STATE OF ILLINOIS)  
COUNTY OF COOK)       SS.  
COUNTY OF WILL  )

CLERK’S CERTIFICATE

I, PATRICK E. REA, the duly appointed, qualified, and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. 2016-O-057

AN ORDINANCE APPROVING A LAND DONATION AGREEMENT BETWEEN THE PANDUIT CORPORATION AND THE VILLAGE OF TINLEY PARK

which was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 20th day of December, 2016, at which meeting a quorum was present, and approved by the President of Tinley Park on the 20th day of December, 2016.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of the vote was a follows, to wit:

AYES:     Grady, Vandenberq, Younker, Suggs

NAYS:     Pannitto

ABSENT:  None

Abstain: Maher

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 20th day of December, 2016.

By: [Signature]
Village Clerk
AN ORDINANCE APPROVING A LAND DONATION AGREEMENT BETWEEN THE
PANDUIT CORPORATION AND THE VILLAGE OF TINLEY PARK

Published in pamphlet form this 20th day of December, 2016, by Order of the Corporate
Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois.

By: [Signature]
Village Clerk
ORDINANCE NO. 2016-O-057

AN ORDINANCE APPROVING A LAND DONATION AGREEMENT BETWEEN THE PANDUIT CORPORATION AND THE VILLAGE OF TINLEY PARK

WHEREAS, the Village of Tinley Park is a home rule municipality and pursuant to the Illinois Constitution, Article VII, Section 6, has certain powers which it is exercising; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park have determined that the best interests of the Village of Tinley Park would be best served by acquiring title to the parcel generally A parcel encompassing approximately 8.3 acres generally at the northeast corner of 175th Street and Ridgeland Avenue Parts of PINs:28-29-300-033-0000 and 28-29-300-034 ("the Property") and more fully and legally described in the Donation Agreement attached hereto as Exhibit 1; and

WHEREAS, the owner of record of the Property has agreed to donate said Property to the Village of Tinley Park subject to the terms and conditions set forth in the Donation Agreement attached hereto as Exhibit 1; and

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, as follows:

SECTION ONE: Each of the Whereas paragraphs above are incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

SECTION TWO: The President and Board of Trustees hereby approve the Donation Agreement in substantial form as the copy Attached hereto as Exhibit 1 subject to review and revision as to form by the Village Attorney.

SECTION THREE: Upon passage and approval of this Ordinance, the Village Manager and Village Clerk are hereby authorized and directed to execute and deliver such other instruments and documents as may be necessary or convenient to consummate the transfer of title to the Property to the Village of Tinley Park, and the Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance, together with the Deed conveying title to the Property to the Village of Tinley Park, with the Cook County Recorder of Deeds.

SECTION FOUR: Publication. The Village Clerk be and is hereby directed to publish this Ordinance in pamphlet form.

SECTION FIVE: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

240052_1
PASSED this 20th day of December, 2016, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Grady, Vandenberg, Younker, Suggs

NAYS: Pannitto

ABSENT: None

Abstain: Maher

APPROVED this 20th day of December, 2016, by the President of the Village of Tinley Park.

By: ____________________________
   Village President

ATTEST: _________________________
   By: ____________________________
   Village Clerk

By: ____________________________
   Village Clerk
ORDINANCE NO. 2016-O-057

AN ORDINANCE APPROVING A LAND DONATION AGREEMENT BETWEEN THE PANDUIT CORPORATION AND THE VILLAGE OF TINLEY PARK

Published in pamphlet form by Order of the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois
DONATION AGREEMENT

[PANDUIT CORP.

a Delaware corporation – titleholder to be confirmed]

TO

VILLAGE OF TINLEY PARK

an Illinois municipal corporation

December 20, 2016
DONATION AGREEMENT

This DONATION AGREEMENT (this "Donation Agreement") is entered into as of December 20, 2016, by and between [Panduit Corp., a Delaware corporation], having a tax mailing address at 18900 Panduit Drive, Tinley Park, Illinois 60487 (the "Donor") and VILLAGE OF TINLEY PARK an Illinois municipal corporation, having an address at 16250 S. Oak Park Avenue, Tinley Park, Illinois 60477 (the "Donee").

RECITALS:

A. The Donee is a municipality of the State of Illinois and the contribution will constitute a "charitable contribution" within the meaning of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code").

B. The Donor owns certain Donation Parcel comprised of approximately 8.3 acres of land located in the Village of Tinley Park, Cook and Will Counties, Illinois, as more specifically described in Exhibit "A" attached hereto and incorporated herein by reference, together with all rights, privileges and appurtenances thereto belonging (the "Donation Parcel").

C. The Donation Parcel forms a part of a larger tract of land owned by Donor which, excepting the Donation Parcel, is comprised of approximately 56.82 acres of land and which is utilized by the Donor for commercial purposes (the "Remaining Parcel") as depicted on Exhibit "B" attached hereto and incorporated herein by reference;

D. The Donor anticipates continued use of approximately 19.68 acres of the Remaining Parcel for its Technology Center and anticipates demolition of improvements and other actions preparing the other 37.14 acres of the Remaining Parcel for redevelopment by a third party.

E. The Donee has experienced storm water management challenges that impact a significant portion of the Village, and impede the development and redevelopment of these areas. The Donee has formed the Tinley Park Legacy TIF District (the "TIF District") in order to provide for regional storm water management in the sector of the Village composing the TIF District.

F. The Donee has requested the Donor donate the Donation Property to the Donee for use as a regional storm water detention facility to serve the needs of the community including the TIF District and portions of the adjacent Main Street South TIF District. The Donor currently utilizes portions of the Donation Parcel for local storm water detention in relation to the Remaining Parcel. The Donee proposes to enlarge the storm water detention facilities on the Donation Parcel so that the Donor's existing use may continue and anticipated uses may be implemented, but that the Donation Parcel will also provide regional storm water detention facilities to service other portions of the TIF District, enabling the Donee to optimize future development of the aforementioned in the TIF districts, including development of the South Street area and the old Central Middle School site, by reducing the need for additional onsite detention for those projects.
a. The MWRD permit for construction and operation of the On Site Work (defined below) on the Donation Parcel has not been received by Donee within 45 days of the date of Closing; or

b. Material performance of the On Site Work has not commenced by Donee by June 1, 2017.

