



Office of the Chicago City
Clerk



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City Council Document Tracking Sheet

Meeting Date: 9/8/2011

Sponsor(s): Rahm Emanuel

Type: Ordinance

Title: Acquisition of property with Rosehill Cemetery and conveyance to Chicago Park District for public park and nature preserve

Committee(s) Assignment: Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 8, 2011

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing an acquisition of property within Rosehill Cemetery and subsequent conveyance to the Chicago Park District for a public park and nature preserve.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City Council finds that the establishment of additional public open space and public parks is essential to the general health, safety and welfare of the City; and

WHEREAS, the City Council, by ordinance adopted on June 23, 2004, and published in the Journal of Proceedings of the City Council for such date at pages 26978 through 26983 (the "2004 Ordinance"), has previously found that it is useful, necessary and desirable to acquire certain undeveloped real property located within Rosehill Cemetery (the "Rosehill Nature Area") in order to preserve such open space and the natural water features and forested area included therein as a nature preserve, public park and wildlife refuge, for the recreation, education and enjoyment of the general public (the "Project"); and

WHEREAS, pursuant to the 2004 Ordinance, the City filed that certain Case No. 05 L 050750 in the Circuit Court of Cook County (the "Condemnation Litigation") to acquire the Rosehill Nature Area from its current owner, SCI Illinois Services, Inc., an Illinois corporation (the "Cemetery Owner"), pursuant to the City's exercise of its power of eminent domain; and

WHEREAS, the City, acting by and through its Department of Housing and Economic Development (together with the predecessor departments thereto, "DHED") and the Cemetery Owner (the "Parties") have engaged in settlement discussions in an effort to reach a mutually beneficial agreement that will, among other things, enable the City to acquire the 20.585 acres of the Rosehill Nature Area legally described on Exhibit A to this ordinance (the "Property") and permit the Cemetery Owner to retain certain easement interests and use rights with respect to the Property and, in particular, the pond water located thereon; and

WHEREAS, the Parties have agreed to settle the Condemnation Litigation and have entered into the Agreed Order attached as Exhibit B to this ordinance (the "Agreed Order"), which the Corporation Counsel has executed pursuant to the authority granted under the 2004 Ordinance, but the effectiveness of which is, pursuant to Paragraph M thereof, subject to the approval of the City Council; and

WHEREAS, pursuant to and in implementation of the Agreed Order, and in order to arrange for the orderly transfer of the Property, to facilitate the construction of the Project,

to assure the Cemetery Owner continued access to and use of the pond water located on the Property, to establish certain setbacks around the perimeter of the Property, and to confirm certain other agreements between the Parties concerning the future development and cooperative use and operation of their respective properties, the Commissioner of DHED (the "Commissioner") and the Cemetery Owner have executed the Purchase and Sale Agreement attached as Exhibit C to the Agreed Order (the "Purchase and Sale Agreement"), which execution is, however, subject to ratification and approval of the City Council. The Purchase and Sale Agreement includes as (sub)exhibits the final form of the following documents to be executed and recorded by the Parties on the closing date specified in the Purchase and Sale Agreement: (a) the Fencing Easement Agreement attached as (sub)exhibit B; (b) the Setback Area Restrictive Covenants Agreement attached as (sub)exhibit C; and (c) the Water Facilities and Access Easement Agreement attached as (sub)exhibit D to the Purchase and Sale Agreement (the Purchase and Sale Agreement, such three additional agreements, all other exhibits to the Purchase and Sale Agreement and documents ancillary thereto, collectively, the "Transaction Documents"); and

WHEREAS, the City Council finds the settlement of the Condemnation Litigation in consideration of the City's payment to the Cemetery Owner of the sum of Seven Million Seven Hundred Fifty-Three Thousand and No/100 Dollars (\$7,753,000) (the "Purchase Price"), the acquisition of the Property for the Project, and the City's performance of its other agreements and obligations under the Agreed Order and Transaction Documents, all to be in the best interest of the City; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The foregoing recitals and findings are hereby adopted as the findings of the City Council and constitute a material part of this ordinance.

SECTION 2. The City Council authorizes the acquisition of the Property and the establishment of a nature preserve and public park thereon, in order to preserve the open spaces, natural water features, and forested areas located thereon as a nature preserve, public park, and wildlife refuge, and for the recreation, education and enjoyment of the general public.

SECTION 3. The City Council approves and ratifies the prior execution of the Agreed Order by the Corporation Counsel and the City's performance of its obligations under the Agreed Order. The City Council approves the payment of the Purchase Price as the monetary award due as just compensation under such Agreed Order which shall be paid from legally available funds of the City, which are hereby appropriated for such purpose.

SECTION 4. The City Council approves and ratifies the prior execution of the Purchase and Sale Agreement by the Commissioner, and the Commissioner's execution of the additional Transaction Documents, including the grants, reservations and imposition of the easements, setbacks, use rights, restrictive covenants and other rights and real property interests set forth therein, and the City's performance of its obligations under such Transaction Documents.

SECTION 5. The Commissioner is authorized to execute such documents as may be necessary to implement this ordinance and the terms and conditions of the Transaction Documents, subject to the review and approval of the Corporation Counsel. The Commissioner is further authorized and directed to take, in cooperation with the Chicago Park District, all actions necessary to develop the Project on the Property, including, without limitation, applying for, receiving and expending grants, subject to appropriation thereof, from the United States, the State of Illinois, units of local government (collectively, "Government Bodies") and private entities or individuals, and executing such intergovernmental agreements with the Chicago Park District and such other Government Bodies, and other agreements with private entities or individuals, as may be necessary or appropriate to arrange for the orderly transfer of ownership, development and operation of the Property to the Chicago Park District, subject to such retained obligations (including indemnification obligations) as the City may have under the Agreed Order and the Transaction, including, without limitation, amendments to the Transaction Documents reasonably necessary or appropriate to the transfer, development and operation of the Project, subject to the review and approval of the Corporation Counsel. The Commissioner is further authorized and directed to undertake studies, prepare surveys, hire consultants, enter into project agreements and rights of entry with contractors and subcontractors for the Project, and take any other actions necessary and desirable to acquire, develop and construct the Project. The City Council ratifies and affirms all actions of the Commissioner and Corporation Counsel to the date hereof previously taken in furtherance of the Project.

SECTION 6. Following the acquisition of the Property, the City, in cooperation with the Chicago Park District, shall establish the nature preserve and public park and carry out the Project and shall, by appropriate recorded restrictions, preserve it perpetually as a nature preserve, public park and public open space, so as to preserve, protect and enhance its natural features. The Property shall be conveyed to the Chicago Park District, which shall thereafter operate and maintain such Property in accordance with the requirements of the preceding sentence, and subject to the terms and conditions of the Agreed Order and the Transaction Documents, as applicable. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a deed or deeds conveying the Property to the Chicago Park District, subject to the approval of the Corporation Counsel, and such other Transaction Documents (or documents executed in furtherance of such Transaction Documents), as may be necessary to grant, reserve and impose the easement, setback, use rights, restrictive covenants and other rights and real

property interests provided for in such Transaction Documents, or otherwise execute and operate the Project.

SECTION 7. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 8. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict. This ordinance shall be construed consistently with, and in furtherance of the 2004 Ordinance, which shall remain in full force and effect, as supplemented hereby.

SECTION 9. This ordinance shall be effective upon its passage and approval.

Exhibit A

Legal Description of Property

[SEE ATTACHMENT]

EXHIBIT A

Legal Description of Nature Preserve Property

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 01° 43' 39" WEST, 710.00 FEET, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 88° 16' 21" EAST, 39.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88° 16' 21" EAST, 475.00 FEET; THENCE NORTH 66° 00' 00" EAST, 160.00 FEET; THENCE NORTH 00° 00' 00" EAST, 198.00 FEET; THENCE NORTH 66° 00' 00" WEST, 128.00 FEET; THENCE NORTH 00° 00' 00" EAST, 372.00 FEET; THENCE SOUTH 90° 00' 00" WEST, 132.00 FEET; THENCE NORTH 00° 00' 00" EAST, 122.00 FEET; THENCE NORTH 42° 00' 00" EAST, 92.00 FEET; THENCE NORTH 00° 00' 00" EAST, 332.00 FEET; THENCE NORTH 29° 00' 00" EAST, 217.00 FEET; THENCE NORTH 12° 00' 00" EAST, 112.00 FEET; THENCE NORTH 11° 00' 00" WEST, 116.00 FEET; THENCE NORTH 29° 14' 54" WEST, 103.34 FEET TO A POINT THAT IS 233.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 88° 12' 34" WEST, 530.29 FEET, PARALLEL WITH SAID NORTH LINE AFORESAID, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 233.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 01° 25' 13" WEST, 200.31 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE TO A BEND POINT, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 433.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 01° 43' 39" EAST, 1,511.07 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, CONTAINING 20.585 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY IS THE SAME PROPERTY AS (A) THE EXCEPTION PARCEL LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF SURVEY OF PART OF ROSEHILL CEMETERY PREPARED BY C3 CORPORATION (REV. 2, 09/5/11), (B) THE NATURE PRESERVE PROPERTY (a/k/a EXCEPTION TO ROSEHILL CEMETERY, PARK DISTRICT PARCEL) LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF ROSEHILL CEMETERY DETAIL B PREPARED BY C3 CORPORATION (REV. 2, 09/05/11) and (C) THE NATURE PRESERVE PROPERTY LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF NATURE PRESERVE PROPERTY, PERMANENT EASEMENT PARCEL, DRAINAGE EASEMENT AREA, SETBACK AREA, TEMPORARY FENCING ACCESS AREA, FENCING EASEMENT AREA AND FENCING BOUNDARIES PREPARED BY C3 CORPORATION (REV. 5, 09/06/11).

Exhibit B

Agreed Order

[SEE ATTACHMENT]

(The Above Space For Recorder's Use Only)

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - LAW DIVISION**

CITY OF CHICAGO, a municipal)
corporation,)

Plaintiff,)

v.)

SCI ILLINOIS SERVICES, INC., SUCCESSOR)
BY MERGER TO)
BLAKE-LAMB FUNERAL)
HOMES, INC., FORMERLY KNOWN AS)
ROSEHILL HOLDINGS, INC., ROSEHILL)
MEMORIAL, INC., AND ROSEHILL)
CEMETERY COMPANY;)
THE NORTHERN TRUST COMPANY; AND)
UNKNOWN OWNERS)

Defendants.)

CONDEMNATION

CASE NO.: 05 L 050750

Partial Taking
West Ridge Nature Preserve
Rosehill Cemetery

**AGREED JUDGMENT ORDER PURSUANT TO
STIPULATION**

THIS MATTER COMING ON TO BE HEARD upon the Complaint of the CITY OF CHICAGO, a municipal corporation and home rule unit of government, for the ascertainment of just compensation to be paid for the taking by said Plaintiff, for park and nature preserve purposes in its Complaint mentioned and set forth, of the property described on Exhibit A hereto consisting of 20.585 acres (the "Property"), being a portion of Rosehill Cemetery, the said Complaint to Condemn having been initially filed on August 11, 2005, and pursuant to negotiations, as amended hereby to reduce the area of the take from 50.33 acres to that property described on Exhibit A consisting of 20.585 acres, as provided hereinafter; and the Plaintiff, the CITY OF CHICAGO, a municipal corporation ("PLAINTIFF"), appearing by STEPHEN PATTON, Corporation Counsel and STEVEN J. HOLLER, Deputy Corporation Counsel and NEAL & LEROY, LLC and RICHARD F. FRIEDMAN, its Attorneys; Defendant, SCI

ILLINOIS SERVICES, INC., AS SUCCESSOR BY MERGER TO BLAKE-LAMB FUNERAL HOMES, INC., FORMERLY KNOWN AS ROSEHILL HOLDINGS, INC., ROSEHILL MEMORIAL, INC., AND ROSEHILL CEMETERY COMPANY ("DEFENDANT") appearing by its attorneys, RYAN AND RYAN and WILLIAM E. RYAN, ESQ. (The Plaintiff and Defendant are collectively referred to herein as the "Parties.")

The Court finds that process has been served on all Defendants to this proceeding as provided by statute or the Defendants have entered their appearances, and that the Court has sole jurisdiction of the subject matter of this proceeding and of all parties thereto; that the PLAINTIFF and DEFENDANT have waived the demand for trial by jury.

The Court has heard and considered the representation of PLAINTIFF's Counsel, and the Court finds, that this action to condemn the Property is consistent with the authority granted to the PLAINTIFF, pursuant to Article VII, Section 6, of the Constitution of the State of Illinois of 1970, and the City of Chicago ordinance authorizing the acquisition of such Property approved by the City Council on June 23, 2004, and the action taken by PLAINTIFF's Counsel complies with the "Eminent Domain Act" 735 ILCS Section 30/1-1-1 et seq.

The Court has heard and considered the representations of both PLAINTIFF and DEFENDANT pursuant to a stipulated agreement between the Parties, the terms of which are set forth in this Order and all of the exhibits attached hereto; and

The Parties representing to the Court that they are in agreement with the terms of this Agreed Judgment Order Pursuant to Stipulation;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

A. This Court finds that all persons named as parties defendant who have not filed appearances herein have been properly served. All such persons not appearing are hereby found to be in default and accordingly such persons have no interest in this judgment or the Award, as hereinafter defined.

B. Seven Million Seven Hundred Fifty Three Thousand and No/100 Dollars (\$7,753,000.00) (the "Monetary Award") together with the covenants and agreements made by the PLAINTIFF herein (the "Non-Monetary Award") are determined to be just compensation (the Monetary Award and Non-Monetary Award are referred to herein collectively as the "Award") and said Award is awarded to the owner or owners of and party or parties interested in said Property as full just compensation, and judgment is hereby entered for the Award. The Award is full and final compensation for all rights acquired by PLAINTIFF and all damages claimed or that may be claimed by the Defendants, including without limitation, attorneys' fees, court costs, damages to the remainder, relocation costs, and all costs and damages claimed to result from the injunction order entered March 10, 2006, as amended May 17, 2006.

C. The PLAINTIFF shall, within twenty (20) days of the entry of this Agreed Judgment Order Pursuant to Stipulation ("Order"), deposit the Monetary Award with the County Treasurer of Cook County, Illinois, for the benefit of the owner or owners of and parties interested in the Property. DEFENDANT waives all rights to interest on the Monetary Award provided it is deposited within twenty (20) days of the entry of this Order. If the PLAINTIFF fails to deposit the Monetary Award within twenty (20) days of the entry of this Order, the statutory 6% interest, pursuant to 735 ILCS 5/2-1303, shall accrue on the Monetary Award

beginning the date of this Order to the date the Monetary Award is deposited with the Cook County Treasurer. If PLAINTIFF does not deposit the Monetary Award within twenty (20) days of the entry of this Order, then this Order may be vacated by PLAINTIFF or DEFENDANT. Upon such vacation, the Parties shall be restored to their pre-Order positions with respect to Case No. 05 L 050750, including but not limited to DEFENDANT'S Traverse and Motion to Dismiss and DEFENDANT'S Request for Compensation, filed June 26, 2006 in response to the PLAINTIFF's Motion for Preliminary Injunction and the order entered July 10, 2006, finding that just compensation was due DEFENDANT for the temporary taking by PLAINTIFF.

D. Upon deposit, the County Treasurer shall invest the Monetary Award in an account with an institution approved by both Parties to draw interest subject to further order of this Court. Notwithstanding the foregoing, the Monetary Award shall not be disbursed to any person and neither title nor possession shall be transferred to the PLAINTIFF until the PLAINTIFF has obtained the approval of the City Council of the City of Chicago for the rezoning of the property described in Exhibit B hereto containing approximately 489,721 square feet of land (the "Senior Housing and Institutional Parcel") to a RM-5 zoning classification and Closing (as defined in Paragraph E below) occurs. Upon the final Closing under the Transaction Documents (as defined in Paragraph E below), all interest earned on the Monetary Award shall be paid to DEFENDANT, SCI Illinois Services, Inc. If such final Closing should not occur, the Monetary Award shall be refunded to PLAINTIFF, together with all interest earned thereon, as set forth below.

The PLAINTIFF acknowledges that its taking of the Property has required DEFENDANT, SCI Illinois Services, Inc. to revise its master plan for the entire Rosehill Cemetery to assure the cemetery's long-term economic viability and future development and to provide burial space and services for DEFENDANT'S clients' families. As part of such master planning efforts, the DEFENDANT has determined that the rezoning of the Senior Housing and Institutional Parcel to RM-5 (the "RM-5 Rezoning") is necessary to enable future development of such property with a minimum 2.0 floor area ratio ("FAR") and approximately 979,442 gross square feet of improvements subject to the other requirements of the RM-5 zoning, plus accessory parking, which would be excluded from the FAR (either surface, above ground garage or below ground garage) to the extent permitted under Section 17-17-0305 of the Municipal Code of the City of Chicago, with at least 300 units of senior housing with supporting accessory uses including, but not limited to, offices, cafeteria, storage, storm water detention and activity areas. The Senior Housing and Institutional Parcel may be cumulatively developed with approximately 979,442 gross square feet of improvements, subject to the other requirements of the RM-5 zoning, with any lawful use permitted under the RM-5 zoning in the Municipal Code of the City of Chicago including but not limited to a cemetery, mausoleum and columbarium, subject to and including uses provided in the covenants and conditions of record (including, without limitation, the use restrictions and other obligations set forth in that certain Declaration of Covenants and Restrictions dated as of June 11, 1990; recorded as Document 90341225, as amended (the "1990 Declaration")). DEFENDANT's anticipated future development of the Senior Housing and Institutional Parcel as described above requires mandatory planned development review and approval under Section 17-8-0500 of the Zoning Ordinance (or a successor provision thereto) as of the date of this Order, and PLAINTIFF, the Zoning Administrator, the Commissioner of the Department of Housing and Economic Development and the Alderman of the ward in which the Senior Housing and Institutional Parcel is located agree to cooperate to the best of their ability with DEFENDANT in timely processing the planned development application and zoning process and to reasonably support DEFENDANT in seeking such approval of the planned development.

The PLAINTIFF acknowledges that the DEFENDANT, by agreeing to the PLAINTIFF's taking of the Property pursuant to this Order, shall be substantially changing its position with respect to the future development of the remaining Rosehill Cemetery property. For this reason, the DEFENDANT has required time to obtain such RM-5 Rezoning approval prior to transfer of title and possession to assure the feasibility of the DEFENDANT'S plans. The Parties anticipate that the filing, hearing, and legislative or administrative process applicable to such RM-5 Rezoning will take approximately two months, but in no event later than November 17, 2011, and have agreed to defer Closing and the transfer of title and possession until such process is complete, but in no event later than November 30, 2011. The Zoning Administrator, the Commissioner of the Department of Housing and Economic Development, and the current Alderman of the 40th Ward have agreed to cooperate with the DEFENDANT by introducing the ordinance necessary to effect and obtain such RM-5 Rezoning. DEFENDANT acknowledges that the entry of this Order does not constitute a grant or order of any such entitlement, which must be obtained through normal means and on the merits of the proposed RM-5 Rezoning or any required planned development as referenced above. DEFENDANT and PLAINTIFF shall use diligent efforts to timely submit, give and process all necessary applications and notices as may be required with respect to the RM-5 Rezoning (collectively, the "RM-5 Zoning Required Approvals") so that the introduction of an ordinance for such RM-5 Rezoning occurs no later than September 8, 2011.

The DEFENDANT agrees to cooperate with PLAINTIFF and to use diligent efforts to timely submit, give and process all necessary applications and notices as may be required to obtain any required approval (if any) of any State of Illinois department or agency having jurisdiction over a sale of the Property (if applicable, the "State Approvals", and together with the RM-5 Zoning Required Approvals, the "Required Approvals"). The Parties anticipate that, if required, the approval process will be complete on or before November 17, 2011. DEFENDANT and PLAINTIFF shall use diligent efforts to timely submit, give and process all necessary applications and notices as may be required (if any) so that any request for approval (if required) occurs no later than September 8, 2011.

E. Upon the receipt of the Required Approvals and payment of the Monetary Award to DEFENDANT; (i) the DEFENDANT'S Request for Compensation, filed June 26, 2006 in response to the PLAINTIFF'S Motion for Preliminary Injunction, shall be dismissed, with prejudice, pursuant to the provisions of this Paragraph E, and the order entered July 10, 2006, finding that just compensation was due DEFENDANT for the temporary taking by PLAINTIFF, shall be deemed vacated, (ii) the PLAINTIFF'S motion to amend the complaint to reduce the area of the take to 23.4 acres filed October 28, 2008, shall be deemed granted in part, and the new description of property described therein shall be the Property, which is described on Exhibit A hereto, comprising 20.585 acres, and (iii) within fourteen (14) days of the date of the last of such Required Approvals but in no event later than November 30, 2011, the Parties shall consummate the transaction in accordance with the terms of this Order and the Purchase and Sale Agreement For West Ridge Nature Preserve and the exhibits attached thereto (such final, executed documents, collectively, the "Transaction Documents," which are attached hereto as Exhibit C and made an integral part hereof) (the "Closing"), pursuant to which the Parties shall grant and reserve certain easement, covenant and water facilities rights, all as set forth in the Transaction Documents. Provided the Required Approvals are granted, the transfer of title and possession shall occur on or before November 30, 2011, with time being of the essence. If the Required Approvals are not received by November 17, 2011, this Order shall be vacated, and the Parties shall be restored to their pre-Order positions with respect to Case No. 05 L 050750, including but

not limited to DEFENDANT'S Traverse and Motion to Dismiss and DEFENDANT'S Request for Compensation, filed June 26, 2006 in response to the PLAINTIFF's Motion for Preliminary Injunction and the order entered July 10, 2006, finding that just compensation was due DEFENDANT for the temporary taking by PLAINTIFF referenced above. In such event, upon the joint application of the Parties, the Court will direct that the Monetary Award and all interest earned thereon be refunded to PLAINTIFF.

If a third party files a lawsuit to challenge the approval of the rezoning of the Senior Housing and Institutional Parcel to RM-5 within five years of such rezoning (such period being the applicable statute of limitations under 735 ILCS 5/13-205), PLAINTIFF shall timely defend against such lawsuit to the best of its ability. In the event a third party is successful in obtaining a final order that declares the RM-5 Rezoning invalid or unconstitutional, then the cure period and damages provisions set forth in the second paragraph of Paragraph H below that are applicable to a rescission, change or downzoning of the Property by PLAINTIFF shall also apply to such a third party's zoning challenge, and the PLAINTIFF's and DEFENDANT's respective rights and remedies after the final order is entered in such zoning challenge.

F. Upon the Closing described in Paragraph D and E(iii) above, the PLAINTIFF shall be vested as fee simple absolute title holder to the Property in its "AS IS" and "WHERE IS" condition as of Closing and subject to covenants, conditions and restrictions of record, and DEFENDANT shall immediately turn over possession of the Property to the PLAINTIFF. The Parties agree that the Property shall be transferred in its "AS IS" and "WHERE IS" condition, as described in the Transaction Documents. Upon such Closing, DEFENDANT shall be entitled to make immediate application to the Court for the immediate disbursement of the Monetary Award to DEFENDANT.

G. DEFENDANT is not obligated to remove anything on the Property as of the date of this Order. If the DEFENDANT has not removed all fixtures and equipment prior to the date of Closing except as may otherwise be set forth in the Transaction Documents, the PLAINTIFF can consider these items abandoned and, except as may otherwise be set forth in Section 2.01 of the Water Facilities and Access Easement Agreement and the other Transaction Documents, may dispose of such fixtures and equipment without further notification or compensation due to the DEFENDANT.

H. PLAINTIFF agrees that DEFENDANT has substantially changed its position and future development options by settling this case and agreeing to the conveyance of the Property and that DEFENDANT has given up the right to claim substantial additional monetary compensation all in good faith and in reliance upon the rezoning of the Senior Housing and Institutional Parcel to a RM-5 zoning, and PLAINTIFF's covenants and agreements in this Order, including but not limited to Paragraph D, and the Transaction Documents attached hereto as Exhibit C. DEFENDANT has made and may hereafter make substantial expenditures and has incurred and may hereafter incur substantial obligations all in good faith and in reliance upon the rezoning of the Senior Housing Parcel to a RM-5 zoning and PLAINTIFF's covenants and agreements in this Order, including but not limited to Paragraph D, and the Transaction Documents attached hereto as Exhibit C. Further, DEFENDANT, in agreeing to close, and upon Closing, shall have detrimentally relied upon the RM-5 Rezoning and PLAINTIFF's covenants and agreements in this Order, including but not limited to Paragraph D, and the Transaction Documents in performing its obligations under this Order.

Therefore, PLAINTIFF agrees that if the Senior Housing and Institutional Parcel's RM-5 zoning, as it exists under Section 17-2 of the Zoning Ordinance and/or any related Zoning Ordinance sections and definitions cited or referred to therein as of the date of the Closing is rescinded, changed or downzoned by PLAINTIFF at any time or from time to time within fourteen (14) years of the Closing (an "Adverse Zoning Action") (except in connection with a rezoning consented to by the DEFENDANT), then after each Adverse Zoning Action, DEFENDANT shall have the rights described in this Paragraph. After the occurrence of an Adverse Zoning Action, DEFENDANT shall be entitled to file a motion and seek one of the following remedies: either (a) the payment of damages in an amount determined by this Court to be the difference between the then value of the Senior Housing and Institutional Parcel zoned under the RM-5 zoning as it existed as of the date of the Closing, taking into account the 1990 Declaration restrictions, and the value of the Senior Housing and Institutional Parcel after such Adverse Zoning Action (the "Monetary Damages Remedy"); or (b) a determination by this Court that such Adverse Zoning Action was arbitrary and capricious, unconstitutional, in excess of the City's lawful exercise of police powers, and/or that the DEFENDANT, under applicable law and based on DEFENDANT's change in position, foregone development opportunities for the Property, acceptance of less than the DEFENDANT's appraised value, and DEFENDANT's expenditures, and other facts and circumstances applicable to a vested rights claim, has a vested right to continued RM-5 zoning, along with such injunctive relief and/or order from this Court as may be appropriate to give effect to such determination (any such remedy, a "Retained Zoning Rights Remedy"). DEFENDANT, in any proceeding before this Court, may initially seek relief in the alternative (i.e., DEFENDANT may initially seek to establish a right both to the Monetary Damages Remedy and a Retained Zoning Rights Remedy), but in no instance shall DEFENDANT be entitled to both a Monetary Damages Remedy and a Retaining Zoning Rights Remedy. Upon an adjudication by this Court that DEFENDANT has established a right to both such remedies, DEFENDANT must thereafter elect within 60 days of such adjudication as to which remedy to accept as DEFENDANT's sole damages. Except as set forth in clause (a) and the definition of the Monetary Damages Remedy (and then only if DEFENDANT has elected the Monetary Damages Remedy), DEFENDANT shall have no additional claim for any monetary damages in connection with that Adverse Zoning Action except as provided in this paragraph. If this Court grants the relief in (b) above, PLAINTIFF agrees to waive its right to appeal such order, or alternatively, if PLAINTIFF appeals and this Court's order granting the relief in (b) above is affirmed by a final non appealable order, PLAINTIFF agrees to pay consequential damages to DEFENDANT as determined by this Court. Any damages awarded by this Court will bear interest as a judgment against PLAINTIFF at the statutory rate of 6% pursuant to 735 ILCS 5/2-1303. If within four (4) months of DEFENDANT's filing of a motion alleging any such Adverse Zoning Action, PLAINTIFF restores to DEFENDANT the RM-5 zoning rights rescinded, changed or downzoned as a result of such Adverse Zoning Action (whether by legislative approval of a map amendment, a text amendment, approval of a special use or variance, administrative relief or otherwise), then DEFENDANT shall not have a claim for either remedy provided for under this Paragraph. Such four (4) month cure period shall be extended to a nine (9) month cure period if the restorative action requires passage of a planned development, due to the required submittals, public notice, and public hearing process required for planned development approval, but only if DEFENDANT agrees in writing that passage of a planned development is an appropriate restorative action. DEFENDANT, at no expense to DEFENDANT, agrees to allow PLAINTIFF to perform surveys during normal business hours to process and obtain such restorative zoning action(s) or procedure(s).

If PLAINTIFF violates the other covenants and agreements in the Transaction Documents (other than a violation of Section 11.18 of the Purchase and Sale Agreement For

West Ridge Nature Preserve, which restates this Paragraph H), which violation is not cured after any applicable required notice and cure period set forth in the Transaction Documents, DEFENDANT shall have the remedy or remedies set forth in such Transaction Documents applicable to such other uncured violation. The provisions of this Paragraph H shall terminate fourteen (14) years after the date of Closing; provided however that if DEFENDANT has filed one or more motions requesting relief as provided in this Paragraph, then the provisions of this Paragraph shall remain in full force and effect until a final non appealable order is entered.

I. This Court shall retain jurisdiction of the matter to enforce the terms of this Agreed Order Pursuant to Stipulation and to enforce the terms of the Transaction Documents. If either of the Parties fails to perform any of the terms or agreements set forth in this Order or the Transaction Documents, this Court shall have jurisdiction and authority to resolve the matter, including ordering damages and, if appropriate, the specific performance by any defaulting party of its obligations under this Order or the Transaction Documents. If the DEFENDANT fails to turn possession over to the PLAINTIFF as stated herein, the PLAINTIFF can request this Court for a Writ or Writs of Assistance to put PLAINTIFF in immediate possession of the Property. Notwithstanding the entry of this Agreed Order Pursuant to Stipulation, the PLAINTIFF shall retain the right to abandon its taking of the Property until such time as PLAINTIFF has been vested with both title and possession of the Property at Closing. If PLAINTIFF abandons, the Parties shall be restored to their pre-Order positions with respect to Case No. 05 L 050750, including but not limited to DEFENDANT'S Traverse and Motion to Dismiss and DEFENDANT'S Request for Compensation, filed June 26, 2006 in response to the PLAINTIFF'S Motion for Preliminary Injunction and the order entered July 10, 2006, finding that just compensation was due DEFENDANT for the temporary taking by PLAINTIFF referenced above.

J. The terms of the Transaction Documents are incorporated herein by reference and shall be deemed to constitute an integral part of this Order.

K. The Parties waive any appeal from this Agreed Order Pursuant to Stipulation Order.

L. PLAINTIFF and DEFENDANT also agree that this Order shall be binding on their successors and assigns.

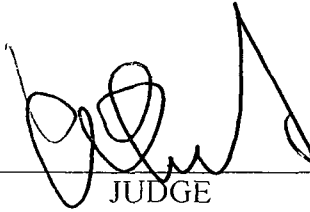
M. This Order shall not be effective and shall not bind the Parties unless and until it is both (a) approved by the DEFENDANT's Board of Directors on or before 5:00 p.m. on September 30, 2011, and (b) approved by the City Council of the City, and by the Mayor of the City, on or before 5:00 p.m. on October 10, 2011. DEFENDANT shall inform PLAINTIFF of the approval or disapproval by DEFENDANT'S Board of Directors by written notice on or before 5:00 p.m. on September 30, 2011, and DEFENDANT'S failure to provide such notice by such date and time will be deemed disapproval by the DEFENDANT'S Board of Directors. If this Order is disapproved (or deemed to be disapproved as aforesaid) by the DEFENDANT'S Board of Directors, this Order shall be deemed to be vacated without further action of the Parties, the Transaction Documents shall be terminated, the RM-5 Rezoning ordinance shall be withdrawn, and the Parties shall be deemed to have returned to their respective previous positions as existed prior to the Order, including but not limited to DEFENDANT'S Traverse and Motion to Dismiss and DEFENDANT'S Request for Compensation, filed June 26, 2006 in response to the PLAINTIFF'S Motion for Preliminary Injunction and the order entered July 10, 2006, finding that just compensation was due DEFENDANT for the temporary taking by

PLAINTIFF. PLAINTIFF shall inform DEFENDANT of the approval or disapproval by City Council and the Mayor by written notice on or before 5:00 p.m. on October 10, 2011, and PLAINTIFF'S failure to provide such notice by such date and time will be deemed disapproval by the City Council and the Mayor. If this Order is disapproved (or deemed to be disapproved as aforesaid) by the City Council and the Mayor, this Order shall be deemed to be vacated without further action of the Parties, the Transaction Documents shall be terminated, the RM-5 Rezoning ordinance shall be withdrawn, and the Parties shall be deemed to have returned to their respective previous positions as existed prior to the Order, including but not limited to DEFENDANT'S Traverse and Motion to Dismiss and DEFENDANT'S Request for Compensation, filed June 26, 2006 in response to the PLAINTIFF's Motion for Preliminary Injunction and the order entered July 10, 2006, finding that just compensation was due DEFENDANT for the temporary taking by PLAINTIFF.

[SIGNATURES APPEAR ON NEXT PAGE]

THE COURT FINDS that there is no just reason for delaying the enforcement of, or appeal from, said Judgment.

ENTER:

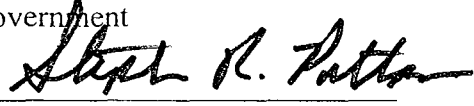

JUDGE

Dated: _____

Agreed by:

PLAINTIFF

CITY OF CHICAGO, a municipal corporation and home rule unit of government

By: 

STEPHEN PATTON
CORPORATION COUNSEL
Department of Law
City of Chicago
121 North LaSalle Street, Room 600
Chicago, IL 60602
(312) 744-0220

ENTERED
JUDGE ALEXANDER WHITE-0241
SEP 07 2011
DOROTHY BROWN
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

DEFENDANT

SCI ILLINOIS SERVICES, INC., AS SUCCESSOR BY MERGER TO BLAKE-LAMB FUNERAL HOMES, INC., FORMERLY KNOWN AS ROSEHILL HOLDINGS, INC., ROSEHILL MEMORIAL, INC., AND ROSEHILL CEMETERY COMPANY.

