

LIST OF EXHIBITS

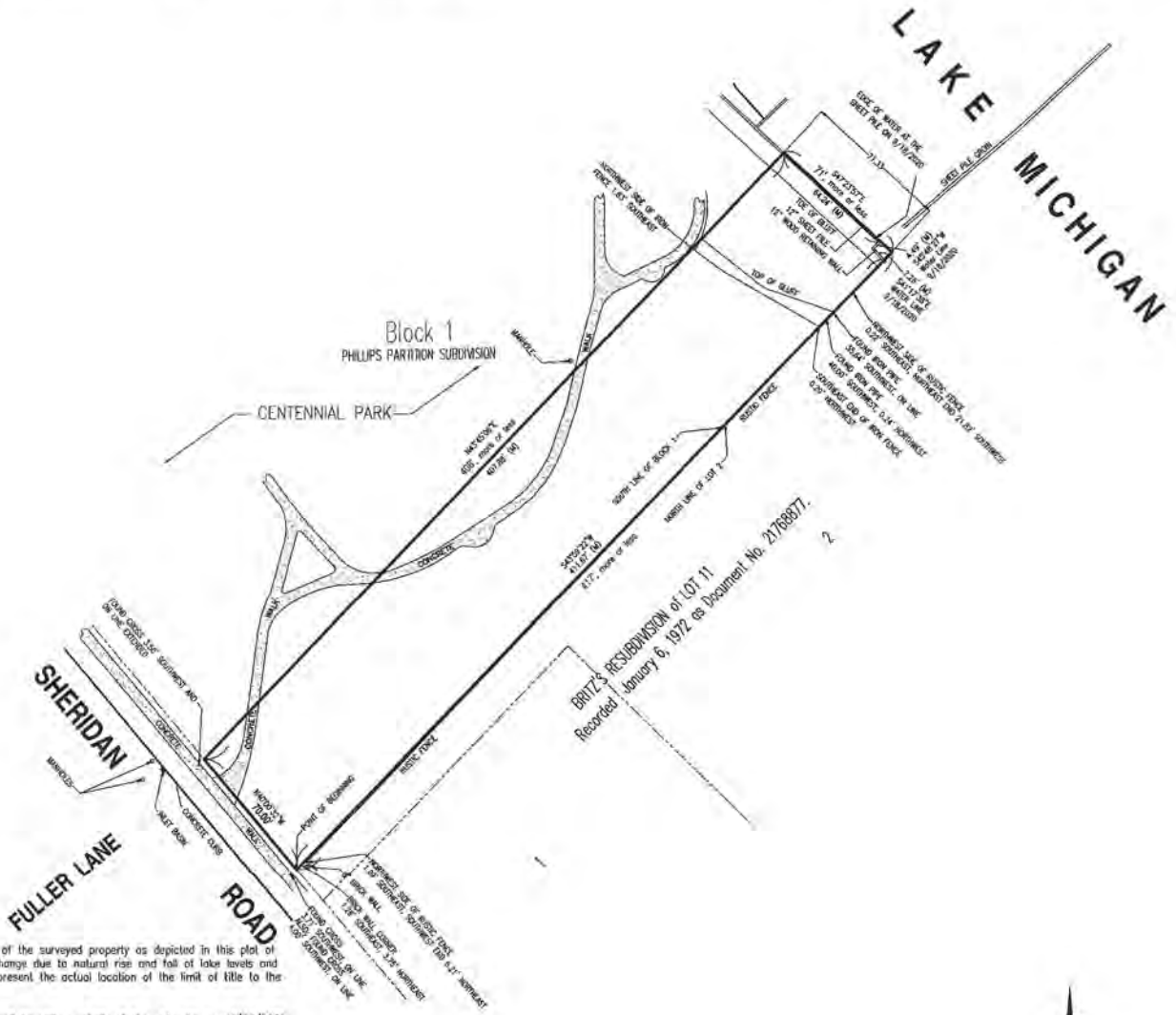
- Exhibit 1:** Legal of Centennial Parcel
- Exhibit 2:** Legal of 261 Sheridan
- Exhibit 3:** Copies of all appraisals
- Exhibit 4:** Copy of notice of Public Meeting
- Exhibit 5:** Inspection Terms

PLAT of SURVEY

LEGAL DESCRIPTION:

