

## **LEASE AGREEMENT**

This LEASE AGREEMENT (“Agreement”) made between THE CONSERVATION FOUNDATION, an Illinois not-for-profit corporation organized and existing under and by virtue of the laws of the State of Illinois, and duly authorized to do business by the statutes of the State of Illinois (“Lessor”), having its principal address at 10S404 Knoch Knolls Road, Naperville, Illinois, 60565, and FOREST PRESERVE DISTRICT OF KANE COUNTY, an Illinois municipal corporation (“Lessee”), having its principal address at 1996 South Kirk Road, Suite 320, Geneva, Illinois 60134. Lessor and Lessee are hereafter sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

### **I. RECITALS**

A. Lessor is in the process of pursuing the acquisition of the real estate described hereafter, and once Lessor becomes the owner of said real estate, Lessee desires to immediately lease and potentially acquire the real estate by way of a proposed purchase of the real estate from Lessor for those forest preserve uses and purposes consistent with open space preservation, the preservation of flora and fauna and creating a link and corridor to adjacent land owned by Lessee.

B. Lessor and Lessee are both dedicated to the conservation and preservation of land, water areas, natural areas and open space, and believe that the real estate possesses natural, scenic, water, aesthetic and ecological values of great importance to Lessor, Lessee and the public, and functional environmental value related to open space preservation.

C. Lessor and Lessee desire to enter into this Agreement to define their rights, duties and liabilities relating to the real estate.

### **II. TERMS AND CONDITIONS**

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

#### **SECTION ONE** **Adoption of Recitals**

The Parties hereby adopt the foregoing Recitals and affirm that the construction of this Agreement shall be guided thereby.

**SECTION TWO**  
**Subject and Purpose**

Upon the date Lessor becomes the owner thereof, Lessor hereby leases the approximate 120.00 +/- acre real estate located at the corner of Binnie Road and Randall Road, unincorporated Kane County, West Dundee, Illinois 60118 (permanent index numbers 03-17-300-009, 03-17-300-011, 03-17-300-012, 03-17-300-014, 03-20-101-005 and 03-20-101-006 ), and more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein (the "Property"), to Lessee for Lessee's forest preserve use as follows: To promote preservation of the Property in its open space condition, to preserve the flora, fauna and scenic beauties thereon, for passive public recreation and such other statutorily authorized forest preserve district purposes which shall also include the continued agricultural farming on a portion of the Property consistent with that Farm Lease dated \_\_\_\_\_ with Tenant, \_\_\_\_\_, which shall be assigned to Lessee as of the Commencement Date (defined below). This Agreement shall become effective on the date which Lessor becomes sole owner of the Property. In the event Lessor does not become the owner thereof, this Agreement shall have no force and effect. Lessor agrees to use its best efforts to acquire and become the sole owner of the Property.

**SECTION THREE**  
**Term, Rent and Additional Consideration**

A. Lessor leases the Property for a term of two (2) years, commencing on the date on which Lessor closes on its acquisition of the Property (the "Commencement Date"), and terminating on a date that is two (2) calendar years after the Commencement Date at 12:00 p.m. (the "Term"). Lessee shall pay rent to Lessor in the amount of One Thousand Dollars (\$1,000)/month during the Term, not as a profit to TCF, but rather to cover any carrying costs and expenses incurred by Lessor as part of the transaction and to defray those operational, administrative and program costs incurred and anticipated throughout the Term.

B. As consideration for Lessor acquiring and holding the Property, on or within fourteen (14) days after the Commencement Date, Lessee shall pay or reimburse to Lessor, as the case may be, the following charges: (i) Lessor's soft costs incurred in completing the acquisition of the Property, including any and all closing, survey, title, environmental due diligence costs, attorney fees and Lessor's staff time; and (ii) the additional sum of Five Thousand Dollars (\$5,000) which represents one-half of Lessor's Project Fee. In the event Lessee thereafter purchases the Property from Lessor, Lessee also agrees to pay all closing, survey, title and all other costs associated with Lessor's conveyance of the Property to Lessee, including Lessor's attorney fees, staff time and the sum of Five Thousand Dollars (\$5,000) which represents the balance of Lessor's Project Fee.

