately be refunded and paid to Grantor. The cost of the tax escrow shall be borne equally by the FPD and Orchard Hill. Grantee's share of the tax bill will be paid by Grantee.

- (b). Grantor shall pay or discharge any special assessments on the Property, or installments thereof, which have been certified to the current year's taxes, or that would otherwise be delinquent with the assessing governmental authority if not paid before the Closing Date. Grantee shall be responsible for the remaining balance of any assessments, whether pending, levied, assessed, or due and payable, as of the Closing Date or thereafter.
- (c). The provisions of this Section 6.11 shall survive the Closing.

## VII. **GENERAL PROVISIONS**

7.1 **Representations of Grantor.** Each Grantor covenants, represents and warrants, as of the date of this Agreement and throughout its term, as follows:

- (a.) Grantor owns good and marketable fee simple title to the Property;
- (b.) Grantor has full authority to execute, deliver and perform or cause to be performed this Agreement;
- (c.) The individuals signing this Agreement and all other documents executed on behalf of Grantor are duly authorized to sign same and to bind Grantor;
- (d.) With the exception of one barn and two foundations from burned or collapsed buildings, the Property is vacant and other than a tenant farmer for the 2010 growing and harvesting seasons, there are no individuals or entities that have any right to occupy or use the Property except Grantor. With the exception of the tenant farmer for the 2010 growing and harvesting season Grantor has the authority to tender full possession and title of the Property to Grantee at Closing;

- (e.) With the exception of the agreement with the tenant farmer for the 2010 growing and harvesting season, there are no leases, licenses, contracts, options, rights of first refusal or any other agreement with any third party relating to the acquisition or occupancy of the Property;
- (f.) To the best of Grantor's knowledge as of the Effective Date:
  - (i.) It has not received Notice of any violation of any City, county or municipal ordinance, law, regulation or other governmental requirement which would materially or adversely affect the Property;
  - (ii) There is no litigation or other proceeding pending or threatened which would materially or adversely affect Grantor's title to or ability to convey title to the Property; and
  - (iii) There is no litigation, or other proceeding pending or threatened which would affect Grantee's use of the whole Property for public school, education, or recreational purposes.
- (k.) Neither Grantor nor any persons or entity claiming by, through or under Grantor has done, suffered or permitted any lien, claim or right of another to be created against the Property, or any portion thereof or any interest therein;
- (l.) With the exception of the eminent domain proceedings described above, Grantor has not received any notice of any condemnation or eminent domain proceedings or entered into negotiations for the purchase of the Property, or any part thereof;
- (m.) No portion of the Property is on a state or federal list of properties needing cleanup of Hazardous Substances (as defined above) and the Property is not a candidate for such list. No state or federal agency has expended money to clean up hazardous substances from the Property. There are no federal, state, or private actions or proceedings concerning hazardous substances or environmental hazards on the Property, or seeking to enforce state, federal or local environmental laws or regulations. There are no liens in existence of which Grantor is aware for environmental cleanup costs against the Grantor for the Property;

- (n.) Grantor does not currently and never has been required to obtain a permit under the Federal Resource Conservation and Recovery Act to treat, store, or dispose of Hazardous Substances on the Property;
- (o.) Grantor has not received notice of any contemplated special assessments relating to the Property or any portion thereof;
- (p.) With the exception of the agreement with the tenant farmer for the 2010 growing and harvesting season, Grantor has not entered into any other agreement pertaining to the Property that will survive Closing; and
- (q.) There are no taxes due the State of Illinois that would subject Grantee to liability under 35 ILCS 5/706 and 5/712 or 35 ILCS 120/5j and Grantor will defend, indemnify and hold Grantee harmless in the event Grantee is obligated to pay the State of Illinois any taxes due from Grantor under these provisions.

7.2 **Representations of all Parties.** Each of the parties hereto covenants, represents and warrants, as of the date of this Agreement and throughout its term as follows:

- (a.) That the parties executing this Agreement have full power and authority to execute, deliver and perform or cause to be performed this Agreement;
- (b.) The individuals signing this Agreement and all other documents executed on behalf of each party are duly authorized to sign the same and to bind the party;
- (c.) All required action and approvals required of and to be taken by each party have been duly taken and obtained.

7.3 **Eminent Domain.** Grantor shall promptly give Grantee notice if, prior to the Closing Date, eminent domain proceedings are instituted to condemn all or any portion of the Property. Grantee shall have fifteen (15) days thereafter to terminate this Agreement. If Grantee does not elect to terminate this Agreement, then Grantee will pay the Purchase Price to Grantor, and Grantor shall convey the Property on the Closing Date to Grantee in its then current condition, upon and subject to all of the other terms and conditions of this Agreement, and assign to Grantee all of Grantor's right, title and interest in and to any claims Grantor may have to condemnation awards and/or any causes of action with respect to such condemnation and pay to Grantee all payments theretofore made to Grantor by such condemning authorities.

7.4 **Broker's Commission.** Grantor and Grantee each covenant, represent and warrant that it has had no dealings or communications with any broker or agent in connection with the consummation of this Agreement, and each covenants and agrees to pay, hold harmless, and indemnify the other from and against any and all cost, expense (including reasonable attorneys' fees), or liability for any compensation, commissions, or

charges claimed by any broker or agent with whom the indemnifying party allegedly dealt with respect to this Agreement or the negotiation thereof.

7.5 **Default.** A party will be in default under this Agreement if they breach or fail to fulfill a material condition or requirement of this Agreement within thirty (30) days of written notice from the other party. In the event of a default, the non-defaulting party shall have all rights and remedies available to it in both law and equity.

7.6 **Successors and Assign: Severability.** The terms, covenants and provisions of this Agreement shall extend to, and be binding upon, the respective executors, administrators, heirs, successors and assigns of Grantor and Grantee. If any provision of this Agreement shall to any extent be adjudged invalid or unenforceable, the remainder of this Agreement shall not be affected.

7.7 **Entire Agreement.** This document and the exhibits attached hereto constitute the entire agreement of the parties with respect to the subject transaction. All prior oral and written agreements and statements are entirely superseded by this Agreement. Any future modifications of this Agreement shall be only in writing and signed by both parties.

7.8 **No Waiver.** No delay or failure by any party to exercise or enforce any right hereunder and no partial or single exercise of any such right, shall constitute a waiver of that or any right, unless otherwise expressly provided herein.

7.9 **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois.

7.10 **Notices.** All notices, requests and other writings required under this Agreement (including any notices of the termination) must be in writing and shall be deemed validly given on the date posted if sent by certified mail, return receipt requested, or on the date of delivery if sent by facsimile (with confirmation), or hand delivery addressed as follows (or any other address within the United States that the party to be notified may have designated to the sender by like notice):

FPD:

Forest Preserve District of Cook County, Illinois  
69 West Washington Street, Suite 2010  
Chicago, Illinois 60602  
Attn: Dennis A. White, Chief Attorney

WITH A COPY TO:

Neal & Leroy LLC  
203 N. LaSalle Street Suite 2300  
Chicago, Illinois 60601

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Attention: Michael D. Leroy

ORCHARD HILL BUILDING COMPANY:

Orchard Hill Building Company  
6280 Joliet Road  
Countryside, Illinois 60525

WITH A COPY TO:

Howard Priess  
4S568 Summit Drive  
Naperville, IL 60563

ORLAND PARK;

Village of Orland Park  
Attn: Mayor Dan McLaughlin  
14700 Ravinia Avenue  
Orland Park, IL 60462

WITH A COPY TO:

E. Kenneth Friker  
Corporation Counsel  
Village of Orland Park  
15010 S. Ravinia Avenue, Suite 10  
Orland Park, IL 60462

7.12 **Captions and Headings.** Section captions and headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

7.13 **Date of Agreement: When Binding.** This Agreement shall be deemed effective on the date that the Agreement has been signed by all parties thereto.

7.14 **Performance.** The parties agree that time is of the essence of this Agreement.

7.15 **Survival.** Except to the extent specifically stated to the contrary elsewhere in this Agreement, all representations, warranties, agreements and obligations of the parties contained in this Agreement shall survive the closing of this transaction for two years from the date of Closing.

7.16 **Calendar Days.** Whenever under the terms of this Agreement, the time for performance of a covenant or condition or for giving a notice falls upon a Saturday, Sunday or holiday, such time for performance or giving of notice shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

7.17 **Execution Via Facsimile and In Counterparts.** Each party may execute this document in counterparts and deliver such counterpart to the other via facsimile

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transmission. By executing and exchanging said counterparts in this manner, the parties intend to be bound by the terms of the Agreement. The parties agree to exchange executed original documents within three (3) days after the facsimile transmissions.

7.18 **To the Best of its Knowledge.** When used herein, the phrase “to the best of its knowledge” or any similar phrase shall mean the actual, not constructive knowledge of the person or entity to which it is attributed, without a duty to investigate.

7.19 **Recitals Incorporated in Agreement.** The Recitals set forth at the beginning of this Agreement are hereby adopted and incorporated herein as part of this Agreement as though fully set forth herein.