ALL THAT PART OF BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION IN THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT ATTACHED TO THE REPORT OF THE COMMISSIONERS IN PARTITION, APPOINTED BY DECREE OF THE SUPERIOR COURT OF COOK COUNTY, DATE APRIL 24, 1901, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION, WITH THE NORTHEASTERLY LINE OF SHERIDAN ROAD, SAID SOUTHEASTERLY LINE OF BLOCK 1 BEING ALSO THE NORTHWESTERLY LINE OF LOT 2 IN BRITZ'S SUBDIVISION OF LOT 11 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PART OF LOTS 2, 3 AND 4 OF SIMONS AND OTHERS SUBDIVISION OF PART OF FRACTIONAL SOUTHEAST QUARTER OF SECTION 21, AND PART OF FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JANUARY 6, 1972 AS DOCUMENT 21768877; THENCE NORTH 40 DEGREES, 00 MINUTES 32, SECONDS WEST (WITH THE BASIS OF BEARINGS BEING ASSUMED) ALONG SAID NORTHEASTERLY LINE OF SHERIDAN ROAD, A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH 43 DEGREES, 45 MINUTES, 06 SECONDS EAST ALONG A LINE, A DISTANCE OF 408 FEET, MORE OR LESS, TO THE WATERS EDGE OF LAKE MICHIGAN; THENCE SOUTH 47 DEGREES, 23 MINUTES, 57 SECONDS EAST ALONG SAID WATERS EDGE AS LOCATED ON SEPTEMBER 18, 2020, A DISTANCE OF 71 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION, AFORESAID; THENCE SOUTH 43 DEGREES, 59 MINUTES, 22 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 417 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 225 SHERIDAN RD. (PART OF CENTENNIAL PARK), WINNETKA, ILLINOIS.



SITE NOTES:

The Easterly boundary of the surveyed property as depicted in this plat of survey is subject to change due to natural rise and fall of lake levels and it may or may not represent the actual location of the limit of title to the land.

The Area of the surveyed property, westerly of the water line on 9/18/2020 = 29,022 sq. ft.

GENERAL NOTES:

All information provided to the surveyor is shown or noted hereon.

The description on this plat was supplied to us by the client and does not guarantee ownership, and should be compared to your Deed, Abstract or Certificate of Title.

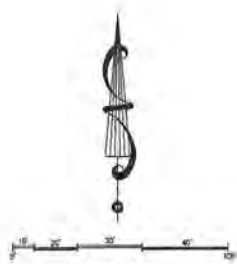
All building restrictions, building lines and easements may or may not be shown, check your Deed, Abstract, Title Report, and local ordinances, no responsibility is assumed by Surveyor.

Compare all points before building by some and report any discrepancy of piece.

Dimensions are shown in feet and decimal parts thereof, no dimension is to be assumed by scaling.

The basis of bearings is assumed along the northeasterly line of Sheridan Road, with said line having a bearing of north 40 degrees, 00 minutes, 32 seconds west.

PRELIMINARY 11-13-20 - FOR REVIEW ONLY



Revised October 14, 2020.
Revised November 11, 2020
Revised November 13, 2020

Abbreviations
(M) = Measured

B.H. SUHR & COMPANY, INC.	
R. R. HANSEN MEMBER F.P.S.A. N.S.P.S.	SURVEYORS ESTABLISHED 1911 450 SKOKIE BLVD. SUITE 105, NORTHBROOK, ILLINOIS, 60062 TEL. (847) 864-6315 / FAX (847) 864-9341 E-MAIL: SURVEYOR@BHSUHR.COM
Professional Design Firm License No. 154.000297-0008	
LOCATION: PART OF CENTENNIAL PARK	SURVEY DATE: SEPTEMBER 18, 20 20
ORDER No. 20-151	ORDERED BY: COSTA KUTULAS SUPERINTENDENT OF PARK WINNETKA PARK DISTRICT
B.H. Suhr & Company, Inc. All rights reserved.	

FIELD MEASUREMENTS COMPLETED: SEPTEMBER 18, 20 20

STATE OF ILLINOIS }
COUNTY OF COOK }

This professional service conforms to the current Illinois Minimum Standards for a boundary survey.

by _____ Dated _____ 20 20

Michael E. Ferruti
Illinois Professional Land Surveyor No. 026-022207
License Expiration Date 11/30/20

EXHIBIT 2
LEGAL DESCRIPTION OF 261 SHERIDAN PARCEL

Lot 1 in Ewers' Consolidation, being a Consolidation in the East ½ of the Southwest quarter of Section 21, Township 42 North, Range 13, east of the third principal meridian in Cook County, Illinois

Exhibit 3
Appraisals

1. 261 Sheridan Road

- a. Appraisal Prepared by Argianas & Associates dated October 27, 2020.
- b. Appraisal Prepared by Appraisal Associates dated September 25, 2020.

