

A G R E E M E N T

THIS AGREEMENT made and entered into this 13th day of March, 1978, by and between DUVAN, INC., an Illinois corporation (individually and on behalf of MILL CREEK ASSOCIATES, a joint venture), KEARNEY BROTHERS, INC., an Illinois corporation, PEACE MEMORIAL DEVELOPMENT CORP., an Illinois corporation, LAWN BUILDERS INC., an Illinois corporation, KAST DEVELOPERS, INC., an Illinois corporation, all of the foregoing individually and on behalf of 131ST STREET JOINT VENTURE and 131ST STREET JOINT VENTURE (hereinafter referred to as "DEVELOPERS" or "DEVELOPER") and BEVERLY BANK, as Trustee under Trust Agreement dated April 24, 1973 and known as Trust Number 8-4289 and as Trustee under Trust Agreement dated December 31, 1975, and known as Trust Number 8-5300 and LA SALLE NATIONAL BANK OF CHICAGO, as Trustee under Trust Agreement dated May 19, 1977, and known as Trust Number 52531 and as Trustee under Trust Agreement dated December 15, 1976, and known as Trust Number 51202 (hereinafter referred to as "OWNERS"), and the VILLAGE OF ORLAND PARK, ILLINOIS, an Illinois municipal corporation (hereinafter referred to as "VILLAGE"). DEVELOPERS, OWNERS and the VILLAGE are hereinafter collectively referred to as the "PARTIES".

W I T N E S S E T H:

WHEREAS, the DEVELOPERS and OWNERS (of record) are the owners and/or contract purchasers of approximately 471.30 acres of land, as follows:

<u>DEVELOPER</u>	<u>OWNER</u>	<u>ACRES</u>
MILL CREEK ASSOCIATES	BEVERLY BANK, TRUST NUMBER 8-4289	126.03
KEARNEY BROTHERS, INC.	LA SALLE NATIONAL BANK OF CHICAGO, TRUST NO. 52531	69.03
PEACE MEMORIAL DEVELOPMENT CORP.	PEACE MEMORIAL DEVELOPMENT CORP.	74.64
LAWN BUILDERS, INC.	BEVERLY BANK, TRUST NUMBER 8-5300	187.40
KAST DEVELOPERS, INC.	LA SALLE NATIONAL BANK OF CHICAGO, TRUST NO. 51202	14.20,

which real estate is hereinafter referred to as the "PROPERTY" and is legally described in Exhibit "A" which is attached hereto and made a part hereof; and,

WHEREAS, the DEVELOPERS have created a joint venture known as 131ST STREET JOINT VENTURE for the purpose of providing a water supply (deep well, pump house, water softening apparatus, elevated storage tank and all related appurtenants and elements useful in connection with a water supply and water distribution system), water main transmission lines and sanitary sewer improvements, including sewerage lift station complete with wet well, standby engine generator and forcemain (and all other appurtenants and improvements necessary, useful, or convenient for collection and disposal in a sanitary manner), to service the PROPERTY owned by them, as aforesaid, all of the aforesaid improvements are hereinafter referred to as "THE PROJECT" or "THE SYSTEM", all of which improvements are more specifically described in a preliminary study prepared by Edmund M. Burke & Associates, Inc., Ltd. (hereinafter referred to as "BURKE") entitled "131st Street Joint Venture, Village of Orland Park, Master Plan, Watermain and Sanitary Sewer Improvements (Job No. 77-70 dated March 21, 1977), revised January 20, 1978" the

contents of which are hereby incorporated by reference and made a part hereof (Note: the improvements to be completed by the 131st Street Joint Venture are marked in red and blue on said plan; all other improvements including gravity sewer trunk system are to be the responsibility of each party forming the DEVELOPER group); and,

WHEREAS, the DEVELOPERS agree to design and oversize the 131st Street Sanitary Sewer to service adjoining land not now owned by them and consisting of an additional 617 unsubdivided acres (which will require increased lift station capacity, standby engine generator and forcemain pipe size), and the VILLAGE is agreeable to such design and expansion of the system at this time subject to the provisions and conditions as are hereinafter contained; and

WHEREAS, the DEVELOPERS propose to transfer, assign and convey to the VILLAGE the waterworks and sewerage system, as aforesaid, without any cost or expense to the VILLAGE, and for the VILLAGE to thereafter maintain and operate said system, and the VILLAGE is agreeable to acquire and thereafter operate and maintain said system upon the terms and conditions set forth hereafter; and

WHEREAS, the DEVELOPERS and the VILLAGE wish to enter into a binding agreement with respect to the water and sewerage system as hereinabove described and to provide for various other matters relating to the development and improvements for all properties to be serviced by the aforesaid water and sewerage systems as hereinafter described; and

WHEREAS, the acquisition of the water and sewerage systems and the maintenance of same by the VILLAGE would benefit the VILLAGE and would constitute and promote sound planning and development of properties in close proximity to the VILLAGE and allow it to protect the VILLAGE and the environment by maintaining the water distribution and sewerage systems; and

WHEREAS, the corporate authorities, have by Ordinance approved

the contemplated project pursuant to the applicable provisions of the Statutes of the State of Illinois.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the DEVELOPERS, the OWNERS and VILLAGE agree as follows:

1. Preambles. The preambles set forth above are hereby included and made a part of this Agreement.
2. Acquisition of System. Subject to the provisions of Division 139 of Article 11 of Chapter 24 of the Illinois Revised Statutes (1975), as amended, and the agreements hereinafter contained, the DEVELOPER, the OWNER and the VILLAGE respectfully agree to do all things necessary or appropriate to cause the aforescribed water and sewer systems and the water and sewer systems within each subdivision of the PROPERTY to be constructed and turned over to the VILLAGE as promptly as practical after the execution of this Agreement.
3. Design of System. The DEVELOPERS agree, at their sole cost and expense, to forthwith engage BURKE or any other qualified engineer to prepare all final engineering plans and specifications as are required for this PROJECT together with all estimates of the cost of construction and the forms for construction proposals. In this connection the DEVELOPERS understand and agree as follows:
 - (a) The design of the sewerage system, for any additional areas beyond the PROPERTY to be served, must be included in the engineering plans and specifications;
 - (b) All street and road design and construction of the streets and roads within the PROPERTY and within the individual subdivisions shall comply with the ordinances, regulations and current standards of the VILLAGE or the COUNTY OF COOK, whichever shall have the highest standards. All streets shall have curbs and gutters. The DEVELOPERS shall comply with all Cook County Public Improvement and Maintenance Bond requirements;

- (c) Sidewalks shall be constructed within the PROPERTY and the individual subdivisions in compliance with the ordinances and/or current standards of the VILLAGE;
- (d) All street and appurtenant drainage and all storm sewers and appurtenant facilities within the PROPERTY and the individual subdivisions shall be designed and constructed in accordance with the current standards and requirements of the VILLAGE or the COUNTY OF COOK, whichever is highest;
- (e) That although all streets, roads, sidewalks and appurtenant storm drainage facilities within the PROPERTY shall be designed and constructed in accordance with VILLAGE standards, ordinances or regulations, the VILLAGE shall have no responsibility to install, repair or maintain the streets or roads (including but not limited to snow removal), the sidewalks or storm drainage facilities;
- (f) All retention ponds and detention areas to be constructed within the PROPERTY and within the individual subdivisions shall comply with the ordinances, regulations and/or current standards of the Metropolitan Sanitary District of Greater Chicago, the VILLAGE or the COUNTY OF COOK, whichever is the highest standard;
- (g) One street light shall be installed at each intersection within the PROPERTY, each light to be 7500 watt lumen with an underground power supply. All light poles to be aluminium or concrete;
- (h) The DEVELOPER may defer the preparation of engineering plans and specifications on the deep well and water systems until after the plans and specifications of the sanitary sewer improvements have been completed and accepted by the VILLAGE; and *well delay*
- (i) All engineering plans and specifications, including plans and specifications for roads, sidewalks, storm drainage and storm detention pond and outlet from said pond are subject to approval by the Village Engineering Consultant or Village Engineer and approval by the President and Board of Trustees of the VILLAGE.
- (j) All of the improvements described above (including but not limited to streets, roads, sidewalks, and street lights) shall be included as a part of all development plans submitted by the DEVELOPERS (whether individually or collectively, or their successors and assigns) to the County of Cook, and all of said improvements shall be included in any Planned Unit Development or other Ordinances adopted by the County of Cook granting approval to the development of the several subdivisions; and that the Letter of Credit and/or Performance Bonds to be posted with the County of Cook by the DEVELOPER shall cover the cost of all of the aforesaid improvements.