[this space intentionally left blank, signature blocks follow on next page]

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

**FOREST PRESERVE DISTRICT OF  
COOK COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Mary R. Gardner

Its: Secretary

By: \_\_\_\_\_  
Toni Preckwinkle

Its: President

**VILLAGE OF ORLAND PARK**

By: \_\_\_\_\_

Its:  
\_\_\_\_\_

By: \_\_\_\_\_

Its:  
\_\_\_\_\_

**STANDARD BANK AND TRUST UNDER  
TRUST AGREEMENT DATED  
\_\_\_\_\_ AND KNOWN AS TRUST  
#2860**

**STANDARD BANK AND TRUST UNDER  
TRUST AGREEMENT DATED  
\_\_\_\_\_ AND KNOWN AS TRUST  
#8247**

By: \_\_\_\_\_

Its:  
\_\_\_\_\_

By: \_\_\_\_\_

Its:  
\_\_\_\_\_

**ORCHARD HILL BUILDING COMPANY**

By: \_\_\_\_\_

Its:  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Toni Preckwinkle is known to me to be the President of the Board of Trustees of the Forest Preserve District of Cook County, Illinois ("Board"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as the President of the Board of Trustees he signed and delivered the said instrument pursuant to authority given by the Board of Trustees, and as his free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notaries Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_

Notary Public

**ACKNOWLEDGMENT**

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

I, \_\_\_\_\_, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ is personally known to me to be the \_\_\_\_\_ of the \_\_\_\_\_ and are personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument pursuant to the authority given to him/her by the \_\_\_\_\_ of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notaries Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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## **EXHIBIT A TO AGREEMENT**

### **Legal Description of the Tampier West Property**

**PARCEL 1:**

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 770 FEET THEREOF AND EXCEPT THE SOUTH 210 FEET THEREOF) ALL IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE WEST 365 FEET OF THE SOUTH 561.25 FEET OF THE NORTH 770 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 IN SECTION 6, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

THE NORTHEAST 1/4 (EXCEPT THE NORTH 542 FEET THEREOF) AND (EXCEPT THE SOUTH 210 FEET THEREOF) AND (EXCEPT THAT PART THEREOF TAKEN FOR WOLF ROAD, ACCORDING TO CONDEMNATION 38C16529) OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### **Legal Description of the BGW Sale Property**

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 WITH A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 01°37'37" WEST 338.41 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 88°23'40" EAST 199.51 FEET, TO A POINT OF CURVE; THENCE EASTERLY 149.17 FEET ALONG THE ARC OF A CIRCLE OF 270.00 FEET RADIUS CONCAVE SOUTHERLY, TO A POINT OF REVERSE CURVE; THENCE EASTERLY 67.10 FEET ALONG THE ARC OF A CIRCLE OF 230.00 FEET RADIUS CONCAVE NORTHERLY, TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY 60.93 FEET ALONG SAID ARC OF A CIRCLE OF 230.00 FEET RADIUS CONCAVE NORTHERLY, TO A POINT OF TANGENCY; THENCE NORTH 88°09'20" EAST 207.25 FEET, TO A POINT OF CURVE; THENCE EASTERLY 160.40 FEET ALONG THE ARC OF A CIRCLE OF 570.00 FEET RADIUS CONCAVE SOUTHERLY; THENCE SOUTH 19°55'90" WEST 117.46 FEET; THENCE SOUTH 57°42'19" EAST 140.00 FEET; THENCE SOUTH 25°34'44" EAST 60.00 FEET; THENCE SOUTH 01°14'39" EAST 250.00 FEET; THENCE SOUTH 18°11'47" EAST 41.57 FEET; THENCE SOUTH 01°14'39" EAST 355.00 FEET; THENCE SOUTH 65°26'49" EAST 183.04 FEET; THENCE NORTH 88°23'25" EAST 83.81 FEET; THENCE SOUTH 01°36'35" EAST 212.66 FEET, TO A LINE THAT IS 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88°23'02" WEST 841.68 FEET ALONG SAID PARALLEL LINE, TO THE EAST LINE OF GRAEFEN SUBDIVISION AS RECORDED PER DOCUMENT NO. 19986127; THENCE NORTH 01°37'37" WEST 518.28 FEET ALONG SAID EAST LINE, TO THE SOUTH LINE OF THE NORTH 46.55 FEET OF LOT 3 IN SAID GRAEFEN SUBDIVISION; THENCE SOUTH 88°10'13" WEST 340.00 FEET ALONG SAID SOUTH LINE, TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 01°37'37" WEST 420.44 FEET ALONG THE WEST LINES OF SAID LOT 3 AND LOTS 4 AND 5 IN SAID GRAEFEN SUBDIVISION, TO SAID SOUTH LINE OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 88°09'20" EAST 402.60 FEET ALONG SAID SOUTH LINE; THENCE NORTH 01°37'37" WEST 270.11 FEET, TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## **EXHIBIT B TO AGREEMENT**

### **Legal Description of the BGW Remainder**

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 WITH A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 1°36'20" WEST 338.41 FEET ALONG SAID PARALLEL LINE, TO THE POINT OF BEGINNING; THENCE NORTH 88°23'40" EAST 200.00 FEET, TO A POINT OF CURVE; THENCE EASTERLY 149.17 FEET ALONG THE ARC OF A CIRCLE OF 270.00 FEET RADIUS CONCAVE SOUTHERLY, TO A POINT OF REVERSE CURVE; THENCE EASTERLY 128.03 FEET ALONG THE ARC OF A CIRCLE OF 230.00 FEET RADIUS CONCAVE NORTHERLY, TO A POINT OF TANGENCY; THENCE NORTH 88°9'20" EAST 207.25 FEET, TO A POINT OF CURVE; THENCE EASTERLY 160.40 FEET ALONG THE ARC OF A CIRCLE OF 570.00 FEET RADIUS CONCAVE SOUTHERLY; THENCE SOUTH 19°55'10" WEST 117.46 FEET; THENCE SOUTH 57°42'19" EAST 140.00 FEET; THENCE SOUTH 25°34'44" EAST 60.00 FEET; THENCE SOUTH 01°14'39" EAST 250.00 FEET; THENCE SOUTH 18°11'47" EAST 41.57 FEET; THENCE SOUTH 01°14'39" EAST 355.00 FEET; THENCE SOUTH 65°26'49" EAST 183.04 FEET; THENCE NORTH 88°23'25" EAST 83.81 FEET; THENCE SOUTH 01° 36'35" EAST 212.50 FEET, TO A LINE THAT IS 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88°23'25" WEST 841.46 FEET ALONG SAID PARALLEL LINE, TO THE EAST LINE OF GRAEFEN SUBDIVISION AS RECORDED PER DOCUMENT NO. 19986127; THENCE SOUTH 01°39'23" EAST 50.00 FEET ALONG SAID EAST LINE, TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°23'25" EAST 1598.01 FEET ALONG SAID SOUTH LINE, TO THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 01°47'00" WEST 2642.08 FEET ALONG SAID EAST LINE, TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88°09'20" WEST 660.36 FEET ALONG SAID NORTH LINE, TO THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; THENCE SOUTH 01°43'27" EAST 889.90 FEET ALONG SAID EAST LINE, TO THE NORTH LINE OF THE SOUTH 23 ACRES OF THE OF THE NORTH 50 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; THENCE SOUTH 88°09'20" WEST 1272.55 FEET ALONG SAID NORTH LINE, TO SAID LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 01°36'20" EAST 418.68 FEET ALONG SAID PARALLEL LINE, TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT C TO AGREEMENT**

**Legal Description of the Tampier South Wetland**

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6 WITH THE WESTERLY LINE OF PROPERTY CONVEYED TO COOK COUNTY, ILLINOIS BY DEED RECORDED JUNE 5, 1939 AS DOCUMENT 12321867; THENCE SOUTH 88 DEGREES 21 MINUTES 13 SECONDS WEST 650.35 FEET ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 18 DEGREES 18 MINUTES 04 SECONDS WEST 256.94 FEET; THENCE SOUTH 65 DEGREES 54 MINUTES 21 SECONDS WEST 100.65 FEET; THENCE SOUTH 05 DEGREES 37 MINUTES 50 SECONDS WEST 353.55 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 13 SECONDS EAST 627.13 FEET; THENCE NORTH 54 DEGREES 25 MINUTES 14 SECONDS EAST 290.13 FEET, TO SAID WESTERLY LINE OF PROPERTY CONVEYED TO COOK COUNTY, ILLINOIS BY DEED RECORDED JUNE 5, 1939 AS DOCUMENT 12321867; THENCE NORTHERLY 466.79 FEET ALONG SAID WESTERLY LINE BEING THE ARC OF A CIRCLE OF 12327.7 FEET RADIUS CONCAVE EASTERLY HAVING A CHORD BEARING OF NORTH 00 DEGREES 40 MINUTES 05 SECONDS WEST, TO THE HEREIN DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.