2. Centennial Parcel

- a. Appraisal Prepared by Robert E. Headrick and Michael S. Marous dated August 24, 2020.
- b. Appraisal Prepared by Appraisal Associates dated September 25, 2020.

**EXHIBIT 4
FORM OF PUBLIC NOTICE**

PUBLIC NOTICE is hereby given to all interested persons that the Winnetka Park District Board of Park Commissioners shall hold a public meeting to consider the proposed conveyance of real property commonly known as a southern portion Centennial Park to a non-governmental entity in exchange for other real property commonly known as 261 Sheridan Road.

The meeting will be held before the Board of Park Commissioners in the administrative offices of the Winnetka Park District 540 Hibbard Road, Winnetka, Illinois, September 29, at 5:30 p.m. Also, access to the meeting will be available through a Zoom platform for viewing and participation. Please access the Zoom platform via <https://www.winnetka.org/about-us/park-board/meetings/>.

The Board of Park Commissioners will consider information presented on this matter and such other matters as may properly come before it in connection with the proposed land exchange.
9/3/2020 #1113358

EXHIBIT 5 INSPECTION TERMS

INSPECTION TERMS

1. **Grant of License.** Grantor hereby grants to Grantee a non-exclusive license upon that portion of the Property depicted in **Exhibit A** ("Licensed Area"), for the sole and limited purpose of conducting the Studies, by and through Grantee, its contractors and agents ("License").
2. **Term.** Prior to the Exchange Closing, each Party shall have the right to inspect the Parcel owned or under contract by the other Party pursuant to the terms and conditions of this Agreement including this Exhibit 5, from the Effective Date through the date of the Exchange Closing ("Inspection Term").
3. **Permitted Due Diligence.** During the Inspection Term the following terms and conditions apply:
 - A. Grantee shall, at its sole cost and expense, have the right to conduct a non-invasive physical inspection of the Licensed Area, including the environmental condition thereof, and all inspections, tests, studies and investigations of the condition of the Licensed Area which Grantee may deem necessary ("Studies"). Grantee shall not be entitled to perform any environmental invasive testing on the Licensed Area unless a Phase I environmental report obtained by Grantee recommends such invasive testing. Grantee may perform geotechnical soil boring testing of the Licensed Area as part of the Studies, subject to the terms and conditions of this Agreement.
 - B. Grantor shall allow Grantee, its agents, consultants, architects, engineers, contractors, and any other representatives (collectively, "Grantee's Agents") access to the Licensed Area only during the hours of Monday – Friday 7:00 A.M. to 7:00 P.M., and Saturday 9:00 A.M. to 6:00 P.M., for the sole purpose of conducting the Studies. Grantee or Grantee's Agents shall notify Grantor's designated representative not less than twelve (12) hours prior to entry of the Licensed Area by calling Costa Kutulas at (847)770-0830 [for Park District] or David Williams at (312) 372-3311 [for Orchard] or such other representative or contact provided in writing from time to time to Grantee. Prior to entry of the Licensed Area, Grantee shall coordinate access with the Grantor for construction routing and layout. Grantee agrees that Grantor may have a representative present at any inspection or other entry upon the Licensed Area by Grantee or any of Grantee's Agents.
 - C. Grantee shall protect all trees on the Property, by avoiding damage to tree roots, trunk, or crown. No work will be permitted within the critical root zone of any tree on the Property. To calculate the critical root zone, calculate the tree diameter at a height of four feet from the ground, and for every inch of diameter measured, the work must move one foot away from the base of the tree. For example, a tree with a trunk diameter of 20" measured at a height of four feet will require 20' of root zone protection. A minimum distance of six feet from the base of any tree is required. No borings, trenching or other impact to the critical root zone is permitted. For any clarification please contact Grantor's designated representative.
 - D. Grantee shall be solely responsible for paying all costs and expenses with respect to all of the Studies. Grantee agrees to inform Grantor of the status of the Studies periodically during the License Term and, if requested by Grantor, to give Grantor copies of all completed Studies related to the condition of the Licensed Area, at no cost or expense to Grantor within two (2) business days following such request.
 - E. Grantee shall not permit any liens to attach to the Licensed Area, the Property, or any funds of Grantor by reason of the exercise of such rights. After completing its investigation of the Licensed Area, Grantee will repair any damage to the Property caused by its acts and leave the Property in substantially the condition in which it existed on the Effective Date.

