

Prepared by Rinda Y. Allison
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For Recorder's Use Only

**DEVELOPMENT AGREEMENT
(CRYSTAL SPRINGS UNIT II, 15100 SOUTH 109TH AVENUE)**

INTRODUCTION

1. This Agreement entered into this ____ day of _____, 2008, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), and CRYSTAL SPRINGS DEVELOPMENT CORP., an Illinois corporation, Developer of the Property subject to this Agreement (hereinafter referred to as "Developer") and PALOS BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated November 27, 1995, known as Trust Number 1-3892, Owner of the Property subject to this Agreement (hereinafter referred to as "Owner").

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

A SUBDIVISION OF PART OF THE SOUTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS;

CONSISTING OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 5 ACRES OF THE EAST 20 ACRES OF THE SAID SOUTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8, ALSO EXCEPT THAT PART LYING NORTH OF THE NORTH LINE OF THE SOUTH 5 ACRES OF THE

EAST 20 ACRES OF THE SAID SOUTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 8 AND SAID LINE EXTENDED WESTERLY) ALL IN COOK COUNTY, ILLINOIS.

PIN: 27-08-301-024-0000

The said property is hereinafter referred to as the "Subject Property".

3. The Subject Property is located on the north side of 151st Street at 15100 S. 109th Avenue in the Village and consists of approximately 5 acres.

4. The Subject Property is zoned E-1 Estate Residential District and is proposed to be developed by the Developer as a residential subdivision of three one-acre lots, pursuant to an amendment to the Special Use Permit granted by Ordinance No. 2279 adopted November 16, 1992, for Crystal Springs Subdivision and Planned Development under the Village's Land Development Code (the "Code"). A fourth lot, an outlot of about 2 acres, is shown as a conservation easement and public utility and drainage easement.

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

RECITALS:

1. The parties hereto desire that the Subject Property be developed in the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be developed in the manner set forth in this Agreement.

2. Developer has petitioned the Village for subdivision of the Subject Property, and approval of an amended special use permit for a planned residential development to permit construction of three single family homes pursuant to Developer's plan for the site.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village including the filing of a petition by Developer requesting subdivision of the Subject Property and approval of amendment of an existing special use permit for planned development for the Subject Property, to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such resubdivision and granting of an amendment to a special use permit for planned development as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

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

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

(b) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the granting of an amended special use permit for planned development and subdivision of the Subject Property, pursuant to the terms and conditions of this Agreement; and

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

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

6. Owner covenants and agrees that it will execute all necessary directions and issue all necessary instructions and take all other action necessary to ensure that Developer performs its obligations hereunder.

SECTION ONE: Subdivision, Special Use Amendment, Plan Approval, Design and Operation Standards.

A. The Subject Property shall be developed pursuant to an Amended Special Use Permit for a residential planned development in the E-1 Estate Residential District, substantially in accordance with the site plan entitled "Crystal Springs Unit II of Orland Park," prepared by Raymond E. Derbas & Associates, CADD reference number A05022, dated 9-14-06, latest revision 10-12-06, sheet PSP1.0, subject to the following conditions:

1. That the proposed retaining walls on the Subject Property meet Village height, setback and construction requirements; and
2. That Developer construct the off-site sanitary sewer line as a part of this development; and
3. That the Village enter into an agreement with the Township to plow the proposed cul-de-sac bulb at the terminus of 109th Avenue; and
4. That the Developer submit a tree mitigation plan with final engineering drawings for review and approval; and
5. That all property titles include accurate information reflecting utility easements, conservation easements, and covenants pertaining to the maintenance of the private driveways, open space outlot and detention area; and
6. That the detention facility be planted with native natural plantings appropriate for a conservation easement area; and

7. That all final engineering related issues are met.

The Developer agrees that the Subject Property shall be developed substantially in accordance with said site plan identified above and attached hereto as Exhibit A, as approved and conditioned above, or as may be subsequently amended and approved by the Village, and in accordance with supporting final engineering drawings and plans to be submitted to the Village for review and approval. The Village agrees that the site plan identified above shall be approved as an amendment to the Special Use Permit for Planned Development approved by the Village by Ordinance Number 2279, subject to the conditions identified above, and that such Amendment shall include a modification to the otherwise-required 25-foot detention pond setback to permit a 5-foot detention pond setback as shown on the above-referenced site plan.

B. A Plat of Subdivision of the Subject Property consistent with the site plan attached as Exhibit A, dividing the parcel into three single family lots and one outlot, shall be recorded in the office of the Cook County Recorder.

SECTION TWO: Contributions.