By: _____

MICHAEL L. DECELL, Vice President

THE COURT FINDS that there is no just reason for delaying the enforcement of, or appeal from, said Judgment.

ENTER:

JUDGE

Dated: _____

Agreed by:

PLAINTIFF

CITY OF CHICAGO, a municipal corporation and home rule unit of government

By. _____

STEPHEN PATTON
CORPORATION COUNSEL
Department of Law
City of Chicago
121 North LaSalle Street, Room 600
Chicago, IL 60602
(312) 744-0220

DEFENDANT

SCI ILLINOIS SERVICES, INC., AS SUCCESSOR BY MERGER TO BLAKE-LAMB FUNERAL HOMES, INC., FORMERLY KNOWN AS ROSEHILL HOLDINGS, INC., ROSEHILL MEMORIAL, INC., AND ROSEHILL CEMETERY COMPANY

By.  _____

MICHAEL I. DECELL, Vice President

Exhibit A

Legal Description of Property

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 01° 43' 39" WEST, 710.00 FEET, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 88° 16' 21" EAST, 39.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88° 16' 21" EAST, 475.00 FEET; THENCE NORTH 66° 00' 00" EAST, 160.00 FEET; THENCE NORTH 00° 00' 00" EAST, 198.00 FEET; THENCE NORTH 66° 00' 00" WEST, 128.00 FEET; THENCE NORTH 00° 00' 00" EAST, 372.00 FEET; THENCE SOUTH 90° 00' 00" WEST, 132.00 FEET; THENCE NORTH 00° 00' 00" EAST, 122.00 FEET; THENCE NORTH 42° 00' 00" EAST, 92.00 FEET; THENCE NORTH 00° 00' 00" EAST, 332.00 FEET; THENCE NORTH 29° 00' 00" EAST, 217.00 FEET; THENCE NORTH 12° 00' 00" EAST, 112.00 FEET; THENCE NORTH 11° 00' 00" WEST, 116.00 FEET; THENCE NORTH 29° 14' 54" WEST, 103.34 FEET TO A POINT THAT IS 233.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 88° 12' 34" WEST, 530.29 FEET, PARALLEL WITH SAID NORTH LINE AFORESAID, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 233.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 01° 25' 13" WEST, 200.31 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE TO A BEND POINT, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 433.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 01° 43' 39" EAST, 1,511.07 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, CONTAINING 20.585 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY IS THE SAME PROPERTY AS (A) THE EXCEPTION PARCEL LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF SURVEY OF PART OF ROSEHILL CEMETERY PREPARED BY C3 CORPORATION (REV. 2, 09/5/11), (B) THE NATURE PRESERVE PROPERTY (a/k/a EXCEPTION TO ROSEHILL CEMETERY, PARK DISTRICT PARCEL) LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF ROSEHILL CEMETERY DETAIL B PREPARED BY C3 CORPORATION (REV. 2, 09/05/11) and (C) THE NATURE PRESERVE PROPERTY LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF NATURE PRESERVE PROPERTY, PERMANENT EASEMENT PARCEL, DRAINAGE EASEMENT AREA, SETBACK AREA, TEMPORARY FENCING ACCESS AREA, FENCING EASEMENT AREA AND FENCING BOUNDARIES PREPARED BY C3 CORPORATION (REV. 5, 09/06/11).

Exhibit B

Legal Description of Senior Housing and Institutional Parcel

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 01° 43' 39" WEST, 710.00 FEET, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 88° 16' 21" EAST, 39.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE SOUTHWEST 1/4 OF SAID SECTION 6, FOR THE POINT OF BEGINNING OF PARCEL "C"; THENCE NORTH 87° 48' 07" EAST, 630.00 FEET; THENCE SOUTH 02° 11' 53" EAST, 140.00 FEET; THENCE NORTH 87° 48' 07" EAST, 165.00 FEET; THENCE SOUTH 02° 11' 53" EAST, 68.00 FEET; THENCE NORTH 87° 09' 37" EAST, 398.51 FEET; THENCE SOUTH 31° 02' 42" EAST, 141.56 FEET, TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH BOWMANVILLE AVENUE; THENCE SOUTH 58° 57' 18" WEST, 192.30 FEET, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH 12° 20' 42" WEST, 91.44 FEET; THENCE SOUTH 88° 27' 21" WEST, 68.15 FEET; THENCE SOUTH 31° 02' 42" EAST, 120.17 FEET, TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH BOWMANVILLE AVENUE; THENCE SOUTH 58° 57' 18" WEST, 508.66 FEET, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH 01° 56' 32" WEST, 239.08 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 2 CHAINS OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE SOUTH 88° 27' 21" WEST, 335.29 FEET, ALONG THE SOUTH LINE OF THE NORTH 2 CHAINS AFORESAID; THENCE SOUTH 01° 58' 07" EAST, 102.00 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 234.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE SOUTH 88° 27' 21" WEST, 275.94 FEET, ALONG THE SOUTH LINE OF THE NORTH 234.00 FEET AFORESAID, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 02° 11' 53" WEST, 234.02 FEET, ALONG SAID RIGHT OF WAY LINE, TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE SOUTH 88° 27' 21" WEST, 11.00 FEET, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 02° 11' 53" WEST, 302.00 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, CONTAINING 11.319 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY IS THE SAME PROPERTY AS THE PROPERTY LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF SURVEY OF PART OF ROSEHILL CEMETERY DETAIL A PREPARED BY C3 CORPORATION (REV. 2 09/05/11) (a/k/a PARCEL "C" GROSS BOUNDARY).

The above described parcel is also the same parcel described as "Parcel C" on Exhibit 1 to that certain Declaration of Covenants and Restrictions made as of June 11, 1990 by Rosehill Cemetery Company and recorded in the Recorder's Office of Cook County on July 17, 1990 as document no. 90341225, as amended by the the First Amendment to Declaration of Covenants and Restrictions made as of April 1, 1991 by Rosehill Cemetery Company and recorded in the Recorder's Office of Cook County on April 17, 1991 as document no. 91177219, and depicted as "Parcel C" in the Plat of Survey prepared by Gremley & Biedermann (Order No. 893065) date December 14, 1989, and depicted as "Parcel C" in that survey prepared by National Survey Service, Inc. dated June 3, 2008. Any differences in metes and bounds calls are attributable to two (2) factors. One, the accuracy of the equipment used for the re-survey and two, the co-ordinate system used. The Gremley & Biedermann survey was probably completed based on a "Local Co-Ordinate System". The re-survey was based on "State Plane - Illinois East Zone" system. Both the Gremley & Biedermann survey and the Re-survey by C3 Corporation are of the same parcel.

Exhibit C

Transaction Documents

[SEE ATTACHMENTS]

1. Purchase and Sale Agreement for West Ridge Nature Preserve
2. Fencing Easement Agreement
3. Setback Area Restrictive Covenants Agreement
4. Water Facilities and Access Easement Agreement

PURCHASE AND SALE AGREEMENT
FOR WEST RIDGE NATURE PRESERVE

by and between

the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government.
as Purchaser,

and

SCI ILLINOIS SERVICES, INC., an Illinois corporation,
as Seller,

Dated as of September 7, 2011

This document prepared by:
After recording mail to:
Steven J. Holler
Deputy Corporation Counsel
City of Chicago
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
(312) 744-6934

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EXHIBITS

Exhibit A-1	Legal Description of Cemetery Property
Exhibit A-2	Legal Description of Nature Preserve Property
Exhibit A-3	Legal Description of the Senior Housing/Institutional Parcel
Exhibit A-4	Legal Description of the Maintenance Facility Parcel
Exhibit A-5	Legal Description of Remaining Cemetery Property (= Cemetery Property excluding Nature Preserve Property)
Exhibit B	Fencing Easement Agreement
Exhibit C	Setback Area Restrictive Covenants Agreement
Exhibit D	Water Facilities and Access Easement Agreement
Exhibit E	Permitted Exceptions
Exhibit F	Dredging
Exhibit G	Intentionally omitted
Exhibit H	ALTA Statement
Exhibit I	Owner's Affidavit
Exhibit J	FIRPTA Affidavit
Exhibit K-1	Access Gate To Water Facilities Improvements
Exhibit K-2	Access Gate to Fenced In Portion of Permanent Easement Parcel
Exhibit L	Agreed Judgment Order
Exhibit M	Intentionally omitted
Exhibit N	Gap Undertaking
Exhibit O	Required City Provisions

**PURCHASE AND SALE AGREEMENT
FOR WEST RIDGE NATURE PRESERVE**

This Purchase and Sale Agreement for West Ridge Nature Preserve (this "Agreement") by and between the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Housing and Economic Development, as purchaser (the "City" or the "Purchaser"), and **SCI ILLINOIS SERVICES, INC.**, an Illinois corporation, as seller (the "Seller"), is dated as of September 7, 2011.

RECITALS

A. Seller owns the real property commonly known as Rosehill Cemetery located generally south of West Peterson Avenue (and a small portion north of West Peterson Avenue), west of North Ravenswood Avenue, north of West Bowmanville Avenue, and east of North Western Avenue in Chicago, Illinois (the "Cemetery Property") reflected on Exhibit A-1 attached hereto and made a part hereof.

B. A portion of the Cemetery Property that Purchaser is acquiring from Seller pursuant to the terms and conditions of this Agreement and that certain Agreed Order (as hereinafter defined) in form and substance as reflected in Exhibit L attached hereto and made a part hereof, located north of West Bryn Mawr Avenue as extended is wooded and contains a pond and is legally described on Exhibit A-2 attached hereto and made a part hereof and consists of approximately 20.585 acres (the "Nature Preserve Property"). The western boundary of the Nature Preserve Property line shall be contiguous with the east right of way line for North Western Avenue. The Nature Preserve Property shall include that portion of the existing fence along North Western Avenue within such boundary line.

C. The City desires to acquire the Nature Preserve Property with the intent of thereafter conveying the Nature Preserve Property to the Chicago Park District (the "Park District") a municipal corporation and a unit of local government created by the Chicago Park District Act, 70 ILCS 1505/1 *et seq.* (the "Park District Act"). After acquiring the Nature Preserve Property, the City (and after the City's conveyance to the Park District, the Park District), shall use the Nature Preserve Property solely for a nature preserve and park purposes consistent with the Park District Act (unless otherwise approved in writing by Seller).

D. The City Council of the City has authorized the City's acquisition of the Nature Preserve Property. In connection with the City's acquisition efforts, the City has previously filed the Condemnation Proceeding (as hereinafter defined).

E. To settle such Condemnation Proceeding, the City has agreed to purchase from the Seller, and the Seller has agreed to sell to the City, the Nature Preserve Property in accordance with the terms of this Agreement and the Agreed Order.

F. In connection with the sale of the Nature Preserve Property to the City, the Seller will also grant the City an easement for the construction and periodic maintenance of certain fencing on the shared boundary lines at the City's sole cost and expense (to be installed the

sooner to occur of (i) opening of the Nature Preserve Property or (ii) December 31, 2013), that shall separate the Nature Preserve Property from the Remaining Cemetery Property (as hereinafter defined), in accordance with the Fencing Easement Agreement attached hereto and made a part hereof as Exhibit B (the "Fencing Easement Agreement") and the Seller will also agree to certain setbacks, in accordance with the Setback Area Restrictive Covenants Agreement attached hereto and made a part hereof as Exhibit C (the "Setback Area Agreement").

G. The Seller presently makes exclusive and unrestricted use of the pond water from the Nature Preserve Property for the irrigation and ancillary uses of the Cemetery Property and in connection therewith maintains a water tower, pump house, maintenance building, and pipelines (both above and below ground) (such improvements, collectively, as more particularly defined in the Water Facilities and Access Easement Agreement defined below, the "Water Facilities Improvements"). After Seller's conveyance of the Nature Preserve Property to Purchaser, the Seller shall retain the perpetual and exclusive right to use the water in the pond and the Water Facilities Improvements for purposes of irrigation and ancillary uses, in accordance with the Water Facilities and Access Easement Agreement, attached hereto and made a part hereof as Exhibit D, consistent with the public park and nature preserve uses described therein (the "Water Facilities and Access Easement Agreement"), which agreement shall also entitle the Seller to the cemetery identification signage and other rights described therein.

NOW, THEREFORE, in consideration of the above recitals, for the mutual covenants and consideration set forth herein, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

ARTICLE 1. Definitions and Interpretation

Section 1.01 **Definitions.** In addition to capitalized terms defined elsewhere in this Agreement the following words have the meanings set forth below.

"**Agreed Order**" means the Agreed Judgment Order Pursuant To Stipulation dated September 7, 2011 entered in the Condemnation Proceeding.

"**Agreement**" means this Purchase and Sale Agreement for West Ridge Nature Preserve, together with all exhibits, schedules, addenda and attachments hereto.

"**Closing Date**" means the closing settlement date of the purchase and sale of the Nature Preserve Property described in Article 4 of this Agreement.

"**Commissioner**" means the Commissioner of DHED of the City.

"**Condemnation Proceeding**" means that certain eminent domain proceeding filed by the Purchaser as Case No. 05 L 050750 in the Circuit Court of Cook County, Illinois, County Department-Law Division.

"**DHED**" means the Department of Housing and Economic Development of the City, or any successor department thereto.

“**Mayor**” means Mayor of the City.

“**Permitted Exceptions**” means the permitted exceptions cited on Exhibit E.

“**Remaining Cemetery Property**” means the Cemetery Property less the Nature Preserve Property that has been conveyed to the City as reflected on Exhibit A-5 attached hereto and made a part hereof.

“**Survey**” means that current survey of the Nature Preserve Property dated April 15, 2011, consisting of Sheet 1 (Northeast Quadrant), Sheet 2 (Northwest Quadrant), Sheet 3 (Middle West Quadrant), Sheet 4 (Middle East Quadrant), Sheet 5 (Southeast Quadrant) and Sheet 6 (Southwest Quadrant, but mistakenly labeled as Southeast Quadrant) prepared by C3 Corp., a surveyor licensed by the State of Illinois and certified to the Seller, the Purchaser, the Park District, the Title Insurer and such other parties as Purchaser shall reasonably designate to be further updated after the date of this Agreement (at Purchaser’s sole cost and subject to Seller’s approval, not to be unreasonably withheld) so as to be prepared in accordance with the standards for American Land Title Surveys of the American Title Association and American Congress on Surveying and Mapping.

Section 1.02 **Interpretation, Language and Context.** This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- A. Definitions include both singular and plural.
- B. Pronouns include both singular and plural and cover all genders.
- C. Except as may otherwise be expressly provided in this Agreement, the word “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.”
- D. Headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- E. All attached exhibits are operative provisions of this Agreement and are incorporated by reference.
- F. Reference to a “Section” shall mean a section of this Agreement.
- G. “Hereof” means of this Agreement (including the Exhibits).
- H. The Commissioner, unless applicable law requires action by the corporate authorities, shall have the power and authority to make or grant or do those things, that are ministerial in nature or described in this Agreement for and on behalf of the City. The City may change its representative by providing the Seller with written notice of such change.

I. Seller hereby designates Stephen A. Webster (hereinafter "Seller Representative") as its authorized representative who shall individually have the power and authority to make or grant or do those things that are ministerial in nature or described in this Agreement for and on behalf of Seller. Seller may change its Seller Representative by providing the City with written notice of such change.

ARTICLE 2. Purchase and Sale of the Nature Preserve Property and Purchase Price

Section 2.01 Purchase Price. The Purchaser agrees to purchase the Nature Preserve Property from the Seller, and the Seller agrees to sell the Nature Preserve Property to the Purchaser, pursuant to the terms and conditions of this Agreement. The purchase price for the Nature Preserve Property, inclusive of any and all improvements, easements, rights, titles and interests appurtenant thereto (except for rights retained by Seller as described in the Fencing Easement Agreement, the Setback Area Agreement and the Water Facilities and Access Easement Agreement), shall be Seven Million Two Hundred Fifty Three Thousand and No/100 Dollars (\$7,253,000.00) (the "Purchase Price"). As additional consideration for the Nature Preserve Property, and in view of the Seller's continuing perpetual and exclusive use of the pond water and Water Facilities Improvements after the Closing Date for purposes of irrigation and ancillary uses, as more particularly described in the Water Facilities and Access Easement Agreement, the Purchaser shall also pay on the Closing Date the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) in accordance with Water Facilities and Access Easement Agreement to fund the Seller's dredging of the pond ("Dredging"), as more particularly described therein (the "Additional Purchase Price"). The payment of the Purchase Price and the Additional Purchase Price shall be paid in full, by the check, wire transfer or other delivery of good funds by the City (collectively, the "Cash Payment"), pursuant to the Agreed Order. On the Closing Date, Seller shall pay to Purchaser the Sixteen Thousand and No/100 Dollar (\$16,000.00) closing credit described in Section 1.01 of the Water Facilities Access and Easement Agreement by check, wire transfer or other delivery of good funds by the Seller in consideration of the Purchaser's undertakings under such Section 1.01 (the "Closing Credit").

Section 2.02 No Separate Consideration for Ancillary Agreements. The parties acknowledge and agree that no separate consideration, apart from the Seller's conveyance of the Nature Preserve Property, and the Purchaser's payment of the Cash Payment, together with all of the other undertakings expressly described in the Agreed Order and in this Agreement (including the Exhibits attached hereto and made a part hereof, and the RM-5 Rezoning [as defined in the Agreed Order]), shall be due with respect to the execution and delivery of the Fencing Easement Agreement, the Setback Area Agreement or the Water Facilities and Access Easement Agreement, and the interests granted therein.

Section 2.03 Zoning of Senior Housing/Institutional Parcel; Maintenance Facility Building Permit; Subdivision. The parties agree that the sale of the Nature Preserve Property shall eliminate certain future development opportunities for the Seller by materially decreasing the size of the Cemetery Property. As a result, the Seller has undertaken certain long-term planning and land use studies and determined that it is necessary and appropriate to seek a zoning change to facilitate the future development of and make certain returns upon the

Remaining Cemetery Property. Specifically, the Seller and the City persons identified in the Agreed Order shall seek the approval of the City Council of the City for the rezoning of the Senior Housing/Institutional Parcel (reflected on Exhibit A-3 attached hereto and made a part hereof) to an RM-5 zoning classification (the "Zoning Change"). The parties acknowledge and agree that the approval of the Zoning Change by the City Council (and any other applicable City departments) on or before the Closing Date shall (unless waived in writing by Seller) be a condition precedent to the Seller's obligation to convey the Nature Preserve Property to the Purchaser. In addition, prior to or after the Closing Date, the Seller may elect to seek certain building permits and other approvals necessary to construct a new maintenance building on the Maintenance Facility Parcel (reflected on Exhibit A-4 attached hereto and made a part hereof). The City agrees to cooperate with the Seller in the timely processing in due course of any required permits and approvals. Further, prior to and/or after the Closing Date, the Seller may elect to seek approvals necessary to obtain City Council approval for a plat of subdivision that will subdivide the Cemetery Property into three or more lots (expected to consist of the Nature Preserve Property, the Senior Housing/Institutional Parcel and the Remaining Cemetery Property). The City agrees to cooperate with the Seller in the timely processing in due course of any desired or required subdivision approvals and to reasonably support Seller in seeking such approvals. The City agrees to pay directly to the surveyor (C3 Corporation) the City's proportionate share of costs charged by the surveyor in connection with such subdivision. For purposes of this Section, the "City's proportionate share" shall be deemed to equal the percentage derived by dividing the square footage of the Nature Preserve Property by the sum of the square footage of the Nature Preserve Property, the Senior Housing/Institutional Parcel plus the Remaining Cemetery Property. The City obligations set forth in this Section 2.03 shall survive the Closing Date.

ARTICLE 3. Environmental

Section 3.01 Nature Preserve Property to be Conveyed As Is. Conditioned upon and in reliance upon the Seller's limited warranties and representations contained in Section 7.02, Purchaser accepts the conveyance of the Nature Preserve Property in its "**AS IS**" and "**WHERE IS**" condition and acknowledges that it is not relying on and will not have the right to take action after the Closing Date based on any representations or warranties by Seller whether in other documents or verbal statements made by Seller or Seller's employees, agents, successors or assigns, as to the physical or environmental condition of the Nature Preserve Property or otherwise, except that the Seller represents and warrants to the City, that, to Seller's actual knowledge, there are no graves, interments or burial sites located on the Nature Preserve Property, or in the Setback Area (as defined in the Setback Area Agreement), or in the Fencing Easement Area (as defined in the Fencing Easement Agreement). Seller also represents and warrants that during Seller's ownership of the Nature Preserve Property, Seller has not conveyed or otherwise granted rights, interests or easements to any persons or entities for graves, interments or burial sites located on the Nature Preserve Property, or in the Setback Area, or in the Fencing Easement Area. The City has heretofore had a right of entry to investigate (and has investigated to the City's reasonable satisfaction) the condition of the Nature Preserve Property and the City has had the right to perform (and has performed to the City's reasonable satisfaction) such environmental and hydrological due diligence work as the City deems to be necessary or appropriate, including phase II sampling (and the City has not identified any

adverse environmental conditions relating to the Nature Preserve Property which the City is unwilling to accept). The City agrees to be responsible for all environmental remediation, if any, and will not seek reimbursement or contribution from Seller for any environmental remediation or any other cost or expense that City incurs that is related to the condition of the Nature Preserve Property. The foregoing shall not be construed as imposing any affirmative obligation upon the City to remediate the Nature Preserve Property in the absence of any legal requirement or government mandate requiring such remediation in connection with the development and use of such Nature Preserve Property as a public park and nature preserve. The terms and provisions set forth in this Section 3.01 shall survive the Closing Date.

ARTICLE 4. Closing

Section 4.01 **Conditions to Closing.** The closing of the sale of the Nature Preserve Property shall take place on the date specified or determined pursuant to the Agreed Order, but in no event later than November 30, 2011 (such date, the "Closing Date").

Section 4.02 **Closing Costs and Prorations.** On the Closing Date, the City shall be responsible for: the payment of all State of Illinois, County of Cook and City transfer taxes, if any; one-half of all reasonable costs of any escrows; all costs of the Survey and all title insurance premiums and charges for the issuance of the Title Policy; all recording fees; and all of City's due diligence costs. Seller covenants to satisfy and obtain the release of all mortgage, mechanic's, judgment, tax or other liens on or before the Closing Date. Seller also covenants to pay all general real estate taxes due and payable with respect to the Nature Preserve Property on or before the Closing Date. Seller also covenants to pay all general real estate taxes that have accrued with respect to the Nature Preserve Property as of the Closing Date, but which become due and payable after the Closing Date. Seller shall be entitled to any refund of general real estate taxes attributable to the period subsequent to the date of the City's filing of the Condemnation Proceeding, and prior to the Closing Date, that may be made as a result of the filing of the Condemnation Proceeding by the City and the City's acquisition of the Nature Preserve Property pursuant to the Agreed Order. Seller shall pay the survey costs associated with preparing the legal descriptions needed to complete Exhibits A-1, A-3, A-4, and A-5 to this Agreement. Each party shall pay its own fees and expenses of its designated representatives, accountants and attorneys if any. Seller shall pay for fees to the title company to insure Seller's rights set forth in the Water Facilities and Access Easement Agreement and zoning endorsements on properties described in Exhibits A-3, A-4 and A-5. Seller shall also pay to Purchaser the Closing Credit. Except to the extent City and the Seller otherwise agree, any and all closing and other escrow agreements and title insurance shall be coordinated through Chicago Title and Trust Company (Eric Dahlberg). The parties' obligations under this Section 4.02 shall survive the Closing Date.

Section 4.03 **Real Estate Taxes.** General real estate taxes affecting or allocable to the Nature Preserve Property (if such property is included within one or more larger tax parcels) and attributable to the period prior to the Closing Date shall be handled as described in Section 4.02 above (and such tax prorations shall be deemed to be final, subject to Seller's obligations under Section 4.02). Purchaser shall be responsible for all general real estate taxes allocable to the Nature Preserve Property (if any) accruing with respect to the period on and after the Closing

Date. In addition, the City shall be solely responsible for any and all rollback taxes or back taxes allocable to all or any portion of the Nature Preserve Property (i.e., taxes attributable to the change in ownership resulting from the City's acquisition of such property and any deemed change in use) for periods before and after the Closing Date and hereby agrees to indemnify and hold Seller harmless from and against any such rollback taxes (which obligations shall survive the Closing Date). Purchaser covenants that upon acquisition of the Nature Preserve Property, it shall promptly file all necessary petitions with the Illinois Department of Revenue to seek the exemption of such public property from general real estate taxes and to take all other actions necessary or appropriate to obtaining such exemption. Provided the same shall be at no out of pocket cost to Seller, the parties agree to cooperate in preparing and filing such necessary petitions for tax parcel division as may be required to provide for the separate assessment and exemption of the Nature Preserve Property (with such exemption petition seeking an exemption date as of the filing of the Condemnation Proceeding) and (to the extent permissible) the Senior Housing/Institutional Parcel. The parties' obligations under this Section 4.03 shall survive the Closing Date.

ARTICLE 5. Closing Deliveries

On the Closing Date, the applicable party shall make the deliveries specified below, duly executed and acknowledged as appropriate.

Section 5.01 Purchaser Deliveries.

A. The Cash Payment shall have been previously made and shall be paid pursuant to the Agreed Order.

B. An ALTA Statement in the form set forth in Exhibit H attached hereto and made a part hereof.

C. Such other documents as may be reasonably necessary or appropriate to consummate the transactions contemplated hereby (exclusive of any gap undertakings or title indemnities) or as may be required under the Agreed Order.

Section 5.02 Seller Deliveries.

A. Title to the Nature Preserve Property shall be conveyed pursuant to the Agreed Order, subject only to the Water Facilities and Access Easement Agreement, Agreed Order, covenants, conditions and restrictions of record (including without limitation the use restrictions and other obligations set forth in that certain Declaration of Covenants and Restrictions dated as of June 11, 1990, recorded as Document 90341225, as amended), and, to the extent raised on Schedule B of the Title Policy issued to the Purchaser on the Closing Date, the other Permitted Exceptions listed in Exhibit E. The parties agree that the Agreed Order shall provide that title to the Nature Preserve Property shall exclude conveyance of the Water Facilities Improvements, which (including fixtures that might, under applicable law, otherwise be deemed a part of the real property) shall remain Seller's personal property (excluding only the manhole, drop shaft and pipes

described in the next to last paragraph of Section 1.01 of the Water Facilities and Access Easement Agreement, which shall be deemed conveyed to the City as described therein).

B. A standard ALTA Form B owner's policy of title insurance or a marked-up pro forma commitment for the issuance of such policy after the Closing Date, in the amount of the Purchase Price, issued by Chicago Title Insurance Company. Said policy shall insure the City's fee simple title to the Nature Preserve Property, subject only to the Water Facilities and Access Easement Agreement, Agreed Order, covenants, conditions and restrictions of record, to the extent not terminated or extinguished by the Agreed Order and, to the extent raised on Schedule B of the Title Policy issued to the Purchaser on the Closing Date, the other Permitted Exceptions listed in Exhibit E, and shall insure the City's easement interests under the Fencing Easement Agreement and, if insurable, the Setback Area Agreement.

C. Intentionally deleted.

D. An ALTA Statement in the form set forth in Exhibit H attached hereto and made a part hereof, and such additional documents as may be required to insure the City's fee simple interest free and clear of any property manager's or broker's lien.

E. Gap Undertaking in the form set forth in Exhibit N attached hereto and made a part hereof.

F. FIRPTA Affidavit that Seller it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended from time to time (in the form set forth in Exhibit J attached hereto and made a part hereof).

G. A statement disclosing the identity of all persons holding an ownership interest in the Seller exceeding 7-1/2% and the percentage of such interests. Said disclosure shall be certified by an authorized representative of Seller and conform to the requirements of section 3.1 of the Public Officer Prohibited Activities Act, 50 ILCS 105/3.1.

H. The City's Standard Economic Disclosure Statement and Familial Relationship Certification.

I. Such other documents as may be necessary to consummate the transactions contemplated hereby, or as may be required under the Agreed Order, including customary organizational and authority documents for Seller and any Seller affiliate whose consent may be required for Seller to perform its obligations under this Agreement, and any requisite approvals and consents from any State or other regulatory body applicable to the Seller's transfer of the Nature Preserve Property to the City.

J. Good funds to pay to the Closing Credit.

Section 5.03 **Joint Deliveries.**

- A. Fencing Easement Agreement.
- B. Setback Area Agreement.
- C. Water Facilities and Access Easement Agreement.
- D. Real estate transfer tax declarations, if applicable.
- E. Settlement Statement.
- F. Agreed Order.

Section 5.04 Documents to be Recorded at Closing.

- A. Agreed Order.
- B. Water Facilities and Access Easement Agreement.
- C. Fencing Easement Agreement.
- D. Setback Area Agreement.

ARTICLE 6. City Council and Seller Board of Directors Approval

Section 6.01 The City's acquisition of the Nature Preserve Property has previously been approved by the City Council of the City and the Mayor.

Section 6.02 This Agreement shall not be effective and shall not bind the parties unless and until it is approved by Seller's Board of Directors, and by the City Council of the City and the Mayor, as described in Paragraph M of the Agreed Order, the terms of which are incorporated herein by reference.

Section 6.03 In implementation of the Agreed Order, and in connection with the closing under this Agreement, the Seller and Purchaser agree to cooperate in the entry of an Order Vesting Title and Satisfaction of Judgment in the Condemnation Proceeding confirming the terms of the Agreed Order, this Agreement, such closing, such vesting of title, and such satisfaction.

ARTICLE 7. Covenants, Representations and Warranties

Section 7.01 **City's Limited Representations and Warranties.** City represents to Seller as of the date hereof that there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending or, to the City's knowledge, threatened or affecting the City which would impair City's ability to perform under this Agreement.

Section 7.02 **Seller's Limited Representations and Warranties.** Seller represents to Purchaser as of the date hereof:

A. Seller is an Illinois corporation duly organized, validly existing, qualified to do business in Illinois.

B. Seller has the right, power and authority to enter into, execute, deliver and perform this Agreement, subject to Seller's Board of Directors approval as referenced in Article 6 of this Agreement and as described in Paragraph M of the Agreed Order.

C. The execution, delivery and performance by the Seller of this Agreement has been duly authorized by all necessary action, and does not and will not violate its Articles of Incorporation as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Seller is now a party or by which the Seller is now or may become bound, subject to Seller's Board of Director approval described in Article 6 of this Agreement. Seller has made (or prior to the Closing Date shall make) all required filings and given all required notices applicable to the sale of cemetery property with respect to the sale of the Nature Preserve Property to the Purchaser, any notice periods have lapsed (or shall have lapsed prior to the Closing Date), and any consents or approvals required for such sale have been obtained (or shall be obtained prior to the Closing Date).

D. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending or, to the Seller's knowledge, threatened or affecting the Seller which would impair Seller's ability to perform under this Agreement.

E. Seller has not incurred, and, shall not, without the prior written consent of the City, allow the existence of any liens against the Nature Preserve Property other than (i) the Permitted Exceptions, (ii) non-governmental charges that the Seller is contesting in good faith or (iii) any indebtedness, secured or to be secured by the Nature Preserve Property or any fixtures now or hereafter attached thereto. The charges and lender financing liens described in clauses (ii) and (iii) shall in no event constitute Permitted Exceptions and shall be repaid and released or otherwise resolved in prior to the Closing Date in accordance with Section 4.02. Notwithstanding the Permitted Exceptions listed on Exhibit E, the foregoing shall not be construed as permitting the Seller, after the date of the Agreed Order, to incur or allow any new covenants, conditions, restrictions, liens, encroachments, easements, rights, options, interests or other encumbrances such as those identified on Exhibit E, or in derogation of the Seller's limited representation and warranty in Section 3.01 as to graves, burials and interment interests.

F. Seller has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinances, for services to any

City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with the Seller in violation of law.

G. There is no threatened litigation affecting the Nature Preserve Property, nor seeking to restrain or enjoin the performance by the Seller of this Agreement.

All Seller limited representations and warranties in this Agreement shall be deemed to be limited to the actual knowledge of the Seller Representative and Michael L. Decell, a Vice President of Seller, and shall not be construed to refer to the knowledge of any other officer, director, agent or employee of Seller or any affiliate of Seller. There shall be no personal liability on the part of the Seller Representative, Michael L. Decell or any other employee, officer, director or agent of Seller arising out of any of the limited representations or warranties made herein.

All Seller limited representations and warranties in this Agreement shall be true, complete and correct as of the date of this Agreement and as of the Closing Date (and shall not survive the Closing Date).

ARTICLE 8. Post-Closing Construction Obligations

Section 8.01 Prior to the earlier to occur of (i) opening of the Nature Preserve Property to the general public, or (ii) December 31, 2013, the City, at the City's expense (and no expense to the Seller), shall construct (or cause to be constructed) a fence on the Nature Preserve Property separating the southern, eastern and northern boundaries of the Nature Preserve Property from the Remaining Cemetery Property (the "Demising Fence"), as described in the Fencing Easement Agreement. The City (or the Park District) may construct openings for entry points in the North Western Avenue fencing along the western boundary of the Nature Preserve Property in order to allow the public or maintenance vehicles access to the Nature Preserve Property at such points as the City (or Park District) may determine to be necessary or appropriate, provided, however, that no such access point shall be (a) on the north, less than 250 feet south of the south right of way line of West Peterson Avenue, and (b) on the south, less than 100 feet north of the southern boundary line of the Nature Preserve Property along Western Avenue).