4. Permits. The VILLAGE and DEVELOPER will act as Co-Permitee for the purpose of executing and securing such permits as may be required by the Metropolitan Sanitary District of Greater Chicago (for construction of the herein described sewer main and tie-in of the said main to the Metropolitan Sanitary District of Greater Chicago Interceptor line at approximately 131st Street and Southwest Highway), State Sanitary Water Board, Department of Public Health, the Environmental Protection Agency of the State of Illinois, United States of America and/or the County of Cook, and/or any other governmental agency having jurisdiction in conjunction with the responsibility of the DEVELOPER for the installation of a water distribution system, water mains and sanitary sewers. Each agrees to cooperate with the other in securing and executing such permits as are required. DEVELOPER understands and agrees that no surface water including footing drains is to be discharged into the sanitary sewerage collection system and will make adequate provision that this will not occur, and DEVELOPER will further comply with any other conditions and restrictions in the construction permit issued to DEVELOPER and VILLAGE by the Metropolitan Sanitary District of Greater Chicago or any other governmental agency.

5. Construction and Maintenance of Facilities.

- (a) DEVELOPER will construct or cause to be constructed and installed at its own cost and expense in the PROPERTY hereindescribed and in other real estate, where necessary, to serve the PROPERTY hereindescribed, the water and sewer improvements and detention and/or retention ponds referred to above and in Paragraph 3 of this Agreement, all in accordance with the engineering plans and specifications as approved by the VILLAGE. The sewer facilities and detention and/or retention ponds shall be maintained by DEVELOPER at its expense to the satisfaction of the Metropolitan Sanitary District of Greater Chicago and the VILLAGE until accepted by the VILLAGE. The water facilities shall be maintained by the VILLAGE at the expense of the DEVELOPER until accepted by the VILLAGE or until notification by the VILLAGE that the VILLAGE will not maintain them, whichever event shall first occur. The VILLAGE will bill the DEVELOPER on a time and material basis for all costs incurred in the maintenance of the water facilities. The hourly rate shall be as established by the VILLAGE from time to time. All such amounts shall be due and payable to the VILLAGE within ten (10) days after the VILLAGE shall render its invoice for said amounts;
- (b) The several DEVELOPERS (individually) shall each be responsible for any off-site drainage problems now existing or which they (individually) create resulting from the development of their respective subdivisions. The VILLAGE shall not be responsible for any off-site drainage problems resulting from the development of the PROPERTY or any of the subdivisions;

- (c) In addition to the inspections and approvals required in connection with the streets and storm sewers to be constructed, an inspection and acceptance thereof shall also be made by The Highway Commissioner of Palos Township and the Town of Palos Road District, Cook County, Illinois, if they so desire, and they shall be a Third Party beneficiary to the obligations of the DEVELOPERS hereunder with regard to the streets and storm sewers to be constructed within the Township; and,
- (d) DEVELOPER agrees to pay for and furnish at its expense "as built" plans for all improvements required to be constructed to serve the PROPERTY and the various subdivisions contained therein.

6. Approval of Subdivision Plans. All subdivision plats and engineering plans and specifications for all lots, streets, water and sanitary and storm water drainage facilities including detention and retention shall be subject to approval by the VILLAGE. All such plats and engineering shall conform to all current standards of the VILLAGE to the same extent as if the PROPERTY was within the corporate limits of the VILLAGE. All Plats of Subdivision shall be furnished in reproducible duplicates.

7. Fees for Review and Inspection. The DEVELOPERS, collectively as to the sewer and water improvements, and individually as to their individual subdivision improvements, shall pay to the VILLAGE those fees for inspection and review and for inspection during the course of construction of the improvements to the PROPERTY, both to be owned by the VILLAGE and to service the several subdivisions, in accordance with those fees set forth in VILLAGE Ordinance No. 678 adopted on February 23, 1976, the contents of which are hereby incorporated into and made a part of this Agreement by reference. These fees include and shall be applicable to all sanitary sewer, water and storm detention ponds and related facilities to service both the PROPERTY and the individual subdivisions to be developed within the property and all land and sub-

division hereafter served from the SYSTEM. No fees shall be charged the DEVELOPER for review of drainage and storm systems. These fees shall be paid within ten (10) days after VILLAGE shall render an invoice for said item of expense.

8. Additional Fees and Expenses. In addition to the payments to be made by DEVELOPER to the VILLAGE as set forth in the preceding paragraph, DEVELOPER further agrees to pay the following sums, fees and expenses:

- (a) Plat of Subdivision approval fee of TEN (\$10.00) DOLLARS per lot for each single family lot and TEN (\$10.00) DOLLARS for each dwelling unit (if there are any) in a multiple family structure, payable upon approval of the Plat of Subdivision by the President and Board of Trustees of the Villages;
- (b) Title examination charges, publication costs, and recording fees, if any, for documents such as deeds, dedications and easements. These sums shall be payable ten (10) days after VILLAGE shall render an invoice for any item of expense;
- (c) Tapping fees and other fees related to water services, as hereinafter provided; and, /
- (d) Attorneys fees incurred in the negotiation of this Agreement and matters relating to ordinances, security requirements, easements and for all other services that will at any time be required to be rendered with respect to these agreements.
- (e) All such amounts shall be due and payable to the VILLAGE within ten (10) days after the VILLAGE shall render its invoice for said amount. The DEVELOPER shall deposit with the Village Clerk upon the execution of this Agreement the sum of TEN THOUSAND (\$10,000.00) DOLLARS to be applied to the account due for such purposes.

9. Charges and Rates for the Waterworks and Sewerage System.

The VILLAGE agrees to charge for water and sewer services to the PROPERTY those same charges and rates as are charged to other like customers and premises, if any.

10. Security for Public Improvements. For the purpose of securing approval from the VILLAGE of final plats of subdivision and the final approval of engineering plans and specifications for the water system and sewerage system, as aforescribed, DEVELOPERS agree as follows:

- (a) The Plats of Subdivision shall contain such restrictive covenants, drainage easements and easement provisions as are required by the President and Board of Trustees of the VILLAGE and as are consistent with the design and installation of the water and sewerage public improvements;

- (b) To furnish or cause to be furnished a duplicate original of a certification or irrevocable letter of credit issued by a commercial bank or savings and loan association having a minimum capital of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS authorized to do business in the State of Illinois and conducting business on the date hereof, which certificate or irrevocable letter of credit shall certify that there are funds on deposit in said bank or savings and loan association in an amount of not less than 115% of the VILLAGE'S approved engineers estimate of the cost of construction of the water system and sewerage system as are required by this Agreement, and to unqualifiedly guarantee the completion of all water and sewer system improvements (to be installed by DEVELOPERS) within two years from the date of approval of the final engineering plans and specifications. Said certification or irrevocable letter of credit shall provide, among other things, that in the event DEVELOPER shall not perform the covenants herein required, that the bank or savings and loan association will make funds available to the VILLAGE, at no cost to the VILLAGE, to complete said improvements. A specimen form of an acceptable certification or irrevocable letter of credit is attached hereto as Exhibit "B" and made a part hereof; and,
- (c) In the event any portion of the contemplated improvements are completed and accepted by the VILLAGE, the irrevocable Letter of Credit may be reduced and if the Engineers' estimate of the cost of completing the project is increased, the said Letter of Credit shall be increased, so that the Letter of Credit shall at all times be for a sum of not less than 115% of the then Engineer's estimate of the cost of completing any unfinished or incomplete work in the water and/or sewerage system.