4. Title and Survey.

Donor has secured an Owner's Policy of Title Insurance insuring title to the Donation Parcel. At the Donee's election, and the Donee's sole cost and expense, the Donee may obtain an updated survey of the Donation Parcel. Within twenty-one (21) days after Donee's execution of this Donation Agreement, Donee shall have the right to object in writing to Donor to any defect, encumbrance or matter appearing in the title documents or Survey, respectively. Those matters to which the Donee does not so object shall become Permitted Exceptions. If, within such applicable period, Donee notifies Donor in writing of an objection to any defect, encumbrance, or matter shown in the Title Commitment or Survey, or if at any time prior to closing Donee notifies Donee in writing of an objection to any new defect, encumbrance, or matter to Donor's title set forth on an update to the Title Commitment but not set forth in the original Title Commitment or Survey, then Donor shall have, at its option and without any obligation to do so, 10 business days after receipt of such notification of objection in which to cure or remove same to Donee's satisfaction. If Donor does not do so, then Donee may at any time prior to Closing send Donor and Title Company written notice terminating this Agreement, whereupon neither Donee nor Donor shall have any further rights or obligations pursuant to this Agreement; otherwise, Donee shall be deemed to have accepted such matter, encumbrance or defect as a Permitted Exception.

5. Subdivision; Separate Tax Parcel.

The Parties agree that the most efficient way to separate the Donation Parcel from the Remaining Parcel is through a Deed and subsequent Tax Division. The Donor, at its sole cost and expense, shall perform all work necessary such that the Donation Parcel shall be a separate tax parcel (the “Lot Split”). Each Party shall cooperate the other in all respects in order to assure that the Lot Split is obtained without delay. The Donee will use best efforts to obtain approval for relocated curb cuts along Ridgeland from the County if requested by Donor in connection with the Lot Split. If required by the Village's subdivision control regulations or otherwise, the Donee, at its sole cost and expense, shall perform all work necessary to subdivide the Donation Parcel from the Remaining Parcel (the “Subdivision”).


In connection with the Donor’s current and future use of the Remaining Parcel, the Donor will require certain easements over, across and upon the Donation Parcel in the format attached hereto as Exhibit “D” (the “Easement Agreement”) for purposes of installation and maintenance of pipes and maintenance, monitoring and repairing certain storm water management facility appurtenances as further set forth in the Easement Agreement. The Donee shall execute the Easement Agreement and deliver same at Closing as provided Section 11.
below and the Escrow Agent (as defined below) shall record the Easement Agreement at Donor’s cost and expense.

7. **Donee’s Covenants and Agreements.**

The Donee makes the following covenants and agreements to induce the Donor to enter into and consummate the terms of this Donation Agreement. All of such covenants and agreements shall survive the Closing (defined below), and Donor shall have all remedies at law or in equity in the event of breach thereof by the Donee, and shall be entitled to recover all of the Donor’s costs and expenses, including reasonable attorney fees, in connection with enforcing remedies for any such breach:

(a) The Donee agrees to the use restrictions set forth in the Easement Agreement, which provides that regional storm water management facility will be the primary use of the Donated Parcel, and that no use will be made of the Donated Parcel which shall be inconsistent with or impair the primary use, and that a continuing right is granted in favor of the Remaining Parcel to continue to use the Donated Parcel for storm water detention for the Remaining Parcel as the same is currently configured or as may be redeveloped from time to time.

(b) The Donee agrees to commence the construction bid process and other preconstruction activities upon Closing, and agrees to commence construction of the regional storm water facility on the Donation Parcel no later than **June 1, 2017** and conduct construction activities to complete the Onsite Work (defined below) with dispatch and in accordance with the requirements of the MWRD permit and all local rules and regulations, all at the Donee’s sole cost and expense. The Donee further covenants and agrees that it shall conduct the expansion of the storm water management facility for regional use in such a manner so that the storm water management facility may be continuously used by the Donor, or that alternate adequate storm water management operations will be provided by the Donee for the Remaining Parcel during the construction process.

(c) The Donee agrees to fully fund the cost of the regional storm water detention facilities of the On Site Work (as a general obligation of Donee) in order to assure timely completion of the facility, including any costs which may exceed preliminary estimates.

(d) The Donee also agrees to promptly perform the following work, at Donee's expense, in connection with Donee's construction activities such that utility service to the Remaining Parcel is continuous and uninterrupted:

(i) cut, cap and remove the existing waterline which runs along the northerly boundary of the Donation Parcel;

(ii) relocate and replace the fire hydrant at the northeast corner of the Donation Parcel as indicated on grading plan sheet 4 of 14 prepared by Robinson Engineering dated 10/21/2016.
(e) Donee agrees that no fence, berm, landscape screening or other barrier will be required by the Donor on or near the northern or eastern boundary of the DonationParcel unless and until the Remaining Parcel is redeveloped then all such zoning standards in the Village shall apply with respect to the parcel being redeveloped.

8. **Donor Warranties and Representations.**

The Donation Parcel is being conveyed on an “AS IS” “WHERE IS” basis in its present state and condition and the Donor disclaims all warranties and representations of any kind or nature, whether oral or written, express or implied, concerning the Donation Parcel, any such personal property or the Donor, except as follows:

(a) The Donor is a duly organized and validly existing corporation under the laws of the State of Delaware authorized to conduct business in Illinois and has all necessary power and authority to enter into this Donation Agreement and to perform and carry out the terms and conditions required of it hereunder.

(b) The Donor is not a “nonresident alien,” “foreign corporation,” “foreign partnership,” “foreign limited liability Donor,” “foreign trust” or “foreign estate” within the meaning of Code Section 1445 and any related Treasury Regulations.

9. **Donee Warranties, Representations and Acknowledgements** The Donee hereby warrants and represents to the Donor the following:

(a) The Donee is a duly organized and validly existing chartered municipal corporation under the laws of the State of Illinois and a political subdivision of the State of Illinois and has all necessary power and authority to enter into this Donation Agreement and to perform and carry out the terms and conditions required of it hereunder. The Donee is a Home Rule unit of government.

(b) The Donee acknowledges that (i) it has inspected the Donation Parcel to its full and complete satisfaction with the full cooperation of the Donor, (ii) such inspection was undertaken by one or more persons of the Donee’s choosing, and (iii) it had reasonable and full access to the Donation Parcel for the purposes of its inspection. The Donee acknowledges that it has not relied, and does not rely, upon any warranties, representations, or statements concerning the Donation Parcel other than those that are specifically included in this Donation Agreement. The Donee acknowledges the present state and condition of the Donation Parcel and agrees to accept the Donation Parcel, notwithstanding any known or unknown deficiencies or defects of or with respect to the Donation Parcel, and agrees not to assert any claim or attempt to rescind the transfer and gift of the Donation Parcel to Donee based on the state or condition of the Donation Parcel.

(c) The Donee has established the Legacy Tax Increment Financing (TIF) District which includes both the Donation Parcel and the Remaining Parcel within its boundaries. The Donee has all necessary power and authority to enter into redevelopment agreements in connection with the Legacy and adjacent TIF Districts to provide for construction and installation of storm sewer lines and other facilities offsite of the
Donated Parcel in order to effectively provide for a regional storm water management system in the Legacy and adjacent TIF Districts and further to provide for reimbursement of eligible Redevelopment Project Costs (within the meaning of the Illinois Tax Increment Allocation Redevelopment Act 65 ILCS 5/11-74.4-1 et. Seq. ("Redevelopment Project Costs") for redevelopment of properties located within the TIF District (including the Remaining Parcel) upon approval of the Corporate Authorities.

