



Doc#: 0521019093
Eugene "Gene" Moore Fee: \$32.50
Cook County Recorder of Deeds
Date: 07/29/2005 04:25 PM Pg: 1 of 18

ORIGINAL CONTRACTOR'S CLAIM FOR MECHANICS LIEN

URS Corporation d/b/a URS Corporation Americas, a Nevada corporation, of 122 Michigan Avenue, Suite 1920, Chicago, Illinois 60603 ("Claimant"), hereby files an original contractor's claim for mechanics lien on the Real Estate, as hereinafter described, and against the interests of the persons and/or entities in the Real Estate, as set forth on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as "Owner(s)"), and any person or entity claiming an interest in the Real Estate (as hereinafter described), by, through or, under Owner(s). In support of its Claim for Mechanics Lien, Claimant states as follows:

1. On January 1, 2003, and subsequently, Owner(s) owned fee simple title to the Real Estate located generally south of Vollmere Road and west of Cicero Avenue in the Brookmere Subdivision, in Matteson, Illinois, and legally described on Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as "the Real Estate").

2. On or about January 1, 2003, Claimant entered into an Agreement for Professional Services with Lord and Essex Homes ("L&E"), as agent for Owner(s), under which Claimant agreed to provide land planning, architectural and engineering services for the mixed-use development of the Real Estate, including, but not limited to, providing all necessary survey and platting work, land planning services, landscape architecture,

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construction engineering services and project management for the project. (hereinafter referred to as "the Contract"). A copy of the Contract is attached hereto and incorporated herein as Exhibit C. The total amount invoiced under the Contract for work performed on the Real Estate was \$3,063,148.95.

3. The Contract was entered into by L&E as Owners' agent, and the work was performed with the knowledge and consent of Owner(s). Alternatively, Owner(s) authorized L&E to enter into the Contract. Alternatively, Owner(s) knowingly permitted L&E to enter into the Contract for the improvement of the Real Estate.

4. Claimant commenced the work required of it under the Contract and performed certain parts of the work and purchased certain materials required for the work.


5. On or after April 8, 2005, Claimant ceased to perform any further work under the Contract due to L&E's and Owner(s)' failure to pay Claimant for amounts due under the Contract.

6. As of the date of this Claim for Lien, there is due unpaid and owing to Claimant, after allowing all reductions and credits, the amount of \$1,318,977.55 plus interest at 10% per annum pursuant to Section 1 of the Illinois Mechanics Lien Act, 770 ILCS 60/0.01 et seq., for which Claimant claims a lien upon the Real Estate and improvements and on monies or other consideration due or to become due from Owner(s) to URS.

7. In the event an apportionment or allocation of claim for lien is required by law, Claimant claims a lien on each of the purportedly subdivided lots as set forth on Exhibit "D" in accordance to the outstanding balance attributable to work performed on each of the respective lots.

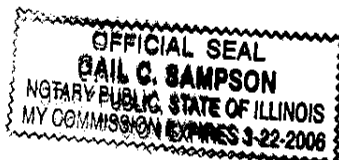
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URS CORPORATION


By: 
 Michael Just
 Vice President and Regional Manager

State of Illinois)

County of Cook)



Affiant, Michael Just, being first duly sworn on oath deposes and states that he is a Vice President/Region Manager with URS Corporation, that he has read the foregoing Original Contractor's Claim for Lien and knows the contents thereof, and the statements contained therein are true and correct.



Subscribed and sworn to
 before me this
 day of 7/29 2005.


 Notary Public

My commission expires:

3/22/06

Prepared By:
 Wesley N. Becker
 Dean M. Victor
 Foley & Lardner, LLP
 321 North Clark Street
 Suite 2800
 Chicago, IL 60610



