

**AMENDED AND RESTATED INTERGOVERNMENTAL  
AGREEMENT BY AND BETWEEN THE VILLAGE OF HOMER GLEN AND  
THE HOMER TOWNSHIP ROAD DISTRICT**

This **AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF HOMER GLEN AND THE HOMER TOWNSHIP ROAD DISTRICT** (“Agreement”) is made this 9th day of December, 2020 (“Effective Date”), by and between the Village of Homer Glen (“Village”), an Illinois home rule municipal corporation, and the Homer Township Road District (“District”), an Illinois road district. Individually the Village and the District are sometimes referred to herein as a “Party” and collectively as the “Parties.”

**WHEREAS**, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government, such as the Village and the District, to contract or otherwise associate amongst themselves in any manner not otherwise prohibited by law or ordinance; and

**WHEREAS**, Section 6(a) of Article VII of the Illinois Constitution of 1970 authorizes home rule units, such as the Village, to “exercise any power and perform any function pertaining to its government and affairs;” and

**WHEREAS**, Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, permits any powers, privileges, functions or authority exercised or which may be exercised by a unit of local government, such as the Village and the District, to be combined and exercised jointly with any other unit of local government; and

**WHEREAS**, the Parties entered into an “Intergovernmental Agreement Between the Village of Homer Glen and the Homer Township Road District” on March 20, 2003, which has been amended from time to time (as amended, collectively the “Former Agreement”); and

**WHEREAS**, the Former Agreement set forth the obligations and rights of the Parties regarding the maintenance, regulation, funding and operation of roads within the Village’s jurisdiction and the District’s jurisdiction; and

**WHEREAS**, since 2003, under the Former Agreement, the District has maintained and been responsible for maintaining and improving approximately one hundred fifty-three (153) miles of the combined District Road System and the Village Road System; and

**WHEREAS**, the Village and the District have worked closely together under the Former Agreement and have enjoyed a close working relationship with regard to the District’s maintenance and responsibility over the combined District Road System and the Village Road System; and

**WHEREAS**, under the Former Agreement, the District has accumulated real property and personal property required to maintain and be responsible for the approximately one hundred fifty-three miles (153) of roads and streets of the combined District Road System and the Village Road System; and

**WHEREAS**, the Parties desire to amend and restate their respective obligations and rights in the Former Agreement on the terms of this Agreement; and

**WHEREAS**, the Parties desire that the Village now maintain, improve, regulate and have jurisdiction over the roads and streets within the Village's jurisdiction, as described in Exhibit A attached as being maintained by "HG," on the terms and conditions in this Agreement; and

**WHEREAS**, the Parties desire that the District now maintain, improve, regulate and have jurisdiction over the roads and streets within the District's jurisdiction, as described in Exhibit A as being maintained by "HTRD," on the terms and conditions in this Agreement; and

**WHEREAS**, under this Agreement, the Village will maintain and be responsible for the one hundred thirty-five (135) miles of roads and streets in the Village Street System as of the "Commencement Date," as defined in Section 4.B. below, which mileage is expected to increase over time due to annexations of property, roads and streets into the Village; and

**WHEREAS**, under this Agreement, the District will only maintain and be responsible for approximately eighteen (18) miles of roads and streets in the District Road System as of the Commencement Date, which mileage is expected to decrease over due to annexations of property, roads and streets in Homer Township; and

**WHEREAS**, certain of the real property and personal property acquired by the District to meet its obligations under the Former Agreement are no longer needed or necessary, as much of the real property and personal property of the District will be surplus and idle as of the Commencement Date, as the District's road and streets maintenance obligations will be reduced by approximately eight-eight percent (88%) under this Agreement, as compared with under the Former Agreement; and

**WHEREAS**, the District and the Village desire that the District convey its surplus and idle real property and personal property to the Village as of the Commencement Date, and that the District retain rights in certain of its real property and personal property, on the terms and conditions in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and provisions in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the District agree as follows:

1. Incorporation. The preambles set forth above are incorporated and are a part of this Agreement.

2. Amendment and Restatement of the Former Agreement. The Former Agreement is restated and amended in its entirety by this Agreement and the Former Agreement is repealed and is no longer in effect.

3. Overview of Agreement. The Parties desire that the Village assume maintenance and regulatory authority over the Village Street System from the District. In order for the Village to do so, the Village requires certain idle and surplus real property and personal property from the District. The Parties believe that the real property and personal property transfers can be accomplished as set forth in this Agreement. In the event that these mutual and acknowledged assumptions are incorrect, then the Parties agree to make such modifications or amendments to this Agreement that are necessary to implement the assumptions and intents of the Parties.

