

3765682

**INTERGOVERNMENTAL AGREEMENT
BY AND AMONG
THE COUNTY OF LAKE
THE LAKE COUNTY FOREST PRESERVE DISTRICT,
THE VILLAGE OF LINDENHURST,
THE LINDENHURST SANITARY DISTRICT,
AND
WESTFIELD HOMES OF ILLINOIS, INC.**

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**PREPARED BY THE FOLLOWING ATTORNEYS
ON BEHALF OF THEIR RESPECTIVE CLIENTS:**

Attorneys for the County
of Lake and the Lake County Forest
Preserve District:

Clifford L. Weaver
Martin P. Murphy
Burke, Weaver & Prell
55 West Monroe Street
Suite 800
Chicago, Illinois 60603
(312) 263-3600

Attorney for Westfield Homes
of Illinois, Inc.:

James E. Lentz
Coffield, Ungaretti & Harris
Three First National Plaza
Chicago, Illinois 60602-4405
(312) 977-4405

Attorney for the Village of
Lindenhurst and the
Lindenhurst Sanitary District:

Paul P. Phillips
Soffiatti, Johnson, Teegen
& Phillips, Ltd.
74 E. Grand Avenue
Fox Lake, Illinois 60020
(708) 587-2551

AFTER RECORDING RETURN TO:

CHICAGO TITLE INSURANCE CO.

Martin P. Murphy
Burke, Weaver & Prell
55 West Monroe Street
Suite 800
Chicago, Illinois 60603

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Burke, Weaver & Prell
55 West Monroe Street
Suite 800
Chicago, Illinois 60603

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BY AND AMONG
THE COUNTY OF LAKE
THE LAKE COUNTY FOREST PRESERVE DISTRICT,
THE VILLAGE OF LINDENHURST,
THE LINDENHURST SANITARY DISTRICT,
AND
WESTFIELD HOMES OF ILLINOIS, INC.**

THIS AGREEMENT, dated as of the 12th day of June, 1995, by, between, and among the **COUNTY OF LAKE**, a unit of local government organized and existing under the Counties Code, 55 ILCS 5/1-1001 et seq. (the "County"), the **LAKE COUNTY FOREST PRESERVE DISTRICT**, a unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq. (the "Forest Preserve District"), the **VILLAGE OF LINDENHURST**, an Illinois municipal corporation, organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (the "Village"), the **LINDENHURST SANITARY DISTRICT**, a unit of local government organized and existing under the Sanitary District Act, 70 ILCS 2205/0.01, et seq. (the "Sanitary District"), and **WESTFIELD HOMES OF ILLINOIS, INC.**, an Illinois corporation ("Westfield"), (the County, the Forest Preserve District, the Village, the Sanitary District, and Westfield are referred to, individually and collectively, as the "Parties"),

W I T N E S S E T H:

WHEREAS, Westfield is in part the owner and in part the contract purchaser of a parcel of land located within the Village, which is generally depicted on Exhibit A attached to this

Agreement and legally described on Exhibit B attached to this Agreement (the "Westfield Development Property"); and

WHEREAS, Westfield has petitioned the Village for, and the Village has granted, approval of a special use permit for a planned unit development and of the preliminary plat of subdivision attached to this Agreement as Exhibit C (the "Preliminary Plat") that would permit development of a portion of the Westfield Development Property for single family, townhouse, and multiple family residential uses (the "Westfield Development"); and

WHEREAS, Westfield is in the process of preparing, subject to the Village's approval, several final plats of subdivision for the Westfield Development to be recorded with the Lake County Recorder of Deeds (each such plat is referred to herein as "a Final Plat"); and

WHEREAS, to facilitate the Westfield Development and future developments in and around the Village, Westfield and the Village have requested that the Forest Preserve District grant two, 30-foot wide, long-term easements to the Village (the "Sewer and Water Easements"), one running north and south from the Forest Trail Subdivision and eventually extending to the Country Place Subdivision (the "North-South Sewer and Water Easement") and one running east and west from the Forest Trail Subdivision to the Forest View Park (the "East-West Sewer and Water Easement"), to allow the construction, installation, operation, and maintenance of sanitary sewer lines and water lines across the Forest Preserve District's McDonald Woods Forest Preserve in the locations generally depicted on Exhibit A, or in such other locations as may be approved by the Forest Preserve District, which locations are to be legally described on Exhibit D to be attached to this Agreement pursuant to Subsection 4.B of this Agreement (the "Sewer and Water Easement Parcels"); and

WHEREAS, to facilitate the initial construction and installation of the aforementioned sanitary sewer lines and water lines within the Sewer and Water Easement Parcels, Westfield and the Village have requested that the Forest Preserve District also grant 20-foot wide temporary construction easements contiguous to the Sewer and Water Easement Parcels to the Village (the "Temporary Construction Easements") in the locations generally depicted on Exhibit A, or in such other locations as may be approved by the Forest Preserve District, which locations are to be legally described on Exhibit E to be attached to this Agreement pursuant to Subsection 4.B of this Agreement (the "Temporary Construction Easement Parcels"); and

WHEREAS, pursuant to Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6 (1992), the Forest Preserve District is authorized to grant easements for the construction, installation, operation, and maintenance of sewer and water facilities upon, under, or across its property; and

WHEREAS, the Forest Preserve District, the Village, and Westfield believe that their mutual best interests, and the best interests of the existing and future residents of the District, the Village, and the Westfield Development, will be served by the development, maintenance, and use of a 50-foot wide regional recreational trail for pedestrian and bicycle use, and such vehicular uses as the Forest Preserve District reasonably deems necessary and appropriate for maintenance and security purposes, (the "Regional Recreational Trail") to consist of a an eight-foot wide improved trail surface and two six-foot wide mowed shoulders (the "Trail") and a landscaped bufferyard totaling 30 feet in width that is divided by, and running along the sides of, such Trail, (the "Trail Bufferyards") which Trail and Bufferyards shall be located on, through and across the portion of the Westfield Development Property generally depicted on

Exhibit A and more specifically located on the Preliminary Plat and to be legally described on one or more Final Plats (the "Trail Property"); and

WHEREAS, pursuant to Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6 (1992), the Forest Preserve District is authorized to acquire fee simple interests in real property by gift; and

WHEREAS, subject to the terms and conditions set forth in this Agreement, Westfield desires to donate to the Forest Preserve District, and the Forest Preserve District desires to accept from Westfield, the Trail Property for the installation, maintenance, and use of the Regional Recreational Trail; and

WHEREAS, subject to recovery in the manner provided in this Agreement, the Forest Preserve District is willing to advance the costs of constructing and installing the Trail; and

WHEREAS, the Forest Preserve District and the Village believe that it is in their mutual best interests, and in the best interests of present and future residents of the Forest Preserve District and the Village, that the Regional Recreational Trail be connected to the District's existing trail south of the Grass Lake Road parking lot in McDonald Woods at the most northwesterly trail connection point referenced on the trail plan attached to this Agreement as Exhibit F (the "East-West Trail Connection"); and

WHEREAS, the Village has agreed to design and construct the East-West Trail Connection in accordance with specifications approved by the District, at the Village's expense; and

WHEREAS, the Forest Preserve District and the Village believe that it is in their mutual best interests, and in the best interests of present and future residents of the Forest Preserve District, the Village and new residential areas to be developed within the Village in the future,

that the Regional Recreational Trail be extended, in the manner depicted on the trail plan attached hereto as Exhibit F, through lands expected to be annexed to, or approved for development by, the Village in the future (the "Future Development Properties"), and that additional trails, to be used for the same uses and constructed, installed, and maintained in the same manner as the Regional Recreational Trail, be installed within the Future Development Properties (the "Future Recreational Trails") all as shown on Exhibit F; and

WHEREAS, the Village has determined that it will not annex, or grant any zoning or subdivision approval for the development of, any of the Future Development Properties except pursuant to annexation agreements, development agreements, or ordinances that require the owners and developers of the Future Development Properties to dedicate rights-of-way for, to pay for the installation and construction of, and to provide for the future maintenance of, the Future Regional Recreational Trails through such Properties in the manner required in this Agreement and in the general locations shown on Exhibit F; and

WHEREAS, the Forest Preserve District, the Village, and Westfield believe that their mutual best interests, and the best interests of the existing and future residents of the Forest Preserve District, the Village, and the Westfield Development, will be served if a portion of the historic farm currently located on the Westfield Development Property is preserved, developed, maintained, and operated as a farm heritage and tractor museum, for the education, pleasure, and recreation of the public; and

WHEREAS, subject to the terms and conditions set forth in this Agreement, Westfield desires to donate, or cause to be donated, to the Forest Preserve District, and the Forest Preserve District desires to accept from Westfield, or other appropriate Party, several of the historic farm buildings located on the Westfield Development Property, together with

approximately 8.5 acres of land under and surrounding said buildings, which land and buildings are generally depicted on Exhibits A and A-1 and which land is legally described on Exhibit G attached to this Agreement, to be preserved, developed, maintained, and operated as a farm heritage and tractor museum, for the education, pleasure, and recreation of the public (the "Bonner Farm"); and

WHEREAS, in fulfillment of its obligations under the Village's Subdivision Ordinance, Westfield has agreed to convey, or to cause to be conveyed, to the Lindenhurst Park District, a unit of local government organized and existing under the Park District Code, 70 ILCS 1205/1-1, et seq. (the "Park District"), a 12.9 acre parcel of land adjacent to the Bonner Farm, which parcel is generally depicted on Exhibit A and is to be legally described on Exhibit H to be attached to this Agreement pursuant to Subsection 4.B of this Agreement (the "Park Parcel"); and

WHEREAS, the Forest Preserve District is desirous of securing, and Westfield is desirous of providing, additional protections to assure that the Park Parcel will never be used in a manner inconsistent with, or detrimental to, the Bonner Farm; and

WHEREAS, the Village and Westfield are desirous of securing, and the Forest Preserve District is desirous of providing, additional protections to assure that the Bonner Farm will never be used in a manner inconsistent with, or detrimental to, the Park Parcel; and

WHEREAS, the Sanitary District currently provides sanitary sewer service within a facilities planning area, the current boundaries of which (adjusted for an amendment to the western border thereof as recently recommended by the Northeastern Illinois Planning Commission) are depicted on Exhibit I (the "Lindenhurst FPA"); and

WHEREAS, the Sanitary District and the Village desire to submit a request to the Northeastern Illinois Planning Commission ("NIPC") and the Illinois Environmental Protection Agency (the "IEPA") to expand the Lindenhurst FPA to include several parcels of land located north of the Lindenhurst FPA, all of which parcels are generally depicted on Exhibit I attached hereto and legally described on Exhibit J attached to this Agreement (the "FPA Expansion Parcels")(the Lindenhurst FPA and any and all of the FPA Expansion Parcels that are hereafter approved for inclusion in the Lindenhurst FPA are referred to herein as the "Lindenhurst Expanded FPA"); and

WHEREAS, the FPA Expansion Parcels are currently included in the County's Northeast Lake Facilities Planning Area (the "County FPA"); and

WHEREAS, the County is willing to support the transfer of the FPA Expansion Parcels from the County FPA to the Lindenhurst FPA, subject to the execution of a facilities planning area boundary agreement, as provided in this Agreement, by and among the County, the Village and the Sanitary District; and

WHEREAS, the County, the Village, and the Sanitary District believe that their mutual best interests, and the best interests of the existing and future residents of the County, the Village, and the Sanitary District, will be served by an agreement among them providing for the transfer of the FPA Expansion Parcels from the County FPA to the Lindenhurst FPA and further providing for the establishment of permanent boundaries between the County FPA and the Lindenhurst Expanded FPA; and

WHEREAS, the Village is the owner of a parcel of land containing approximately 36.57 acres and located adjacent to Fourth Lake in Lake Villa Township, Lake County, Illinois, which parcel is generally depicted on Exhibit A and is to be legally described on Exhibit K to be

attached to this Agreement pursuant to Subsection 4.B of this Agreement (the "Fourth Lake Parcel"); and

WHEREAS, the County, the Forest Preserve District, and the Village believe that their mutual best interests, and the best interests of the existing and future residents of the County, the Forest Preserve District, and the Village will be served by the Village donating, or causing to be donated, to the Forest Preserve District the Fourth Lake Parcel, which donation will promote and increase preservation opportunities for the residents of the County, the Forest Preserve District and the Village; and

WHEREAS, pursuant to the Local Government Property Transfer Act, 50 ILCS 605/.01 et seq., a local government may convey a parcel of property to another local government provided that the latter has passed an ordinance declaring that it is necessary or convenient for it to use, occupy, or improve the property for a public purpose and the former has passed a resolution authorizing the conveyance; and

WHEREAS, the County, the Forest Preserve District, and the Village have worked cooperatively to determine the best route for the planned relocation of U.S. Route 45 as it passes near and through the Village and properties owned by the Forest Preserve District and now wish to formally agree to use their mutual best efforts to support the relocation of U.S. Route 45 to a route, as generally depicted on Exhibit A, running adjacent with the eastern border of the Heritage Trail Subdivision and taking as little of the Forest Preserve District's McDonald Woods Forest Preserve as is reasonably feasible (the "Relocated Route 45 Alignment"); and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance, and units of local

government may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, any power, privilege, or authority that may be exercised or enjoyed by a unit of local government may be exercised and enjoyed jointly with other units of local government, 5 ILCS 220/1 et seq. (1992);

NOW, THEREFORE, in consideration of the recitals, mutual covenants, and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to their powers and authorities under Section 10 of Article VII of the Illinois Constitution of 1970, the Counties Code, 55 ILCS 5/1-1-1 et seq., the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq., the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., the Sanitary District Act, 70 ILCS 2205/0.01, et seq., the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., and all other applicable authority, the County, the Forest Preserve District, the Village, the Sanitary District, and Westfield do hereby enter into the following:

I N T E R G O V E R N M E N T A L A G R E E M E N T

Section 1. Recitals.

The foregoing recitals are hereby incorporated into, and made a part of, this Agreement as substantive provisions hereof.

Section 2. Approval of Final Plats.

Westfield and the Village agree that Westfield shall not seek, and the Village shall not grant, the approval of any Final Plat covering any portion of the Preliminary Plat that contains

any portion of the Regional Recreational Trail unless (i) such Final Plat is substantially in accordance with the Preliminary Plat and is otherwise in compliance with this Agreement and (ii) such Final Plat shall have been first executed by the Forest Preserve District; provided, however, that if such Final Plat is in substantial accordance with the Preliminary Plat and is otherwise in compliance with this Agreement and if all Parties are then in compliance with the terms of this Agreement, such execution shall not be unreasonably withheld or delayed by the Forest Preserve District.

Section 3. Required Property Transfers.

A. Grant of Sewer and Water Easements and Temporary Construction Easements.

1. **Duty to Convey.** Subject to Paragraph 3.A.2 below, the Forest Preserve District shall convey to the Village, without fee or other consideration except as provided by this Agreement, the Sewer and Water Easements and the Temporary Construction Easements; provided, however, that the conveyance of the East-West Sewer and Water Easement and the adjacent Temporary Construction Easement shall each be conditioned upon the Village designing, constructing and installing the East-West Trail Connection pursuant to plans and specifications to be approved by the Forest Preserve District. The conveyance of the Sewer and Water Easements and the Temporary Construction Easements shall be made by deposit into the Closing Escrow (as defined in Paragraph 4.A.2 of this Agreement), on or before the Deposit Date (as defined in Paragraph 4.A.2 of this Agreement), of an easement agreement for the North-South Sewer and Water Easement and its adjacent Temporary Construction Easement substantially in the form attached hereto as Exhibit L (the "North-South Sewer and Water Easement Agreement") and an easement agreement for the East-West Sewer and Water Easement and its

adjacent Temporary Construction Easement substantially in the form attached hereto as Exhibit M (the "East-West Sewer and Water Easement Agreement") (collectively, the North-South Sewer and Water Easement Agreement and the East-West Sewer and Water Easement Agreement shall be referred to in this Agreement as the "Sewer and Water Easement Agreements").

2. Grantor Agency Approvals. Notwithstanding the provisions of Subparagraph 4.A.3(d) of this Agreement, the Forest Preserve District shall not be required to convey the Sewer and Water Easements or the Temporary Construction Easements across any property acquired by it through the use of federal, state, or private grant funds unless the Forest Preserve District shall have first secured any and all approvals as may be required from the granting agencies (collectively, the "Grantor Agency Approvals").

The Village may elect to delay the Closing (as defined in Subparagraph 4.A.3(d) of this Agreement) with respect to all or any part of the Sewer and Water Easements and the Temporary Construction Easements affected by Grantor Agency Approvals in order to allow the Forest Preserve District to apply for the Grantor Agency Approvals for such Sewer and Water Easements and Temporary Construction Easements, but no such delay shall affect the Closing on any other Property Transfer (as defined in Paragraph 4.A.1 of this Agreement) to be closed pursuant to this Agreement. Alternatively, the Village may elect, by delivery of a written notice to the Forest Preserve District in the manner provided in Section 10 of this Agreement, to relinquish its rights pursuant to this Agreement for the conveyance of any part of the Sewer and Water Easements and the Temporary Construction Easements affected by the Grantor Agency Approvals and may, in lieu of such Easements, accept use permits or similar authorizations, which may be subject to an expedited Grantor Agency Approval, for the construction, installation, maintenance, and repair of the sewer and water lines (the "Use Permits").

Upon written request from the Village or Westfield, the Forest Preserve District shall promptly apply for any necessary Grantor Agency Approvals for the Sewer and Water Easements and the Temporary Construction Easements or the Use Permits; provided, however, that the Forest Preserve District shall not be required to make or, having made, to continue to prosecute any such application unless the Village shall have first deposited with the Forest Preserve District funds sufficient, in the reasonable determination of the Forest Preserve District, to reimburse the Forest Preserve District for all reasonable costs and expenses that the Forest Preserve District may incur in connection with making and prosecuting such application.

B. Conveyance of the Trail Property. Westfield shall convey, or cause to be conveyed, without any consideration other than as provided by this Agreement, fee simple title, unencumbered except as provided in this Subsection 3.B, to the Trail Property to the Forest Preserve District. Such conveyance shall be made by Westfield at such time or times as any Final Plat containing any portion of the Trail Property is approved by the Village by causing such portion of the Trail Property to be dedicated to the Forest Preserve District on such Final Plat or to be deeded to the Forest Preserve District by a deed that is recorded as the next recording number immediately after the recording of such Final Plat. Such conveyance shall be subject only to the Accepted Conditions (as defined in Paragraph 4.E.3 of this Agreement) and to an easement for maintenance of the Trail Bufferyards (the "Maintenance Easement").

The Village shall not approve any Final Plat covering any portion of the Preliminary Plat including any portion of the Regional Recreational Trail unless such Final Plat shall have been first executed by the Forest Preserve District, which execution shall serve to evidence the Forest Preserve District's approval of (i) the final location on such Final Plat of the Trail Property, the Trail and the Trail Bufferyards (ii) all provisions of such Final Plat, and any related deed,

relating to or affecting the conveyance of the Trail Property, and (iii) all provisions of such Final Plat, and any related covenants to be recorded with such Final Plat, providing for the terms and conditions of the Maintenance Easement, which shall, at a minimum, provide for installation and perpetual maintenance, at no cost to the Forest Preserve District, of the Trail Bufferyards.

Neither Westfield nor the Village shall record any Final Plat covering any portion of the Preliminary Plat including any portion of the Regional Recreational Trail except through the office of the Title Company (as defined in Paragraph 4.A.2 of this Agreement) and pursuant to Paragraph 4.A.5 of this Agreement.

If the Westfield Development is abandoned or otherwise not completed by Westfield so that all Final Plats are not recorded with the Lake County Recorder of Deeds Office as contemplated and provided in this Agreement, any such portion of the Westfield Development Property so abandoned or not completed shall, without further action of the Parties, be deemed to be a part of the Future Development Properties and subject to the Future Trail Obligations imposed upon the Future Development Properties pursuant to Subsection 7.A of this Agreement, including the requirements that Future Recreational Trails shall be dedicated, designed, constructed, installed, and maintained on and along the Trail Property pursuant to the terms and conditions of this Agreement.

C. **Conveyance of Bonner Farm.** Westfield shall convey, or cause to be conveyed, fee simple title, unencumbered except as provided in this Subsection 3.C, to the Bonner Farm to the Forest Preserve District without any consideration other than as provided by this Agreement. Such conveyance shall be made by deposit into the Closing Escrow, on or before the Deposit Date, of a recordable warranty deed with release of homestead rights, if any, and subject only to the Accepted Conditions and the farm license referred to in Subsection 5.A of

this Agreement; provided, however, that the Forest Preserve District shall be obligated to execute a Final Plat including the Bonner Farm if necessary to effect the dedication of not more than 10 feet of right-of-way along Sand Lake Road.

D. **Conveyance of Fourth Lake Parcel.** The Village shall convey fee simple title, unencumbered except as provided in this Subsection 3.D, to the Fourth Lake Parcel to the Forest Preserve District without any consideration other than as provided by this Agreement. Such conveyance shall be made by deposit into the Closing Escrow, on or before the Deposit Date, of a recordable warranty deed, subject only to the Accepted Conditions. Prior to the Deposit Date, the Forest Preserve District shall pass an ordinance, and the Village shall pass a resolution, as required by the Local Government Property Transfer Act providing for the transfer of the Fourth Lake Parcel from the Village to the Forest Preserve District.

E. **Covenant Restricting the Use of the Park Parcel.** Westfield shall deposit into the Closing Escrow, on or before the Deposit Date, without any consideration other than as provided in this Agreement, a restrictive covenant against the Park Parcel (the "Park Parcel Covenant") to (i) specifically prohibit the use of the Park Parcel for a landfill or other solid waste disposal facility or transfer station; a sewage or land treatment facility (other than a septic facility); a compost site; a sludge application site; a convalescing, sick or disabled veterans home or rehabilitation quarters; a nursing or convalescent home; a hospital or hospice; an equipment, machinery or vehicular storage facility or yard (except for the storage and maintenance of Park District equipment and vehicles related to the maintenance of the Park Parcel); or warehouse facility (the "Prohibited Uses") and (ii) restrict and limit the Park Parcel in perpetuity for only park and recreational purposes other than the Prohibited Uses. The form and content of the Park

Parcel Covenant shall be subject to the reasonable approval of the Forest Preserve District prior to its deposit into the Closing Escrow.

Nothing in this Agreement shall be construed to prohibit Westfield from conveying the Park Parcel to the Park District or the Village upon such terms and conditions as may be agreed to between Westfield and the Park District or the Village so long as the Park Parcel Covenant is first recorded as a covenant running with and binding the Park Parcel in perpetuity. Westfield shall not seek, and the Village shall not grant, any zoning approval related to the Park Parcel, any Final Plat approval covering any portion of the Preliminary Plat that includes the Park Parcel, or any building or other permit for any development or construction on the Park Parcel unless the aforesaid covenant is first recorded as a covenant running with and binding the Park Parcel in perpetuity.

Section 4. Conveyance Requirements.

A. Closing and Closing Escrow.

1. Terminology. Unless otherwise stated herein, the grants of easement described in Subsection 3.A of this Agreement (the "Easement Grants"), the conveyances of property described in Subsections 3.B, 3.C, and 3.D of this Agreement (collectively, the "Fee Simple Conveyances"), and the Park Parcel Covenant described in Subsection 3.E of this Agreement shall be subject to the terms and conditions of this Section. For purposes of this Agreement, the Easement Grants, the Fee Simple Conveyances, and the Park Parcel Covenant shall be referred to as the "Property Transfers," the parcels involved in such Property Transfers shall be referred to as the "Conveyance Parcels," the documents necessary to effect the Property Transfers shall be referred to as the "Conveyance Documents," and the designations of

"Grantor" or "Grantee" with respect to such Property Transfers shall apply to the following designated Parties for the following designated Property Transfers:

- (a) The Forest Preserve District shall be deemed "Grantor" and the Village shall be deemed "Grantee" for the Easement Grants described in Subsection 3.A;
- (b) Westfield shall be deemed "Grantor" and the Forest Preserve District shall be deemed "Grantee" for the Fee Simple Conveyance described in Subsection 3.B;
- (c) Westfield, or its designee, shall be deemed "Grantor" and the Forest Preserve District shall be deemed "Grantee" for the Fee Simple Conveyance described in Subsection 3.C; and
- (d) The Village shall be deemed "Grantor" and the Forest Preserve District shall be deemed "Grantee" for the Fee Simple Conveyance described in Subsection 3.D.
- (e) Westfield, or its designee, shall be deemed "Grantor" and the Forest Preserve District shall be deemed "Grantee" for the Park Parcel Covenant described in subsection 3.E.

2. Establishment of Closing Escrow; Deposit Date. Except as otherwise provided in this Section or as otherwise agreed by all of the affected Parties, all Conveyance Documents, other than Final Plats or deeds conveying portions of the Trail Property to the Forest Preserve District, shall be deposited in, and thereafter shall be held in and disbursed from, an escrow (the "Closing Escrow") to be established at the Vernon Hills, Illinois, office of Chicago Title Insurance Company (the "Title Company") pursuant to an escrow agreement

conforming to the terms of Paragraph 4.A.3 of this Agreement (the "Closing Escrow Agreement").

All such Conveyance Documents shall be deposited into the Closing Escrow, in proper form and validly and fully executed and enforceable against the maker thereof, on or before July 28, 1995 (the "Deposit Date"). The governing body and officers of each Party required to execute or deliver any document pursuant to this Agreement shall take all actions, and do all things, necessary to permit its authorized agent to so deposit all Conveyance Documents required of such Party on or before the Deposit Date.

3. Closing Escrow Agreement Terms; Closing and Default Dates. The Closing Escrow Agreement shall consist of a standard Title Company deed and money escrow agreement, with the Title Company acting as "Escrow Agent," modified to conform to the terms of this Agreement, including without limitation, the following:

- (a) On or before the Deposit Date, the Forest Preserve District, the Village, and Westfield shall deposit, or cause to be deposited, into the Closing Escrow, fully adopted, approved, executed, legally binding, and properly certified copies of all required Conveyance Documents.
- (b) The County shall, upon its receipt of written approval from the IEPA of the transfer of the FPA Expansion Parcels into the Lindenhurst Expanded FPA, immediately, but in no event prior to the time when all deposits required by the preceding Subparagraph have been made, deposit a certificate evidencing such approval (the "Expanded FPA Certificate") into the Closing Escrow.