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EXHIBIT A

BROOKMERE SUBDIVISION

| INTERESTS IN REAL ESTATE | DOCUMENT |
|--------------------------|----------|
|--------------------------|----------|

| | |
|--|---|
| Estates At Brookmere, LLC | Quit Claim Deed Doc. #0509849001 Recorded 4/8/05 |
| Pembrook, LLC | Warranty Deed Doc. No. 050693025 Recorded 3/10/05 |
| Brookmere, LLC | Warranty Deed Doc. No. 0331127010 Recorded 11/7/03 |
| Lord & Essex Matteson, LLC | Trustee's Deed Doc. No. 0331127009 Recorded 11/7/03 |
| Brookmere, LLC | Trustee's Deed Doc. No. 0311411130 Recorded 4/24/03 |
| Harris Bank of Joliet, N.A. 9/17/02 T#HTJ8067 | Warranty Deed Doc. No. 0311411128 Recorded 4/24/03 |
| Parkway Bank & Trust Company T#13481 | Warranty Deed Doc. No. 0030444357 Recorded 2/4/03 |
| Botaba Realty Company, Ltd. | Quit Claim Deed Doc. No. 96108751 Recorded 2/8/96 |
| Botaba Realty Company, Ltd. | Trustee's Deed Doc. No. 95354347 Recorded 6/1/95 |
| Geneva Leasing Associates, Inc. | Mortgage Doc. No. 0506939026 Recorded 3/10/05 |
| Geneva Leasing Associates, Inc. | Mortgage Doc. No. 0431418065 |

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| INTERESTS IN REAL ESTATE | DOCUMENT |
|-----------------------------|--|
| Botaba Realty Company, Ltd. | Trustee's Deed Doc. No. 96330552 Recorded 5/1/96 |
| State Bank of Countryside | Mortgage Doc. No. 0321135003 Recorded 7/30/03 |
| Parkway Bank and Trust Co. | Mortgage Doc. No. 0030444358 Recorded 2/4/03 |

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EXHIBIT B

LOTS 1, 1A, 2, 3, 4, 5, 6, 7, C1-A, C1-B, C1-C, C1-D, C1-E, C1-F, C1-G, C1-H, C2-A, C2-B, C2-C, C2-D, C2-E, C2-F, C3-A, C3-B, C3-C, C3-D, C4, C4-A, C4-B AND T1, THAT PORTION OF 203RD STREET LYING NORTH OF AND ADJOINING LOT T-1 AND NORTH OF AND ADJOINING LOTS C4-A AND C4-B, AND THAT PORTION OF POST AVENUE EAST OF AND ADJOINING LOT T-1 NORTH OF A LINE 275.61 FEET NORTH OF THE SOUTH LINE OF LOT T-1 IN THE PLAT OF BROOKMERE SUBDIVISION BEING A RESUBDIVISION OF PART OF MATTESON COMMONS SUBDIVISION IN THE EAST ½ OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF MATTESON, COOK COUNTY, ILLINOIS RECORDED AUGUST 28, 2003 AS DOCUMENT 0324019012

AND LOT 4 ABOVE BEING FURTHER DESCRIBED AS LOTS 1 THROUGH 146, INCLUSIVE IN THE FIRST RESUBDIVISION OF LOT 4 IN BROOKMERE, ACCORDING TO THE PLAT RECORDED AUGUST 4, 2004 AS DOCUMENT NO. 0421744046 IN THE VILLAGE OF MATTESON, COOK COUNTY, ILLINOIS.

PIN NOS. 31-16-203-002, 31-16-203-003, 31-16-203-004, 31-16-203-005, 31-16-203-007, 31-16-401-009, 31-16-401-011

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OVERALL
RECORDED
#1

SURVEYOR'S CERTIFICATE

State of Illinois)
SS
County of Cook)

I, David D. O'Brien, an Illinois Professional Land Surveyor, do hereby certify that I have surveyed and subdivided the following described parcel of land:

That part of Lots 1, 2, 3, 4, 6, 8, 9 and 10 in Matteson Commons Subdivision, being a subdivision of part of the Northeast $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 16, Township 35 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded May 11, 1995 as Document 95309027 and that part of Lot 7D in Matteson Commons Resubdivision of Lot 7 in Matteson Commons of the Northeast $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 16, Township 35 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded July 20, 2001 as Document 0010682096, in Cook County, Illinois, described as follows:

Beginning at the southeast corner of Lot 9 in Matteson Commons; thence on an assumed bearing of South 89 degrees 17 minutes 14 seconds West along the south line of said Lot 9, 380.00 feet to a southerly corner of Lot 9; thence North 00 degrees 47 minutes 04 seconds West along a westerly line of Lot 9, 408.12 feet to a southerly line of Lot 9; thence South 89 degrees 46 minutes 13 seconds West the southerly line of Lot 9, 66.00 feet to an easterly line of Lot 9; thence South 00 degrees 47 minutes 04 seconds East along the easterly line of Lot 9, 275.61 feet to the north line of Green Street per Document No. 0010754407; thence South 89 degrees 17 minutes 54 seconds West along the north line of Green Street, 879.04 feet to the west line of Lot 9 in Matteson Commons; thence North 00 degrees 47 minutes 03 seconds West along the west line of Lot 9, 487.79 feet to the southeast corner of Lot 7D in Matteson Commons Resubdivision of Lot 7 in Matteson Commons; thence South 89 degrees 15 minutes 49 seconds West along the south line of said Lot 7D, 241.52 feet; thence continuing along the southerly and westerly line of said Lot 7D for the next 5 courses, North 67 degrees 08 minutes 54 seconds West, 106.89 feet; thence North 13 degrees 43 minutes 59 seconds West, 42.29 feet; thence North 01 degrees 18 minutes 40 seconds East, 85.31 feet; thence North 15 degrees 25 minutes 46 seconds East, 133.84 feet; thence North 41 degrees 25 minutes 51 seconds West, 17.82 feet; thence North 48 degrees 38 minutes 11 seconds East, 21.06; thence North 04 degrees 42 minutes 07 seconds West, 17.87 feet; thence northwest 51.86 feet along a tangential curve to the left having a radius of 55.00 feet and a chord bearing North 31 degrees 42 minutes 51 seconds West, 49.96 feet; thence North 58 degrees 43 minutes 36 seconds West, 19.69 feet; thence northwest 48.20 feet along a tangential curve to the left having a radius of 55.00 feet and a chord bearing of North 85 degrees 26 minutes 41 seconds West, 46.72 feet; thence North 41 degrees 25 minutes 51 seconds West, 30.55 feet; thence North 48 degrees 39 minutes 54 seconds East, 92.34 feet; thence South 40 degrees 12 minutes 36 seconds East, 42.58 feet to the northerly line of Lot 8 in Matteson Commons; thence North 46 degrees 07 minutes 23 seconds East along the northerly line of said Lot 8, also being the southerly line of Lot 5, 267.42 feet; thence continuing along the southerly line of Lot 5 for the next 11 courses, North 52 degrees 08 minutes 36 seconds East, 282.54 feet; thence North 60 degrees 04 minutes 33 seconds East, 110.30 feet; thence North 77 degrees 30 minutes 51 seconds East, 91.81 feet; thence South 89 degrees 19 minutes 57 seconds East, 112.50 feet; thence South 75 degrees 33 minutes 12 seconds East, 116.67 feet; thence South 89 degrees 26 minutes 18 seconds East, 188.16 feet; thence North 77 degrees 12 minutes 19 seconds East, 221.06 feet; thence North 57 degrees 33 minutes 14 seconds East, 121.77 feet; thence North 27 degrees 29 minutes 13 seconds East, 213.45 feet; thence North 35 degrees 33 minutes 41 seconds East, 154.32 feet; thence North 52 degrees 36 minutes 12 seconds East, 236.68 feet to the northeast corner of Lot 8 in Matteson Commons; thence South 00 degrees 47 minutes 04 seconds East along the east line of Lots 8 and 9 in Matteson Commons, 2022.81 feet to the point of beginning.

Together with the following:

Beginning at the southeast corner of Lot 3 in Matteson Commons; thence South 40 degrees 05 minutes 00 seconds West along the southerly line of Lots 3 and 4 in Matteson Commons; thence continuing along the southerly line of Lots 3 and 4 in Matteson Commons, also being the northerly line of Lot 5 in Matteson

