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# EXHIBIT

ATTACHED TO

0010073719

DOCUMENT NUMBER

Box 324

SEE PLAT BOOK

1-29-01

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8821/0028 08 001 Page 1 of 22  
2001-01-29 09:42:11  
Cook County Recorder 123.00

## EXHIBIT ATTACHED

For Recorder's Use Only

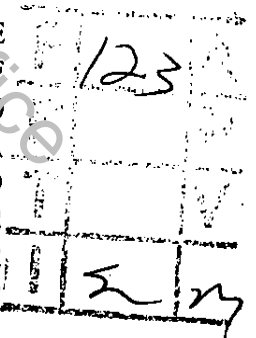
### ANNEXATION AGREEMENT BETWEEN VILLAGE OF ORLAND PARK AND GLENBROOK DEVELOPMENT OF ORLAND PARK (PARKVIEW PLAZA)- SOUTHEAST CORNER OF 179TH STREET AND WOLF ROAD

#### INTRODUCTION.

1. THIS AGREEMENT entered into this 19 day of June, 2000, by and between the VILLAGE OF ORLAND PARK, Illinois, an Illinois municipal corporation (hereinafter referred to as the "Village"), FIRST BANK AND TRUST COMPANY OF ILLINOIS, not personally but as Trustee under Trust Agreement dated December 10, 1999, and known as Trust Number 10-2367 and GLENBROOK DEVELOPMENT OF ORLAND PARK, LLC, an Illinois limited liability company (hereinafter collectively referred to as "Owner").

2. The Property subject to this Agreement and legal title to which is vested in part in the Owner (excepting such portion as is dedicated to the public), is legally described as follows:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 32; THENCE S-89 DEGREES 38 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION, A DISTANCE OF 734.00 FEET; THENCE SOUTH 0 DEGREES 21 MINUTES 12 SECONDS WEST, A DISTANCE OF 298.00 FEET; THENCE SOUTH 42 DEGREES 56 MINUTES 39 SECONDS WEST, A DISTANCE OF 81.24 FEET; THENCE SOUTH 0 DEGREES 21 MINUTES 12 SECONDS WEST, A DISTANCE OF 223.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 51 SECONDS WEST, A DISTANCE OF 266.00 FEET; THENCE SOUTH 00 DEGREES 15 MINUTES 09 SECONDS WEST, A DISTANCE OF 238.00 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 51 SECONDS WEST, A DISTANCE OF 412.00 FEET TO A POINT ON THE WEST LINE OF SAID SECTION; THENCE NORTH 0 DEGREES 15 MINUTES 09 SECONDS EAST, A DISTANCE OF 820.00 FEET TO THE POINT OF BEGINNING, CONTAINING 510.572 SQ. FT., OR, 11.7211 ACRES, ALL IN



RECORDING FEE 123  
DATE 1-29-01 6  
OK BY [Signature]

MAIL TO RECORDER'S BOX 324 (NFK)

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0010073719 Page 2 of 22

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32,  
TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, COOK COUNTY, ILLINOIS.

(commonly known as: the Southeast corner of 179th Street and Wolf Road)

PIN: 27-32-300-001-0000

The said property is hereinafter referred to as the "Subject Property".

3. The Subject Property consists of approximately 11.65 acres and is generally located at the Southeast corner of 179th Street and Wolf Road, in unincorporated Orland Township, Cook County, Illinois.

4. The Subject Property is proposed to be developed for a five (5) building retail shopping center under the BIZ General Retail District classification of the Land Development Code of the Village of Orland Park, with a special use for a) a financial institution (banking facility) with drive-through windows for the bank and double drive through windows for a pharmacy, and b) a 50% reduction in the front-yard setback for Lots 2 and 3 from 80 feet to 40 feet.

5. The Village of Orland Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

## RECITALS:

1. The parties hereto desire that the Subject Property be annexed to the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be zoned and developed in the manner as set forth in this Agreement under the BIZ General Retail District provisions of the Land Development Code of the Village of Orland Park, with a special use for a) a financial institution (banking facility), with drive-through windows for the bank and double drive through windows for a pharmacy, and b) a 50% reduction in the front-yard setback for Lots 2 and 3 from 80 feet to 40 feet.