4. Maintenance and Infrastructure Responsibilities.

A. Definitions.

i. District Road System means those roads and streets noted as being maintained by "HTRD" on Exhibit A, which are roads and streets over which the District has or acquires jurisdiction, pursuant to 605 ILCS 5/2-103 or other State or Federal law or regulation, excluding therefrom those roads and streets maintained by other entities, including but not limited to the County of Will, Illinois Department of Transportation ("IDOT") and private owners. Exhibit A shall be updated from time to time by the District, without the need for an amendment to this Agreement, to reflect the then-current roads and streets within the District Road System.

ii. Maintenance means snow plowing, shoulder, drainage ditch and storm sewer maintenance and repair, streetlight maintenance and repair, mowing right of ways, and maintenance, repair or resurfacing of paved roadway surfaces and repair and preservation activities.

iii. Village Street System means those roads and streets noted as being maintained by "HG" on Exhibit A, which are roads and streets over which the Village has or acquires jurisdiction, pursuant to 605 ILCS 5/2-104 or other State or Federal law or regulation, excluding therefrom those roads and streets maintained by other entities, including but not limited to the Counties of Will and Cook, IDOT and private owners. Exhibit A shall be updated from time to time by the Village, without the need for an amendment to this Agreement, to reflect the then-current roads and streets within the Village Street System.

B. Village Street System Maintenance and Infrastructure. Beginning March 31, 2021, or such other date as approved by the Village and the District in writing ("Commencement Date"), the Village shall maintain and be solely responsible for the

Village Street System and any improvements constructed thereon or related thereto, at its cost. As of the Commencement Date, the District delegates, grants, transfers, quit claims and conveys any maintenance responsibilities, jurisdiction and authority that it had, or that it otherwise acquired, over the Village Street System to the Village.

C. District Road System Maintenance and Infrastructure. Beginning on the Commencement Date, the District shall maintain the District Road System and be solely responsible for the District Road System and any improvements constructed thereon or related thereto, at its cost. As of the Commencement Date, the Village delegates, grants, transfers, quit claims and conveys any maintenance responsibilities, jurisdiction and authority that it had, or that it otherwise acquired, over the District Road System to the District.

5. Funds. As of the Effective Date, the Village shall retain all revenues it collects related to the Village Street System and the District shall retain all revenues it collects related to the District Road System.

6. Employment. On or after the Commencement Date, the Village desires to employ certain District employees who are no longer employed by the District. The Village shall have the sole discretion to determine the terms and conditions of such employment.

7. Conveyances and Lease.

A. Intent and Overview.

i. Intent. As of the Commencement Date, the District shall no longer require the real property and personal property described in Exhibit B attached hereto and made a part hereof ("Conveyed Property"), because the District will only be responsible for maintaining and improving the District Road System, of approximately eighteen (18) miles, and because the District will no longer be responsible for maintaining and improving the Village Street System, of approximately one hundred thirty-five (135) miles. As such, the personal property portion and the real property portion of the Conveyed Property shall be, and is determined by the District to be, idle and surplus property as of the Commencement Date.

ii. Overview. As set forth below in further detail:

a. Per Sections 7.B. and 7.C. of this Agreement, on the Commencement Date, the District shall convey to the Village, and the Village shall accept, the Conveyed Property on the terms and conditions in this Agreement;

b. Per Section 7.D. of this Agreement, simultaneous with the conveyance of the Conveyed Property from the District to the Village, the Village shall lease to the District, and the District shall

accept a lease for, the real property described and depicted in Exhibit C attached hereto and made a part hereof ("District Leased Property") on the terms and conditions in this Agreement; and

c. The District shall not convey the personal property described in Exhibit D attached hereto and made a part hereof ("District Personal Property") in order to allow the District to continue to maintain and improve the District Road System after the Commencement Date.

B. Real Property Conveyance. On the Commencement Date, the District shall convey the real property portion of the Conveyed Property to the Village pursuant to any lawful method, such as, but not limited to, under the Illinois Local Government Property Transfer Act, 50 ILCS 605/1, *et seq.* The Parties shall comply with all legal requirements and preconditions to the transfer of the real property portion of the Conveyed Property. The conveyance shall be pursuant to the "Real Estate Sale Contract" attached hereto as Exhibit E, and made part hereof ("Contract"), with such changes made to the Contract to make it consistent with this Agreement. The terms of the conveyance include:

- i. Purchase price: Ten and No/100 Dollars (\$10.00);
- ii. Warranties: as-is, where-is, with no warranties or representations of any kind, including environmental;
- iii. Deed: Special Warranty Deed; and
- iv. Any survey, title or closing costs: paid by the Village.

C. Personal Property Conveyance. On the Commencement Date, the District shall exchange and convey the personal property portion of the Conveyed Property to the Village for Ten and No/100 Dollars (\$10.00) pursuant to any lawful method, such as, but not limited to, under Sections 6-201.10 and 6-201.10-1 of the Illinois Highway Code, 605 ILCS 5/6-201.10 and 6-201.10-1. The Parties shall comply with all legal requirements and preconditions to transfer of the personal property portion of the Conveyed Property. After the Commencement Date, the Village shall allow the District reasonable use of the personal property portion of the Conveyed Property to assist the District in the performance of its duties. The exchange and conveyance of the personal property portion of the Conveyed Property shall be by a bill of sale in substantially the form attached hereto as Exhibit F and made a part hereof, with such changes thereto as reasonably made by the Parties.

