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Doc#: 0331639009
Eugene "Gene" Moore Fee: \$454.00
Cook County Recorder of Deeds
Date: 11/12/2003 10:04 AM Pg: 1 of 104

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Cook Co. Ill.

[Handwritten initials]

CERTIFICATION

I, Kittie L. Kopitke, do hereby certify that I am the duly elected Village Clerk of the Village of Streamwood, Cook County, Illinois, and the keeper of the books and records of the Village of Streamwood, and I do hereby certify that Ordinance Number 2003-41 is the true and correct copy of an Ordinance presented, passed and recorded by the President and Board of Trustees of the Village of Streamwood on the 31st day of July 2003 by a vote of 5 Ayes, 0 Nays with 1 Trustee absent.

[Handwritten signature of Kittie L. Kopitke]
Kittie L. Kopitke, CMC
Village Clerk

WILL CALL:
Kittie L. Kopitke, Village Clerk
Village of Streamwood
301 East Irving Park Road
Streamwood, IL 60107

104

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VILLAGE OF STREAMWOOD

ORDINANCE NO. 2003 - 41

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR "SUTTON PARK" (ROUTE 59 AT IRVING PARK ROAD), THE HARLEM IRVING COMPANIES, INC.

Property of Cook County Clerk's Office

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF STREAMWOOD
THIS 31st DAY OF July, 2003

Published in pamphlet form by authority of the Board of Trustees of the Village of Streamwood, Cook County, Illinois
this 31st day of July, 2003

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ORDINANCE NO. 2003 - 41

**AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION OF A PLANNED UNIT DEVELOPMENT AGREEMENT
FOR "SUTTON PARK" (ROUTE 59 AT IRVING PARK ROAD),
THE HARLEM IRVING COMPANIES, INC.**

WHEREAS, it is in the best interests of the Village of Streamwood, Cook County, Illinois that a certain Planned Unit Development Agreement by and between the Village of Streamwood, an Illinois municipal corporation, (hereinafter referred to as "Village") and The Harlem Irving Companies, Inc., an Illinois corporation (hereinafter referred to as "Owner"), be approved by the corporate authorities of the Village of Streamwood; and

WHEREAS, the Planned Unit Development Agreement, having been previously reviewed, sets forth all the agreements between the parties; and

WHEREAS, the Owner is ready, willing and able to enter into said Planned Unit Development Agreement and to perform the obligations as required therein; and

WHEREAS, notice of a public hearing on said application was published in the Daily Herald of Paddock Publications, Inc., on March 18, 2003, being a paper having general circulation within the Village of Streamwood, all as required by Illinois Statute and the ordinances of the Village of Streamwood; and

WHEREAS, a public hearing was conducted by the Plan Commission on said application on April 15, 2003; and

WHEREAS, the Plan Commission, having met on April 15, 2003 to review the evidence presented during the public hearing and to make findings of fact, has forwarded its findings and

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recommendations to the Village Board of the Village of Streamwood.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Streamwood, Cook County, Illinois as follows:

SECTION ONE: The document known as "Planned Unit Development Agreement (Sutton Park - The Harlem Irving Companies, Inc.)", a copy of which is attached hereto as Exhibit "A" and made a part hereof, is hereby approved and the Village President and Village Clerk are hereby authorized and directed to execute and attest to, respectively, said Planned Unit Development Agreement in substantially that form attached hereto as Exhibit "A."

SECTION TWO: The Planned Unit Development Agreement between the Village and Owner accurately sets forth all of the agreements between the parties pertaining to the development of the property.

SECTION THREE: The Planned Unit Development Agreement shall not be effective unless and until Owner has acquired all of the underlying properties comprising the Property (as that term is defined in the Planned Unit Development Agreement) and has obtained from the Village the right to use certain contiguous property for the purposes stated therein.

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SECTION FOUR: All ordinances and resolutions or parts thereof in conflict with the provisions of this ordinance are, to the extent of such conflict, expressly repealed.

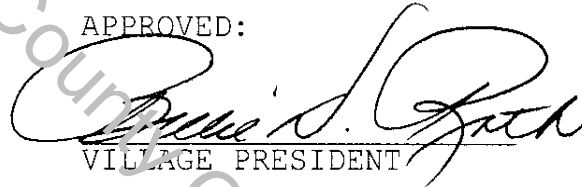
SECTION FIVE: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ROLL CALL VOTE.

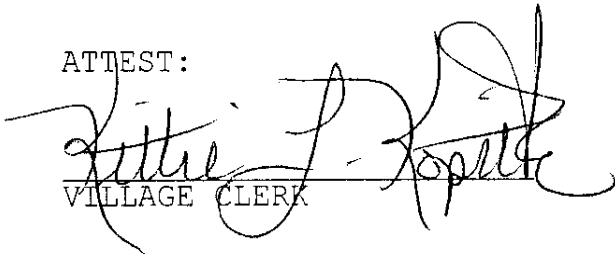
AYES	<u>5</u>
NAYS	<u>0</u>
ABSTENTIONS	<u>0</u>
ABSENT	<u>1</u>

PASSED AND APPROVED this 31st day of July, 2003.

APPROVED:


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

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*Sutton Park
Developers, L.L.C., an
Illinois limited liability
company

PLANNED UNIT DEVELOPMENT AGREEMENT

(Sutton Park - The Harlem Irving Companies, Inc.)

This Planned Unit Development Agreement (the "**Development Agreement**") is made and entered into this 31st day of July, 2003 by and between ~~The Harlem Irving Companies, Inc., an Illinois corporation~~ ("Owner") and the Village of Streamwood, Cook County, Illinois, an Illinois home-rule municipal corporation ("**Village**"). Village and Owner are sometimes hereinafter collectively referred to as the "**Parties**".

WITNESSETH:

WHEREAS, Owner is the record owner of approximately 31 gross acres of property situated within the corporate limits of the Village and described in **Exhibit 1** attached hereto and made a part hereof, and which shall be platted as a subdivision known as Sutton Park (hereinafter referred to as the "**Property**"); and

WHEREAS, Owner will develop the Property and the development is proposed to consist of the construction of several retail facilities, restaurants and a bank; and

WHEREAS, the Village has enacted a series of ordinances, resolutions and appended exhibits related to the development of the Property, identified on **Exhibit 2** attached hereto, which ordinances and exhibits are incorporated and made a part of this Development Agreement. The ordinances in substance have:

- (i) approved and authorized the execution of an Annexation Agreement with respect to the Property; and
- (ii) annexed the Property to the Village; and
- (iii) approved a zoning map amendment rezoning the Property from the R-1 Single-Family Residence District to the C-3 Highway Commercial District, approved a preliminary plat of subdivision, and granted a Special Use for a Planned Unit Development with such special use permits and exceptions and variations from Village Codes necessary for development of the Property; and
- (iv) approved and authorized the execution of this Development Agreement; and
- (v) authorized the execution of a perpetual ^{non-exclusive} ~~exclusive~~ easement grant for the benefit of the Property for the use of approximately 0.74 acres of land owned by the Village and contiguous to the Property ("**Village Property**", as legally described in the Annexation Agreement) for wetland mitigation and stormwater management purposes.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

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1. **Incorporation of Recitals.** The Parties acknowledge that the recitals are material to this Development Agreement and are hereby incorporated into this Development Agreement as if fully set forth herein.

2. **Zoning.**

2.1 **Zoning and Special Use Approvals.**

(a) Contemporaneously with the Village's approval of the ordinance authorizing the execution and attestation of this Development Agreement, the Corporate Authorities have enacted a Planned Unit Development Ordinance which has rezoned and classified the Property from the R-1 Residential District to the C-3 Highway Commercial District and approved a Special Use of a Planned Unit Development for the Property and other special uses and use variations and exceptions in accordance with Sec. 11-8-8.B of the Zoning Code:

(i) As to Parcel 2 only (which parcel is designated and depicted on the Preliminary Plat of Subdivision (see Exhibit 7 hereto)), and provided that the principal use of Parcel 2 is Target Stores, a special use for the sale and service of alcohol as an accessory use to permitted retail uses; and

(ii) As to the Owner, its successors and assigns, and tenants and subtenants only of Parcel 2, 3 and 9 (and not for the benefit of any other users of said Parcels), a use for outdoor display of building material products; and

(iii) Open air, partially enclosed or screened in uses on Parcels 4, 5, 6, 7 and 8 which are part of or accessory to permitted restaurant uses shall be permitted uses; and

(iv) A use for restaurant drive-in facilities on one (1) of either Parcels 5, 6, 7 or 8.

(b) All Village zoning regulations of the C-3 Highway Commercial District shall apply to the Property except as the same are modified and permitted by the Planned Unit Development Ordinance and this Development Agreement. The zoning district classifications granted by the Planned Unit Development Ordinance shall create permanent zoning classifications for the Property (unless changed by the Village at the then-current owner's request or approval) which shall remain in effect unless and until amended in the manner provided by law for the amendment of zoning classifications.

2.2 **Signage.** Signs on the Property shall be subject to the "Tenant Signage Criteria" regulations set forth as **Exhibit 3** hereto and made a part hereof and the Village sign regulations, and shall substantially conform to the plans set forth in Group Exhibit 5. The Village Manager may authorize minor modifications (no more than ten percent (10%) in size) to said signage.

2.3 **Liquor Sales and Services.** The Village acknowledges that the proposed development of the Property may include restaurants and other uses that, to offer the complete services necessary to economic viability for such uses, may require a liquor license. The Village confirms that it has, as a matter of principle and overall Village planning, no objection to one or

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more establishments on the Property obtaining liquor licenses from the Village. To the extent necessary to make such liquor licenses available to the users of the Property, the Village agrees to amend its ordinances, if necessary, to provide and allow for the creation of additional liquor licenses which shall be available to the users of the Property, provided that such user(s) make proper application for liquor licenses and meet all requirements of applicable law.

3. Development.

3.1 The Village and Owner agree that the Property shall be developed in accordance with the terms of this Development Agreement and in substantial conformance with Group Exhibits 4 and 5 and Exhibits 6 and 7, which Exhibits consist of the following plans, specifications, and notations, all of which are hereby approved as part of this Development Agreement:

(a) Group Exhibit 4 – Preliminary PUD Plans.

Tab A: Preliminary Site Plan, dated as last revised July 29, 2003, prepared by DZA Associates, Inc.

