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PREANNEXATION AGREEMENT

INTRODUCTION.

1. This Agreement entered into this 24th day of June, 1986, by and between the Village of Tinley Park, Illinois, a municipal corporation (hereinafter referred to as the "Village"), and Clearview Construction Corporation, an Illinois corporation (hereinafter referred to as "Developer").

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

> The West 1/2 of the Northeast 1/4 of Section 23, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, excepting the North 650.00' feet thereof and excepting that part described as follows: The South 70.00' of the North 900.00' feet of the West 100.00' feet of the West 1/2 of the Northeast 1/4 of said Section 23, and excepting therefrom, the following described parcel: beginning at the Northeast corner of said West 1/2 of the Northeast 1/4 of Section 23, thence South along the East line of West 1/2 of the Northeast 1/4, a distance of 2659.26' feet to the South line of said Northeast 1/4; thence West along said South line of the Northeast 1/4, a distance of 215.00' feet; thence North along a line which is 215.00' feet West of (Meas. at right angels to) parallel with said East line of the West 1/2 of the Northeast 1/4, a distance of 1429.65' feet to an angle point; thence Northeasterly along a straight line a distance of 1231.23' feet to a point on the North line of said West 1/2 of the Northeast 1/4 of Section 23, which point is 148.81' feet West of the point of beginning, thence East along said North line of the West 1/2 of the Northeast 1/4 to the point of beginning, all in Cook County, Illinois.

The said property is hereinafter referred to as the "Subject Property". PIN # 27-23-200-005

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3. The Subject Property is located in the unincorporated portion of Cook County, Illinois and is bounded generally by almost 159th Street on the north, by the Commonwealth Edison Right-of-Way on the east, on the south by the Tanbark Subdivision, and by 84th Avenue on the west. The Subject Property contains

Box 333
ATTN. C. Pichla
UNIT L.

approximately 51.7 acres and is contiguous with the Village of Tinley Park.

4. Legal title to the Subject Property is vested in the Developer.

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

RECITALS:

1. The parties hereto desire that the Subject Property be annexed to the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be developed in the manner as set forth in this Agreement with a portion of the Subject Property (legally described on EXHIBIT A attached hereto and hereby made a part hereof) under a special use permit for a Planned Unit Development to be zoned and developed under the R-3 Single-family Residential District provisions of the Tinley Park Zoning Ordinance and the remaining portion (as described on EXHIBIT B attached hereto and hereby made a part hereof) to be zoned and developed under a special use permit for a Planned Unit Development under the R-5 Low Density Residential District as more fully hereinafter provided.

2. Developer has petitioned the Village for annexation of the Subject Property to the Village and for amendments to the zoning ordinance classifying the Subject Property and granting a special use permit for a Planned Unit Development for the Subject Property as more fully hereinafter set forth.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation including the filing of a petition by

Developer requesting annexation of the Subject Property and zoning of the Subject Property to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such annexation, rezoning and granting of a special use permit for a Planned Unit Development as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

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

(a) Adoption and execution of this Agreement by ordinance;

(b) Enactment of annexation ordinances annexing the Subject Property to the Village;

(c) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the classification of the Subject Property for purposes of zoning pursuant to the terms and conditions of this Agreement and including the granting of a special use permit for a Planned Unit Development for the Subject Property;

(d) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

5. The Subject Property is not within a library district nor a fire protection district nor are any roads on the Subject Property under the jurisdiction of a township.

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

SECTION ONE: Annexation.

The Developer has filed a petition for annexation of the Subject Property to the Village pursuant to statute in such cases made and provided. The Village has by execution of this Agreement manifested its intention to annex the Subject Property pursuant to the terms and conditions of this Agreement.

Subject to the provisions of Chapter 24, Article 7, of the Illinois Revised Statutes, and such other statutory provisions as may be relevant and the Home Rule powers of the Village, the Village shall by proper ordinances, cause approval and execution of this Agreement and immediately after adoption and execution of this Agreement cause the Subject Property to be annexed to the Village. Also the Village, upon annexation, shall thereafter adopt all ordinances respecting the zoning, use and development of the Subject Property as herein provided. A plat of annexation of the Subject Property is attached hereto as EXHIBIT C. The new boundary of the Village resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

Upon the execution of this Agreement, the Developer shall do all things necessary and proper to aid and assist the Village in carrying out the terms, conditions and provisions of this Agreement and effectuate the annexation of the Subject Property to the Village.

The Village shall take all actions necessary to carry out and perform the terms and conditions of this Agreement and to effectuate the annexation of the Subject Property to the Village.

SECTION TWO: Zoning, Plan Approval and Design Standards.