C. The Term of this Agreement may be shortened or extended without penalty by the written mutual agreement of Lessor and Lessee.

**SECTION FOUR**  
**Possession and Management**

During the Term, Lessee shall be entitled to exclusive possession and use of the Property and shall be responsible for all management of the Property, which shall be expressly subject to the Farm Lease. With Lessor's written consent, Lessee shall be allowed to demolish any existing structures on the Property. As of the Commencement Date, Lessor shall assign the Farm Lease to Lessee and Lessee acknowledges that Lessee shall be the sole landlord under the Farm Lease and shall fully honor all obligations under the Farm Lease. In addition to any indemnification provided for under this Agreement, Lessee shall also hold harmless, indemnify and defend the Lessor Released Parties (defined hereafter) from any and all claims, liability or obligations under the Farm Lease. During the Term Lessee also agrees to defend against and promptly remedy, at its sole expense, any encroachments, dumping, trespass or other unauthorized use or activities undertaken on any part of the Property by any neighbors or other third parties, and shall provide prompt written notice to Lessor if any such unauthorized activity or use is occurring on the Property.

**SECTION FIVE**  
**Unlawful or Dangerous Activity**

Lessee shall not use or occupy the Property, or any part of the Property, for any unlawful, disreputable or hazardous purpose, nor shall Lessee operate or conduct business in a manner constituting a nuisance of any kind. Lessee shall immediately, upon the discovery of any unlawful, disreputable or hazardous use, take action to halt such activity.

**SECTION SIX**  
**Taxes and Other Charges Against the Property**

A. Lessor shall apply for an exemption from real estate taxes on the Property as of the Commencement Date, and Lessor and Lessee agree to cooperate to obtain an exemption from real estate taxes on the Property upon Lessor becoming owner, including but not limited to, executing an application therefor and supporting documents in connection therewith. In the event an exemption is not obtained, Lessee shall be solely responsible to pay as additional rent, on or before the last day on which payment may be made without penalty or interest, any and all real estate or other taxes, assessments or other governmental charges that shall or may during the Term be imposed on, or arise in connection with the Property, except that Lessor shall pay or reimburse to Lessee, as the case may be, any prorated credit of the real estate taxes received by Lessor at the closing on Lessor's acquisition of the Property.

B. Lessee shall pay all taxes assessed in lieu of, or in addition to, the foregoing under all present or future laws of all governmental authorities whatsoever.

C. Lessee shall, within thirty (30) days after the time provided for the payment of any tax or other charge due under this Section, produce to Lessor satisfactory evidence of the timely payment. If not so timely paid, Lessee shall be solely responsible for the payment of any and all late fees and/or penalties.

**SECTION SEVEN**  
**Insurance**

A. During the Term of this Agreement and for any further time that Lessee shall hold the Property, Lessee shall obtain and maintain at its expense the following types and amounts of insurance:

1. Personal injury and property damage insurance. (a) Commercial general liability insurance for bodily injury and property damage insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence; (b) Pollution liability coverage in the amount of the purchase price paid by Lessor for the Property; (c) Worker's compensation insurance in an amount not less than the required statutory limits and including employer's liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence; (d) Comprehensive automobile liability insurance covering owned automobiles, automobiles under long-term lease, hired automobiles, employer's non-ownership liability, medical payments and uninsured and underinsured motorist coverage for limits not more than limits that are customary and reasonable for owners of similar automobiles with similar uses in Kane County as reasonably determined from time to time by Lessor and specified by notice from Lessor to Lessee, but in no event less than Five Hundred Thousand Dollars (\$500,000) (with a special limit of Five Thousand Dollars (\$5,000) with respect to medical payments) as the combined single limit per occurrence, in forms of insurance policies as may from time to time be reasonably required by Lessor, shall be provided by Lessee. Should Lessee be self-insured, a member of an intergovernmental pool or provide for its risk financing by means other than commercial insurance, Lessee shall provide and keep in force the amount and scope of liability coverage specified in this paragraph (1).

2. Other insurance. Lessee shall provide and keep in force such other insurance in amounts that may from time to time be reasonably required by Lessor against other insurable hazards as are commonly insured against for the type of business activity that Lessee conducts.