**EXHIBIT D TO AGREEMENT**

**Legal Description of the Orland Park Property**

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 WITH A LINE 50 FEET EAST or AND PARALLEL WITH THE WEST UNE OF SAID SOUTHWEST 1/4; THENCE NORTH 01°37'37" WEST 338.41 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 88°23'40" EAST 199.51 FEET, TO A POINT OF CURVE; THENCE EASTERLY 149.17 FEET ALONG THE ARC OF A CIRCLE OF 270.00 FEET RADIUS CONCAVE SOUTHERLY, TO A POINT OF REVERSE CURVE; THENCE EASTERLY 67.10 FEET ALONG THE ARC OF A CIRCLE OF 230.00 FEET RADIUS CONCAVE NORTHERLY; THENCE SOUTH 01°37'37" EAST 270.11 FEET TO THE SOUTH LINE OF SAID NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4; THENCE SOUTH 88°09'20" WEST 402.60 FEET ALONG SAID SOUTH LINE, TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT E TO AGREEMENT**

**Legal Description of the 143<sup>rd</sup> Street Property**

THE NORTH 17 FEET OF SOUTH 50 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE NORTH 17 FEET OF THE SOUTH 50 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE NORTH 17 FEET OF THE SOUTH 50 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**EXHIBIT F TO AGREEMENT**

**LICENSE AGREEMENT FOR EXCAVATION OR FILL**

This License Agreement for the Excavation or Fill is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the Forest Preserve District of Cook County, an Illinois special district ("FPD") and Orchard Hill Building Company, an Illinois partnership, as beneficiary, and Standard Bank and Trust Company as Trustee under Trusts # 2860 and # 8274 (together "Orchard Hill").

**RECITALS**

WHEREAS, FPD and Orchard Hill have entered into a sale Agreement of even date herewith which provides, inter alia, for the conveyance by Orchard Hill and Orland Park to FPD of 23 acres of land located in the Brittany Glen West development tract (the "BGW/Orland Property"), and the retention by Orchard Hill of the balance of said Brittany Glen West development tract (the "BGW Remainder") said parcels being legally described and graphically depicted on Exhibit A; and

WHEREAS, Orchard Hill intends to develop the BGW Remainder with a single family development (the "BGW Development") and to construct certain street and infrastructure improvements as part of said BGW Development adjacent to the BGW/Orland Property; and

WHEREAS, in order to construct said improvements and to prevent erosion and assure a safe and stable grade adjacent thereto, Orchard Hill must excavate or fill portions of the BGW/Orland Property as graphically depicted on Exhibit B (the "Grading Areas"); and

WHEREAS, in order to complete work in the Grading Areas, Orchard Hill must utilize a 15 foot strip of the BGW/Orland Property adjacent to the Grading Areas for construction purposes (the "Construction Areas"), said Grading Areas and the Construction Areas being the subject of this License Agreement (together the "Licensed Property")

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. **Recitals Incorporated by Reference.** The provisions of the Recitals are, by this reference, herein incorporated in and made a part of this License Agreement.
2. **Provision of License.** Subject to the terms of this License Agreement and to all

matters and conditions of record, FPD hereby gives to Orchard Hill, its successors and assigns a license to use the Licensed Property by enhancing the Grading Areas through excavating and filling, and utilizing the Construction Areas to facilitate said improvements. The purpose of the excavation and fill work is to create a gradual change in surface elevation of not steeper than a 3:1 slope and thereby reduce or eliminate the conditions for soil erosion. This License Agreement does not grant any right to Orchard Hill to construct additional facilities other than the improvement of the Grading Areas.

**3. License Term.** This License Agreement shall be for a term commencing on January 1, 2011 and expiring on December 31, 2025 or the date when construction of the excavation or fill operations is completed, whichever is earlier.

**4. Obligations of Orchard Hill.** The grant of the License is conditioned upon performance by Orchard Hill of the obligations contained in this License Agreement, including the following:

- a. Orchard Hill will restore the Grading Areas to conditions consistent with their use for FPD purposes including seeding and erosion control; upon completion, such restoration must be accepted by FPD, which acceptance shall not be unreasonably withheld.
- b. Orchard Hill shall give 48 hour prior notice of its intention to perform work on the Licensed Property to the General Superintendent of the FPD, or his authorized representative, before starting any of the aforesaid work. Such notice shall include a description of the location of the work to be performed.
- c. Prior to commencement of excavation and fill work, Orchard Hill will provide excavation and fill plans to FPD for approval, which approval shall not be unreasonably withheld.
- d. Upon submission of excavation and fill plans, FPD may require that temporary fencing be installed at some or all locations prior to the commencement of any construction operations.

**5. Temporary Fencing.** All required temporary fencing shall be maintained in place throughout construction and until after restoration has been completed. After acceptance of restoration by the FPD, all temporary fencing shall be removed from the site and disposed of off FPD property at the sole expense of Orchard Hill.

**6. Restoration After Construction.** All areas disturbed by construction operations shall be top-dressed after final settlement with topsoil to a depth of six (6) inches, cultivated, fine graded, mulched, and seeded with IDOT class 4A – low profile native grass mix or such comparable seed mix as directed by the FPD. Orchard Hill shall furnish approved topsoil to insure six (6) inch coverage over the area disturbed by construction.

**7. Compliance with Laws.** All work by Orchard Hill shall comply with all applicable laws, statutes, building codes and regulations of general application (collectively,

"Laws"). For purposes of this Agreement, the term "Laws" shall specifically include but not be limited to all laws, statutes and regulations pertaining to environmental contamination and cleanup, and protection of the environment.

**8. No Lien.** Orchard Hill shall not permit any lien to stand against the Licensed Property, or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed at the direction or sufferance of any member of the Orchard Hill Group. In the event of any such lien attaching to the FPD Property or any improvements thereon, Orchard Hill shall immediately have such lien released and failure by Orchard Hill to do so shall constitute a breach of this License Agreement.

**9. Reservation of Rights.** Subject to the terms of this License Agreement, FPD reserves the right to use and enjoy the Licensed Property, so long as the exercise of such rights does not unreasonably impair or interfere with Orchard Hill's use for the purposes herein granted.

**10. Release of Claims.** Orchard Hill assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the activities, operations or use of the Licensed Property by Orchard Hill, its agents, employees and contractors, and for those claiming through any of them (collectively, the "Orchard Hill Group"). Orchard Hill, for itself and for those claiming through Orchard Hill, hereby releases FPD, its officers, commissioners, employees, agents, licensees, contractors, guests and invitees (and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "FPD Group") from any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the FPD Group in connection therewith) and for damage, destruction or theft of property, that may arise from operations on, or the use of, the Licensed Property by Orchard Hill Group.

**11. Indemnification.** Orchard Hill hereby indemnifies and agrees to hold harmless and defend the FPD, its commissioners, officers, agents, servants and employees from and against any loss, claim, damage or claim for damages, and liabilities, including reasonable attorney's fees, for injuries to all persons and damage to or theft, misappropriation or loss of property occurring in or about the Licensed Property arising out of the issuance of the License, Orchard Hill's use or occupancy of the Licensed Property, including any release of any substance and any violation of environmental or other regulations, or from any breach or default on the part of Orchard Hill in the performance of any provision of this License or due to any other act or omission of the Licensee or any of its agents, contractors, invitees or employees.

**12. Insurance.** Orchard Hill shall cause any contractors and subcontractors carrying out operations on the Property on behalf of Orchard Hill to comply with the insurance requirements set forth in Exhibit C attached hereto and made a part

hereof. Neither the insurance required hereunder, nor the inadequacy or unavailability of coverage required hereunder, shall excuse Orchard Hill's performance of any obligations hereunder or limit the liability of Orchard Hill for any and all damages in excess of the coverages provided for in such policies of insurance or bonds.

**13. Integration; Successors and Assigns.** This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. The terms "FPD" and "Orchard Hill" as used herein shall be deemed to include any and all successors, grantees and assigns of such parties and their respective successors, grantees and assigns.

**14. Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served on the first day following delivery if delivered to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

**If to FPD:**

Forest Preserve District of Cook County, Illinois  
69 West Washington Street, Suite 2010  
Chicago, Illinois 60602  
Attn: Dennis A. White, Chief Attorney

**With a copy to:**

Neal & Leroy LLC  
203 N. LaSalle Street Suite 2300  
Chicago, Illinois 60601  
Attention: Michael D. Leroy

**If to ORCHARD HILL:**

John D. Gallagher  
Orchard Hill Building Company  
6280 Joliet Road  
Countryside, Illinois 60525

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

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**IN WITNESS WHEREOF**, the parties hereto have executed this License Agreement as of the day and year first above written as in sale Agreement but without Orland Park.