D. District Leased Property. Simultaneous with the conveyance of the real property portion of the Conveyed Property from the District to the Village pursuant to Section 7.B., the District shall lease the District Leased Property from the Village pursuant to any lawful method, such as, but not limited to under Sections and 6-107, 6-801 and 6-805 of the Illinois Highway Code, 605 ILCS 5/6-107, 6-801 and 6-805, and pursuant to a

written lease to be entered into by the Parties, and the Village shall grant the District a nonexclusive ingress, egress and access easement over the real property portion of the Conveyed Property to and from the District Leased Property and 151st Street. The Parties shall comply with all legal requirements and preconditions to the lease of the District Leased Property and the easement. The lease shall be pursuant to the "Lease" attached hereto as Exhibit G, and made part hereof ("Lease"), with such changes made to the Lease to make it consistent with this Agreement. The terms of the Lease include:

i. Term: ten (10) years, with renewals for additional ten (10) year terms, upon mutual agreement of the Parties.

ii. Rent: Ten and No/100 Dollars (\$10.00) per term.

iii. Utilities: all utilities shall be paid by the Village.

iv. Purchase option: the District may purchase the District Leased Property from the Village for the sum of Ten and No/100 Dollars (\$10.00) on not less than six (6) months of written notice to the Village. The conveyance of the District Leased Property by the Village to the District shall be pursuant to any lawful method, such as, but not limited to, under the Illinois Local Government Property Transfer Act, 50 ILCS 605/1, *et seq.* The Parties shall comply with all legal requirements and preconditions to the transfer of the District Leased Property. If the District exercises its option to purchase the District Leased Property, the Parties shall cause the District Leased Property to be subdivided into a separate lot of record, be a separate assessment lot and submit the District Leased Property, and the Village-owned lot which it is a part of, to the Illinois Condominium Property Act, 765 ILCS 605/1, *et seq.*, as amended, and create a unit owners' association under said Act, so that the District Leased Property, and contiguous Village-owned property, are part of the same unit owners' association, as defined in the Act.

8. Effective Date and Term. This Agreement shall be in full force and effect from the Effective Date, which shall be the last date on which the Village or the District executes this Agreement. With the exception of Section 7 above, the obligations and terms of the Agreement shall continue in effect for a term of two (2) years from the Effective Date and shall renew for successive two (2) year periods, unless terminated by the Village or the District upon written notice to the other of not less than one (1) year prior to the expiration of the then-current term. The conveyances of real property and personal property and the Lease in Section 7 shall be final and irrevocable upon completion, and the rights of the respective Parties shall continue in perpetuity or as otherwise provided in the Real Estate Sales Contract, Bill of Sale, and Lease, as applicable.

9. Miscellaneous.

A. Traffic Citations. The Village shall be entitled to any and all fines, penalties or charges generated by citations written regarding the Village Street System.

B. Representatives. The Village Manager, unless applicable law requires action by the Mayor and Board of Trustees of the Village, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by and provided for in this Agreement. The District Highway Commissioner shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the District and with the effect of binding the District as limited by and provided for in this Agreement.

C. Coordination. The Parties each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, conveying, transferring, pledging, assigning and confirming unto the Parties, all and singular, the rights and property covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

D. Defense of Agreement. In the event that any court or governmental agency having jurisdiction over the subject matter contemplated by this Agreement shall, in the context of proceedings involving any third party, question whether this Agreement is contrary to law, or in the event the legitimacy of the Agreement is otherwise challenged before a court or governmental agency having jurisdiction thereof other than in the context of a dispute between the Parties hereto, then the Parties shall jointly and severally defend the integrity of the Agreement. The Parties shall have their choice of counsel and the right to conduct their own defense. Each Party shall bear its own costs of defense of the Agreement, except that the Village shall pay up to Fifty Thousand and No/100 Dollars (\$50,000.00) of the District's costs of defense of the Agreement. Furthermore, the District shall have a duty to cooperate with the defense of the Agreement, and shall not unreasonably withhold its consent to any settlement that the Village deems to be in the best interest of the Parties and not inconsistent with the Agreement. In the event that the District withholds its consent to a settlement that the Village finds to be in the best interest of the Parties and not inconsistent with the Agreement, the Village's obligation to pay for any continued defense costs of the District shall terminate.

E. Insurance and Indemnification.

i. Insurance. Each of the Parties shall maintain during the term of this Agreement a policy or policies of commercial general liability with policy limits of not less than Five Million and No/100 Dollars (\$5,000,000.00) for each occurrence

/ aggregate as applicable, and a policy or policies of automobile liability insurance with a policy limit of no less than Five Million and No/100 Dollars (\$5,000,000.00) combined single limit coverage and no less than Three Hundred Thousand and No/100 Dollars (\$300,000.00) uninsured motorist coverage. Each of the Parties shall cause the other to be named as an insured on its policy or policies of insurance and shall provide the other with a certificate of insurance and a copy of such policy or policies of insurance. Such policy or policies shall not be subject to cancellation or termination exception upon fifteen (15) days prior notice to both the named insureds.

ii. Indemnification. Except as otherwise provided in Section 9.D., the Village and the District agree to mutually indemnify and hold the other, and the other's elected officials, employees and agents, harmless from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including reasonable attorney fees, arising out of or relating to any claims or causes of action that are brought by third parties relating to the enforceability, validity or legality of this Agreement.