(d) The Donee has allocated and reserved sufficient funds (the "Allocated Funds") for construction of the proposed regional water detention facility on the Donation Parcel, including onsite construction of the expansion of the existing water detention facility and providing all necessary ancillary pipes and other on-site facilities in accordance with MWRD approved permits and plans (the "On Site Work") to allow for the intake and storage of storm water from the regional storm water detention area consisting of the entire TIF District (the "Regional Drainage Area"). The On Site Work, when completed, will comply with applicable laws.

(e) The Donee has applied for all necessary permits from MWRD in order to construct and operate the regional storm water facility and perform all of the On Site Work. The Permit Application No. is [15-178]. The Donee has been advised by its Engineering Firm, Robinson Engineering, that all application requirements for issuance of the MWRD permit for the On Site Work have been satisfied other than Donee becoming titheholder of the Donation Parcel and Donee knows of no impediments to issuance of the permit other than its acquisition of title to the Donation Parcel.

(f) No local rules and regulations apply to the Remaining Parcel or redevelopment thereof in excess of the SPO requirements with regard to storm water management.

(g) The proposed volume provided in the regional storm water detention pond on the Donation Parcel is sufficiently sized to serve the Remaining Parcel as the same may exist and be redeveloped from time-to-time in accordance with the approved MWRD SPO permit (which will be applicable to the Remaining Parcel) as long as a C factor of 0.90 or less is assumed.

(h) Donee represents that the pond also includes volume control storage as a retention based practice for water quality treatment on the Donation Parcel. The volume provided is being installed for future anticipated impervious development associated with the Remaining Parcel based upon an assumed application of current WMO requirements, and additional volume control capacity may be utilized with respect to any other property that Donee may elect to serve with the regional stormwater facility in order to meet the current WMO requirements.

(i) Future development will be subject to the volume control requirements in effect as of the date the future permit application is submitted. If the volume control requirements are increased from the current WMO requirements and the volume control
storage does not sufficiently meet the requirements at the time of redevelopment, then additional volume control storage will be required.

10. **The Donor’s Documentation and Delivery of Instruments.**

Prior to Closing or otherwise in the time periods specifically set forth herein, the following documents and instruments will be delivered by the Donor to Escrow Agent:

(a) The Deed, executed by the Donor, conveying to Donee all of the Donor’s right, title and interest in and to the Donation Parcel;

(b) such other documents as may be reasonably necessary to effectuate the terms and conditions of this Donation Agreement.

11. **Donee’s Documentation and Delivery of Instruments.**

Prior to Closing or otherwise in the time periods specifically set forth herein, the following documents and instruments will be delivered by Donee to the Escrow Agent:

(a) The fully executed Easement Agreement;

(b) one (1) copy of Donee Acknowledgment (Part IV) of Section B of IRS Form 8283, executed by Donee by an official authorized to sign the tax returns for Donee or by a person specifically designated to sign Form 8283 and a donation acknowledgement in the form of Exhibit D; and

(c) such other documents as may be reasonably necessary to effectuate the terms and conditions of this Donation Agreement.

12. **Closing.**

Within [twenty (20)] days of the date of this Donation Agreement, Donor shall execute and deliver the Deed to Chicago Title Insurance Company in its capacity as escrow agent hereunder (the “Escrow Agent”) along with escrow instructions in the form attached hereto as Exhibit “C-1” (the “Escrow Instructions”). Upon the satisfaction of all pre-conditions set forth herein, counsel for both Donor and Donee shall confirm to the Escrow Agent as such and the Escrow Agent shall immediately file the Deed and Easement of record and perform all other measures required to close out escrow and complete the transactions contemplated hereby (the “Closing”).

13. **Charges.**

Donor will be responsible for the payment of the cost of recording the Deed, the Easement Agreement, any Donation Parcel transfer tax or conveyance fees, any costs of the Escrow Agent, and any other costs and expenses required to effectuate the transfer contemplated hereby. Donee shall waive any municipal transfer tax fee or code inspection requirements and shall cooperate to execute such documentation as may be necessary to confirm qualification for any applicable state or county transfer tax exemption.
14. **Charitable Use.**
Donee intends to use the Donation Parcel exclusively for public purposes.

15. **Commissions and Fees.**
The Donor and Donee each represents to the other that it has not dealt with any real estate agent or brokerage firm in connection with the transactions contemplated by this Donation Agreement and is not aware of any real estate commissions that are or will become due to any such agent or firm in connection with such transactions.

16. **Miscellaneous.**

(a) **Relationship of the Parties.** Notwithstanding any provision to the contrary in this Donation Agreement, the parties agree that their relationship with respect to the gift contemplated herein is one of donor and donee only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the parties with respect to such gift.

(b) **Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Donation Agreement, but this Donation Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

(c) **Waiver.** The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Donation Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Donation Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

(d) **Notices.** All notices herein authorized or required to be given to Donee shall be sent certified mail, registered mail or overnight express, postage prepaid, to Donee at:

* Village of Tinley Park  
  David G. Seaman  
  16250 S. Oak Park Avenue  
  Tinley Park, Illinois 60477

With a copy to:

Patrick G. Connelly  
Peterson Johnson & Murray, Chicago-LLC
200 West Adams Street
Suite 2125
Chicago, Illinois 60606

or to such other address as Donee may from time to time designate in accordance with this Paragraph. All notices herein authorized or required to be given to the Donor shall be sent by certified mail, registered mail or overnight express, postage prepaid, to the Donor at:

Panduit Corp.
18900 Panduit Drive
Tinley Park, Illinois 60487
Attn: Michael Kenny, CFO

With a copy to:

Dean E. Parker
Hinshaw & Culbertson LLP
222 N. LaSalle Street
Suite 300
Chicago, Illinois 60601-1081

or to such other address as the Donor may from time to time designate in accordance with this Paragraph.

(e) **Entire Agreement.** This Donation Agreement sets for the complete understanding and agreement of the parties with respect to the Donation Parcel and the transaction that is the subject of this Donation Agreement. No oral statements, representations or agreements other than this Donation Agreement shall have any force or effect and Donee and the Donor agree that they will not rely on any representations or agreements other than those contained in this Donation Agreement.

(f) **Further Assurances.** Either party, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may reasonably deem appropriate to carry out the terms and conditions of this Donation Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Donation Agreement.

(g) **Survival.** All agreements, representations, warranties and indemnifications hereunder shall be considered to have been relied upon and shall survive the execution and delivery of this Donation Agreement and the conveyance of the Donation Parcel being conveyed hereunder.

(h) **Headings.** The headings in this Donation Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

(i) **Exhibits.** The Exhibits attached hereto are a part of this Donation Agreement.
17. **Applicable Law and Binding Effect.**

This Donation Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois. This Donation Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

18. **Counterparts.**

This Donation Agreement may be signed in multiple identical counterparts with the same effect as if the signatures thereof and hereto were upon the same instrument. This Donation Agreement may be evidenced by facsimile or electronic (PDF) signature pages.