B. Lessor shall be designated as an Additional Insured on all of Lessee's liability coverages. Lessee's coverage to Lessor, as an Additional Insured, will be primary and answer first for any claims or allegations made against Lessor that arise out of the rights granted under this Agreement, except for claims that solely arise out of the acts or omissions of Lessor or anyone acting on Lessor's behalf.

**SECTION EIGHT**  
**Indemnity**

A. Lessee shall indemnify, defend and hold harmless Lessor and its representatives, attorneys, employees, Board members, directors, officers and agents (the "Lessor Released Parties"), from and against any and all expenses, damages, liabilities and claims of every kind, including reasonable attorney fees and costs, by or on behalf of any person or entity arising out of either: (a) a failure by Lessee or any of its employees, agents, representatives, assigns or invitees

to perform any of the terms or conditions of this Agreement; (b) any bodily or other injury or damage happening on or about the Property, except to the extent such injury or damage is caused solely by Lessor or anyone acting on Lessor's behalf; (c) Lessee's failure to comply with any law of any governmental authority that is applicable to the Property; and (d) any mechanic's lien or other security interest filed against the Property to the extent such filing is caused by any act or failure to act by Lessee or anyone acting on Lessee's behalf.

B. In addition to, and without limiting any other indemnity provided for in paragraph (A) above, Lessee shall also indemnify, hold harmless and defend the Lessor Released Parties from any liabilities, claims, costs, expenses resulting directly or indirectly from any "Environmental Claims," the presence of any "Hazardous Substances" on the Property or the violation or claimed violation of any "Environmental Laws" hereafter defined as follows:

1. "Environmental Claims" shall be defined as all losses, damages, liabilities, claims, penalties, liens, costs and reasonable attorney fees and expenses imposed on the Lessor Released Parties in connection with injury to or death of any person, or with respect to loss, or loss of the use of, any property, or breach, violation of, or liability relating to, any Environmental Laws arising from or account of the presence or alleged presence of Hazardous Substances on, under, about or emanating from, the Property, including, without limitation, any claims for cost recovery, contribution and natural resources damages.

2. "Hazardous Substances" shall be defined as any substance, material, matter or waste, or the breakdown product derived from any such substance, material or waste, which is or becomes subject to regulation or reporting under any Environmental Laws, or which is identified, classified, defined or designated as hazardous, toxic or solid waste, hazardous or toxic materials, a hazardous or toxic substance, a pollution control waste, or other similar term by any Environmental Laws; or petroleum, or asbestos in any form or polychlorinated biphenyls.

3. "Environmental Laws" shall be defined as: (a) the Resources Conservation Recovery Act (RCRA), 42 USC Sections 6901, *et seq.*; (b) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC Sections 9601, *et seq.*; (c) the Illinois Environmental Protection Act (IEPA), 415 ILCS 5/1, *et seq.*; (d) the Toxic Substances Control Act, 15 USC Section 2601 *et seq.*; and (e) any other federal, state or local statute, regulation, ordinance, order or common law relating to Hazardous Substances presently in effect, or that may be promulgated in the future as such statutes, regulations, ordinances or common law may be amended from time to time.

C. Lessor shall indemnify and hold harmless Lessee and its representatives, attorneys, employees, Board members, directors, officers and agents (the "Lessee Released Parties"), from and against any and all expenses, damages liabilities, and claims of every kind, including reasonable attorney fees, by or on behalf of any person or entity arising out of either: (a) a failure by Lessor to perform any of the terms or conditions of this Agreement; (b) any bodily or other injury or damage happening on or about the Property to the extent such injury or damage is caused solely by any negligent or intentional act or failure to act of Lessor, its agents, representatives, assigns or invitees; (c) Lessor's failure to comply with any law of any governmental authority

applicable to the Property; or (d) any mechanic's lien or other security interest filed against the Property to the extent such filing is caused by any act or failure to act of Lessor or anyone acting on Lessor's behalf.

D. For purposes of this Section, in determining if Lessor has been negligent, it is expressly agreed and acknowledged by Lessee that Lessor shall have no duty to supervise, manage, maintain, repair, secure, protect or monitor the condition of the Property or any improvements on the Property, as these are the sole responsibilities of Lessee.

