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Official Business Of The
Village Of Tinley Park
~~1825 S. Oak Park Ave.~~ Attorney
16250 S. Oak Park Ave.
Tinley Park, IL 60477

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FOR RECORDER'S USE ONLY

PLAT WITH THIS DOCUMENT

RESOLUTION NO. 95-R-029

"RESOLUTION AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT - CAMELOT"

REPT-01 RECORDING \$181.00

T45555 TRAN 6914 01/31/96 16134100

44125 # JJ #-96-083268

COOK COUNTY RECORDER

P.I.N.: ~~27-35-102-001~~

ADDRESS: 179th St. & 84th Avenue, Tinley Park, IL 60477

27-35-3100-001

27-35-301 002

27-35-400-008

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RECORDING FEE \$ 181.00

DATE 1-31-96

MAIL TO RECORDER'S BOX 324

DK DR

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DEPT-01 RECORDING
188888 TRAN 2012
01/31/04 16:22:00
44125 # JJ # 96-083228
COOK COUNTY RECORDER

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.
COUNTY OF WILL)

CLERK'S CERTIFICATE

I, FRANK W. GERMAN, JR., the duly elected, qualified, and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of that Resolution now on file in my office, entitled:

RESOLUTION NO. 95-R-029

"RESOLUTION AUTHORIZING THE
EXECUTION OF AN ANNEXATION AGREEMENT - CAMELOT"

which Resolution was adopted by the Board of Trustees of the Village of Tinley Park at a regular meeting held on, the 21st day of November, 1995, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 21st day of November, 1995

I further certify that the vote on the question of the adoption of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:


AYES: DIBERNARDO, FULTON, HANNON, REA, SEAMAN, VANDENBERG

NAYS: NONE

ABSENT: NONE

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 24th day of November, 1995.


Frank W. German, Jr.
Village Clerk

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RESOLUTION NO. 95-R-029

RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT - CAMELOT

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did hold a public hearing to consider an annexation agreement for the annexation of certain property not presently within the corporate limits of any municipality but contiguous to the Village of Tinley Park, a true and correct copy of such Annexation Agreement (the "Annexation Agreement") being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the aforesaid public hearing was held pursuant to legal notice as required by law, and all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Annexation Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

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Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Annexation Agreement - Camelot" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and behalf of said Village of Tinley Park the aforesaid Annexation Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21st day of November, 1995, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: DIBERNARDO, FULTON, HANNON, REA, SEAMAN, VANDENBERG

NAYS: NONE

ABSENT: NONE

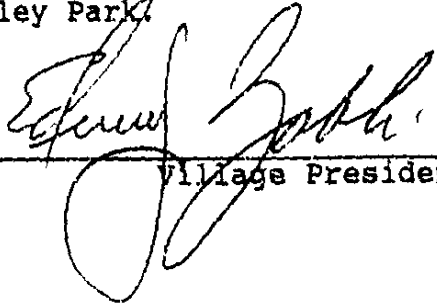
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APPROVED this 21st day of November, 1995, by the
President of the Village of Tinley Park.



Village President

ATTEST:



Village Clerk

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EXHIBIT 1.

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ANNEXATION AGREEMENT (CAMELOT)

INTRODUCTION

1. **THIS AGREEMENT** entered into this 21st day of November, 1995, by and between the **VILLAGE OF TINLEY PARK, ILLINOIS**, a Municipal Corporation (hereinafter referred to as the "Village"), and the **FIRSTAR BANK ILLINOIS**, as Successor Trustee to First Colonial Trust Company, successor Fiduciary to Burbank State Bank, Trustee under a Trust Agreement dated October 15, 1985, and known as Trust No. 882 S, and **FIRST NATIONAL BANK OF EVERGREEN PARK**, as Trustee under a Trust Agreement dated November 1, 1983, and known as Trust No. 7573 and **HARTZ CONSTRUCTION COMPANY, INC.**, as the sole beneficiary under said Trust No. 7573 (hereinafter collectively referred to as the "Owner"); and **HARTZ LAND COMPANY LP**, an Illinois limited partnership, and **HARTZ LAND DEVELOPMENT CORP.**, an Illinois corporation, being the general partner of said limited partnership (hereinafter collectively referred to as "Developer").

2. The Property subject to this Agreement and legal title to which is vested in the Owner (excepting such portions as is dedicated to the public) is legally described on **EXHIBIT A** attached hereto which is hereby expressly made a part of this Agreement. The said property is hereinafter referred to as the "Subject Property".

3. The Subject Property consists of approximately 159 acres and is located in unincorporated Cook County, Illinois, and is

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bounded by 179th Street on the furthestmost northerly point, by 88th Avenue on the west, on the furthestmost southerly point by 183rd Street and by 84th Avenue on the east. The actual boundaries of the Subject Property are irregular.

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

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.

6. Hartz Construction Company, Inc., as sole beneficiary under the aforesaid Trust Nos. 882-B and 7573, is an Illinois corporation, and Hartz Land Company, LP, with Hartz Land Development Corp. as its general partner, is the proposed Developer of the Subject Property, and it shall take all appropriate action and cause its appropriate officers to execute all appropriate documents to fulfill all of the obligations and duties of Developer set forth in this Agreement, including all appropriate letters of direction to the aforesaid Trustees.

RECITALS:

1. The parties hereto, being the Village, the Owner, and the Developer desire that the Subject Property be annexed to the Village, subject to the terms and conditions as hereinafter set forth, which Subject Property is legally described on EXHIBIT A

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attached hereto and hereby made a part hereof, and that the Subject Property be developed in the manner as set forth in this Agreement, with a portion of the Subject Property (consisting of approximately 132.62 acres) to be zoned and granted a special use for a planned development and developed under the R-3 Single-family Residential District provisions of the Tinley Park Zoning Ordinance, and the remaining portion (consisting of approximately 26.38 acres) to be zoned and developed under the R-6 Medium Density Residential District provisions of the Tinley Park Zoning Ordinance and granted a special use for a planned development under said classification.