The City and Seller agree that an approximately twenty-five foot (25') wide sliding gate (with lock(s)) in the Demising Fence shall be constructed over the existing access road in the area depicted on Exhibit K-1 attached hereto and made a part hereof at the same time the Demising Fence is built, at the City's expense (and no expense to the Seller), to allow the Seller and Seller's successors, assigns, and tenants unrestricted, unimpeded and clear vehicular and pedestrian access to the Water Facilities Improvements and any improvements authorized under the Water Facilities and Access Easement Agreement when such access is required from time to time. The City shall provide keys or other access devices to the foregoing locks and gates (and, if keys or other access devices are not provided by the City to the Seller, Seller shall have the right to cut and remove any locks and replace the same [and Seller shall then provide keys or other access devices to the replacements to the City]).

The City and Seller agree that a sliding gate with lock(s) at the point at which the access road, on its north end, leads into the fenced in portion of the Permanent Easement Parcel (as defined in the Water Facilities and Access Easement Agreement) shall be constructed in the area depicted on Exhibit K-2 attached hereto and made a part hereof at the same time the fencing around the Permanent Easement Parcel is built, at Seller's expense (and no expense to the City), to allow both (a) the Seller and Seller's successors, assigns, and tenants unrestricted, unimpeded and clear vehicular and pedestrian access to the Water Facilities Improvements presently located therein and any improvements authorized under the Water Facilities and Access Easement Agreement and to the Pond when such access is required from time to time, and (b) City and the City's successors, assigns, contractors and subcontractors access to the Pond through such fenced off portion of the Permanent Easement Parcel in accordance with Section 2.05 of the Water Facilities and Access Easement Agreement, or as Seller may otherwise reasonably consent (provided that in no instance shall Seller be required to consent to a right of access for the general public). SCI shall provide keys or other access devices to the foregoing lock(s) and gate (and, if keys or other access devices are not provided by SCI to the City, City shall have the right to cut and remove any locks and replace the same [and City shall then provide keys or other access devices to the replacements to SCI]).

No later than twelve (12) months after the Closing Date, the Commissioner or Zoning Administrator shall introduce to City Council a zoning map amendment that will rezone the Nature Preserve Property to POS-1 (Regional and Community Parks) and shall thereafter recommend and pursue the approval of such POS-1 rezoning.

The parties' obligations under this Section 8.01 shall survive the Closing Date.

ARTICLE 9. Notices

Section 9.01 All notices, requests, and other writings required under this Agreement (including any notices of the termination) must be in writing and shall be deemed validly given on the date posted if sent by certified mail, return receipt requested, or by personal delivery, or by nationally-recognized overnight delivery service addressed as follows (or any other address within the United States that the party to be notified may have designated to the sender by like notice):

PURCHASER:

Commissioner
Department of Housing and Economic
Development
City of Chicago
121 N. LaSalle Street, Room 1000
Chicago, IL 60602
Telephone: (312) 744-9476
Email: andrew.mooney@cityofchicago.org

AND TO:

Steven J. Holler
Deputy Corporation Counsel
City of Chicago

121 N. LaSalle Street, Room 600
Chicago, IL 60602
Telephone: (312) 744-6934
Email: steven.holler@cityofchicago.org

SELLER: SCI Management
Attn: Joe Hayes/Legal Dept.
1929 Allen Parkway, 7th Floor
Houston, Texas 77019
Telephone: (713) 525-5275
Email: joseph.hayes@sci-us.com

WITH COPIES TO: SCI Management
Attn: Stephen Webster/Real Estate Dept.
1929 Allen Parkway, 7th Floor
Houston, Texas 77019
Telephone: (713) 525-5277
Email: steve.webster@sci-us.com

WITH COPIES TO: Jay A. Gitles
Seyfarth Shaw LLP
131 South Dearborn Street, Suite 2400
Chicago, Illinois 60603
Telephone: (312) 460-5937
Email: jgitles@seyfarth.com

AND TO: William Ryan
Ryan and Ryan
33 North Dearborn Street, Suite 1530
Chicago, Illinois 60602
Telephone: (312) 236-1386
Email: wryan@ryanryanlaw.com

ARTICLE 10. Default and Remedies

Section 10.01 Seller's Remedies. If Purchaser defaults in its obligations under this Agreement prior to the Closing Date, and such default is not cured within thirty (30) days of its receipt of written notice of such default by Seller, Seller, at Seller's sole option, may elect to terminate this Agreement, whereupon the parties shall return to the jurisdiction of the Circuit Court of Cook County, Illinois (County Department – Law Division) in Case Number 05 L 050750.

Section 10.02 Purchaser's Remedies. If Seller defaults in its obligations under this Agreement prior to the Closing Date, and such default is not cured within thirty (30) days of its receipt of written notice of such default by Purchaser, Purchaser, at the Purchaser's sole option, may elect either of the following remedies: (a) Purchaser may terminate this Agreement,

whereupon the parties shall return to the jurisdiction of the Circuit Court of Cook County, Illinois (County Department – Law Division) in Case Number 05 L 050750, and, if the Senior Housing/Institutional Parcel has been rezoned to RM-5, may rezone such parcel to RS-1; or (b) the Purchaser may, within the jurisdiction of the Circuit Court of Cook County, Illinois (County Department – Law Division) in Case Number 05 L 050750, seek the specific performance of the terms of the Agreed Order and this Agreement (including all Exhibits attached hereto and made a part hereof).

Section 10.03 Jurisdiction To Enforce Agreement Retained By Condemnation Court. Purchaser and Seller each acknowledges and agrees that pursuant to the Agreed Order in the Condemnation Proceeding, the Circuit Court of Cook County, Illinois (County Department – Law Division) shall retain jurisdiction of the matter to enforce the terms of this Agreement before and, as to those provisions which survive the Closing Date, after the Closing Date (including all Exhibits attached hereto and made a part hereof). The agreement set forth in this Section 10.03 shall survive the Closing Date.

ARTICLE 11. Miscellaneous

Section 11.01 Jurisdiction and Venue. The jurisdiction and venue for any disputes arising hereunder shall be solely in the federal and state courts located in Cook County Illinois.

Section 11.02 Amendment. Any future modifications of this Agreement shall be only by writing signed by both parties and such changes shall also be amended in the Agreed Order (unless both parties otherwise agree and evidence such agreement in such written amendment).

Section 11.03 Governing Law. This Agreement shall be governed by the laws of the State of Illinois.

Section 11.04 Captions. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

Section 11.05 Date of Agreement. This Agreement shall be deemed effective and binding (subject to Article 6 of this Agreement) on the date that the Agreement has been accepted and signed by both Seller and Purchaser.

Section 11.06 Performance. The parties agree that time is of the essence of this Agreement, including without limitation as to the outside Closing Date specified in Section 4.01.

Section 11.07 Survival. Except as where specifically provided in this Agreement to survive the Closing Date, all limited representations, warranties, agreements, and obligations of the parties contained in this Agreement shall not survive the Closing Date. For purposes of certainty, the Agreed Order, the Water Facilities and Access Easement Agreement, the Setback Area Agreement, and the Fencing Easement Agreement shall all survive the Closing Date in accordance with their terms and conditions.

Section 11.08 **Litigation Costs.** In the event of any action or proceeding at law or in equity, between Seller and Purchaser to (a) enforce any provision of this Agreement, the Agreed Order, or otherwise relating to the acquisition of the Nature Preserve Property, the Water Facilities and Access Easement Agreement, the Fencing Easement Agreement, or the Setback Area Agreement or (b) protect or establish any right or remedy of either party (including without limitation the Zoning Change), the prevailing party shall be entitled to recover its costs of suit and reasonable attorneys' fees, except as may otherwise be provided in the Agreed Order.

Section 11.09 **Counterparts.** This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11.10 **Calendar Days.** Whenever under the terms of this Agreement the time for performance of a covenant or condition or for giving a notice falls on a Saturday, Sunday or holiday, such time for performance or giving of notice shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

Section 11.11 **Conflict of Interest/Limitation of Liability.** No member, official or employee of the City shall (a) have any personal interest, direct or indirect, in this Agreement; (b) participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested, or (c) be personally liable to Seller or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Seller or successor or on any obligation under the terms of this Agreement. Prior to the Closing Date, redress for any claims against Seller under this Agreement shall only be made against Seller to the extent of Seller's interest in Nature Preserve Property. After the Closing Date, redress for any claims against Seller shall only be made against Seller to the extent of Seller's interest in the Senior Housing/Institutional Parcel. The obligations of Seller under this Agreement shall not be personally binding on, nor shall any resort be had to the private properties of, any of its trustees or board of directors and officers, as the case may be, or any beneficiaries, stockholders, employees or agents of Seller.

Section 11.12 **Broker's Fees.** The Seller and the City each represents to the other that it has not engaged the services of any finder or broker with respect to the purchase of the Nature Preserve Property and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of the acquisitions of any portion of the Nature Preserve Property, and each agrees to indemnify and hold the other harmless from such commissions or fees as are alleged to be due from the party making such representations.

Section 11.13 **Successors and Assigns.** The terms, conditions, covenants and restrictions of this Agreement shall extend and apply to and bind the successors and assigns of the Purchaser and the successors and assigns of Seller.

Section 11.14 **Severability.** If any immaterial provision of the Agreement, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be

construed as if such invalid part were never included herein, and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 11.15 No Partnership or Joint Venture. The parties are not partners, fiduciaries or joint venturers, and nothing in this Agreement creates or will create the relation of partners, fiduciaries or joint venturers among or between the parties. Without limiting the generality of the foregoing, each is acting independently, is obligated to separately account for their respective activities for tax and other purposes, and expressly disclaim any fiduciary duty to the other.

Section 11.16 No Third Party Beneficiaries. Subject to the next sentence, the terms, conditions, obligations and benefits of this Agreement are intended solely for the parties hereto. Except for the Chicago Park District which, as the intended end user and owner of the Nature Preserve Property, is an intended third party beneficiary of this Agreement and which shall be entitled to enforce the provisions hereof, no other third party is an intended beneficiary of this Agreement nor is entitled to enforce any provision hereof.

Section 11.17 Recitals. The Recitals at the start of this Agreement are incorporated herein by reference and constitute a material part of this Agreement.

Section 11.18 Detrimental Reliance. The terms of Paragraph H of the Agreed Order are incorporated herein by reference.

ARTICLE 12. Required City Provisions

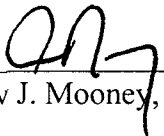
Section 12.01 The required City provisions attached as Exhibit O and made a part hereof are incorporated herein by reference as if fully set forth herein.

[SIGNATURES APPEAR ON NEXT PAGE]

This Purchase and Sale Agreement for West Ridge Nature Preserve is executed and delivered as of the date first written above.

PURCHASER:

City of Chicago, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Housing and Economic Development

By:  _____
Andrew J. Mooney, Commissioner

SELLER:

SCI Illinois Services, Inc., an Illinois corporation

By: _____
Michael L. Decell, Vice President

This Purchase and Sale Agreement for West Ridge Nature Preserve is executed and delivered as of the date first written above.

PURCHASER:

City of Chicago, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Housing and Economic Development

By: _____
Andrew J. Mooney, Commissioner

SELLER:

SCI Illinois Services, Inc., an Illinois corporation

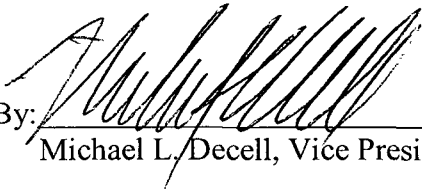
By:  _____
Michael L. Decell, Vice President

EXHIBIT A-1

Legal Description of Cemetery Property

[SEE ATTACHED]

EXHIBIT A-1

CEMETERY PROPERTY

THAT PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 6, AND THE NORTHWEST 1/4 OF SECTION 7, ALL IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 7, SAID POINT ALSO BEING THE SOUTHWEST CORNER THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH $01^{\circ} 43' 39''$ WEST, 2,421.08 FEET, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH $88^{\circ} 16' 21''$ EAST, 50.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 233.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, FOR THE POINT OF BEGINNING; THENCE NORTH $01^{\circ} 43' 39''$ WEST, 200.00 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF WEST PETERSON AVENUE, SAID POINT BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH $88^{\circ} 12' 34''$ EAST, 3,886.30 FEET, ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE RAILROAD; THENCE SOUTH $01^{\circ} 36' 35''$ EAST, 2,625.76 FEET, ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WEST BRYN MAWR AVENUE; THENCE SOUTH $88^{\circ} 16' 55''$ WEST, 1,260.23 FEET, ALONG SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE BEING 8.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NORTH DAMEN AVENUE, SAID LINE BEING THE WEST LINE OF THE SOUTHEAST

1/4 OF SAID SECTION 6; THENCE SOUTH 01°37'00" EAST, 8.00 FEET, ALONG SAID RIGHT OF WAY LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE SOUTH 01°44'00" EAST, 430.17 FEET, ALONG SAID WESTERLY RIGHT OF WAY LINE, SAID LINE ALSO BEING THE EAST LINE OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 7, TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH BOWMANVILLE AVENUE; THENCE SOUTH 54°33'51" WEST, 1,600.76 FEET, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE TO A BEND POINT, SAID POINT BEING THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH BOWMANVILLE AVENUE AND THE NORTHERLY EXTENSION OF THE CENTER LINE OF NORTH LEAVITT STREET; THENCE SOUTH 58° 57' 18" WEST, 223.51 FEET, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH 12° 20' 42" WEST, 91.44 FEET; THENCE SOUTH 88° 27' 21" WEST, 68.15 FEET; THENCE SOUTH 31° 02' 42" EAST, 120.17 FEET, TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH BOWMANVILLE AVENUE; THENCE SOUTH 58° 57' 18" WEST, 508.66 FEET, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH 01° 56' 32" WEST, 239.08 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 2 CHAINS OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE SOUTH 88° 27' 21" WEST, 335.29 FEET, ALONG THE SOUTH LINE OF THE NORTH 2 CHAINS AFORESAID; THENCE SOUTH 01° 58' 07" EAST, 102.00 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 234.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE SOUTH 88° 27' 21" WEST, 275.94 FEET, ALONG THE SOUTH LINE OF THE NORTH 234.00 FEET AFORESAID, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 02° 11' 53" WEST, 234.02 FEET, ALONG SAID RIGHT OF WAY LINE, TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE SOUTH 88° 27' 21" WEST, 11.00 FEET, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 02° 11' 53" WEST, 1,326.77 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 01°43'39" WEST, 2,221.19 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE TO A BEND POINT, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 6, AND ALSO BEING 433.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 01°25'13" EAST, 200.31 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID PARCEL CONTAINING 306.135 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY IS THE SAME PROPERTY LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF SURVEY OF PART OF ROSEHILL CEMETERY PREPARED BY C3 CORPORATION (REV. 2 09/05/11).

The Cemetery Property also includes that real property located north of West Peterson Avenue and described below:

THAT PART OF THE EAST HALF OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, LYING SOUTH OF THE SOUTH LINE OF GRANVILLE AVENUE AS OPENED BY CASE 109247 IN SUPERIOR COURT ON APRIL 12, 1887 AND NORTH OF THE NORTH LINE OF PETERSON AVENUE AS OF JANUARY 21, 1883 AND LYING EAST OF A LINE 48 FEET EAST OF AND PARALLEL TO THE WEST LINE OF OAKLEY AVENUE AS DEDICATED BY W.F. KAISER AND COMPANY'S 5TH ADDITION TO ARCADIA TERRACE, DATED JANUARY 15, 1916 AND RECORDED JANUARY 12, 1916 AS DOCUMENT NO. 5785307 (EXCEPTING THEREFROM THAT PART OF PARCEL 9 FALLING IN THE FOLLOWING DESCRIBED TRACT; COMMENCING AT A POINT 33 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND 15 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE DUE EAST 30 FEET; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT 53 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND 15 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE DUE NORTH 20 FEET TO THE POINT OF COMMENCEMENT, ALL LYING IN SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF WIETOR'S GRANVILLE ADDITION TO NORTH EDGEWATER, DATED AUGUST 25, 1924 AND RECORDED OCTOBER 18, 1924 AS DOCUMENT NO. 8636160 AND LYING NORTH OF THE NORTH LINE OF PETERSON AVENUE AS OF JANUARY 21, 1883 AND LYING WEST OF THE EAST 65 2/3 RODS OF THE NORTHWEST 1/4 OF SECTION 6 AFORESAID, IN COOK COUNTY, ILLINOIS.

EXHIBIT A-2

Legal Description of Nature Preserve Property

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 01° 43' 39" WEST, 710.00 FEET, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 88° 16' 21" EAST, 39.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88° 16' 21" EAST, 475.00 FEET; THENCE NORTH 66° 00' 00" EAST, 160.00 FEET; THENCE NORTH 00° 00' 00" EAST, 198.00 FEET; THENCE NORTH 66° 00' 00" WEST, 128.00 FEET; THENCE NORTH 00° 00' 00" EAST, 372.00 FEET; THENCE SOUTH 90° 00' 00" WEST, 132.00 FEET; THENCE NORTH 00° 00' 00" EAST, 122.00 FEET; THENCE NORTH 42° 00' 00" EAST, 92.00 FEET; THENCE NORTH 00° 00' 00" EAST, 332.00 FEET; THENCE NORTH 29° 00' 00" EAST, 217.00 FEET; THENCE NORTH 12° 00' 00" EAST, 112.00 FEET; THENCE NORTH 11° 00' 00" WEST, 116.00 FEET; THENCE NORTH 29° 14' 54" WEST, 103.34 FEET TO A POINT THAT IS 233.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 88° 12' 34" WEST, 530.29 FEET, PARALLEL WITH SAID NORTH LINE AFORESAID, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 233.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 01° 25' 13" WEST, 200.31 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE TO A BEND POINT, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 433.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 01° 43' 39" EAST, 1,511.07 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, CONTAINING 20.585 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY IS THE SAME PROPERTY AS (A) THE EXCEPTION PARCEL LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF SURVEY OF PART OF ROSEHILL CEMETERY PREPARED BY C3 CORPORATION (REV. 2, 09/5/11), (B) THE NATURE PRESERVE PROPERTY (a/k/a EXCEPTION TO ROSEHILL CEMETERY, PARK DISTRICT PARCEL) LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF ROSEHILL CEMETERY DETAIL B PREPARED BY C3 CORPORATION (REV. 2, 09/05/11) and (C) THE NATURE PRESERVE PROPERTY LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF NATURE PRESERVE PROPERTY, PERMANENT EASEMENT PARCEL, DRAINAGE EASEMENT AREA, SETBACK AREA, TEMPORARY FENCING ACCESS AREA, FENCING EASEMENT AREA AND FENCING BOUNDARIES PREPARED BY C3 CORPORATION (REV. 5, 09/06/11).

EXHIBIT A-3

Legal Description of Senior Housing/Institutional Parcel

[SEE ATTACHED]

EXHIBIT A-3

SENIOR HOUSING/INSTITUTIONAL PARCEL

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 01° 43' 39" WEST, 710.00 FEET, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 88° 16' 21" EAST, 39.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE SOUTHWEST 1/4 OF SAID SECTION 6, FOR THE POINT OF BEGINNING OF PARCEL "C"; THENCE NORTH 87° 48' 07" EAST, 630.00 FEET; THENCE SOUTH 02° 11' 53" EAST, 140.00 FEET; THENCE NORTH 87° 48' 07" EAST, 165.00 FEET; THENCE SOUTH 02° 11' 53" EAST, 68.00 FEET; THENCE NORTH 87° 09' 37" EAST, 398.51 FEET; THENCE SOUTH 31° 02' 42" EAST, 141.56 FEET, TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH BOWMANVILLE AVENUE; THENCE SOUTH 58° 57' 18" WEST, 192.30 FEET, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH 12° 20' 42" WEST, 91.44 FEET; THENCE SOUTH 88° 27' 21" WEST, 68.15 FEET; THENCE SOUTH 31° 02' 42" EAST, 120.17 FEET, TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH BOWMANVILLE AVENUE; THENCE SOUTH 58° 57' 18" WEST, 508.66 FEET, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH 01° 56' 32" WEST, 239.08 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 2 CHAINS OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE SOUTH 88° 27' 21" WEST, 335.29 FEET, ALONG THE SOUTH LINE OF THE NORTH 2 CHAINS AFORESAID; THENCE SOUTH 01° 58' 07" EAST, 102.00 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 234.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE SOUTH 88° 27' 21" WEST, 275.94 FEET, ALONG THE SOUTH LINE OF THE NORTH 234.00 FEET AFORESAID, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 02° 11' 53" WEST, 234.02 FEET, ALONG SAID RIGHT OF WAY LINE, TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE SOUTH 88° 27' 21" WEST, 11.00 FEET, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 02° 11' 53" WEST, 302.00 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, CONTAINING 11.319 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY IS THE SAME PROPERTY AS THE PROPERTY LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF SURVEY OF PART OF ROSEHILL CEMETERY DETAIL A PREPARED BY C3 CORPORATION (REV. 2 09/05/11) (a/k/a PARCEL "C" GROSS BOUNDARY).

The above described parcel is also the same parcel described as "Parcel C" on Exhibit 1 to that certain Declaration of Covenants and Restrictions made as of June 11, 1990 by Rosehill Cemetery Company and recorded in the Recorder's Office of Cook County on July 17, 1990 as document no. 90341225, as amended by the the First Amendment to Declaration of Covenants and Restrictions made as of April 1, 1991 by Rosehill Cemetery Company and recorded in the Recorder's Office of Cook County on April 17, 1991 as document no. 91177219, and depicted as "Parcel C" in the Plat of Survey prepared by Gremley & Biedermann (Order No. 893065) date December 14, 1989, and depicted as "Parcel C" in that survey prepared by National Survey Service, Inc. dated June 3, 2008. Any differences in metes and bounds calls are attributable to two (2) factors. One, the accuracy of the equipment used for the re-survey and two, the co-ordinate system used. The Gremley & Biedermann survey was probably completed based on a "Local Co-Ordinate System". The re-survey was based on "State Plane – Illinois East Zone" system. Both the Gremley & Biedermann survey and the Re-survey by C3 Corporation are of the same parcel.

EXHIBIT A-4

Legal Description of Maintenance Facility Parcel

[SEE ATTACHED]

EXHIBIT A-4
MAINTENANCE FACILITY PARCEL

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 01° 43' 39" WEST, 710.00 FEET, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 88° 16' 21" EAST, 39.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88° 16' 21" EAST, 208.71 FEET; THENCE SOUTH 01°43'39" EAST, 208.71 FEET; THENCE SOUTH 88°16'21" WEST, 208.71 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 01°43'39" WEST, 208.71 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, CONTAINING 1.000 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY IS THE SAME PROPERTY AS THE PROPERTY LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF PART OF ROSEHILL CEMETERY DETAIL E PREPARED BY C3 CORPORATION (REV. 2 09/05/11).

EXHIBIT A-5

**Legal Description of Remaining Cemetery Property
(= Cemetery Property excluding Nature Preserve Property)**

[SEE ATTACHED]

EXHIBIT A-5

REMAINING CEMETERY PROPERTY

THAT PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 6, AND THE NORTHWEST 1/4 OF SECTION 7, ALL IN TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 7, SAID POINT ALSO BEING THE SOUTHWEST CORNER THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH $01^{\circ} 43' 39''$ WEST, 2,421.08 FEET, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH $88^{\circ} 16' 21''$ EAST, 50.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 233.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, FOR THE POINT OF BEGINNING; THENCE NORTH $01^{\circ} 43' 39''$ WEST, 200.00 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF WEST PETERSON AVENUE, SAID POINT BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH $88^{\circ} 12' 34''$ EAST, 3,886.30 FEET, ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE RAILROAD; THENCE SOUTH $01^{\circ} 36' 35''$ EAST, 2,625.76 FEET, ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WEST BRYN MAWR AVENUE; THENCE SOUTH $88^{\circ} 16' 55''$ WEST, 1,260.23 FEET, ALONG SAID NORTHERLY RIGHT OF WAY LINE, SAID LINE BEING 8.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NORTH DAMEN AVENUE, SAID LINE BEING THE WEST LINE OF THE SOUTHEAST

1/4 OF SAID SECTION 6; THENCE SOUTH 01°37'00" EAST, 8.00 FEET, ALONG SAID RIGHT OF WAY LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE SOUTH 01°44'00" EAST, 430.17 FEET, ALONG SAID WESTERLY RIGHT OF WAY LINE, SAID LINE ALSO BEING THE EAST LINE OF THE NORTHWEST 1/4 OF AFOREMENTIONED SECTION 7, TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH BOWMANVILLE AVENUE; THENCE SOUTH 54°33'51" WEST, 1,600.76 FEET, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE TO A BEND POINT, SAID POINT BEING THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH BOWMANVILLE AVENUE AND THE NORTHERLY EXTENSION OF THE CENTER LINE OF NORTH LEAVITT STREET; THENCE SOUTH 58° 57' 18" WEST, 223.51 FEET, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH 12° 20' 42" WEST, 91.44 FEET; THENCE SOUTH 88° 27' 21" WEST, 68.15 FEET; THENCE SOUTH 31° 02' 42" EAST, 120.17 FEET, TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF NORTH BOWMANVILLE AVENUE; THENCE SOUTH 58° 57' 18" WEST, 508.66 FEET, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH 01° 56' 32" WEST, 239.08 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 2 CHAINS OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE SOUTH 88° 27' 21" WEST, 335.29 FEET, ALONG THE SOUTH LINE OF THE NORTH 2 CHAINS AFORESAID; THENCE SOUTH 01° 58' 07" EAST, 102.00 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 234.00 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE SOUTH 88° 27' 21" WEST, 275.94 FEET, ALONG THE SOUTH LINE OF THE NORTH 234.00 FEET AFORESAID, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 02° 11' 53" WEST, 234.02 FEET, ALONG SAID RIGHT OF WAY LINE, TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE SOUTH 88° 27' 21" WEST, 11.00 FEET, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 7, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 02° 11' 53" WEST, 1,326.77 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE NORTH 01°43'39" WEST, 2,221.19 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE TO A BEND POINT, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF AFOREMENTIONED SECTION 6, AND ALSO BEING 433.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 01°25'13" EAST, 200.31 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID PARCEL CONTAINING 306.135 ACRES, MORE OR LESS.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL:
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 01° 43' 39" WEST, 710.00 FEET, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 88° 16' 21" EAST, 39.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88° 16' 21" EAST, 475.00 FEET; THENCE NORTH 66° 00' 00" EAST, 160.00 FEET; THENCE NORTH 00° 00' 00" EAST, 198.00 FEET; THENCE NORTH 66° 00' 00" WEST, 128.00 FEET; THENCE NORTH 00° 00' 00" EAST, 372.00 FEET; THENCE SOUTH 90° 00' 00" WEST, 132.00 FEET; THENCE NORTH 00° 00' 00" EAST, 122.00 FEET; THENCE NORTH 42° 00' 00" EAST, 92.00 FEET; THENCE NORTH 00° 00' 00" EAST, 332.00 FEET; THENCE NORTH 29° 00' 00" EAST, 217.00 FEET; THENCE NORTH 12° 00' 00" EAST, 112.00 FEET; THENCE NORTH 11° 00' 00" WEST, 116.00 FEET; THENCE NORTH 29° 14' 54" WEST, 103.34 FEET TO A POINT THAT IS 233.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 88° 12' 34" WEST, 530.29 FEET, PARALLEL WITH SAID NORTH LINE AFORESAID, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 233.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 01° 25' 13" WEST, 200.31 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE TO A BEND POINT, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 433.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 01° 43' 39" EAST, 1,511.07 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, CONTAINING 20.585 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY IS THE SAME PROPERTY LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF SURVEY OF PART OF ROSEHILL CEMETERY PREPARED BY C3 CORPORATION (REV. 2 09/05/11), EXCLUDING THE NATURE PRESERVE PROPERTY (a/k/a PARK DISTRICT PARCEL) EXCEPTION PARCEL DESCRIBED AND DEPICTED THEREIN.

EXHIBIT B

Fencing Easement Agreement

[SEE ATTACHED]

EXHIBIT B

**Prepared by and After
Recording Return to:**

**Steven J. Holler
Deputy Corporation Counsel
City of Chicago
Department of Law
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
(312) 744-6934**

Above Space For Recorder's Use Only

FENCING EASEMENT AGREEMENT

This **FENCING EASEMENT AGREEMENT** (this "Easement Agreement") is made, granted and conveyed this ____ day of _____, 2011 by **SCI ILLINOIS SERVICES, INC.**, an Illinois corporation ("SCI"), for the benefit of the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government ("City").

RECITALS

A. SCI owns the real property commonly known as Rosehill Cemetery located generally south and north of West Peterson Avenue, west of North Ravenswood Avenue, north of West Bowmanville Avenue, and east of North Western Avenue in Chicago, Illinois (the "Cemetery Property").

B. Pursuant to that certain Purchase and Sale Agreement dated September 7, 2011 (the "Purchase Agreement"), SCI has sold and the City has purchased the real property located within the Cemetery Property and legally described in Exhibit A attached hereto and made a part hereof (the "Nature Preserve Property").

C. The City has acquired the Nature Preserve Property for the sole and restricted purpose of creating and operating a nature preserve and public park only. On or after the date of this Easement Agreement, the City shall convey the Nature Preserve Property to the Chicago Park District ("CPD"), which shall, after such conveyance, own and operate such nature preserve and public park (for the sole and restricted purpose of creating and operating a nature preserve and public park only).

D. After such acquisition of the Nature Preserve Property by the City, certain fencing will be necessary to the separation, operation, use and enjoyment of the Nature Preserve Property and the remaining Cemetery Property (the "Remaining Cemetery Property") to physically separate the Nature Preserve Property from the Remaining Cemetery Property.

E. Pursuant to the Purchase Agreement, in consideration of the Cash Payment described therein (and as defined therein), the Zoning Change described therein (and as defined therein) and for the purposes described above, SCI has agreed to grant and convey to the City the easement interests described herein and the City has agreed to the terms, provisions and obligations set forth in this Easement Agreement.

NOW, THEREFORE, in consideration of the City's purchase and SCI's sale of the Nature Preserve Property, the Zoning Change and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1. GRANT

Section 1.01 **Grant of Fencing Easement.** SCI hereby grants and conveys to the City a temporary access easement for ingress and egress from the N. Western Avenue and W. Bryn Mawr Avenue entrance to and over the cemetery roads depicted on Exhibit B (such roads, the "Temporary Fencing Access Area"), and to and over the shaded land area depicted on Exhibit B attached hereto and made a part hereof (such land, the "Fencing Easement Area") for the sole purpose of enabling the City (and the City's contractors and subcontractors) to enter onto the Fencing Easement Area to initially construct the City's fencing required under Article 8 of the Purchase Agreement, which fencing shall be located on the City-owned side (or CPD-owned side) of the boundary line between the Remaining Cemetery Property and the Nature Preserve Property (the "Fencing Easement"). The Fencing Easement Area includes a sixty foot (60') wide (from north to south) parcel depicted on Exhibit B that SCI has agreed to include even though a portion of such parcel is outside the thirty foot (30') setback line. This parcel shall only be included as part of the Fencing Easement Area for purposes of this Section 1.01, and shall not be included as part of the Fencing Easement Area for purposes of Section 1.02 below. The Fencing Easement shall terminate not later than twenty-four (24) months after the date of SCI's conveyance of the Nature Preserve Property to the City. The City shall construct (or cause the CPD to construct) a fence at least six feet (6') in height, with no spiked top, made of powder-coated black chain link or black vinyl coated chain link. As part of such temporary construction and access easement right, the City or the CPD may remove trees and vegetation located entirely on the Nature Preserve Property impeding construction or maintenance of the fence. Neither the City nor the CPD may cut down or otherwise remove trees or vegetation located on the Remaining Cemetery Property except upon the prior written approval of SCI. Until such fences, a gate over the existing access road at the southeast entrance to the Nature Preserve Property and SCI's access easement at such point, related locks and separating barriers are constructed, neither the City nor CPD (or any other party) shall be entitled to open the Nature Preserve to the general public. After initial construction of such fence, the City (or after a conveyance to the CPD, the CPD) shall, at City's (or CPD's) sole cost and expense, maintain such fence in good condition and repair, including reconstruction, repair and replacement from the Nature Preserve Property

whenever practicable; provided, however, that SCI, at its sole cost and expenses shall repair (and if necessary reconstruct and replace) any damage to this fence caused by SCI or property located on the Remaining Cemetery Property.

Section 1.02 Grant of Limited Right of Access. When access to the Fencing Easement Area is required for the City's performance of its fence maintenance obligations after the expiration of the term of the Fencing Easement as described in Section 1.01, and the City (or CPD) cannot reasonably access the Fencing Easement Area from the Nature Preserve Property, upon not less than two (2) business days' notice by the City (or CPD) to SCI, the City (or CPD) shall have a limited right of access from the N. Western Avenue and W. Bryn Mawr Avenue entrance, to and over the Temporary Fencing Access Area and such portion of such Fencing Easement Area as is necessary for the City (or CPD) to perform such obligations, provided, however, that such access shall only be permitted during the Remaining Cemetery Property's normal hours of operation of 8:00 am to 4:00 pm as may be changed from time to time (unless immediate life threatening conditions should require immediate access). The City or the CPD may remove trees and vegetation that are located entirely on the Nature Preserve Property impeding maintenance of the fence consistent with the applicable provisions set forth in Section 1.01 for tree and vegetation removal. The right of entry period described in this Section 1.02 shall last for ten (10) years beyond the twenty-four (24) month period described in Section 1.01 above. During such ten (10) year period, as burials occur in the Fencing Easement Area, the Fencing Easement Area shall thereafter be deemed to exclude, and the City and CPD shall have no right of access to or over, the portion of such Fencing Easement Area in which such burials are located. The City (or CPD) shall cooperate in signing one or more amendments to this Agreement to reflect the deletion of any such excluded Fencing Easement Area. The ten (10) year right of entry period under this Section 1.02 is subject to successive one-year (1) written extensions by mutual written agreement between the parties, in each party's sole discretion, and if agreed to, shall be evidenced by a recorded memorandum of such extension.