F. Governing Law and Venue. The laws, cases and statutes of the State of Illinois shall govern the validity, performance and enforcement of this Agreement. Any court proceedings between the Parties related to this Agreement or the subject matters herein shall be brought in Will County, Illinois.

G. Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) e-mail, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Village of Homer Glen  
14240 W. 151st Street  
Attention: George Yukich, Mayor  
Homer Glen, Illinois 60491  
Email: mayoryukich@homerglen.org

With a copy to: Village of Homer Glen  
14240 W. 151st Street  
Homer Glen, Illinois 60491  
Attention: Karie Friling, Village Manager  
Email: kfriling@homerglenil.org

and: Mahoney, Silverman & Cross, LLC  
822 Infantry Drive, Suite 100  
Joliet, Illinois 60435  
Attention: Eric P. Hanson  
Email: ehanson@msclawfirm.com

If to District: Homer Township Road District  
14400 W. 151st Street  
Homer Glen, Illinois 60491  
Attn: Michael DeVivo, Highway Commissioner  
Email: homerhighway@aol.com

and: Klein, Thorpe and Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Attention: Gregory T. Smith  
Email: gtsmith@ktjlaw.com

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4) shall be deemed received forty-eight (48) hours following deposit in the mail.

H. Severability. If any provision, clause or term of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall continue to be fully operative.

I. Time is of the Essence. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the date for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the date of such performance shall be extended to the next business day.

J. Amendments. The Parties agree that this Agreement, and the Exhibits attached hereto may be amended only by the mutual written consent of the Parties by means of the same procedures used to adopt this Agreement and authorize its execution in the first instance, unless otherwise provided herein.

K. Headings. The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the Parties hereto.

L. Counterparts and Authorization. This Agreement may be executed in identical original counterparts, with each counterpart constituting the entire Agreement. Each person signing this Agreement on behalf of a Party represents that he or she has been duly and validly authorized by such Party to execute this Agreement on behalf of such Party.

M. Originals. This Agreement may be reproduced by means of Xerox process, electronic scanning or otherwise. Each such reproduction shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

N. Singular and Plural. Terms used in this Agreement shall be read in the singular or plural as may be appropriate to the context in which they are used.

O. Waiver. No waiver by either Party of any breach of any term or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition herein. No term or condition of this Agreement shall be deemed waived by either Party unless waived in writing.

P. Entire Agreement. Except as provided herein, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the entire agreement of the Parties regarding the subject matters of this Agreement.

Q. Remedies. Either Party may, at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Agreement. No action taken by either Party pursuant to the provisions of this Section 9.Q., or pursuant to the provisions of any other Section of this Agreement, shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to either Party at law or in equity.

R. Default and Breach. In the event of any breach of or default under this Agreement, the Parties shall give prompt written notice of such alleged breach or default and the Party receive such notice shall have thirty (30) days after receipt of such notice to cure such alleged breach or default, prior to the seeking of any remedy provided for herein, provided, however, that said thirty (30) Day period shall be reasonably extended if the defaulting Party has initiated the cure of said breach of default and is diligently proceeding therewith.

S. No Third-Party Beneficiaries. This Agreement and the covenants herein contained are made solely for the benefits of the Parties, and their respective successors, assigns, affiliates and representatives and no other person shall be entitled to any rights hereunder.

T. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Party.

U. No Conflict of Interest. No elected official, officer, agent or employee of the Village or the District has or shall have any personal interest, direct or indirect, in this Agreement; nor shall any such elected officials, officers, agents or employees participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

V. No Personal Liability of Officials of the Village or the District. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Village Mayor, member of the Village Board of Trustees, Village Manager, District Highway Commissioner, any elected official, officer, agent, employee or attorney of the Village or the District, in his or her individual capacity, and no elected official, officer, agent, employee or attorney of the Village or the District shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

W. Exhibits. To the extent of any conflict between an Exhibit attached to this Agreement and a term of this Agreement, this Agreement shall control. The following Exhibits are attached hereto and made a part hereof:

- i. Exhibit A – Description of the District Road System and the Village Street System
- ii. Exhibit B – Description of the Conveyed Property
- iii. Exhibit C – Description and Depiction of the District Leased Property
- iv. Exhibit D – Description of the District Personal Property
- v. Exhibit E – Real Estate Sales Contract
- vi. Exhibit F – Bill of Sale
- vii. Exhibit G – Lease

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on or as of the day and year first above written.