Tab B: Preliminary Site Improvement Plans, dated as last revised July 28, 2003, prepared by Spaceco, Inc., which plans consist of the following five sheets:

- (1) Sheet C1
- (2) Sheet TS1, "General Notes and Typical Sections"
- (3) Sheet GM, "Geometric Plan"
- (4) Sheet GD, "Grading and Drainage Plan"
- (5) Sheet SW, "Water and Sanitary Sewer Plan"

Tab C: Preliminary Lighting Plan. Dated July 24, 2003, prepared by LSI Industries.

Tab D: Preliminary Landscaping Plan. Sheet L-1, dated July 16, 2003, prepared by Linden Lenet Land Design.

Tab E: Sanitary Sewer and Water Mains to be maintained by Village. Dated July 28, 2003, prepared by Spaceco, Inc.

(b) Group Exhibit 5 – PUD Architectural Concept and Signage Plans

Tab A: Exterior Elevations. Dated June 26, 2003.

Tab B: Signage Plans. Dated June 26, 2003.

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(c) Group Exhibit 6 – Parcel 2 Architectural Concept Plan

(i) Parcel 2 Exterior Elevations. Dated June 26, 2003.

(d) Exhibit 7 – Preliminary Plat of Subdivision

(i) Preliminary Plat of Subdivision – Sutton Park. Dated July 29, 2003, prepared by Midwest Technical Consultants.

3.2 All variations and exceptions to the Village Codes that are necessary for the approved plans and development of the Property to conform to such Codes have been approved and granted by the enactment of the Planned Unit Development Ordinance and by the authorization to execute this Development Agreement. To the best of Owner's knowledge, the two memoranda appended as Exhibit 8 hereto list the code variances, waivers and exceptions requested.

3.3 Owner shall develop the Property in substantial conformance with the approved plans set forth in the exhibits to this Development Agreement and in full compliance with final PUD site development plans (including final plat and final engineering plans) for each respective phase, if any, of development ("Final PUD Plans"), and except as otherwise provided in the Planned Unit Development Ordinance and this Development Agreement, in full compliance with all ordinances of the Village. Owner shall submit Final PUD Plans for the Property in substantial conformance with the exhibits appended to this Development Agreement, and the Village agrees to approve such Final PUD Plans.

3.4 Owner may develop and subdivide the Property in phases. Owner shall be permitted to seek final approval for portions of the Property as subdivided and shall not be required to submit a final plat thereof as a single unit, but may submit for approval such plats for phased development of the Property as Owner determines. The Village shall approve such final plats and plans as submitted by Owner so long as the plats and plans are in substantial conformance with the plats and plans approved by the Village pursuant to the Planned Unit Development Ordinance and this Development Agreement.

3.5 Owner's submittal within twelve months of preliminary plan approval of a final plan for the first phase or stage of the development of the approved preliminary plan shall satisfy the requirement of Section 11-8-5-2 of Title 11, Chapter 8 of the Village Code, for the development of the entire Property.

3.6 For purposes of this Development Agreement, the phrase "substantially commenced" as used in Section 11-8-8.A of Title 11, Chapter 8 of the Village Code shall mean the commencement of mass grading for the initial phase of development of the Property.

3.7 At all times, Owner shall be permitted to adjust the uses and number of users within the buildings depicted on the approved Preliminary Site Plans and Final PUD Plans, but no such changes shall decrease any yard or setback dimensions established by this Development Agreement or the Planned Unit Development Ordinance.

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3.8 At all times, Owner shall be permitted to locate buildings within the Building Envelopes and configure parking fields in accordance with the Preliminary PUD Plans, subject to the following limitations:

(a) As to Parcels 4, 5, 6, 7, and 8 only, buildings no greater than the maximum Building Area according to the Table (set forth on the Preliminary Site Plan) may be located anywhere within the Building Envelope (as depicted on the Preliminary Site Plan) of said Parcels, as solely determined by Owner, so long as parking is provided to meet the minimum parking ratio required for said Parcels according to the Table; and

(b) As to Parcels 2, 3 and 9 only, buildings which, in the aggregate, are no greater than the maximum aggregate Building Area according to the Table (set forth on the Preliminary Site Plan) may be located anywhere within the single Building Envelope (as defined on the Preliminary Site Plan) for such Parcels, as solely determined by the Owner, so long as parking is provided to meet the minimum parking ratio required for said Parcels (in the aggregate) according to the Table; and

(c) The location of buildings and configuration of parking fields for each Parcel are for illustration purposes only. The final location of buildings and configuration of parking fields shall comply with the maximum Building Area and the Minimum Ratio for parking, as set forth in the Tables and Notes (as defined on the Preliminary Site Plan).

3.9 Final engineering plans shall provide for sanitary sewer and storm sewer main stub connections at a location approximately at the 272.00' west property line that is shared by Parcel 7 and Parcel 2 (as depicted on the Preliminary Plat of Subdivision).

3.10 Building architecture, design, and materials shall substantially comply with the drawings and plans set forth in Group Exhibit 5 and Exhibit 6.

3.11 All dumpsters shall be located within side or rear yards and shall be constructed of masonry.

4. Declaration of Covenants, Conditions, and Easements.

4.1 Owner shall record a declaration of covenants, conditions and restrictions pertaining to the use and development of the Property (the "**Declaration**"), which shall provide for the following:

- (a) Grant cross-access easements for the benefit of all Parcels; and
- (b) Grant cross-parking easements as may be necessary and beneficial to some or all of the Parcels; and
- (c) Require building materials, architectural design and theme for Parcels 4, 5, 6, 7 and 8 to be substantially consistent with that of Parcels 1, 2 and 3.
- (d) Set forth standards and procedures for approval of building architecture and materials, which approval authority shall be vested in Owner or, if and when Owner so chooses, in a property owner's association; and

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(e) Require maintenance by Owner or a property owner's association of the Village Property and all common areas including stormwater management areas, common landscaping and common signage; and

(f) Grant the Village the right to enforce the obligations therein relating to maintenance.

4.2 As a condition of final plat approval, Owner shall record the Declaration with the Office of the Recorder of Deeds, Cook County, Illinois.

5. **Special Service Area.** Owner hereby grants its consent to the Village to create a Special Service Area encompassing only the Property and the Village Property, pursuant to the Special Service Area Tax Law, 35 ILCS 200/27-5, for the purpose of upkeep, maintenance and/or renovation of the wetland and stormwater management areas, including such areas as are on the Property and other common areas. In the event Owner or the property owner's association fails to maintain such common areas (exclusive of wetland and stormwater management areas), Owner waives any objections to the levying of special service area taxes as to such common areas; provided, however, that Owner does not waive any right to object to the reasonableness of the amount of any Special Service Area taxes or the method of calculation of the proposed taxes.

6. **Engineering Plans.**

6.1 Development of the Property as provided for in this Development Agreement shall substantially conform to the engineering plans set forth in Group Exhibit 4 hereto.

6.2 Stormwater management facilities shall be provided in accordance with final engineering plans and substantially in conformance with the Stormwater Management Plan prepared by Christopher B. Burke Engineering, Ltd., dated April 3, 2003, as set forth at **Exhibit 9** hereto.

6.3 The Village Engineer may approve modifications to the engineering plans if of a nature and extent customarily falling within the purview and authority of Village staff under applicable Village codes. Further, any modification providing for any of the following may be approved by the Village Engineer, notwithstanding any Village code requirements to the contrary which otherwise require review or approval by the Plan Commission or Village Board: (i) Modification of utility plans to allow for more convenient or efficient service to properties; (ii) Grading modifications which do not have an adverse impact on other properties; (iii) Modifications required by other regulatory bodies with jurisdiction, including but not limited to IDOT, FEMA, IDNR, USACOE, or MWRDGC, which do not materially alter the engineering concepts approved by the Village. With respect to any engineering modifications proposed to facilitate the development of the Property or any portion thereof, and the Village Property, the Village Engineer shall consider whether the modifications meet Village code requirements, whether they promote efficient development, whether they help preserve or enhance the function and aesthetic characteristics of new development, and whether they are consistent with the general plan of development for the Property as expressed in this Development Agreement. Any amendments or modifications of the approved engineering plans as may be agreed upon by Owner and the Village Engineer shall not require any amendment to the Annexation Agreement, the Planned Unit Development Ordinance or this Development Agreement. In the event the

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Village Engineer deems a proposed modification to be outside the scope of the rights of approval, the matter shall be presented for consideration at the next regular or special meeting of the Plan Commission for final action, with right of appeal by Owner to the Village Board.

7. Building Permits.

7.1 The Village Engineer shall issue site development permits within ten (10) working days of the later of Owner (i) submitting a complete site development plan, together with any other submissions required by Title 10 of the Village Code, or (ii) posting a letter of credit or bond pursuant to Section 10-6-1-3.D based upon the costs of earth movement and soil erosion control measures.

7.2 The Village agrees to issue within ten (10) working days after receipt of an application, permits for the construction of foundations, buildings or improvements or to issue a letter of denial within that time period informing Owner the reasons for denial of the permit and citing the section(s) of the Village Code, as the same may be modified by the Planned Development Ordinance and this Development Agreement. If the application is approved, the permits shall be promptly issued. If the permit is conditionally approved, the permit will be issued within five (5) working days after the conditions for such approval are satisfied.

7.3 Building permits shall be issued upon provision of adequate emergency access to the building site (gravel sub base) and an operational fire hydrant with a flow of 1,000 gpm within 300 feet of the subject building site, or such alternative fire protection measures as may be approved by the Streamwood Fire Chief in his/her sole discretion.

7.4 Foundation-only permits shall be issued upon completion of adequate construction access to the corresponding building sites and the completion of underground utility work across the street frontage of the subject building site. Adequate access shall mean a maintained gravel access road.

7.5 Notwithstanding any provision of the Village Codes, Owner shall not be required to obtain approval of a final plat of subdivision as a condition of receiving building permits to proceed with either the on-site or off-site improvements provided that such development otherwise proceeds in accordance with the requirements of the Village's codes (except as the same may be superseded by provisions of this Development Agreement).

8. Certificates of Occupancy.

8.1 The Village shall issue certificates of occupancy for any building or structure on the Property within five (5) working days of proper application therefore or within five (5) working days of the receipt of the last documents or information required to support such application, whichever is later. If the application is disapproved, the Village shall issue a letter of denial within that time period informing Owner the reasons for denial of the certificate and citing the section(s) of the Village Code, as the same may be modified by the Planned Unit Development Ordinance and this Development Agreement. If the application is approved, the permits shall be promptly issued. If the permit is conditionally approved, the permit will be issued within five (5) working days after the conditions for such approval are satisfied.