Section 1.03 Coordination. Neither the City nor CPD shall interfere with SCI's operations or burial services. The City/CPD Parties shall coordinate scheduling access to the Remaining Cemetery Property with SCI so that the City/CPD Parties are not performing construction, reconstruction, maintenance, repairs or replacements of the fencing work on the Nature Preserve Property or Remaining Cemetery Property within 1,000 feet of any burial service. SCI may have a representative accompany the City/CPD Parties during the course of the aforesaid fencing-related work to confirm such parties' due care. Such 1,000 foot radius restriction shall not apply to burial services located in any portion of the Remaining Cemetery Property located north of W. Peterson Avenue. For purposes of carrying out their respective obligations under Section 1.01 or 1.02, the City/CPD Parties shall coordinate access to the Nature Preserve Property and Remaining Cemetery Property directly with SCI's representative, Diane Comer, at the following email address (diane.comer@sci-us.com) or telephone numbers: (a) 773.561.5940 (office #1), (b) 708.422.9051 (office #2) or (c) 708.638.8657 (mobile). If Ms. Comer is unavailable, the City/CPD Parties shall coordinate access to the Nature Preserve Property and Remaining Cemetery Property directly with SCI's representative, David Klein, at the following email address (david.klein@sci-us.com) or telephone numbers: (a) 630.653.3424 (office) or (b) 708.203.7548 (mobile). By notice to the City and CPD, SCI may change from time to time the people with whom the City shall coordinate access to the Remaining Cemetery Property. The City, as to its activities, and the CPD, as to its activities, hereby agrees to

indemnify, defend and hold SCI harmless from and against any claims or actions resulting from such party's (or such party's contractors and subcontractors) activities pursuant to this Easement Agreement including without limitation access to the Fencing Easement Area and Remaining Cemetery Property (or injuries or damages relating thereto), together with costs of suit and attorneys' fees reasonably incurred by SCI in connection therewith or defense thereof.

ARTICLE 2. PURPOSE AND SCOPE

Section 2.01 The Fencing Easement granted in Article 1 shall run with the land and burden the Fencing Easement Area for the benefit of the Nature Preserve Property and the Remaining Cemetery Property. The easement, covenants and obligations set forth in this Easement Agreement, as applicable to the parties, shall be binding upon and shall inure to the benefit of and be enforceable by SCI and the City and all subsequent owners of the Remaining Cemetery Property and the Nature Preserve Property, or any applicable part thereof, and their respective successors and assigns including specifically, as to the City, the CPD. Upon any such succession or assignment, references herein to "SCI" or the "City" shall be construed to refer to such successor or assignee. Upon the City's conveyance of the Nature Preserve Property to CPD, the City shall thereafter be released from any further obligations of the City under this Easement Agreement, excluding only any obligations that may have arisen prior to such conveyance and remain unsatisfied as of the time of such conveyance; provided, however, that notwithstanding any such conveyance, such release shall not be effective until the City (or the CPD) has constructed the fence required under Article 8 of the Purchase Agreement and Section 1.01 of this Easement Agreement. The rights and obligations of entry and access extended to the City (and the CPD) pursuant to the Fencing Easement shall extend to the City's (and the CPD's) agents, contractors and subcontractors that perform any work authorized or required under Section 1.01 (collectively, as applicable, the "City/CPD Parties"). The easements, right of access, covenants and obligations set forth in this Easement Agreement, as applicable to the parties, shall be binding upon and shall inure to the benefit of and be enforceable by SCI and the City and all subsequent owners of the Remaining Cemetery Property and the Nature Preserve Property, or any applicable part thereof, and their respective successors and assigns including specifically, as to the City, the CPD (provided, however, in no event shall the rights, easements, right of access, covenants and obligations set forth in this Easement Agreement inure to the benefit of interment right holders in the Cemetery Property). The Fencing Easement granted in Section 1.01 shall continue for the time period set forth therein, unless earlier terminated in writing by the written agreement of both the City and SCI.

ARTICLE 3. GENERAL

Section 3.01 **Severability.** If any provision of this Easement Agreement not deemed material to either party shall be invalid or unenforceable, to any extent, the remainder of this Easement Agreement, or the application of such term or provision to persons or circumstances shall not be affected thereby, and each term and provision of this Easement Agreement shall be valid and enforceable to the maximum extent permitted by law.

Section 3.02 **Amendment.** This Easement Agreement and the exhibits attached shall not be modified in any manner except by a document executed by SCI and the City (or their respective successors and assigns, as applicable).

Section 3.03 **Recitals.** The recitals are incorporated herein and made a part of this Easement Agreement.

Section 3.04 **No Waiver.** A waiver by the City or SCI of any breach of any provision of this Easement Agreement shall not be deemed a waiver of any breach of any other provision hereof or to limit or affect the right of the City or SCI with respect to any future breach of the same provision or any other provision or other breach and shall not be deemed to be a general waiver.

Section 3.05 **Binding Effect.** Each party represents and warrants to the other that it has been duly authorized and has full power and authority to enter into and be bound by this Easement Agreement, and to perform its obligations hereunder, and that the Easement Agreement is such party's valid and binding obligation, enforceable in accordance with its terms.

Section 3.06 **Notices.** All notices, requests, and other writings required under this Easement Agreement (including any notices of the termination) must be in writing and shall be deemed validly given on the date posted if sent by certified mail, return receipt requested, or by personal delivery, or by nationally-recognized overnight delivery service addressed as follows (or any other address within the United States that the party to be notified may have designated to the sender by like notice):

CITY: Commissioner
Dept. of Housing and Economic Development
City of Chicago
121 N. LaSalle Street
Chicago, IL 60602
(312) 744-5777
andrew.mooney@cityofchicago.org

AND TO: Steven J. Holler
Deputy Corporation Counsel
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, IL 60602
(312) 744-6934
sholler@cityofchicago.org

CPD: Chicago Park District
541 North Fairbanks
Chicago, Illinois 60611
Attn: General Superintendent
(312) 742-4200
michael.kelly@chicagoparkdistrict.com

AND TO: Chicago Park District
Office of the General Counsel
541 North Fairbanks
Chicago, Illinois 60611
Attn: General Counsel
(312) 742-4602
lupe.garcia@chicagoparkdistrict.com

SCI: SCI Management
1929 Allen Parkway, 7th Floor
Houston, Texas 77019
Attention: Real Estate
(713) 525-5277
steve.webster@sci-us.com

WITH COPIES TO: Seyfarth Shaw LLP
131 South Dearborn Street, Suite 2400
Chicago, Illinois 60603
Attention: Jay A. Gitles
(312) 460-5937
jgitles@seyfarth.com

AND TO: Ryan and Ryan
33 North LaSalle Street, Suite 1530
Chicago, Illinois 60602
Attention: William Ryan
(312) 236-1386
wryan@ryanryanlaw.com

Section 3.07 **Jurisdiction and Venue.** The jurisdiction and venue for any disputes arising hereunder shall be solely in the federal and state courts located in Cook County Illinois.

Section 3.08 **Governing Law.** This Easement Agreement shall be governed by the laws of the State of Illinois.

Section 3.09 **Captions.** Section captions used in this Easement Agreement are for convenience only and shall not affect the construction of this Easement Agreement.

Section 3.10 **Counterparts.** This Easement Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 3.11 **Conflict of Interest/Limitation of Liability.** No member, official or employee of the City shall (a) have any personal interest, direct or indirect, in this Easement Agreement; (b) participate in any decision relating to this Easement Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested, or (c) be personally liable to SCI or any successor in interest in

the event of any default or breach by the City or for any amount which may become due to SCI or successor or on any obligation under the terms of this Easement Agreement. Redress for any claim against SCI under this Easement Agreement shall be limited to and enforceable only against and to the extent of SCI's interest in the Remaining Cemetery Property. The obligations of SCI under this Easement Agreement are not intended to be and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall SCI be liable to City hereunder for any form of special, indirect or consequential damages.

Section 3.12 Provisions not Merged with Deed. None of the provisions of this Easement Agreement are intended to, nor shall they be merged, by reason of any deed or any judgment order transferring title to any portion of the Nature Preserve Property from SCI to the City or any successor in interest, and said deed or judgment order shall not be deemed to affect or impair the provisions and covenants of this Easement Agreement, or any applicable provisions of that certain Agreed Judgment Order Pursuant To Stipulation dated September ____, 2011 entered in Case No. 05 L 050750 in the Circuit Court of Cook County, Illinois, County Department-Law Division.

Section 3.13 No Partnership or Joint Venture. The parties are not partners, fiduciaries or joint venturers, and nothing in this Easement Agreement creates or will create the relation of partners, fiduciaries or joint venturers among or between the parties. Without limiting the generality of the foregoing, each is acting independently, is obligated to separately account for their respective activities for tax and other purposes, and expressly disclaim any fiduciary duty to the other.

Section 3.14 No Third Party Beneficiaries. Subject to the next sentence, the terms, conditions, obligations and benefits of this Easement Agreement are intended solely for the parties hereto. Except for the CPD, which, as the intended end user and owner of the Nature Preserve Property is an intended third party beneficiary and a permitted assignee of the City's rights and obligations under this Easement Agreement, and which shall be entitled to enforce the provisions hereof after assignment by the City and assumption by the CPD, no other third party is an intended beneficiary of this Easement Agreement nor is entitled to enforce any provision hereof. Upon the City's conveyance of the Nature Preserve Property to the CPD, the CPD shall be deemed to have assumed all of the rights and obligations of the City under this Easement Agreement arising on and after such conveyance date, and references in this Easement Agreement to the City shall be deemed to refer to CPD, unless the context clearly requires otherwise. Upon such conveyance, but subject to the proviso in Article 2 related to the obligation to complete the required fence, the City shall be released from any further duties and obligations to SCI pursuant to this Easement Agreement, excluding only any obligations that may have arisen prior to such conveyance and remain unsatisfied as of the date of such conveyance.

Section 3.15 Insurance and Indemnity. In exercising their rights under this Easement Agreement from time to time, the City/CPD Parties shall proceed at the City/CPD Parties' own sole risk and exercise all reasonable care. The City/CPD Parties shall abide by all reasonable requests and rules of SCI (without any obligation or liability of SCI to make such rules or requests, or for the absence of same). Prior to any actual access over the Remaining Cemetery

Property, the City/CPD Parties (to the extent the City/CPD Parties' carry insurance) shall provide to SCI a certificate of insurance from an insurer, naming SCI as a named additional insured with respect to the activities authorized under this Easement Agreement, providing thirty (30) days advance notice of expiration, termination or cancellation, and containing a waiver of subrogation rights against SCI. SCI acknowledges and agrees that the City and CPD are self-insured. All City or CPD contractors and subcontractors shall provide a minimum of \$2 million of general liability insurance, environmental contractor's pollution liability insurance (when known contamination exists in the area in which work is being done), automobile and Workers Compensation insurance (all such insurance to have commercially reasonable coverage amounts and deductibles) and the City/CPD Parties obtaining such coverage shall remain responsible for payment of all insurance deductible amounts. The City/CPD Parties shall hold SCI harmless and indemnify SCI from and against any loss, claims, expense or liability (including but not limited to causes, damages, lawsuits and the like concerning burial spaces and improvements at the Remaining Cemetery Property), including attorneys' fees, on account of loss or damage to property or injury, including death and disturbance of burials, to persons arising out of the City/CPD Parties' exercise of their rights pursuant to this Easement Agreement from time to time (such indemnified matters, "Any Indemnification Claims or Costs"). SCI shall not be liable for any damage or injury which may be sustained by the City/CPD Parties or other persons resulting from the carelessness, negligence or improper conduct on the part of the City or CPD or the City's or CPD's agents, employees, guests, licensees, invitees, contractors or subcontractors. Notwithstanding anything herein to the contrary, the City/CPD Parties' obligations set forth in this Section 3.15 shall survive termination or expiration of this Easement Agreement, subject to the release provisions applicable to the City set forth in Section 2.01 and Section 3.14 above.

ARTICLE 4. REMEDIES

Section 4.01 Notice of Default. If SCI defaults in its obligations under this Easement Agreement, the City shall give written notice to SCI of such violation, which notice may set forth the corrective action reasonably necessary to cure the violation. If the City defaults in its obligations under this Easement Agreement, SCI shall give written notice to the City of such violation, which notice may set forth the corrective action reasonably necessary to cure the violation.

Section 4.02 Cure Period; Remedies. If the defaulting party fails to cure the default within thirty (30) days after the defaulting party's receipt of notice thereof from the non-defaulting party, the non-defaulting party may, with or without terminating this Easement Agreement, exercise whatever remedies may be available to the non-defaulting party at law and at equity, including, without limitation, seeking injunctive relief or specific performance of the defaulting party's obligations under this Easement Agreement. If the default is one that cannot reasonably be cured within a 30-day period, then so long as the defaulting party initiates such cure within such initial 30-day period and therefore diligently works to cure such violation, such 30-day period shall be extended as appropriate. Upon the occurrence of a default, the non-defaulting party may (but shall not be obligated to) cure such default at the defaulting party's sole expense. Without limiting the generality of the foregoing, the non-defaulting party may, at the non-defaulting party's option, enter into and upon the defaulting party's property if the non-defaulting party determines in its reasonable discretion that the defaulting party is not acting

within a commercially reasonable time to perform anything for which the defaulting party is responsible under this Easement Agreement or to otherwise effect compliance with its obligations under this Easement Agreement and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage to the defaulting party resulting therefrom and the defaulting party agrees to reimburse the non-defaulting party within ten (10) days of the non-defaulting party's demand for any expenses which the non-defaulting party may incur in thus effecting compliance with the defaulting party's obligations under this Easement Agreement. If the defaulting party fails to reimburse the non-defaulting party within ten (10) days of the non-defaulting party's demand for any expenses which the non-defaulting party may incur in effecting compliance with the defaulting party's obligations under this Easement Agreement, interest at the rate of seven percent (7%) per annum shall accrue on the unpaid amount from the date due until the date paid in full.

Section 4.03 **Emergency Enforcement.** If the City or SCI reasonably determines that circumstances require immediate action to prevent or mitigate damage to persons or property on the Nature Preserve Property or the Cemetery Property (as applicable, including any and all easement areas and facilities), the non-defaulting party may pursue its remedies under this Article 4 with notice to the defaulting party (which notice may be verbal in the event of such an emergency condition).

Section 4.04 **Costs of Enforcement.** If SCI or the City shall commence an action against the other arising out of or in connection with this Easement Agreement, the prevailing party shall be entitled to recover its costs of suit and reasonable attorneys' fees.

Section 4.05 **Other Remedies.** The City's exercise of one remedy shall not waive or limit the City's exercise of any other remedy, and the City's forbearance or failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time (provided that all applicable notice and cure periods have expired without cure). SCI's exercise of one remedy shall not waive or limit SCI's exercise of any other remedy, and SCI's forbearance or failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time (provided that all applicable notice and cure periods have expired without cure).

Section 4.06 **Jurisdiction To Enforce Agreement Retained By Condemnation Court.** Notwithstanding anything in this Easement Agreement to the contrary, SCI and the City each acknowledges and agrees that pursuant to that certain Agreed Judgment Order Pursuant To Stipulation dated September ____, 2011 ("Agreed Judgment Order") entered in that certain proceeding filed by the City as Case No. 05 L 050750 in the Circuit Court of Cook County, Illinois, County Department-Law Division, the Circuit Court of Cook County, Illinois (County Department – Law Division) shall retain jurisdiction of the matter to enforce the terms of this Easement Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, SCI and the City have executed this Fencing Easement Agreement as of the date first written above.

SCI ILLINOIS SERVICES, INC., an Illinois corporation

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government acting by and through its Department of Housing and Economic Development

By: _____
Michael L. Decell, Vice President

By: _____
Andrew J. Mooney, Commissioner

This document was prepared by and after recording return to:

Steven J. Holler
Deputy Corporation Counsel
Real Estate and Land Use Division
121 North LaSalle Street
Room 600
Chicago, Illinois 60602
(312) 744-6934

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

I, _____, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Michael L. Decell is personally known to me to be the Vice President of SCI Illinois Services, Inc. (the "SCI"), appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to the authority given to him by SCI, as his free and voluntary act and as the free and voluntary act of SCI, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2011.

Notary Public

My commission expires: _____.

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Andrew J. Mooney, personally known to me to be the Commissioner of the Department of Housing and Economic Development of the City of Chicago, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to the authority given to her by the City of Chicago, as his free and voluntary act and as the free and voluntary act of the City of Chicago, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ___ day of _____, 2011.

Notary Public

My commission expires: _____.

(SEAL)

Exhibit A

Nature Preserve Property

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 01° 43' 39" WEST, 710.00 FEET, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 88° 16' 21" EAST, 39.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88° 16' 21" EAST, 475.00 FEET; THENCE NORTH 66° 00' 00" EAST, 160.00 FEET; THENCE NORTH 00° 00' 00" EAST, 198.00 FEET; THENCE NORTH 66° 00' 00" WEST, 128.00 FEET; THENCE NORTH 00° 00' 00" EAST, 372.00 FEET; THENCE SOUTH 90° 00' 00" WEST, 132.00 FEET; THENCE NORTH 00° 00' 00" EAST, 122.00 FEET; THENCE NORTH 42° 00' 00" EAST, 92.00 FEET; THENCE NORTH 00° 00' 00" EAST, 332.00 FEET; THENCE NORTH 29° 00' 00" EAST, 217.00 FEET; THENCE NORTH 12° 00' 00" EAST, 112.00 FEET; THENCE NORTH 11° 00' 00" WEST, 116.00 FEET; THENCE NORTH 29° 14' 54" WEST, 103.34 FEET TO A POINT THAT IS 233.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 88° 12' 34" WEST, 530.29 FEET, PARALLEL WITH SAID NORTH LINE AFORESAID, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 233.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 01° 25' 13" WEST, 200.31 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE TO A BEND POINT, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 433.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 01° 43' 39" EAST, 1,511.07 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, CONTAINING 20.585 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY IS THE SAME PROPERTY AS (A) THE EXCEPTION PARCEL LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF SURVEY OF PART OF ROSEHILL CEMETERY PREPARED BY C3 CORPORATION (REV. 2, 09/5/11), (B) THE NATURE PRESERVE PROPERTY (a/k/a EXCEPTION TO ROSEHILL CEMETERY, PARK DISTRICT PARCEL) LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF ROSEHILL CEMETERY DETAIL B PREPARED BY C3 CORPORATION (REV. 2, 09/05/11) and (C) THE NATURE PRESERVE PROPERTY LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF NATURE PRESERVE PROPERTY, PERMANENT EASEMENT PARCEL, DRAINAGE EASEMENT AREA, SETBACK AREA, TEMPORARY FENCING ACCESS AREA, FENCING EASEMENT AREA AND FENCING BOUNDARIES PREPARED BY C3 CORPORATION (REV. 5, 09/06/11).

Exhibit B

Depiction of Temporary Access Easement Area and Fencing Easement Area

[SEE EXHIBIT K-1 TO PURCHASE AGREEMENT]

EXHIBIT C

Setback Area Restrictive Covenants Agreement

[SEE ATTACHED]

EXHIBIT C

Prepared by and After
Recording Return to:

Steven J. Holler
Deputy Corporation Counsel
City of Chicago
Department of Law
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
(312) 744-6934

Above Space For Recorder's Use Only

SETBACK AREA RESTRICTIVE COVENANTS AGREEMENT

This SETBACK AREA RESTRICTIVE COVENANTS AGREEMENT (this "Setback Agreement") is made, granted and conveyed this ____ day of _____, 2011 by SCI ILLINOIS SERVICES, INC., an Illinois corporation ("SCI"), for the benefit of the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("City").

RECITALS

A. SCI owns the real property commonly known as Rosehill Cemetery located generally south and north of West Peterson Avenue, west of North Ravenswood Avenue, north of West Bowmanville Avenue, and east of North Western Avenue in Chicago, Illinois (the "Cemetery Property").

B. Pursuant to that certain Purchase and Sale Agreement dated September 7, 2011 (the "Purchase Agreement"), SCI has sold and the City has purchased the real property located within the Cemetery Property and legally described in Exhibit A attached hereto and made a part hereof (the "Nature Preserve Property").

C. The City has acquired the Nature Preserve Property for the sole and restricted purpose of creating and operating a nature preserve and public park only. On or after the date of this Setback Agreement, the City shall convey the Nature Preserve Property to the Chicago Park District ("CPD"), which shall, after such conveyance, own and operate such nature preserve and

public park (for the sole and restricted purpose of creating and operating a nature preserve and public park only).

D. After such acquisition of the Nature Preserve Property by the City, a setback area, restricting the types of cemetery improvements that may be constructed on the portion of the remaining Cemetery Property (the "Remaining Cemetery Property") that is immediately adjacent to the Nature Preserve Property, shall be necessary for the use, separation, operation and enjoyment of the Nature Preserve Property and Remaining Cemetery Property.

E. Pursuant to the Purchase Agreement, in consideration of the Cash Payment described therein (and as defined therein), the Zoning Change described therein (and as defined therein) and for the purposes described above, SCI and the City have agreed to the terms, provisions and obligations described herein.

NOW, THEREFORE, in consideration of the City's purchase and SCI's sale of the Nature Preserve Property, the Zoning Change, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1. SETBACK

Section 1.01 **Setback Area**. That portion of the Remaining Cemetery Property legally described on Exhibit B-1 and depicted on Exhibit B-2 attached hereto and made a part hereof consisting of the first thirty feet (30') of the Remaining Cemetery Property (subject to the limitation in the third to last and next to last sentences of this Section 1.01) that is contiguous to the Nature Preserve Property is herein referred to as the "Setback Area". SCI hereby agrees to limit SCI's use of such Setback Area for cemetery and other ancillary purposes as hereafter described (including without limitation for access, utilities, sidewalks, roadways, landscaping and the like and easements relating thereto) (the "Setback"). SCI covenants that SCI shall not construct, and is hereby restricted from placing or constructing (a) any permanent above-ground burial monuments, individual mausoleums or other permanent improvements (including, without limitation, tombstones, headstones, columns, statues, obelisks, urns, grave markers, and the like) more than six feet (6') in height above the surrounding grade (collectively, such improvements over six feet [6'] feet in height above the surrounding grade, "Ground Burial Monuments"), or any community mausoleum buildings, anywhere in the Setback Area, (b) any permanent Ground Burial Monuments whatsoever (*i.e.*, any permanent improvements that would constitute Ground Burial Monuments, even six feet (6') or less in height above the surrounding grade) within the first five feet (5') of the Setback Area that is contiguous to the Nature Preserve Property, and (c) any tombs, crypts, coffins or similar burial means of interment within the first five feet (5') of the Setback Area that is contiguous to the Nature Preserve Property. Notwithstanding the foregoing, where such thirty foot (30') Setback Area would extend to the north or east side of any existing internal drive in the Remaining Cemetery Property, then the southern or western boundary of such internal drive shall be deemed to be the boundary of the Setback Area at such point, even if this reduces the Setback Area to less than thirty feet (30'). The separate setback areas described above, as limited by the preceding sentence, are depicted on Exhibit B-2. No

permanent maintenance facility buildings shall be constructed in the Setback Area; provided, however, that driveways, parking, loading, outdoor storage and other similar uses shall be permitted in the Setback Area, except the five feet (5') abutting the Nature Preserve Property.

Section 1.02 **Fencing Permitted in Setback Area.** Notwithstanding anything in this Agreement to the contrary, SCI may install and maintain fencing on the Remaining Cemetery Property (including within the Setback Area), subject to the City's limited access rights under Section 1.01 and Section 1.02 of the Fencing Easement Agreement dated September __, 2011 between SCI and the City, provided, however, that SCI shall have the right to install fencing in the portion of the Setback Area where SCI's maintenance building/yard is to be located at southwest corner of Nature Preserve Property at any time on an after the date of this Agreement.

ARTICLE 2. PURPOSE AND SCOPE

The restrictive covenants granted in Article 1 run with the land and burden the Setback Area for the benefit of the Nature Preserve Property only. The covenants and obligations set forth in this Setback Agreement, as applicable to the parties, shall be binding upon and shall inure to the benefit of and be enforceable by SCI and the City and all subsequent owners of the Remaining Cemetery Property and the Nature Preserve Property, or any applicable part thereof, and their respective successors and assigns including specifically, as to the City, the CPD (provided, however, in no event shall the rights, covenants and obligations set forth in this Setback Agreement inure to the benefit of interment right holders in the Remaining Cemetery Property or the public or individuals who use the Nature Preserve Property). Upon any such succession or assignment, references herein to "SCI" or the "City" shall be construed to refer to such successor or assignee. Upon the City's conveyance of the Nature Preserve Property to CPD, the City shall thereafter be released from any further obligations of the City under this Setback Agreement, excluding only any obligations that may have arisen prior to the such conveyance and remain unsatisfied as of the time of such conveyance; provided, however, that notwithstanding any such conveyance, such release shall not be effective until the City (or the CPD) has constructed the fence required under Article 8 of the Purchase Agreement. The restrictions set forth in Article 1 shall continue in perpetuity, unless earlier terminated in writing by the written agreement of both the City and SCI.

ARTICLE 3. GENERAL

Section 3.01 **Severability.** If any provision of this Setback Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, to any extent, the remainder of this Setback Agreement, or the application of such term or provision to persons or circumstances shall not be affected thereby, and each term and provision of this Setback Agreement shall be valid and enforceable to the maximum extent permitted by law.

Section 3.02 **Amendment.** This Setback Agreement and the exhibits attached shall not be modified in any manner except by a document executed by SCI and the City (or their respective successors and assigns, as applicable).

Section 3.03 **Recitals.** The recitals are incorporated herein and made a part of this Setback Agreement.

Section 3.04 **No Waiver.** A waiver by the City or SCI of any breach of any provision of this Setback Agreement shall not be deemed a waiver of any breach of any other provision hereof or to limit or affect the right of the City or SCI with respect to any future breach of the same provision or any other provision or other breach and shall not be deemed to be a general waiver.

Section 3.05 **Binding Effect.** Each party represents and warrants to the other that it has been duly authorized and has full power and authority to enter into and be bound by this Setback Agreement, and to perform its obligations hereunder, and that the Setback Agreement is such party's valid and binding obligation, enforceable in accordance with its terms.

Section 3.06 **Notices.** All notices, requests, and other writings required under this Setback Agreement (including any notices of the termination) must be in writing and shall be deemed validly given on the date posted if sent by certified mail, return receipt requested, or by personal delivery, or by nationally-recognized overnight delivery service addressed as follows (or any other address within the United States that the party to be notified may have designated to the sender by like notice):

CITY: Commissioner
Dept. Housing and Economic Development
City of Chicago
121 N. LaSalle Street
Chicago, IL 60602
(312) 744-9476
andrew.mooney@cityofchicago.org

AND TO: Steven J. Holler
Deputy Corporation Counsel
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, IL 60602
(312) 744-6934
sholler@cityofchicago.org

CPD: Chicago Park District
541 North Fairbanks
Chicago, Illinois 60611
Attn: General Superintendent
(312) 742-4200
michael.kelly@chicagoparkdistrict.com

AND TO: Chicago Park District

Office of the General Counsel
541 North Fairbanks
Chicago, Illinois 60611
Attn: General Counsel
(312) 742-4602
lupe.garcia@chicagoparkdistrict.com

SCI: SCI Management
1929 Allen Parkway, 7th Floor
Houston, Texas 77019
Attention: Real Estate
(713) 525-5277
steve.webster@sci-us.com

WITH COPIES TO: Seyfarth Shaw LLP
131 South Dearborn Street, Suite 2400
Chicago, Illinois 60603
Attention: Jay A. Gitles
(312) 460-5937
jgitles@seyfarth.com

AND TO: Ryan and Ryan
33 North LaSalle Street, Suite 1530
Chicago, Illinois 60602
Attention: William Ryan
(312) 236-1386
wryan@ryanryanlaw.com

Section 3.07 Jurisdiction and Venue. The jurisdiction and venue for any disputes arising hereunder shall be solely in the federal and state courts located in Cook County, Illinois.

Section 3.08 Governing Law. This Setback Agreement shall be governed by the laws of the State of Illinois.

Section 3.09 Captions. Section captions used in this Setback Agreement are for convenience only and shall not affect the construction of this Setback Agreement.

Section 3.10 Counterparts. This Setback Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 3.11 Conflict of Interest/Limitation of Liability. No member, official or employee of the City shall (a) have any personal interest, direct or indirect, in this Setback Agreement; (b) participate in any decision relating to this Setback Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested, or (c) be personally liable to SCI or any successor in interest in

the event of any default or breach by the City or for any amount which may become due to SCI or successor or on any obligation under the terms of this Setback Agreement. Redress for any claim against SCI under this Setback Agreement shall be limited to and enforceable only against and to the extent of SCI's interest in the Remaining Cemetery Property. The obligations of SCI under this Setback Agreement are not intended to be and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall SCI be liable to City hereunder for any form of special, indirect or consequential damages.

Section 3.12 Provisions not Merged with Deed. None of the provisions of this Setback Agreement are intended to, nor shall they be merged, by reason of any deed or any judgment order transferring title to any portion of the Nature Preserve Property from SCI to the City or any successor in interest, and said deed or judgment order shall not be deemed to affect or impair the provisions and covenants of this Setback Agreement, or any applicable provisions of that certain Agreed Judgment Order Pursuant To Stipulation dated September __, 2011 entered in Case No. 05 L 050750 in the Circuit Court of Cook County, Illinois, County Department-Law Division.

Section 3.13 No Partnership or Joint Venture. The parties are not partners, fiduciaries or joint venturers, and nothing in this Setback Agreement creates or will create the relation of partners, fiduciaries or joint venturers among or between the parties. Without limiting the generality of the foregoing, each is acting independently, is obligated to separately account for their respective activities for tax and other purposes, and expressly disclaim any fiduciary duty to the other.

Section 3.14 No Third Party Beneficiaries. Subject to the next sentence, the terms, conditions, obligations and benefits of this Setback Agreement are intended solely for the parties hereto. Except for the CPD, which, as the intended end user and owner of the Nature Preserve Property is an intended third party beneficiary and a permitted assignee of the City's rights and obligations under this Setback Agreement, and which shall be entitled to enforce the provisions hereof after assignment by the City and assumption by the CPD, no other third party is an intended beneficiary of this Setback Agreement nor is entitled to enforce any provision hereof. Upon the City's conveyance of the Nature Preserve Property to the CPD, the CPD shall be deemed to have assumed all of the rights and obligations of the City under this Setback Agreement arising on and after such conveyance date, and references in this Setback Agreement to the City shall be deemed to refer to CPD, unless the context clearly requires otherwise. Upon such conveyance but subject to the proviso in Article 2 related to the obligation to complete the required fence, the City shall be released from any further duties and obligations to SCI pursuant to this Setback Agreement, excluding only any obligations that may have arisen prior to such assignment and remain unsatisfied as of the date of such assignment.

ARTICLE 4. REMEDIES

Section 4.01 Notice of Default. If SCI defaults in its obligations under this Setback Agreement, the City shall give written notice to SCI of such violation, which notice may set forth

the corrective action reasonably necessary to cure the violation. If the City defaults in its obligations under this Setback Agreement, SCI shall give written notice to the City of such violation, which notice may set forth the corrective action reasonably necessary to cure the violation.

Section 4.02 Cure Period; Remedies. If the defaulting party fails to cure the default within thirty (30) days after the defaulting party's receipt of notice thereof from the non-defaulting party, the non-defaulting party may, with or without terminating this Setback Agreement, exercise whatever remedies may be available to the non-defaulting party at law and at equity, including, without limitation, seeking injunctive relief or specific performance of the defaulting party's obligations under this Setback Agreement. If the default is one that cannot reasonably be cured within a 30-day period, then so long as the defaulting party initiates such cure within such initial 30-day period and therefore diligently works to cure such violation, such 30-day period shall be extended as appropriate. Upon the occurrence of a default, the non-defaulting party may (but shall not be obligated to) cure such default at the defaulting party's sole expense. Without limiting the generality of the foregoing, the non-defaulting party may, at the non-defaulting party's option, enter into and upon the defaulting party's property if the non-defaulting party determines in its reasonable discretion that the defaulting party is not acting within a commercially reasonable time to perform anything for which the defaulting party is responsible under this Setback Agreement or to otherwise effect compliance with its obligations under this Setback Agreement and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage to the defaulting party resulting therefrom and the defaulting party agrees to reimburse the non-defaulting party within ten (10) days of the non-defaulting party's demand for any expenses which the non-defaulting party may incur in thus effecting compliance with the defaulting party's obligations under this Setback Agreement. If the defaulting party fails to reimburse the non-defaulting party within ten (10) days of the non-defaulting party's demand for any expenses which the non-defaulting party may incur in effecting compliance with the defaulting party's obligations under this Setback Agreement, interest at the rate of seven percent (7%) per annum shall accrue on the unpaid amount from the date due until the date paid in full.

