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PREPARED BY:

Steven M. Elrod Burke, Weaver & Prell 55 West Monroe Street Suite 800 Chicago, IL 60603

AFTER RECORDING RETURN TO:

Recorder's Box 337

#### SUBTIVISION AND DEVELOPMENT AGREEMENT

SY, BETWEEN, AND AMONG

THE VILLAGE OF NORTHBROOK

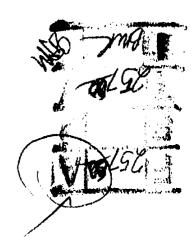
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RKZ VENTURE CROUP, L.L.C.

(ROYAL RIDGE SUBDIVISION, TECHNY REAL ESTATE PARCEL E-1)

DATED AS OF December 12, 1996





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#### TABLE OF CONTENTS

	<u>ige</u>	<u>Pa</u>		
	1	RECITALS	ΓΙΟΝ 1.	SEC
	2	DEFINITIONS	ΓΙΟΝ 2.	SEC
	4	APPROVAL OF FINAL PLAT OF SUBDIVISION	TION 3.	SEC
	4	DEVELOPMENT AND SUBDIVISION OF THE PROPERTY	TION 4.	SEC
	6	DISCLOSURE	TION 5.	SEC
	7	IMPROVEMENTS	TION 6.	SEC
	9	PERFORMANCE GUARANTEES	TION 7.	SEC
	11	RECAPTURE	TION 8.	SEC
	11	ANNEXATION FEES	TION 9.	SEC
	12	DONATIONS AND CONTRIBUTIONS	TION 10	SEC
	12	PAYMENT OF VILLAGE COSTS	TION 11	SEC
	12	LIABILITY AND INDEMN'(Y OF VILLAGE	TION 12	SEC
	13	DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS	TION 13	SEC
	13	COMPLETION OF CONSTRUCTION	TION 14	SEC
	13	ENFORCEMENT	TION 15	SEC
	14	EXERCISE OF RIGHTS	TION 16	SEC
	14	NATURE AND SURVIVAL OF OBLIGATIONS	TION 17	SEC
	14	SUCCESSORS	TION 18	SEC
9	15	REPRESENTATIONS AND WARRANTIES	TION 19	SEC
714	16	SEVERABILITY	TION 20	SEC
, o	16	TERM	TION 21	SEC
H C	16	AMENDMENTS	TION 22	SEC

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The following notice shall appear in bold face type of the same point size as the body of the text of the document within which the notice is located or to which such notice is attached (but in no event smaller than 10-point type), within all promotional and sales documents, including, without limitation, advertising literature (other than newspaper, magazine, and similar print media advertisement), and contracts for the sale of any Residential Unit within the Property:

#### IMPORTANT INFORMATION FOR PROSPECTIVE PURCHASERS

Note the following significant matters concerning the Royal Ridge Subdivision:

#### 1. Ground Lease.

The land on which the Royal Ridge Subdivision is built is subject to a ground lease, for a period of approximately 150 years, beginning in 1996. The purchaser of property within the Royal Ridge Subdivision will purchase only the Residential Unit improvement located on the land and an undivided interest in the Ground Lease, but will not have any ownership interest in the land under that improvement.

The Royal Ridge ground lease is recorded in the Office of the Recorder of Deeds, Cook County, IL as Document No. \_\_\_\_\_\_. The ground lease contains provisions with respect to rental payments, rent increases, and liability for unpaid rent. Significant information concerning such responsibilities and liabilities is summarized in a Disclosure Declaration, a copy of which is recorded and available for inspection in the Office of the Recorder of Deeds, Cook County, IL as Document No. \_\_\_\_\_\_(Add if applicable: A copy of the Disclosure Declaration is also inclosed within this information packet.]

#### 2. Private Streets.

All streets located and constructed in the Royal Ridge Subdivision are and shall remain private streets. The Royal Ridge Homeowners' Association shall be solely and exclusively responsible for the maintenance, repair, and replacement of such streets in perpetuity. The Village of Northbrook shall at no time, and under no circumstances, have any responsibility what ioever for the maintenance, repair, and replacement of such streets.

#### 3. Building Envelope.

The Royal Ridge Subdivision was developed as a planned development and, as such, unique restrictions exist that significantly limit the ability to build additions to, or modify the exteriors of, Residential Units. Building envelopes have been drawn around each of the Residential Units constructed or to be constructed at Royal Ridge. The building envelopes are identified on the Royal Ridge Site Plan (prepared by SDI Consultants, Inc., dated October 1, 1996). No modification to the exterior of any Residential Unit shall be allowed without prior approval of the Royal Ridge Homeowners' Association and the Village of Northbrook. No building, deck, patio or construction of any kind that extends in any way beyond the building envelope applicable to each Residential Unit shall be permitted.

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# SUBDIVISION AND DEVELOPMENT AGREEMENT FOR ROYAL RIDGE SUBDIVISION

THIS AGREEMENT is dated as of the 12th day of December, 1996, and is by, between, and among the VILLAGE OF NORTHBROOK, an Illinois home rule municipal corporation (the "Village"), and RKZ VENTURE GROUP, L.L.C., an Illinois limited liability company (the "Developer").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth herein, and pursuant to the Village's home rule powers, the parties hereto agree as follows:

#### SECTION 1. RECITALS.

- A. The Village is a home rule unit by virtue of the provisions of the 1970 Constitution of the State of Illinois.
- B. The Developer is the lessee of the Property (as hereinafter defined) pursuant to a long term ground lease.
- C. The Society of the Divine Word (the "Society") is the sole beneficiary of the owner of the Property.
- D. The Property is governed by, and was annexed to the Village pursuant to, the Annexation Agreement (4) hereinafter defined).
- E. In accordance with the Annexation Agreement, the Property is zoned R-8 Multiple Family Residential.
- F. The Developer desires and proposes to develop the Property pursuant to, and in accordance with, this Agreement.
- G. A public hearing was held by the Northbrook Plan Commission on May 21, 1996, and continued to June 18, 1996 to consider (1) a special permit for a planned development in the R-8 Multiple Family Residential District, (2) approval of a planned development plan, (3) approval of a variation to a allow combined tentative plan and final subdivision plat, and (4) approval of a final plat of subdivision. Or July 2, 1996, the Plan Commission recommended approval of the special permit, the combined concept plan and final plan, the variation for combined tentative and final subdivision plat, and the Final Plat in Resolution No. 96-PC-11.
- H. The Corporate Authorities of the Village, after due and careful consideration, have concluded that the subdivision of the Property pursuant to and in accordance with this Agreement would further enable the Village to control the development of the Property and the surrounding area and would serve the best interests of the Village.

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#### SECTION-2. DEFINITIONS.

1.1

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

"Annexation Agreement": That certain annexation agreement by and between the Village and the Society, dated December 15, 1988 and recorded in the Recorder's Office (as hereinafter defined) on December 16, 1988 as Document No. 88581079, as amended by the First Amendment to Annexation Agreement, dated March 26, 1991 and recorded in the Recorder's Office on March 27, 1991 as Document No. 91137573, and the Second Amendment to Annexation Agreement, dated November 9, 1993 and recorded in the Recorder's Office on November 10, 1993 as Document No. 93916442.

"Building Code": Chapter 6, entitled "Building and Construction Regulations," of the Northbrook Municipal Code (1988), as the same has been and may, from time to time hereafter, be amonded.

"Building Site": Those certain locations depicted and designated as proposed buildings 1 through 151 on the Site Plan component of the Planned Development Plan on which Residential Units and certain permitted accessory uses are to be located. A Building Site is not a Lot of Record, as the same is defined in the Zoning Code.

"Common Areas": That portion of the property depicted as "common area" on the Final Plat.

"Corporate Authorities": The Fresident and Board of Trustees of the Village.

"Final Engineering Plan": That certain final engineering plan prepared by SDI Consultants Ltd., consisting of 35 sheets, with latest revision date of 2-14-97, 4998, ensite attached as Exhibit A. and 16 " " " 2-14-57, off sites

"Final Plat": That certain final plat of subdivision of the Royal Ridge Subdivision, prepared by SDI Consultants Ltd., consisting of five sheets, with ratest revision date of October 1, 1996, attached as Exhibit B.

"Improvements": The public and private on-site and off-site improvements including, without limitation, the improvements listed in Subsection 6.A of this Agreement, to be made in connection with the subdivision and development of the Property, described or listed on the Final Engineering Plan.

"Ground Lease": That certain Ground Lease for Real Estate Parcel E-1 Between Cole Taylor Bank, as Successor-Trustee to Harris Trust and Savings Bank Under Trust Agreement Dated April 29, 1991 and Known as Trust No. 94707, Lessor and RKZ Venture Group, L.L.C., an Illinois Limited Liability Company, Lessee, dated 11-22, 1996 and recorded in the Recorder's Office on 12-9, 1996 as Document No. 969 27871.

"Plan Commission": The Plan Commission of the Village, established by Section 2-451 of the Northbrook Municipal Code (1988), as the same has been and may, from time to time hereafter, be amended.

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"Planned Development Plan": Collectively, those certain plans and drawings depicting the proposed development of the Property and approved by, and attached to, the Special Permit Ordinance consisting of the following components:

- A. The Site Plan prepared by SDI Consultants, Ltd. with latest revision date of October 1, 1996;
- B. The Architect Drawings prepared by Otis Associates, Inc., with latest revision date of October 1, 1996, consisting of floor plans and elevation drawings for (i) typical residential units, (ii) the clubhouse building, and (iii) the gatehouse structure; and
- The Landscape Plan prepared by Douglas Hills Associates, Inc., with latest revision date of October 1, 1996.

"Experty": That certain tract of property consisting of approximately 47.95 acres generally located on the east side of Waukegan Road, north of Willow Road and south of the Techny Road/Waukegan Road intersection, defined as Real Estate Parcel E-1 in the Annexation Agreement, and legally described in Exhibit C.

"Public Improvement Standards Manual": That certain document incorporated by reference into the Annexation Agreement and known as Village of Northbrook Standards and Specifications for Public and Private Improvements, dated July 22, 1988.

"Recorder's Office": The office of the Recorder of Deeds, Cook County, Illinois.

"Residential Unit": Those certain residential dwelling units to be constructed on each Building Site.

"Residential Unit Types": Those four distinct i or plans and architectural styles for the Residential Units on the Property, as depicted in the Architect Drawings component of the Planned Development Plan.

"Royal Ridge Homeowners' Association": That contain association of all homeowners on the Property, created pursuant to the Declaration referenced in Section 13 of this Agreement.

"Society": The Society of the Divine Word, an Illinois not-for-profit corporation.

"Special Permit Ordinance": Village of Northbrook Ordinance No. 96-46, adopted by the Corporate Authorities on October 14, 1996.

"Subdivision Code": That certain version of the Northbrook Subdivision Ordinance (1964) as amended through December 15, 1988 and incorporated by reference into the Annexation Agreement, as the same may, from time to time hereafter, be amended in accordance with the Annexation Agreement.

"Substitution of Residential Unit Types Plan": That certain plan specifying the permitted substitution of Residence Types, attached as Exhibit D.

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"<u>Techny Real Estate Parcel E-1 -- Royal Ridge Phasing Plan</u>": That certain document describing the Improvements to be constructed in each of the three phases of development, attached as Exhibit E.

"<u>Transportation Agreement</u>": That certain Transportation Facilities and Programs Agreement by, between, and among the Village, the Society, and Rubloff, Inc., dated June 30, 1989 and recorded in the Recorder's Office on July 7, 1989 as Document No. 89309243.

"Zoning Code": That certain version of the Northbrook Zoning Code dated November 22, 1988 and incorporated by reference into the Annexation Agreement, as the same may, from time to time hereafter, be amended in accordance with the Annexation Agreement.

#### SECTION 3. APPROVAL OF FINAL PLAT OF SUBDIVISION.

Subsequent to the date of this Agreement, the Corporate Authorities shall adopt a valid and binding resolution in substantially the form attached as Exhibit F to this Agreement, which Resolution shall (i) grant a variation for combined tentative and final plat approval and (ii) approve the Final Plat.

#### SECTION 4. DEVELOPMENT AND SUBDIVISION OF THE PROPERTY.

Notwithstanding any use of development right that may be applicable or available to the Property pursuant to the Annexation Agreement or the Zoning Code, the Property shall, as of, and at all times after the date of this Agreement, only be used and developed pursuant to and in accordance with this Agreement and the Site Plan, including, without limitation, the following:

#### A. Number and Use of Lcis

- 2oning Lot. The Developer, at the time of filing for approval of the planned development on the Property, has designated the entire tract of land comprising the single lot of record of the Royal Ridge Subdivision as a single "zoning lot," as such term is defined in Subsection 12-206L of the Zoning Code; and, provided the Property is used and developed in accordance with the Special Permit Ordinance and this Agreement, all applicable bull, space and yard requirements shall be applied to each Building Site on the basis of that single zoning lot rather than with respect to individually-owned Residential Units and lots of record.
- 2. Lot and Yard Dimensions. The development of the Property contemplates phasing of the planned development final plan approval and clustering of the residential units in accordance with the provisions of Paragraphs 11-603 D4(e), 4-110 G5 and 4-110 G6 of the Zoning Code. So long as the Property is being developed in compliance with the provisions of the Special Permit Ordinance and this Agreement, the lot and yard dimensions designated or depicted in the Planned Development Plan and the Final Plat are hereby authorized, notwithstanding any bulk regulation that would otherwise be applicable to the Property or to development of the Property in one or more separate phases and/or by one or more separate developers.