2. Owner has petitioned the Village for annexation to the Village of the Subject Property and for amendments to the zoning map classifying the Subject Property as more fully hereinafter set forth.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation including the filing of a petition by Owner requesting annexation of the Subject Property legally described above and rezoning of the Subject Property to enable the development of the Subject Property as herein provided. The Village has

caused the issuance of proper notice and held all necessary hearings to effectuate such annexation and rezoning as herein provided, including all public hearings as are necessary to effectuate the plan of development herein set forth.

4. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:

- (a) Adoption and execution of this Agreement by ordinance;
- (b) Enactment of annexation ordinances annexing the Subject Property as described above to the Village;
- (c) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the classification of the Subject Property for purposes of zoning pursuant to the terms and conditions of this Agreement;
- (d) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

5. The Subject Property is not within a library district. None of the adjacent streets or roads are under the jurisdiction of a Township.

6. The parties hereto have determined that it is in the best interests of the Village and Owner and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will constitute an improvement of the tax base of the Village, implement of the Comprehensive Plan of the Village and will constitute a preservation of environmental values.

## SECTION 1:

### Annexation.

The Subject Property is not now within the corporate limits of the Village or any municipality and is contiguous to the Village. The Owner has filed a petition for annexation to the Village of the Subject Property pursuant to applicable statutory law. The Village has by execution of this Agreement manifested its intention to annex the Subject Property pursuant to the terms and conditions of this Agreement.

Subject to the provisions of Chapter 65, Act 5, Article 7, of the Illinois Municipal Code (65 ILCS 5/7 et seq), and such other statutory provisions as may be relevant and the home rule powers

of the Village, the Village shall by proper Ordinance, cause approval and execution of this Agreement and after adoption and execution of this Agreement shall cause the Subject Property to be annexed to the Village within 60 days. Also the Village, upon annexation of the Subject Property, shall thereafter adopt all ordinances respecting the zoning, use and development of the Subject Property as herein provided. A recordable plat of annexation of the Subject Property to be annexed is to be prepared by Owner and attached hereto as EXHIBIT A. The new boundary of the Village resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

Upon the execution of this Agreement, Owner shall do all things necessary and proper to carry out the terms, conditions and provisions of this Agreement and effectuate the annexation of the above-described Subject Property to the Village, and to aid and assist the Village in also so doing, and the Village shall take all actions necessary to carry out and perform the terms and conditions of this Agreement and to effectuate the annexation of the Subject Property to the Village.

## SECTION 2:

### Zoning, Plan Approval and Design Standards.

A. The Village, upon annexation and necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, shall by proper ordinance after execution of this Agreement and annexation of the Subject Property to the Village cause the Subject Property described above to be classified as BIZ General Retail District of the Land Development Code of the Village of Orland Park, with a special use for a) a financial institution (banking facility), with drive-through windows the bank and double drive through windows for a pharmacy, and b) a 50% reduction in the front-yard setback for Lots 2 and 3 from 80 feet to 40 feet.

B. The Subject Property shall be developed substantially in accordance with the land plan appended hereto and incorporated herein as EXHIBIT B entitled "GLENBROOK DEVELOPMENT OF ORLAND PARK" prepared by ARCLINE ASSOCIATES, LTD. dated January 13, 2000, last revised February 28, 2000, Sheet SP1b, conditioned upon the following:

1. Sidewalk connections from the street to the front entrances of the buildings shall be provided for Lots 3, 4 and 5;

2. Thirty-four (34) parking spaces on the north side of the Subject Property as shown on Exhibit B shall be "land-banked" (held in reserve and unimproved) until such time as the Village determines such additional parking is needed;

3. At a future date, Owner shall submit final plans for Lots 2, 3, 4 and 5 to the Village for approval by the Village;

4. Owner shall provide a cross access easement, at the northeast corner of the Subject Property, to benefit the property east of and adjoining the Subject Property;

5. Owner shall improve 181st Street as it adjoins the Subject Property; in cooperation with the property owner to the east of the Subject Property; and

6. Owner shall submit to the Village a Landscape Plan acceptable to the Village.

7. Further, the signage for the Subject Property must be in accordance with the Sign Plans titled "READERBOARD SIGN DATA" prepared by ARCLINE ASSOCIATES, LTD., dated January 13, 2000, conditioned upon removal of the secondary text on the monument signs.

