

FRANKFORT SQUARE PARK DISTRICT

RESOLUTION NO. 19-05-21

A RESOLUTION AUTHORIZING THE TRANSFER OF PROPERTY FROM THE FRANKFORT SQUARE PARK DISTRICT TO THE SOUTH SUBURBAN SPECIAL RECREATION ASSOCIATION

WHEREAS, the Frankfort Square Park District (the “Park District”) is organized for the purposes of owning, operating, and maintaining a system of public parks and open spaces; and

WHEREAS, the South Suburban Special Recreation Association (“SSSRA”), is an intergovernmental agency created and operating pursuant to 65 ILCS 11-95-2 and 70 ILCS 1205/8-10a-10b; and

WHEREAS, SSSRA built, owns and occupies the administrative and program building and bus garage situated on real property owned by the Park District and leased to SSSRA, located at 19910 80th Avenue, Tinley Park, Illinois (the real property owned by the Park District is hereinafter referred to as the “Subject Property”); and

WHEREAS, on April 25, 2019, SSSRA adopted Ordinance No. 2019-01 an Ordinance Declaring Need For Real Property Pursuant to the Local Government Property Transfer Act, And Approving and Authorizing Execution and Delivery of Purchase Agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the Park District Board of Commissioners desires to transfer the Subject Property to SSSRA, pursuant to the authority conferred by the Property Transfer Act; and

WHEREAS, the parties have negotiated an agreement to govern the terms of the Subject Property pursuant to the terms and conditions contained in the document attached hereto and incorporated herein by reference as Exhibit B (the “Purchase Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Frankfort Square Park District, as follows:

SECTION 1: Recitals. The foregoing recitals are hereby incorporated into this Resolution as findings of the Board of Commissioners.

SECTION 2: The Board of Commissioners hereby (a) approves transfer of the Subject Property to the SSSRA pursuant to the Purchase Agreement, (b) authorizes and directs the President and the Secretary to execute and attest to the Transfer Agreement, (c) authorizes and directs the President, the Secretary, the Executive Director, and the Park District attorney to take any additional appropriate actions, in conjunction with the necessary and appropriate actions of the City, to transfer all of the Park District’s rights and title in the Subject Property to the SSSRA.

Section 3. Effective Date. This Resolution will be in full force and effect from and after its passage by a vote of two thirds of the members of the Park District Board of Commissioners now holding office and approval.

PRESENTED to and **PASSED** by the Board of Commissioners of the Frankfort Square Park District this 16th day of May, 2019.

President

ATTEST:

Secretary

EXHIBIT A
SSRA ORDINANCE NO. 2019-01

DOCUMENT PENDING

EXHIBIT B
PURCHASE AGREEMENT

FRANKFORT SQUARE PARK DISTRICT

RESOLUTION #19-05-21

A RESOLUTION AUTHORIZING THE TRANSFER OF PROPERTY FROM THE FRANKFORT SQUARE PARK DISTRICT TO THE SOUTH SUBURBAN SPECIAL RECREATION ASSOCIATION

WHEREAS, the Frankfort Square Park District (the “Park District”) is organized for the purposes of owning, operating, and maintaining a system of public parks and open spaces; and

WHEREAS, the South Suburban Special Recreation Association (“SSSRA”), is an intergovernmental agency created and operating pursuant to 65 ILCS 11-95-2 and 70 ILCS 1205/8-10a-10b; and

WHEREAS, SSSRA built, owns and occupies the administrative and program building and bus garage situated on real property owned by the Park District and leased to SSSRA, located at 19910 80th Avenue, Tinley Park, Illinois (the real property owned by the Park District is hereinafter referred to as the “Subject Property”); and

WHEREAS, on April 25, 2019, SSSRA adopted Ordinance No. 2019-01 an Ordinance Declaring Need For Real Property Pursuant to the Local Government Property Transfer Act, And Approving and Authorizing Execution and Delivery of Purchase Agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit B; and

WHEREAS, the Park District Board of Commissioners desires to transfer the Subject Property to SSSRA, pursuant to the authority conferred by the Property Transfer Act; and

WHEREAS, the parties have negotiated an agreement to govern the terms of the Subject Property pursuant to the terms and conditions contained in the document attached hereto and incorporated herein by reference as Exhibit B (the “Purchase Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Frankfort Square Park District, as follows:

SECTION 1: Recitals. The foregoing recitals are hereby incorporated into this Resolution as findings of the Board of Commissioners.

SECTION 2: The Board of Commissioners hereby (a) approves transfer of the Subject Property to the SSSRA pursuant to the Purchase Agreement, (b) authorizes and directs the President and the Secretary to execute and attest to the Transfer Agreement, (c) authorizes and directs the President, the Secretary, the Executive Director, and the Park District attorney to take any additional appropriate actions, in conjunction with the necessary and appropriate actions of the City, to transfer all of the Park District’s rights and title in the Subject Property to the SSSRA.

Section 3. Effective Date. This Resolution will be in full force and effect from and after its passage by a vote of two thirds of the members of the Park District Board of Commissioners now holding office and approval.

PRESENTED to and **PASSED** by the Board of Commissioners of the Frankfort Square Park District this 16th day of May, 2019.

President

ATTEST:

Secretary

EXHIBIT A
SSRA ORDINANCE NO. 2019-01

EXHIBIT B
PURCHASE AGREEMENT

**AGREEMENT FOR TRANSFER OF REAL PROPERTY IN ACCORDANCE WITH THE LOCAL
GOVERNMENT PROPERTY TRANSFER ACT**

This Agreement ("Agreement") is hereby made this 17th day of May, 2019 ("Effective Date"), by and between South Suburban Special Recreation Association through its member agencies ("Purchaser"), and Frankfort Square Park District ("Seller"). Purchaser and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

- A. Purchaser is an intergovernmental agency created and operating pursuant to 65 ILCS 11-95-2 and 70 ILCS 1205/8-10a—8-10b.
- B. Seller is an Illinois unit of local government and is owner of record of an approximately 20.96 acre parcel of unimproved real property located west of and adjacent to 80th Avenue, south of 191st Street in Will County, Illinois, depicted and described in **Exhibit No. 1** attached hereto and incorporated herein ("Outlot N").
- C. Seller and Purchaser entered into a lease agreement and an IGA ("2002 Lease" and "2002 IGA" respectively) under which Seller leased a portion of Outlot N to Purchaser and Purchaser constructed its administrative office building ("Building") and bus garage ("Garage") thereon.
- D. Purchaser and Seller acknowledge and agree that Purchaser is owner of the Building and Garage where situated on Outlot N, and that Purchaser has occupied the Building, Garage and related grounds exclusively and continuously from initial occupancy to the Effective Date.
- E. Purchaser desires to purchase from Seller and Seller desires to sell to Purchaser a portion of Outlot N depicted and legally described below, as contemplated by the 2002 lease and the 2002 IGA; and the Parties desire to enter into certain access, parking and utility easements in relation to the sale of the Property.
- F. Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government such as park districts and special recreation associations to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance.
- G. Purchaser and Seller have authority to complete this transfer of real property under the provisions of the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.
- H. Section 8-10b of the Park District Code and Section 11-95-14 of the Illinois Municipal Code authorize special recreation associations to acquire real estate by gift, legacy, grant or purchase.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

SECTION ONE. RECITALS. The foregoing recitals are fully incorporated into this Agreement. All exhibits referenced in this Agreement are hereby incorporated into and made a part of this Agreement.

SECTION TWO. CONVEYANCE OF REAL ESTATE. Seller hereby agrees to sell and convey to Purchaser and Purchaser hereby agrees to purchase from Seller, subject to and pursuant to the provisions of this Agreement, and after taking all necessary and appropriate actions required under the Illinois Local Government Property Transfer Act, fee simple title to the real estate depicted and legally described in **Exhibit No. 2** attached hereto and incorporated herein by this reference (“Property”) together with all easements, alleys, rights, privileges, tenements, hereditaments, uses and interests appurtenant to the Property (collectively the “Appurtenances”). The Parties acknowledge that the legal description will be added to **Exhibit No. 2** once completed by Purchaser’s surveyor.

SECTION THREE. PURCHASE PRICE, EARNEST MONEY. The purchase price for the Property shall be an amount equal to the sum of One Hundred Thousand and No/100 Dollars (\$100,000) plus or minus costs, credits and prorations as set forth herein. Within seven (7) business days from the Effective Date, Purchaser shall pay to Chicago Title as escrowee the sum of Five Thousand and No/100 Dollars (\$5,000) as and for earnest money (“Earnest Money”). The Earnest Money shall be placed in a Strict Joint Order Escrow, and shall be credited to Purchaser at Closing.

SECTION FOUR. POSSESSION. Possession of the Property shall be delivered to Purchaser on the Closing Date.

SECTION FIVE. ESCROW. The Closing shall be consummated through an escrow (the “Escrow”) with the Title Company, as escrowee, which Escrow conforms to the provisions of this Contract. The cost of the Escrow shall be paid by Purchaser. The Escrow shall provide that Purchaser’s obligation to consummate the Closing is conditioned on the issuance by the Title Company to Purchaser, concurrently with the disbursement to Seller of the Purchase Price, of a 2006 ALTA Owner’s Title Insurance Policy in the amount of the Purchase Price (the “Title Policy”) covering the Property and containing the general and standard exceptions, stipulations and exclusions contained in the standard form of said Title Policy, and further containing only the exceptions to title set forth in Section Six below and such other exceptions to title subject to which Purchaser agrees or shall be deemed to have agreed to accept pursuant to the provisions of this Contract (collectively, the “Permitted Exceptions”).

SECTION SIX. TITLE INSURANCE. Prior to the Effective Date, Purchaser procured a title insurance commitment for Outlot N at its expense, which is now out of date. Within thirty (30) days after the Effective Date, Purchaser shall procure at its expense an updated title insurance commitment (the “Commitment”) from First American Title Insurance Company (“Title Company”) in the amount of the Purchase Price, covering title to the Property and all improvements thereon as well as copies of all recorded documents referred to in the Commitment. The Commitment shall include commitments to issue an extended coverage endorsement, an ALTA 3.1 zoning endorsement including coverage for the number of permitted parking spaces, an access endorsement with respect to each dedicated public street or alley adjacent to the Real Estate, a location endorsement, and a survey endorsement stating that the insured parcel is identical to the parcel described and depicted on the survey delivered prior to Closing. Purchaser shall be solely responsible for all title costs, extended coverage, and endorsements. In the event the Commitment shall reflect encumbrances (except for encumbrances of a definite or ascertainable amount that Seller covenants and agrees will be removed at or prior to closing by payment from sales proceeds), or other conditions not acceptable to Purchaser in its sole and absolute discretion (“Defects”), and Purchaser so notifies Seller in writing of any Defects within thirty (30) days after the Commitment is delivered to Seller, Seller shall have thirty (30) days from the date of Purchaser’s written notice to Seller of such Defects within which to cure the Defects at Seller’s sole cost and expense. If Seller fails to remove

or obtain a title endorsement over the Defects, then Purchaser may accept the Defects or Purchaser may terminate this Agreement. If Purchaser does not notify Seller of any Defects within thirty (30) days from the day the Commitment is delivered to Seller, the Commitment shall be considered acceptable to Purchaser and Purchaser shall take title subject to the encumbrances and conditions contained therein. Seller shall not sell, lease, transfer, assign or encumber the Property or all or any portion of Outlot N in any manner prior to the Closing.