A. Zoning.

1. The Village, upon annexation and necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, shall by

proper ordinance after execution of this Agreement and annexation of the Subject Property to the Village cause the portion of the Subject Property described on EXHIBIT A to be classified under the Zoning Ordinance of the Village as R-3 Single-family Residential District and that portion described on EXHIBIT B to be classified under the Zoning Ordinance of the Village as R-5 Low Density Residential District, and shall also by ordinance authorize the issuance of a special use permit for a Planned Unit Development for the Subject Property; provided, however, that Developer agrees to so plan and develop the Subject Property so as to construct for resale a total of not to exceed 69 single-family detached houses, not to exceed 96 condominium units, and not to exceed 134 single family attached residences (ranches and villas), which condominium units shall not exceed 3 stories or 35 feet (whichever is lower) in height, and which shall be in conformance with the land plan of development hereto attached as EXHIBIT D. Provided, however, at the discretion of the Developer, the Developer shall be allowed to eliminate the southerly three (but not less than three) condominium buildings (36 units) located along the east border of the Subject Property (as shown on EXHIBIT D) and shall be allowed to build in lieu thereof and at the same location additional single-family attached residential units not to exceed 28 units (not buildings). The Developer is prohibited from renting any of such single family attached residences and condominiums; provided, however, if economic conditions at any one time require the rental of any of the dwelling units, Developer shall be entitled to rent up to a maximum of twelve (12) individual dwelling units (not twelve (12) buildings) for a total renting period or periods not to exceed two years, and further provided that Developer must give the Village at least 30 days prior written notice of its intent to rent.

2. The Subject Property shall be developed substantially in accordance with the land plan appended hereto and

incorporated herein as EXHIBIT D entitled "Eagle Ridge Estates", prepared by Stan Chlebicki & Associates and dated as of June 9, 1986. The Developer agrees that the Subject Property shall be developed substantially in accordance with said land plan as shown on said site plan (EXHIBIT D) as approved or as subsequently amended.

3. The area of the Subject Property to be developed for the single family attached residences and condominums shall be landscaped in full compliance with the landscape plan entitled "Eagle Ridge Estates Landscape Development Plan", prepared by J. Pizzuto Associates and dated as of June 21, 1986, which plan is hereby incorporated by reference as a part hereof and attached hereto as EXHIBIT E.

B. Plat Approval - Phasing.

The Village agrees that individual plats of portions of the Subject Property may be recorded in phases in the Office of the Recorder of Deeds of Cook County, Illinois. At the discretion of Developer, each phase or combination of phases may be considered a separate subdivision, providing such subdivision as proposed complies with all provisions of this Agreement and the Subdivision Regulations Ordinance of the Village and further provided the Plan Commission of the Village has reviewed any such plat of subdivision, has recommended its approval to the Village Board as being in compliance with this Agreement and the applicable provisions of the Subdivision Regulations Ordinance, and provided that the Village Board approves such plat as being in full compliance with the applicable provisions of this Agreement and the Subdivision Regulations Ordinance.

SECTION THREE: Utility Recaptures.

A. In accordance with the Village's policy of providing recapture to developers who have extended and/or oversized sewer, water and other utilities or public improvements beyond their territory to serve other territories, and particularly, the

territory to be annexed to the Village by this Agreement, Developer shall pay to the Village all sums of money due to other developers who are entitled to recapture for extending and/or oversizing utilities or public improvements to serve the Subject Property in accordance with and limited to the schedule set forth below.

The following recaptures which include all interest, shall be paid upon passage and approval and execution of this Agreement.

Recaptures	Total Amount Due*
Lift Stations	
171st and 80th (666.86 per gross acre)	$34,476.66
Hartz (163rd & 84th) ($1,155.03 per gross acre)	59,715.05
Water Mains	
84th Avenue ($286.40 per gross acre)	14,806.88
159th Street ($647.42 per gross acre)	33,471.61
Storm Sewer	
(from Pond D to outfall west of 84th Avenue) ($470.00 per gross acre)	24,299.00
TOTAL AMOUNT DUE ON ANNEXATION	$166,769.20

*Includes applicable interest

SECTION FOUR: Contributions.

Upon the issuance of each building permit, Developer shall make the following contributions, which are payable to the Village on behalf of the following:

	Per Single Family Detached, Attached or Condominium Unit
Sewer and Water Construction Fund	$300.00
Elementary School District No. 140	$150.00
Tinley Park Volunteer Fire Dept.	$ 50.00
Tinley Park Board of Library Directors	$ 50.00
Tinley Park Park District	$ 50.00
E.S.D.A. Siren System	$ 15.00

SECTION FIVE: Storm Water Retention/Detention.

Storm water run-off emanating from the Subject Property shall be retained in the proposed storm water retention or detention area located on the Subject Property as designated by the Village as Pond D.