11. Award of Contract and Acceptance of Public Improvements.

- (a) The DEVELOPERS' Engineer shall prepare all forms for construction proposals, provided, however, that the contents of all contracts prior to award thereof by DEVELOPER shall be subject to approval by the VILLAGE for the purpose of determining whether the proposals comply with the engineering plans and specifications theretofore approved by the VILLAGE;
- (b) All construction contracts shall be awarded in the name of and by the DEVELOPER or, at the option of the DEVELOPER, in the name of 131ST STREET JOINT VENTURE;
- (c) All work required under the contract(s) and the water system and sewerage system will be accepted only after the same shall be installed in accordance with the approved engineering plans and specifications and acceptance thereof by the VILLAGE, and evidence to the VILLAGE that all sums due under the contract(s) for said work has been paid in full;
- (d) No connection into any portion of the aforesaid sewerage and water systems from the individual subdivision of the DEVELOPERS shall be permitted until the systems shall have been installed, paid for and approved and accepted by the VILLAGE, as provided above; and,

- (e) Notwithstanding the foregoing, no payments shall be made to any contractor for work furnished hereunder unless said work shall have been first inspected and approved by the VILLAGE and payouts to the contractors approved by the VILLAGE, BURKE and the Manager for the 131ST STREET JOINT VENTURE. Approval for payment shall not be deemed an acceptance of any installed work.

12. Water Meters and Water Taps. DEVELOPERS individually agree to pay the following:

- (a) To the VILLAGE: a sum sufficient to reimburse the VILLAGE for the cost of Roundway and Buffalo Box combinations and water meters with outside mounted dials, and the cost of installing the water meter and outside mounted dial. VILLAGE shall charge DEVELOPER for said labor and materials the same amount it charges other developers and builders within the VILLAGE for the same services. Said sum shall be paid at the time of application to the VILLAGE for water service to the individual properties. All of said equipment shall, at all times, remain the property of VILLAGE;
- (b) To the VILLAGE: the labor cost of the plumber designated by the VILLAGE to make all water taps. The water tap shall be made at the time of the installation of the water main. Said sum shall be paid at the time of the water tap; and,
- (c) The cost and expense of DEVELOPER installing or causing to be installed Roundway and Buffalo Box combinations (the facilities hereindescribed as determined by the Village Engineer or the Village Engineering Consultant).

13. Connection of Additional Areas into Sewerage and Water Systems. The sewerage system to be installed by DEVELOPER will be designed to accept sewage from approximately 617 acres in addition to the 471 acres to be initially developed under this Agreement; and the water system to be installed by DEVELOPER is designed to furnish water to 155 acres in addition to the 471 acres to be initially developed under this Agreement. It is agreed between DEVELOPER and VILLAGE that the VILLAGE may allow additional areas and persons (hereinafter referred to as "FUTURE USERS") to use the water and sewer systems to be constructed hereunder, on such terms, conditions, charges and assessments to be determined by the VILLAGE, but expressly subject to the following:

- (a) The Village Engineering Consultant or Village Engineer certifies to the VILLAGE that the additional acreage or population to be served can be accommodated by the existing facilities;
- (b) The FUTURE USERS of the first 155 acres to tie into the water and sewer systems developed under this Agreement shall pay the VILLAGE at least the sum of \$2,500.00 per acre for the right to tie into the systems developed under this Agreement. The VILLAGE shall pay 70% of the amount paid by FUTURE USERS of the

said 155 acres to DEVELOPER, and shall retain the balance of 30%. The VILLAGE shall have the right to require FUTURE USERS to pay the total sums due hereunder by separate checks, payable to the VILLAGE and DEVELOPERS for such amounts as may be due each of them hereunder. The VILLAGE assumes no responsibility for the collection of said amounts. The sums received by the VILLAGE may be used by it for any municipal purpose of the VILLAGE;

- (c) The FUTURE USERS of any acres to tie into the systems developed under this Agreement after the first additional 155 are tied in shall pay the VILLAGE an amount to be determined by the VILLAGE for the right to use said systems. The VILLAGE shall use all funds received by it under this subparagraph toward the costs incurred in the installation of a water system to serve the FUTURE USERS and the VILLAGE shall retain and use the excess thereof, if any, for any municipal purpose of the VILLAGE; and,
- (d) Notwithstanding the foregoing, the DEVELOPERS shall not be entitled to receive sums thereunder if:
 - (i) The DEVELOPERS are in default under any of the terms and provisions of this Agreement; or,
 - (ii) Ten (10) years have elapsed from and after the date hereof.

14. Acceptance and Maintenance of Systems. All of the sanitary sewer, water and detention or retention public improvements herein described to be constructed shall, upon the acceptance thereof by the VILLAGE, become the property of the VILLAGE and be integrated with the municipal facilities now in existence and that may be constructed hereafter, and VILLAGE agrees to maintain said sanitary sewer, water and detention/retention public improvements thereafter including those lines installed by the DEVELOPER (after they too have been accepted by the VILLAGE) on an individual basis in the various parcels of land owned by the DEVELOPERS, The VILLAGE shall control all water lines to and including the Buffalo Box and the Buffalo Box must be located within the public right of way. (It is the understanding of the PARTIES that the roads, including snow removal, all storm drainage wherever located (including rear yard, if any) from street to retention basin, and street lights shall be owned by the Town of Palos Road District, Cook County, Illinois, and maintained by The Highway Commissioner of Palos Township). Acceptance of said improvements shall be by resolution of the Village Board of Trustees and only after all the improvements to the PROPERTY have been constructed according to the plans

and specifications hereafter approved by the VILLAGE. VILLAGE may, but shall not be obligated, to accept portions of the work as it is completed.

15. Transfer of Title and Easements. After the water and sanitary sewerage systems and detention and/or retention ponds shall have been constructed in accordance with this Agreement, contemporaneously with the acceptance thereof by the VILLAGE, the DEVELOPERS and OWNERS shall deliver to the VILLAGE the following documents:

- (a) A good and sufficient Trustee's or Warranty Deed conveying fee simple title free and clear of all liens and encumbrances (except liens or encumbrances dischargeable by cash accompanying said deed) to:
 - (i) The property on which the lift station and deep well and storage reservoir are located, together with all buildings, structures and improvements thereon, and
 - (ii) The property designated for detention and/or retention, together with all rights of access thereto;
- (b) Good and sufficient deeds, bills of sale, assignments and other instruments of conveyance and transfer acceptable to counsel for the VILLAGE as shall be necessary to convey and vest in the VILLAGE good title to all of the following properties, free and clear of any and all liens and other encumbrances, except for current taxes not then payable and matters acceptable to the VILLAGE, to-wit:
 - (i) The right, title and interest of the DEVELOPERS and OWNERS in and to any and all easements used in connection with the development and operation of the water and sewer system;
 - (ii) All wells, well pumps and discharge systems, well pumps and control houses, reservoirs, tanks, stand-pipes, water treatment facilities, sewage collection facilities, lift-stations, mains, sewers, conduits, pipes, laterals, valves and any and all property and appurtenances which are attached to and used in connection with said water and sewer system exclusive of house service lines on private property; and,
 - (iii) All rights, privileges, franchises, permits, easements (together with the rights of ingress over, under and upon all areas where sewer and/or water lines and facilities have been installed), grants, consents, licenses, right-of-way grants, and any other property right not hereinabove specifically mentioned, and all engineering plans, specifications and warranties for all installed equipment or system components;

