

DONATION AGREEMENT

This Donation Agreement (“Agreement”) is entered into this 12th day of July, 2017 by and between First Midwest Bank Trust Number 72-22390 (“Lieponis”) and the Village of Homer Glen, a municipal corporation (“Homer Glen”).

WHEREAS, Lieponis is the owner of approximately 39.53 acres on vacant land commonly known as the vacant land on 159th Street, Homer Glen, Illinois and more specially described in the attached Exhibit A which is incorporated herein (“Property”); and

WHEREAS, Lieponis desires to donate the approximately .934 acres of the northwest portion of the Property, which is more specifically defined in the attached Exhibit B, to Homer Glen (“Donation Parcel”) pursuant to the terms and conditions herein; and

WHEREAS, Homer Glen desires to accept the Donation Parcel subject to the terms and conditions herein.

NOW THEREFORE in consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lieponis and Homer Glen agree as follows

1. Incorporation of Recitals: The parties acknowledge that the statements and representations made in the foregoing recitals are true and correct, and they hereby incorporate such recitals into this Agreement as if fully set forth in this Section 1.
2. Transfer: Subject to the terms and conditions herein, Lieponis shall convey, via recordable trustee deed, the Donation Parcel to Homer Glen subject only to usual matters of record with taxes prorated to the date of conveyance. Said transfer shall occur on or before August 1, 2017 (“Closing Date”).
3. Survey: Homer Glen will obtain, at its own expense, a survey for the Donation Parcel.
4. Title: Homer Glen will obtain a commitment for title and title policy for the Donation Parcel at its own expense. Lieponis shall remove or cause to have removed any unpermitted exceptions against title. Should Lieponis refuse to remove any unpermitted exceptions, Homer Glen may refuse the conveyance of the Donation Parcel and terminate this Agreement whereby neither party will have any further obligation to the other.
5. Tax Proration: Lieponis agrees to pay the entire 2016 general real estate tax bill for the Property. Upon receipt of the 2017 general real estate tax bill for the Property, provided a separate PIN has not been created for the Donation Parcel, Homer Glen agrees to reimburse Lieponis for its share (2.4%) of the general real estate tax bill from the Closing Date through December 31, 2017.

6. Representations and Warranties: In addition to the representations and warranties contained in other sections of the Agreement, Lieponis hereby makes the following representations and warranties as of the execution of this Agreement and as of the Closing Date.

6.1 Lieponis owns the Donation Parcel. This Agreement and all documents to be executed and delivered by Lieponis at Closing are duly executed and delivered, and are legal, valid, and binding obligations of Lieponis, and do not violate any provisions of any agreement to which Lieponis is a party or to which Lieponis is subject or any order, rule, or regulation applicable to Lieponis or the Donation Parcel of any court or any federal, state, or municipal regulatory body or administrative agency or other governmental body. No permission, approval, or consent by third parties or governmental authorities is required for Lieponis to consummate this transaction.

6.2 Lieponis has no knowledge of, and has received no notice of, (a) any threatened or pending litigation or proceeding by any organization, person, or governmental agency against Lieponis with respect to the Donation Parcel or against the Donation Parcel, (b) any violation of the Donation Parcel's compliance with any ordinances, zoning ordinances or any other statutes, ordinances, laws, rules or regulations affecting the Donation Parcel, (c) any proceedings that could cause the change, redefinition or other modification of the zoning classifications or of other legal requirements applicable to the Donation Parcel or any part thereof, (d) any pending or threatened condemnation proceeding that would affect the Property, (e) any proceedings that could impose any requirement that the owner of the Donation Parcel pay, directly or indirectly, any special fees, special assessments, taxes or contributions or incur any expenses or obligations in connection with the development of the Donation Parcel or any portion thereof, other than any regular and nondiscriminatory local real estate or school taxes assessed against the Donation Parcel, (f) any proceedings that could cause an increase in the assessed value of the Donation Parcel, or (g) any disputes regarding the boundary lines of the Donation Parcel.

6.3 Leases. There are no existing leases or other agreements with respect to the Donation Parcel that will extend past the date of the Closing Date,

6.4 Environmental Matters. To the best of the Lieponis' knowledge and belief, but without independent investigation (a) no Hazardous Materials (as defined below) are or have been located on the Donation Parcel or have been released into the environment, or discharged, placed or disposed of at, on or under the Property; (b) no underground storage tanks are currently or have been located on the Donation Parcel; (c) the Donation Parcel is not or has never been used as a storage for waste or hazardous material; and (d) Seller has never used the Donation Parcel in any manner which violated any environmental ordinances or regulations and Lieponis has never been cited for any violation.