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8.2 The Village shall not condition issuance of any certificates of occupancy upon the submission or approval of record drawings (as built).

8.3 Certificates of occupancy shall be issued upon satisfactory completion of the following:

(a) Completion of the water distribution system to the subject building, including testing and chlorination.

(b) Completion of the sanitary sewer system to the subject building.

(c) Substantial completion of the public street system, to the extent required by the approved plans, to the subject building and either a turnaround capability for a fire truck or a gravel base through the development in a manner to provide two means of emergency access for each building. Substantial completion shall include curbs, gutter, street lights, and the base course of asphalt.

(d) Installation of sidewalks across the frontage of the subject building site, if required by the approved plans.

(e) Substantial completion of landscaping of the subject building site, including parkway trees, final grading and ground cover. However, sidewalks, landscape materials, lights, parkway seeding, and final surface course of streets or other similar items which also cannot be installed or completed because seasonal weather does not permit same for such phase need not be completed prior to issuance of an occupancy permit for any such structure. If such hardship exists, the Department of Community Development may require that a letter of credit or bond, as determined by Owner and in favor of the Village, be posted for completion of such work.

8.4 Temporary or partial certificates of occupancy shall be issued by the Village for any finished part or portion of a building, structure or unit, which is otherwise finished, provided that, as determined by the Director of Community Development: (i) said part or portion is designed for or capable of separate use or occupancy; (ii) said part or portion is safe for the use or occupancy intended; (iii) sewer, streets, water and drainage are properly installed to the building, structure or unit containing said finished part or portion; and (iv) the Village has received such deposits or security it reasonably requires to guarantee the completion of the work.

8.5 A Temporary Certificate of Occupancy for a management office located in a building shall be issued upon inspection and approval of such building by the Director of Community Development or his/her designee and provision of a paved access, sprinkler and other required fire protection systems for the management office. Access and parking areas shall be subject to the review and approval of the Director of Community Development.

8.6 Owner shall not be denied a conditional occupancy permit for any portion of the Property based upon the completion status of the required public roadway improvements if safe and adequate access to and from said portion of the Property is in place at the time of application for a conditional occupancy permit and Owner is diligently prosecuting the work.

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8.7 Notwithstanding anything herein to the contrary, the Village shall issue certificates of occupancy in multi-tenant commercial/retail buildings on a unit-by-unit basis provided that the unit to be occupied is completed and the construction of the entire building has progressed to a point where the Village's Fire Chief has made a reasonable determination that all fire protection and safety equipment is operational throughout the structure.

9. Public Improvements.

9.1 The public portions for the sanitary sewer system, water distribution system and right-of-way improvements, together with any appurtenances, and all related grading improvements and any other public improvements required by the Village (hereinafter "**Public Improvements**"), are described, listed or shown on the approved plans and exhibits referenced in and appended to this Development Agreement. The portions of the sanitary sewer system and water distribution system to be maintained by the Village are depicted on **Exhibit 10** hereto ("Public Utility Exhibit," Sheet 1 of 1, prepared by Spaceco, Inc. dated July 28, 2003). The public roadway improvements for Route 59 and Route 19 are further detailed in **Exhibit 11** hereto ("Proposed Roadway Improvements – Summary of Opinion of Probable Costs," prepared by Gewalt Hamilton Associates, Inc., dated May 16, 2003). The Public Improvements shall include such additional improvements as may be required by IDOT and other government entities, agencies or departments having jurisdiction, if any.

9.2 The Owner agrees to construct or cause to be constructed with diligence all Public Improvements, with the exception that Owner shall only have those obligations for the Route 19 roadway improvements discussed in Section 10 of this Development Agreement. The Owner will take aggressive steps to enforce each contract connected with the construction of Public Improvements, to the end that said improvements will be duly and satisfactorily completed within the time or times herein mentioned, except where any delays are the result of force majeure. The Owner agrees that all work in the construction of the Public Improvements shall be done in a good, substantial and workmanlike manner, that all manufactured materials used therein shall be new and of good quality, that same shall at all times be subject to inspection by the Village, shall all be satisfactory to the Village and shall be subject to its approval, which shall not be unreasonably withheld or delayed. The Owner will at its expense furnish all necessary engineering services for said improvements.

9.3 The Public Improvements shall be completed within two (2) years of recording of the Plat unless otherwise extended by amendment to this Development Agreement by the Village of Streamwood Board of Trustees; provided, that in the event any delays are caused by force majeure, then the date of completion shall be extended without any further action or amendment for a period equal to the length of the delay.

9.4 The acquisition of all easements for off-site Public Improvements, except for such easements necessary for the Village Road Work (as defined in Section 10 hereof), shall be the responsibility of the Owner and must be obtained prior to the recording of the final plat of subdivision. If the easements cannot be obtained through negotiation the Village will use, as permitted by law, its powers of eminent domain to obtain the easements for the benefit of Owner. Notwithstanding the foregoing, the Village's obligations to use its power of eminent domain shall be limited to the acquisition of all off-site easements for the Public Improvements as shown on the plans approved as part of and appended to the Agreement or for additional easements necessitated by a change to the engineering plans. Owner will pay any and all costs of the

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easements and reimburse the Village for all of the Village's costs including, but not limited to, any and all costs of eminent domain and attorney's fees in obtaining the easements. Any and all costs of acquisition of all easements necessary for the Village Road Work (as defined in Section 10 hereof), shall be the responsibility of the Village.

10. Roadway Improvements.

10.1 Village shall timely construct and install, at its sole cost and expense (which shall include all associated soft costs), and in a good and workmanlike manner, all roadway and right-of-way Public Improvements along Irving Park Road (Route 19) (the "**Village Road Work**") within the areas depicted on Exhibit 12 ("Irving Park Rd. Proposed Road Improvements," prepared by Gewalt-Hamilton Associates, Inc., dated May 13, 2003) attached hereto and made a part hereof.

10.2 (a) The Village shall promptly commence engineering plans for the Village Road Work upon receipt of written notice from Owner that Owner has closed the sale to an unrelated third-party entity of fee title to that portion of the Property described as Parcel 2 on the Preliminary Plat of Subdivision.

(b) The Village bid specifications and contracts for Village Road Work shall require an October 15, 2004 completion date.

10.3 The Village shall substantially complete construction of the Village Road Work by December 15, 2004. Substantial completion consists of all curb and gutter and pavement up through the binder course east of Rt. 59. Completion of final improvements will not disrupt the ingress and egress to the property. The Village shall perform such construction in a manner so as not to substantially or materially interfere with Owner's construction. If Owner, using reasonable judgment and good faith, determines that the performance of the Village Road Work is not proceeding so as to be completed within the time limits agreed to herein, (it being understood that time is of the essence), Owner may give notice of such fact to the Village and if the Village does not present to Owner reasonable evidence within ten (10) days of receipt of such notice that the same will be completed as required, Owner shall have the right, but not the obligation, to assume control of the construction of the Village Road Work and upon such election Owner agrees to proceed to complete the same with all reasonable dispatch. If Owner elects to assume control of the Village Road Work, the Village hereby grants to Owner, its contractors, agents and employees, a temporary license to enter upon the roadway and adjacent land on which the Village Road Work is to be performed. The Village shall remain liable for the costs and expenses of performing the Village Road Work in an amount not to exceed the final-approved bid for the cost to construct the plan approved by IDOT for the Village Road Work, and agrees to reimburse Owner for same. Owner shall be entitled to reimbursement within thirty (30) days of written request therefore accompanied by reasonable documentation of such expenditures.

10.4 Construction and installation of all on-site and Sutton Road (Route 59) off-site roadway improvements as depicted on the preliminary and final engineering plans shall be the responsibility of Owner. The Village will cooperate with Owner to obtain any and all necessary permits and other approvals from IDOT (and any other governmental agency or department with jurisdiction over said roadways) for such improvements.

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10.5 Owner and Village will use their best efforts to coordinate and facilitate the completion of all public improvements to both Rt. 59 and Irving Park Road.

11. Traffic Controls.

11.1 The Owner shall install traffic signs, traffic signals and other traffic control devices as set forth in the final engineering plans; provided that the Village shall install at its sole cost such signs, signals and devices within the Village Road Work area delineated on Exhibit 12 and as provided for in Section 10.3, above. Traffic control devices and signals shall meet the specifications as set forth in the Final Engineering and shall be subject to the approval of the entity which has jurisdiction over such matters.

11.2 The traffic signal required to be installed by Owner pursuant to the final engineering plans ("Required Signal") will benefit other properties that (i) have roadway frontage at the intersection controlled by the Required Signal or (ii) have roadway frontage within 1000 feet of the Required Signal. (Subparagraphs (i) and (ii) collectively referred to as "Benefitted Properties"). The Village shall require the owner of each Benefitted Property to pay to Owner, as a condition of the Village's approval or issuance of any building permit, annexation or zoning petition, or subdivision plat, its pro rata share of the total cost for the Required signal. The pro rata share shall be determined by dividing the peak hour traffic volume to be generated by a Benefitted Property owner's development by 150, which is the base volume warrant for the Required signal; but, in no event shall any Benefitted Property owner be responsible for more than 30% of the total cost of the Required Signal.

12. Water Utilities.

12.1 Village owns and operates a water distribution system within the Village for water distribution, which water distribution system has sufficient capacity to provide and will provide potable water to the Property, such service to be substantially the same as provided to other areas in the Village being provided with water by the Village.

12.2 Owner shall install water main extensions in accordance with the final engineering plans. Owner shall grant or dedicate all easements necessary to install off-site watermain extensions as shown on such final engineering plans for the construction of the necessary watermain extensions serving the Property. Owner agrees to pay all Village water service connection charges in accordance with the requirements of the Village Code.

12.3 Village agrees to fully cooperate with Owner to allow Owner to obtain and install all necessary off-site watermain extensions, including but not limited to the exercise of the Village's eminent domain powers, provided Owner pays all costs and expenses in conjunction therewith.

12.4 In the event the final engineering plans require Owner to extend and oversize any watermain installations in order to benefit properties other than the Property, upon application of Owner, Village agrees to take all appropriate action to provide for a recapture to Owner of all costs of extending and oversizing such watermain installations. Owner's right to such recapture shall be memorialized by a Village ordinance and Recapture Agreement in a form and manner agreed upon by the parties within 180 days of approval of final engineering plans.