- F. Grantee covenants and agrees that Grantee and Grantee's Agents shall keep confidential any information that Grantee and Grantee's Agents obtain or develop as a result of conducting the Studies, except in the event that the Park District reasonably determines that public release of information is required by the Illinois Freedom of Information Act or other applicable law. Grantee may disclose such confidential information to its agents, advisors, and contractors, so long as such agents, advisors, and contractors are informed of the confidential nature of such information. Each Party's obligations set forth in these Inspection Terms shall survive termination of this Agreement.
- G. Grantee shall have the right to terminate the License by providing Grantor with written notice of termination prior to the expiration of the License Term. Except as otherwise provided, if Grantee terminates this License on or prior to the expiration of the License Term, neither Party hereto shall have any further rights or liabilities pertaining to the inspections of the Parcels first accruing after said termination; provided, however, that Grantor shall be entitled to make a claim based upon any damages suffered by Grantor as a result of a breach by Grantee of its obligations under this Agreement.
4. **Indemnification.** Notwithstanding anything herein to the contrary, to the fullest extent permitted by law, Grantee shall indemnify and hold harmless Grantor, its park commissioners, officers, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, cost or expense, including court costs and reasonable attorneys' fees, which the Indemnitees may sustain, incur or be required to pay, for injuries to, or deaths of persons, or damage to or destruction of property directly or indirectly arising out of or connected with or incident to the granting of the License, the Studies, or any activities contemplated by this Agreement, including but not by limitation, any material exacerbation of an existing condition caused by such inspections, tests, studies or other activities of Grantee or Grantee's Agents. Grantee shall similarly protect, defend, indemnify and save harmless the Indemnitees from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by the Indemnitees by reason of Grantee's breach of any of its obligations under, or Grantee's default of, any provision of this Agreement.
5. **Insurance.** In furtherance and not in limitation of its foregoing indemnification obligation, Grantee shall obtain and maintain at all times during the License Term, insurance coverage written for not less than the limits of liability, and under all the other terms and conditions set forth in **Exhibit B**, and shall name Grantor Indemnitees as additional insureds with respect to all such coverages. Grantee shall require all third parties to procure and maintain insurance in the types and amounts listed in **Exhibit C** and said insurance shall name Grantor Indemnitees as additional insureds. Prior to commencement of the Studies or any other tests, inspections or other work on or to the Licensed Area, Grantee shall deliver to Grantor a certificate or certificates of insurance of all insurance policies to be maintained by Grantee and any third parties including Grantee's Agents as provided herein. Renewal certificates for said policies shall be delivered by Grantee to Grantor not later than ten (10) days prior to the stated expiration date of each policy.
6. **No Liability of Grantor.** Grantor is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation, Grantee, its officers, employees, contractors or agents, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to License or Grantee's Studies. Grantor is not liable for acts or omissions of Grantee or any of the Grantee's officers, employees, or Grantee's Agents, or other persons purporting to act at the direction, request, or behalf, or with the implied or actual consent, of Grantee.
7. **Compliance with Laws and Licenses; Permits.** Grantee shall comply fully and cause Grantee's Agents to comply fully with all federal, state, county and local laws, village ordinances, rules and regulations

applicable to its activities on the Licensed Area. Grantee shall obtain at its own cost and expense all permits or authorizations which may be required in order for Grantee to conduct its Studies.