The Subject Property is tributary to the central detention/retention facilities located on the Subject Property. The design criteria, construction and maintenance for the storm sewers (on-site) shall meet all standards of the Village currently in force as of the date of this Agreement and of the Metropolitan Sanitary District and shall be completed by the Developer at its expense.

The Developer shall also be required to construct the proposed Pond D at the location designated by the Village. The design criteria, construction and maintenance for the storm water retention/detention facilities and Pond D shall meet all standards of the Village and the Metropolitan Sanitary District currently in force as of the date of construction and shall be completed by the Developer at its expense, provided, however, the Village will pay to the Developer at the time of completion of Pond D and its acceptance by the Village the pro rata share (based on acreage served) of the cost of said Pond D benefitting other properties, which amount has been contributed by developers of other land to be serviced by Pond D, such share to be as determined by the Village Engineer. In no event shall such amount exceed $83,131.00. The storm water retention/detention area located on the Subject Property shall be conveyed to the Village at the time of completion of the retention/detention improvements and acceptance of such improvements by the Village. The Developer will be required to maintain the on-site retention/detention facility until such time as it has been completed and conveyed to and accepted by the Village.

Upon recording of the first plat of subdivision for any phase as herein provided, Developer shall be required to construct such on-site retention/detention facility at the location determined and designated by the Village as indicated on EXHIBIT D in accordance with the engineering plans approved by the Village and shall have the same completed, except for sodding, prior to the issuance of any occupancy permit.

Developer shall also be required, if requested by the Village, to oversize the storm sewer to be located along the south property line of the Subject Property in order to serve other property in the area (such line to be extended north to Detention Pond D). If so requested by the Village, the Developer shall be entitled to recapture the cost of said oversizing from the owners of the property (ies) which benefit from the oversizing. The amount of the recapture, which will be based on acreage served, the area from which the recapture will be obtained, the time when such recapture shall be collected, and other terms and conditions of the recapture will be established by the Village at a subsequent time by the adoption of an appropriate recapture ordinance. A separate agreement shall, if requested by the Developer, be entered into with the Developer including the terms set forth in the ordinance, which agreement will be in a form approved by the Village attorney.

SECTION SIX: 84th Avenue

The Developer shall improve 84th avenue at its expense. Such construction shall consist of an addition of a 12 foot lane on the east side of 84th Avenue, together with curbs and gutters and related storm sewer improvements, all in accordance with Village and Cook County standards for construction and also in accordance with engineering plans approved by the Village.

SECTION SEVEN: Easements.

The Developer agrees at the time of approval of the Annexation Agreement to grant to the Village, and/or obtain grants to

the Village of, all necessary easements for the extension of sewer, water, or other utilities, or for other improvements which may serve not only the Subject Property, but other territories in the general area. It shall be the responsibility of the Developer to obtain all easements, both on site and off site, necessary to serve the Subject Property.

SECTION EIGHT: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property annexed and of each lot respectively encompassed by this Agreement 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 of each lot is issued. Planning and engineering designs and standards, and road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Tinley Park at such time. Provided, however, the Developer shall be permitted in connection with the single-family attached residential units but not the condominiums, to use wood floor joists, wood studs, and a metal channel wall framing system for the firewalls in constructing the buildings hereunder notwithstanding the provisions of Section 208,A of the Building Codes of the Village, except that Developer shall fully comply with Section 208,A,2 of the Building Codes of the Village. Further provided, however, that Developer shall also be exempt, in connection with the single-family attached residential units but not the condominiums, from the requirements of Section 208,A,4 of the Building Codes which provides that all exterior wall construction shall be of masonry and prohibiting brick veneer construction.

SECTION NINE: Dedication of Streets.

The Developer shall provide access to each site and all interior streets within the Subject Property either by dedicated streets or private drives in accordance with EXHIBIT D. Any street right-of-way not already dedicated at the time of annexation shall be dedicated in the final plats for each phase and the Village shall accept the dedication of any such street right-of-way upon completion of the street improvements and acceptance of the improvements by the Village. The Village hereby agrees to accept 60 feet right-of-ways rather than the required 66 feet for the proposed extension of 161st Place and all streets north of 161st Place on the Subject Property, with the express understanding and agreement that all streets south of 161st Place (as extended) on the Subject Property shall have a dedicated 66 feet right-of-way. The Village shall accept the construction of streets, upon the completion by Developer of said improvements in accordance with the Village's Subdivision Regulations Ordinance. The final wearing surface of dedicated streets shall not be installed until a period of twelve (12) months after installation of the base. Upon completion of the street and prior to acceptance by the Village, Developer shall be responsible for keeping the streets free from construction debris and for repair of damages to the street caused by Developer's construction traffic.

Developer shall dedicate a right-of-way of 50 feet for 84th Avenue.

SECTION TEN: Water Supply.

Developer shall be required to construct at its expense all necessary water mains to service the Subject Property in accordance with the Subdivision Regulations Ordinance of the Village and engineering plans approved by the Village.