- B. Residential Unit Types. The Developer has proposed, and the Village has approved, four distinct Residential Unit Types for the Residential Units with architectural features and floor plans described in the Planned Development Plan. No modification to the exterior of any Residential Unit Type shall be allowed without approval of the Royal Ridge Homeowners' Association and amendment of the Planned Development Plan in the manner set forth in the Special Permit Ordinance. The intended arrangement and designation of the four Residential Unit Types on the 151 Building Sites is depicted on the Site Plan component of the Planned Development Plan. Substitution and reclassification of the Residential Unit Types shall be allowed, but only in strict accordance with the Substitution of Residential Unit Types Plan.
- C. <u>Building Sites</u>. Each Building Site constitutes a separate and distinct "Building Envelope," within which a Residential Unit, and certain permitted accessory uses are to be located. No building, deck, patio, or construction of any kind shall be permitted cutside of any such Building Envelope.
- D. <u>Real Estate Tax Parcels</u>. It is contemplated that the Property will be divided, for real estate tax purposes, into several tax parcels so as to allow each Building Site to be a designator tax parcel and receive a separate real estate tax bill. The parties do hereby acknowledge and the Village does hereby confirm, that no further subdivision process shall be required in connection with such divisions; provided, however, the Developer shall notify the Village of the creation of each such tax parcel within 30 days after such division occurs.
- Village does hereby confirm, that approval for the construction and maintenance of private streets, in lieu of publicly dedicated rights-or-way, within the Property has been granted in conformance with the Annexation Agreement. The Royal Ridge Homeowners' Association shall be solely and exclusively responsible for the maintenance, repair, and replacement of such streets in perpetuity. The Village shall at no time, and under no circumstances, have any responsibility whatsoever for the maintenance, repair, and replacement of such streets.
- F. <u>Maintenance of Residential Unit Roofs</u>. The Reyal Ridge Homeowners' Association shall be responsible for an on-going maintenance program for the cedar shake roofs on the Residential Units. The maintenance program shall, at a minimum, include the treatment of all such roofs with a fire retarding material approved by the Village's Fire Chief.
- G. <u>Maintenance Prior to Sale</u>. The Developer shall maintain the Property in a first rate condition, including, without limitation, seeding and mowing, until the last of the Building Sites is conveyed to a third party.
- H. <u>Compliance with All Plans, Codes, and Agreements.</u>

  Development of the Property, except for minor alterations due to final engineering and site work approved by the Village Engineer or the Director of Development, as

appropriate and permitted under Subsection 11-603J of the Zoning Code, shall be pursuant to and in strict accordance with the following:

i. this Agreement;

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- ii. the Special Permit Ordinance:
- iii. the Planned Development Plan;
- iv. the Final Plat;
- v. the Final Engineering Plan;
- vi. the Annexation Agreement;
- vii. the Declaration of Covenants referenced in Section 13 of this Agreement;
- viii. the Zoning Code;
- ix. the Subrivision Code;
- x. the Building Cod 3:
- xi. the Public Improvement Standards Manual; and
- xii. all other applicable federal state, and Village laws, statutes, ordinances, resolutions, rules, and regulations, except as otherwise provided in the Annexation Agreement.

In the event of a conflict between or emong any of the above plans, documents, regulations, or code, the plan, document, regulation or code that provides the greatest control and protection for the Village, as determined by the Village Manager, shall control, except to the extent that any such regulation or code has been expressly modified by this Agreement, the Annexation Agreement, and the Special Use Ordinance. All of the above plans, documents, regulations and codes shall be interpreted so that duties and requirements imposed by any one of them are cumulative among all of them.

#### SECTION 5. DISCLOSURE.

- A. <u>Official Public Record Disclosure</u>. Concurrent with the recordation of this Agreement, the Developer shall cause to be recorded a "Disclosure Declaration" in substantially the form attached as Exhibit H and satisfactory to the Village Attorney, disclosing the following significant matters concerning the use and development of the Property:
  - Homeowner liabilities and limitations as a result of the underlying ground lease;
  - ii. Homeowner obligations for private streets; and

- iii. Home improvement limitations as a result of building envelope restrictions.
- B. Advertising and Sales Contract Disclosure Notice. All promotional and sales documents, including, without limitation, advertising literature (other than newspaper, magazine, and similar print media advertisement) and contracts for the sale of any Residential Unit within the Property, shall include, or shall have attached thereto, a notice, printed in bold face type of the same point size as the body of the text of the document within which the notice is located or to which such notice is attached (but in no event smaller than 10-point type) containing the information set forth in Exhibit I concerning ground lease implications, private streets obligations, and building exvelope restrictions. This notice shall be included with, and made an integral and prominent part of, all information packets distributed by the Developer to all prospective purchasers of Residential Units within the Property.

#### SECTION 6. IMPROVEMENTS.

Description of Improvements. The Developer shall, at its sole cost and expense construct and install the Improvements, including, without limitation, the following:

- 1. Off Site Improvements. Those certain utilities described on the sheet of the Figal Engineering Plan entitled "Techny Parcel E-1 Development Off Site Utility Improvements" consisting of a 16-inch diameter watermain and a sanitary sewer system, including a pump station and force main. The Developer does hereby agree to secure and deliver to the Village any and all easements that may, in the determination of the Village Engineer, be necessary in connection with such Off Site Improvements.
- 2. Phase I On Site Improvements. Those certain Improvements designated in the Final Engineering Flan for construction during the initial phase of development on the Property. At a minurum, such Improvements shall include the following:
  - i. Mass grading of the entire Property;
  - ii. All Waukegan Road land dedication, road widening, striping, curbs, and gutters;
  - iii. The sidewalk along the entire Waukegan Road frontage of the Property;
  - iv. The berm, landscaping, and fencing along the entire Waukegan Road frontage of the Property;
  - v. The main entrance, entry drive, guardhouse, and gate;
  - vi. The emergency access;

- vii. The main internal roadway loop, curb, gutter, and street lighting depicted on the Final Engineering Plan as "Road A";
- viii. The two storm water detention retention ponds and tributaries;
- ix. The clubhouse and swimming pool;

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- x. All stormwater retention and detention elements and related appurtenances for the entire Property;
- xi. The looped watermain system; and
- xii. The internal roads, sidewalks, curbs, gutters, and street lighting serving the Phase I Building Sites, depicted on the Final Engineering Plan as "Roads B, C, D, and I".
- 7. Phase Ii On Site Improvements. Those certain Improvements designated in the Final Engineering Plan for construction during the second phase of development on the Property.
- 4. <u>Price III On Site Improvements</u>. Those certain Improvements designated in the Final Engineering Plan for construction during the third phase of development on the Property.
- B. <u>Design, Construction, and Completion of Improvements</u>. The Improvements shall be designed and constructed pursuant to and in accordance with (i) the Techny Real Estate Parcel E-1 Reyal Ridge Phasing Plan, (ii) the Final Engineering Plan and (iii) the Public Improvement Standards Manual. The Improvements for each phase shall be substantially completed, as determined by the Village Engineer, prior to the issuance by the Village of a certificate of occupancy for any building or structure located within the applicable phase. Further, the Off Site Improvements shall be substantially completed, as determined by the Village Engineer, prior to the issuance by the Village of a certificate of occupancy for any building or structure located anywhere on the Property.
- C. <u>Special Provisions Concerning the Building Formits.</u> The Village shall have no obligation to issue:
  - i. a building permit for the construction and installation of footings and foundations on any Building Site, and no such construction and installation of footings and foundations shall be performed, until a road with a proof-rolled gravel base of sufficient strength to support the weight of a fire engine (approximately 40,000 pounds) is complete to a point within 100 feet of the Building Site for which such building permit is requested and a written grant of ingress and egress to the Village over such road is made;

- ii. a building permit for any work after the construction and installation of footings and foundations on any Building Site, and no such work after the construction and installation of footings and foundations shall be performed, until the following items are complete to a point within 100 feet of the Building Site for which such building permit is requested:
  - a. Water, storm sewer, and sanitary sewer mains and related appurtenances, as described on the Final Plat and Final Engineering Plan;
  - b. All required erosion control appurtenances, as described on the Final Plat and Final Engineering Plan; and
  - c. All private roadways, as described on the Final Plat and Final Engineering Plan, with proof rolled gravel base and curb and gutter.
- Dedication and Acceptance of Public Improvements. Neither the execution of this Agreement nor the approval or recordation of the Final Plat shall constitute an acceptance by the Village of any public facilities that are depicted as "dedicated" on the Final Plat or Final Engineering Plan, if any, or of any public Improvements. The acceptance of public Improvements shall be made only by the adoption of a resolution by the Corporate Authorities after there has been filed with the Village Manager a certification by the Village Engineer stating that the same have been fully, or individually, completed, and that the inspected construction or installation thereof has been approved by the Village Engineer.
- E. <u>Traffic Signal</u>. The Developer agrees to pay its proportionate share of the cost of installation of a traffic signal on Waukegan Road at the main entrance to the Property, if and when such traffic signal is installed.

#### SECTION 7. PERFORMANCE GUARANTEES

- A. General Requirements. As security to the Village for the performance by the Developer of the Developer's obligations to construct and complete the Improvements pursuant to and in accordance with this Agreement, the Developer shall deposit with the Village Manager one or more performance guarantees (each a "Guarantee") consisting of a letter of credit from a bank or other financial institution having capital resources of at least \$50,000,000.00 in form and substance substantially conforming with Exhibit G and satisfactory to the Village Attorney.
- B. Phases of Improvements. The Developer shall be entitled to submit a separate Guarantee, each consisting of a letter of credit, for the Off Site Improvements and for each phase of the On Site Improvements; provided, however, that (i) the Guarantees for the Off Site Improvements and the Phase I On Site Improvements must be submitted prior to the recordation of the Final Plat and (ii) the Guarantee for Phase II and the Guarantee for Phase III of the On Site Improvements must be submitted before commencement of any work within each respective phase.

- C. <u>Amount of Guarantee</u>. Each Guarantee shall be in a total amount equivalent to either:
  - the total amount plus 10 percent of the actual, executed contracts for the construction of the Improvements designated in the phase for which the Guarantee is applicable, plus applicable Village review and inspection fees; or
  - ii. in the event that actual, executed contracts for such Improvements are not available, the total amount plus 25 percent of an estimate of the cost of the Improvements designated in the phase for which the Guarantee is applicable, plus applicable Village review and inspection fees.

All suc'i contracts and estimates shall be subject to review and approval by the Village Engineer

- Reduction of Guarantee. The aggregate amount of each letter of credit may be recluded by the Developer for payment of work on the applicable improvements satisfactorily completed with the written approval of the Village Engineer. Without limitation of the foregoing, the Developer shall be entitled to separate partial reductions of the letter of circlet for the Phase I On Site Improvements upon substantial completion, as determined by the Village Engineer, of each of the following separate Improvements:
  - i. mass grading;

- ii. the sanitary sewer system and related appurtenances;
- iii. the storm sewer system and related apportenances;
- iv. the watermain system and related appurtenances; and
- v. the internal roadway.

All requests by the Developer to reduce the amount of the letters of credit shall be accompanied by and shall include, without limitation, the following:

- i. the total original amount of the applicable letter of credit;
- ii. an itemized list of all approved and pending requests to reduce the total original amount of the applicable letter of credit;
- iii. the total original amount of the contract for the improvement(s) on which a reduction is requested;
- iv. the amounts of any increases or decreases in the total original amount of the contract;

- v. the amount of the reduction in the applicable letter of credit requested by the Developer;
- vi. lien waivers from all contractors and subcontractors of the Developer for the improvement(s), evidencing that payment for the reduction amount has been made; and
- vii. a dated statement from the Society, signed by one or more persons designated in writing by the Society, stating: "Society of the Divine Word has reviewed and hereby approves this request to reduce the letter of credit held by the Village of Northbrook pursuant to Section 7 of the Subdivision Agreement by and between the Village of Northbrook and RKZ Venture Group, L.L.C."

Unless so reduced, the letters of credit deposit shall be held by the Village in escrow until completion of the applicable improvements and shall, at the Village's discretion, be drawn on or retained by the Village in the event that the Developer fails to construct and complete, in a good and workmanlike manner pursuant to and in accordance with this Agreement, the applicable improvements or any portion thereof. Upon the Village's certification of completion of construction of the applicable improvements, the Village shall release the applicable letter of credit. All Guarantee deposits shall be maintained at the Developer's sole cost and expense.

#### SECTION 8. RECAPTURE.

- A. Paid By Develope: The parties do hereby acknowledge that the Developer has no obligation to pay any reconture amount as a result of prior installation of improvements benefiting the Property. Nothing in this Subsection 8.B shall be deemed or construed as relieving the obligation to pay the special annexation fee referenced in Subsection 9.B of this Agreement.
- B. Paid To Developer. The parties agree that benefit will be provided to real estate other than the Property as a result of the Developer's installation of the Off Site Improvements referenced in Subsection 6.A.1 of this Agreement. Accordingly, the Village agrees, within 60 days after receipt of a written request from the Developer, to adopt one or more recapture ordinances, in form and substance satisfactory to the Village Attorney, as necessary to establish such charges to enable the recovery of such other real estate's proportionate share of the actual cost of the Off Site Improvements.

#### SECTION 9. ANNEXATION FEES.

- A. <u>General Annexation Fees</u>. The Developer does hereby acknowledge and confirm that a general annexation fee of \$500.00 per Building Site shall be paid to the Village by certified or cashier's check prior to the issuance of any building permit for such Building Site.
- B. <u>Special Annexation Fees</u>. The Developer does hereby acknowledge and confirm that a special annexation fee of \$1,527.97 per Building Site shall be paid to the Village by certified or cashier's check prior to the issuance of any building permit for such Building Site. Each such special annexation fee shall bear

interest at the rate of 6.5% per annum, compounded semi-annually on January 1 and July 1 in each year, from July 1, 1992 to and including the date of payment to the Village.

#### SECTION 10. DONATIONS AND CONTRIBUTIONS.

The Village and the Developer do hereby acknowledge and agree that all applicable park and school donation requirements with respect to the Property were satisfied at the time of execution of the Annexation Agreement and no additional donations or fees in lieu thereof are required as a result of the Developer's proposed development of the Property.

