
REDEVELOPMENT AGREEMENT

Between

VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS

And

LANDAUER, INC.

Dated as of May ____, 2014

(WORKER TRAINING)

REDEVELOPMENT AGREEMENT

This Redevelopment Agreement (the "Agreement") is made and entered into as of the ___st day of May, 2014 by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the "Village") and **LANDAUER, INC.**, ("Landauer" or "Developer"), a Delaware Corporation located at 1, 2 & 3 Science Road, Glenwood, Il. (The Village and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

A. The Village has, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act") the authority to approve redevelopment plans and projects for areas within its jurisdiction designated by the Village as blighted or conservation areas pursuant to the Act.

B. The Village has, in accordance with the Act, by Ordinances nos. 1991-14, 1991-15, and 1991-16, adopted a Redevelopment Plan and Project and designated the Redevelopment Project Area known as the Glenwood Industrial Park Redevelopment Project Area. These Ordinances were subsequently amended by: (1) Ordinances 1991-24, 1991-25 and 1991-26 (the "First Amendment"); (2) Ordinances 1992-3, 1992-4 and 1992-5 (the "Second Amendment"); (3) Ordinances 2011-25, 2011-26 and 2011-27 which removed certain property from the Glenwood Industrial Park Redevelopment Project Area (the "Third Amendment"); and Ordinances 2012-18, 2012-19, and 2012-20 which adopted a new budget and extended the term of the Glenwood Industrial Park Redevelopment Project Area by an additional 12 years to December 31, 2027, which is the December 31st of the year in which the payment of property tax increment funds will be made to the Village with respect to *ad valorem* taxes levied in the 35th calendar year (2026) after the year in which the Industrial Park Redevelopment Project Area was initially adopted (1991) (the "Fourth Amendment").

C. The Village has adopted tax increment financing for the Industrial Park Redevelopment Project Area, as amended. The "Subject Property" as used in this Agreement is the property identified by PINs#: 32-04-301-001-0000, 32-04-301-002-0000 and 32-04-301-003-0000 and is further commonly known as 1, 2 and 3 Science Road, Glenwood, Illinois. The Subject Property is owned by Landauer and is used for its business operations. The Subject Property is located in the Glenwood Industrial Park Redevelopment Project Area.

D. By a previous redevelopment agreement dated February, 2014, the Village agreed to provide a development incentive for the developer's remodeling and renovation of its existing building located within the Subject Property. The renovation of the Developer's exiting buildings on the Subject Property includes, in part, includes the creation of additional workstations for additional employees.

E. Developer, at this time, intends to engage in a job creation and training project as outlined on Exhibit A and further described in this Agreement.

F. Section 5/11-74.4-3(q)(5) of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-3(q)(5) provides that the "costs of job training and retraining projects ... implemented by businesses within the redevelopment project area' are eligible redevelopment project costs under the Act.

G. The corporate authorities of the Village, after due and careful consideration, have concluded that the Developer's creation of new full time positions working at the Subject Property and the training of individuals to fill those positions working at the Subject Property will further the growth of the Village, facilitate the redevelopment of the Industrial Park Redevelopment Project Area; improve the environment of the Village; increase the economic activity within the Village; provide and/or maintain jobs within the Village; and otherwise be in the best interests of the Village by furthering health, safety, morals and welfare of its residents and taxpayers.

H. The Developer's creation of new full time employment positions working at the Subject Property and the training of those new workers would not occur but for the incentives provided for in this Agreement which the Village deems to be reasonable and necessary for the job creation and training project contemplated by this Agreement.

I. No shareholder, officer, director or employee of the Developer is an elected official, officer or employee of the Village.

J. The Village has by motion or a resolution approved by a majority vote of its Board of Trustees authorized the execution and delivery of this Agreement between the Village and the Developer in order to facilitate the job creation and retraining project outlined in Exhibit A and contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I RECITALS PART OF AGREEMENT

1.1 **Incorporation of Recitals.** The recitations and representations set forth in the foregoing recitals are true, material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II MUTUAL ASSISTANCE

2.1 **Cooperation.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. Further, the Village agrees that it will not enact any ordinances or resolutions removing the Subject Property from the Industrial Park Redevelopment Project Area, or otherwise revoke or amend any ordinances or resolutions

adopted by the Village relating to the Industrial Park Redevelopment Project Area, the Redevelopment Plan and Project or this Agreement, without the prior written consent of the Developer.

2.2 The Developer represents and warrants that it is authorized to do business in Illinois and that it is in good standing.

ARTICLE III **REDEVELOPMENT PROJECT**

3.1 **Redevelopment Project.** In order to further the development of the Industrial Park Redevelopment Project Area, the Developer shall undertake a job creation and training project that shall include the following components:

- A. Providing up to 14 existing full-time employees that work at the Subject Property in customer service and sales assistant positions with up to 6 hours of training in the performance of their positions.
- B. Hiring up to 19 full-time Customer Service Representatives to work at the Subject Property that will each receive up to 326 hours of training in the performance of their position.
- C. Hiring up to one full-time additional IT Business Analyst- Customer Service employee that will work at the Subject Property and receive up to 160 hours of training in the performance of their position.

The Developer's job creation and training project as described above and in Exhibit A shall herein be referred to as the "Redevelopment Project." The Parties agree that the Redevelopment Project may be modified or revised from time to time as mutually agreed to by the Parties.

3.2 **Redevelopment Project Schedule.** The Redevelopment Project shall be completed prior to December 31, 2014.

3.3 **Developer to be responsible for hiring and training practices.** The Developer shall have the sole and complete discretion to determine job qualifications, its hiring practices and all other employment and hiring practices and policies utilized by the Developer. The Developer shall fully comply with all applicable Federal, State, and County laws and regulations and shall not discriminate in the hiring, promotion or employment against any individual in any manner that contrary to any Federal, State or County law or regulation that is applicable to the Developer. The Village shall not have any control over any of the Developer's hiring, promotion or employment practices or policies. The Developer covenants and agrees to defend (with counsel reasonably satisfactory to the Indemnitees), indemnify and save the Village and its officers, agents, employees, engineers and attorneys (the "Indemnitees") harmless from and against any claims, damages, demands, expenses, liabilities and losses, including, but not limited

to, any claims against the Village for the Developer's failure to comply with any Federal, State or County law or regulation applicable to it which in any manner relates to the hiring, promotion or employment of any employees by the Developer.

3.4 **Completion of Redevelopment Project.** The Developer agrees to pay any and all costs and expenses necessary for the timely completion of the Redevelopment Project, even if said costs and expenses exceed the project budget as outlined in Exhibit A or any amendments thereto.

3.5 **Village's Right to Monitor and Inspect Redevelopment Project.** In addition to any other rights specified in this Agreement with regard to the Redevelopment Project, the Village shall have the right, but not the obligation to, inspect the Subject Property for the purpose of monitoring the progress of the Redevelopment Project. During such inspections, which may be made with reasonable advance notice to the officer designated by Developer during normal business hours, Village representatives shall be allowed access to the site as necessary for the Village to determine whether the Redevelopment Project is proceeding in compliance with this Agreement. The Village's rights set forth herein and the Village's exercise of said rights shall not be construed to relieve the Developer of its separate and independent obligations under this Agreement or as a waiver of any rights of the Village regarding this Agreement and the Redevelopment Project. Authorized representatives of the Village who enter the Subject Property shall enter the site at their own risk and shall comply with the reasonable safety measures prescribed by Developer from time to time.

ARTICLE IV PAYMENT AND REIMBURSEMENT OF REDEVELOPMENT PROJECT COSTS

4.1 **Definitions.**

(a) For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include the actual costs incurred by the Developer for the Redevelopment Project as well as the Developer's actual Training Development and Oversight Costs which meet the requirements of Section 5/11-74.4-3(q)(5) of the Act but only to the extent they are described and authorized by this Agreement. "Eligible Redevelopment Project Costs" means Redevelopment Project Costs that have received a Certificate of Eligibility from the Village.

(b) "Real Estate Tax Increment" means the amount of incremental property tax revenue collected from the Industrial Park Redevelopment Project Area pursuant to the Act that are generated as a result of the extension of *ad valorem* real estate taxes upon the property within the Industrial Park Redevelopment Project Area which is not otherwise pledged to the payment of any particular obligation. **In the event the Real Estate Tax Increment is insufficient to reimburse Developer for any portion of the amount due from the Village, the Village shall reimburse the Developer from other sources.**

4.2 Incentive, Method of Payment.

(A) The Parties acknowledge that the Redevelopment Project for the Subject Property as contemplated by this Agreement will be assisted in part by the reimbursement to the Developer of the following amounts:

1. Developer's actual costs for up to 6 employee training hours provided to up to 14 existing full-time employees that work at the Subject Property in customer service and sales assistant positions in a total amount that shall not exceed the **lesser** of either: (a) \$2,187.79 or (b) the product of the number of employee training hours for this component of the Redevelopment Project multiplied by \$26.04 per hour. This amount shall be paid within 30 days after the Developer receives a Certificate of Eligibility for this component of the Redevelopment Project.
2. Developer's actual costs for 160 employee training hours providing training to existing and newly hired full-time employees by a full-time IT Business Analyst-Customer Service employee that works at the Subject Property in a total amount that shall not exceed the **lesser** of either: (a) \$6,023.08 or (b) the product of the number of employee training hours for this component times \$37.64 per hour. This amount shall be paid within 30 days after the Developer receives a Certificate of Eligibility for this component of the Redevelopment Project.
3. Developer's actual cost for the hours spent by its existing employees working at the Subject Property in providing and/or overseeing training at the Subject Property pursuant to the Redevelopment Project in a total amount that shall not exceed the **lesser** of either: (a) \$69,261.37 or (b) the product of the number of hours spent by its existing employees in providing and/or overseeing training at the Subject Property pursuant to the Redevelopment Project times \$42.91 per hour. This amount shall be paid within 30 days after the Developer receives a Certificate of Eligibility for this component of the Redevelopment Project.
4. Developer's actual costs for 326 employee training hours provided to up to 19 newly hired full-time Customer Service Representatives that work at the Subject Property in a total amount that shall not exceed the **lesser** of either: (a) \$108,254.09 or (b) the product of the number of employee training hours for this component times \$17.47 per hour. This amount shall be paid within 30 days after the Developer receives a Certificate of Eligibility for this component of the Redevelopment Project.
5. Notwithstanding any other provision of this Agreement, the maximum payment the Developer may receive pursuant to this Agreement shall be \$185,726.33 (One Hundred Eighty Five Thousand, Seven Hundred Twenty Six Dollars and Thirty Three Cents).

(B) At no time shall the Developer receive any interest on any amounts owed to it under this Agreement.

(C) The Developer agrees that all reimbursement payments due under this Agreement shall be made to Landauer, Inc.

(D) **Agreement to Pay Taxes.** The Developer agrees that it shall pay or cause to be paid all real estate tax bills for the Subject Property promptly on or before the due date of such tax bills. The Developer's failure to timely pay all real estate tax bills due prior to the termination of this Agreement shall be a material breach of this Agreement.

4.3 **Certification of Redevelopment Project Costs.**

The Developer shall apply for the issuance of a Certificate of Eligibility for its Redevelopment Project Costs for each reimbursement category set forth in Section 4.2(A)(1) through (A)(4) by submitting to the Village a written request for certification that describes in detail the cost item or items for which certification is sought (a "Certification Application"). Each Certification Application shall be accompanied by such documentation itemizing the dates and times of the employee training hours and the dates and time spent by the Developer employees providing and overseeing the training as may be relevant to the category to which the application applies. Each employee receiving training, their position and the training received shall be identified. Documentation identifying the new Customer Service representatives hired and the date of their hire shall also be provided when relevant. Documentation showing that the employee(s) providing and receiving training work at the Subject Property shall be provided with each Certification Application. Each Application shall also include the identity of each employee that serves in a Customer Service Representative role at the Subject Property at the time of the Application. An affidavit shall be submitted by a Developer Officer with principal knowledge of the Redevelopment Project stating that the records submitted are true and correct.

The Village shall have the right to inspect the Developer's employments and payroll records for any employee and time period relevant to any Certification Application has been submitted and to review the records of Developer and/or any of its consultants or contractors which contain information reasonably necessary for the Village to evaluate whether a cost for which reimbursement is sought is a Redevelopment Project Cost and whether there has otherwise been compliance with the terms of this Agreement. Developer, to the maximum extent permitted by law and to the maximum extent that it has the authority to do so, shall cause any person having possession of information relating to a Certification Application to furnish the Village with information which the Village reasonably considers appropriate for its determination as to whether or not the Certification Application shall be approved.

If the Village determines that the costs for which reimbursement is requested in a Certification Application are Eligible Redevelopment Project Costs and that there has otherwise been compliance with the provisions of this Agreement, as such provisions pertain to the Certification Application, the Village shall issue a written Certificate of Eligibility for the costs. In the event the Village determines that some, but not all, of the costs described in a Certification Application are Eligible Redevelopment Project Costs, the Village shall, proceed to issue a Certificate of Eligibility for that portion of the costs described in the Certification Application

which the Village determines constitute Redevelopment Project Costs and send a notice of disapproval as to those costs described in the Certification Application which the Village was unable to determine constitute Eligible Redevelopment Project Costs. If the Village refuses to issue a Certificate of Eligibility as to all or a portion of the costs described in a Certification Application, Developer shall have the right to include such costs in a subsequent Certification Application unless the Village issues a determination that the costs cannot constitute an Eligible Redevelopment Project Cost pursuant to the provisions of this Agreement or pursuant to any applicable law, ordinance, rule or regulation.