[SIGNATURE PAGE FOLLOWS]
EXECUTED on the date first written above.

[PANDUIT CORP.,
A Delaware corporation]

By: [Signature]
Michael G. Kenny

Its: CFO

VILLAGE OF TINLEY PARK

By: [Signature]
Print Name: David G. Seamon

Its: Mayor
Exhibit “A”

LEGAL DESCRIPTION OF DONATION PARCEL

[to be developed by surveyor]

Tax PIN(s): __________________________

Common Address: 8.3 acre parcel at NEC 175th Ridgeland Ave., Tinley Park, IL.
Exhibit "B"

Drawing Depicting the Donation Parcel and the Remaining Parcel
EXHIBIT "A"

LEGAL DESCRIPTION FOR PROPOSED DETENTION PARCEL

The north 670.00 feet of the south 703.00 feet of the east 540.00 feet of the west 590.00 feet of the West Half of the Southwest Quarter of Section 29, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Containing 8.306 Acres

Part of PINS:
28-29-300-033
28-29-300-034

SCALE 1" = 150'

ROBINSON ENGINEERING, LTD.
CONSULTING ENGINEERS AND PROFESSIONAL LAND SURVEYORS
1700 SOUTH PARK AVENUE - SOUTH HOLLAND, ILLINOIS 60473
(708) 391-1710 FAX (708) 391-0928
ILLINOIS LAND FIRM REGISTRATION NO. 194001128

2016-10-14
14471-AU-QM-01.dwg
QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that PANDUIT CORP, a Delaware corporation, successor by merger to Panduit Corp of Illinois, the GRANTOR, with an address of 18900 Panduit Drive, Tinley Park, Illinois 60477, for the consideration of Ten Dollars ($10.00) and other good and valuable consideration, VILLAGE OF TINLEY PARK, an Illinois municipal corporation, with an address of 16250 South Oak Park Avenue, Tinley Park, Illinois 60477, the GRANTEE, does by these presents absolutely give, grant, remise, release and forever QUIT-CLAIM unto the said GRANTEE, its successors and assigns forever, all such right and title as GRANTOR may have in and to the real property situated in the Village of Tinley Park, County of Cook, State of Illinois, as more particularly described on Exhibit “A” attached hereto and incorporated herein (the “Property”)

subject to easements, covenants, conditions, restrictions, reservations and other matters of record; real estate taxes and assessments, both general and special, not yet due and payable; matters of survey; and zoning, building and similar laws, ordinances and regulations and

EXCEPT that this Deed is not intended to transfer any rights that the GRANTOR has received back from the GRANTEE pursuant to the terms of an Easement Agreement of approximately even date herewith. The terms of such Easement Agreement shall not be considered merged into the terms hereof.

PERMANENT TAX PARCEL INDEX NUMBER: 28-29-300-033; part of 28-29-300-034

COMMON STREET ADDRESS: 8.3 acres located at the northeast corner of 175th Street and Ridgeland Avenue, Tinley Park, Illinois

IN WITNESS WHEREOF, I have hereunto set my hand, the 4th day of February, 2017.

PANDUIT CORP, a Delaware corporation

By ________________________________

Michael G. Kenny, Chief Financial Officer
QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that PANDUIT CORP, a Delaware
corporation, successor by merger to Panduit Corp of Illinois, the GRANTOR, with an address of
18900 Panduit Drive, Tinley Park, Illinois 60487, for the consideration of Ten Dollars ($10.00)
and other good and valuable consideration, VILLAGE OF TINLEY PARK, an Illinois municipal
corporation, with an address of 16250 South Oak Park Avenue, Tinley Park, Illinois 60477, the
GRANTEE, does by these presents absolutely give, grant, remise, release and forever QUIT-
CLAIM unto the said GRANTEE, its successors and assigns forever, all such right and title as
GRANTOR may have in and to the real property situated in the Village of Tinley Park, County
of Cook, State of Illinois, as more particularly described on Exhibit “A” attached hereto and
incorporated herein (the “Property”)

subject to easements, covenants, conditions, restrictions, reservations and other matters of
record; real estate taxes and assessments, both general and special, not yet due and payable;
matters of survey; and zoning, building and similar laws, ordinances and regulations and

EXCEPT that this Deed is not intended to transfer any rights that the GRANTOR has
received back from the GRANTEE pursuant to the terms of an Easement Agreement of
approximately even date herewith. The terms of such Easement Agreement shall not be
considered merged into the terms hereof.

PERMANENT TAX PARCEL
INDEX NUMBER: 28-29-300-033; part of 28-29-300-034

COMMON STREET ADDRESS: 8.3 acres located at the northeast corner of
175th Street and Ridgeland Avenue, Tinley Park, Illinois

IN WITNESS WHEREOF, I have hereunto set my hand, the 22nd
day of February, 2017.

PANDUIT CORP, a Delaware corporation

By: [Signature]
Michael G. Kenny, Chief Financial Officer

131618807v3 0785983
STATE OF ILLINOIS

COUNTY OF COOK

BEFORE ME, a Notary Public, in and for said county and state, personally appeared the above-named PANDUIT CORP., a Delaware corporation, by Michael G. Kenny, its Chief Financial Officer, who acknowledged that he did sign the foregoing instrument on behalf of said company and that the same is his free act and deed, both individually and on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this 24 day of February, 2017.

Catherine A Donegan
NOTARY PUBLIC

My Commission Expires: 5-27-18

After Recording return to:

Patrick G. Connelly
Peterson Johnson & Murray, Chicago-LLC
200 West Adams Street
Suite 2125
Chicago, Illinois 60606

Mail Subsequent Tax Bills to:

Village of Tinley Park
David Neimeyer
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

Return To:
Wheatland Title Guaranty
105 W. Veterans Parkway, Yorkville, IL 60560
EXHIBIT “A”

LEGAL DESCRIPTION

THE NORTH 670.00 FEET OF THE SOUTH 703.00 FEET OF THE EAST 540.00 FEET OF
THE WEST 590.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF
SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX PARCEL INDEX NUMBER: 28-29-300-033; part of 28-29-300-034

COMMON STREET ADDRESS:  8.3 acres located at the northeast corner of 175th Street and
Ridgeland Avenue, Tinley Park, Illinois
Exhibit "C-1"

Escrow Instructions

[To Be Attached]
EASEMENT AGREEMENT

This Easement Agreement ("Easement Agreement") is made and entered into as of the day of February, 2017 by and between the VILLAGE OF TINLEY PARK, an Illinois municipal corporation ("Grantor") and PANDUIT CORP., a Delaware corporation, successor by merger to Panduit Corp. of Illinois ("Grantee").