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13. Sanitary Sewer Facilities.

13.1 Village owns and operates a sanitary sewer system within the Village for sewage disposal, which sanitary sewer system has sufficient capacity to provide and will provide sanitary sewer service to the Property, such service to be substantially the same as provided to other areas in the Village being provided with sanitary sewer by the Village.

13.2 Owner shall install sanitary sewer line extensions in accordance with the final engineering plans. Owner shall grant or dedicate all easements necessary to install off-site sanitary sewer line extensions as shown on such final engineering plans for the construction of the necessary sanitary sewer line extensions serving the Property. Owner agrees to pay all Village sanitary sewer service connection charges in accordance with the requirements of the Village Code.

13.3 Village agrees to fully cooperate with Owner to allow Owner to obtain and install all necessary off-site sanitary sewer line extensions, including but not limited to the exercise of the Village's eminent domain powers, provided Owner pays all costs and expenses in conjunction therewith.

13.4 In the event the final engineering plans require Owner to extend and oversize any sanitary sewer line installations in order to benefit properties other than the Property, upon application of Owner, Village agrees to take all appropriate action to provide for a recapture to Owner of all costs of extending and oversizing such sanitary sewer line installations. Owner's right to such recapture shall be memorialized by a Village ordinance and Recapture Agreement in a form and manner agreed upon by the parties within 180 days of approval of final engineering plans.

14. Stormwater Management Facilities.

14.1 Stormwater management facilities, including but not limited to storm sewers, swales, and retention and/or detention ponds, need not be located on the Property if adequate facilities are provided off-site on a parcel or lot under common ownership or control or pursuant to a recorded agreement ensuring the continuation of the necessary drainage rights, maintenance responsibilities and control of such facilities. Owner shall not be required to construct any stormwater facilities except as necessary to accommodate development within the Property.

14.2 Owner may install temporary stormwater management facilities in accordance with approved engineering plans and this Development Agreement.

14.3 Stormwater management facilities, including retention and/or detention areas, shall be provided, constructed and paid for by Owner as needed. Except as otherwise specifically provided for in the Planned Unit Development Ordinance or this Development Agreement by text or approved plans, stormwater management facilities shall be designed and constructed in accordance with the Village's ordinances and any such facilities so designed shall be deemed approved by the Village.

14.4 Stormwater detention and/or retention areas, wetlands, and flood plains designated by Owner or by Village (in accordance with applicable Village ordinances) shall be subject to such easements which benefit the Village for the purpose of access to, maintenance of,

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and preservation of such areas. The language of such easements shall be mutually agreed to and approved by the Village Attorney and Owner's attorney.

14.5 In the event the final engineering plans require Owner to extend and oversize any stormwater management facilities in order to benefit properties other than the Property, upon application of Owner, Village agrees to take all appropriate action to provide for a recapture to Owner of all costs of extending and oversizing such stormwater management facilities. Owner's right to such recapture shall be memorialized by a Village ordinance and Recapture Agreement in a form and manner agreed upon by the parties within 180 days of approval of final engineering plans.

15. On-Site Easements. An easement or easements over, under and upon that portion of the Property reasonably determined by the Village as necessary for access by emergency vehicles or for access for maintenance, repair, replacement and customary servicing of all electricity facilities, sanitary sewer, storm drainage, stormwater detention and retention, and water main systems, telephone facilities, natural gas supply systems, street lighting, communication facilities and other utilities, shall be provided at the Village's request on all final plats in favor of the Village and the involved utility and communications companies, now or in the future receiving a Village franchise, and shall include all respective officers, employees, and agents, and related emergency and service vehicles and equipment, in locations consistent with the location of said utilities as identified on the final engineering plans for the Property.

16. Site and Public Improvement Guarantees.

16.1 Except as may be modified by this Development Agreement, Owner shall provide development guarantees in the manner, form, and amount required by Title 10, Chapter 3 ("Procedure for Subdivision Approval") and Title 11, Chapter 8 ("Planned Unit Developments") of the Village Code.

16.2 Owner may provide performance and maintenance guarantees by letters of credit in form acceptable to the Village Finance Director, which acceptance shall not be unreasonably withheld or conditioned, and in satisfaction of Village Code requirements, as the same may be modified by this Development Agreement.

16.3 As set forth in Section 10-3-7 of the Village Subdivision Code, the guarantee period for public improvements, including trees, shrubs and other plant material installed as part of this planned unit development is two (2) years, which guarantee period for all such public improvements shall commence upon the date the Village issues an unconditional Certificate of Occupancy for the Target Store that is planned for Parcel 2.

16.4 The Village shall not be liable for any damages that may proximately arise from construction, use, repair, or maintenance of any public improvement that is to be dedicated to the Village or is already dedicated that has not been accepted by the Village Board. The Owner shall hold the Village free and harmless and indemnify the Village, its agents, officers and, employees from any and all such claims, damages, judgments, costs and settlements including, but not limited to, attorneys' fees, that may proximately arise from construction, use, repair, or maintenance of said public improvements before they are accepted by the Corporate Authorities.

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16.5 For any construction for which a building permit is applied for subsequent to the completion of building construction on Parcel 2, whether or not all public improvements have yet been accepted by the Village, the issuance of such building permit shall be conditioned upon the permit applicant posting a letter of credit equal to twenty percent (20%) of the cost of the such construction, which letter of credit shall guarantee all repairs to public improvements which are damaged by such construction.

17. Acceptance of Required Improvements.

17.1 Acceptance of rights-of-way and Public Improvements shall be in accordance with Sections 10-3-7 and 11-8-13 of the Village Code, except as may be modified by this Development Agreement.

17.2 The Village shall take action on the request for acceptance of all the rights-of-way and Public Improvements, or any completed utility thereof (e.g., all sanitary sewer Public Improvements), within twenty (20) calendar days from receipt of such request in writing. Such request shall include all required video tapes of the public sanitary sewer improvements. If the Village refuses to accept the rights-of-way or improvements, the Village shall provide Owner a letter of rejection within five (5) days citing the section of this Development Agreement or the Village Code (as modified by the same) with which the rights-of-way or improvements fail to comply. The Village shall promptly accept the improvements or rights-of-way upon correction of the terms set forth in the letter of rejection.

17.3 The following provisions are approved modifications to Section 10-3-7 of the conditions and procedures for Village acceptance of all public improvements:

- (a) Completion of all buildings proposed for development on the Property, as depicted on the Preliminary Site Plan, shall not be a condition of acceptance of any Public Improvements.
- (b) The Village may accept, upon request of Owner, all completed rights-of-way or Public Improvements, or any completed utility thereof (e.g. all sanitary sewer Public Improvements).
- (c) Final Record Drawings (as-builts), including final grading and all utilities, shall be submitted for the review and approval of the Village Engineer, which approvals shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, acceptance of Final Record Drawings shall not be a condition as to any reduction of any performance security.
- (d) Completed rights-of-way and improvements may be used as construction access for additional or future construction.
- (e) Construction traffic shall be permitted on areas that are accepted, provided that Owner shall agree to repair any damage to accepted improvements caused by construction traffic.
- (f) Weather permitting, the Village shall conduct inspections of the improvements between November 1 and March 15.

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(g) Upon written request of Owner, the Village shall conduct a review of any of the completed Public Improvements (e.g., sanitary sewer or water facilities). The Village shall prepare and submit only one punch list for such improvements to Owner. All deficiencies described in the punch list prepared by the Village shall be satisfactorily completed by the Owner and thereafter approved by the Village Engineer, said approval not to be unreasonably withheld or delayed.

17.4 The following provisions are approved modifications to Section 10-3-6.F regarding the reduction of security for the guarantee of improvements:

(a) Acceptance of Final Record Drawings (as-builts) shall not be a condition for the reduction of any performance security.

(b) A letter of credit may be reduced to not less than fifteen percent (15%) of the original amount. Such partial reductions shall be based on a reduction equal to 100% of the estimated cost of the work completed by Owner and approved by the Village Engineer or his/her designee, provided, however that said performance security shall at all times be in an amount equal to 125% of the estimated cost of the uncompleted work.

18. Stop Orders and Moratoria:

18.1 Except in cases of emergency where an immediate danger to life or health exists, the Village will issue no stop orders directing work stoppage on buildings or other development without first giving forty-eight (48) hours notice to Owner and the applicant for the building permit for the work for which the stop order is being issued, in the manner provided herein, and any such notice shall cite in writing the applicable section of the Code or this Development Agreement allegedly violated by Owner and shall state in substance the reason for the stop order. Upon receipt of such notice, Owner shall take immediate steps to correct any violation cited and, provided such steps are promptly commenced and diligently pursued, no stop order shall issue.

18.2 The Village shall impose no moratorium or enter into or amend any agreement, whether specific to all or any part of the Property or to the on-site or off-site utilities and improvements, or otherwise, which would or could in any way impede, delay, restrict or otherwise adversely affect the ability of Owner to seek and obtain plan approval, or to zone, plat, construct or sell any portion of the Property or any platted lots, improvements or buildings thereon, except as may be required of the Village by any State or Federal rule, regulation, code or statute.

19. Debris Removal and Site Access.

19.1 At all times during construction Owner shall be responsible for removal of construction debris and waste related to the Property.

19.2 Owner (and its contractors) shall keep all streets which provide access to the Property reasonably clean from all mud, gravel and other debris, at all times during and after construction hours.

20. Contributions and Dedications. Unless otherwise agreed to in writing by Owner, the Village shall not require Owner to make any contributions or land donations for any perceived

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impacts of development, including but not limited to contributions or land donations for schools, parks or library purposes. This provision shall not be applicable to any recapture ordinances entered into and recorded against the Property in compliance with this Development Agreement.

21. Protection from Special Fees or Taxes. Village agrees that it shall not impose any tax or fee on the land, inventory, vehicles, transactions, employees, business, business patrons, or otherwise on the Property which is not of general application and applicable to other lands, employees, businesses, or business patrons within the Village. This provision does not apply to any Special Service Area tax or any Special Assessment Area assessment to which Owner specifically consents.