#### SECTION 11. PAYMENT OF VILLAGE COSTS.

In addition to any other costs, payments, permit fees or other fees required by this Agreement or by applicable Village ordinances and codes, the Developer agrees that it will pay to the Village, immediately and upon presentation of a written demand or demands therefor, all fees, costs, and expenses incurred by the Village in connection with the subdivision of the Property as required by the Subdivision Code, including without limitation the negotiation, preparation, consideration, and review of this Agreement, including those fees and expenses that the Village has paid and will pay to its legal counsel, Burke, Weaver & Prell. Further, the Developer agrees that it will continue to be liable for and to pay such costs incurred in connection with any applications, documents or proposals, whether formal or informal, of whatever kind submitted by it during the term of this Agreement in connection with the use and development of the Property. Furtile, the Developer agrees that it shall be liable for, and will pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

#### SECTION 12. LIABILITY AND INDEMNITY OF VILLAGE.

- Village Review. The Driviloper acknowledges and agrees that the Village is not, and shall not be, in any way, liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans for the Property or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property or the Improvements, and that the Village's review and approval of any such plans and the Improvements and issuance of any such approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, and licensees, or any third party, against damage or injury of any kind and at any time.
- B. <u>Village Procedures</u>. The Developer acknowledges that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement and the Final Plat and agree not to challenge such approval on the grounds of any procedural infirmity or of any denial of any procedural right.
- C. <u>Indemnity</u>. The Developer agrees to, and does hereby, hold harmless and indemnify the Village, the Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, and attorneys from any and all claims that may, at any time, be asserted against any of such parties in connection with (i) the Village's review and approval of any plans or the Improvements,

(ii) the Village's issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property, (iii) any actions taken by the Village pursuant to Subsection 12.B of this Agreement, (iv) the development, construction, and maintenance of the Property and the Improvements, and (v) the performance by the Developer of its obligations under this Agreement and all related agreements.

D. <u>Defense Expense</u>. The Developer shall, and does hereby agree to, pay all expenses incurred by the Village in defending itself with regard to any and all of the Claims mentioned in Subsection 12.C of this Agreement. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the Village.

### SECTION 13. DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS.

A declaration of covenants, easements and restrictions, acceptable in form and substance to the Village Attorney, shall be recorded against the Property within 45 days after recording of the Final Plat and prior to the transfer by the Developer of any Residential Unit located on the Property. At a minimum, the declaration shall include the cedar shake roof maintenance obligation referenced in Subsection 4.F of this Agreement.

#### SECTION 14. CUMPLETION OF CONSTRUCTION.

If the Developer fails (c diligently pursue all construction as required in or permitted by this Agreement to completion within the time period prescribed in the building permit or permits issued by the Village for such construction, and if the building permit or permits are not renewed within three months after the expiration thereof, the Developer shall, within 60 days after notice from the Village, remove any partially constructed or partially completed buildings, structures, and improvements from the Property of other property. In the event that the Developer fails or refuses to remove said buildings, structures, and improvements, as required, the Village shall have, and is hereby granted, in addition to all other rights afforded to the Village in this Agreement and by law, the right, at its option, to demonsh and/or remove any of said buildings, structures, and improvements, and the Village shall have the right to charge the Developer an amount sufficient to defray the entire cost of such work, including legal and administrative costs. If the amount so charged is not paid by the Developer within 30 days following a demand in writing by the Village for such payment, such charge, togrither with interest and costs of collection, shall become a lien on the Developer's leasehold estate in the Property, and the Village shall have the right to collect such charge, with interest and costs, and to enforce such lien in the same manner as in mortgage foreclosure proceedings.

#### SECTION 15. ENFORCEMENT.

The parties hereto may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any Village elected or appointed officials, officers, employees, agents, representatives, or attorneys on account of the negotiation, execution or breach of any of the terms and conditions of this Agreement. In the event of a judicial proceeding brought by any party to this Agreement against the other party for enforcement or for breach of any provision of this

Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees incurred in connection with such judicial proceeding.

Notwithstanding any other right of the Village provided in this Agreement, upon a finding by the Village that the Developer has failed to develop the Property and the Improvements in accordance with any of the requirements of this Agreement, the Developer will not object to the Village taking all actions necessary to vacate the Final Plat in accordance with the procedures of the Subdivision Code.

#### SECTION 16. EXERCISE OF RIGHTS.

The Village shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest. No failure to exercise at any time any right granted herein to the Village shall be construed as a waiver of that or any other rights.

#### SECTION 17. NATURE AND SURVIVAL OF OBLIGATIONS.

The parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, shall constitute both the personal obligation of the party liable for its payment, and the heirs, successors, and assigns of such party, and also a lien upon the Developer's leasehold estate in the Property enforceable in the same manner as in mortgage foreclosure proceedings, until paid. The lien of the charges provided for herein shall be subordinate to the lien of any first mortgage of all or any part of the fee or the leasehold now or hereinafter placed upon the Developer's leasehold estate in the Property; provided, however, that such subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Developer's leasehold estate in the Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the Property from liability for any charges thereafter becoming due, nor from the lien of any subsequent charge.

#### SECTION 18. SUCCESSORS.

- A. <u>Binding Effect</u>. The Developer acknowledges and agrees that the obligations assumed by them under this Agreement shall be binding upon it and any and all of its heirs, successors, and assigns and the successor owners of record of all or any portion of the Developer's interest in the Property.
- B. <u>Transferee Assumption</u>. To assure that such heirs, successors, and assigns have notice of this Agreement and the obligations created by it, the Developer agrees:
  - i. that this Agreement shall be recorded with the Cook County Recorder of Deeds;
  - ii. to incorporate, by reference, this Agreement into any and all agreements that Developer shall enter into for the transfer (as defined below) of all or any portion of its leasehold interest in Property to any party not a party to this Agreement; and

#### C. <u>Transfer Defined</u>. For the purposes of this Section:

- i. The term "transfer" shall include any assignment, transfer, sale, transfer to a receiver or to a trustee in bankruptcy, transfer in trust, or other disposition of the Developer's interest in the Property, in whole or in part, by voluntary or involuntary sale, foreclosure, merger, sale and leaseback, consolidation, or otherwise.
- ii. The term "transfer" shall not include any conveyance to a bona fide purchaser, for value, of a Building Site or Residential Unit.

#### SECTION 19. REPRESENTATIONS AND WARPARTIES.

In order to induce the Village to enter into this Agreement and to adopt the resolutions and grant the rights herein provided for, the Developer warrants and represents to the Village that:

- i. The Developer is duly organized, validly existing, and in good standing as a limited liability company under the State of Illinois;
- ii. The Developer has the authority and the legal right to make, deliver, and perform this Agreement and has taken all necessary corporate actions to authorize the execution, delivery, and performance of this Agreement;
- iii. All necessary consents of any Board of Directors, shareholder, creditors, investors, partners, judicial or administrative bodies, governmental authorities, or other parties regarding the execution and delivery of this Agreement have been obtained:

- No consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the Village) is required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement;
- v. The individuals executing this Agreement on behalf of the Developer have the power and authority to execute and deliver this Agreement on behalf of the Developer;
- vi. The execution, delivery, and performance of this Agreement (i) is not prohibited by any requirement of law or under any contractual obligation of the Developer, (ii) will not result in a breach or default under any agreement to which the Developer is a party or to which it or the Property are bound, and (iii) will not violate any restriction, court order or agreement to which the Developer is subject; and

#### SECTION 20. SEVERABILITY.

It is herety expressed to be the intent of the parties hereto that should any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property be held in alic by a court of competent jurisdiction, then the remaining Agreement shall remain valid and ir full force and effect.

#### SECTION 21. TERM.

The provisions of this Agreement shall run with and bind Developer's leasehold estate in the Property, and shall inure to the benefit of, and be enforceable by, the Developer and the Village, and any of their respective legal representatives, heirs, grantees, successors, and assigns, from the date this Agreement is recorded and until the Improvements are approved by the Village and the public Improvements as required by this Agreement and the Subdivision Code are accepted by the Village; provided, however, that the provisions in Sections 4 and 5 of this Agreement shall remain in full force and effect for so long as the Property is being used and occupied as a planned development in substantially the form as that which was approved by the Special Permit Ordinance. Following such approval and acceptance, the Village agrees, upon written request of the Developer, to execute appropriate and recordable evidence of termination of this Agreement, with the appropriate survival language, as contemplated in this Section. If any of the privileges or rights created by this Agreement would otherwise be unlewful or void for violation of (a) the rule against perpetuities or some analogous statutory provision. (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rule imposing time limits, then such provisions shall continue only until 21 years after the death of the survivor of the now living lawful descendants of the current President of the United States as of the date of this Agreement.

#### SECTION 22. AMENDMENTS.

No amendment to this Agreement shall be effective unless it is in writing and approved by the Village (by resolution duly adopted) and by the Developer.

#### SECTION 23. ANNEXATION AGREEMENT AND TRANSPORTATION AGREEMENT.

The Developer hereby agrees and acknowledges that this Agreement and the Property are subject to the Annexation Agreement and the Transportation Agreement.

#### SECTION 24. NOTICES.

All notices and other communications in connection with this Agreement shall be in writing, shall be deemed delivered to the addressee thereof when delivered in person at the address set forth below, or three business days after deposit thereof in any main or branch United States post office, and shall be sent certified or registered mail, return receipt requested. postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to the Developer:

RKZ Venture Group, L.L.C. A Romanek Properties, Ltd. 8410 West Bryn Mawr Avenue Chicago, Minois 60631 Attentior: Marvin Romanek

with copies (which need not be sent by certified or registered mail) to:

David L. Reifman, E.q. Rudnick & Wolfe 203 North LaSalle Street, Suite 1800 Chicago, Illinois 60601-1293

and

Society of the Devine Word c/o Guenther M. Philipp, Esq. Schiff Hardin & Waite 7200 Sears Tower Chicago, IL 60606

Clart's Office For notices and communications to the Village:

Village of Northbrook 1225 Cedar Lane Northbrook, Illinois 60062 Attention: Village Manager

with a copy (which need not be sent by certified or registered mail) to:

Steven M. Elrod, Esq. Burke, Weaver & Prell 55 West Monroe Street, Suite 800 Chicago, Illinois 60603

By notice complying with the foregoing requirements of this Section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

#### **SECTION 25. EXHIBITS.**

Exhibits A through I attached to this Agreement are incorporated herein and made a part hereof by this reference.

#### SECTION 26. CHANGES IN LAW.

Unless otherwise explicitly provided in this Agreement and the Annexation Agreement any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, notes, or regulations as the same may be amended or modified from time to time hereafter.

#### SECTION 27. GOVERNING LAW.

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Illinois.

#### SECTION 28. HEAD NGS.

The headings of the sections, paragraphs, and other parts of this Agreement are for convenience and reference only and in no way define, extend, limit or describe the scope or intent of this Agreement or the intent of any provision hereof.

#### SECTION 29. INTERPRETATION.

This Agreement has been negotiated by both parties and shall not be construed against the party drafting this Agreement.

#### SECTION 30. NO THIRD PARTY BENEFICIARIES

No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Village or Developer.

#### SECTION 31. TIME OF ESSENCE.

Time is of the essence in the performance of all terms and provisions of this Agreement.

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VILLAGE OF NORTHBROOK

Tage Clerk

Cook County Clerk's Office

WITNESS

RKZ VENTURE GROUP, L.J.C.

#### **ACKNOWLEDGEMENTS**

STATE OF ILLINOIS ) ) SS
COUNTY OF COOK )
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STATE OF ILLINOIS )
COUNTY OF COOK ) SS
This instrument was acknowledge I before me on Ameriker 21, 1996, by Marvin B. Rosse-uk, Manager of
RKZ VENTURE GROUP, L.L.C., an Illirois limited liability company.
"OFFICIAL SEAL"  MARGARET COLLINS Notary Public, State of Illinous My Commission Expires 12/03/97

#### **OWNER'S CONSENT**

The undersigned, the Society of the Divine Word, an Illinois not-for-profit corporation (the "Society"), being the sole beneficiary of the owner of the Property (as defined herein) as of the date hereof, hereby agrees (i) that the leasehold estate of the Developer shall be subjected in its entirety to the covenants, conditions and restrictions set forth in this Agreement, (ii) that the Society shall take all necessary action to cause the creation of permanent easements for the Improvements referred to in Section 6.A.1 of this Agreement, and (iii) that, in the event of expiration or termination of the Developer's leasehold interest in the Property prior to completion of all of the Improvements and Residential Units contemplated by the Planned Development Plan, the Society will not enter into any future lease, contract for sale. development agreement, or any other agreement for development of the Property in accordance with the provisions of the Planned Development Plan without requiring such lessee, purchaser, or developer 10 assume in full all obligations of the Developer under this Agreement, by written instrument in for it and substance satisfactory to the Village. The Society, by the signature of its duly authorized remesentative below, joins in the execution of this Agreement for the limited purposes of consenting to, and permitting the recordation of this Agreement against the Developer's leasehold interest in the Property in the Office of the Recorder of Deeds (as defined herein).