SECTION ELEVEN: Sanitary Sewers.

Developer shall be required to construct at its expense all necessary sanitary sewers to service the Subject Property in

accordance with the Subdivision Regulations Ordinance of the Village and engineering plans approved by the Village. The Developer shall also be required, if requested by the Village, to oversize the sanitary sewer(s) that will service the Subject Property in order to serve the adjoining property to the east. If so requested by the Village, the Developer shall be entitled to recovery of said oversizing from the property which benefits from the oversizing. The amount of recapture, the area from which the recapture will be obtained, and the other terms and conditions of the recapture will be established by the Village at a subsequent time by the adoption of an appropriate recapture ordinance. A separate agreement shall, if requested by the Developer, be entered into with the Developer including the terms set forth in the ordinance, which agreement will be in a form approved by the Village attorney.

SECTION TWELVE. Utilities.

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

SECTION THIRTEEN: Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of twenty (20) years from the date of execution hereof and any extended time that may be agreed to by amendment.

This Agreement shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois, at Developer's expense.

The terms and conditions of this Agreement relative to the payment of monies to the various Village recapture funds, contributions to the Village, granting of easements to the Village, dedication of rights-of-way to the Village and the developmental

standards established herein shall constitute covenants which shall run with the land.

SECTION FOURTEEN: 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
   Village Hall
   17355 South 68th Court
   Tinley Park, Illinois 60477

2. Village Clerk
   Village Hall
   17355 South 68th Court
   Tinley Park, Illinois 60477

3. Klein, Thorpe and Jenkins, Ltd.
   180 North LaSalle Street
   Chicago, Illinois 60601
   Attention: Terrence M. Barnicle

For the Developer:

1. Clearview Construction Corporation
   6840 W. 157th Street
   Tinley Park, Illinois 60477

2. Mr. Harry E. De Bruyn
   De Bruyn, Locke, Voorn & Taylor, Ltd.
   12000 South Harlem Avenue
   Palos Heights, Illinois 60463

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

SECTION FIFTEEN: Model Units.

Developer shall have the right to construct residential model units, sales offices and other appurtenant facilities, upon acceptance of a Planned Unit Development plan encompassing that portion of the property upon which same are proposed to be constructed. It is understood that in the event Developer constructs model units that the units ultimately constructed for sale shall be in substantial conformance with said model units.

SECTION SIXTEEN: Signs.

After application is made to the Village's Zoning Administrator, and all required fees are paid, the Village will permit Developer to erect and maintain up to 1500 square feet of outdoor advertising signs for this proposed development only, each to be not more than 10' x 20', double-faced in size, to be no higher than 14' from top of the sign to ground level, and may be exteriorly illuminated, and to be located on the Subject Property for the duration of Developer's sales program. Locations of said signs shall be in accordance with the Village's Sign Ordinance and shall have reasonable setbacks from streets and highways as the interest of safety may require. The Village shall have the right to compel removal of, and Developer shall so remove, such signs within 90 days after the last building permit is issued, or within 4 years from the date of this Agreement, whichever occurs later; provided, however, Developer shall in any event remove such signs no later than the time its development and all dwelling units are completely sold.

SECTION SEVENTEEN: Conveyance, Dedication and Donation of Real Estate and Certain Personal Property.

For the conveyance or dedication of the land required for the Detention Pond D, which shall be conveyed or dedicated by the Developer to the Village (or other governmental authority designated by the Village), under this Agreement, such shall be made in conformance with the following requirements and any other applicable provisions of this Agreement:

A. Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title.

B. Merchantable Title. Title to the real estate shall be good and marketable.

C. Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed, plat of dedication, or appropriate dedication on

a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:

(1) covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;

(2) terms of this Agreement;

(3) general taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of prior year's taxes is not determinable at the time of delivery, conveyance or dedication; and

(4) such other exceptions acceptable to the grantee.

D. Title Insurance. Grantor, shall provide to grantee, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from Chicago Title Insurance Company or such other title insurance company acceptable to the grantee. The commitment for title insurance shall be in usual and customary form subject only to:

(1) the usual and customary standard exceptions contained therein;

(2) taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication;

(3) subparagraphs 1 and 2 of paragraph C above; and

(4) such other exceptions as are acceptable to the grantee.

The commitment for title insurance shall be in the amount of $40,000.00 and shall be dated not less than twenty (20) days prior to the time for delivery of the deed, conveyance or dedication. Grantor shall further cause to be issued within thirty (30) days after delivery of the deed, conveyance or dedication a title insurance policy in such amount from the company issuing the commitment for title insurance, subject only to the exceptions stated above.

All title insurance charges herein provided shall be borne by Developer.