- (c) If, and whenever, all deposits required in the two preceding Subparagraphs (a) and (b) of this Paragraph 4.A.3 have been made, the Escrow Agent shall immediately (i) notify each Party of the amounts of all taxes and costs to be paid by such Party pursuant to Paragraph 4.A.4 and Subsections 4.H and 4.I of this Agreement; (ii) request and secure deposit into the Closing Escrow of any and all ALTA Forms, Affidavits of Title, IRPTA documents, and other documents necessary to close all of the Property Transfers being closed through the Closing Escrow; (iii) record all Conveyance Documents; (iv) issue title policies as described in this Agreement; and (v) disburse each of the original, executed, and recorded Conveyance Documents to the Grantee named in such Document (the occurrence of such disbursement shall be referred to as the "Closing").
- (d) If all of the deposits required in Subparagraphs (a) and (b) of this Paragraph 4.A.3 have not been made on or before December 31, 1995 (the "Default Date"), the Escrow Agent shall continue to hold any and all previously deposited documents until (i) all such deposits have been made, in which event, the Escrow Agent shall proceed as provided in Subparagraph 4.A.3(c) of this Subsection or (ii) a "Notice of Termination," together with an affidavit of service on all Parties, is deposited by any Party pursuant to Subsection 17.B of this Agreement, in which event, the Escrow Agent shall cancel and void the signatures on any Conveyance Documents previously deposited and return all such

Conveyance Documents to the Party or Parties that deposited them into the Closing Escrow.

4. Closing Escrow Costs. Westfield shall bear the entire cost of establishing and maintaining the Closing Escrow, which cost shall be paid within 10 days following demand therefor by the Escrow Agent.

5. Closing of Trail Property Conveyances. Notwithstanding any other provision of this Subsection 4.A, the Conveyance Documents to be delivered by Westfield to the Forest Preserve District pursuant to Subsection 3.B of this Agreement shall be delivered at the Title Company prior to, or simultaneously with, the time or times when any Final Plat containing any portion of the Trail Property is presented for recording and such documents shall be recorded immediately after the recording of any such Final Plat as the next succeeding recording number. Notwithstanding Paragraph 4.A.2 and Clause (v) of Subparagraph 4.A.3(d), when used to refer to any conveyance of a portion of the Trail Property, the terms "Deposit Date" and "Closing" in this Agreement shall refer to, respectively, the date, and the occurrence of, such recording of the Trail Property Conveyance Documents.

B. Location of Parcels. The Parties acknowledge that none of the Conveyance Parcels has been specifically located and measured as of the date hereof. The Conveyance Parcels have been described only generally on Exhibit A attached hereto. Prior to the Deposit Date, each Conveyance Parcel shall be specifically located and accurately measured as follows:

- (1) In the case of the Easement Grants described in Subsection 3.A, the Grantor hereby conveys to the Grantee an irrevocable license to enter, and to permit the Grantee's employees, agents, and contractors to enter, the Conveyance Parcels, and the fee title parcels of which such Conveyance Parcels are a part, at any time

following the date of this Agreement and before the Deposit Date for the sole purpose of completing a plat of survey and legal description in accordance with the terms of this Agreement. The final location of such Conveyance Parcels shall be subject to the approval of the Grantor.

- (2) In the case of the Fee Simple Conveyances described in Subsections 3.B, 3.C and 3.D and the Park Parcel Covenant described in Subsection 3.E, each Grantor shall deliver to its Grantee, at least 30 days prior to the Deposit Date, a plat of survey and legal description of the respective Conveyance Parcel dated, or recertified, not less than six months prior to the Deposit Date from an Illinois licensed surveyor. Each such plat of survey shall be in accordance with the Minimum Standard Detail Requirements for Land Title Surveys adopted by the American Land Title Association and the American Congress of Land Surveyors and Mappers, shall show the location of all boundary lines and improvements of such Conveyance Parcel, and shall be certified to the respective Grantee and the Title Company (the "Survey"). A Final Plat meeting all of the requirements of this Paragraph 4.B.2, or otherwise satisfactory to the Grantee, may be substituted for the Survey.
- (3) The legal descriptions as so developed shall be attached to this Agreement as the Exhibits required to describe each Conveyance Parcel and shall thereafter be treated for all purposes as a part of this Agreement in the same manner as if they had been attached to this Agreement at the time of its execution.

C. **Environmental Audit and Other Tests.** Each Grantor hereby conveys to its respective Grantee an irrevocable license to enter, and to permit such Grantee's employees,

agents, and contractors to enter, its Conveyance Parcel and, in the case of the Easement Grants, the fee title parcel of which such Conveyance Parcel is a part, at any time following the date of this Agreement and before the Deposit Date for the sole purpose of performing environmental audits and inspections of such Conveyance Parcel. As part of the license granted to the Grantees under this Subsection 4.C, each Grantee shall also have the right to perform, and to permit such Grantee's employees, agents, and contractors to perform, soil tests, soil borings, engineering studies and other necessary testing on such Conveyance Parcel to determine if such Conveyance Parcel is acceptable for such Grantee's purposes as set forth within this Agreement. At the written request of any Grantor, such Grantor's Grantee shall provide a copy of all written reports prepared by or for such Grantee pursuant to this Subsection 4.C.

D. **Indemnity and Restoration.** Each Grantee agrees to indemnify and save its respective Grantor harmless from any and all claims, losses, costs, damages, and liabilities arising from the conduct of all activities performed by such Grantee or caused to be performed by such Grantee upon such Grantor's Conveyance Parcel pursuant to Subsections 4.B and 4.C. If any Grantee exercises its right pursuant to Subsection 4.L of this Agreement to refuse to receive any Conveyance Parcel, such Grantee shall, within 30 days following such exercise, restore all portions of such Conveyance Parcel, including the surface grade and contour thereof, as may have been disturbed by such activities, all to the reasonable satisfaction of its Grantor. In the case of the Easement Grants, the Grantee shall, whether or not it has exercised its right pursuant to Subsection 4.L to refuse to receive a Conveyance Parcel, also restore any portions of the fee simple parcel of which such Conveyance Parcel is a part, including the surface grade and contour thereof, as may have been disturbed by such activities, all to the reasonable satisfaction of its Grantor.

E. Title Commitment.

1. Delivery. Each Grantor shall cause to be delivered to its respective Grantee, not later than 30 days prior to the Deposit Date, a current title commitment issued by the Title Company, committing to insure marketable title to such Grantor's Conveyance Parcels in an amount equal to at least (i) \$245,000 in the case of the Bonner Farm, (ii) \$100,000 in the case of the Fourth Lake Parcel, and (iii) \$30,000 per acre in the case of the Trail Property and (iv) \$10,000 per acre in the case of the Easement Grants, including extended coverage over all general exceptions and including protection, to the extent available, against all unacceptable encroachments, improvements, or easements revealed by the survey performed pursuant to Subsection 4.B of this Agreement (the "Survey Defects") and showing title in the name of such Grantor (the "Title Commitment").

2. Ascertainable Liens. Each Grantor shall, at or prior to the Deposit Date, secure the release of all mortgages, liens, and other encumbrances of a definite or ascertainable amount shown on the Title Commitment for its Conveyance Parcel.

3. Accepted Conditions. Any Grantee that does not elect, in the manner, and within the time, provided in Subsection 4.L of this Agreement, to refuse to receive a Conveyance Parcel shall be deemed to have accepted its title or easement to its Grantor's Conveyance Parcel subject to every condition, stipulation, encumbrance, and exception, other than mortgages, liens, and other encumbrances of a definite or ascertainable amount that are to be released pursuant to Paragraph 4.E.2 of this Agreement, contained in the Title Commitment and every Survey Defect ("Accepted Conditions").

F. **ALTA Forms; Affidavit of Title.** At or prior to the Closing, each Grantor shall cause to be signed and deposited into the Closing Escrow a current signed customary ALTA Statement and an affidavit of title covering the time of the Closing.

G. **IRPTA.** If any of the Conveyance Parcels is subject to the provisions of the Illinois Responsible Property Transfer Act, then the respective Grantor and Grantee of such Conveyance Parcel shall, at or prior to the Closing, execute or cause to be executed and deposited into the Closing Escrow all documents and take or cause to be taken all actions necessary in order that such Grantee shall have no liability, either actual or potential, under said Act.

H. **Prorations.** In the case of the Fee Simple Conveyances only, real estate taxes for such Conveyance Parcels shall be prorated to the date of the Closing based on 100% of the most recently ascertainable tax bill and shall be deposited into the Closing Escrow not later than 10 days following demand therefor by the Escrow Agent.

I. **Closing Costs.** Westfield, for and on behalf of all Grantors and Grantees, shall pay and deposit into the Closing Escrow, not later than 10 days following demand therefor by the Escrow Agent all closing costs with respect to all of the Property Transfers, including without limitation: (i) the cost of an ALTA Owner's title insurance policy for each Grantee that conforms to the Title Commitment; (ii) the cost of all Surveys required to be prepared pursuant to Paragraph 4.B of this Agreement; (iii) all state, county and local transfer taxes; and (iv) all recording costs of release documents, deeds, and easements.

J. **Possession.** In the case of the Fee Simple Conveyances, other than the Trail Property, possession of each Conveyance Parcel shall be delivered to its Grantee as of the Closing.

In the case of the Trail Property, possession of the portion thereof shown on any Final Plat shall, subject to Westfield's installation and construction of the Regional Recreational Trail pursuant to Subsection 7.B of this Agreement, be delivered to the Forest Preserve District not later than 10 days after the Forest Preserve District executes such Final Plat pursuant to Subsection 3.C of this Agreement.

In the case of the Easement Grants, access to each Conveyance Parcel shall, subject to the Sewer and Water Easement Agreements, be delivered to the Grantee as of the Closing. The Grantee shall, however, also have the right to enter the Grantor's Conveyance Parcels prior to the Deposit Date pursuant to the licenses provided in Subsections 4.B and 4.C of this Agreement.

K. **No Real Estate Broker.** For each Property Transfer, each Grantor and Grantee warrants and represents to the other that no real estate broker induced this transaction. Also, for each Property Transfer, each Party to such Property Transfer agrees to indemnify, defend, and hold harmless each of the other Parties from any and all claims, demands, suits, actions, causes of action, judgments, or decrees, including costs and attorney's fees, made by or awarded to any broker, finder, or other person who asserts his, her, or its interest through the indemnifying Party.

L. **Refusal To Take Title or Grant of Easement.** Notwithstanding any other provision of this Agreement, each of the Grantees shall have the right, with respect to any or all of its Conveyance Parcels, to refuse to accept conveyance of title or grant of easement to such Conveyance Parcel if such Grantee determines with respect to any of its Conveyance Parcels, in its sole and absolute discretion, that (i) any environmental audit, soil test, soil boring, engineering study, or other tests performed pursuant to Subsection 4.C of this Agreement above

reveals conditions unacceptable to such Grantee on, or relating to, such Conveyance Parcel or (ii) such Grantee is unwilling to accept any condition, stipulation, encumbrance, or exception contained in its Title Commitment or any Survey Defect revealed by its Survey.

Such right to refuse a conveyance or grant shall be exercised prior to the Deposit Date by (i) delivering written notice of such refusal to all Parties in the manner provided in Section 10 of this Agreement and (ii) except in the case of the Trail Property, depositing a copy of such notice, together with proof of delivery of such notice to all Parties, into the Closing Escrow. With respect to each Property Transfer, unless notice of refusal has been delivered and deposited in the manner aforesaid, and before the Deposit Date, this Subsection 4.L shall cease to be of any force or effect upon the Deposit Date.

If the Forest Preserve District refuses to accept any conveyance of any portion of the Trail Property pursuant to this Subsection 4.L, then Westfield shall, within 30 days following such refusal, provide an alternative parcel acceptable to the Forest Preserve District before the Forest Preserve District shall be required to execute the Final Plat containing the portion of the Trail Property refused or any other Final Plat.

M. **Warranties and Representations of Grantors.** As of the date of this Agreement and as of the Closing, each Grantor warrants and represents to its Grantee with respect to such Grantor's Conveyance Parcel that:

- (1) Such Grantor owns, or has a binding and enforceable contract to acquire and will at the time of the Closing own, fee simple title to such Conveyance Parcel.
- (2) Grantor has received no notice of any suit, claim, litigation, petition, notice, study, investigation, or other proceeding pending or threatened, by or before any court or any governmental or administrative body, unit, agency or official with

respect to such Conveyance Parcel, nor is there any fact or circumstance known to Grantor existing or anticipated, that might or could have any adverse effect on the Grantee in pursuit of its contemplated acquisition, possession, use, or development of such Conveyance Parcel.

- (3) There are no persons in possession of, or, except as otherwise provided in Subsection 5.A of this Agreement, having a right to possession of, any part of such Conveyance Parcel other than Grantor.
- (4) Neither the execution, delivery, implementation, and performance of this Agreement nor the consummation of the transaction contemplated by this Agreement will conflict with or result in a breach of any agreement to which Grantor is a Party, or of any lease, indenture, mortgage, loan agreement, or of any instrument to which Grantor is a Party or by which Grantor or such Conveyance Parcel is bound, or of any applicable law, rule, regulation, judgment, order, or decree of any court or any governmental or administrative body, unit, agency, or official having jurisdiction over such Grantor or such Conveyance Parcel.
- (5) Grantor has not entered into any options, purchase and sale agreements, leases, service contracts, or other contracts affecting such Conveyance Parcel, other than this Agreement and agreements referred to in this Agreement.
- (6) Grantor, to the best of Grantor's knowledge and belief, has previously complied with, and is currently complying in all respects with, all federal, state, and local statutes, laws, ordinances, orders, rules, regulations and moratoria relating to its operations at, and its occupancy of such Conveyance Parcel, including, but not

limited to, the Clean Air Act, as amended; the Federal Water Pollution Control Act, as amended; the Safe Drinking Water Act, as amended; the Resource Conservation and Recovery Act, as amended ("RCRA"); the Toxic Substances Control Act, as amended; the Hazardous Material Transportation Act, as amended; the Comprehensive Environmental Response Compensation and Liability Act, as amended ("CERCLA"); any similar federal, state or local law; and all regulations promulgated under any of them ("Environmental Laws").

- (7) Grantor has not received any notice alleging any non-compliance with, or potential liability pursuant to, any statutes, laws, ordinances, orders, rules, regulations, or moratoria, including, but not limited to, any Environmental Law.
- (8) Such Conveyance Parcel (including land, surface water, ground water, and improvements) is free of all contamination, including, without limitation, (i) any hazardous waste as defined in Subtitle C of RCRA and regulations promulgated thereunder or under applicable state law; (ii) any hazardous substances as defined in CERCLA and regulations promulgated thereunder or under any applicable state law; (iii) any asbestos, urea formaldehyde, or radon; (iv) any oil or petroleum or their by-products; (v) any substance the presence of which on, in, or under such Conveyance Parcel is prohibited by any Environmental Law; (vi) any substance which by law, regulation, or ordinance requires special handling in its collection, storage, treatment, or disposal; and (vii) any substance, whether natural or man-made, which poses a present or potential threat of damage to human health or welfare, natural resources, or the environment (collectively "Contamination").

- (9) Grantor has no knowledge of any prior or present release or threatened release, as those terms are defined in CERCLA, at or in the vicinity of such Conveyance Parcel, of any Contamination; Grantor has no reason to believe any such release is occurring or has occurred at any time in the past; Grantor has no knowledge of any liability, responsibility or obligations, whether determined, probable, possible, or threatened; liquidated or unliquidated; absolute or contingent; or otherwise, under any federal, state or local Environmental Law, including any liability, responsibility, or obligation for fines or penalties, or for investigation, expense, removal, or remedial action to effect compliance with, or to discharge any duty, obligation, or claim under, any such laws or regulations; and Grantor has no reason to believe that any claims, actions, suits, proceedings, or investigations under any such law or regulation exist or may be brought or threatened.

N. **Obligations Survive the Closing.** The obligations, covenants, warranties and representations of each Party as set forth in this Agreement shall survive the Closing.

Section 5. Forest Preserve District Uses of Donated Properties.

A. **Bonner Farm.** The Forest Preserve District shall (i) at or before the Closing, offer to enter into a farm license with Howard and Nancy Bonner substantially in the form attached hereto as Exhibit N or in such other form as may be mutually agreeable to the Forest Preserve District and Howard and Nancy Bonner and (ii) otherwise operate, hold, develop, and operate the Bonner Farm as a farm heritage and tractor museum; provided, however, the Forest Preserve District shall be permitted to use the Bonner Farm as a storage and maintenance facility for Forest Preserve District equipment and vehicles related to the maintenance of the Bonner

Farm, the Trail Property, and the Future Regional Recreational Trails; and provided further, however, in the event fire or other casualty shall destroy a material portion of the improvements on the Bonner Farm, or in the event that the Forest Preserve should determine that operation of the Bonner Farm as a farm heritage and tractor museum is no longer feasible or in the best interests of the residents of the Forest Preserve District, then, and in either such event, the Forest Preserve District shall be permitted to use the Bonner Farm for any use that is authorized by the Downstate Forest Preserve District Act or other applicable law and not prohibited by Subsection 5.C below.

B. **Fourth Lake Parcel.** Except as prohibited by Subsection 5.C below, the Forest Preserve District shall hold and use the Fourth Lake Parcel for any use authorized by the Downstate Forest Preserve District Act or other applicable law.

C. **Prohibited Uses.** Notwithstanding any other provision of this Agreement, the Forest Preserve District shall not use, or allow the use of, the Bonner Farm or the Fourth Lake Parcel, for a landfill or other solid waste disposal facility or transfer station; a sewage or land treatment facility (other than a septic facility); a compost site; a sludge application site; a convalescing, sick, or disabled veterans home or rehabilitation quarters; a nursing or convalescent home; or a hospital or hospice.

Section 6. Cooperation in Development of Joint Use Parking Lots.

The Forest Preserve District agrees that if the Park District or the Village acquires title to the Park Parcel(the "Park Parcel Owner"), the Forest Preserve District will, upon reasonable request from the Park Parcel Owner, enter into good faith negotiations with the Park Parcel Owner for an intergovernmental agreement for the joint use of any parking lots to be developed by the Forest Preserve District on the Bonner Farm and by the Park Parcel Owner on the Park

Parcel to the end that if, at any time and from time to time, the parking lot for either the Bonner Farm or the Park Parcel is not large enough to accommodate all of the vehicles of those who seek to use such parking lot, then the other parking lot may be utilized solely to accommodate such excess vehicles to the extent it is not needed to serve the patrons and users of the facility it was designed to serve; provided, however, that nothing in this Agreement shall be construed to require either the Forest Preserve District or the Park Parcel Owner to enter into such an agreement, to build any parking lot whatsoever, or to contribute any cost or other resources to the construction, maintenance, or operation of any parking lot owned by the other Party.

Section 7. Dedication, Construction, Use, and Maintenance of Trails; Costs.

A. Future Trail Obligations.

1. **Village and County Duty to Impose.** Except as provided in Paragraph 7.A.2 of this Agreement, prior to the Village annexing any Future Development Property, the Village shall require the owner or developer of each such Future Development Property to enter into an annexation agreement including provisions substantially similar to those contained in this Agreement with respect to the Regional Recreational Trail requiring such owner or developer (i) to dedicate to the Forest Preserve District and (ii) to pay the full cost of, and to provide adequate performance and payment security for, designing, constructing, and installing that portion of the Future Recreational Trails located within such owner's or developer's Future Development Property (the "Future Trail Obligations"). Except as provided in Paragraph 7.A.2 of this Agreement, if the Village shall annex any Future Development Property without requiring its owner or developer to satisfy all of the Future Trail Obligations, then the Village shall be solely responsible for all of the unsatisfied Future Trail Obligations attributable to such Future Development Property.

Except as provided in Paragraph 7.A.2 of this Agreement and insofar as permitted by law, the County shall not grant any subdivision or zoning approval with respect to any Future Development Property except on condition that the owner or developer of such Property satisfy all of the Future Trail Obligations.

2. Exception. Notwithstanding any other provision of this Section 7, neither the Village nor the County shall be required to, nor shall either of them, impose the Future Trail Obligations in any case where the Forest Preserve District has, prior to the execution of an annexation agreement or the grant of any subdivision or zoning approval, as the case may be, with respect to any particular Future Development Parcel, advised the Village or the County, as the case may be, by written notice delivered in the manner provided in Section 10 of this Agreement, that the Forest Preserve District has acquired by donation, or on other terms satisfactory to the Forest Preserve District, all or a portion of a Future Development Parcel (a "Forest Preserve District Fee Parcel") and such Forest Preserve Fee Parcel is, in the sole opinion of the Forest Preserve District, sufficient to accommodate the Future Recreational Trail.

B. Design and Construction. Westfield, with respect to the Regional Recreational Trail; the owner or developer of each of the Future Development Properties, with respect to the portion of the Future Recreational Trails located within each such Future Development Property; the Village, with respect to the East-West Trail Connection; and the Forest Preserve District with respect to the portion of the Future Recreational Trails located within any Forest Preserve Fee Parcel shall design, construct, and install such Trails and Connection pursuant to plans and specifications prepared by such Party and approved by the Forest Preserve District, which approval shall not be unreasonably withheld or delayed; provided, however, the Village, pursuant to Paragraph 7.A above, shall be responsible for ensuring the performance of all such

Future Trail Obligations by the owner or developer of each of the Future Development Properties. Such plans and specifications shall be based upon the "Trail Design Standards" attached to this Agreement as Exhibit O. The construction and installation of all such Trails shall be subject to the inspection, review, and approval of the Forest Preserve District and shall be completed to the reasonable satisfaction of the Forest Preserve District. All such work, other than work on the East-West Trail Connection, the Future Development Properties, and the Fourth Lake Parcel, shall be completed prior to December 31, 1998. Work on the East-West Trail Connection shall be completed prior to December 31, 2005. Unless the Forest Preserve District and the Village otherwise agree, work on each of the Future Development Properties shall be completed within 24 months following the approval of a final plat of subdivision or planned unit development plan or similar development approval authorizing the development of such Future Development Property. Work on any Forest Preserve Fee Parcel shall be completed not later than the later of (i) 36 months following the completion of all other portions of the Regional Recreational Trail and the Future Recreational Trails; (ii) December 31, 2005; or (iii) 60 months following the acquisition of such Forest Preserve Fee Parcel.

C. Trail Connections. The Forest Preserve District shall allow developers or property owners' associations of subdivisions within the Village, at their own cost and expense, to construct, install and maintain connecting trails to connect such subdivisions to the Regional Recreational Trail, the Future Recreational Trails and the East-West Trail Connection, as well as to the Forest Preserve District's existing trails within the McDonald Woods Forest Preserve, in accordance with, and at the approximate locations shown on, the Trail Plan attached to this Agreement as Exhibit F and in accordance with the Trail Design Standards set forth in Exhibit O or as otherwise agreed between the Village and the Forest Preserve District (the "Connecting

Trails"); provided, however, that no more than five such Connecting Trails shall be allowed and, provided further, that unless otherwise approved in writing by the Forest Preserve District:

- (1) All portions of the Connecting Trails on Forest Preserve District Property shall be 20 feet in width and shall conform to the standards of the Trail as previously defined within this Agreement;
- (2) All portions of the Connecting Trails on property not owned by the Forest Preserve District shall be at least 50 feet in width and shall conform to all the standards of the Regional Recreational Trail, including, without limitation, the Trail and the Trail Bufferyard requirements; provided, however, that the bufferyard portions of the Connecting Trails may be located on private lots if reserved in perpetuity by easement or deed restriction conforming to the provisions of this Agreement regarding the requirements of the Trail Bufferyards requirements; and
- (3) All Connecting Trails shall extend to and connect with an improved public way.

D. Trail Maintenance. Unless the Forest Preserve District otherwise agrees in writing, the Village shall require, as a condition of granting annexation, zoning, planned development, and subdivision approvals for the Westfield Development and each of the Future Development Properties, that a property owners' association be created within each such development with resources and responsibility for maintaining the Trail Bufferyards included in the Regional Recreational Trail, the Future Recreational Trails, and the Connecting Trails in accordance with Forest Preserve District specifications and requirements. If the Village fails to impose such a condition, the Village shall be responsible for such maintenance. The Forest Preserve shall maintain the portions of the Regional Recreational Trail and the Future

Recreational Trails located between the landscaped bufferyards required to be included as part of such Trails and shall maintain all of the East-West Trail Connection.

Insofar as permitted by law, and unless the County, the Forest Preserve District, and the Village otherwise agree in writing, the County shall not grant any subdivision or zoning approval with respect to any Future Development Property except on condition that a property owners' association be created within each such development with resources and responsibility for maintaining the landscaped bufferyards included in the Future Recreational Trails in accordance with Forest Preserve District specifications and requirements.

E. Costs.

1. Regional Recreational Trail. Westfield shall initially pay the full cost of designing, constructing, and installing the Regional Recreational Trail.

The Forest Preserve District shall, subject to the terms of this Paragraph 7.E.1, initially reimburse Westfield for all such costs, except engineering costs, up to a maximum of \$105,000. Westfield shall submit monthly invoices, together with customary supporting documentation and lien waivers, to the Forest Preserve District for all costs, other than engineering costs, up to a maximum of \$105,000 that Westfield has incurred for the construction and installation of the Regional Recreational Trail ("Construction Costs"), and the Forest Preserve District shall pay such invoices within 45 days following receipt of them by the Forest Preserve District.

The Village and Westfield agree that the Forest Preserve District shall be entitled to recover the Construction Costs in the manner provided in this Paragraph 7.E.1. Except as hereinafter provided, each dwelling unit to be constructed within the Westfield Development shall be subject to a "Trail Fee" in an amount equal to the total Construction Costs divided by

a number equal to 80 percent of the maximum number of dwelling units authorized to be constructed within the Westfield Development. The Trail Fee for each such dwelling unit shall be paid by Westfield to the Forest Preserve District prior to the Village's issuance of a building permit for such dwelling unit. The Trail Fee shall be paid by Westfield for every such dwelling in the Westfield Development until the amount of such Trail Fees paid to the Forest Preserve District equals the Construction Costs. The Village agrees that, until the Village has received a written certificate from the Forest Preserve District certifying that Westfield has paid Trail Fees to the Forest Preserve District equal in amount to the Construction Costs, the Village will not issue a building permit for any dwelling unit in the Westfield Development unless Westfield shall have first presented to the Village a signed receipt, substantially in the form attached to this Agreement as Exhibit P, from the Forest Preserve District evidencing payment of the Trail Fee for such dwelling unit (the "Trail Receipt").

The Village shall adopt any and all ordinances that may be necessary to require the payment of Trail Fees as herein required, and, if it shall fail to adopt and enforce such ordinances and the provisions of this Paragraph 7.E.1, the Village shall be directly responsible to the Forest Preserve District for any resulting loss of Trail Fees.