2. Developer and Owner have petitioned the Village for annexation of the Subject Property to the Village and for amendments to the Zoning Ordinance of the Village classifying the Subject Property and granting special use permits as more fully hereinafter provided.

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 petitions by Owner requesting annexation of the Subject Property and zoning of the Subject Property, granting of special uses and granting of variations, 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 variations and special uses as

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herein provided, including all hearings as are necessary to effectuate the 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 resolution;
- (b) Enactment of an annexation ordinance 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 the granting of variations and special use permits as herein provided;
- (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 does not lie within any library district or fire protection district, and there are no township roads lying within the Subject Property or adjacent thereto, and therefore no notice is required to be given in connection with the annexation of the Subject Property (except notice regarding the public hearing on this Agreement).

6. The parties hereto have determined that it is in the best interests of the Village, the Developer and the Owner and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of

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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 Owner and the Developer have filed a petition for annexation of the Subject Property to the Village pursuant to statute in such cases made and provided.

Subject to the provisions of Chapter 65, Article 7, of the Illinois Compiled Statutes, (65 ILCS 5/7-1-1 et seq.), and such other statutory provisions as may be relevant and the Home Rule powers of the Village, the Village shall by proper resolution and ordinance cause approval and execution of this Agreement and thereafter annexation of the Subject Property 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 B. 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

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and effectuate the annexation of the Subject Property to the Village.

SECTION TWO: Zoning, Design Standards and Plat Approval.

A. Zoning.

The Village, upon annexation of the Subject Property 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 a portion of the Subject Property (approximately 132.62 acres) to be classified under the Zoning Ordinance of the Village as R-3 Single-family Residential District and a portion (approximately 26.38 acres) to be classified under the Zoning Ordinance of the Village as R-6 Medium Density Residential District, and the Village further agrees to issue special use permits for planned developments for the property so reclassified, with separate special use permits for planned developments being granted for each of said portions of the Subject Property.

B. Design Standards.

1. Notwithstanding the provisions of Section 7 hereof, it is agreed by the parties for the life of this Agreement that regarding the portion of the Subject Property to be zoned R-3 Single-family Residential District (and granted a special use for a planned unit

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development) (hereinafter referred to as the "R-3 Parcel"), Owner and Developer will be required to provide a minimum lot size of 10,000 square feet per lot. Moreover, the Developer will be required to provide an average lot size in excess of 11,000 square feet. The Developer will be permitted to construct a maximum of 309 single-family detached residential dwelling units on said R-3 Parcel. The minimum lot width at the building line shall be 85 feet for all lots, and the minimum house size permitted on the R-3 Parcel shall be 2,100 square feet, such square footage to be determined in accordance with the established practice of the Village. To the extent that the Village subsequently amends the Tinley Park Zoning Ordinance to provide for more restrictive standards in the R-3 Single-family Residential District classification in connection with minimum lot size, minimum lot width and minimum size of each residential dwelling unit, the Village agrees that for the term of this Agreement that the more restrictive standards shall not apply to the development on the Subject Property.

Owner and Developer agree that the first phase of development of the Subject Property shall consist of at least 50 single family detached residential lots on the R-3 Parcel, and that until such time as eighty percent (80%) of the homes have been constructed in such phase the minimum size of at least fifty percent (50%) of the models to be constructed in such first phase shall be 2,500 square feet, with the remainder to be in excess of 2,100 square feet. It

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is understood that a minimum of two (2) models with a minimum of 2,500 square feet shall be constructed in the first phase. The Developer agrees to attempt in good faith to market and develop said phase with houses equal to or in excess of said minimum of 2,500 square feet.

2. The Subject Property shall be developed substantially in accordance with the land plan/site plan attached hereto and hereby made a part hereof as EXHIBIT C entitled "Preliminary Plan 'Camelot'" prepared by Edmund M. Burke Engineering, Ltd. and dated as of June 20, 1995, as last revised on August 4, 1995 ("Land Plan") or as may be subsequently amended and approved by the Village.

Further, if at any time during the term of this Agreement the Owner and Developer choose to not develop any portion of the Subject Property zoned in the R-6 Medium Density Residential District (hereinafter referred to as the "R-6 Parcel") as provided herein, the Owner and Developer shall be allowed to develop said property, or any portion thereof, for single-family detached residential lots under the same standards and limitations set forth in B,1 above (the provisions for variations set forth in C below shall not apply to any of these residential lots).

3. Regarding the portion of the Subject Property to be zoned R-6 Medium Density Residential District, Owner and Developer will be entitled to construct a maximum of 160 townhome units on said R-

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6 Parcel. At a minimum, 50 percent of all townhouse dwelling units shall have a two-car attached garage accessory thereto.

C. Variations. A variation in the required rear yard of up to 5 feet shall be granted, without further public hearings, for any lot on the Subject Property which (1) is located on a cul-de-sac, (2) which has a minimum depth of less than 117 feet and (3) which backs up to open space (parks, detention and school sites but not including merely a vacant lot). Additionally, a rear yard variation of up to 10 feet shall be granted, without further public hearings, for any lot (regardless of its location) to allow for construction of single family detached units with a depth greater than 62 feet but no more than 65 feet. It is understood that the total number of variations for all phases of the R-3 single family development shall not exceed 160.

D. 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 or the Registrar of Titles of Cook County, Illinois. At the discretion of Owner and 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

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being substantially in compliance with this Agreement, and, except as modified in this Agreement, the planned unit development provisions of the Tinley Park Zoning Ordinance 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, the planned unit development provisions of the Tinley Park Zoning Ordinance and the Subdivision Regulations Ordinance.