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Commons, South 54 degrees 38 minutes 57 seconds West, 75.25 feet; thence continuing along the south line of Lot 5 for the next 15 courses, South 59 degrees 55 minutes 38 seconds West, 149.65 feet; thence South 47 degrees 40 minutes 51 seconds West, 280.07 feet; thence South 58 degrees 57 minutes 00 seconds West, 157.42 feet; thence South 67 degrees 26 minutes 43 seconds West, 106.85 feet; thence South 87 degrees 48 minutes 36 seconds West, 185.46 feet; thence North 73 degrees 08 minutes 26 seconds West, 136.95 feet; thence North 81 degrees 31 minutes 24 seconds West, 139.87 feet; thence South 85 degrees 52 minutes 19 seconds West, 73.90 feet; thence South 72 degrees 59 minutes 18 seconds West, 74.16 feet; thence South 61 degrees 55 minutes 01 seconds West, 90.03 feet; thence South 56 degrees 28 minutes 20 seconds West, 340.48 feet; thence South 49 degrees 50 minutes 11 seconds West, 84.23 feet; thence South 41 degrees 19 minutes 39 seconds West, 149.82 feet; thence South 47 degrees 29 minutes 20 seconds West, 181.06 feet; thence South 43 degrees 48 minutes 00 seconds West, 144.18 feet; thence South 74 degrees 57 minutes 55 seconds West, 54.26 feet; thence South 34 degrees 39 minutes 20 seconds West, 90.77 feet; thence North 79 degrees 59 minutes 53 seconds West, 63.26 feet; thence North 71 degrees 09 minutes 23 seconds West, 85.19 feet; thence North 65 degrees 36 minutes 53 seconds West, 20.00 feet; thence northwest 23.29 feet along a tangential curve to the right having a radius of 40.00 feet and a chord bearing North 48 degrees 56 minutes 04 seconds West, 22.96 feet to a point of compound curvature; thence northwest 94.44 feet along a curve to the left having a radius of 86.53 feet and a chord bearing North 63 degrees 31 minutes 15 seconds West, 89.82 feet; thence South 85 degrees 13 minutes 10 seconds West, 64.84 feet to the west line of Lot 6 in Matteson Commons; thence North 00 degrees 15 minutes 43 seconds West along the west line of Lots 6, 4 and 1 in Matteson Commons, also being the east line of FAI Route 57 per Document No. 19996682 recorded November 17, 1966 and Document No. 19966380 recorded October 11, 1996, 1219.66 feet; thence northeast 148.14 feet along a tangential curve to the right having a radius of 600.00 feet and a chord bearing North 20 degrees 47 minutes 56 seconds East, 438.13 feet to a point of compound curvature; thence northeast 1076.59 feet along a curve to the right having a radius of 11,379.16 feet and a chord bearing North 44 degrees 33 minutes 20 seconds East, 1076.19 feet to a point of compound curvature; thence northeast 275.89 feet along a curve to the right having a radius of 440.87 feet and a chord bearing North 65 degrees 11 minutes 36 seconds East, 271.41 feet; thence North 83 degrees 11 minutes 44 seconds East along the northerly line of Lot 1 in Matteson Commons, 93.25 feet; thence South 00 degrees 44 minutes 37 seconds East along an east line of said Lot 1, 55.00 feet; thence North 84 degrees 00 minutes 50 seconds East along the northerly line of Lots 1 and 2 in Matteson Commons, 715.76 feet; thence North 89 degrees 19 minutes 47 seconds East along the north line of said Lot 2, 91.94 feet; thence North 00 degrees 40 minutes 13 seconds West, 52.00 feet; thence North 59 degrees 19 minutes 47 seconds East, 437.41 feet to the northerly extension of the west line of Cicero Avenue per Document No. 19929253 recorded August 29, 1966; thence South 00 degrees 47 minutes 04 seconds East along the west line of Cicero Avenue, also being the east line of Lots 2, 1 and 3 in Matteson Commons, 1476.23 feet to the point of beginning, all in Cook County, Illinois.

I further certify that portions of said property lie within a special flood hazard area as identified by F.E.M.A. Map Number 17031C0738 F, Panel 738 of 832, effective date of November 6, 2000.

I further certify that the property is located within the Village of Matteson or within one and one-half miles of the corporate limits of the Village of Matteson, which has adopted a city comprehensive plan and map and is exercising the special powers authorized by Division 12 of Article 11 of the Illinois Municipal Code, as amended.

Given under my hand and seal at Rolling Meadows, Illinois, this 27th day of June, 2003.