SECTION SEVEN. SURVEY. Within thirty (30) days after the Effective Date, Purchaser shall procure, at its sole cost and expense, a current plat of survey for the Property (the "Survey") certified by the surveyor(s) as having been made in compliance with current ALTA/ACSM standards showing total acreage, showing no encroachments, showing all easements (whether recorded or visible), setback lines, adjacent real estate, all streets, roadways, alleys and rights of way, the legal description of the Property and certified to both Purchaser and the Title Company. The Survey may include the following Table A items: 1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 8, 9, 11, 17 and 19. In the event the Survey shall reflect any matters not acceptable to Purchaser in its sole and absolute discretion ("Survey Defects"), and Purchaser so notifies Seller in writing of any Defects within thirty (30) days after the Survey is delivered to Seller, Seller shall have thirty (30) days from the date of Purchaser's written notice to Seller of such Survey Defects within which to cure the Survey Defects. If Seller fails to cure the Survey Defects to Purchaser's sole satisfaction, then Purchaser may accept the Survey Defects or Purchaser may terminate this Agreement in which case the Parties shall be released from further obligation and liability hereunder. If Purchaser does not notify Seller of any Defects within thirty (30) days from the day the Survey is delivered to Seller, the Survey shall be considered acceptable to Purchaser and Purchaser shall take title subject to the encumbrances and conditions contained therein.

SECTION EIGHT. DUE DILIGENCE AND CONTINGENCIES. Purchaser shall have the right to independently investigate all aspects of the Property for a period of forty-five (45) days following the Effective Date (the "Due Diligence Period"). Purchaser agrees to indemnify and hold harmless Seller and Seller's elected officials, employees, volunteers and program participants from any claim, loss or damage arising from Purchaser's acts or omissions related to Purchaser's right to perform such due diligence activities on the Property. If at any time during the Due Diligence Period, Purchaser is not satisfied (in its sole and absolute discretion) with its due diligence, Purchaser may (in its sole and absolute discretion) terminate this Agreement by written notice to Seller in which case the Parties shall be released from further obligation and liability hereunder.

SECTION NINE. PUD AMENDMENT, LOT DIVISION, SUBDIVISION, ZONING. During the Due Diligence Period, Purchaser may proceed to obtain any and all approvals necessary to establish the Property as a conforming lot, from Will County, the Village of Tinley Park (the "Village") and any other association or unit of government with jurisdiction, for PUD amendment, lot division, subdivision, zoning, and any and all other legal entitlements, authorizations, or approvals as Purchaser may in its sole discretion deem necessary and appropriate (the "Approvals") prior to Closing. Seller agrees to cooperate with Purchaser in seeking the Approvals, including but not limited to providing Purchaser with any material information it may have relative to the Property or Outlot N and executing such applications and delivering such consents, if any, as may be required or necessary to process the approval requests. If Purchaser is unable to obtain any one or more of the Approvals upon terms and conditions reasonably acceptable to Purchaser, and Purchaser so notifies Seller on or before forty-five (45) days after the Effective Date, then Purchaser may terminate this Agreement by written notice to Seller, and thereafter Parties shall be released from further obligation and liability hereunder. Seller acknowledges that Purchaser's duty to

close this transaction shall be contingent upon Purchaser's ability to proceed with and secure the Approvals.

SECTION TEN. SELLER'S WARRANTIES, REPRESENTATIONS AND INDEMNIFICATIONS. To induce the Purchaser to execute, deliver and perform this Agreement and without regard to any independent investigations made by Purchaser, Seller hereby represents and warrants to Purchaser as follows, which representations shall be deemed remade at, and shall expressly survive, the Closing:

- A. Seller is an Illinois unit of local government, duly organized, validly existing and in good standing under the laws of the State of Illinois.
- B. Seller has full right, power and authority to enter into this Agreement and to perform its obligations hereunder upon approval of this Agreement by Seller's Board of Commissioners.
- C. Neither Seller nor, to the best of Seller's knowledge, any previous owner of the Property or any third party has (i) used, generated, stored, transported, treated, or disposed of any Hazardous Substance on Outlot N, or (ii) informed any governmental authority or agency, federal, state or local, or any private entity, including, but not limited to, any prior owners of Outlot N, of the presence, release, placement on or in Outlot N, or the generation, transportation, storage, treatment or disposal at Outlot N of any Hazardous Substance. No proceeding, suit, administrative action or examination, demand or claim of any type has been instituted, or to the best of Seller's knowledge, is contemplated or threatened against Outlot N, the Property (or any part of either) or the Seller, and Seller is not aware of any pending or threatened litigation, proceedings, administrative action or examination, demand or claim in which any person or entity alleges the presence, release, threat of release on or in the Property, of any spills or Hazardous Substances (hereinafter defined) that have occurred on or off the Property as a result of any construction on, or operation and use of Outlot N or the Property.
- D. Seller has not received any notice from any governmental authority of any zoning, building, fire or health code violations in respect to the Property that have not been delivered to Purchaser.
- E. All bills and invoices for labor and material of any kind contracted for or incurred by Seller relating to Outlot N have been paid in full, (provided that 150% of any disputed bills, invoices or amounts shall be escrowed at Closing, with said escrowed funds only released upon receipt of final waivers of lien and/or waivers of claim from the materialmen, laborers or other service or material providers claiming payment), and there are no mechanic's liens or other claims outstanding or available to any party in connection with Outlot N, except such liens or other claims as may arise as a result of any act of Purchaser.
- F. There is no action, suit, proceeding or governmental or administrative investigation pending or, to the best of the knowledge of Seller, threatened against Seller which might, severally or in the aggregate, materially and adversely affect Outlot N. There is no threatened litigation, condemnation or special assessment affecting Outlot N; Seller has complied with and is not in default in any material respect under any laws, ordinances, requirements, regulations or orders applicable to its operations on Outlot N, and Seller has received no notice of any claimed default with respect to any of the foregoing.

- G. The Property will at the time of Closing be in substantially the same condition as it is on the Effective Date, normal wear and tear, and any change in condition arising from the actions or omissions of Purchaser, excepted. Seller shall commit no waste on the Property between the Effective Date and Closing.
- H. The execution and delivery of this Agreement by Seller following approval by Seller's Board of Commissioners and the consummation of the transaction contemplated herein have been duly authorized by Seller and that (i) no other corporate acts or proceedings on the part of Seller are necessary to authorize the transaction contemplated herein, (ii) this Agreement constitutes the valid and binding agreement of Seller and does not contain any provision which would render it unenforceable against Seller, (iii) neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated herein will violate any provision of the Illinois Park District Code, Seller's ordinances, resolutions, motions, orders or other official enactment of Seller's Board of Park Commissioners; and (iv) the individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are duly authorized to sign the same on Seller's behalf and to bind Seller thereto.
- I. Seller has the right to sell, convey, transfer and assign to Purchaser all of the Property free and clear of any liens, claims, options, charges, mortgages, pledges, encumbrances, sales agreements and rights of others.
- J. Other than Purchaser's rights, there are no options or rights in any party to purchase, or acquire any ownership interest in the Property, and the Property is not subject to any executory contracts of sale, rights of first refusal, options or lease.
- K. There are no liens, claims or encumbrances against the Property other than the rights of Purchaser and Defects disclosed in the Survey or Commitment or both, and accepted by Purchaser pursuant to Sections 6 and 7 herein.

Purchaser is relying on each and all of the representations and warranties made herein on behalf of Seller as a material inducement to Purchaser's execution hereof. Prior to the execution of this Agreement, Seller has delivered to Purchaser such materials in its possession that it reasonably deems relevant to Purchaser's investigations of the Property. To the best of Seller's knowledge, these materials, prepared internally and by Seller's outside consultants, are believed to be accurate.

- L. Seller agrees to indemnify, defend and hold harmless Purchaser, its officers, employees, member entities, agents, successors and assigns (the "Indemnified Parties") for any and all damages, claims, losses, liabilities, and expenses, including without limitation, reasonable legal, accounting, consulting, engineering and other expenses, which may be imposed upon or incurred by the Indemnified Parties or any other parties, arising in any manner out of or in connection with either or both of the following: (i) Seller's use, ownership and operation of Outlot N (other than the Property) through the Closing date; and (ii) any of the foregoing representations and warranties made by Seller in this Agreement are not true and correct in all material respects at any time during the pendency of this Agreement. Purchaser agrees to indemnify, defend and hold harmless Seller, its officers, employees, agents, successors and assigns ("Seller's Indemnified Parties") for any and all damages, claims, losses, liabilities, and expenses, including without limitation, reasonable legal, accounting, consulting and engineering expenses, which may be imposed upon

or incurred by the Seller's Indemnified Parties or any other parties, arising in any manner out of or in connection with either or both of the following: (i) Purchaser's use, operation, and occupancy of the Property through the closing date; and (ii) Purchaser's material breach of any of the provisions of this Agreement.

SECTION ELEVEN. CLOSING.

- A. The obligations of Purchaser under this Agreement shall be subject to satisfaction of the following conditions ("Conditions") at or prior to Closing, any of which may be waived by Purchaser. In the event that Closing does not occur due to any of the following Conditions not being met, Purchaser may terminate this Agreement by written notice to Seller.
- 1) Approval of this Agreement by a majority of the members of Purchaser's Board of Directors.
 - 2) The representations and warranties of Seller contained herein shall have been true and correct in all material respects as of Effective Date and shall be true and correct in all material respects as of Closing.
 - 3) Seller shall have performed all terms and conditions required by this Agreement to be performed by it at or prior to Closing.
 - 4) The execution and delivery by Seller to Purchaser of the closing documents at the Closing are legally adequate to vest in Purchaser all of Seller's right, title and interest in and to the Property free and clear of all liens, claims and encumbrances whatsoever except as described and accepted by Purchaser on the Survey or Title Commitment or as described in Sections 6 and 7 hereof.
 - 5) Within thirty (30) days after the Effective Date, Seller shall deliver to Purchaser a certified copy of the resolution duly adopted by (a) the Board of Park Commissioners as may be required under Illinois law to make this Agreement binding upon and legally enforceable against Seller, and (b) other documentation certified by an officer of Seller and reasonably satisfactory in form and substance to Purchaser, duly authorizing the execution of this Agreement and performance by Seller of the transaction contemplated herein.
 - 6) Within thirty (30) days of the Effective Date, Purchaser shall deliver to Seller a certified copy of the Purchaser's ordinance duly adopted by Purchaser authorizing execution of this Agreement and performance by Purchaser of the transaction contemplated herein.
 - 7) Time. Provided all of the Conditions have been satisfied in Purchaser's sole discretion, and Purchaser shall not have exercised its right to terminate this Agreement pursuant to Sections 6, 7, 8 or 9, the Closing shall occur on or before , July 30, 2019. The Closing shall be through the escrow to be established at the Title Company as described in Section Five above. The Parties further agree that if a

dispute arises that may delay a Closing and if the dispute can be reasonably resolved by the escrowing of money by Purchaser or Seller, the Parties will use their best efforts to proceed to close with the execution of an escrow agreement reasonably approved by their respective attorneys. In the event the Conditions have been satisfied, Purchaser shall not have exercised its right to terminate this Agreement pursuant to Sections 6, 7, 8 or 9, and closing has not occurred on or before July 30 due to no fault of Seller, Seller may terminate this Agreement.