E. Approved Building Plans.

It is understood and agreed that the Owner and Developer have submitted certain building plans (the "Building Plans") to the Village for pre-approval as conforming to the minimum square footage requirements of the Agreement. The Village has reviewed such Building Plans and finds them to be in conformance with the terms of the Agreement. The Building Plans are identified as follows:

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Plan Number Date Approved by Village

1248 JD	11/21/95
2481	11/21/95
3633	11/21/95
3634	11/21/95
9464 TP	11/21/95
9512 TP	11/21/95
2275 TP	11/21/95

Each of said Building Plans has been signed by the Building Commissioner of the Village, countersigned by the Village Manager of the Village, and signed by a duly authorized officer of the Developer. Any Building Plans bearing the same number must conform with the pre-approved Building Plans at a minimum, although it is understood that pre-approval of these Building Plans does not prevent the Owner from increasing the size of the single-family home or townhouse unit which has been pre-approved in a particular Building Plan.

Further, the above pre-approval is to square footage only, and all single-family homes and townhouse units must further comply with all other provisions of this Agreement and all other developmental codes and ordinances of the Village.

SECTION THREE: Utility Recapture.

In accordance with the Village's policy of providing recapture to the Village or developers who have extended and/or oversized

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sewer, water, central retention ponds and other utilities or public improvements beyond their territory to serve other territories, and particularly, the territory to be developed under this Agreement, and the policy of providing recapture for the construction of future central retention ponds, Developer shall pay to the Village all sums of money due to the Village or other developers who are entitled to recapture for extending and/or oversizing utilities or public improvements, or for future public improvements, to serve the Subject Property in accordance with and limited to the schedule set forth below.

1. The following recaptures, which include all interest, shall be paid by Owner and Developer within thirty (30) days from the date the Village adopts the Resolution authorizing the execution of this Annexation Agreement:

<u>Recaptures</u>	<u>Total Amount Due*</u>
<u>Sanitary Sewers</u>	
171st Street and 80th Street Lift Station (159 acres at \$666.86 per acre)	106,030.74
Bornet 36" Sanitary Sewer (159 acres at \$40.00 per acre)	6,360.00
Timbers 27" Sanitary Sewer (159 acres at \$110.70 per acre)	17,601.30
S & H 24" Sanitary Sewer (159 acres at \$1,509.00 per acre)	239,931.00
<u>Water</u>	
12" Water Main - 88th Avenue (2,652 feet at \$35.50 per foot)	93,720.00

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20" Water Main - 179th Street (2,661 feet at \$27.20 per foot)	72,379.00
12" Water Main - 183rd Street (1,877 feet at \$35.50 per foot)	66,634.00
24" Water Main - 183rd Street (under R.R.) (750 feet at \$27.77 per foot)	20,827.50

Detention

Pond R (6 acres at \$5,260 per acre)	<u>31,560.00</u>
-----------------------------------------	------------------

TOTAL RECAPTURES DUE

\$ 655,043.54

*Includes applicable interest

2. In addition, the Owner and Developer shall pay to the Village the sum of \$177,550.00 for street improvements for 183rd Street (2,410 feet) and 84th Avenue (1,141 feet) based on \$50.00 per lineal foot (3,551 feet); provided, however, the Owner and Developer shall be provided a credit for 2,651 feet of 88th Avenue and the sidewalks adjacent thereto (to be constructed by Developer) in the amount of \$159,060.00, making the actual amount to be paid \$18,490.00. The foregoing amount (\$18,490.00) shall be due and payable to the Village upon issuance of each individual building permit for the first 469 building permits issued for single-family detached homes and townhomes on the Subject Property in the amount of \$39.43 per permit (per unit, not building). Upon payment of the foregoing amount, no further payments shall be required of the Owner, Developer or their successors in interest with respect to costs of construction, engineering, installation and improvement of 183rd Street and 84th Avenue, except where Owner and Developer are

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required to make certain street improvements as set forth in this Annexation Agreement.

SECTION FOUR: Contributions and Land Conveyances.

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

	<u>Per Detached Residential Unit</u>	<u>Per Attached Residential Unit</u>
Water Construction Fund	\$ 300.00	\$ 300.00
Sewer Construction Fund	\$ 100.00	\$ 100.00
Elementary School District 140	\$3,800.00	\$1,200.00
High School District 230	\$ 100.00	\$ 100.00
Tinley Park Volunteer Fire Dept	\$ 100.00	\$ 100.00
Tinley Park Board of Library Directors	\$ 100.00	\$ 100.00
Tinley Park Park District	\$ 125.00	\$ 125.00
E.S.D.A. Siren System	\$ 15.00	\$ 15.00
Street Contribution (per Section Three,2)	\$ 39.43	\$ 39.43

Such contributions shall be in addition to all customary Village fees, such as, but not limited to, building permit fees, water and sewer connection fees, occupancy permit fees and the like.

The Village hereby acknowledges that the Owner and Developer has heretofore prepaid contributions to Elementary School District No. 140 in the aggregate amount of \$181,460.00. Owner and

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Developer is therefore entitled to credits for all future contributions to be made to Elementary School District No. 140 under this Section Four until such time as credits, at the rate of \$3,800.00 per single family residence and \$1,200 per townhome or condominium residence, total \$181,460.00, and from that point the Owner and Developer shall recommence making the contributions to Elementary School District No. 140 under this Section.