**VILLAGE OF HOMER GLEN**,  
an Illinois home rule municipal corporation

**ATTEST:**

By: \_\_\_\_\_  
George Yukich, Village Mayor

By: \_\_\_\_\_  
Christina Neitzke-Troiike, Village Clerk

**HOMER TOWNSHIP ROAD DISTRICT**,  
an Illinois road district

By: \_\_\_\_\_  
Michael DeVivo, Highway Commissioner

**ACKNOWLEDGMENT**

State of Illinois        )  
                                  ) SS  
County of Will         )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the Mayor and Village Clerk of the Village of Homer Glen, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said Illinois municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Illinois municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

Notary Public

**ACKNOWLEDGMENT**

State of Illinois     )  
                                  ) SS  
County of Will        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the Highway Commissioner of the Homer Township Road District, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Highway Commissioner, he signed and delivered the said instrument pursuant to authority given by the Homer Township Road District, as its free and voluntary act, and as the free and voluntary act and deed of said Illinois road district, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**DESCRIPTION OF THE DISTRICT ROAD SYSTEM AND  
THE VILLAGE STREET SYSTEM**

(attached)

**EXHIBIT B**

**DESCRIPTION OF THE CONVEYED PROPERTY**

(attached)

**EXHIBIT C**

**DESCRIPTION AND DEPICTION OF THE DISTRICT LEASED PROPERTY**

(attached)

**EXHIBIT D**

**DESCRIPTION OF THE DISTRICT PERSONAL PROPERTY**

(attached)

**EXHIBIT E**  
**REAL ESTATE SALES CONTRACT**

(attached)

## REAL ESTATE SALE CONTRACT

(“Contract”)

1. The Village of Homer Glen (“Purchaser”) agrees to purchase at a price of Ten and No/100 Dollars (\$10.00) (“Purchase Price”) on the terms set forth herein, the real estate in Will County, Illinois legally described in Exhibit 1 attached hereto and made a part hereof (collectively the “Property”).
2. The Homer Township Road District (“Seller”) agrees to sell the Property, at the Purchase Price and on the terms and the conditions set forth herein, and to convey or cause to be conveyed to Purchaser thereto by a recordable Quit Claim Deed (“Deed”) subject to the “Permitted Exceptions” (as defined in the attached “Conditions and Stipulations” which are made a part hereof), together with the any and all personal property, including fixtures presently located thereon, which the Seller shall execute and deliver to Purchaser a bill of sale.
3. Prior to the conveyance of the Property to Purchaser, Purchaser, at its cost and expense, may obtain a survey of the Property (“Survey”), prepared by a surveyor licensed by the State of Illinois.  
  
Upon approval of the Survey, the legal description in Exhibit 1 shall be automatically revised to be that of the legal description in the Survey and “Title Commitment” (as defined in the attached Conditions and Stipulations). At either party’s request, any changes to the legal description shall be confirmed in writing signed by both parties.
4. The time of closing (“Closing”) shall be on a date agreeable to the Purchaser and the Seller (“Closing Date”), at an agreeable location.
5. Simultaneous with the Closing, the parties shall enter into, and thereafter abide by, the “Lease” attached hereto and made a part hereof as Exhibit 2, for a portion of the Property.
6. Each party hereto hereby represents and warrants to the other that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Contract. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder.
7. This Contract is subject to the Conditions and Stipulations set forth on the following pages, which Conditions and Stipulations are made a part of this Contract.
8. This Contract shall be deemed dated and become effective on the date that the Seller’s President and Clerk sign this Contract, which date shall be the date stated next to their signature (“Effective Date”).

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date next to their respective signature.

**SELLER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed by Seller on  
\_\_\_\_\_

**PURCHASER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed by Purchaser on  
\_\_\_\_\_

## CONDITIONS AND STIPULATIONS

1. Within \_\_\_\_\_ (\_\_\_) days of the Effective Date, Purchaser, at its cost and expense, shall obtain a title commitment issued by \_\_\_\_\_ ("Title Company"), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), with extended coverage over the standard exceptions 1 through 5, if Purchaser's requires extended coverage and at the Purchaser's cost ("Title Commitment"), together with copies of all underlying title documents listed in the Title Commitment ("Underlying Title Documents"), subject only to (i) covenants, conditions, restrictions and easements of record (ii) all applicable laws and ordinances affecting the Property, including but not limited to, zoning, subdivision, public health, environmental and building; (iii) public and private easements, recorded and unrecorded for utilities and drainage and other purposes over, under and upon the Property; (iv) the restrictions and reservations, if any, contained in the Deed; (v) 2020 and 2020 general real estate taxes not yet due and payable and subsequent years; and (vi) acts done or suffered by or judgments against Purchaser (collectively, the "Permitted Exceptions"). If the Title Commitment, Underlying Title Documents or the Survey (as hereinafter defined) disclose exceptions to title, which are not acceptable to Purchaser ("Unpermitted Exceptions"), Purchaser shall have thirty (30) days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Purchaser shall provide Seller with a title and survey objection letter ("Purchaser's Objection Letter") listing those matters, which are not acceptable to Purchaser. Seller shall have thirty (30) days from the date of delivery of the Purchaser's Objection Letter ("Seller's Cure Period") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions or to cure any Survey Defects, the time of Closing shall be extended thirty (30) days ("Extended Title Closing Date") after Purchaser's receipt of a proforma title policy ("Proforma Title Policy") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions or correcting the Survey Defects within the specified time, Purchaser may elect to either (i) terminate this Contract, or (ii) upon notice to Seller within ten (10) days after Purchaser's receipt of Seller's intention not to cure the Unpermitted Exceptions or Survey Defects, to take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. If Purchaser does not so elect, this Contract shall become null and void without further action of the parties. The Seller shall pay the cost for any later date title commitments and Purchaser shall pay for the cost of the Proforma and later date to the Proforma Title Policy and any loan policy for Purchaser's Lender. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the Permitted Exceptions and any Unpermitted Exceptions or defects in the title disclosed by the Survey, if any, as to which the title insurer commits to extend insurance in the manner specified in this Paragraph.
2. General land taxes shall be prorated as of the closing date on the basis of the prior year's taxes increased five percent (5%), unless the Seller has obtained an exemption for payment of real