RECITALS:

A. Grantor is the owner of certain real estate located in the Village of Tinley Park, Cook County, Illinois more specifically described on Exhibit "A" attached hereto and incorporated herein by reference (the "Grantor Property").

B. Grantee is the owner of certain real estate located immediately adjacent to the Grantor Property and more specifically described on Exhibit "B" attached hereto and incorporated herein by reference (the "Grantee Property"), a portion of which Grantee uses for commercial industrial purposes and a portion of which is expected to be redeveloped for purposes yet to be determined.

C. Grantor and Grantee entered into a Donation Agreement dated as of December 20, 2016 (the "Donation Agreement"), whereby, among other things, Grantee agreed to donate the Grantor Property to Grantee so long as Grantee could continue to utilize the storm water detention facilities on the Grantor Property for storm water drainage and detention from the Grantee Property as the same may be redeveloped from time to time and Grantor agreed to grant to Grantee certain easements over the Grantor Property for purposes of accessing and utilizing the storm water detention basins and related systems for drainage of storm water from the Grantor Property.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants, promises and agreements herein contained, Grantor and Grantee hereby agree as follows:

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EASEMENT AGREEMENT

This Easement Agreement ("Easement Agreement") is made and entered into as of the day of February, 2017 by and between the VILLAGE OF TINLEY PARK, an Illinois municipal corporation ("Grantor") and PANDUIT CORP., a Delaware corporation, successor by merger to Panduit Corp. of Illinois ("Grantee").

RECITALS:

A. Grantor is the owner of certain real estate located in the Village of Tinley Park, Cook County, Illinois more specifically described on Exhibit "A" attached hereto and incorporated herein by reference (the "Grantor Property").

B. Grantee is the owner of certain real estate located immediately adjacent to the Grantor Property and more specifically described on Exhibit "B" attached hereto and incorporated herein by reference (the "Grantee Property"), a portion of which Grantee uses for commercial industrial purposes and a portion of which is expected to be redeveloped for purposes yet to be determined.

C. Grantor and Grantee entered into a Donation Agreement dated as of December 20, 2016 (the "Donation Agreement"), whereby, among other things, Grantee agreed to donate the Grantor Property to Grantor so long as Grantee could continue to utilize the storm water detention facilities on the Grantor Property for storm water drainage and detention from the Grantee Property as the same may be redeveloped from time to time and Grantor agreed to grant to Grantee certain easements over the Grantor Property for purposes of accessing and utilizing the storm water detention basins and related systems for drainage of storm water from the Grantor Property.

NOW THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants, promises and agreements herein contained, Grantor and Grantee hereby agree as follows:
1. **Grant of Construction Easement.** Grantor hereby grants, bargains, sells, conveys and releases to Grantee, for the benefit of the Grantor Property and Grantee’s successors and assigns, a non-exclusive temporary construction easement over, under across and upon the Grantor Property (the “Construction Easement”) to construct, install, maintain and replace from time to time installation of additional pipes, valves pumps and other equipment, if any, as Grantee may determine to be necessary or desirable from time to time to provide access to and utilization of Grantor Property by Grantee Property of the storm water detention basins and all related systems, including, without limitation, drainage pipes, lines and related improvements (collectively, the “Detention Systems”) currently existing or constructed from time to time by Grantor on Grantor’s Property, for storm water drainage and detention. Grantee shall submit all plans for any connections to the pond to the Grantor for approval, which shall not be unreasonably withheld.

2. **Grantor Covenants.** Grantor covenants, represents and agrees that all work necessary to complete the construction of the Detention Systems will be performed and completed at Grantor’s sole cost and expense in a good and workmanlike manner, free of mechanic’s liens and in compliance with all applicable laws, ordinances, rules and regulations; that all such work shall be performed with diligence and dispatch to completion and Grantor represents Grantor has obtained all necessary governmental approvals and permits relating to construction of the Detention Systems on the Grantor Property. In the construction of the Detention Systems Grantor shall repair and replace any pipes valves or other equipment of Grantee which provide for access to the existing detention facilities with the intent that Grantee shall not need to perform any work for initial access and utilization of the Detention Systems. Any work performed by Grantor shall be performed in such a manner that Grantee may continually use the water detention facilities on the Grantor Parcel or Grantor shall make available adequate alternate storm water detention.

3. **Grant of Storm Water Maintenance Easement.** Grantor hereby grants, bargains sells, conveys and releases to Grantee, for the benefit of the Grantor Property and Grantee’s successors and assigns: (1) a permanent, non-exclusive easement over, under across and upon the Grantor Property for purposes of utilizing, and maintaining (if the Grantor is not), the regional storm water management facility including channeling, transporting and discharging storm water to, through and from the regional storm water management facility (the “Storm Water Easement”).

4. **Maintenance.** Grantor covenants and agrees with Grantee to maintain the Detention Systems in good, clean, safe and working condition in accordance with sound construction and engineering standards and practices and all applicable laws.

5. **Use for Regional Storm Water Management Facility; No Inconsistent Use.** Grantor covenants that the Grantor Parcel shall be used for a regional storm water management facility (the “Primary Use”) and that no use shall be made of the Grantor Parcel, which shall impair the Primary Use in any material manner. No special charges shall be assessed by Grantor to Grantee Parcel due to access and utilization of the Easements granted pursuant to this Agreement.
6. **Term Of Easements.** The easements granted herein shall commence as of the date hereof continue for so long as such easements are necessary for access and use of the Detention Systems on the Grantor Property.

7. **Notices.** All notices herein authorized or required to be given to Grantor shall be sent certified mail, registered mail or overnight express, postage prepaid, to Grantor at:

Village of Tinley Park  
David G. Seaman  
16250 S. Oak Park Avenue  
Tinley Park, Illinois 60477  

With a copy to:

Patrick G. Connelly  
Peterson Johnson & Murray, Chicago-LLC  
200 West Adams Street  
Suite 2125  
Chicago, Illinois 60606

or to such other address as Grantor may from time to time designate in accordance with this paragraph. All notices herein authorized or required to be given to Grantee shall be sent by certified mail, registered mail or overnight express, postage prepaid, to the Grantee at:

Panduit Corp.  
18900 Panduit Drive  
Tinley Park, Illinois 60487  
Attn: Michael G. Kenny, CFO

With a copy to:

Dean E. Parker  
Hinshaw & Culbertson LLP  
222 N. LaSalle Street  
Suite 300  
Chicago, Illinois 60601-1081

or to such other address as Grantee may from time to time designate in accordance with this paragraph.

8. **Entire Agreement.** This Easement Agreement together with the Exhibits attached hereto and the Donation Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understanding are superseded hereby.
9. **Successors And Assigns.** The parties hereto agree that the easements contained in this Easement Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto, their respective successors and/or assigns.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Easement Agreement as of the day and year first above written.