Notwithstanding any other provision of this Paragraph 7.E.1, if, within three years after the Closing, the Forest Preserve District has not recovered the entire amount of the Construction Costs, Westfield shall promptly on demand pay to the Forest Preserve District the full amount of the Construction Costs that have not then been recovered by the Forest Preserve District.

Notwithstanding any other provision of this Paragraph 7.E.1, once the Forest Preserve District has recovered the entire amount of the Construction Costs, Westfield shall no

longer be obligated to pay the Trail Fee, and the Forest Preserve District shall certify that fact in writing to the Village.

2. East-West Trail Connection. The full cost of designing, constructing, and installing the East-West Trail Connection shall be paid by, or caused to be paid by, the Village.

F. Right To Cross.

1. Village Crossing. The Forest Preserve District agrees that it shall, at the Village's written request, grant to the Village, without fee or consideration except as provided by this Agreement, easements to cross the Trail Property for purposes of installing and maintaining utility facilities, roads, and pedestrian paths pursuant to terms and conditions reasonably acceptable to the Forest Preserve District; provided, however, such terms and conditions shall include, without limitation, that (i) the Village shall immediately restore the Trail Property to its prior condition at the Village's sole cost upon completion of construction and installation of such utility facilities, roads, or paths crossing the Trail Property; (ii) access and use of the Regional Recreational Trail shall not be obstructed in any manner, whether temporary or otherwise; (iii) there shall be no permanent change or alteration to any portion of the Trail Property except as necessary for the installation of public roads crossing the Trail Property; and (iv) the Village shall indemnify and save the Forest Preserve District harmless from any and all claims, losses, costs, damages, and liabilities on terms and conditions reasonably acceptable to the Forest Preserve District.

2. Forest Preserve District Crossing. The Village agrees that it shall, and does hereby, grant to the Forest Preserve District, without fee or consideration except as provided by this Agreement, easements to cross Village utility facilities, roads, pedestrian paths, and other public ways for the purpose of allowing unobstructed access to and from, and along,

the Regional Recreational Trail and the Future Recreational Trails and further agrees to require (i) such easements to be shown on every Final Plat and on every plat approved by the Village for any Future Development Property and (ii) all rights-of-way, access easements, and public utility easements shown on any such plat to be subject to such easements. The Village hereby agrees that the provisions of this Paragraph 7.F.2 shall constitute and stand in place of all Village permits required by or useful to the Forest Preserve District to cross Village utility facilities, roads, paths and other public ways for the purpose herein stated, and the Village hereby agrees to execute any and all additional documents, approvals, waivers or consents, if any, that may be necessary, and not prohibited by law, in order for the Forest Preserve District to secure or evidence any such crossing rights.

Section 8. Relocation of U.S. Route 45.

The County, the Forest Preserve District, and the Village each agrees that it shall not object to or oppose, nor support any effort to object to or oppose, the relocation of U.S. Route 45 to the Relocated Route 45 Alignment; that it shall take all reasonable measures to evidence and announce its support for, and to encourage, the relocation of Route 45 to the Relocated Route 45 Alignment; and that it shall object to and oppose the relocation of Route 45 to any location other than the Relocated Route 45 Alignment.

Section 9. Facilities Planning Areas Boundaries.

A. **Expansion of Lindenhurst FPA.** As soon as reasonably feasible following the effective date of this Agreement, the County shall file, and the Sanitary District shall join as a co-applicant in, an application to NIPC and the IEPA to expand the Lindenhurst FPA by transferring the FPA Expansion Parcels from the County FPA to the Lindenhurst Expanded FPA.

B. Lake Villa Agreement. The County, the Village, and the Sanitary District agree to work together in good faith to arrive at a mutually satisfactory written intergovernmental agreement with the Village of Lake Villa concerning the establishment of a fixed and final boundary between the Northwest Facilities Planning Area and the Lindenhurst Expanded FPA. The County agrees that it will not file, support, or approve any application or agreement to expand the Northwest Facilities Planning Area into the Lindenhurst Expanded FPA without the prior written consent of the Village and the Sanitary District.

C. General Boundary Agreement.

1. Lindenhurst Service Area Boundary. The Village and the Sanitary District each agrees that it shall not directly or indirectly accept sewage from any person, company, firm, municipality, or other entity located within the County but outside the Lindenhurst Expanded FPA, unless the County otherwise agrees in writing.

2. County Service Area Boundary. The County shall not directly or indirectly accept sewage from any person, company, firm, municipality, or other entity located within the Lindenhurst Expanded FPA, unless the Village and the Sanitary District otherwise agree in writing.

3. Non-Interference. Neither the Village nor the Sanitary District shall interfere with the sewer planning activities of the County outside the Lindenhurst Expanded FPA in any way, including without limitation the filing of, or objection to, applications to amend the Illinois Water Quality Management Plan, unless requested to do so in writing by the County. Neither the Village nor the Sanitary District shall do anything, including, without limitation, entering into contracts or other arrangements with other persons, natural or corporate, private or public, that will impair, endanger, or interfere with the County's exclusive right as between

the Parties to this Agreement to serve all areas of the County lying outside the Lindenhurst Expanded FPA, unless the County agrees otherwise in writing.

The County agrees that it shall not interfere with the sewer planning activities of the Village and the Sanitary District within the Lindenhurst Expanded FPA in any way, including without limitation the filing of, or objection to, applications to amend the Illinois Water Quality Management Plan, unless requested to do so in writing by the Village and the Sanitary District. The County shall not do anything, including, without limitation, entering into contracts or other arrangements with other persons, natural or corporate, private or public, that will impair, endanger, or interfere with the Sanitary District's exclusive right as between the Parties to this Agreement to serve all areas lying within the Lindenhurst Expanded FPA, unless the Village and the Sanitary District agree otherwise in writing.

D. Sewerage System Construction and Expansion. Neither the Village nor the Sanitary District shall object to any construction or expansion of any treatment plant or sewerage system or facility necessary or convenient to provide service to the County FPA ("County Sewerage Facilities"), and each shall give its consent to such construction or expansion if such consent is required by the IEPA; provided, however, that no County Sewerage Facilities shall be expanded or constructed within the Lindenhurst Expanded FPA without the prior written consent of the Village and the Sanitary District.

The County shall not object to any construction or expansion of the Sanitary District's Treatment Plant or of any sewerage system or facility that is necessary or convenient to provide service to the Lindenhurst Expanded FPA ("Lindenhurst Sewerage Facilities"), and the County shall give its consent to such expansion if such consent is required by the IEPA; provided,

however, that no Lindenhurst Sewerage Facilities shall be expanded or constructed within the County FPA without the prior written consent of the County.

Section 10. Notices.

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (i) when delivered in person and receipted for on a business day at the address set forth below; (ii) on the fifth business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below; (iii) when delivered to the address listed below by any courier service; or (iv) on the date of transmission, if transmitted by telecopier at the telecopier number listed below and deposited in the U.S. mail on the same day for delivery to address listed below.

TO THE LAKE COUNTY FOREST PRESERVE DISTRICT:

Lake County Forest Preserve District
2000 North Milwaukee Avenue
Libertyville, Illinois 60048-1199
Attention: Steven Messerli
Telecopier: (708) 367-6649

with a copy to:

Clifford L. Weaver
Burke, Weaver & Prell
55 West Monroe Street
Suite 800
Chicago, Illinois 60603
Telecopier: (312) 578-6666

TO THE COUNTY OF LAKE:

Office of the Lake County Administrator
18 North County Street
Waukegan, Illinois 60085
Attention: Dwight Magalis
Telecopier: (708) 360-6732

with a copy to:

Clifford L. Weaver
Burke, Weaver & Prell
55 West Monroe Street
Suite 800
Chicago, Illinois 60603
Telecopier: (312) 578-6666

TO THE VILLAGE OF LINDENHURST:

Village of Lindenhurst
2301 East Sand Lake Road
Lindenhurst, Illinois 60041
Attention: Village Administrator
Telecopier: (708) 356-8270

with a copy to:

Paul P. Phillips
Soffiatti, Johnson, Teegen, Phillips & Ortiz, Ltd.
74 E. Grand Avenue
Fox Lake, Illinois 60020
Telecopier: (708) 587-4538

TO THE LINDENHURST SANITARY DISTRICT:

Lindenhurst Sanitary District
2301 East Sand Lake Road
Lindenhurst, Illinois 60041
Telecopier: (708) 356-8270

with a copy to:

Paul P. Phillips
Soffiatti, Johnson, Teegen, Phillips & Ortiz, Ltd.
74 E. Grand Avenue
Fox Lake, Illinois 60020
Telecopier: (708) 587-4538

TO WESTFIELD HOMES OF ILLINOIS, INC.:

Brian Harris
Westfield Homes of Illinois, Inc.
33973 N. Hunt Club Road
Gurnee, Illinois 60031
Telecopier: (708) 367-9390

with a copy to:

James E. Lentz
Coffield, Ungaretti & Harris
3500 Three First National Plaza
Chicago, Illinois 60602-4405
Telecopier: (312) 977-4405

and a copy to:

Howard J. Bonner
1912 W. Sand Lake Road
Lake Villa, Illinois 60046

By notice complying with the requirements of this Section, each Party shall have the right to change the addressee, the address of the addressee, or both for all future notices and communications to such Party, but no notice of a change of addressee or address shall be effective until actually received.

Section 11. Exhibits.

The following Exhibits A through and including Q attached to this Agreement, or to be attached to this Agreement pursuant to Subsection 4.B of this Agreement, are by this reference incorporated herein and made a part hereof:

- A. General Depiction of the Westfield Development Property, Sewer and Water Easement Parcels, Trail Property, Bonner Farm, and Fourth Lake Parcel, including Detail A-1 showing Location of Improvements on the Bonner Farm.
- B. Legal Description of the Westfield Development Property.
- C. Preliminary Plat.
- D. Legal Description of Sewer and Water Easement Parcels.
- E. Legal Description of Temporary Construction Easement Parcels.
- F. Trail Plan Showing Future Development Properties.

- G. Legal Description of Bonner Farm.
- H. Legal Description of Park Parcel.
- I. General Depiction of Lindenhurst FPA and Lindenhurst Expanded FPA.
- J. Legal Descriptions of FPA Expansion Parcels.
- K. Legal Description of Fourth Lake Parcel.
- L. North-South Sewer and Water Easement Agreement.
- M. East-West Sewer and Water Easement Agreement.
- N. Farm License.
- O. Trail Design Standards.
- P. Trail Receipt.

Section 12. Defense of Agreement.

Each Party to this Agreement shall take all actions necessary or appropriate to defend the validity of this Agreement and all acts taken and all documents executed pursuant to or in connection with this Agreement, including instituting litigation to enforce compliance with this Agreement and defending against litigation brought to challenge this Agreement.

Section 13. No Waiver.

The failure of any Party to this Agreement to insist upon strict and prompt performance of the representations, promises, covenants, agreements, and obligations set forth in this Agreement, or any of them, shall not constitute or be construed as a waiver or relinquishment of such Party's right thereafter to enforce any such representation, promise, covenant, agreement, or obligation, but the same shall continue in full force and effect.

Section 14. Enforcement.

Each Party to this Agreement may, by suit, action, mandamus, injunction, specific performance, or any other proceeding in law or in equity, enforce or compel performance of this Agreement.

Section 15. No Third Party Beneficiaries.

The Parties represent that, by entering into this Agreement, they do not intend to create any rights enforceable by any person or entity that is not a Party to this Agreement. No claim as a third party beneficiary under this Agreement by any person or entity shall be made or be valid against the Parties to this Agreement or any of them.

Section 16. Authority to Execute.

Each Party to this Agreement hereby warrants and represents that the persons executing and attesting to this Agreement on its behalf have been properly authorized to do so and further warrants and represents that it intends to be bound by the terms of this Agreement by such execution.

Section 17. Term and Termination.

A. **Effective Date, Term, and Binding Effect.** This Agreement shall become effective as of the date first written above upon its execution by the County, the Forest Preserve District, the Village, the Sanitary District, and Westfield. Thereafter, this Agreement shall remain in full force and effect, and shall be binding upon, and inure to the benefit of, the Parties and their successors and assigns unless and until terminated pursuant to Subsection 17.B of this Agreement.

B. Right to Terminate.

1. Failure of Closing Escrow Deposits. At any time after the Default Date, any Party shall have the right to terminate this Agreement, but only after providing written notice of its intent to do so to all of the other Parties in the manner provided in Section 10 of this Agreement (a "Notice of Intent to Terminate") unless, prior to a date that is at least 45 days after the date of said Notice of Intent to Terminate but before any Party delivers a "Notice of Termination" as hereinafter provided, the Parties shall have deposited into the Closing Escrow (i) fully adopted, approved, executed, legally binding, and properly certified copies of all of the Conveyance Documents and (ii) the Expanded FPA Certificate. The right to terminate provided by this Paragraph 17.B.1 shall be exercised, if at all, only before the completion of all of the deposits specified in Clauses (i) and (ii) of the preceding sentence and only by delivering a "Notice of Termination" to all Parties in the manner provided in Section 10 of this Agreement and by depositing a copy of such Notice, together with an affidavit of service on all Parties, into the Closing Escrow. The right to terminate provided by this Paragraph 17.B.1 shall expire and be of no further force or effect unless exercised within the time and in the manner specified in the preceding sentence.

2. Failure of Trail Property or Bonner Farm Conveyance. At any time prior to Deposit Date, the Forest Preserve District shall have the right to terminate this Agreement if it has exercised its right pursuant to Subsection 4.L of this Agreement to refuse to accept conveyance of the Bonner Farm. The right to terminate provided by this Paragraph shall be exercised, if at all, only before the Deposit Date and only by delivering a "Notice of Termination" to all Parties in the manner provided in Section 10 of this Agreement and by depositing a copy of such Notice, together with an affidavit of service on all Parties, into the

Closing Escrow. The right to terminate provided by this Paragraph 17.B.2 shall expire and be of no further force or effect unless exercised within the time and in the manner specified in the preceding sentence.

3. Termination by Agreement. This Agreement may be terminated at any time by the written agreement of all of the Parties executed pursuant to resolutions duly adopted by their respective corporate authorities.

C. Effect of Agreement Following Termination. If this Agreement is terminated pursuant to Subsection 17.B of this Agreement, this Agreement shall cease to be of any force or effect except that (i) all Parties shall have a continuing duty to, and shall, take any and all actions necessary, including approving, executing, delivering, and recording any and all documents necessary, to rescind, repeal, cancel, terminate, and release any and all of the Conveyance Documents that may have been approved, executed, delivered, or recorded prior to such termination; (ii) the County, the Village, and the Sanitary District shall have a continuing duty to, and shall, take any and all actions necessary, including approving, executing, delivering, and filing any and all applications, agreements, and documents necessary, to rescind, repeal, cancel, and terminate any change to the Lindenhurst FPA and the County FPA approved pursuant to the application filed pursuant to Section 9 of this Agreement and (iii) the indemnity provisions of Subsection 4.D of this Agreement shall survive such termination.

Section 18. Recordation.

The County shall record, as soon as reasonably feasible after the necessary legal descriptions are prepared pursuant to Subsection 4.B of this Agreement, a copy of this Agreement in the office of the Lake County Recorder of Deeds against the Westfield Development Property (including the Trail Property, the Bonner Farm, and the Park Property),

the Sewer and Water Easement Parcels, and the Fourth Lake Parcel, and shall transmit promptly to all other Parties a copy of the recorded Agreement. Westfield shall secure and provide to the County, no later than the Deposit Date, all consents that may be required to permit such recording against all portions of the Westfield Development Property, whether or not currently owned by Westfield.

Section 19. Amendments.

No amendment or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by each of the Parties to this Agreement; provided, however, that any Section, Subsection or Paragraph of this Agreement that expressly names two or more of, but not all of, the Parties to this Agreement may be amended or changed by the written agreement of those Parties expressly named in said Section, Subsection or Paragraph without the agreement or consent of any of the other Parties except that the agreement and consent of Westfield shall be required with respect to any amendment or change of Subsection 3.A of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals
as of the day and year first written above.

COUNTY OF LAKE

LAKE COUNTY FOREST PRESERVE
DISTRICT

By: *[Signature]*
Chairman

By: *[Signature]*
President

ATTEST: *Wileen R. Hefender*
County Clerk

ATTEST: *Cassie M. Weber*
Secretary

VILLAGE OF LINDENHURST

LINDENHURST SANITARY DISTRICT

By: *Paul Baumgartner*
President

By: *[Signature]*

ATTEST: *Marilyn E. Segorini*
Village Clerk

ATTEST: *[Signature]*

WESTFIELD HOMES OF ILLINOIS, INC.

By: *Brian Harris*

Its: *President*

ATTEST:

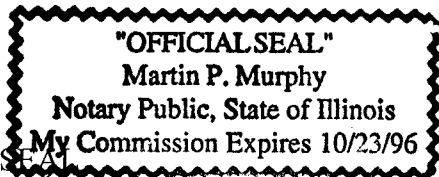
By: *Henry J. Mordenti*

Its: *V.P. Finance*

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF L A K E)

This instrument was acknowledged before me on June 12, 1995, by Jim LaBelle, the President of the LAKE COUNTY FOREST PRESERVE DISTRICT, a unit of local government organized and existing under the Downstate Forest Preserve District Act, and by Corinne R. McMahon, the Secretary of said District.



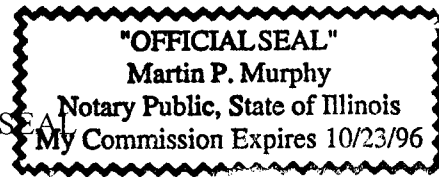
Martin P. Murphy

Signature of Notary

My Commission expires: 10-23-96

STATE OF ILLINOIS)
) SS
COUNTY OF L A K E)

This instrument was acknowledged before me on June 12, 1995, by Robert Depke, the Chairman of the COUNTY OF LAKE, a unit of local government organized and existing under the Counties Code, and by Willard S. Helender, the County Clerk of said county.



Martin P. Murphy

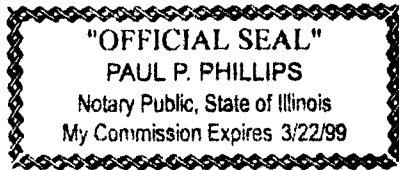
Signature of Notary

My Commission expires: 10-23-96

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on June 12, 1995, by Glen S. Moore, the President of the LINDENHURST SANITARY DISTRICT, a unit of local government organized and existing under the Sanitary District Act and by Erika Danaj, the Clerk of said Sanitary District.



SEAL

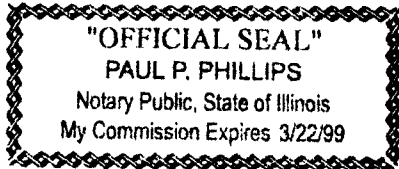
Paul P. Phillips

Signature of Notary

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on June 12, 1995, by Paul Baumunk, the Village President of the VILLAGE OF LINDENHURST, an Illinois municipal corporation organized and existing under the Illinois Municipal Code, and by Marilyn E. Gregorin, the Clerk of the VILLAGE OF LINDENHURST.



SEAL

Paul P. Phillips

Signature of Notary

My Commission expires: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF L A K E)

This instrument was acknowledged before me on June 12, 1995, by Brian Harris, the President of WESTFIELD HOMES OF ILLINOIS, INC., an Illinois corporation, and by GLENN L. MADDINI, the VICE PRES of said WESTFIELD HOMES OF ILLINOIS, INC.

James E. Lentz

Signature of Notary

SEAL

My Commission expires:

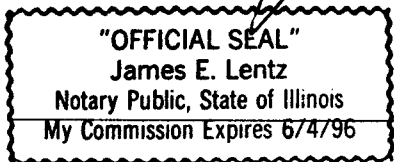
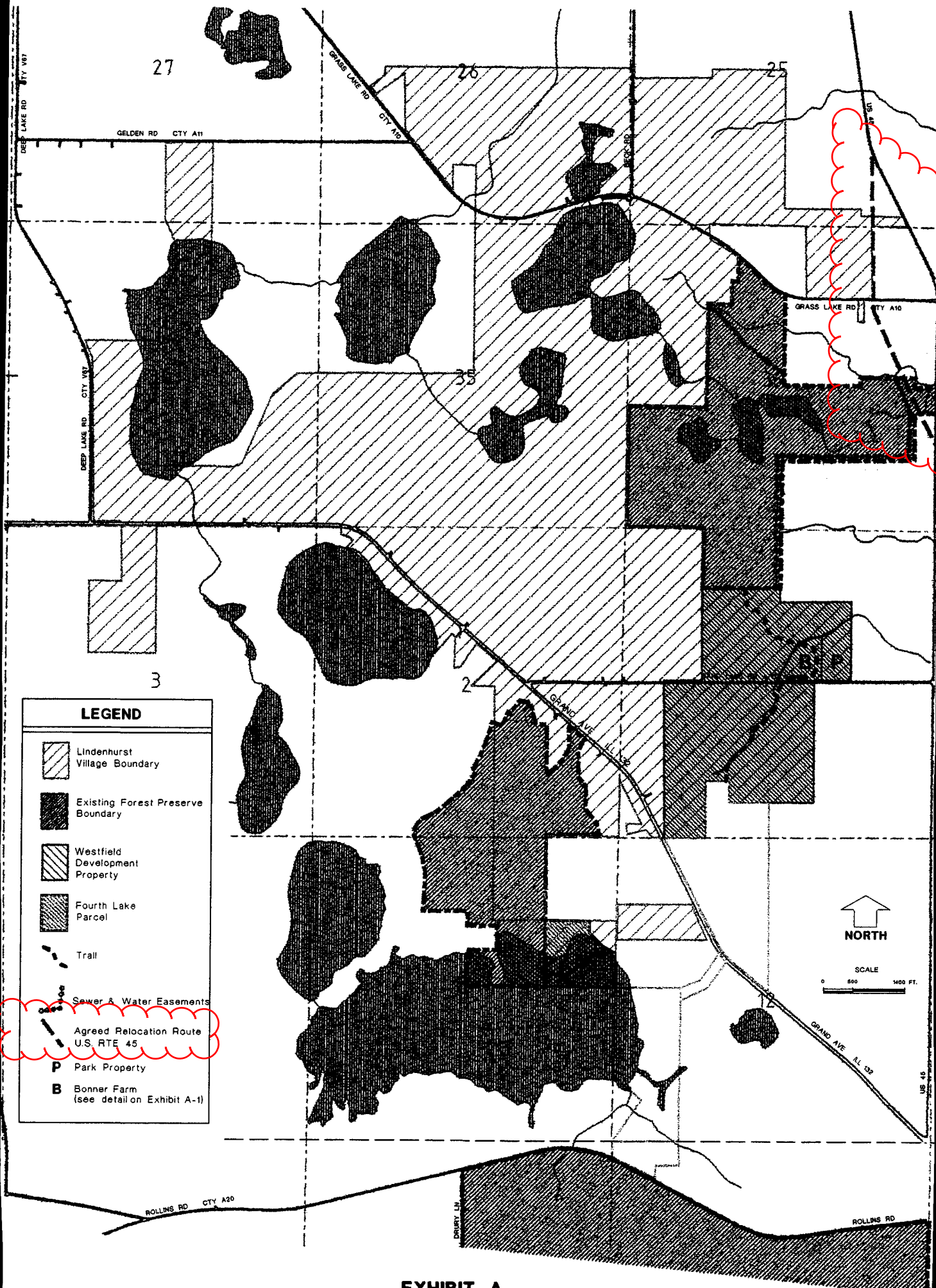


EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT



27

26

25

GELDEN RD CTY A11

GRASS LAKE RD CTY 110

GRASS LAKE RD CTY A10








DEEP LAKE RD CTY V07

35

3

2

LEGEND

-  Lindenhurst Village Boundary
-  Existing Forest Preserve Boundary
-  Westfield Development Property
-  Fourth Lake Parcel
-  Trail
-  Sewer & Water Easements
-  Agreed Relocation Route U.S. RTE 45
- P** Park Property
- B** Bonner Farm (see detail on Exhibit A-1)



SCALE
0 500 1000 FT.

ROLLINS RD CTY A20

DRURY LN

ROLLINS RD

EXHIBIT A

EXHIBIT A-1
TO
INTERGOVERNMENTAL AGREEMENT

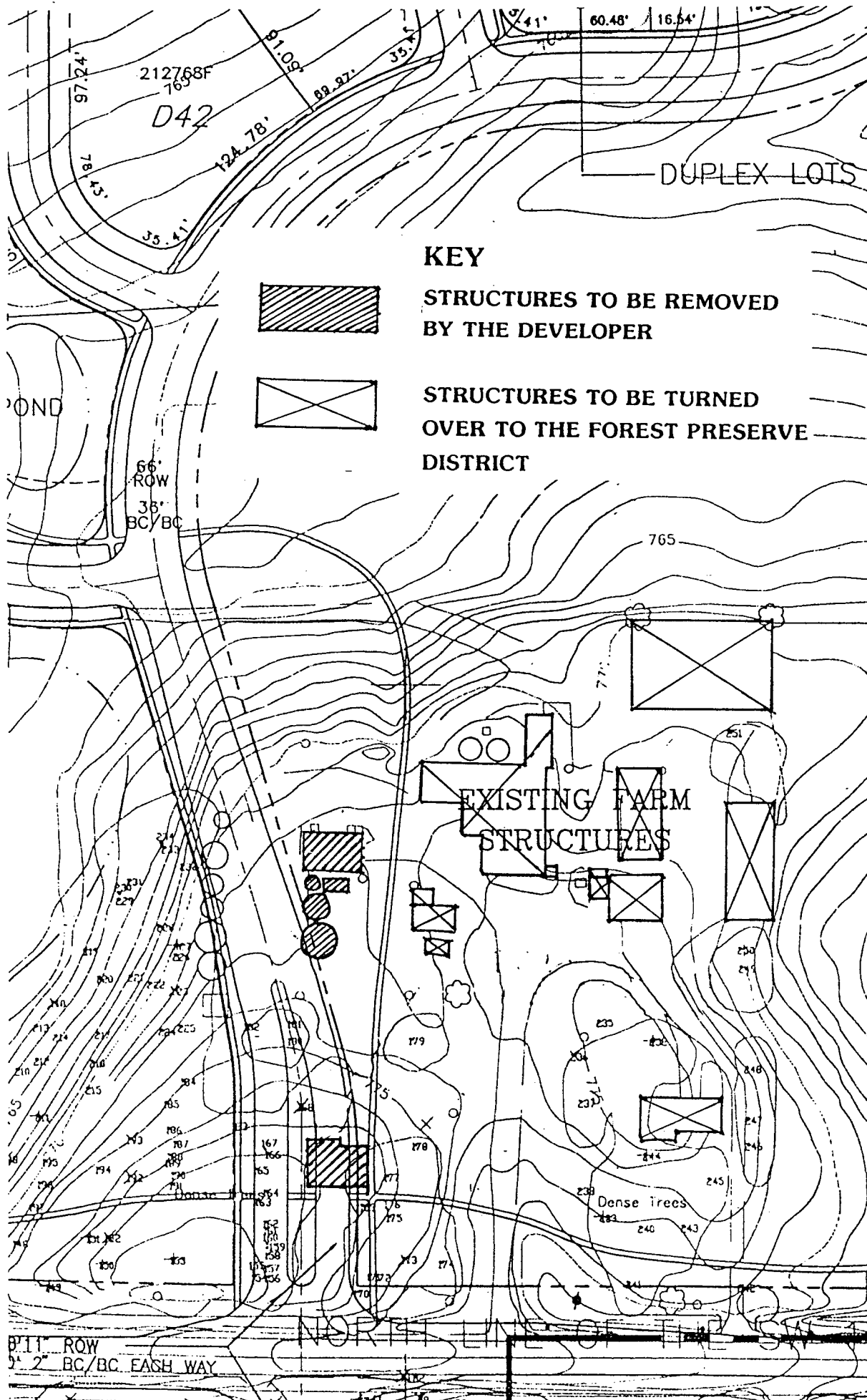


EXHIBIT A-1

EXHIBIT B
TO
INTERGOVERNMENTAL AGREEMENT

LEGAL DESCRIPTION OF
THE WESTFIELD DEVELOPMENT PROPERTY

Parcel 1: Government Lot 1, except the West 1328.4 feet thereof, and except the East 10 acres thereof in the Northwest quarter of Section 1, Township 45 North, Range 10, East of the Third Principal Meridian and also the East 20 rods of the Southeast quarter of the North West quarter of Section 1, Township and Range aforesaid, all in Lake County, Illinois.