estate taxes from the Department of Revenue, in which event, the Purchaser shall be responsible for payment of real estate taxes on the day of Closing through to and including December 31, 2021 and subsequent years.

3. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.
4. This sale shall be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the Purchase Price and delivery of the Deed shall be made through the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser.
5. Time is of the essence of this Contract.
6. Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or C) by facsimile transmission on the day of transmission, with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepared, return receipt requested, if addressed to the parties as follows:

To Seller: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTENTION: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

To Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTENTION: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FAX: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

Either party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner, as all other notices are required to be delivered hereunder.

7. The parties acknowledge that as the Seller is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35 ILCS 200/31-45(b). Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.
8. This Contract shall be deemed dated and become effective on the date that the authorized signatories of Seller shall sign the Contract, which date shall be the date provided next to the Seller's signature.
9. This Contract shall be subject to the terms and conditions of the "Amended and Restated Intergovernmental Agreement by and Between the Village of Homer Glen and the Homer Township Road District" dated December 9, 2020 ("IGA"), and, to the extent of any conflict between the terms of this Contract and said IGA, the terms of the IGA shall control.
10. This Contract and the Exhibit attached hereto, if any, and made a part hereof, or required hereby, embody the entire contract between the parties hereto with respect to the Real Estate and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Contract, of any kind whatsoever, shall be made or claimed by Seller or Purchaser, and no notices of any extension, change, modification or amendment made or claimed by Seller or Purchaser (except with respect to permitted unilateral waivers of conditions precedent by Purchaser) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Purchaser.
11. The following Exhibits, Schedules, Riders or attachments are hereby attached hereto and made a part hereof by reference:

Exhibit 1 – Legal Description of Property

Exhibit 2 – Lease

**EXHIBIT 1 TO REAL ESTATE SALES CONTRACT**

**Legal Description of Property**

The real property described in Exhibit B to the IGA

**EXHIBIT 2 TO REAL ESTATE SALES CONTRACT**

**LEASE**

Attached as Exhibit G to the IGA

**EXHIBIT F**  
**BILL OF SALE**  
(attached)

**BILL OF SALE**

The Homer Township Road District (“Seller”) in consideration of Ten and No/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto the Village of Homer Glen, an Illinois home rule municipal corporation (“Buyer”), the personal property (“Personal Property”) described in Exhibit 1 attached hereto and made a part hereof.

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of the Personal Property and that Seller has full right, power and authority to sell the Personal Property and to make this Bill of Sale. **THE PERSONAL PROPERTY IS TRANSFERRED AS-IS, WHERE-IS, WITH NO REPRESENTATIONS, WARRANTIES OR GUARANTIES. FURTHER, ALL WARRANTIES OF QUALITY, FITNESS AND MERCHANTABILITY ARE HEREBY EXCLUDED.**

**IN WITNESS WHEREOF**, the undersigned has executed this Bill of Sale as of \_\_\_ day of \_\_\_\_\_, 2020.

**SELLER:**

**HOMER TOWNSHIP ROAD DISTRICT**

\_\_\_\_\_  
By: Michael DeVivo, Highway Commissioner

**SUBSCRIBED AND SWORN** to before me  
this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

**EXHIBIT 1 TO BILL OF SALE**

Description of the Personal Property

The personal property in Exhibit B to IGA

**EXHIBIT G**

**LEASE**

(attached)

**LEASE**

**THIS LEASE**, dated the \_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), between the Village of Homer Glen, an Illinois home rule municipal corporation (“Landlord”), and the Homer Township Road District, an Illinois road district (“Tenant”).

**WITNESSETH:**

**SECTION 1: PREMISES.** Landlord hereby leases to tenant the premises legally described and depicted on Exhibit A attached hereto and made a part hereof (“Premises”).

**SECTION 2: TERM.** Tenant is hereby granted the right to have and to hold the Premises pursuant to the terms and conditions of this Lease for a defined term commencing at midnight on the Effective Date and ending at midnight on ten (10) years from the Effective Date. This Lease shall renew for additional ten (10) year periods unless terminated by the Tenant.

**SECTION 3: RENT.** Tenant covenants to pay Landlord, without previous demand therefor and without any set-off or deductions whatever, the amount of Ten and No/100 Dollars (\$10.00) for each Term, the receipt and sufficiency of which is acknowledged.