The Village shall have thirty-five (35) days after submission of the last required item containing information relating to a Certification Application or the submission of the Certification Application, whichever occurs last, to approve or disapprove a Certification Application and, if the Certification Application is approved, issue a Certificate of Eligibility. If the Certification Application is not approved, the Village shall identify specifically those items that it is not approving and shall issue a Certificate of Eligibility for all other items in the Certification Application.

4.4 Village's Right to Inspect Books and Records. The Developer agrees that, up to four years after completion and approval of the Redevelopment Project, the Village, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, the Developer's books and records relating to the Redevelopment Project funded by the Village hereunder (including the following, if any: all relevant employee records; payroll information and records; and hiring records) in order to confirm that reimbursement is being made, or was made, for Redevelopment Project Costs as permitted by this Agreement. .

The Village acknowledges that certain documents of the Developer, if copied by the Village, pursuant to this Section 4.4, may constitute commercial and financial information which is non-public and proprietary, privileged and confidential, and appropriately exempt from public disclosure under Section 7(1)(g) of the Illinois Freedom of Information Act (5 ILCS 140 *et. seq.*, to be called the "FOIA Act"). If Developer asserts that certain documents copied by the Village pursuant to this Section are confidential, proprietary and privileged and that disclosure of such commercial and financial information would cause the Developer competitive harm, the Village agrees, prior to turning over any such information pursuant to a request, to notify the Developer of such a request with sufficient time to allow Developer to protect its rights under the FOIA Act.

**ARTICLE V
GENERAL PROVISIONS**

5.1 Time of Essence.

Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

5.2 Default.

(a) A Party shall be deemed in default and be in breach of this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice.

(c) A default shall also exist upon: (1) the filing or execution or occurrence of a petition filed by either Party seeking any nature of debtor relief, the making of an assignment for the benefit of creditors by either Party, either Party's execution of any instrument for the purpose of effecting composition of the Party's creditors or if either Party files for bankruptcy; or (2) the cessation of either Party conducting business in the normal course or any admission writing of its inability to meet its debts as they become due.

(d) If and when any Default shall occur, and not be cured as set forth in this Agreement, the non-defaulting party may, at its option, in addition to all other rights and remedies given hereunder, or otherwise available by law or equity, including suit for accounting or damages, terminate this Agreement by giving written notice of termination to the other party. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

5.3 Amendment.

This Agreement, and any exhibits attached hereto, may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance,

resolution or motion of the Village approving such written amendment, as provided by law, and by the execution of such written amendment by the Parties or their successors in interest.

5.4 **Entire Agreement.**

This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

5.5 **Severability.**

If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable. Any provisions or parts of this Agreement not held invalid or unenforceable shall continue in full force and effect unless such invalidity or unenforceability renders this Agreement meaningless or grossly inequitable.

5.6 **Illinois Law.**

This Agreement shall be construed its accordance with the laws of the State of Illinois.

5.7 **Notice.**

Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by email with acknowledgement of receipt; or (iii) sent by a nationally recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one (1) business day after depositing with such an overnight courier service or (c) four (4) business days after deposit in the United States mails, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance with this Section.

If to the Village:

Village of Glenwood
One Asselborn Way
Glenwood, IL 60425

with a copy to:

John F. Donahue
Rosenthal, Murphey, Coblentz & Donahue
30 South LaSalle, Suite 1624

Chicago, IL 60602

If to the Developer:

Landauer, Inc.
2 Science Road
Glenwood, Illinois, 60425
Attn: Lyda Hagen, Global Tax Director & Asst. Sec.

with a copy to:
Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603
Attn: Larry Barden

5.8 **Assignment.**

Prior to the completion of the Redevelopment Project, the Developer agrees that it shall not sell, assign or otherwise transfer its rights and obligations under this Agreement other than to an entity having common ownership with the Developer.

5.9 **Successors and Assigns.**

The agreements, undertakings, rights, benefits and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives (including successor Corporate Authorities) as limited by Section 5.8.

5.10 **Term of Agreement.**

The term of this Agreement shall commence on the date first above written and shall terminate upon the earlier of the following: (1) the date all payments have been made to the Developer pursuant to this Agreement; (2) the termination of the Industrial Park Redevelopment Project Area; or (3) the proper termination of this Agreement under, or as a result of, any term of this Agreement.

5.11 **Interpretations.**

This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

5.12 **Exhibits.**

All exhibits attached hereto are declared to be a part of this Agreement and are incorporated herein by this reference.

5.13 **Independent Contractors.**

The Parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations hereunder.

5.14 **Rights of Third Parties.**

This Agreement does not create any rights on the part of any person or other entity who is not a Party, or an approved assignee of a Party, to this Agreement.

5.15 **Headings.**

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

5.16 **Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together shall be construed to constitute one in the same.

5.17 **Non-waiver.**

The failure of a Party to insist on the other Party's strict compliance with the terms and conditions in this Agreement shall not constitute a waiver of the right to insist that the other Party in the future strictly comply with any and all of the terms and conditions contained in this Agreement, and to enforce such compliance by an appropriate remedy.

5.18 **Force Majeure**

Neither the Village nor the Developer shall be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder, including, without limitation, unforeseen site or building casualties, fires, floods, strikes, shortages of material and unusually severe weather that precludes the Developer's operations on the Subject Property. The time for the performance of the obligations shall be extended only for the period of the delay and only if the party relying on

EXHIBIT A

DEVELOPER'S ESTIMATED REDEVELOPMENT PROJECT COSTS

The Developer's estimated Redevelopment Project Costs are attached to this Exhibit A cover page and are part of Exhibit A. This attachment shows: (1) the positions that will receive up to 6 hours of training and the costs of those employee training hours; (2) the costs of the employee training hours for providing up to 19 newly hired full-time Customer Service Representatives with 326 hours of training each; (3) the cost of one full-time IT Business Analyst - Customer Service position providing 160 hours of training; and (4) the costs incurred to providing training and oversee training for various categories of position and the estimated hours each position is expected to utilize to provide or oversee training.

The Developer's attached estimates of eligible Redevelopment Project Costs may not be exhaustive and are not binding upon the Village. The Village shall make its reasonable determination of whether a particular expense, whether or not listed herein, is an eligible Redevelopment Project Cost under the terms of this Agreement and the Tax Increment Allocation Redevelopment Act ("Act") upon receipt of the Developer's application to certify a cost as an eligible Redevelopment Project Cost and any additional information that may be required.

No Certificate of Eligibility shall be issued for any expense which is not a Redevelopment Project Cost for purposes of the Act and which does not otherwise constitute a cost which the Village is authorized to pay pursuant to the Act or this Agreement. Developer shall only be entitled to be reimbursed pursuant to this Agreement for costs which constitute a Redevelopment Project Cost as defined in Section 5/11-74.4-3(q)(5) of the Act.

Developer and Village acknowledge and agree that the actual cost of its improvements and expenses for the positions specified in this Exhibit may exceed the estimated amounts for the category and that Developer will not be entitled to reimbursement pursuant to this Agreement for costs which are incurred to the extent such total costs would exceed the maximum incentive payment set forth in the Agreement.

VILLAGE OF GLENWOOD

COOK COUNTY, ILLINOIS

RESOLUTION NO. 2014 - _____

**A RESOLUTION APPROVING AN AGREEMENT WITH NICOR TO ESTABLISH AN
AMENDED COVENANT PARCEL**

ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE
VILLAGE OF GLENWOOD
THIS 5th DAY OF AUGUST 2014

RESOLUTION NO. 2014 - _____

A RESOLUTION APPROVING AN AGREEMENT WITH NICOR TO ESTABLISH AN AMENDED COVENANT PARCEL

WHEREAS, Northern Illinois Gas Company d/b/a Nicor Gas Company, an Illinois corporation (hereinafter “Nicor”) transferred certain property to the Village of Glenwood (hereinafter “Village” or Glenwood) by a Special Warranty Deed dated December 27, 2010 which was recorded on December 30, 2010 as document number 1036441009 in the office of the Cook County Recorder of Deeds (the “Deed”);

WHEREAS, in the Deed, Nicor reserved for itself and its successors, assigns and transferees, a certain covenant over a portion of the property transferred to the Village which was described in Exhibit E to the Deed and referred to in the Deed and herein as the “Covenant Parcel” for the purpose of the management of any and all stormwater runoff or drainage from property retained by Nicor;

WHEREAS, the Village and Nicor have determined that the location of the Covenant Parcel should be revised to better accommodate the development of the property purchased by the Village from Nicor pursuant to the Deed as well as the property Nicor retained;

WHEREAS, the Village and Nicor desire to release the covenant over the Covenant Parcel which is described in Exhibit E to the Deed; declare said covenant null and void; and establish an Amended Covenant Parcel as set forth in the Agreement attached hereto as Exhibit A;

WHEREAS, Exhibit D to the Deed also contained a document titled “Stormwater Facilities Easements”, which, among other things, gave Nicor a certain “Northeast Easement” over Village owned property that would terminate upon the Village’s construction of a certain regional detention facility and a certain stormwater sewer line on the Covenant Parcel;

WHEREAS, the replacement of the Covenant Parcel with the Amended Covenant Parcel pursuant to the Agreement attached hereto as Exhibit A also requires: (1) that the references to the Covenant Parcel contained in the Stormwater Facilities Easements be replaced with references to the Amended Covenant Parcel that is established in the Agreement attached as Exhibit A; and (2) that the legal description of the Covenant Parcel contained in the Stormwater Facilities Easements be replaced with the legal description of the Amended Covenant Parcel that is established in the Agreement attached as Exhibit A;

WHEREAS, after the Agreement attached as Exhibit A is executed and recorded, the Village and Nicor are obligated to execute a Final Plat of Resubdivision which is consistent with the Agreement attached as Exhibit A;

NOW, THEREFORE, be it resolved by the President and Board of Trustees of the Village of Glenwood, Cook County Illinois, pursuant to its home rule powers as follows:

SECTION 1: Recitals.

The foregoing recitals are true, a material part of this Resolution and are incorporated herein as if they were fully set forth in this Section.

SECTION 2: Approval of Agreement.

The corporate authorities of the Village of Glenwood authorize and approve the Agreement attached hereto as Exhibit A which is titled:

AN AGREEMENT TO: (1) RELEASE A COVENANT RESERVED IN A SPECIAL WARRANTY DEED DATED DECEMBER 27, 2010 AND RECORDED AS DOCUMENT #1036441009 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AND ESTABLISH AN AMENDED COVENANT OVER AN AMENDED COVENANT PARCEL; AND (2) AMEND A STORMWATER FACILITIES EASEMENT RESERVED IN A SPECIAL WARRANTY DEED DATED DECEMBER 27, 2010 AND RECORDED AS DOCUMENT #1036441009 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS.

The Village President, Kerry Durkin, is authorized to execute the Agreement attached as Exhibit A for and on behalf of the Village of Glenwood.

SECTION 3: Recording of the Agreement.

Upon its execution, the Village shall record the Agreement attached as Exhibit A in the office of the Cook County Recorder of Deeds.

SECTION 4: Plat of Subdivision.

After the execution and recording of the Agreement, the Village shall revise the Preliminary Plat of Resubdivision that is Exhibit 3 to the Agreement in order to make the necessary references to the recorded Agreement; which revised Plat of Subdivision shall then become the Final Plat of Subdivision. The Village shall then undertake the necessary approval process in order to approve and record the Final Plat of Subdivision.

SECTION 5: Home Rule.

This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Glenwood that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 6: Effective date.

This Resolution shall be effective immediately and thereafter remain in effect.

PASSED by roll call vote this 5th day of August, 2014.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this 5th day of August, 2014.

Kerry Durkin, Village President

ATTEST:

Ernestine Dobbins, Village Clerk

EXHIBIT A

(AN AGREEMENT TO: (1) RELEASE A COVENANT RESERVED IN A SPECIAL WARRANTY DEED DATED DECEMBER 27, 2010 AND RECORDED AS DOCUMENT #1036441009 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AND ESTABLISH AN AMENDED COVENANT OVER AN AMENDED COVENANT PARCEL; AND (2) AMEND A STORMWATER FACILITIES EASEMENT RESERVED IN A SPECIAL WARRANTY DEED DATED DECEMBER 27, 2010 AND RECORDED AS DOCUMENT #1036441009 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS)

After recording mail to:
John Donahue
Rosenthal, Murphey
Coblentz & Donahue
30 N. LaSalle, Suite 1624
Chicago, Illinois 60602

AN AGREEMENT TO: (1) RELEASE A COVENANT RESERVED IN A SPECIAL WARRANTY DEED DATED DECEMBER 27, 2010 AND RECORDED AS DOCUMENT #1036441009 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS AND ESTABLISH AN AMENDED COVENANT OVER AN AMENDED COVENANT PARCEL; AND (2) AMEND A STORMWATER FACILITIES EASEMENT RESERVED IN A SPECIAL WARRANTY DEED DATED DECEMBER 27, 2010 AND RECORDED AS DOCUMENT #1036441009 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS.