Parcel 2: The South 20 rods of the Northeast quarter of the Northwest quarter of Section 1, Township 45 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 3: The Southwest quarter of the Northeast quarter of Section 1, Township 45 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 4: The East 34 rods of the West half of the Southwest quarter of Section 1 (except the South 2 rods thereof) in Township 45 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 5: The North 100 rods of the West half of the East half of the Southwest quarter of Section 1, Township 45 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 6: The East half of the East half of the Southwest quarter of Section 1 (except the South 43 $\frac{3}{37}$ rods thereof) in Township 45 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 7: The West $\frac{3}{8}$ th of the West half of the Southeast quarter of Section 1 (except the South 43 $\frac{3}{37}$ rods thereof) in Township 45 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 8: That part of the North 1 rod of the South 3 rods of the West half of the Southwest one-quarter of Section 1, Township 45 North, Range 10, East of the Third Principal Meridian lying Easterly of the center line of Grand Avenue (except the East 34 rods) in Lake County, Illinois.

EXHIBIT C
TO
INTERGOVERNMENTAL AGREEMENT

EXHIBIT D
TO
INTERGOVERNMENTAL AGREEMENT

LEGAL DESCRIPTION OF SEWER AND WATER EASEMENT PARCELS

I. LEGAL DESCRIPTION FOR NORTH-SOUTH SEWER AND WATER EASEMENT PARCEL

A TRACT OF LAND LYING IN THE SOUTH HALF OF SECTION 36, TOWNSHIP 46 NORTH, RANGE 10 EAST AND IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH $01^{\circ} 28' 06''$ EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER FOR 1232.00 FEET TO THE CENTERLINE OF A PRIVATE LANE; THENCE NORTH $89^{\circ} 01' 47''$ WEST ALONG SAID CENTERLINE FOR 374.20 FEET TO A SOUTHEAST CORNER OF THE FOREST PRESERVE FOR A PLACE OF BEGINNING; THENCE CONTINUING ALONG SAID CENTERLINE NORTH $89^{\circ} 01' 47''$ WEST FOR 2274.13 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH $01^{\circ} 47' 44''$ WEST ALONG LAST SAID EAST LINE FOR 1196.10 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE SOUTH $01^{\circ} 48' 20''$ WEST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 1, AFORESAID, FOR 1021.23 FEET TO THE NORTH LINE OF THE SOUTH 20 RODS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE NORTH $88^{\circ} 51' 46''$ WEST ALONG LAST SAID NORTH LINE FOR 30.00 FEET; THENCE NORTH $01^{\circ} 48' 20''$ EAST ALONG THE WEST LINE OF THE EAST 30.00 FEET OF SAID NORTHWEST QUARTER FOR 1021.58 FEET TO THE NORTH LINE OF SAID SECTION 1; THENCE NORTH $01^{\circ} 47' 44''$ EAST ALONG THE WEST LINE OF THE EAST 30.00 FEET OF SAID NORTHWEST QUARTER FOR 1225.67 FEET TO A POINT ON AN EXTENSION OF A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SAID CENTERLINE OF A PRIVATE LANE; THENCE SOUTH $89^{\circ} 01' 47''$ EAST ALONG LAST SAID LINE FOR 2273.98 FEET TO A POINT ON A LINE 30.00 FEET WEST OF AND PARALLEL WITH AN EAST LINE OF THE FOREST PRESERVE PROPERTY; THENCE NORTH $1^{\circ} 31' 00''$ EAST ALONG LAST SAID LINE FOR 622.48 FEET TO THE NORTHEASTERLY LINE OF THE PROPOSED U.S. 45 BYPASS; THENCE NORTH $29^{\circ} 15' 04''$ WEST ALONG THE SAID NORTHEASTERLY LINE FOR 356.61 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE SAID NORTHEASTERLY LINE ALONG THE ARC OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1908.49 FEET AND A CHORD BEARING OF NORTH $21^{\circ} 43' 35''$ WEST, FOR 501.29 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH $88^{\circ} 08' 48''$ EAST FOR 31.24 FEET ALONG SAID NORTH LINE TO A POINT IN A LINE 30.00 FEET NORTHEASTERLY OF AND PARALLEL WITH SAID NORTHEASTERLY LINE OF U.S. 45 BYPASS; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, BEING THE ARC OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1878.49 FEET, AND A CHORD BEARING OF SOUTH $21^{\circ} 51' 29''$ EAST, FOR 484.77 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID PARALLEL LINE SOUTH $29^{\circ} 15' 04''$ EAST FOR 364.86 FEET TO A POINT ON THE EAST LINE OF THE FOREST PRESERVE THAT IS NORTH $01^{\circ} 31' 00''$ EAST

OF THE PLACE OF BEGINNING; THENCE SOUTH 01°31'00" WEST FOR
660.44 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY,
ILLINOIS.

II. LEGAL DESCRIPTION FOR EAST-WEST SEWER
AND WATER EASEMENT PARCEL

[TO BE ATTACHED, IF APPLICABLE]

EXHIBIT E
TO
INTERGOVERNMENTAL AGREEMENT

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT PARCELS

**I. LEGAL DESCRIPTION FOR NORTH-SOUTH TEMPORARY
CONSTRUCTION EASEMENT PARCEL**

PARCEL 1:

A TRACT OF LAND LYING IN THE SOUTH HALF OF SECTION 36, TOWNSHIP 46 NORTH, RANGE 10 EAST AND IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH $01^{\circ}28'06''$ EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER FOR 1232.00 FEET TO THE CENTERLINE OF A PRIVATE LANE; THENCE NORTH $89^{\circ}01'47''$ WEST ALONG SAID CENTERLINE FOR 404.20 FEET TO A POINT ON A LINE 30.00 FEET WEST OF AND PARALLEL WITH AN EAST LINE OF THE FOREST PRESERVE PROPERTY; THENCE NORTH $1^{\circ}31'00''$ EAST ALONG LAST SAID LINE FOR 30.00 FEET TO THE PLACE OF BEGINNING; THENCE NORTH $89^{\circ}01'47''$ WEST ALONG A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SAID CENTERLINE OF A PRIVATE LANE FOR 2273.98 FEET TO A POINT ON THE WEST LINE OF THE EAST 30.00 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH $1^{\circ}47'44''$ WEST ALONG LAST SAID WEST LINE FOR 1225.67 FEET TO THE SOUTH LINE OF THE SAID NORTHWEST QUARTER; THENCE SOUTH $1^{\circ}48'20''$ WEST ALONG THE WEST LINE OF THE EAST 30.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 1 FOR 1021.58 FEET TO THE NORTH LINE OF THE SOUTH 20 RODS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE NORTH $88^{\circ}51'46''$ WEST ALONG LAST SAID NORTH LINE FOR 20.00 FEET; THENCE NORTH $01^{\circ}48'20''$ EAST ALONG THE WEST LINE OF THE EAST 50.00 FEET OF SAID NORTHWEST QUARTER TO THE NORTH LINE OF SAID SECTION 1; THENCE NORTH $01^{\circ}47'44''$ EAST ALONG THE WEST LINE OF THE EAST 50.00 FEET OF SAID NORTHWEST QUARTER FOR 1245.38 FEET TO A POINT ON AN EXTENSION OF A LINE 50.00 FEET NORTH OF AND PARALLEL WITH THE SAID CENTERLINE OF A PRIVATE LANE; THENCE SOUTH $89^{\circ}01'47''$ EAST ALONG LAST SAID LINE FOR 2273.89 FEET TO A POINT ON A LINE 50.00 FEET WEST OF AND PARALLEL WITH AN EAST LINE OF THE FOREST PRESERVE PROPERTY; THENCE NORTH $01^{\circ}31'00''$ EAST ALONG LAST SAID LINE FOR 636.26 FEET TO THE NORTHEASTERLY LINE OF THE PROPOSED U.S. 45 BYPASS; THENCE SOUTH $29^{\circ}15'04''$ EAST ALONG THE SAID NORTHEASTERLY LINE FOR 39.10 FEET TO A POINT ON A LINE 30.00 FEET WEST OF AND PARALLEL WITH AN EAST LINE OF THE FOREST PRESERVE PROPERTY THAT IS NORTH $01^{\circ}31'00''$ EAST OF THE PLACE OF BEGINNING; THENCE SOUTH $01^{\circ}31'00''$ WEST FOR 622.48 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

A TRACT OF LAND LYING IN THE SOUTH HALF OF SECTION 36, TOWNSHIP 46 NORTH, RANGE 10 EAST AND IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD

PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 01°28'06" EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER FOR 1232.00 FEET TO THE CENTERLINE OF A PRIVATE LANE; THENCE NORTH 89°01'47" WEST ALONG SAID CENTERLINE FOR 374.20 FEET TO A SOUTHEAST CORNER OF THE FOREST PRESERVE; THENCE NORTH 01°31'00" EAST ALONG AN EAST LINE OF THE FOREST PRESERVE PROPERTY FOR 660.44 FEET TO A POINT IN A LINE 30.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF THE PROPOSED U.S. 45 BYPASS FOR A PLACE OF BEGINNING; THENCE NORTH 29°15'04" WEST ALONG THE LAST SAID PARALLEL LINE FOR 364.86 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG THE SAID PARALLEL LINE ALONG THE ARC OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1878.49 FEET AND A CHORD BEARING OF NORTH 21°51'29" WEST, FOR 484.77 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88°08'48" EAST FOR 20.85 FEET ALONG SAID NORTH LINE TO A POINT IN A LINE 50.00 FEET NORTHEASTERLY OF AND PARALLEL WITH SAID NORTHEASTERLY LINE OF U.S. 45 BYPASS; THENCE SOUTHERLY ALONG SAID PARALLEL LINE, BEING THE ARC OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1858.49 FEET, AND A CHORD BEARING OF SOUTH 21°56'54" EAST, FOR 473.75 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID PARALLEL LINE SOUTH 29°15'04" EAST FOR 331.27 FEET TO A POINT ON THE EAST LINE OF THE FOREST PRESERVE THAT IS NORTH 01°31'00" EAST OF THE PLACE OF BEGINNING; THENCE SOUTH 01°31'00" WEST FOR 39.10 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**II. LEGAL DESCRIPTION FOR EAST-WEST TEMPORARY
CONSTRUCTION EASEMENT PARCEL**

[TO BE ATTACHED, IF APPLICABLE]

EXHIBIT F
TO
INTERGOVERNMENTAL AGREEMENT

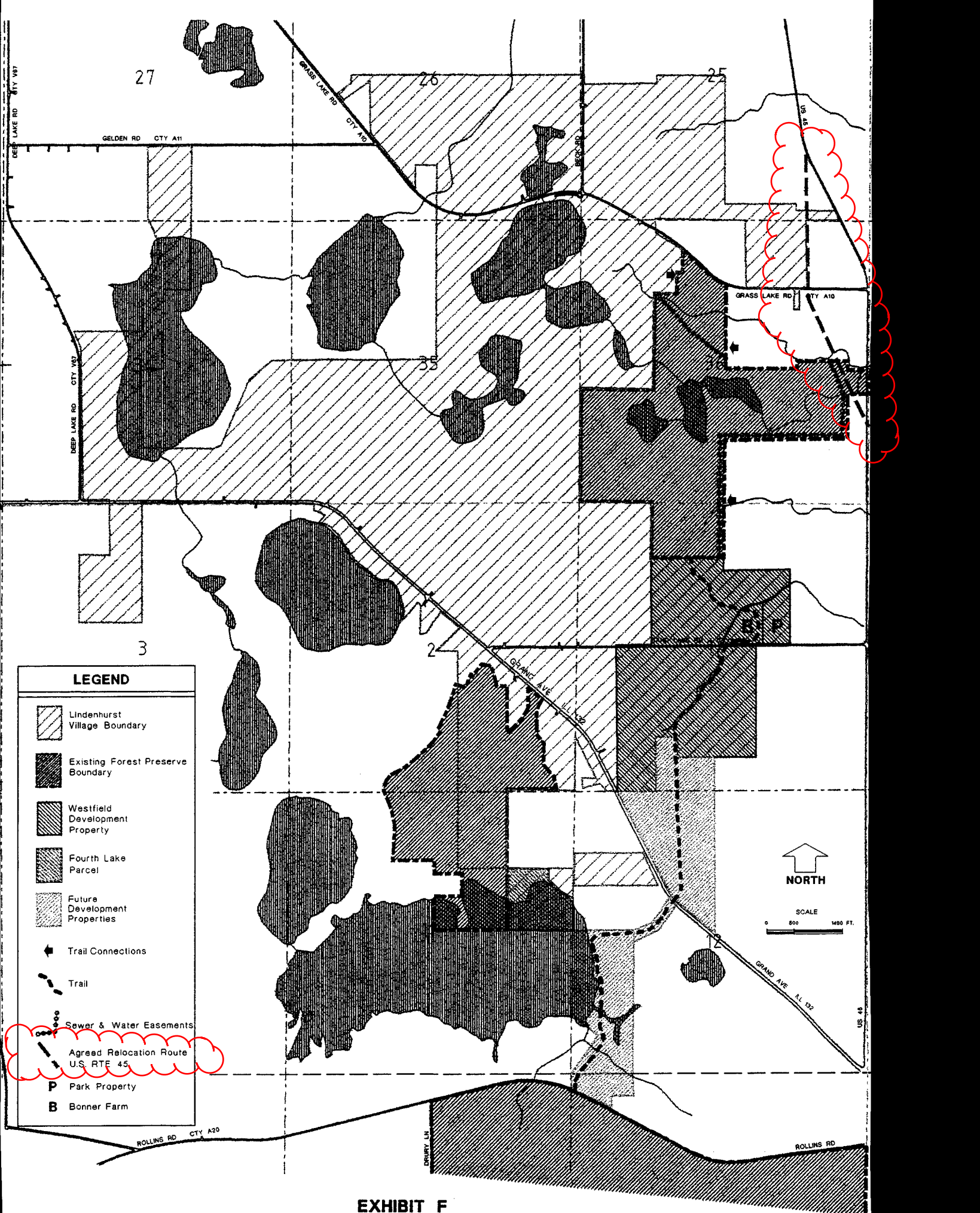


EXHIBIT F

EXHIBIT G
TO
INTERGOVERNMENTAL AGREEMENT

LEGAL DESCRIPTION OF BONNER FARM

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER AS MONUMENTED, NORTH 88°50' 54" WEST 1892.86 FEET FROM THE MONUMENT AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 01°43'45" EAST, PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER, 928.05 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 276.76 FEET ALONG THE ARC OF A CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 443.00 FEET AND A CHORD BEARING OF SOUTH 73°21'40" WEST TO A POINT OF THE REVERSE CURVATURE; THENCE SOUTHWESTERLY 447.45 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 242.00 FEET AND A CHORD BEARING OF SOUTH 38°16'14" WEST TO A POINT OF TANGENCY; THENCE SOUTH 14°41'54" EAST FOR 335.89 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 80.22 FEET ALONG THE ARC OF A CURVE, CONCAVE TO THE WEST WITH A RADIUS OF 290.00 FEET AND A CHORD BEARING OF SOUTH 06°46'24" EAST TO A POINT OF TANGENCY; THENCE SOUTH 01°09'06" WEST FOR 134.39 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88°50'54" EAST FOR 380.31 FEET ALONG LAST SAID SOUTH LINE TO THE POINT OF BEGINNING, (EXCEPT THE SOUTH 40 FEET THEREOF PREVIOUSLY TAKEN FOR ROAD PURPOSES BY DOCUMENT NUMBER 1182417) IN LAKE COUNTY, ILLINOIS.

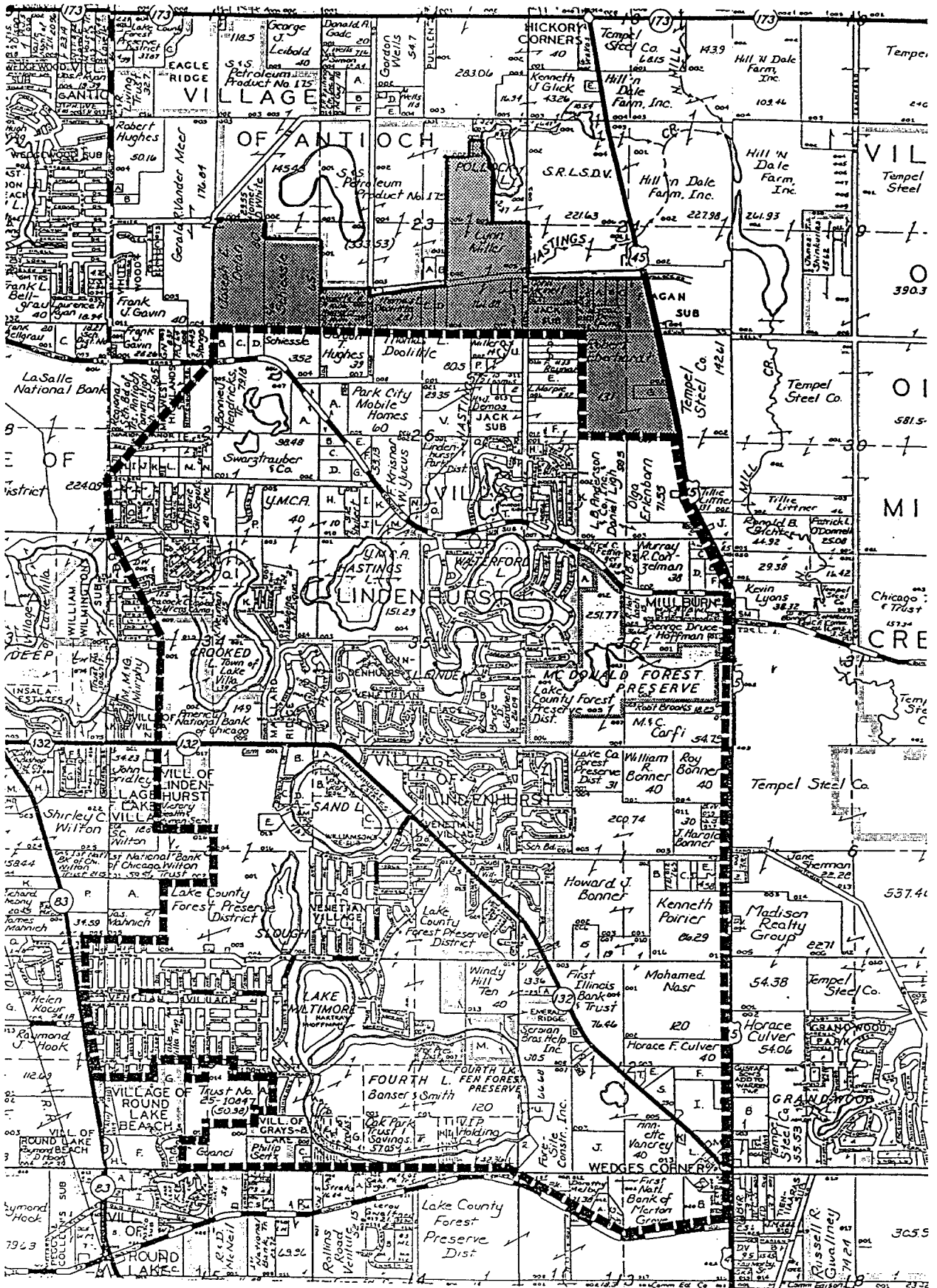
EXHIBIT H
TO
INTERGOVERNMENTAL AGREEMENT

LEGAL DESCRIPTION OF PARK PARCEL

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER AS MONUMENTED, NORTH 88° 50' 54" WEST 1892.86 FEET FROM THE MONUMENT AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 01° 43' 45" EAST, PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER, 928.05 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 220.50 FEET ALONG THE ARC OF A CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 443.00 FEET AND A CHORD BEARING OF NORTH 41° 12' 15" EAST; THENCE SOUTH 70° 50' 41" EAST FOR 69.12 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 48.73 FEET ALONG THE ARC OF A CURVE, CONCAVE TO THE NORTH WITH A RADIUS OF 160.00 FEET AND A CHORD BEARING OF SOUTH 79° 34' 14" EAST TO A POINT OF TANGENCY; THENCE SOUTH 88° 17' 46" EAST FOR 308.97 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 01° 43' 45" WEST ALONG LAST SAID EAST LINE, 1062.93 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER AS MONUMENTED; THENCE NORTH 88° 50' 54" WEST FOR 561.68 FEET ALONG LAST SAID SOUTH LINE TO THE POINT OF BEGINNING, (EXCEPT THE SOUTH 40 FEET THEREOF PREVIOUSLY TAKEN FOR ROAD PURPOSES BY DOCUMENT NUMBER 1182417) IN LAKE COUNTY, ILLINOIS.



EXHIBIT I
TO
INTERGOVERNMENTAL AGREEMENT



LINDENHURST FPA BOUNDARY
 LINDENHURST EXPANDED FPA



EXHIBIT J
TO
INTERGOVERNMENTAL AGREEMENT

LEGAL DESCRIPTIONS OF FPA EXPANSION PARCELS

02-22-400-001: THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

02-22-400-003: THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 15 ACRES THEREOF), IN LAKE COUNTY, ILLINOIS.

02-23-300-004: THE NORTH 22 RODS OF THE SOUTH 62 RODS OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

02-23-300-006: THE NORTH 20 RODS OF THE SOUTH 40 RODS OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

02-23-300-007: THE SOUTH 20 RODS OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

02-23-300-005: THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE CENTER LINE OF PUBLIC HIGHWAY, IN LAKE COUNTY, ILLINOIS.

02-23-400-006: THAT PART OF THE WEST 374 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF MILLER ROAD, IN LAKE COUNTY, ILLINOIS.

02-23-400-007: THAT PART OF THE WEST 45 RODS OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER OF MILLER ROAD (EXCEPT THE WEST 374 FEET THEREOF AND EXCEPT THAT PART THEREOF, IF ANY FALLING WITHIN THE EAST 8.75 CHAIN OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION), IN LAKE COUNTY, ILLINOIS.

02-23-400-003 & PART OF 02-23-400-009: THE NORTH 70 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

REMAINDER OF 02-23-400-009: THE SOUTH 10 ACRES OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 23, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

02-23-400-002, 02-23-400-008 & 02-23-200-006: THAT PART OF THE EAST HALF OF SECTION 23, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SAID SECTION 23, THENCE WEST ON SECTION LINE 8.75 CHAINS; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION, 68.67 CHAINS; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SECTION 8.75 CHAINS; THENCE SOUTH 68.67 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

02-23-200-007: THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH ON THE WEST LINE OF SAID QUARTER SECTION 8.68 CHAINS; THENCE EAST 4.80 CHAINS TO WEST MARGIN OF LAKE; THENCE SOUTHEASTERLY ALONG THE LAKE SHORE TO THE SOUTH LINE OF THE SAID QUARTER QUARTER SECTION; THENCE WEST 8.34 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

02-23-200-009: THAT PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23; THENCE EAST ON THE NORTH LINE OF SAID QUARTER QUARTER SECTION 8.09 CHAINS; THENCE SOUTH 20 CHAINS TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE WEST ON SAID LINE 8.09 CHAINS TO THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH ON SAID LINE 20 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

02-24-301-001 & 02-24-301-002: LOTS 29 & 30 IN JACK SUBDIVISION, A SUBDIVISION IN SECTIONS 24, 25 AND 26, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1940 AS DOCUMENT 488131 IN BOOK 28 OF PLATS, PAGES 24 AND 25, IN LAKE COUNTY, ILLINOIS.

02-24-300-004 & 02-24-300-013: THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, BEING ALSO THE INTERSECTION OF THE NORTH LINE OF JACK SUBDIVISION, A SUBDIVISION OF PART OF SECTIONS 24, 25 AND 26, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1940 AS DOCUMENT 488131, IN BOOK 28 OF PLATS, PAGES 24 AND 25

WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 24; THENCE ON AND ASSUMED BEARING OF NORTH 0 DEGREES 02 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 24, 192.32 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 42 SECONDS EAST 453.00 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 41 SECONDS EAST, 192.32 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, BEING ALSO THE NORTH LINE OF JACK SUBDIVISION AFORESAID; THENCE NORTH 89 DEGREES 57 MINUTES 42 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, BEING ALSO THE NORTH LINE OF JACK SUBDIVISION AFORESAID, 453.00 FEET TO THE POINT OF BEGINNING), IN LAKE COUNTY, ILLINOIS.

