

**SECOND AMENDMENT TO AN ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN THE FOREST PRESERVE DISTRICT OF WILL COUNTY AND THE
VILLAGE OF HOMER GLEN**

This Second Amendment to an Annexation and Development Agreement between the Forest Preserve District of Will County and the Village of Homer Glen is executed this 10th day of May, 2018 (the "Second Amendment").

WHEREAS, the Village of Homer Glen is a home-rule Municipal Corporation (the "Village"); and,

WHEREAS, the Forest Preserve District of Will County is a body politic and corporate (the "District"); and,

WHEREAS, on the 14th day of May, 2009, the Village and the District entered into an Annexation and Development Agreement (the "Agreement") with respect to the property owned by the District described on Exhibit A attached hereto (the "Property"); and,

WHEREAS, on the 12th day of November, 2009, the Village and the District amended the Agreement (the "First Amendment"); and,

WHEREAS, pursuant to the authority of 65 ILCS 5/11-15.1-1 *et. seq.*, the Village's authority as a home-rule unit of government, the authority of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et. seq.*) and the Intergovernmental Cooperation provisions of the Illinois Constitution (Article 7, Section 10) the Village and the District enter into this Second Amendment; and,

WHEREAS, it is the intention of the Village and the District that, except as herein provided, the Agreement, as modified by the First Amendment shall remain in full force and effect; and,

WHEREAS, as due notice as required by law, the Village has conducted a public hearing before its President and Board of Trustees with regard to this Second Amendment.

NOW, THEREFORE, FOR THE GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED BY THE PARTIES, BE IT AGREES AS FOLLOWS:

Section 1. Incorporation of Recitals and Exhibits

The recitals set forth above and each Exhibit attached to this Second Amendment are incorporated herein as if fully set forth in this Second Amendment to an Annexation and Development Agreement.

Section 2. Amendment

That Section 10 (as amended by the First Amendment) be and the same are hereby deleted and the following inserted in their place:

1. Section 10.

The Village intends to construct a sanitary sewer collection/transmission line across portions of the Property and other tracts of land (the "Sewer Project"). In order for the Village to construct the Sewer Project across the Property it will need the Long Term and Temporary Construction Licenses as set forth below. As part of the construction of the Sewer Project, it may also be necessary to disturb some trees as further detailed below.

A. The District shall grant to the Village the License Agreement in substantially the form of Exhibit B attached hereto (the "License Agreement").

B. As compensation to the District for granting the Long Term and Temporary Construction License Agreement, the Village shall pay to the District the sum of \$170,308.80 (the "License Compensation").

C. As compensation to the District for the tree disturbance and restoration fee, the Village shall pay to the District the sum of \$1,190,770.00 (the "Disturbance Compensation").

D. The Village shall convey to the District by Quit Claim Deed the Property described in Exhibit C attached hereto (the "Jensen Property"). The Deed conveying the Property shall be substantially in the form of Exhibit C (the "Jensen Deed") reserving an utility easement to the Village as set forth in the Jensen Deed. The Village shall receive a credit against License Compensation and the Disturbance Compensation in the amount of \$68,260.00 in consideration of the conveyance of the Jensen Property.

E. The Village shall convey to the District by Quit Claim Deed the Property described in Exhibit D attached hereto (the "Leoponis Property"). The Deed conveying the Property shall be substantially in the form of Exhibit D (the "Leoponis Deed") reserving an utility easement to the Village as set forth in the Leoponis Deed. The Village shall receive a credit against License Compensation and the Disturbance Compensation in the amount of \$0.00 in consideration of the conveyance of the Leoponis Property.

F. The payment due the District will be as follows:

1. Long Term License Compensation \$154,798.59
 2. Temporary Construction License Compensation \$15,510.21
 3. Disturbance Compensation \$1,190,770.00
- Total Compensation to District \$1,361,078.80

The credits due the Village shall be:

1. Jensen credit \$68,260.00
 2. Leoponis credit \$0.00
- Net due the District \$1,292,818.80 (the "District Compensation")

G. The License Agreement, the Short Term License, the Jensen Deed and the Leoponis Deed shall be held in Escrow by the attorney for the District and each shall be recorded upon direction to record given by the Village Administrator when the Village determines that it is ready to proceed with the Sewer Project. The direction shall be accompanied by a check for one-half of the District Compensation. The second one-half of the District Compensation shall be paid December 31, 2018.

H. The District shall use its best efforts to utilize the District Compensation to construct a recreational trail and associated trail amenities generally as set forth on Exhibit E (the "Trail"). The Trail shall be constructed upon the District securing additional funding, anticipated to be in the form of state and federal grants, which the District is actively pursuing at the time of the execution of this Second Amendment.