Section 4.03 Emergency Enforcement. If the City or SCI reasonably determines that circumstances require immediate action to prevent or mitigate damage to persons or property on the Nature Preserve Property or the Cemetery Property (as applicable, including any and all easement areas and facilities), the non-defaulting party may pursue its remedies under this Article 4 with notice to the defaulting party (which notice may be verbal in the event of such an emergency condition).

Section 4.04 Costs of Enforcement. If SCI or the City shall commence an action against the other arising out of or in connection with this Setback Agreement, the prevailing party shall be entitled to recover its costs of suit and reasonable attorneys' fees.

Section 4.05 Other Remedies. The City's exercise of one remedy shall not waive or limit the City's exercise of any other remedy, and the City's forbearance or failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time (provided that all applicable notice and cure periods have

expired without cure). SCI's exercise of one remedy shall not waive or limit SCI's exercise of any other remedy, and SCI's forbearance or failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time (provided that all applicable notice and cure periods have expired without cure).

Section 4.06 Jurisdiction To Enforce Agreement Retained By Condemnation Court. Notwithstanding anything in this Setback Agreement to the contrary, SCI and the City each acknowledges and agrees that pursuant to that certain Agreed Judgment Order Pursuant To Stipulation dated September __, 2011 ("Agreed Judgment Order") entered in that certain proceeding filed by the City as Case No. 05 L 050750 in the Circuit Court of Cook County, Illinois, County Department-Law Division, the Circuit Court of Cook County, Illinois (County Department – Law Division) shall retain jurisdiction of the matter to enforce the terms of this Setback Agreement.

IN WITNESS WHEREOF, SCI and the City have executed this Setback Area Restrictive Covenants Agreement as of the date first written above.

SCI ILLINOIS SERVICES, INC., an Illinois corporation

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Housing and Economic Development

By: _____
Michael L. Decell, Vice President

By: _____
Andrew J. Mooney, Commissioner

This document was prepared by and after recording return to:

Steven J. Holler
Deputy Corporation Counsel
Real Estate and Land Use Division
121 North LaSalle Street
Room 600
Chicago, Illinois 60602
(312) 744-6934

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

I, _____, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Michael L. Decell is personally known to me to be the Vice President of SCI Illinois Services, Inc. (the "SCI"), appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to the authority given to him by SCI, as his free and voluntary act and as the free and voluntary act of SCI, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2011.

Notary Public

My commission expires: _____.

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Andrew J. Mooney, personally known to me to be the Commissioner of the Department of Housing and Economic Development of the City of Chicago, appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to the authority given to her by the City of Chicago, as his free and voluntary act and as the free and voluntary act of the City of Chicago, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ___ day of _____, 2011.

Notary Public

My commission expires: _____.

(SEAL)

Exhibit A

Nature Preserve Property

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 01° 43' 39" WEST, 710.00 FEET, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 88° 16' 21" EAST, 39.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88° 16' 21" EAST, 475.00 FEET; THENCE NORTH 66° 00' 00" EAST, 160.00 FEET; THENCE NORTH 00° 00' 00" EAST, 198.00 FEET; THENCE NORTH 66° 00' 00" WEST, 128.00 FEET; THENCE NORTH 00° 00' 00" EAST, 372.00 FEET; THENCE SOUTH 90° 00' 00" WEST, 132.00 FEET; THENCE NORTH 00° 00' 00" EAST, 122.00 FEET; THENCE NORTH 42° 00' 00" EAST, 92.00 FEET; THENCE NORTH 00° 00' 00" EAST, 332.00 FEET; THENCE NORTH 29° 00' 00" EAST, 217.00 FEET; THENCE NORTH 12° 00' 00" EAST, 112.00 FEET; THENCE NORTH 11° 00' 00" WEST, 116.00 FEET; THENCE NORTH 29° 14' 54" WEST, 103.34 FEET TO A POINT THAT IS 233.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 88° 12' 34" WEST, 530.29 FEET, PARALLEL WITH SAID NORTH LINE AFORESAID, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 233.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 01° 25' 13" WEST, 200.31 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE TO A BEND POINT, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 433.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 01° 43' 39" EAST, 1,511.07 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, CONTAINING 20.585 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY IS THE SAME PROPERTY AS (A) THE EXCEPTION PARCEL LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF SURVEY OF PART OF ROSEHILL CEMETERY PREPARED BY C3 CORPORATION (REV. 2, 09/5/11), (B) THE NATURE PRESERVE PROPERTY (a/k/a EXCEPTION TO ROSEHILL CEMETERY, PARK DISTRICT PARCEL) LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF ROSEHILL CEMETERY DETAIL B PREPARED BY C3 CORPORATION (REV. 2, 09/05/11) and (C) THE NATURE PRESERVE PROPERTY LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF NATURE PRESERVE PROPERTY, PERMANENT EASEMENT PARCEL, DRAINAGE EASEMENT AREA, SETBACK AREA, TEMPORARY FENCING ACCESS AREA, FENCING EASEMENT AREA AND FENCING BOUNDARIES PREPARED BY C3 CORPORATION (REV. 5, 09/06/11).

Exhibit B-1

Legal Description of Setback Area

[TO COME AT CLOSING]

Exhibit B-2

Depiction of Setback Areas

[SEE EXHIBIT K-1 TO PURCHASE AGREEMENT]

EXHIBIT D

Water Facilities and Access Easement Agreement

[SEE ATTACHED]

EXHIBIT D

**Prepared by and After
Recording Return to:**

**Steven J. Holler
Deputy Corporation Counsel
City of Chicago
Department of Law
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
(312) 744-6934**

Above Space For Recorder's Use Only

WATER FACILITIES AND ACCESS EASEMENT AGREEMENT

This **WATER FACILITIES AND ACCESS EASEMENT AGREEMENT** (this "Agreement") is made this ____ day of _____, 2011 by and between **SCI ILLINOIS SERVICES, INC.**, an Illinois corporation ("SCI") and the **CITY OF CHICAGO**, an Illinois municipal corporation and home rule unit of government (the "City").

RECITALS

A. SCI owns the real property commonly known as Rosehill Cemetery located generally south and north of West Peterson Avenue, west of North Ravenswood Avenue, north of West Bowmanville Avenue, and east of North Western Avenue in Chicago, Illinois (the "Cemetery Property").

B. Pursuant to that certain Purchase and Sale Agreement dated September 7, 2011 (the "Purchase Agreement"), SCI is selling and the City is purchasing the real property containing 20.585 acres located within the Cemetery Property and legally described in Exhibit A attached hereto and made a part of (the "Nature Preserve Property").

C. Located within the boundaries of the Nature Preserve Property are (i) a pond consisting of approximately 4.303 acres (the "Pond"), (ii) the following improvements including without limitation, an above-grade water tower, pump house, transformer, electric meter, water valve vault, maintenance building, and certain concrete headwalls, vitrified clay pipe and storm manholes, as depicted in the Survey (as defined in the Purchase Agreement) (collectively, including all fencing installed by SCI on the Nature Preserve Property after the date hereof, the "Above-Ground Water Facilities Improvements"), and (iii) the following improvements

including without limitation, certain below-grade water lines and facilities (concrete headwalls, vitrified clay pipe, storm manholes, inlets and below-grade pipes), the condition and location of which are unknown as of the date hereof and will not be known unless and until the below grade water lines are repaired and/or replaced (collectively, the “Existing Below-Grade Water Facilities Improvements”). The Above-Ground Water Facilities Improvements and the Existing Below-Grade Water Facilities Improvements, and any and all repairs and replacements thereto and additional water facilities, as permitted hereunder, are collectively referred to in this Agreement as the “Water Facilities Improvements”.

D. The Water Facilities Improvements are located within the real property legally described on Exhibit B-1 and depicted on Exhibit B-2 attached hereto and made a part hereof (the “Permanent Easement Parcel”), except for those Water Facilities Improvements including but not limited to concrete headwalls, vitrified clay pipe, storm manholes and valves serving the Cemetery Property located outside of the Permanent Easement Parcel and in, on and under the Nature Preserve Property (such improvements, the “Outside the PEP Water Facilities Improvements”). All Water Facilities Improvements (whether above-grade or below-grade) hereafter replaced, added or constructed as permitted hereunder, shall be located within the Permanent Easement Parcel (which Parcel may be amended pursuant to Section 9.02 of this Agreement), subject to SCI’s right to construct (i) replacement Existing Below-Grade Water Facilities Improvements in their current location with comparable improvements, and (ii) replacement Outside the PEP Water Facilities Improvements in their current location with comparable improvements, in each instance at SCI’s sole cost and expense, in accordance with Section 2.07.

E. SCI has historically had exclusive access to and exclusive use of the Pond, the water in the Pond and the water in the Drainage Easement Area (as hereinafter defined) (collectively, the “Pond Water”), and the Water Facilities Improvements for storm water runoff and detention and to irrigate the Cemetery Property and other ancillary detention and irrigation purposes, and shall continue such exclusive use of the Pond, the Pond Water and the Water Facilities Improvements in accordance with the terms of this Agreement after conveying the Nature Preserve Property to the City, subject only to the City and the Chicago Park District (“CPD”) limited rights to use the Pond as described in this Agreement.

F. In conveying the Nature Preserve Property to the City, SCI desires to reserve for itself certain interests in the Nature Preserve Property and the easements reserved in Article 1 below for the purposes of storm water runoff, detention and the use of the Pond, the Pond Water and the Water Facilities Improvements, to irrigate the remaining Cemetery Property that SCI (and SCI’s operational successors and assigns) shall continue to own and operate after the conveyance of the Nature Preserve Property to the City (such remaining Cemetery Property, the “Remaining Cemetery Property”).

G. The parties herein set forth certain agreements that shall govern such easements and provide and assure SCI’s continued access to and use of the Water Facilities Improvements and the Pond Water in accordance with the terms of this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged by both parties, the parties hereby agree as follows:

ARTICLE 1.

RESERVATION OF EASEMENTS

ARTICLE 1.01 **Reservation of Easements.** Subject to the terms and conditions of this Agreement, SCI hereby reserves (a) perpetual exclusive easement for SCI's continued use (including without limitation, maintenance, repair and replacement) of the Above-Ground Water Facilities Improvements and any Existing Below-Grade Water Facilities Improvements that may be located within the Permanent Easement Parcel, and the exclusive use of Pond Water and the Pond for the purposes of storm water runoff, detention and to irrigate the Remaining Cemetery Property, as applicable, and uses ancillary to such runoff, detention and irrigation purposes, and (b) a perpetual easement for unrestricted access over, under or across the existing unimproved (although portions include gravel) access road depicted in Exhibit B-2 and Exhibit D located within the Nature Preserve Property to the Water Facilities Improvements that may be located within, over, under or across such Permanent Easement Parcel, which shall include unrestricted access for SCI (and SCI's employees, contractors, invitees and agents) vehicles and heavy equipment over such existing unimproved access road to maintain, repair or replace such Water Facilities Improvements from time to time, and (c) a perpetual drainage easement over, under and across the portion of the Nature Preserve Property depicted in Exhibit B-2 (such area, the "Drainage Easement Area"), as more fully described in the next paragraph (such easement, the "Drainage Easement"), and (d) a temporary access easement over, under and across only such portions of the Nature Preserve Property as may be reasonable to enable SCI to maintain, repair or replace the Outside the PEP Water Facilities Improvements (the "Temporary Access Easement") until such time as any such Outside the PEP Water Facilities Improvements are relocated within such Permanent Easement Parcel (such relocation being at SCI's election, as stated in Section 2.07) or abandoned in place. SCI's exercise of its rights with respect to the Temporary Access Easement granted in the preceding sentence shall be subject to the same limitations, insurance requirements, indemnification obligations and other requirements applicable to SCI's exercise of its rights under the access easement described in clause (b) above. At such time as SCI or the City identifies the location of any previously unlocated Outside the PEP Water Facilities Improvements, the parties shall amend this Agreement to mutually establish the boundaries for such Temporary Access Easement that are necessary to permit SCI to maintain, repair and replace the Outside the PEP Water Facilities Improvements. Such Temporary Access Easement shall terminate at the time any such Outside the PEP Water Facilities Improvements are abandoned or (if SCI so elects) relocated to within the Permanent Easement Parcel as to the improvements so relocated. The City acknowledges and agrees that SCI shall have the right to abandon in place any Outside the PEP Water Facilities Improvements, (in an "AS IS" and "WHERE IS" condition), whereupon such Outside the PEP Water Facilities Improvements shall be deemed to be surrendered by SCI to the City for no compensation and the City shall be solely responsible for any Outside the PEP Water Facilities Improvements abandoned by SCI. In order to confirm and document any such abandonment by SCI pursuant to the preceding sentence or any other provision of this Agreement, and in order for such abandonment to be effective, SCI shall, by an authorized representative, provide written notice to

the City of such abandonment in accordance with Section 9.06 hereof, which notice shall reasonably depict the location of the abandoned Outside the PEP Water Facilities Improvements (or, if uncertain or unknown, the approximate location thereof), stating such intent to abandon, which the City shall be entitled to attach to an instrument in recordable form and record in the Recorder's Office of Cook County to give record notice of such abandonment. The foregoing reservation shall not include the reservation of a fee simple interest, remainder or reversionary interest in any Nature Preserve Property previously conveyed to the City.

The access rights granted in clause (b) in the above paragraph shall not be construed to allow SCI to "clear cut" the width of the Permanent Easement Parcel but shall permit SCI, on an as needed basis in connection with accessing the Water Facilities Improvements, or installing underground utilities, irrigation or drainage piping as permitted hereunder, to remove such trees, vegetation and dirt as reasonably necessary to provide such access or install such improvements. After any access or installation that results in the removal of trees, vegetation or dirt or the gravel road, SCI shall reasonably restore the area affected by such work, such as, for example, dressing berms that have been cut away, filling in holes resulting from uprooted trees or material depressions caused by heavy equipment (other than trucks in the normal operations of the Remaining Cemetery Property), and replacing gravel (where gravel was previously located).

Pursuant to the Drainage Easement granted above, SCI shall have the right to the perpetual use (including maintenance, repair and replacement) of the Drainage Easement Area for the uninterrupted flow of water to and from the Pond and the Drainage Easement Area. The City (or CPD) shall have the right to construct a path or trail on the ground within the Drainage Easement Area (provided the same is outside the fenced in area within the Drainage Easement Area) running next to the drainage ditch, or a boardwalk or similar raised walkway above the drainage ditch, or to plant vegetation or make improvements intended to prevent erosion, so long as any such improvements do not interrupt the flow of water through the Drainage Easement Area and the Pond. If any such boardwalk or other improvement blocks SCI's access to the underlying Drainage Easement Area, the City (or CPD) shall thereafter be responsible for the timely maintenance, repair and replacement of such obstructed portion of the Drainage Easement Area.

The City (or CPD) shall have the right to construct, maintain and operate trails, paths, or other nature preserve improvements, across any portion of the Permanent Easement Parcel and Drainage Easement Area (as described in the foregoing paragraph), except that portion that is to be fenced in as depicted on Exhibit B-2, and across any portion of the Nature Preserve Property that may subsequently be determined to have Below-Grade Water Facilities Improvements, so long as such trails, paths or improvements, or the public's and enjoyment thereof, do not interfere with or interrupt SCI's rights as provided in this Agreement (e.g., the construction of a nature trail across any such Drainage Easement Area or Below-Grade Water Facilities Improvements shall be permitted, so long as SCI retains all of SCI's rights under this Article 1.01). References in this Agreement to the "fenced in" portion of the Permanent Easement Parcel or the Drainage Easement Areas shall refer to the portion of such areas that are to be fenced in as depicted in Exhibit B-2.

The City (and CPD) shall have the right to construct, maintain and operate a landing, pier

or other structures within the Pond, including, without limitation, a dock for launching and landing non-motorized boats, or for fishing, skating, or for similar water-based recreational activities, so long as such landing, pier or other structures, or the public's and enjoyment thereof, does not interfere with or interrupt SCI's use rights, as described in this Article 1.01 and in Article 1.02 below (e.g., the Pond Water is undiminished by such use by the City and remains freely available for SCI's irrigation uses). The City or CPD, as owner of the Nature Preserve Property, shall indemnify, defend and hold SCI harmless from and against any claims or actions proximately caused by the City's or CPD's (or the City's or CPD's contractors, invitees or visitors) use or activities with respect to the Pond (or injuries or damages relating thereto), together with costs of suit and attorneys' fees reasonably incurred by SCI in connection therewith.

Notwithstanding anything in this Agreement to the contrary, (a) on and after the Closing Date (as defined in the Purchase Agreement), the City, at the City's expense, shall maintain, repair and, replace, if necessary, the manhole drop shaft located near N. Western Avenue depicted on Exhibit B-2 attached hereto and the below-grade pipe extending to the west connecting such shaft to certain City sewer lines located within the N. Western Avenue right of way, (b) on and after the Closing Date, the City, at the City's expense, shall maintain and repair and, no later than five (5) years after the Closing Date, replace the below-grade pipe, headwall and the related improvements associated with the drainage purposes of such City Water Improvements in the area depicted on Exhibit B-2 attached. The improvements set forth in subsections (a) and (b) above are hereinafter referred to as the "City Water Improvements". Title to the City Water Improvements shall pass to the City on the Closing Date. SCI, at SCI's expense, shall maintain, repair and replace any Water Facilities Improvements located within the fenced area of the Drainage Easement Area, and SCI shall retain title to such Water Facilities Improvements located therein. The City shall not be required to replace the improvements referenced in subsection (b) above until the water level decreases to the point that such improvements can be reasonably accessed and replaced without a need to materially drain the Pond, and the City shall notify SCI and coordinate the activities described in this sentence with SCI. If such water level has not decreased within four (4) years of the date of this Agreement, in the fifth year, SCI agrees to overdraw water in August or September so as to lower the Pond level and facilitate the City's performance of such replacement work. If an emergency condition requires the earlier performance of such replacement work, SCI agrees, if feasible (e.g., if not winter), to similarly overdraw water so as to lower the Pond level and facilitate such work.

In consideration of the City's undertakings set forth in this Section 1.01, SCI shall pay to the City at Closing under the Purchase Agreement the amount of Sixteen Thousand and No/100 Dollar (\$16,000.00) by check, wire transfer or other delivery of good funds by SCI.

ARTICLE 1.02 Purpose and Use. SCI shall have the right to use the Water Facilities Improvements, the Pond and the Pond Water for the purposes of storm water runoff, detention and for irrigating the Remaining Cemetery Property and for ancillary detention and irrigation purposes. After the City's acquisition of the Nature Preserve Property, SCI shall make no other use (other than what is provided in or permitted by this Agreement) of the Permanent Easement Parcel, the Drainage Easement Area, or the Water Facilities Improvements without the prior written consent of the City, which consent shall be in the City's sole discretion, provided,

however, that SCI shall also have the cemetery identification and licensing rights described in Article 2.09 below (and access for those purposes by SCI and SCI's employees, contractors, invitees, agents, tenants and licensees).

ARTICLE 1.03 Lawful Use. SCI shall comply with applicable laws and government regulations ("Applicable Laws") in its use of the Pond, the Pond Water and the Water Facilities Improvements.

ARTICLE 1.04 Term. The term of this Agreement shall commence upon the recording of this Agreement and continue until SCI (or its successors or assigns) notifies the City in writing that SCI (or its successors or assigns) has elected to terminate this Agreement. Any licensee pursuant to a license granted pursuant to Article 2.09 of this Agreement shall hold its license interest subject to, and only during the term of, this Agreement.

ARTICLE 2.

OWNERSHIP, COSTS AND REPAIRS

ARTICLE 2.01 Ownership of the Water Facilities Improvements. Notwithstanding any permanent affixing of such improvements to any portion of the Nature Preserve Property, and except for the City Water Improvements (which shall at all times be for the shared use of both SCI and the City), the Water Facilities Improvements shall at all times remain the sole personal property of and be for the exclusive use by SCI. Upon SCI's termination of the term of this Agreement, the Water Facilities Improvements shall become the sole property of the City and shall be surrendered for no compensation (in an "AS IS" and "WHERE IS" condition) and the City shall thereupon be solely responsible for the Water Facilities Improvements.

ARTICLE 2.02 Costs. SCI shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, maintenance and replacement of the Water Facilities Improvements.

ARTICLE 2.03 Care, Repairs, Maintenance and Replacements: Water Facilities Improvements. SCI shall keep the Water Facilities Improvements (other than the City Water Improvements) free of debris. SCI shall maintain the Water Facilities Improvements (other than the City Water Improvements) in the same structural condition and state of repair as existing as of the date hereof (subject to reasonable wear and tear), including if necessary, such repair, replacement and/or reconstruction work ("Work") as may be necessary, all at SCI's sole election, cost and expense. Where any damage is done to any part of the Nature Preserve Property due to Work, SCI shall restore such Nature Preserve Property to the reasonable satisfaction of the City.

ARTICLE 2.04 SCI to Secure Certain Above-Ground Water Facilities Improvements. SCI shall, at SCI's sole cost and expense, construct, maintain, repair and replace fences, gates, locks and barriers sufficient to reasonably secure the Water Facilities Improvements located within the fenced in area of the Permanent Easement Parcel and the fenced in portion of the Drainage Easement Area (*i.e.*, excluding other Outside the PEP Water

Facilities Improvements) from entry by the public or any unauthorized person. The fence shall be at least six feet (6') tall, with no spiked top, similar in appearance and color to the existing fence along North Western Avenue or the fence that the City shall install as described below. The fencing shall be located as depicted on Exhibit B-2. SCI may also install such fencing or improvements (*i.e.*, poles, posts and/or footings) in the Pond for fencing (if any) or such improvements that are below water level and the six foot (6') fencing that is above the water level as necessary to prevent access to or otherwise secure the water intake pipes that extend out into the Pond, but shall not have the right to install any other improvements in the portion of the Pond included within the Permanent Easement Parcel (subject to SCI's right to maintain, repair and replace existing Water Facilities Improvements located in the Pond). Within twenty-four (24) months of the date of this Agreement, City shall, at no cost and expense to SCI, construct or cause to be constructed and thereafter maintain, repair and replace fences, an access gate for SCI to access Water Facilities Improvements at the entrance point to the Permanent Easement Parcel, locks and barriers separating the Nature Preserve Property from the Remaining Cemetery Property along the common boundary of the Nature Preserve Property and the Remaining Cemetery Property. The City shall provide keys or other access devices to the foregoing locks and gates. The fence shall be at least six feet (6') tall, with no spiked top, and similar in appearance and color to the fences depicted on Exhibit C attached hereto and made a part hereof. **Until the fences, gates, locks and separating barriers required to be constructed by the City are constructed, the City shall not be entitled to open the Nature Preserve Property** to the general public, and such Nature Preserve Property may only be accessed by the City and CPD employees and officials, and the contractors, subcontractors, volunteers and consultants engaged in the construction of the nature preserve improvements, including, without limitation, such fencing, gate and locks.

ARTICLE 2.05 **City's Right of Entry.** The City shall, upon reasonable advance written notice to SCI (which, for these purposes, shall be a minimum of 48 hours, except in an emergency), have a right of access to any fenced-in Water Facilities Improvements at reasonable times during normal business hours to confirm SCI's compliance with and otherwise enforce the terms of this Agreement. SCI may have a representative accompany the City during the course of the City's access to the fenced-in Water Facilities Improvements. The City, and the City's successors, assigns and contractors and subcontractors, shall also have a right of access through the fenced in portion of the Permanent Easement Parcel for vehicular and pedestrian (excluding the general public) access to the Pond when such access is required from time to time. SCI shall provide keys or other access devices to any lock(s) and gate(s) and, if keys or other access devices are not provided by SCI to the City, City shall have the right to cut and remove any locks and replace the same and City shall then provide keys or other access devices to the replacements to SCI. The City and users of the Nature Preserve Property shall at all times have a right of access over the portion of the Permanent Easement Parcel that is not fenced in as depicted on Exhibit B-2 and over any portion of the Nature Preserve Property that may be determined to have Existing Below-Grade Water Facilities Improvements located over, across and under such Nature Preserve Property, so long as such right of access does not interfere with or interrupt SCI's rights as provided in this Agreement.

ARTICLE 2.06 **SCI to Pay All Costs of Irrigation.** SCI shall pay all costs related to its exclusive use of the Pond and Pond Water for irrigation and ancillary irrigation purposes,

including without limitation, all the maintenance, repairs and replacements related to the Water Facilities Improvements and such Pond or Pond Water usage; provided, however, SCI shall not be obligated or responsible for any unit cost or charge for any Pond Water used, usage fees, taxes, penalties or interest or any similar or dissimilar charges applicable to its Pond or Pond Water usage for the entire term of this Agreement. The foregoing proviso shall not be construed to obligate the City to provide free City-supplied water to SCI or to replenish any Pond Water with free City-supplied water.

ARTICLE 2.07 Alterations to Water Facilities Improvements. SCI shall have the continuing right to maintain, replace or modify the Water Facilities Improvements to allow SCI to continue to receive the benefits herein upon at least five (5) days advance notice to the City. Such replacements shall not (i) create a material increase in the size or height of any of the Water Facilities Improvements, (ii) cause any damage to the Nature Preserve Property or improvements to be constructed thereon after the date hereof, (iii) materially and permanently interfere with the public's use and enjoyment of the Nature Preserve Property, or (iv) relocate Above-Ground Water Facilities Improvements presently located within the fenced-in portion of the Permanent Easement Parcel outside such fenced-in area. Any replacement of Water Facilities Improvements located outside the Permanent Easement Parcel as of the date hereof may, at SCI's election, be either replaced in place in the existing location or such improvements shall be relocated to within such Permanent Easement Parcel. The City acknowledges and agrees that SCI shall have right to abandon in place any Outside the PEP Water Facilities Improvements and any Below-Grade Water Facilities Improvements located within the Nature Preserve Property (in an "AS IS" and "WHERE IS" condition), whereupon such abandoned improvements shall be deemed to be surrendered by SCI to the City for no compensation and the City shall be solely responsible for any such abandoned improvements.

Notwithstanding anything in this Agreement to the contrary, SCI shall not be permitted to abandon in place Above-Ground Water Facilities Improvements located in the fenced in portion within the Permanent Easement Parcel.

ARTICLE 2.08 Liens. Record notice is hereby given that SCI shall have no authority to subject the fee simple title of the City in the Nature Preserve Property (including, without limitation, any portion thereof on which Below-Grade Water Facilities Improvements may be located) to any type of mortgage lien, lien for labor and materials or other lien. If, notwithstanding the foregoing, a purported lien is filed against any portion of the Nature Preserve Property due to labor or materials furnished to SCI in connection with Work on the Water Facilities Improvements or for any other reason, within thirty (30) days after the recording of such lien, SCI shall cause the lien to be released at SCI's cost and expense, or SCI may protest and appeal such lien provided that SCI provides bonding, title insurance or other similar protection to the City. SCI shall indemnify, defend and hold the City harmless from and against any purported liens or claims or actions resulting exclusively from SCI's activities with respect to the Water Facilities Improvements, together with costs of suit and attorneys' fees reasonably incurred by the City in connection with any such claims or actions by SCI. If any such purported liens are filed and not released (or bonded or insured over [or other similar procedure] as aforesaid), the City may, without waiving its rights and remedies and without releasing SCI from any of its obligations, cause such liens to be released by any means it shall deem proper,

including payment of the claims. SCI shall reimburse the City, within thirty (30) days after demand therefor, for any sum paid or incurred by the City to remove such liens, plus interest at the rate per annum equal to seven percent (7%) from the date SCI receives notice that the City has paid such amounts until the date reimbursed by SCI. SCI may, in good faith contest the validity or correctness of any such lien and not be in violation of this Article 2, provided, however, that SCI must first release any such liens as a condition to initiating and pursuing such contest or provide bonding, title insurance or other similar protection to the City. Nothing herein shall be deemed to limit SCI's rights to an injunction or specific performance (or any other remedy permitted under this Agreement) for the City's breach of any obligation or duty of the City set forth in this Agreement.

ARTICLE 2.09 SCI May Advertise Cemetery on Tower and License Tower Usage. The City acknowledges and agrees that SCI shall have the right (with no rent, fees, taxes, charges or otherwise under this Agreement) to identify the cemetery on the existing water tower (and if the existing water tower is torn down, on any replacement water tower constructed within the fenced in portion of the Permanent Easement Parcel (provided that no replacement water tower may be located in the Pond) in accordance with Section 2.07, or any other structure that is constructed within the fenced in portion of the Permanent Easement Parcel (except no such other structure may be located in the Pond)). Additionally, subject to the provisions of this Article 2, SCI may grant licenses to one or more third parties to utilize the existing Above-Ground Water Facilities Improvements or other lands located within the fenced in portion of the Permanent Easement Parcel depicted on Exhibit B-2 (except land located under the Pond) that immediately surround such existing Above-Ground Water Facilities Improvements as a site for cellular or other wireless communications tower equipment and related facilities (such as buildings) to house cell tower equipment or electrical and other utilities equipment) and SCI shall be exclusively entitled to the revenues therefrom. Such licenses shall at all times be subordinate to SCI's rights under this Agreement and shall not be deemed to confer any interest in the Nature Preserve Property other than a license interest. The City agrees that the existing Above-Ground Water Facilities Improvements or other lands located within the fenced in portion of the Permanent Easement Parcel depicted on Exhibit B-2 (except land located under the Pond) that immediately surround such existing Above-Ground Water Facilities Improvements can be used to host cellular tower fixtures and equipment and other improvements (such as buildings to house cell tower equipment or electrical and other utilities equipment) and that if the existing water tower or other improvements are torn down and a replacement water tower or other improvements are thereafter constructed on the Permanent Easement Parcel (except in the Pond), as permitted hereunder, such replacement water tower or other improvements may be used to host similar cellular tower facilities. Notwithstanding the above, no other free standing towers (e.g., cell towers, wireless or cellular antennas, monopoles, or telecommunication facilities not affixed to the existing Above-Ground Water Facilities Improvements located within the Permanent Easement Parcel) shall be constructed on the Permanent Easement Parcel without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed by the City, so long as such structures are located within the fenced in portion of the Permanent Easement Parcel (but not located in the Pond) and so long as the standards specified in clauses (i), (ii), (iii) and (iv) of Section 2.07 above are satisfied. No additional cellular or wireless communication facilities shall be located on or directly under the access roadway leading to the Pond, provided, however that cables, conduits, wires or the like related to any

permitted telecommunication facilities, and electrical and other utilities equipment (but not actual buildings), may be buried or located adjacent to the access roadway within the boundaries of the Permanent Easement Parcel (except that no overhanging wires or other similar overhanging improvements may be located above ground). Nothing herein shall be deemed a waiver of any special use, permit or other legal requirement of general applicability and the City and CPD shall cooperate with SCI in connection with any applications, submissions or the like in connection therewith. SCI shall have the right, at SCI's expense, to maintain, repair and replace (with comparable overhead wires) the existing overhead wires depicted on Exhibit E-3 that extend from the brick pump building in a southwesterly direction toward North Western Avenue. In the event that SCI, in replacing such wires, would instead prefer to bury such lines in a direct westerly direction to North Western Avenue, SCI may propose such burial to the City for the City's consent, which shall not be unreasonably withheld, conditioned or delayed if such burial will not result in lasting damage to the Nature Preserve Property, or permanently interfere with the public's use and enjoyment thereof, and provided that SCI undertakes reasonable restoration measures after the burial of such lines.

ARTICLE 2.10 No Other Conferred Rights. This Article 2 does not confer the right to SCI to store or locate personal property or equipment other than as permitted under this Agreement, nor to permit the dumping of grass or other debris, nor to make any use of the Permanent Easement Parcel or the Nature Preserve Property except as expressly permitted under this Agreement and except for existing and future utility easements expressly permitted under this Agreement to support pumps and cellular or other wireless communications tower equipment and facilities.

ARTICLE 3.

POND WATER USAGE

ARTICLE 3.01 City Not to Reduce Water Level; Dredging. The City shall take no action without the prior written consent of SCI, which shall be in SCI's sole discretion, that will reduce the level or quantity of the water in the Pond (except as to alleviate any overflow conditions that interfere with the general public's use of the Nature Preserve Property or the public's use of North Western Avenue or West Peterson Avenue). The City shall not take actions that would degrade the quality or quantity of the Pond Water. The foregoing two sentences shall not be construed as limiting the City (or CPD's) right to independently design and construct trails, paths or other nature preserve improvements as provided for elsewhere in this Agreement. If SCI elects to abandon any Existing Below-Grade Water Facilities Improvements, and the City thereafter elects to cap, close off or remove such improvements, such action shall not be deemed to constitute an action reducing the level of the Pond, or degrading the quality or quantity of the Pond Water (so long as such cap or closure is with clean fill or closure material), or a violation of any other City obligation under this Agreement. SCI shall have the right, at SCI's cost, hereafter to dredge (or cause to be dredged) excess silt, trees and/or tree materials from the Pond in accordance with Exhibit F attached hereto and made a part hereof ("Dredging"). The City agrees to cooperate with SCI in the timely processing of any required permits and approvals for such Dredging work from any and all applicable governmental agencies and authorities. SCI (and SCI's contractors and agents) shall have a right

of ingress and egress to and from the Pond on, over and across the Permanent Easement Parcel and/or other reasonably confined corridor within the Nature Preserve Property consented to by the City for the purposes authorized by this Section 3.01 and the City shall not obstruct access, interrupt or interfere with SCI's dredging rights hereunder. In exercising such access rights, SCI shall comply with Exhibit F and use reasonable efforts to minimize material damage to the Nature Preserve Property. SCI, the City or CPD, at such party's expense (or, if mutually agreed to by the parties, at such parties' shared expense), may elect to dredge excess silt, trees and/or tree materials from the Pond. Any party performing dredging work shall provide written notice of such intended dredging work to the other party not less than fifteen (15) days prior to such work. If such work is done by SCI, access for the dredging work shall be governed by the terms of a temporary access easement agreement over the Permanent Easement Parcel and/or other reasonably confined corridor within the Nature Preserve Property consented to by the City. Without having any obligation to satisfy any water quality standards, the City (or CPD), in its sole discretion, may also elect to preserve or improve the water quality such as, for example, taking actions to prevent algae bloom, bank restoration projects and removal of trees and debris.