8. The proposed pharmacy ("Walgreens") must be constructed in accordance with the Elevation Plans titled "WALGREENS" as prepared by ARCLINE ASSOCIATES, LTD. dated December 13, 1999, conditioned upon removal of the "Pharmacy" wall sign on the north and west facades of the building.

Further, Owner agrees:

- a) to obtain permission for the construction of those public improvements which require approval from the Metropolitan Water Reclamation District of Greater Chicago or any other governmental agency; and,
- b) to maintain and keep in good repair any public improvements that are to be constructed until accepted by the Village; and
- c) to develop the Subject Property substantially in accordance with said land plan as shown in EXHIBIT B as approved or as may be subsequently amended and approved by the Village.

The Village agrees to cooperate with Owner in obtaining, expediting and submitting such necessary documents as may be required for the approval thereto from the Metropolitan Water Reclamation District of Greater Chicago, or any other governmental agency. Owner agrees to construct any improvements required by the aforesaid permit at Owner's sole expense.

Unless extended by a written agreement between Owner and Village, all public improvements required to serve the Subject Property, except the street surface and sidewalks, shall be constructed and installed within two (2) years from the date that the Plat of Subdivision of the Subject Property has been approved. If the date of completion falls after September 30, but prior to May 30, the completion date shall be the following May 30.

C. Owner shall form a property owners association (the "Association") and a Declaration and By-laws of that Association shall be approved by the Village Attorney and recorded by Owner.

Said Declaration and By-laws shall assign the ownership, care and maintenance of the detention areas and stormwater management facilities to the Association. The Association shall be responsible for all costs of such care and maintenance.

D. Prior to any site work, existing septic systems if any contained on the Subject Property shall be removed and any wells on the same shall be capped in accordance with the requirements of the Illinois Environmental Protection Agency and/or the Illinois Department of Transportation.

SECTION 3:

Contributions.

Upon the issuance of the building permit, Owner shall make the following contribution as required by Village ordinance, which are payable to the Village on behalf of the following:

FAIR SHARE ROAD EXACTION FEE - \$1.15 per square foot for each shopping center building (totaling approximately 33,700 square feet), as provided by Section 5-112(L)(6) of the Village Land Development Code.

Notwithstanding anything to the contrary herein-contained, if any balance of the above sums remains unpaid said balance shall be due and payable upon the first to occur of a) the issuance of the last building permit, or b) four and one half years from the date of execution of this Agreement. Said sums of money shall be a lien on the Subject Property until paid, and Owner acquiesces and agrees to the payment of said sums being a lien on said Subject Property subordinate to any acquisition loan or construction development loan of Owner of the Subject Property from the date hereof. In the event of a default in the payment of said sums, or any part thereof, the Village shall have the right to foreclose the lien aforesaid in the same manner as provided for with respect to a mortgage foreclosure. The Village shall solely determine how said sums so paid shall be allocated and disbursed.

Sums of money required to be paid hereunder shall be obligations of the Owner and successors in title, and no conveyance of the Subject Property shall relieve any of them or any subsequent owner of said obligation. In the event of a default in payment, in addition to the remedy of foreclosure of the lien aforementioned, the Village shall have all other rights and remedies against the Owner or any of them or any subsequent owner for the collection of the fair share road exaction fee.

SECTION 4:

Water Supply.