Upon, and as a condition to, the issuance of each building permit for the Subject Property, Developer or its assignees shall make the following contributions, as are then required by Village ordinances and codes, which are payable to the Village. The current schedule of such contributions as are required by Village ordinance is as follows (this schedule is subject to change, and has different values for larger homes):

| | For each 3 bedroom <u>residence unit</u> | For each 4 bedroom <u>residence unit</u> |
|---|---|---|
| Water Construction Fund | \$3,900.00 | \$3,900.00 |
| Corporate Services | 400.00 | 400.00 |
| Park and Recreation | 2,603.00 | 3,380.00 |
| Cash in Lieu of Land Park and Recreation | 1,826.00 | 2,371.00 |
| Development Fund | | |
| Orland Park Library | 125.00 | 125.00 |
| Elementary School District | 1,565.00 | 2,425.00 |
| High School District | 623.00 | 1,219.00 |
| Transportation Exaction | 1,500.00 | 1,500.00 |

The Village shall solely determine how said sums so paid shall be allocated and disbursed.

In addition to the contributions shown above, Developer or its assignees shall pay all required building permit and other standard fees for a residential unit as a condition of receipt of a building permit for each residential unit.

SECTION THREE: Storm Water Retention/Detention and Storm Sewers.

Storm water run off emanating from the Subject Property shall be retained or detained in accordance with a storm water management system for the Subject Property to be constructed

and installed by the Developer, as finally may be required and approved by the Village, including both on-site and off-site storm sewers, if needed, in accordance with final engineering plans approved by the Village. The design criteria, construction and maintenance of the storm sewers shall be in accordance with all standards of the Village in force on the date hereof, and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of final approval, and shall be completed by the Developer at its expense. Developer or its successor in title shall own and maintain any detention area(s).

SECTION FOUR: Water Supply.

Developer shall be required to construct and install at its expense all necessary on-site water mains to service the Subject Property. All such water mains shall be constructed and installed in accordance with the Code and final engineering plans approved by the Village. The Developer shall pay to the Village the required water connection charge(s) based upon the size of each connection in accordance with Village codes and ordinances.

The Subject property lies in the Regional Water Booster Station area and is subject to payment of recapture fees as an additional condition of receiving a building permit.

SECTION FIVE: Sanitary Sewers.

Developer or its successor in title may construct the homes subject to this Agreement with individual temporary mechanical sewerage treatment systems if there is no public sanitary sewer system available for the homes to connect to. The individual temporary mechanical sewerage treatment systems shall consist of an aeration tank, a buried sand filter, a chlorinator tank and an effluent discharge line, as approved by the Cook County Department of Public Health, Environmental Division.

Developer shall install the proposed offsite sanitary sewer extension running south along 109th Avenue to conform to the future sanitary sewer system of the future Spring Meadow Subdivision at the NE corner of 153rd Street and Wolf Road, and pursuant to plans approved by the Village and the MWRDGC, if applicable.

The 109th Avenue right of way and associated appurtenances such as mailboxes, driveway culverts, driveway and roadway pavements, etc., impacted by the construction of the offsite sanitary sewer shall be restored by Developer to pre-construction or better condition. During construction of the offsite sanitary sewer, appropriate measures shall be taken by Developer to reduce erosion and provide adequate drainage for the right of way.

At the time a building permit is granted for construction of each of the homes in Crystal Springs Unit II, Developer, or its successor in title, shall post a \$1000.00 cash escrow to cover the cost of future connection to the public sanitary sewer system and dismantling of the individual temporary mechanical sewerage treatment system for that home. Any shortfall in the escrowed amount shall be paid by the Developer or its successor in title.

Developer, or its successor in title, shall be permitted to connect to the public sanitary sewer service stub at the time of construction of the homes subject to this Agreement with a provision that the stub is capped off in the basement until such time when the public sanitary sewer becomes available for the homes to connect to and the individual temporary mechanical sewerage treatment system must be dismantled.

The final connections to the public sanitary sewer system shall occur within nine (9) months of the time that the sanitary sewer system of Spring Meadow Subdivision is completed and approved for operation by the Metropolitan Water Reclamation District of Greater Chicago. At such time as a home is connected to the sanitary sewer extension, the individual temporary mechanical sewerage treatment system for that home shall be abandoned and dismantled. The connection to the public sanitary sewer system and the dismantling of the individual temporary mechanical sewerage treatment system shall be inspected by the Village of Orland Park Department of Development Services plumbing inspector.

During the time that the offsite sanitary sewer is inoperable, the Developer shall be required to periodically clean the sewer if excessive infiltration occurs. When connection to the Spring Meadow sewer becomes available, the sewer extension shall be fully cleaned before the connection is performed.

SECTION SIX: Streets, Sidewalks and Street Lights

The Developer shall construct and install all streets, driveways, walking paths, ramps and street lights as shown in Exhibit A (and as modified in accordance herewith) and in accordance with the Code and approved engineering plans.