E. Taxes, Liens, Assessments, Etc.

General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed prior to delivery of the deed, conveyance or dedication. To the extent that any such item cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, Developer hereby covenants that it will promptly pay the same upon determination of such amount and that it will indemnify, hold harmless and defend the Village against any loss or expense, including but not limited to attorneys' fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.

F. Delivery of Deed, Conveyance or Dedication.

To the extent not provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to Grantor and Village, otherwise at a date, time and place set by Village not less than thirty (30) days after notice thereof is given by Village to Grantor.

SECTION EIGHTEEN: Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

The 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 credit, plats, easements or other documents relating to the Subject Property:

(1) the costs incurred by the Village for engineering services; and

(2) all attorneys' fees incurred by the Village; and

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

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

Notwithstanding the immediately preceding paragraph, 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 Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the Developer, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. 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.

2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then 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 attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Developer for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Developer all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Developer.

SECTION NINETEEN: <u>Warranties and Representations.</u>

The Developer represents and warrants to the Village as follows:

1. That the legal title holder and the owner of record of the Subject Property is Clearview Construction Corporation, an Illinois Corporation; and

2. That the Developer proposes to develop the Subject Property in the manner contemplated under this Agreement.

3. That other than the Developer, no other entity or person has any interest in the Subject Property or its development as herein proposed.

4. That Developer has provided the legal descriptions of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.

SECTION TWENTY: Continuity of Obligations.

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

SECTION TWENTY-ONE: No Waiver or Relinquishment of Right to Enforce Agreement

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

SECTION TWENTY-TWO: Village Approval or Direction.

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all

requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

SECTION TWENTY-THREE: Singular and Plural.

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

SECTION TWENTY-FOUR: Section Headings and Subheadings.

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

SECTION TWENTY-FIVE: Recording.

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

SECTION TWENTY-SIX: Authorization to Execute.

The officers of Developer executing this Agreement warrant that they have been lawfully authorized by their Board of Directors to execute this Agreement on behalf of said Clearview Construction Corporation. 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 Developer 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 or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION TWENTY-SEVEN: Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no

subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

SECTION TWENTY-EIGHT: Counterparts.

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

SECTION TWENTY-NINE: Curing Default.

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

SECTION THIRTY: Conflict Between the Text and Exhibits.

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

SECTION THIRTY-ONE: Severability.

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

SECTION THIRTY-TWO: Definition of Village.

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

SECTION THIRTY-THREE: Execution of Agreement.

This Agreement shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he

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signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

ATTEST:

Frank W. Lumerajc
Village Clerk

DATED: June 24, 1986

VILLAGE OF TINLEY PARK

By Edward J. Zabrocki
Village President

CLEARVIEW CONSTRUCTION CORPORATION

By: Peter Voss
President

ATTEST:

Peter Voss Jr.
Secretary

DATED: 6/24/86

ACKNOWLEDGMENTS

STATE OF ILLINOIS)

COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named President and _____ Secretary of the Clearview Construction Corporation, an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and _____ Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that said _____ Secretary, as custodian of the corporate seal of said corporation caused the corporate seal of said corporation to be affixed to said instrument as said _____

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Secretary's own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 24 date of June, 1986.

Commission expires 6/20, 1987. Notary Public

STATE OF ILLINOIS)
)
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward Zabrocki, personally known to me to be the President of the Village of Tinley Park, and Frank W. German, Jr., 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 5th day of September, 1986.

Commission expires Sept. 1, 1988. Notary Public

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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The West 1/2 of the Northeast 1/4 of Section 23, Township 36 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, excepting the North 650.00' feet thereof and excepting that part described as follows: The South 70.00' of the North 900.00' feet of the West 100.00' feet of the West 1/2 of the Northeast 1/4 of said Section 23, and excepting therefrom, the following described parcel: beginning at the Northeast corner of said West 1/2 of the Northeast 1/4 of Section 23, thence South along the East line of West 1/2 of the Northeast 1/4, a distance of 2659.26' feet to the South line of said Northeast 1/4; thence West along said South line of the Northeast 1/4, a distance of 215.00' feet; thence North along a line which is 215.00' feet West of (Meas. at right angels to) parallel with said East line of the West 1/2 of the Northeast 1/4, a distance of 1429.65' feet to an angle point, thence Northeasterly along a straight line a distance of 1231.23' feet to a point on the North line of said West 1/2 of the Northeast 1/4 of Section 23, which point is 148.81' feet West of the point of beginning, thence East along said North line of the West 1/2 of the Northeast 1/4 to the point of beginning, all in Cook County, Illinois.