E. The indemnities provided for under this Section Eight shall survive expiration of the Term of this Agreement.

### **SECTION NINE** **Default or Breach**

Each of the following events shall constitute a default or breach of this Agreement by Lessee:

A. If Lessee shall fail to perform or comply with any of the conditions or obligations imposed upon Lessee under this Agreement, and if the nonperformance shall continue for a period of thirty (30) days after notice of nonperformance given by Lessor to Lessee, or if the performance cannot be reasonably had within the thirty (30) day period, Lessee shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.

B. If this Agreement shall be transferred, pass or devolve to any other person or party other than Lessee, except in the manner permitted under this Agreement.

### **SECTION TEN** **Effect of Default**

In the event of any default under this Agreement as set forth in Section, the rights of Lessor shall be as follows:

A. Lessor shall have the right to terminate this Agreement, as well as all of the rights, title and interest of Lessee under this Agreement, by giving to Lessee not less than thirty (30) days' notice of the termination. Upon expiration of the time fixed in the notice, this Agreement and the rights, title and interest of Lessee under this Agreement shall terminate, except as to any Lessee liability under this Agreement. Upon termination, all rent and any other sums due for the balance of the Term from the date of termination shall be accelerated and become immediately due. Lessor shall also be entitled to recover all damages proximately resulting from the breach, including the payment of Lessor's reasonable attorney fees and costs.

B. Lessor may also elect, but shall not be obligated, to make any payment required of Lessee in this Agreement or comply with any agreement, term, or condition required by this Agreement to be performed by Lessee. Lessor shall have the right to enter the Property for the

purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied. Any expenditure for any correction made by Lessor shall be immediately payable and recoverable from Lessee to Lessor as damages and shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible under this Agreement in the case of any default.

C. Upon giving Lessee fourteen (14) days written notice, Lessor may re-enter the Property and remove any property or personalty of Lessee and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. After re-entry, Lessor may terminate this Agreement on giving thirty (30) days' written notice of termination to Lessee whereupon the provisions of subparagraph A of this Section Ten shall control. Without such notice, reentry will not terminate this Agreement.

### **SECTION ELEVEN** **Remedies of Lessor**

A. In addition to the relief afforded to Lessor under Section Ten of this Agreement, in the event of a breach or a threatened breach by Lessee of any of the terms or conditions of this Agreement, Lessor shall have the right of injunction to restrain Lessee and the right to invoke any other remedy provided for in law or in equity.

B. The rights and remedies given to Lessor in this Agreement are distinct, separate and cumulative, and no one of them, whether or not exercised by Lessor, shall be deemed to be in exclusion of any of the other remedy available under this Agreement.

C. In all instances under this Agreement, and in any suit, action, or proceeding of any kind between the Parties, it shall be presumptive evidence of the fact of the existence of a charge being due if Lessor shall produce a bill, notice or certificate of any public official entitled to give notice to the effect that such charge appears of record on the books in his or her office and has not been paid.

D. No receipt of money by Lessor from Lessee after default or termination of this Agreement in any lawful manner shall: (a) reinstate, continue or extend the Term or affect any notice given to Lessee; (b) operate as a waiver of the right of Lessor to enforce the payment of rent, additional rent or any additional sums owed by Lessee then due or falling due; or (c) operate as a waiver of the right of Lessor to recover possession of the Property.

### **SECTION TWELVE** **Condemnation**

The rights and duties of Lessor and Lessee in the event of condemnation are as follows:

A. Except as otherwise provided in this Section, in the event of any taking or condemnation in whole or in part, the entire resulting award of just compensation shall belong to Lessor without any deduction from such award for the value of the unexpired Term of this Agreement or for any other estate or interest in the Property now or later vesting in Lessee. Lessee

assigns to Lessor all its right, title, and interest in any and all such awards, including any award of just compensation paid for any claim of damages to the remainder. Unless the taking encompasses more than half of the Property, this Agreement shall remain in full force and effect, with the rent reduced proportionately to the amount of real estate so taken. If the taking is for more than half of the Property, Lessee shall have the option to terminate this Agreement.