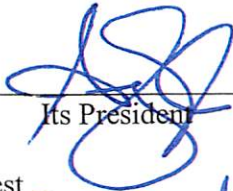
I. The District and the Village shall each adopt the requisite Resolutions or Ordinances necessary to effectuate the Jensen and Leoponis Property transfers pursuant to the Local

Governmental Property Transfer Act 50 ILCS 605/0.01 *et. seq.*

2. Section 11 of the Annexation Agreement is deleted.

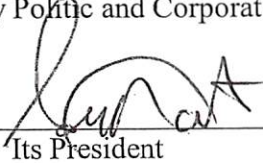
Executed this 23rd day of May, 2018.

Village of Homer Glen,
a Home Rule Municipal Corporation


By:  _____
Its President

Attest
By:  _____
Its Clerk

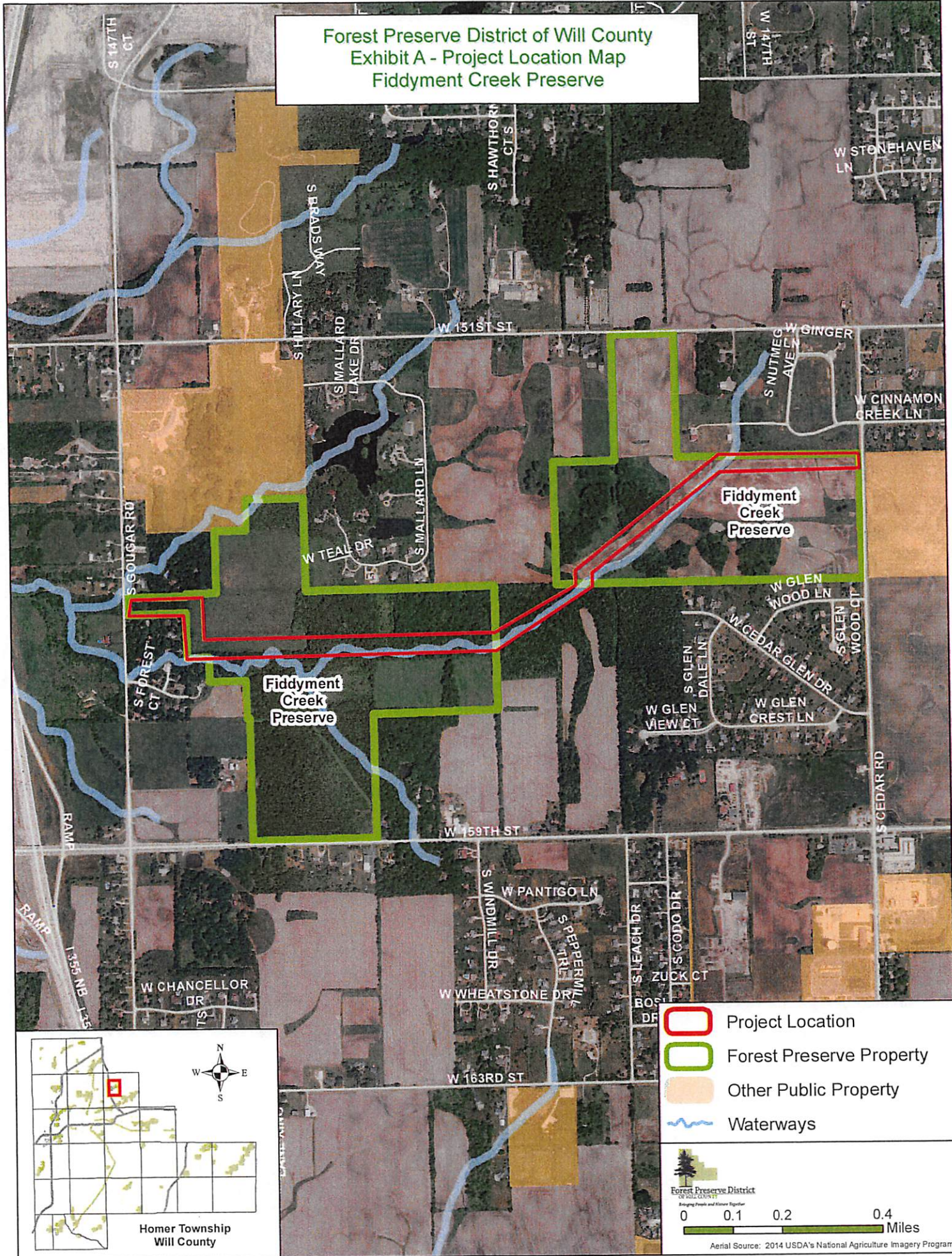
The Forest Preserve District of Will County,
a Body Politic and Corporate

By:  _____
Its President

Attest

By:  _____
Its Secretary

Forest Preserve District of Will County
Exhibit A - Project Location Map
Fiddymnt Creek Preserve



- Project Location
- Forest Preserve Property
- Other Public Property
- Waterways

Forest Preserve District
WILL COUNTY
Bringing Parks and Nature Together

0 0.1 0.2 0.4
Miles

Aerial Source: 2014 USDA's National Agriculture Imagery Program