EXHIBIT A

EXHIBIT "B"

LEGAL DESCRIPTION R-5 MULTI-FAMILY

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 THENCE NORTH 0°0'0" EAST, 775.60' FT. TO THE POINT OF BEGINNING: THENCE CONTINUING NORTH 0°0'0" EAST, 1243.39' FT.; THENCE SOUTH 89°48'31" EAST, 1152.09' FT.; THENCE SOUTH 3°03'51" EAST, 593.24' FT.; THENCE SOUTH 0°0'49" WEST, 475.19' FT.; THENCE NORTH 89°59'11" WEST, 163.62' FT.; THENCE SOUTH 7°46'18" EAST, 30.75' FT. TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 700.00' FT., AN ARC DISTANCE OF 95.11' FT. (THE CHORD BEARING SOUTH 3°52'45" EAST, 95.04' FT.) THENCE SOUTH 0°0'49" WEST, 32.77' FT.; THENCE NORTH 89°38'30" FT. WEST, 967.23' FT. TO THE POINT OF BEGINNING. (EXCEPT THE SOUTH 70.00' FT. OF THE NORTH 250.00' FT. OF THE WEST 100.00' FT. OF THE WEST 1/2 of SAID NORTHEAST 1/4).

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EXHIBIT B

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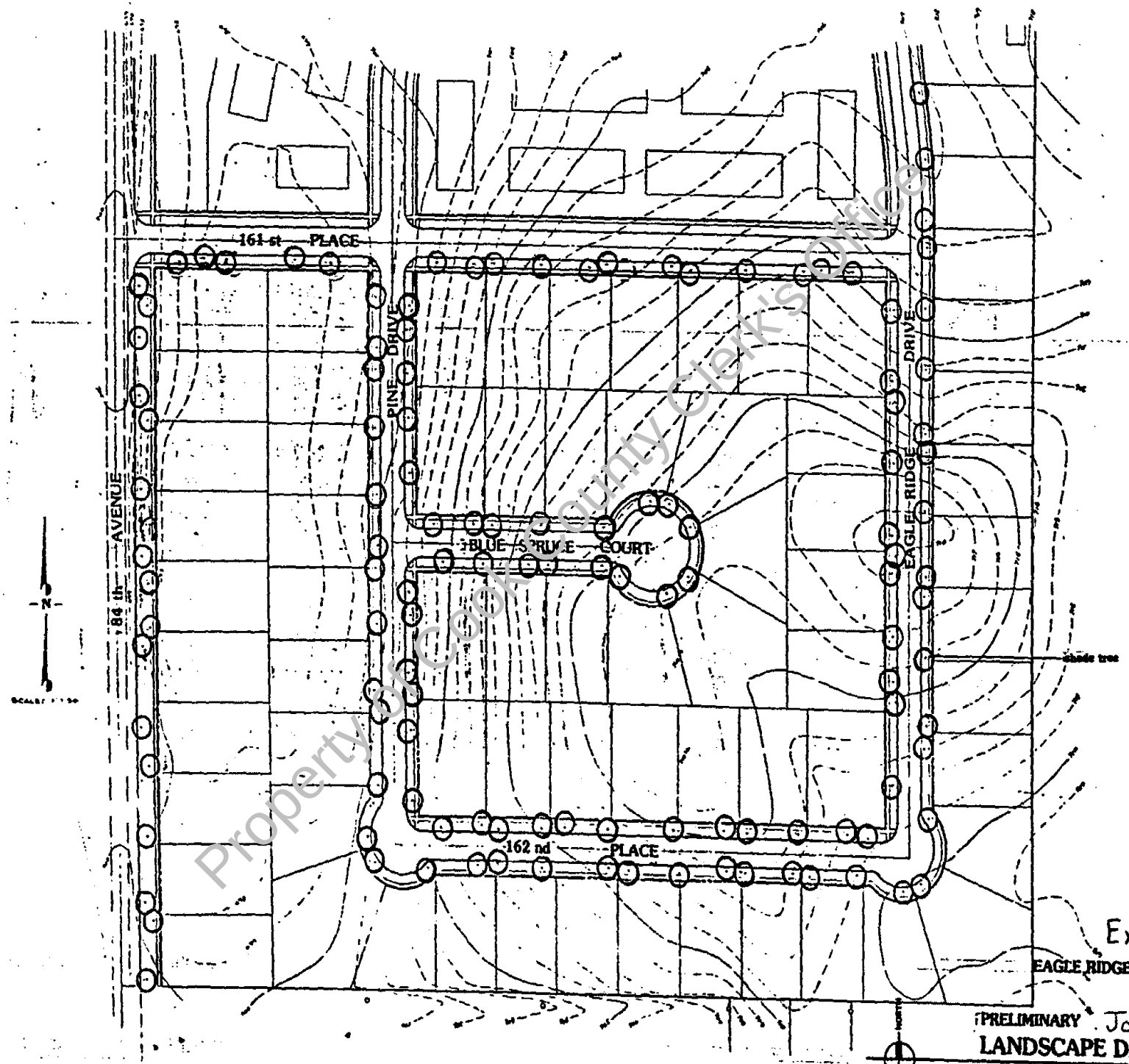