**FOREST PRESERVE DISTRICT OF COOK  
COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Mary R. Gardner

By: \_\_\_\_\_  
Toni Preckwinkle

Its: Secretary

Its: President

**STANDARD BANK AND TRUST UNDER  
TRUST AGREEMENT DATED APRIL 18,  
1966 AND KNOWN AS TRUST #2860**

**STANDARD BANK AND TRUST UNDER  
TRUST AGREEMENT DATED \_\_\_\_\_  
AND KNOWN AS TRUST #8274**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**ORCHARD HILL BUILDING COMPANY, an  
Illinois partnership**

By: \_\_\_\_\_  
John D. Gallagher

Its: Managing Partner



## EXHIBIT A TO LICENSE FOR GRADING

### Legal Description of the BGW Sale Property

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 WITH A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 01°37'37" WEST 338.41 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 88°23'40" EAST 199.51 FEET, TO A POINT OF CURVE; THENCE EASTERLY 149.17 FEET ALONG THE ARC OF A CIRCLE OF 270.00 FEET RADIUS CONCAVE SOUTHERLY, TO A POINT OF REVERSE CURVE; THENCE EASTERLY 67.10 FEET ALONG THE ARC OF A CIRCLE OF 230.00 FEET RADIUS CONCAVE NORTHERLY, TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY 60.93 FEET ALONG SAID ARC OF A CIRCLE OF 230.00 FEET RADIUS CONCAVE NORTHERLY, TO A POINT OF TANGENCY; THENCE NORTH 88°09'20" EAST 207.25 FEET, TO A POINT OF CURVE; THENCE EASTERLY 160.40 FEET ALONG THE ARC OF A CIRCLE OF 570.00 FEET RADIUS CONCAVE SOUTHERLY; THENCE SOUTH 19°55'00" WEST 117.46 FEET; THENCE SOUTH 57°42'19" EAST 140.00 FEET; THENCE SOUTH 25°34'44" EAST 60.00 FEET; THENCE SOUTH 01°14'39" EAST 250.00 FEET; THENCE SOUTH 18°11'47" EAST 41.57 FEET; THENCE SOUTH 01°14'39" EAST 355.00 FEET; THENCE SOUTH 65°26'49" EAST. 183.04 FEET; THENCE NORTH 88°23'25" EAST 83.81 FEET; THENCE SOUTH 01°36'35" EAST 212.66 FEET, TO A LINE THAT IS 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88°23'02" WEST 841.68 FEET ALONG SAID PARALLEL LINE, TO THE EAST LINE OF GRAEFEN SUBDIVISION AS RECORDED PER DOCUMENT NO. 19986127; THENCE NORTH 01°37'37" WEST 518.28 FEET ALONG SAID EAST LINE, TO THE SOUTH LINE OF THE NORTH 46.55 FEET OF LOT 3 IN SAID GRAEFEN SUBDIVISION; THENCE SOUTH 88°10'13" WEST 340.00 FEET ALONG SAID SOUTH LINE, TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 01°37'37" WEST 420.44 FEET ALONG THE WEST LINES OF SAID LOT 3 AND LOTS 4 AND 5 IN SAID GRAEFEN SUBDIVISION, TO SAID SOUTH LINE OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 88°09'20" EAST 402.60 FEET ALONG SAID SOUTH LINE; THENCE NORTH 01°37'37" WEST 270.11 FEET, TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### Legal Description of the Orland Park Property

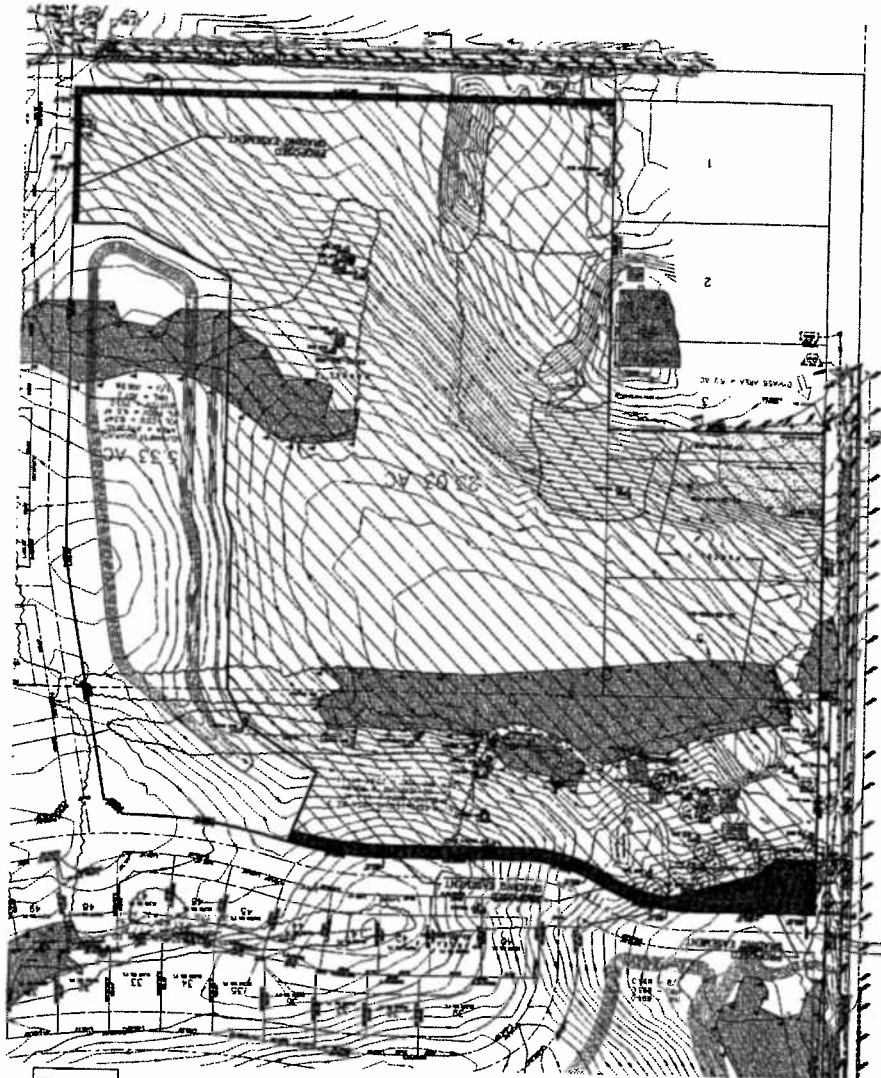
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 WITH A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 01°37'37" WEST 338.41 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 88°23'40" EAST 199.51 FEET, TO A POINT OF CURVE; THENCE EASTERLY 149.17 FEET ALONG THE ARC OF A CIRCLE OF 270.00 FEET RADIUS CONCAVE SOUTHERLY, TO A POINT OF REVERSE CURVE; THENCE EASTERLY 67.10 FEET ALONG THE ARC OF A CIRCLE OF 230.00 FEET RADIUS CONCAVE NORTHERLY; THENCE SOUTH 01°37'37" EAST 270.11 FEET TO THE SOUTH LINE OF SAID NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4; THENCE SOUTH 88°09'20" WEST 402.60 FEET ALONG SAID SOUTH LINE, TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## EXHIBIT A TO LICENSE FOR GRADING (Continued)

### Legal Description of the BGW Remainder

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 WITH A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 1°36'20" WEST 338.41 FEET ALONG SAID PARALLEL LINE, TO THE POINT OF BEGINNING; THENCE NORTH 88°23'40" EAST 200.00 FEET, TO A POINT OF CURVE; THENCE EASTERLY 149.17 FEET ALONG THE ARC OF A CIRCLE OF 270.00 FEET RADIUS CONCAVE SOUTHERLY, TO A POINT OF REVERSE CURVE; THENCE EASTERLY 128.03 FEET ALONG THE ARC OF A CIRCLE OF 230.00 FEET RADIUS CONCAVE NORTHERLY, TO A POINT OF TANGENCY; THENCE NORTH 88°9'20" EAST 207.25 FEET, TO A POINT OF CURVE; THENCE EASTERLY 160.40 FEET ALONG THE ARC OF A CIRCLE OF 570.00 FEET RADIUS CONCAVE SOUTHERLY; THENCE SOUTH 19°55'10" WEST 117.46 FEET; THENCE SOUTH 57°42'19" EAST 140.00 FEET; THENCE SOUTH 25°34'44" EAST 60.00 FEET; THENCE SOUTH 01°14'39" EAST 250.00 FEET; THENCE SOUTH 18°11'47" EAST 41.57 FEET; THENCE SOUTH 01°14'39" EAST 355.00 FEET; THENCE SOUTH 65°26'49" EAST 183.04 FEET; THENCE NORTH 88°23'25" EAST 83.81 FEET; THENCE SOUTH 01° 36'35" EAST 212.50 FEET, TO A LINE THAT IS 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88°23'25" WEST 841.46 FEET ALONG SAID PARALLEL LINE, TO THE EAST LINE OF GRAEFEN SUBDIVISION AS RECORDED PER DOCUMENT NO. 19986127; THENCE SOUTH 01°39'23" EAST 50.00 FEET ALONG SAID EAST LINE, TO THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 88°23'25" EAST 1598.01 FEET ALONG SAID SOUTH LINE, TO THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 01°47'00" WEST 2642.08 FEET ALONG SAID EAST LINE, TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88°09'20" WEST 660.36 FEET ALONG SAID NORTH LINE, TO THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; THENCE SOUTH 01°43'27" EAST 889.90 FEET ALONG SAID EAST LINE, TO THE NORTH LINE OF THE SOUTH 23 ACRES OF THE OF THE NORTH 50 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; THENCE SOUTH 88°09'20" WEST 1272.55 FEET ALONG SAID NORTH LINE, TO SAID LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 01°36'20" EAST 418.68 FEET ALONG SAID PARALLEL LINE, TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT B TO LICENSE FOR GRADING  
GRAPHIC DEPICTION OF GRADING AREAS**



	SAITHY GLEN WEST FOREST PRESERVE EASEMENT AGREEMENT BRAND PARK, CONCORD, GEORGIA	DATED CALLAHAN & HENRY CIVIL ENGINEERS COUNTY OF CLATSOP, OREGON PROJECT NO. 2004-001 ALL RIGHTS RESERVED	<b>VANTAGEPOINT</b> ENGINEERING 1000 N. 10TH ST. SUITE 100 CLATSOP, OREGON 97141
	10' 0" 20' 0" 30' 0" 40' 0" 50' 0" 60' 0" 70' 0" 80' 0" 90' 0" 100' 0"		

## EXHIBIT C TO LICENSE FOR GRADING

### INSURANCE

Orchard Hill shall maintain in force at his/her expense the following insurance, it being understood that the FPD shall have the right to reasonably require Orchard Hill to adjust the coverage limits set forth below at any time:

Insurance against damage or destruction to the FPD's property and all property, whether or not owned by the FPD, which is located at the site of the work, providing "all risk" peril coverage, in the amount of 100% of replacement cost (collectively "All Risk Insurance"). Such insurance shall have an agreed amount endorsement if available.