- 8) Place. The Closing shall be held at a mutually acceptable office of the Title Company and in the absence of any agreement thereon at the offices of the Title Company in, or closest to, the Village of Tinley Park, Illinois.
- 9) Documents. Seller and Purchaser shall deliver at Closing the following executed documents in form and content acceptable to the Party to whose benefit such document runs:
 - i. Deed. A recordable Warranty Deed conveying good and marketable title to the Property from the Seller to Purchaser, in the condition required by this Agreement subject only to the Permitted Exceptions and
 - a. General real estate taxes not yet due and payable as of the closing date.
 - b. Special assessments not yet due and payable as of the date of closing; building and building line restrictions, conditions and covenants of record, zoning laws and ordinances.
 - ii. Title Insurance Policies. Fully paid, at the sole cost of Purchaser, ALTA Owner's Policy of Title Insurance in the amounts and containing all endorsements described in Section Six above, dated as of the date of Closing, insuring that title is vested in Purchaser, including coverage in the amount specified in Section Six and subject to no exceptions of title other than those approved by Purchaser in accordance with Section Six above.
 - iii. Affidavits. Affidavit(s) stating that: (1) there are no unrecorded liens, encumbrances or unrecorded or oral leases or agreements affecting the Property, (2) Seller is not a foreign person or entity, and (3) such other affidavits as Purchaser or the Title Company may reasonably require, including, but not limited to, an ALTA Statement and Affidavit of Title.
 - iv. Closing Statement. Four (4) signed copies of a closing statement.
 - v. Authority. Such evidence or documents as may be reasonably required by the Parties, or the Title Company evidencing the status and capacity of Seller and Purchaser and the authority of the person or persons who are executing the various documents on behalf of Seller and Purchaser in connection with the sale and purchase of the Property.

- vi. Other Documents. Such other documents required by this Agreement and/or which Purchaser, governmental law, regulation, or the Title Company may reasonably require.
- 10) Payment. Consideration for this transaction shall be paid at Closing as described in Section Three of this Agreement.
- 11) Real Estate Taxes. Seller represents and warrants that the Property is exempt from general and special real estate taxes and other state or city taxes. In the event that any taxing authority imposes any general or special real estate taxes, leasehold taxes or other taxes impacting the Property, such taxes shall be the sole responsibility of the Seller for the relevant tax period through and including the date of the Closing. Any general or special real estate taxes for the period prior to Closing but not due and owing until after Closing shall be prorated as of the date of Closing based on 105% of the most recently ascertainable tax bill. Seller shall defend, save and hold harmless the Purchaser, its officers, employees, member agencies, representatives and agents from and against any and all liabilities, costs, claims, damages and expenses (including reasonable attorneys' fees and costs of suits) arising from or related to any claim in connection with real estate taxes for Outlot N for the three year period prior to and up to the date of Closing.
- 12) Transfer Taxes. Parties acknowledge that this transaction will be exempt from the payment of transfer taxes under current law. Any transfer or sales tax, including tax (es) on the Deed, shall be paid by the respective Parties pursuant to applicable state, county and local law/custom.
- 13) Recording Fees. Recording the Deed will be at Purchaser's expense. Recording of any document(s) required to remove any Unpermitted Exceptions shall be at Seller's expense.
- 14) Brokers. Each Party hereto represents to the other Party that no broker was involved in this transaction or is due a commission, fee or charge with respect to the transaction contemplated hereby. Each Party shall indemnify and hold the other Party harmless from all damages, judgments, liabilities and expenses (including reasonable attorneys' fees) arising from any claims or demands of any broker, agent or finder with whom the indemnifying Party is claimed to have dealt with for any commission or fee alleged to be due in connection with this Agreement. The representations and indemnities contained in this Sub-section shall survive Closing.
- 15) Escrow Fees. Any escrow fees charged by the Title Company shall be paid by Purchaser at Closing, except for any "New York Style" closing fees if either Party elects to have a New York Style closing. In the event of such election, the Party making such election shall bear any additional costs attributable to that election, and the Parties agree to sign and deliver GAP undertakings customarily required by the Title Company.

SECTION TWELVE. DEFAULT, REMEDIES.

- A. In the event Purchaser defaults under the terms and conditions of this Agreement and Seller is not in default hereunder, Purchaser shall have thirty (30) days after receipt of written notice of default from Seller to cure the default, provided that in the event Purchaser has, within said initial thirty (30) day period, commenced to cure the default identified in the notice to default, Purchaser shall have such additional time as may be reasonably necessary to cure the default, not to exceed sixty (60) days after expiration of the initial thirty (30) day period. In the event Purchaser is unable to cure the default specified in the notice, Seller's sole remedy shall be retention of the Earnest Money.
- B. In the event Seller defaults under the terms and conditions of this Agreement and Purchaser is not in default of this Agreement, Seller shall have thirty (30) days after receipt of written notice of default from Purchaser to cure the default, provided that in the event Seller has, within said initial thirty (30) day period, commenced to cure the default identified in the notice of default, Seller shall have such additional time as may be reasonably necessary to cure the default, not to exceed sixty (60) days after expiration of the initial thirty (30) day period. In the event Seller is unable to cure the default specified in the notice, Purchaser may exercise any or all of the following remedies: (a) terminate this Agreement by written notice to Seller; (b) waive Seller's default and proceed to the Closing; (c) seek all other legal or equitable remedies available to it; (d) specifically enforce this Agreement, the Parties agreeing that legal remedies are insufficient to make Purchaser whole in the event of Seller's default.

SECTION THIRTEEN. EASEMENTS.

- A. **Agreement to Grant and Convey Cross Access and Parking Easement:** Each Party shall execute and deliver to the other Party at Closing the Agreement to Grant and Convey Cross Access and Parking Easements, attached hereto as **Exhibit No. 3**. Failure on the part of either Party to execute and deliver said Cross Access and Parking Easement shall constitute a material breach of this Agreement and the non-breaching Party may pursue its remedies for breach as set forth in Section Twelve of this Agreement.
- B. **Agreement to Grant and Convey Utility Easements:** Each Party shall execute and deliver to the other Party at Closing an agreement to grant and convey such utility easements as may be required for each party to operate, maintain and repair utility improvements that directly service their respective properties. The necessity for, and the terms and conditions of any such utility easement shall be subject to the approval of each Party's attorney, which shall not be unreasonably withheld, delayed or conditioned. Failure on the part of either Party to execute and deliver a utility easement required under this Section 13B shall constitute a material breach of this Agreement and the non-breaching Party may pursue its remedies for breach as set forth in Section Twelve of this Agreement.

SECTION FOURTEEN. MUTUAL WAIVER AND RELEASE. At Closing, Seller and Purchaser shall waive and release any and all claims, losses, or causes of action against the other Party, arising from any act or omission whether in contract, tort or other any other basis, accruing on or before the Effective Date.

SECTION FIFTEEN. NON-DISPARAGEMENT. Each Party covenants, represents and warrants to the other Party that neither it, nor any of its agents, members, commissioners, officers, elected or appointed officials, affiliates, successors, assigns, employees, or directors will in any way publicly disparage, call into disrepute, defame, slander or otherwise criticize the other party or such other Party's agents, members,

commissioners, officers, elected, or appointed officials, affiliates, successors, assigns, employees, directors, attorneys, or representatives, or any of their respective activities, facilities, services, or programs in any manner that would damage the business or reputation of the other Party, its activities, facilities, services, or programs, or their agents, members, commissioners, officers, elected or appointed officials, affiliates, successors, assigns, employees, directors, attorneys or representatives.

SECTION SIXTEEN. MUTUAL COOPERATION. Seller and Purchaser shall each take all reasonable actions necessary or appropriate to carry out the provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Seller and Purchaser as reflected by such terms, including, without limitation, the giving of such notices, the holding of such public meetings, and the pursuit of government approvals as may be necessary to enable Seller's and Purchaser's compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of Seller and Purchaser as reflected by said terms.

SECTION SEVENTEEN. GENERAL PROVISIONS.

- A. **Notices.** All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 17. The address of any Party may be changed by written notice to the other Party. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received upon receipt. Notices and communications to the Parties must be addressed to, and delivered to, the following addresses:

If to Purchaser: South Suburban Special Recreation Association
19910 80th Avenue
Tinley Park, IL 60487
Attention: Janet Porter, Executive Director

With a copy to: Robbins Schwartz
55 W. Monroe St., Suite 800
Chicago, Illinois 60603-5144
Attention: Steven B. Adams

If to District: Frankfort Square Park District
7540 Braemar Lane
Frankfort, IL 60423
Attention: Jim Randall

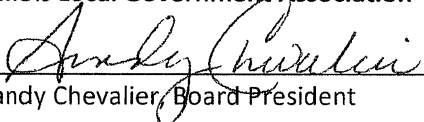
With a copy to: Ancel Glink
140 S. Dearborn Street, 5th Floor
Chicago, Illinois, 60603
Attention: Robert K. Bush

- B. **Amendment.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.
- C. **Non-Waiver.** The failure of either Party to exercise at any time any right granted to such Party shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect either Party's right to enforce that right or any other right.
- D. **Severability.** If any provision of this Agreement is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this Agreement shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of that provision in any other situation.
- E. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral.
- F. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person may be made, or be valid, against Purchaser or the Seller.
- G. **Captions and Paragraph Headings.** Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

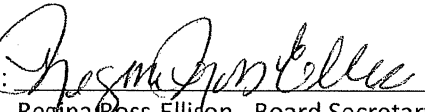
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the date first above written.

**SOUTH SUBURBAN SPECIAL
RECREATION ASSOCIATION,
an Illinois Local Government Association**

By: 
Sandy Chevalier, Board President

ATTEST:

By: 
Regina Ross-Ellison, Board Secretary

**FRANKFORT SQUARE PARK DISTRICT,
an Illinois park district**

By: _____
James Randall, Executive Director

ATTEST:

By: _____

Its: _____

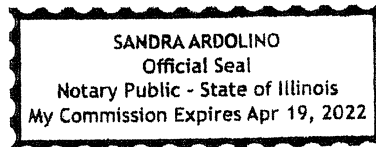
ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for Will County, Illinois, do hereby certify that Sandra Wolff-Chevalier, personally known to me to be the President the of the Board of Directors of the South Suburban Special Recreation Association, and personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that she signed and delivered the Agreement, pursuant to the authority given by Purchaser, as her free and voluntary act and as the free and voluntary act and deed of Purchaser, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this 9 day of May 2019.

Sandra Ardolino
Notary Public

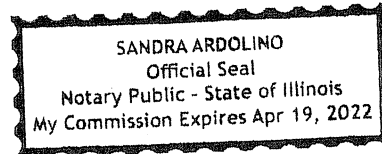


STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for Will County, Illinois, do hereby certify that Regina Ross-Ellison, personally known to me to be the Secretary of the South Suburban Special Recreation Association, and personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that she signed and delivered the Agreement, pursuant to the authority given by Purchaser, as her free and voluntary act and as the free and voluntary act and deed of Purchaser, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this 9 day of May 2019.

Sandra Ardolino
Notary Public



STATE OF _____)
) ss.
COUNTY OF _____)

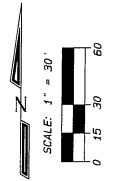
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the President and Secretary of the Frankfort Square Park District respectively, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, each appeared before me this day in person and acknowledged that they signed and delivered the Agreement, pursuant to the authority given by Seller, as their free and voluntary act and as the free and voluntary act and deed of Seller, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this ____ day of _____ 20__.