URS CORPORATION

David D. O'Brien
Illinois Professional Land Surveyor No. 2545
License expires November 30, 2004

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EXHIBIT C

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25304018

AGREEMENT FOR PROFESSIONAL SERVICES
("Agreement")

This Agreement between Lord & Essex Homes, 1135 Mitchell Road Aurora Illinois, ("Client") and URS Corporation dba URS Corporation Americas ("URS"), a Nevada corporation 122 South Michigan Avenue, Suite 1920, Chicago, Illinois 60603 ("URS"), is effective as of January 1, 2003. The parties agree as follows:

It is the expressed intent of the parties that this Agreement shall be made available to the subsidiaries and affiliated companies of URS. For the purposes of this Agreement, as it applies to each Work Order, the term "URS" shall mean either, and URS Corporation dba URS Corporation Americas, or the affiliated company identified in the Work Order. The applicable Work Order shall clearly identify the legal name of the affiliate or subsidiary accepting the Work Order.

ARTICLE I - Work Orders. The Scope of Services ("Services"), the Time Schedule and the Charges are to be set forth in a written Work Order to this Agreement. The terms and conditions of this Agreement shall apply to each Work Order, except to the extent expressly modified by the Work Order. Where charges are "not to exceed" a specified sum, URS shall notify Client before such sum is exceeded and shall not continue to provide the Services beyond such sum unless Client authorizes an increase in the sum. If a "not to exceed" sum is broken down into budgets for specific tasks, the task budget may be exceeded without Client authorization as long as the total sum is not exceeded. Changes in conditions, including, without limitation, changes in laws or regulations occurring after the budget is established or other circumstances beyond URS control shall be a basis for equitable adjustments in the budget and schedule.

ARTICLE II - Payment. Unless otherwise stated in an Work Order, payment shall be on a time and materials basis under the Schedule of Fees and Charges in effect when the Services are performed. Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not maintained on a thirty (30) day current basis, URS may suspend further performance until payments are current. Client shall notify URS of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Client shall pay an additional charge of one and one-half percent (1½%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

ARTICLE III - Professional Responsibility. URS is obligated to comply with applicable standards of professional care in the performance of the Services. Client recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

ARTICLE IV - Responsibility for Others. URS shall be responsible to Client for URS Services and the services of URS subcontractors. URS shall not be responsible for the acts or omissions of other parties engaged by Client nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

ARTICLE V - Risk Allocation. The liability of URS, its employees, agents and subcontractors (referred to collectively in this Article as "URS"), for Client's claims of loss, injury, death, damage, or expense, including, without limitation, Client's claims of contribution and indemnification, express or implied, with respect to third party claims relating to services rendered or obligations imposed under this Agreement, including all Work Orders, shall not exceed in the aggregate:

(1) The total sum of \$250,000 for claims arising out of professional negligence, including errors, omissions, or other professional acts, and including unintentional breach of contract; and any actual or potential environmental pollution or contamination, including, without limitation, any actual or threatened release of toxic, irritant, pollutant, or waste gases, liquids, or solid materials, or failure to detect or properly evaluate the presence of such substances, except to the extent such release, threatened release, or failure to detect or evaluate is caused by the willful misconduct of URS; or

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(2) The total sum of \$1,000,000 for claims arising out of negligence, breach of contract, or other causes for which URS has any legal liability, other than as limited by (1) above.

ARTICLE VI - Insurance. URS agrees to maintain during the performance of the Services: (1) statutory Workers' Compensation coverage; (2) Employer's Liability; (3) General Liability; and (4) Automobile Liability insurance coverage each in the sum of \$1,000,000.

ARTICLE VII - Consequential Damages. Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE VIII - Client Responsibility. Client shall: (1) provide URS, in writing, all information relating to Client's requirements for the project; (2) correctly identify to URS, the location of subsurface structures, such as pipes, tanks, cables and utilities; (3) notify URS of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give URS prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions. In the event that URS is requested by Client or is required by subpoena to produce documents or give testimony in any action or proceeding to which Client is a party and URS is not a party, Client shall pay URS for any time and expenses required in connection therewith, including reasonable attorney's fees.

Client shall reimburse URS for all taxes, duties and levies such as Sales, Use, Value Added Taxes, Deemed Profits Taxes, and other similar taxes which are added to or deducted from the value of URS Services. For the purpose of this Article such taxes shall not include taxes imposed on URS net income, and employer or employee payroll taxes levied by any United States taxing authority, or the taxing authorities of the countries or any agency or subdivision thereof in which URS subsidiaries, affiliates, or divisions are permanently domiciled. It is agreed and understood that these net income, employer or employee payroll taxes are included in the unit prices or lump sum to be paid URS under the respective Work Order.

