

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE FOREST PRESERVE DISTRICT OF
COOK COUNTY, ILLINOIS AND THE BARRINGTON COUNTRYSIDE
PARK DISTRICT, COOK, LAKE AND MCHENRY COUNTIES, ILLINOIS**

This Intergovernmental Cooperation Agreement ("Agreement") made and entered into as of the 11th day of July, 2006, by and between the **FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS**, an Illinois Special District (hereinafter referred to as the "FPD") and the **BARRINGTON COUNTRYSIDE PARK DISTRICT**, Cook, Lake and McHenry Counties, Illinois, an Illinois park district (hereinafter referred to as the "BCPD") (hereinafter referred to individually as a "Party" and together as the "Parties").

Preamble

WHEREAS, the FPD and the BCPD are public agencies, as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/2; and

WHEREAS, the FPD owns, controls, manages and operates a property commonly known as the Spring Lake Preserve, consisting of approximately 3,900 acres, and depicted on the map attached as Exhibit A to this Agreement; and

WHEREAS, the Spring Lake Preserve includes riding and hiking trails of the nature described in Section 3-107(b) of the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/3-107(b) ("riding and hiking trails"); and

WHEREAS, the BCPD owns, controls, manages and operates a property commonly known as the Riding Center, 361 Bateman Road, Barrington Hills, Illinois, consisting of approximately 15 acres located immediately to the west of the Spring Lake Preserve, a Plat of Survey of which is attached as Exhibit B to this Agreement; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation between public agencies such as the FPD and the BCPD; and

WHEREAS, the FPD and the BCPD have overlapping constituencies and wish to provide valuable recreational facilities and programs to their residents and others in the most efficient and cost-effective manner possible; and

WHEREAS, residents of what is now the BCPD and surrounding communities have engaged in equestrian activities for recreational purposes at least since the 1920s, and have developed maintained or utilized a system of riding and walking trails and paths extending for approximately 116 miles, including within what is now the Spring Lake Preserve. These trails are depicted on a map attached to this Agreement as Exhibit C; and

WHEREAS, the Riding Club of Barrington Hills and the Fox River Valley Pony Club are private membership organizations that have provided equestrian activities and programs in

the Barrington area for 69 years and 43 years, respectively (hereinafter collectively referred to as the "Clubs"); and

WHEREAS, beginning in 1957, in order to preserve open space in the Barrington area, the FPD condemned approximately 3,900 acres of land to form what is now the Spring Lake Preserve, which has as its westernmost boundary Bateman Road in the Village of Barrington Hills; and

WHEREAS, at the request of the Clubs or certain of their individual members, the FPD set aside from the territory that it was condemning approximately 15 acres near the intersection of Bateman Road and Donlea Road (now closed) for the private development of a riding center to serve the Barrington community; and

WHEREAS, in approximately 1958, the Riding Club of Barrington Hills purchased approximately 15 acres of land near the intersection of Bateman Road and Donlea Road (now closed) and began raising funds for the construction of a riding center on that property; and

WHEREAS, the Riding Club of Barrington Hills opened the Riding Center in 1964; and

WHEREAS, the BCPD was organized on July 19, 1967; and

WHEREAS, nearly all of the FPD's Spring Lake Preserve is located within the corporate limits of the BCPD; and

WHEREAS, the Riding Club of Barrington Hills conveyed the Riding Center property to the BCPD on October 26, 1972; and

WHEREAS, the BCPD has owned, controlled, managed and maintained the Riding Center at 361 Bateman Road, Barrington Hills, Illinois since October 26, 1972; and

WHEREAS, the BCPD has permitted patrons of the FPD to gain access to the Spring Lake Preserve either from the west by means of the driveway on and serving the BCPD's Riding Center property at 361 Bateman Road or from the east by means of an equestrian trail intersecting Sutton Road; and

WHEREAS, residents of what is now the BCPD, including members of the Clubs, have for approximately 80 years made extensive use of the riding and hiking trails located within what is now the Spring Lake Preserve; and

WHEREAS, one or more of the Clubs and their individual members have, at least since the 1960s, developed, repaired, replaced and maintained certain "eventing courses" of cross country horseback riding jumps for public recreational purposes, including jumping or vaulting on horseback, on certain of the riding and hiking trails in the Spring Lake Preserve; and

WHEREAS, the Riding Club of Barrington Hills and the Fox River Valley Pony Club have obtained annual permits from the FPD to conduct equestrian events utilizing these “eventing courses” and other riding and hiking trails in the Spring Lake Preserve; and

WHEREAS, the Clubs, their individual members and other volunteers have, for many years, cleared vegetation from the riding and hiking trails located within the Spring Lake Preserve; and

WHEREAS, the FPD currently prohibits the operation of motorized vehicles within the Spring Lake Preserve, except for vehicles owned by the FPD or operated by FPD employees or agents; and

WHEREAS, the FPD has adopted and begun implementation of a comprehensive conservation and restoration plan for the Spring Lake Preserve; and

WHEREAS, the riding and hiking trails located within the Spring Lake Preserve provide public access to all parts of the Preserve and enable horseback riders and other volunteers to monitor conservation and restoration sites, identify additional sites in need of conservation and restoration, performs counts of wildlife, otherwise monitor plant and animal life, and engage in other conservation and educational activities; and

WHEREAS, the riding and hiking trails located within the Spring Lake Preserve are both unobtrusive and natural in appearance; and

WHEREAS, the BCPD, the Clubs and their individual members have requested the FPD to designate the Spring Lake Preserve as an equestrian facility and to grant the Clubs and their individual members permission to retain, maintain, repair, replace and use the “eventing courses” of cross country horseback riding jumps and to continue clearing vegetation from certain riding and hiking trails located on FPD property in the Spring Lake Preserve; and

WHEREAS, the FPD wishes and intends to make the Spring Lake Preserve available to the public for riding, hiking and other recreational purposes as specified in this Agreement, in the spirit of the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* and the Recreational Use of Land and Water Areas Act, 745 ILCS 65/1 *et seq.*; and