- (c) Preliminary Commitment for Title Insurance issued by Chicago Title Insurance Company covering a date not more than thirty (30) days prior to the date of conveyance in the amount of the fair market value of the land and improvements to be conveyed, as evidence of title to the real estate referred to in Paragraph 15(a) showing record title to said real estate to be in the DEVELOPERS or in the intended grantor, subject only to the matters to which this Agreement is subject by the terms hereof, and to such other matters acceptable to the VILLAGE;
- (d) Affidavit of Title of the DEVELOPERS to the real estate described in Paragraph 15(a); and
- (e) A Plat of Survey prepared by BURKE describing the location of all improvements and easements, and containing thereon the legal description of all property to be conveyed and all easements to be transferred or granted to the VILLAGE.

16. Well Construction and Water Hookup. The DEVELOPER agrees to cause construction of the deep well to commence within forty-five (45) days after plan approval by the VILLAGE. Until such time as the well will be available to service the PROPERTY:

- (a) The VILLAGE will permit the DEVELOPERS, at the sole cost and expense of the DEVELOPER, to extend the existing water line (now extended to a point on the West side of LaGrange Road approximately 900 feet south of the intersection of LaGrange Road and 131st Street) so as to allow the DEVELOPER to hook up to and furnish water (at the rates and charges specified in Paragraph 9) to their models;
- (b) The VILLAGE agrees to use its best efforts to allow it or the DEVELOPER to connect into the existing water line (as aforesaid) and to secure all easements through land adjoining the PROPERTY (located at the southwest corner of 131st Street and LaGrange Road and owned by Palos Financial Corporation and others);
- (c) In the event the VILLAGE and/or DEVELOPER shall, for any reason, be unable to connect into the aforesaid water line, the VILLAGE shall not be held accountable for any damage caused DEVELOPERS or their successors in interest, nor will DEVELOPERS or their successors in interest, have any right to cancel this Agreement or be relieved from any of the obligations hereunder; and
- (d) At such time as the water system for the PROPERTY shall be available, DEVELOPERS agree as follows:
 - (i) To thereafter secure all required water from the water system constructed on the PROPERTY; and
 - (ii) The VILLAGE shall have the option to integrate the water system with the VILLAGE'S system and to make water available from the water system constructed on the PROPERTY to the rest of the VILLAGE.

17. Taxes. If the DEVELOPER shall not have paid as of the date of conveyance or transfer the real estate and personal property taxes applicable to the water and sewer systems assessed for the then current and prior years and discharge all other liens on the property, the DEVELOPERS shall make provision for the payment of that entire year's taxes and all prior years and the discharge of all other liens satisfactory to the VILLAGE.

18. Representations and Warranties of Developer. Each entity designated herein as "DEVELOPER" represents, warrants and agrees to and with the VILLAGE as follows:

- (a) That it is, and will be throughout the existence of this Agreement a corporation duly organized and existing and in good standing under the laws of the State of Illinois;
- (b) That it has taken all necessary corporate and legal action to authorize the execution, delivery and performance on its part of this Agreement;
- (c) That there is not now any litigation, suit or governmental proceedings pending or to its knowledge threatened which might adversely affect its obligations hereunder, and it will promptly notify the VILLAGE in writing of any such litigation, suit or governmental proceeding; and
- (d) These representations and warranties shall survive the closing.

19. Documents to be Delivered by Developer. Within ten (10) days after the execution of this Agreement, each party referred to herein as a DEVELOPER (except for LAKEVIEW) shall prepare or cause to be prepared for delivery to the VILLAGE the following documents:

- (a) Certificate of Good Standing of the DEVELOPER issued by the Secretary of State of the State of Illinois dated not more than thirty (30) days prior to the date of this Agreement;
- (b) A Certificate of the Secretary of each corporation dated as of the date of the contract, with respect to the incumbency of corporate officers; and corporate director and shareholder resolutions authorizing the performance of this Agreement; and,
- (c) An executed copy of the 131st Street Joint Venture Agreement executed by all the parties to this Agreement who are referred to herein as DEVELOPERS.

20. Additional Acts and Documents. If it shall appear at any time that additional acts or deeds, assignments or other documents are reasonably necessary to perfect the transfer of any part of the water and sewer systems to the VILLAGE, DEVELOPERS and OWNERS agree to take such action and to execute such additional documents upon the written request of the VILLAGE.

21. Insurance. The DEVELOPERS agree to procure and maintain, at its own expense, general public insurance from an insurance company acceptable to VILLAGE. Such insurance shall insure both VILLAGE and DEVELOPER against liability for property damage, personal or bodily injuries, or deaths occurring in, on or about the PROPERTY or in, on or about the streets, sidewalks or premises adjacent to the PROPERTY in connection with any act or the performance of any obligation by the DEVELOPERS and OWNERS hereunder. Such insurance shall insure both VILLAGE and DEVELOPER/OWNERS against such losses in the amount not less than Five Hundred Thousand (\$500,000.00) Dollars for injury to or death of any one person, not less than Five Hundred Thousand (\$500,000.00) Dollars for injuries or death arising out of any one accident, and not less than Five Hundred Thousand (\$500,000.00) Dollars for damage or destruction to property with a Five Hundred Thousand (\$500,000.00) Dollar combined single limit for both personal injury and/or death and/or for property damage. DEVELOPER agrees to cause their insurance company to furnish VILLAGE prior to the commencement of work under this Agreement, a policy or policies of such insurance, or an adequate endorsement or binders of such insurance or certificates which shall set forth the specifics and particulars of coverage in sufficient detail to assure VILLAGE that the insurance requirements herein stated have been satisfied, and are in full force and effect and which shall obligate such insurance company or companies to notify VILLAGE in writing not less than ten (10) days before the expiration date or cancellation of any such policy. Should DEVELOPER fail to provide such insurance, and proof thereof as

herein provided, the same shall constitute a default on the part of DEVELOPER and in such event, VILLAGE, at its' sole option, may obtain such insurance or any portion thereof and pay the premiums in regard thereto, whereupon without demand the DEVELOPER shall pay the VILLAGE sums equivalent to such premiums together with interest at the rate of 8% per annum from the date of disbursement by VILLAGE to the date of payment by Lessee,

22. Indemnification of Village. The DEVELOPERS do hereby agree to indemnify and save harmless the VILLAGE from any and all liability in connection with any act or the performance of any obligation by the DEVELOPERS and OWNERS hereunder, or in case VILLAGE shall without fault on its part be made a party to any litigation, including all reasonable attorneys fees and costs incurred or imposed on the VILLAGE by virtue hereof; and DEVELOPERS also shall and will pay all costs and expenses, including attorneys fees which may be incurred by the VILLAGE in enforcing any of the covenants and agreements herein, and all such costs herein.