WHEREAS, pursuant to a contract, the Northern Illinois Gas Company d/b/a Nicor Gas Company, an Illinois corporation (hereinafter "Nicor") transferred certain property to the Village of Glenwood, an Illinois Municipality (hereinafter "Village") by a Special Warranty Deed dated December 27, 2010 which was recorded on December 30, 2010 as document number 1036441009 in the office of the Cook County Recorder of Deeds (the "Deed") and attached hereto as Exhibit 1;

WHEREAS, in the Deed, Nicor reserved for itself and its successors, assigns and transferees, a certain covenant over a portion of the property transferred to the Village which is described in Exhibit E to the Deed and referred to in the Deed and herein as the "Covenant Parcel";

WHEREAS, the covenant reserved in the Deed over the Covenant Parcel was for the purpose of the management of any and all stormwater runoff or drainage (pursuant to all the terms as specifically set forth in said Deed) from the property described in Exhibit F to the Deed and referred to in the Deed and herein as the "Nicor Parcel";

WHEREAS, pursuant to the Deed, the covenant over the Covenant Parcel was to be effective upon the completion of the three items described in subparagraphs e(1), e(2) and e(3) of that paragraph of the Deed wherein the covenant was reserved over the Covenant Parcel;

WHEREAS, none of the three items described in subparagraphs e(1), e(2) and e(3) of that paragraph of the Deed wherein the covenant was reserved over the Covenant Parcel have been completed;

WHEREAS, Nicor is still the owner of the Nicor Parcel which is entitled to the benefit

of the covenant reserved by Nicor in the Deed over the Covenant Parcel;

WHEREAS, the Village is still the owner of the Covenant Parcel and the other property conveyed to the Village by the Deed;

WHEREAS, the Village and Nicor have determined that the location of the Covenant Parcel should be revised to better accommodate the development of the property purchased by the Village from Nicor pursuant to the Deed as well as the Nicor Parcel;

WHEREAS, the Village and Nicor desire to release the covenant over the Covenant Parcel which is described in Exhibit E to the Deed; declare said covenant null and void; and establish an Amended Covenant Parcel as set forth herein;

WHEREAS, Exhibit D to the Deed contains a document titled "Stormwater Facilities Easements", which, among other things, gave Nicor a certain "Northeast Easement" over Village owned property that would terminate upon the Village's construction of a certain regional detention facility and a certain stormwater sewer line on the Covenant Parcel;

WHEREAS, the replacement of the Covenant Parcel with the Amended Covenant Parcel established in this Agreement also requires: (1) that the references to the Covenant Parcel contained in the Stormwater Facilities Easements be replaced with references to the Amended Covenant Parcel that is established in this Agreement; and (2) that the legal description of the Covenant Parcel contained in the Stormwater Facilities Easements be replaced with the legal description of the Amended Covenant Parcel that is established in this Agreement;

NOW THEREFORE, in consideration of the mutual promises contain herein, the sufficiency of which is mutually agreed to, Nicor and the Village herein agree as follows.

1.0 Incorporation of Recitals.

The forgoing recitals are a material part of this Agreement and are incorporated herein as if they were fully set forth in this Section.

2.0 Release of Covenant.

The Covenant Parcel described in Exhibit E to the Special Warranty Deed dated December 27, 2010 which was recorded on December 30, 2010 as document number 1036441009 in the office of the Cook County Recorder of Deeds (the "Deed") and attached hereto as Exhibit 1 shall herein be released from the covenant contained in said Deed and said covenant contained in said Deed shall forever be null, void, of no further effect and replaced by the Amended Covenant Parcel set forth in Section 3.0 of this Agreement.

3.0 Establishment of an Amended Covenant over an Amended Covenant Parcel.

Nicor and the Village each herein agree that Nicor, for itself and its successors, assigns and transferees shall have, in perpetuity, a covenant over the property described in Exhibit 2 of this Agreement (the "Amended Covenant Parcel") for the benefit of the Nicor Parcel which is described in Exhibit F to the deed dated December 27, 2010 which was recorded on December 30, 2010 as document number 1036441009 in the office of the Cook County Recorder of Deeds (the "Deed") and attached hereto as Exhibit 1 as follows:

a. The Village shall accept and properly manage on the Amended Covenant Parcel (Exhibit 2) any and all stormwater runoff or drainage from the Nicor Parcel, in addition to stormwater from the Village's Real Property. Village shall, at its sole cost and expense, construct and maintain on the Amended Covenant Parcel all necessary and appropriate stormwater detention and retention facilities and associated subsurface drainage systems and appurtenances, manholes, pipes, connections, catch basins and, without limitations, such other installations or combinations thereof that are sufficient and necessary for stormwater runoff or drainage from the Nicor Parcel and the Village's Real Property. The Village's obligation in this regard shall exist regardless of whether future development modifications on the Nicor Parcel require the Village to provide additional stormwater drainage or detention on the Amended Covenant Parcel.

b. The Village shall operate and maintain the Amended Covenant Parcel to meet and comply with all local, state and federal requirements applicable to stormwater runoff, management or detention now in effect and as may be amended in the future. The Village shall indemnify, defend and hold harmless Nicor from and against all liability, claims, damages, fines, penalties, losses and expenses arising or resulting from the Village's breach of this Amended Covenant or noncompliance with any applicable local, state or federal requirements.

c. Nicor may enter the Amended Covenant Parcel at all reasonable times to ensure compliance with the Village's obligations and to remedy, at the Village's expense, noncompliance with this Amended Covenant.

d. Electric, telephone, cable TV, gas distribution systems or components, water mains, sanitary sewers and such other utility installations installed on the Amended Covenant Parcel, if any, shall not interfere with the maintenance of gravity or subsurface flow and stabilization of vegetative ground cover on any stormwater drainage pipes and facilities constructed upon the Amended Covenant Parcel.

e. The covenant described herein shall be effective on the date that each of the following has occurred:

- (1) a regional detention facility has, at no cost to Nicor, been constructed on the Amended Covenant Parcel to accept and properly manage on the Amended Covenant Parcel any and all stormwater runoff or drainage from the Nicor Parcel, in addition to stormwater from the Village's Real Property;
- (2) the Village's installation of a new stormsewer line transmitting 100 year stormwater flows from the point at which they exit the Nicor Parcel on the date of the Deed to the new regional detention pond located on the Amended Covenant Parcel; and
- (3) the termination of the Stormwater easement attached as Exhibit D to the Deed, dated December 27, 2010 which was recorded on December 30, 2010 as document number 1036441009 in the office of the Cook County Recorder of Deeds (the "Deed") and attached hereto as Exhibit 1, as amended in Section 4 of this Agreement.

f. The term "Village" as used in the above paragraphs (a) through (e) of this Section 3.0 shall mean the Village of Glenwood as well as any of its successors, assigns and transferees that own any portion of the Amended Covenant Parcel subject to this Amended Covenant. The term "Nicor" as used in the above paragraphs (a) through (e) this Section 3.0 shall mean the Northern Illinois Gas Company d/b/a Nicor Gas Company, an Illinois corporation as well as any of its successors, assigns and transferees.

g. The Amended Covenant as set forth herein shall be a covenant running with the Amended Covenant Parcel and such existing and/or future subdivided lots and tracts of the Amended Covenant Parcel.

4.0 Amendment to the Stormwater Facilities Easements.

Nicor and the Village each herein agree that the Stormwater Facilities Easements ("Easement") which is attached as Exhibit D to the Special Warranty Deed dated December 27, 2010 which was recorded on December 30, 2010 as document number 1036441009 in the office of the Cook County Recorder of Deeds (the "Deed") and attached hereto as Exhibit 1 shall be amended by making the following changes:

- a. At every location where the terms "Covenant Parcel" are set forth in the Easement, it shall be replaced with the terms "Amended Covenant Parcel", which terms "Amended Covenant Parcel" shall be defined as the "Amended Covenant Parcel" established in Section 3.0 of this Agreement.
- b. Exhibit E to the Stormwater Facilities Easements which contains a legal description of the "Covenant Parcel" shall be removed, revised and amended to include the legal description of the "Amended Covenant Parcel" which was

established in Section 3.0 of this Agreement and attached as Exhibit 2 of this Agreement.

All of the terms, conditions and provisions of the Easement that have not been amended in this Section 4.0 shall remain in effect.

5.0 Amendment.

This Agreement, and any exhibits attached hereto, may be amended only by the mutual agreement of Nicor and the Village evidenced by a written amendment, by the adoption of an ordinance, resolution or motion of the Village approving such written amendment, as provided by law, and by the execution of such written amendment by the Parties or their successors in interest.

7.0 Entire Agreement. This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

8.0 Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

9.0 Illinois Law. This Agreement shall be construed its accordance with the laws of the State of Illinois.

10.0 Successors and Assigns. The agreements, undertakings, rights, benefits and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives (including successor Corporate Authorities).

11.0 Interpretations. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

12.0 Exhibits. All exhibits attached hereto are declared to be a part of this Agreement and are incorporated herein by this reference.

13.0 Recording. This Agreement shall be recorded in the Office of the Cook County Recorder of Deeds at the expense of the Village.

14.0 **Plat of Resubdivision.** A Plat of Resubdivision showing the Amended Covenant Parcel which is legally described in this Agreement is attached as Exhibit 3 and titled as follows:

Industrial North Resubdivision being a resubdivision of Lot 2, Lot 3, Outlot A and Outlot B in Industrial North Subdivision in the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

The Amended Covenant Parcel established by this Agreement is comprised of the property identified in the Plat of Resubdivision attached as Exhibit 3 as the Amended Covenant Parcel. NICOR and the Village agree to execute the Plat of Resubdivision attached hereto as Exhibit 3 (after it is revised to include references to this recorded Agreement) as soon as reasonably practicable following the execution of this Agreement which Plat shall then be titled as a Final Plat of Resubdivision. The Village shall, at its expense, record said executed Final Plat of Resubdivision in the office of the Cook County Recorder of Deeds as soon as reasonably practicable following the execution of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the dates set forth below.

VILLAGE OF GLENWOOD

By: _____
Kerry Durkin, Village President

Date: _____

Northern Illinois Gas Company d/b/a Nicor Gas Company.

By: 

PATRICK E. WHITESIDE
[insert printed name]

Its: VICE PRESIDENT

Date: 7/17/2014

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kerry Durkin, personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument in his capacity as the President of the Village of Glenwood, Cook County, Illinois as the free and voluntary act of the Village of Glenwood for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this ____th day
of _____, 2014.

Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF ~~COOK~~ DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that PATRICK E. WHITESIDE, personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument in his/her capacity as the VICE PRESIDENT of the Northern Illinois Gas Company d/b/a Nicor Gas Company, as the free and voluntary act of Northern Illinois Gas Company d/b/a Nicor Gas Company for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this 17th day
of JULY, 2014.

Donald P. Gadzala
Notary Public

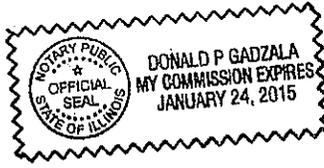


EXHIBIT 1

(Special Warranty Deed dated December 27, 2010 which was recorded on December 30, 2010 as document number 1036441009 in the office of the Cook County Recorder of Deeds with all exhibits)



Doc#: 1036441009 Fee: \$92.00
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 12/30/2010 09:55 AM Pg: 1 of 29

2

This instrument was prepared by
 and after recording return to:

Michael C. Partee, Senior Attorney
 Nicor Gas Company
 1844 Ferry Road - 7W
 Naperville, Illinois 60563

Send subsequent tax bills
 and Mail to:
 Village of Glenwood
 One Asselborn Way
 Glenwood, IL 60425

2100 55170
 852.9648

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of December 27, 2010, between NORTHERN ILLINOIS GAS COMPANY, a corporation created and existing under the laws of the State of Illinois and duly authorized to transact business in the State of Illinois d/b/a NICOR Gas Company, having an address 1844 Ferry Road, Naperville, IL 60563 ("Grantor"), to Village of Glenwood, an Illinois Municipality, having an address of One Asselborn Way, Glenwood, IL 60425 ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, by Grantee, the receipt whereof is hereby acknowledged, by these presents does GRANT, BARGAIN, SELL, CONVEY AND ~~WARRANT~~ ^{WARRANT} unto Grantee, and to its successors and assigns FOREVER, all of that certain real estate situated in the County of Cook and State of Illinois known and described in Exhibit A attached hereto and made a part hereof, together with all and singular the improvements and fixtures located thereon, the hereditaments, easements and appurtenances thereunto belonging, or in anywise appertaining and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity of, in and to the above described premises, with the hereditaments, easements and appurtenances (collectively, the "Real Property").

And Grantor, for itself, and its successors, does covenant, promise and agree to and with Grantee, and to its successors and assigns that Grantor has not done or suffered to be done, anything whereby the Real Property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND DEFEND, the title and quiet possession to the Real Property against all persons lawfully claiming, or to claim the same, by, through or under Grantor, subject to (1) reservation of easement described in Exhibit B; (2) the other easements, covenants, conditions and restrictions of record, including this deed; (3) those matters approved by Purchaser and listed on Exhibit C; (4) acts of Grantee, rights of persons claiming by, through or under Grantee; (5) general real estate taxes not yet due and payable; (6) rights of the public, the State of Illinois and the municipality in an to that part of the land, if any, taken or used for road purposes and (7) the stormwater facilities easement attached as Exhibit D.