WHEREAS, the FPD and the BCPD have entered into a letter agreement, dated April 25, 2005, pursuant to which the FPD has permitted patrons of the BCPD to park horse trailers and motor vehicles on a designated portion of the Spring Lake Preserve in conjunction with equestrian events conducted by the Fox River Valley Pony Club in May and June of 2005, provided that the BCPD remediates, restores and/or repairs the ground surface to its prior condition, ordinary wear and tear excepted;

WHEREAS, the Cook County Forest Preserve District Act, 70 ILCS 810/8 and 810/13, and Section 2-3-1 of the FPD’s Code authorize the FPD to grant licenses for the use and

maintenance of structures and other public works on its property, and for any activity reasonably connected to the purposes for which the FPD was created;

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

1. **Incorporation of Recitals.** The recitals contained, and the exhibits referred to, in the foregoing Preamble are hereby incorporated into this Agreement and made a part hereof, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. **Designation as Equestrian Facility.** The FPD hereby designates the Spring Lake Preserve as an equestrian facility for public recreational use, subject to the rules and guidelines of the FPD relating to trail usage, and shall maintain this designation throughout the Term of this Agreement.

3. **Motorized Vehicles.** The FPD shall continue throughout the Term of this Agreement to prohibit the operation of motorized vehicles within the Spring Lake Preserve, except for vehicles owned by the FPD or operated by FPD employees or agents or by Club members and volunteers for the purposes set forth in Paragraphs 4 and 5 below.

4. **License with Respect to Certain Improvements.** The FPD agrees to grant to the Fox River Valley Pony Club and its invitees a non-exclusive license effective throughout the Term of this Agreement (i) to retain, maintain, repair, replace and use the existing riding and hiking trails, for public recreational use on FPD property in the Spring Lake Preserve, (ii) to retain, maintain, repair, replace and use "eventing courses" of cross country horseback riding jump complexes at the permanent locations depicted in Exhibits D and E to this Agreement, provided that the Fox River Valley Pony Club conveys to the FPD all of its right, title and interest in said permanent jumps, and (iii) from time to time to install, maintain, repair, replace and use portable jumps on the "eventing courses," the location and nature of which shall be identified to the FPD in writing prior to their placement. The Fox River Valley Pony Club shall not install any additional permanent jumps without the express written consent of the FPD, which shall not be unreasonably withheld. FPD shall not remove or alter any permanent or temporary jumps from the Spring Lake Preserve without giving 30 days prior written notice to the BCPD and the Fox River Valley Pony Club. The Fox River Valley Pony Club shall remove from the Spring Lake Preserve all permanent jumps other than those depicted in Exhibit E to this Agreement no later than October 31, 2006.

5. **License to Clear Certain Vegetation.** The FPD grants to the BCPD and its designees a non-exclusive license effective throughout the Term of this Agreement to clear certain vegetation from the riding and hiking trails depicted on Exhibit C to this Agreement that are located within the Spring Lake Preserve, including, without limitation, removal of buckthorns, noxious weeds and downed trees, and trimming overhanging branches, to seed, fertilize, aerate and mow these trails up to a width of 24 feet, and to maintain and use perimeter paths for operation of emergency, maintenance and other motor vehicles necessary to facilitate

the uses set forth in Paragraphs 2 and 4 above, in order to facilitate public recreational use of the trails. The FPD acknowledges and agrees that the BCPD intends to designate the Clubs, their individual members and other volunteers to perform these tasks. Except as herein provided, neither the BCPD nor its designees undertake any duty or obligation to supervise, or inspect the condition of, the riding and hiking trails, or to identify, report or repair any defects or other conditions of those trails. The Fox River Valley Pony Club shall annually, on or before March 31, inspect the cross country horseback riding jumps that it maintains on the FPD property and shall furnish the FPD with a written report of each inspection certifying that these jumps were inspected and found to be in a good and safe state of repair. If any jump is found to be in an unsafe condition or in need of repair, the Fox River Valley Pony Club shall take such measures as are reasonably necessary to prohibit all use of that jump until the condition can be corrected by the Fox River Valley Pony Club.

6. **No Estate in Land.** This Agreement creates only licenses to conduct certain activities on the Spring Lake Preserve. Neither the BCPD nor the Fox River Valley Pony Club shall hold, or may claim, at any time any interest or estate of any kind or extent whatsoever in the FPD's property, including, without limitation, any fixtures on said property, by virtue of this Agreement or the licenses that it grants.

7. **Indemnification and Waiver of Claims.** To the extent permitted by law, the BCPD and the Fox River Valley Pony Club shall protect, indemnify, defend and save harmless the FPD, its Commissioners, officers, agents, servants and employees from and against any and all liabilities, losses, damages, costs, expenses, attorney fees, causes of actions, suits, claims, damages or judgments of any nature whatsoever arising from licensed uses for which Paragraphs 4 and 5 of this Agreement provide. The foregoing shall not apply to acts or omissions which constitute the FPD's own negligence. To the extent permitted by law, the BCPD and the Fox River Valley Pony Club hereby waive all claims for recovery from the FPD, its Commissioners, officers, agents, servants and employees for any loss or damage to any of their personal property arising from this Agreement.

8. **Insurance.** The BCPD and the Fox River Valley Pony Club each shall maintain the following insurance coverage relating to the licensed uses for which Paragraphs 4 and 5 of this Agreement provide:

- a. **General Liability Insurance (Primary and Umbrella):** General Liability Insurance or equivalent with limits of not less than \$2,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage and personal injury.
- b. **Insurance Requirements:** All policies of insurance required hereunder shall be written by either: (1) a governmental self insurance pool as defined in Article 9 of the Local Governmental and Governmental Employees Tort Immunity Act; or (2) carriers which possess a B+ policyholders rating or better and a minimum Class VIII financial size category as listed at the time of issuance by A.M. Best Insurance Reports

(the aforesaid rating classifications to be adjusted if and to the extent that Best adjusts its rating categories).