B. In addition to the contributions set forth in Subsection A of this Section Four, Owner and Developer shall convey to the Village of Tinley Park for reconveyance to the Tinley Park Park District (or directly to the Tinley Park Park District at the written request of the Village) a total of 8.79 acres for active park and recreational purposes and 11.88 acres for passive park and recreational purposes ("Park Parcels") with such Park Parcels being legally described on EXHIBIT D attached hereto and hereby made a part hereof and being designated as "Park" on EXHIBIT C attached hereto. Such active Park Parcels must be suitable (buildable) for recreation use and recreation construction. Such conveyance shall be made at such time as the Village so directs after annexation of the Subject Property, with such conveyance to be in accordance with the provisions of this Agreement. If the Village has not directed such conveyance by the time such Park Parcels (or any portion thereof) are made a part of the territory included in an approved final plat of subdivision of part of the Subject Property, the Owner may convey any such Park Parcels, or

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portions thereof, to the Village at or after the recording of said approved final plat of subdivision.

If the Village or the Tinley Park Park District determine by appropriate environmental studies and soil borings and/or other engineering tests that the active Park Parcels are unsuitable for park and recreational construction and purposes, then Owner and Developer shall be required to convey an alternative park site(s) at such location(s) as mutually determined by Owner and Developer and the Village, or in the absence of any agreement, as designated by the Village. The Village shall conduct, or require the Park District to conduct, such tests within six months from the date hereof. Upon reasonable notice, Developer will grant Village, Park District or their respective contractors and consultants access to the Subject Property. The determination of suitability shall be based on generally accepted environmental and engineering standards. Failure to make a determination within six months from the date hereof shall be deemed acceptance of the tendered Park Parcels. The donation of the Park Parcels provided for herein shall be in full satisfaction of the Developer's land donation obligations to the Tinley Park Park District.

Owner and/or Developer shall be required to grade and seed the Park Parcels in accordance with final engineering plans approved by the Village, and also plant the necessary street trees thereon in accordance with the subdivision regulations of the Village to the same extent as if it was not dedicated as a public park.

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SECTION FIVE: Storm Water Retention/Detention.

Storm Water run off emanating from the Subject Property shall be retained or detained in accordance with a central detention and/or retention system for the Subject Property to be constructed and installed by the Owner and Developer. See EXHIBIT C showing the proposed locations of the required ponds based upon preliminary review, with such ponds to be located on portions of Lots 401, 402 and 403 at such specific locations as approved by the Village. The final locations of such ponds shall be in accordance with final engineering plans approved by the Village. Such system shall include all storm water management facilities, including both on-site and off-site storm sewers, if needed, and the construction of temporary storm water detention facilities, if needed, for portions of the Subject Property, all in accordance with final engineering plans approved by the Village. The design criteria, construction and maintenance of the storm sewers and detention facilities shall be in accordance with all standards of the Village in force on the date of final plat approval for each phase, and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of final plat approval for each phase, and shall be completed by the Owner and Developer at their expense.

The Owner and Developer must prepare a detention plan for the development of the Subject Property and such must be submitted to and approved by the Village prior to the approval of any development of any portion or all of the Subject Property. Such

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plan must be in accordance with the standards set forth in the central retention policy of the Village, with such facilities to be constructed and installed in accordance with final engineering plans approved by the Village. The required storm water detention facilities for each phase of development must be completed (except for final sodding) before any occupancy permits shall be issued for such phase. Such storm water facilities may be conveyed to the Village at the time of final plat approval for the portion of the Subject Property in which such facilities are located. All storm water detention facilities shall be maintained by the Developer during the course of development, and upon their completion and acceptance of the improvements by the Village shall be maintained by the Village or the homeowners association (the latter to maintain the retention pond and wetlands area located in the southeast corner of the Subject Property as shown on EXHIBIT C and hereinafter referred to as the Wetland Detention Area).

If the Developer conveys any such storm water facilities to the Village at the time of final plat approval for the portion of the Subject Property in which such facilities are located, the Developer agrees to indemnify and hold the Village harmless from and against all claims, lawsuits, expenses, costs, losses, damages and any other costs or expenses of any kind whatsoever that result, either directly or indirectly, from the construction and completion of the required storm water facilities on the site conveyed to the Village. The Developer shall also require all contractors

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performing any of the work necessary for the completion of such storm water facilities to provide insurance coverage naming the Village as an additional insured, with the types of such coverages, the dollar amounts of the policies, and the insurance companies all to be subject to approval by the Village. Such contractors shall be required to evidence such coverage by providing the Village with a certificate of insurance and maintaining such certificates of insurance on file with the Village throughout all construction activities, which certificate of insurance shall indicate the Village as an additional insured. Also, all insurance policies shall contain a provision that requires at least 30 days written notice to the Village before any such policies of insurance can be amended, modified, non-renewed or canceled, and the certificates of insurance shall also indicate that such 30 day notice provision is contained in the policies of insurance.

Central Detention Service Area I as shown on the Village of Tinley Park, Central Detention, Master Plan shall be the service area for storm sewer detention for a portion of the Subject Property except for the area served by the Wetland Detention Area. The parties hereto acknowledge that an exception is hereby granted to allow Owner and Developer to construct a portion of Pond I in a location approved by the Village, with the resulting facility to be known as Pond I3. The location of said Pond I3 shall be approved by the Village and shall be in accordance with final engineering plans approved by the Village.

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The Wetland Detention Area shall be the service area for storm sewer detention which will also serve a portion of the Subject Property. The location of said Wetland Detention Area shall be as approved by the Village and shall be in accordance with final engineering plans approved by the Village.

Any such storm water facilities for any portion of this Parcel which are to be located in a wetland or any excavation work which will disrupt the wetlands shall require a permit from the U.S. Army Corps of Engineers. No work shall commence in any wetland until such time as any such permit is obtained. Owner and Developer shall also construct and install any other storm water retention or detention facilities required by the Water Reclamation District of Greater Chicago.