ARTICLE IX - Force Majeure. An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of URS to perform the Services shall be suspended for the duration of the event of Force Majeure. In such event, URS shall be equitably compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, URS may, in its sole discretion, upon 5 days prior written notice, terminate this Agreement or the affected Work Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, URS shall be compensated for all reasonable termination expenses.

ARTICLE X - Right of Entry. Client grants to URS, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by URS, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

ARTICLE XI - Documents. Provided that URS has been paid for the Services, Client shall have the right to use the documents, maps, photographs, drawings and specifications resulting from URS efforts on the project. Reuse of any such materials by Client on any extension of this project or any other project without the written authorization of URS shall be at Client's sole risk. URS shall have the right to retain copies of all such materials. URS retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services.

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ARTICLE XII - Termination. Client may terminate all or any portion of the Services for convenience, at its option, by sending a written Notice to URS. Either party can terminate this Agreement or a Work Order for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent. Termination for cause shall be effective twenty (20) days after receipt of a Notice of Termination, unless a later date is specified in the Notice. The Notice of Termination for cause shall contain specific reasons for termination and both parties shall cooperate in good faith to cure the causes for termination stated in the Notice. Termination shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. Client shall pay URS upon invoice for Services performed and charges incurred prior to termination, plus reasonable termination charges. In the event of termination for cause, the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

ARTICLE XIII - No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than Client and URS. No third party shall have the right to rely on URS opinions rendered in connection with the Services without the written consent of URS and the third party's agreement to be bound to the same conditions and limitations as Client.

ARTICLE XIV - Assignments. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party.

ARTICLE XV - Hazardous Substances. All nonhazardous samples and by-products from sampling processes in connection with the Services shall be disposed of by URS in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the Services, shall be packaged in accordance with the applicable law by URS and turned over to Client for appropriate disposal. URS shall not arrange or otherwise dispose of Hazardous Substances under this Agreement. URS, at Client's request, may assist Client in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but URS shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances. If Client requires: (1) URS agents or employees to sign such manifests; or (2) URS to hire, for Client, the Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes, URS shall be considered to act as Client's agent so that URS will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances, and Client shall indemnify URS against any claim or loss resulting from such signing.

ARTICLE XVI - Venue. In the event of any dispute between the parties to this Agreement, the venue for the dispute resolution shall be any state or federal court in the United States having jurisdiction over the parties. The foregoing notwithstanding, if the project is located outside the United States, the laws of the State of California shall govern and in such event, any dispute under the Agreement not resolved amicably shall be resolved under the binding rules of the American Arbitration Association.

ARTICLE XVII - Integrated Writing and Enforceability. This Agreement constitutes the final and complete repository of the agreements between Client and URS relating to the Services and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. Modifications of this Agreement shall not be binding unless made in writing and signed by an Authorized Representative of each party. The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the parties with regard to the provisions and that saves the validity and enforceability of the provision.

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THE PARTIES ACKNOWLEDGE that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly.

CLIENT

Signature

Christopher Smith, Contracts Manager

Typed Name/Title

Date of Signature

1/23/2003

URS

Signature

Robert Andrews, Vice President

Typed Name/Title

Date of Signature

1/17/03

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EXHIBIT D

Outstanding Balance by Lot

| LOT* | OUTSTANDING BALANCE ATTRIBUTABLE TO LOT | LAST DATE WORK PERFORMED |
|-----------------|--|--------------------------------|
| 1 | \$193,315.50 | April 15, 2005 |
| 1A | \$4,343.47 | April 15, 2005 |
| 5 | \$280,738.54 | April 15, 2005 |
| 6 | \$31,792.54 | April 8, 2005 |
| 7 | \$36,166.40 | April 8, 2005 |
| C-1-A through H | \$37,025.85 | April 8, 2005 |
| C-2-A through F | \$83,721.46 | April 8, 2005 |
| C-3-A through D | \$42,151.06 | April 8, 2005 |
| C-4 | \$42,151.07 | April 8, 2005 |
| T-1 | \$56,356.10 | April 8, 2005 |
| Subtotal | \$807,771.99 | |