BOX 333-CT

Grantor further reserves for itself and its successors, assigns and transferees in perpetuity a covenant over the Covenant Parcel described in Exhibit E ("Covenant Parcel") for the benefit of the parcel described on Exhibit F hereto (the "Nicor Parcel") as follows:

a. Grantee shall accept and properly manage on the Covenant Parcel (Exhibit E) any and all stormwater runoff or drainage from the Nicor Parcel as it exists now or may be changed or developed in the future, in addition to stormwater from the Grantee's Real Property. Grantee shall, at its sole cost and expense, construct and maintain on the Covenant Parcel all necessary and appropriate stormwater detention and retention facilities and associated subsurface drainage systems and appurtenances, manholes, pipes, connections, catch basins and, without limitations, such other installations or combinations thereof that are sufficient and necessary for stormwater runoff or drainage from the Nicor Parcel and Grantee's Real Property. Grantee's obligation in this regard shall exist regardless of whether future development modifications on the Nicor Parcel require Grantee to provide additional stormwater drainage or detention on the Covenant Parcel.

b. Grantee shall operate and maintain the Covenant Parcel to meet and comply with all local, state and federal requirements applicable to stormwater runoff, management or detention now in effect and as may be amended in the future. Grantee shall indemnify, defend and hold harmless Grantor from and against all liability, claims, damages, fines, penalties, losses and expenses arising or resulting from Grantee's breach of this Covenant or noncompliance with any applicable local, state or federal requirements.

c. Grantor may enter the Covenant Parcel at all reasonable times to ensure compliance with Grantee's obligations and to remedy, at Grantee's expense, noncompliance with this Covenant.

d. Electric, telephone, cable TV, gas distribution systems or components, water mains, sanitary sewers and such other utility installations installed on the Covenant Parcel, if any, shall not interfere with the maintenance of gravity or subsurface flow and stabilization of vegetative ground cover on any stormwater drainage pipes and facilities constructed upon the Covenant Parcel.

e. The covenant described herein shall be effective on the date that each of the following has occurred:

(1) a regional detention facility has, at no cost to the Grantor, been constructed on the Covenant Parcel to accept and properly manage on the Covenant Parcel any and all stormwater runoff or drainage from the Nicor Parcel, in addition to stormwater from the Grantee's Real Property;

(2) the Village's installation of a new stormwater sewer line transmitting stormwater flows from the point at which they exit the Nicor Parcel on the date of this deed to the new regional detention pond located on the Covenant Parcel; and

(3) the termination of the Stormwater easement attached as Exhibit D.

f. The term "Grantee" as used in paragraphs (a) through (e) shall mean the Grantee described in this deed as well as any of its successors, assigns and transferees

that own any portion of the Covenant Parcel subject to this covenant. The term "Grantor" as used in paragraphs (a) through (e) shall mean the Grantor described in this deed as well as any of its successors, assigns and transferees.

g. The covenant as set forth herein shall be a covenant running with the Covenant Parcel and such existing and/or future subdivided lots and tracts of the Covenant Parcel.

The Subject real estate does not constitute homestead property as to the above Grantor.

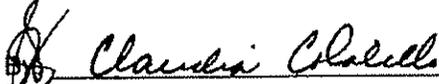
Permanent Index Numbers:

32-09-200-007 and part of 32-09-200-006

Commonly known as: Vacant property at the northeast corner of the intersection of Glenwood Road and Holbrook Road, Glenwood, IL 60425

Dated this 27th day of December, 2010.

NORTHERN ILLINOIS GAS COMPANY d/b/a
NICOR GAS COMPANY


Name: CLAUDIA COLALILLO
Title: SENIOR VICE PRESIDENT

Exempt under provisions of Paragraph 6
Section 51-45, Property Tax Code.
12/28/2010 J. F. Donahue
Date Buyer, Seller, or Representative

NO. 3304 Cristic
REAL ESTATE TRANSFER TAX
The Village of
GLENWOOD
AMOUNT
DATE
SOLD BY
EXEMPT

STATE OF ILLINOIS)
COUNTY OF D. PAGE) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CLAUDIA COLALICCO, the SENIOR VICE PRESIDENT of Northern Illinois Gas Company, an Illinois Corporation, 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 severally acknowledged that as such SENIOR VICE PRESIDENT she signed and delivered this said instrument, pursuant to the authority given by the Board of Directors of said corporation, as his/her free and voluntary act, and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of December, 2010.

Donald P. Gadzala
Notary Public

My commission expires: January 23, 2011

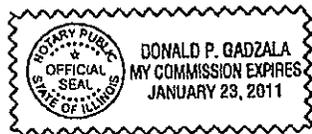


EXHIBIT "A" TO SPECIAL
WARRANTY
DEED

SALE PARCEL

Parcel 1:

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, lying east of the centerline of Glenwood Road (Chicago Heights-Glenwood Road), and lying west of a 50 foot wide strip of land conveyed to the Public Service Company of Northern Illinois by quit claim deed dated July 5, 1922, and recorded July 15, 1922 as Document 7576271, and by quit claim deed dated May 28, 1922, recorded July 8, 1922 as Document 7567576, in Cook County, Illinois (excepting therefrom the following two (2) parcels:

Exception Parcel 1

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the South line of the North Half of the North Half of said Section 9, with the centerline of the Glenwood Road (Chicago Heights-Glenwood Road); thence North 17 degrees 29 minutes 46 seconds East along said centerline of Glenwood Road, 499.40 feet to the Point of Beginning; thence continuing along said centerline of Glenwood Road, 446.35 feet; thence South 72 degrees 39 minutes 06 seconds East, 701.30 feet; thence South 17 degrees 23 minutes 28 seconds West; 446.01 feet; thence North 72 degrees 40 minutes 45 seconds West, 110.00 feet; thence South 17 degrees 20 minutes 54 seconds West, 65.00 feet; thence North 72 degrees 40 minutes 45 seconds West, 112.00 feet; thence North 17 degrees 20 minutes 54 seconds East, 46.00 feet; thence North 51 degrees 44 minutes 51 seconds West, 18.10 feet; thence North 70 degrees 47 minutes 32 seconds West, 247.43 feet; thence North 29 degrees 40 minutes 41 seconds West, 6.43 feet; thence North 72 degrees 40 minutes 45 seconds West, 211.20 feet to the Point of Beginning, in Cook County, Illinois.

Exception Parcel 2

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the South line of the North Half of the North Half of said Section 9, with the centerline of the Glenwood Road (Chicago Heights-Glenwood Road); thence North 17 degrees 29 minutes 46 seconds East along said centerline of Glenwood Road, 945.75 feet to the Point of Beginning; thence South 72 degrees 39 minutes 06 seconds East, 60.00 feet; thence North 46 degrees 03 minutes 25 seconds West; 11.17 feet to a line drawn 50.00 feet easterly of and parallel with the centerline of said Glenwood Road; thence North 72 degrees 30 minutes 14 seconds West perpendicular to said centerline of said road, 50.00 feet to said centerline of Glenwood Road; thence South 17 degrees 29 minutes 46 seconds West along said centerline of Glenwood Road, 5.13 feet to the Point of Beginning, all in Cook County, Illinois.

EASEMENT PARCEL

Easement for benefit of Parcel 1 for drainage rights created by instrument dated August 4, 1958 and recorded August 11, 1958 as Document 17285464 from Glenwood School for Boys to Northern Illinois Gas Company on and over: The east 25 feet of the south 1300 feet, more or less, lying south of the centerline of Butterfield Creek, being a part of the Southeast Quarter of Section 4, Township 35 North, Range 14 East of the Third Principal Meridian, lying west and adjoining the Public Service Company of Northern Illinois Transmission Line right of way in Cook County, Illinois.

EXHIBIT B TO SPECIAL WARRANTY DEED

FACILITY EASEMENT RESERVATION

Grantor hereby reserves for itself and its successors and assigns a perpetual non-exclusive easement and right-of-way for the purpose of laying, owning, maintaining, operating, renewing, enlarging, constructing, installing, repairing, relocating, inspecting, altering, replacing and removing any and all Facilities as Grantor may deem necessary or as may be desirable in the conduct of its business; together with the right of access thereto for said purposes in, upon, under, along and across a generally 10 foot wide strip of land around the perimeter of the Property (except that the width of the easement along the Glenwood-Chicago Heights Road boundary of the property shall be 60 feet, as measured easterly from and perpendicular to the Centerline of Glenwood Road), being described as follows:

AS LEGALLY DESCRIBED AND DEPICTED ON THE EXHIBIT 1 CONSISTING OF THREE PAGES, ATTACHED HERETO AND MADE A PART HEREOF.

which easement and right-of-way is hereinafter called the "Facilities Easement Property". Grantee shall have the right to use the Facilities Easement Property in any manner not inconsistent with the easement and the right-of-way reserved by Grantor and to install: (1) landscaping; (2) perpendicular crossing roads; (3) perpendicular water and sewer mains; and (4) paved parking and vehicular travel areas on the Facilities Easement Property; provided, however, that Grantee shall not build, construct, erect or place, or permit others to build, construct, erect or place any buildings, trees, structures or railroad tracks over the Facilities Easement Property without the prior written consent of Grantor. In the event Grantor determines that any: (1) landscaping; (2) perpendicular crossing roads; (3) perpendicular water and sewer mains; and (4) paved parking and vehicular travel areas installed by Grantee (and its successors and assigns) require relocation of any Facilities located in the Facilities Easement Property or require Grantor to perform any protective work which Grantor deems necessary to insure the safety of the Facilities in the area of Grantee's work, Grantee agrees to reimburse Grantor for the cost of such relocation or protective work.

As used herein, the term "Facilities" means and includes any and all facilities now or hereafter used by Grantor in its business as now or hereafter conducted, including, without limitation, pipes, mains, regulators, valves, meters, heaters, transmission equipment, wires, cables, conduit, poles and structures to protect and/or enclose such facilities. Any above ground facilities to be located in the Easement Property shall be subject to Grantee's prior approval as to location, such approval not to be unreasonably withheld. No required increase in the rights-of-way of Glenwood-Chicago Heights Road bordering the Property shall be deemed or construed to eliminate or reduce the area of the Facilities Easement Property referenced above but shall be deemed to increase the width of such easement so that it will at all times extend not less than ten (10) feet beyond said increased right-of-way.

EXHIBIT 1 TO
FACILITY EASEMENT
RESERVATION
SHEET 1 OF 3

S10-11-005 (10-363)

Facilities Easement Property

Legal Description:

A 10 foot wide strip of land around the interior perimeter of the herein described Parcel 1 (except the following two (2) conditions: 1) that the width of said easement strip along the Chicago Heights-Glenwood Road shall be a minimum of 60 feet in width from the centerline of said Road, but said width shall increase (if necessary) to 10 feet beyond and adjoining any future widening of said Road; 2) that the width of the easement strip along the southerly line of the herein described Exception Parcel 1 shall be 5 feet in width for a lineal distance of 104.18 feet as shown on the attached Exhibit "H"), all in Cook County, Illinois:

Parcel 1 being:

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, lying east of the centerline of Glenwood Road (Chicago Heights-Glenwood Road), and lying west of a 50 foot wide strip of land conveyed to the Public Service Company of Northern Illinois by quit claim deed dated July 5, 1922, and recorded July 15, 1922 as Document 7576271, and by quit claim deed dated May 28, 1922, recorded July 8, 1922 as Document 7567576, in Cook County, Illinois (excepting therefrom the following two (2) parcels:

Exception Parcel 1

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the South line of the North Half of the North Half of said Section 9, with the centerline of the Glenwood Road (Chicago Heights-Glenwood Road); thence North 17 degrees 29 minutes 46 seconds East along said centerline of Glenwood Road, 499.40 feet to the Point of Beginning; thence continuing along said centerline of Glenwood Road, 446.35 feet; thence South 72 degrees 39 minutes 06 seconds East, 701.30 feet; thence South 17 degrees 23 minutes 28 seconds West; 446.01 feet; thence North 72 degrees 40 minutes 45 seconds West, 110.00 feet; thence South 17 degrees 20 minutes 54 seconds West, 65.00 feet; thence North 72 degrees 40 minutes 45 seconds West, 112.00 feet; thence North 17 degrees 20 minutes 54 seconds East, 46.00 feet; thence North 51 degrees 44 minutes 51 seconds West, 18.10 feet; thence North 70 degrees 47 minutes 32 seconds West, 247.43 feet; thence North 29 degrees 40 minutes 41 seconds West, 6.43 feet; thence North 72 degrees 40 minutes 45 seconds West, 211.20 feet to the Point of Beginning, in Cook County, Illinois.

EXHIBIT 1 TO
FACILITY EASEMENT
RESERVATION
SHEET 2 OF 3

Exception Parcel 2

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the South line of the North Half of the North Half of said Section 9, with the centerline of the Glenwood Road (Chicago Heights-Glenwood Road); thence North 17 degrees 29 minutes 46 seconds East along said centerline of Glenwood Road, 945.75 feet to the Point of Beginning; thence South 72 degrees 39 minutes 06 seconds East, 60.00 feet; thence North 46 degrees 03 minutes 25 seconds West; 11.17 feet to a line drawn 50.00 feet easterly of and parallel with the centerline of said Glenwood Road; thence North 72 degrees 30 minutes 14 seconds West perpendicular to said centerline of said road, 50.00 feet to said centerline of Glenwood Road; thence South 17 degrees 29 minutes 46 seconds West along said centerline of Glenwood Road, 5.13 feet to the Point of Beginning, all in Cook County, Illinois.

Affects PIN's 32-09-200-006-0000 and 32-09-200-007-0000

Facilities Easement Property containing 1.519 (66,152 square feet) acres more or less.