22. Village Code and Fees. Except as may be permitted or required by this Development Agreement and the Planned Unit Development Ordinance, Owner shall comply in all respects with the applicable provisions of the Village Code, and fees imposed thereunder, which are in effect as of the date of this Development Agreement, and the Village agrees and warrants that no changes to the terms, conditions, fees, or otherwise of the Village Code which are effective after the effective date of this Development Agreement shall be applicable to the Owner or the Property during the term of this Development Agreement, unless consented to in writing by Owner. The Village Clerk shall certify a correct and complete copy of Titles 8, 9, 10 and 11 of the Village Code, as amended through the effective date of this Development Agreement, and shall deliver a copy of the same to Owner and shall file a copy of the same with this Development Agreement.

23. General Provisions.

23.1 Inconsistent and More Restrictive Amendments and Provisions. The Village agrees that should any existing code, ordinance, rule or regulation, including, without limitation, those codes, ordinances, rules and regulations covered in the subject matter of this Development Agreement, which may relate to the annexation, zoning or subdivision of the Property and to the use of improvements, buildings, and appurtenances on the Property and to all other development of any kind or character on the Property, be hereafter amended or interpreted in any way that is inconsistent with or more restrictive than the terms and provisions of this Development Agreement, then the terms and provisions hereof, under such circumstances, shall constitute lawfully authorized, approved and binding amendments to the terms of any inconsistent or more restrictive code, ordinance, rule or regulation as it relates to the Property.

23.2 Less Restrictive Amendments and Provisions. The Village agrees that should any now or hereafter existing code, rule or regulation be adopted, enacted, modified, amended, interpreted, or otherwise changed in any way so as to be less restrictive than the provisions now applicable to the Property, including, without limitation, restrictions affecting zoning, subdivision, land development, construction and use of improvements, buildings and appurtenances and all other development of any kind or character on the Property, then such less restrictive provisions shall inure to the benefit of Developer and, anything herein to the contrary notwithstanding, Developer may elect to proceed with the development of, construction upon and use of the Property in accordance with any less restrictive code, ordinance, rule or regulation applicable generally to all properties within the Village. Provided, however, that this provision is not intended to abrogate or supercede any private covenants or agreements which may be recorded against the Property.

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23.3 Continuity of Obligations.

(a) This Development Agreement shall inure to the benefit of and shall be binding upon Owner and Owner's successors in any manner in title, including any property owners associations who may take title to common areas, and shall inure to the benefit of and shall be binding upon the Village and the successor Corporate Authorities of the Village and any successor municipality.

(b) Owner acknowledges and agrees that the obligations assumed by it under this Development Agreement shall be binding upon it and, except as limited aforesaid, any and all of its respective heirs, successors, and assigns and the successor record owners and/or successor developers of all or any portion of the Property. To assure that such heirs, successors and assigns have notice of this Development Agreement and the obligations created by it, Owner agrees that this Development Agreement shall be recorded with the Cook County Recorder of Deeds.

(c) It is expressly understood and agreed that Owner may sell or convey all or any part of the Property and upon each sale or conveyance, the buyer shall be bound by and be entitled to the benefits of this Development Agreement with respect to the part of the Property sold or conveyed. Where the Village is notified of such purchase and agreement, the Village hereby covenants and agrees that the Village shall consent to such assumption and that the Village shall release such party from its obligation hereunder with respect to that part of the Property so purchased subject to the following conditions: Except as otherwise provided in this Development Agreement, Owner agrees not to sell or convey any part of the Property until: (i) all required improvements are constructed and the guarantee period has expired; or (ii) in the event all public improvements are not yet completed and/or the guarantee period has not yet expired, buyer: (a) agrees to assume all of Owner's obligations for the completion of the public improvements; (b) agrees to tender to the Village a bond or letter of credit in the amount then required pursuant to the terms of the Village Code; (c) agrees to accept responsibility for the guarantee period; and (d) agrees to accept assignment of this Development Agreement as well as the assumption of the duties and liabilities thereunder.

(d) Notwithstanding the foregoing, Owner may assign, sell or convey any part of the Property and may assign its rights, obligations and liabilities under this Development Agreement to a related single-purpose entity without notice to or the consent of the Village and in such event Owner shall be deemed to be released from any of its obligations and liabilities under this Development Agreement and such related single-purpose entity shall be deemed to have assumed such obligations and liabilities.

23.4 All the terms and conditions of this Development Agreement shall constitute covenants running with the land effective for the term of this Development Agreement.

23.5 Amendment. A record owner of fee simple title to any parcel or platted lot of the Property has the sole right to seek an amendment to this Development Agreement, which amendment shall not require the approval of any other record owner(s) of fee simple title to any other parcel or platted lot of the Property, so long as such an amendment does not materially diminish any of the rights or materially increase the obligations of such other record owner(s) under this Development Agreement. In such circumstances, an amendment to this Development

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Agreement may be made upon approval by ordinance and execution by the Village and the record owner(s) to which the amendment relates.

23.6 Remedies. The Village and Owner, and their successors and assigns, covenant and agree that in the event of default of any of the terms, provision or conditions of this Development Agreement by any party, or their successors and assigns, which default exists uncorrected for a period of ten (10) days after written notice to any party of such default, the party seeking to enforce said provision shall have the right of specific performance and if said party prevails in a court of law, it shall be entitled to specific performance and reasonable attorneys' fees. It is further expressly agreed by and between the parties hereto that the remedy of specific performance herein given shall not be exclusive of any other remedy afforded at law or in equity.

23.7 Dedication of Public Lands. In no event, including (without limitation) the exercise of the authority granted in Section 5/11-12-8 of Division 11 of Act 5 of Chapter 65 of the Illinois Compiled Statutes, shall the Corporate Authorities require that any part of the Property be designated for public purposes, excepts as otherwise provided in this Development Agreement or except as may be consented to in writing by Owner.

23.8 Survival of Representations. Each of the parties agrees that the representations, warranties and recitals set forth in the preambles of the Annexation Agreement are material to this Development Agreement and the parties hereby confirm and admit their truth and validity and hereby incorporate such references, warranties and recitals into this Development Agreement.

23.9 Captions and Paragraph Headings. The captions and paragraph headings used herein are for convenience only and are not a part of this Development Agreement and shall not be used in construing it.

23.10 Defense of Legal Actions.

(a) In the event that any third party or parties institute any legal proceedings against the Owner and/or the Village, which challenge the legality or validity of the annexation or zoning of all or a part of the Property or any of the other terms or provisions of this Development Agreement material to Owner's rights under this Development Agreement, then, in that event, 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:

(i) Owner shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, which is binding upon the Village, without the approval of the Village, which shall not be unreasonably withheld. If any such settlement, compromise or judgment is not binding upon the Village, this restriction shall not apply. Unreasonableness shall be determined by whether any such settlement, compromise or failure to appeal an adverse judgment materially impairs the benefits to the Village under this Development Agreement; and

(ii) 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 having

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a potentially substantial adverse effect on the Village, then the Village shall have the option of having its own legal counsel represent it or participate in the common defense at its own expense.

(b) In the event the Village chooses to sue in order to enforce the obligations hereunder, Owner shall pay all costs and expenses incurred by the Village, including, but not limited to, attorney's fees, court costs, witness fees and reimbursed expense, expert witness fees, etc., provided that the Village prevails. In the event the Owner chooses to sue in order to enforce the obligations hereunder, the Village shall pay all costs and expenses incurred by the Owner, including, but not limited to, attorney's fees, court costs, witness fees and reimbursed expense, expert witness fees, provided the Owner prevails.

23.11 No Waiver or Relinquishment of Right to Enforce Agreement: Failure of any party to this Development 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 rights thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

23.12 Village Approval or Direction. Where Village approval or direction is required by this Development Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided herein 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 Development Agreement. Approval or direction of the Corporate Authorities of the Village shall not require any super-majority vote unless otherwise required by the ordinances of the Village or by law.

23.13 Force Majeure. Neither the Village nor Owner or any successor in interest to Owner shall be considered in breach or default of its obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by a governmental entity or agency necessary for the Owner to proceed with construction of the project or the Village to proceed with the Village Road Work; delay in commencement or completion of any and all work to be performed by others that affects Owner's ability to commence or complete the project or the Village's ability to commence or complete construction of the Village Road Work; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the reasonable control of the party claiming the benefit of this paragraph, including without limitation, any litigation, court order or judgment resulting from any litigation affecting the validity of the contemplated project, this Development Agreement, or eminent domain proceedings; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the parties in bad faith, and further provided that the party claiming "force majeure" notifies the other in writing within thirty (30) days of the commencement of such claimed event of force majeure.

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23.14 Notices.

Notice or other writings which any party is required to, or may wish to, serve upon any other party in connection with this Development Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid. Notices shall be addressed as follows:

If to the Village or Corporate Authorities:

Village of Streamwood
301 E. Irving Park Road
Streamwood, IL 60107-3000
Attention: Village Manager
(630) 837-0200

with a copy to:

Storino, Ramello & Durkin
9501 W. Devon, 8th Floor
Rosemont, IL 60018
Attention: Mary K. Connolly, Esq.
(847) 318-9500

If to the Owner:

The Harlem Irving Companies, Inc.
4104 N. Harlem Avenue
Chicago, IL 60634-1298
Attention: Rick Filler, Director of Development, and
Joel Resnick, Esq.
(773) 625-3036

with a copy to:

Quarles & Brady, LLC
500 W. Madison St.
Suite 3700
Chicago, IL 60661
Attention: H. James Fox, Esq., and
Robert L. Gamrath, Esq.
(312) 715-5000

or to such other address as any party may from time to time designate in written notice to the other parties. Notice shall be deemed delivered upon actual date of receipt or rejection.

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23.15 Recording. A copy of this Development Agreement and any amendments thereto shall be recorded in the Office of the Recorder of Deeds, Cook County, Illinois at the expense of the Owner.

23.16 Venue. The parties hereto, and their successors and assigns, agree that for purposes of any lawsuit(s) between them concerning this Development Agreement, its enforcement, or the subject matter thereof, venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

23.17 Severability. The provisions hereof shall be deemed to be separable and if any section, paragraph, clause, provision or item herein shall be held invalid, the invalidity of such section, paragraph, clause, provision, or item shall not affect any other provision hereof; provided, however, the Village shall under no circumstances be required to incur any liability or loss or incur any expense for any reason in the event that any such section, paragraph, clause, provision, or item is held invalid.

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

23.19 Authorization to Execute. The representatives of Owner executing this Development Agreement warrant that they have been lawfully authorized to execute this Development Agreement on behalf of said Owner. 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 Development Agreement. Owner and Village shall deliver to each other upon request copies of all bylaws, joint venture arrangements, resolutions, ordinances or other documents required to legally evidence the authority to so execute this Development Agreement on behalf of the respective entities.