GRANTOR:

VILLAGE OF TINLEY PARK
an Illinois municipal corporation

By: __________________________
Print Name: David Neimeyer
Title: Village Manager

GRANTEE:

PANDUIT CORP., a Delaware corporation

By: __________________________
Print: Michael G. Kenny
Its: Chief Financial Officer
STATE OF ILLINOIS  )
  ) SS
COUNTY OF COOK  )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named VILLAGE OF TINLEY PARK, an Illinois municipal corporation, by David Neimeyer, Village Manager who acknowledged that he did sign the foregoing instrument on behalf of said municipality, and that the same is his free act and deed and the free act and deed of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at____________________, __________________, this 21st day of February, 2017.

Notary Public
My Commission Expires:____________________

STATE OF ILLINOIS  )
  ) SS
COUNTY OF COOK  )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named PANDUIT CORP., a Delaware corporation, by Michael G. Kenny, its Chief Financial Officer who acknowledged that he did sign the foregoing instrument on behalf of said corporation, and that the same is his free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Tinley Park, Illinois, this 21st day of February, 2017.

OFFICIAL SEAL
CATHERINE A DONEGAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05/27/18

Notary Public
My Commission Expires: 5-27-2018
IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Easement Agreement as of the day and year first above written.

GRANTOR:

VILLAGE OF TINLEY PARK
an Illinois municipal corporation

By: [Signature]
Print Name: David Niemeyer
Title: Village Manager

GRANTEE:

PANDUIT CORP., a Delaware corporation

By: [Signature]
Print: Michael G. Kenny
Its: Chief Financial Officer
STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named VILLAGE OF TINLEY PARK, an Illinois municipal corporation, by David Niemeyer, its Village Manager who acknowledged that he did sign the foregoing instrument on behalf of said municipality, and that the same is his free act and deed and the free act and deed of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Village Hall, Tinley Park, this 16th day of February, 2017.

Notary Public
My Commission Expires: 11/19/18

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named PANDUIT CORP., a Delaware corporation, by Michael G. Kenny, its Chief Financial Officer who acknowledged that he did sign the foregoing instrument on behalf of said corporation, and that the same is his free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at __________________________________, this 16th day of February, 2017

Notary Public
My Commission Expires: __________________________________
EXHIBIT “A”

LEGAL DESCRIPTION OF GRANTOR PROPERTY

THE NORTH 670.00 FEET OF THE SOUTH 703.00 FEET OF THE EAST 540.00 FEET OF
THE WEST 590.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF
SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Tax PIN: 28-29-300-033; part of 28-29-300-034

Common Address: 8.3 acres located at the northeast corner of 175th Street and Ridgeland
Avenue, Tinley Park, Illinois
EXHIBIT “B”

LEGAL DESCRIPTION OF GRANTEE PROPERTY

PERMANENT TAX NUMBER 28-29-300-030

THAT PART OF THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTHERLY OF THE SOUTHEASTERLY LINE OF OAK FOREST AVE., AND LYING EAST OF A LINE SIX HUNDRED FIFTY (650) FEET EAST OF (BY RECTANGULAR MEASUREMENT) AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (1/4), AND LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING SIXTY (60) FEET SOUTHEASTERLY (BY RECTANGULAR MEASUREMENT), OF THE SOUTHEASTERLY LINE OF THE ONE HUNDRED (100) FOOT WIDE RIGHT-OF-WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY), WITH THE EAST LINE OF RIDDLELAND AVENUE (SAID EAST LINE BEING FIFTY (50) FEET EAST (BY RECTANGULAR MEASUREMENT) OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDDLELAND AVENUE A DISTANCE OF 975.8 FEET THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF SIX HUNDRED (600) FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE AND PARALLEL WITH THE EAST LINE OF RIDDLELAND AVENUE A DISTANCE OF 617.8 FEET TO THE POINT OF BEGINNING OF THE LINE HERIN BEING DESCRIBED; SAID LINE RUNNING THENCE EAST IN A LINE PERPENDICULAR, TO THE LAST DESCRIBED LINE A DISTANCE OF 685.35 FEET TO THE EAST LINE OF THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 29, SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS.

PERMANENT TAX NUMBER: 28-29-300-32, part of 28-29-300-034, AND 28-19-300-031

THE SOUTH FIVE HUNDRED THIRTY-THREE (533) FEET OF THE WEST ONE-HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT OF LAND THE WEST FIFTY (50) FEET THEREOF.) SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS.

AND

A PARCEL OF LAND IN THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING SIXTY (60) FEET SOUTHEASTERLY (BY RECTANGULAR
MEASUREMENT) OF THE SOUTHEASTERLY LINE OF THE ONE HUNDRED (100) FOOT WIDE RIGHT-OF-WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING FIFTY (50) FEET EAST (BY Rectangular Measurement) OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE A DISTANCE OF 975.8 FEET TO THE PLACE OF BEGINNING; THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF SIX HUNDRED (600) FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE AND PARALLEL WITH THE EAST LINE OF RIDGELAND AVENUE A DISTANCE OF 617.8 FEET; THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 685.35 FEET TO THE EAST LINE OF THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 29; THENCE SOUTH ALONG SAID EAST LINE OF WEST HALF (1/2) OF SOUTHWEST QUARTER (1/4) OF SAID SECTION 1235.85 FEET MORE OR LESS, TO A POINT IN THE NORTH LINE OF THE SOUTH FIVE HUNDRED THIRTY-THREE (533) FEET OF SAID WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 29; THENCE WEST 1285.54 FEET ALONG SAID NORTH LINE OF THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 29 TO THE EAST LINE OF RIDGELAND AVENUE; THENCE NORTH ALONG THE EAST LINE OF RIDGELAND AVENUE 618.5 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND IN THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING SIXTY (60) FEET SOUTHEASTERLY (BY Rectangular Measurement) OF THE SOUTHEASTERLY LINE OF THE ONE HUNDRED (100) FOOT WIDE RIGHT-OF-WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING FIFTY (50) FEET EAST (BY Rectangular Measurement) OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE A DISTANCE OF 758.00 FEET TO THE PLACE OF BEGINNING; THENCE IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF SIX HUNDRED (600) FEET; THENCE SOUTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE AND PARALLEL WITH THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 217.80 FEET; THENCE WEST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 600.00 FEET TO THE EAST LINE OF RIDGELAND AVENUE; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED LINE AND ALONG THE EAST LINE OF RIDGELAND AVENUE A DISTANCE OF 217.80 FEET TO THE PLACE OF BEGINNING.

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (1/4) OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING SIXTY (60) FEET SOUTHEASTERLY (BY RECTANGULAR MEASUREMENT) OF THE SOUTHEASTERLY LINE OF THE ONE HUNDRED (100) FOOT WIDE RIGHT-OF-WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING FIFTY (50) FEET EAST (BY RECTANGULAR MEASUREMENT) OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 358 FEET TO THE PLACE OF BEGINNING;
THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 600.00 FEET; THENCE SOUTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE AND PARALLEL WITH THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 400.00 FEET; THENCE WEST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 600.00 FEET TO THE EAST LINE OF RIDGELAND AVENUE; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED LINE AND ALONG THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS.