EXHIBIT 1

SHEET 3003

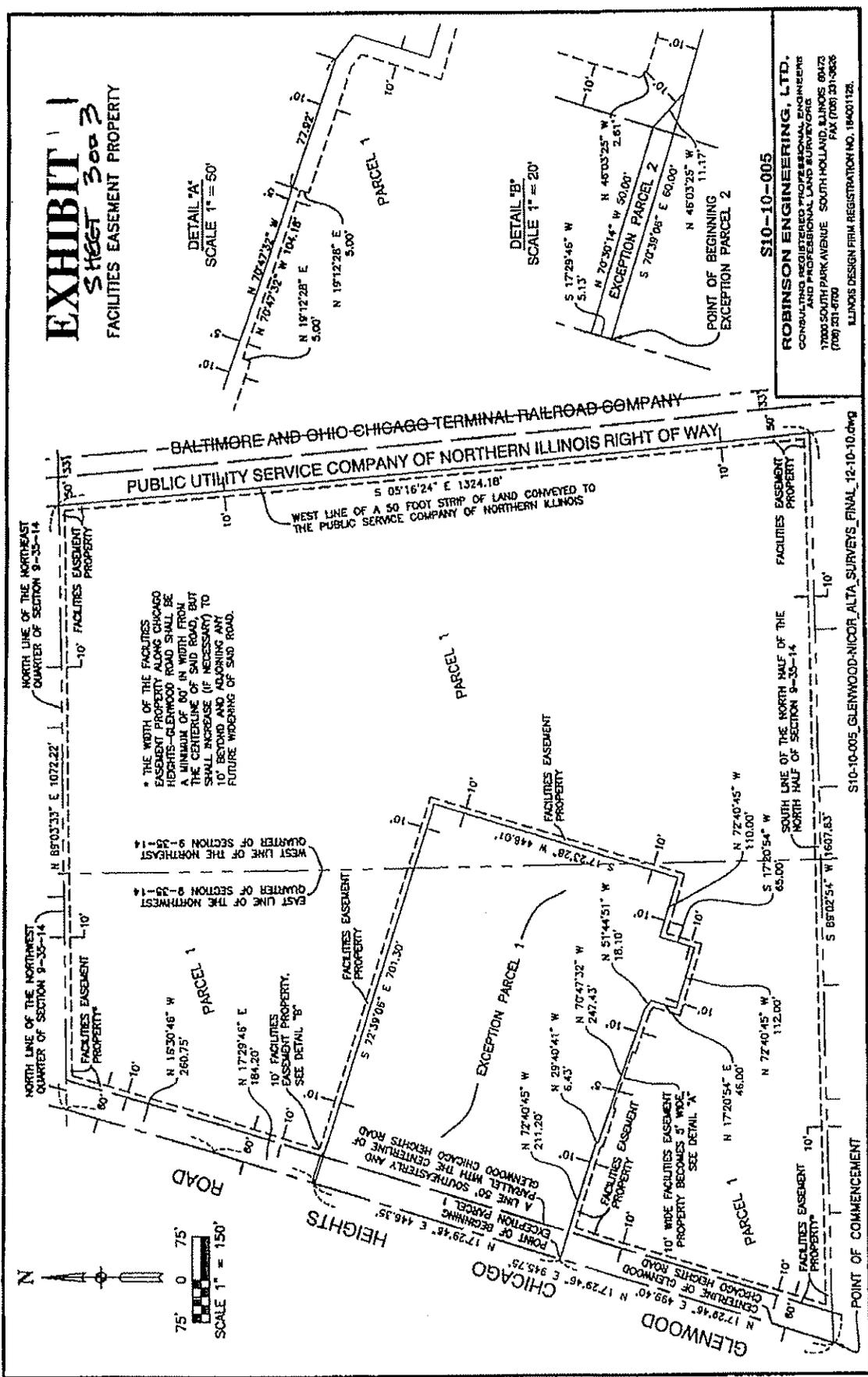
FACILITIES EASEMENT PROPERTY

DETAIL 'A'
SCALE 1" = 50'

DETAIL 'B'
SCALE 1" = 20'

S10-10-005

ROBINSON ENGINEERING, LTD.
CONSULTING REGISTERED PROFESSIONAL ENGINEERS
17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473
(708) 251-6700 FAX (708) 231-9838
ILLINOIS DESIGN FIRM REGISTRATION NO. 184031122



* THE WIDTH OF THE FACILITIES EASEMENT PROPERTY ALONG CHICAGO HEIGHTS—GLENWOOD ROAD SHALL BE A MINIMUM OF 80' IN WIDTH FROM THE CENTERLINE OF SAID ROAD, BUT SHALL INCREASE (IF NECESSARY) TO 10' BEYOND AND ADJOINING ANY FUTURE WIDENING OF SAID ROAD.

NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 9-35-14

NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 9-35-14

WEST LINE OF A 50 FOOT STRIP OF LAND CONVEYED TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS

SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTION 9-35-14

S10-10-005_GLENWOOD-NICOR_ALTA_SURVEYS_FINAL_12-10-10.dwg

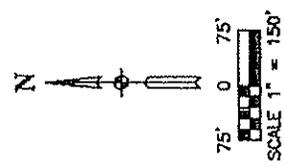


EXHIBIT C
PERMITTED EXCEPTIONS
1 of 2

RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS OR REFERENCED IN THE PURCHASE AGREEMENT, DATED OCTOBER 19, 2010, BETWEEN THE PARTIES.

EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.

TAXES FOR THE YEAR 2010, ARE NOT YET DUE AND PAYABLE.

TERMS AND PROVISIONS OF IL EPA AS TO LEAKING UNDERGROUND STORAGE TANK DOCUMENT 0415648192

TERMS AND PROVISIONS OF THE EASEMENT AGREEMENT DOCUMENT 25696582 RECORDED DEC. 8 1980 BY NORTHERN ILLINOIS GAS CO TO ILLINOIS BELL TELEPHONE COMPANY AFFECTS 38 FOOT WIDE STRIP ADJOINING CENTER OF CHICAGO HEIGHTS - GLENWOOD ROAD

RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES AFFECTS PART IN CHICAGO HEIGHTS - GLENWOOD ROAD

RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS, LATERALS AND UNDERGROUND PIPES, IF ANY.

(A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 2 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT RECORDED AUGUST 11, 1958 AS DOCUMENT 17285464, BOOK 56420, PAGE 151.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.

AFFECTS PARCEL 2

EXHIBIT C
PERMITTED EXCEPTIONS

2 of 2

GRANT OF EASEMENT MADE BY GLENWOOD SCHOOL FOR BOYS, A NOT-FOR-PROFIT CORPORATION OF ILLINOIS, TO THE VILLAGE OF GLENWOOD, DATED DECEMBER 16, 1963 AND RECORDED DECEMBER 23, 1963 AS DOCUMENT 19005322 FOR THE PURPOSE OF CONSTRUCTING, USING, OPERATING, INSPECTING, CHECKING, MAINTAINING, REPAIRING, RESTORING, RENEWING OR RECONSTRUCTING ONE 12-INCH WATER MAIN AND ONE 10-INCH SANITARY SEWER MAIN OVER, ACROSS AND UNDER: A STRIP OF LAND 20 FEET IN WIDTH, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 4 AFORESAID, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 187TH STREET, AS RECD BY DOCUMENT 18395037, SAID POINT BEING 2 FEET SOUTHERLY OF THE POINT OF TANGENCY OF THE 419.60 FEET RADIUS CURVE OF THE SAID EAST LINE OF 187TH STREET; THENCE EASTERLY ALONG A LINE WHICH MAKES AN ANGLE OF 67 DEGREES AND 50 MINUTES, AS MEASURED IN THE SOUTH QUADRANT, WITH THE TANGENT LINE OF THE AFORESAID CURVE OF THE AFORESAID 187TH STREET, A DISTANCE OF 195 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE NORTH AND HAVING A RADIUS OF 340 FEET, TO THE POINT OF INTERSECTION OF SAID CURVED LINE WITH A LINE 10 FEET WEST OF AND PARALLEL TO THE WEST RIGHT OF WAY LINE OF THE PUBLIC SERVICE COMPANY 50 FEET RIGHT OF WAY; THENCE SOUTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 130 FEET TO A POINT; THENCE EASTERLY ALONG A LINE MAKING AN ANGLE OF 90 DEGREES TO THE AFORESAID PARALLEL LINE, AS MEASURED IN THE NORTHEAST QUADRANT, A DISTANCE OF 10 FEET TO THE WEST RIGHT OF WAY LINE OF THE 50 FEET PUBLIC SERVICE COMPANY RIGHT OF WAY.
AFFECTS PARCEL 2

GRANT OF EASEMENT MADE BY GLENWOOD SCHOOL FOR BOYS, A NOT-FOR-PROFIT CORPORATION OF ILLINOIS, TO LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 11, 1966 AND KNOWN AS TRUST NUMBER 34948, DATED OCTOBER 11, 1966 AND RECORDED NOVEMBER 9, 1966 AS DOCUMENT 19989746 TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE A STORM SEWER & OUTLET TO BUTTERFIELD CREEK, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CONNECTIONS AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY TRUSTEE, OVER, UPON, ALONG, UNDER AND THROUGH THE FOLLOWING DESCRIBED STRIP OF PROPERTY: THAT PART OF THE EAST 25 FEET OF THE WEST 135 FEET (EXCEPT THE SOUTH 428 FEET THEREOF) OF THE SOUTHEAST 1/4 OF SECTION 4 AFORESAID, LYING SOUTH OF BUTTERFIELD CREEK.
AFFECTS PARCEL TWO

STORM SEWER LINE ACROSS THE LAND IN NORTHEAST TO SOUTHWEST DIRECTION SHOWN ON SURVEYS OF THE LAND BY ROBINSON ENGINEERING LTD, DATED - 2010 PROJECT NO. S10-10-005

DITCH AND CULVERTS ALONG CHICAGO HEIGHTS GLENWOOD ROAD SHOWN ON SURVEYS OF THE LAND BY ROBINSON ENGINEERING LTD, DATED - 2010 PROJECT NO. S10-10-006

POLES AND WIRES AND PHONE BOXES ALONG CHICAGO HEIGHTS GLENWOOD ROAD SHOWN ON SURVEYS OF THE LAND BY ROBINSON ENGINEERING LTD, DATED - 2010 PROJECT NO. S10-10-005

TERMS AND PROVISIONS OF RESERVATION OF EASEMENT FOR FACILITIES, STORMWATER FACILITIES, AND COVENANT IN THE DEED RECORDED - AS DOCUMENT - FROM NORTHERN ILLINOIS GAS COMPANY DBA NICOR GAS COMPANY TO VILLAGE OF GLENWOOD

** END **

After recording, return to:
NICOR Gas Company
1844 Ferry Road
Naperville, IL 60563
Attn: Donald P. Gadzala
Real Estate Department

EXHIBIT "D"
TO
SPECIAL WARRANTY DEED

NUP
AMENDED STORMWATER FACILITIES EASEMENTS

These Stormwater Facilities Easements made this 28th day of December, 2010, between the Village of Glenwood, an Illinois Municipal Corporation and its successors and assigns (hereinafter "Village") and Northern Illinois Gas Company d/b/a Nicor Gas Company and its successors and assigns (hereinafter "Nicor"), WITNESSETH:

WHEREAS, the Village is the owner of the property legally described in Exhibit A hereto ("Property");

WHEREAS, Nicor is the owner of the remainder property legally described in Exhibit B hereto ("Nicor Parcel");

WHEREAS, the Village acquired the Property from Nicor;

WHEREAS, prior to conveying the Property, Nicor installed underground stormwater drainage facilities on the Property for the purpose of conveying Stormwater from both the Property and the Nicor Parcel;

WHEREAS, the Purchase Agreement between the Village and Nicor for the Village's purchase of the Property, as amended, also required that the Village convey easements to Nicor to allow for the continued operation and maintenance by Nicor of the existing stormwater facilities that are located within each of the easements on the Property for the benefit of the Nicor Parcel described in Exhibit B during the relevant period of time that each of the easements provided for herein is in effect and in the event the Village fails to operate and maintain the stormwater facilities; and

WHEREAS, the Village shall, at the Village's sole cost and expense, operate, maintain and repair the existing Nicor stormwater sewer facilities located within each of the easements on the Property. In the event that the Village fails to operate and maintain the Nicor stormwater facilities in a manner that will accept all stormwater flows from the Nicor Parcel, the then owners of the Nicor Parcel may operate and maintain the Nicor stormwater facilities within each of the easements on the Property and the Village shall be responsible for promptly reimbursing the then owners of the Nicor Parcel all costs and expenses incurred.

NOW THEREFORE, in consideration of the sum of \$10.00 in hand paid by Nicor to the Village, receipt of which is hereby acknowledged together with other good and valuable consideration, the Village hereby grants to Nicor, its successors and assigns, the easements legally described in Exhibit C hereto and depicted in the Plat of

Easements attached as Exhibits D-1 and D-2 hereto for the purpose of constructing, installing, operating, maintaining, replacing and repairing the Stormwater Facilities used or deemed necessary for transmitting stormwater from the Nicor Parcel across the Property. The easements legally described on Exhibit C and depicted on Exhibits D-1 and D-2 includes two separate and distinct easement areas: namely, one easement area that is generally described herein as running between the Northeast corner of the Nicor Parcel and the Northeast corner of the Property ("Northeast Easement"); and another easement area located on that portion of the Property that is south of the Nicor Parcel ("South Easement"). The Village shall be responsible, at the Village's sole cost and expense, to operate, maintain and repair the existing Nicor stormwater sewer facilities located within the easements on the Property. In the event the Village fails to operate and maintain the Nicor stormwater facilities within the easements on the Property in a manner that will accept all stormwater flows from the Nicor Parcel, the then owners of the Nicor Parcel may operate and maintain the Nicor stormwater facilities and the Village shall be responsible for promptly reimbursing the then owners of the Nicor Parcel all costs and expenses incurred.

