

**AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of November, 2019, by and between **THE FOX RIVER AND COUNTRYSIDE FIRE/RESCUE DISTRICT**, a municipal corporation and fire protection district organized under the Illinois Fire Protection District Act, 70 ILCS 705/1 *et seq.* and **SILVER GLEN ROAD PROPCO LLC**, a Delaware limited liability company and **SILVER GLEN ROAD OPCO LLC**, a Delaware limited liability company, collectively doing business as "RECOVERY CENTERS".

**WITNESSETH**

**WHEREAS**, **THE FOX RIVER AND COUNTRYSIDE FIRE/RESCUE DISTRICT** (the **DISTRICT**) serves over 25,000 residents and property owners in the unincorporated areas of St. Charles and Campton Townships along with the incorporated Villages of Campton Hills and Wayne in Kane and DuPage Counties, Illinois; and

**WHEREAS**, it is the statutory obligation of the **DISTRICT** to provide fire and rescue services to the residents and property owners of the **DISTRICT**; and

**WHEREAS**, **MAXXAM PARTNERS, LLC**, a Delaware limited liability company ("**MAXXAM**"), entered into an agreement ("**Purchase Agreement**") dated November 3, 2014, to purchase property ("**Property**") owned by the Glenwood Academy located in unincorporated Kane County within the boundaries of the **DISTRICT**, which **Property** is legally described in Exhibit A; and

**WHEREAS**, the **Purchase Agreement** was contingent on **MAXXAM** obtaining a **Special Use Permit** from Kane County to operate an alcohol and drug treatment facility ("**Facility**") on the **Property**; and

**WHEREAS**, **SILVER GLEN ROAD PROPCO LLC** ("**SILVER GLEN PROPCO**") entered into a contract with **MAXXAM** to take an assignment of **MAXXAM**'s rights to purchase the **Property** from Glenwood Academy if **MAXXAM** received approval for the **Special Use Permit**; and

**WHEREAS**, **MAXXAM** petitioned Kane County for a **Special Use Permit** to use the **Property** for the **Facility** on August 28, 2015; and

**WHEREAS**, Kane County denied **MAXXAM**'s petition; and

**WHEREAS**, **MAXXAM** filed a lawsuit (17 C 5707) on August 4, 2017 against Kane County in the U.S. District Court for the Northern District of Illinois to obtain the **Special Use Permit** after it was denied; and

**WHEREAS**, **MAXXAM** and Kane County entered into a **Settlement Agreement** on August 14, 2018 that became part of a **Consent Decree** approved by the federal court on November 30, 2018 to resolve the litigation; and

**WHEREAS**, Kane County approved MAXXAM's petition and granted a Special Use Permit for the Facility on August 14, 2018 by Ordinance 18-285; and

**WHEREAS**, given Kane County's approval of the Special Use Permit, SILVER GLEN PROPCO exercised its right to purchase the Property on June 13, 2019; and

**WHEREAS**, SILVER GLEN PROPCO is now the owner of The Property in Kane County on which the Facility will be operated; and

**WHEREAS**, SILVER GLEN ROAD OPCO LLC ("SILVER GLEN OPCO") was formed to operate the Facility on the Property; and

**WHEREAS**, SILVER GLEN PROPCO entered into a lease with SILVER GLEN OPCO, dated \_\_\_\_\_, 2019, to lease the Property to SILVER GLEN OPCO in order for SILVER GLEN OPCO to operate the Facility; and

**WHEREAS**, SILVER GLEN PROPCO as the entity that owns the Property and SILVER GLEN OPCO as the entity that will operate the Facility are successors in interest to certain of the rights and obligations secured by MAXXAM as part of the Consent Decree; and

**WHEREAS**, among the rights and obligations assumed by RECOVERY CENTERS are certain obligations to the DISTRICT; and

**WHEREAS**, the parties recognize that while the Facility will fill a community need for the services it will provide, its operations may impact the ability of the DISTRICT to provide fully adequate fire and rescue services to the other residents and property owners of the DISTRICT unless the commitments set forth in this Agreement are met; and

**WHEREAS**, in addition to memorializing the obligations that RECOVERY CENTERS has to the DISTRICT under the Consent Decree, RECOVERY CENTERS desires to be a good neighbor and corporate citizen of the community as its activities relate to the operation of the Facility and is willing to make the commitments, promises and undertakings as set out below in order to insure that the DISTRICT will continue to provide the highest quality of fire and rescue services within the DISTRICT and to otherwise fulfill its statutory mission.