Owner shall have the right to construct and install at its expense all necessary on-site water mains to service the Subject Property in accordance with the Land Development Code of the Village

and final engineering plans approved by the Village. The Village agrees to permit connection of the aforementioned water mains to the water facilities of the Village and to furnish water service on the same basis as said services are furnished to other parts of the Village. The water connection charge(s) shall be computed by the Village Building Department based upon the size of the water connection and the number of water meters to be installed.

SECTION 5:

Sanitary and Storm Sewers.

Owner shall be required to construct and install at its expense all necessary sanitary sewers to service the Subject Property in accordance with the Land Development Code of the Village and final engineering plans approved by the Village. The Village agrees to permit connection of the aforementioned sanitary sewers to the sanitary sewer facilities of the Village and to furnish sewer service on the same basis as said services are furnished to other parts of the Village. Owner agrees that no surface water is to be discharged into the sanitary sewerage collection system and Owner will make adequate provision to prevent this from occurring.

Owner shall be required to construct and install at its expense all necessary storm sewers, storm water management facilities and storm water detention/retention basins in accordance with the Land Development Code of the Village and final engineering plans approved by the Village. Owner agrees to permit connection of the aforementioned storm sewers to the storm sewer system of the Village and to furnish storm sewer service on the same basis as said services are furnished to other parts of the Village.

SECTION 6:

Dedication and Construction of Streets; Street Lights; Bicycle Path; Miscellaneous.

A. Street.

The Owner shall provide access to the site. Any street improvements shall be constructed in accordance with the Village's Land Development Code, and in accordance with final engineering plans approved by the Village. The final wearing surface shall not be installed until a period of twelve (12) months after installation of the base or as requested by the Village. Upon completion of the street, Owner shall be responsible for keeping the streets free from construction debris and for repair of damages to the street caused by Owner's construction traffic.

Also, Owner shall be required to keep all streets located on the Subject Property and adjoining streets free from mud and debris generated by construction activity on the Subject Property. Such streets must be cleaned at least once a day, and more often if required by Village in its sole judgment. For each day that the streets are not cleaned as required hereunder during construction, Owner shall be subject to a fine as provided in the Land Development Code. If any



such fine is not promptly paid, the Village shall have the right to stop any and all further construction until said fine is paid.

B. Street Lights.

Owner shall be required to construct and install street lights at Owner's expense to service the Subject Property in accordance with the Land Development Code of the Village and as determined by the Village Engineer.

C. Dedications.

The Village shall accept the dedication of any street right-of-way upon completion of the street improvements and acceptance thereof by the Village. All public street right-of-way to be located on the Subject Property shall be in conformance with the Land Development Code of the Village. The rights-of-way for 179th Street and for Wolf Road shall be sixty (60) feet.

SECTION 7:

Easements.

The Owner agrees at the time of approval of the Annexation Agreement to grant to the Village, and/or obtain grants to the Village of, all necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements which may serve not only the Subject Property, but other territories in the general area.

All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. It shall be the responsibility of the Owner to obtain all easements, both on site and off site, necessary to serve the Subject Property.

SECTION 8:

Developmental Codes and Ordinances and General Matters.

Planning and engineering designs and standards, road construction and site improvements and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Orland Park at such time. The development of Subject Property shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date each individual permit for development of a lot is issued. Notwithstanding the foregoing, the dollar amounts for the contributions set forth in Section 3 "Contributions" above shall not be increased during the term of this Agreement; however, all other

fees, etc. set forth under the various ordinances of the Village shall be paid by the Owner at the rate set forth in the Village ordinances at the time each permit is issued.

No occupancy permit shall be issued for any building prior to the completion of the required public improvements. Provided, however, the construction and installation of the public improvements to be done by Owner may be commenced at any time after Owner has delivered to Village an irrevocable letter of credit, in a form satisfactory to the Village, and from a bank or other financial institution approved by the Village, in the amount of 125% of the Owner's Engineer's estimate of the cost of construction and installation of all such improvements as approved by the Village Engineer, or 110% of actual construction contract costs, including all required lighting, streets and street lights, landscaping, sewer and water lines and storm water management facilities.