ARTICLE 3.02 City and SCI to Not Materially Reduce Pond Size. In exercising SCI's irrigation rights under this Agreement, SCI shall not take any action without the prior written consent of the City, which consent shall be in the City's sole discretion, that materially reduces the size or shape of the surface area of the Pond from the current size or shape of the surface area as depicted in Exhibits E-1, Exhibit E-2 and Exhibit E-3. City shall not take any action without the prior written consent of SCI, which consent shall be in SCI's sole discretion, that materially reduces the size or shape of the surface area of the Pond from the current size or shape of the surface area as depicted in Exhibits E-1, Exhibit E-2 and Exhibit E-3.

ARTICLE 4.

ACCESS TO WATER FACILITIES IMPROVEMENTS

SCI (and SCI's contractors and agents) shall have a perpetual right of ingress and egress to and from the Water Facilities Improvements located on the Permanent Easement Parcel (and located within the Nature Preserve Property) on, over and across the Permanent Easement Parcel for the purposes authorized by this Agreement and the City shall not obstruct access, interrupt or interfere with SCI's rights hereunder. SCI (and SCI's contractors and agents) shall also have the Temporary Access Easement described in Section 1.01 with respect to the Outside the PEP Water Facilities Improvements. These rights of ingress and egress shall be subject to termination at the sole discretion of SCI. In exercising such access rights, SCI shall use reasonable efforts to minimize disruption of the public's use and enjoyment of the Nature Preserve Property and any material damage to the Nature Preserve Property. Other than normal, day-to-day operational visits by SCI, SCI shall give the City reasonable notice (which notice can be 24 hours in advance [except in the case of emergency] and can be verbal or telephonic) prior to SCI exercising its rights of ingress and egress over the Permanent Easement Parcel or the Nature Preserve Property (and the City shall provide SCI with keys and other access devices to gate locks and other barriers separating the Nature Preserve Property from the Remaining Cemetery Property on the common boundary of the Nature Preserve Property and the Remaining Cemetery Property).

ARTICLE 5.

INSURANCE

ARTICLE 5.01 SCI General Liability Insurance. On and after the date hereof, SCI shall at all times maintain, at SCI's cost and expense, commercial general liability insurance (with deductibles and coverage amounts as SCI shall elect in SCI's discretion) covering the acts and omissions of SCI, its employees, agents, and representatives arising from the rights granted under this Agreement or in any way arising from the existence of Water Facilities Improvements or SCI's exercise of its rights under this Agreement, and insuring against claims against the City arising from any injury to persons or property arising from such improvements or activities. Such insurance shall be issued by an insurance company authorized or admitted to do business in the State of Illinois. SCI shall pay the premium of such insurance, at its sole cost and expense. The insurance policy required under this section shall name the City as an additional insured thereunder. Upon City's annual request, SCI shall furnish properly executed certificates of such insurance to the City. SCI may, at its option, bring its obligation to insure hereunder under a "blanket" policy of insurance or similar instrument (with deductibles and coverage amounts as SCI shall elect in SCI's discretion).

ARTICLE 5.02 SCI Property Insurance. Prior to the date hereof, SCI has obtained and SCI will hereafter at all times maintain, at SCI's cost and expense, so-called "All Risk" property insurance, with an insurance company authorized or admitted to do business in the State of Illinois, for the exclusive benefit of SCI covering the Water Facilities Improvements (other than the City Water Improvements). The proceeds of any such policy shall be payable to SCI. Upon City's annual request, SCI shall furnish properly executed certificates of such insurance to the City, and the City shall be named as a certificate holder thereunder. SCI may, at its option, bring its obligations to insure hereunder within the coverage of a "blanket" policy of insurance or similar instrument.

ARTICLE 6.

DAMAGE OR DESTRUCTION

ARTICLE 6.01 Restoration of Water Facilities Improvements. If a casualty event occurs, then, within ninety (90) calendar days after the occurrence of the casualty event, SCI shall elect to either (a) clear the Permanent Easement Parcel of any damaged Above-Ground Water Facilities Improvements and either proceed to repair, restore or replace the Water Facilities Improvements and diligently prosecute the same to completion, or (b) give the City written notice that it will not repair, restore or replace the Water Facilities Improvements. If option (b) occurs, SCI shall promptly demolish and lawfully dispose of any such damaged Above-Ground Water Facilities Improvements at SCI's expense. The City acknowledges and agrees that SCI shall have right to abandon in place any damaged Below-Grade Water Facilities Improvements located within the Nature Preserve Property (in an "AS IS" and "WHERE IS" condition), whereupon such Below-Grade Water Facilities Improvements shall be deemed to be surrendered by SCI to the City for no compensation and the City shall be solely responsible for any Below-Grade Water Facilities Improvements abandoned by SCI.

ARTICLE 7.

ASSIGNMENT AND SUBLETTING

This Agreement is intended to benefit (a) the City, as owner of the Nature Preserve Property, (b) the CPD, as the anticipated successor owner of the Nature Preserve Property, and (c) SCI, as the owner and operator of the Remaining Cemetery Property. SCI may not assign any rights reserved under this Agreement, in whole or in part, except to successors in interest to SCI's title to the Remaining Cemetery Property (or substantial portions thereof) which successors utilize the Water Facilities Improvements, the Pond and Pond Water in operating Rosehill Cemetery and such operational successors assume in writing SCI's obligations under this Agreement. In no event shall the rights, easements, rights of access, covenants and obligations set forth in this Agreement inure to the benefit of, or be enforceable by, interment rights holders. Provided that the CPD expressly assumes all obligations of the City under this Agreement, the City may assign all of its rights under this Agreement to the CPD, as described more fully in Article 9.14.

ARTICLE 8.

REMEDIES

ARTICLE 8.01 Notice of Default. If SCI defaults in its obligations under this Agreement, the City shall give written notice to SCI of such violation, which notice may set forth the corrective action reasonably necessary to cure the violation. If the City defaults in its obligations under this Agreement, SCI shall give written notice to the City of such violation, which notice may set forth the corrective action reasonably necessary to cure the violation.

ARTICLE 8.02 Cure Period; Remedies. If the defaulting party fails to cure the default within thirty (30) days after the defaulting party's receipt of notice thereof from the non-defaulting party, the non-defaulting party may, with or without terminating this Agreement, exercise whatever remedies may be available to the non-defaulting party at law and at equity, including, without limitation, seeking injunctive relief or specific performance of the defaulting party's obligations under this Agreement. If the default is one that cannot reasonably be cured within a 30-day period, then so long as the defaulting party initiates such cure within such initial 30-day period and therefore diligently works to cure such violation, such 30-day period shall be extended as appropriate. Upon the occurrence of a default, the non-defaulting party may (but shall not be obligated to) cure such default at the defaulting party's sole expense. Without limiting the generality of the foregoing, the non-defaulting party may, at the non-defaulting party's option, enter into and upon the defaulting party's property if the non-defaulting party determines in its reasonable discretion that the defaulting party is not acting within a commercially reasonable time to perform anything for which the defaulting party is responsible under this Agreement or to otherwise effect compliance with its obligations under this Agreement and correct the same, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage to the defaulting party resulting therefrom and the defaulting party agrees to reimburse the non-defaulting party within ten (10) days of the non-defaulting party's demand for any expenses which the non-defaulting party may incur in thus effecting compliance with the defaulting

party's obligations under this Agreement. If the defaulting party fails to reimburse the non-defaulting party within ten (10) days of the non-defaulting party's demand for any expenses which the non-defaulting party may incur in effecting compliance with the defaulting party's obligations under this Agreement, interest at the rate of seven percent (7%) per annum shall accrue on the unpaid amount from the date due until the date paid in full.

ARTICLE 8.03 Emergency Enforcement. If the City or SCI reasonably determines that circumstances require immediate action to prevent or mitigate damage to persons or property on the Nature Preserve Property or the Cemetery Property (as applicable, including any and all easement areas and facilities), the non-defaulting party may pursue its remedies under this Article 8 with notice to the defaulting party (which notice may be verbal in the event of such an emergency condition).

ARTICLE 8.04 Costs of Enforcement. If SCI or the City shall commence an action against the other arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover its costs of suit and reasonable attorneys' fees.

ARTICLE 8.05 Other Remedies. The City's exercise of one remedy shall not waive or limit the City's exercise of any other remedy, and the City's forbearance or failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time (provided that all applicable notice and cure periods have expired without cure). SCI's exercise of one remedy shall not waive or limit SCI's exercise of any other remedy, and SCI's forbearance or failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time (provided that all applicable notice and cure periods have expired without cure).

ARTICLE 8.06 Jurisdiction To Enforce Agreement Retained By Condemnation Court. Notwithstanding anything in this Agreement to the contrary, SCI and the City each acknowledges and agrees that pursuant to that certain Agreed Judgment Order Pursuant To Stipulation dated September __, 2011 ("Agreed Judgment Order") entered in that certain proceeding filed by the City as Case No. 05 L 050750 in the Circuit Court of Cook County, Illinois, County Department-Law Division, the Circuit Court of Cook County, Illinois (County Department – Law Division) shall retain jurisdiction of the matter to enforce the terms of this Agreement.

ARTICLE 9.

GENERAL PROVISIONS

ARTICLE 9.01 Severability. If any provision of this Agreement shall be invalid or unenforceable, to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the maximum extent permitted by law.

ARTICLE 9.02 Amendment. This Agreement and the exhibits attached shall not be modified in any manner except by a document executed by SCI and the City (or their

respective successors and assigns, as applicable).

ARTICLE 9.03 **Recitals.** The recitals are incorporated herein and made a part of this Agreement.

ARTICLE 9.04 **No Waiver.** A waiver by the City or SCI of any breach of any provision of this Agreement shall not be deemed a waiver of any breach of any other provision hereof or to limit or affect the right of the City or SCI with respect to any future breach of the same provision or any other provision or other breach and shall not be deemed to be a general waiver.

ARTICLE 9.05 **Binding Effect.** Each party represents and warrants to the other that it has been duly authorized and has full power and authority to enter into and be bound by this Agreement, and to perform its obligations hereunder, and that the Agreement is such party's valid and binding obligation, enforceable in accordance with its terms.

ARTICLE 9.06 **Notices.** Except as may otherwise be specifically provided herein, all notices, requests, and other writings required under this Agreement (including any notices of abandonment or termination) must be in writing and shall be deemed validly given on the date posted if sent by certified mail, return receipt requested, or by personal delivery, or by nationally-recognized overnight delivery service addressed as follows (or any other address within the United States that the party to be notified may have designated to the sender by like notice):

CITY:	Steven J. Holler Deputy Corporation Counsel City of Chicago 121 N. LaSalle Street, Room 600 Chicago, IL 60602 (312) 744-6934 sholler@cityofchicago.org
SCI:	SCI Management 1929 Allen Parkway, 7 th Floor Houston, Texas 77019 Attention: Real Estate (Stephen Webster) (713) 525-5277 steve.webster@sci-us.com
WITH COPIES TO:	Seyfarth Shaw LLP 131 South Dearborn Street, Suite 2400 Chicago, Illinois 60603 Attention: Jay A. Gitles (312) 460-5937 jgitles@seyfarth.com

AND TO:

Ryan and Ryan
33 North LaSalle Street, Suite 1530
Chicago, Illinois 60602
Attention: William Ryan
(312) 236-1386
wryan@ryanryanlaw.com

ARTICLE 9.07 **Jurisdiction and Venue.** Except as may otherwise be provided herein, the jurisdiction and venue for any disputes arising hereunder shall be solely in the federal and state courts located in Cook County Illinois.

ARTICLE 9.08 **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois.

ARTICLE 9.09 **Captions.** Article captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

ARTICLE 9.10 **Counterparts.** This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 9.11 **Conflict of Interest/Limitation of Liability.** No member, official or employee of the City shall (a) have any personal interest, direct or indirect, in this Agreement; (b) participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested, or (c) be personally liable to SCI or any successor in interest in the event of any default or breach by the City or for any amount which may become due to SCI or successor or on any obligation under the terms of this Agreement. Redress for any claim against SCI under this Agreement shall be limited to and enforceable only against and to the extent of SCI's interest in the Permanent Easement Parcel and Remaining Cemetery Property. The obligations of SCI under this Agreement are not intended to be and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall SCI be liable to City hereunder for any form of special, indirect or consequential damages.

ARTICLE 9.12 **Provisions not Merged with Deed.** None of the provisions of this Agreement are intended to, nor shall they be merged, by reason of any deed or any judgment order transferring title to any portion of the Nature Preserve Property from SCI to the City or the City to SCI or any successor in interest, and said deed or judgment order shall not be deemed to affect or impair the provisions and covenants of this Agreement, or any applicable provisions of the Agreed Judgment Order.

ARTICLE 9.13 **No Partnership or Joint Venture.** The parties are not partners, fiduciaries or joint venturers, and nothing in this Agreement creates or will create the relation of partners, fiduciaries or joint venturers among or between the parties. Without limiting the generality of the foregoing, each is acting independently, is obligated to separately account for

their respective activities for tax and other purposes, and expressly disclaim any fiduciary duty to the other.

ARTICLE 9.14 **Third Party Beneficiaries.** Subject to the next sentence, the terms, conditions, obligations and benefits of this Agreement are intended solely for the parties hereto. Except for the CPD, which, as the intended end user and owner of the Nature Preserve Property is an intended third party beneficiary and a permitted assignee of the City's rights and obligations under this Agreement, and which shall be entitled to enforce the provisions hereof after assignment by the City and assumption by the CPD, no other third party is an intended beneficiary of this Agreement nor is entitled to enforce any provision hereof. Upon the City's conveyance of the Nature Preserve Property to the CPD, the CPD shall be deemed to have assumed all of the rights and obligations of the City under this Agreement arising on and after such conveyance date, and references in this Agreement to the City shall be deemed to refer to CPD, unless the context clearly requires otherwise.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Water Facilities and Access Easement Agreement as of the date first written above.

SCI ILLINOIS SERVICES, INC.,
an Illinois corporation

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Housing and Economic Development

By: _____
Michael L. Decell, Vice President

By: _____
Andrew J. Mooney
Commissioner

This document was prepared by and after recording return to:

Steve Holler
Deputy Corporation Counsel
City of Chicago
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

I, _____, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Michael L. Decell is personally known to me to be the Vice President of SCI Illinois Services, Inc. (the "SCI"), appeared before me this day in person and acknowledged that he signed and delivered the said instrument pursuant to the authority given to him by SCI, as his free and voluntary act and as the free and voluntary act of SCI, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2011.

Notary Public

My commission expires: _____.

(SEAL)

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Andrew J. Mooney, personally known to me to be the Commissioner
of the Department of Housing and Economic Development, of the City of Chicago, an Illinois
municipal corporation (the "City"), appeared before me this day in person and acknowledged
that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by
the City Council of the City, as his free and voluntary act and as the free and voluntary act of the
City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2011.

Notary Public

My Commission Expires _____

(SEAL)

Exhibit A

Legal Description of Nature Preserve Property

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 01° 43' 39" WEST, 710.00 FEET, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE NORTH 88° 16' 21" EAST, 39.00 FEET, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88° 16' 21" EAST, 475.00 FEET; THENCE NORTH 66° 00' 00" EAST, 160.00 FEET; THENCE NORTH 00° 00' 00" EAST, 198.00 FEET; THENCE NORTH 66° 00' 00" WEST, 128.00 FEET; THENCE NORTH 00° 00' 00" EAST, 372.00 FEET; THENCE SOUTH 90° 00' 00" WEST, 132.00 FEET; THENCE NORTH 00° 00' 00" EAST, 122.00 FEET; THENCE NORTH 42° 00' 00" EAST, 92.00 FEET; THENCE NORTH 00° 00' 00" EAST, 332.00 FEET; THENCE NORTH 29° 00' 00" EAST, 217.00 FEET; THENCE NORTH 12° 00' 00" EAST, 112.00 FEET; THENCE NORTH 11° 00' 00" WEST, 116.00 FEET; THENCE NORTH 29° 14' 54" WEST, 103.34 FEET TO A POINT THAT IS 233.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 88° 12' 34" WEST, 530.29 FEET, PARALLEL WITH SAID NORTH LINE AFORESAID, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 50.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 233.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 01° 25' 13" WEST, 200.31 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE TO A BEND POINT, SAID POINT BEING 39.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, AND ALSO BEING 433.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE SOUTH 01° 43' 39" EAST, 1,511.07 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, CONTAINING 20.585 ACRES, MORE OR LESS.

THE ABOVE-DESCRIBED PROPERTY IS THE SAME PROPERTY AS (A) THE EXCEPTION PARCEL LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF SURVEY OF PART OF ROSEHILL CEMETERY PREPARED BY C3 CORPORATION (REV. 2, 09/5/11), (B) THE NATURE PRESERVE PROPERTY (a/k/a EXCEPTION TO ROSEHILL CEMETERY, PARK DISTRICT PARCEL) LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF ROSEHILL CEMETERY DETAIL B PREPARED BY C3 CORPORATION (REV. 2, 09/05/11) and (C) THE NATURE PRESERVE PROPERTY LEGALLY DESCRIBED AND DEPICTED IN THE PLAT OF NATURE PRESERVE PROPERTY, PERMANENT EASEMENT PARCEL, DRAINAGE EASEMENT AREA, SETBACK AREA, TEMPORARY FENCING ACCESS AREA, FENCING EASEMENT AREA AND FENCING BOUNDARIES PREPARED BY C3 CORPORATION (REV. 5, 09/06/11).

Exhibit B-1

Legal Description of Permanent Easement Parcel

[TO COME AT CLOSING - BASED ON THE DEPICTION SET FORTH IN EXHIBIT K-1 TO THE PURCHASE AGREEMENT AND THE DIMENSIONS REFLECTED IN THAT CERTAIN PLAT OF SURVEY OF PART OF ROSEHILL CEMETERY DETAIL B PREPARED BY C3 CORPORATION (REV. 2 DATED 9/5/11)]

Exhibit B-2

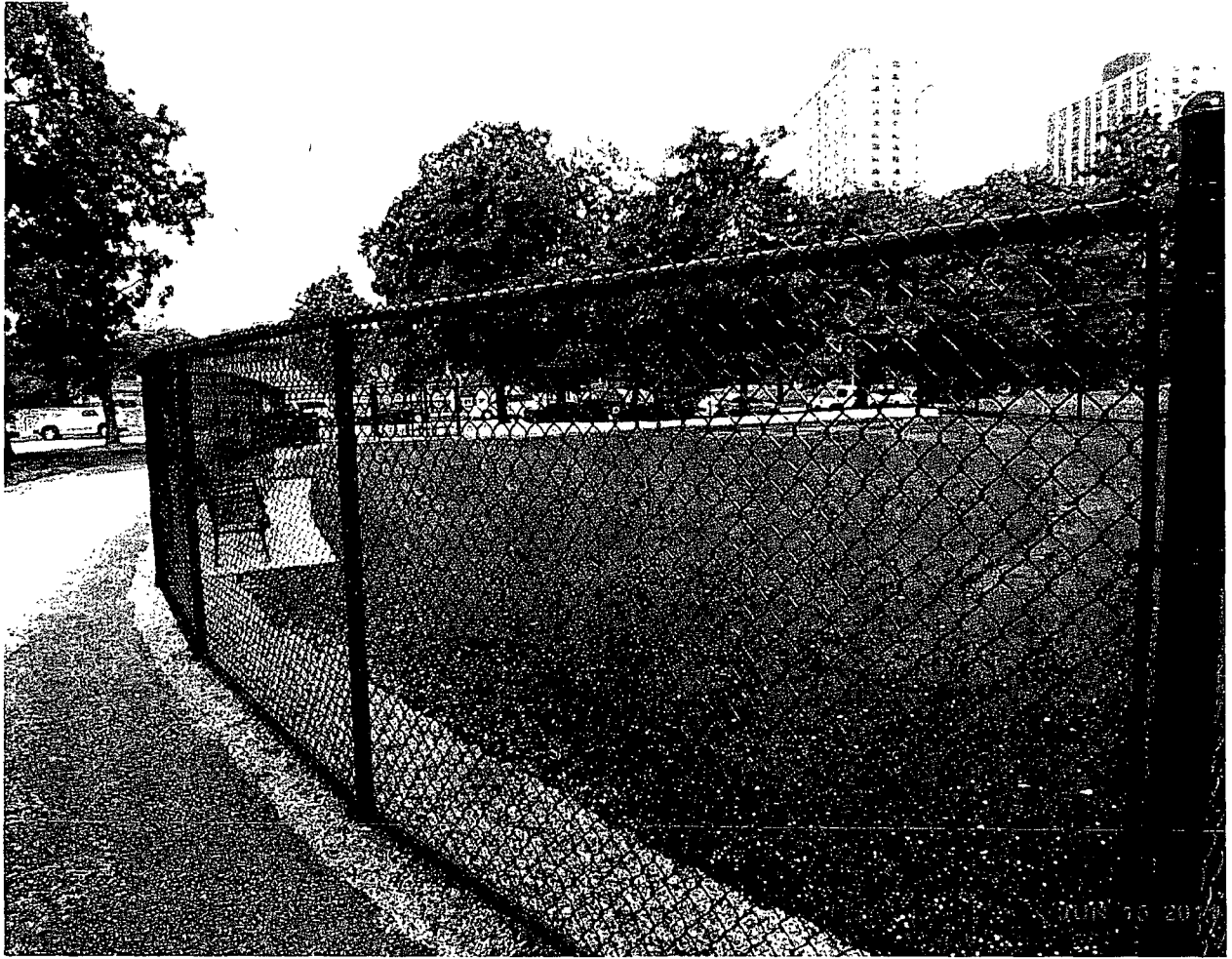
Depiction of Permanent Easement Parcel

[SEE EXHIBIT K-1 TO PURCHASE AGREEMENT]

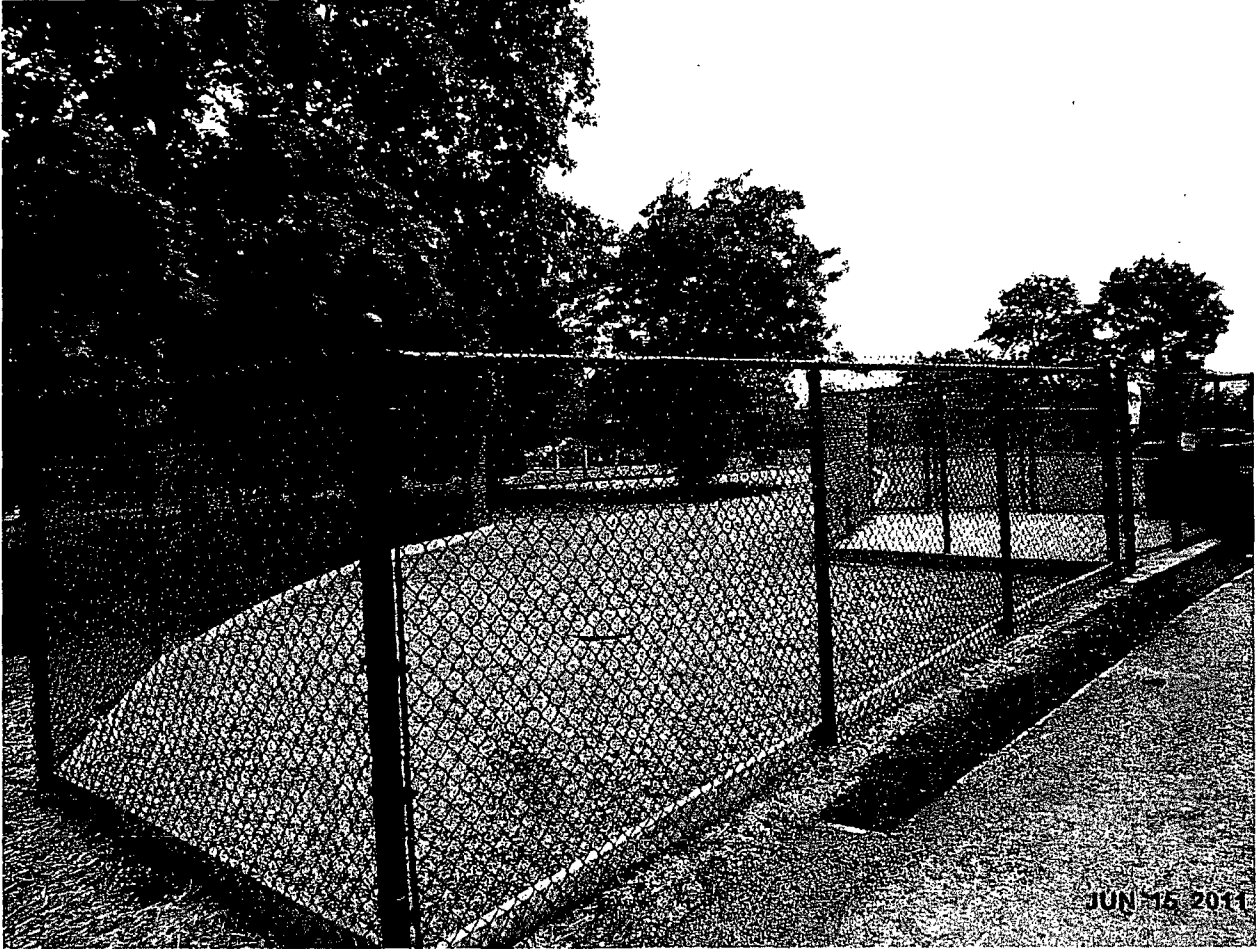
Exhibit C

Depiction of Fence









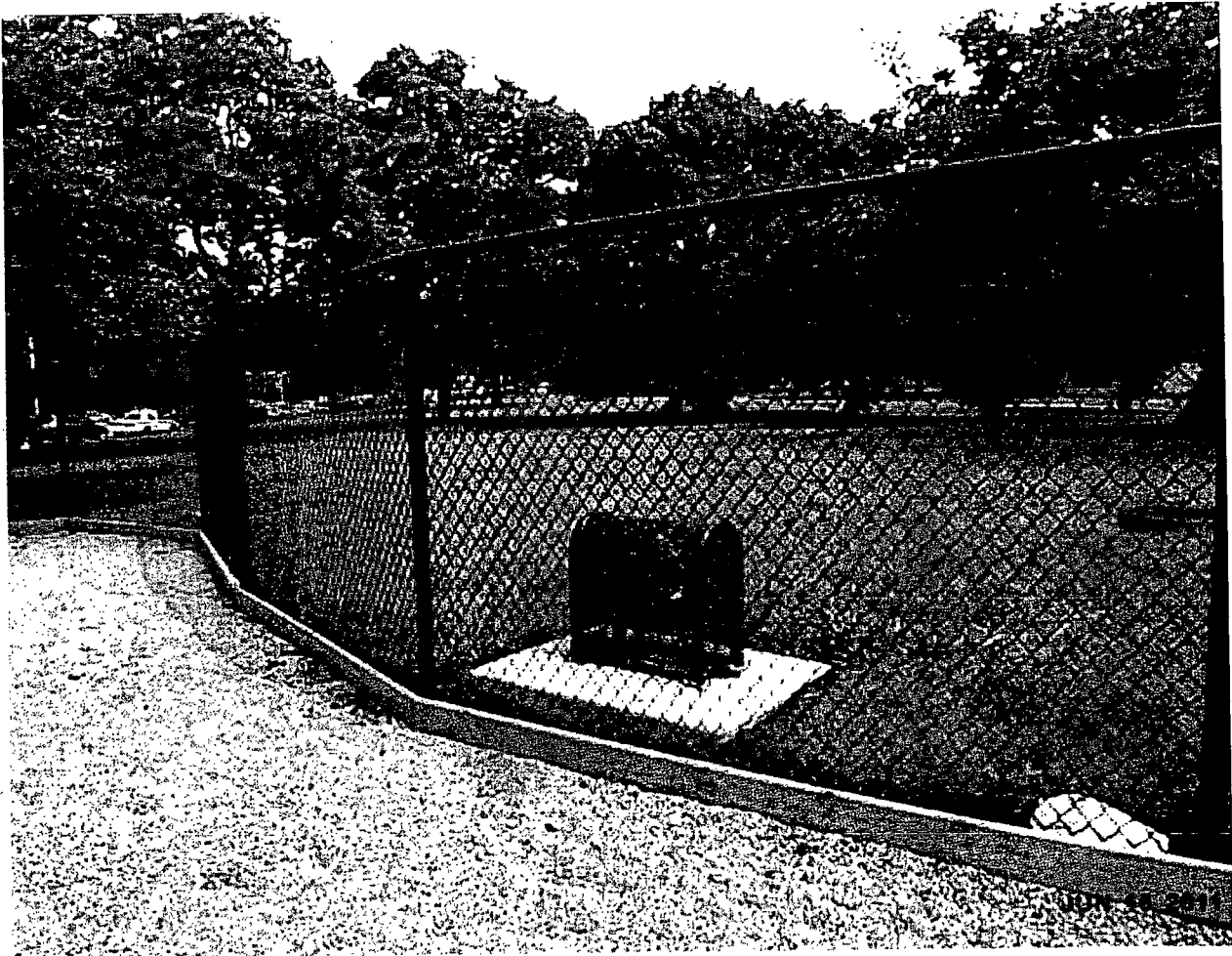


Exhibit D

Current Survey, Showing Pond Boundaries and Existing Entrance Road

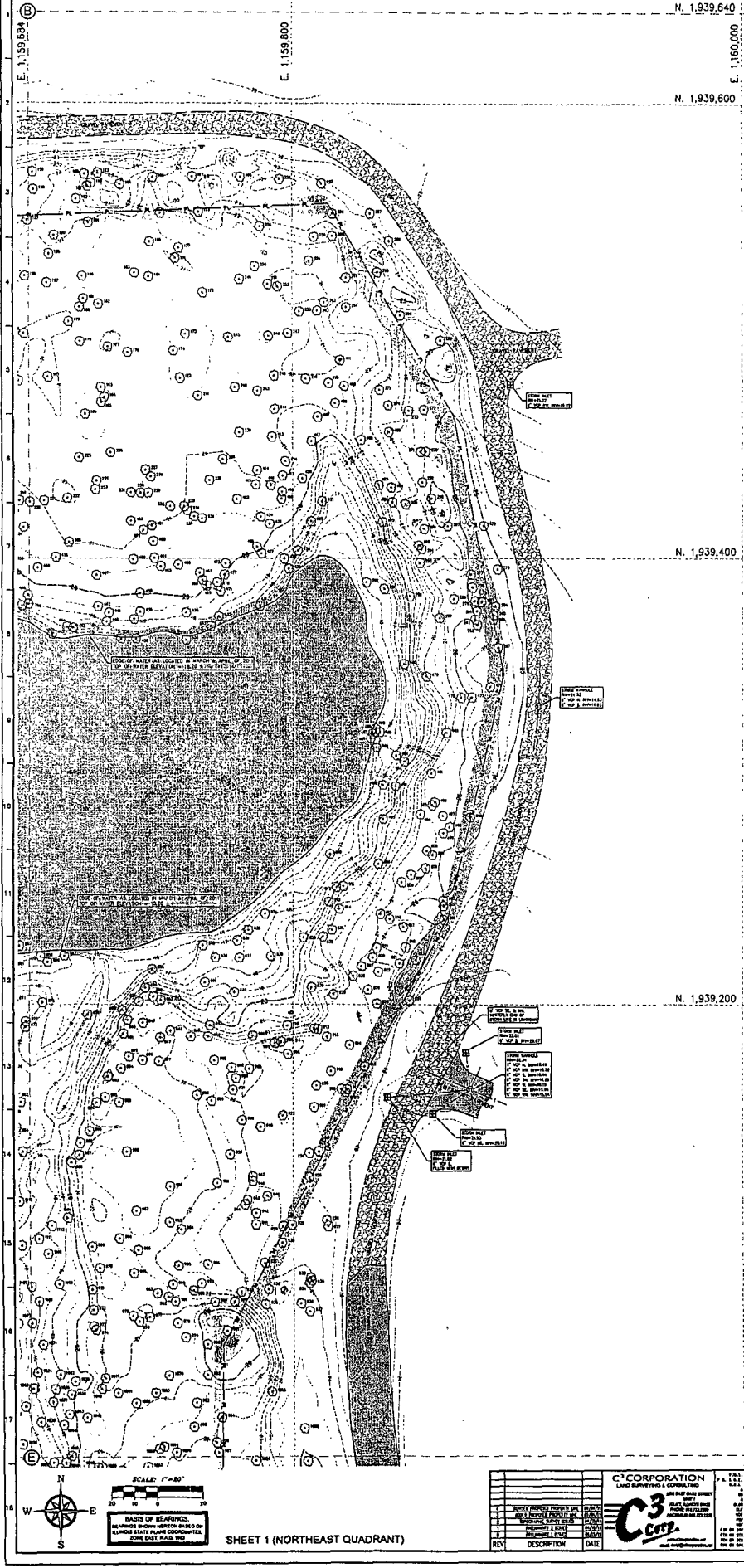
[SEE EXHIBIT K-1 TO PURCHASE AGREEMENT]

Exhibit E-1

Sheet 1 of C3 Corporation Survey

[SEE ATTACHMENT]

TOPOGRAPHIC SURVEY OF THE NORTHWEST CORNER OF ROSEHILL CEMETERY



LEGEND

	EXISTING BUILDING LOCATION
	PARCEL LIMITS
	SECTION LINE
	QUARTER SECTION LINE
	QUARTER-QUARTER SECTION LINE
	EXISTING A.S.M. LINE
	EASEMENT
	EASEMENT P.M. & S.E.
	BUILDING SETBACK LINE
	CENTER LINE
	SECTION CORNER
	QUARTER SECTION CORNER
	P.O.C.
	PLACE OF BEGINNING
	MEASURED DISTANCE
	RECORD DISTANCE
	CALCULATED DISTANCE
	RADIUS
	LENGTH OF CURVE
	CURVE BEARING
	PUBLIC UTILITY EASEMENT
	P.U.E.
	CURB & GUTTER
	DEPRESSED CURB
	ASPHALT PAVEMENT
	GRAVEL PAVEMENT
	CONCRETE PAVEMENT
	STORM LINE
	WATERMAIN LINE
	ELECTRIC LINE
	OVERHEAD WIRES
	ROADWAY FROM FENCE
	CENTER LINE DITCH
	MAJOR CONTOUR (5' INCREMENTS)
	MINOR CONTOUR (1' INCREMENTS)
	DECIDUOUS TREE WITH TAG NUMBER
	STORM SEWER
	STORM CATCH BASIN
	STORM INLET
	STORM DRAIN DUCT
	VITRIFIED CLAY PIPE
	DUCT TILE FROM PIPE
	ELECTRIC MANHOLE
	TRANSFORMER ON CONCRETE PAD
	POWER POLE
	STREET LIGHT POLE
	SIGN
	FIRE HYDRANT
	WATER VALVE VAULT
	ELEVATION
	FACE OF WALL
	TOP OF CURB
	TOP OF CURB DEPRESSED
	STORM LINE
	TOP OF MANHOLE
	TOP OF MANHOLE (ELEVATION)
	TOP OF MANHOLE (WIDTH)
	PAINTED ELECTRIC WIRE

WEST PETERSON AVENUE	
SHEET 2 NORTHWEST QUADRANT	SHEET 1 NORTHEAST QUADRANT
SHEET 3 MIDDLE WEST QUADRANT	SHEET 4 MIDDLE EAST QUADRANT
WEST HOLLYWOOD AVENUE	

SURVEYOR'S NOTES:

- NO PROPERTY BOUNDARIES WERE CONSIDERED FOR THIS TOPOGRAPHIC SURVEY.
- PROPERTY LINES SHOWN ON THIS TOPOGRAPHIC SURVEY ARE FOR INFORMATION ONLY AND DO NOT CONSTITUTE A GUARANTEE OF ACCURACY BY THE SURVEYOR.
- ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- ALL BEARINGS ARE IN DEGREES, MINUTES AND SECONDS.
- ALL CURVES ARE IN FEET AND DECIMALS THEREOF.
- ALL ELEVATIONS ARE IN FEET AND DECIMALS THEREOF.
- ALL POINTS LOCATED IN THE SURVEY ARE IDENTIFIED BY THEIR SYMBOLS AND TAG NUMBERS.
- ALL POINTS LOCATED IN THE SURVEY ARE IDENTIFIED BY THEIR SYMBOLS AND TAG NUMBERS.
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- ALL POINTS LOCATED IN THE SURVEY ARE IDENTIFIED BY THEIR SYMBOLS AND TAG NUMBERS.