All policies of general liability insurance or the equivalent self insurance as described above shall name the FPD as an Additional Insured or shall have an endorsement so naming the FPD for any and all injury, damage, liability, expenses or judgments arising out of the licensed uses for which Paragraphs 4 and 5 of this Agreement provide.

All policies shall provide that they may not be cancelled, renewed or reduced unless at least 30 days prior written notice thereof has been provided to the FPD.

- c. Insurance Certificates: The BCPD and the Fox River Valley Pony Club must furnish insurance certificates as evidence of the required coverage to the FPD. No licensed uses shall commence prior to the FPD's approval of the insurance coverage.

9. Access Easement. The BCPD hereby agrees to grant to the FPD a non-exclusive easement, effective throughout the Term of this Agreement, in the form attached to this Agreement as Exhibit F, permitting the FPD and its invitees to utilize the driveway at the BCPD's Riding Center at 361 Bateman Road, Barrington Hills, Illinois for the purpose of gaining access to the Spring Lake Preserve from the west for public recreation purposes, subject to the ordinances, rules and regulations of the BCPD.

10. Construction of Parking Facility. The FPD grants to the BCPD a license to construct, maintain, operate and use, at the BCPD's sole cost and expense, an environmentally friendly parking lot on a portion of the Spring Lake Preserve immediately adjacent to the BCPD's Riding Center at 361 Bateman Road, Barrington Hills, Illinois, in order to permit persons who wish to engage in equestrian activities at the Spring Lake Preserve to temporarily park horse trailers and vehicles. The BCPD shall prepare, at its sole cost and expense, plans and specifications for the construction of the parking lot and present such plans and specifications to the FPD for review. The BCPD shall not commence construction of the parking lot until the FPD has approved the BCPD's plans and specifications, which approval shall not be unreasonably withheld. To the extent permitted by law, the BCPD shall protect, indemnify, defend and save harmless the FPD, its Commissioners, officers, agents, servants and employees from and against any and all liabilities, losses, damages, costs, expenses, attorney's fees, causes of actions, suits, claims, damages or judgments of any nature arising from the construction, maintenance, operation or use of the parking lot. The BCPD shall perform its construction activities in compliance with all applicable federal, state, county and local statutes, ordinances, rules and regulations, including, without limitation, the Public Construction Bond Act and the Prevailing Wage Act.

11. Term. The Term of this Agreement, and of all obligations undertaken by the either Party pursuant to this Agreement, shall be for a period of twenty (20) years, commencing on July 11, 2006 and ending on July 10, 2026. Notwithstanding any provision to the contrary

contained in this Paragraph 11, the Term of this Agreement shall automatically renew in successive twenty-year periods, commencing on July 11, 2026, unless either the FPD or the BCPD notifies the other Party in writing of its intention not to renew not later than January 11, 2026, or not later than January 11 of any succeeding Term.

12. Termination. Either Party may terminate this Agreement, either with or without cause, by giving the other Party twelve (12) months' prior written notice. Termination pursuant to this Paragraph 12 shall not relieve either Party of any obligation, duty or undertaking of that Party under this Agreement prior to the effective date of the termination.

13. Assignment. Neither Party may assign or otherwise convey any of its rights, duties or obligations under this Agreement to any third party or parties, without the express written consent of the other Party.

14. Third Parties. Except as specifically provided in this Agreement, the Agreement is entered into, and is intended, solely for the benefit of the FPD and the BCPD, and nothing contained in this Agreement is intended as, or shall be interpreted or construed as, either expressly or implicitly, providing any right, privilege or benefit of any kind whatsoever to any person or entity that is not a party to this Agreement, or as acknowledging, establishing or imposing any legal duty or obligation on the part of either Party to any third party.

15. Notices. All notices, requests, demands, and other writings required or permitted under this Agreement must be in writing, and shall be effective only when deposited in the U.S. Mail, certified and postage prepaid, or when sent by overnight delivery, and addressed to the Parties at the addresses designated below. Either Party may change the place for, or person to receive, notice to it by sending like written notice to the other Party.

To the FPD:

General Superintendent
Forest Preserve District of
Cook County, Illinois
536 N. Harlem Avenue
River Forest, IL 60305

To the BCPD:

President, Board of Park Commissioners
Barrington Countryside Park District
P.O. Box 1393
Barrington, IL 60011

16. Authority to Enter Into This Agreement. Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform the covenants and obligations herein contained. Each person executing this Agreement represents and warrants that he or she is duly authorized by the corporate authority of his or her Party to execute this Agreement.

17. No Waiver of Immunities. Nothing contained in this Agreement is intended as, or shall be interpreted or construed as, an express or implied waiver of any common law and/or statutory immunity or privilege, including, without limitation, the immunities for which the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101.1 *et seq.*, provides, of the FPD, the BCPD, or any of their respective officers, commissioners,

employees, volunteers and/or agents, as to any claim, cause, cause of action and/or liability of any kind whatsoever.

18. Miscellaneous

- (a) Where the context of this Agreement permits, words in the masculine gender shall include the feminine and neuter genders and words in the singular number shall include the plural number. The descriptive headings of the various sections or parts of this Agreement are for convenience only. They shall not affect the meaning or construction or be used in the interpretation of this Agreement or any of its provisions.
- (b) This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois and both the FPD and the BCPD agree to submit to the jurisdiction of the courts of Illinois any dispute regarding this Agreement. The exclusive venue for such purposes shall be the Circuit Court of Cook County, Illinois.
- (c) If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement, nor any other clause, phrase, provision or portion thereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.
- (d) This Agreement supersedes all prior agreements and understandings, both written and oral, of the Parties with respect to the subject matter hereof. This Agreement may be modified or amended only with the express written approval of both Parties dated subsequent to the date of this Agreement.
- (e) This Agreement is not and shall not be binding upon either Party unless and until executed by both Parties. The Agreement may be executed in counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.
- (f) Subject to the provisions regarding assignment, this Agreement shall be binding upon, and inure to the benefit of the successors-in-interest of the Parties.
- (g) The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto and accordingly shall be construed according to the fair meaning of its terms, and not against any Party.