SOCIETY OF THE DIVINE WORD

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Property of Cottoning Clerk's Office

#### LIST OF EXHIBITS

EXHIBIT A Final Engineering Plan

EXHIBIT B Final Plat

EXHIBIT C Legal Description of the Property

EXHIBIT D Residence Types Substitution Plan

EXHIBIT E Techny Real Estate Parcel E-1 -- Royal Ridge Phasing Plan

EXHIBIT F Resolution Approving Final Plat

EXHIBIT G Form of Irrevocable Letter of Credit

EXHIBIT H Form of Disclosure Declaration

EXHIBIT I Advertising and Sales Contract Disclosure Notice

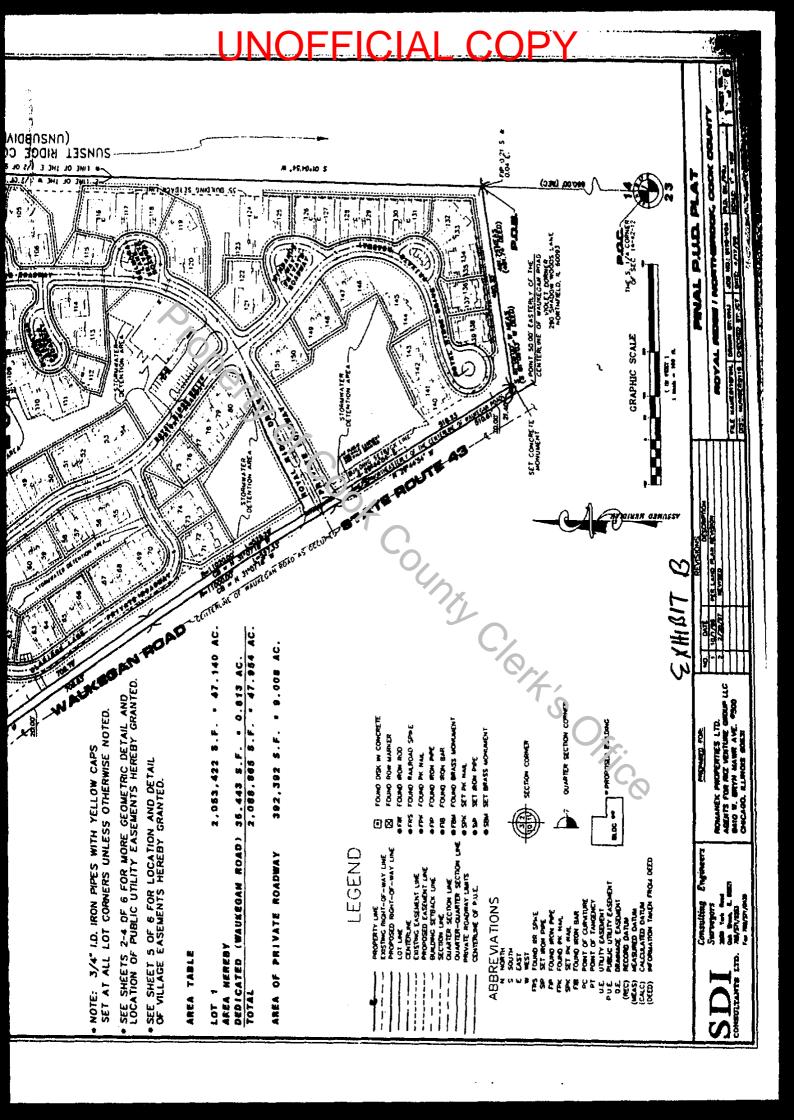
**EXHIBIT A** 

FINAL ENGINEERING PLAN

3-

**EXHIBIT B** 

FINAL PLAT



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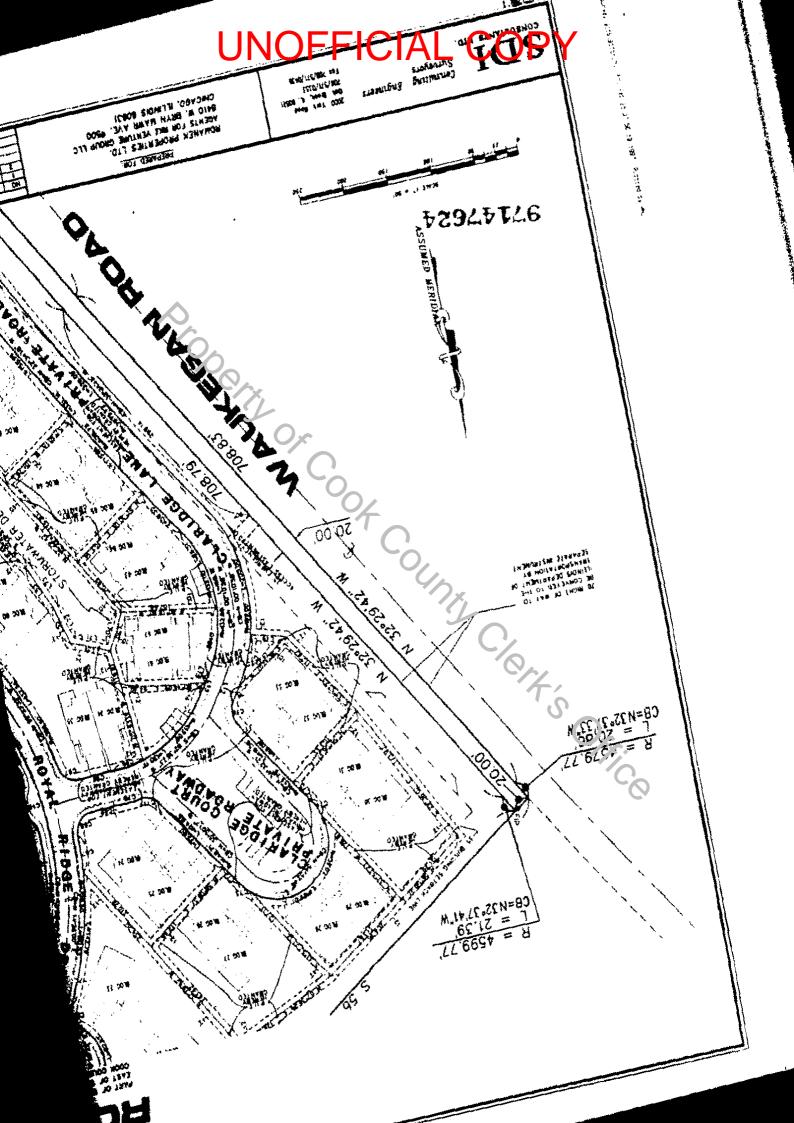
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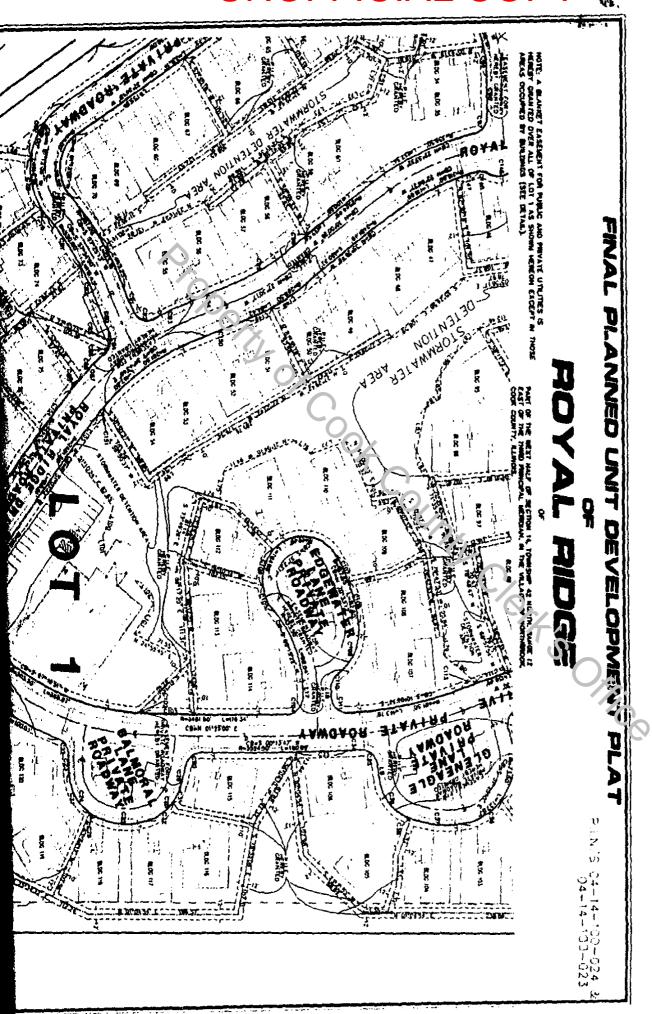
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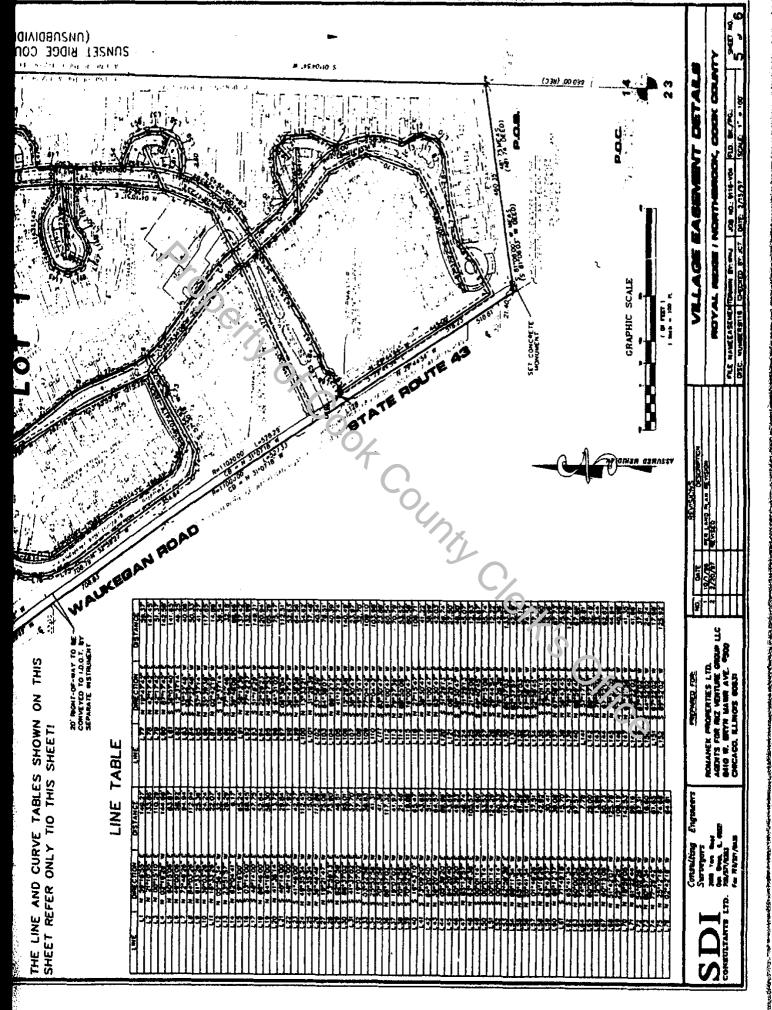


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APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTHBROOK, COOK COUNTY, RLUNOS, AT A METINIC MELD THIS

COMPORATE AUTHORITY'S CERTIFICATE

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APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF MORTHBROOK COOK COUNTY, ALMOS, DATED THIS	THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOHN I'V AND SEVERALLY, TO MYSTELL OPERATE, LAND REMOVE, FROW THE TO THE, FARLIS'S LISED BY CHANGE THE THE THE TO THE, FARLIS'S	TOWNEY, ALMOSS, MORE FULLY DESCONED AS FOLLOWS. IN COOK THE SOUTH OLANDER COMMENCED AS FOLLOWS: COMMENCED AT
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THE OF REMOVE TREES, BUSHES AND ROOTS ANY WE REASONARY TO CUT. ROUMED HEIGHT TO FINE STORY TO CUT.	DESIGNATED PART OF THE FEE OWNER	EES OF MINUTES SAS
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	U.C. 2. 22/20/29 May 15:00 May 16:00	CENTERCATE SHEET
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#### APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF HORTHBROOK COOK COUNTY, ILLINOIS, DATED THIS \_\_\_\_\_\_\_DAY OF I HERBY CERTY THAT I FRO RO DETENDED HISTALLERYS OF OUTSTANDING UNDANG SPECIAL ASSESSMENTS DUE ACAMET THE PROPE DESCRIPTION THE PLAT HEREON DRAWN, HURTHINGON, CODY COUNTY SUPPLY AND DISTRIBUTION, SEMERACE, DE MEREBY RESERVED FOR AND GRANTED TO AN EASEMENT FOR PURPOSES MICLUDING, BUT NOT LIMITED TO, WATER SUPPLY AND DISTRIBUTION, SEMERAGE, DRAMAGE, AND STREET LIGHTING, IS METACE EMCOMECH WILLAGE ENGINEERS CERTIFICATE METYCE COFFECIOR RLWOS, DATED THE 4777557: PLAN COMMISSION'S CENTRICATE MELACE COLLECTOR'S CERTIFICATE CONERNAL VILLAGE EASEMENT PROVISIONS . . 0. 19 \_ A D 15 ATTYCE OF NONDHOOK DAY OF SECONTANT JASCESSEN JOYTH WITYCE CLEME DAY OF

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TO CABLE TELEVISION COMPANY (CHANTEES)

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TO CABLE TELEVISION COMPANY

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TO THE BEST OF OUR INHONLEDGE AND BELIEF THE CHANNACE OF SUBFACE WAITERS WILL HOT BE CHANCED BY THE CONSTRUCTION OF SLICE SUBBRISCH OR ANY PART THEREOF, OR, THAT IF SUID SUBFACE WAITER DRAWAGE WILL BE CHANCED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIFFERSON OF SUCH SUBFACE WAITERS HITO POBLIC ANEAS, OR DELAWS WHICH IS SUBFACE WAITERS HITO POBLIC ANEAS, OR DELAWS WHICH IS SUBFACE WAITERS HITO THE SUID SUPFACE WAITERS HILL BE PLANNED FOR MY ACCOMMENCE WITH CHERULLY ACCOMMENDED ENGINEERING PRACTICES SO AS TO REDUCE THE LIBERAGE OF DAMACE TO THE ADDRESS PRACTICES SO AS TO REDUCE THE LIBERAGE OF DAMACE TO THE ADDRESS. PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

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DANER OR ATTORNEY FOR OWNER

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IN-J IS TO CERTIFY THAT THE FOLLOWING DESCRIBED PRODUCTY WAS SURVEYED AND SUBDIFUED BY SIN CONSULTANTS. LTD. LIMITER THE SUPERVISION OF L COLM TOURE, MAY RELIMINE SECSTREED LAND SUPVEYER, AND THE RELIMINATION OF SAID SURVEY, ALL DISTANCES AND SHOWN IN FEET AND DECMALS THEREOF.