**NOW, THEREFORE**, in consideration of the mutual promises set out below, which the parties agree represent good and valuable consideration, as well as RECOVERY CENTERS' assumption of certain obligations set out in the Consent Decree, the DISTRICT and RECOVERY CENTERS do hereby agree as follows:

1. The DISTRICT acknowledges that its agreement with MAXXAM dated April 27, 2017, which agreement covers some of the same subject matter as this Agreement, is null and void and of no further force and effect as to RECOVERY CENTERS or the Property. The DISTRICT makes this acknowledgement as an inducement for RECOVERY CENTERS to enter into this Agreement.

{00284541;1}2

2. The DISTRICT also acknowledges that this Agreement is intended to fulfill SILVER GLEN OPCO's operational obligations under section III.C. 17 of the Consent Decree.

3. SILVER GLEN OPCO agrees to provide the Kane County Department of Health, subject to the consent of Kane County, 150 doses per year of NARCAN (Naloxone) or similar mutually agreeable medication for a total of ten (10) years, starting on the first day of the month after SILVER GLEN OPCO opens the Facility to patients and thereafter on each anniversary thereof. This fulfills its obligation under III.C.2 of the Consent Decree. In the event that regulations prohibit SILVER GLEN OPCO from providing the NARCAN directly to the Kane County Department of Health, SILVER GLEN OPCO will work in good faith with the Department of Health to fund or otherwise subsidize the Department of Health's acquisition of NARCAN or a similarly agreeable medication.

4. RECOVERY CENTERS agrees that the water supply located on the Property may be used by the DISTRICT for any emergency responses and training purposes including filling or replenishing its tanker trucks, as deemed necessary in the DISTRICT'S sole discretion.

5. SILVER GLEN OPCO agrees that it shall exclusively use the ambulance and transport services of the DISTRICT for all emergency transports of any patients, employees or visitors to the Facility, provided the DISTRICT is ready and able to respond. The DISTRICT understands that SILVER GLEN OPCO intends to employ nurses and a physician at the Facility. In the event such medical staff determines that an individual's condition does not require an emergency response, SILVER GLEN OPCO reserves the right to transport such individual by a van operated by SILVER GLEN OPCO.

6. SILVER GLEN OPCO agrees to pay a fee covering all charges for emergency medical transport from the Facility within sixty (60) days of the DISTRICT providing a statement for such services. The fee will be based on the average commercial collected rate for such services by the DISTRICT charged during 2019 to date, which as of the date of this Agreement is \$1589.01. SILVER GLEN OPCO understands that the DISTRICT is considering an increase in this rate as of January 1, 2020. SILVER GLEN OPCO agrees to pay whatever the updated average commercial collected rate using the same methodology adopted to establish the \$1589.01 amount.

7. SILVER GLEN OPCO and the DISTRICT agree to work together to develop a joint emergency response plan in cooperation with the Kane County Sheriff's Department and any other affected local law enforcement agencies, emergency response agencies, or other governmental authorities having jurisdiction, which shall address the following:

A. Regular inspection of the Facility by the DISTRICT;

B. Compliance by SILVER GLEN OPCO with the DISTRICT'S fire alarm ordinance;

{00284541;1}3

C. Ongoing training of all SILVER GLEN OPCO's staff at the Facility on CPR and other public safety issues, including a bi-annual review to be conducted by DISTRICT personnel;

D. Development of a plan for response to fire alarms, false alarms, and notification procedures including, but not limited to, the evacuation of the Facility;

E. Coordination with other emergency response plans adopted by Kane County or any other governmental units with such responsibilities, including "all hazards" emergencies, weather-related and hazardous material emergencies; and

F. SILVER GLEN OPCO shall maintain the Facility to insure all-weather access by the DISTRICT to the Facility, including the water supply located on the Property to meet the responsibilities in Section 4 above.