02-24-300-014: THAT PART OF THE WEST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, BEING ALSO THE INTERSECTION OF THE NORTH LINE OF JACK SUBDIVISION, A SUBDIVISION OF PART OF SECTIONS 24, 25 AND 26, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1940 AS DOCUMENT 488131, IN BOOK 28 OF PLATS, PAGES 24 AND 25 WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 24; THENCE ON AS ASSUMED BEARING OF NORTH 0 DEGREES 02 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 24, 192.32 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 42 SECONDS EAST 453.00 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 41 SECONDS EAST, 192.32 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, BEING ALSO THE NORTH LINE OF JACK SUBDIVISION AFORESAID; THENCE NORTH 89 DEGREES 57 MINUTES 42 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, BEING ALSO THE NORTH LINE OF JACK SUBDIVISION AFORESAID, 453.00 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

02-24-300-009: THE EAST 300 FEET OF THE NORTH 726 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 46 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

02-24-300-008: THE WEST 300 FEET OF THE EAST 600 FEET OF THE NORTH 726 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

02-24-300-011: THE WEST 300 FEET OF THE EAST 900 FEET OF THE NORTH 726 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

02-24-300-010: THE NORTH 1122.5 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST 900 FEET THEREOF, IN LAKE COUNTY, ILLINOIS.

02-24-300-012: THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 726 FEET OF THE EAST 900 FEET THEREOF & EXCEPT THAT PART OF THE NORTH 1122.5 FEET LYING WEST OF THE EAST 900 FEET THEREOF), IN LAKE COUNTY, ILLINOIS.

02-24-400-003: THE WEST 1.43 CHAINS OF THE SOUTH 7 CHAINS OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

02-24-403-001, 02-24-403-002 & 02-24-403-003: LOT 35 (EXCEPT THAT PART THEREOF LYING NORTH OF THE CENTERLINE OF MILLER ROAD) AND ALL OF LOTS 36 & 37 IN FAGAN'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER AND THE EAST 66 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1940, AS DOCUMENT 488132 IN BOOK 28 OF PLATS, PAGES 26 AND 27, IN LAKE COUNTY, ILLINOIS.

02-25-100-009: THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

02-25-200-004: THE SOUTH 300 FEET OF THE NORTH 1880.41 FEET LYING WEST OF THE CENTER LINE OF ROUTE 45 AND EAST OF THE EAST LINE OF THE WEST 68 FEET OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 10, IN LAKE COUNTY, ILLINOIS.

02-25-200-003: THAT PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 46 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF THE CENTER LINE OF ROUTE 45 (EXCEPT THE SOUTH 300 FEET OF THE NORTH 1880.41 FEET LYING EAST OF THE WEST 68 FEET THEREOF), IN LAKE COUNTY, ILLINOIS.

K

EXHIBIT K
TO
INTERGOVERNMENTAL AGREEMENT

LEGAL DESCRIPTION OF FOURTH LAKE PARCEL

That part of the Southeast Quarter of the Northeast Quarter of Section 11, Township 45 North, Range 10 East of the Third Principal Meridian, described as follows: Beginning at the Northwest corner of said Southeast Quarter of the Northeast Quarter; thence North 89 degrees 39 minutes 55 seconds East along the North Line thereof, a distance of 1004.82 feet; thence South 01 degrees 13 minutes 39 seconds West, a distance of 350.19 feet; thence South 45 degrees 10 minutes 29 seconds East, a distance of 213.34 feet; thence South 55 degrees 50 minutes 34 seconds East, a distance of 212.83 feet to a point on the East Line of the Southeast Quarter of the Northeast Quarter of Section 11, said point being 697.0 feet North of the Southeast corner thereof; thence South 00 degrees 17 minutes 04 seconds West along said East line, a distance of 697.0 feet to the aforesaid Southeast corner of the Southeast Quarter of the Northeast Quarter; thence South 89 degrees 22 minutes 01 seconds West along the South line of said Southeast Quarter of the Northeast Quarter, a distance of 1326.7 feet to the Southwest corner of said Southeast Quarter of the Northeast Quarter; thence North 00 degrees 13 minutes 53 seconds East along the West line of said Southeast Quarter of the Northeast Quarter, a distance of 1325.79 feet to the point of beginning, a containing 36.547 acres, more or less, in Lake County, Illinois.



L

EXHIBIT L
TO
INTERGOVERNMENTAL AGREEMENT

**SEWER AND WATER EASEMENT AGREEMENT
BY AND BETWEEN
THE LAKE COUNTY FOREST PRESERVE DISTRICT
AND
THE VILLAGE OF LINDENHURST**

THIS EASEMENT AGREEMENT, dated as of the _____ day of _____, 1995, by and between the LAKE COUNTY FOREST PRESERVE DISTRICT, a unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq. (the "Forest Preserve District") and the VILLAGE OF LINDENHURST, an Illinois municipal corporation, organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (the "Village"),

W I T N E S S E T H

WHEREAS, the Forest Preserve District and the Village are parties to an intergovernmental agreement dated _____, 1995 by, between, and among the County of Lake, the Lake County Forest Preserve District, the Village of Lindenhurst, the Lindenhurst Sanitary District, and Westfield Homes of Illinois, Inc. (the "Intergovernmental Agreement"); and

WHEREAS, pursuant to Subsection 3.B of the Intergovernmental Agreement, the Forest Preserve District has agreed to grant to the Village, and the Village has agreed to accept, sewer and water easements and related temporary construction easements upon certain property owned by the Forest Preserve District pursuant to the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby

acknowledged, the Forest Preserve District and the Village hereby enter into the following:

E A S E M E N T A G R E E M E N T

Section 1. Recitals. The foregoing recitals are hereby incorporated into, and made a part of, this Easement Agreement as substantive provisions hereof.

Section 2. Grant of Sewer and Water Easement. The Forest Preserve District hereby grants and conveys to the Village a non-exclusive easement (the "Sewer and Water Easement") in, upon, under and across the land legally described in Exhibit A attached to, and by this reference incorporated into and made a part of, this Agreement (the "Easement Premises"). The Sewer and Water Easement shall be for the sole purpose of constructing, installing, operating, and maintaining sewer and water facilities pursuant to the plans and specifications attached hereto as Exhibit B ("Sewer and Water Facilities").

Section 3. Grant of Temporary Construction Easement. The Forest Preserve District further hereby grants to the Village a temporary construction easement (the "Temporary Construction Easement") upon and across the land legally described in Exhibit C attached to, and by this reference incorporated into and made a part of, this Agreement (the "Temporary Premises"). The Temporary Construction Easement shall be used for the sole purpose of allowing the Village to more efficiently complete the initial construction and initial installation of the Sewer and Water Facilities.

Section 4. Term of Sewer and Water Easement and Temporary Construction Easement. The term of the Sewer and Water Easement shall be perpetual. The term of the Temporary Construction Easement shall be 24 months from the date of first entry by the Village onto the Easement Premises or the Temporary Premises.

Section 5. License and Easement Ordinance. This Easement Agreement shall be subject to the provisions, requirements, rights, and obligations set forth in the "License and Easement Ordinance of the Lake County Forest Preserve District," approved May 1, 1987, as amended from time to time (the "License and Easement Ordinance"), which are, by this reference, incorporated into and made a part of this Easement Agreement.

Section 6. Conduct of the Project. The construction, installation, operation, maintenance, repair, alteration, replacement, and removal of the Sewer and Water Facilities within the Easement Premises and the Temporary Premises shall be referred to in this Easement Agreement as the "Project." The Village may commence the Project only upon compliance by the Village with all of the terms of this Easement Agreement and all of the terms of the Intergovernmental Agreement. The Project shall be conducted in a good and workmanlike manner by the Village at its sole cost and expense, and in compliance with all applicable laws, rules, and regulations. The Village shall store no equipment, materials, or supplies on or under the Easement Premises or the Temporary Premises other than those immediately necessary for the Project.

Section 7. As-Built Drawings. Within 30 days after completion of any construction, installation, repair, alteration replacement, or removal of the Sewer and Water Facilities, the Village shall provide to the Forest Preserve District two complete sets of "as-built" drawings depicting the Sewer and Water Facilities.

Section 8. Retained Rights. The Forest Preserve District shall have and retain all rights to cultivate, use and occupy the Easement Premises and the Temporary Premises, and the Forest Preserve District's use and occupancy of the Easement Premises and the Temporary Premises shall not be unreasonably interfered with by the Project.

Section 9. Fee; Waiver of Reimbursement of Certain District Costs. The Forest Preserve District and the Village acknowledge and agree that the grant herein of the Sewer and Water Easement and the Temporary Construction Easement are made pursuant to the Forest Preserve District's obligations under the Intergovernmental Agreement and that no additional consideration is required for the grant of such easements. Further, the Forest Preserve District hereby waives, except as otherwise required by this Easement Agreement or the Intergovernmental Agreement, the requirement of Section 13 of the License and Easement Ordinance that the Village reimburse the Forest Preserve District for certain costs and expenses incurred by the Forest Preserve District in the preparation of this Easement Agreement, including survey expenses, legal fees, administrative costs and environmental assessments.

Section 10. Restoration. Whenever the Village enters the Easement Premises or the Temporary Premises to exercise its rights under this Easement Agreement, it shall restore the Easement Premises and the Temporary Premises to a condition at least as good as or better than their condition before such entry. Such restoration shall include, without limitation: (a) replacement and grading of any and all topsoil removed; (b) restoration of any and all fences, roads, pavement, plantings, landscaping and improvements that are damaged or removed; (c) replacement of any and all sod removed with sod of like quality; and (d) replacement of any and all natural grass removed with a good quality seed of species approved by the Forest Preserve District.

Section 11. Bond. Prior to performing any part of the Project during the term of this Easement Agreement, the Village shall, or shall require its independent contractor to, deposit with the Forest Preserve District a certified or cashier's check, made payable to the Forest Preserve District, in the amount of 125 percent of the estimated cost, as determined by the Forest Preserve District, of all restoration work required in connection with the Project as a guarantee that the Village shall comply with all conditions of this Easement Agreement, including without limitation restoration of the Easement Premises and the Temporary Premises. Refund of such funds shall be in the manner prescribed by the License and Easement Ordinance.

Section 12. Hazardous Materials. The Village covenants and agrees that: (a) it shall comply with all federal, state, and

local laws, ordinances, rules, and regulations that prohibit, restrict, or regulate any material defined therein as a hazardous, radioactive, toxic, or carcinogenic substance, pollutant, contaminant, or material ("Hazardous Materials"); (b) it shall not, and shall not permit any person to, handle, bury, store, retain, refine, produce, spill, allow to seep, leak, escape, or leach, pump, pour, emit, empty, discharge, inject, dump, transfer, or otherwise dispose of or deal with Hazardous Materials in, on, under, or about the Easement Premises or the Temporary Premises; and (c) it shall otherwise comply with the environmental requirements of the Intergovernmental Agreement.

Section 13. Assignment Prohibited. This Easement Agreement, and the covenants and agreements contained in it, shall run with the land and shall be binding upon the Village and the Forest Preserve District and their successors and assigns. The Village shall not assign its rights or delegate its duties under this Easement Agreement.

Section 14. Indemnification. As a condition of the rights granted to it by this Easement Agreement, the Village shall hold harmless, indemnify, and defend the Forest Preserve District, its commissioners, officers, agents, attorneys, employees, contractors, successors, and assigns, from and against any and all losses, expenses, claims, costs, causes, actions, litigation costs, attorney fees, suits, and damages relating to personal or bodily injuries, death, or damages or injuries to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of the Easement

or the use of the Easement Premises or the Temporary Premises by the Village or its contractors, employees, or agents, ("Claims"), including, without limitation, Claims arising from the Forest Preserve District's alleged negligence or fault so long as the Forest Preserve District is not determined to be solely negligent or solely at fault for such Claim by a final, unappealable judicial determination, Claims relating to Section 12 of this Easement Agreement, and litigation costs and attorneys' fees. The Village and the Forest Preserve District shall each notify the other of any Claims or potential Claims against the Forest Preserve District of which either of them becomes aware promptly and in no event more than 30 days after becoming aware of such Claims or potential Claims, but the failure to give or receive such notice shall not affect the Village's obligations pursuant to this Section 14 from and after its receipt of such notice, or other knowledge of, any such Claim or potential Claim. The Village's obligations under this Section shall be in addition to, and shall not be limited or waived by the availability or unavailability of any insurance, including insurance provided by the Village or a contractor pursuant to Section 15 of this Easement Agreement, or insurance provided by the Forest Preserve District.

Section 15. Insurance. The Village and each contractor that works on any part of the Project shall, prior to and at all times while performing any part of the Project, procure, maintain, and keep in force, at their own expense, all insurance necessary to protect and save harmless the Forest Preserve

District, the Project, and all property located at or near every place where the Project is or will be performed, including, but not limited to, the following minimum insurance coverages and limits:

<u>COVERAGE</u>	<u>LIMITS</u>
Workers' Compensation	Statutory
Comprehensive Motor Vehicle Liability, including vehicles owned, non-owned or rented	\$5,000,000 Combined Single Limit
Comprehensive General Liability, with coverage written on an "occurrence" basis and including Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury (with Employment Exclusion deleted), Broad Form Property Damage Endorsement, Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement), Bodily Injury and Property Damage, and all employees as insured	\$5,000,000 Combined Single Limit

Such insurance shall provide that no change, modification, or cancellation thereof shall become effective until the expiration of 30 days after written notice thereof shall have been received by the Forest Preserve District. The required coverages may be in any combination of primary, excess, and umbrella coverage or policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

The Village only may maintain a self-insurance retention as primary coverage and excess or umbrella policies sufficient to satisfy the requirements of this Section 15. The Village may, and each contractor that works on any part of the Project shall, obtain such insurance from an insurance company that is acceptable to the Forest Preserve District.

Not less than ten days prior to performing any part of the Project, the Village shall provide to the Forest Preserve District certificates of insurance or proof of self-insurance for the Village and certificates of insurance for each contractor it intends to use, which shall be acceptable to the Forest Preserve District and shall show that the Village and any such contractor maintain the insurance required in this Section 15. Such certificates shall state that the Forest Preserve District has been named as an additional insured. In the case of any proof of self-insurance, such proof shall certify that the Village's self-insurance retention shall be sufficient and available to satisfy any and all Claims against the Forest Preserve District or against the Village.

The coverages and limits set forth above shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on the Village's or any contractor's duty to carry adequate insurance as required in this Section or on the Village's or any contractor's liability for any claims, losses, or damages related to this Easement Agreement. The Village and each contractor shall at all times carry such additional

coverages or limits as may be necessary to fully comply with this Easement Agreement.

Section 16. Compliance With Laws and Agreements. The Village shall use the Easement Premises and the Temporary Premises only in compliance with this Agreement, the Intergovernmental Agreement, and all applicable federal, state and local laws, statutes, ordinances, rules and regulations, including, without limitation, the License and Easement Ordinance, and shall obtain any permits, licenses, easements, grants or any other permission that may be required for the Project. However, if there are any conflicts, the terms and conditions of this Agreement and the Intergovernmental Agreement shall supersede any ordinances, rules and regulations adopted by either the Forest Preserve District or the Village.

Section 17. Waivers. No term or condition of this Easement Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver signed by such party. No waiver by any party of any term or condition of this Easement Agreement shall be deemed or construed as a waiver of any other term or condition of this Easement Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Easement Agreement.

Section 18. Regulatory Bodies. This Easement Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed and promulgated by the United States of America, the State of Illinois, or any other governmental body or agency having lawful jurisdiction, or any authorized representative or agent of any of them; provided, however, that this Section 18 shall not be construed as waiving the right of any party to challenge the validity of any such rules, regulations, or laws on any basis, including the impairment of this Easement Agreement.

Section 19. Successors; Assignment. This Easement Agreement shall be binding on, and shall inure to the benefit of, the Forest Preserve District, the Village and their successors and permitted assigns. The Village shall not assign this Easement Agreement in whole or in part, or any of its rights or obligations under this Easement Agreement, without the prior express written consent of the Forest Preserve District, which consent may be withheld in the sole and unfettered discretion of the Forest Preserve District. The Forest Preserve District may, upon notice to the Village, assign this Agreement, in whole or in part, or any or all of the Forest Preserve District's rights or obligations under this Agreement, without the consent of the Village.

Section 20. Notices. All notices and other communications in connection with this Easement Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger at the

address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the Forest Preserve District:

Lake County Forest Preserve District
2000 N. Milwaukee Avenue
Libertyville, Illinois 60048-1199
Attention: Executive Director

For notices and communications to the Village:

Village of Lindenhurst
2301 East Sand Lake Road
Lindenhurst, Illinois 60041
Attention: Village Administrator

By notice complying with the foregoing requirements of this Section 20, each party shall have the right to change the addressees or addresses or both for all future notices and communications to such party, but no notice of such a change shall be effective until actually received.

Section 21. Enforcement. The parties hereto may in law or in equity enforce or compel the performance of this Easement Agreement. The prevailing party in any judicial or administrative proceeding brought for enforcement or breach of any provision of this Easement Agreement shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial or administrative proceeding.

Section 22. Authority. Each person signing this Easement Agreement hereby represents, warrants, and covenants that he or

she has read and understood this Easement Agreement, that he or she has the authority to execute this Easement Agreement on behalf of the party that he or she represents, and that such party intends to be legally bound by the provisions of this Easement Agreement.

Section 23. Recording. The Village shall record this Easement Agreement at its sole cost and expense, and the Village shall promptly provide a copy of the recorded Easement Agreement to the Forest Preserve District.

IN WITNESS WHEREOF, the Forest Preserve District and the Village have hereunto set their hands and seals as of the day and year first written above.

**LAKE COUNTY FOREST PRESERVE
DISTRICT**

ATTEST:

By: _____

James C. LaBelle
President

By: _____

Corinne R. McMahon
Secretary

VILLAGE OF LINDENHURST

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF L A K E)

This instrument was acknowledged before me on _____,
1995, by James C. LaBelle, the President of the LAKE COUNTY
FOREST PRESERVE DISTRICT, a body politic and corporate, and by
Corinne R. McMahon, the Secretary of said District.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF L A K E)

This instrument was acknowledged before me on _____,
1995, by _____, the _____
of VILLAGE OF LINDENHURST, an Illinois municipal corporation, and
by _____, the _____ of VILLAGE OF
LINDENHURST.

Signature of Notary

SEAL

My Commission expires: _____

EXHIBIT A
TO
SEWER AND WATER EASEMENT AGREEMENT

Legal Description of Easement Premises

EXHIBIT B
TO
SEWER AND WATER EASEMENT AGREEMENT

Plans and Specifications

EXHIBIT C
TO
SEWER AND WATER EASEMENT AGREEMENT

Legal Description of Temporary Premises

EXHIBIT M
TO
INTERGOVERNMENTAL AGREEMENT

SEWER AND WATER EASEMENT AGREEMENT
BY AND BETWEEN
THE LAKE COUNTY FOREST PRESERVE DISTRICT
AND
THE VILLAGE OF LINDENHURST

THIS EASEMENT AGREEMENT, dated as of the _____ day of _____, 1995, by and between the LAKE COUNTY FOREST PRESERVE DISTRICT, a unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq. (the "Forest Preserve District") and the VILLAGE OF LINDENHURST, an Illinois municipal corporation, organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (the "Village"),

W I T N E S S E T H

WHEREAS, the Forest Preserve District and the Village are parties to an intergovernmental agreement dated _____, 1995 by, between, and among the County of Lake, the Lake County Forest Preserve District, the Village of Lindenhurst, the Lindenhurst Sanitary District, and Westfield Homes of Illinois, Inc. (the "Intergovernmental Agreement"); and

WHEREAS, pursuant to Subsection 3.B of the Intergovernmental Agreement, the Forest Preserve District has agreed to grant to the Village, and the Village has agreed to accept, sewer and water easements and related temporary construction easements upon certain property owned by the Forest Preserve District pursuant to the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt of which is hereby

acknowledged, the Forest Preserve District and the Village hereby enter into the following:

E A S E M E N T A G R E E M E N T

Section 1. Recitals. The foregoing recitals are hereby incorporated into, and made a part of, this Easement Agreement as substantive provisions hereof.

Section 2. Grant of Sewer and Water Easement. Subject to the conditions precedent stated in Section 7 of this Easement Agreement, the Forest Preserve District hereby grants and conveys to the Village a non-exclusive easement (the "Sewer and Water Easement") in, upon, under and across the land legally described in Exhibit A attached to, and by this reference incorporated into and made a part of, this Agreement (the "Easement Premises"). The Sewer and Water Easement shall be for the sole purpose of constructing, installing, operating, and maintaining sewer and water facilities pursuant to the plans and specifications attached hereto as Exhibit B ("Sewer and Water Facilities").

Section 3. Grant of Temporary Construction Easement. Subject to the conditions precedent stated in Section 7 of this Easement Agreement, the Forest Preserve District further hereby grants to the Village a temporary construction easement (the "Temporary Construction Easement") upon and across the land legally described in Exhibit C attached to, and by this reference incorporated into and made a part of, this Agreement (the "Temporary Premises"). The Temporary Construction Easement shall be used for the sole purpose of allowing the Village to more

efficiently complete the initial construction and initial installation of the Sewer and Water Facilities.

Section 4. Term of Sewer and Water Easement and Temporary Construction Easement. The term of the Sewer and Water Easement shall be perpetual. The term of the Temporary Construction Easement shall be 24 months from the date of first entry by the Village onto the Easement Premises or the Temporary Premises.

Section 5. License and Easement Ordinance. This Easement Agreement shall be subject to the provisions, requirements, rights, and obligations set forth in the "License and Easement Ordinance of the Lake County Forest Preserve District," approved May 1, 1987, as amended from time to time (the "License and Easement Ordinance"), which are, by this reference, incorporated into and made a part of this Easement Agreement.

Section 6. Conduct of the Project. The construction, installation, operation, maintenance, repair, alteration, replacement, and removal of the Sewer and Water Facilities within the Easement Premises and the Temporary Premises shall be referred to in this Easement Agreement as the "Project." The Village may commence the Project only upon compliance by the Village with (i) all of the terms of this Easement Agreement, including, without limitation, the terms and conditions of Section 7 of this Easement Agreement and (ii) all of the terms of the Intergovernmental Agreement which are required to be performed by the Village on or prior to such date. The Project shall be conducted in a good and workmanlike manner by the Village at its sole cost and expense, and in compliance with all

applicable laws, rules, and regulations. The Village shall store no equipment, materials, or supplies on or under the Easement Premises or the Temporary Premises other than those immediately necessary for the Project.

Section 7. East-West Trail Connection. The Forest Preserve District and the Village acknowledge and agree that Paragraph 3.A.1 of the Intergovernmental Agreement provides that the conveyance of the Sewer and Water Easement and the Temporary Construction Easement are conditioned upon the Village designing, constructing and installing the East-West Trail Connection (as defined in the Intergovernmental Agreement) pursuant to plans and specifications to be approved by the Forest Preserve District, and, therefore, the conveyances set forth in Sections 2 and 3 of this Easement Agreement are subject to the conditions precedent that, and the Project shall not be commenced until such time as, (i) the Village shall have prepared and the Forest Preserve District shall have approved final engineering plans and specifications for the East-West Trail Connection and (ii) the Village shall have delivered to the Forest Preserve District a letter of credit or other security acceptable to the Forest Preserve District, on forms and in amounts customarily required by the Forest Preserve District, to guarantee installation of the East-West Trail Connection in accordance with such approved plans and specifications. Following completion of the construction and installation of the East-West Trail Connection, the Village shall deliver to the Forest Preserve District (i) an independent engineer's certificate certifying that all work has been

completed in accordance with the approved plans and specifications; (ii) a set of "as built" drawings showing the East-West Trail Connection as finally constructed and installed; (iii) all affidavits, sworn statements and final lien waivers necessary to establish that payment has been made for all work involved in constructing and installing the East-West Trail Connection; and (iv) a bill of sale conveying title to the East-West Trail Connection, free and clear of all claims, liens and obligations, to the Forest Preserve District.

Section 8. As-Built Drawings. Within 30 days after completion of any construction, installation, repair, alteration replacement, or removal of the Sewer and Water Facilities, the Village shall provide to the Forest Preserve District two complete sets of "as-built" drawings depicting the Sewer and Water Facilities.

Section 9. Retained Rights. The Forest Preserve District shall have and retain all rights to cultivate, use and occupy the Easement Premises and the Temporary Premises, and the Forest Preserve District's use and occupancy of the Easement Premises and the Temporary Premises, including its use and occupancy for the East-West Trail Connection shall not be unreasonably interfered with by the Project.

Section 10. Fee; Waiver of Reimbursement of Certain District Costs. The Forest Preserve District and the Village acknowledge and agree that the grant herein of the Sewer and Water Easement and the Temporary Construction Easement are made pursuant to the Forest Preserve District's obligations under the

Intergovernmental Agreement and that no additional consideration is required for the grant of such easements. Further, the Forest Preserve District hereby waives, except as otherwise required by this Easement Agreement or the Intergovernmental Agreement, the requirement of Section 13 of the License and Easement Ordinance that the Village reimburse the Forest Preserve District for certain costs and expenses incurred by the Forest Preserve District in the preparation of this Easement Agreement, including survey expenses, legal fees, administrative costs and environmental assessments.

Section 11. Restoration. Whenever the Village enters the Easement Premises or the Temporary Premises to exercise its rights under this Easement Agreement, it shall restore the Easement Premises and the Temporary Premises, including the East-West Trail Connection, to a condition at least as good as or better than their condition before such entry. Such restoration shall include, without limitation: (i) restoration of the East-West Trail Connection in accordance with the approved plans and specifications for its original construction and installation; (ii) replacement and grading of any and all topsoil removed; (iii) restoration of any and all fences, roads, pavement, plantings, landscaping and improvements that are damaged or removed; (iv) replacement of any and all sod removed with sod of like quality; and (v) replacement of any and all natural grass removed with a good quality seed of species approved by the Forest Preserve District.

Section 12. Bond. Prior to performing any part of the Project during the term of this Easement Agreement, and prior to constructing and installing the East-West Trail Connection, the Village shall, or shall require its independent contractor to, deposit with the Forest Preserve District a certified or cashier's check, made payable to the Forest Preserve District, in the amount of 125 percent of the estimated cost, as determined by the Forest Preserve District, of all restoration work required in connection with the Project, or the construction and installation of the East-West Trail Connection, as a guarantee that the Village shall comply with all conditions of this Easement Agreement, including without limitation restoration of the Easement Premises and the Temporary Premises. Refund of such funds shall be in the manner prescribed by the License and Easement Ordinance.