23.20 Counterparts. This Development Agreement may be executed in two (2) or more counterparts, each of which, taken together, shall constitute one and the same instruments.

23.21 Execution of Agreement. This Development Agreement shall be signed last by the Village, and the President of the Board of Trustees shall affix the date on which he signs this Development Agreement on Page 1 hereof, which date shall be the effective date of this Development Agreement.

23.22 Binding Effect and Term

(a) This Development Agreement has been executed on behalf of the Village pursuant to action adopted by the Village Board of Trustees at a meeting of said Board of Trustees. This Development Agreement shall further be binding on the Village and any of its corporate successors.

(b) This Development Agreement has been executed by Owner, and shall be binding on the successors and assigns of Owner as a covenant running with the land.

(c) The parties hereto agree and warrant that this Development Agreement shall not be binding upon the Property until the Annexation Ordinance and Plat of Annexation

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are recorded with the Office of the Recorder of Deeds, Cook County Illinois in the manner and at the time designated in Section 6 of the Annexation Agreement.

In witness thereof, the parties hereto have set their hands and seals to this Development Agreement, all as of the day and year first above written.

OWNER: SUTTON PARK DEVELOPERS, L.L.C., an Illinois limited liability company

By: The Harlem Irving Companies, Inc., an Illinois corporation

By: Donald W. Bailey
Its: VICE PRESIDENT

ATTEST:

By: Geoffrey P. Kent
Its: _____
Dated: 7/31/03

VILLAGE OF STREAMWOOD:

By: Bruce S. Green
President

ATTEST:

Julie J. Lopitt
Village Clerk
Dated: 7-31-03

Property of Cook County Clerk's Office

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EXHIBIT 1

LEGAL DESCRIPTION

TRACT 1

That part of the Southwest Quarter of the Southwest Quarter of Section 22, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 22; thence Westerly along the South line of the Southwest Quarter of the Southwest Quarter of said Section 22, 927.44 feet to a point 295 feet East of the East right of way of State Route 59; thence northerly parallel with said east right of way line of State Route 59, 853.15 feet to the center line of Irving Park Boulevard; thence Easterly along said center line, being along a curve to the left, 131 feet; thence Southeasterly along said centerline tangent to the last described curve, 536.2 feet; thence Southeasterly along said center line tangent to the last described course and being along a curve to the right, 255.1 feet to the East line of the Southwest Quarter of the Southwest Quarter of said Section 22; thence Southerly along the East line, 720.5 feet to the point of beginning, all in Cook County, Illinois.

Also:

TRACT 2

That part of the South West Quarter of Section 22, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows:

Commencing at a point in the West line of said Section 537.9 feet North of the South West corner of said Section; thence South 89 degrees, 30 minutes East, 84.4 feet to a point in the East line of a public highway, S.B.I. Route Number 59 for a point of beginning; thence continuing South 89 degrees, 30 minutes East, 295 feet; thence South 00 degrees, 30 minutes West, 543.99 feet more or less to a point in the South line of said Section 22; thence South 88 degrees, 00 minutes West along said South line, 295 feet to the East line of said public highway, S.B.I. Route Number 59; thence North 00 degrees, 30 minutes East along said East line 536.19 feet more or less to the point of beginning, (excepting therefrom that part thereof described as follows:

Commencing at the South West corner of said Section 22 and running thence on an Illinois State Plane coordinate system, 1927 datum, East grid bearing of North 89 degrees, 07 minutes, 55 seconds East on the South line thereof 79.7 feet to the East line of State Route 59 to the point of beginning; thence North 00 degrees, 07 minutes, 17 seconds East on said East line 270.0 feet; thence North 89 degrees, 07 minutes, 55 seconds East parallel with the South line of said Section 22 a distance of 30.01 feet to a line 30 feet East of and parallel with the East line of said State Route 59; thence South 00 degrees, 07 minutes, 17 seconds West on said parallel line 270.0 feet to the South line of the South West Quarter of said Section 22; thence South 89 degrees, 07 minutes, 55 seconds West on the last described line 30.01 feet to the point of beginning; also excepting therefrom that part thereof described as follows: that part of the Southwest Quarter of the Southwest Quarter of Section 22, Township 41 North, Range 9 East of the Third Principal Meridian, bounded and described as follows:

Commencing at the South west corner of said Section 22 and running thence on an Illinois State Plane Coordinate System, 1927 Datum, East Grid bearing of North 89 degrees, 07 minutes, 55 seconds East on the South line thereof 79.7 feet to the East line of said State Route 59; thence North 00 degrees, 07 minutes, 17 seconds East on said East line 270.00 feet to the point of beginning; thence continuing North 00 degrees, 07 minutes, 17 seconds East on said East line 47.10 feet; thence South 89 degrees, 52 minutes, 43 seconds East 30 feet to a line 30 feet East of

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and parallel with the East line of said State Route 59; thence South 00 degrees, 07 minutes, 17 seconds West on said parallel line 46.58 feet to a point distant 270.0 feet North of the South line of the South West Quarter of said Section 22; thence South 89 degrees, 07 minutes, 55 seconds West on the last described line 30.01 feet to the point of beginning), in Cook County, Illinois.

Also:

TRACT 3

That part of the North West Quarter of the North West Quarter of Section 27, Township 41 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the North West corner of said Section 27; thence East along the North line of said Section 27, 79.9 feet for the East line of the right-of-way of the Public Highway (State Bond Issue Route Number 59) for a Point of Beginning; thence East along the North line of said Section 27, 416.5 feet; thence South 1 degree 35 minutes West, 189.46 feet; thence West 416.5 feet to the said East line of said right-of-way; thence North 1 degree 33 minutes East, 189.46 feet to the Point of Beginning, in Cook County, Illinois (excepting therefrom a strip of property described as follows: Commencing at the North West corner of said Section 27 and running thence on an Illinois State Plane Coordinate System, 1927 Datum, East Zone Grid Bearing of North 89 degrees 07 minutes 55 seconds east on the North line thereof 79.7 feet to the East line of State Route 59 for the Point of Beginning; thence continuing North 89 degrees 07 minutes 55 seconds East on the North line of said Northwest Quarter 30.01 feet to a line 30 feet East of and parallel with the East line of said State Route 59; thence South 00 degrees 39 minutes 54 seconds West on said parallel line 189.46 feet; thence South 89 degrees 07 minutes 55 seconds West on a line parallel with the North line of the Southwest Quarter of said Section 27, a distance of 30.01 feet to the East line of the aforesaid State Route 59; thence North 00 degrees 39 minutes 54 seconds East on said East line 189.46 feet to the Point of Beginning in Cook County, Illinois).

Also:

TRACT 4

That part of the North West Quarter of the North West Quarter of Section 27, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the North West corner of said Section 27; thence East along the North Line of said Section 27, 79.9 feet to the East line of the right-of-way of the Public Highway (State Bond Issue Route 59); thence South 1 degrees 33 minutes West along said East line 189.46 feet for a Point of Beginning; thence East parallel with the North line of said Section 27, 416.5 feet; thence North 1 degrees and 33 minutes East parallel with the East line of said Route 59, 189.46 feet to the North line of said Section 27; thence East along said North line 769.5 feet; thence South parallel with the East line of the North West Quarter of the North West Quarter of said Section 27, 335.71 feet; thence South 89 degrees 56 minutes West 618.2 feet; thence South 1 degrees and 12 minutes West 121.59 feet; thence South 89 degrees 48 minutes West 575.18 feet to the East line of said State Route 59; thence North 1 degrees and 33 minutes East along said East line 272.5 feet to the Point of Beginning; all in Cook County, Illinois.

Excepting therefrom a strip of property described as follows:

That part of the Northwest Quarter of the Northwest Quarter of Section 27, Township 41 North, Range 9 East of the Third Principal Meridian bounded and described as follows:

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Commencing at the Northwest corner of said Section 27 and running thence on an Illinois State Plane Coordinate System, 1927 datum, East Zone Grid bearing of North 89 degrees 07 minutes 35 seconds East on the North line thereof 79.7 feet to the East line of State Route 59; thence South 00 degrees 39 minutes 54 seconds West on said East line 189.46 feet to the Point of Beginning; thence North 89 degrees 07 minutes 55 seconds East parallel with the North line of said Northwest Quarter 20.01 feet to a line 20 feet East of and parallel with the East line of said Route 59; thence South 00 degrees 39 minutes 54 seconds West along said parallel line 272.41 feet; thence South 88 degrees 52 minutes 54 seconds West 20.01 feet to the East line of said State Route 59; thence North 00 degrees 39 minutes 24 seconds East on said parallel line 272.50 feet to the Point of Beginning, in Cook County, Illinois.

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06-22-302-006
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EXHIBIT 2

LIST OF ORDINANCES

- A. AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF STREAMWOOD, COOK COUNTY, ILLINOIS (“SUTTON PARK” PROPERTY, THE HARLEM IRVING COMPANIES, INC.)
- B. AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR APPROXIMATELY 31 ACRES ALONG ROUTE 59 AT IRVING PARK ROAD (“SUTTON PARK,” THE HARLEM IRVING COMPANIES, INC.)
- C. AN ORDINANCE APPROVING A REZONING OF NEWLY ANNEXED LAND, “SUTTON PARK,” AND GRANTING A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT AND APPROVING A PRELIMINARY PLAT OF SUBDIVISION AND GRANTING CERTAIN VARIATIONS AND EXCEPTIONS FROM THE SUBDIVISION ORDINANCE, TITLE 10, AND THE ZONING ORDINANCE, TITLE 11, OF THE CODE OF THE VILLAGE OF STREAMWOOD, ILLINOIS
- D. AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A PLANNED UNIT DEVELOPMENT AGREEMENT FOR “SUTTON PARK” (ROUTE 59 AT IRVING PARK ROAD), THE HARLEM IRVING COMPANIES, INC.