8. In the interest of contributing to the mission of the DISTRICT, Silver Glen Opco agrees to make a donation to the District of \$50,000 for equipment to be purchased by the DISTRICT in its sole discretion in five annual installments commencing upon the date of the opening of the Facility to patients and continuing on the anniversary of that date as follows:

- A. Year 1 - \$5,000
- B. Year 2 - \$7,500
- C. Year 3 - \$9,500
- D. Year 4 - \$12,000
- E. Year 5 - \$16,000

**THE FOX RIVER AND COUNTRYSIDE  
FIRE/RESCUE DISTRICT**, a municipal  
corporation and fire protection district

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SILVER GLEN ROAD OPCO LLC**, a  
Delaware limited liability company

By:  \_\_\_\_\_

Its: *cfo* \_\_\_\_\_

**SILVER GLEN ROAD PROPCO LLC**, a  
Delaware limited liability company

By:  \_\_\_\_\_

Its: *cfo* \_\_\_\_\_

{00284541;1}4

**EXHIBIT "A"**  
Legal Description

THAT PART OF THE SOUTH HALF OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTH HALF OF FRACTIONAL SECTION 3, TOWNSHIP 40 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER 339.9 FEET; THENCE SOUTHERLY TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER; THENCE NORTHERLY ALONG THE LAST DESCRIBED COURSE 980.77 FEET TO THE CENTER LINE OF MCDONALD DRIVE; THENCE NORTHWESTERLY AND WESTERLY ALONG SAID CENTER LINE 2884.59 FEET TO A POINT THAT IS 62.70 FEET WESTERLY OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 34 (MEASURED ALONG SAID CENTER LINE) BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO HENRY O. LARSON AND ELIZABETH V. LARSON BY DEED RECORDED AS DOCUMENT 648085; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LARSON TRACT 776.0 FEET A POINT THAT IS 10.0 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID LARSON TRACT; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF SAID LARSON TRACT 24.85 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 68 DEGREES 59 MINUTES 52 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 101.12 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 210.0 FEET, TANGENT TO THE LAST DESCRIBED COURSE 104.64 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 390.0 FEET, TANGENT TO THE LAST DESCRIBED POINT 90.98 FEET; THENCE SOUTHWESTERLY TANGENT TO THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED CURVE AT THE LAST DESCRIBED POINT 104.0 FEET; THENCE SOUTHERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 360.0 FEET TANGENT TO THE LAST DESCRIBED COURSE 94.87 FEET TO A LINE DRAWN PARALLEL WITH AND 59.25 FEET NORTHERLY OF THE SOUTH LINE (MEASURED AT RIGHT ANGLES THERETO OF THE SOUTHWEST QUARTER OF SAID SECTION 34 FOR A POINT OF BEGINNING; THENCE EASTERLY ALONG SAID PARALLEL LINE 336.05 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 157 DEGREES 06 MINUTES 37 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER CLOCKWISE THEREFROM) 1418.0 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 122 DEGREES 50 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER CLOCKWISE THEREFROM) 892.0 FEET; THENCE SOUTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 99 DEGREES 11 MINUTES 29 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER CLOCKWISE THEREFROM) 1863.0 FEET; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 142 DEGREES 54 MINUTES 33 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER CLOCKWISE THEREFROM) 1448.0 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 117 DEGREES 39 MINUTES 28 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER CLOCKWISE THEREFROM) 867.0 FEET; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 172 DEGREES, 26 MINUTES 59 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER CLOCKWISE THEREFROM) 741.0 FEET TO SAID PARALLEL LINE; THENCE EASTERLY ALONG SAID PARALLEL LINE 1514.95 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.