Section 13. Hazardous Materials. The Village covenants and agrees that: (a) it shall comply with all federal, state, and local laws, ordinances, rules, and regulations that prohibit, restrict, or regulate any material defined therein as a hazardous, radioactive, toxic, or carcinogenic substance, pollutant, contaminant, or material ("Hazardous Materials"); (b) it shall not, and shall not permit any person to, handle, bury, store, retain, refine, produce, spill, allow to seep, leak, escape, or leach, pump, pour, emit, empty, discharge, inject, dump, transfer, or otherwise dispose of or deal with Hazardous Materials in, on, under, or about the Easement Premises or the

Temporary Premises; and (c) it shall otherwise comply with the environmental requirements of the Intergovernmental Agreement.

Section 14. Assignment Prohibited. This Easement Agreement, and the covenants and agreements contained in it, shall run with the land and shall be binding upon the Village and the Forest Preserve District and their successors and assigns. The Village shall not assign its rights or delegate its duties under this Easement Agreement.

Section 15. Indemnification. As a condition of the rights granted to it by this Easement Agreement, the Village shall hold harmless, indemnify, and defend the Forest Preserve District, its commissioners, officers, agents, attorneys, employees, contractors, successors, and assigns, from and against any and all losses, expenses, claims, costs, causes, actions, litigation costs, attorney fees, suits, and damages relating to personal or bodily injuries, death, or damages or injuries to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of the Easement or the use of the Easement Premises or the Temporary Premises by the Village or its contractors, employees, or agents, ("Claims"), including, without limitation, Claims arising from the Forest Preserve District's alleged negligence or fault so long as the Forest Preserve District is not determined to be solely negligent or solely at fault for such Claim by a final, unappealable judicial determination, Claims relating to Section 13 of this Easement Agreement, and litigation costs and attorneys' fees. The Village and the Forest Preserve District shall each notify

the other of any Claims or potential Claims against the Forest Preserve District of which either of them becomes aware promptly and in no event more than 30 days after becoming aware of such Claims or potential Claims, but the failure to give or receive such notice shall not affect the Village's obligations pursuant to this Section 15 from and after its receipt of such notice, or other knowledge of, any such Claim or potential Claim. The Village's obligations under this Section shall be in addition to, and shall not be limited or waived by the availability or unavailability of any insurance, including insurance provided by the Village or a contractor pursuant to Section 16 of this Easement Agreement, or insurance provided by the Forest Preserve District.

Section 16. Insurance. The Village and each contractor that works on any part of the Project, or any part of the construction and installation of the East-West Trail Connection, shall, prior to and at all times while performing any part of such work, procure, maintain, and keep in force, at their own expense, all insurance necessary to protect and save harmless the Forest Preserve District, the Project, the East-West Trail Connection, and all property located at or near every place where any such work is or will be performed, including, but not limited to, the following minimum insurance coverages and limits:

<u>COVERAGE</u>	<u>LIMITS</u>
Workers' Compensation	Statutory
Comprehensive Motor Vehicle Liability, including vehicles owned, non-owned or rented	\$5,000,000 Combined Single Limit

Comprehensive General
Liability, with coverage
written on an "occurrence"
basis and including Premises/
Operations, Products/Completed
Operations, Independent
Contractors, Personal Injury
(with Employment Exclusion
deleted), Broad Form Property
Damage Endorsement, Blanket
Contractual Liability (must
expressly cover the indemnity
provisions of this Agreement),
Bodily Injury and Property
Damage, and all employees as
insured

\$5,000,000
Combined Single Limit

Such insurance shall provide that no change, modification, or cancellation thereof shall become effective until the expiration of 30 days after written notice thereof shall have been received by the Forest Preserve District. The required coverages may be in any combination of primary, excess, and umbrella coverage or policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

The Village only may maintain a self-insurance retention as primary coverage and excess or umbrella policies sufficient to satisfy the requirements of this Section 16. The Village may, and each contractor that works on any part of the Project shall, obtain such insurance from an insurance company that is acceptable to the Forest Preserve District.

Not less than ten days prior to performing any part of the Project, the Village shall provide to the Forest Preserve

District certificates of insurance or proof of self-insurance for the Village and certificates of insurance for each contractor it intends to use, which shall be acceptable to the Forest Preserve District and shall show that the Village and any such contractor maintain the insurance required in this Section 16. Such certificates shall state that the Forest Preserve District has been named as an additional insured. In the case of any proof of self-insurance, such proof shall certify that the Village's self-insurance retention shall be sufficient and available to satisfy any and all Claims against the Forest Preserve District or against the Village..

The coverages and limits set forth above shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on the Village's or any contractor's duty to carry adequate insurance as required in this Section or on the Village's or any contractor's liability for any claims, losses, or damages related to this Easement Agreement. The Village and each contractor shall at all times carry such additional coverages or limits as may be necessary to fully comply with this Easement Agreement.

Section 17. Compliance With Laws and Agreements. The Village shall use the Easement Premises and the Temporary Premises only in compliance with this Agreement, the Intergovernmental Agreement, and all applicable federal, state and local laws, statutes, ordinances, rules and regulations, including, without limitation, the License and Easement Ordinance, and shall obtain any permits, licenses, easements,

grants or any other permission that may be required for the Project or for the construction and installation of the East-West Trail Connection. However, if there are any conflicts, the terms and conditions of this Agreement and the Intergovernmental Agreement shall supersede any ordinances, rules and regulations adopted by either the Forest Preserve District or the Village.

Section 18. Waivers. No term or condition of this Easement Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver signed by such party. No waiver by any party of any term or condition of this Easement Agreement shall be deemed or construed as a waiver of any other term or condition of this Easement Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provision of this Easement Agreement.

Section 19. Regulatory Bodies. This Easement Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed and promulgated by the United States of America, the State of Illinois, or any other governmental body or agency having lawful jurisdiction, or any authorized representative or agent of any of them; provided, however, that this Section 19 shall not be construed as waiving the right of any party to challenge the validity of any such rules, regulations, or laws on any basis, including the impairment of this Easement Agreement.

Section 20. Successors; Assignment. This Easement Agreement shall be binding on, and shall inure to the benefit of, the Forest Preserve District, the Village and their successors and permitted assigns. The Village shall not assign this Easement Agreement in whole or in part, or any of its rights or obligations under this Easement Agreement, without the prior express written consent of the Forest Preserve District, which consent may be withheld in the sole and unfettered discretion of the Forest Preserve District. The Forest Preserve District may, upon notice to the Village, assign this Agreement, in whole or in part, or any or all of the Forest Preserve District's rights or obligations under this Agreement, without the consent of the Village.

Section 21. Notices. All notices and other communications in connection with this Easement Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the Forest Preserve District:

Lake County Forest Preserve District
2000 N. Milwaukee Avenue
Libertyville, Illinois 60048-1199
Attention: Executive Director

For notices and communications to the Village:

Village of Lindenhurst
2301 East Sand Lake Road
Lindenhurst, Illinois 60041
Attention: Village Administrator

By notice complying with the foregoing requirements of this Section 21, each party shall have the right to change the addressees or addresses or both for all future notices and communications to such party, but no notice of such a change shall be effective until actually received.

Section 22. Enforcement. The parties hereto may in law or in equity enforce or compel the performance of this Easement Agreement. The prevailing party in any judicial or administrative proceeding brought for enforcement or breach of any provision of this Easement Agreement shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial or administrative proceeding.

Section 23. Authority. Each person signing this Easement Agreement hereby represents, warrants, and covenants that he or she has read and understood this Easement Agreement, that he or she has the authority to execute this Easement Agreement on behalf of the party that he or she represents, and that such party intends to be legally bound by the provisions of this Easement Agreement.

Section 24. Recording. The Village shall record this Easement Agreement at its sole cost and expense, and the Village shall promptly provide a copy of the recorded Easement Agreement to the Forest Preserve District.

IN WITNESS WHEREOF, the Forest Preserve District and the Village have hereunto set their hands and seals as of the day and year first written above.

LAKE COUNTY FOREST PRESERVE
DISTRICT

ATTEST:

By: _____
James C. LaBelle
President

By: _____
Corinne R. McMahon
Secretary

VILLAGE OF LINDENHURST

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF L A K E)

This instrument was acknowledged before me on _____,
1995, by James C. LaBelle, the President of the LAKE COUNTY
FOREST PRESERVE DISTRICT, a body politic and corporate, and by
Corinne R. McMahon, the Secretary of said District.

Signature of Notary

SEAL

My Commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF L A K E)

This instrument was acknowledged before me on _____,
1994, by _____, the _____
of VILLAGE OF LINDENHURST, an Illinois municipal corporation, and
by _____, the _____ of VILLAGE OF
LINDENHURST.

Signature of Notary

SEAL

My Commission expires: _____

EXHIBIT A
TO
SEWER AND WATER EASEMENT AGREEMENT

Legal Description of Easement Premises

EXHIBIT B
TO
SEWER AND WATER EASEMENT AGREEMENT

Plans and Specifications

EXHIBIT C
TO
SEWER AND WATER EASEMENT AGREEMENT

Legal Description of Temporary Premises

EXHIBIT N
TO
INTERGOVERNMENTAL AGREEMENT

LAKE COUNTY FOREST PRESERVE DISTRICT
FARMING LICENSE AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 1995, by and between the LAKE COUNTY FOREST PRESERVE DISTRICT, a unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq. (the "Forest Preserve District"), and HOWARD J. BONNER and NANCY BONNER (collectively, "Bonner"),

W I T N E S S E T H:

WHEREAS, the Forest Preserve District holds fee simple title to that certain parcel of land located within the Village of Lindenhurst, and more particularly described on Schedule I attached hereto (the "Subject Property"); and

WHEREAS, the Forest Preserve District has entered into that Intergovernmental Agreement dated June 13, 1995 by and among the County of Lake, the Lake County Forest Preserve District, the Village of Lindenhurst, the Lindenhurst Sanitary District, and Westfield Homes of Illinois, Inc., (the "Intergovernmental Agreement"); and

WHEREAS, pursuant to Subsection 5.A of the Intergovernmental Agreement, the Forest Preserve District has agreed to grant to Bonner a license to allow Bonner to operate a farm on the Subject Property pursuant to the terms and conditions set forth herein;

WHEREAS, as part of such license, the District has also agreed to allow Bonner to live in the house located on, and comprising part of, the Subject Property (the "House") and use all other

buildings on the Property (the "Farm Buildings") pursuant to the terms and conditions herein stated; and

WHEREAS, Bonner desires to accept such license upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the recitals, mutual covenants and agreements set forth above, the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby enter into and make the following:

F A R M I N G L I C E N S E A G R E E M E N T

Section 1. Recitals. The foregoing recitals are hereby incorporated into, and made a part of, this Agreement as substantive provisions hereof.

Section 2. License Granted; Term. The Forest Preserve District hereby grants to Bonner, and Bonner hereby accepts from the Forest Preserve District, a non-exclusive license to use the Subject Property as a farm, the right to occupy the House, and the right to use the Farm Buildings, subject to all terms and conditions herein (the "License"), for a term commencing on the date first above written and continuing to and including December 31, 1997.

Section 3. Bonner's Farming Rights. The Forest Preserve District and Bonner agree that during the term of this Agreement, Bonner may, or may allow a third party to, conduct farming operations on the Subject Property; provided, however, (i) any such farming on the Subject Property shall be in accordance with the

commercial standards of other farming facilities in the Northeastern Illinois area; (ii) Bonner shall remain responsible for all existing agreements and assume all obligations with respect to any future agreements with respect to third party farming; and (iii) all such agreements relating to third party farming must terminate on or prior to the termination of this Agreement. The parties agree that the portion of the Subject Property now being used for such purposes, and that may be used for such purposes during the term of this Agreement, shall be as depicted on Schedule II attached hereto (the "Crop Area"). The crops to be grown in the Crop Area shall be limited to feed corn, sweet corn, soybeans, wheat, hay, and any other crop approved by the Forest Preserve District, which approval shall not be unreasonably withheld ("Crops").

Section 4. Farm Heritage and Tractor Museum. Bonner acknowledges that, following the termination of this Agreement, the Forest Preserve District intends to operate a farm heritage and tractor museum on the Subject Property for the purpose of exhibiting farm tractors and farm equipment to the general public (the "Museum"). To assist the Forest Preserve District in compiling a history of farming operations on the Subject Property, Bonner agrees to promptly provide to the Forest Preserve District an oral history and review of documentation of said history, including photographs, maps, news clipping, family albums, and other items reasonably requested by the Forest Preserve District relating to farming and related operations and uses of the Subject

Property at such time, or times, as reasonably requested by the Forest Preserve District.

Section 5. Revenue and Expenses. The Forest Preserve District and Bonner agree that the Forest Preserve District shall waive any fee in connection with Bonner's right to use the Subject Property for the uses set forth herein and that Bonner shall be allowed to retain all revenue from the sale of the Crops; provided, however, Bonner shall be responsible for all costs, and expenses and liabilities related to (i) the operation of the Subject Property as a farm, including, without limitation, all costs and expenses related to seed, fertilizer, equipment upkeep, fuel, utilities (as further described below), labor, other materials necessary for the farm's operations, administrative and office costs, and any other expenses that Bonner incurs in connection with the farming of the Subject Property; and (ii) the costs and expenses related to the House and the Farm Buildings as set forth below in this Agreement, including, without limitation, those set forth in Section 9.

Section 6. Independent Contractor Relationship. Notwithstanding any other provision of this Agreement, Bonner shall be deemed an independent contractor of the Forest Preserve District for purposes of Bonner's rights and duties to be performed under Section 3. Nothing herein shall be deemed to create the relationship of employer and employee. Further, Bonner shall be responsible for any and all taxes related to Bonner's activities under this Agreement, including (i) all federal and state income

taxes and FICA taxes and (ii) all real estate taxes relating to the Subject Property specified in Subsection 7.A.

Section 7. Utilities and Real Estate Taxes.

A. Utilities. Bonner shall be responsible for the payment of gas, electric, water, fuel, sewer, septic, and garbage collection charges and fees associated with the occupancy and use of the House, the Farm Buildings and the Subject Property by Bonner for the term of this Agreement. Bonner shall be responsible for payment of all other charges and fees associated with his occupancy and use of the House, the Farm Buildings and the Subject Property.

B. Real Estate Taxes. During the term of this Agreement, Bonner shall be responsible for the payment of all real estate taxes assessed against the Subject Property, including, without limitation, real estate taxes for tax years during the term of this Agreement that are not due and payable until after the termination of this Agreement. If the term of this Agreement shall end at a time other than the end of a tax year, the real estate taxes shall be proportionately adjusted according to the actual termination date of this Agreement.

Section 8. Use of the House and Farm Buildings.

A. General. Bonner's use of the House during the term of the License shall be solely limited to his own single-family residential purposes only, and Bonner shall not, subject to Subsection 8.B, permit anyone other than he and his immediate family to reside in the House or otherwise on the Subject Property, including the Farm Buildings, other than short-term visits by a

reasonable amount of friends and/or family, without the prior written consent of the Executive Director of the Forest Preserve District (the "Executive Director"). Bonner shall not permit the House, the Farm Buildings, nor the remainder of the Subject Property to be used for any unlawful purpose or in any manner that will unreasonably disturb neighbors. Bonner shall not allow any signs or placards to be posted or placed on the Subject Property without the prior written consent of the Executive Director.

B. Use of Coach House. The parties hereto acknowledge that a portion of a certain coach house located west of the House (the "Coach House") encroaches on the Subject Property, as shown on the attached Schedule III, and that the only means of access to the Coach House is through a driveway located on the Subject Property. The Forest Preserve hereby grants to Bonner, and Bonner hereby accepts from the Forest Preserve District, a non-exclusive license, for the benefit of Bonner and Bonner's tenants, to (a) have the Coach House encroach on the Subject Property, and (b) utilize the driveway on the Subject Property for access to the Coach House; provided, however such license shall terminate on or prior to the termination of this Agreement. Bonner shall be entitled to lease the Coach House to a tenant, and to charge and retain rent in connection with such lease. Bonner shall remain responsible for all existing agreements and assume all obligations with respect to any future agreements relating to the Coach House.

Section 9. Maintenance of the House and the Farm Buildings. Bonner shall (a) maintain the House and the Farm Buildings and any

personal property therein or thereabouts in a clean, sanitary and safe condition; (b) repair the House and the Farm Buildings and all facilities and equipment related thereto whenever damage or injury to the same shall have resulted from intentional misuse; (c) properly dispose of all garbage and refuse; (d) prevent any person in the House, the Farm Buildings, or elsewhere on the Subject Property with Bonner's permission from violating this Agreement or any applicable laws; and (e) not make, permit or allow any additions to or alterations of the House or the Farm Buildings without the prior written consent of the Executive Director. Bonner and the Forest Preserve District agree that, although either party may at their option make structural repairs to the House or the Farm Buildings, neither Bonner nor the Forest Preserve District, except as otherwise required hereunder, shall be obligated to make structural repairs hereunder. If Bonner makes repairs improperly or fails within a reasonable time to (i) perform any of the foregoing tasks, or (ii) otherwise comply with this Section, the Forest Preserve District may terminate this Agreement and the License herein granted in accordance with Section 15 hereof and, in addition to all other rights and remedies the Forest Preserve District may have at law or in equity, may (but shall in no event be obligated to) make such repairs which are necessitated by Bonner's intentional misuse, and Bonner shall reimburse the Forest Preserve District in full for the costs of such repairs, upon demand.

Section 10. Condition of House and the Farm Buildings.

Bonner has inspected the House and the Farm Buildings prior to signing this Agreement and accepts the terms and conditions of this Agreement with knowledge that the House and the Farm Buildings are in an "as is" condition, and hereby waives any rights or causes of action that they may have against the Forest Preserve District relating to the condition of the House and the Farm Buildings. The Forest Preserve District hereby expressly makes no warranty as to the habitability of the House or any of the Farm Buildings, nor any other express or implied warranties as to the House, the Farm Buildings or the Subject Property or any other conditions which may or may not exist in or around the House, the Farm Buildings or the Subject Property.

Section 11. Applicable Law; Hazardous Materials.

Bonner shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, including all such laws, ordinances, rules and regulations that prohibit, restrict, or regulate any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant ("Hazardous Materials") in the use of the House, the Farm Buildings and the Subject Property; Bonner shall not, and shall not permit any person to, handle, bury, store, retain, refine, produce, spill, allow to seep, leak, escape or leach, pump, pour, emit, empty, discharge, inject, dump, transfer or otherwise dispose of or deal with Hazardous Materials in, on, under or about the Subject Property; provided, however, Bonner shall, in

accordance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, be allowed to store motor oil, gasoline and diesel fuel on the Subject Property in above-ground storage tanks and to pump motor oil, gasoline and diesel fuel from such tanks; further provided, however that no motor oil, gasoline or diesel fuel shall be released in any quantities into the Subject Property. Additionally, upon the written direction of the Forest Preserve District, Bonner shall immediately upon the termination of this Agreement either (i) remove the above-ground tanks and all contents therein from the Subject Property, at Bonner's sole cost and expense, in accordance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, or (ii) leave such tanks and/or contents on the Subject Property.

Section 12. Limitation of Liability.

A. Assumption of Risk. Bonner shall engage in farming activities on the Subject Property as described above subject to the hazards of operating a farm, and Bonner assumes all risk of accidents, personally as well as for his family, employees, contractors, agents and other third parties in pursuance of farming operations, or in performing repairs on buildings (including the House and the Farm Buildings), fences, tile, and other improvements.

B. No Liability for Property Conditions. Except as required by Illinois law, the Forest Preserve District shall not be liable for any damage done, occasioned by, or arising from failure to keep

the House and the Farm Buildings in good repair; plumbing, gas, water, steam, or other pipes; sewage; the bursting, leaking, or running from any cistern tank, washstand, water closet or waste pipe in, above, upon or about the House or the Farm Buildings; water, snow or ice being upon or coming through the roof, skylight, trap door or otherwise of the House or the Farm Buildings; any other condition of the House, Farm Buildings, or the Subject Property or acts or neglect of owners or occupants of property adjacent or contiguous to the Subject Property.

C. Liability Limited By Insurance. Bonner acknowledges and agrees that any liability of the Forest Preserve District shall be limited to the limits of liability of the Forest Preserve District insurance policies or self-insurance programs in effect from time to time.

Section 13. Insurance. Bonner shall obtain and maintain, at its sole expense, appropriate and adequate insurance for the term of this Agreement, including (a) property insurance coverage of Bonner's personal property in amounts determined by Bonner to be adequate; and (b) liability insurance coverage for personal injury and death on the Subject Property, in amounts not less than \$1,000,000. The Forest Preserve District shall be named as an additional insured on such liability insurance policies. Such policies shall provide that the insurer shall endeavor to provide the Forest Preserve District with thirty days advance written notice of any cancellation of the policies. As evidence of coverage, Bonner shall provide a copy of all insurance policies to

the Forest Preserve District at the time this Agreement is executed.

Section 14. Surrender. Bonner's prompt and timely vacation and surrender of the House, Farm Buildings, and the Subject Property upon the termination of this Agreement is of the essence. If Bonner retains possession of the House, the Farm Buildings or the Subject Property or any part thereof after the termination of the term set forth in Section 2 of this Agreement, by lapse of time or otherwise, such holding over shall constitute a breach of this Agreement, and the Forest Preserve District shall have all rights and remedies available at law or in equity. Under no circumstances shall a failure to vacate or surrender create an extension of the term of this Agreement. The Forest Preserve District and Bonner agree that their relationship for Bonner's use of the House and the Farm Buildings and the balance of the Subject Property is one of licensor and licensee, and not one of landlord and tenant.

Section 15. Termination.

A. Right to Terminate.

1. Forest Preserve District's Right to Terminate. If, at any time during the term of this Agreement, Bonner fails to comply with, or fails to fulfill any of the terms or conditions of this Agreement to the satisfaction of the Forest Preserve District, and the same shall not be completely cured by Bonner within 30 days after written notice to Bonner, the Forest Preserve District shall have the right, at its option, to re-enter the Subject Property and to terminate all rights granted to Bonner by this Agreement.

2. Bonner's Right to Terminate. Upon providing the Forest Preserve District 90 days written notice, Bonner shall be able to terminate this Agreement.

B. Rights Following Termination. Immediately upon termination of this Agreement, for whatever reason, all rights granted to Bonner hereunder shall revert to the Forest Preserve District, the Forest Preserve District shall have the right to use the House, the Farming Buildings and the Subject Property for any purpose, and Bonner shall have no further rights in the House, the Farm Buildings, or the Subject Property or any part of any of them.

Section 16. Indemnification. Bonner shall hold harmless, indemnify and defend the Forest Preserve District, its commissioners, officers, agents, attorneys and employees against any and all losses, expenses, claims, costs, causes and damages, including without limitation litigation costs and attorneys' fees and items relating to Section 11 of this Agreement, on account of (a) any failure on the part of Bonner to perform or comply with any terms or conditions of this Agreement, including without limitation, Bonner's obligations and duties with respect to third party agreements referenced in Section 3 and 8.B; and (b) any personal injuries or death or damages to property, except as otherwise expressly limited in this Agreement, arising from, occurring, growing out of, incident to, or resulting directly or indirectly from (i) the grant of the License to Bonner hereunder; (ii) Bonner's, or any permitted third party's, use of the House, the Farm Buildings or the Subject Property pursuant to this

Agreement, including, without limitation the right of a third party to use the Subject Property pursuant to Section 3 or Subsection 8.B; and (iii) the auction as allowed pursuant to Section 17. The provisions of this Section shall not be limited by the amounts of any insurance provided by Bonner pursuant to this Agreement.

Section 17. Auction. Bonner shall, at Bonner's sole cost and expense, be permitted to have one auction on the Subject Property either over one two day weekend or during a weekday to auction any and all (a) equipment or personal property now located on the Subject Property and owned by Howard J. Bonner including, without limitation, tractors, trailers, machinery and other farm implements, and (b) tin bins, grain elevators and grain dryers located on the Subject Property; provided, however, that Bonner shall not be allowed to auction the House or any other Farm Buildings or other structures on the Subject Property, including without limitation any wooden, red-sided structures.

Section 18. Structures Remaining At Termination. Bonner and the Forest Preserve District agree that Schedule III attached hereto is a depiction of the House and all Farm Buildings. Except for those Farm Buildings that may be removed with the consent of the Forest Preserve District by a third party developer during the term of this Agreement as indicated on Schedule III and subject to the terms of Section 9, the House and the Farm Buildings shall remain on the Subject Property at the termination of this Agreement.

Section 19. Entry. Bonner agrees that the Forest Preserve District, by its commissioners, officers, agents, attorneys and employees, may, at any reasonable time, enter the House, the Farm Buildings or any other part of the Subject Property to inspect the same, to make repairs thereto, or to show the same to prospective licensees, purchasers, or mortgagees or to any inspectors; provided, however all such entries shall be at reasonable times and upon 24 hours prior oral notice. Whenever practical, the Forest Preserve District shall notify Bonner in advance of any proposed entry.

Section 20. Keys and Locks. Bonner shall not change, alter or replace any locks on the House, the Farm Buildings or any other portion of the Subject Property without prior written approval from the Executive Director. Any locks installed, and any keys or other means or devices to operate the locks, shall become the property of the Forest Preserve District. Bonner shall deliver a duplicate copy of all keys or other means or devices to operate the locks to the Forest Preserve District.

Section 21. Time of Essence. Time is of the essence in the performance of all of the terms and conditions of this Agreement.

Section 22. Assignment. Bonner shall not relicense the Subject Property or assign this Agreement or any of Bonner's rights or obligations under this Agreement to any other party.

Section 23. Applicable Law. This Agreement shall be interpreted under and governed by the laws of the State of Illinois.

Section 24. Enforcement Costs. Bonner agrees to pay all reasonable costs, attorneys' fees, and expenses incurred by the Forest Preserve District in enforcing the covenants, terms, and conditions of this Agreement. Each party hereto agrees to pay its own attorneys fees incurred pursuant to the negotiation of this Agreement.

Section 25. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between Bonner and the Forest Preserve District and constitutes the entire Agreement between the parties relating to their respective rights relative to the House, the Farm Buildings and the Subject Property.

Section 26. Severability; Waiver. If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

Section 27. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below, by

properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to District shall be addressed to, and delivered at, the following address:

Lake County Forest Preserve District
2000 N. Milwaukee Avenue
Libertyville, Illinois 60048-1199
Attention: Executive Director

Notices and communications to Bonner shall be addressed to, and delivered at, the following address:

Howard J. Bonner
19412 West Sand Lake Road
Lake Villa, Illinois 60046

with a copy to:

Neal Goldstein
Brydges, Riseborough, Morris, Franke and Miller
110 N. West Street
Waukegan, Illinois 60085

By notice complying with the requirements of this Section, Bonner and the Forest Preserve District each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address or addressee shall be effective until actually received.