Statutory worker's compensation coverage, and employer's liability coverage in the amount of \$500,000 bodily injury by each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit, or such lesser amount as may satisfy carriers of Orchard Hill's umbrella liability coverage.

Automobile liability coverage for bodily injury and property damage with a combined single limit per accident of \$1,000,000 for any owned, non-owned or hired automobile.

"Occurrence type" general liability insurance against bodily injury and property damage arising from occurrences in and about the site of the Work and covering the Contractors contractual liability for indemnification under this Agreement. Such insurance shall include product liability and completed operations coverage and a broad form general liability endorsement (ISO Form GL-0404 or its equivalent). Such coverage shall be in the amount of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Where professional services are to be rendered under the Agreement, professional liability insurance coverage in an amount satisfactory to the District shall also be obtained by the Orchard Hill.

Umbrella liability coverage (in form no less broad than underlying coverage) to apply in excess of automobile, general, contractual and employer liability, in an amount necessary to increase overall coverage to \$3,000,000 per occurrence.

All policies of insurance required hereunder shall be written by carriers which possess an A- policyholders rating or better and a minimum Class VII financial size category as listed at the time of issuance by A.M. Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories).

All policies of liability insurance shall name the FPD as an Additional Insured.

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

**Insurance Certificates:** Not later than the date on which coverage is to be provided hereunder and prior to the commencement of subsequent insurance renewals, shall furnish to District a

certificate evidencing the required coverage.

## EXHIBIT G TO AGREEMENT

### AGREEMENT FOR PERMANENT EASEMENT AND TREE MITIGATION

This Agreement for Permanent Easement and Tree Mitigation is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Forest Preserve District of Cook County, and Illinois Special District ("FPD") and the Village of Orland Park, and Illinois municipal corporation ("Orland Park").

#### RECITALS

WHEREAS, FPD Orland Park, Orland Park Building Company, and Illinois partnership, as beneficiary, and Standard Bank and Trust Company as Trustee under Trust #2860 and #8274 (together "Orland Hill"), have entered into a sale Agreement of even date herewith, incorporated by reference herein; and

WHEREAS, said sale Agreement, provides, inter alia, for the provision by FPD to Orland Park of a Permanent Easement for highway purposes along a portion of 143<sup>rd</sup> St., designated as the 143<sup>rd</sup> St. Property, and being graphically depicted in Exhibit A; and

WHEREAS, said sale Agreement further provides for donation by Orland Park to FPD of a 10.9± acre property designated as the "Tampier South Wetland", legally described in Exhibit B; and

WHEREAS, said sale Agreement further provides for donation by Orland Park and FPD of a 3± acre property designated as the Orland Park Property, and legally described on Exhibit C; and

WHEREAS, in consideration of the donation by Orland Park to FPD of the Tampier South Wetland and the Orland Park Property, FPD agrees to waive the standard highway easement fee; and

WHEREAS, the construction of the highway improvement on the 143<sup>rd</sup> St. Property will require the removal of trees from the easement area, and said sale Agreement provides that Orland Park will mitigate the loss of said trees as required by a Tree Mitigation Plan to be adopted by the parties; and

WHEREAS, the parties agree to consider the donation by Orland Park to FPD of the Tampier South Wetland and the Orland Park Property in calculating the amount and character of tree mitigation to be provided by Orland Park to FPD; and

WHEREAS, the parties wish to adopt a Tree Mitigation Plan, attached as Exhibit D, which reflects the formula for determination of the tree mitigation to be provided, and the description, schedule, and locations for its implementation.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises made herein, and those contained in the sale Agreement, the parties further agree as follows:

1. The provisions of the Recitals are, by this reference, herein incorporated and made a part of this Agreement.
2. FPD will convey to Orland Park a Permanent Easement, by document attached as Exhibit A.
3. Orland Park will donate and convey to FPD the Tampier South Wetland, by quit-claim deed attached in form as Exhibit B, and the Orland Park Property, by quit-claim deed attached in form as Exhibit C.
4. Orland Park will implement the tree mitigation improvements as reflected in the Tree Mitigation Plan attached as Exhibit D.

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

**FOREST PRESERVE DISTRICT OF  
COOK COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Toni Preckwinkle

Its: President

By: \_\_\_\_\_  
Mary R. Gardner

Its: Secretary

**VILLAGE OF ORLAND PARK**

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT B to FPD/IDOT Easements

**EXHIBIT A TO  
AGREEMENT FOR PERMANENT EASEMENT AND TREE MITIGATION**

**PERMANENT EASEMENT**

THIS INDENTURE witnesseth that the Grantor, the FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS, (hereafter "FPD" or "Grantor") by its President and Secretary and pursuant to the authority given them by its Board of Commissioners, in consideration of the conveyance by the Village of Orland Park to the FPD of the Tampier South Wetland and the Orland Park Property described below (hereafter "Orland Park" or "Grantee"), hereby grants to the Village of Orland Park a permanent highway easement for the purposes of a highway right of way over the property (the "Subject Property") described in the attached legal description as Exhibit A.

**Additional Rights and Reservation.** To the extent it is consistent with and expressly reflected in plans submitted to the Grantor by Orland Park, the Grantor further grants the right to permit others to use or operate, install, maintain, alter, repair, replace, renew, improve and remove other facilities and structures, including but not limited to, underground communication lines, fiber optics, wire, or other means of electricity, voice data, video, digitized information, pipes and conduits, upon and beneath the surface of said Subject Property, and overhead wires, cables, and poles or other structures for the support of such facilities and structures. FPD by granting this permanent easement to Orland Park, shall retain all rights of use of the Subject Property for FPD purposes to the extent such uses shall not interfere with its use for public highway purposes and the rights of use granted Orland Park herewith.

**Full Payment.** The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon conveyance by Orland Park to Grantor of the Tampier South Wetland and the Orland Park Property and implementation by Orland Park of the Tree Mitigation Plan, all claims arising out of the above acquisition will have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the Subject Property for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents, which may cause damage to the Grantor's remaining property.

**Compliance with Laws.** All work by Grantee shall comply with all applicable laws, statutes, building codes and regulations of general application (collectively, "Laws"). For purposes of this Agreement, the term "Laws" shall specifically include but not be limited to all laws, statutes and regulations pertaining to environmental contamination and cleanup, and protection of the environment.



**Conveyance of Property and Implementation of Tree Mitigation Plan.** The parties acknowledge that pursuant to a sale Agreement dated \_\_\_\_\_, 20\_\_\_\_, Orland Park has agreed to convey and donate to FPD the Tampier South Wetland, legally described on Exhibit B, and the Orland Park Property, legally described on Exhibit C, and Orland Park has further agreed to implement a Tree Mitigation Plan attached as Exhibit D. In consideration for the foregoing, FPD waives its standard highway easement fee and accepts the Tree Mitigation Plan in satisfaction for the removal by Orland Park of trees on the Subject Property, which must be removed for purposes of the highway improvement.

**No Lien.** Grantee shall not permit any lien to stand against the Subject Property, or any improvements thereon for any labor or materials in connection with work of any character performed or claimed to have been performed at the direction or sufferance of Grantee. In the event of any such lien attaching to the Subject Property or any improvements thereon, Grantee shall immediately have such lien released and failure by Grantee to do so shall constitute a breach of this Permanent Easement.

**Release of Claims.** Grantee assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the activities, operations or use of the Subject Property by Grantee, its agents, employees and contractors, and for those claiming through any of them (together the "Grantee"). Grantee, for itself and for those claiming through Grantee, hereby releases FPD, its officers, commissioners, employees, agents, licensees, contractors, guests and invitees (and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) from any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred in connection therewith) and for damage, destruction or theft of property, that may arise from operations on, or the use of, the Subject Property by Grantee.

**Indemnification.** Grantee hereby indemnifies and agrees to hold harmless and defend the FPD, its commissioners, officers, agents, servants and employees from and against any loss, claim, damage or claim for damages, and liabilities, including reasonable attorney's fees, for injuries to all persons and damage to or theft, misappropriation or loss of property occurring in or about the Subject Property arising out of the issuance of the easement; and Grantee's use or occupancy of the Subject Property, including any release of any substance and any violation of environmental or other regulations, or from any breach or default on the part of Grantee in the performance of any provision of this easement or due to any other act or omission of the Grantee or any of its agents, contractors, invitees or employees.