Termination of the Northeast Easement. The Northeast Easement shall terminate on the date that each of the following has occurred:

- (1) a regional detention facility has, at no cost to Nicor or its successors or assigns, been constructed on the Covenant Parcel legally described in Exhibit E hereto to accept and properly manage on the Covenant Parcel any and all stormwater runoff or drainage from the Nicor Parcel, in addition to the stormwater from the Property; and
- (2) the Village's installation of a stormwater sewer line transmitting stormwater flows from the point at which they exit the Nicor Parcel on the date of this easement to the new regional detention pond located on the Covenant Parcel.

Upon the termination of the Northeast Easement, and if requested by the Village, Nicor shall execute a release of this Northeast Easement in a form that is satisfactory to the Village. However, the failure to execute or record a release of this Northeast Easement shall not prevent the termination of the Northeast Easement provide all the events required for its termination have been satisfied.

Termination of the South Easement. The South Easement shall terminate on the date that the following has occurred:

- (1) the Village at no cost to Nicor or its successors or assigns, completes construction of a new underground stormsewer in the Nicor perimeter Facilities Easement Property located adjacent to the southern Nicor Parcel property line from, on or about, the point at which the existing Nicor stormsewer line located west of Nicor's existing building enters said Nicor perimeter Facilities Easement Property to the point at which the existing Nicor stormsewer line located east of Nicor's existing building reenters the Nicor Parcel from said Nicor perimeter Facilities Easement Property. The new underground stormsewer line constructed by the Village shall convey the underground stormsewer flows from on or about

the point where they exit the southern property line of the Nicor Parcel, in an easterly direction along the Nicor perimeter Facilities Easement Property until the point where the existing stormsewer reenters the Nicor Parcel to be conveyed to the Northeast corner of the Nicor Parcel in the stormsewer currently located on the Nicor Parcel. Nicor agrees to allow the new underground stormsewer to be located in the Nicor perimeter Facilities Easement Property located adjacent to the southern property line of the Nicor Parcel and agrees to cooperate in the location and completion of the new connections intended by this paragraph. If for some reason, there are underground obstructions within the Nicor perimeter Facilities Easement Property, Nicor agrees to allow the Village to install the new connecting stormsewer required by this paragraph to be located in the Nicor Parcel at a location to be mutually agreed upon

Upon the termination of the South Easement, and if requested by the Village, Nicor shall execute a release of this South Easement in a form that is satisfactory to the Village. However, the failure to execute or record a release of this South Easement shall not prevent the termination of this South Easement provided all the events required for its termination have been satisfied.

Indemnification. The Village shall indemnify, defend and save harmless Nicor (or its successors or assigns) for any costs, expenses, claims, damages, injury penalties or liability of any kind whatsoever arising from or relating to the Village's (or its successors or assigns) failure to construct, operate or maintain the stormwater drainage or detention facilities in compliance with the Stormwater Facilities Easements, the Covenant Parcel, or any local, state or federal law or regulation. This provision shall survive termination of this Easement.

Interpretation. This document has been prepared in accordance with the laws of the State of Illinois, and shall be governed pursuant thereto in every respect. Venue for any dispute shall be in Cook County, Illinois.

Enforceability. If any provision of or part of this document or application thereto to any person or circumstance shall, to any extent, be invalid or unenforceable, each provision of this document shall be valid and enforceable to the fullest extent permitted by law.

Recording. This easement shall be recorded with the Recorder of Deeds, Cook County, Illinois.

IN WITNESS WHEREOF, the Village has executed, sealed and delivered this easement and caused this easement to be accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

[Signature page follows]

Exhibit A *W* TO ~~AMENDED~~ STORMWATER FACILITIES EASEMENTS

Village Property Legal Description:

Parcel 1:

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, lying east of the centerline of Glenwood Road (Chicago Heights-Glenwood Road), and lying west of a 50 foot wide strip of land conveyed to the Public Service Company of Northern Illinois by quit claim deed dated July 5, 1922, and recorded July 15, 1922 as Document 7576271, and by quit claim deed dated May 28, 1922, recorded July 8, 1922 as Document 7567576, in Cook County, Illinois (excepting therefrom the following two (2) parcels:

Exception Parcel 1

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the South line of the North Half of the North Half of said Section 9, with the centerline of the Glenwood Road (Chicago Heights-Glenwood Road); thence North 17 degrees 29 minutes 46 seconds East along said centerline of Glenwood Road, 499.40 feet to the Point of Beginning; thence continuing along said centerline of Glenwood Road, 446.35 feet; thence South 72 degrees 39 minutes 06 seconds East, 701.30 feet; thence South 17 degrees 23 minutes 28 seconds West; 446.01 feet; thence North 72 degrees 40 minutes 45 seconds West, 110.00 feet; thence South 17 degrees 20 minutes 54 seconds West, 65.00 feet; thence North 72 degrees 40 minutes 45 seconds West, 112.00 feet; thence North 17 degrees 20 minutes 54 seconds East, 46.00 feet; thence North 51 degrees 44 minutes 51 seconds West, 18.10 feet; thence North 70 degrees 47 minutes 32 seconds West, 247.43 feet; thence North 29 degrees 40 minutes 41 seconds West, 6.43 feet; thence North 72 degrees 40 minutes 45 seconds West, 211.20 feet to the Point of Beginning, in Cook County, Illinois.

Exception Parcel 2

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the South line of the North Half of the North Half of said Section 9, with the centerline of the Glenwood Road (Chicago Heights-Glenwood Road); thence North 17 degrees 29 minutes 46 seconds East along said centerline of Glenwood Road, 945.75 feet to the Point of Beginning; thence South 72 degrees 39 minutes 06 seconds East, 60.00 feet; thence North 46 degrees 03 minutes 25 seconds West; 11.17 feet to a line drawn 50.00 feet easterly of and parallel with the

centerline of said Glenwood Road; thence North 72 degrees 30 minutes 14 seconds West perpendicular to said centerline of said road, 50.00 feet to said centerline of Glenwood Road; thence South 17 degrees 29 minutes 46 seconds West along said centerline of Glenwood Road, 5.13 feet to the Point of Beginning, all in Cook County, Illinois.

Part of PIN's 32-09-200-006-0000 and 32-09-200-007-0000

Containing 33.150 (1,444,000 square feet) acres more or less.

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

1000440000 Page 10 of 20

Exhibit B *JWR*
TO AMENDED STORMWATER
FACILITIES EASEMENTS

Nicor Parcel Legal Description:

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the South line of the North Half of the North Half of said Section 9 with the centerline of the Glenwood Road (Chicago Heights-Glenwood Road); thence North 17 degrees 29 minutes 46 seconds East along said centerline of Glenwood Road, 499.40 feet to the Point of Beginning; thence continuing along said centerline of Glenwood Road, 446.35 feet; thence South 72 degrees 39 minutes 06 seconds East, 701.30 feet; thence South 17 degrees 23 minutes 28 seconds West; 446.01 feet; thence North 72 degrees 40 minutes 45 seconds West, 110.00 feet; thence South 17 degrees 20 minutes 54 seconds West, 65.00 feet; thence North 72 degrees 40 minutes 45 seconds West, 112.00 feet; thence North 17 degrees 20 minutes 54 seconds East, 46.00 feet; thence North 51 degrees 44 minutes 51 seconds West, 18.10 feet; thence North 70 degrees 47 minutes 32 seconds West, 247.43 feet; thence North 29 degrees 40 minutes 41 seconds West, 6.43 feet; thence North 72 degrees 40 minutes 45 seconds West, 211.20 feet to the Point of Beginning, all in Cook County, Illinois.

Part of PIN 32-09-200-006-0000

Together with:

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the South line of the North Half of the North Half of said Section 9 with the centerline of the Glenwood Road (Chicago Heights-Glenwood Road); thence North 17 degrees 29 minutes 46 seconds East along said centerline of Glenwood Road, 945.75 feet to the Point of Beginning; thence South 72 degrees 39 minutes 06 seconds East, 60.00 feet; thence North 46 degrees 03 minutes 25 seconds West; 11.17 feet to a line drawn 50.00 feet easterly of and parallel with the centerline of said Glenwood Road; thence North 72 degrees 30 minutes 14 seconds West perpendicular to said centerline of Glenwood Road, 50.00 feet to said centerline of said road; thence South 17 degrees 29 minutes 46 seconds West along said centerline of Glenwood Road, 5.13 feet to the Point of Beginning, all in Cook County, Illinois.

Part of PIN 32-09-200-007-0000

Containing 7.415 (323,000 square feet) acres more or less.

10304410030 Page. 13 of 23

Exhibit C TO ^{WMA} AMENDED STORMWATER FACILITIES EASEMENTS

Northeast Easement Legal Description:

A 30.00 foot wide strip of land, (being 15 feet southeasterly and 15 feet northeasterly of and parallel with the approximate centerline of an existing storm sewer) bounded and described as follows:

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14, East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the South line of the North Half of the North Half of said Section 9, with the centerline of the Glenwood Road (Chicago Heights-Glenwood Road); thence North 17 degrees 29 minutes 46 seconds East along said centerline of Glenwood Road, 945.75 feet; thence South 72 degrees 39 minutes 06 seconds East, 677.71 feet to the Point of Beginning; thence continuing South 72 degrees 39 minutes 06 seconds East, 23.59 feet; thence South 17 degrees 23 minutes 28 seconds West, 21.98 feet to a line 15.00 feet southeasterly and parallel to the centerline of said 30.00 foot wide strip; thence North 38 degrees 53 minutes 42 seconds East along said parallel line, 858.75 feet to a point on the westerly line of a 50 foot wide strip of land lying westerly of, parallel to and immediately adjoining the right of way of the Baltimore and Ohio Chicago Terminal Railroad Company, formerly the Chicago Terminal Transfer Railroad Company, conveyed to the Public Service Company of Northern Illinois by quit claim deed dated July 5, 1922, and recorded July 15, 1922, as Document 7576271, and by quit claim deed dated May 28, 1922, recorded July 8, 1922, as Document 7567576, said point being 5.02 feet southeasterly of the north line of the Northeast Quarter of said Section 9 as measured along said westerly line; thence North 05 degrees 16 minutes 24 seconds West along said westerly line, 5.02 feet to the north line of the Northeast Quarter of said Section 9; thence South 89 degrees 03 minutes 33 seconds West along said north line, 34.51 feet to a line 15.00 feet northwesterly and parallel to the centerline of said 30.00 foot wide strip; thence South 38 degrees 53 minutes 42 seconds West along said parallel line, 828.46 feet to the Point of Beginning, all in Cook County, Illinois.

Affects PIN: 32-09-200-007-0000

Containing 0.577 (25,135 square feet) acres more or less.

South Easement Legal Description:

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of

EXHIBIT C
2 OF 2

the South line of the North Half of the North Half of said Section 9 with the centerline of the Glenwood Road (Chicago Heights-Glenwood Road); thence North 17 degrees 29 minutes 46 seconds East along said centerline of Glenwood Road, 945.75 feet; thence South 72 degrees 39 minutes 06 seconds East, 701.30 feet; thence South 17 degrees 23 minutes 28 seconds West; 446.01 feet; thence North 72 degrees 40 minutes 45 seconds West, 110.00 feet; thence South 17 degrees 20 minutes 54 seconds West, 65.00 feet; thence North 72 degrees 40 minutes 45 seconds West, 112.00 feet; thence North 17 degrees 20 minutes 54 seconds East, 46.00 feet; thence North 51 degrees 44 minutes 51 seconds West, 18.10 feet; thence North 70 degrees 47 minutes 32 seconds West, 31.37 feet to the Point of Beginning; thence continuing North 70 degrees 47 minutes 32 seconds West, 125.73 feet; thence South 49 degrees 58 minutes 01 seconds East, 109.86 feet; thence North 49 degrees 44 minutes 37 seconds East, 45.35 feet to the Point of Beginning, all in Cook County, Illinois.

Part of PIN 32-09-200-006-0000

Containing 0.056 (2,455 square feet) acres more or less.