Notary Public

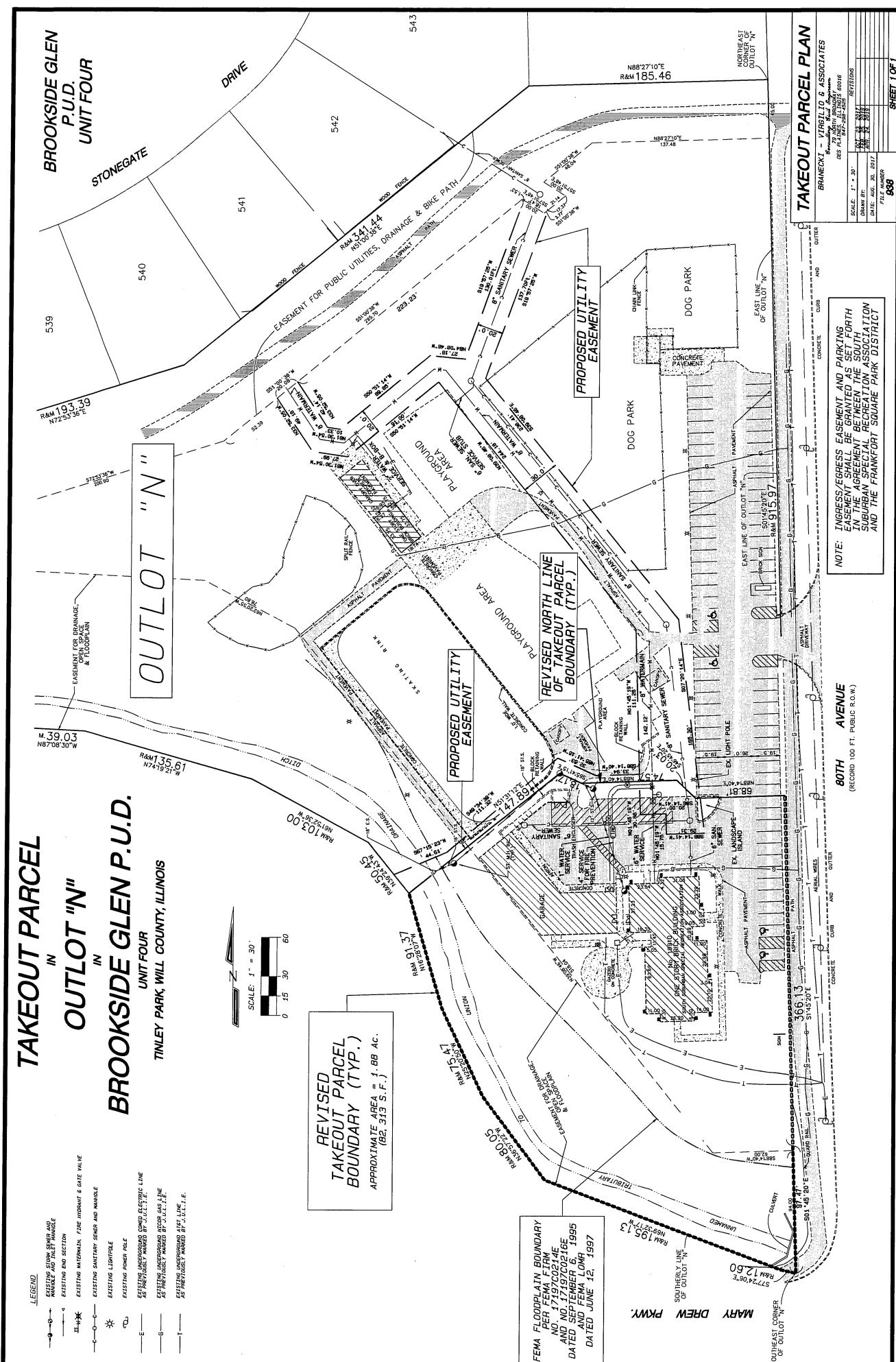
TAKEOUT PARCEL
 IN
OUTLOT "N"
 IN
BROOKSIDE GLEN P.U.D.
 UNIT FOUR
 TINLEY PARK, WILL COUNTY, ILLINOIS

- LEGEND**
- EXISTING DRAINAGE AND FLOODPLAIN
 - EXISTING END SECTION
 - EXISTING INTERMIN. FIRE HYDRANT & DATE VALVE
 - EXISTING SANITARY SINKS AND MANHOLE
 - EXISTING LIGHTPOLE
 - EXISTING POWER POLE
 - EXISTING UNDERGROUND CROWNED ELECTRIC LINE AS PREVIOUSLY MARKED BY J.U.T.L.E.
 - EXISTING UNDERGROUND NON-CROWNED GAS LINE AS PREVIOUSLY MARKED BY J.U.T.L.E.
 - EXISTING UNDERGROUND SFT. T.U.C.L.E.



REVISED TAKEOUT PARCEL BOUNDARY (TYP.)
 APPROXIMATE AREA = 1.88 AC.
 (BE. 313 S.F.)

FEMA FLOODPLAIN BOUNDARY PER FEMA FIRM NO. 17197C024E AND NO. 17197C0218E DATED SEPTEMBER 6, 1995 AND FEMA UNIFORM DATED JUNE 12, 1997



TAKEOUT PARCEL PLAN

BRANCKELT - VITRILLO & ASSOCIATES
 Planning and Engineering
 1000 N. W. 10th St., Suite 200
 Ft. Lauderdale, FL 33304
 TEL: 305-557-8888
 FAX: 305-557-8889

SCALE: 1" = 30'
 DRAWN BY: J. J. VITRILLO
 DATE: AUG. 29, 2017
 FILE NUMBER: 888

SHEET 1 OF 1

NOTE: INGRESS/EGRESS EASEMENT AND PARKING EASEMENT SHALL BE GRANTED AS SET FORTH ON THE AGREEMENT BETWEEN THE SOUTH SIDE OF THE FRANKFORT PARK DISTRICT AND THE FRANKFORT SQUARE PARK DISTRICT

BOTH AVENUE
 (RECORD 100 FT. PUBLIC R.O.W.)

EXHIBIT NO. 2

[Legal Description and Plat of Property]

Document Pending

Proposed Maintenance Standards – Joint Usage Agreement – Parking Lot

Parking Lot:

The parking lot will be patched and seal coated a minimum of every two years.

The parking lot will be re-stripped following seal coating, to meet ADA Compliance Standards (attached). Spaces and access aisles will meet minimum widths outlined.

The parking lot will be inspected and repaired annually between sealcoating, as needed. This includes but is not limited to: filling of potholes; addressing any potential safety hazards; re-positioning cement parking stops that have been moved by snow plows.

The parking lot will be snow plowed and salted by 9:00 a.m. on weekdays.

Lighting:

Parking lot lighting will be checked monthly, to ensure all poles are in working order. Bulbs will be replaced no later than one week following notice that a bulb is out.

Signage:

The association reserves the right to add signage for SSSRA at the parking lot entrance, on either the north or south side of the entrance, at a later date.

U.S. Department of Justice
Civil Rights Division
Disability Rights Section



Americans with Disabilities Act

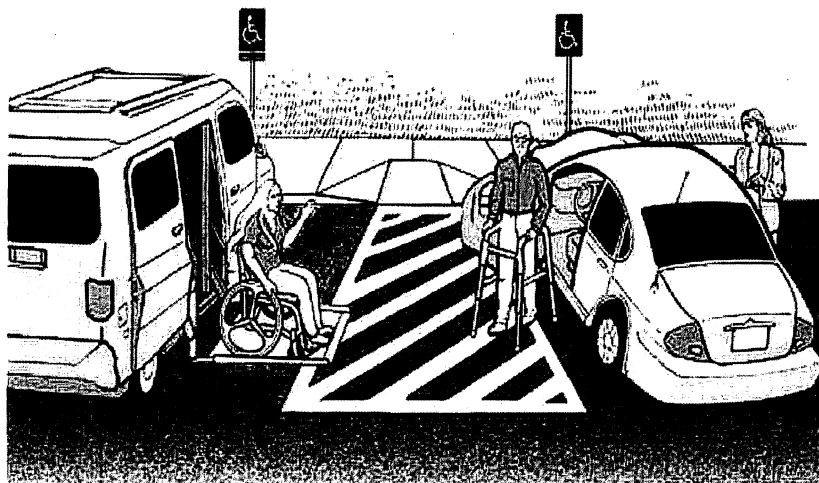
ADA Compliance BRIEF:
Restriping Parking Spaces

Accessible Parking Spaces

When a business or State or local government restripes parking spaces in a parking lot or parking structure (parking facilities), it must provide accessible parking spaces as required by the 2010 ADA Standards for Accessible Design (2010 Standards).

In addition, businesses or privately owned facilities that provide goods or services to the public have a continuing ADA obligation to remove barriers to access in existing parking facilities when it is readily achievable to do so. Because restriping is relatively inexpensive, it is readily achievable in most cases. State and local government facilities also have an ongoing ADA obligation to make their programs accessible, which can require providing accessible parking.

This compliance brief provides information about the features of accessible car and van parking spaces and how many accessible spaces are required when parking facilities are restriped.



**One of six accessible parking spaces,
but always at least one, must be van-accessible.**

The required number of accessible parking spaces must be calculated separately for each parking facility, not calculated based on the total number of parking spaces provided on a site. One of six (or fraction of six) accessible parking spaces, but always at least one, must be van accessible.

Parking for hospital outpatient facilities, rehabilitation facilities, outpatient physical therapy facilities or residential facilities have substantially different requirements for accessibility (see 2010 Standards 208.2).

Minimum Number of Accessible Parking Spaces

2010 Standards (208.2)

Total Number of Parking Spaces Provided in Parking Facility (per facility)	(Column A) Minimum Number of Accessible Parking Spaces (car and van)	Minimum Number of Van-Accessible Parking Spaces (1 of six accessible spaces)
1 to 25	1	1
26 to 50	2	1
51 to 75	3	1
76 to 100	4	1
101 to 150	5	1
151 to 200	6	1
201 to 300	7	2
301 to 400	8	2
401 to 500	9	2
500 to 1000	2% of total parking provided in each lot or structure	1/6 of Column A*
1001 and over	20 plus 1 for each 100 over 1000	1/6 of Column A*

*one out of every 6 accessible spaces

Location

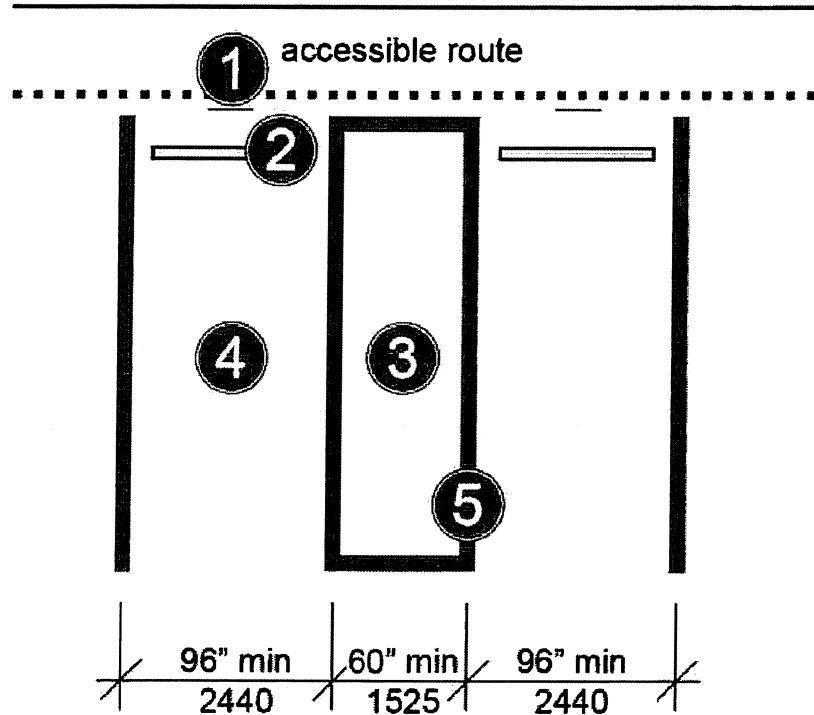
Accessible parking spaces must be located on the shortest accessible route of travel to an accessible facility entrance. Where buildings have multiple accessible entrances with adjacent parking, the accessible parking spaces must be dispersed and located closest to the accessible entrances.