23. Captions. Captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

24. Amendments and Authority of 131st Street Joint Venture Manager. This Agreement may not be modified or amended without the written consent of the VILLAGE and the Manager for the 131ST STREET JOINT VENTURE. All of the OWNERS and DEVELOPERS do hereby authorize and direct the Manager of the 131ST STREET JOINT VENTURE to act on their behalf, either individually or jointly, in connection with all matters referred to herein and the OWNERS and DEVELOPERS do make, constitute and appoint FRANK J. MC NAMARA, the Manager of the 131ST STREET JOINT VENTURE, their true and lawful Attorney for them and in their name, place and stead to execute any and all documents which may be required hereunder and to enter into any agreements relating

to the obligations of the OWNERS and DEVELOPERS as is herein provided, giving and granting unto our said Attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done under this Agreement, as fully, to all intents and purposes, as we might or could do if personally present at the doing thereof, hereby ratifying and confirming all that our said Attorney or his substitute shall lawfully do or cause to be done by virtue hereof. The powers of attorney or any power or authority contained in this section do not apply to Beverly Bank Trust #8-5300.

25. Miscellaneous Provisions.

- (a) Subject to the foregoing provisions, this Agreement shall inure to the benefit of and be binding upon the parties hereto and, as the case may be, their respective heirs, legal representatives, successors and assigns; and,
- (b) This instrument contains the entire agreement of the PARTIES with respect to the PROPERTY.

26. Covenants and Restrictions. All of the agreements,

covenants and restrictions as are herein contained shall be enforceable by the VILLAGE and, where applicable, the Town of Palos Road District, Cook County, Illinois and/or any other governmental agency by a suit in law for damages or in equity to prevent the occurrence or continuation of any violations occurring hereunder, and such agreements, covenants and restrictions shall be construed to be covenants running with the land. The remedies herein specified are cumulative and this specification of them shall not be taken to preclude the VILLAGE or, where applicable, any other governmental agencies' resort to any other remedy at law, in equity or as provided by any ordinance or statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of the agreements, restrictions or covenants herein shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to it therefore or upon the reoccurrence or continuance of said violation or the occurrence of a different violation. Every one of the agreements, covenants and restrictions is hereby declared to be independent of, and severable

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*SM
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A*

from, the rest of the agreements, covenants and restrictions herein. If any of the agreements, covenants and restrictions shall be held to be invalid or to be unenforceable, such adjudication shall not affect the validity and enforceability of any of the other agreements, covenants and restrictions herein contained.

27. Notice of Sale and Rights of Access.

- (a) The DEVELOPER shall notify the VILLAGE in writing of the names and addresses of all purchasers of land (and lots) sold by them. The notice shall be given to the VILLAGE within five (5) days after the date title to any lot or parcel shall be transferred or conveyed;
- (b) The DEVELOPER shall further notify the VILLAGE in writing of the names and addresses of all purchasers of its' properties prior to their occupancy of any residences on the PROPERTY so as to permit the VILLAGE to properly integrate and provide the utility services to be provided by the VILLAGE hereunder;
- (c) The VILLAGE and, where applicable, other governmental agencies, shall have rights of access into the PROPERTY and all improvements constructed thereon at all reasonable times and hours for the purposes of inspecting and determining whether any violations exist as to sewer and water regulations or ordinances of the VILLAGE, the Metropolitan Sanitary District of Greater Chicago or other governmental agencies. If any such violations are found to exist, the then owner of the property shall correct said violation forthwith and the VILLAGE shall have the right to suspend all water services (as in the case of non-payment) until all such violations have been corrected to the satisfaction of the VILLAGE; and,
- (d) If any of the DEVELOPERS shall hold any portion of the land referred to in this Agreement in a land trust and said land trustee has not executed this Agreement on the date hereof, then said DEVELOPER shall cause said land trustee to signify its approval to the provisions of this Agreement by a separate instrument to be prepared by the counsel for the VILLAGE and executed by the land trustee within ten (10) days after the date of this Agreement.

28. Invalidity. Should any provision or provisions hereof be declared invalid for any reason whatsoever, said declaration of invaliding shall affect the provision or provisions so declared invalid and all other provisions of this Agreement shall remain in full force and effect.

29. Notices. Any and all notices required hereunder shall be served either personally or by certified mail, return receipt requested, to:

VILLAGE:

VILLAGE CLERK
VILLAGE OF ORLAND PARK
14415 BEACON AVENUE
ORLAND PARK, ILLINOIS 60462

WITH COPIES TO:

ROBERT D. GOLDSTINE
GOLDSTINE AND BROIDA
ATTORNEYS AT LAW
ORLAND STATE BANK BUILDING
9533 WEST 143RD STREET
ORLAND PARK, ILLINOIS 60462

DEVELOPERS
AND
OWNERS:

FRANK J. MC NAMARA
MC NAMARA, KAMM AND SAJEWSKI
ATTORNEYS AT LAW
5920 WEST 79TH STREET
BURBANK, ILLINOIS 60459

30. This Agreement is executed by the BEVERLY BANK and the LA SALLE NATIONAL BANK OF CHICAGO, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said BEVERLY BANK and LA SALLE NATIONAL BANK OF CHICAGO hereby warrants that it possesses full power and authority to execute this instrument), and for the further purpose of binding the title to the PROPERTY to the agreements, covenants, and restrictions as are herein contained.

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

MILL CREEK ASSOCIATES, a joint venture, by DUVAN, INC., an Illinois corporation, a joint venturer

BY: Ray Van Brock
President

ATTEST: Barbara Bruce
Secretary

BEVERLY BANK, not personally, but as Trustee under Trust Agreement dated April 24, 1973 and known as Trust No. 8-4289

Exoneration provided by this stamp on the reverse side of this document hereby expressly made a part hereof.

Ann R. Miller
Assistant Vice President and Trust Officer

Att. [Signature]
ASSISTANT TRUST OFFICER

KEARNEY BROTHERS, INC., an Illinois corporation,

BY: Walter J. Kearney
President

ATTEST: Joseph H. Kearney
Secretary

LA SALLE NATIONAL BANK OF CHICAGO, not personally, but as Trustee under Trust Agreement dated May 19, 1977 and known as Trust No. 52531

BY: [Signature]
Trust Officer ASST VICE PRESIDENT

ATTEST: [Signature]

LAWN BUILDERS, INC., an Illinois corporation

BY: [Signature]
President

ATTEST: [Signature]
Secretary

BEVERLY BANK, not personally, but as Trustee under Trust Agreement dated December 31, 1975, and known as Beverly Bank No. 8-5300

Exonerated Provision
any liability of the Beverly Bank
stamped on the reverse side
hereof, hereby expressly made
a part hereof

[Signature]
Assistant Vice President
and Trust Officer
[Signature]
ASSISTANT TRUST OFFICER

KAST DEVELOPERS, INC., an Illinois corporation

BY: [Signature]
President

ATTEST: [Signature]
Secretary

LA SALLE NATIONAL BANK OF CHICAGO, not personally, but as Trustee under Trust Agreement dated December 15, 1976, and known as Trust No. 51202

BY: [Signature]
Trust Officer
Attest: [Signature] VICE PRESIDENT
Assistant Secretary

PEACE MEMORIAL DEVELOPMENT CORP., an Illinois corporation

BY: [Signature]
President

ATTEST: [Signature]
Secretary

131ST STREET JOINT VENTURE, an unincorporated association

BY: [Signature]
Joint Venture Manager

VILLAGE OF ORLAND PARK, an Illinois municipal corporation

BY: [Signature]
Melvin Doogan, President of the Board of Trustees

ATTEST: [Signature]
Anne M. Limanowski,
Village Clerk

STATE OF ILLINOIS
COUNTY OF C O O K

)
S. S.
)

I, Vicki Kerrigan, a Notary Public in
and for the County and State aforesaid, DO HEREBY CERTIFY THAT

James A. Clark ASS'T VICE President of LA SALLE
NATIONAL BANK OF CHICAGO, and T. Hirsch, Ass't

Secretary, respectively, appeared before me this day in person and ac-
knowledged that they signed and delivered said instrument as their own
free and voluntary act, and as the free and voluntary act of said bank,
for the uses and purposes therein set forth; and the said Ass't Secretary
did also then and there acknowledge that he as custodian of the seal of
said bank did affix said seal of said bank to said instrument as his own
free and voluntary act, and as the free and voluntary act of said bank, for
the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of
April, 1978.