- (h) Nothing contained in this Agreement is intended to create, or shall be construed as creating, a partnership, joint venture or any similar relationship between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Cooperation Agreement as of the day and year first above written.

FOREST PRESERVE DISTRICT OF
COOK COUNTY, ILLINOIS

By: Bobbie L. Steele
Name: Bobbie L. Steele
Title: President

ATTEST:

By: Mary Russell Gardner
Name: MARY RUSSELL GARDNER
Title: SECRETARY

BARRINGTON COUNTRYSIDE PARK
DISTRICT, COOK, LAKE AND
MCHENRY COUNTIES, ILLINOIS

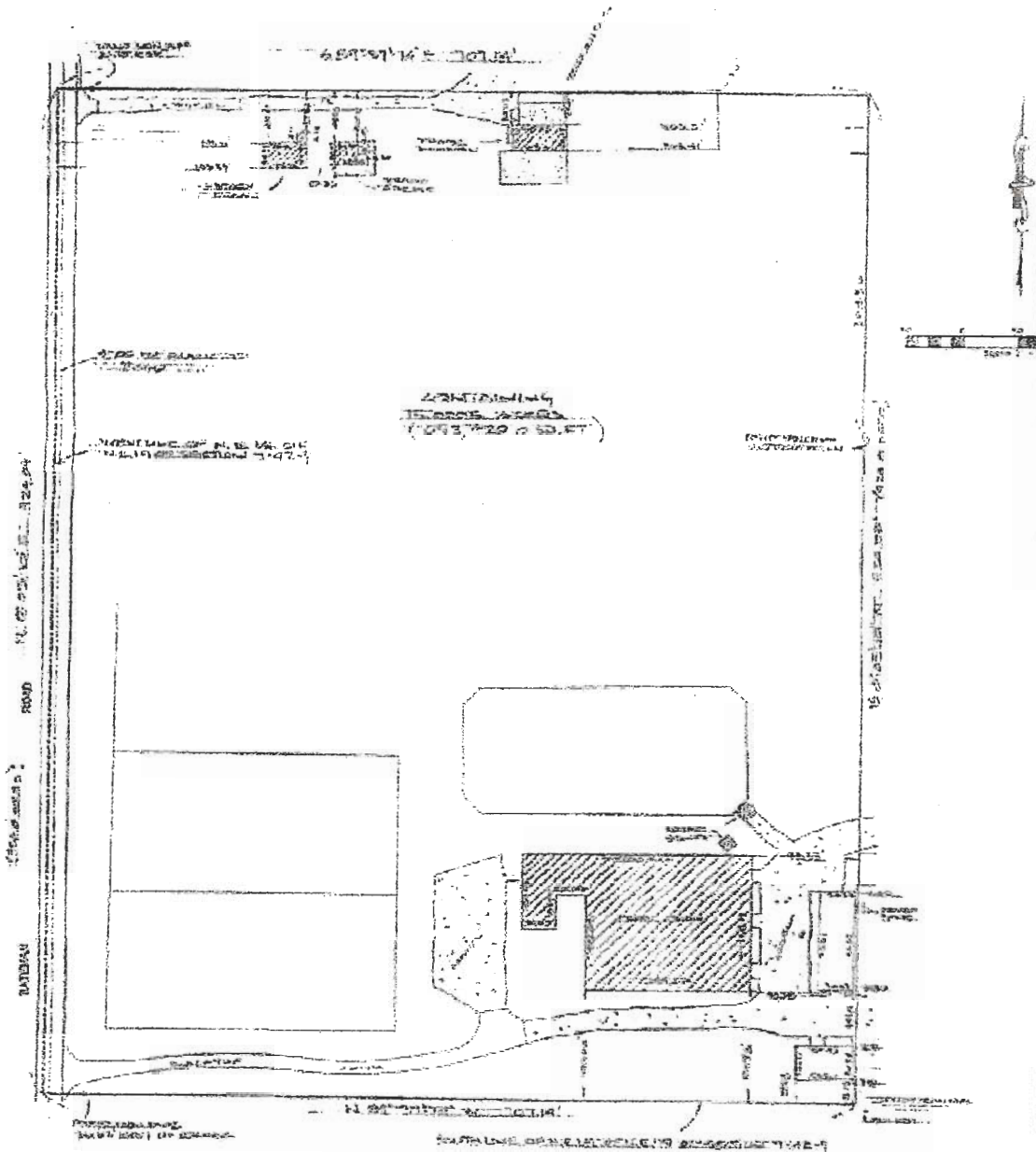
By: R. Richard Hamkey
Name: R. Richard Hamkey
Title: President

ATTEST:

By: Fred McMorris
Name: FRED McMORRIS
Title: SECRETARY

Alan J. Conk S. P. C.
PROFESSIONAL LAND SURVEYORS
PLAT OF SURVEY

OF PROPERTY DESCRIBED AS:
 The North 20% part of the West 20, 1420 feet of the Northeast Quarter of the Northeast Quarter of Section 7, Township
 42 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois



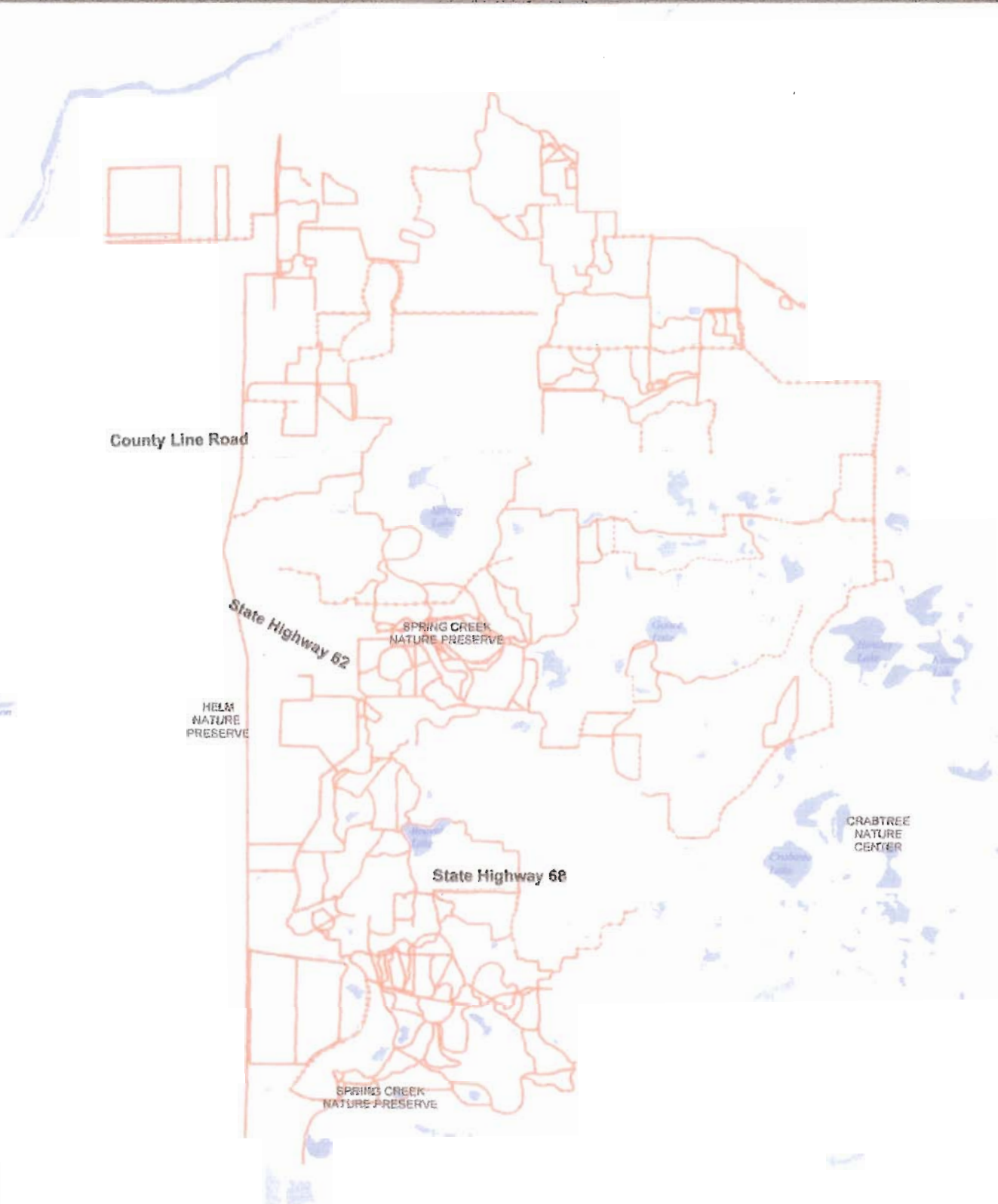


Exhibit **X**

Open Space Trail Network

Comprehensive Plan

Village of Barrington Hills

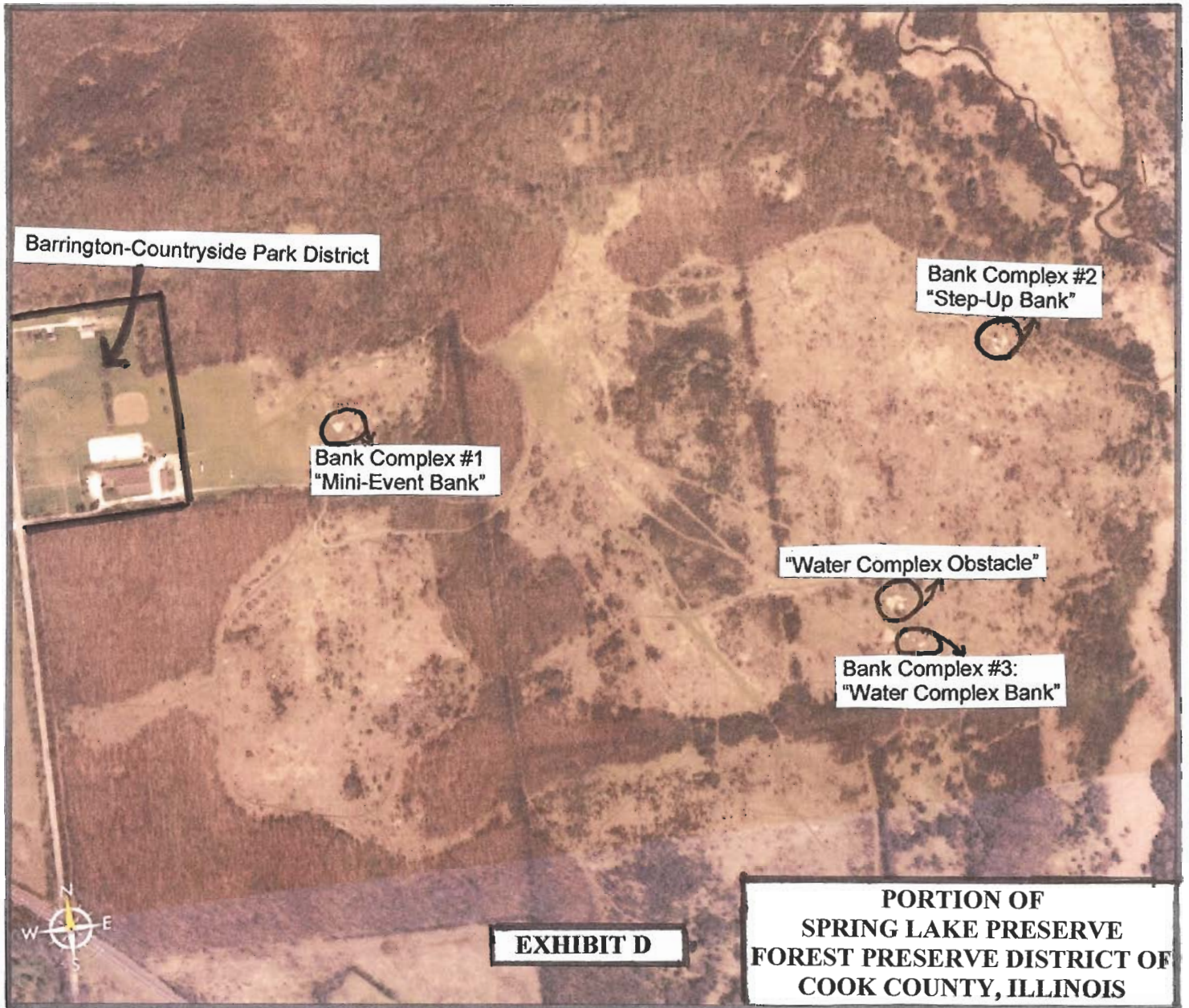
- Driveway Trail
- Ground Trail
- Roadside Trail