EXCEPT:

THE NORTH 670.00 FEET OF THE SOUTH 703.00 FEET OF THE EAST 540.00 FEET OF THE WEST 590.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Addresses: 17301 Ridgeland Avenue, Tinley Park, IL 60477
6200 175th Street, Tinley Park, IL 60477
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Agreement (this "Agreement") is effective as of the 14th day of February, 2017 ("Effective Date"), by and between PANDUIT CORP. a Delaware Corporation, successor-in-interest by merger to Panduit Corp. of Illinois ("Grantor") and THE VILLAGE OF TINLEY PARK, an Illinois municipal corporation ("Grantee"). Grantor and Grantee are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Grantor is the owner of record of certain real property located in the Village of Tinley Park, Cook County, Illinois and legally described on the attached and incorporated Exhibit A ("Grantor’s Property"); and

WHEREAS, Grantee is the owner of adjacent property and is improving the property by constructing a Regional Detention Pond (the "Pond") to benefit the Village of Tinley Park and Grantor’s Property; and

WHEREAS, to construct the Pond, Grantee needs a temporary construction easement on Grantor’s Property to temporarily locate equipment and;

NOW, THEREFORE, the Grantor and Grantee covenant and agree as follows:

1. INCORPORATION OF RECITALS. The above recitals are hereby incorporated by reference as if set forth fully herein.
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Agreement (this “Agreement”) is effective as of the day of February, 2017 (“Effective Date”), by and between PANDUIT CORP., a Delaware Corporation, successor-in-interest by merger to Panduit Corp. of Illinois (“Grantor”) and THE VILLAGE OF TINLEY PARK, an Illinois municipal corporation (“Grantee”). Grantor and Grantee are sometimes referred to in this Agreement individually as “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Grantor is the owner of record of certain real property located in the Village of Tinley Park, Cook County, Illinois and legally described on the attached and incorporated Exhibit A (“Grantor’s Property”); and

WHEREAS, Grantee is the owner of adjacent property and is improving the property by constructing a Regional Detention Pond (the “Pond”) to benefit the Village of Tinley Park and Grantor’s Property; and

WHEREAS, to construct the Pond, Grantee needs a temporary construction easement on Grantor’s Property to temporarily locate equipment and;

NOW, THEREFORE, the Grantor and Grantee covenant and agree as follows:

1. INCORPORATION OF RECITALS. The above recitals are hereby incorporated by reference as if set forth fully herein.
2. **GRANT OF EASEMENT.** Grantor, for themselves and for their successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, the following:

2.1 **Temporary Construction Easement.** A temporary, non-exclusive easement over, under, in, along, across and upon the portion of Grantor’s Property described on the attached and incorporated Exhibit B (“Construction Easement Area”). Grantee may use the Construction Easement Area for the purposes of constructing and installing the Pond and other work necessary and incident to the construction and installation of the Pond, including but not limited to the right to conduct studies, tests, examinations and surveys; the right to temporarily place and store equipment, vehicles and materials, and to erect temporary structures; the right to trim, cut, and remove all trees, structures, and any other obstruction or obstacles. Except as in cases of emergencies, Grantee’s access to the Construction Easement Area shall be restricted to normal business hours.

Grantee’s rights in the Easement Areas described above include the right to have Grantee’s contractors and subcontractors upon the Easement Areas for the purposes described above.

3. **TERM OF EASEMENTS.**

3.1 **Temporary Construction Easement.** The Temporary Construction Easement shall commence on the Effective Date of this Agreement and shall automatically terminate and expire upon the later of: (i) the date construction of the Pond is completed, or (ii) twenty-four (24) months after the effective date of this Agreement. Upon the expiration of the term of the Temporary Construction Easement, all of the rights and benefits of Grantee in, to and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

4. **RESTORATION.** In the event the surface, utilities or any above ground improvements of any Construction Easement Area is disturbed by Grantee’s exercise of any of its easement rights under this Agreement, such area shall be restored, as reasonably as practical, to the condition in which it existed at the commencement of such activities. In addition, Grantee shall keep all storm drains on the Construction Easement Area open and operational during any construction activity.

5. **INDEMNIFICATION.** Grantee does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from and against any and all claims, causes of action, liability, loss, damage, costs and expenses (including reasonable attorneys’ fees) for damage to property or persons whatsoever, and from any contractor’s liens, arising from or caused by Grantee’s exercise of any of Grantee’s rights under this Agreement. Nothing contained herein shall be interpreted to waive any statutory or common law grant of privilege of immunity that Grantee may have with respect to a third party. Grantee will require that any contractor of Grantee working on site will carry reasonable and customary liability insurance protecting Grantor and Grantee with respect
to damage to persons or property in connection with the Contractor’s work, which insurance shall be primary.

6. **COMPLIANCE WITH LAWS.** Grantee shall construct and install the Detention Pond in a workmanlike manner and in compliance with applicable laws, statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulation are amended from time to time.

7. **COVENANTS RUNNING WITH THE LAND.** The Parties agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns.

8. **AUTHORIZED REPRESENTATIVE.** Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

9. **NOTICES.** Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be deemed adequately given only if (i) sent by personal delivery, (ii) by Federal Express or other overnight messenger service, (iii) first class registered or certified mail, postage prepaid, return receipt requested or (iv) by electronic mail, and addressed to the party for whom such notices are intended, addressed in each case as follows:

10. All notices to Grantor shall be sent to:

    Panduit Corp.
    18900 Panduit Drive
    Tinley Park, Illinois 60487
    Attn: Michael G. Kenny, CFO

    With a copy to:

    Dean E. Parker
    Hinshaw & Culbertson LLP
    222 N. LaSalle Street
    Suite 300
    Chicago, Illinois 60601-1081

    All notices to Grantee shall be sent to:

    Village of Tinley Park
David G. Seaman
16250 S. Oak Park Avenue
Tinley Park, Illinois 60477

With a copy to:

Patrick G. Connelly
Peterson Johnson & Murray, Chicago-LLC
200 West Adams Street
Suite 2125

11. ASSIGNMENT. Grantee may not assign their rights hereunder without the prior written consent of Grantor.

12. ENTIRE AGREEMENT; AMENDMENT. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the parties hereto. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and the parties acknowledge and understand that, upon completion, any and all such Schedules and Exhibits shall be deemed to be made a part collectively hereof.

13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws provisions. If legal action, arbitration or other proceeding is brought to enforce or to resolve any dispute arising under this Agreement, the prevailing Party shall be entitled to recover reasonable Attorneys' fees and other costs incurred in such proceeding, in addition to any other relief to which it may be entitled.

14. SEVERABILITY. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument. Facsimile and electronic mail signatures shall be treated as original signatures of the parties for the purposes hereto.