Vicki Kerrigan
Notary Public

My Commission expires:
6-20-81

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

I, Tereasa J. Wormack, a Notary Public in

and for the County and State aforesaid, DO HEREBY CERTIFY THAT

SYLVIA MILLER ^{Assistant Vice President} and Trust Officer, President of BEVERLY BANK,

and Dorothy M. Fleischmann ^{ASSISTANT TRUST OFFICER} Secretary thereof, personally known

to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst Vice President and ASSISTANT TRUST OFFICER Secretary, respectively,

appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and the said ASSISTANT TRUST OFFICER Secretary did also then and there acknowledge that she as custodian of the seal of said bank did affix said seal of said bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of April, 1978.

Tereasa J. Wormack
Notary Public

My Commission expires:

My Commission Expires Feb. 20, 1980

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

I, Judith E. Vecelas, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that FRANK J. McNAMARA, Manager of the 131ST STREET JOINT VENTURE, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Joint Venture Manager for the 131ST STREET JOINT VENTURE, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said 131ST STREET JOINT VENTURE, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of June, 1978.

Judith E. Vecelas
Notary Public

My commission expires:

6-23-80

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

I, Lois Granat, a Notary Public in
and for the County and State aforesaid, DO HEREBY CERTIFY that
MELVIN DOOGAN, President of the Village of Orland Park, Illinois, and
ANNE M. LIMANOWSKI, Village Clerk thereof, personally known to me to
be the same persons whose names are subscribed to the foregoing instru-
ment as such Village President and Village Clerk, respectively, appeared
before me this day in person and acknowledged that they signed and
delivered said instrument as their own free and voluntary act, and as
the free and voluntary act of said Village, for the uses and purposes
therein set forth; and the said Village Clerk did also then and there
acknowledge that she, as custodian of the seal of said Village did
affix said seal of said Village to said instrument as her own free and
voluntary act, and as the free and voluntary act of said Village, for
the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of
January, 1978.

Lois Granat
Notary Public

My Commission expires:

10-23-80

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

I, MARIE M. STASKA, a Notary Public in
and for the County and State aforesaid, DO HEREBY THAT _____
WILLIAM C. KIRCHHERR, _____ President of
PEACE MEMORIAL DEVELOPMENT CORP., an Illinois corporation
and HILA E. JACKSON, _____ Secretary thereof,
personally known to me to be the same persons whose names are subscribed
to the foregoing instrument as such _____ President and _____ Secretary,
respectively, appeared before me this day in person and acknowledged that
they signed and delivered the said instrument as their own free and vol-
untary act, and as the free and voluntary act of said company, for the
uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5TH day of
JUNE, 1978.

Marie M. Staska
Notary Public

My commission expires:

12-29-78

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

I, FRANK J McVARRA, a Notary Public in
and for the County and State aforesaid, DO HEREBY THAT PHILLIP
KAUFMAN, _____ President of
KAST DEVELOPERS, INC., an Illinois corporation
and RICHARD SILVERMAN, _____ Secretary thereof,
personally known to me to be the same persons whose names are subscribed
to the foregoing instrument as such _____ President and _____ Secretary,
respectively, appeared before me this day in person and acknowledged that
they signed and delivered the said instrument as their own free and vol-
untary act, and as the free and voluntary act of said company, for the
uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26TH day of
JUNE, 1978.

Frank J. McVarra
Notary Public

My commission expires:
Dec 12 1980

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

I, Lucy A. Chapman, a Notary Public in
and for the County and State aforesaid, DO HEREBY THAT _____
Adolph DeBoer, _____ President of
LAWN BUILDERS, INC., an Illinois corporation
and Jeanne DeBoer, _____ Secretary thereof,
personally known to me to be the same persons whose names are subscribed
to the foregoing instrument as such _____ President and _____ Secretary,
respectively, appeared before me this day in person and acknowledged that
they signed and delivered the said instrument as their own free and vol-
untary act, and as the free and voluntary act of said company, for the
uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of
May, 1978.

Lucy A. Chapman
Notary Public

My commission expires:

March 1, 1980

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

I, FRANK J. McNAMARA, a Notary Public in
and for the County and State aforesaid, DO HEREBY THAT MARTIN J.
KEARNEY, _____ President of
KEARNEY BROTHERS, INC., an Illinois corporation
and JOSEPH A. KEARNEY, _____ Secretary thereof,
personally known to me to be the same persons whose names are subscribed
to the foregoing instrument as such _____ President and _____ Secretary,
respectively, appeared before me this day in person and acknowledged that
they signed and delivered the said instrument as their own free and vol-
untary act, and as the free and voluntary act of said company, for the
uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of
June, 1978.

Frank J. McNamara
Notary Public

My commission expires:

Dec 10, 1978

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

I, PAUL A. KINNEY, a Notary Public in
and for the County and State aforesaid, DO HEREBY THAT _____
GARY VAN BROCK, _____ President of
DUVAN, INC., an Illinois corporation
and BARBARA BRACE, Asst. Secretary thereof,
personally known to me to be the same persons whose names are subscribed
to the foregoing instrument as such _____ President and _____ Secretary,
respectively, appeared before me this day in person and acknowledged that
they signed and delivered the said instrument as their own free and vol-
untary act, and as the free and voluntary act of said company, for the
uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of
April, 1978.

Paul Kinney
Notary Public

My commission expires:

March 6, 1981

LIST OF EXHIBITS

EXHIBIT

DESCRIPTION

"A"

Legal description of PROPERTY

"B"

Specimen form of acceptable
Irrevocable Letter of Credit

MILL CREEK ASSOCIATES

PARCEL 1:

That part of the North East 1/4 of Section 33, Township 37 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the North West Corner of the North East 1/4 of Section 33, Township 37 North, Range 12 East of the Third Principal Meridian; thence Easterly along the North line of said North East 1/4 of Section 33, a distance of 1205.98 feet to the point of beginning; thence turning Southerly an angle of 89 degrees 58 minutes 34 seconds with the last described North line extended, a distance of 1814.78 feet to a point on the North line of the property conveyed to Public Service Company of Northern Illinois by Deed recorded January 20, 1953 as Document No. 15528809; thence turning Easterly an angle of 89 degrees 59 minutes 50 seconds with the last described line, a distance of 1091.64 feet along the said North line of the property thus conveyed to Public Service Company of Northern Illinois, to a point; thence turning Northerly an angle 89 degrees 47 minutes 36 seconds with the last described line, a distance of 409.40 feet to a point; thence turning Easterly an angle of 89 degrees 49 minutes 00 seconds with the last described line, a distance of 364.15 feet to a point on the East line of said North East 1/4 Section; thence turning Northerly along said East line an angle of 89 degrees 54 minutes 00 seconds with the last described line a distance of 80.00 feet to a point; thence turning Westerly an angle of 90 degrees 06 minutes 00 seconds with the last described line, a distance of 684.27 feet to a point on the East line of the West 60 acres the North 1/2 of the North East 1/4 of Section 33; thence turning Northerly an angle of 90 degrees 11 minutes 00 seconds with the last described line, a distance of 1325.17 feet along said East line of the West 60 acres of the North 1/2 of said North East 1/4 to a point; thence Westerly an angle of 90 degrees 14 minutes 00 seconds with the last described line, a distance of 765.00 feet along the North line of the North 1/4 of Section 33, to the point of beginning, excepting that part lying East of the West right of way line of LaGrange Road as recorded by Document 12685535, all in Cook County, Illinois.