6.4.1 The term "Hazardous Material" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Illinois, or the United States Government, including, but not limited to, any material or substance which is: (a) defined as a "hazardous waste", "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of Illinois law; (b) petroleum; (c) asbestos; (d) polychlorinated biphenyl; (e)

radioactive material; (f) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601). The term "Environmental Laws" shall mean all statutes specifically described in the foregoing sentence and all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

7. Miscellaneous Clauses

7.1. Entire Agreement. This Agreement constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties. It may not be modified except in a writing signed by the parties.

7.2. No Assignment. Neither party may assign this Agreement without the other party's prior written consent, which must not be unreasonably withheld. A party's entering into contracts with subcontractors is not considered an assignment.

7.3. Waiver. If either party fails to require the other to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term. If either party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.

7.4. Successors and Representatives. This Agreement binds and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and (where permitted) assignees.

7.5. Notices. All notices and other communications required or permitted under this Agreement must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing.

If to Lieponis: Algis Lieponis
 14200 S. Parker Road
 Homer Glen, IL 60491

with copy to: Peter Fera
 pafera@sbcglobal.net

If to Homer Glen: Michael S. Mertens - Village Manager
 Village of Homer Glen
 14240 W. 151st Street

Homer Glen, IL 60491

with copy to: Mahoney, Silverman & Cross, LLC
Attn: Jean A. Kenol
822 Infantry Drive, Suite 100
Joliet, IL 60435

7.6. Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of it remains fully enforceable.

7.7. "Including." Unless the context requires otherwise, the term "including" means "including but not limited to."

7.8. Headings. Headings are for convenience only and do not affect the interpretation of this Agreement.

7.9. Applicable Law. Illinois law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

7.10. Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on date indicated above.

{Signature page to follow}

First Midwest Bank Trust Number 72-22390:

BY: 



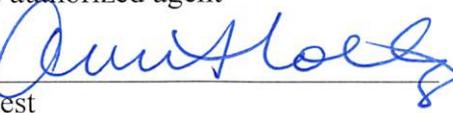
G. Villaseñor

HOMER GLEN:

THE VILLAGE OF HOMER GLEN, a municipal organization

BY: 

It's authorized agent



Attest

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, IN TOWNSHIP 36 NORTH AND IN RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (CONTAINING 40 ACRES MORE OR LESS) ALL IN WILL COUNTY, ILL.

PIN: 16-05-17-400-022-0000

EXHIBIT B
LEGAL DESCRIPTION OF DONATION PARCEL

THAT PART OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE CENTERLINE OF FIDDYMENT CREEK, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17; THENCE NORTH 87 DEGREES 55 MINUTES 41 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 312.00 FEET MORE OR LESS, TO THE CENTERLINE OF AFORESAID FIDDYMENT CREEK; THENCE ALONG SAID CENTERLINE THE FOLLOWING EIGHT (8) COURSES AND DISTANCES: SOUTH 34 DEGREES 13 MINUTES 36 SECONDS WEST, 38.00 FEET; SOUTH 89 DEGREES 31 MINUTES 52 SECONDS WEST, 41.00 FEET; SOUTH 30 DEGREES 06 MINUTES 13 SECONDS WEST, 108.00 FEET; SOUTH 52 DEGREES 45 MINUTES 55 SECONDS WEST, 124.00 FEET; NORTH 88 DEGREES 40 MINUTES 27 SECONDS WEST, 50.00 FEET; SOUTH 40 DEGREES 35 MINUTES 18 SECONDS WEST, 26.00 FEET; SOUTH 06 DEGREES 43 MINUTES 50 SECONDS EAST, 34.00 FEET; AND SOUTH 44 DEGREES 47 MINUTES 03 SECONDS WEST, 36.00 FEET MORE OR LESS TO THE WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 17; THENCE NORTH 01 DEGREE 46 MINUTES 17 SECONDS WEST, ALONG SAID WEST LINE 266.97 FEET, MORE OR LESS, TO SAID POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

CONTAINING 0.934 ACRES, MORE OR LESS.