16. ELECTRONIC/FAX SIGNATURES. Unless required otherwise elsewhere in this Agreement, any signed document transmitted electronically or by facsimile (fax) machine shall be treated in all manner and respect as an original document and the signature of any party hereto upon a document transmitted electronically or by fax machine shall be considered an original signature.
IN WITNESS WHEREOF, the undersigned have duly executed this Agreement by persons legally entitled to do so as of the day and year first set forth above.

[SIGNATURES ON FOLLOWING PAGE]

GRANTOR:

PANDUIT CORP., a Delaware corporation

By:  

Print: Michael G. Kenny
Its: Chief Financial Officer

STATE OF ILLINOIS )  SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this 29 day of January, 2017

Notary Public

Printed Name of Notary

My Commission Expires: 5-27-2018
GRANTEE:

VILLAGE OF TINLEY PARK, an Illinois municipal corporation

By: [Signature]
Print: David Neimeyer
Its: Village Manager

STATE OF ILLINOIS )
 ) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that David Neimeyer, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this 16th day of February, 2017

[Signature]
Notary Public

[Signature]
Printed Name of Notary

My Commission Expires: 11/19/18
EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTEE PROPERTY

PERMANENT TAX NUMBER 28-29-300-030

THAT PART OF THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTHERLY OF THE SOUTHEASTERLY LINE OF OAK FOREST AVE., AND LYING EAST OF A LINE SIX HUNDRED FIFTY (650) FEET EAST OF (BY RECTANGULAR MEASUREMENT) AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (1/4), AND LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING SIXTY (60) FEET SOUTHEASTERLY (BY RECTANGULAR MEASUREMENT), OF THE SOUTHEASTERLY LINE OF THE ONE HUNDRED (100) FOOT WIDE RIGHT-OF-WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY), WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING FIFTY (50) FEET EAST (BY RECTANGULAR MEASUREMENT) OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE A DISTANCE OF 975.8 FEET THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF SIX HUNDRED (600) FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE AND PARALLEL WITH THE EAST LINE OF RIDGELAND AVENUE A DISTANCE OF 617.8 FEET TO THE POINT OF BEGINNING OF THE LINE HEREBIN BEING DESCRIBED; SAID LINE RUNNING THENCE EAST IN A LINE PERPENDICULAR, TO THE LAST DESCRIBED LINE A DISTANCE OF 685.35 FEET TO THE EAST LINE OF THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 29, SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS.

PERMANENT TAX NUMBER: 28-29-300-32, part of 28-29-300-034, AND 28-19-300-031

THE SOUTH FIVE HUNDRED THIRTY-THREE (533) FEET OF THE WEST ONE-HALF (1/2) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT OF LAND THE WEST FIFTY (50) FEET THEREOF.) SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS.

AND

A PARCEL OF LAND IN THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE
SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING SIXTY (60) FEET SOUTHEASTERLY (BY RECTANGULAR MEASUREMENT) OF THE SOUTHEASTERLY LINE OF THE ONE HUNDRED (100) FOOT WIDE RIGHT-OF-WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING FIFTY (50) FEET EAST (BY RECTANGULAR MEASUREMENT) OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE A DISTANCE OF 975.8 FEET TO THE PLACE OF BEGINNING; THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF SIX HUNDRED (600) FEET; THENCE NORTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE AND PARALLEL WITH THE EAST LINE OF RIDGELAND AVENUE A DISTANCE OF 617.8 FEET; THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 685.35 FEET TO THE EAST LINE OF THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SAID SECTION 29; THENCE SOUTH ALONG SAID EAST LINE OF WEST HALF (1/2) OF SOUTHWEST QUARTER (1/4) OF SAID SECTION 1235.85 FEET MORE OR LESS, TO A POINT IN THE NORTH LINE OF THE SOUTH FIVE HUNDRED THIRTY-THREE (533) FEET OF SAID WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 29; THENCE WEST 1285.54 FEET ALONG SAID NORTH LINE OF THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 29 TO THE EAST LINE OF RIDGELAND AVENUE; THENCE NORTH ALONG THE EAST LINE OF RIDGELAND AVENUE 618.5 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND IN THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING SIXTY (60) FEET SOUTHEASTERLY (BY RECTANGULAR MEASUREMENT) OF THE SOUTHEASTERLY LINE OF THE ONE HUNDRED (100) FOOT WIDE RIGHT-OF-WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING FIFTY (50) FEET EAST (BY RECTANGULAR MEASUREMENT) OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE A DISTANCE OF 758.00 FEET TO THE PLACE OF BEGINNING; THENCE IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF SIX HUNDRED (600) FEET; THENCE SOUTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE AND PARALLEL WITH THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 217.80 FEET; THENCE WEST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF
600.00 FEET TO THE EAST LINE OF RIDGELAND AVENUE; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED LINE AND ALONG THE EAST LINE OF RIDGELAND AVENUE A DISTANCE OF 217.80 FEET TO THE PLACE OF BEGINNING.

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (1/4) OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF SOUTH OAK FOREST AVENUE (SAID SOUTHEASTERLY LINE BEING SIXTY (60) FEET SOUTHEASTERLY (BY RECTANGULAR MEASUREMENT) OF THE SOUTHEASTERLY LINE OF THE ONE HUNDRED (100) FOOT WIDE RIGHT-OF-WAY OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY COMPANY) WITH THE EAST LINE OF RIDGELAND AVENUE (SAID EAST LINE BEING FIFTY (50) FEET EAST (BY RECTANGULAR MEASUREMENT) OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (1/4); THENCE SOUTH ALONG THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 358 FEET TO THE PLACE OF BEGINNING; THENCE EAST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 600.00 FEET; THENCE SOUTH IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE AND PARALLEL WITH THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 400.00 FEET; THENCE WEST IN A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 600.00 FEET TO THE EAST LINE OF RIDGELAND AVENUE; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED LINE AND ALONG THE EAST LINE OF RIDGELAND AVENUE, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING, SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS.

EXCEPT:

THE NORTH 670.00 FEET OF THE SOUTH 703.00 FEET OF THE EAST 540.00 FEET OF THE WEST 590.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Addresses: 17301 Ridgeland Avenue, Tinley Park, IL 60477
6200 175th Street, Tinley Park, IL 60477
EXHIBIT "B"
LEGAL DESCRIPTION FOR PROPOSED DETENTION PARCEL

The north 670.00 feet of the south 703.00 feet of the east 540.00 feet of the west 590.00 feet of the Southwest Quarter of Section 29, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Containing 8.306 Acres

Port of PINS:
28-29-300-033
28-29-300-034

SCALE 1" = 150'

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AND PROFESSIONAL LAND SURVEYORS
17900 SOUTH PARK AVENUE SOUTH HOLLAND, ILLINOIS 60473
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2016-10-14
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