PARCEL "2-A":

Part of the North East 1/4 of Section 33, Township 37 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the North East Corner of Section 33, Township 37 North, Range 12 East of the Third Principal Meridian, thence extends Southerly along the East line of said Section 33, a distance of 1324.60 feet to the South line of the North 1/2 of the North East 1/4 of Section 33; thence extends Southerly along said East line a distance of 80.00 feet to the point of beginning; thence continues Southerly along said East line a distance of 409.55 feet to a point; thence turning Westerly along the North property line of Commonwealth Edison Company, an angle of 89 degrees 52 minutes 16 seconds with the last described line, a distance of 363.54 feet to a point; thence turning Northerly an angle of 90 degrees 12 minutes 24 seconds with the last described line, a distance of 409.40 feet to a point; thence turning Easterly an angle of 89 degrees 49 minutes 00 seconds with the last described line, a distance of 364.15 feet to the point of beginning, excepting that part lying East of the West right of way line of LaGrange Road as recorded by Document 12685535 all in Cook County, Illinois.

ALSO

PARCEL "2-B":

Part of the North East 1/4 of Section 33, Township 37 North, Range 12 described as follows: Commencing at the South West Corner of the North East 1/4 of Section 33, Township 37 North, Range 12 East of the Third Principal Meridian, thence extends Easterly along the South line of said North East 1/4 Section, a distance of 820.00 feet to the point of beginning; thence turning Northerly an angle of 89 degrees 51 minutes 59 seconds with the last described line, a distance of 662.40 feet to a point; thence turning Easterly along the South property line of Commonwealth Edison Company, an angle of South property line of Commonwealth Edison Company, an angle of 89 degrees 47 minutes 35 seconds with the last described line, a distance of 1834.27 feet to a point on the East line of the North East 1/4 of Section 33; thence turning Southerly along said East line, an angle of 90 degrees 07 minutes 24 seconds with the last described line, a distance of 660.05 feet to the South East Corner of said North East 1/4 Section; thence turning Westerly along the South line of said North East 1/4 Section, an angle of 89 degrees 57 minutes 00 seconds with the East line a distance of 1833.30 feet to the point of beginning, excepting that part lying East of the West right of way line of LaGrange Road as recorded by Document 12685535 all in Cook County, Illinois.

PARCEL "3-A":

Part of the Northeast 1/4 of Section 33, Township 37 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the Southwest Corner of the Northeast 1/4 Section 33, Township 37 North, Range 12, East of the Third Principal Meridian; thence extends Easterly along the South line of said Northeast 1/4 Section a distance of 100.00' to the point of beginning; thence extends Easterly along said South line a distance of 720.00' to a point; thence turning Northerly an angle of 89°-51'-59" with the last described line, a distance of 662.40' to a point; thence turning Westerly an angle of 90°-12'-25" with the last described line, along the South property line of Commonwealth Edison Company, a distance of 720.00' to a point; thence turning Southerly an angle of 89°-47'-36" with the last described line, a distance of 663.32' to the point of beginning; containing 10.95 acres, more or less, all in Cook County, Illinois.

PARCEL "3-B":

Part of the Northeast 1/4 of Section 33, Township 37 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the Southwest Corner of the Northeast 1/4 of Section 33, Township 37 North, Range 12 East of the Third Principal Meridian, thence extends Northerly along the West line of the Northeast 1/4 Section 33, a distance of 1326.90' to the point of beginning; thence extends Northerly along said West line, a distance of 247.12' to a point; thence turning Easterly an angle of 89°-45'-58" with the last described line, a distance of 1202.03' to a point; thence turning Southerly an angle of 90°-01'-27" with the last described line a distance of 735.00' to a point; thence turning Westerly an angle of 90°-00'-10" with the last described line, a distance of 1099.34' along the North property line of Commonwealth Edison Company to a point; thence turning Northerly an angle of 90°-12'-24" with the last described line, a distance of 488.49' to a point; thence turning Westerly an angle of 90°-11'-00" with the last described line, a distance of 100.00' to the point of beginning, containing 19.15 acres, more or less, all in Cook County, Illinois, together with the tenements and appurtenances thereunto belonging.

PARCEL 4:

Part of the Northeast 1/4 Section 33, Township 37 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the point of beginning which is the Northwest Corner of the Northeast 1/4 Section 33, Township 37 North, Range 12, East of the Third Principal Meridian; thence extends Easterly along the North line of said Northeast 1/4 Section 33, a distance of 1205.98' to a point; thence turning Southerly an angle of 89°-58'-34" with the last described line extended, a distance of 1079.78' to a point; thence turning Westerly an angle of 89°-58'-33" with the last described line a distance of 1202.03' to a point; thence turning Northerly an angle of 90°-14'-02" with the last described line, along the West line of the Northeast 1/4, Section 33, a distance of 1079.78' to the point of beginning; containing 29.85 acres, more or less, all in Cook County, Illinois.

KEARNEY BROTHERS, INC.

The East 1/2 of the Northwest 1/4 of Section 33, (except the East 430 feet of the South 1/2 of the South 1/2 of the East 1/2 of said Northwest 1/4) and (except the South 175 feet of the North 1/2 of South 1/2 of the East 1/2 of Northwest 1/4 aforesaid), also the West 100 feet of the North 1/2 of the South 1/2 of the Northeast 1/4 of Section 33, (except the South 175 feet thereof) all in Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PEACE MEMORIAL DEVELOPMENT CORP.

The West 1/2 of the North West 1/4 (except the South 175 feet of the West 1/2 of the South 1/2 of said West 1/2 of the North West 1/4) also (except the North 165 feet of the West 264 feet of said West 1/2 of the North West 1/4) all in Section 33, Township 37 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

LAWN BUILDERS, INC.

PARCEL 1:

Muntwyler *Palos West PUD*
All of that part of the West 1/2 of the South East 1/4 of Section 29, Township 37 North, Range 12 East of the Third Principal Meridian, lying South of the following described lines: Beginning at a point on the East line of said South East 1/4 which is 1159.64 feet South of the North East Corner of said South East 1/4 running thence Westwardly on a line forming an angle of 89 degrees 41 minutes with the East line of said Section (turned from North to West) a distance of 585 feet to a monument; thence Westerly 2160.3 feet more or less to a point in the West line of said South East 1/4 which is 451.50 feet South of the North West corner of said South East 1/4 (excepting therefrom that part of the South East 1/4 of Section 29, described as follows: Commencing at the South West Corner of said South East 1/4; thence North 00 degrees 6 minutes 20 seconds East along the N-S Center Line of the aforesaid Section 29, 1441.77 feet to the point of beginning; thence continuing North 00 degrees 06 minutes 20 seconds East along the aforesaid N-S Center Line of Section 29, 763.00 feet to the Southerly line of Cook County Forest Preserve; thence South 70 degrees 46 minutes 48 seconds East 818.00 feet; thence South 20 degrees 13 minutes 12 seconds West 293.00 feet; thence South 56 degrees 14 minutes 04 seconds, 398.01 feet; thence South 80 degrees 53 minutes 40 seconds West 339.00 feet more or less to the point of beginning)

ALSO

The West 33 feet of the East 1/2 of the South East 1/4 lying North of the South line of that North 62 acres of said East 1/2 of the South East 1/4 and lying South of the line beginning at a point on the East line of said South East 1/4 which is 1159.64 feet South of the North East corner of said South East 1/4, running thence Westerly on a line forming an angle of 89 degrees 41 minutes with the East line of said Section (turned from North to West) a distance of 585 feet to a monument; thence Westerly 2160.3 feet more or less to a point in the West line of said South East 1/4 which is 451.50 feet South of the North West Corner of said South East 1/4.