**Insurance.** Grantee shall cause any contractors and subcontractors carrying out operations on the Property on behalf of Grantee to comply with the insurance requirements set forth in Exhibit B attached hereto and made a part hereof. Neither the insurance required hereunder, nor the inadequacy or unavailability of coverage required hereunder, shall excuse Grantee's performance of any obligations hereunder or limit the liability of Grantee for any and all damages in excess of the coverages provided for in such policies of insurance or bonds.

**Successors and Assigns.** The terms "FPD" and/or "Grantor" and "Orland Park" and/or "Grantee" as used herein shall be deemed to include any and all successors, grantees and assigns of such parties and their respective successors, grantees and assigns. The parties acknowledge that the Illinois Department of Transportation ("IDOT") will participate with Orland Park in the construction of improvements contemplated on the Subject Property and that the rights secured by Orland Park through this Permanent Easement may be additionally assigned to IDOT by Orland Park without obviation of Orland Park's rights and obligations as set forth herein.

This permanent easement is made, executed and delivered pursuant the authorization of and action taken by the Board of Commissioners of the Forest Preserve District of Cook County, Illinois on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, said Grantor has caused its seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Secretary, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FOREST PRESERVE DISTRICT  
OF COOK COUNTY, ILLINOIS

BY:

\_\_\_\_\_

Toni Preckwinkle, – President

ATTEST:

\_\_\_\_\_

Mary R. Gardner, Secretary

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Toni Preckwinkle, personally known to me to be the President and Mary R. Gardner, personally known to me to be the Secretary of the

FOREST PRESERVE DISTRICT OF COOK COUNTY, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary of THE FOREST PRESERVE DISTRICT OF COOK COUNTY, and caused their seal to be affixed thereto, pursuant to authority, given by the Board of Commissioners of the FOREST PRESERVE DISTRICT OF COOK COUNTY, as their free and voluntary act, and as the free and voluntary act and deed of the FOREST PRESERVE DISTRICT OF COOK COUNTY, for the uses and purposes therein and set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Barbara A. Koch - Notary Public

Commission expires: \_\_\_\_\_

**ACCEPTED:**

**VILLAGE OF ORLAND PARK**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A TO PERMANENT EASEMENT**

Legal Description of 143<sup>rd</sup> Street Property

THE NORTH 17 FEET OF SOUTH 50 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE NORTH 17 FEET OF THE SOUTH 50 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE NORTH 17 FEET OF THE SOUTH 50 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## EXHIBIT B TO PERMANENT EASEMENT

### INSURANCE

Orland Park shall maintain in force at its expense the following insurance, it being understood that the FPD shall have the right to reasonably require Orland Park to adjust the coverage limits set forth below at any time:

Insurance against damage or destruction to the FPD's property and all property, whether or not owned by the FPD, which is located at the site of the work, providing "all risk" peril coverage, in the amount of 100% of replacement cost (collectively "All Risk Insurance"). Such insurance shall have an agreed amount endorsement if available.

Statutory worker's compensation coverage, and employer's liability coverage in the amount of \$500,000 bodily injury by each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit, or such lesser amount as may satisfy carriers of Orland Park's umbrella liability coverage.

Automobile liability coverage for bodily injury and property damage with a combined single limit per accident of \$1,000,000 for any owned, non-owned or hired automobile.

"Occurrence type" general liability insurance against bodily injury and property damage arising from occurrences in and about the site of the Work and covering the Contractors contractual liability for indemnification under this Agreement. Such insurance shall include product liability and completed operations coverage and a broad form general liability endorsement (ISO Form GL-0404 or its equivalent). Such coverage shall be in the amount of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Where professional services are to be rendered under the Agreement, professional liability insurance coverage in an amount satisfactory to the District shall also be obtained by the Orland Park.

Umbrella liability coverage (in form no less broad than underlying coverage) to apply in excess of automobile, general, contractual and employer liability, in an amount necessary to increase overall coverage to \$3,000,000 per occurrence.

All policies of insurance required hereunder shall be written by carriers which possess an A-policyholders rating or better and a minimum Class VII financial size category as listed at the time of issuance by A.M. Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories).

All policies of liability insurance shall name the FPD as an Additional Insured.

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

**Insurance Certificates:** Not later than the date on which coverage is to be provided hereunder and prior to the commencement of subsequent insurance renewals, shall furnish to District a certificate evidencing the required coverage.

**EXHIBIT B TO  
AGREEMENT FOR PERMANENT EASEMENT AND TREE MITIGATION**

Legal Description – Tampier South Wetland

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6 WITH THE WESTERLY LINE OF PROPERTY CONVEYED TO COOK COUNTY, ILLINOIS BY DEED RECORDED JUNE 5, 1939 AS DOCUMENT 12321867; THENCE SOUTH 88 DEGREES 21 MINUTES 13 SECONDS WEST 650.35 FEET ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 18 DEGREES 18 MINUTES 04 SECONDS WEST 256.94 FEET; THENCE SOUTH 65 DEGREES 54 MINUTES 21 SECONDS WEST 100.65 FEET; THENCE SOUTH 05 DEGREES 37 MINUTES 50 SECONDS WEST 353.55 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 13 SECONDS EAST 627.13 FEET; THENCE NORTH 54 DEGREES 25 MINUTES 14 SECONDS EAST 290.13 FEET, TO SAID WESTERLY LINE OF PROPERTY CONVEYED TO COOK COUNTY, ILLINOIS BY DEED RECORDED JUNE 5, 1939 AS DOCUMENT 12321867; THENCE NORTHERLY 466.79 FEET ALONG SAID WESTERLY LINE BEING THE ARC OF A CIRCLE OF 12327.7 FEET RADIUS CONCAVE EASTERLY HAVING A CHORD BEARING OF NORTH 00 DEGREES 40 MINUTES 05 SECONDS WEST, TO THE HEREIN DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

**EXHIBIT C TO  
AGREEMENT FOR PERMANENT EASEMENT AND TREE MITIGATION**

Legal Description - Orland Park Property

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 WITH A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 01°37'37" WEST 338.41 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 88°23'40" EAST 199.51 FEET, TO A POINT OF CURVE; THENCE EASTERLY 149.17 FEET ALONG THE ARC OF A CIRCLE OF 270.00 FEET RADIUS CONCAVE SOUTHERLY, TO A POINT OF REVERSE CURVE; THENCE EASTERLY 67.10 FEET ALONG THE ARC OF A CIRCLE OF 230.00 FEET RADIUS CONCAVE NORTHERLY; THENCE SOUTH 01°37'37" EAST 270.11 FEET TO THE SOUTH LINE OF SAID NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4; THENCE SOUTH 88°09'20" WEST 402.60 FEET ALONG SAID SOUTH LINE, TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**EXHIBIT D TO  
AGREEMENT FOR PERMANENT EASEMENT AND TREE MITIGATION  
TREE MITIGATION PLAN**



## EXHIBIT H TO AGREEMENT

### LICENSE AGREEMENT FOR MAINTENANCE REPAIR AND REPLACEMENT OF DRAINAGE TILES

This License Agreement for the Maintenance, Repair and Replacement of Drainage Tiles (the "Drainage Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Forest Preserve District of Cook County, an Illinois special district ("FPD") and Orchard Hill Building Company, an Illinois partnership, as beneficiary and Standard Bank and Trust Company as Trustee under Trusts # 2860 and #8274 (together "Orchard Hill").

#### RECITALS

WHEREAS, FPD and Orchard Hill have entered into a sale Agreement of even date herewith which provides, inter alia, for the conveyance by Orchard Hill and Orland Park to FPD of 23 acres of land located in the Brittany Glen West development tract (the "BGW/Orland Property") and the retention by Orchard Hill of the balance of said Brittany Glen West development tract (the "BGW Remainder") all parcels being legally described and graphically depicted on Exhibit A; and

WHEREAS, Orchard Hill presently maintains drainage tiles and concomitant drainage facilities (the "Drainage Tiles") within the BGW/Orland Property which accommodate the drainage of surface water from the BGW Remainder; and

WHEREAS, Orchard Hill intends to develop the BGW Remainder with a single family development (the "BGW Development") and to construct drainage infrastructure within the BGW Remainder to service the needs of said development; and

WHEREAS, until the drainage infrastructure in the BGW Development is constructed, Orchard Hill must maintain, repair and replace the existing Drainage Tiles in the BGW/Orland Property (also the "Licensed Property") in order to assure adequate drainage of surface water from the BGW Remainder; and

WHEREAS, as part of the consideration between the parties, contemplated in the sale Agreement described above, FPD wishes to provide, and Orchard Hill wishes to accept, this License Agreement, for the maintenance, repair, and replacement by Orchard Hill of the Drainage Tiles on the BGW/Orland Property.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