SECTION SIX: EASEMENTS.

The Owner and Developer agree at the time of annexation of the Subject Property to grant to the Village all necessary easements for the extension of sanitary and storm sewers, water, or other utilities, or for other improvements which may serve not only the Subject Property, but other territories in the general area, so long as such are in locations which are not inconsistent with the Site Plan. It shall be the responsibility of the Owner and Developer to grant all easements necessary to serve the Subject Property, with the Village being a named grantee in each such easement and with each such easement to be in a form satisfactory to the Village Attorney.

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SECTION SEVEN: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property and of each lot respectively encompassed by this Agreement shall be in accordance with the existing zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist (including, except as otherwise specifically and expressly provided for in this Agreement, whatever fees are then required) on the date each respective final plat of subdivision for any phase is granted, with the exception as to lot and bulk standards relating to zoning set forth in Section Two hereof and in the Tinley Park Zoning Ordinance in effect as of the date of this Annexation Agreement. Also, the construction on any lot shall be in accordance with the existing building codes and ordinances of the Village as they exist on the date each respective building permit for development of each lot is issued and any applicable amendments thereto adopted by the Village prior to actual construction of the home. 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. Notwithstanding the foregoing, if the Village grants or extends any less restrictive ordinance, code or regulatory enactment or

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interpretation to any other developer during the initial term of this Agreement, the same shall apply to the same extent to the Developer in developing the Subject Property under this Agreement.

It is further agreed that the amount of the fees that appear on Permit No. 13405, which is attached hereto and hereby made a part hereof as EXHIBIT E, shall not be raised by the Village for or on behalf of its own self or any other taxing entity for a period of ten (10) years from and after commencement of construction on the Subject Property, provided, however, the school escrow funds (contributions) shall not be increased during the term of this Agreement. After the expiration of said ten (10) year period, the Village also agrees that the fees imposed, as they appear from the attached schedule, shall not be increased on an annual basis in an amount in excess of the Consumer Price Index for the year preceding. The Consumer Price Index to be utilized is entitled Consumer Price Index--All Urban Consumers (CPI-U), Chicago-Gary-Lake County (IL-IN-WI), All Items, or if such regional index is discontinued then the Consumer Price Index-All Urban Consumers (CPI-U) U.S. City Average, All Items shall be utilized, or in the event both such indexes are discontinued, then an index shall be used from the most reliable governmental or other nonpartisan publication which evaluates most closely the information evaluated in the above Indexes.

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**SECTION EIGHT: Dedication and Construction
of Streets; Street Lights; Sidewalks;
Street Recaptures; Miscellaneous**

A. Streets.

The Developer shall provide access to each site. All public street rights-of-way to be located on the Subject Property shall be at least 66 feet in width. The rights-of-way for 179th and 183rd Streets and for 84th and 88th Avenues not already dedicated at the time of annexation shall at the time of request by the Village be dedicated by the Owner to the Village by plats of dedication at such locations and in such form as the Village approves, and then shall subsequently be dedicated in the final plats for each phase. The Owner and Developer shall dedicate 50 feet for the right-of-way for 179th Street as extended west of 84th Avenue along the entire portion of the Subject Property adjacent to 179th Street as extended west of 84th Avenue. The Owner and Developer shall dedicate a right-of-way of 50 feet along the southerly border of the Subject Property adjacent to 183rd Street for right-of-way for the north side of 183rd Street, except where the right-of-way is to be increased for a possible future crossing of the Chicago, Rock Island and Pacific Railroad as shown on EXHIBIT C and as approved by the Village. The Owner and Developer shall also dedicate a right-of-way of 50 feet along the entire border of the Subject Property lying adjacent to 84th Avenue and a right-of-way of 40 feet for 88th Avenue. The Village shall accept the dedication of any such street rights-of-way upon completion of the street

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improvements and acceptance of the improvements by the Village. 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 shall not be installed until a period of twelve (12) months after installation of the base. Upon completion of the street, Owner and Developer shall be responsible for keeping the street free from construction debris and for repair of damages to the street caused by Developer's construction traffic. All deliveries of construction supplies or materials shall be restricted to certain streets or temporary haul roads designated by the Village.

The design and construction standards for the network of planned public streets within the Subject Property shall be in accordance with final engineering plans as approved by the Village; provided, however, 179th Street and also 84th Avenue shall each be improved with a base course of 9" aggregate, 4" binder and 1 1/2" final surface coat.

In addition, Developer shall widen 84th Avenue from 179th Street on the north to approximately 181st Street on the south in accordance with final engineering plans approved by the Village. The street pavement width shall be widened to 48 feet (not including curbs and gutters in such measurement).

Developer shall be required to pay for the full cost of the construction of such widening of 84th Avenue from 179th Street on the north to approximately 181st Street on the south, and shall be

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entitled to a recapture (for one-half of the cost of the construction) for the one-half of 84th Avenue from the owners of the property adjacent thereto. If the currently undeveloped property adjacent thereto is developed prior to the time that the Subject Property is developed adjacent to 84th Avenue, the owner and/or developer of such undeveloped property shall be required at its expense to construct and install said 84th Avenue adjacent to its property under the same standards that are set forth herein for the construction of 84th Avenue, and such owner and/or developer shall be entitled to a recapture in the amount of 50 percent of the cost of such construction from Owner and Developer under the same terms and conditions as provided for herein for a recapture to the Owner and Developer.

If 179th Street has not been installed prior to the development of any portion of the Subject Property adjacent to 179th Street as extended (adjacent also being construed to include development separated from 179th Street by any street, park, or open space of any kind), the Owner and Developer shall improve 179th Street along the entire boundary of the Subject Property by constructing a paved street meeting all Village standards, with a pavement width of 31 feet measured from the back of curb to back of curb, and in accordance with final engineering plans approved by the Village.