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Exhibit
C

Number 10 000



Barrington-Countryside Park District

Bank Complex #2
"Step-Up Bank"

Bank Complex #1
"Mini-Event Bank"

"Water Complex Obstacle"

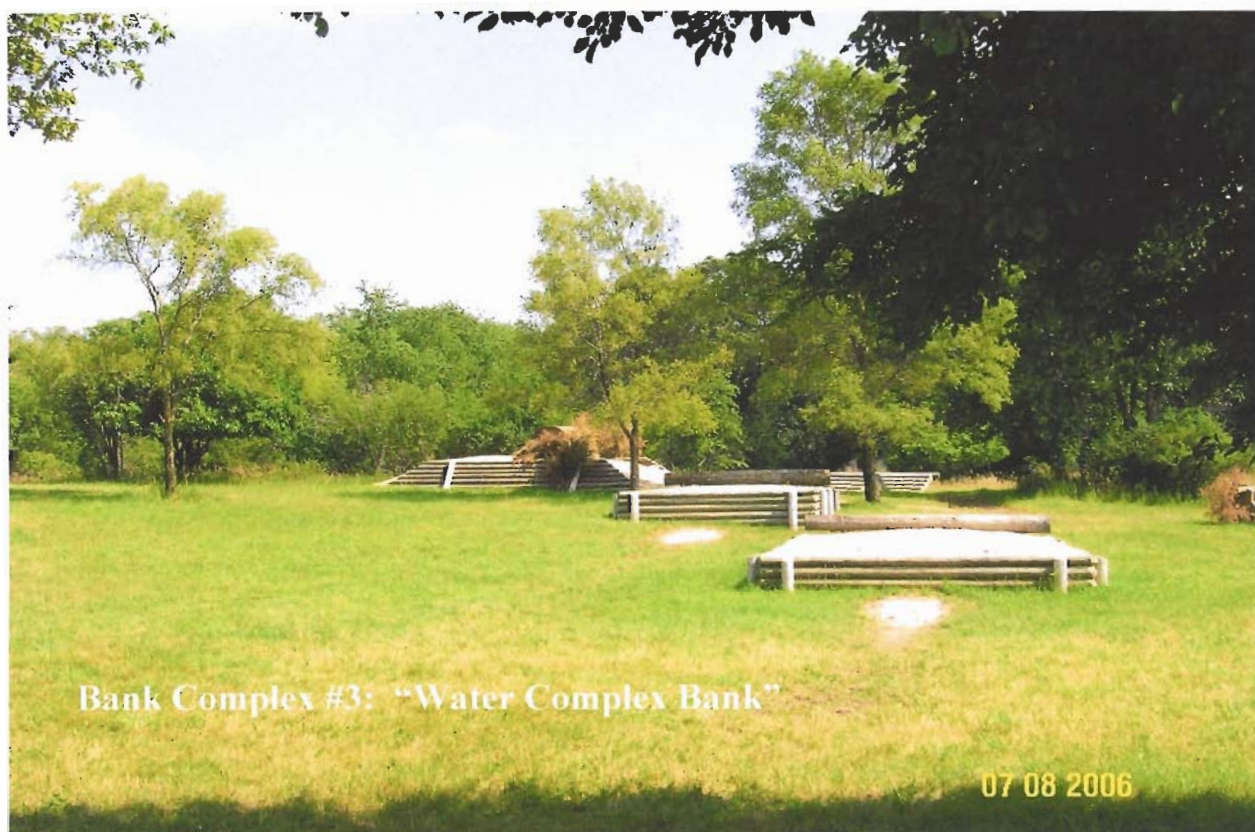
Bank Complex #3:
"Water Complex Bank"



EXHIBIT D

**PORTION OF
SPRING LAKE PRESERVE
FOREST PRESERVE DISTRICT OF
COOK COUNTY, ILLINOIS**





EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is dated July 11, 2006 and is between the **BARRINGTON COUNTRYSIDE PARK DISTRICT**, an Illinois park district ("Park District") and the **FOREST PRESERVE DISTRICT OF COOK COUNTY**, an Illinois special district ("Forest Preserve District"). The Park District and the Forest Preserve District hereinafter may be referred to individually as a "Party" and together as the "Parties."

RECITALS

1. The Park District owns, controls, manages and operates certain property commonly known as the Riding Center, located at 361 Bateman Road, Barrington Hills, Illinois, consisting of approximately 15 acres ("Riding Center Property"); and
2. The Forest Preserve District owns, controls, manages and operates certain property commonly known as the Spring Lake Preserve, consisting of approximately 3,900 acres located immediately to the east of the Riding Center Property; and
3. The Park District and the Forest Preserve District have entered into an Intergovernmental Cooperation Agreement which provides, in part, that the Park District shall grant a non-exclusive easement to the Forest Preserve District, permitting the Forest Preserve District and its invitees to utilize the driveway adjacent to the southern boundary of the Riding Center Property for the purpose of gaining access to the Spring Lake Preserve from the west for public recreation purposes, subject to the ordinances, rules and regulations of the Park District; and
4. The Park District is willing to grant such easement to the Forest Preserve District, in exchange for the undertakings of Forest Preserve District contained herein;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Subject to the terms and conditions of this Agreement, the Park District hereby grants to the Forest Preserve District and its invitees a non-exclusive easement over the driveway adjacent the southern boundary of the Riding Center Property, which driveway is legally described and depicted in **Exhibit A** attached to and made a part of this Agreement (the "Easement Property") for the purpose of gaining access to the Spring Lake Preserve from the west for public recreation purposes (the "Permitted Activities"), subject to the ordinances, rules and regulations of the Park District.
2. Term of Easement The term of the easement granted by this Agreement (the "Easement") shall commence on the date on which the Park District and the Forest Preserve District execute this Agreement, and shall continue for a period of twenty (20) years, unless earlier terminated pursuant to the terms of this Agreement, or unless extended pursuant to the terms of this