- 1. Recitals Incorporated by Reference.** The provisions of the Recitals are, by this reference, herein incorporated in and made a part of this License Agreement.
- 2. Provision of License.** Subject to the terms of this License Agreement and to all matters and conditions of record, FPD hereby gives to Orchard Hill, its successors and assigns a license to maintain, repair and replace the existing Drainage Tiles in the Licensed Property.
- 3. License Term.** This License shall be for a term commencing on or about January 1, 2011 (hereinafter referred to as the "License Commencement Date") and expiring on December 31, 2025 (hereinafter referred to as the "License Termination Date") or the date when construction of the drainage infrastructure in the BGW Development is completed, whichever is earlier.
- 4. Rights Granted with License.** The grant of the License includes the rights, permission and authority to enter upon such portions of the Licensed Property as may be reasonably necessary for the purpose of maintaining, repairing, replacing and operating the Drainage Tiles including replacement of Drainage Tiles that are partially or totally blocked or damaged and are no longer able to properly convey water, and for the purpose of exercising the rights and performing the obligations of Orchard Hill in accordance with the terms of this License Agreement, and in compliance with all applicable laws.
- 5. Time and Notice of Work.** Except in the event of an emergency, Orchard Hill shall give 48 hour prior notice of its intention to perform work on the Licensed Property to the General Superintendant of FPD or his authorized representative. Such notice shall include a description of the location of the work to be performed.
- 6. Reservation of Rights.** Subject to the terms of this License Agreement, FPD reserves the right to use and enjoy the Licensed Property, so long as the exercise of such rights does not unreasonably impair or interfere with Orchard Hill's use for the purposes herein granted. This License Agreement does not grant any right to Orchard Hill to construct additional facilities other than maintenance, repair and replacement of Drainage Tiles.
- 7. Restoration.** Upon completion of any work on the Licensed Property, Orchard Hill will restore the Licensed Property to its pre-existing condition.
- 8. Permits.** The issuance of this License by the FPD in no way relieves Orchard Hill from the obligations to apply for and receive, before the commencement of any work, all other licenses or permits required by any Federal State, or local agency for the work contemplated herein.
- 9. Compliance with Laws.** All maintenance, alteration, replacement, operation, repair and removal of the Drainage Tiles and all actions taken by Orchard Hill to maintain the Drainage Tiles clear of trees, undergrowth and brush, shall comply with all applicable laws, statutes, building codes and regulations of general application (collectively, "Laws"). For purposes of this Agreement, the term "Laws" shall specifically include but not be limited to all laws, statutes and regulations pertaining to environmental contamination and cleanup, and protection of the environment.
- 10. No Lien.** Orchard Hill shall not permit any lien to stand against the Licensed Property, or any improvements thereon for any labor or materials in connection with work of any

character performed or claimed to have been performed at the direction or sufferance of any member of the Orchard Hill Group. In the event of any such lien attaching to the FPD Property or any improvements thereon, Orchard Hill shall immediately have such lien released and failure by Orchard Hill to do so shall constitute a breach of this License Agreement.

**11. Release of Claims.** Orchard Hill assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the activities, operations or use of the Licensed Property by Orchard Hill, its agents, employees and contractors, and for those claiming through any of them (collectively, the "Orchard Hill Group"). Orchard Hill, for itself and for those claiming through Orchard Hill, hereby releases FPD, its officers, commissioners, employees, agents, licensees, contractors, guests and invitees (and their respective officers, directors, partners, employees, agents, mortgagees, licensees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively the "FPD Group") from any and all liability, loss, claims, demands, liens, damages, penalty, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the FPD Group in connection therewith) and for damage, destruction or theft of property, that may arise from operations on, or the use of, the Licensed Property by Orchard Hill Group.

**12. Indemnification.** Orchard Hill hereby indemnifies and agrees to hold harmless and defend the FPD, its commissioners, officers, agents, servants and employees from and against any loss, claim, damage or claim for damages, and liabilities, including reasonable attorney's fees, for injuries to all persons and damage to or theft, misappropriation or loss of property occurring in or about the Licensed Property arising out of the issuance of the License, the Orchard Hill's use or occupancy, including any release of any substance and any violation of environmental or other regulations, or from any breach or default on the part of Orchard Hill in the performance of any provision of this License or due to any other act or omission of Orchard Hill or any of its agents, contractors, invitees or employees.

**13. Insurance.** Orchard Hill shall cause any contractors and subcontractors carrying out operations on the Property on behalf of Orchard Hill to comply with the insurance requirements set forth in Exhibit B attached hereto and made a part hereof. Neither the insurance required hereunder, nor the inadequacy or unavailability of coverage required hereunder, shall excuse Orchard Hill's performance of any obligations hereunder or limit the liability of a Licensee for any and all damages in excess of the coverages provided for in such policies of insurance or bonds.

**14. Integration; Successors and Assigns.** This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. The terms "FPD" and "Orchard Hill" as used herein shall be deemed to include any and all successors, grantees and assigns of such parties and their respective successors, grantees and assigns.

**15. Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served on the first day following delivery if delivered to an overnight courier service or on the third day after deposit in the U.S. mail

as registered or certified mail, return receipt requested, postage prepaid, as follows:

**If to FPD:**

Forest Preserve District of Cook County, Illinois  
69 West Washington Street, Suite 2010  
Chicago, Illinois 60602  
Attn: Dennis A. White, Chief Attorney

**With a copy to:**

Neal & Leroy LLC  
203 N. LaSalle Street Suite 2300  
Chicago, Illinois 60601  
Attention: Michael D. Leroy

**If to Orchard Hill:**

John D. Gallagher  
Orchard Hill Building Company  
6280 Joliet Road  
Countryside, Illinois 60525

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

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**IN WITNESS WHEREOF**, the parties hereto have executed this License Agreement as of the day and year first above written as in sale Agreement but without Orland Park.

**FOREST PRESERVE DISTRICT OF  
COOK  
COUNTY, ILLINOIS**

By: \_\_\_\_\_  
Mary R. Gardner

Its: Secretary

By: \_\_\_\_\_  
Toni Preckwinkle

Its: President

**STANDARD BANK AND TRUST UNDER  
TRUST AGREEMENT DATED APRIL 18,  
1966 AND KNOWN AS TRUST #2860**

By: \_\_\_\_\_

Its:  
\_\_\_\_\_

**STANDARD BANK AND TRUST UNDER  
TRUST AGREEMENT DATED  
\_\_\_\_\_ AND KNOWN AS TRUST  
#8274**

By: \_\_\_\_\_

Its:  
\_\_\_\_\_

**ORCHARD HILL BUILDING COMPANY,  
an Illinois partnership**

By: \_\_\_\_\_  
John D. Gallagher

Its: Managing Partner

## EXHIBIT A TO LICENSE FOR DRAINAGE TILE

### Legal Description of BGW Sale Property

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 WITH A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 01°37'37" WEST 338.41 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 88°23'40" EAST 199.51 FEET, TO A POINT OF CURVE; THENCE EASTERLY 149.17 FEET ALONG THE ARC OF A CIRCLE OF 270.00 FEET RADIUS CONCAVE SOUTHERLY, TO A POINT OF REVERSE CURVE; THENCE EASTERLY 67.10 FEET ALONG THE ARC OF A CIRCLE OF 230.00 FEET RADIUS CONCAVE NORTHERLY, TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY 60.93 FEET ALONG SAID ARC OF A CIRCLE OF 230.00 FEET RADIUS CONCAVE NORTHERLY, TO A POINT OF TANGENCY; THENCE NORTH 88°09'20" EAST 207.25 FEET, TO A POINT OF CURVE; THENCE EASTERLY 160.40 FEET ALONG THE ARC OF A CIRCLE OF 570.00 FEET RADIUS CONCAVE SOUTHERLY; THENCE SOUTH 19°55'59" WEST 117.46 FEET; THENCE SOUTH 57°42'19" EAST 140.00 FEET; THENCE SOUTH 25°34'44" EAST 60.00 FEET; THENCE SOUTH 01°14'39" EAST 250.00 FEET; THENCE SOUTH 18°11'47" EAST 41.57 FEET; THENCE SOUTH 01°14'39" EAST 355.00 FEET; THENCE SOUTH 65°26'49" EAST 183.04 FEET; THENCE NORTH 88°23'25" EAST 83.81 FEET; THENCE SOUTH 01°36'35" EAST 212.66 FEET, TO A LINE THAT IS 50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88°23'02" WEST 841.68 FEET ALONG SAID PARALLEL LINE, TO THE EAST LINE OF GRAEFEN SUBDIVISION AS RECORDED PER DOCUMENT NO. 19986127; THENCE NORTH 01°37'37" WEST 518.28 FEET ALONG SAID EAST LINE, TO THE SOUTH LINE OF THE NORTH 46.55 FEET OF LOT 3 IN SAID GRAEFEN SUBDIVISION; THENCE SOUTH 88°10'13" WEST 340.00 FEET ALONG SAID SOUTH LINE, TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 01°37'37" WEST 420.44 FEET ALONG THE WEST LINES OF SAID LOT 3 AND LOTS 4 AND 5 IN SAID GRAEFEN SUBDIVISION, TO SAID SOUTH LINE OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 88°09'20" EAST 402.60 FEET ALONG SAID SOUTH LINE; THENCE NORTH 01°37'37" WEST 270.11 FEET, TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### Legal Description of the BGW Remainder