8. **No Lease.** The Licensed Area is not leased to Grantee, it is a license only and not a lease thereof and Grantee's access to the Licensed Area is specifically subject to the terms of this Agreement.
9. **Retention of Immunities.** Nothing contained in or implied from any provision of this Agreement shall constitute a waiver of any common law and/or statutory rights, defenses, privileges or immunities of Grantor, its officials, officers and employees, including but not limited to those provided under the Illinois Local Governmental Tort Immunity Act.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court of Cook County.
11. **Counterparts.** This Agreement may be signed upon any number of counterparts, including by facsimile and pdf signature, with the same effect as if the signatures to each were upon the same agreement.
12. **Severability.** The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision served or as modified by such court.
13. **Headings.** Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

EXHIBIT A-1 to Inspection Terms
Licensed Area for License Granted to Park District

Lot 1 in Ewers' Consolidation, being a Consolidation in the East ½ of the Southwest quarter of Section 21, Township 42 North, Range 13, east of the third principal meridian in Cook County, Illinois

261 Sheridan Road
Winnetka, Illinois 60093

EXHIBIT A-2 to Inspection Terms
Licensed Area for License Granted to Orchard

ALL THAT PART OF BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION IN THE FRACTIONAL SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT ATTACHED TO THE REPORT OF THE COMMISSIONERS IN PARTITION APPOINTED BY DECREE OF THE SUPERIOR COURT OF COOK COUNTY, DATE APRIL 24, 1901, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION, WITH THE NORTHEASTERLY LINE OF SHERIDAN ROAD, SAID SOUTHEASTERLY LINE OF BLOCK 1 BEING ALSO THE NORTHWESTERLY LINE OF LOT 2 IN BRITZ'S SUBDIVISION OF LOT 11 IN R. WILLIAMSON'S SHERIDAN ROAD SUBDIVISION OF PART OF LOTS 2, 3 AND 4 OF SIMONS AND OTHERS SUBDIVISION OF PART OF FRACTIONAL SOUTHEAST QUARTER OF SECTION 21, AND PART OF FRACTIONAL SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED JANUARY 6, 1972 AS DOCUMENT 21768877; THENCE NORTH 40 DEGREES, 00 MINUTES 32, SECONDS WEST (WITH THE BASIS OF BEARINGS BEING ASSUMED) ALONG SAID NORTHEASTERLY LINE OF SHERIDAN ROAD, A DISTANCE OF 70.00 FEET TO A POINT; THENCE NORTH 43 DEGREES, 45 MINUTES, 06 SECONDS EAST ALONG A LINE, A DISTANCE OF 408 FEET, MORE OR LESS, TO THE WATERS EDGE OF LAKE MICHIGAN, THENCE SOUTH 47 DEGREES, 23 MINUTES, 57 SECONDS EAST ALONG SAID WATERS EDGE AS LOCATED ON SEPTEMBER 18, 2020, A DISTANCE OF 71 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF BLOCK 1 IN PHILLIPS PARTITION SUBDIVISION, AFORESAID; THENCE SOUTH 43 DEGREES, 59 MINUTES, 22 SECONDS WEST, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 417 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. CONTAINING 29,022 SQUARE FEET (0.66625 ACRES) OF LAND, MORE OR LESS.

"Centennial Parcel"

INSPECTION TERMS—EXHIBIT B
Licensee's Insurance

Licensee shall obtain and maintain at its cost for the term of this Agreement, insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, \$5,000,000 in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurances shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13 or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products, materials or services supplied by Licensee, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Park District, its elected and appointed officials, employees, agents and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District.

If District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Licensee waives all rights against District and its officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to the Licensee's use of the premises.

B. Intentionally Omitted

C. Workers Compensation Insurance (if applicable)

If applicable, Licensee shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

D. General Insurance Provisions

1. Evidence of Insurance

Upon commencement of the License Term, Licensee shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Licensee from occupying the Licensed Area until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this lease at District's option.

Licensee shall provide certified copies of all insurance policies required above within ten days of District's written request for said copies.

2. Acceptability of Insurers

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

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

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

INSPECTION TERMS—EXHIBIT C
Contractor's Insurance Requirements

Licensee shall require all Licensee's Agents or others hired to perform any activity upon the Licensed Area to procure and maintain insurance with the following minimum coverages: commercial general liability with a limit of \$2,000,000 per occurrence and \$5,000,000 in the aggregate; automobile liability insurance with a combined single limit of \$1,000,000; workers compensation insurance at statutory limits with employer's liability coverage with limits of \$1,000,000 each accident, \$1,000,000 disease – each employee, and \$1,000,000 disease – policy limit. Limits may be met through primary policies combined with excess policies that follow form. The commercial general liability policy will, by endorsement, list District, its elected and appointed officials, employees, agents and volunteers as additional insureds on a primary and noncontributory basis. Proof of insurance shall be furnished to District upon commencement of the License Term.