EXHIBIT E

EAGLE RIDGE ESTATES TINLEY PARK, IL

PRELIMINARY Joe Pizzuto

LANDSCAPE DEVELOPMENT PLAN

6-21-86

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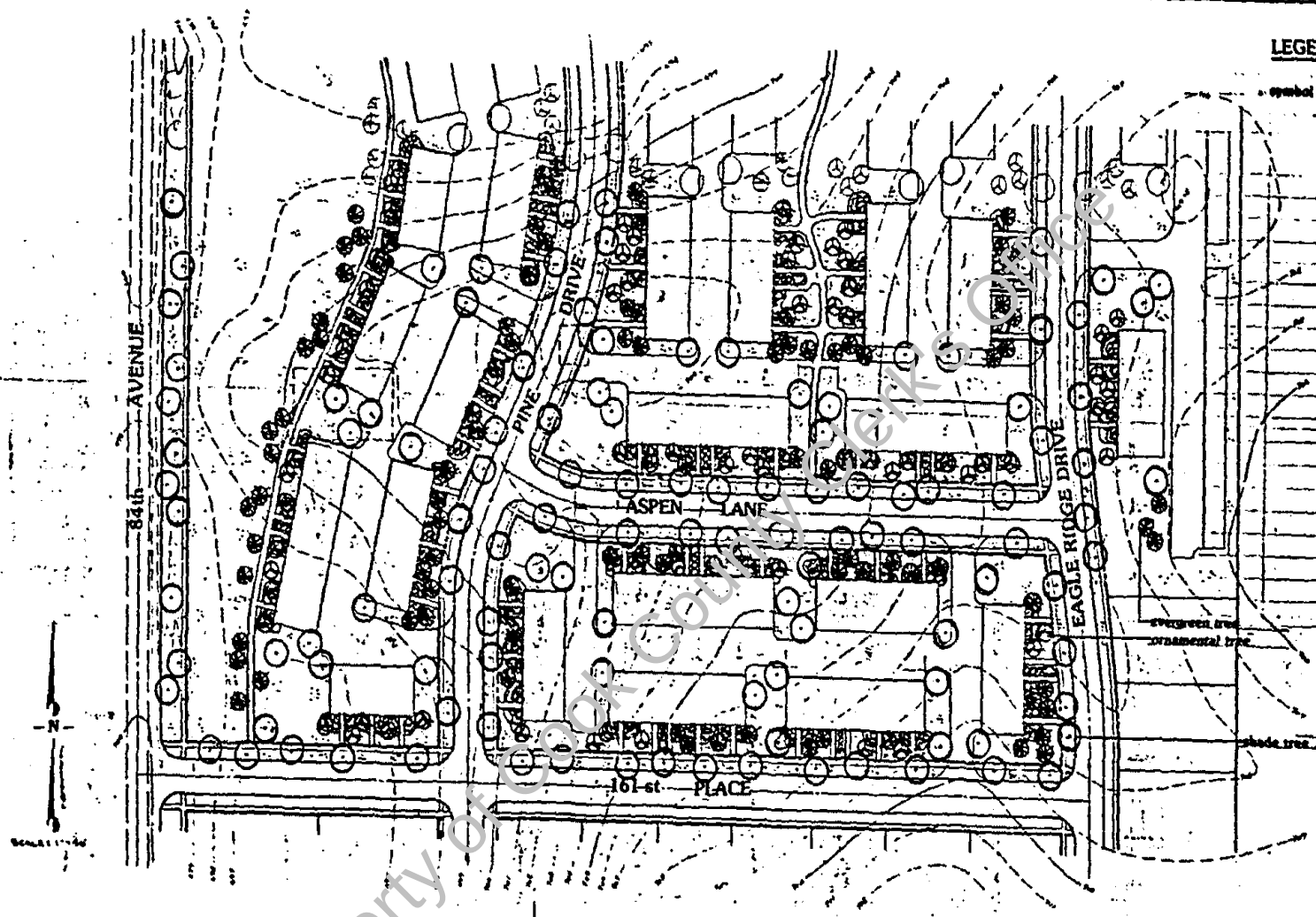

LEGEND

symbol	description	quantity	size
	shade tree	413	2 1/2"
	e.g. SEEDLESS ASH, THORNLESS HONEYLOCUST, AND LITTLELEAF LINDEN		
	evergreen tree	169	5'
	e.g. AUSTRIAN PINE, COLORADO GREEN SPRUCE, AND SCOTCH PINE		
	ornamental tree	171	5'
	e.g. RIVER BIRCH, JAP. FLOWERING CRABAPPLE, AND BRADFORD PEAR		
	deciduous shrub	342	15-18"
	e.g. FRORIEL SPIREA, POTENTILLA, ALPINE CURRANT, REDTWIG DOGWOOD, WINGED EUONYMUS, AND VIBURNUM		
	evergreen shrub	638	15-18"
	e.g. COMPACT PITZER, MUGHO PINE, PROSTRATE JUNIPER, DENSE YEW		
	sodded	56,135 sq. yds.	