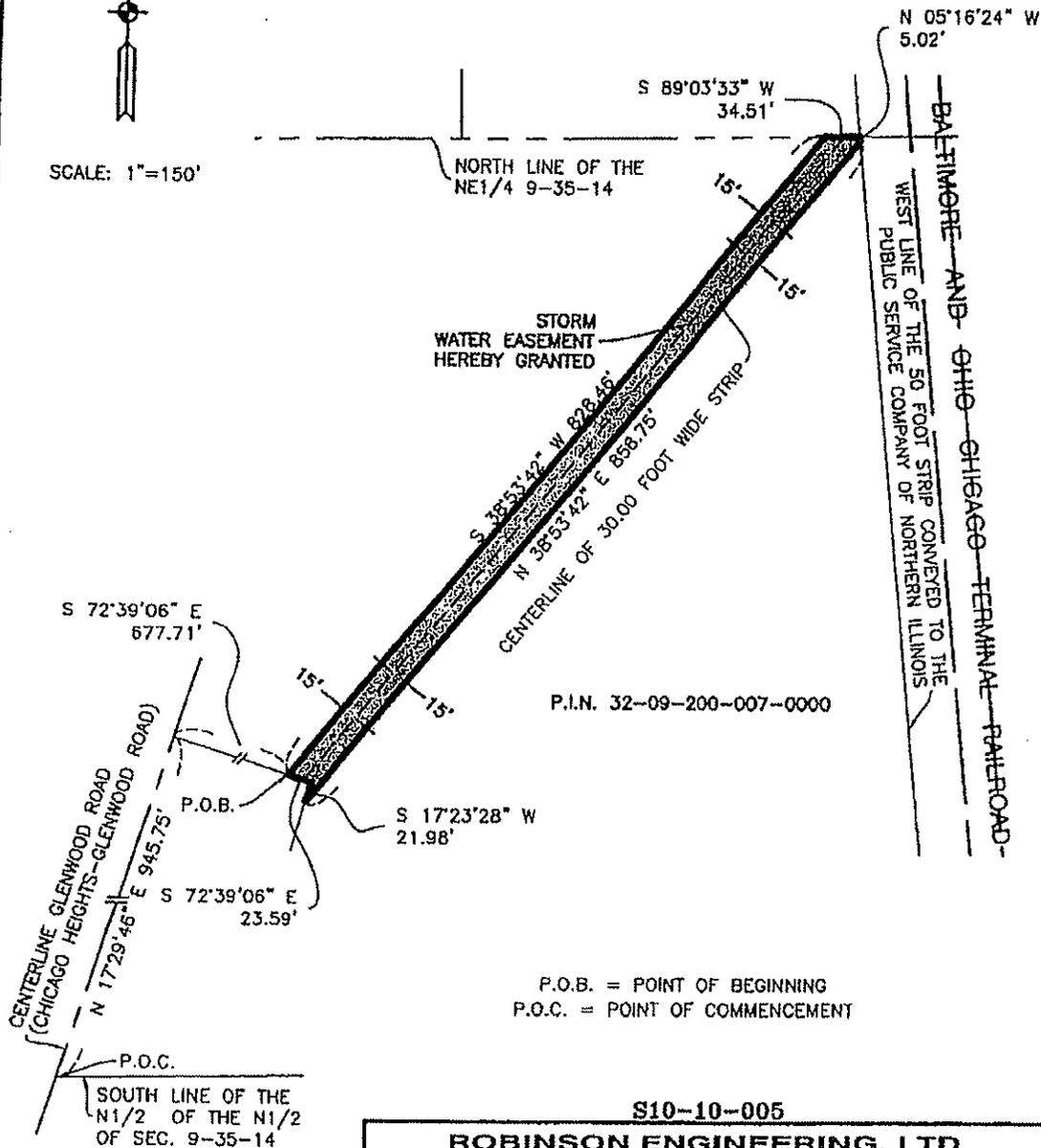
EXHIBIT "D-1"

"NORTHEAST" EASEMENT

TO AMENDED
STORMWATER
FACILITIES
EASEMENTS



SCALE: 1"=150'



P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

S10-10-005

ROBINSON ENGINEERING, LTD.

CONSULTING REGISTERED PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS

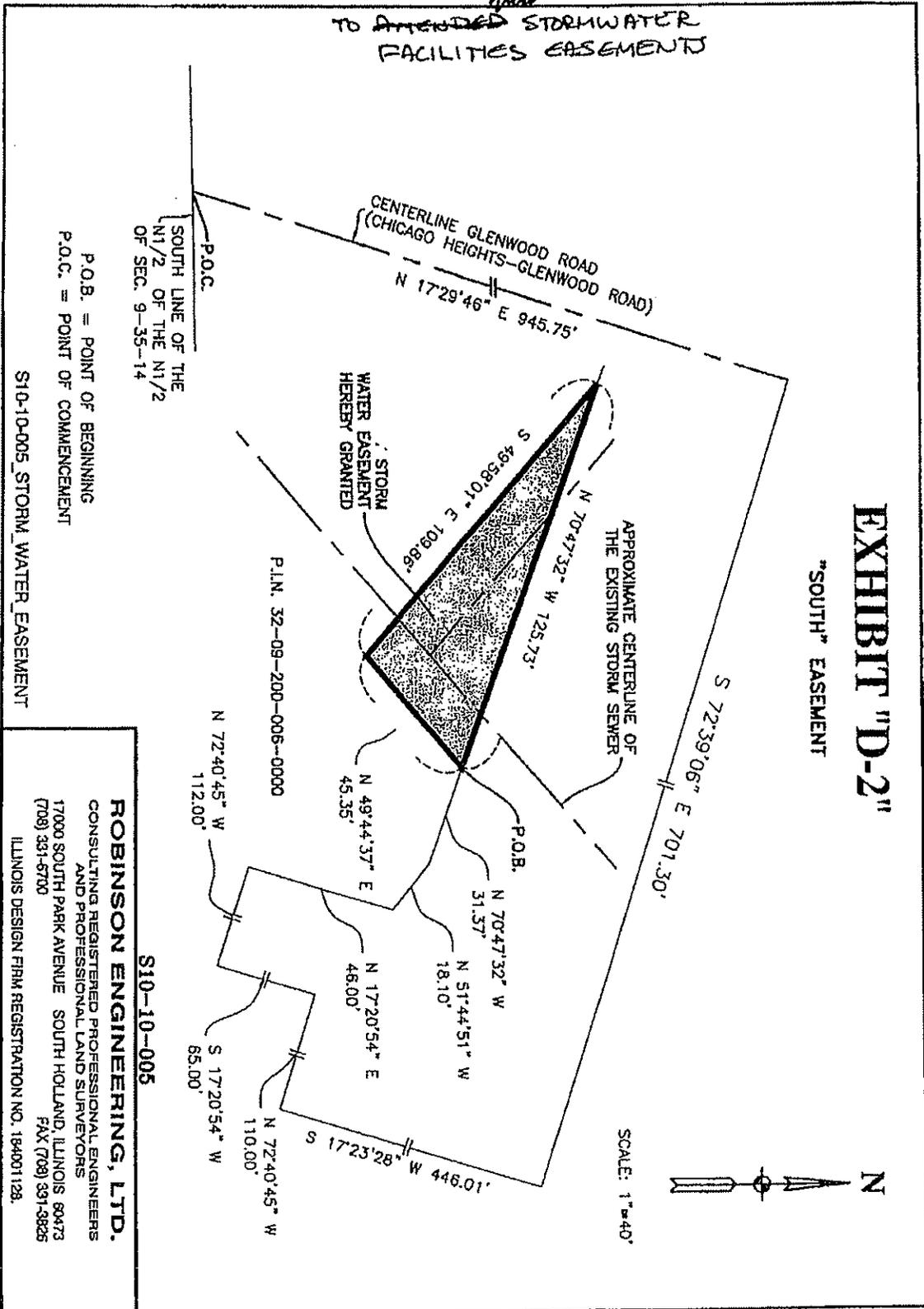
17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473
(708) 331-6700 FAX (708) 331-3826

ILLINOIS DESIGN FIRM REGISTRATION NO. 104001128.

S10-10-005_STORM_WATER_EASEMENT

EXHIBIT "D-2"

TO AMENDED STORMWATER FACILITIES EASEMENT



P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
S10-10-005 STORM WATER EASEMENT

S10-10-005

ROBINSON ENGINEERING, LTD.
CONSULTING REGISTERED PROFESSIONAL ENGINEERS
AND PROFESSIONAL LAND SURVEYORS
17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473
(708) 331-6700 FAX (708) 331-3825
ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.

Exhibit E *Page 2*
 TO ~~AMENDED~~ STORMWATER
 FACILITIES EASEMENTS

Covenant Parcel Legal Description:

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the South line of the North Half of the North Half of said Section 9, with the centerline of the Glenwood Road (Chicago Heights-Glenwood Road); thence North 17 degrees 29 minutes 46 seconds East along said centerline of Glenwood Road, 945.75 feet; thence South 72 degrees 39 minutes 06 seconds East along a Line "A" (being a line designated for the purposes herein described), 701.30 feet to the Point of Beginning; thence North 17 degrees 23 minutes 28 seconds East along a Line "B" (being a line designated for the purposes herein described), 291.88 feet to the south line of the north 366.50 feet of the Northeast Quarter of said Section 9; thence North 89 degrees 03 minutes 33 seconds East along said south line, 478.78 feet to the westerly line of a 50 foot wide strip of land lying westerly of, parallel to and immediately adjoining the right of way of the Baltimore and Ohio Chicago Terminal Railroad Company, formerly the Chicago Terminal Transfer Railroad Company) conveyed to the Public Service Company of Northern Illinois, a corporation, by quit claim deed dated July 5, 1922, and recorded July 15, 1922, as Document 7576271, and by quit claim deed dated May 28, 1922, recorded July 8, 1922, as Document 7567576; thence North 05 degrees 16 minutes 24 seconds West along said westerly line, 367.55 feet to the north line of the Northeast Quarter of said Section 9; thence South 89 degrees 03 minutes 33 seconds West along said north line, 361.18 feet to a line 30.00 feet northwesterly and parallel with aforesaid Line "B"; thence South 17 degrees 23 minutes 28 seconds West along said parallel line, 668.06 feet to aforesaid Line "A"; thence South 72 degrees 39 minutes 06 seconds East along said Line "A", 30.00 feet to the Point of Beginning, all in Cook County, Illinois.

Affects PIN: 32-09-200-007-0000

Containing 3.864 (168,000 square feet) acres more or less.

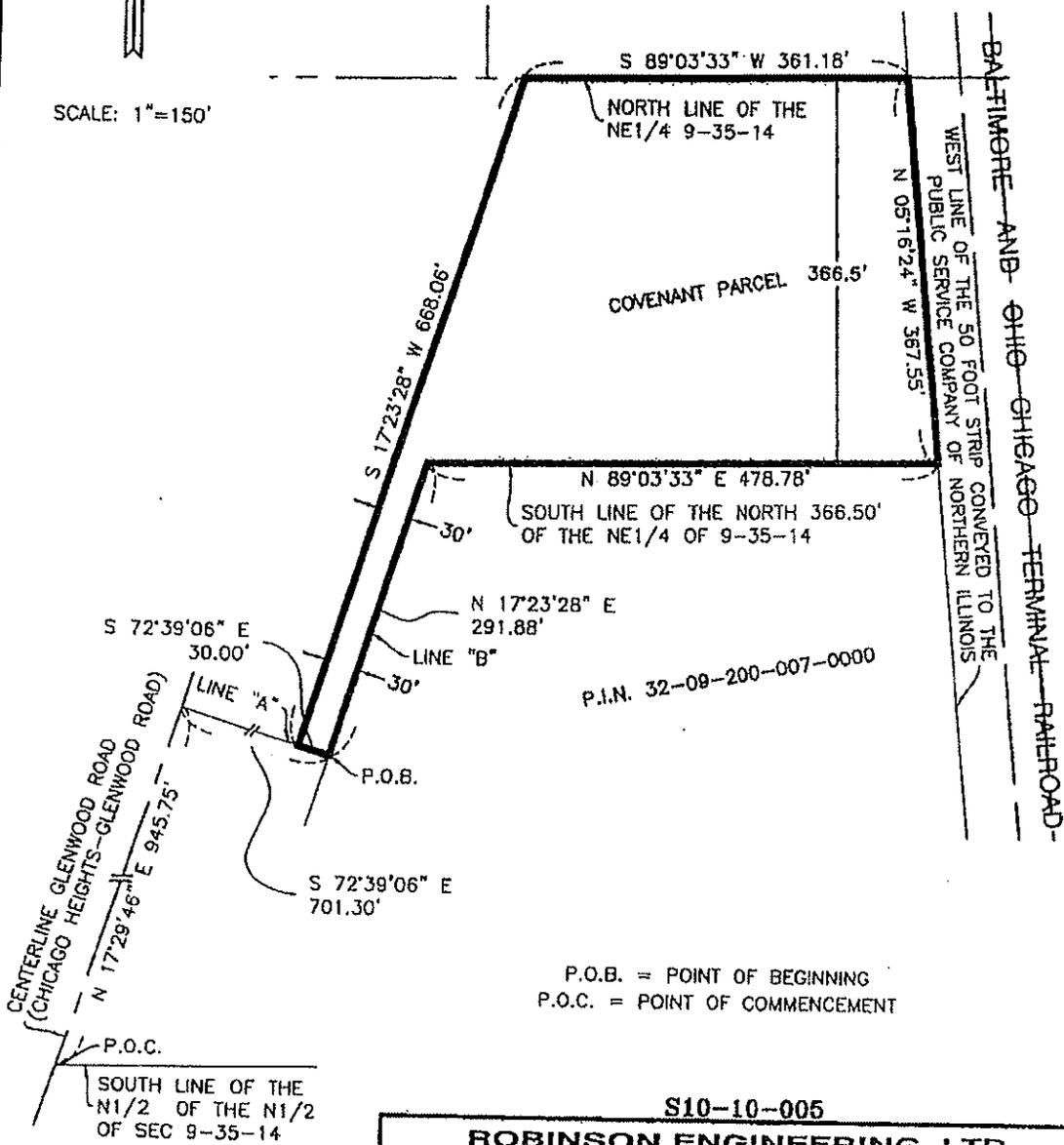
EXHIBIT "E"

2 OF 2

COVENANT PARCEL



SCALE: 1"=150'



P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

S10-10-005

ROBINSON ENGINEERING, LTD.

CONSULTING REGISTERED PROFESSIONAL ENGINEERS
AND PROFESSIONAL LAND SURVEYORS

17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473
(708) 331-6700 FAX (708) 331-3826

ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.