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TENANT SIGN CRITERIA
 TARGET SHOPPING CENTER
 SEC RTE 59 (SUTTON RD) & RTE 19 (IRVING PARK RD)
 STREAMWOOD, IL
 04-28-03
 UPDATED 06-09-03

I. General

- 1.1 This exhibit shall govern the design, construction and installation of all signs to be installed by Tenants at any time in conjunction with the provisions of each Tenant's Lease. All signage must conform to the criteria set forth in this document which shall govern all signs within the commercial development. The Landlord shall make all final and controlling determinations concerning any questions of interpretation of this sign policy. All signage must be pre-approved by Landlord prior to any application submittal to the Village of Streamwood, Illinois.
- It is intended that the signing of stores in the Target Shopping Center shall be designed and executed in a manner to result in an attractive and coordinated total effect. The Tenant Sign Criteria has been designed to provide each tenant flexibility in personalizing its store and to allow maximum creativity in sign design while maintaining a consistency of quality design for the entire development. Lettering shall be well proportioned and its design, spacing and legibility shall be a major criterion for approval.
- 1.2 Tenant shall be required to identify their premises by erecting a minimum of one (1) sign which shall be attached directly to the building fascia. The criteria shall govern each frontage respectively.
- 1.3 The Landlord shall supply and install a uniform identification sign on the Tenant's service door at the Tenant's expense. Tenants shall not post any additional signs in the service area.
- 1.4 The content of Tenant identification signs shall include the store name. Logo's and symbols shall be permitted as hereinafter described.
- 1.5 All lines of lettering shall run horizontally. Sign may consist of a maximum of two lines of lettering.
- 1.6 All lettering shall be upper case or lower case letters or combinations thereof. Script type lettering shall be permitted.
- 1.7 Moving, rotating, flashing, noise-making or odor-producing signs shall not be allowed.
- 1.8 The names, stamps or decals of manufacturers, installers shall not be visible except for technical data (if any) required by governing authorities. The name of the management company shall not be visible on the free standing signs.

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- 1.9 No sign shall be erected unless permits have been secured through the Village of Streamwood and copy of said permit is furnished to Landlord.
- 1.10 Tenant shall provide Landlord with detailed shop drawings specifying location, sign construction, material composition, electrical specifications, method of attachment to fascia, entire color scheme and UL verification. A minimum of two (2) sets of prints must be submitted. No sign will be erected by any tenant except in accordance with approved drawings returned by Landlord. Sign drawings must illustrate how the sign will be positioned on the exterior elevation.
- 1.11 No sign shall be erected onto the building fascia without 48-hour minimum notification to Landlord.
- 1.12 Signage shall only consist of internally illuminated face lit channel letters or formed face letters with plastic faces. Specifics in terms of sign construction are as follows:
- Material composition to be 100% aluminum .063 or greater returns with .090 or greater backs. All seams shall be welded and caulked from inside letter to prevent water seepage and light leakage. Illumination shall be 13 to 15mm neon with high output transformers. Transformers may be self contained or mounted remotely in UL approved boxes. For letters possessing remote transformers a P.K. type electrode housing (or approved equal) must be utilized with all interconnecting and final electrical connections in strict accordance with UL and N.E.C.A. standards. Letter faces shall be a minimum thickness of 3/16" and be held in place by a 1" plastic/metallic trim cap and screwed to letter return as required by either stainless or galvanized fasteners. Weep holes must be placed in each letter as required. Installation to fascia shall be flush mount by means of either stainless or galvanized fasteners directly to backing (or kickers) provided by tenant. All final connection to be made by a qualified and registered electrician. Signs must be operated by an Intermatic type 101 or 103 (or similar) time clock furnished by sign contractor to operate between the hours of 5:00pm and midnight (or match hours of operation of tenant).
- 1.13 Raceway mounted signs/letters, recessed signage, flashing, moving or action signs, and electronic message centers on any fascia or in any window is not permitted.
- 1.14 Temporary Signs - A temporary sign permit must be obtained for all temporary signs in accordance with Village of Ordinance.
- 1.15 Address numbers may not be illuminated or larger than 6" in height or less than 3" in height.
- 1.16 The maximum base allowable building sign area for wall signs shall be determined as per the Village of Streamwood Zoning Ordinance as follows:
- a. Main shopping center parcels: Maximum base allowable sign area for tenants shall be derived from a formula based on 8% of building facade area. Length of signs shall not exceed 75% of building frontage.
 - b. Main Shopping Center Parcels: In situations where tenants occupy two elevations visible from R.O.W. and/or parking lot, the tenant will be allowed an additional sign on their second elevation.

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- c. Outlot Parcels 5, 6, 7, and 8: Building signs shall be allowed to be placed on a maximum of three sides.
 - d. The main anchor (Target) shall be allowed its prototypical signage per Section 2.9 below.
- 1.17 It is recognized that upon occasion it may be necessary for concessions to be made in terms of specific modifications to a tenant's sign. Therefore, if a tenant desires special consideration, formal presentation must be made to the shopping center owner and the Streamwood Village Board for approval for any variation to this sign criteria. Whereby a waiver may be granted if the submittal is suitable to both owner and Village of Streamwood/Village Board.
- 1.18 Allowable Sign Colors: The color of tenant signs shall be flexible to allow tenants to utilize their prototypical sign colors to maintain a consistency in their corporate identity.
- II. Criteria for Building Fascia Signs
- 2.0 Section I is a part of this section.
- 2.1 Letter shall be individual and individually mounted to the fascia material with minimum practical sized, non-corrosive, concealed fastenings, silicone caulked at points of fascia penetration.
- 2.2 Maximum length of signs shall be limited to 75% of the Lease frontage. The assigned position (vertical base line) for each Tenant sign shall be determined by Landlord. Tenant shall make every effort to center the sign horizontally within tenant's building frontage.
- 2.3 The principal base line of all sign letters shall be aligned on a base line located as determined by the Landlord for each tenant sign.
- 2.4 Letter shall be of minimum practical depth. Maximum depth shall be 5" (12" for major and minor anchor tenants only).
- 2.5 Letters shall be channel type formed of aluminum back and sides with porcelain or baked enamel exterior finish. Open end of the channel shall be glazed with acrylic plastic facing of color selected by the Tenant. See Section 1.12 for additional sign construction requirements.
- 2.6 Sign letters shall be self-illuminated. Internal illumination shall be provided by neon-type tubing with wiring and transformers concealed behind the fascia construction or self contained within the sign letters. Electrical penetrations of the fascia shall be made with electrical enclosures in accordance with the Underwriters Laboratories (UL) requirements such as PK Housing (or approved equal) wiring procedures. Landlord shall provide an access panel in the canopy soffit or interior wall access panel to the sign wiring area.
- 2.7 Tenant shall install any/all required blocking behind the canopy fascia to properly support the individual letters. Minimum blocking at E.I.F.S. canopy shall be 2"x6" wood installed in a manner that will not damage the canopy structure of the fascia. Seal all penetrations through canopy.

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- 2.8 [Intentionally left blank.]
- 2.9 Main Anchor (Target) Signs: Target shall be allowed the following building signs (see attached sign drawings).
- a. 12'-0" height Target "Bullseye" logo with a 12'-0" height "Super Target". Total sign length (including logo) to be 60'.
 - b. 6'-0" height "Super Target" sign.
 - c. 4'-0" height "Expect more pay less" sign (42' length).
 - d. 2'-6" height "Pharmacy" sign (23' length).
 - e. 4'-2½" height "Grocery" sign with 15'-2" sign length.
 - f. 2'-0" height "Future Tenant" sign.
- III. Criteria for Under Canopy Soffit Signs
- 3.0 Section I is a part of this section.
- 3.1 Landlord shall establish a standard canopy soffit sign, the design of which is depicted on Drawing "G-1" attached and the size of which shall not exceed one foot six inches by six feet (1'-6" x 6'-0"). The Landlord will select the letter style for the under canopy soffit sign.
- 3.2 All canopy soffit signs shall be fabricated and installed by a sign company selected by competitive bidding as determined by the Landlord. Cost of any/all soffit signs shall be tenant's responsibility.
- IV. Criteria for Storefront Window/Door Signs
- 4.0 Section I is a part of this section.
- 4.1 Tenant may install not more than a total of two identification signs on the doors, windows, or sidewall returns of the storefront. Signs shall be non-illuminated, shall not exceed 2" in height and letters shall be either painted, or cut from self-adhering vinyl fabric or ¼" thick wood, metal or plastic.
- 4.2 Tenants shall be allowed to install professionally prepared signs and appliques in the store windows per the Village of Streamwood sign ordinance.
- 4.3 Temporary Signs: Area of temporary and permanent window signs shall not exceed 50% of total frontage window area.

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V. Approval of Local Government Authorities

5.0 Section I is a part of this section.

5.1 Tenant shall be responsible for complying with the regulation and ordinances governing the installation and maintenance of signs with the Village of Streamwood, Illinois. Application for necessary permits and the payment of fees shall be directed to the appropriate Department. The original copy of the sign permit must be available on-site prior to start of installation.

VI. Freestanding Signs

6.0 Section I is a part of this section.

6.1 The development shall be limited to the following freestanding signs:

- a. Developer shall provide two (2) main identification pylon signs for the shopping center. The main sign shall identify the shopping center name, the name of the main anchor (Target), and additional space allocated for two (2) other tenants of the shopping center per the attached sign Exhibit "A". The total sign copy area to be 220sf on each side with a maximum height of 24'-0" to top of the sign. The sign shall be setback a minimum of 5'-0" from the right of way. The pylon signs shall accommodate Target's logo, "Super Target" and space for two (2) additional tenant panels.
- b. Outlot parcels #5, 6, 7, and 8 shall be allowed a monument sign for each parcel to identify the name of their establishment. The monument signs shall be a maximum of 32sf with a maximum height of 8'-0". All freestanding signs shall be set back a minimum of 5'-0" from property line.

6.2 See site plan for proposed location of freestanding signs. One pylon sign will be located at the main shopping center entry drive located on Irving Park Road (Route 19) and one pylon sign shall be located at the main shopping center entrance drive located on Sutton Road (Route 59).