*AS SET FORTH IN THE PLAT OF BROOKMERE SUBDIVISION BEING A RESUBDIVISION OF PART OF MATTESON COMMONS SUBDIVISION IN THE EAST 1/2 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF MATTESON, COOK COUNTY, ILLINOIS RECORDED AUGUST 28, 2003 AS DOCUMENT 0324019012

| LOT** | OUTSTANDING BALANCE ATTRIBUTABLE TO LOT | LAST DATE WORK PERFORMED |
|-------|--|--------------------------------|
| 1 | \$3,501.41 | April 8, 2005 |
| 2 | \$3,501.41 | April 8, 2005 |
| 3 | \$3,501.41 | April 8, 2005 |
| 4 | \$3,501.41 | April 8, 2005 |
| 5 | \$3,501.41 | April 8, 2005 |
| 6 | \$3,501.41 | April 8, 2005 |
| 7 | \$3,501.41 | April 8, 2005 |
| 8 | \$3,501.41 | April 8, 2005 |
| 9 | \$3,501.41 | April 8, 2005 |
| 10 | \$3,501.41 | April 8, 2005 |
| 11 | \$3,501.41 | April 8, 2005 |
| 12 | \$3,501.41 | April 8, 2005 |
| 13 | \$3,501.41 | April 8, 2005 |
| 14 | \$3,501.41 | April 8, 2005 |
| 15 | \$3,501.41 | April 8, 2005 |

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| LOT** | OUTSTANDING BALANCE ATTRIBUTABLE TO LOT | LAST DATE WORK PERFORMED |
|-------|--|--------------------------------|
| 16 | \$3,501.41 | April 8, 2005 |
| 17 | \$3,501.41 | April 8, 2005 |
| 18 | \$3,501.41 | April 8, 2005 |
| 19 | \$3,501.41 | April 8, 2005 |
| 20 | \$3,501.41 | April 8, 2005 |
| 21 | \$3,501.41 | April 8, 2005 |
| 22 | \$3,501.41 | April 8, 2005 |
| 23 | \$3,501.41 | April 8, 2005 |
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| 33 | \$3,501.41 | April 8, 2005 |
| 34 | \$3,501.41 | April 8, 2005 |
| 35 | \$3,501.41 | April 8, 2005 |
| 36 | \$3,501.41 | April 8, 2005 |
| 37 | \$3,501.41 | April 8, 2005 |
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| 41 | \$3,501.41 | April 8, 2005 |
| 42 | \$3,501.41 | April 8, 2005 |
| 43 | \$3,501.41 | April 8, 2005 |
| 44 | \$3,501.41 | April 8, 2005 |
| 45 | \$3,501.41 | April 8, 2005 |
| 46 | \$3,501.41 | April 8, 2005 |
| 47 | \$3,501.41 | April 8, 2005 |
| 48 | \$3,501.41 | April 8, 2005 |
| 49 | \$3,501.41 | April 8, 2005 |
| 50 | \$3,501.41 | April 8, 2005 |
| 51 | \$3,501.41 | April 8, 2005 |
| 52 | \$3,501.41 | April 8, 2005 |
| 53 | \$3,501.41 | April 8, 2005 |

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| LOT** | OUTSTANDING BALANCE ATTRIBUTABLE TO LOT | LAST DATE WORK PERFORMED |
|-------|--|--------------------------------|
| 54 | \$3,501.41 | April 8, 2005 |
| 55 | \$3,501.41 | April 8, 2005 |
| 56 | \$3,501.41 | April 8, 2005 |
| 57 | \$3,501.41 | April 8, 2005 |
| 58 | \$3,501.41 | April 8, 2005 |
| 59 | \$3,501.41 | April 8, 2005 |
| 60 | \$3,501.41 | April 8, 2005 |
| 61 | \$3,501.41 | April 8, 2005 |
| 62 | \$3,501.41 | April 8, 2005 |
| 63 | \$3,501.41 | April 8, 2005 |
| 64 | \$3,501.41 | April 8, 2005 |
| 65 | \$3,501.41 | April 8, 2005 |
| 66 | \$3,501.41 | April 8, 2005 |
| 67 | \$3,501.41 | April 8, 2005 |
| 68 | \$3,501.41 | April 8, 2005 |
| 69 | \$3,501.41 | April 8, 2005 |
| 70 | \$3,501.41 | April 8, 2005 |
| 71 | \$3,501.41 | April 8, 2005 |
| 72 | \$3,501.41 | April 8, 2005 |
| 73 | \$3,501.41 | April 8, 2005 |
| 74 | \$3,501.41 | April 8, 2005 |
| 75 | \$3,501.41 | April 8, 2005 |
| 76 | \$3,501.41 | April 8, 2005 |
| 77 | \$3,501.41 | April 8, 2005 |
| 78 | \$3,501.41 | April 8, 2005 |
| 79 | \$3,501.41 | April 8, 2005 |
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| 81 | \$3,501.41 | April 8, 2005 |
| 82 | \$3,501.41 | April 8, 2005 |
| 83 | \$3,501.41 | April 8, 2005 |
| 84 | \$3,501.41 | April 8, 2005 |
| 85 | \$3,501.41 | April 8, 2005 |
| 86 | \$3,501.41 | April 8, 2005 |
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| 90 | \$3,501.41 | April 8, 2005 |
| 91 | \$3,501.41 | April 8, 2005 |