S10-10-005_COVENANT_PARCEL

Exhibit E TO SPECIAL WARRANTY DEED
1 OF 2

Covenant Parcel Legal Description:

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the South line of the North Half of the North Half of said Section 9, with the centerline of the Glenwood Road (Chicago Heights-Glenwood Road); thence North 17 degrees 29 minutes 46 seconds East along said centerline of Glenwood Road, 945.75 feet; thence South 72 degrees 39 minutes 06 seconds East along a Line "A" (being a line designated for the purposes herein described), 701.30 feet to the Point of Beginning; thence North 17 degrees 23 minutes 28 seconds East along a Line "B" (being a line designated for the purposes herein described), 291.88 feet to the south line of the north 366.50 feet of the Northeast Quarter of said Section 9; thence North 89 degrees 03 minutes 33 seconds East along said south line, 478.78 feet to the westerly line of a 50 foot wide strip of land lying westerly of, parallel to and immediately adjoining the right of way of the Baltimore and Ohio Chicago Terminal Railroad Company, formerly the Chicago Terminal Transfer Railroad Company) conveyed to the Public Service Company of Northern Illinois, a corporation, by quit claim deed dated July 5, 1922, and recorded July 15, 1922, as Document 7576271, and by quit claim deed dated May 28, 1922, recorded July 8, 1922, as Document 7567576; thence North 05 degrees 16 minutes 24 seconds West along said westerly line, 367.55 feet to the north line of the Northeast Quarter of said Section 9; thence South 89 degrees 03 minutes 33 seconds West along said north line, 361.18 feet to a line 30.00 feet northwesterly and parallel with aforesaid Line "B"; thence South 17 degrees 23 minutes 28 seconds West along said parallel line, 668.06 feet to aforesaid Line "A"; thence South 72 degrees 39 minutes 06 seconds East along said Line "A", 30.00 feet to the Point of Beginning, all in Cook County, Illinois.

Affects PIN: 32-09-200-007-0000

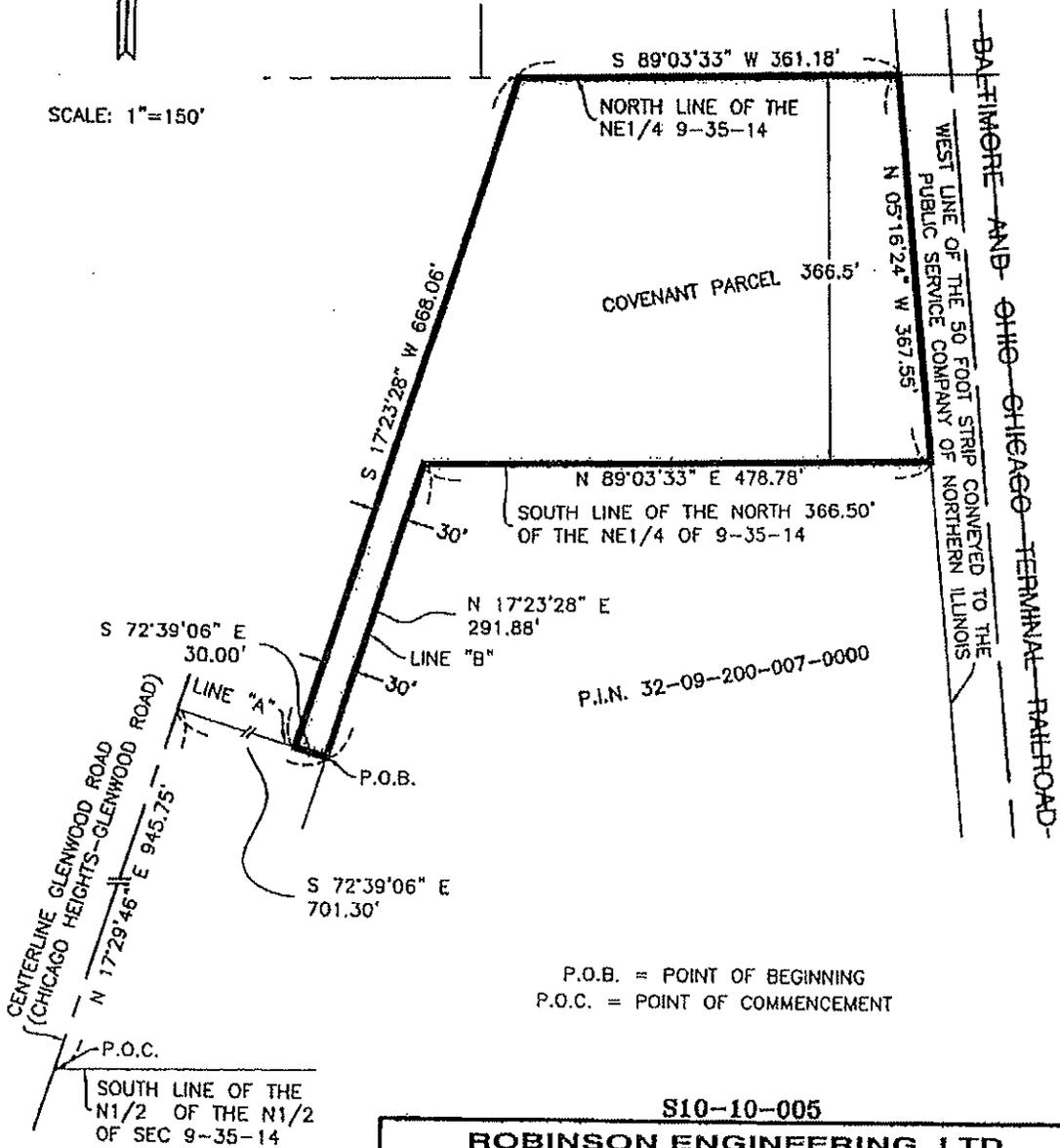
Containing 3.864 (168,000 square feet) acres more or less.

EXHIBIT "E" TO SPECIAL WARRANTY DEED

COVENANT PARCEL 2 OF 2



SCALE: 1"=150'



P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

S10-10-005

ROBINSON ENGINEERING, LTD.

CONSULTING REGISTERED PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS

17000 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473
(708) 331-6700 FAX (708) 331-3626

ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128.

S10-10-005_COVENANT_PARCEL

Exhibit F TO SPECIAL WARRANTY DEED

Nicor Parcel Legal Description:

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the South line of the North Half of the North Half of said Section 9 with the centerline of the Glenwood Road (Chicago Heights-Glenwood Road); thence North 17 degrees 29 minutes 46 seconds East along said centerline of Glenwood Road, 499.40 feet to the Point of Beginning; thence continuing along said centerline of Glenwood Road, 446.35 feet; thence South 72 degrees 39 minutes 06 seconds East, 701.30 feet; thence South 17 degrees 23 minutes 28 seconds West; 446.01 feet; thence North 72 degrees 40 minutes 45 seconds West, 110.00 feet; thence South 17 degrees 20 minutes 54 seconds West, 65.00 feet; thence North 72 degrees 40 minutes 45 seconds West, 112.00 feet; thence North 17 degrees 20 minutes 54 seconds East, 46.00 feet; thence North 51 degrees 44 minutes 51 seconds West, 18.10 feet; thence North 70 degrees 47 minutes 32 seconds West, 247.43 feet; thence North 29 degrees 40 minutes 41 seconds West, 6.43 feet; thence North 72 degrees 40 minutes 45 seconds West, 211.20 feet to the Point of Beginning, all in Cook County, Illinois.

Part of PIN 32-09-200-006-0000

Together with:

That part of the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the South line of the North Half of the North Half of said Section 9 with the centerline of the Glenwood Road (Chicago Heights-Glenwood Road); thence North 17 degrees 29 minutes 46 seconds East along said centerline of Glenwood Road, 945.75 feet to the Point of Beginning; thence South 72 degrees 39 minutes 06 seconds East, 60.00 feet; thence North 46 degrees 03 minutes 25 seconds West; 11.17 feet to a line drawn 50.00 feet easterly of and parallel with the centerline of said Glenwood Road; thence North 72 degrees 30 minutes 14 seconds West perpendicular to said centerline of Glenwood Road, 50.00 feet to said centerline of said road; thence South 17 degrees 29 minutes 46 seconds West along said centerline of Glenwood Road, 5.13 feet to the Point of Beginning, all in Cook County, Illinois.

Part of PIN 32-09-200-007-0000

Containing 7.415 (323,000 square feet) acres more or less.

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS
DU PAGE) SS.
COUNTY OF COOK

MICHAEL PARTEE, being duly sworn on oath, states that
he resides at business address of 1844 FERRY RD, NARBURVILLE, IL 60563. That the
attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;

- OR -

the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.

- 2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
- 3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
- 4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
- 5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easement of access.
- 6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
- 7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
- 8. Conveyances made to correct descriptions in prior conveyances.
- 9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

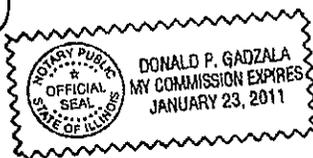
Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

Michael ParTEE

SUBSCRIBED and SWORN to before me

this 28th day of December, 2010

Donald P. Gadzala
Notary Public



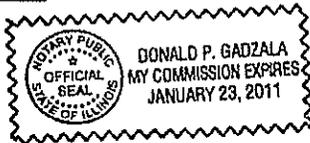
STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated December 28, 2010 Signature: Michael Porter
Grantor or Agent

Subscribed and sworn to before me by the
said MICHAEL PORTER
this 28th day of December
2010.

Donald P. Gadzala
Notary Public

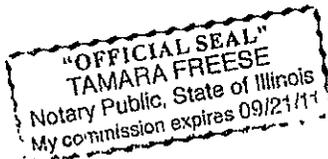


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated December 28, 2010 Signature: John Foster
Grantee or Agent

Subscribed and sworn to before me by the
said _____
this 28 day of December
2010.

Tamara Freese
Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]

EXHIBIT 2

(Legal description of the Amended Covenant Parcel)

Amended Covenant Parcel

Using Current conditions:

That part of Outlot A together with that part of Lot 3 in Industrial North Subdivision, being a subdivision of part of the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, described as follows:

Beginning at the Northeast corner of Outlot A in said Subdivision; thence south 5 degrees 16 minutes 24 seconds East along the easterly line of said Outlot A and along the easterly line of Lot 3 in said subdivision, 1324.18 feet to the southeast corner of said Lot 3; thence south 89 degrees 02 minutes 54 seconds west along the south line of said Lot 3, a distance of 181.61 feet; thence north 0 degrees 57 minutes 06 seconds west, perpendicular to the south line of said Lot 3, a distance of 744.34 feet; thence north 5 degrees 16 minutes 24 seconds west, along a line parallel with the easterly line of said Lot 3, a distance of 577.74 feet to the north line of said Outlot A; thence north 89 degrees 03 minutes 33 seconds east along the north line of said Outlot A, 125.36 feet to the point of beginning, in Cook County, Illinois.

AND

Commencing at the southeast corner of Lot 3 in said Subdivision; thence south 89 degrees 02 minutes 54 seconds west along the south line of said Lot 3 a distance of 181.61 feet; thence north 0 degrees 57 minutes 06 seconds west, perpendicular to the south line of said Lot 3, a distance of 676.95 feet to the point of beginning; thence continuing north 0 degrees 57 minutes 06 seconds west along said perpendicular line, 67.39 feet to a point; thence south 89 degrees 02 minutes 54 seconds west, parallel with the south line of said Lot 3, a distance of 438.77 feet to a point on the northeasterly extension of the southeasterly line of Lot 4 in said Subdivision; thence south 17 degrees 23 minutes 28 seconds west along said northeasterly extension, 71.00 feet to the northeast corner of said Lot 4; thence north 89 degrees 02 minutes 54 seconds east, parallel with the south line of said Lot 3, a distance of 461.11 feet to the point of beginning, in Cook County, Illinois.

After resubdivision:

Outlot A in Industrial North Resubdivision, being a resubdivision of Lot 2, Lot 3, Outlot A and Outlot B in Industrial North Subdivision, in Section 9, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Containing 4.9766 acres more or less.

EXHIBIT 3

(Plat for the Industrial North Resubdivision of Lot 2, Lot 3, Outlot A and Outlot B in Industrial North Subdivision in the North Half of the North Half of Section 9, Township 35 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.)

GARY S. MUELLER & ASSOCIATES, LTD.
ATTORNEYS AT LAW



GARY S. MUELLER
ATTORNEY AT LAW

July 24, 2014

91 N 129th Infantry Drive
Joliet, IL 60435

Sent Via Fax Transmission: 312-541-9191
Electronic Mail: jdonahue@rmcj.com
And Certified Mail - return receipt requested

815/725-7300
fax 815/725-7320
gsm@muellaw.com

Mr. John F. Donahue
Rosenthal, Murphey, Coblenz & Donahue
30 North LaSalle Street, Suite 1624
Chicago, IL 60602

Re: Fadel Purchase of Property from the Village of Glenwood
Due Diligence Extension Request

Dear Mr. Donahue:

As a follow-up to our telephone conversation concerning the above-referenced matter, this letter serves as the formal, written request that the due diligence period slated to run tomorrow, July 25, 2014, be extended through and including August 22, 2014. My client has been diligently pursuing the purchase of the property and remains confident that he will be able to close the transaction. Nonetheless, there still are some outstanding matters and issues that my client feels he needs to complete prior to allowing the earnest money to go hard and setting the course for a closing thereafter.

I anticipate that the Village will accept this extension request. If, however, the Village chooses not to accept the extension request, my client will be forced to declare the contract null and void and seek release of the escrowed funds.

Please contact me at your earliest convenience and let me know the Village's position. If you have any questions, please feel free to give me a call.

Very truly yours,

Gary S. Mueller, Esq.

GSM:dmn

CC: Mr. Eddie Fadel
Mr. Mike Lazansky (sent via electronic mail only)