

## GENERAL RELEASE AND COMPENSATION AGREEMENT

This General Release and Compensation Agreement (“Agreement”) is entered into this 16th day of November, 2016, by and between WHEATON OAKS OFFICE PARTNERS LIMITED PARTNERSHIP (“Wheaton Oaks”) and the WHEATON PARK DISTRICT (the “District”) (collectively the “Parties”).

### RECITALS

**WHEREAS**, the District is the owner of certain real property commonly referred to as Elliot Lake, located at the intersection of Gary Avenue and Prairie Avenue, Wheaton, Illinois (“Elliot Lake”).

**WHEREAS**, Wheaton Oaks is the owner of certain real property immediately adjacent to Elliot Lake, legally described and attached hereto as Exhibit 1 (the “Easement Property”).

**WHEREAS**, in order for the District to make certain improvements to Elliot Lake (the “Project”), Wheaton Oaks and the District entered into a Temporary Construction Access and Staging Easement Agreement dated July 16, 2014 (the “Easement Agreement”).

**WHEREAS**, the Easement Agreement allowed the District access to the Easement Property in exchange for, *inter alia*, restoration of the Easement Property “at least to the condition existing immediately prior to the commencement of the work unless and to the extent such duty of restoration is waived” (the “Restoration”).

**WHEREAS**, the District finished the work on the Project and no longer has the need to utilize the Easement Property.

**IN CONSIDERATION OF THESE RECITALS**, and other good and valuable consideration, the adequacy and receipt of which is hereby expressly acknowledged, the Parties agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Restoration and Payment**. Concurrent with the execution of this Agreement, the District will pay Wheaton Oaks Twenty-Five Thousand Eight Hundred Dollars (\$25,800.00) as full compensation for any Restoration needed of the Easement Property. It is further agreed that this payment will completely fulfill the District’s obligations under the Easement Agreement and that no other work or payment is required to fulfill those obligations.
3. **Wheaton Oaks Release**. In exchange for the consideration provided herein, Wheaton Oaks, for itself and its successors and assigns, hereby releases and forever discharges the District and its successors, assigns, subsidiaries, board members, officers, directors, administrators, principals, employees, agents, attorneys and representatives from any and all claims, demands, causes of action, losses, liabilities and damages of any and every nature whatsoever, including attorney’s fees, court costs and expenses, whether in contract or tort, statutory or otherwise, known or unknown, which arise out of or in any way relate to the Easement Agreement or the requirement for Restoration thereunder.
4. **Authority to Execute**. Each of the undersigned signatories represents in his/her individual capacity that he or she has the power and authority to execute this Agreement on behalf of the party represented.

5. **Understanding of Agreement and Advice of Counsel.** The Parties represent and acknowledge that they each has had an opportunity to calculate the costs of Restoration and understand their right to discuss any and all aspects of this Agreement with their legal counsel, and, to the extent they desire to do so, have availed themselves of that right. The Parties represent and acknowledge that they have carefully read and fully understand all provisions of this Agreement; that they voluntarily enter into this Agreement based upon their own investigation of the costs involved with the Restoration.

6. **Choice of Law; Venue.** This Agreement shall be governed by, subject to, and construed in accordance with, the laws of the State of Illinois without regard to conflict of law principles. Venue for any action arising out of the terms of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

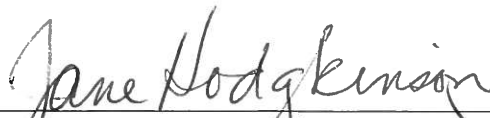
7. **Miscellaneous Provisions.**

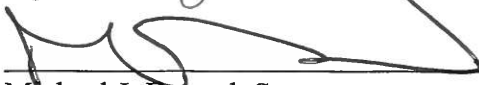
- a. This Agreement shall bind and inure to the benefit of the Parties and their heirs, legal representatives, successors and assigns.
- b. The provisions of this Agreement are severable, and no provision shall be affected by the invalidity of any other provision.
- c. This Agreement may only be amended by a writing executed by both of the Parties subsequent to the date hereof and authorized by the Parties' respective governing boards or its governing partners.

8. **Integration.** This Agreement contains the entire agreement between the Parties hereto and supersedes any prior oral or written agreement between the Parties, including the Easement Agreement. This Agreement is contractual and not merely a recital. This Agreement has been jointly drafted by the Parties, and in the event any court determines any provision of this Agreement to be ambiguous, the ambiguity shall not be construed against any of the Parties.

9. **Execution in Counterparts.** This Agreement may be executed in counterparts and by facsimile, electronic or e-mail signature, each of which shall be deemed binding and all of which together shall constitute one original.

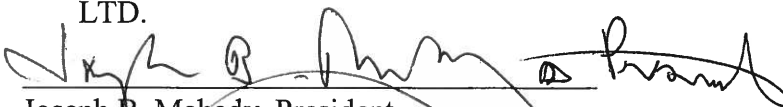
WHEATON PARK DISTRICT

  
\_\_\_\_\_  
Jane Hodgkinson, President

Attest:   
\_\_\_\_\_  
Michael J. Benard, Secretary

WHEATON OAKS OFFICE PARTNERS  
LIMITED PARTNERSHIP

By: EXECLSIOR FINANCIAL SERVICES,  
LTD.

  
\_\_\_\_\_  
Joseph B. Mahady, President