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VILLAGE OF LEMONT
ORDINANCE NO. 0-08-06

AN ORDINANCE AUTHORIZING THE EXECUTION OF
AN ANNEXATION AGREEMENT FOR A 2.34 ACRE PARCEL LOCATED AT
15266 127ST STREET IN LEMONT, ILLINOIS

(PRAIRIE KNOLLS)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT

THIS 9th DAY OF JANUARY, 2006

23

Published in pamphlet form by
the authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois this 9th day of
January, 2006.

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ORDINANCE NO. 0-08-06

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT FOR A 2.34 ACRE PARCEL LOCATED AT
15266 127ST STREET IN LEMONT, ILLINOIS**

(PRAIRIE KNOLLS)

WHEREAS, Albert Kerelis, Jr. of Kerelis, Inc., is the owner of the territory which is the subject of an Annexation Agreement and is ready, willing, and able to enter into said agreement and perform the obligations as required therein and;

WHEREAS, a copy of said Annexation Agreement has been attached hereto and included herein; and

WHEREAS, the statutory procedures provided for in the Illinois Municipal Code for the execution of said agreement have been fully complied with.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, DuPage, and Will, State of Illinois, as follows:

Section 1. That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to a document know as the "Prairie Knolls Annexation Agreement" dated the 9th of January, 2006, a copy of which is attached hereto and made a part hereof.

Section 2. That this ordinance shall be in force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

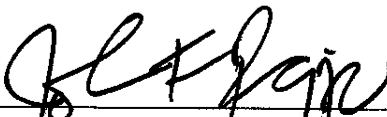
**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DU PAGE,
ILLINOIS, on this 9th Day of January, 2006.**

23

	<u>AYES</u>	<u>NAYS</u>	<u>PASSED</u>	<u>ABSENT</u>
DEBBY BLATZER	✓			
PETER COULES	✓			
CLIFFORD MIKLOS	✓			
BRIAN REAVES	✓			
RON STAPLETON	✓			
JEANETTE VIRGILIO	✓			


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Approved by me this 9th day of January, 2006.



JOHN F. PIAZZA, Village President

Attest:



CHARLENE SMOLLEN, Village Clerk

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EXHIBIT A

THE EAST HALF OF THE WEST HALF OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING:

THE SOUTH 5.18 METERS (17 FEET) OF THE NORTH 15.24 METERS (50 FEET) OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL CONTAINING 260.0027 SQUARE METERS (2798.65 SQUARE FEET), MORE OR LESS, OR .02601 HECTARE 9.064 ACRES, MORE OR LESS

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PRAIRIE KNOLLS ANNEXATION AGREEMENT

<u>ARTICLE</u>	<u>TITLE</u>
I	Annexation
II	Zoning and Land Use Restrictions
III	Required Improvements
IV	Dedication and Construction of Streets, Sidewalks, Miscellaneous
V	Changes to Development Plan
VI	Contributions and Annexation Fees
VII	Water & Sewerage System Improvement Contributions
VIII	Easements and Utilities
IX	Development Codes and Ordinances and General Matters
X	Approval of Plans
XI	Notice of Violations
XII	Maintenance Bond
XIII	Damage to Public Improvements
XIV	Binding Effect and Term and Covenants Running with the Land
XV	Notices
XVI	Certificates of Occupancy
XVII	Reimbursement of Village for Legal and Other Fees and Expenses
XVIII	Warranties and Representations

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<u>ARTICLE</u>	<u>TITLE</u>
XIX	Continuity of Obligations
XX	No Waiver or Relinquishment of Right to Enforce Agreement
XXI	Village Approval or Direction
XXII	Singular and Plural
XXIII	Section Headings and Subheadings
XXIV	Recording
XXV	Authorization to Execute
XXVI	Amendment
XXVII	Counterparts
XXVIII	Curing Default
XXIX	Conflicts Between the Text and Exhibits
XXX	Severability
XXXI	Definition of the Village
XXXII	Execution of this Agreement