SECTION 9:

Utilities.

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Owner's option.

SECTION 10:

Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of seven (7) years from the date of execution hereof and any extended time that may be agreed to by amendment.

The terms and conditions of this Agreement relative to the contributions to the Village, construction and/or dedication of public improvements, granting of easements to the Village, dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION 11:

Notices.

Except as otherwise specifically provided herein, all notices required or permitted hereunder shall be in writing and shall be served on the persons set forth below as follows:

1. By personal delivery;

2. By mailing by certified mail, return receipt requested (in which event the notices shall be deemed served as of the first business day following such mailing);
3. By sending a fax transmission to the fax number listed below (in which event the notice shall be deemed served as of the first business day following the date of the confirmation of receipt of such transmission on the sending fax machine); or,
4. By sending by nationally recognized overnight express delivery services (such as Federal Express, Airborne, Emory, U.S. Postal Service, etc.) in which event the notice shall be deemed served as of the first business day following the latest of the delivery day ranges held out by such express delivery service for the manner sent). For the purposes of this Agreement, a "business day" is deemed to mean Monday through Friday, 9:00 AM to 5:00 PM, local time, excluding federal holidays.

For the Village:

1. Daniel J. McLaughlin  
Village President  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462
2. David P. Maher  
Village Clerk  
14700 South Ravinia Avenue  
Orland Park, Illinois 60462
3. *This document prepared by:*  
E. Kenneth Friker  
Village Attorney  
Klein, Thorpe & Jenkins, Ltd.  
15010 S. Ravinia Avenue, Suite 17  
Orland Park, Illinois 60462

For the Owner:

1. Glenbrook Development of Orland Park, Inc.  
Attn: Michael Glenn, Sr.  
Vice President  
9700 W. 197th Street  
Mokena, Illinois 60448
2. Nancy S. Harbottle, Esq.  
Arnstein & Lehr  
2800 West Higgins Road, Suite 425

Hoffman Estates, IL 60195-5224

SECTION 12:

Permits and Letter of Credit.

The Owner shall not be entitled to obtain any building permits, nor any sign permits, and shall not be entitled to construction of any other appurtenant facilities unless and until the proper letter of credit or cash deposit as set forth in Section 8 has been made to the Village in accordance with the Land Development Code of the Village. The letter of credit or cash deposit shall specifically include an amount to cover the cost of street trees, and sidewalks as required by the Land Development Code and this Agreement.

Owner agrees that any dirt stock piles resulting from the development of the Subject Property shall be located in places designated and approved by the Village, for reasonable time periods not to exceed five years, unless an extension is agreed to in writing by the Village. Upon ten (10) day prior written notice to the Owner, the Village, shall have the right to draw upon the letter of credit provided for in this Agreement, if necessary, as determined by the Village:

- a) to relocate or remove any dirt stock pile not placed in an approved location or
- b) if the pile is causing a storm water drainage problem, or
- c) the time period specified by Village has expired;

provided, however, that the Village will not draw upon the letter of credit if Owner relocates or removes the stock piles as directed by the Village within the 10 day notice period.

SECTION 13:

Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

The Owner, concurrently with annexation and zoning of the property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

- (1) the costs incurred by the Village for engineering services;
- (2) all attorneys' fees incurred by the Village; and

(3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.

B. From and After Effective Date of Agreement.

Except as set forth in the paragraph immediately following this paragraph, upon demand by the Village from time to time made by and through its President, Owner shall promptly reimburse Village for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various matters including, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of public land improvements.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Owner upon its request, by a sworn statement of the Village and such costs and expenses may be further confirmed by the Owner at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the Owner.

Notwithstanding the immediately preceding paragraph, Owner shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings or through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the Owner, and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.

2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Owner, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Owner for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Owner all expenses of such legal proceedings incurred by

Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Owner may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner.

SECTION 14:

Warranties and Representations.