When accessible parking spaces are added in an existing parking lot or structure, locate the spaces on the most level ground close to the accessible entrance. An accessible route must always be provided from the accessible parking to the accessible entrance. An accessible route never has curbs or stairs, must be at least 3 feet wide, and has a firm, stable, slip-resistant surface. The slope along the accessible route should not be greater than 1:12 in the direction of travel.

Accessible parking spaces may be clustered in one or more facilities if equivalent or greater accessibility is provided in terms of distance from the accessible entrance, parking fees, and convenience. Van-accessible

parking spaces located in parking garages may be clustered on one floor (to accommodate the 98-inch minimum vertical height requirement).

Features of Accessible Parking Spaces



**Accessible Parking Spaces with
60-inch Minimum Width Access Aisle for Cars**

Notes:

1. Parking space identification sign with the international symbol of accessibility complying with 703.7.2.1 mounted 60 inches minimum above the ground surface measured to the bottom of the sign.
2. If the accessible route is located in front of the parking space, install wheel stops to keep vehicles from reducing the clear width of the accessible route below 36 inches.
3. Two parking spaces may share an access aisle except for angled parking spaces (see below). Access aisle width is at least 60 inches, must be at the same level and the same length as the adjacent parking space(s) it serves, maximum slope in all directions is 1:48, and access aisle must connect to an accessible route to the building. Ramps must not extend into the access aisle.
4. Parking space shall be 96 inches wide minimum, marked to define the width, and maximum slope in all directions is 1:48.
5. Boundary of the access aisle must be clearly marked so as to discourage parking in it. (State or local laws may address the color and manner that parking spaces and access aisles are marked.)

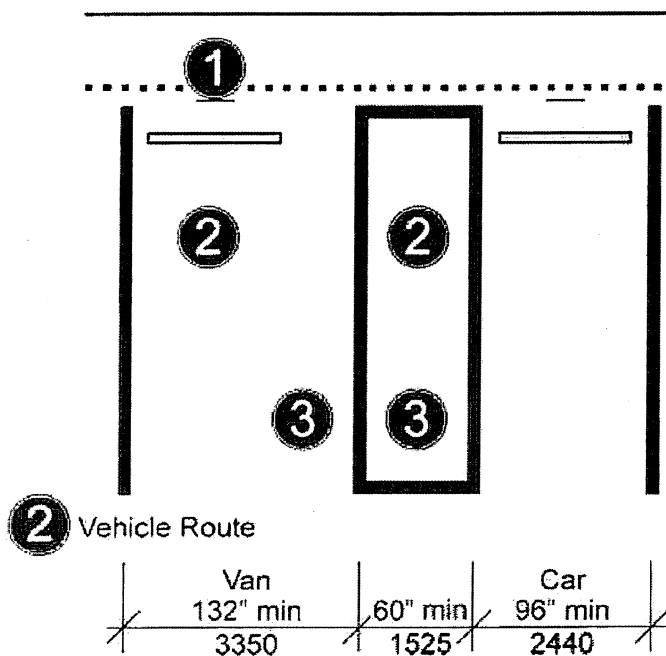
Additional Notes:

Where parking spaces are marked with lines, width measurements of parking spaces and access aisles are to centerlines, except for the end space which may include the full width of the line.

Access aisles may be located on either side of the parking space except for angled van parking spaces which must have access aisles located on the passenger side of the parking spaces.

Additional Features of Van-Accessible Parking Spaces

Van-accessible parking spaces incorporate the features of accessible parking spaces on the previous page and require the following additional features: a "van accessible" designation on the sign; different widths for the van parking space or the access aisle; and at least 98 inches of vertical clearance for the van parking space, access aisle, and vehicular route to and from the van-accessible space. The first image below shows a van-accessible space with a 60-inch minimum width access aisle. The second image shows a van-accessible space with a 96-inch minimum width access aisle. Both configurations are permitted and requirements for van-accessible signage and vertical clearance apply to both configurations.

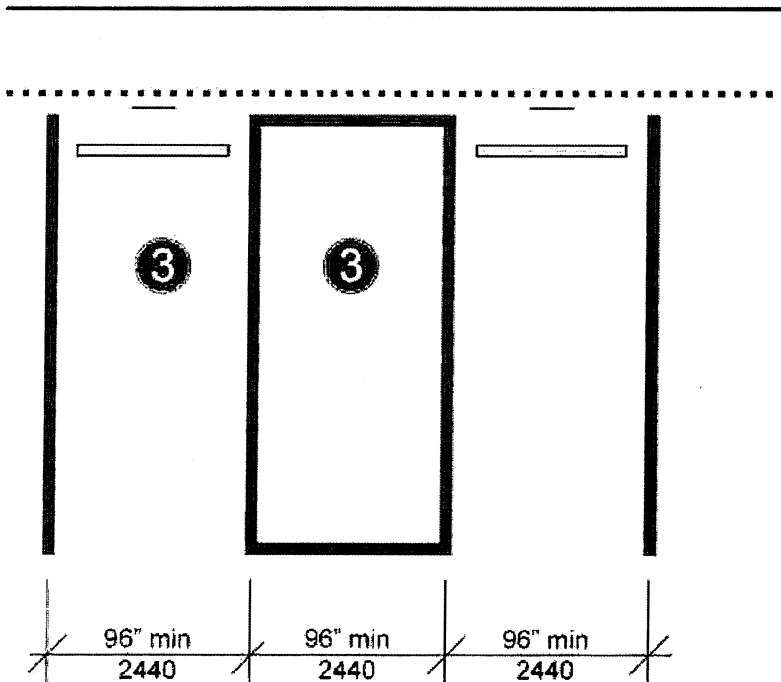


Van-Accessible Parking Space with 60-inch Minimum Width Access Aisle

Notes (for illustrations above and below):

1. Parking space identification sign with the international symbol of accessibility and designation, "van accessible." Note, where four or fewer parking spaces are provided on a site, a sign identifying the accessible space, which must be van-accessible, is not required.
2. Vertical clearance of 98 inches minimum to accommodate van height at the vehicle parking space, the adjacent access aisle, and on the vehicular route to and from the van-accessible space.

3. Van parking space must be 132 inches wide minimum with an adjacent 60-inch wide minimum access aisle. A van parking space of 96 inches wide minimum with an adjacent 96-inch wide minimum access aisle is also permitted (see below).



Van-Accessible Parking Space with 96-inch Minimum Width Access Aisle



Where four or fewer parking spaces are provided on a site, signage identifying the van-accessible parking space is not required.

Resources

For more information about the ADA, please visit our website or call our toll-free number.

ADA Website

www.ADA.gov

To receive e-mail notifications when new ADA information is available, visit the ADA Website's home page and click the link near the bottom of the right-hand column.

ADA Information Line

800-514-0301 (Voice)

and

800-514-0383 (TTY)

Call Monday – Wednesday, Friday 9:30 a.m. – 5:30 p.m., Thursday 12:30 p.m. – 5:30 p.m. (Eastern Time) to speak with an ADA Specialist. Calls are confidential.

24 hours a day to order publications by mail.

For people with disabilities, this publication is available in alternate formats.

Reference:

2010 ADA Standards for Accessible Design
([available on ADA.gov](http://www.ada.gov) and from the ADA Information Line)

Sections 208 & 502 Parking Spaces

Section 206 Accessible Route

Duplication of this document is encouraged.

December 2015

[PDF version of this document](#)



**Recording Requested By and
When Recorded Return to:**

South Suburban Special
Recreation Association

19910 80th Avenue
Tinley Park, IL 60487

ADDRESS:

19910 80th Avenue
Tinley Park Illinois

AND

PIN: _____

[Above space for Recorder's Office]

**CROSS ACCESS AND PARKING EASEMENT AGREEMENT
FRANKFORT SQUARE PARK DISTRICT—SOUTH SUBURBAN SPECIAL RECREATION ASSOCIATION**

This Agreement to Grant and Convey Cross Access and Parking Easements ("Agreement") is made and entered into as of this ____ day of ____ 2019 ("Effective Date"), by and between Frankfort Square Park District, an Illinois park district, 7540 W. Braemar Lane, Frankfort, Illinois 60423 (the "Park District"), and the South Suburban Special Recreation Association, an Illinois local government association, 19910 80th Avenue, Tinley Park Illinois 60487 ("SSSRA"). The Park District and SSSRA are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, SSSRA and the Park District are each owners of a portion of Outlot N, Brookside Glen, PUD Unit Four ("Outlot N" or the "Subject Property"); Outlot N and each Party's owned portion of Outlot N are legally described and/or depicted in **Exhibit A**; and

WHEREAS, each Party owns a portion of an asphalt parking lot consisting of 76 total spaces ("Parking Lot") located on Outlot N and Park District owns a driveway connecting the

Parking Lot to 80th Street (“Access Drive”); and

WHEREAS, the portion of Outlot N owned by SSSRA includes SSSRA’s administration building, bus garage and that portion of the Parking Lot including approximately 15 parking spaces (“SSSRA Parking Spaces”) as shown on the Access and Parking Easement Plat attached hereto as **Exhibit B**; and

WHEREAS, the portion of Outlot N owned by the Park District includes the Park District’s recreational facilities, that portion of the Parking Lot including approximately 61 parking spaces (“Park District Parking Spaces”) as shown on the Access and Parking Easement Plat attached hereto as **Exhibit B**; and

WHEREAS, SSSRA desires to grant to Park District access to and use of the SSSRA Parking Spaces on the terms described herein, and the Park District desires to grant to SSSRA access to and use of the Park District Parking Spaces and the Access Drive, all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Parties have determined that it is in their respective best interests and the best interests of the public to enter into this Agreement and to grant the easement rights described herein, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are incorporated herein by reference as though fully set forth in this Section 1. All exhibits identified and referenced in this Agreement are hereby incorporated by this reference and made a part of this Agreement.

2. **SSSRA Easement Grant.** Subject to the conditions contained herein, SSSRA grants, gives and conveys to the Park District, its invitees, public users, successors and assigns: (i) a non-exclusive easement running with the land for vehicular parking in those SSSRA Parking Spaces that are designated on **Exhibit B** (“SSSRA Easement Grant”). The Park District may use SSSRA parking spaces when available during non-business hours. Business hours are 8:00 A.M. to 5:30P.M. (“Non-Business Hours Permitted Spaces”). The Non-Business Hours Permitted Spaces are separately designated on **Exhibit B**.

3. **Park District Easement Grant.** Subject to the conditions contained herein, the Park District hereby grants, gives and conveys to SSSRA, its invitees, public users, successors and assigns: (i) a non-exclusive easement running with the land for vehicular parking in the Park District Parking Spaces designated on **Exhibit B**, and (ii) ingress/egress rights to, from, over, upon and across the Access Drive as designated on **Exhibit B** (“Park District Easement Grant”).

The SSSRA Easement Grant and the Park District Easement Grant described in Sections 2 and 3

above are collectively referred to herein as the "Easements," and the property comprising the Easements as the "SSSRA Easement Premises" and "Park District Easement Premises" respectively.