EXHIBITS

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<u>EXHIBIT</u>	<u>TITLE</u>
A	Legal Description of Subject Property
B	Plat of Annexation of Subject Property
C	Preliminary Site Plan
D	Preliminary Engineering Plan
E	Preliminary Landscape Plan
F	Building Elevations
G	Letter From Village Engineer dated December 6, 2005

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PRAIRIE KNOLLS ANNEXATION AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of December, 2005, between the VILLAGE OF LEMONT, a municipal corporation of the Counties of Cook, DuPage and Will, in the State of Illinois (hereinafter referred to as "VILLAGE") and KERELIS, INC. (hereinafter referred to as the "OWNER") and KERELIS, INC. (hereinafter referred to as the "DEVELOPER").

WHEREAS, the OWNER is the Owner of Record of the real estate, the legal description of which is attached hereto as Exhibit "A" (hereinafter referred to as the "TERRITORY") and by this reference is made a part hereof; and

WHEREAS, the TERRITORY has not been annexed to any municipality; and,

WHEREAS, the TERRITORY constitute an area that is contiguous to and may be annexed to the VILLAGE, as provided under the Illinois Municipal Code, 65 ILCS 5/7-1-1, et. seq.; and,

WHEREAS, the OWNER and VILLAGE agree that they will be bound by the terms of this Annexation Agreement; and,

WHEREAS, the VILLAGE would extend its zoning, building, health and other municipal regulations and ordinances over the TERRITORY, thereby protecting the VILLAGE from possible undesirable or inharmonious use and development of unincorporated areas surrounding the VILLAGE; and,

WHEREAS, the new boundaries of the VILLAGE OF LEMONT, resulting from this Annexation shall extend to the far side of every highway and shall include all of every highway not already annexed; and,

WHEREAS, the parties desire, pursuant to Chapter 65, Article 5, Section 11-15.1 of the Illinois Municipal Code, to enter into an Agreement with respect to Annexation of the TERRITORY and various other matters; and,

WHEREAS, pursuant to the provisions of the Statute, the corporate authority of said VILLAGE has duly fixed a time for and held a hearing upon the Annexation Agreement and has given notice of said hearing; and,

WHEREAS, The corporate authority of the VILLAGE has considered the Annexation of the TERRITORY described in the Petition and has determined that the best interest of the VILLAGE will be met if the TERRITORY are annexed to the VILLAGE and developed in accordance with the provisions of the Agreement.

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NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree as follows:

I

ANNEXATION

1. Subject to the provisions of Chapter 65, Article 5 Section 7 of the Illinois Municipal Code, the parties hereto respectively agree to do all things necessary or appropriate to cause the TERRITORY to be validly annexed to the VILLAGE as promptly as possible after execution of this agreement.

2. The Plat of Annexation of said TERRITORY is attached hereto as Exhibit "B". Said Plat extends the new boundaries of the VILLAGE to the far side of any adjacent highway not already annexed and includes all of every highway within the TERRITORY so annexed.

II

ZONING AND LAND USE RESTRICTIONS

1. Upon the Annexation of the TERRITORY to the VILLAGE, the parcel shown on the plat of annexation attached as Exhibit "B" shall be classified under the existing zoning ordinance, as amended, as R-5 Single Family Attached Residence District with a Planned Unit Development. Prior to the date of this Agreement, such public hearings as are necessary to enable the VILLAGE lawfully to grant said zoning classification as to the TERRITORY have been conducted upon proper notice, and no further action need be taken by the OWNER to cause the TERRITORY to be re-zoned once the TERRITORY is annexed to the VILLAGE. The Zoning Board of Appeals conducted public hearings as necessary to lawfully grant said zoning classification on April 19, May 17, June 21, August 16, September 20 and October 4, 2005.

The TERRITORY shall be developed in accordance with Preliminary Site Plan, prepared by Facilities Design, Ltd. and dated November 14, 2005, attached hereto and incorporated herein as Exhibit "C"; Preliminary Engineering Plan, prepared by Paul Morris, P.E. and dated November 11, 2005 attached hereto and incorporated herein as Exhibit "D"; Preliminary Landscape Plans by Facilities Design, Ltd. and dated November 14, 2005, attached hereto and incorporated herein as Exhibit "E" and building elevations hereto and incorporated herein as Exhibit "F". The following conditions shall apply:

1. Additional landscaping shall be added to the east property line, subject to Community Development Department review and approval.