UTILITY STATEMENT

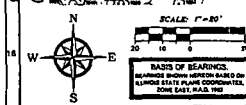
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. EITHER BY SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES DECLINE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

CALL DIGGER

888-333-3333

4-5-22-7-4-4-7-000

Digger is a twenty-four (24) hour service network system established to prevent construction and project delays from finding any existing (110V, 220V) water, gas, sewer, electric, and other utilities within the City of Chicago's Corporate Limits. This system includes all utilities at residential addresses. All non-emergency residential transactions require a forty-eight (48) hour advance prior notice (including Saturdays, Sundays, and holidays) to Digger at 312-744-7000.



SHEET 1 (NORTHEAST QUADRANT)

C3 CORPORATION LAND SURVEYING & CONSULTING		F.A.S. SOUTH OF THE CENTER S.E. EAST OF THE CENTER S.W. WEST OF THE CENTER N.E. NORTH OF THE CENTER N.W. NORTHWEST OF THE CENTER S.E. SOUTHEAST OF THE CENTER S.W. SOUTHWEST OF THE CENTER N.E. NORTHEAST OF THE CENTER N.W. NORTHWEST OF THE CENTER	
SURVEYOR'S NOTES: 1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF. 2. ALL BEARINGS ARE IN DEGREES, MINUTES AND SECONDS. 3. ALL CURVES ARE IN FEET AND DECIMALS THEREOF. 4. ALL ELEVATIONS ARE IN FEET AND DECIMALS THEREOF. 5. ALL POINTS LOCATED IN THE SURVEY ARE IDENTIFIED BY THEIR SYMBOLS AND TAG NUMBERS. 6. ALL POINTS LOCATED IN THE SURVEY ARE IDENTIFIED BY THEIR SYMBOLS AND TAG NUMBERS. 7. ALL POINTS LOCATED IN THE SURVEY ARE IDENTIFIED BY THEIR SYMBOLS AND TAG NUMBERS. 8. ALL POINTS LOCATED IN THE SURVEY ARE IDENTIFIED BY THEIR SYMBOLS AND TAG NUMBERS.		Project Number: CS-11-0977 Project S&W Number: CS-11-0977 Drawn By: JRM Checked By: JRM Date: 04/14/11 Project Name: NORTHWEST QUADRANT ROSEHILL CEMETERY Property Address: 1100 NORTH BAYVIEW ROAD, CHICAGO, ILLINOIS 60642	

Exhibit E-2

Sheet 2 of C3 Corporation Survey

[SEE ATTACHMENT]

TOPOGRAPHIC SURVEY OF THE NORTHWEST CORNER OF ROSEHILL CEMETERY

N. 1,939,640

E. 1,159,600

E. 1,159,604

E. 1,159,238

N. 1,939,600

NORTH WESTERN AVENUE

N. 1,939,400

N. 1,939,200

NORTH WESTERN AVENUE

N. 1,939,000



BASIS OF BEARINGS
BEARINGS ARE GIVEN NEAR BASES ON
PLANNED MAIN ROAD CORNER
FROM EAST, N. A. S. 193

SHEET 2 (NORTHWEST QUADRANT)

REV.	DESCRIPTION	DATE



C3 CORPORATION
LAND SURVEYING & CONSULTING
INCORPORATED
1000 WEST 10TH STREET
DENVER, COLORADO 80202
TEL: 333-8333
FAX: 333-8333

SURVEYOR'S NOTE:
1. ALL MEASUREMENTS ARE GIVEN IN FEET AND DECIMALS.
2. DATA SOURCES: AS NOTED ON DRAWING.
3. ADJUSTMENTS: NONE.
4. CORRECTIONS: NONE.
5. BEARING: AS NOTED ON DRAWING.
6. DISTANCE: AS NOTED ON DRAWING.
7. AREA: AS NOTED ON DRAWING.
8. VOLUME: AS NOTED ON DRAWING.
9. PERCENTAGE: AS NOTED ON DRAWING.
10. TOTAL: AS NOTED ON DRAWING.

Project No. C3-11-0977
Client: THE CITY OF DENVER
Date: 04/25/11
Sheet: 2 of 2
Drawn by: J. L. LINDSEY
Checked by: J. L. LINDSEY
Approved by: J. L. LINDSEY



Exhibit E-3

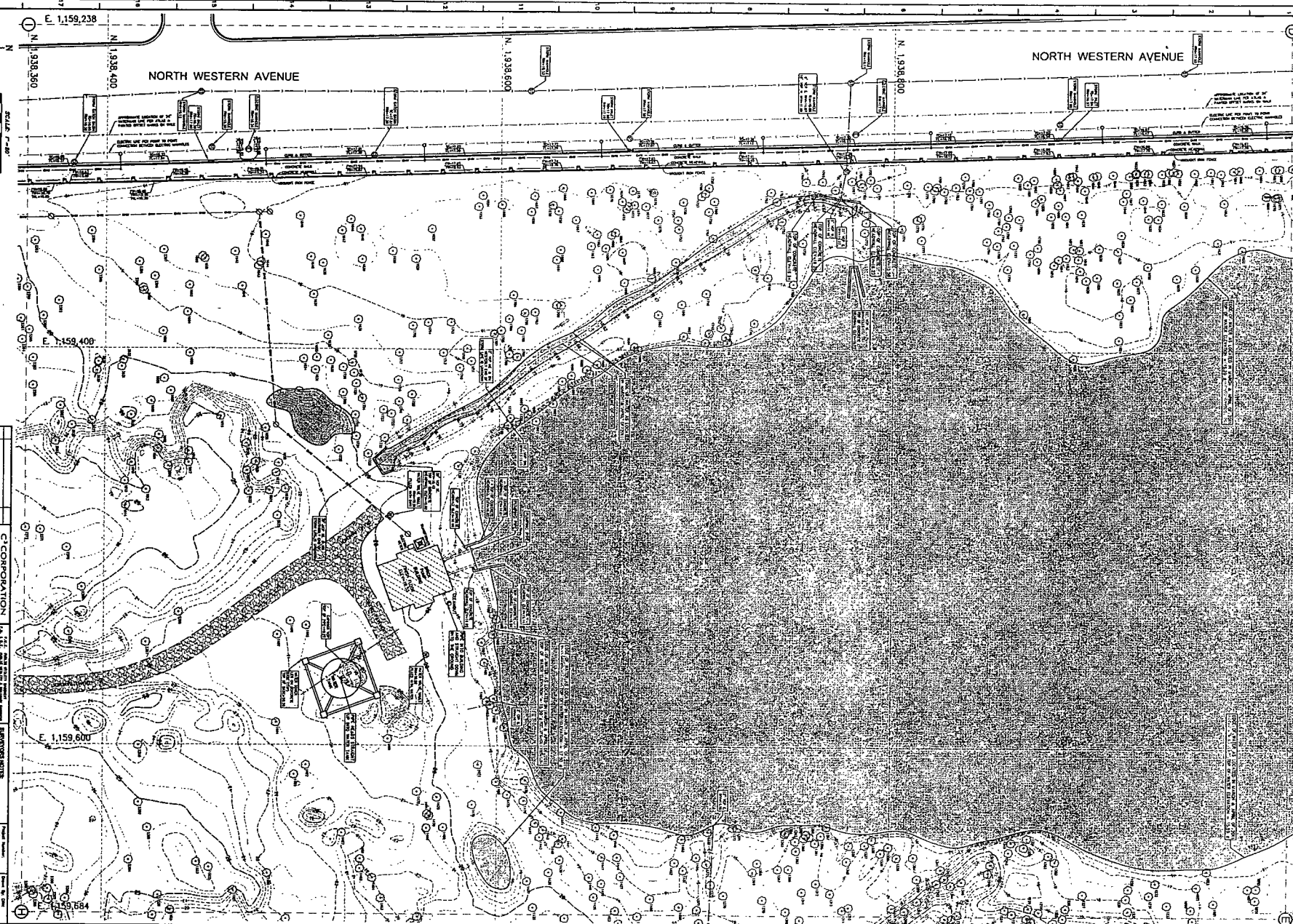
Sheet 3 of C3 Corporation Survey

[SEE ATTACHMENT]

TOPOGRAPHIC SURVEY OF THE NORTHWEST CORNER OF ROSEHILL CEMETERY

N. 1,939,000

E



SCALE OF EQUIVALENTS
 1" = 20' (VERTICAL)
 1" = 40' (HORIZONTAL)

SHEET 3 (MIDDLE WEST QUADRANT)

NO.	DESCRIPTION	DATE
1
2
3
4
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20
21
22
23
24
25
26
27
28
29
30

NO.	DESCRIPTION	DATE
1
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C CORPORATION
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CITY

NO.	DESCRIPTION	DATE
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Exhibit F

Dredging

1. SCI shall be entitled to determine the scope of dredging work to be performed and the budget for such work, subject to the reasonable approval of the City and CPD, not to be unreasonably withheld or delayed. The City and CPD agree to cooperate promptly with SCI in the timely processing of any required permits and approvals as may be necessary from time to time in connection with dredging work to be performed by or on behalf of SCI at the Nature Preserve Property from time to time.
2. SCI may unilaterally decide whether to spend the entire Additional Purchase Price on dredging.
3. Any initial dredging shall be completed by December 31, 2013.
4. Solid dredged materials (*i.e.*, not pond water) shall be disposed off-site (*i.e.*, not on the Nature Preserve Property) at SCI's expense unless SCI, the City and CPD otherwise agree in writing.
5. SCI shall give the City and CPD not less than fifteen (15) days' notice of any dredging work.
6. SCI shall from time to time provide the City and CPD, upon such parties' written request, with contracts, invoices, and lien waivers in connection with any dredging by SCI at the Nature Preserve Property.
7. SCI shall use reasonable efforts to schedule dredging work after September 15th and prior to winter, when plants are dying or dormant and summer program activities are over.

EXHIBIT E

Permitted Exceptions

Covenants, conditions and restrictions of record.

Declaration of Covenants and Restrictions dated as of June 11, 1990, recorded as Document 90341225, as amended.

Water Facilities and Access Easement Agreement.

Agreed Order.

Real estate taxes for the year 2010 and subsequent years.

RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.

ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.

ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.

TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

RIGHTS, INTERESTS AND EASEMENTS OF ANY AND ALL PERSONS WHO HAVE PURCHASED BURIAL LOTS OR PARTS THEREOF LOCATED ON THE LAND.

EASEMENTS FOR DRIVEWAYS, ALLEYS, WALKS AND OTHER WAYS UPON OR OVER THE LAND OR ANY PART THEREOF.

STATUTORY RIGHTS AND POWERS OF THE STATE OF ILLINOIS AND OF THE MUNICIPALITY IN OR NEAR WHICH THAT LAND IS LOCATED TO REGULATE AND CONTROL THE USE OF THE LAND AS A CEMETERY AND ALSO TO REGULATE AND CONTROL THE INTERMENT OR REMOVAL OF DEAD BODIES IN OR FROM THE LAND OR ANY BUILDING LOCATED THEREON.

RIGHTS OF THE MUNICIPALITY STATE OF ILLINOIS, THE PUBLIC AND ADJOINING OWNERS IN AND TO THAT PART OF THE LAND FALLING IN STREETS, ALLEYS, ROADS, OR HIGHWAYS, AS PHYSICALLY OPEN AND USED ON SUCH BORDER EDGES OF OUR CAPTION AS MAY ENCOMPASS SUCH PUBLIC ROADS AND STREETS.

RIGHTS OF PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS, ETC., IN STREETS AND ALLEYS.

EXHIBIT F

Dredging

1. Seller shall be entitled to determine the scope of dredging work to be performed and the budget for such work, subject to the reasonable approval of the City and Park District, not to be unreasonably withheld or delayed. The City and Park District agree to cooperate with the Seller in the timely processing in due course of any required permits and approvals as may be necessary from time to time in connection with dredging work to be performed by or on behalf of Seller at the Nature Preserve Property from time to time.
2. Seller may unilaterally decide whether to spend the entire Additional Purchase Price on dredging.
3. Any initial dredging shall be completed by December 31, 2013.
4. Solid dredged materials (*i.e.*, not pond water) shall be disposed off-site (*i.e.*, not on the Nature Preserve Property) at the Seller's expense unless the Seller, the City and Park District otherwise agree in writing.
5. Seller shall give the City and Park District not less than fifteen (15) days' notice of any dredging work.
6. Seller shall from time to time provide the City and Park District, upon such parties' written request, with contracts, invoices, and lien waivers in connection with any dredging by Seller at the Nature Preserve Property.
7. Seller shall use reasonable efforts to try to schedule dredging work after September 15th and prior to winter, when plants are dying or dormant, and after summer program activities have ended.

EXHIBIT G

Intentionally Omitted

EXHIBIT H

ALTA Statement

CHICAGO TITLE INSURANCE COMPANY

Commitment No. _____

Loan No. _____

Date: _____

The actual knowledge and belief of Michael L. Decell, Vice President of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months (a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; (b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the building(s) thereon, as fixtures; © nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; (d) nor have any notices of lien been received, except the following, if any: NONE

2. That there are no revolving credit mortgages, line of credit mortgages, home equity loan mortgages, or other voluntary liens or mortgages affecting title, other than those shown on Schedule B of the Commitment, except the following, if any: NONE

3. That all management fees, if any, are fully paid, except the following: NONE

4. Intentionally deleted.

5. Limited only to the time frame in which the undersigned has owned the property shown in Schedule A of the Commitment, the undersigned has not entered into any unrecorded contracts or options to purchase the land, except the following, if any: NONE

6. Limited only to the time frame in which the undersigned has owned the property shown in Schedule A of the Commitment, the undersigned has not entered into any unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any: NONE

7. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and the obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers or pledges thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.

The undersigned makes the above statement for the purpose of inducing Chicago Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

Seller or Owner

Purchaser

SCI Illinois Services, Inc.

(Seal)

(Seal)

c/o SCI Funeral Home & Cemetery Purchasing Cooperative
Attention: Steve Webster
1929 Allen Parkway
Houston, TX 77019

EXHIBIT I

Owner's Affidavit

AFFIDAVIT AGAINST DEBTS, LIENS, AND OTHER INTERESTS

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

BEFORE ME, the undersigned, Michael L. Decell, Vice President (hereinafter called "Affiant", whether one or more) being duly sworn on oath to his actual knowledge without obligation to research the matters or veracity herein says that:

1. Affiant represents SCI Illinois Services, Inc., an Illinois corporation (hereinafter called "Owner"), which is the owner of the following premises and is familiar with the Property.

(SEE DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF)

More commonly known as: 20.585 acre portion of Rosehill Cemetery, Chicago, IL.

2. Owner has present possession of the premises and there are no other lessees or tenants in possession. NOTE: IF ALL OR PART OF THE PREMISES IS IN POSSESSION OF OTHER TENANTS OR UNDER LEASE, LIST ALL TENANTS AND ATTACH COPY OF ALL LEASE AGREEMENTS.
3. Affiant further states, that no work has been done or materials furnished to said premises, or any part hereof, or demolition of existing improvements conducted thereon, for the past six (6) months and that there are no outstanding claims for the furnishing or material or labor for erection, construction, alteration or demolition or any building on the premises whereby the same are now or might become subject to mechanic's or other liens, EXCEPT AS LISTED BELOW:
None

This affidavit is made for the purpose of inducing Chicago Title Insurance Company to issue an Owner and/or Mortgagee Policy of Title Insurance on the premises without exception to rights of parties in possession, taxes/tax liens, or mechanic's and materialman's lien claims which do not appear of record.

EXECUTED this ____ day of _____, 2011.

SCI Illinois Services, Inc., an Illinois corporation

By: _____
Printed Name: Michael L. Decell

Title: Vice President

SWORN AND SUBSCRIBED TO BEFORE ME, the undersigned authority by Michael L. Decell, as Vice President of SCI Illinois Services, Inc., an Illinois corporation on this the ____ day of _____, 2011.

Notary Public, State of Texas
Printed Name of Notary: Diana De Lane

EXHIBIT "A" (to Affidavit)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF WEST PETERSON AVENUE AND THE EAST LINE OF NORTH WESTERN AVENUE, SAID POINT BEING 33.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 6, AFORESAID AND 50.00 FEET EAST OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, AFORESAID, THENCE SOUTH 01° 43' 27" EAST 200.00 FEET, ALONG THE EAST LINE OF SAID NORTH WESTERN AVENUE, TO THE POINT OF BEGINNING, THENCE NORTH 88° 12' 13" EAST, 526.79 FEET, PARALLEL WITH THE SOUTH LINE OF WEST PETERSON AVENUE; THENCE SOUTH 30° 54' 55" EAST 104.06 FEET; THENCE SOUTH 11° 02' 30" EAST 116.30 FEET; THENCE SOUTH 12° 46' 31" WEST 111.94 FEET; THENCE SOUTH 27° 49' 12" WEST 215.59 FEET; THENCE SOUTH 00° 34' 29" WEST 331.89 FEET; THENCE SOUTH 43° 27' 58" WEST 93.82 FEET; THENCE SOUTH 01° 18' 26" WEST 115.57 FEET; THENCE SOUTH 87° 42' 41" EAST 139.61 FEET; THENCE SOUTH 00° 01' 31" WEST 373.17 FEET; THENCE SOUTH 65° 58' 00" EAST 127.13 FEET; THENCE SOUTH 03° 22' 50" EAST 207.76 FEET; THENCE SOUTH 71° 25' 35" WEST 181.87 FEET; THENCE SOUTH 90° 00' 00" WEST 461.58 FEET TO THE EAST LINE OF AFORESAID NORTH WESTERN AVENUE; THENCE NORTH 01° 43' 27" WEST 1,498.53 FEET ALONG SAID EAST LINE; THENCE NORTH 01° 25' 26" EAST 200.31 FEET TO THE POINT-OF-BEGINNING, ALL IN COOK COUNTY, STATE OF ILLINOIS.

CONTAINING 20.58 ACRES, MORE OR LESS.

EXHIBIT K-1

Access Gate To Water Facilities Improvements

[SEE ATTACHED]

15

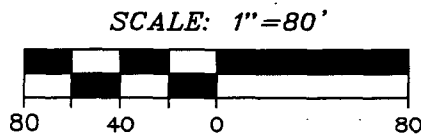
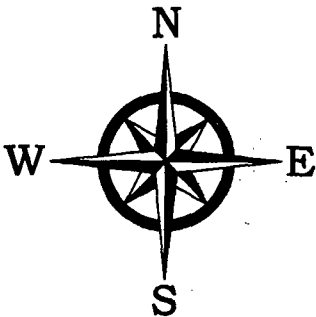
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WEST BRYN
MAWR AVENUE

TE
AC



BASIS OF BEARINGS:
 BEARINGS SHOWN HEREON BASED ON
 ILLINOIS STATE PLANE COORDINATES,
 ZONE EAST; N.A.D. 1983

See Plat of Rosehill Cemetery Detail B For Dimensions of Permanent
 Easement Parcel and Drainage Easement

10
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12
13

NORTH WESTERN AVENUE

N 88°16'21" E 475.00'

26.00'

SEE FENCING EASEMENT AGREEMENT DATED _____, 2011 BETWEEN SCI SERVICES, INC. AND CITY OF CHICAGO FOR EASEMENT AREA TERMS AND CONDITIONS

SEE SETBACK AREA RESTRICTIVE COVENANTS DATED _____, 2011 BETWEEN

F
PAF

NCING
(F.A.A.)



**ROSEHILL
CEMETERY**

5800 N. RAVENSWOOD AVENUE
CHICAGO
ILLINOIS 60660
LOCATION 306

REV	DESCRIPTION	DATE
5	RE-ISSUED WITH CHANGES PER CLIENT	09/06/11
4	RE-ISSUED WITH CHANGES PER CLIENT	09/05/11
3	ISSUED	09/05/11
2	3rd PRELIMINARY ISSUED	09/02/11
1	2nd PRELIMINARY ISSUED	09/01/11
0	PRELIMINARY ISSUED	08/31/11

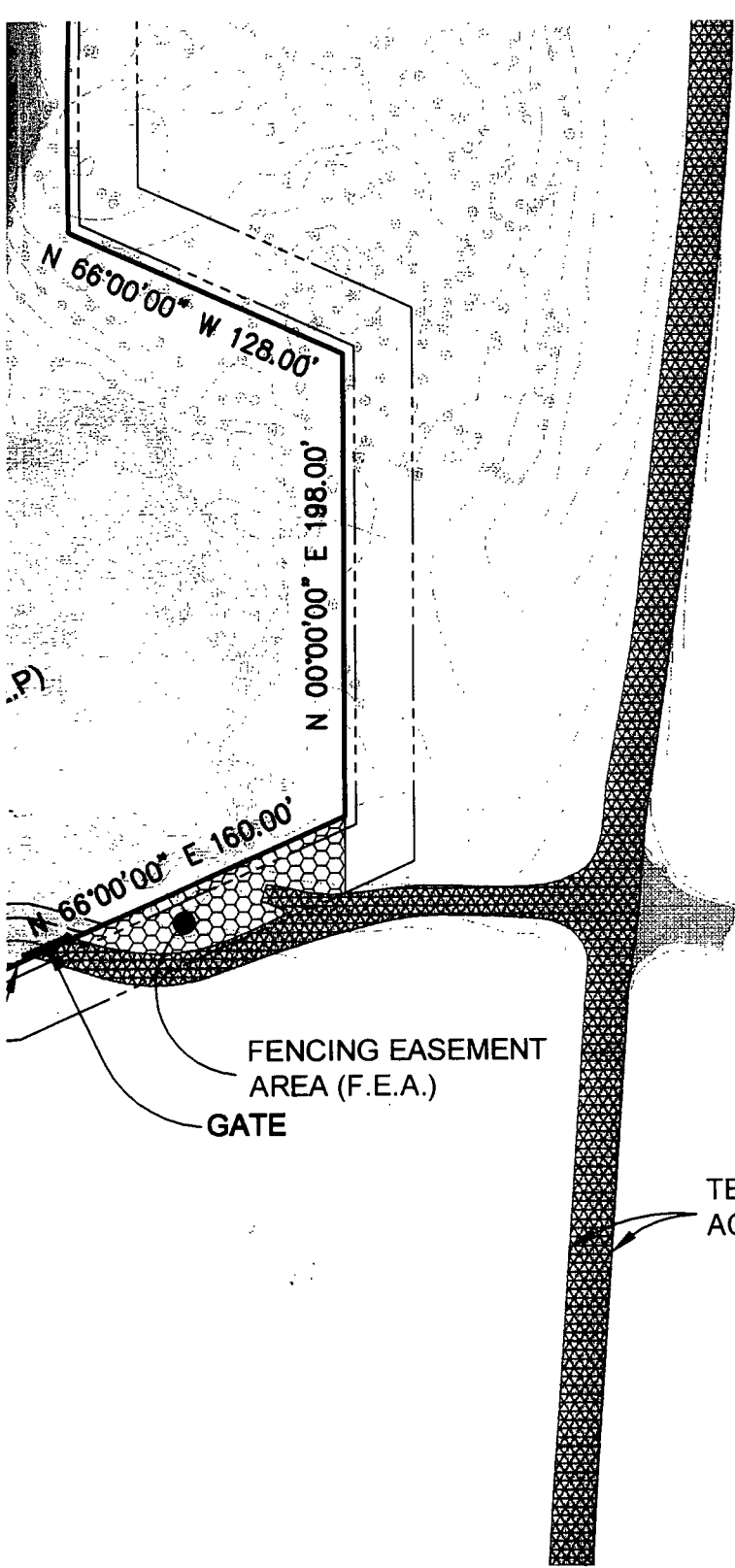
C³ CORPORATION
LAND SURVEYING & CONSULTING



2803 EAST CASS STREET
UNIT 1
JOLIET, ILLINOIS 60432
PHONE: 815.723.2200
FACSIMILE: 815.723.2202

www.c3corporation.net
email: carol@c3corporation.net

Project Number: C3-11-0977	Drawn By: Date: 09,
Project XREF Number:	Checked Date: 09,
Ordered By: SCI DIGNITY 306	Field Wor Date:
Property Address: 5800 NORTH RAVENSWOOD CHICAGO, ILLINOIS 60660	



FENCING EASEMENT
AREA (F.E.A.)

GATE

TEMPORARY FENCING
ACCESS AREA (T.F.A.A.)

POND CONTAINS 4.6 ACRES +/-

LOCATION OF CITY WATER IMPROVEMENTS

P.O.B. DRAINAGE EASEMENT AREA

STORM MANHOLE DROP SHAFT

20.00' DRAINAGE EASEMENT

DRAINAGE EASEMENT FENCE

S 01°43'39" E 1511.07'

20.00'

PERMANENT EASEMENT PARCEL (P.E.P)

N 00°00'00" E 122.00'

GATES

26.00'

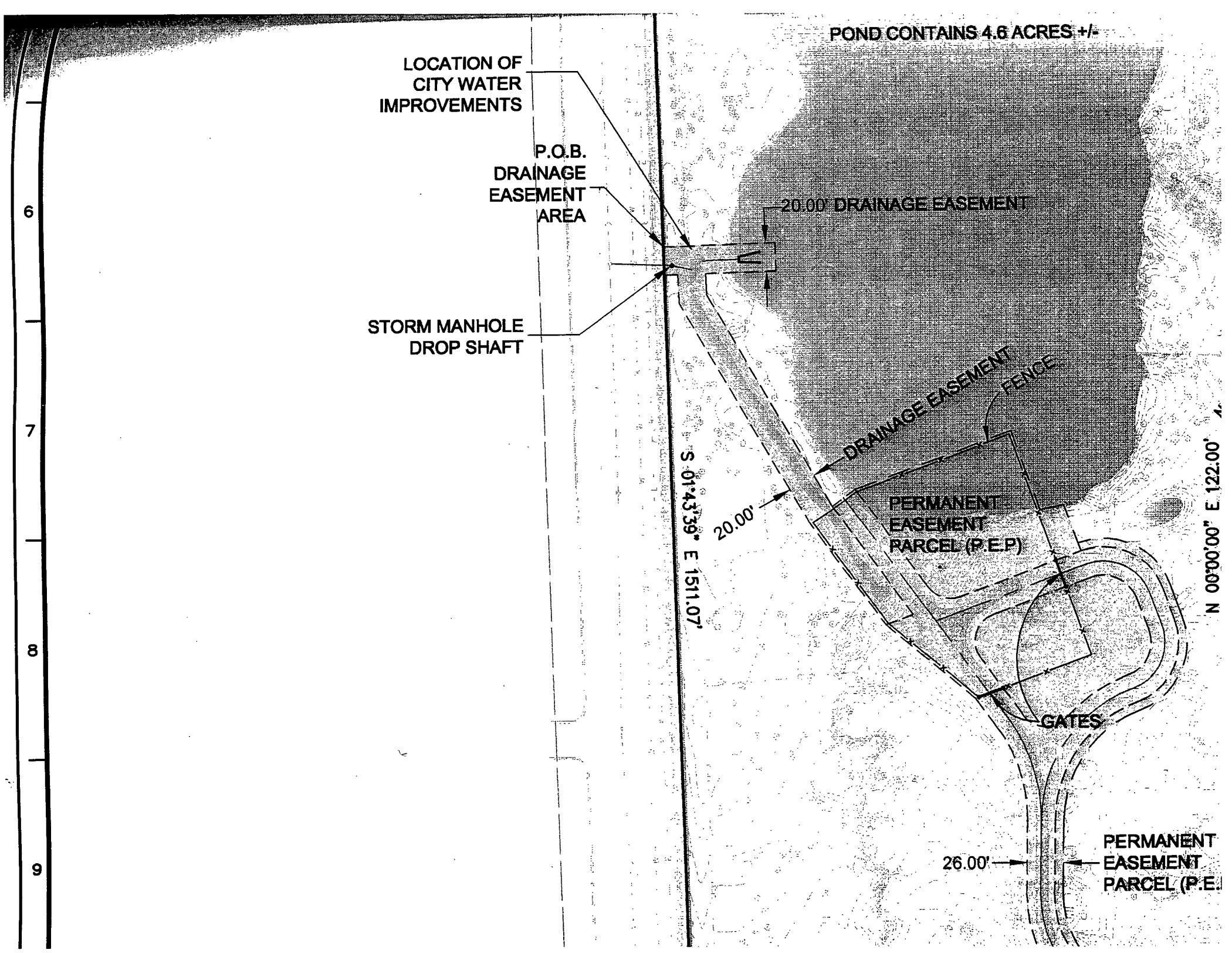
PERMANENT EASEMENT PARCEL (P.E.)