**SECTION 4: SECURITY DEPOSIT.** Tenant shall not make any security deposit with Landlord.

**SECTION 5: PAYMENTS TO LANDLORD.** All rental and other payments provided for in this Lease shall be payable to Landlord at Landlord's office, 14240 W. 151st Street, Homer Glen, Illinois 60491, or at such other place as Landlord shall, from time to time, direct in writing.

**SECTION 6: USE AND OPERATION.** Subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities having jurisdiction over the Premises and any fire insurance rating organization, Tenant covenants and agrees that it shall use the Premises as an Illinois road district facility, for reasonably related accessory uses, and for no other purpose.

**SECTION 7: INSURANCE.** Tenant shall indemnify and save harmless the Landlord against any liabilities or claims for bodily injury or damage to persons or property caused by any acts done or omitted to be done by Tenant or any concessionaires or subtenants or their respective licensees, servants, contractors, invitees, visitors, officers, agents or employees in or about the Premises. During the Term of this Lease, Tenant agrees to obtain from a responsible insurance company, or companies, at its expense, insurance coverages of the type, in the amounts and subject to the conditions as set forth below:

General Liability:	\$500,000 per occurrence \$1,000,000 general aggregate
Umbrella:	\$1,000,000 per occurrence \$1,000,000 general aggregate (Umbrella coverage is over General Liability limits)

The Tenant shall at all times during the Term of the Lease furnish to the Landlord satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Landlord. Said certificates shall contain a clause to the effect that, for the duration of the Lease, no insurance policy shall be canceled, expire or changed as to the amount of coverage without written notification at least thirty

(30) days in advance to the Landlord. In addition, said certificates shall list the Landlord and its elected officials, officers, agents and employees as additional insureds on all required insurance policies except the workers compensation policy, and said certificates shall clearly indicate that all insurance coverages provided by the Tenant are primary and non-contributory to any coverages maintained by the Landlord.

Each of the parties hereto hereby waives, releases and discharges the other party of and from all right of recovery against the other party by subrogation or otherwise, for any loss of or damage to the Premises or contents thereof wherein the parties are protected from such loss or damage by insurance provided that such waiver does not adversely affect either party's insurance protection.

**SECTION 8: NON-LIABILITY OF LANDLORD.** Landlord shall not be liable to Tenant for any injury or damage to Tenant or its property on the Premises occasioned by fire or other casualty, by leaking water, or by any defect in the Premises, except when caused through the negligent or intentional acts or omissions of Landlord or its officers, agents or employees.

**SECTION 9: FIRE OR OTHER CASUALTY.** In the event the Premises is substantially damaged by fire or other casualty, such as for example a flood, storm or lightning, to the extent that it is not useable by Tenant for its purposes, or the Premises is found to be structurally unsound and unsafe, Landlord shall restore the premises at its cost and expense.

**SECTION 10: DELIVERY OF POSSESSION UPON TERMINATION.** At the termination of the Term of this Lease, by lapse of time or otherwise, Tenant will yield up immediate possession of the Premises, to Landlord, in the same, or better, condition as

such improvements were in at the commencement of the Term, casualty damages and ordinary wear and tear excepted, and will return the keys therefor to Landlord at the place of payment of rent. If Tenant retains possession of the Premises or any part thereof after the termination of the Term by lapse of time or otherwise, said holding over shall create a tenancy at sufferance, at a rental of Five Hundred and No/100 Dollars (\$500.00) per day (as the same may be adjusted by the change in the Consumer Price Index from the date of this Lease to the end of the calendar year preceding the date of the holdover by Tenant), for the time Tenant remains in possession.

**SECTION 11: INDEMNITY.** Tenant agrees to indemnify and save Landlord, its officers, agents and employees harmless from and against any and all claims and demands (except such as result from the negligent or intentional acts or omissions of Landlord, or its officers, agents or employees) for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the use of the Premises by the Tenant, or arising directly or indirectly from any act or omission of Tenant or any concessionaire or subtenant of Tenant, or their respective licensees, servants, officers, agents, employees, invitees, or contractors, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon.

**SECTION 12: DEFAULT.** Each of the following shall constitute an event of default ("Default") under this Lease:

- (a) Tenant shall fail to continue to use the Premises in accordance with the use permitted under Section 6 of this Lease or shall use the Premises for a use or uses that are not permitted under the Lease, and in either case such event

continues for a period of thirty (30) days after Landlord provides written notice of same to Tenant;

(b) Tenant fails to perform any obligation or observe or perform any covenant of Tenant under this Lease, and such failure continues for a period of thirty (30) days after Landlord provides written notice of same to Tenant.

After the occurrence of a Default, Landlord may terminate Tenant's right to possession of the Premises, with or without any additional notice or demand whatsoever, and the mere retention of possession thereafter by Tenant shall constitute a forcible detainer of the Premises; and if the Landlord so elects, but not otherwise, and with or without notice of such election or any additional notice or demand whatsoever, this Lease shall thereupon terminate, and Landlord shall be entitled to take any action or pursue any remedy permitted under law or in equity.

**SECTION 13: REPAIRS, MAINTENANCE AND ALTERATIONS:**

**A. LANDLORD'S OBLIGATIONS:** In no event shall the Landlord have any responsibility for the repairs or maintenance of the Premises during the Term.