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2. A final landscape plan shall be submitted prior to final plat approval. The plans shall be consistent with the preliminary plans and shall demonstrate compliance Village standards lot perimeter landscaping.
3. Cook County Highway Department comments are required for the proposed access.
4. Driveways shall be concrete or brick pavers. No asphalt shall be allowed.
5. Alternate the street trees types so the same species is not all the way down the road;
6. Dryvit or E.I.F.S. shall not be used.
7. Planned Unit Development approval shall lapse in the event the DEVELOPER does not file a complete application for a site development permit within one (1) year of the effective date of this AGREEMENT.

2. As provided in the Lemont Zoning Ordinance (§XVI.H.2 & 8), the Village has deemed it appropriate to approve the following selected variations:

- a. To reduce the rear yard setback from 30 feet to 24 feet to allow decks.
- b. To reduce the right of way width from 66 feet to 60 feet.

3. Within 30 days after receipt of an application by OWNER for a building permit for construction of any buildings, or other improvements on the TERRITORY, the VILLAGE shall either issue a permit authorizing such construction, issue a permit authorizing such construction subject to satisfaction of specified conditions consistent with the terms of this Agreement, or issue a letter of denial of such permit specifying the basis of said denial by reference to the provisions of the VILLAGE's Building Code applied in accordance with this Agreement, which the subject construction would allegedly violate. If the VILLAGE conditionally approves such a permit, the VILLAGE shall issue the permit unconditionally within five (5) working days after satisfaction by the OWNER of the specified conditions.

Any stop order issued by the VILLAGE directing work stoppage on any building or other improvement on the TERRITORY shall specify the section of the VILLAGE's Building Code allegedly violated by the OWNER and shall give the OWNER 30 days in which to cure or diligently commence cure of such violation. Upon correction of any such violation, work on any improvement subject to a stop order may recommence.

4. It is understood and agreed, except as otherwise provided for herein, the Zoning Ordinance, Subdivision Ordinance and Regulations, Building Code and all other ordinances including all fees and charges of the VILLAGE, shall not be frozen during the term of this Agreement, and such ordinances, as the same may from time to time be amended and enforced throughout the VILLAGE, shall apply to the TERRITORY.

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REQUIRED IMPROVEMENTS

1. Water Supply. DEVELOPER shall have the right to construct and install at their expense all necessary on-site water mains to service the TERRITORY. All water mains shall be constructed and installed in accordance with the Code of the VILLAGE and final engineering plans approved by the VILLAGE. The VILLAGE agrees to permit connection of the aforementioned water mains to the water facilities of the VILLAGE and to furnish water service on the same basis as said services are furnished to other parts of the VILLAGE.

2. Sanitary and Storm Sewers. DEVELOPER shall have the right to construct and install at its expense all necessary sanitary sewers to service the TERRITORY in accordance with the Subdivision Regulations of the VILLAGE and final engineering plans approved by the VILLAGE. The VILLAGE agrees to permit connection of the aforementioned sanitary sewers to the sanitary sewer facilities of the VILLAGE and to furnish sewer service on the same basis as said services are furnished to other parts of the VILLAGE. DEVELOPER agrees that no surface water is to be discharged into the sanitary sewerage collection system and will make adequate provisions that this will not occur. Tap-on fees required by the Village shall not be waived. DEVELOPER agrees that no surface water is to be discharged into the sanitary sewerage collection system and will make adequate provisions that this will not occur. All detention areas and appurtenant structures such as drains, inlets, and outlets shall be owned and maintained by the DEVELOPER, with right of access by the VILLAGE for emergency maintenance purposes.

3. Detention Area. The DEVELOPER agrees to construct detention basins in accordance with Village standards including the requirement to sod the detention basin which is to be conveyed and owned by the VILLAGE.