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 WITH A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 1°36'20" WEST 338.41 FEET ALONG SAID PARALLEL LINE, TO THE POINT OF BEGINNING; THENCE NORTH 88°23'40" EAST 200.00 FEET, TO A POINT OF CURVE; THENCE EASTERLY 149.17 FEET ALONG THE ARC OF A CIRCLE OF 270.00 FEET RADIUS CONCAVE SOUTHERLY, TO A POINT OF REVERSE CURVE; THENCE EASTERLY 128.03 FEET ALONG THE ARC OF A CIRCLE OF 230.00 FEET RADIUS CONCAVE NORTHERLY, TO A POINT OF TANGENCY; THENCE NORTH 88°09'20" EAST 207.25 FEET, TO A POINT OF CURVE; THENCE EASTERLY 160.40 FEET ALONG THE ARC OF A CIRCLE OF 570.00 FEET RADIUS CONCAVE SOUTHERLY; THENCE SOUTH 19°55'10" WEST 117.46 FEET; THENCE SOUTH 57°42'19" EAST 140.00 FEET; THENCE SOUTH 25°34'44" EAST 60.00 FEET; THENCE SOUTH 01°14'39" EAST 250.00 FEET; THENCE SOUTH 18°11'47" EAST 41.57 FEET; THENCE SOUTH 01°14'39" EAST 355.00 FEET; THENCE SOUTH 65°26'49" EAST 183.04 FEET; THENCE NORTH 88°23'25" EAST 83.81 FEET; THENCE SOUTH 01°36'35" EAST 212.50 FEET, TO A LINE THAT IS 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88°23'25" WEST 841.46 FEET ALONG SAID PARALLEL LINE, TO THE EAST LINE OF GRAEFEN SUBDIVISION AS RECORDED PER DOCUMENT NO. 19986127; THENCE SOUTH 01°39'23" EAST 50.00 FEET ALONG SAID EAST LINE, TO THE SOUTH LINE OF

SAID SOUTHWEST 1/4; THENCE NORTH 88°23'25" EAST 1598.01 FEET ALONG SAID SOUTH LINE, TO THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 01°47'00" WEST 2642.08 FEET ALONG SAID EAST LINE, TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 88°09'20" WEST 660.36 FEET ALONG SAID NORTH LINE, TO THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; THENCE SOUTH 01°43'27" EAST 889.90 FEET ALONG SAID EAST LINE, TO THE NORTH LINE OF THE SOUTH 23 ACRES OF THE OF THE NORTH 50 ACRES OF SAID WEST 1/2 OF THE SOUTHWEST 1/4; THENCE SOUTH 88°09'20" WEST 1272.55 FEET ALONG SAID NORTH LINE, TO SAID LINE 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 01°36'20" EAST 418.68 FEET ALONG SAID PARALLEL LINE, TO THE HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## EXHIBIT B TO LICENSE FOR DRAINAGE TILE

### INSURANCE

Orchard Hill shall maintain in force at his/her expense the following insurance, it being understood that the FPD shall have the right to reasonably require Orchard Hill to adjust the coverage limits set forth below at any time:

Insurance against damage or destruction to the FPD's property and all property, whether or not owned by the FPD, which is located at the site of the work, providing "all risk" peril coverage, in the amount of 100% of replacement cost (collectively "All Risk Insurance"). Such insurance shall have an agreed amount endorsement if available.

Statutory worker's compensation coverage, and employer's liability coverage in the amount of \$500,000 bodily injury by each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit, or such lesser amount as may satisfy carriers of Orchard Hill's umbrella liability coverage.

Automobile liability coverage for bodily injury and property damage with a combined single limit per accident of \$1,000,000 for any owned, non-owned or hired automobile.

"Occurrence type" general liability insurance against bodily injury and property damage arising from occurrences in and about the site of the Work and covering the Contractors contractual liability for indemnification under this Agreement. Such insurance shall include product liability and completed operations coverage and a broad form general liability endorsement (ISO Form GL-0404 or its equivalent). Such coverage shall be in the amount of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Where professional services are to be rendered under the Agreement, professional liability insurance coverage in an amount satisfactory to the District shall also be obtained by the Orchard Hill.

Umbrella liability coverage (in form no less broad than underlying coverage) to apply in excess of automobile, general, contractual and employer liability, in an amount necessary to increase overall coverage to \$3,000,000 per occurrence.

All policies of insurance required hereunder shall be written by carriers which possess an A- policyholders rating or better and a minimum Class VII financial size category as listed at the time of issuance by A.M. Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories).

All policies of liability insurance shall name the FPD as an Additional Insured.

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

**Insurance Certificates:** Not later than the date on which coverage is to be provided hereunder and prior to the commencement of subsequent insurance renewals, shall furnish to District a certificate evidencing the required coverage.



**EXHIBIT I to AGREEMENT**

**FPD/IDOT EASEMENTS**

EXHIBIT A to FPD/IDOT Easements

Name: The Forest Preserve  
District of Cook County

RECORDER'S USE

Route:  
Section:  
Project No.:

Job No.:  
Parcel No.:  
Station

County: Cook

Index Nos.:

**TEMPORARY HIGHWAY  
EASEMENT**

**FOR  
ROADWAY CONSTRUCTION**

THIS INDENTURE WITNESSETH, That the Grantor, the Forest Preserve District of Cook County, by its president and Secretary and pursuant to authority given them by the Board of Commissioners of the Forest Preserve District of Cook County, in consideration of the sum of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_) hereby grants to the Illinois Department of Transportation, Division of Highways, a temporary highway easement for roadway construction over the property described in the attached legal description and designated Parcel \_\_\_\_\_ on Job No. \_\_\_\_\_. This easement shall be in effect for \_\_\_\_\_ ( ) years from the date of execution or completion of construction operations, whichever comes first. All area will be left in a neat and presentable condition.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011

FOREST PRESERVE DISTRICT  
OF COOK COUNTY

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Toni Preckwinkle, personally known to me to be the President of the Forest Preserve District of Cook County, Illinois and Mary Russell Gardner, personally known to me to be Secretary of the Forest Preserve District of Cook County, Illinois and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as President and Secretary of the Forest Preserve District of Cook County, Illinois pursuant to authority given by Board of Commissioners of the Forest Preserve District of Cook County, Illinois, as their free and voluntary act, and the free and voluntary act and deed of said Forest Preserve District of Cook County, Illinois, for uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

(SEAL)

\_\_\_\_\_

NOTARY PUBLIC

*Prepared by, Return and mail taxes to Grantee's address:*

*Illinois Department of Transportation, Division of Highways/District 1, 201 West Center Court, Schaumburg, IL 60196-1096*

EXHIBIT B to FPD/IDOT Easements

RECORDER'S USE

Owner **THE FOREST PRESERVE**

**DISTRICT OF COOK COUNTY**

Parcel No.

Route

Location

County **Cook**

**Job No.**

PIN

**PERMANENT EASEMENT**

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THIS INDENTURE witnesseth that the Grantor, the FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS, by its President and Secretary and pursuant to the authority given them by the Board of Commissioners of the Forest Preserve District of Cook County, Illinois, in consideration of the sum of \_\_\_\_\_ (\$\_\_\_\_\_) paid by the State of Illinois acting by and through the Department of Transportation, hereby grants to the State of Illinois, Department of Transportation, Division of Highways a permanent highway easement for the purposes of a highway right of way over the property described in the attached legal description and designated Parcel \_\_\_\_\_ - on Job Number \_\_\_\_\_.

To the extent it is consistent with and expressly reflected in plans submitted to the Grantor by The State of Illinois, Department of Transportation, the Grantor further grants the right to permit others to use or operate, install, maintain, alter, repair, replace, renew, improve and remove other facilities and structures, including but not limited to, underground communication lines, fiber optics, wire, or other means of electricity, voice data, video, digitized information, pipes and conduits, upon and beneath the surface of said premises, and overhead wires, cables, and poles or other structures for the support of such facilities and structures. The Forest Preserve District by granting this permanent easement to the State of Illinois, Department of Transportation, shall retain all rights of use of this land for Forest Preserve District purposes to the extent such uses shall not interfere with its use for public highway purposes and the rights of use granted the State of Illinois Department of Transportation herewith.

The Grantor, without limiting the interest above granted and conveyed, does hereby acknowledge that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including any diminution in value to any remaining property of the Grantor caused by the opening, improving and using the above-described premises for highway purposes. This acknowledgment does not waive any claim for trespass or negligence against the Grantee or Grantee's agents, which may cause damage to the Grantor's remaining property.

This permanent easement is made, executed and delivered in pursuance of a resolution duly adopted at a meeting of the Board of Commissioners of the said corporation held on the \_\_\_\_\_ day of \_\_\_\_\_.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President, and attested by its Acting Secretary, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20 \_\_\_\_\_.

FOREST PRESERVE DISTRICT  
OF COOK COUNTY, ILLINOIS

BY: \_\_\_\_\_  
Toni Preckwinle – President

ATTEST: \_\_\_\_\_  
Mary Russell Gardner – Secretary

STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Toni Preckwinkle and Mary Russell Gardner personally known to me to be the President and the Secretary of the FOREST PRESERVE DISTRICT OF COOK COUNTY, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Acting Secretary of THE FOREST PRESERVE DISTRICT OF COOK COUNTY, and caused their seal to be affixed thereto, pursuant to authority, given by the Board of Commissioners of the FOREST PRESERVE DISTRICT OF COOK COUNTY, as their free and voluntary act, and as the free and voluntary act and deed of the FOREST PRESERVE DISTRICT OF COOK COUNTY, for the uses and purposes therein and set forth.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public