**B. TENANT'S OBLIGATIONS:** Tenant shall at its own cost and expense shall be responsible for the repair and maintenance of the Premises during the Term. Tenant shall place the Premises in a good and safe condition as of the end of the Term of this Lease.

**SECTION 14: TRADE FIXTURES.** Tenant shall have the right to remove fixtures, machinery, equipment appurtenances, and other property furnished or installed by Tenant or by Landlord on the Premises.

**SECTION 15: COVENANT AGAINST LIENS.** Tenant shall not do any act, or make any contract which may create or be the foundation for any lien or other encumbrance upon any interest of Landlord in any portion of the Premises. If, because of any act or omission (or alleged act or omission) of Tenant or its officers, agents or employees, any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against Landlord or any portion of the Premises (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), Tenant shall, at its own cost and expense, cause same to be discharged of record or bonded within ten (10) days after notice to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees resulting therefrom. If Tenant fails to comply with the foregoing provisions, Landlord shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Tenant agrees to reimburse Landlord (as additional rent) with interest thereon promptly upon demand. All materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracted with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they must look exclusively to Tenant to obtain payment for same.

**SECTION 16: ACCESS TO PREMISES.** Landlord and its designees shall have the right to enter upon the Premises at all hours without prior notice in the event of an emergency, and to enter upon the Premises at reasonable hours with reasonable notice

in all events other than an emergency to inspect the same, or to make repairs to the Premises.

**SECTION 17: ASSIGNMENT.** Tenant shall not sublet the Premises or any part thereof, nor assign, mortgage or otherwise encumber or dispose of this Lease or any interest therein, nor grant any concessions or licenses for the occupancy of the Premises, or any part thereof, except with the prior written consent of the Landlord. Notwithstanding any such permitted assignment, the Tenant nonetheless remains liable for the payment of rent and the performance of all other obligations of the Tenant and covenants under the Lease.

**SECTION 18: TENANT'S ADDITIONAL OBLIGATION.** Tenant agrees to comply with all laws, ordinances, rules and regulations of governmental authorities (including zoning laws and building codes) and insurance underwriters and any organization exercising similar functions affecting the Premises, but this subsection shall not be construed to require Tenant to comply with any such laws, ordinances, rules or regulations which require structural changes in or any repairs to the Premises unless the same are made necessary by any act, omission or work performed by Tenant or its officers, agents and employees or any concessionaire or subtenant of Tenant or their respective licensees, servants, officers, agents, employees, invitees or contractors.

**SECTION 19: UTILITIES.** Tenant agrees to pay promptly, as and when the same become due and payable, all charges for the cost of electric, natural gas, telephone, cable television, internet access services, garbage pick-up, water, sanitary sewer service, and all other utilities supplied to the Premises accrued during the Term of this Lease, which accounts shall all be placed in Tenant's name, to the fullest extent possible.

**SECTION 20: RIGHT TO CURE DEFAULTS.** If Tenant shall fails to comply fully with any of its obligations under this Lease (including, without limitation, its obligations to maintain various policies of insurance, comply with all laws, ordinances and regulations and pay bills for utilities), then Landlord shall have the right, at its option, after Tenant's rights to cure have expired, to cure such breach at Tenant's expense. Tenant agrees to reimburse Landlord (as additional rent) for all costs and expenses incurred as a result thereof, together with interest thereon, promptly upon demand.

**SECTION 21: QUIET ENJOYMENT.** Landlord covenants that upon Tenant paying the rent and performing and observing all of Tenant's other Lease obligations, Tenant may peaceably and quietly have, hold and enjoy the Premises for the Term.

**SECTION 22: RELATIONSHIP OF PARTIES.** Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Landlord and Tenant.

**SECTION 23: NOTICES.** Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless served in writing and sent by United States registered or certified mail, return receipt requested.

**SECTION 24: WAIVER.** One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

**SECTION 25: ENTIRE AGREEMENT.** No oral statement or prior written matter shall have any force or effect all of which shall merge herein and be superseded hereby. No waiver of any provision of this Lease shall be effective unless in writing, signed by the waiving party. This Lease shall not be modified except by a writing subscribed by all parties. The invalidity or unenforceability of any provisions of this Lease shall not affect or impair any other provision. All captions herein are solely for convenience and shall not be given any legal effect.

Except as otherwise provided in this Lease, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals.

**TENANT:**

**HOMER TOWNSHIP ROAD DISTRICT,**  
an Illinois road district

**LANDLORD:**

**VILLAGE OF HOMER GLEN,**  
an Illinois home rule municipal  
corporation

---

By: Michael DeVivo, Highway  
Commissioner

---

Name: George Yukich  
Title: Mayor

**ATTEST:**

By: \_\_\_\_\_

Name: Christina Neitzke-Troiike

Title: Village Clerk

Date Tenant executed:  
\_\_\_\_\_, 2020

Date Landlord executed: \_\_\_\_\_  
\_\_\_\_\_, 2020

**EXHIBIT 1 TO LEASE**  
**DESCRIPTION AND DEPICTION OF THE PREMISES**

Attached as Exhibit C to IGA