Paragraph 2. This Agreement and the Easement shall terminate at such time as the Forest Preserve District ceases to own the Spring Lake Preserve, or the portion of the Spring Lake Preserve that is adjacent to the Riding Center Property. In the event of termination under this paragraph, the Park District shall have the right, without further notice to the Forest Preserve District, to execute and record a release of the Easement, at the Park District's expense. The term of this Agreement and the Easement shall automatically renew in successive twenty-year periods, commencing on July 11, 2026, unless either the Park District or the Forest Preserve District notifies the other Party in writing of its intention not to renew not later than January 11, 2026, or not later than January 11 of any succeeding term.

3. Abandonment of Easement. On notice by the Forest Preserve District to the Park District, the Forest Preserve District may abandon the Easement, in which case, this Agreement and the Easement shall terminate, and the Parties shall have no further rights or obligations under this Agreement, except as otherwise stated in this Agreement. The Forest Preserve District shall, on request by the Park District, execute a recordable release of easement document, to be prepared and recorded the by Park District, at its expense.

4. Use of Easement. The Forest Preserve District and its invitees may use the Easement for the purpose of the Permitted Activities, and no other. The Forest Preserve District shall make a good faith effort to coordinate the Permitted Activities in such a manner as to cause minimal disruption to Park District's activities on the Easement Property or elsewhere on the Riding Center property. The Forest Preserve District shall conduct the Permitted Activities, or shall cause the Permitted Activities to be conducted, in a good, safe manner.

5. Explosives, Debris. No explosives or flammable or hazardous substances of any kind shall be transported across, brought upon, or stored or deposited on the Easement Property except with the written consent of the Park District. The Easement Property shall be kept free of accumulations of debris, waste and garbage, during and after the exercise of the Permitted Activities, at the Forest Preserve District's sole cost and expense.

6. Park District's Rights Regarding Health and Safety. The Park District shall have the right, at any time, to suspend the Easement on five (5) days' written notice (except in the case of life threatening emergency, when no notice shall be required) for safety and health reasons or for breach by the Forest Preserve District of its obligations under this Agreement, pending the elimination of said emergency or commencement of cure of said breach.

7. Compliance with Laws. The Forest Preserve District and its invitees shall comply with all applicable federal, state and local laws, rules, regulations and ordinances in the conduct of the Permitted Activities.

8. Right to Cure; Remedies. In the event the Forest Preserve District fails to perform any of its agreements or covenants under this Agreement, then Park District may give written notice of such deficiency to The Forest Preserve District, and if the Forest Preserve District fails to cure such deficiency within thirty (30) days after the giving of such notice, or fails to commence such cure and be diligently pursuing it to completion (if the nature of such deficiency is such that is that it

cannot be immediately cured) within thirty (30) days after the giving of such notice, the Park District may either (i) bring an action for specific performance of such obligations, or (ii) take such action as the Park District deems reasonably necessary to perform said obligations, and the Forest Preserve District shall pay the Park District's costs therefor, immediately upon the Park District's demand, or (iii) terminate the Easement and this Agreement on written notice to the Forest Preserve District.

9. Duty of Restoration Upon completion of any of the Permitted Activities, the Forest Preserve District shall leave the Easement Property in a good and safe condition, free of debris and any material which might create a dangerous condition, and shall restore any real estate of the Park District which has been affected by the exercise of the Permitted Activities, to the same, or better, condition as existed prior to the commencement of the Permitted Activities, at the Forest Preserve District's sole cost and expense. Upon the termination of this Agreement and/or the Easement, the Forest Preserve District shall restore the Easement Property to the same, or better, condition as existed prior to the commencement of any of the Permitted Activities, at the Forest Preserve District's sole cost and expense, and shall restore any real estate of the Park District which has been affected by the exercise of the Permitted Activities, including but not limited to the Property, to the same, or better, condition as existed prior to commencement of any of the Permitted Activities, at the Forest Preserve District's sole cost and expense. These obligations shall survive the termination of the Easement and/or this Agreement.

10. Indemnification. Subject to the limitations contained herein, the Forest Preserve District hereby agrees to indemnify and hold harmless the Park District, its commissioners, officers, agents, employees, officials, volunteers, successors and assigns (collectively, the "Indemnitees") and shall defend the Indemnitees from and against all liabilities, claims, demands, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and paralegals' fees and all costs, including court costs (collectively, the "Legal Expenses") arising out of or related to any injury or death of any person or loss of or damage to any property (the "Injuries") occurring on or about the Easement Property to the extent caused by (a) any acts or omissions of the Forest Preserve District, its invitees, agents, employees, contractors and representatives, or (b) any breach by the Forest Preserve District of any of its obligations under this Agreement. The Forest Preserve District shall not be obligated or responsible to indemnify, hold harmless or defend the Indemnitees from or against any liability, claim, demand, cause of action, costs and expenses (including, without limitation, Legal Expenses) arising out of or related to any Injuries to the extent same result from or arise out of the willful and wanton conduct of any of the Indemnitees. Further, the Forest Preserve District hereby agrees to indemnify and hold the Indemnitees harmless from and against any and all mechanics' and materialmen's liens, including liens against public funds, or claims therefor, including Legal Expenses for defense thereof, arising out of, related to, or in connection with (a) the Permitted Activities, or (b) any breach by the Forest Preserve District of any of its obligations under this Agreement. The indemnification herein contained shall survive the termination of the Easement and/or this Agreement. Nothing contained in this paragraph is intended, or shall be interpreted, to waive any statutory or common law grant of privilege or immunity of either Party to this Agreement.

