

**PRE-CLOSING
ACCESS AGREEMENT**

WHEREAS, the VILLAGE OF ORLAND PARK ("Seller") and JOHN BARRETT ("Purchaser") are about to enter into or have entered into a "REAL ESTATE SALE CONTRACT" ("Contract") with respect to the sale and purchase of certain real estate commonly known as 14610 Westwood Avenue, Orland Park, Illinois (the "Property"); and

WHEREAS, the Purchaser desires to conduct certain soil tests of the Property prior to closing the purchase of the Property.

NOW, THEREFORE, in consideration of the mutual promises contained in this Access Agreement and the Contract and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by each of Seller and Purchaser (hereinafter sometimes individually referred to a "Party" and collectively as the "Parties"),

THE PARTIES AGREE AS FOLLOWS:

A. Seller agrees that Purchaser and its contractors, subcontractors and their respective employees (collectively, "Purchaser's Representatives") shall have the right to enter upon the Property, within thirty (30) days after the execution of the Contract to conduct reasonable tests thereon and thereof, including but not limited to the soils, and to make such other examinations with respect thereto as Purchaser, or its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary; provided, however, Purchaser shall not conduct any environmental investigations of the Property without Seller's prior written consent. Any tests or examinations of the Property by Purchaser and all costs and expenses in connection with the Purchaser's testing, examination and inspection of the Property shall be at the sole cost of Purchaser, and shall be performed in a manner not to unreasonably interfere with Seller's ownership of the Property or increase Seller's liability with respect to Seller's ownership of the Property.

Purchaser may engage only qualified, independent contractors, subcontractors or consultants to assist with any structural investigation of the Property; however, no contractual, legal or other relationship will be created between Seller and any such contractor, subcontractor or consultant as a result. The inspection shall not create any obligation on the part of Seller to pay or to see that the payment of any sum is made to any such contractor, subcontractor or consultant.

B. Purchaser hereby agrees to indemnify, defend and save Seller harmless from and against any and all costs, liens, losses, claims, liabilities or expenses relating to personal injury or property damage, including reasonable attorneys' fees and costs, to the extent arising out of or related to Purchaser's or Purchaser's Representatives' conduct of activities at the Property. This indemnity shall not expire and shall survive the closing date.

C. Purchaser and Purchaser's Representatives shall maintain in full force and effect statutory worker's compensation insurance coverage and commercial general liability insurance (which includes, but is not limited to, contractual liability coverage) covering claims for bodily injury and property damage occurring on, in or about the Property, with limits of at least \$1,000,000 combined single limit per occurrence. Prior to entry upon the Property, Purchaser shall provide Seller certificates evidencing such coverage and naming Seller as an additional insured party for liability insurance, including a waiver of subrogation. All policies required herein shall be purchased from insurers licensed in the State of Illinois and shall be rated in the most recent Best's Insurance Reports as having a minimum policyholder's rating of "A-" and a financial category no lower than "VI" (\$25 million to \$50 million of adjusted policyholder's surplus).

D. All activities undertaken by Purchaser or Purchaser's Representatives on the Property

during the Inspection Period shall fully comply with all applicable laws, rules and regulations of all governmental and quasi-governmental authorities, including laws relating to worker safety and to proper disposal of any samples taken from the Property. Purchaser shall be solely responsible for the off-site disposal of any samples taken or waste obtained from the tests performed by the Purchaser or Purchaser's Representatives pursuant to this Pre-Closing Access Agreement.

E. Purchaser and Purchaser's Representatives hereby understand and agree that they shall enter upon the Property at their own risk. Seller shall have no duty to inspect the Property and shall have no duty to warn any person of any latent or patent defect, condition or risk that may exist on the Property or that might be incurred in the exercise of the rights granted herein.

F. Purchaser understands and agrees that he is purchasing the Property "as is" with no warranties or representations being made by the Seller as to the condition of the Property and, further, the results of any tests or examinations of the Property conducted by the Purchaser or Purchaser's Representatives shall not provide Purchaser any cause or justification to terminate the Contract or fail to consummate the purchase of the Property as provided in the Contract.

G. Nothing contained in or implied from any provision of this Pre-Closing Access Agreement shall constitute a waiver by the Village of Orland Park of any of its defenses and immunities under applicable law, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

JOHN BARRETT	VILLAGE OF ORLAND PARK, ILLINOIS
For Purchaser:	For Seller:
By: <u>John Barrett</u> John Barrett	By: <u>Joseph LaMargo</u> - Joseph LaMargo, Village Manager
Date: <u>11-13-18</u>	Date: <u>11/15/18</u>

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2017

PRODUCER (708) 349-2000

Old Orland Ins. Agency, Inc.

14306 Union Avenue

PO Box 377

Orland Park, IL 60462-0377

INSURED

Blackwater Development, Inc.

15122 108th Ave.

Orland Park

IL 60467-3005

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A Auto-Owners Insurance Co.

INSURER B Technology Insurance Co.

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	07659730-18	02/06/2018	02/06/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	96-659-730-00	04/23/2018	04/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$ 10,000		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TARIL86459-02	02/06/2018	02/06/2019	WC STATU-TORY LIMITS ☒ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER BUILDERS RISK Model Homes	07659730-18	02/06/2018	02/06/2019	COVERAGE VARIES BY LOCATION

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The Village of Orland Park and John Barrett are GL additional insured, with waiver of subrogation, in regard to:
13610 Westwood Dr.
Orland Park, IL 60462

CERTIFICATE HOLDER

(708) 403-6220

(708) 403-6215

ATTN:

Orland Park, Village of
14700 Ravinia Ave.

Orland Park, IL 60462-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

INS025 (0108).05

ELECTRONIC LASER FORMS, INC. - (800)327-0545

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.