Owner and Developer shall be required to pay for the full cost of the construction of 179th Street from 84th Avenue to 88th

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Avenue, and shall be entitled to a recapture (for one-half of the cost of construction) for the north one-half of 179th Street from the owners of the property adjacent thereto. If the currently undeveloped property on the north side of 179th Street adjacent to the Subject Property is developed prior to the time that the Subject Property is developed adjacent to 179th Street, the owner and/or developer of such undeveloped property shall be required at its expense to construct and install said 179th Street adjacent to its property under the same standards as are set forth herein for the construction of 179th Street, and such owner and/or developer shall be entitled to a recapture in the amount of 50 percent of the cost of such construction from Owner and Developer under the same terms and conditions as provided for herein for a recapture to the Owner and Developer.

If the County of Cook has constructed 179th Street prior to any development of any portion of the Subject Property adjacent to 179th Street, then the Owner and Developer shall make the following additional payment to the Village:

For 179th Street from 84th Avenue to 88th Avenue -
2,660 feet at \$50.00 = \$133,000

Such payment of \$133,000 shall be due and payable to the Village upon issuance of each individual building permit issued for single family detached homes and townhomes on the Subject Property in an equal amount per permit (per unit, not building). The amount of the permit charge shall be based upon the number of residential

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units that remain to be constructed at the time that the construction of 179th Street has been commenced by the County of Cook by the approval of a contract for such work. Such amount shall be adjusted on a per permit basis thereafter if the plan of development, and specifically the number of units to be constructed, is amended.

The Owner and Developer shall also improve 88th Avenue from 179th Street to 183rd Street by constructing a paved street meeting all Village standards, with a pavement width of 31 feet measured from the back-of-curb to back-of-curb and in accordance with final engineering plans approved by the Village.

Owner and Developer shall be required to pay for the full cost of the construction of 88th Avenue from 179th Street to 183rd Street in accordance with final engineering plans approved by the Village. The Owner and Developer shall be entitled to phase the construction of 88th Avenue as follows: In each phase of development of the Subject Property, the Developer shall construct, as part of and contemporaneously with the public improvements for such phase, that portion of 88th Avenue that adjoins the portion of the Subject Property being developed in that phase.

B. Street Recaptures.

In connection with the recapture for a portion of the cost of construction of 179th Street and 84th Avenue as provided for above, Owner and Developer shall be entitled to recapture a portion of the cost of actual construction from the owners of the property

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adjacent thereto, which recaptures shall be due and payable by the owner(s) and/or developer(s) of such undeveloped properties at the time of their development in the Village. The amount of such recaptures shall be in amounts to be determined by the Village Engineer and such recaptures shall be due and payable at the time of development in the Village of any such property or properties.

The Village agrees in order to provide for reimbursement to the Owner and Developer of portions of the cost of construction of such proposed street improvements, to the extent the same is permitted by authority contained under the provisions of Section 9-5-1, et seq., of the Illinois Municipal Code, as amended, to require that as a condition to the Village's approval of any plat of subdivision, or to the Village's permitting any use of 179th Street and 84th Avenue relating to or benefitting any undeveloped property adjacent thereto, the owner or owners of said properties shall pay to the Village, which shall in turn reimburse to the Owner and Developer, a recapture fee when and as collected. The amount to be paid as such recapture fee shall be as determined by the Village in its sole discretion by separate ordinance. The properties or area to be subject to the special recapture fee hereunder shall be determined by the Village Engineer and such determination shall be filed with the Village.

The amount of reimbursement to be paid to Owner and Developer by Village from the recapture fees, when and as collected, shall be an amount of money as determined by the Village Engineer.

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The cost of construction for 179th Street and for 84th Avenue, sometimes hereinafter called the construction cost, shall be evidenced to Village by a sworn statement of the Owner and Developer as to the amount of such construction cost for such street and may be confirmed by the Village, at its option, from documents designated from time to time by Village and relevant to determining the construction cost, certified under oath by the Owner and Developer as true and correct; such documents shall be provided by Owner and Developer to Village in a form and substance satisfactory to Village on demand made by Village.

The Village shall have no liability or other obligation to pay or cause the payment of any sum of money to Owner and Developer on account of any such recapture other than out of such funds as the Village shall collect pursuant to such separate recapture fee ordinances. The Village shall provide the appropriate ordinances to accomplish this, and use any reasonable means to enforce said ordinances, but shall not be required to (but may in its discretion) pursue litigation to collect any such amounts. Such fees and recaptures to the Developer shall include the application of simple interest to the amount from time to time outstanding based at the rate per annum equal to the average (based on a 12 month calendar basis) interest rate paid on investments in the Public Treasurer's Investment Pool created under Section 505/17 of Chapter 15 of the Illinois Compiled Statutes. All such interest shall be repaid to Owner and Developer only for a period no greater

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than a maximum of five (5) years from the date of adoption of the ordinance establishing the amount of said recaptures, and thereafter no further interest shall accrue.

C. Street Lights.

The Developer shall also be required to install street lights along the full length of 179th Street, 183rd Street, 84th Avenue and 88th Avenue at the rate of one street light for every 300 lineal feet of street for each side where the Subject Property is contiguous. All other street lights shall be installed in accordance with the Subdivision Regulations of the Village and shall be located as approved by the Village.

D. Sidewalks.

Developer further shall be required to construct a five (5) feet wide concrete sidewalk along the entire length of 84th and 88th Avenues adjacent to the Subject Property (on both sides of 88th Avenue where the Subject Property is adjacent to 88th Avenue on one side), and also a five (5) feet wide concrete sidewalk along the entire length of 179th Street (as extended) and 183rd Street adjacent to the Subject Property, and also a five (5) feet wide concrete sidewalk along the full length of all public parks to be conveyed or dedicated under this Agreement, all in accordance with all Village and Cook County standards and in accordance with final engineering plans approved by the Village and the County.