A PARCEL OF LAND WITHER THE THEST HALF OF SECTION 14, TOWNSWP 42 HORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERGIAN, MI COOK COMPTY, ELMROS, MODE FIGLEY DESCRIBED AS FOLLOWS: COMMERCING AT COMPTY, ELMROS, MODE FIGLEY DESCRIBED AS FOLLOWS: COMMERCING AT COMPTY AND COMPTY OF SAID SECTION 14, TRENCE ON AN ASSUMED BEARING OF MORTH OF SAID SECTION 14, TRENCE ON AN ASSUMED BEARING OF MORTH OF DEFECT OF SAID SECTION 14, RECORDS HEST ASPLYAGED AT ROCKES OF MANUFES 34 SECONDS WEST ASPLYAGED AS PECT OF SAID SECTION 14, RECORDS WEST AND SECTION 12, PRICE MORTH 29 SECONDS WEST AND SECTION 12, PRICE MORTHESTERLY OF THE CENTER LAND OF SAID ARC BEAST HORTH AS ROCKES AT MOUTH AS ASSOCIATE AND SECTION 13, DECREES OF THE CENTER LAND OF SAID ARC BEAST HORTH AS ROCKES AT MOUTH OF SAID ARC SECTION 14, PRICE WORTH AS ROCKES AND ARC BEAST HORTH AS ROCKES AT MOUTH AS ROCKES AND ARC BEAST HORTH AS ROCKES AT MOUTH OF SAID ARC BEAST HORTH AS ROCKES AND ARC BEAST HORTH AS ROCKES AT MOUTH AS ROCKES AND ARCHES MOUTH SECONDS WEST ADDRESS AND ARCHES AS ROCKES AT MOUTH AS ROCKES AND ARCHES AS ROCKES AS AND ARC BEAST HORTH AS ROCKES AND ARCHES AS ROCKES AS AND ARC BEAST HORTH AS ROCKES AND ARCHES AS AND ARC BEAST HORTH AS ROCKES AS AND ARCHES AS AND ARC BEAST ADDRESS AS AND ARC BEAST HORTH AS ROCKES AS AND ARCHES AS AND AR BECOMMING, IN COOK COUNTY, RELINGUS

THIS IS ALSO TO CERTIFY THAT UPON CONFLETION OF CONSTRUCTION, CONCRET MONUMENTS, AS SHOWN, AND MON PURES AT ALL LOT CONFLET AND POINT OF CHANCES IN ALICHAENT WILL BE SET.

THE IS ALSO TO CENTRY THAT THE PROPERTY, AS DESCRIBED ON THE AMPERED PLAT, LIES WITHIN THE EXPRONATE LIMITS OF THE VILLACE OF NORTHHOPICOUR ILLIHOIS, WHICH HAS ADDITED A COMPRESENSIVE PLAN.

THS IS ALSO TO CERTIFY THAT THE PROPERTY COVERED BY THIS PLAT OF SUBDIVISION IS SITUATED BY DONE, "C" OR "AREAS OF MIRMAN, FLOODING" ACCORDING TO THE FEDERAL EMERGENCY MARKEMENT ACENCY AS SHORN, OR THIS MAKE COMMUNITY PARKEL HO, 17912 0009 D REFEECTIVE DATE OCCEMBER 15, 1990. GIVEN UNDER MY MAND AND SEAL AT 8 A D 19 L. RUMOS, THIS

J, COLIN TOLINE
REMOVS RECOSTERED LAND SURVEYOR NO.
SQL CONSULTARITS, LTD.

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Consulting Engineers

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STATE OF ILLINOIS OWNERS CERTIFICATE

\$29<sub>2,5</sub>7<sub>2,6</sub>

# FINAL PLANNED UNIT DEVELOPMENT PLAT

# BOYAL FIDGE

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EAST OF THE THIRD PRINCIPAL MERIDIAN. IN THE VILLAGE OF NORTHBROOK PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 47 WORTH, RANGE 12 COOK COUNTY, ILLINOIS.

# EASEMENT PROVISIONS

A PERRYTULL CASCIONT IS MOREST CRANTED IN THE VILLAGE OF MORTHINGON.
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ALLHOS, AND ITS MORMEES OVER, UNIM AND THEIR THAT AREA DESONATED
AND ANTER DETERMINENT AREA TO CHIEFE HIM IN ROCH OF MORESS AND
AS A STORM METER DETERMINENT AREA TO CHIEFE HIM IN ROCH OF MORESS AND
ECRESS UPON SAID DETERMINE AND A THE HOPE HIMPORES. THE AND THE RICHARD FOR THEIR STANCISHES,
ASSEMBLY SAIL MOCKANDE IN MORN TO MEAN OF MAD DIMENS OF SHERE STANCISHES,
TO CUT THEES, LANDSCAMBLY DEEL ACCESSARY IN CORPE TO MARKEM SAID
ALLHOOS, SMALL MEASONABLY DEEL ACCESSARY IN CORPE TO MARKEM SAID
ALLHOOS, SMALL MEASONABLY DEEL ACCESSARY IN CORPE TO MARKEM SAID DETENTION AND AS A ST DIM MATER OFTENTION AREA

# RESTRICTIVE COVEN/ATS

THES IS TO CERTETY THAT COLE TAYLOR BANK, AS SUCCESSOM FRUSTEE TO MARRIS TRUST AND SANNICS BANK U/T/A DATED 4/28/97 A/K/A TRUST AND ST THE OFFICE OF THE PROPERTY OFS-CREED ON THE ANNEXED PLAT AND AS CAUSED THE SAME TO BE SUPPLYED AND SUPPLYED AS MODICATED THE SAME USES AND PURPLES THERE SET FORTH, AND ONES THEREBY ACCROMMEDGE AND ADDRITTHE SAME UNDER THE STYLE AND TITLE HEREST ACCROMMEDGE AND ADDRITTHE SAME UNDER THE STYLE AND TITLE HEREST ACCROMMEDGE.

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ON THE PLAT THEREFOR AND HEREBY ALSO MESERVES FOR THE VILLAGE OF MORTHBROOM, THE AMERICAN COMPANY, THE MORTHBROW ELLINGS CAS COMPANY, THE COMMONWEALTH EDSON COMPANY, AND TO CABLE TELEVISION COMPANY, THE EASEMENT PROVISIONS WHICH

THE UNDERSTONED MEMBER DEGLEATER FOR PUBLIC USE THE LANDS SHOWN

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AFTEST. (DENOTE TITLE) ME STATED HEREOM.

A) A PORTON OF TO 1 AS SHOWN ON THIS PLAT OF SUBDIVISION SHALL BE REPORT? AND THE LARGE AS A STORM WAITER RETENTION AREA, AND A EASIEN OF FOREIGN FOR THE BENEFIT OF EASIEN OF FOR THE BENEFIT OF ALL ID "WHITE HERS SUBDIVISION THIS STORM WAITER DETENTION AREA. IS DUCKHAILL DETENTION AREA. ON THE PLAT OF SUBDIVISION

WELAGE OF NORTHBROOK, RELWOIS

C) THE OWNER OF SHAT PORTION OF LOT 1 WHICH IS LOCATED METHER THE DETENTION AND, SHILL MAINTAIN A CRASS COVER ON THE SUPPLACE OF SUCH ADDITION OF HIS LOT AND SHALL MEED SUCH CRASS AND LANDSCAPING IN A PRIMARED CONDITION.

D) IF THE MELACE OF MORPHISHOOK, REMONE, SHALL BE BECOMESTED TO EXPEND ANY PLANTS BY REASONS OF THE WOLATION OF ANY OF THE FORECOME CONFERNATE.

FINANCE THE ORNER WICH AND SHALL HAVE A LESS ON THE LOT OF SUCH OWNER CONFINANT OR COTENHANTS AND SHALL HAVE A LESS ON THE LOT OF SUCH OWNER CONFINANT OR COTENHANTS AND SHALL HAVE A LESS ON THE LOT OF SUCH OWNER CONFINANT OR COTENHANTS AND SHALL HAVE A LESS ON THE LOT OF SUCH WOLATION IN AN AN ANDARY EQUAL TO THE ANDINN'S EXPENSION DECLARED OF SUCH WOLATION IN AN AN AND AND THE ANDINN'S EXPENSION DECLARED.

E) THE CONTRAST SHALL BUT WITH THE LAND AND SHALL BE BROWNE UPON THE OWNER OF LOT 1 THE BRESPECTURE SUCCESSIONS, ASSOCIAS AND GRANTEZS AND CHARTESS AND CHARTESS AND CHARTESS AND CHARTESS AND CHARTESS CONTRAST SHALL BUT CONTRAST OF BRESPECTURES AND ALL OF THE LOTS A RAY ALL BUT OF MAN TO THE LOTS AND ALL OF THE

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# ADDITIONAL PROVISION

ALL LAND SUBDIVIDED BY THIS PLAT IS AND SHALL FURTHER BE SUBJECT TO THAT CERTAM DECLARATION OF COVENANTS, RESTRICTIONS, RASEARTIS AND BOSHTS FOR THE ROTAL MODE SUBDIVISON TO BE RECORDED OF THE MATER THE RECORDATION OF THIS PLAT IN THE DEFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLEWOIS.

STATE OF SLUNOS ) SS

REMOS, DO HURBY CERTYY THAT I THO HO DELMOURT CENTRAL TARES. HO UNDAD SYEGAL TARES, HO NO CUMBAD CHARRY CENTRAL TARES, HO HUMAD SYEGAL TARES, HO GRAD FORETITO TARES, HO OF CHARLES TAND HO GEORGE-LANDE TAY SALES ACAMPS THAT OF THE LAND HICLIODS HIT HE ANNEXED PLAT. I DO FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FREES HI CONNECTION MITH THE ANNEXED PLAT. COUNTY CLERK OF COOK COUNTY.

GALH THORES ALL HAND WAS SENT OF THE COMMAN DE COOM

COUNTY CLERK

SUBFACE WATER STATEMENT

AN EASEMENT IS HERRET RESERVED FOR AND GRANTED TO HORSTHERM LINKOS CAS COMPANY, ITS SUCCESSORS AND ASSORS ("NI-CAS") TO ALTHOS CAS COMPANY, ITS SUCCESSORS AND ASSORD REACHER FACILITY

CONTRACT PUBLIC CERTIFICATE

GIVEN UNDER MY HAMO AND NOTAMAL SEAL THIS

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AND PURPOSE OF SAME PROPERTY ACT OF SAME PROPERTY A AUTHORITY OVEN BY THE

THEM FIRE AND VOLUMPARY ACT, AND AS THE TOF SAID TO BE AFRIED THERETO, PURSUANT TO

AND PURPOSES THEREIN SET FORTH.

**EXHIBIT C** 

LEGAL DESCRIPTION OF THE PROPERTY

#### **EXHIBIT C**

#### Legal Description of the Property

A PARCEL OF LAND WITHIN THE WEST HALF OF SECTION 14, TOWNSHIP 42 NORTH. RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 14; THENCE ON AN ASSUMED BEARING OF NORTH 01° 04' 54" EAST ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 14, 660,00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 81° 06' 03" WEST 481.74 TO A LINE THAT IS 50 FEET EASTERLY OF THE CENTER LINE OF WAUKEGAN ROAD AS MEASURED AT RIGHT ANGLES THERETO; THENCE NORTH 29° 44' 54" WEST ALONG SAID 50 FOOT LINE, 510.61 FEET; THENCE NORTHWESTERLY 527.33 FEET ALONG THE ARC OF A CIRCLE CONVEX NORTHEASTERLY WITH A RADIUS OF 11,000.00 FEET (THE CHORD OF SAID ARC BEARS NORTH 31° 07' 18" WEST 527.28 FEET); THENCE NORTH 32° 29' 42" WEST 708.83 FEET TO A POINT ON A LINE 33.00 FEET NORTHEASTERLY OF THE CENTER LINE OF WAUKEGAN ROAD; THENCE NORTHEASTERLY 20.86 FEET ALONG THE LAST SAID LINE BEING THE ARC OF A CIRCLE CONVEX NORTHEASTERLY WITH A RADIUS OF 4579.77 FEET (THE CORD OF SAID ARC BEARS NORTH 32° 37' 32" WEST 20.86 FEET); THENCE NORTH 56° 06' 37" EAST 869.09 FEET; THENCE SOUTH 61° 04' 23" EAST 45.94 FEET; THENCE NORTH 49° 40' 45' EAST 890.51 FEET TO SAID NORTH-SOUTH CENTER LINE OF SECTION 14; THENCE SOUTH 01° 04' 54" WEST ALONG SAID NORTH-SOUTH CENTER LINE OF SECTION 14, 2474, 54 FEET TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as Techny Real Estate E-1

Permanent Real Estate Index Nos.: 04-14-100-024 and 04-14-100-023

After recordation of the Final Plat, the Property will be legally described as:

LOT 1 IN ROYAL RIDGE SUBDIVISION; BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS.