4. Maintenance, Restoration and Signage.
 - A. Each Party shall be solely responsible to perform or cause to be performed all construction, operation, maintenance, repair and replacement work on the portion of the parking lot owned by said Party (including, but not limited to, paving, patching, seal coating, striping, snow plowing, pothole filling, signage and landscaping ("Maintenance Work")). All Maintenance Work shall be performed in a good and workmanlike manner. All Maintenance Work shall be performed in strict compliance with the maintenance standards set forth in Exhibit C.
 - B. Each Party shall bear the cost of the Maintenance Work on the portion of the parking lot owned by said Party.
 - C. Not less than thirty (30) days prior to commencement of any Maintenance Work, which would require a Party or its contractors to utilize the other Party's real property for ingress and egress, would eliminate access to more than 10 spaces, or would prevent ingress and egress to the parking lot for any period of time, the Party undertaking Maintenance Work shall submit to the other Party (i) insurance certificates demonstrating coverage required in Section 5 below, naming the other Party, its officers, officials, employees, member entities, volunteers, successors and assigns as additional insureds; (ii) performance and payment bonds (if required by applicable law) naming the other Party as co-obligee; (iii) final construction documents if applicable; (iv) all contracts for the Maintenance Work; and (v) project schedule. All documents referenced in items (i) – (v) are subject to the other Party's prior approval which shall not be unreasonably withheld, conditioned or delayed.
 - D. All areas disturbed by the operations of any contractor performing Maintenance Work shall be repaired to their original condition at the sole cost and expense of the contractor or the Party undertaking the Maintenance Work. Each Party shall require its contractors to promptly remedy damage and loss, at the sole cost and expense of the contractor or the Party undertaking the Maintenance Work, including but not limited to trees, shrubs, lawns, plant material, walks, pavements, curbs, roadways, amenities, structures and utilities, caused in whole or in part by the Party undertaking the Maintenance Work, or any of its contractors, subcontractors, sub-subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Party undertaking the Maintenance Work is responsible in the performance of the Work. The Contractor shall restore any disturbed turf areas with pulverized top soil, seed and blanket.

- E. The Park District shall maintain, repair and replace all parking lot lights, with the exception of the two lights directly in front of SSSRA's office building, where indicated on the Plat attached hereto as **Exhibit B**.
- F. The Park District shall maintain, repair and replace all parking lot asphalt where indicated on **Exhibit B**. The Park District shall ensure that sealcoating of said area of asphalt is completed at a minimum of every 2 years.
- G. The Park District will not object to or prohibit SSSRA from applying for Village approval to place additional SSSRA signage on the south side of the parking lot entrance, or the installation of same.
- H. The Parties shall require each contractor performing Maintenance Work to comply with the insurance and indemnification requirements set forth in **Exhibit D**.

5. Insurance. Each Party, at its sole cost and expense, shall keep in full force and effect at all times during this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement. Each Party shall provide coverage that is at least as broad as:

A. Comprehensive general liability insurance, including contractual liability coverage, and such other types of insurance in such amounts and with such A-rated companies or through self-insurance risk pools as are reasonably acceptable to the other Party, but, in any event, no less than \$3,000,000 per occurrence. Such insurance shall be evidenced by annually providing to the other Party certificates of insurance. Said insurance shall name the other Party, its officers, officials, employees, member entities, volunteers, successors and assigns as additional insureds and will further provide that the insurance may not be modified, terminated, cancelled or non-renewed without at least thirty (30) days advance written notice by certified mail, return receipt requested, to the other Party.

B. The minimum insurance coverage specified in this Section 5 may be provided by self-insurance, participation in a self-insurance risk management pool, commercial policies of insurance, or a combination thereof. Given the duration of this Agreement, required insurance coverages and/or amounts may need to be modified to adequately protect the Parties against possible claims arising from the Parties' rights and obligations under the terms of this Agreement. The Parties shall, from time to time, but not less than every five years, mutually review the insurance coverage required in this Section 5, and shall mutually agree upon increases in coverage amounts or additional insurance as may be commensurate with similar agreements or other similarly situated parties in the Chicagoland area and as may be reasonably necessary to protect the Parties against these risks.

6. Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, its elected and appointed officers, officials, employees, volunteers and agents (collectively, the "Indemnitees"), from and against any and all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs) (collectively, "Losses") incurred by any of the Indemnitees for injuries to persons or for damage, destruction or theft of property arising out of or resulting from any activity, act or omission of the indemnifying Party or of any employee, member entity, agent, affiliate, vendor, invitee, contractor, volunteer, successor, or assign of said indemnifying Party (hereinafter individually and collectively referred to as the "Indemnitors") (including but not by limitation any Losses arising as a result of construction activity under the direction of the indemnifying Party, but only to the extent such construction-related injury was caused in whole or in part by any wrongful or negligent act or omission of the Indemnitors). Similarly, the Indemnitors shall each indemnify, defend and hold harmless the Indemnitees from and against any and all Losses incurred by any of the Indemnitees by reason of the Indemnitor's breach of any of its obligations under this Agreement.

7. Liens. No Party undertaking Maintenance Work shall permit or suffer any lien to be imposed upon or to accrue against the other Party, the funds of the other Party, the Parking Lot or the other Party's Easement Premises. The Party undertaking Maintenance Work shall indemnify, defend and hold harmless the other Party from and against any liens and encumbrances arising out of any labor or services performed by or at the direction of, or materials furnished to, the Party undertaking Maintenance Work or any parties claiming by, through or under said Party. In the event that any such lien shall arise or accrue against the other Party, all or any portion of the Parking Lot or the other Party's Easement Premises, the Party undertaking Maintenance Work shall promptly cause such lien to be released of record by payment thereof or by posting a bond with the other Party in a form and amount which is reasonably satisfactory to other Party.

8. Exceptions. The Easements granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations in effect on the Effective Date of the Agreement for Transfer of Real Property (to which this easement is an exhibit), and shall be further subject to all questions of survey and rights of any parties which would be revealed by a physical inspection of parcels upon which the Easements are situated, as of the Effective Date of the Agreement for Transfer of Real Property (to which this easement is an exhibit).

9. Entire Agreement. This instrument contains the entire agreement and understanding between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

10. Severability. Invalidation by judgment or court order of any one or more of the

covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

11. Covenants Running with the Land. The Easements and the promises contained in this Agreement shall be covenants running with the land and shall be binding upon the Parties and any of their lessees, successors in interest, heirs, devisees and assigns from and after the date of execution by the Parties hereto.

12. Assignment. Neither Party shall assign or convey this Agreement, or any interest under it, without in each instance first obtaining the written consent of the other Party, which the other Party may exercise in its sole discretion, and no assignment shall release the Party seeking to assign its interests of any of its obligations under this Agreement or be construed or taken as a waiver of the other Party's rights against the assigning Party. Consent to one assignment shall not be a waiver of the right to reject any subsequent assignment.

13. Law Governing. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance. Venue for all purposes related to this Agreement shall be the Twelfth Judicial Circuit, Will County, Joliet, Illinois.

14. Captions and Paragraph Headings. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

15. Notices. All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 15. The address of any Party may be changed by written notice to the other Party. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received upon receipt. Notices and communications to the Parties must be addressed to, and delivered to, the following addresses:

If to SSSRA: South Suburban Special Recreation Association
19910 80th Avenue
Tinley Park, IL 60487
Attention: Janet Porter, Executive Director

With a copy to: Robbins Schwartz
55 W. Monroe St., Suite 800
Chicago, Illinois 60603-5144
Attention: Steven B. Adams

If to District: Frankfort Square Park District
7540 Braemar Lane
Frankfort, IL 60423

Attention: Jim Randall

With a copy to:

Ancel Glink
140 S. Dearborn Street, 5th Floor
Chicago, Illinois, 60603
Attention: Robert K. Bush

16. No Waiver of Tort Immunity. Nothing contained in this Agreement shall constitute a waiver by either SSSRA or the Park District of any right, privilege or defense which either Party is entitled under statutory or common law, including but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

17. No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party.

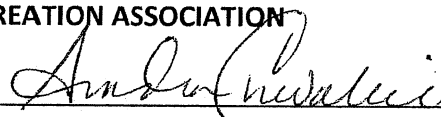
18. Counterparts: This Agreement may be executed in two or more duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

19. Recording. This Agreement shall be recorded with the Will County Recorder of Deeds following approval and execution by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**SOUTH SUBURBAN SPECIAL
RECREATION ASSOCIATION**


FRANKFORT SQUARE PARK DISTRICT

By: 
President, Board of Directors
South Suburban Special
Recreation Association

By: _____
Park District President
Frankfort Square Park District

Attest:

Attest:

By: 
Secretary, Board of Directors
South Suburban Special Recreation
Association

By: _____
Secretary, Frankfort Square Park District

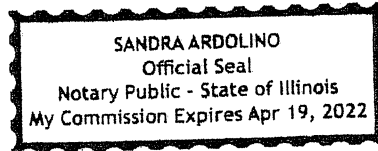
ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for Will County, Illinois, do hereby certify that Sandra Wolff-Chevalier, personally known to me to be the President the of the Board of Directors of the South Suburban Special Recreation Association, and personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that she signed and delivered the Agreement, pursuant to the authority given by Purchaser, as her free and voluntary act and as the free and voluntary act and deed of Purchaser, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this 9 day of may 2019.

Sandra Ardolino
Notary Public

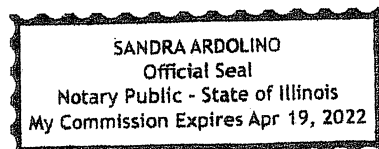


STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for Will County, Illinois, do hereby certify that Regina Ross Ellison personally known to me to be the Secretary of the South Suburban Special Recreation Association, and personally known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that she signed and delivered the Agreement, pursuant to the authority given by Purchaser, as her free and voluntary act and as the free and voluntary act and deed of Purchaser, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this 9 day of may 2019.

Sandra Ardolino
Notary Public



STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the President and Secretary of the Frankfort Square Park District respectively, and personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, each appeared before me this day in person and acknowledged that they signed and delivered the Agreement, pursuant to the authority given by Seller, as their free and voluntary act and as the free and voluntary act and deed of Seller, for the uses and purposes set forth in the Agreement.

Given under my hand and official seal this _____ day of _____ 20____.