B. For the purposes hereof, all amounts payable pursuant to any agreement with any condemning authority that has been made in settlement of or under threat of any condemnation or other eminent domain proceeding affecting the Property shall be deemed to constitute an award of just compensation made in such proceeding.

C. In case any governmental action does not result in the taking or condemnation of any portion of the Property but creates a right to an award of compensation for such action, or if less than a fee title to all or any portion of the Property is taken or condemned by any governmental authority for temporary use or occupancy, all compensation awarded shall belong to Lessor and this Agreement shall remain in full force and effect.

### **SECTION THIRTEEN**

#### **Access to Property; Signage; Press Releases**

A. Lessee shall permit Lessor or its agents to enter or inspect the Property at all reasonable hours to ensure Lessee's compliance with this Agreement.

B. Lessor and Lessee agree that no signage shall be posted on or within the Property unless the content and form of the signage is mutually agreed to by Lessor and Lessee.

C. Lessor and Lessee agree that no press release or other formal written dissemination concerning the Property shall be made unless the content of any such press release or formal written dissemination is mutually agreed to by Lessor and Lessee.

### **SECTION FOURTEEN**

#### **Easements, Agreements, Encumbrances or Improvements**

Lessor and Lessee agree that they shall be bound by all existing easements, agreements, and encumbrances of record relating to the Property. Neither Lessor nor Lessee shall place or allow any further encumbrance, restriction, lien, improvement or easement on the Property during the Term of this Agreement without the prior written consent of the other Party.

### **SECTION FIFTEEN**

#### **Quiet Enjoyment**

Lessor agrees that Lessee shall be granted peaceable and quiet enjoyment of the Property free from any interference by Lessor if Lessee fully and punctually performs the terms and conditions imposed on Lessee under this Agreement.

**SECTION SIXTEEN**  
**Liability of Lessor**

It is expressly acknowledged and agreed that Lessee shall be deemed to be in full and exclusive control and possession of the Property throughout the Term of this Agreement, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the Property or for any injury or damage to any property of Lessee, except to the extent such injury or damage is caused solely by any intentional or negligent act or failure to act by Lessor. The provisions of this Agreement permitting Lessor to enter and inspect the Property are solely made to ensure that Lessee is in compliance with the terms and conditions of this Agreement and to ensure that Lessee maintains the Property. Lessor shall not be liable to Lessee for any entry on the Property for inspection purposes, except with respect to any damage or injury resulting from said entry as caused by Lessor's negligence or intentional act.

**SECTION SEVENTEEN**  
**Representations by Lessee**

At the Commencement Date, Lessee represents to Lessor that: (a) Lessee expressly acknowledges that it is accepting the Property in its "As Is-Where Is" existing condition and state of repair; (b) no representations, statements or warranties, express or implied, have been made by or on behalf of Lessor in respect to the Property except as contained in the provisions of this Agreement; (c) Lessor shall in no event be liable for any latent defects in the Property; and (d) Lessee has the full legal authority to enter into this Agreement and fulfill all duties and obligations imposed under this Agreement.

**SECTION EIGHTEEN**  
**Waivers**

The failure of Lessor to insist on strict performance of any term or condition of this Agreement on a specific instance shall not be deemed a waiver of the rights or remedies that Lessor may have except as to that specific instance only, and shall not be deemed a waiver of any subsequent breach or default of any term or condition.

**SECTION NINETEEN**

**Intentionally Omitted.**

**SECTION TWENTY**  
**Assignment, Mortgage or Sublease**

Neither Lessee nor its successors and assigns shall assign, mortgage, pledge or encumber this Agreement or the Property in whole or in part, nor permit the Property to be used or occupied by others, nor shall this Agreement be assigned or transferred by operation of law, without the

prior express and written consent of Lessor, which shall be granted or denied at Lessor's sole and exclusive discretion. In the absence of the written consent of Lessor: (a) any such assignment, subletting, occupancy or collection shall not be deemed a waiver of any agreement or condition of this Agreement, or the acceptance of the assignee, transferee, subtenant or occupant as Lessee; and (b) Lessee shall continue to be fully liable under this Agreement and shall not be released from the performance of the terms and conditions of this Agreement. During the Term of this Agreement, Lessor shall not sell or mortgage the Property, nor assign this Agreement, without the prior express written consent of Lessee, which consent shall not be unreasonably withheld.