The Owner represents and warrants to the Village the following:

1. The Trustee/Owner is the legal title holder and the owner of record of the Subject Property, and Glenbrook Development of Orland Park, LLC, is the sole beneficiary of the said Trust.
2. The Owner proposes to develop the Subject Property in the manner contemplated under this Agreement.
3. Other than the Owner, no other entity or person has any interest in the Subject Property or its development as herein proposed.
4. Owner provided the legal descriptions of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.
5. With respect to any real estate herein which will become property of the Village, Owner (and its undersigned officer) warrants and represents, to the best of its knowledge, that during the period of its ownership or control over said Subject Property, it has no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release or threatened release of hazardous substances or hazardous wastes on, from or under the property, by or through Owner or any other party whatsoever. Owner (and its undersigned officer) similarly represents and warrants that to the best of its knowledge, there was not underground storage (or other) tank, not any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the property prior to Owner's acquisition of ownership or control of the property.

\*\* Owner (and its undersigned officer) similarly further represents and warrants that to the best of its knowledge, the property (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or other relating to hygienic or environmental conditions, and during ownership of the property by Owner, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances or other related materials on, under or about the property. The Owner shall and does hereby agree to indemnify, protect, defend, and hold the Village harmless from and against any claims, losses, demands, costs, proceedings, suits, liabilities, damages, and causes of action, including consequential damages and attorneys' fees of counsel selected by the Village and other costs of defense incurred, arising against or suffered by the Village or its assigns

\*\*Except for matters relating to the events discussed in the Consent Order dated November 5, 1999<sup>13</sup> from the Circuit Court of Cook County, Case No. 99 CH 15983, entitled The People of the State of Illinois v Roberts Pipeline Construction, et al, with all of the remediation described in said Order having been satisfactorily completed to the best of Owner's knowledge, ..

as a consequence, directly or indirectly, of any misrepresentation by Owner of the foregoing representations and warranties, whether discovered before or after the conveyance of any of the Subject Property to the Village.

SECTION 15:

Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by Owner, Owner shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Owner by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner from any or all of such obligations.

SECTION 16:

No Waiver or Relinquishment of Right to Enforce Agreement.

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

SECTION 17:

Village Approval or Direction.

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

SECTION 18:

Singular and Plural.

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

SECTION 19:

Section Headings and Subheadings.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

SECTION 20:

Recording.

A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Owner.

SECTION 21:

Authorization to Execute

The Owner and the officers of the Owner executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of the Owner and that all representations and warranties made by Owner herein are also made by the officer of the Owner executing this Agreement.

The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner and Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION 22:

Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

SECTION 23:

Counterparts.



This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION 24:

Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default.

SECTION 25:

Conflict Between the Text and Exhibits.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

SECTION 26:

Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

SECTION 27:

Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

SECTION 28:

Execution of Agreement.

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

VILLAGE OF ORLAND PARK,  
an Illinois Municipal Corporation

By: *James J. McLaughlin*  
Village President

ATTEST:

*David B. Maher*  
Village Clerk

Owner:

FIRST BANK AND TRUST COMPANY  
OF ILLINOIS, not personally but as Trustee  
aforesaid

By: *[Signature]*  
Trust Officer / President

Attest:

*Charlene J. Madura*  
Vice President Secretary

GLENBROOK DEVELOPMENT OF  
ORLAND PARK, LLC, an Illinois limited  
liability company

By: *[Signature]*  
Member/Manager





STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Michael R. Glenn, Member/Manager of GLENBROOK DEVELOPMENT OF ORLAND PARK, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member/Manager appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said GLENBROOK DEVELOPMENT OF ORLAND PARK, LLC for the uses and purposes therein set forth.

GIVEN under my hand and notary seal, this 19<sup>th</sup> day of June, 2000.

Lisa M. Unzueta  
Notary Public

Commission expires: 07-07-03

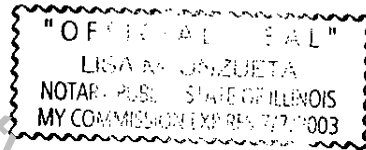


EXHIBIT ATTACHED