Notary Public

EXHIBITS

Exhibit

- A. Legal description and/or depiction of Outlot N, Brookside Glen PUD, Unit 4
- B. Access and Parking Easement Plat
- C. Maintenance Standards
- D. Insurance Requirements for Contractors

EXHIBIT A

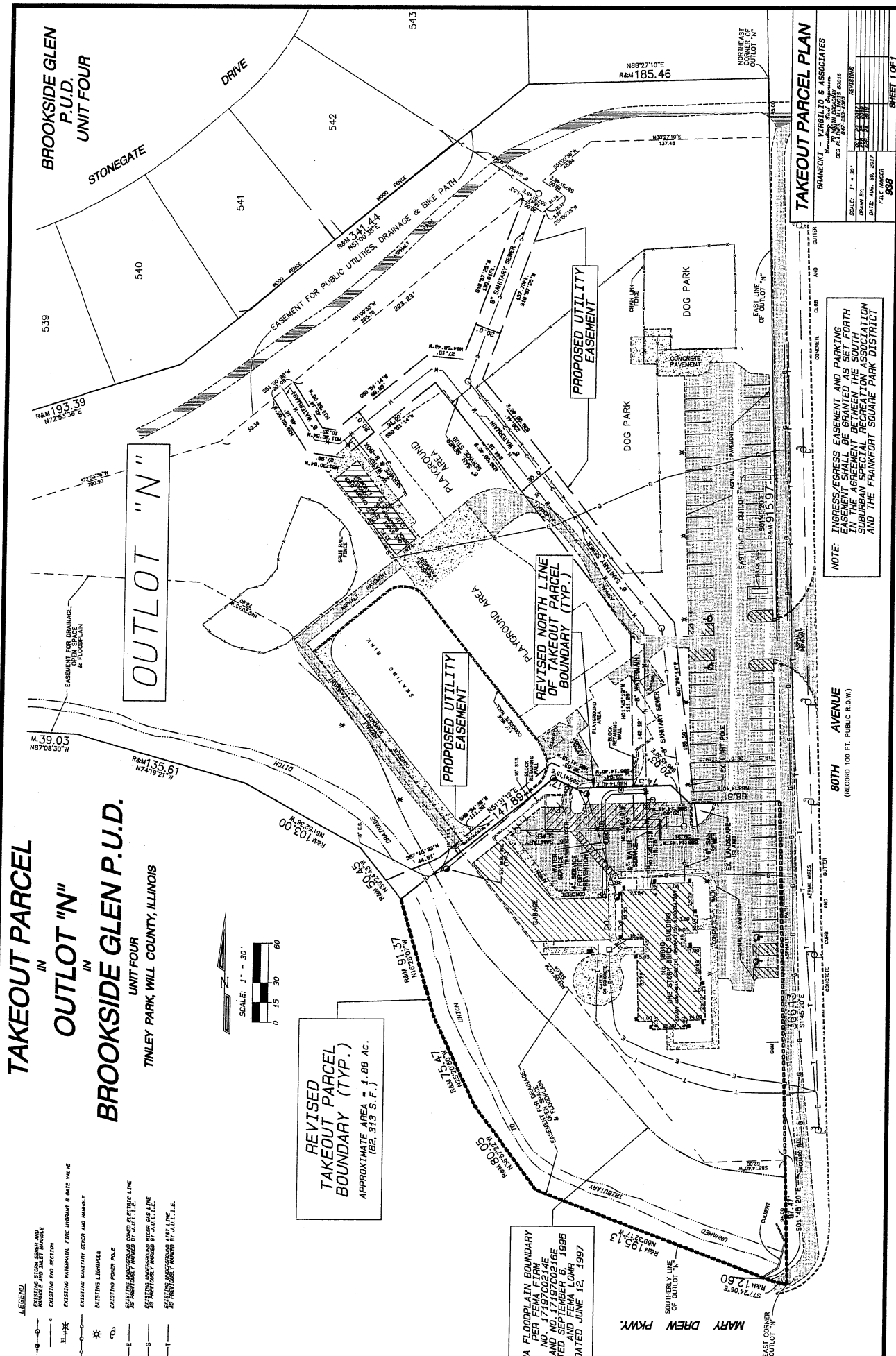
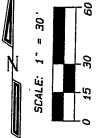
[Legal Description and Plat of Property]

Document Pending

TAKEOUT PARCEL
 IN
OUTLOT "N"
 IN
BROOKSIDE GLEN P.U.D.
 UNIT FOUR
 TINLEY PARK, WILL COUNTY, ILLINOIS

REVISED TAKEOUT PARCEL BOUNDARY (TYP.)
 APPROXIMATE AREA = 1.88 AC.
 (82,313 S.F.)

- LEGEND**
- - - EXISTING SURVEY SPACES AND MARGES AND TALLEY MARKS
 - - - EXISTING END SECTION
 - - - EXISTING INTERIOR, FIRE HYDRANT & GATE VALVE
 - - - EXISTING SANITARY MAINS AND MAINS
 - - - EXISTING LIGHTWIRE
 - - - EXISTING POWER POLE
 - - - EXISTING INTERIOR, FIRE HYDRANT & GATE VALVE
 - - - EXISTING INTERIOR, FIRE HYDRANT & GATE VALVE
 - - - EXISTING INTERIOR, FIRE HYDRANT & GATE VALVE
 - - - EXISTING INTERIOR, FIRE HYDRANT & GATE VALVE
 - - - EXISTING INTERIOR, FIRE HYDRANT & GATE VALVE
 - - - EXISTING INTERIOR, FIRE HYDRANT & GATE VALVE
 - - - EXISTING INTERIOR, FIRE HYDRANT & GATE VALVE
 - - - EXISTING INTERIOR, FIRE HYDRANT & GATE VALVE
 - - - EXISTING INTERIOR, FIRE HYDRANT & GATE VALVE
 - - - EXISTING INTERIOR, FIRE HYDRANT & GATE VALVE
 - - - EXISTING INTERIOR, FIRE HYDRANT & GATE VALVE



TAKEOUT PARCEL PLAN
 BRANECKI - VIRGILIO & ASSOCIATES
 87 SOUTH BROADWAY
 DEPT. 14-107-100-1000
 CHICAGO, ILLINOIS 60604
 SCALE: 1" = 30'
 DRAWN BY: [Signature]
 DATE: DEC. 28, 2017
 PROJECT NO.: 17-010
 SHEET 1 OF 1

1A FLOODPLAIN BOUNDARY PER FEMA FIRM NO. 17197C0214E AND NO. 17197C0215E DATED SEPTEMBER 6, 1995 AND NOVEMBER 5, 1995 DATED JUNE 12, 1997

EXHIBIT C

Proposed Maintenance Standards – Joint Usage Agreement – Parking Lot

Parking Lot:

The parking lot will be patched and seal coated a minimum of every two years.

The parking lot will be re-striped following seal coating, to meet ADA Compliance Standards (attached). Spaces and access aisles will meet minimum widths outlined.

The parking lot will be inspected and repaired annually between sealcoating, as needed. This includes but is not limited to: filling of potholes; addressing any potential safety hazards; re-positioning cement parking stops that have been moved by snow plows.

The parking lot will be snow plowed and salted by 9:00 a.m. on weekdays.

Lighting:

Parking lot lighting will be checked monthly, to ensure all poles are in working order. Bulbs will be replaced no later than one week following notice that a bulb is out.

Signage:

The association reserves the right to add signage for SSSRA at the parking lot entrance, on either the north or south side of the entrance, at a later date.

U.S. Department of Justice
Civil Rights Division
Disability Rights Section



Americans with Disabilities Act

ADA Compliance BRIEF:

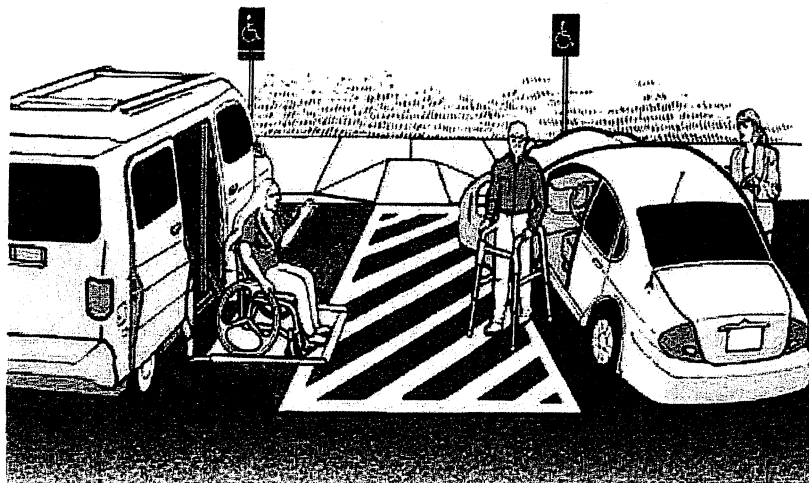
Restriping Parking Spaces

Accessible Parking Spaces

When a business or State or local government restripes parking spaces in a parking lot or parking structure (parking facilities), it must provide accessible parking spaces as required by the 2010 ADA Standards for Accessible Design (2010 Standards).

In addition, businesses or privately owned facilities that provide goods or services to the public have a continuing ADA obligation to remove barriers to access in existing parking facilities when it is readily achievable to do so. Because restriping is relatively inexpensive, it is readily achievable in most cases. State and local government facilities also have an ongoing ADA obligation to make their programs accessible, which can require providing accessible parking.

This compliance brief provides information about the features of accessible car and van parking spaces and how many accessible spaces are required when parking facilities are restriped.



**One of six accessible parking spaces,
but always at least one, must be van-accessible.**

The required number of accessible parking spaces must be calculated separately for each parking facility, not calculated based on the total number of parking spaces provided on a site. One of six (or fraction of six) accessible parking spaces, but always at least one, must be van accessible.

Parking for hospital outpatient facilities, rehabilitation facilities, outpatient physical therapy facilities or residential facilities have substantially different requirements for accessibility (see 2010 Standards 208.2).

Minimum Number of Accessible Parking Spaces

2010 Standards (208.2)

Total Number of Parking Spaces Provided in Parking Facility (per facility)	(Column A) Minimum Number of Accessible Parking Spaces (car and van)	Minimum Number of Van-Accessible Parking Spaces (1 of six accessible spaces)
1 to 25	1	1
26 to 50	2	1
51 to 75	3	1
76 to 100	4	1
101 to 150	5	1
151 to 200	6	1
201 to 300	7	2
301 to 400	8	2
401 to 500	9	2
500 to 1000	2% of total parking provided in each lot or structure	1/6 of Column A*
1001 and over	20 plus 1 for each 100 over 1000	1/6 of Column A*

*one out of every 6 accessible spaces

Location

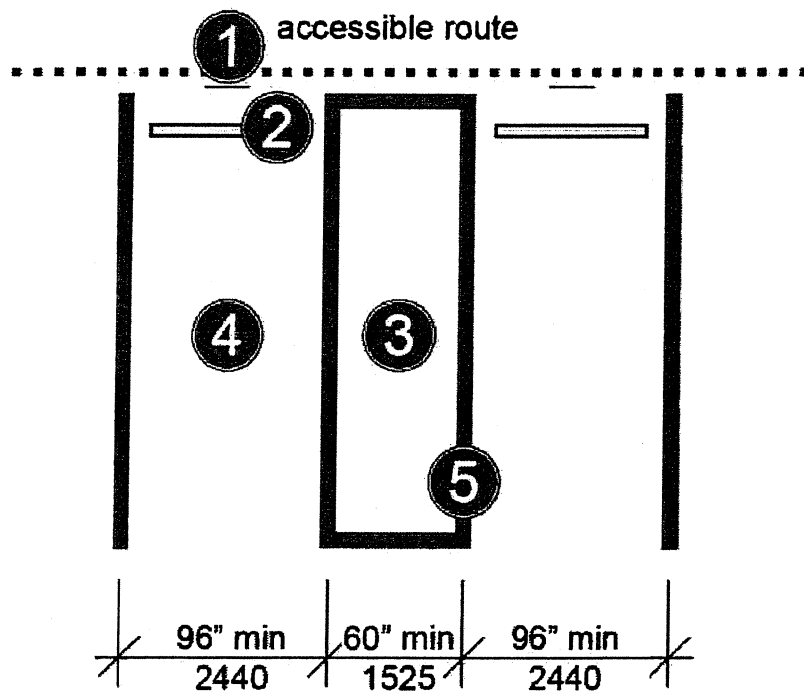
Accessible parking spaces must be located on the shortest accessible route of travel to an accessible facility entrance. Where buildings have multiple accessible entrances with adjacent parking, the accessible parking spaces must be dispersed and located closest to the accessible entrances.

When accessible parking spaces are added in an existing parking lot or structure, locate the spaces on the most level ground close to the accessible entrance. An accessible route must always be provided from the accessible parking to the accessible entrance. An accessible route never has curbs or stairs, must be at least 3 feet wide, and has a firm, stable, slip-resistant surface. The slope along the accessible route should not be greater than 1:12 in the direction of travel.