IV

DEDICATION AND CONSTRUCTION OF STREETS, SIDEWALKS, AND MISCELLANEOUS

1. Public Improvements. All streets, sidewalks, and other improvements will be constructed in accordance with the plans and specifications as referred to in Article II of this Agreement including but not limited to, streetlights, sidewalks, and landscaping, except that:

a. The right of way improvements on the west side of the new road (labeled Prairie Lane on Exhibit C) will be deferred, and an escrow account established for those said right of way improvements, until such time that it is established where any new roads from the property to the west will need to connect to the aforementioned Prairie Lane. The cash escrow account shall be in the amount of \$29,166. This amount is based on the attached letter (Exhibit G) from the Village Engineer.

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b. The Village Engineer shall do an annual review of the amount of the cash escrow, starting one year from the effective date of this AGREEMENT. If it is determined the amount of the cash escrow has become inadequate to cover the estimated costs of the right of way improvements then the developer shall deposit additional money into the account.

c. When the right of way improvements on the west side of the new street are completed, the Village will assess the monies that will need to be contributed by the DEVELOPER from the escrow account. In the event that the DEVELOPER has already completed said improvements and the VILLAGE has approved the final improvements, the escrow account shall be returned to the DEVELOPER within fourteen days after receiving a written request from the DEVELOPER.

2. Dedications. The OWNER/DEVELOPER shall design streets within the TERRITORY according to Article II of this Agreement that comply with Village standards for local streets. All interior streets within the Territory when developed shall be dedicated to the VILLAGE. Said streets shall be constructed in accordance with the final engineering plans approved by the VILLAGE.

V

CHANGES TO DEVELOPMENT PLAN

The DEVELOPER agrees to submit revised plans to the VILLAGE for any changes to the Development Plan. Any request to increase the number of dwelling units, change the pattern of land use, change the location of streets or street intersections, change the fundamental architectural character of the development, or obtain a variance from the Subdivision Regulations not part of this Agreement, shall be considered "major" changes; other changes shall be considered "minor", in accordance with Section XVI.F of the Lemont Zoning Code. "Major" changes shall require published notice and a public hearing before the Lemont Zoning Board of Appeals to consider an amendment of a Special Use Permit for a Residential Planned Development. After said public hearing the Zoning Board shall forward its recommendation to the Village Board of Trustees, which shall approve or deny the requested amendment. If the changes are "minor," the VILLAGE may approve the Final Plat of Subdivision without additional review and recommendation by the Zoning Board.

VI

CONTRIBUTIONS AND ANNEXATION FEES

1. The OWNER/DEVELOPER shall make cash contributions at the time a final development plan or Plat of Subdivision is filed with the VILLAGE, in accordance with the ordinances of the Village. If a final development plan or Plat of Subdivision is filed within one

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(1) year of the effective date of this Agreement, the required contributions shall be as follows:

<u>District/Purpose</u>	<u>Contribution Amount</u>
School District 113A	\$ 8,220.58
High School District	\$ 2,176.00
Park District	\$36,453.00
Library District	\$ 1,108.41
Lemont Fire District	\$ 2,629.00
Village Annexation Fee	\$ 750.00
TOTAL:	\$ 51,336.99

The DEVELOPER shall be entitled to a \$750 credit to be applied to the Village Annexation Fee because it was collected at the time the DEVELOPER paid the required review fees.

2. If a final plat of subdivision is submitted to the VILLAGE more than one (1) year after the effective date of this Agreement, the aforesaid contributions and the annexation fee shall be paid in amounts calculated in accordance with the terms of the ordinances of the VILLAGE in effect at the time such final plan or Plat is submitted to the VILLAGE.

3. Contributions Agreement. OWNER/DEVELOPER agrees that any and all contributions, dedications, donations and easements, provided for in this Agreement substantially advance legitimate governmental interests of the VILLAGE, including, but not limited to, providing its residents, and in particular the future residents of the TERRITORY, with access to and use of public utilities, libraries, schools, parks and recreational facilities, police protection, and emergency services. OWNER/DEVELOPER further agrees that the contributions, dedications, donations and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of the TERRITORY.