EXHIBIT E

EAGLE RIDGE ESTATES TINLEY PARK, IL

PRELIMINARY Joe Pizzuto

LANDSCAPE DEVELOPMENT PLAN

6-21-86

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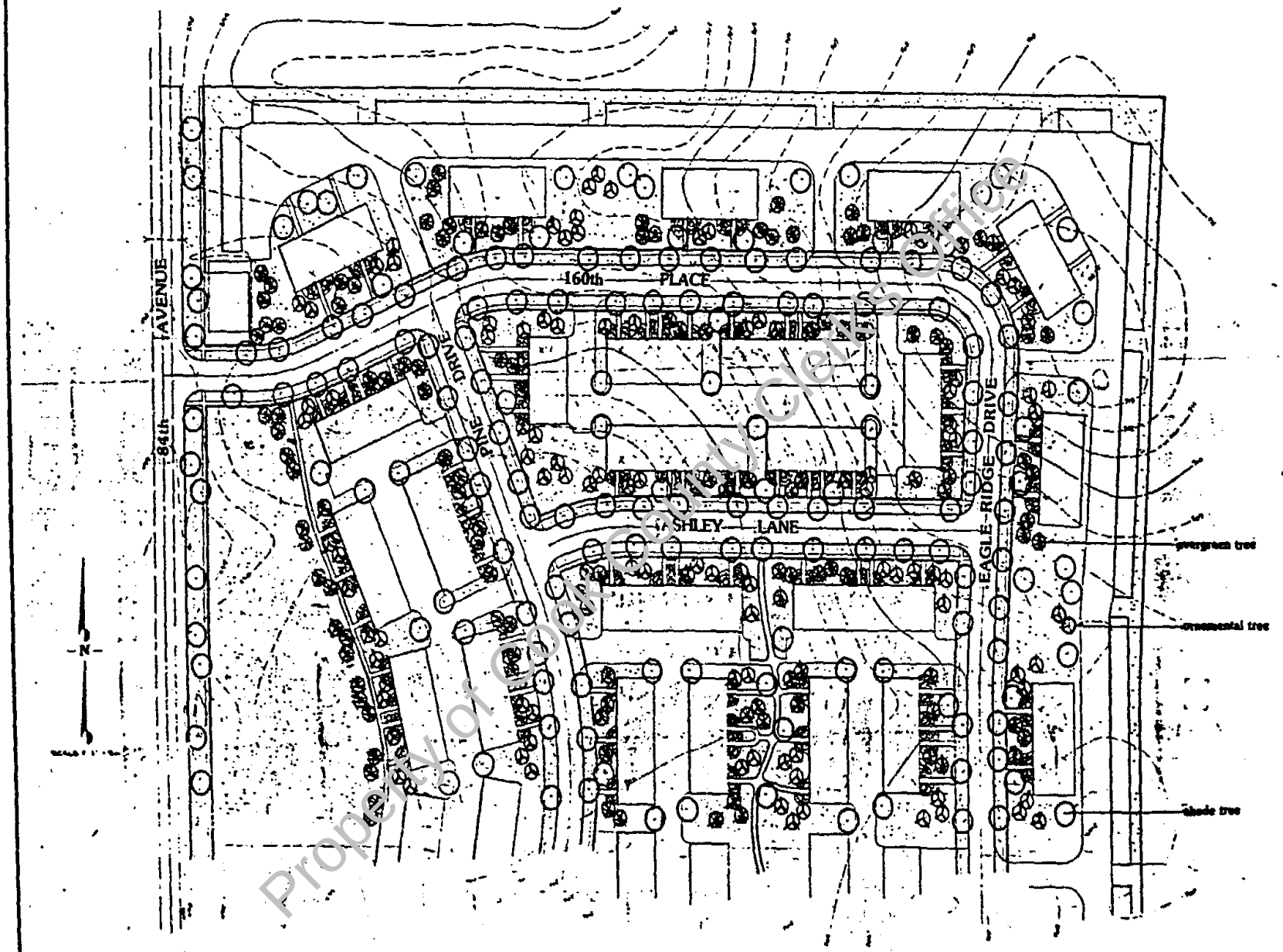

EXHIBIT E

EAGLE RIDGE ESTATES TINLEY PARK, IL.

PRELIMINARY Joe Pizzuto

LANDSCAPE DEVELOPMENT PLAN

6-21-86

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