11. Insurance. The Forest Preserve District shall maintain commercial liability insurance (or joint self-insurance) which includes coverage for liability assumed under an insured contract (including the tort liability of another assumed in a contract) covering occurrences on the

Easement Property, and shall name the Indemnitees as additional insureds under such policies. All such policies of insurance shall be in the amount and form described in **Exhibit B** attached to this Agreement, and evidence of insurance shall be provided as described in said Exhibit. Because the relationship between the Forest Preserve District and the Park District under this Agreement may continue for a significant period of time, the Park District may request such increased or other insurance coverage as may be reasonable and appropriate at the time.

12. Notices. The Parties may give notice to each other at, and any notice required by the provisions of this Agreement shall be in writing and shall be mailed, United States mail, first class, postage prepaid to, the following addresses; or delivered in person to the following locations, with proof of such delivery to be evidenced by a receipt signed by the receiving Party, or transmitted by fax transmission, with hard copy and machine generated proof of transmission being mailed the date of transmission, United States mail, first class, postage prepaid, to the receiving Party, at the following addresses:

A) If to Forest Preserve District: General Superintendent
Forest Preserve District of Cook County
536 N. Harlem Avenue
River Forest, IL 60305

B) If to Park District: Barrington Countryside Park District
P.O. Box 1393
Barrington, IL 60011
President, Board of Park Commissioners

With a copy to: James D. Wascher
Friedman & Holtz, P.C.
208 S. LaSalle Street
Suite 760
Chicago, IL 60604
Fax No.: 312/857-4000

Notice sent by mail shall be deemed given the third business day after deposit in the United States mail, first class, postage prepaid. Notices delivered in person shall be deemed given the date of delivery, as evidenced by a signed receipt of the Party receiving delivery, provided such delivery is made between 9:00 a.m. and 5:00 p.m. on a regular business day, and if delivery is made after such hours, notice shall be deemed given the next regular business day. Notices transmitted by fax shall be deemed given the date of transmission if transmitted between 9:00 a.m. and 5:00 p.m. on a regular business day, or, if after said time, on the next regular business day.

13. Entire Agreement. This Agreement contains the entire contract between the Parties with respect to the Easement and the Permitted Activities, and cannot be modified, except by a writing, dated subsequent to the date hereof, and signed by all Parties.

14. Counterparts. This Agreement may be separately executed by each of the Parties, each of which shall constitute a duplicate original and all of which, taken together, shall constitute one original agreement.

15. Assignment. The Easement and this Agreement shall bind and inure to the benefit of the Park District and its assigns, but shall not run with the Forest Preserve District's title to the Spring Lake Preserve, and shall not inure to the benefit of any of the Forest Preserve District's assigns.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed, by a duly authorized officer thereof, as of the date and year first above written.

Dated: July 11, 2006

BARRINGTON COUNTRYSIDE PARK DISTRICT

By: _____
President, Board of Park Commissioners

ATTEST:

Secretary, Board of Park Commissioners

Dated: _____

COOK COUNTY FOREST PRESERVE DISTRICT

By: _____
President, Board of Commissioners

ATTEST:

Secretary, Board of Commissioners

EXHIBIT A TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF EASEMENT PROPERTY

[SEE ATTACHED]

DEPICTION OF EASEMENT PROPERTY

[SEE ATTACHED]

EXHIBIT B TO EASEMENT AGREEMENT

INSURANCE TO BE MAINTAINED BY THE FOREST PRESERVE DISTRICT

As used herein, "User" means the Forest Preserve District, as defined in the Easement Agreement, and "District" means the Barrington Countryside Park District.

User shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

User shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 1093, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

District shall be included as an insured under the primary CGL, using ISO additional insured endorsement CG 20 26 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 of self-insurance afforded to District.

B. Business Auto and Umbrella Liability Insurance

If applicable, User shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000.00 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage.

If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, User shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$500,000.00 each accident for bodily injury by accident or \$500,000.00 each employee for bodily injury by disease.

If District has not been included as an insured under the primary CGL using ISO additional

insured endorsement CG 20 26 under the Commercial General Liability insurance required in the easement agreement, the User waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the User's use of the premises.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to using premises, User shall furnish District with copies of policies, or, at District's option, 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 and policies 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 policy or 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 User's obligation to maintain such insurance.

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

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

User shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.

2. Acceptability of Insurers

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

3. Cross-Liability Coverage

If User'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 declared to the District. At the option of the District, the user may be asked to eliminate such deductibles or self-insured retentions as respects the 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.

CERTIFICATE OF SELF INSURANCE

Agreement: Easement Agreement

Dated: July 11, 2006

Location: 361 Bateman Road, Barrington Hills, IL.

Pursuant to the provisions of Section 11 of the afore-referenced Easement Agreement between the Barrington Countryside Park District and the FPDCC, the Grantee hereby attests that it is a self-insurer, and that it undertakes and promises to insure the District, its Commissioners, officers, agents, servants and employees against all risks and liability contemplated by the indemnity and insurance provisions (Sections 11 & 12) of the Easement Agreement; and that the certificate is issued in lieu of policies of insurance or certificates of insurance in which the District, its Commissioners, officers, agents, servants and employees would be a named or additional insured, and that it has funds available to cover those liabilities in the amounts set forth as follows:

COMPREHENSIVE GENERAL LIABILITY

Combined Single Limit: Bodily Injury Liability

Property Damage Liability

In the amount of not less than \$4,000,000.00

Per Occurrence

and

ALL RISK PROPERTY INSURANCE

in the amount of not less than \$4,000,000.00

Per Occurrence

Bodily Injury

in the amount of not less than \$

Dated: 9-6-06

By: 
Lenny Moore

Its: CHIEF FINANCIAL OFFICER
Title

RENEWED ANNUALLY

This certificate to be signed by an officer of self-insured having sufficient knowledge of the fiscal structure and financial status of Lease.