VII

WATER SYSTEM IMPROVEMENT CONTRIBUTIONS

The OWNER shall contribute to the VILLAGE the cost of expanding the VILLAGE well and storage capacity to allow the VILLAGE to supply water to the TERRITORY. The contribution to the VILLAGE shall be added to the usual and customary connection fee and shall be paid at the time of connection. The parties agree that \$1,000.00 shall be paid for each attached single-family unit.

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VIII

EASEMENTS AND UTILITIES

The DEVELOPER agrees to grant to the VILLAGE, and/or obtain grants to the VILLAGE of, all necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements, subject to the provisions of the Subdivision Control Ordinance, which are necessary to the TERRITORY.

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

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the DEVELOPERS option, upon approval of the respective utility company.

IX

DEVELOPMENT CODES AND ORDINANCES AND GENERAL MATTERS.

The development of the TERRITORY annexed shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the VILLAGE as they exist on the date each respective permit for development is issued. Planning and engineering designs and standards shall be in accordance with the then existing ordinances of the VILLAGE or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the VILLAGE of Lemont at such time. All fees, etc. set forth under the various ordinances of the VILLAGE shall be paid by the DEVELOPER at the rate set forth in the VILLAGE ordinances at the time each permit is issued.

No occupancy permit shall be issued for any building prior to the completion of the required public improvements, including street signs. Provided, however, the construction and installation of the public improvements to be done by DEVELOPER may be commenced at any time after approval of this Agreement by the Village and issuance of permits therefore.

Prior to final plat approval, DEVELOPER shall deliver to VILLAGE an irrevocable letter of credit, in a form satisfactory to, and from a bank or other financial institution approved by, the VILLAGE in the amount of 115% of the DEVELOPER'S Engineers estimate of the cost of construction and installation of all such public improvements as approved by the VILLAGE Engineer, including all required lighting, sidewalks, landscaping, street trees, sewer and water lines and storm water management facilities, except to the extent such facilities are to remain private, and

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after approval of a site development permit by the VILLAGE. At no time shall the Letter of Credit funds be utilized by the DEVELOPER for the future payment of contractors, materials salaries and wages and the like. The VILLAGE makes no guarantees regarding the timely reduction of said Letter of Credit and therefore should not be used for time-sensitive payment purposes. The VILLAGE Engineer may, in his/her discretion, recommend the amount of said letter of credit to be reduced, from time to time, as major public improvements are completed, upon approval of the VILLAGE Board.

DEVELOPER, at DEVELOPERS own cost, agrees to provide the VILLAGE "as built", engineering plans and specifications upon substantial completion of the public improvements or at the request of the VILLAGE Engineer but in no event later than the time required by Ordinance No.456, as amended.

It is agreed that all of the public improvements contemplated herein shall upon acceptance thereof by the VILLAGE, become the property of VILLAGE and be integrated with the municipal facilities now in existence or hereinafter constructed and VILLAGE thereafter agrees to maintain said public improvements. Acceptance of said public improvements shall be by resolution of the President and Board of Trustees only after the VILLAGE Engineer or VILLAGE Engineer Consultant has issued his Certificate of Inspection affirming the improvements have been constructed in accordance with approved Engineering Plans and Specifications. DEVELOPER agrees to convey by appropriate instrument and VILLAGE agrees to promptly accept, subject to terms hereof, the public improvements constructed in accordance with the Approved Engineering Plans and Specifications.

DEVELOPER agrees not to let debris or excessive construction waste accumulate on the TERRITORY. DEVELOPER shall, within ten (10) days of notification of a violation by the VILLAGE, remove all debris from the locations as specified by the VILLAGE. If debris is not removed within this time period, the VILLAGE shall have the right to draw upon the Letter of Credit provided for in this Agreement to remove any such debris on the TERRITORY. The VILLAGE will not draw upon the Letter of Credit if DEVELOPER removes the debris as directed by the VILLAGE within the ten (10) day notice period.