97147624

EXHIBIT C Page 1 of one

**EXHIBIT D** 

RESIDENCE TYPES SUBSTITUTION PLAN

Property of Cook County Clark's Office

97147624

EMMIRIT TO FINAL DEVELOPMENT PLAN DATED DETORER 1. 1994 SAX TIME AD SPONINTINGERS

RE ENTH IN POND

TENTION POHD

PARTIE INDICHE HIBO

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the specific eith locations are referenced by the unit number of atom on the Development

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Alper & Alper, Inc. - Planners

Douglas Hills Associates. Inc. - Landscape Architecta SDI Consultants, Ltd - Civil Engineers Otis Associates, Inc. - Architects NORTHBROOK

ILLUSTRATIVE DEVELOPMENT PLAN

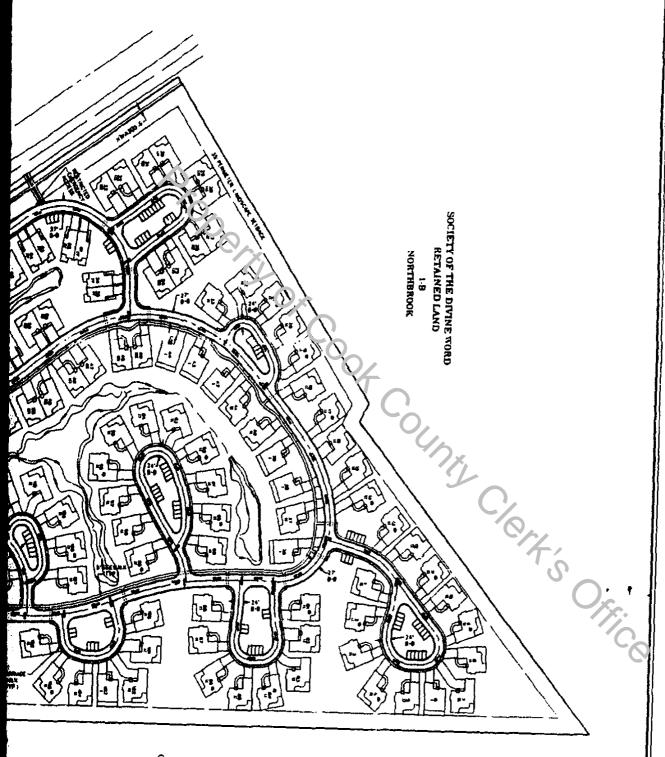
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Rev. Oct. 1, 1996

Romanek Properties Ltd/Managing Partner

RKZ Venture Group L.L.C.

CYHIBIT D



SUNSET RIDGE COUNTRY CLUB R3 COOK COUNTY

#### **EXHIBIT E**

TECHNY REAL ESTATE PARCEL E-1 - ROYAL RIDGE PHASING PLAN

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Exhibit E

## SOCIETY OF THE DIVINE WORD RKZ VENTURE GROUP, L.L.C.

### Techny Real Estate Parcel E-1 - Royal Ridge Phasing Plan

SDI Consultants, Ltd. has prepared certain documents showing the phasing plan for the Royal Rioge Development. The phasing plan shows major infrastructure components as they relate to the sequence of construction. Included are pavement, sidewalks, sanitary sewer, storm sewer, water main and street lighting. Mass grading of the earthwork will be done for the entire site as part of Phase I. Fine grading, final seeding and/or sodding and similar work will be phased in accordance with the phasing plans.

Street lighting, sidewalks, sanitary services, water main services, and storm services will be constructed in conjunction with the Phase in which the adjacent roadway or adjacent main is installed, without regard to the phising of construction of dwelling units. Storm systems that serve a particular building sump pumps (systems not listed below) will be installed in the same Phase in which such building is constructed.

The allocation of dwelling unit building sites included in each Phase is as follows:

	//X IUIAL
	LV/ELLING UNITS
Ohaan I	C <sub>2</sub>

Phase I	57	
Phase II A	31	
Phase II B	19 '\$	
Phase III	44	
Total	151	2

Certain infrastructure facilities for Phase I will be constructed on Phase II and/or Phase III land. Infrastructure construction will proceed as set forth below and as depicted in three plats prepared by SDI Consultants, Ltd., Project No. 9116-554, dated 8/27/96, as revised, and identified as follows:

Property of Cook County Clerk's Office

DRAWING NO.	TITLE	REVISION NO.
Pl	Roadway Phasing Plan	3 (10/22/96)
P2	Sanitary Sewer and Water Main Phasing Plan	3 (10/22/96)
P3	Storm Sewer and Street Lighting Phasing Plan	3 (10/22/96)

### PHASE I

Road A from station (120 + 50) to (155 + 10)

Road B in its entirety

Road C in its entirely

Road D in its entirer

Road I in its entirety

Road E from station (17 % 00) to (17 + 40)

Road F from station (24 + 03) to (24 + 32) and station (27 + 91) to (28 + 19)

Road G from station (30 + 00) to (30 + 26)

Road H from station (39 + 00) to (35 / 26) and station (41 + 16) to (41 + 48)

Road J from station (55  $\pm$  00) to (55  $\pm$  41) and station (58  $\pm$  89) to (59  $\pm$  25)

### Sanitary System

From existing Sanitary Manhole to Sanitary Manhole 1

Sanitary Manhole 1 to Sanitary Manhole 18 excepting 120' (+/-) between Sanitary Manhole 8 and Sanitary Manhole 9 CAT'S OFFICE

Sanitary Manhole 11 to Sanitary Manhole 28

Sanitary Manhole 28 to a stub past Sanitary Manhole 33

Sanitary Manhole 3 to Sanitary Manhole 35

Sanitary Manhole 5 to Sanitary Manhole 36

Sanitary Manhole 6 to Sanitary Manhole 37

#### Storm System

System 2 in its entirety

System 3 in its entirety

System 5 in its entirety

System 6 in its entirety

System 4 from FES 4-1 through structure 4-7

System 7 in its entirety

System 9 from FES 9-1 through structure 9-5

All of System 10 with the exception of structure 10-5 through 10-8 and structure 10-10 through 10-12.

System 12 in its entirety with the exception of storm 12-5 through 12-9, 12-11 and structure 12-16 through 12-19 and flared end section 12-2.

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### Water Main

Road A from Station 120 + 50 to 155 +00

Road 8

Road C

Road D

Road G to the northeast corner of the site

Road H

Road I

#### PHASE II

### CLACWAY

Road A from Phase 1 through its completion

Roud Kin its entirety

Road Units entirety

Road E from Phase I to its completion

Road F from Phase I to its completion

### Sanitary System

From stub near Sanitary Manhole 1 to Sanitary Manhole 22.

Sanitary Manhole 22 thiough Sanitary Manhole 27

Sanitary Manhole 22 to Sahitary Manhole 39

From the stub near Sanitary Manhole 7 to Sanitary Manhole 38

From the stubinear Sanitary Manhole 3 to Sanitary Manhole 9.

### Phase II Storm System

System 1 in its entirety

System 8 in its entirety

From the stub near storm 9-5 past storm 9-7

#### Water Main

Road A from Station 155+00 to 163+50. From 163+50 through "loop" back to Road A.

Road E

Road F

#### PHASE III

### Roadway

Road G from Phase 1 through its entirety.

Road H from Phase I through its entirety

Road J from Phase I through its entirety

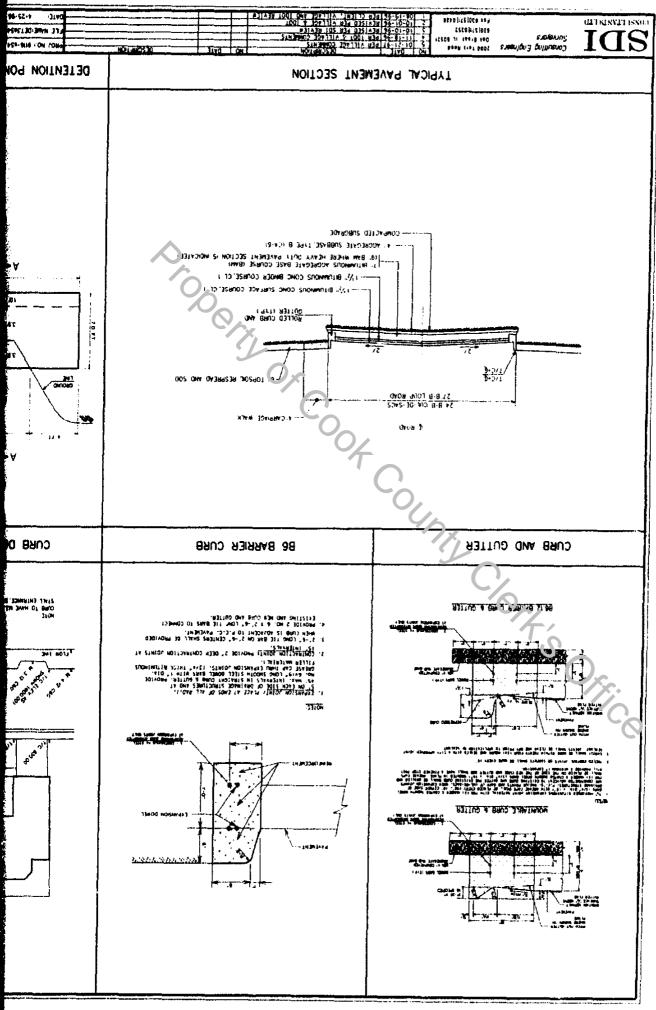
### Sanitary System

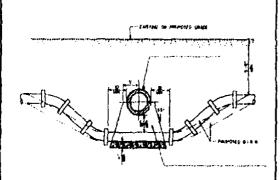
From the stub near Sanitary Manhole 18 through Sanitary Manhole 21 From the stub near Sanitary Manhole 33 to Sanitary Manhole 34

Office

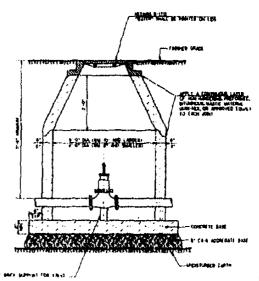
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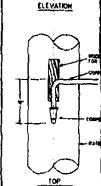




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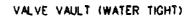
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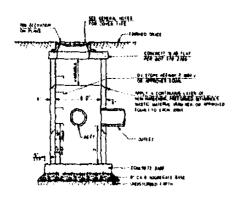


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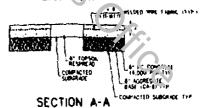




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PLAN VIEW





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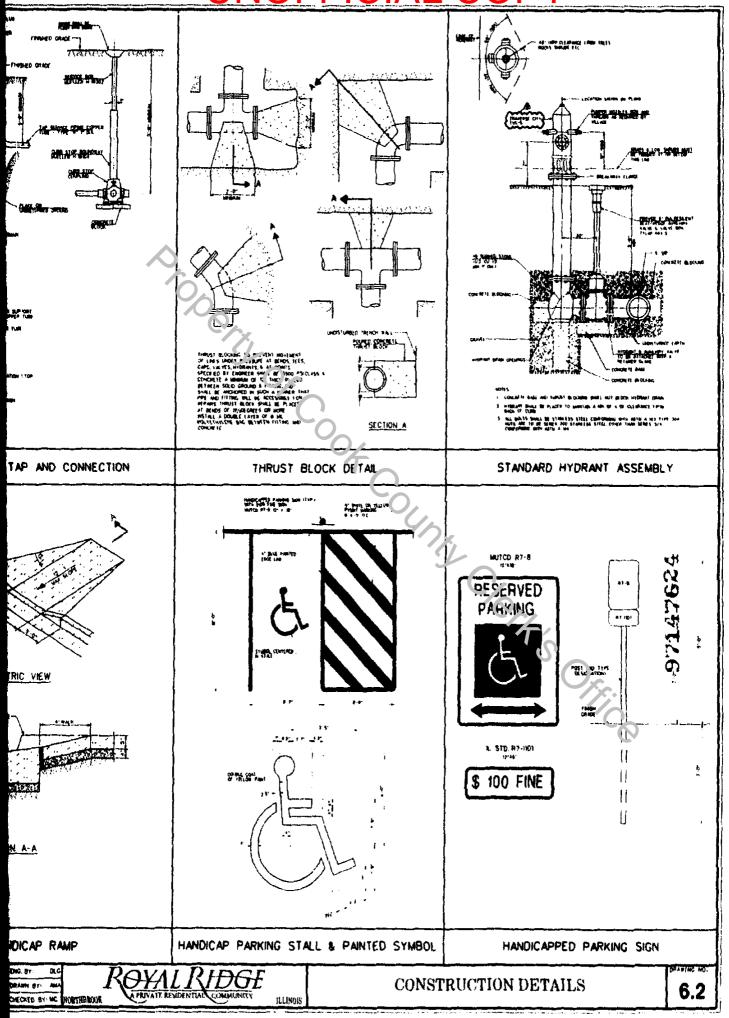