Accessible parking spaces may be clustered in one or more facilities if equivalent or greater accessibility is provided in terms of distance from the accessible entrance, parking fees, and convenience. Van-accessible

parking spaces located in parking garages may be clustered on one floor (to accommodate the 98-inch minimum vertical height requirement).

Features of Accessible Parking Spaces



**Accessible Parking Spaces with
60-inch Minimum Width Access Aisle for Cars**

Notes:

1. Parking space identification sign with the international symbol of accessibility complying with 703.7.2.1 mounted 60 inches minimum above the ground surface measured to the bottom of the sign.
2. If the accessible route is located in front of the parking space, install wheel stops to keep vehicles from reducing the clear width of the accessible route below 36 inches.
3. Two parking spaces may share an access aisle except for angled parking spaces (see below). Access aisle width is at least 60 inches, must be at the same level and the same length as the adjacent parking space(s) it serves, maximum slope in all directions is 1:48, and access aisle must connect to an accessible route to the building. Ramps must not extend into the access aisle.
4. Parking space shall be 96 inches wide minimum, marked to define the width, and maximum slope in all directions is 1:48.
5. Boundary of the access aisle must be clearly marked so as to discourage parking in it. (State or local laws may address the color and manner that parking spaces and access aisles are marked.)

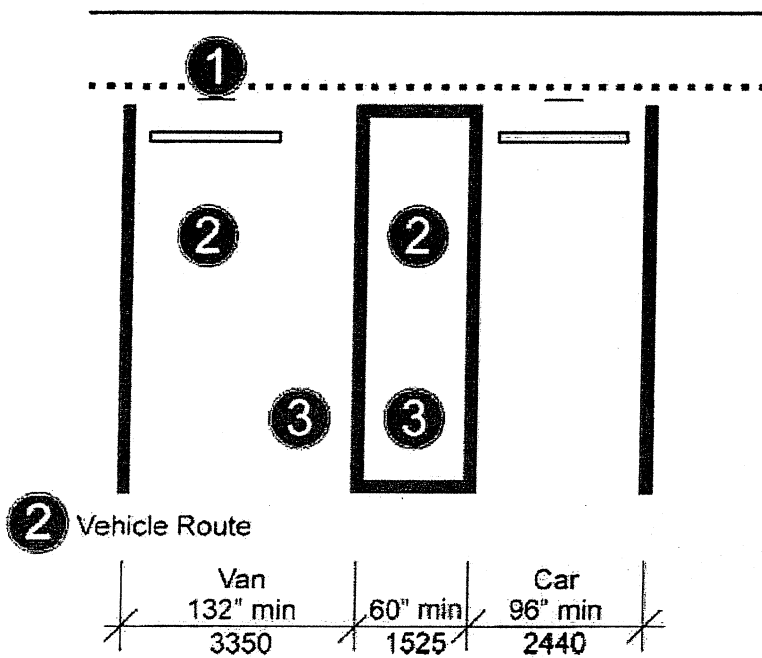
Additional Notes:

Where parking spaces are marked with lines, width measurements of parking spaces and access aisles are to centerlines, except for the end space which may include the full width of the line.

Access aisles may be located on either side of the parking space except for angled van parking spaces which must have access aisles located on the passenger side of the parking spaces.

Additional Features of Van-Accessible Parking Spaces

Van-accessible parking spaces incorporate the features of accessible parking spaces on the previous page and require the following additional features: a "van accessible" designation on the sign; different widths for the van parking space or the access aisle; and at least 98 inches of vertical clearance for the van parking space, access aisle, and vehicular route to and from the van-accessible space. The first image below shows a van-accessible space with a 60-inch minimum width access aisle. The second image shows a van-accessible space with a 96-inch minimum width access aisle. Both configurations are permitted and requirements for van-accessible signage and vertical clearance apply to both configurations.

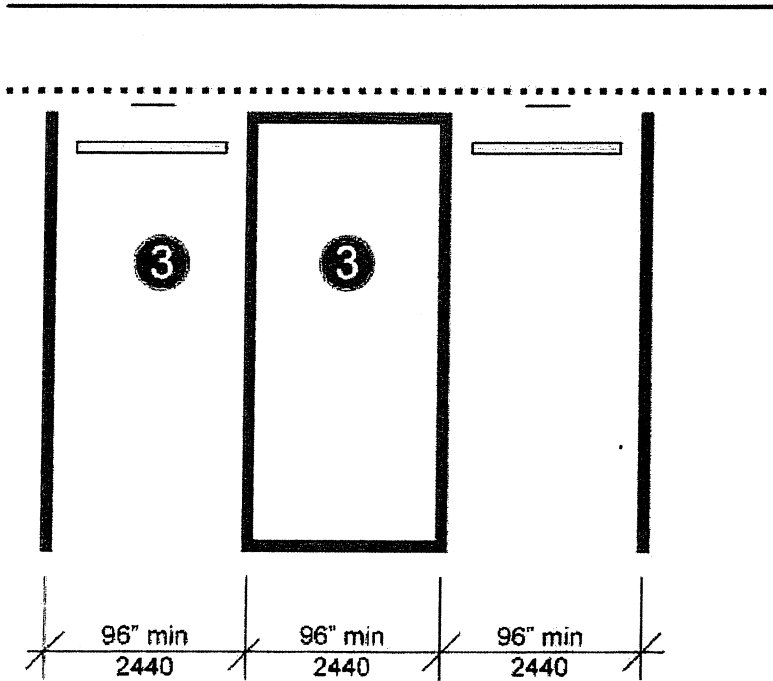


Van-Accessible Parking Space with 60-inch Minimum Width Access Aisle

Notes (for illustrations above and below):

1. Parking space identification sign with the international symbol of accessibility and designation, "van accessible." Note, where four or fewer parking spaces are provided on a site, a sign identifying the accessible space, which must be van-accessible, is not required.
2. Vertical clearance of 98 inches minimum to accommodate van height at the vehicle parking space, the adjacent access aisle, and on the vehicular route to and from the van-accessible space.

3. Van parking space must be 132 inches wide minimum with an adjacent 60-inch wide minimum access aisle. A van parking space of 96 inches wide minimum with an adjacent 96-inch wide minimum access aisle is also permitted (see below).



Van-Accessible Parking Space with 96-inch Minimum Width Access Aisle



Where four or fewer parking spaces are provided on a site, signage identifying the van-accessible parking space is not required.

Resources

For more information about the ADA, please visit our website or call our toll-free number.

ADA Website

www.ADA.gov

To receive e-mail notifications when new ADA information is available, visit the ADA Website's home page and click the link near the bottom of the right-hand column.

ADA Information Line

800-514-0301 (Voice)

and

800-514-0383 (TTY)

Call Monday – Wednesday, Friday 9:30 a.m. – 5:30 p.m., Thursday 12:30 p.m. – 5:30 p.m. (Eastern Time) to speak with an ADA Specialist. Calls are confidential.

24 hours a day to order publications by mail.

For people with disabilities, this publication is available in alternate formats.

Reference:

2010 ADA Standards for Accessible Design
([available on ADA.gov](http://www.ADA.gov) and from the ADA Information Line)

Sections 208 & 502 Parking Spaces

Section 206 Accessible Route

Duplication of this document is encouraged.

December 2015

[PDF version of this document](#)

EXHIBIT D

CONTRACTOR INSURANCE, INDEMNITY AND ADDITIONAL PROVISIONS

Requirements for all Contractors, Subcontractors, Materialmen, Suppliers, Construction Managers, Project Representatives, and other parties providing any labor or materials in relation to any Maintenance Work, directly or indirectly, on or off the respective Party's Easement Premises, during design, pre-construction, construction of the Maintenance Work ("Contractor")

I. The Party performing any Maintenance Work shall require Contractor to purchase and maintain insurance of the types, in the amounts, and upon the terms listed below.

A. Commercial General and Umbrella Liability Insurance

1. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Project/location.
2. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
3. The Party not performing Maintenance Work, its elected and appointed officials, officers, employees, and agents shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District.
4. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

1. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$3,000,000 each occurrence for at least three years following substantial completion of the construction of the Easement Improvements.
2. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

3. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.
4. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

1. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.
2. Business auto insurance shall be written Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

1. Contractor shall maintain workers compensation insurance coverage as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident of \$1,000,000 each employee for bodily injury by disease.
2. If the Party not performing the Maintenance Work has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Agreement, the Contractor waives all rights against the Party not performing the Maintenance Work and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance
 - a. Prior to beginning work, Contractor shall furnish the Party not performing the Maintenance Work with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
 - b. All certificates shall provide for 30 days' written notice to the Party not performing the Maintenance Work prior to the cancellation or material change of any insurance referred to therein. Written notice to the Party not performing the Maintenance Work shall be by certified mail, return receipt requested.
 - c. Failure of the Party not performing the Maintenance Work to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Party not performing the Maintenance Work to

identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

- d. The Party not performing the Maintenance Work shall have the right, but not the obligation, to prohibit Contractor or any subcontractor from entering the Parking Lot until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Party not performing the Maintenance Work.
- e. Failure to maintain the required insurance may result in termination of the Agreement at the option of the Party not performing the Maintenance Work.
- f. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Party not performing the Maintenance Work whenever requested.
- g. Contractor shall provide certified copies of all insurance policies required above within 10 days of the written request of the Party not performing the Maintenance Work for said copies.

2. Acceptability of Insurers

For insurance companies that obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Party not performing the Maintenance Work has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's' provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Party not performing the Maintenance Work. At the option of the Party not performing the Maintenance Work, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Party not performing the Maintenance Work, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

- a. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Party not

performing the Maintenance Work, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

II. The Party performing the Maintenance Work shall include the following provisions in all contracts with Contractors:

- A. To the fullest extent permitted by law, the Contractor waives any rights of contribution against and shall indemnify and hold harmless the Park District, SSSRA, and each of their respective officers, directors, officials, employees, volunteers and agents, from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of incidental to or resulting from the performance of the Work, but only to the extent and provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the Work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section. Contractor shall similarly protect, indemnify and hold and save harmless the Park District and SSSRA, each of their respective commissioners, officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract, or its failure to perform the Work in accordance with the Specifications?.
- B. In claims against any person or entity indemnified in the Contractor Contract by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- C. Claims, damages, losses and expenses' as these words are used in the Contract shall be construed to include, but not limited to (1) injury or damage consequent upon the failure to use or the use, misuse or any negligent construction or installation by Contractor, any Subcontractor, their agents, servants or employees, of any hoist, crane, stay, ladder, support, rigging, blocking, scaffolding, or any and all other kinds of items of equipment or other mechanical or structural contrivance erected or constructed by any person, or any or all other kinds of equipment whether or not owned or furnished by the Owner, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and court costs incurred in bringing an action to enforce the provisions

of this indemnity or any other indemnity contained in the General Conditions; (3) all costs, expenses, lost time, opportunity costs, etc. incurred by the indemnified party or its employees, agents or consultant.

- D. The indemnification obligations of the Contractor under this Section shall not extend to the liability of the Park District and SSSRA, their agents or employees, arising out of their own negligence, but only to the extent prohibited by the Illinois Construction Contract Indemnification for Negligence Act (740 ILCS 35/0.01 et seq.).
- E. The Party not performing the Maintenance Work has the right to reject any Contractor contract between the Party performing the Maintenance Work and any other party relating to the Maintenance Work for the failure of the Contractor's contract to include items enumerated in the Agreement. The Party not performing the Maintenance Work in its discretion, may also reject a Contractor contract failing to meet the requirements of applicable law or to protect the interests of the Party not performing the Maintenance Work, its residents, employees or patrons.