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M. Miscellaneous.

The cost of all sidewalks and all street trees shall be included in the required letters of credit for each phase of the development of the Subject Property, with the amounts to be computed on the same basis as the amounts to be included in the letter of credit for all other public improvements for the Subject Property.

SECTION NINE: Water Supply.

Developer shall be required to construct at its expense a 24" water main along 84th Avenue from 183rd Street north to 179th Street in accordance with the Village's Master Plan and in accordance with final engineering plans approved by the Village. In the event that the owner and/or developer of the vacant property to the east of 84th Avenue constructs and installs said 24" water main along 84th Avenue prior to development of any portion or all of the Subject Property adjacent to 84th Avenue, then Owner and Developer shall reimburse the parties so constructing the water main for one-half of the cost of construction of said water main. If, however, Owner and Developer construct said 24" water main, Owner and Developer shall be entitled to a recapture of one-half of the cost of construction of said 24" water main along 84th Avenue from the owners of the property on the east side of said 84th Avenue. Such recapture shall be due and payable by the owner(s) and/or developer(s) of such undeveloped properties at the time of their development in the Village. The amount of such recapture

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shall be an amount to be determined by the Village Engineer, and such recapture shall be due and payable at the time of development in the Village of any such property or properties on the east side of 84th Avenue.

The Village agrees in order to provide for reimbursement to the Owner and Developer of said one-half of the cost of actual construction of such 24" water main, to the extent the same is permitted by authority contained under the provisions of Section 9-5-1 et seq. of the Illinois Municipal Code, as amended, to require that as a condition to the Village's approval of any plat of subdivision, or to the Village's permitting any use of said 24" water main relating to or benefitting any undeveloped property adjacent thereto, the owner or owners of said properties shall pay to the Village, which shall in turn reimburse to the Owner and Developer, a recapture fee when and as collected. The amount to be paid for such recapture fee shall be as determined by the Village in its sole discretion by separate ordinance. The properties or area to be subject to the recapture fee hereunder shall be those properties immediately adjacent to 84th Avenue on the east.

The amount of reimbursement to be paid to Owner and Developer by Village from the recapture fees, when and as collected, shall be an amount of money as determined by the Village Engineer. The cost of construction for said 24" water main, sometimes hereinafter called the construction cost, shall be evidenced to Village by a sworn statement of the Owner and Developer as to the amount of such

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construction cost for such 24" water main and may be confirmed by the Village, at its option, from documents designated from time to time by Village and relevant to determining the construction cost, certified under oath by the Owner and Developer as true and correct; such documents shall be provided by Owner and Developer to Village in a form and substance satisfactory to Village on demand made by Village.

The Village shall have no liability or other obligation to pay or cause the payment of any sum of money to Owner and Developer on account of any such recapture other than out of such funds as the Village shall collect pursuant to such separate recapture fee ordinance. The Village shall provide the appropriate ordinance to accomplish this, and use any reasonable means to enforce said ordinance, but shall not be required to (but may in its sole discretion) pursue litigation to collect any such amounts. Such fee and recapture to the Owner and Developer shall include the application of simple interest to the amount from time to time outstanding based at the rate per annum equal to the average (based on a 12 month calendar basis) interest rate paid on investments in the Public Treasurer's Investment Pool created under Section 505/17 of Chapter 15 of the Illinois Compiled Statutes. All such interest shall be repaid to Owner and Developer only for a period no greater than a maximum of five years from the date of adoption of the ordinance establishing the amount of said recapture, and thereafter no further interest shall accrue.

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

SECTION TEN: Sanitary Sewers.

Developer shall be required to construct at its expense all necessary sanitary sewer mains to service the Subject Property in accordance with the Village's Master Plan and the Subdivision Regulations Ordinance of the Village and final engineering plans approved by the Village.

SECTION ELEVEN: 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 TWELVE: Notice Regarding 4-Lane Road and Bridge.

The parties hereto acknowledge and agree that 183rd Street adjacent to the property is planned to become a 4-lane road in the future, and also there may be the necessity for a bridge across the northeast Illinois Railroad Corporation railroad tracks which shall be adjacent to and visible to the Subject Property. Owner agrees to provide notice, in the form attached hereto as EXHIBIT F, to all potential customers seeking the purchase or construction of homes and/or lots for the following designated proposed lots (the numbers are as identified on EXHIBIT C) (to the extent lot numbers are changed or lot sizes are modified, it is the intent of the parties

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to give notice to anyone who buys a lot and/or builds a home on any portion of the specified lots regardless of how they may be modified and/or re-numbered) in the Subject Property regarding the widening of 183rd Street to four lanes and the possibility of the construction of the bridge: Lots 111 through 129 and 298 through 309, and the 11 southeasterly townhome buildings abutting Manchester Court and Percy Court. Such notice shall be contained in the contract between the Owner and any such customer for the purchase and/or construction of a home, townhome and/or lot. If Owner sells any of the lots to home builders who then intend to build homes and sell to the ultimate customer, the Owner shall provide in the contract between the home builder and the Owner a requirement that the home builder notify any potential purchasers of the home to be constructed regarding the widening of 183rd Street and the possibility of the construction of the bridge and include such information in any subsequent purchase contract between the home builder and its purchasers.

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.