ALSO

PARCEL 2:

Palos West PUD

The East 30 acres of the East 1/2 of the North West 1/4 of Section 32, Township 37 North, Range 12 East of the Third Principal Meridian, excepting therefrom the South 175 feet of the North 1/2 of the South 1/2 of the East 30 acres aforesaid and excepting thereof the East 200 feet of the South 1/2 of the South 1/2 of the East 30 acres aforesaid.

ALSO

PARCEL 3:

Palos West PUD

The East 1/2 of the South East 1/4 (except the North 62 acres) in Section 29, Township 37 North, Range 12 East of the Third Principal Meridian.

ALSO

PARCEL 4:

Palos West PUD

The West 1/2 of the West 1/2 of the North East 1/4 of Section 32, Township 37 North, Range 12 East of the Third Principal Meridian, (excepting the South 175 feet of the North 1/2 of the South 1/2 of the West 1/2 of the West 1/2 of the North East 1/4 of said Section 32, Township 37 North, Range 12 East of the Third Principal Meridian.

ALSO

PARCEL 5:

Palos West PUD

The West 1/2 of the North 62 acres (except the West 33 feet thereof) of the East 1/2 of the South East 1/4 of Section 29, Township 37 North, Range 12 East of the Third Principal Meridian, lying South of the following, described line: Beginning at a point in the East line of said South East 1/4 which is 1159.64 feet South of the North East Corner of said South East 1/4, running thence Westerly on a line forming an angle of 89 degrees 41 minutes with the East line of said South East 1/4 (turned North to West) a distance of 585 feet to a monument; thence Westerly 2160.3 feet more or less to a point in the West line of said South East 1/4 which is 451.50 feet South of the North West Corner of said South East 1/4.

ALSO

PARCEL 6:

Palos West PUD

The East 1/2 of the North East 1/4 of Section 32, Township 37 North, Range 12 East of the Third Principal Meridian, excepting therefrom the following described parcels to-wit:

1. The North 1190 feet of the East 1/2 of the North East 1/4 of said Section 32 and except;

2. The South 175 feet of the North 1/2 of the South 1/2 of the East 1/2 of the North East 1/4 of said Section 32 and except;
3. East 1/2 of the North East 1/4 of said Section 32 and except;
4. That part of said Section 32 described as follows: beginning at a point on the East line of said Section 32 that is 1190 feet South of the North East Corner of said Section 32; thence South along the East line 100 feet; thence West on a line perpendicular to the last described line, 233 feet; thence North along a line perpendicular to the last described line 100 feet; thence East 233 feet to the point of beginning and except;
5. That part of said Section 32 described as follows: Beginning at a point on the East line of said Section 32 that is 1290 feet South of the North East Corner of said Section 32; thence South along the East line 190 feet; thence West on a line perpendicular to the last described line 280 feet; thence North along a line perpendicular to the last described line 190 feet; thence East 280 feet to the point of beginning, and except;
6. That part of said Section described as follows: Beginning at a point on the East line of said Section 32 that is 1480 feet South of the North East Corner of said Section 32; thence South along the East line 150 feet; thence West on a line perpendicular to the last described line 233 feet; thence North along a line perpendicular to the last described line 150 feet; thence East 233 feet to the point of beginning; excepting from the above Parcels 1 and 5 the following described tract of land:

That part of the South East 1/4 of Section 29, Township 37 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the North East Corner of said South East 1/4 (said point being the intersection of McCarthy Road and 104th Avenue); thence South 00 degrees 00 minutes 00 seconds West along the East line of said South East 1/4 (said line being the Center Line of 104th Avenue 1,159.64 feet; thence North 89 degrees 41 minutes 00 seconds West along the North line of a 33 feet ingress and egress easement, 585.00 feet; thence continuing along said North line, North 70 degrees 43 minutes 30 seconds West 490.09 feet to the point of beginning; thence South 19 degrees 16 minutes 30 seconds West 199.02 feet; thence North 75 degrees 50 minutes 48 seconds West 276.30 feet; thence North 19 degrees 16 minutes 30 seconds East 223.69 feet to the Northerly line of aforesaid easement; thence South 70 degrees 43 minutes 30 seconds East along said Northerly line 275.20 feet to the point of beginning.

ALSO

PARCEL 7:

Palos West PUD

The North 1190 feet (except the East 1066.40 feet thereof) of East 1/2 of the North East 1/4 of Section 32, Township 37 North, Range 12 East of the Third Principal Meridian, all in Cook County, Illinois.

KAST DEVELOPERS, INC.

Palos West PUD

The East Half of the following described land, taken as a tract: That part of the North 62 acres (except the West 33 feet thereof) of the East Half of the South East Quarter of Section 29, Township 37 North, Range 12, East of the Third Principal Meridian, lying South of the following described line: beginning at a point in the East line of said South East Quarter which is 1159.64 feet South of the North East corner of said South East 1/4, running

thence Westwardly on a line forming an angle of $89^{\circ} 41'$ with the East line of said Section (turned North to West) a distance of 585 feet to a monument; thence Westwardly 2160.3 feet more or less to a point in the West line of said South East Quarter which is 451.50 feet South of the North West corner of said South East Quarter, in Cook County, Illinois.

CERTIFICATION OR IRREVOCABLE LETTER OF CREDIT

TO: VILLAGE OF ORLAND PARK
an Illinois municipal corporation
14415 Beacon Avenue
Orland Park, Illinois 60462

THIS IS TO CERTIFY that the undersigned _____

located at: _____

guarantees the sum of _____

which sum has been earmarked for payment of the cost of public improvements, as specified in the Plans, Specifications and Engineering Drawings prepared by EDMUND M. BURKE AND ASSOCIATES, LTD. entitled "131st Street Joint Venture, Village of Orland Park, Master Plan, Watermain and Sanitary Sewer Improvements (Job No. 77-70 dated March 21, 1977), revised January 20, 1978" now in your possession to serve the property legally described on Exhibit "A" which is attached hereto and made a part hereof. Said property is now being developed by DUVAN, INC., an Illinois corporation (individually and on behalf of MILL CREEK ASSOCIATES, a joint venture), KEARNEY BROTHERS, INC., an Illinois corporation, PEACE MEMORIAL DEVELOPMENT CORP., an Illinois corporation, LAWN BUILDERS, INC., an Illinois corporation, KAST DEVELOPERS, INC., an Illinois corporation, and 131ST STREET JOINT VENTURE.

Said guaranteed funds will be disbursed by the undersigned in accordance with a Contractor's Affidavit by 131ST STREET JOINT VENTURE, but only upon the direction and approval of the Village of Orland Park that the contractor to whom payment is to be made has constructed the public improvements or other improvements for which payment is being

sought, in accordance with the said Plans, Specifications and Engineering Drawings prepared by EDMUND M. BURKE AND ASSOCIATES, LTD. now in your possession.

In the event 131ST STREET JOINT VENTURE fails to complete or cause the completion of the construction and installation of the aforesaid mentioned public improvements, as specified in drawings by EDMUND M. BURKE AND ASSOCIATES, LTD., dated March 21, 1977, revised January 20, 1978, then such sums not already disbursed as above provided shall be disbursed by the undersigned solely upon the direction of the Village of Orland Park, to those contractors engaged by the Village of Orland Park, or someone authorized by the Village of Orland Park to complete such of the improvements aforescribed as the Village of Orland Park shall determine shall be completed and installed.

All disbursements made hereunder shall be at no cost to the Village of Orland Park.

The responsibility of the undersigned hereunder shall be limited in any event to the sum of _____

DATED at _____, Illinois, this ____ day of _____, 19__.

(Name)
Attest: _____
(Title)