Section 28. License Only Granted. This Agreement grants only a license to use the Premises under the terms and conditions stated above. Nothing in this Agreement shall be construed to convey to Bonner any legal or equitable interest in the Subject Property, nor shall Bonner be deemed to have acquired any leasehold interest in the Subject Property. Bonner and the Forest Preserve District agree that this License shall be

irrevocable except by lapse of the time or pursuant to the Forest Preserve District's right to terminate as provided in this Agreement.

Section 29. Obligations Survive Termination. The obligations, covenants, warranties and representations of each party as set forth in this Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed, effective as of the date first written above.

WITNESS:

Howard J. Bonner

Nancy Bonner

ATTEST:

LAKE COUNTY FOREST PRESERVE
DISTRICT

By: _____

Its: _____

SCHEDULE I

Legal Description of Subject Property

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER AS MONUMENTED, NORTH 88°50' 54" WEST 1892.86 FEET FROM THE MONUMENT AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 01°43'45" EAST, PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER, 928.05 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 276.76 FEET ALONG THE ARC OF A CURVE, CONCAVE TO THE NORTHWEST WITH A RADIUS OF 443.00 FEET AND A CHORD BEARING OF SOUTH 73°21'40" WEST TO A POINT OF THE REVERSE CURVATURE; THENCE SOUTHWESTERLY 447.45 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 242.00 FEET AND A CHORD BEARING OF SOUTH 38°16'14" WEST TO A POINT OF TANGENCY; THENCE SOUTH 14°41'54" EAST FOR 335.89 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 80.22 FEET ALONG THE ARC OF A CURVE, CONCAVE TO THE WEST WITH A RADIUS OF 290.00 FEET AND A CHORD BEARING OF SOUTH 06°46'24" EAST TO A POINT OF TANGENCY; THENCE SOUTH 01°09'06" WEST FOR 134.39 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88°50'54" EAST FOR 380.31 FEET ALONG LAST SAID SOUTH LINE TO THE POINT OF BEGINNING, (EXCEPT THE SOUTH 40 FEET THEREOF PREVIOUSLY TAKEN FOR ROAD PURPOSES BY DOCUMENT NUMBER 1182417) IN LAKE COUNTY, ILLINOIS.

SCHEDULE II

Crop Area

[To be attached]

212768F
76958F

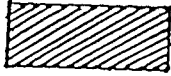
D42

SCHEDULE III

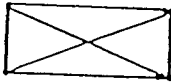
House and Farm Buildings

DUPLEX LOTS

KEY



STRUCTURES TO BE REMOVED
BY THE DEVELOPER



STRUCTURES TO BE TURNED
OVER TO THE FOREST PRESERVE
DISTRICT

POND

66' ROW
38' BC/BC

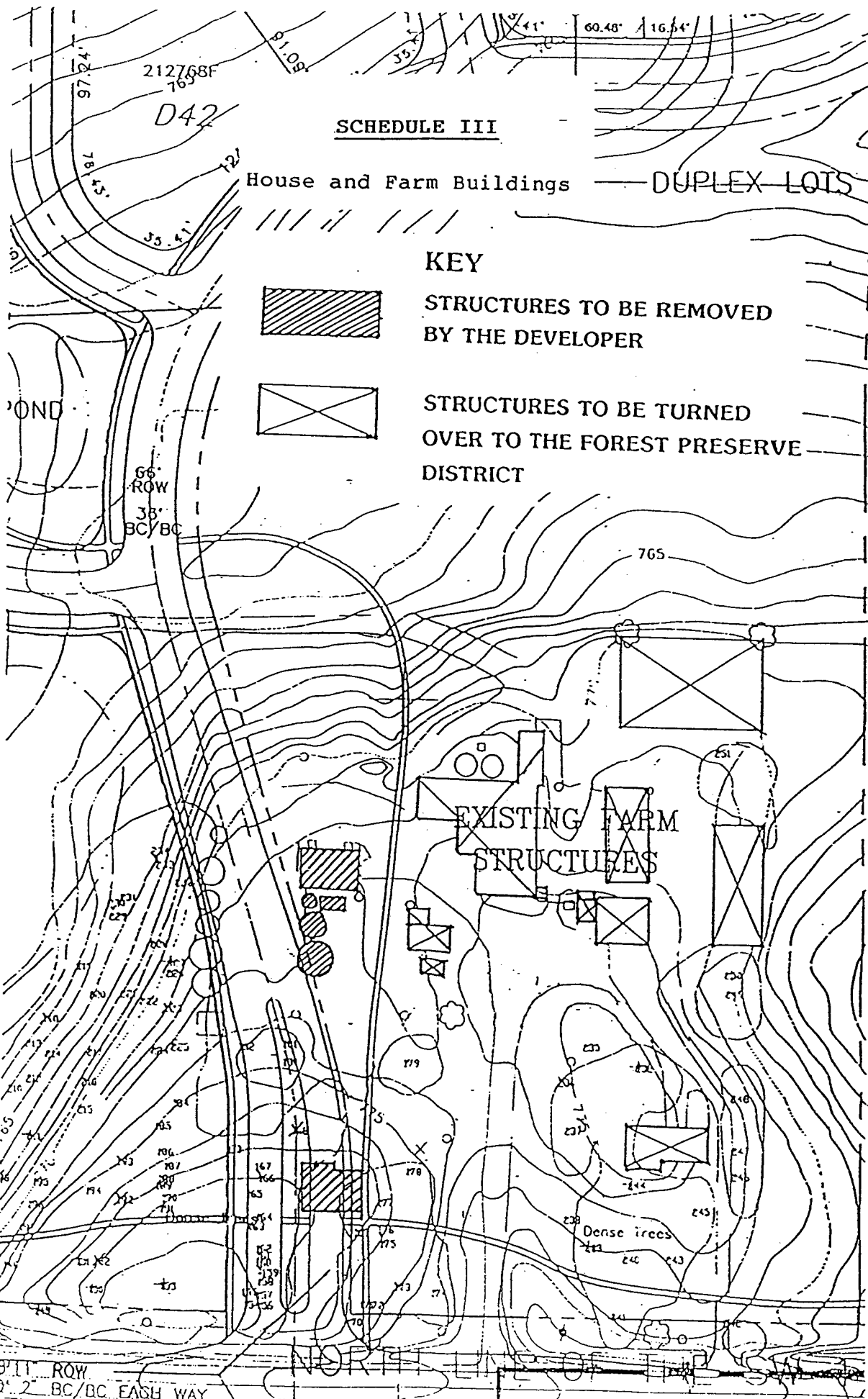
765

EXISTING FARM
STRUCTURES

Dense trees

P.11 ROW
2' BC/BC EAST WAY

NORTH





o



EXHIBIT 0
TO
INTERGOVERNMENTAL AGREEMENT

TRAIL DESIGN STANDARDS

Unless otherwise agreed to in writing with the Forest Preserve District, the Trail and the Landscaped Bufferyards shall be constructed and installed in accordance with the following provisions and as depicted on Schedule I attached hereto and made a part hereof (the "Trail Design Standards"):

1. STANDARD SPECIFICATIONS

The following documents are incorporated into and made a part of these Trail Design Standards by this reference, and shall govern the performance of the installation of the Trails and the Landscaped Bufferyards, where applicable, except as modified by the Trail Design Standards herein:

- A. "Standard Specifications for Road and Bridge Construction", adopted July 1, 1994 by the Illinois Department of Transportation, hereinafter referred to as the "Standard Specifications";
- B. "Illinois Manual of Uniform Traffic Control Devices for Streets and Highways", Latest revision;
- C. "Standard Specifications for Traffic Control Items", adopted April 1, 1989 by the Illinois Department of Transportation;
- D. "Supplemental Specifications and Recurring Special Provisions", adopted July 1, 1994 by the Illinois Department of Transportation.

"State" or "Department" shall mean the "Forest Preserve District" in all of the above-listed documents.

2. LANDSCAPE ARCHITECT

Any reference to "Landscape Architect" or "Engineer" in the Contract shall mean the Forest Preserve District's Landscape Architect or other duly appointed representative.

3. DESCRIPTION OF IMPROVEMENT

The Project is officially known as construction and installation of the Trail and the Landscaped Bufferyards pursuant to the Intergovernmental Agreement of which these Trail Design Standards are a part. "Work" includes, but is not limited to, the construction of a crushed stone eight-foot wide Trail, mowed shoulders and Landscaped Bufferyards at the locations cited within the Intergovernmental Agreement, including grading, clearing and grubbing, installation of gravel base and surface courses, and topsoil placement.

4. SUBGRADE PREPARATION

Subgrade soil preparation shall include discing/aerating soils when required, followed by proof rolling and compacting to a minimum of 95% compacted based on a standard proctor, ASTM D-698. When proof rolling reveals additional unstable soil areas, the material shall be either re-worked, as described above, or, if in the opinion of the Engineer removal is warranted, removed and replaced with PGE. Removal and replacement of materials shall be paid for as Removal of Unsuitable Materials and Porous Granular Embankment, as described elsewhere. Any additional discing/aerating shall be included and a part of these Trail Design Standards, along with proof rolling, etc., in accordance with Section 212 of the Standard Specifications. Subgrade preparation will be considered incidental to the Work. Any aggregate material needed for bedding or grade adjustment shall also be apart of these Trail Design Standards.

5. TRENCH BACKFILL

This Work shall conform to the requirements of Section 210 of the Standard Specifications. Maximum pay width for trench backfill used for storm sewers and driveway culvert trenches will be: pipe outside diameter plus 12" for trench depths of 5 feet or less; pipe outside diameter plus 3 feet for trench depths greater than 5 feet. Where trench backfill is used in paved areas, including driveways for culverts, the top 12" shall consist of CA-6, crushed stone or gravel.

6. REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

This item shall be used only when it is determined by the Engineer, at the time of construction that additional excavation is required below the planned depths, due to underlying unsuitable materials. Any other excavations required on this Project shall be considered Earth Excavation. Replacement materials from Unsuitable Material Removal shall consist of Aggregate Base Course Type B and/or Porous Granular Embankment. Unsuitable material shall be disposed of only in locations designated by the Engineer.

7. POROUS GRANULAR EMBANKMENT, SUBGRADE

This item shall be used as replacement for unstable or unsuitable material that has been removed and where the plans call for POROUS GRANULAR EMBANKMENT, SPECIAL to be placed. This material shall be furnished and placed to the satisfaction of the Engineer and in accordance with Section 209 and 704.07 of the Standard Specifications with the following exceptions:

1. Crushed Stone and Crushed Blast Furnace Slag

Sieve Size	Percent Passing
*6"	97±3
*4"	90±10
2"	45±2.5

#200

5 ± 5

2. Gravel, Crushed Gravel and Pit Run Gravel

Sieve Size	Percent Passing
*6"	97±3
*4"	90±10
2"	55±2.5
#4	30±20

* for undercuts less than 18", the percent passing the 6" sieve may be 90±10 and the 4" requirement eliminated.

When PGE is used in conjunction with a Geotechnical Fabric, an initial lift of 12" shall be made.

Any POROUS GRANULAR EMBANKMENT, SUBGRADE that the Engineer determines is necessary shall be a part of the Work and the party responsible for the Trail construction shall be responsible for payment in full for furnishing, transporting, placing, and compacting the granular material as herein specified.

8. SUB-BASE GRANULAR MATERIAL, TYPE B, 4"

This item shall conform to Section 301 of the Standard Specifications and be limited to Crushed Gravel or Crushed Stone, and meet the gradation requirements of CA-6. All installation procedures, including scarifying, grading, shaping and compacting the aggregate materials shall be inclusive within the Word and shall meet the minimum standards for SUB-BASE GRANULAR MATERIAL, TYPE B, 4".

9. AGGREGATE BASE COURSE, TYPE B, 9"

This item shall conform to Section 301 of the Standard Specifications and be limited to CA-6, Grade 8 or 9 Crushed Aggregate. All installation procedures, including scarifying, grading, shaping and compacting the aggregate materials shall be inclusive.

10. EROSION CONTROL AND MAINTENANCE

All work under this item shall be in accordance with the "Standard Specifications for Soil Erosion and Sediment Control", latest edition, as published by the Illinois Environmental Protection Agency. Contractor shall be responsible for the installation, maintenance, and removal of the silt fence as specified and shown on the drawings. Silt fence is to be installed in locations as required and approved by Landscape Architect. Silt fencing shall be 36" high silt fence with posts attached to the fabric. The Silt Fence shall be ECONOMY SILT FENCE,

1. Economy Silt Fence, as manufactured by:
Geo-Synthetics, Inc.
1345 Golf Road
Des Plaines, Illinois 60016
(800) 444-5523
2. Approved equal

11. INCIDENTAL SITE RESTORATION

Upon completion, all debris, excess materials, etc. shall be removed from the site. Any disturbed areas shall be smoothed over and fine graded to insure positive drainage. All disturbed areas created by the construction shall receive 3 inches (compacted depth) of topsoil in accordance with the specifications approved by the Forest Preserve District. Any topsoil and seeding required beyond the pay limits established in those pay items will be considered incidental to the Project.

12. EXCAVATION AND EMBANKMENT - TRAIL

The Work required under this section includes, but is not limited to, the following:

- A. Trail construction including the excavation, transportation, placement, compaction and rough grading of earth materials to attain indicated subgrade elevations before performing the Work under Aggregate Base Course and Aggregate Surface Course.

Excavated earth material shall be placed along trail edges to attain indicated grades and spoiled in other areas as directed by Landscape Architect.

Excavation and embankment shall conform to the applicable requirements of Sections 202, 203, 204, 205, 207 and 502 of the Standard Specifications except that excavated materials that are suitable may be used in the construction of the embankment or disposed of at the Contractor's discretion.

Contractor shall use all means necessary to protect all materials for Work under this section before, during and after installation and to protect all objects designated to remain. In the event of damage, Contractor shall immediately make all repairs and replacements necessary to the approval of the Landscape Architect and at no cost to the Forest Preserve District.

Material that is to be excavated is assumed to be earth or other material that can be moved with a power shovel. Should any material that cannot be moved with a power shovel or that is not earth suitable for fill use be encountered, notify the Landscape Architect immediately and before proceeding with the Work. All

excavated material not required shall be not disposed of by the Contractor as approved by the Landscape Architect.

Spread full material in layers not exceeding eight (8) inches in uncompacted thickness. Water or aerate the fill material as necessary and thoroughly mix to obtain a moisture content which will permit proper compaction. Compact each soil layer to at least the specified minimum degree. Repeat compaction process until Contract Drawing grade, or grade otherwise approved by the Landscape Architect, is attained.

Trail construction areas:

1. The entire subgrade shall be compacted to not less than 95 percent of the standard laboratory density.
2. Where rolling of the subgrade is required, any areas which are inaccessible to a roller shall be compacted either by a mechanical or hand tamper meeting the approval of the Landscape Architect.

Landscape and mowed shoulder Areas:

1. Attain compaction of not less than 70 percent of the standard laboratory density.

Unless specifically noted, all grades shown are finished grades. Elevations at points between elevations or contours are to be determined by uniform slopes between given grades or elevations, or between such figures and existing grades. Perform all rough and finish grading required to attain the elevations indicated on the drawings. Grading tolerances shall be plus or minus one inch for all rough and finish work. Use all means necessary to prevent erosion of freshly graded areas during construction. Provide drainage and erosion control measures to ensure slope stability and proper establishment of seed.

All concrete, clay tiles and boulders encountered in excavation shall be disposed of as directed by the Landscape Architect.

Excess Water Control

A. Dewatering

1. Provide and maintain at all times during construction ample means and devices with which to promptly remove and dispose of all water from every source entering the excavations or other parts of the work.
2. Dewater by means which will ensure dry excavations and the preservation of the final lines and grades of bottoms of excavations.

3. Provide berms or channels to prevent flooding of subgrades. Promptly remove all water collecting in depressions.
4. Where soil has been softened or eroded by flooding or placement during unfavorable weather, remove all damaged areas and recompact as specified for fill and compaction below.
5. Prior approval by the Landscape Architect of all erosion control measures shall be required before any dewater operations proceed.
6. Contractor shall take sufficient precautions to prevent pollution of streams, lakes, marshes, reservoirs and subsurface drainage systems with fuels, oils, bitumens, calcium chloride or other harmful materials.

B. Unfavorable Weather

1. Do not place, spread or roll and fill during unfavorable weather conditions.
2. Do not resume operations until moisture content and fill density are as specified.
3. Contractor may scarify surface to accelerate drying to required moisture content and recompact to required density.

All material which is proposed for use in embankment construction must be approved by the Landscape Architect.

Where the Contractor's equipment is operated on any portion of the pavement or structure used by traffic on or adjacent to the section under construction, the Contractor shall clean the pavement of all dirt and debris at the end of each days operations and at other times as directed by the Landscape Architect.

The above requirements may be modified by the Landscape Architect to suit the existing field conditions at no cost to the Forest Preserve District.

13. PULVERIZED TOPSOIL

This Work shall consist of furnishing all materials, equipment, and labor and performance of all required operations for the:

- A. Provision, placement and final grading of topsoil to indicated finish grade elevations and compacted depth as specified and shown on the drawings. Topsoil stockpile

location shall be located in area designated by the Landscape Architect.

Pulverized topsoil shall be used as side dressing of the Trail for the area referred to in the Intergovernmental Agreement as the mowed shoulders lying on either side of the eight-foot wide improved Trail surface and between the Landscaped Bufferyards. Placement of topsoil shall conform to Section 216.04 of the Standard Specifications. The surface of the topsoil shall be free from clods and shall conform to the lines, grades, dimensions and the minimum thickness as specified and shown on the plans. If required by the Landscape Architect, one rolling of the entire surface will be made.

All irregularities in the surface of the subgrade shall be filled, smoothed, disced, and raked to provide a uniform surface and suitable bond between the subgrade and the topsoil before performing Work under this Section.

In addition to complying with all pertinent codes and regulations, all Work shall be in accordance with the Standard Specifications.

Use all means necessary to protect all materials under this section before, during and after installation and to protect all objects designated to remain. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Landscape Architect and at no additional cost to the Forest Preserve District.

In addition to compliance with Section 717.04 of the Standard Specifications, topsoil must be pulverized and relatively free from large roots, sticks, weeds, brush, clods or stones larger than 1 inch or other litter and waste products.

Unless specifically noted, all grades shown are finished grades. Elevations at points between elevations or contours are to be determined by uniform slopes between given grades or elevations, or between such figures and existing grades. Perform all rough and finish grading required to attain the elevations indicated on the drawings. Grading tolerances shall be plus or minus one inch for all rough and finish work. Use all means necessary to prevent erosion of freshly graded areas during construction. Provide drainage and erosion control measures to ensure slope stability and proper establishment of seed.

Installation of the Pulverized Topsoil shall be a part of the Work.

14. DUST CONTROL WATERING

The Work shall also consist of the exclusive control of dust resulting from construction operations and is not intended for use in the compaction of earth embankments, as specified under Article 207.05 of the Standard Specifications.

Dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed by the Landscape Architect, in a manner meeting his approval.

All equipment used for this work shall meet with the Landscape Architect's approval.

15. GEOTECHNICAL FABRIC

The Work shall also consist of furnishing all materials, equipment, and labor and performance of all required operations for the installation of geotechnical fabric in subgrades for the surfacing and construction of the Trail. Geotechnical Fabric is to be installed in locations as required and approved by the Landscape Architect.

Geotechnical Fabric shall be:

1. Exxon GTF 200 stabilization fabric, as manufactured by:

Geo-Synthetics, Inc.
1345 Golf Road
Des Plaines, IL., 60016
(800) 444-5523

2. Approved equal.

The material shall meet the applicable portions of Article 718.29 of the Standard Specifications.

16. PROTECTION OF STREAMS, LAKES, RESERVOIRS

The Contractor shall provide adequate planning and supervision during the Work for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and to control erosion.

Any spoil material excavated, dredged, or otherwise produced must not be returned to the waterway, but must be deposited in a self-contained area in compliance with all State statutes, regulation and permit requirements with no discharge to the waters of the State unless a permit has been issued. Any back-filling must be

done with clean material and placed in a manner to prevent violation of applicable water quality standards.

Where, in the opinion of the Landscape Architect, the land has a high potential for erosion, the areas that can be exposed by construction operations and at any one time will be subject to approval by the Landscape Architect, and the duration of the exposure of the uncompleted construction to the elements shall be as short as practicable. Erosion control features shall be constructed concurrently with other work as directed by the Landscape Architect.

The Contractor shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent erosion during construction shall be taken and may include the installation of staked straw bales, sedimentation basins, and temporary mulching.

The Contractor shall implement erosion control measures consistent with the "Standards and Specifications for Soil Erosion and Sediment Control" (IEPA/WPC/87-012).

17. AGGREGATE BASE COURSE - CA-6, 5" (TRAIL)

This work shall consist of furnishing all materials, equipment, and labor and performance of all required operations for the installation of the aggregate base course in the subgrade for construction of the proposed Trail stated in the Intergovernmental Agreement and further specified and shown on the drawings.

The work shall meet the applicable portions of Section 301 of the Standard Specifications except as herein noted. The material furnished shall be graded CA-6 Grade 8 or 9 Crushed Aggregate.

Install all material using methods of placement required to obtain not less than ninety five (95) percent of the Standard Laboratory Density (AASHTOT99). Density compaction shall be in accordance with the Standard Specifications.

18. AGGREGATE SURFACE COURSE - FA-21 3" (TRAIL)

This work shall consist of furnishing all materials, equipment, and labor and performance of all required operations for the installation of the aggregate surface course for construction of the proposed Trail.

The work shall meet the applicable portions of Section 402 of the Standard Specifications except as herein noted.

1. The material furnished shall be FA-21 gravel screenings from:

Vulcan Materials Company
Crystal Lake Quarry
Yard No. 498 (708) 482-7000

2. Approved equal

Limestone screenings are not acceptable. Screenings shall consist of 100% crushed material. Samples of the specified material shall be submitted to and approved by Owner prior to delivery.

19. CULVERTS AND FLARED END SECTIONS

This Work shall include the provision, excavation for, and installation of pipe drains for surface drainage to the prescribed lines and grades at the designated locations approved by the Landscape Architect. Pipe diameters and lengths shall be as shown on plans.

The material supplied shall be:

1. Hi-Q pipe and Flared End Sections, as manufactured by Hancor, Inc.
2. Approved equal

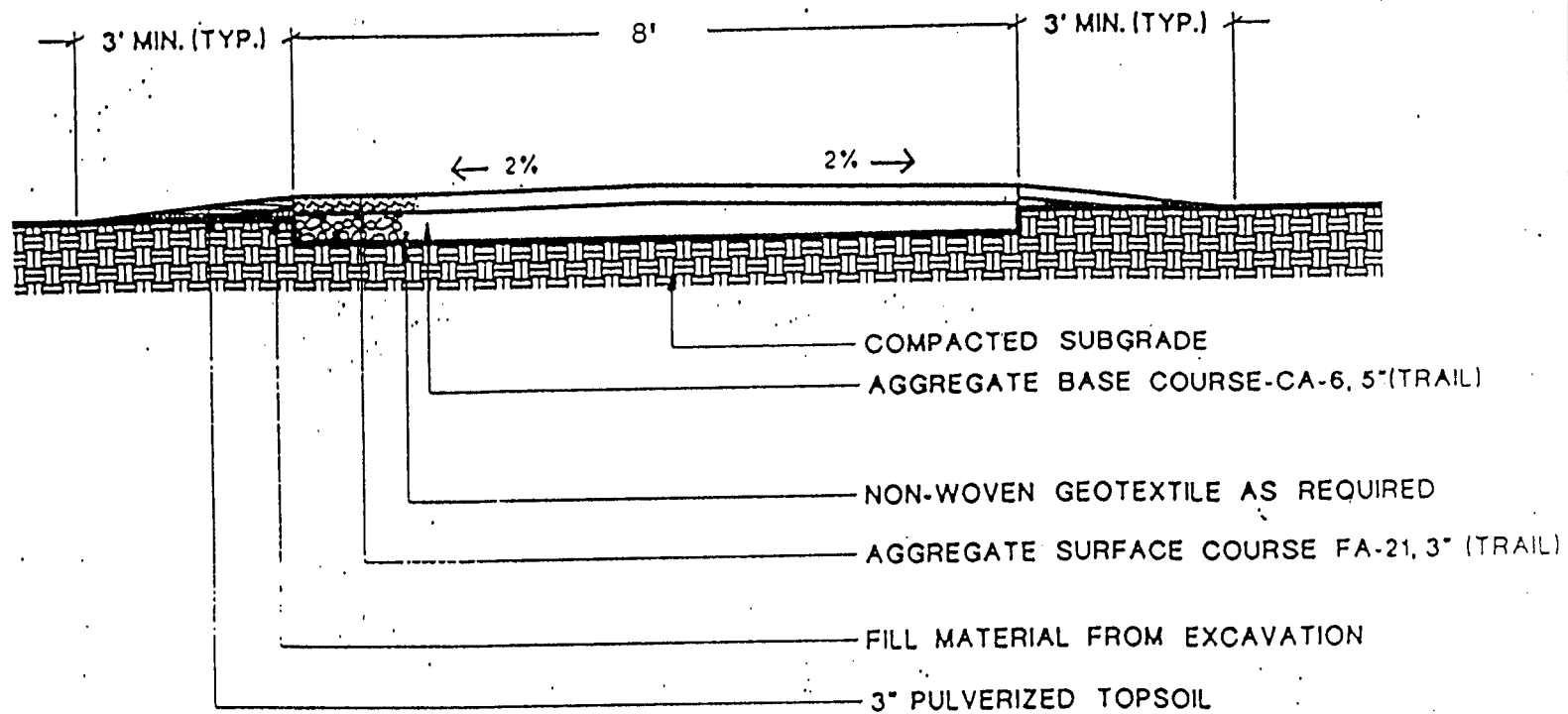
The product supplied under this specification shall be high-density polyethylene corrugated exterior/smooth interior pipe conforming with AASHTO M294. Flared End Sections shall be high-density polyethylene meeting ASTM D1248 and D3350 with 3% (min.) carbon black.

Coupling bands shall cover at least one full corrugation on each section of pipe. The end section shall engage a minimum of two pipe corrugations and secure with a threaded stainless steel rod and nuts.