SECTION SEVEN: Letter of credit

The cost of all driveways, street lighting and street trees shall be included in the required letter of credit for the development of the Subject Property, with the amounts to be computed on the same basis as the amounts to be included in the letter of credit (see SECTION NINE) for all other public improvements for the Subject Property

SECTION EIGHT: Easements.

Developer agrees at the time of approval of this Development Agreement to grant to the Village, and/or obtain grants to the Village of, all necessary easements for the extension of sewer, water, street, or other utilities, including cable television, or for other improvements which may serve not only the Subject Property, but other territories in the general area. All such public easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. It shall be the responsibility of Developer to obtain all easements, both on site and off site, necessary to serve the Subject Property.

Developer shall also provide the purchaser of each residence with an appropriate easement of access, on the Plat of Subdivision, as shown on Exhibit A. .

SECTION NINE: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date hereof, or as are in existence during development of the Subject Property, except that the layout of the residences as shown on Exhibit A pursuant to the approved planned development and special use ordinance for planned development, shall supercede the standard front, side and rear yard requirements of the Land Development Code. Planning and engineering designs and standards, and road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Orland Park at such time.

No occupancy permit shall be issued for any unit prior to the completion and acceptance by the Village of the required public improvements. All required public improvements shall be completed within one (1) year from the date hereof and the Developer shall deliver to the Village an irrevocable letter of credit (the form of security Developer has elected to provide) in a form satisfactory to and from a bank or financial institution and in an amount as provided for in the Code, said Letter of Credit to include all costs related to required lighting, landscaping, street tree installation, roadway, sidewalk, sewer and water lines and storm water management facilities. The Village Finance Director may, in his or her discretion, permit the amount of said letter of credit to be reduced, from time to time, as major public improvements are completed.

SECTION TEN: Utilities.

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

SECTION ELEVEN: Impact Requirements.

Developer agrees that any and all contributions, dedications, donations and easements made to the Village and provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents with access to and use of public utilities, streets, fire protection, and emergency services. Developer further agrees that the contributions, dedications, donations and easements made to the Village and required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of the Subject Property.

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

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of seven (7) years from the date of execution hereof and any extended time that may be agreed to by amendment.

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

SECTION THIRTEEN: Notices.

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

For the Village:

1. Daniel J. McLaughlin
Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462
2. David P. Maher
Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462
3. E. Kenneth Friker
Village Attorney
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

For the Owner:

Palos Bank and Trust Company
As Trustee ut dated November 27, 1995 and known as Trust Number1-3892
12600 South Harlem Avenue
Palos Heights, Illinois 60463
Attn: Ms. Mary Kay Burke

For the Developer:

1. Leo P. Dignan, President
Crystal Springs Development Corp.
P. O. Box 381
Orland Park, Illinois 60462

2. Thomas J. Canna
Canna and Canna, Ltd.
10703 W. 159th Street
Orland Park, Illinois 60467

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

SECTION FOURTEEN: Signs.

The location of any signs upon the Subject Property shall be in accordance with an approved Signage Plan and the Village's Sign Ordinance, and shall have reasonable setbacks from streets and highways as the interest of safety may require.

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

A. To Effective Date of Agreement.

The Developer, concurrently with approval of the special use for the Subject Property, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

- (1) the costs incurred by the Village for engineering services; and
- (2) all reasonable attorneys' fees incurred by the Village; and
- (3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

B. From and After Effective Date of Agreement.

Except as hereinafter provided, upon demand by Village made by and through its President, Developer from time to time shall promptly reimburse Village for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, reasonable attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder.

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

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

In the event that any third party or parties institute any legal proceedings against any party hereto, which relate to the terms of this Agreement, then, in that event, the owner and/or Developer on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto unless such suit arises solely out of the gross negligence or willful misconduct of the Village; provided, however:

- (1) Owner and/or Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
- (2) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Owner and/or Developer on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other reasonable expenses of litigation, incurred by the Village in connection therewith.

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

SECTION SIXTEEN: Provisional Occupancy Permits.

The Village, in accordance with the requirements and customary practice of the Village Building Department, will grant provisional occupancy permits for individual residences between November 1st and May 15 if weather prevents the Developer from completing the following work for any such residence (it being understood that if other work remains to be done, no occupancy permit, provisional or otherwise, will be issued): landscaping, street trees, if required, surface course of asphalt, final grading, and painting of exterior.

As a condition of the issuance of any such provisional occupancy permit, the Developer shall provide the Village with a reasonable timetable acceptable to the Village for completion of

the outstanding work, which timetable shall be deemed a part of the provisional occupancy permit.

SECTION SEVENTEEN: Permits and Letter of Credit.