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| LOT** | OUTSTANDING BALANCE ATTRIBUTABLE TO LOT | LAST DATE WORK PERFORMED |
|-------|--|--------------------------------|
| 92 | \$3,501.41 | April 8, 2005 |
| 93 | \$3,501.41 | April 8, 2005 |
| 94 | \$3,501.41 | April 8, 2005 |
| 95 | \$3,501.41 | April 8, 2005 |
| 96 | \$3,501.41 | April 8, 2005 |
| 97 | \$3,501.41 | April 8, 2005 |
| 98 | \$3,501.41 | April 8, 2005 |
| 99 | \$3,501.41 | April 8, 2005 |
| 100 | \$3,501.41 | April 8, 2005 |
| 101 | \$3,501.41 | April 8, 2005 |
| 102 | \$3,501.41 | April 8, 2005 |
| 103 | \$3,501.41 | April 8, 2005 |
| 104 | \$3,501.41 | April 8, 2005 |
| 105 | \$3,501.41 | April 8, 2005 |
| 106 | \$3,501.41 | April 8, 2005 |
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| 108 | \$3,501.41 | April 8, 2005 |
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| 113 | \$3,501.41 | April 8, 2005 |
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| 123 | \$3,501.41 | April 8, 2005 |
| 124 | \$3,501.41 | April 8, 2005 |
| 125 | \$3,501.41 | April 8, 2005 |
| 126 | \$3,501.41 | April 8, 2005 |
| 127 | \$3,501.41 | April 8, 2005 |
| 128 | \$3,501.41 | April 8, 2005 |
| 129 | \$3,501.41 | April 8, 2005 |

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| LOT** | OUTSTANDING BALANCE ATTRIBUTABLE TO LOT | LAST DATE WORK PERFORMED |
|----------|--|--------------------------------|
| 130 | \$3,501.41 | April 8, 2005 |
| 131 | \$3,501.41 | April 8, 2005 |
| 132 | \$3,501.41 | April 8, 2005 |
| 133 | \$3,501.41 | April 8, 2005 |
| 134 | \$3,501.41 | April 8, 2005 |
| 135 | \$3,501.41 | April 8, 2005 |
| 136 | \$3,501.41 | April 8, 2005 |
| 137 | \$3,501.41 | April 8, 2005 |
| 138 | \$3,501.41 | April 8, 2005 |
| 139 | \$3,501.41 | April 8, 2005 |
| 140 | \$3,501.41 | April 8, 2005 |
| 141 | \$3,501.41 | April 8, 2005 |
| 142 | \$3,501.41 | April 8, 2005 |
| 143 | \$3,501.41 | April 8, 2005 |
| 144 | \$3,501.41 | April 8, 2005 |
| 145 | \$3,501.41 | April 8, 2005 |
| 146 | \$3,501.41 | April 8, 2005 |
| Subtotal | \$511,205.86 | |

**AS SET FORTH IN THE FIRST RESUBDIVISION OF LOT 4 IN BROOKMERE, ACCORDING TO THE PLAT RECORDED AUGUST 4, 2004 AS DOCUMENT NO. 0421744046 IN THE VILLAGE OF MATTESON, COOK COUNTY, ILLINOIS.

| | |
|--------------|-----------------------|
| Total | \$1,318,977.85 |
|--------------|-----------------------|