**SECTION TWENTY-ONE**  
**Notices**

A. Each notice provided for under this Agreement shall comply with the requirements of this Section. With the exception of routine communications which may be done by email, each notice shall be in writing by email and shall also be sent by (a) depositing it with the U.S. Postal Service via certified or registered mail, return receipt requested, with adequate postage prepaid; or (b) via messenger or other courier properly addressed. Each notice shall be effective upon being transmitted by fax and either deposited in the mail or delivered to courier service, but the time period in which a response from any notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the notice by the addressee thereof, as evidenced by confirmation of the fax transmission or the return receipt or other written acknowledgment of delivery. The addresses are as follows:

TO LESSOR:

The Conservation Foundation  
Attn: Daniel P. Lobbes  
Director of Land Protection  
10S404 Knoch Knolls Road  
Naperville, Illinois 60565  
[dlobbes@theconservationfoundation.org](mailto:dlobbes@theconservationfoundation.org)

WITH COPY TO:

Day & Robert, P.C.  
Attn: Scott M. Day/Rachel K. Robert  
300 East 5<sup>th</sup> Avenue, Suite 365  
Naperville, Illinois 60563  
[smd@drm.law](mailto:smd@drm.law) / [rkr@drm.law](mailto:rkr@drm.law)

TO LESSEE:

Forest Preserve District of Kane County  
Attn: \_\_\_\_\_  
1996 South Kirk Road, Suite 320  
Geneva, Illinois 60134

Email: \_\_\_\_\_

WITH COPY TO:

Gerald K. Hodge  
Kinnally, Flaherty, Krentz, Loran, Hodge & Masur, P.C.  
2114 Deerpath Road  
Aurora, Illinois 60506  
[ghodge@kfkllaw.com](mailto:ghodge@kfkllaw.com)

B. The address to which any notice, demand or other writing may be given or made or sent to any Party as above provided may be changed by written notice given by such Party as above provided.

**SECTION TWENTY-TWO**  
**Entire Agreement**

This Agreement and all exhibits attached and incorporated herein shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent reflected or incorporated in this Agreement.

**SECTION TWENTY-THREE**  
**Recording of Agreement**

On or within thirty (30) days after the Commencement Date, Lessee agrees that it shall record a memorandum of this Agreement with the Kane County Recorder, at Lessee's sole expense. Lessee shall promptly deliver a recorded copy to Lessor thereafter.

**SECTION TWENTY-FOUR**  
**Modification of Agreement**

Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in a writing signed by each Party or an authorized representative of each Party.

**SECTION TWENTY-FIVE**  
**Binding Effect**

This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties.

**SECTION TWENTY-SIX**  
**Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, with the exclusive court venue for any dispute being the Sixteenth Judicial Circuit, Kane County, Illinois. In any action to enforce the terms of this Agreement, the prevailing Party as determined by the court shall be entitled to recovery of its attorney fees and costs.

**SECTION TWENTY-SEVEN**  
**Time of the Essence**

It is specifically declared that time is of the essence in all provisions of this Agreement.

**SECTION TWENTY-EIGHT**  
**Paragraph Headings**

The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

**SECTION TWENTY-NINE**  
**Pronouns**

Whenever the context herein requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

**SECTION THIRTY**  
**Counterpart Execution**

It is agreed that this Agreement may be executed in counterparts, and each such counterpart shall be deemed an original.

**SECTION THIRTY-ONE**  
**Approval**

This Agreement is subject to the approval of both Lessor's Board of Trustees and Lessee's Board of Commissioners.

IN WITNESS WHEREOF, each Party to this Lease Agreement has caused it to be executed by the authorized signatures on the date indicated below.

**LESSOR:**

THE CONSERVATION FOUNDATION,  
an Illinois not-for-profit corporation

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Date

**LESSEE:**

FOREST PRESERVE DISTRICT OF  
KANE COUNTY, an Illinois municipal  
corporation

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Legal Description and Depiction**

**EXHIBIT B**  
**Real Estate Sale and Purchase Agreement**