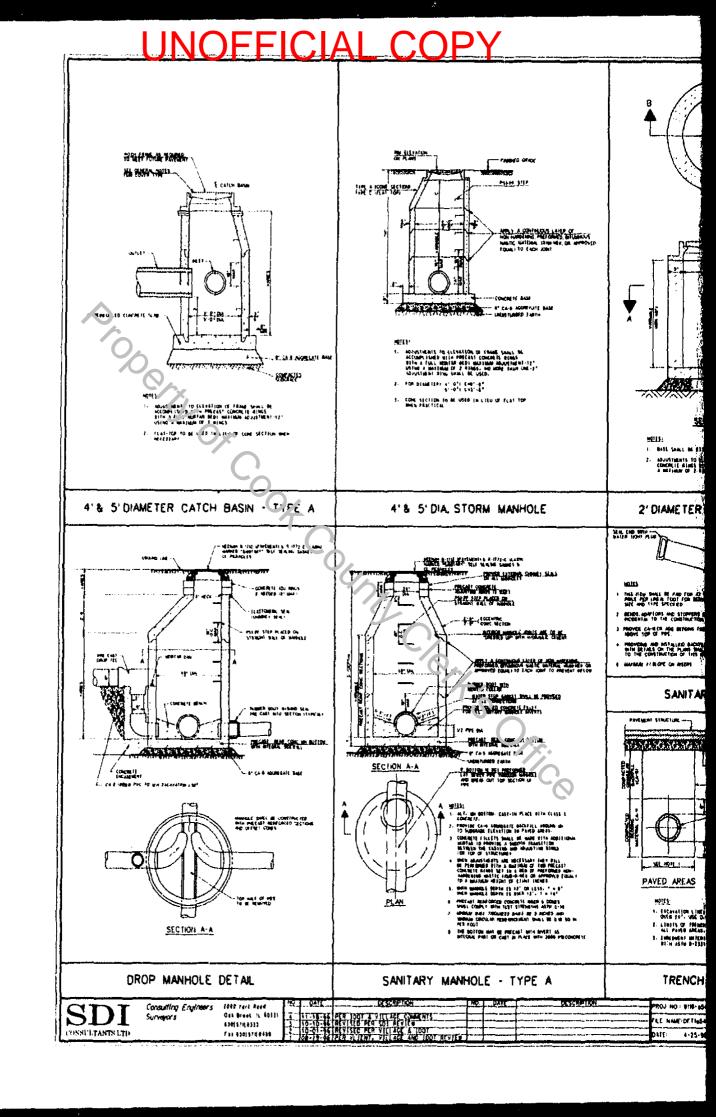
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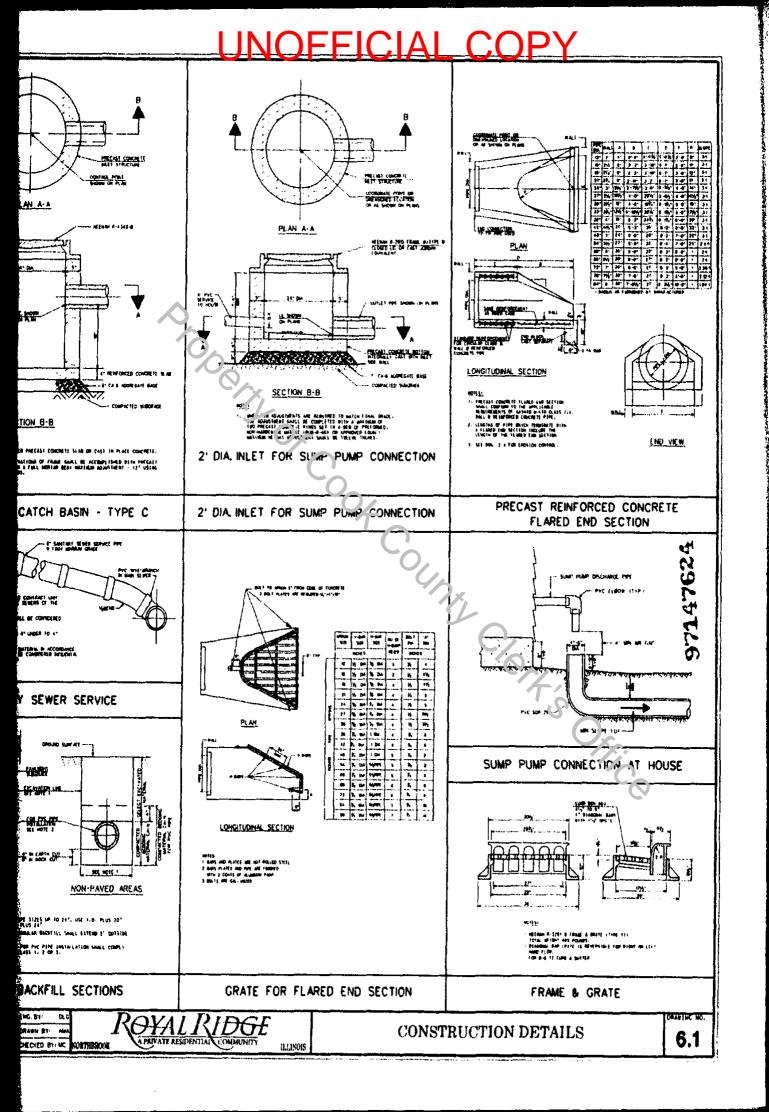
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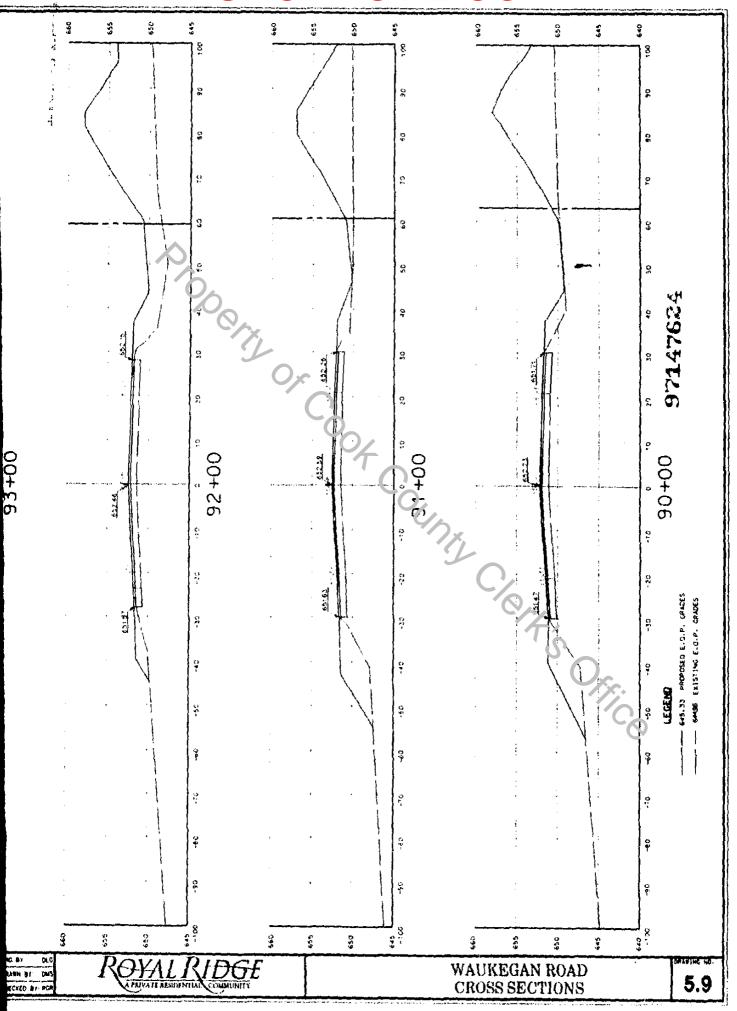
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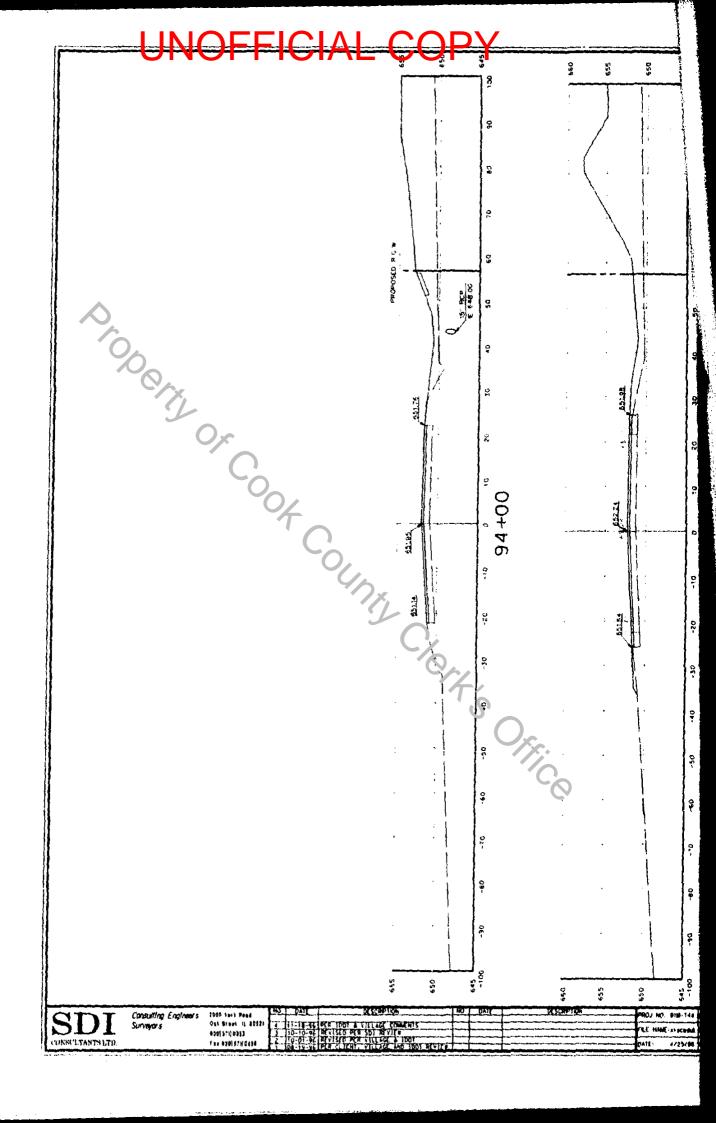
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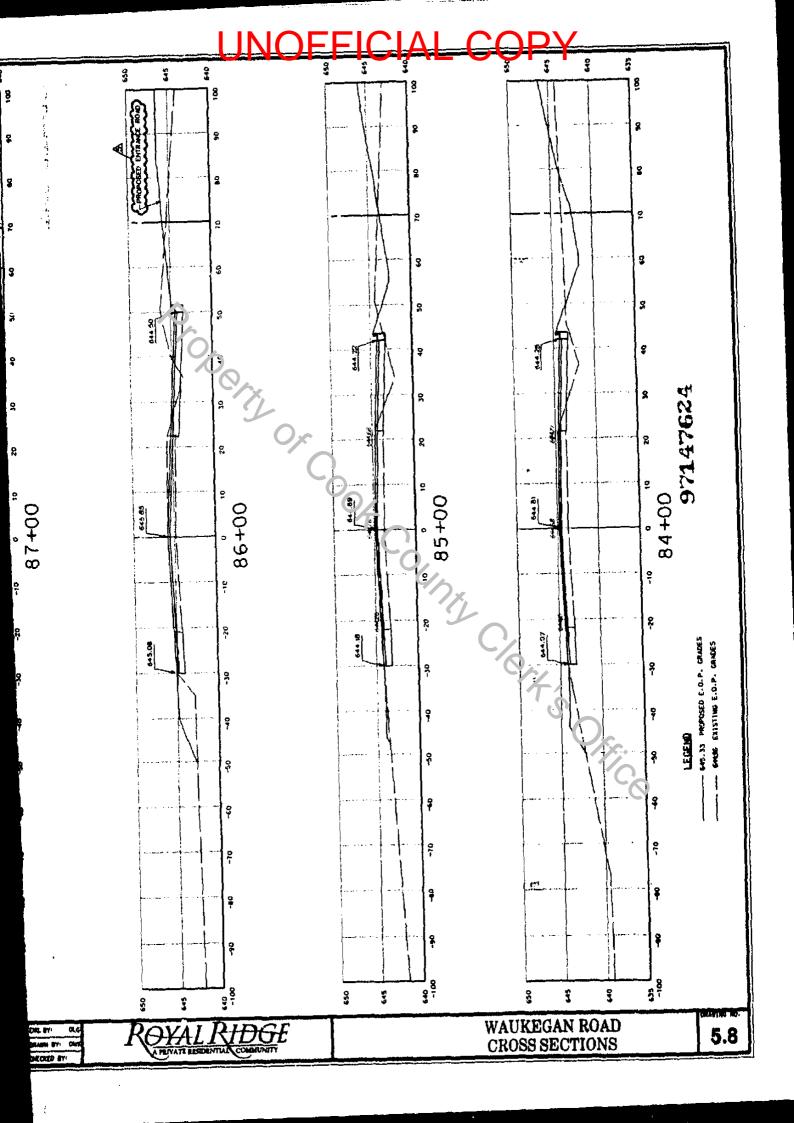