The Developer shall not be entitled to obtain any building permits, nor any sign permits, unless and until the proper letter of credit (as referenced in SECTION NINE hereof), has been made to the Village in accordance with the Code. The letter of credit shall specifically include an amount to cover the cost of street trees and sidewalks as required by the Code and this Agreement.

SECTION EIGHTEEN: Dedication of Real Estate

Any dedication of real estate required of Owner and Developer to the Village or other governmental authority under this Agreement shall be made in conformance with the following requirement and any other applicable provisions of this Agreement.

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

SECTION NINETEEN: Warranties and Representations.

The Owner and Developer represent and warrant to the Village as follows:

1. The Owner is the legal titleholder and the owner of record of the Subject Property as indicated on the first page of this Agreement.
2. The Developer proposes to develop the Subject Property in the manner contemplated under this Agreement.
3. Other than Owner and Developer, no other entity or person has any interest in the Subject Property or its development as herein proposed.
4. Developer has provided the legal description of the Subject Property set forth in this Agreement and the attached Exhibits and said legal description is accurate and correct.
5. With respect to any real estate herein which will become property of the Village, Owner and Developer warrant and represent, to the best of their knowledge, that during the period of their ownership or control over said Subject Property they have no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release or threatened release of hazardous substances or hazardous wastes on, from or

under the property, by or through Owner or Developer or any other party whatsoever. Owner and Developer similarly represent and warrant that to the best of their knowledge, there was no underground storage (or other) tank and not any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the property prior to their acquisition of ownership or control of the property.

Owner and Developer similarly further represent and warrant that to the best of their knowledge, the property (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or other relating to hygienic or environmental conditions, and during ownership or control of the property by Owner and Developer, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances or other related materials on, under or about the property. Owner and Developer shall and do hereby agree to indemnify, protect, defend, and hold the Village harmless from and against any claims, losses, demands, costs, proceedings, suits, liabilities, damages and causes of action, including consequential damages and reasonable attorneys' fees of counsel selected by the Village and other costs of defense incurred, arising against or suffered by the Village of its assigns as a consequence, directly or indirectly, of any material misrepresentation by Owner or Developer of the foregoing representations and warranties, whether discovered before or after the conveyance of any of the Subject Property to the Village.

SECTION TWENTY: Continuity of Obligations.

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

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

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

SECTION TWENTY-TWO: Village Approval or Direction.

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

requirements are inconsistent with this Agreement. Wherever Village approval is required, it will not be unreasonably withheld, conditioned or delayed.

SECTION TWENTY-THREE: Singular and Plural.

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

SECTION TWENTY-FOUR: Section Headings and Subheadings.

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

SECTION TWENTY-FIVE: Recording.

A copy of this Agreement and any amendment thereto shall be recorded with the Cook County Recorder's Office by the Village at the expense of the Developer.

SECTION TWENTY-SIX: Authorization to Execute.

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

SECTION TWENTY-SEVEN: Amendment.

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

SECTION TWENTY-EIGHT: Counterparts.

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

SECTION TWENTY-NINE: Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default, or such additional time as is reasonably required to cure the default so long as the cure of default is commenced within said thirty (30) days, and efforts to effect such cure of default are diligently prosecuted to completion.

SECTION THIRTY: Conflict Between the Text and Exhibits.

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

SECTION THIRTY-ONE: Severability.

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

SECTION THIRTY-TWO: Definition of Village.

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

SECTION THIRTY-THREE: Execution of Agreement.

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

VILLAGE OF ORLAND PARK, an
Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

OWNER

PALOS BANK AND TRUST COMPANY
As Trustee under Trust Agreement dated
November 27, 1995 known as Trust
Number 1-3892

By: _____
Its _____

ATTEST:

By: _____
Its _____

DEVELOPER

CRYSTAL SPRINGS DEVELOPMENT
CORP., an Illinois Corporation

By: _____
Its _____

ATTEST:

By: _____
Its _____

ACKNOWLEDGMENTS

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

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

GIVEN under my hand and official seal, this _____ day of _____, 2008.

My commission expires _____

Notary Public

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, and _____ personally known to me to be the _____ and _____ of PALOS BANK AND TRUST COMPANY As Trustee under Trust Agreement dated November 27, 1995 known as Trust Number 1-3892, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2008.

My commission expires _____

Notary Public

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that _____, and _____ personally known to me
to be the _____ and _____ of CRYSTAL SPRINGS DEVELOPMENT
CORP., an Illinois Corporation, personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such _____ and _____, appeared
before me this day in person and acknowledged that they signed and delivered the said
instrument as their own free and voluntary acts and as the free and voluntary act of said
Corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this ____ day of _____, 2008.

My commission expires _____

Notary Public

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