X

APPROVAL OF PLANS

VILLAGE agrees to expeditiously take action to approve or disapprove all plats, plans and engineering submitted to VILLAGE by DEVELOPER. If VILLAGE shall determine that any such submission is not in substantial accordance with this Agreement and applicable ordinances, the VILLAGE shall promptly notify DEVELOPERS in writing of the specific objection to any such submission so that DEVELOPER can make any required corrections or revisions.

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XI

NOTICE OF VIOLATIONS

The VILLAGE will issue no stop orders directing work stoppage on building or parts of the project without giving notice of the Section of the Code allegedly violated by OWNER, so the OWNER may forthwith proceed to correct such violations as may exist. Moreover, the OWNER shall have an opportunity to correct possible violations. This paragraph shall not restrain the Building Official from issuing a stop work order in any case where he considers a continuation of the work to constitute a threat to the health or safety of the public or personnel employee on or near the site. VILLAGE shall provide OWNER notice as required by Statute of any matter, such as public hearing, proposed building code changes and policy changes or other matters which may affect the TERRITORY of development of it under this Agreement.

XII

MAINTENANCE BOND

At the time or times of acceptance by VILLAGE of the installation of any part, component or all of any public improvement in accordance with this Section, or any other section of the Agreement, OWNER shall deposit with the VILLAGE a Letter of Credit in the amount of ten percent (10%) of the cost of the approved engineer's estimate of original construction costs. This guarantee shall be deposited with the VILLAGE and shall be held by the VILLAGE for a period of two (2) years after completion and acceptance of all improvements. In the event of a defect in material and/or workmanship within said period, then said security shall not be returned until correction of said defect and acceptance by VILLAGE of said corrections.

XIII

DAMAGE TO PUBLIC IMPROVEMENTS

The OWNER shall replace and repair any damage to public improvements installed within, under or upon the subject realty resulting from construction activities by OWNER, their successors or assigns and their employees agents, contractors or subcontractors during the term of this Agreement. OWNER shall have no obligation hereunder with respect to damage resulting from ordinary usage, wear and tear.

XIV

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BINDING EFFECT AND TERM AND COVENANTS RUNNING WITH THE LAND

This Agreement shall be binding upon and insure to the benefit of the parties hereto, successor OWNER's of record of the TERRITORY, assignees, lessees and upon any successor municipal authorities of said VILLAGE and successor municipalities, for a period of 20 years from the date of execution hereof,

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

It is further agreed that any party to this Agreement, either in law or in equity, by suit, action, mandamus, or other proceeding may enforce or compel the performance of this Agreement, or have other such relief for the breach thereof as may be authorized by law or that by law or in equity is available to them.

XV

NOTICES

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the VILLAGE:

1. Village President
418 Main Street
Lemont, IL 60439
2. Village Clerk
418 Main Street
Lemont, IL 60439
3. Village Administrator
418 Main Street
Lemont, IL 60439

For OWNER:

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Or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

XVI

CERTIFICATES OF OCCUPANCY

1. Within five (5) days after request by OWNER for a final inspection of a building within the TERRITORY, the VILLAGE shall issue a final certificate of occupancy for such building or issue a letter of denial of a certificate of occupancy identifying the correction necessary as a condition of a certificate of occupancy and specifying the section of the Building Code relied on by the VILLAGE in its request for correction.

2. The VILLAGE, in accordance with the requirements and customary practice of the VILLAGE Building Department, will grant provisional permits for structures between November 1st and June 1 if weather prevents the OWNER from completing grading, landscaping and exterior concrete or asphalt work for any such structure (it being understood that if other work remains to be done, no occupancy permit, provisional or otherwise, will be issued).

As a condition of the issuance of any such provisional occupancy permit, the OWNER shall provide the VILLAGE with a timetable (acceptable to the VILLAGE) for completion of the outstanding work, which timetable shall be deemed a part of the occupancy permit.