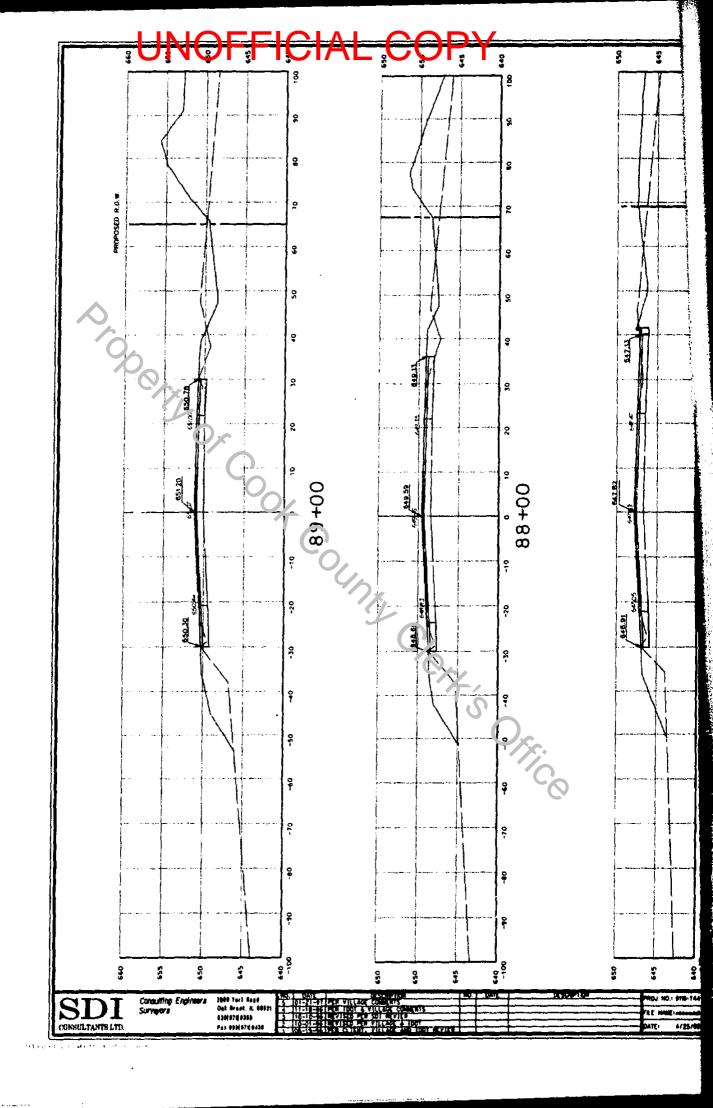


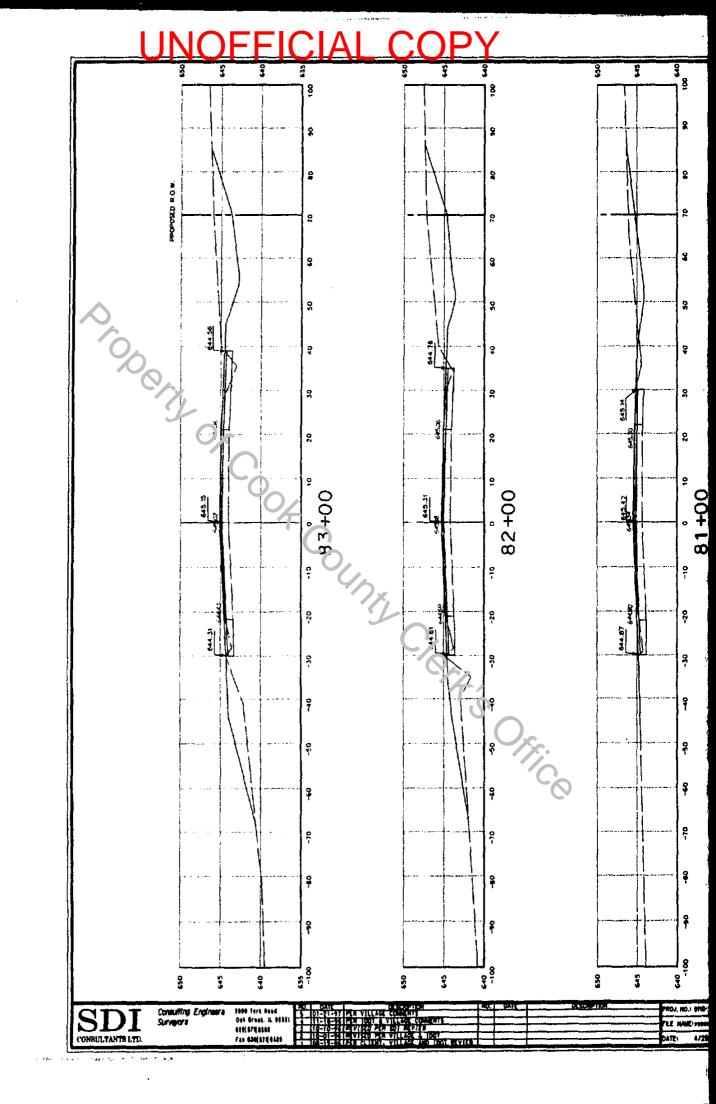


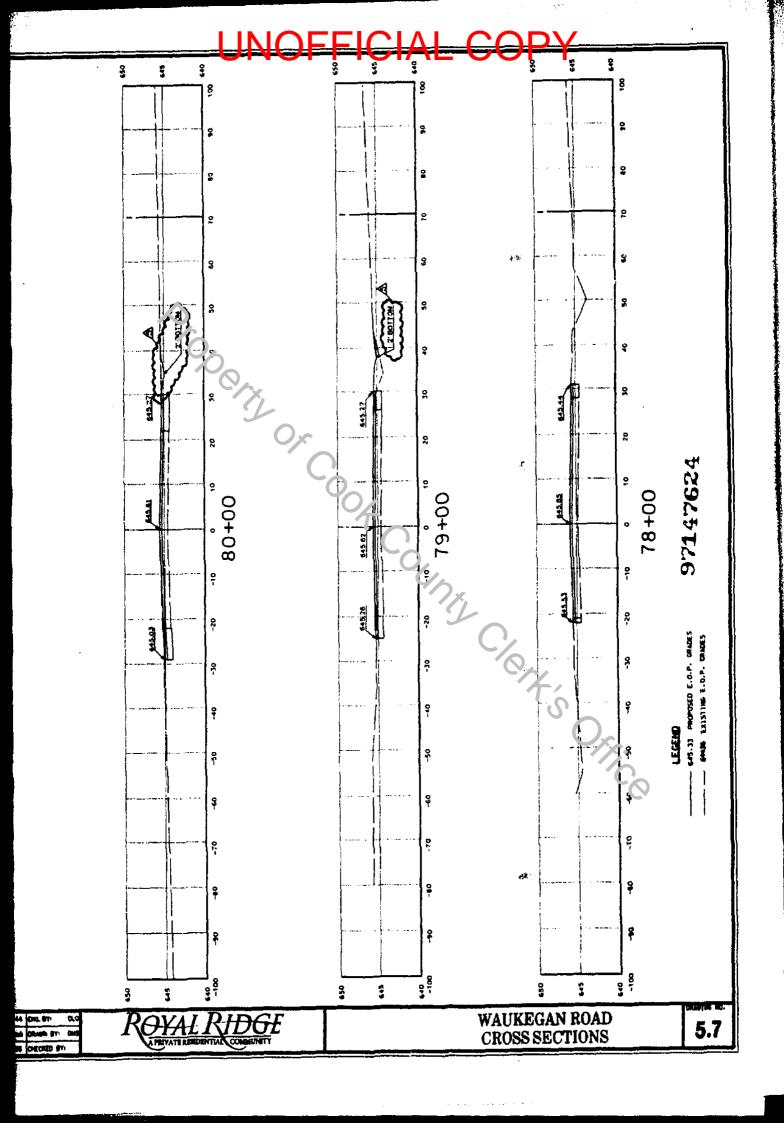


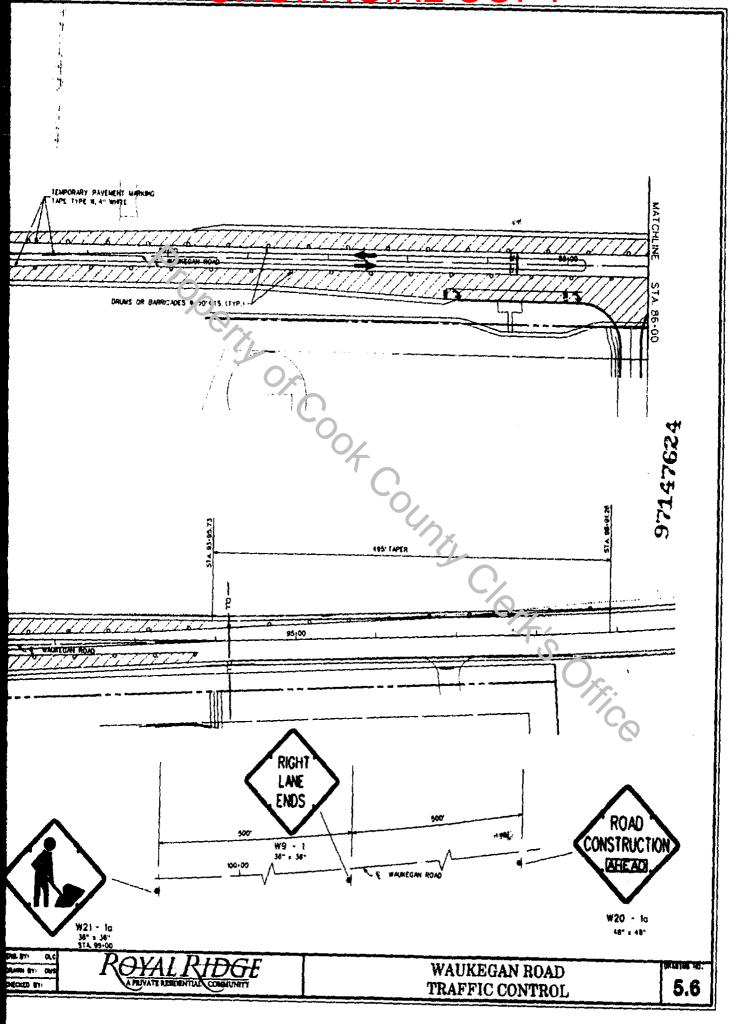












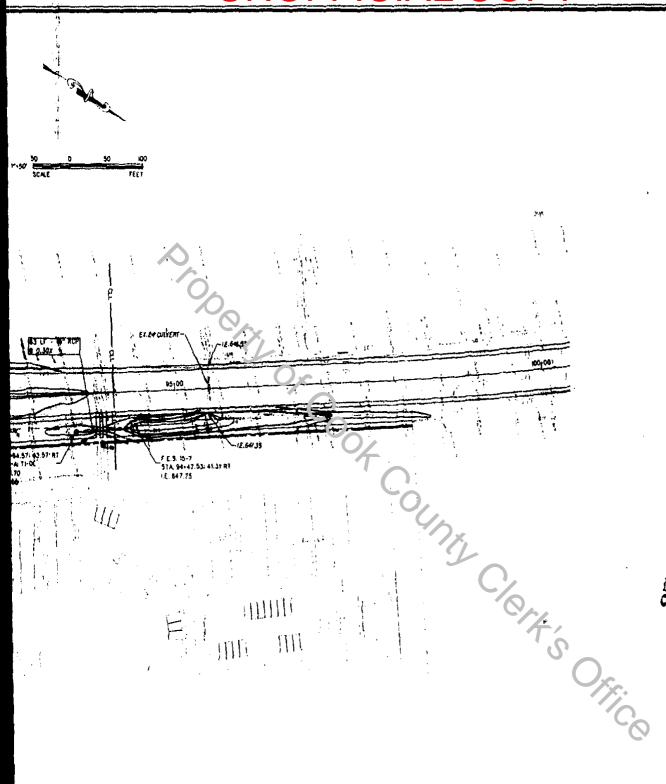
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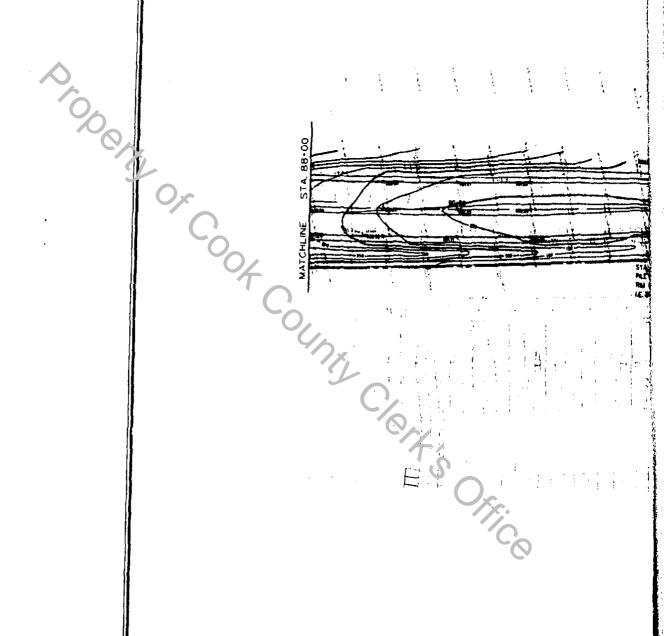


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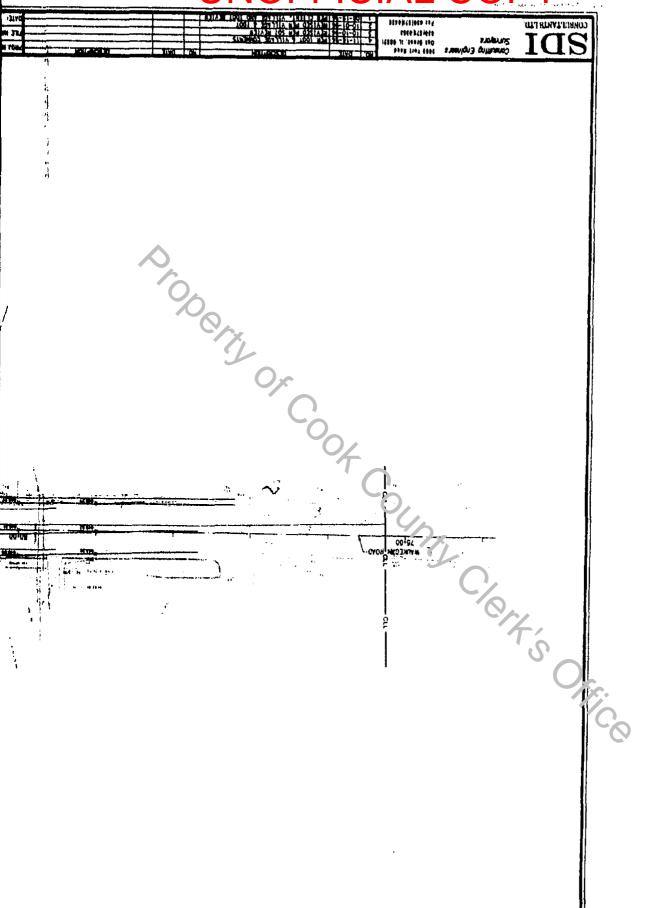
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Consulting Engineers Surveyors

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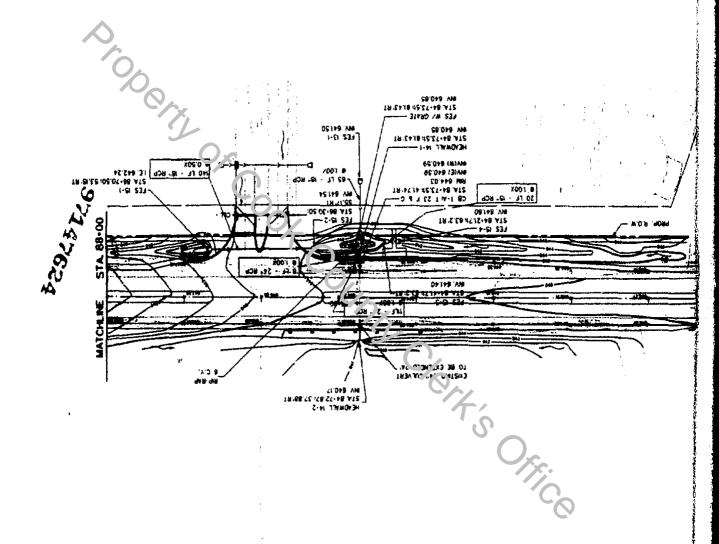
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