20. LANDSCAPED BUFFERYARDS

The Landscaped Bufferyards shall consist of trees, shrubs, ground covers and grass pursuant to a written landscape plan approved by the Forest Preserve District which shall include, without limitation, such vegetation that shall provide adequate screening between residential home sites and the Trail.

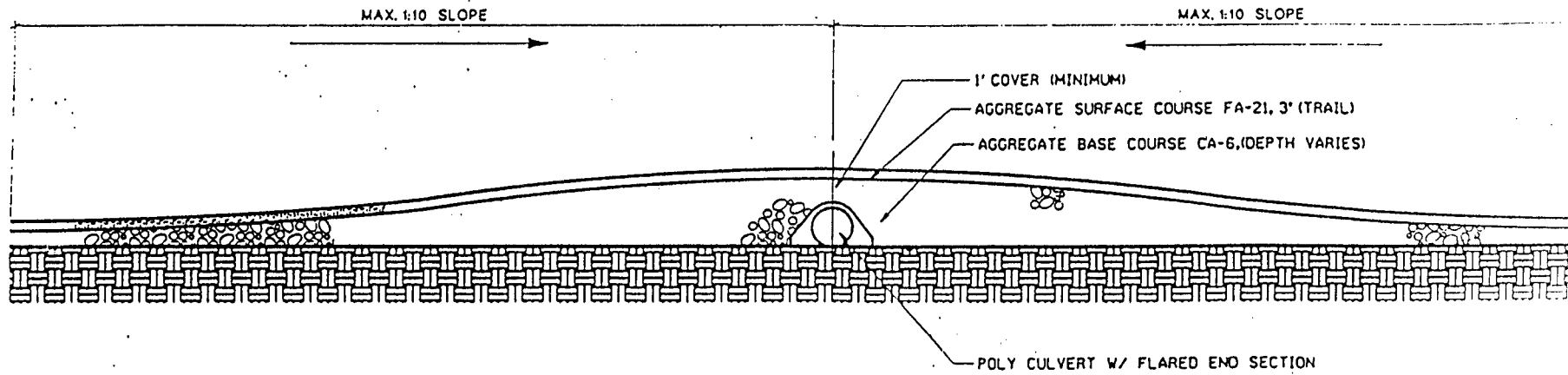
SCHEDULE I



A

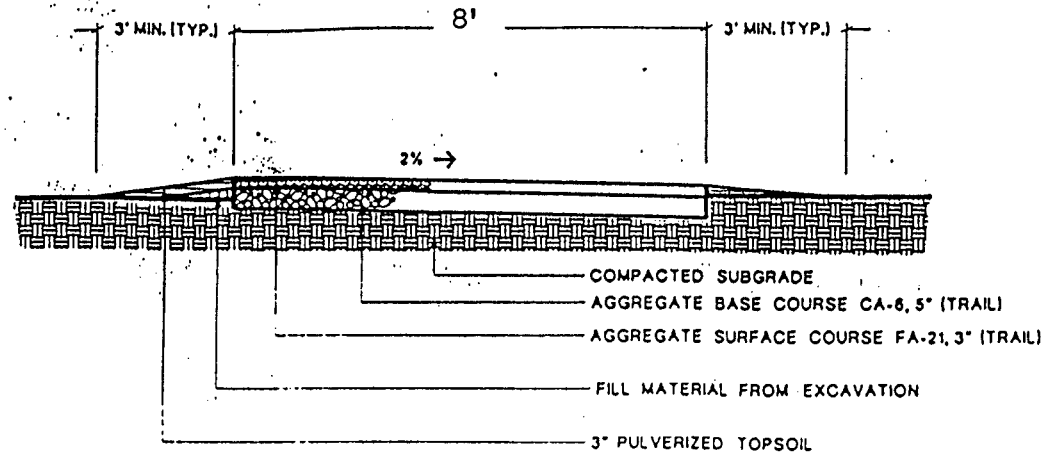
TRAIL SECTION-CROWN

SCALE: 3/8" = 1' - 0"



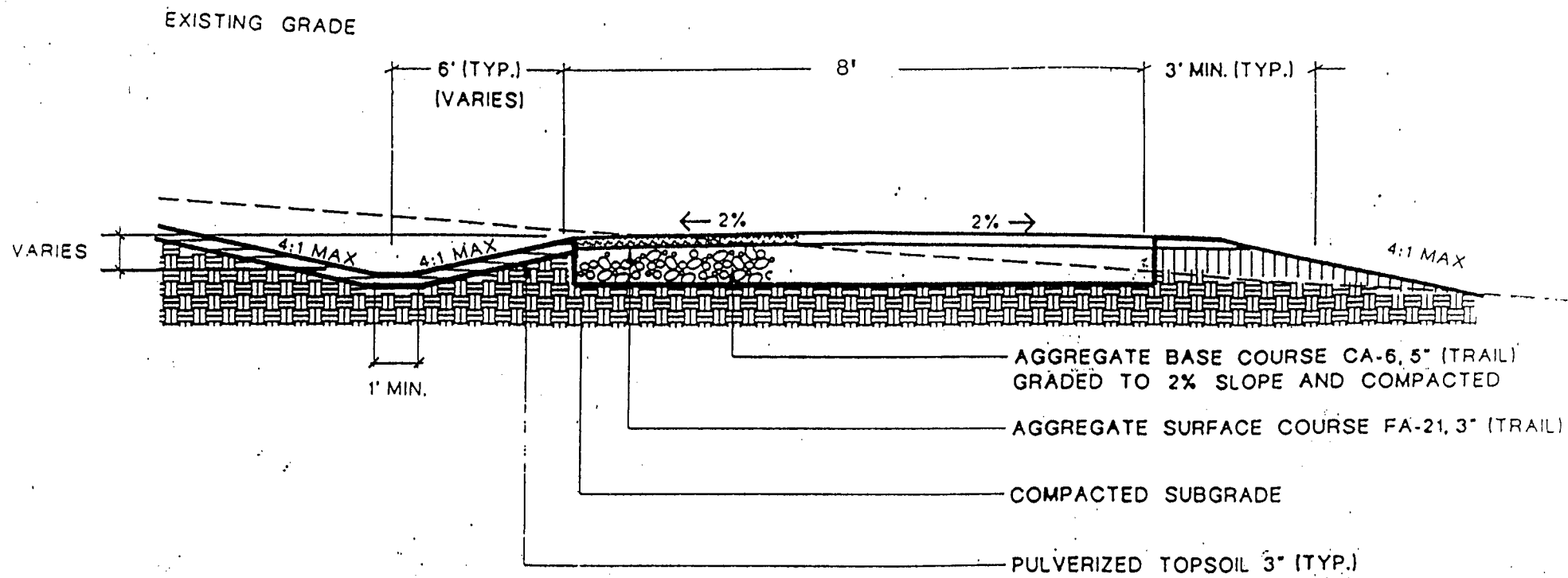
D

TRAIL PROFILE AT CULVERT
SCALE: 3/8" = 1' - 0"



B

TRAIL SECTION-SHEET DRAIN
SCALE: 3/8" = 1' - 0"



TRAIL SECTION-WITH DITCH

SCALE: 3/8" = 1' - 0"

EXHIBIT P
TO
INTERGOVERNMENTAL AGREEMENT

[LAKE COUNTY FOREST PRESERVE DISTRICT LETTERHEAD]

TRAIL RECEIPT

Reference is hereby made to the Intergovernmental Agreement dated _____, 1995 by, between and among the County of Lake, the Lake County Forest Preserve District, the Village of Lindenhurst, the Lindenhurst Sanitary District, and Westfield Homes of Illinois, Inc. (the "Intergovernmental Agreement").

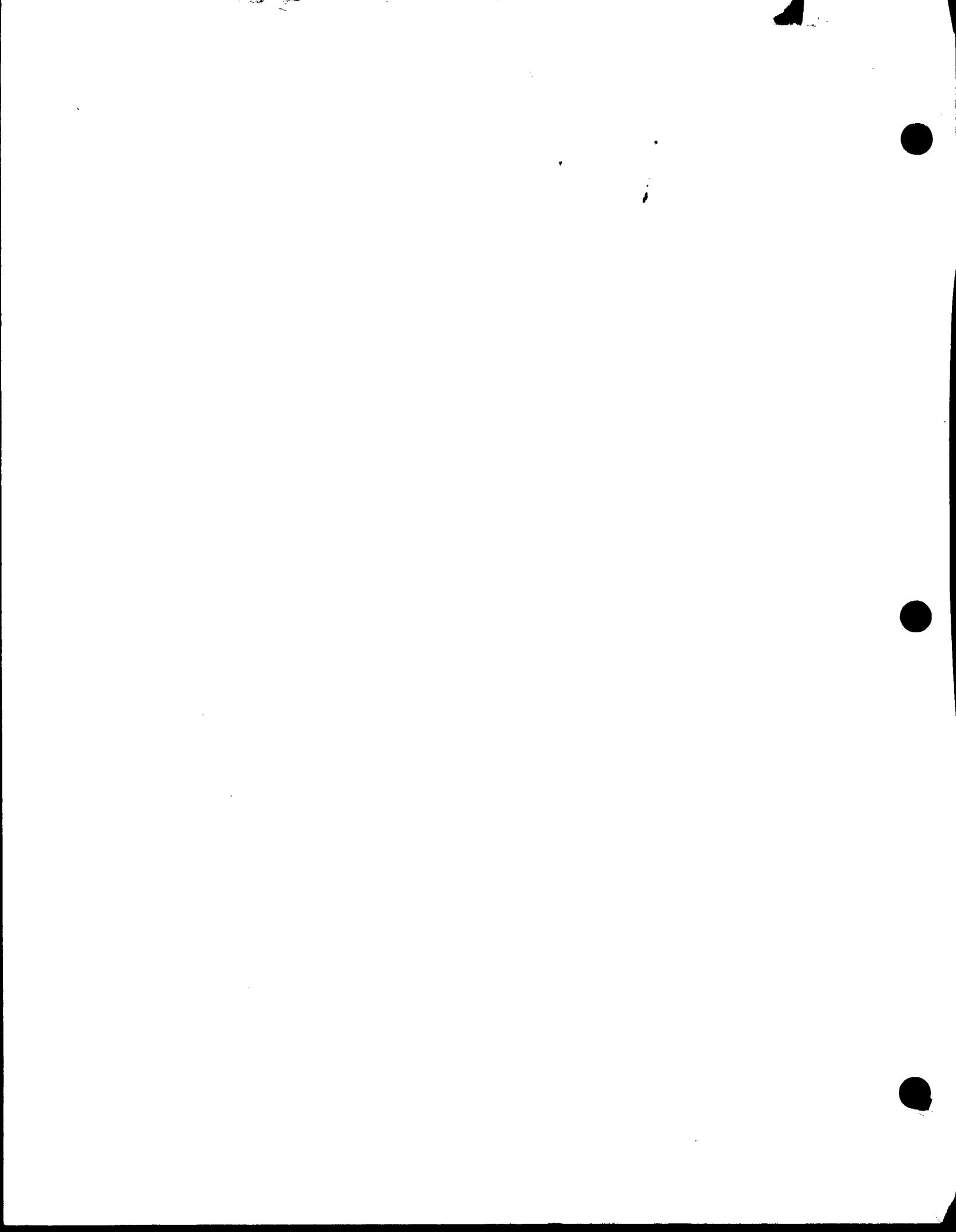
Pursuant to Paragraph 7.D.1 of the Intergovernmental Agreement, the Lake County Forest Preserve District hereby acknowledges receipt from Westfield Homes of Illinois, Inc. of the "Trail Fee" in the amount of \$_____ for the dwelling unit located at _____, Lindenhurst, Illinois.

DATED: _____, 199__

LAKE COUNTY FOREST
PRESERVE DISTRICT

By: _____

Its: _____



















LAKE COUNTY, ILLINOIS

A RESOLUTION APPROVING AND DIRECTING THE EXECUTION OF AN

INTERGOVERNMENTAL AGREEMENT

BY AND AMONG

THE COUNTY OF LAKE

THE LAKE COUNTY FOREST PRESERVE DISTRICT,

THE VILLAGE OF LINDENHURST,

THE LINDENHURST SANITARY DISTRICT,

AND

WESTFIELD HOMES OF ILLINOIS, INC.

WHEREAS, the County of Lake, the Lake County Forest Preserve District, the Village of Lindenhurst, and several other parties have, for over a year, been engaged in cooperative negotiations directed toward facilitating the orderly growth and expansion of the Village and neighboring areas of the County while, at the same time, providing significant benefits to the County, the District, and the people of Lake County; and

WHEREAS, those negotiations have resulted the development of a proposed intergovernmental agreement by and among the **COUNTY OF LAKE**, a unit of local government organized and existing under the Counties Code, 55 ILCS 5/1-1001 et seq. (the "County"), the **LAKE COUNTY FOREST PRESERVE DISTRICT**, a unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq. (the "Forest Preserve District"), the **VILLAGE OF LINDENHURST**, an Illinois municipal corporation, organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (the "Village"), the **LINDENHURST SANITARY DISTRICT**, a unit of local government organized and existing under the Sanitary District Act, 70 ILCS 2205/0.01, et seq. (the "Sanitary District"), and **WESTFIELD HOMES OF ILLINOIS, INC.**, an Illinois corporation ("Westfield"); and

WHEREAS, the proposed intergovernmental agreement (the "Intergovernmental Agreement") is substantially in accordance with the document attached to, and by this reference incorporated into, this Resolution as Exhibit A; and

WHEREAS, the Sanitary District currently provides sanitary sewer service within a facilities planning area, the current boundaries of which are depicted on Exhibit I to the Intergovernmental Agreement (the "Lindenhurst FPA"); and

WHEREAS, the Sanitary District and the Village desire to submit a request to the Northeastern Illinois Planning Commission ("NIPC") and the Illinois Environmental Protection Agency (the "IEPA") to expand the Lindenhurst FPA to include several additional parcels of land located north of the Lindenhurst FPA (the "FPA Expansion Parcels") (the Lindenhurst FPA and any and all of the FPA Expansion Parcels that are hereafter approved for inclusion in the Lindenhurst FPA are referred to herein as the "Lindenhurst Expanded FPA"); and

WHEREAS, the FPA Expansion Parcels are currently included in the County's Northeast Lake Facilities Planning Area (the "County FPA"); and

WHEREAS, the County is willing to support the transfer of the FPA Expansion Parcels from the County FPA to the Lindenhurst FPA, subject to the execution of a facilities planning area boundary agreement, as provided in the Intergovernmental Agreement, by and among the County, the Village and the Sanitary District; and

WHEREAS, the County, the Village, and the Sanitary District believe that their mutual best interests, and the best interests of the existing and future residents of the County, the Village, and the Sanitary District, will be served by an agreement among them providing for the transfer of the FPA Expansion Parcels from the County FPA to the Lindenhurst FPA and further providing for the establishment of permanent boundaries between the County FPA and the Lindenhurst Expanded FPA; and

WHEREAS, the County, the Forest Preserve District, and the Village have worked cooperatively to determine the best route for the planned relocation of U.S. Route 45 as it passes near and through the Village so as to minimize the impact of that relocation on properties owned by the Forest Preserve District and others (the "Relocated Route 45 Alignment") and wish to formally agree to use their mutual best efforts to support the relocation of U.S. Route 45 to the Relocated Route 45 Alignment; and

WHEREAS, the Intergovernmental Agreement provides numerous other benefits to the Forest Preserve District, the Village, and the other parties that will serve to promote the public health, safety and welfare and the best interests of all the residents of Lake County; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance, and units of local government may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, any power, privilege, or authority that may be exercised or enjoyed by a unit of local government may be exercised and enjoyed jointly with other units of local government, 5 ILCS 220/1 et seq. (1992); and

WHEREAS, the parties to the Intergovernmental Agreement are further empowered to enter into the Intergovernmental Agreement pursuant to the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq., the Counties Code, 55 ILCS 5/1-1-1 et seq., the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., the Sanitary District Act, 70 ILCS 2205/0.01, et seq., the Local Government

Property Transfer Act, 50 ILCS 605/0.01 et seq., and other applicable authority;

NOW, THEREFORE, BE IT RESOLVED by the County Board of Lake County, Illinois, THAT:

Section 1: Recitals. The recitals set forth above are, by this reference, incorporated into and made a part of this Resolution.

Section 2: Approval of Intergovernmental Agreement; Authorization to Execute. The Intergovernmental Agreement shall be, and it is hereby, approved. The Chairman of the County Board and the County Clerk are hereby authorized and directed, respectively, to execute and attest the Intergovernmental Agreement, in substantially the form attached hereto as Exhibit A, on behalf of the County; provided, however, that the Chairman and the Clerk shall not so execute and attest the Intergovernmental Agreement unless and until all of the other parties to the Intergovernmental Agreement have also approved, and authorized and directed the execution of, the Intergovernmental Agreement in substantially the form attached hereto as Exhibit A.

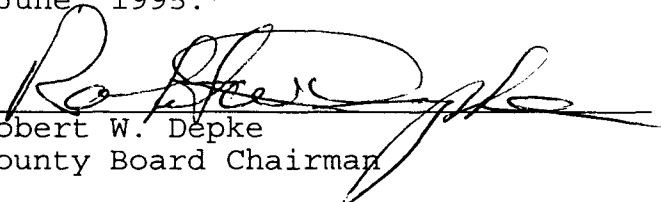
Section 3: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 12th day of June, 1995.

AYES:

NAYES:

APPROVED this 12th day of June, 1995.


Robert W. Depke
County Board Chairman

ATTEST:



Williard Helander
County Clerk

LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS

A RESOLUTION APPROVING AND DIRECTING THE EXECUTION OF AN

INTERGOVERNMENTAL AGREEMENT
BY AND AMONG
THE COUNTY OF LAKE
THE LAKE COUNTY FOREST PRESERVE DISTRICT,
THE VILLAGE OF LINDENHURST,
THE LINDENHURST SANITARY DISTRICT,
AND
WESTFIELD HOMES OF ILLINOIS, INC.

WHEREAS, the Lake County Forest Preserve District, the County of Lake, the Village of Lindenhurst, and several other parties have, for over a year, been engaged in cooperative negotiations directed toward facilitating the orderly growth and expansion of the Village and neighboring areas of the County while, at the same time, providing significant benefits to the District, the County, and the people of Lake County; and

WHEREAS, those negotiations have resulted the development of a proposed intergovernmental agreement by and among the **LAKE COUNTY FOREST PRESERVE DISTRICT**, a unit of local government organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq. (the "Forest Preserve District"), the **COUNTY OF LAKE**, a unit of local government organized and existing under the Counties Code, 55 ILCS 5/1-1001 et seq. (the "County"), the **VILLAGE OF LINDENHURST**, an Illinois municipal corporation, organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq. (the "Village"), the **LINDENHURST SANITARY DISTRICT**, a unit of local government organized and existing under the Sanitary District Act, 70 ILCS 2205/0.01, et seq., and **WESTFIELD HOMES OF ILLINOIS, INC.**, an Illinois corporation ("Westfield"); and

WHEREAS, the proposed intergovernmental agreement (the "Intergovernmental Agreement") is substantially in accordance with the document attached to, and by this reference incorporated into, this Resolution as Exhibit A; and

WHEREAS, Westfield is in part the owner and in part the contract purchaser of a parcel of land located within the Village (the "Westfield Development Property"); and

WHEREAS, Westfield has petitioned the Village for, and the Village has granted, approval of a special use permit for a planned unit development and of the preliminary plat of subdivision that would permit development of a portion of the Westfield Development Property for single family, townhouse, and multiple family residential uses (the "Westfield Development"); and

WHEREAS, to facilitate the Westfield Development and future developments in and around the Village, Westfield and the Village have requested that the Forest Preserve District grant two, 30-foot wide, long-term easements to the Village (the "Sewer and Water Easements"), one running north and south from the Forest Trail

Subdivision and eventually extending to the Country Place Subdivision and one running east and west from the Forest Trail Subdivision to the Forest View Park, to allow the construction, installation, operation, and maintenance of sanitary sewer lines and water lines across the Forest Preserve District's McDonald Woods Forest Preserve (the "Sewer and Water Easement Parcels"); and

WHEREAS, to facilitate the initial construction and installation of the aforementioned sanitary sewer lines and water lines, Westfield and the Village have requested that the Forest Preserve District also grant 20-foot wide temporary construction easements contiguous to the Sewer and Water Easement Parcels to the Village; and

WHEREAS, pursuant to Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6 (1992), the Forest Preserve District is authorized to grant easements for the construction, installation, operation, and maintenance of sewer and water facilities upon, under, or across its property; and

WHEREAS, the Forest Preserve District, the Village, and Westfield believe that their mutual best interests, and the best interests of the existing and future residents of the District, the Village, and the Westfield Development, will be served by the dedication, development, maintenance, and use of a 50-foot wide regional recreational trail for pedestrian and bicycle use, and such vehicular uses as the Forest Preserve District reasonably deems necessary and appropriate for maintenance and security purposes (the "Regional Recreational Trail"); and

WHEREAS, pursuant to Section 6 of the Downstate Forest Preserve District Act, 70 ILCS 805/6 (1992), the Forest Preserve District is authorized to acquire fee simple interests in real property by gift; and

WHEREAS, Westfield desires to donate to the Forest Preserve District, and the Forest Preserve District desires to accept from Westfield, a dedication of land for the installation, maintenance, and use of the Regional Recreational Trail; and

WHEREAS, subject to recovery in the manner provided in the Intergovernmental Agreement, the Forest Preserve District is willing to advance the costs of constructing and installing the Regional Recreational Trail; and

WHEREAS, the Forest Preserve District and the Village believe that it is in their mutual best interests, and in the best interests of present and future residents of the Forest Preserve District and the Village, that the Regional Recreational Trail be connected to the District's existing trail system by a series of connecting trails leading from public property and subdivisions within the Village; and

WHEREAS, the Forest Preserve District and the Village believe that it is in their mutual best interests, and in the best

interests of present and future residents of the Forest Preserve District, the Village and new residential areas to be developed within the Village in the future, that the Regional Recreational Trail be extended through lands expected to be annexed to, or approved for development by, the Village in the future and that additional trails, to be used for the same uses and constructed, installed, and maintained in the same manner as the Regional Recreational Trail, be installed within such future development properties; and

WHEREAS, the Forest Preserve District, the Village, and Westfield believe that their mutual best interests, and the best interests of the existing and future residents of the Forest Preserve District, the Village, and the Westfield Development, will be served if a portion of the historic farm currently located on the Westfield Development Property is preserved, developed, maintained, and operated as a farm heritage and tractor museum, for the education, pleasure, and recreation of the public; and

WHEREAS, Westfield desires to donate, or cause to be donated, to the Forest Preserve District, and the Forest Preserve District desires to accept from Westfield, or other appropriate Party, several of the historic farm buildings located on the Westfield Development Property, together with approximately 8.5 acres of land under and surrounding said buildings, to be preserved, developed, maintained, and operated as a farm heritage and tractor museum, for the education, pleasure, and recreation of the public (the "Bonner Farm"); and

WHEREAS, in fulfillment of its obligations under the Village's Subdivision Ordinance, Westfield has agreed to convey, or to cause to be conveyed, a 12.9 acre parcel of land adjacent to the Bonner Farm to the Lindenhurst Park District (the "Park Parcel"); and

WHEREAS, the Forest Preserve District is desirous of securing, and Westfield is desirous of providing, additional protections to assure that the Park Parcel will never be used in a manner inconsistent with, or detrimental to, the Bonner Farm; and

WHEREAS, the Village and Westfield are desirous of securing, and the Forest Preserve District is desirous of providing, additional protections to assure that the Bonner Farm will never be used in a manner inconsistent with, or detrimental to, the Park Parcel; and

WHEREAS, the Village is the owner of a parcel of land containing approximately 36.57 acres and located adjacent to Fourth Lake in Lake Villa Township (the "Fourth Lake Parcel"); and

WHEREAS, the Forest Preserve District and the Village believe that their mutual best interests, and the best interests of the existing and future residents of the Forest Preserve District and the Village will be served by the Village donating, or causing to be donated, to the Forest Preserve District the Fourth Lake Parcel, which donation will promote and increase preservation opportunities

for the residents of the County, the Forest Preserve District and the Village; and

WHEREAS, pursuant to the Local Government Property Transfer Act, 50 ILCS 605/.01 et seq., a local government may convey a parcel of property to another local government provided that the latter has passed an ordinance declaring that it is necessary or convenient for it to use, occupy, or improve the property for a public purpose and the former has passed a resolution authorizing the conveyance; and

WHEREAS, the County, the Forest Preserve District, and the Village have worked cooperatively to determine the best route for the planned relocation of U.S. Route 45 as it passes near and through the Village so as to minimize the impact of that relocation on properties owned by the Forest Preserve District and others (the "Relocated Route 45 Alignment") and wish to formally agree to use their mutual best efforts to support the relocation of U.S. Route 45 to the Relocated Route 45 Alignment; and

WHEREAS, the Intergovernmental Agreement provides numerous other benefits to the County, the Village, and the other parties that will serve to promote the public health, safety and welfare and the best interests of all the residents of Lake County; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance, and units of local government may contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, any power, privilege, or authority that may be exercised or enjoyed by a unit of local government may be exercised and enjoyed jointly with other units of local government, 5 ILCS 220/1 et seq. (1992); and

WHEREAS, the parties to the Intergovernmental Agreement are further empowered to enter into the Intergovernmental Agreement pursuant to the Downstate Forest Preserve District Act, 70 ILCS 805/.001 et seq., the Counties Code, 55 ILCS 5/1-1-1 et seq., the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., the Sanitary District Act, 70 ILCS 2205/0.01, et seq., the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq., and other applicable authority;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, THAT:

Section 1: Recitals. The recitals set forth above are, by this reference, incorporated into and made a part of this Resolution.

Section 2: Approval of Intergovernmental Agreement; Authorization to Execute. The Intergovernmental Agreement shall be, and it is hereby, approved. The President and Secretary of the District are hereby authorized and directed, respectively, to execute and attest the Intergovernmental Agreement, in substantially the form attached hereto as Exhibit A, on behalf of the District; provided, however, that the President and Secretary shall not so execute and attest the Intergovernmental Agreement unless and until all of the other parties to the Intergovernmental Agreement have also approved, and authorized and directed the execution of, the Intergovernmental Agreement in substantially the form attached hereto as Exhibit A.

Section 3: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 12th day of June, 1995.

AYES: 21

NAYES: 0

APPROVED this 12th day of June, 1995.



Jim Labelle, President
Lake County Forest Preserve District

ATTEST:

Corinne R. McMahon
Corinne R. McMahon, Secretary
Lake County Forest Preserve District