XVII

REIMBURSEMENT OF VILLAGE FOR LEGAL AND OTHER FEES AND EXPENSES

1. To Effective Date of Agreement. The OWNERS/DEVELOPER, concurrently with annexation and zoning of the property or so much thereof as required, shall reimburse the VILLAGE for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credits, plats, easements or other documents relating to the TERRITORY:

- a. all attorney's fees incurred by the VILLAGE; and
- b. miscellaneous VILLAGE expenses, such as legal publication costs, recording fees and copying expenses; and

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2. From and After Effective Date of Agreement. Except as provided in the paragraph immediately following this paragraph, upon demand by VILLAGE made by and through its President, OWNERS/DEVELOPER from time to time shall promptly reimburse VILLAGE, for all enumerated reasonable expenses and costs incurred by VILLAGE in the administration of the Agreement, including and limited to engineering fees, cost of any easements, attorney's fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances, and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

Such costs and expenses incurred by the VILLAGE in the administration of the Agreement shall be evidence to the OWNERS/DEVELOPER upon its request, by a sworn statement of the VILLAGE; and such costs and expenses may be further confirmed by the OWNER/DEVELOPER at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the OWNERS/DEVELOPER.

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

In the event that any third party or parties institute any legal proceedings against the OWNER/DEVELOPER and/or the VILLAGE, which relate to the terms of this Agreement, then, in that event, the OWNERS/DEVELOPER, upon written notice from VILLAGE, shall assume, fully and vigorously, the entire defense of such lawsuit and the expenses of whatever nature relating thereto: provided, however:

- a. OWNERS/DEVELOPER shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE, which approval shall not be unreasonable withheld.
- b. If the Village, in its sole discretion, determines there is or may probably be a conflict of interest between VILLAGE and OWNERS/DEVELOPER, on an issue of importance to the VILLAGE having a potentially substantial adverse affect on the VILLAGE, then the VILLAGE shall have the option of being represented by its own legal counsel. In the event the VILLAGE exercises such option, then the OWNERS/DEVELOPER shall reimburse the VILLAGE from time to time on written demand from the President of VILLAGE and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorney's fees and witnesses' fees and other expenses of litigation, incurred by the VILLAGE in connection therewith. The obligation of OWNERS/DEVELOPER to reimburse VILLAGE under the terms of this subparagraph 2 shall terminate if no such legal

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proceedings are brought within one (1) year from the date of the annexation of the TERRITORY and, further, such obligation of reimbursement shall not apply if such legal proceedings are based upon alleged errors, omissions or unlawful conduct of VILLAGE and not OWNERS/DEVELOPER.

In the event the VILLAGE institutes legal proceedings against OWNERS/DEVELOPERS for violation of this Agreement, and secured a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment all expenses of such legal proceedings incurred by the VILLAGE, including but not limited to the court costs and reasonable attorney's fees, etc., incurred by the VILLAGE in connection therewith. OWNER/DEVELOPER may, in its sole discretion, appeal any judgment rendered in favor of the VILLAGE against OWNERS/DEVELOPER.

XVIII

WARRANTIES AND REPRESENTATIONS

The OWNER represents and warrants to the VILLAGE as follows:

1. That identified on page 4 hereof is the OWNER as legal title holder.
2. That the OWNER proposes to develop the TERRITORY in the manner contemplated under this Agreement.
3. That other than the OWNER, no other entity or person has any interest in the TERRITORY or its development as herein proposed.
4. That OWNER has provided the legal description of the TERRITORY set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.

XIX

CONTINUITY OF OBLIGATIONS

Notwithstanding any provisions of this Agreement to the contrary, including but not limited to the sale and/or conveyance of all or any part of the TERRITORY by OWNER and DEVELOPER, OWNER and DEVELOPER shall at all times during the term of this Agreement remain liable to the VILLAGE for the faithful performance of all obligations imposed upon them by this Agreement until such obligations have been fully performed or until the VILLAGE, at its sole option, has otherwise released OWNER and DEVELOPER from any all of such obligations.

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XX

NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE AGREEMENT

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

XXI

VILLAGE APPROVAL OR DIRECTION

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

XXII

SINGULAR AND PLURAL

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

XXIII

SECTION HEADINGS AND SUBHEADINGS

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

XXIV

RECORDING

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A copy of this Agreement and any amendments thereto shall be recorded by the VILLAGE at the expense of the DEVELOPER within 30 days after the execution hereof.

XXV

AUTHORIZATION TO EXECUTE.