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7

8

9



4

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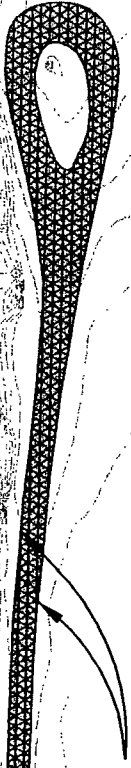
2

1

NORTH WESTERN AVENUE

S. 01°25'13" W. 200.31'

S. 88°12'34" W. 530.29'



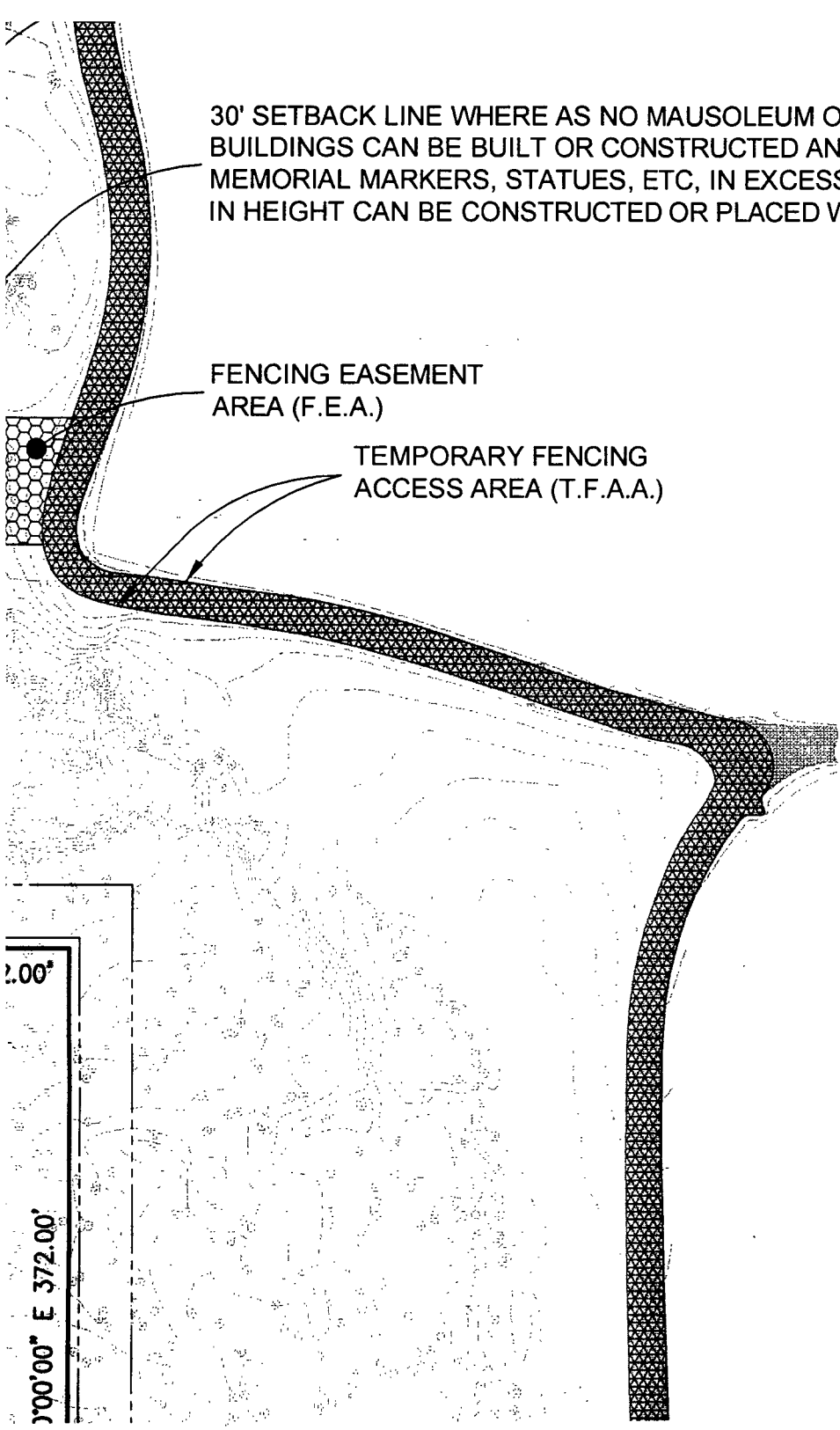
30' SETBACK LINE WHERE AS NO MAUSOLEUM OR BUILDINGS CAN BE BUILT OR CONSTRUCTED AND NO MEMORIAL MARKERS, STATUES, ETC, IN EXCESS OF 6 FEET IN HEIGHT CAN BE CONSTRUCTED OR PLACED WITHIN

FENCING EASEMENT AREA (F.E.A.)

TEMPORARY FENCING ACCESS AREA (T.F.A.A.)

2.00'

372.00' E 372.00'



G

H

I

J

K

L

1G
(A.)

EXHIBIT PLAT

Nature Preserve Property, Permanent Easement Parcel,
Drainage Easement Area, Setback Area, Temporary
Fencing Access Area, Fencing Easement Area and
Fencing Boundaries

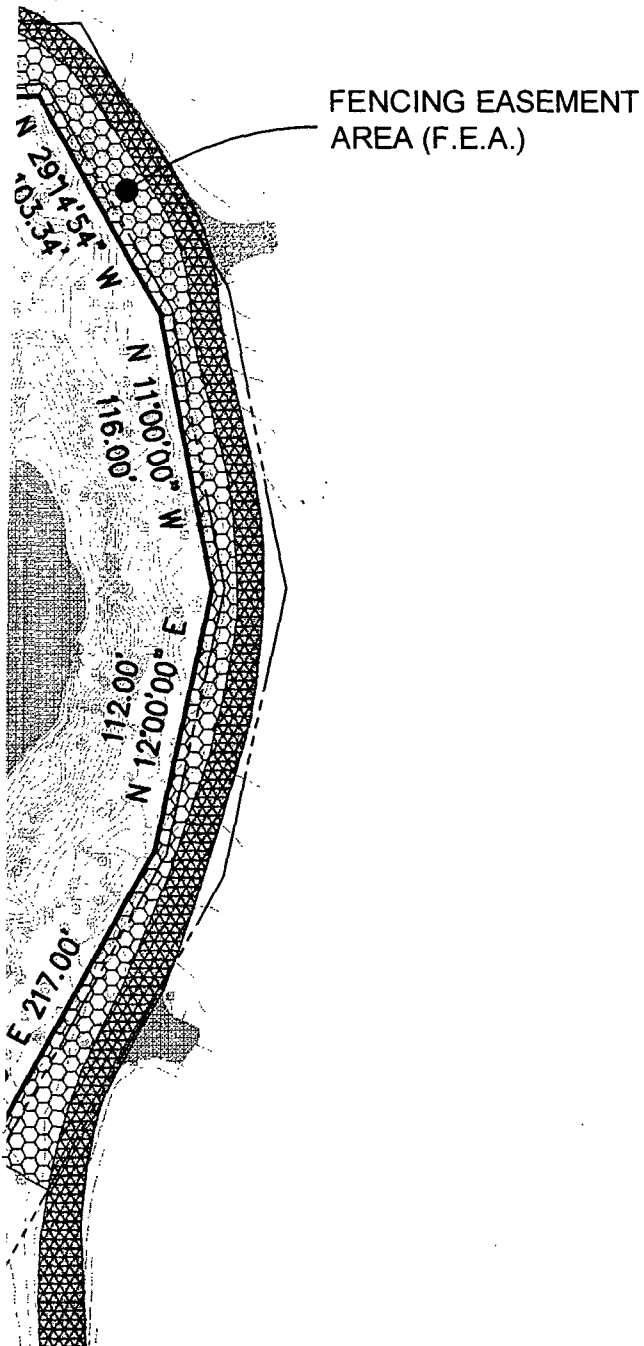


EXHIBIT K-2

Access Gate To Fenced In Portion of Permanent Easement Parcel

[SEE EXHIBIT K-1]

EXHIBIT L

Agreed Judgment Order

[SEE ATTACHED]

ILLINOIS SERVICES, INC., AS SUCCESSOR BY MERGER TO BLAKE-LAMB FUNERAL HOMES, INC., FORMERLY KNOWN AS ROSEHILL HOLDINGS, INC., ROSEHILL MEMORIAL, INC., AND ROSEHILL CEMETERY COMPANY ("DEFENDANT") appearing by its attorneys, RYAN AND RYAN and WILLIAM E. RYAN, ESQ. (The Plaintiff and Defendant are collectively referred to herein as the "Parties.")

The Court finds that process has been served on all Defendants to this proceeding as provided by statute or the Defendants have entered their appearances, and that the Court has sole jurisdiction of the subject matter of this proceeding and of all parties thereto; that the PLAINTIFF and DEFENDANT have waived the demand for trial by jury.

The Court has heard and considered the representation of PLAINTIFF's Counsel, and the Court finds, that this action to condemn the Property is consistent with the authority granted to the PLAINTIFF, pursuant to Article VII, Section 6, of the Constitution of the State of Illinois of 1970, and the City of Chicago ordinance authorizing the acquisition of such Property approved by the City Council on June 23, 2004, and the action taken by PLAINTIFF's Counsel complies with the "Eminent Domain Act" 735 ILCS Section 30/1-1-1 et seq.

The Court has heard and considered the representations of both PLAINTIFF and DEFENDANT pursuant to a stipulated agreement between the Parties, the terms of which are set forth in this Order and all of the exhibits attached hereto; and

The Parties representing to the Court that they are in agreement with the terms of this Agreed Judgment Order Pursuant to Stipulation;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

A. This Court finds that all persons named as parties defendant who have not filed appearances herein have been properly served. All such persons not appearing are hereby found to be in default and accordingly such persons have no interest in this judgment or the Award, as hereinafter defined.

B. Seven Million Seven Hundred Fifty Three Thousand and No/100 Dollars (\$7,753,000.00) (the "Monetary Award") together with the covenants and agreements made by the PLAINTIFF herein (the "Non-Monetary Award") are determined to be just compensation (the Monetary Award and Non-Monetary Award are referred to herein collectively as the "Award") and said Award is awarded to the owner or owners of and party or parties interested in said Property as full just compensation, and judgment is hereby entered for the Award. The Award is full and final compensation for all rights acquired by PLAINTIFF and all damages claimed or that may be claimed by the Defendants, including without limitation, attorneys' fees, court costs, damages to the remainder, relocation costs, and all costs and damages claimed to result from the injunction order entered March 10, 2006, as amended May 17, 2006.

C. The PLAINTIFF shall, within twenty (20) days of the entry of this Agreed Judgment Order Pursuant to Stipulation ("Order"), deposit the Monetary Award with the County Treasurer of Cook County, Illinois, for the benefit of the owner or owners of and parties interested in the Property. DEFENDANT waives all rights to interest on the Monetary Award provided it is deposited within twenty (20) days of the entry of this Order. If the PLAINTIFF fails to deposit the Monetary Award within twenty (20) days of the entry of this Order, the statutory 6% interest, pursuant to 735 ILCS 5/2-1303, shall accrue on the Monetary Award

beginning the date of this Order to the date the Monetary Award is deposited with the Cook County Treasurer. If PLAINTIFF does not deposit the Monetary Award within twenty (20) days of the entry of this Order, then this Order may be vacated by PLAINTIFF or DEFENDANT. Upon such vacation, the Parties shall be restored to their pre-Order positions with respect to Case No. 05 L 050750, including but not limited to DEFENDANT'S Traverse and Motion to Dismiss and DEFENDANT'S Request for Compensation, filed June 26, 2006 in response to the PLAINTIFF's Motion for Preliminary Injunction and the order entered July 10, 2006, finding that just compensation was due DEFENDANT for the temporary taking by PLAINTIFF.

D. Upon deposit, the County Treasurer shall invest the Monetary Award in an account with an institution approved by both Parties to draw interest subject to further order of this Court. Notwithstanding the foregoing, the Monetary Award shall not be disbursed to any person and neither title nor possession shall be transferred to the PLAINTIFF until the PLAINTIFF has obtained the approval of the City Council of the City of Chicago for the rezoning of the property described in Exhibit B hereto containing approximately 489,721 square feet of land (the "Senior Housing and Institutional Parcel") to a RM-5 zoning classification and Closing (as defined in Paragraph E below) occurs. Upon the final Closing under the Transaction Documents (as defined in Paragraph E below), all interest earned on the Monetary Award shall be paid to DEFENDANT, SCI Illinois Services, Inc. If such final Closing should not occur, the Monetary Award shall be refunded to PLAINTIFF, together with all interest earned thereon, as set forth below.

The PLAINTIFF acknowledges that its taking of the Property has required DEFENDANT, SCI Illinois Services, Inc. to revise its master plan for the entire Rosehill Cemetery to assure the cemetery's long-term economic viability and future development and to provide burial space and services for DEFENDANT'S clients' families. As part of such master planning efforts, the DEFENDANT has determined that the rezoning of the Senior Housing and Institutional Parcel to RM-5 (the "RM-5 Rezoning") is necessary to enable future development of such property with a minimum 2.0 floor area ratio ("FAR") and approximately 979,442 gross square feet of improvements subject to the other requirements of the RM-5 zoning, plus accessory parking, which would be excluded from the FAR (either surface, above ground garage or below ground garage) to the extent permitted under Section 17-17-0305 of the Municipal Code of the City of Chicago, with at least 300 units of senior housing with supporting accessory uses including, but not limited to, offices, cafeteria, storage, storm water detention and activity areas. The Senior Housing and Institutional Parcel may be cumulatively developed with approximately 979,442 gross square feet of improvements, subject to the other requirements of the RM-5 zoning, with any lawful use permitted under the RM-5 zoning in the Municipal Code of the City of Chicago including but not limited to a cemetery, mausoleum and columbarium, subject to and including uses provided in the covenants and conditions of record (including, without limitation, the use restrictions and other obligations set forth in that certain Declaration of Covenants and Restrictions dated as of June 11, 1990, recorded as Document 90341225, as amended (the "1990 Declaration")). DEFENDANT's anticipated future development of the Senior Housing and Institutional Parcel as described above requires mandatory planned development review and approval under Section 17-8-0500 of the Zoning Ordinance (or a successor provision thereto) as of the date of this Order, and PLAINTIFF, the Zoning Administrator, the Commissioner of the Department of Housing and Economic Development and the Alderman of the ward in which the Senior Housing and Institutional Parcel is located agree to cooperate to the best of their ability with DEFENDANT in timely processing the planned development application and zoning process and to reasonably support DEFENDANT in seeking such approval of the planned development.

The PLAINTIFF acknowledges that the DEFENDANT, by agreeing to the PLAINTIFF's taking of the Property pursuant to this Order, shall be substantially changing its position with respect to the future development of the remaining Rosehill Cemetery property. For this reason, the DEFENDANT has required time to obtain such RM-5 Rezoning approval prior to transfer of title and possession to assure the feasibility of the DEFENDANT'S plans. The Parties anticipate that the filing, hearing and legislative or administrative process applicable to such RM-5 Rezoning will take approximately two months, but in no event later than November 17, 2011, and have agreed to defer Closing and the transfer of title and possession until such process is complete, but in no event later than November 30, 2011. The Zoning Administrator, the Commissioner of the Department of Housing and Economic Development, and the current Alderman of the 40th Ward have agreed to cooperate with the DEFENDANT by introducing the ordinance necessary to effect and obtain such RM-5 Rezoning. DEFENDANT acknowledges that the entry of this Order does not constitute a grant or order of any such entitlement, which must be obtained through normal means and on the merits of the proposed RM-5 Rezoning or any required planned development as referenced above. DEFENDANT and PLAINTIFF shall use diligent efforts to timely submit, give and process all necessary applications and notices as may be required with respect to the RM-5 Rezoning (collectively, the "RM-5 Zoning Required Approvals") so that the introduction of an ordinance for such RM-5 Rezoning occurs no later than September 8, 2011.

The DEFENDANT agrees to cooperate with PLAINTIFF and to use diligent efforts to timely submit, give and process all necessary applications and notices as may be required to obtain any required approval (if any) of any State of Illinois department or agency having jurisdiction over a sale of the Property (if applicable, the "State Approvals", and together with the RM-5 Zoning Required Approvals, the "Required Approvals"). The Parties anticipate that, if required, the approval process will be complete on or before November 17, 2011. DEFENDANT and PLAINTIFF shall use diligent efforts to timely submit, give and process all necessary applications and notices as may be required (if any) so that any request for approval (if required) occurs no later than September 8, 2011.

E. Upon the receipt of the Required Approvals and payment of the Monetary Award to DEFENDANT, (i) the DEFENDANT'S Request for Compensation, filed June 26, 2006 in response to the PLAINTIFF's Motion for Preliminary Injunction, shall be dismissed, with prejudice, pursuant to the provisions of this Paragraph E, and the order entered July 10, 2006, finding that just compensation was due DEFENDANT for the temporary taking by PLAINTIFF, shall be deemed vacated, (ii) the PLAINTIFF's motion to amend the complaint to reduce the area of the take to 23.4 acres filed October 28, 2008, shall be deemed granted in part, and the new description of property described therein shall be the Property, which is described on Exhibit A hereto, comprising 20.585 acres, and (iii) within fourteen (14) days of the date of the last of such Required Approvals but in no event later than November 30, 2011, the Parties shall consummate the transaction in accordance with the terms of this Order and the Purchase and Sale Agreement For West Ridge Nature Preserve and the exhibits attached thereto (such final, executed documents, collectively, the "Transaction Documents," which are attached hereto as Exhibit C and made an integral part hereof) (the "Closing"), pursuant to which the Parties shall grant and reserve certain easement, covenant and water facilities rights, all as set forth in the Transaction Documents. Provided the Required Approvals are granted, the transfer of title and possession shall occur on or before November 30, 2011, with time being of the essence. If the Required Approvals are not received by November 17, 2011, this Order shall be vacated, and the Parties shall be restored to their pre-Order positions with respect to Case No. 05 L 050750, including but

not limited to DEFENDANT'S Traverse and Motion to Dismiss and DEFENDANT'S Request for Compensation, filed June 26, 2006 in response to the PLAINTIFF's Motion for Preliminary Injunction and the order entered July 10, 2006, finding that just compensation was due DEFENDANT for the temporary taking by PLAINTIFF referenced above. In such event, upon the joint application of the Parties, the Court will direct that the Monetary Award and all interest earned thereon be refunded to PLAINTIFF.

If a third party files a lawsuit to challenge the approval of the rezoning of the Senior Housing and Institutional Parcel to RM-5 within five years of such rezoning (such period being the applicable statute of limitations under 735 ILCS 5/13-205), PLAINTIFF shall timely defend against such lawsuit to the best of its ability. In the event a third party is successful in obtaining a final order that declares the RM-5 Rezoning invalid or unconstitutional, then the cure period and damages provisions set forth in the second paragraph of Paragraph H below that are applicable to a rescission, change or downzoning of the Property by PLAINTIFF shall also apply to such a third party's zoning challenge, and the PLAINTIFF's and DEFENDANT's respective rights and remedies after the final order is entered in such zoning challenge.

F. Upon the Closing described in Paragraph D and E(iii) above, the PLAINTIFF shall be vested as fee simple absolute title holder to the Property in its "AS IS" and "WHERE IS" condition as of Closing and subject to covenants, conditions and restrictions of record, and DEFENDANT shall immediately turn over possession of the Property to the PLAINTIFF. The Parties agree that the Property shall be transferred in its "AS IS" and "WHERE IS" condition, as described in the Transaction Documents. Upon such Closing, DEFENDANT shall be entitled to make immediate application to the Court for the immediate disbursement of the Monetary Award to DEFENDANT.

G. DEFENDANT is not obligated to remove anything on the Property as of the date of this Order. If the DEFENDANT has not removed all fixtures and equipment prior to the date of Closing except as may otherwise be set forth in the Transaction Documents, the PLAINTIFF can consider these items abandoned and, except as may otherwise be set forth in Section 2.01 of the Water Facilities and Access Easement Agreement and the other Transaction Documents, may dispose of such fixtures and equipment without further notification or compensation due to the DEFENDANT.

H. PLAINTIFF agrees that DEFENDANT has substantially changed its position and future development options by settling this case and agreeing to the conveyance of the Property and that DEFENDANT has given up the right to claim substantial additional monetary compensation all in good faith and in reliance upon the rezoning of the Senior Housing and Institutional Parcel to a RM-5 zoning, and PLAINTIFF's covenants and agreements in this Order, including but not limited to Paragraph D, and the Transaction Documents attached hereto as Exhibit C. DEFENDANT has made and may hereafter make substantial expenditures and has incurred and may hereafter incur substantial obligations all in good faith and in reliance upon the rezoning of the Senior Housing Parcel to a RM-5 zoning and PLAINTIFF's covenants and agreements in this Order, including but not limited to Paragraph D, and the Transaction Documents attached hereto as Exhibit C. Further, DEFENDANT, in agreeing to close, and upon Closing, shall have detrimentally relied upon the RM-5 Rezoning and PLAINTIFF's covenants and agreements in this Order, including but not limited to Paragraph D, and the Transaction Documents in performing its obligations under this Order.

Therefore, PLAINTIFF agrees that if the Senior Housing and Institutional Parcel's RM-5 zoning, as it exists under Section 17-2 of the Zoning Ordinance and/or any related Zoning Ordinance sections and definitions cited or referred to therein as of the date of the Closing is rescinded, changed or downzoned by PLAINTIFF at any time or from time to time within fourteen (14) years of the Closing (an "Adverse Zoning Action") (except in connection with a rezoning consented to by the DEFENDANT), then after each Adverse Zoning Action, DEFENDANT shall have the rights described in this Paragraph. After the occurrence of an Adverse Zoning Action, DEFENDANT shall be entitled to file a motion and seek one of the following remedies: either (a) the payment of damages in an amount determined by this Court to be the difference between the then value of the Senior Housing and Institutional Parcel zoned under the RM-5 zoning as it existed as of the date of the Closing, taking into account the 1990 Declaration restrictions, and the value of the Senior Housing and Institutional Parcel after such Adverse Zoning Action (the "Monetary Damages Remedy"); or (b) a determination by this Court that such Adverse Zoning Action was arbitrary and capricious, unconstitutional, in excess of the City's lawful exercise of police powers, and/or that the DEFENDANT, under applicable law and based on DEFENDANT's change in position, foregone development opportunities for the Property, acceptance of less than the DEFENDANT's appraised value, and DEFENDANT's expenditures, and other facts and circumstances applicable to a vested rights claim, has a vested right to continued RM-5 zoning, along with such injunctive relief and/or order from this Court as may be appropriate to give effect to such determination (any such remedy, a "Retained Zoning Rights Remedy"). DEFENDANT, in any proceeding before this Court, may initially seek relief in the alternative (i.e., DEFENDANT may initially seek to establish a right both to the Monetary Damages Remedy and a Retained Zoning Rights Remedy), but in no instance shall DEFENDANT be entitled to both a Monetary Damages Remedy and a Retaining Zoning Rights Remedy. Upon an adjudication by this Court that DEFENDANT has established a right to both such remedies, DEFENDANT must thereafter elect within 60 days of such adjudication as to which remedy to accept as DEFENDANT's sole damages. Except as set forth in clause (a) and the definition of the Monetary Damages Remedy (and then only if DEFENDANT has elected the Monetary Damages Remedy), DEFENDANT shall have no additional claim for any monetary damages in connection with that Adverse Zoning Action except as provided in this paragraph. If this Court grants the relief in (b) above, PLAINTIFF agrees to waive its right to appeal such order, or alternatively, if PLAINTIFF appeals and this Court's order granting the relief in (b) above is affirmed by a final non appealable order, PLAINTIFF agrees to pay consequential damages to DEFENDANT as determined by this Court. Any damages awarded by this Court will bear interest as a judgment against PLAINTIFF at the statutory rate of 6% pursuant to 735 ILCS 5/2-1303. If within four (4) months of DEFENDANT's filing of a motion alleging any such Adverse Zoning Action, PLAINTIFF restores to DEFENDANT the RM-5 zoning rights rescinded, changed or downzoned as a result of such Adverse Zoning Action (whether by legislative approval of a map amendment, a text amendment, approval of a special use or variance, administrative relief or otherwise), then DEFENDANT shall not have a claim for either remedy provided for under this Paragraph. Such four (4) month cure period shall be extended to a nine (9) month cure period if the restorative action requires passage of a planned development, due to the required submittals, public notice, and public hearing process required for planned development approval, but only if DEFENDANT agrees in writing that passage of a planned development is an appropriate restorative action. DEFENDANT, at no expense to DEFENDANT, agrees to allow PLAINTIFF to perform surveys during normal business hours to process and obtain such restorative zoning action(s) or procedure(s).

If PLAINTIFF violates the other covenants and agreements in the Transaction Documents (other than a violation of Section 11.18 of the Purchase and Sale Agreement For

West Ridge Nature Preserve, which restates this Paragraph H), which violation is not cured after any applicable required notice and cure period set forth in the Transaction Documents, DEFENDANT shall have the remedy or remedies set forth in such Transaction Documents applicable to such other uncured violation. The provisions of this Paragraph H shall terminate fourteen (14) years after the date of Closing; provided however that if DEFENDANT has filed one or more motions requesting relief as provided in this Paragraph, then the provisions of this Paragraph shall remain in full force and effect until a final non appealable order is entered.

I. This Court shall retain jurisdiction of the matter to enforce the terms of this Agreed Order Pursuant to Stipulation and to enforce the terms of the Transaction Documents. If either of the Parties fails to perform any of the terms or agreements set forth in this Order or the Transaction Documents, this Court shall have jurisdiction and authority to resolve the matter, including ordering damages and, if appropriate, the specific performance by any defaulting party of its obligations under this Order or the Transaction Documents. If the DEFENDANT fails to turn possession over to the PLAINTIFF as stated herein, the PLAINTIFF can request this Court for a Writ or Writs of Assistance to put PLAINTIFF in immediate possession of the Property. Notwithstanding the entry of this Agreed Order Pursuant to Stipulation, the PLAINTIFF shall retain the right to abandon its taking of the Property until such time as PLAINTIFF has been vested with both title and possession of the Property at Closing. If PLAINTIFF abandons, the Parties shall be restored to their pre-Order positions with respect to Case No. 05 L 050750, including but not limited to DEFENDANT'S Traverse and Motion to Dismiss and DEFENDANT'S Request for Compensation, filed June 26, 2006 in response to the PLAINTIFF's Motion for Preliminary Injunction and the order entered July 10, 2006, finding that just compensation was due DEFENDANT for the temporary taking by PLAINTIFF referenced above.

J. The terms of the Transaction Documents are incorporated herein by reference and shall be deemed to constitute an integral part of this Order.

K. The Parties waive any appeal from this Agreed Order Pursuant to Stipulation Order.

L. PLAINTIFF and DEFENDANT also agree that this Order shall be binding on their successors and assigns.

M. This Order shall not be effective and shall not bind the Parties unless and until it is both (a) approved by the DEFENDANT's Board of Directors on or before 5:00 p.m. on September 30, 2011, and (b) approved by the City Council of the City, and by the Mayor of the City, on or before 5:00 p.m. on October 10, 2011. DEFENDANT shall inform PLAINTIFF of the approval or disapproval by DEFENDANT's Board of Directors by written notice on or before 5:00 p.m. on September 30, 2011, and DEFENDANT's failure to provide such notice by such date and time will be deemed disapproval by the DEFENDANT's Board of Directors. If this Order is disapproved (or deemed to be disapproved as aforesaid) by the DEFENDANT's Board of Directors, this Order shall be deemed to be vacated without further action of the Parties, the Transaction Documents shall be terminated, the RM-5 Rezoning ordinance shall be withdrawn, and the Parties shall be deemed to have returned to their respective previous positions as existed prior to the Order, including but not limited to DEFENDANT'S Traverse and Motion to Dismiss and DEFENDANT'S Request for Compensation, filed June 26, 2006 in response to the PLAINTIFF's Motion for Preliminary Injunction and the order entered July 10, 2006, finding that just compensation was due DEFENDANT for the temporary taking by

PLAINTIFF. PLAINTIFF shall inform DEFENDANT of the approval or disapproval by City Council and the Mayor by written notice on or before 5:00 p.m. on October 10, 2011, and PLAINTIFF'S failure to provide such notice by such date and time will be deemed disapproval by the City Council and the Mayor. If this Order is disapproved (or deemed to be disapproved as aforesaid) by the City Council and the Mayor, this Order shall be deemed to be vacated without further action of the Parties, the Transaction Documents shall be terminated, the RM-5 Rezoning ordinance shall be withdrawn, and the Parties shall be deemed to have returned to their respective previous positions as existed prior to the Order, including but not limited to DEFENDANT'S Traverse and Motion to Dismiss and DEFENDANT'S Request for Compensation, filed June 26, 2006 in response to the PLAINTIFF's Motion for Preliminary Injunction and the order entered July 10, 2006, finding that just compensation was due DEFENDANT for the temporary taking by PLAINTIFF.

[SIGNATURES APPEAR ON NEXT PAGE]

THE COURT FINDS that there is no just reason for delaying the enforcement of, or appeal from, said Judgment.

ENTER:

JUDGE

Dated: _____

Agreed by:

PLAINTIFF

CITY OF CHICAGO, a municipal corporation and home rule unit of government

By: _____

STEPHEN PATTON
CORPORATION COUNSEL
Department of Law
City of Chicago
121 North LaSalle Street, Room 600
Chicago, IL 60602
(312) 744-0220

DEFENDANT

SCI ILLINOIS SERVICES, INC., AS SUCCESSOR BY MERGER TO BLAKE-LAMB FUNERAL HOMES, INC., FORMERLY KNOWN AS ROSEHILL HOLDINGS, INC., ROSEHILL MEMORIAL, INC., AND ROSEHILL CEMETERY COMPANY

By: _____

MICHAEL L. DECELL, Vice President

EXHIBIT M

Intentionally omitted

EXHIBIT N

Gap Undertaking

WHEREAS, the Chicago Title Insurance company, hereinafter referred to as the "Company", is about to issue its title insurance policy or policies, or commitments therefore, all hereinafter referred to as the "Title Insurance Policy", No. _____, in respect to the land described therein:

AND WHEREAS, the Company has raised as title exceptions on the Title Insurance Policy certain defects, liens, encumbrances, adverse claims, or other matters, all hereinafter referred to as "Exceptions to Title", described as follows:

All rights, interests, liens, claims, encumbrances, or defects in title or any of them, or any rights existing by reason of the consequences thereof or growing out thereof subsequent to

_____.

AND WHEREAS, the Company has been requested to issue the Title Insurance Policy free and clear of all mention of the aforesaid Exceptions to Title, or insuring against loss or damage by reason thereof:

NOW THEREFORE, in consideration of the issuance of the Title Insurance Policy, as aforesaid, the undersigned, for themselves, successors and assigns do hereby covenant and agree with the Company: (1) to fully protect, defend, and save the Company harmless from and against all the Exceptions to Title (other than permitted exceptions), in and from any and all actual proven litigation loss, costs, damages, attorneys' fees, and expenses of every kind and nature which it may suffer, expend or incur under, or by reason, or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the Exceptions to Title (other than permitted exceptions) or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may be claimed to exist under, or by reason, or in consequence, or growing out of the Exceptions to Title (other than permitted exceptions) or any of them including all reasonable amounts actually expended to third parties by the Company under this Agreement and also including loss, costs, damages, fees and expenses (including actual and reasonable attorney's fees and expenses actually paid to third parties) incurred by the Company in enforcing this Agreement; (2) to provide for the defense, at their own expense, on behalf and for the protection of the Company and the parties insured against loss or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based on any Exceptions to Title (other than permitted exceptions) which are asserted, established or enforced in, to, upon, against or in respect to the land or any part thereof, or interest therein; and (3) to pay, discharge, satisfy, and remove from the title to the land, and clear from the public record all of the Exceptions to Title (other than permitted exceptions). In no event shall the undersigned's aggregate liability hereunder exceed \$7,753,000.00, or the amount of the policy, whichever is greater. The undersigned's obligations hereunder shall expire and be of no further force and effect on March 1, 2012, unless an exception to title is disclosed in the search to cover the date of recording.

The foregoing notwithstanding, it is hereby covenanted and agreed, and expressly made a part of this agreement, that the liability of the undersigned hereunder shall cease and determine at such time as the Company shall have completed all of its various title searches and examination thereof covering the

DATE OF RECORDING, required for the issuance of the above policy, provided, however that (1) no rights, interest, liens, claims, encumbrances, or defects in title or any of them, or any rights existing by reason or in consequence thereof or growing out thereof are disclosed by the various title searches and examination thereof; (2) there is then pending no suit, action, or proceedings, either direct or collateral, to assert, establish, or enforce the said mentioned rights, interests, liens, claims, encumbrances, or defects in title or any of them, or any rights existing or arising by reason or in consequence thereof or growing out thereof; (3) that no judgment, order, or decree rendered in any such proceeding remains unsatisfied; and (4) that the undersigned is not in default in the performance of any of the terms, covenants, and conditions thereof.

FOR CORPORATIONS

IN WITNESS WHEREOF, the undersigned, being the hereinafter named corporation, has caused these Presents to be signed by its President and attested by Its Secretary and has caused its corporate seal to be Hereto affixed this _____ day of _____, 2011

SCI ILLINOIS SERVICES, INC.

BY: _____
Michael L. Decell, Vice President

ADDRESS OF CORPORATION:

c/o SCI Funeral Home & Cemetery Purchasing Cooperative
Attention: Steve Webster
1929 Allen Parkway
Houston, Texas 77019

Date: _____, 2011

EXHIBIT O

Required City Provisions

A. NO BUSINESS RELATIONSHIP WITH CITY ELECTED OFFICIALS

Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to the Agreement, or in connection with the transactions contemplated thereby, shall be grounds for termination of Agreement and the transactions contemplated thereby. Seller hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to the Agreement or the transactions contemplated thereby.

B. PATRIOT ACT CERTIFICATION. Seller represents and warrants that neither Seller nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Seller that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Seller; and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

C. PROHIBITION OF CERTAIN CONTRIBUTIONS-MAYORAL ORDER NO 2011-4. Seller agrees that Seller, any person or entity who directly or indirectly has an ownership or beneficial interest in Seller of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Seller's contractors (i.e., any person or entity in direct contractual privity with Seller regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Seller and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this

Agreement by Seller, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Seller and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Seller represents and warrants that from the date the City approached the Seller or the date the Seller approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Seller agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Seller agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Seller agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Seller intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

“Bundle” means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

“Other Contract” means any other agreement with the City of Chicago to which Seller is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

“Contribution” means a “political contribution” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are “Domestic Partners” if they satisfy the following criteria:

- (A) they are each other’s sole domestic partner, responsible for each other’s common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

“Political fundraising committee” means a “political fundraising committee” as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

D. WASTE ORDINANCE PROVISIONS. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Seller warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the “Waste Sections”). During the period while this Agreement is executory, Seller’s, any general contractor’s or any subcontractor’s violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Seller’s, general contractor’s and its subcontractors’ duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Seller’s eligibility for future contract awards.