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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 rights of the parties and 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
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
2. Village Clerk
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
3. Klein, Thorpe and Jenkins, Ltd.
180 North La Salle Street
Chicago, Illinois 60601
Attention: Terrence M. Barnicle

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For the Owner:

1. FirStar Bank Illinois
as Successor Trustee under Trust Agreement
dated 10/15/85 and known as Trust No. 882
104 North Oak Park Avenue
Oak Park, Illinois 60301
2. First National Bank of Evergreen Park
as Trustee under Trust Agreement dated 11/1/83
and known as Trust No. 7573
3101 West 95th Street
Evergreen Park, Illinois 60639

For the Developer:

1. Philip D. Hartz
Hartz Land Development Corp.
8995 West 95th Street
Palos Hills, Illinois 60465-5030
2. John B. Murphey
Rosenthal, Murphey, Coblantz and Janega
30 North La Salle Street
Chicago, Illinois 60602

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 and rental offices and other appurtenant facilities, upon acceptance of a plan encompassing that portion of the property for which such models will be built, subject to Village approval as to number (which shall not exceed a total of ten (10) single family detached residential models and six (6) townhouse unit models at any one time for the entire Subject Property, except as otherwise approved by the Village without the need for any amendment hereto),

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location and engineering and subject to approval of other appropriate governmental agencies. Developer shall undertake to maintain architectural continuity among the houses built in the development. It is understood that in the event Developer constructs model units, that the other units ultimately constructed for sale based upon a model shall be in substantial conformance with said model except as modified by the contract between the Developer and the ultimate purchaser of the home, condominium and/or townhouse. See also Section Four, B, 1 above regarding additional provisions relating to models.

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 three outdoor advertising signs (one along 183rd Street, one along 179th Street, and one along 84th Avenue) with each such sign to be not more than 10' x 20', double-faced, to be no higher than 14' from top of the sign to ground level, and may be exteriorly illuminated, and to be located solely on the Subject Property for the duration of Developer's sales program solely for the advertisement of the Subject Property being developed pursuant to this Agreement. Location of any 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.

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In addition, at such time as the Hartz Construction Company, Inc. development located in the Village at 159th Street and 80th Avenue is fully completed and occupied, Developer shall be entitled to utilize its existing outdoor advertising sign located at such development to advertise only the development on the Subject Property.

The Village shall have the right to compel removal of, and Developer shall remove, any such sign within 90 days after the last building permit is issued for such Parcel, or within 6 years from the date of annexation of the Subject Property, 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: Provisional Occupancy Permits.

The Village will grant provisional occupancy permits for individual residences between November 1st and June 15th if weather prevents the Developer from completing the following work for any such residence (it being understood that if other work remains to be done, no occupancy permit, provisional or otherwise, will be issued):

- (a) The asphalt or concrete has not been poured for the driveway, provided the stone base has been installed.
- (b) Installation of the required sidewalk.
- (c) Final grading.
- (d) Painting of the exterior.

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- (e) Installation of the gutters and downspouts.

As a condition to the issuance of any such provisional occupancy permit, the Developer shall:

- (a) 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.
- (b) Provide a cash escrow with an escrow agent approved by the Village to guaranty the completion of the work within the approved timetable, with the amount to be deposited in such escrow being in an amount equal to 150% of the estimated cost of completion of the work remaining to be done, with such cost estimate to be approved by the Village.

**SECTION EIGHTEEN: Permits, Signs and
Models - Letter of Credit.**

The Owner and Developer shall not be entitled to obtain any building permits, nor any sign permits, and shall not be entitled to construct any model units, signs, sales and/or rental offices or any other appurtenant facilities unless and until the proper letter of credit or cash deposit has been made to the Village in accordance with the Subdivision Regulations Ordinance of the Village.

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

Any conveyance, dedication or donation of real estate required of Owner and Developer (hereinafter referred to collectively as "Grantor" in this Section) to the Village or other governmental authority under this Agreement shall be made in conformance with

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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 the 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:

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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 grantees.

The commitment for title insurance shall be in the amount of the fair market value of the real estate 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 Grantor.

B. 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, Owner 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,

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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 more than thirty (30) days after notice thereof is given by Village to Grantor.

G. Environmental Assessment. Not less than thirty (30) days prior to any conveyance, dedication or donation of real estate required under this Agreement, any Village ordinance or other requirement, the Grantor, at its sole cost and expense (with the exception that the Village will pay for any such Environmental Audit if it is requests dedication of any land prior to the time of platting), shall have caused to be prepared and submitted to the Village a written report of a site assessment and environmental audit (the "Environmental Audit"), in scope, form and substance, and prepared by an independent, competent and qualified environmental engineer ("Engineer") satisfactory to the Village, and dated not more than sixty (60) days prior to the transfer date, showing the Engineer made all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial and customary practice in an effort to minimize liability, which takes into account and satisfies the "innocent landowner" provision

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set forth at 42 U.S.C. 9601(35), such that consistent with generally accepted environmental engineering practice and procedure and any applicable governmental rules, guidelines or regulations, no evidence or indication came to light which would suggest there was a release of substances on the property which could necessitate an environmental response action, and which demonstrates that the property and the facility complies with, and does not deviate from, all applicable federal, state, county, regional and local environmental statutes, laws, ordinances, rules and regulations ("Environmental Laws"), including the provision of any licenses, permits or certificates required thereunder.

The Environmental Audit shall also demonstrate that the property and the improvements located thereon, if any, do not contain:

- (i) asbestos in any form;
- (ii) urea formaldehyde;
- (iii) transformers or other equipment that contain fluid containing polychlorinated biphenyls;
- (iv) underground storage tanks; or
- (v) any other chemical, material or substance, the exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority (the "Authorities") or which poses a hazard to the health and safety of the occupants of the property or the facility, or the occupants of adjacent property.

The Environmental Audit shall also demonstrate that the property and facility are not, and have not been, the subject of

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