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

XXVI

AMENDMENT

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

XXVII

COUNTERPARTS

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

XXVIII

CURING DEFAULT

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It is understood by the parties hereto that time is of the essence of this Agreement. The parties to this Agreement reserve a right to cure any default hereunder within fifteen (15) days from written notice of such default.

XXIX

CONFLICT BETWEEN THE TEXT AND EXHIBITS

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

XXX

SEVERABILITY

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

XXXI

DEFINITION OF VILLAGE

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

XXXII

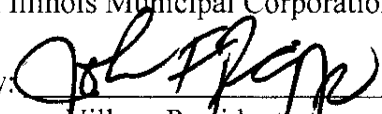
EXECUTION OF AGREEMENT

This Agreement shall be signed last by the VILLAGE and the President of the VILLAGE shall affix the date on which he signs this Agreement on page 4 hereof which date shall be the effective date of this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.


VILLAGE OF LEMONT
an Illinois Municipal Corporation

By: 
Village President

ATTEST:

By: 
Village Clerk

OWNER/DEVELOPER:



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JOHN F. PIAZZA personally known to me to be the President of the Village of Lemont, and CHARLENE M. SMOLLEN, personally known to me to be the Village clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 23rd day of January, 2005.

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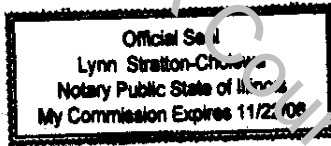
Rosemay Yates

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Albert Kenlis, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 11th day of October, 2005.



Notary Public

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

THE EAST HALF OF THE WEST HALF OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING:

THE SOUTH 5.18 METERS (17 FEET) OF THE NORTH 15.24 METERS (50 FEET) OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL CONTAINING 260.0027 SQUARE METERS (2798.65 SQUARE FEET), MORE OR LESS, OR .02601 HECTARE 9.064 ACRES) MORE OR LESS

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EXHIBIT G



Village of Faith

Village of Lemont

418 Main Street • Lemont, Illinois 60439

December 6, 2005

Mayor
John F. Piazza

Village Clerk
Charlene M. Smollen

Trustees
Debby Blatzer
Peter Coules
Clifford Miklos
Brian Reaves
Ronald Stapleton
Jeanette Virgilio

Administrator
Gary C. Holmes

Administration
phone (630) 257-1590
fax (630) 243-0958

Building Department
phone (630) 257-1580
fax (630) 257-1598

Community Development
phone (630) 257-1595
fax (630) 257-1598

Engineering Department
phone (630) 257-2532
fax (630) 257-3068

Finance Department
phone (630) 257-1550
fax (630) 257-1598

Police Department
416 Main Street
phone (630) 257-2229
fax (630) 257-5087

Public Works
14574 127th Street
phone (630) 257-2532
fax (630) 257-3068

www.lemont.il.us

Mr. Peter A. Krumins
Planner
Village of Lemont
418 Main Street
Lemont, Illinois 60439

Re: **Prairie Knolls PUD**
Prairie Lane Escrow

Dear Peter:

I have calculated the cost of the west side Prairie Lane public improvements to be as follows:

1. Portland Cement Concrete Sidewalk, 5 Inch 582 ft. x 5 ft. wide = 2910 SF @ \$5.50/SF	\$ 16,005.00
2. Parkway Trees 15 EA @ \$500.00/EA	7,500.00
3. Sodding $\frac{10 \text{ ft.} \times 566 \text{ ft.}}{9} = 629 \text{ SY} @ \$5.00/\text{SY}$	3,145.00
4. Topsoil Placement, 4" 629 SY @ \$4.00/SY	<u>2,516.00</u>
TOTAL.....	\$ <u>29,166.00</u>

Please call if I can be of further assistance, or should you have any questions concerning this matter.

Sincerely,

VILLAGE OF LEMONT


James L. Cainkar, P.E., P.L.S.
Acting Village Engineer

JLC/debi

cc: Mr. James Brown, Community Development Director
Mr. Dan Fielding, Director of Public Works
Project File No. 05482