6.3 All freestanding pylon signage shall be pre-approved by Landlord prior to permit application with materials composition as follows:

Tenant signage shall only consist of internally illuminated face lit channel letters or formed face letters with white plastic faces or routed aluminum panels. Specifics in terms of sign construction are as follows:

All seams shall be welded and caulked from inside letter to prevent water seepage and light leakage. Illumination shall be 13 to 15mm neon high output transformers. Transformers may be self contained or mounted remotely in U.L. approved boxes. For letters possessing remote transformers, a P.K. type electrode housing (or approved equal) must be utilized with all interconnecting and final electrical connections in strict accordance with U.L. and N.E.C.A. standards. Letter faces shall be a minimum thickness of 3/16" and be held in place by a 1" plastic/metallic trim cap and screwed to letter return as required by either

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GROUP EXHIBIT 5

PUD ARCHITECTURAL CONCEPT AND SIGNAGE PLANS

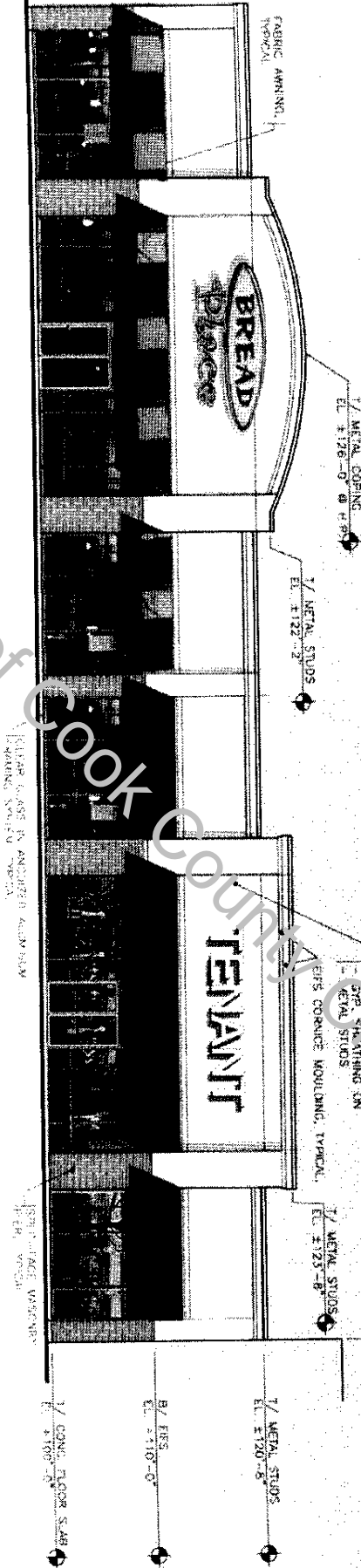
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RETAIL '2' - CONCEPTUAL WEST ELEVATION

1/2" = 1' - 0"

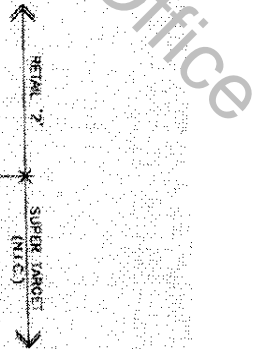
06. 3.62
2.133



SEE PLAN FOR POSITION OF SIGNAGE

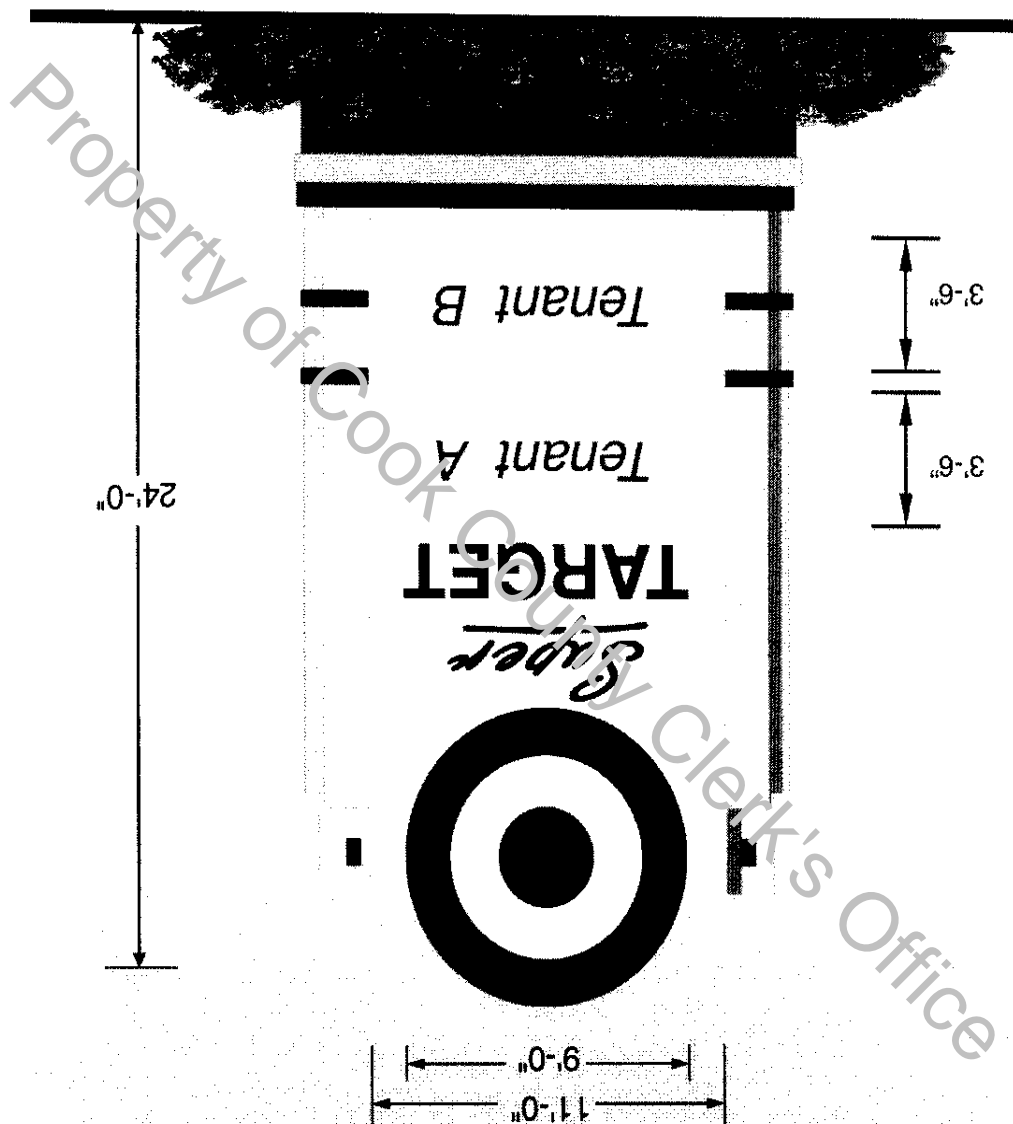
SEE PLAN FOR POSITION OF SIGNAGE

ELDS. SIGNAGE SYSTEM
 SIGNAGE SYSTEM ON
 BREAD PLACE SIGNAGE ON
 METAL STUDS

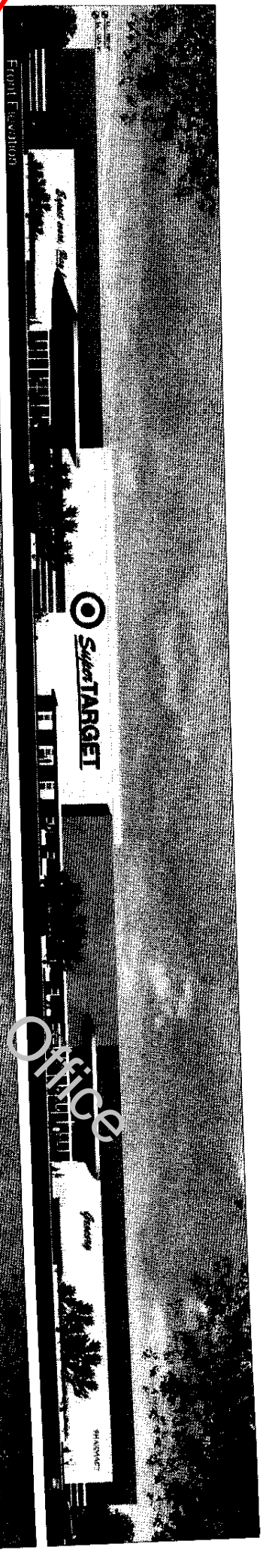


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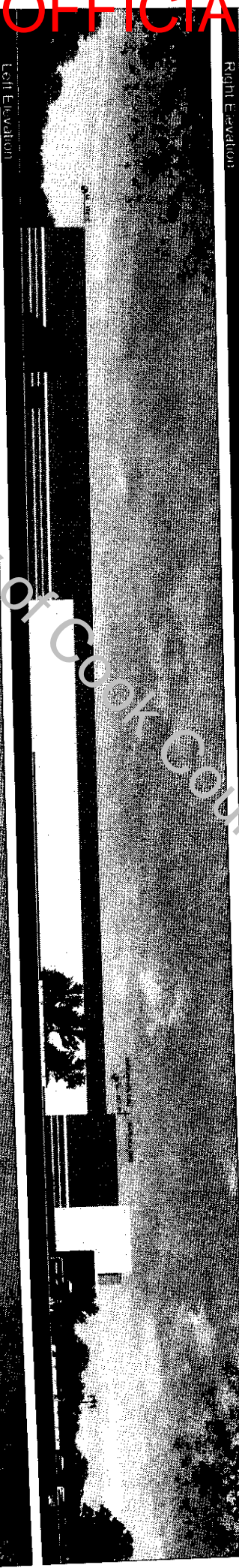
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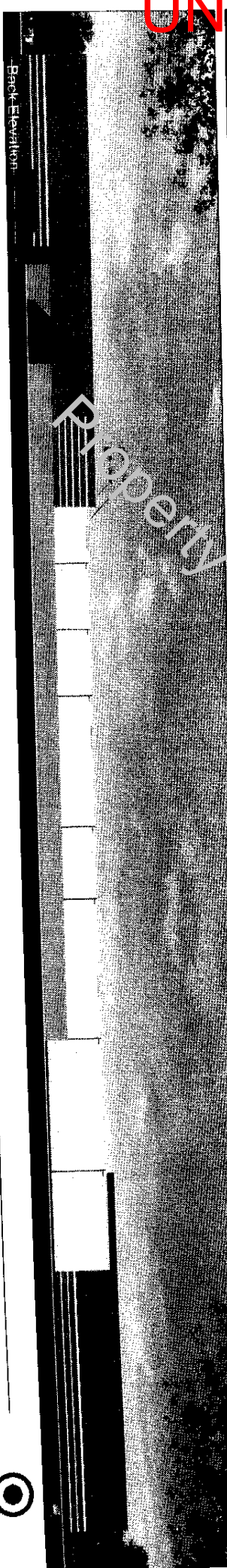
Front Elevation



Right Elevation



Left Elevation



Back Elevation

SUPERTARGET '04 PROTOTYPE
 Target Store Planning & Design, Architecture & Engineering



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