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For Recorder's Use Only

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**DEVELOPMENT AGREEMENT  
(PARK CORNERS II, SE CORNER 135<sup>TH</sup> STREET AND LAGRANGE ROAD)**

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 MCNAUGHTON DEVELOPMENT, INC., an Illinois corporation, Owner and Developer of the Property subject to this Agreement (hereinafter referred to as "Developer").

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:

LOTS 37 AND 38 (EXCEPT THAT PART OF SAID LOTS 37 AND 38 CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DOCUMENT FILED NOVEMBER 25, 1985 AS NO. LR3479161, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 38; THENCE ON AN ASSUMED BEARING OF NORTH 89° 37' 32" EAST ALONG THE NORTH LINE OF SAID LOT 38 A DISTANCE OF 50.42 FEET; THENCE SOUTH 25° 31' 53" WEST, 48.66 FEET; THENCE SOUTH 01° 51' 30" WEST, 247.34 FEET TO THE SOUTHERLY LINE OF SAID LOT 37; THENCE SOUTH 72° 44' 50" WEST ALONG SAID SOUTHERLY LINE, 30.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 37, SAID POINT BEING ON A 31,302.26 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 88 DEGREES 13' 52" WEST FROM SAID POINT, THENCE NORTHERLY 300.02 FEET ALONG SAID CURVE AND THE WEST LINE OF SAID LOTS 37 AND 38 THROUGH A CENTRAL ANGLE OF 00° 32' 57" TO THE POINT OF

BEGINNING) IN BLOCK 4 IN ORLAND HILLS SECOND ADDITION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs: 27-03-101-001-0000  
27-03-101-002-0000

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

3. The Subject Property is located at the southeast corner of 135<sup>th</sup> Street and LaGrange Road in the Village and consists of approximately 1 acre.

4. The Subject Property is zoned R-2 Estate Residential District and is proposed to be rezoned to BIZ General Business District and developed by the Developer as a two-story office building and associated parking.

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 rezoning, plan approval and variances 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 rezoning and variances for the Subject Property and approval of a preliminary site plan, 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 rezoning and the granting of variances 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 rezoning and granting of variances for 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, will not be in conflict with 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: Rezoning, Variances, Plan Approval, and Design Standards.

A. The Subject Property shall be rezoned to BIZ General Business District and developed substantially in accordance with the preliminary site plan titled "Final Site Plan for Park Corners II," prepared by Design Tek Engineering Inc. with McNaughton Development Inc., and dated 03-27-07, last revised 09-10-07, subject to the following conditions:

1. That the Developer mitigate the silver maple tree at the southeast end of the site if it is removed or damaged and indicate that mitigation in the landscape plan; and
2. That the Developer submit a landscape plan for separate review and approval within 60 days of final engineering approval. The submitted landscape plan should reflect native landscaping in the bio-swales, and should take into consideration the view triangle at the 135<sup>th</sup> Street and Circle Drive intersection and the revised grading on the preliminary engineering plan dated June 15, 2007; and
3. That the Developer transplant or save the parkway trees and so indicate in the landscape plan; and
4. That all final engineering related issues be 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 pursuant to the site plan identified above variations shall be granted from the provisions of the Land Development Code of the Village to permit the following and enable development as approved:

- a. To permit parking between the building and the public rights-of-way along LaGrange Road and along the 135<sup>th</sup> Street side of the building;

- b. To reduce the landscape bufferyard width along LaGrange Road from 15 feet to 10 feet;
- c. To reduce the foundation planting bed requirements along LaGrange Road and 135<sup>th</sup> Street from 75% planting along the LaGrange Road façade to 40% and from 10 foot wide bed areas for foundation plantings to 5 foot wide beds; and
- d. To reduce the required number of tree/landscape islands on the parking lot from 4 to 1.

B. Building elevations shall be pursuant to the building elevation plans prepared by Olson Associates Architects, Project No. 23278 dated 05.30.07, last revised 08-22-07, subject to the condition that the Developer and Village staff work with the area residents to address the possible addition of columns on the eastern elevation.

SECTION TWO: Contributions.

Upon, and as a condition to, the issuance of a building permit for the Subject Property, Developer shall pay the Fair Share Road Exaction Fee as established in Section 5-112K(6) of \$0.90 per square foot. For Developer's anticipated approximately 11,500 square foot, 2-story office building, the fee would be \$10, 350.

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

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 any 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. The storm water design of the Subject Property includes bioswales and pervious pavement systems. These systems shall be maintained in perpetuity by Developer, in order to ensure best management of storm water runoff.

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.

SECTION FIVE: Sanitary Sewers.

Developer shall be required to construct and install at its expense all necessary sanitary sewers to service the Subject Property in accordance with the Code and final engineering plans approved by the Village.

SECTION SIX: Streets, Sidewalks and Street Lights

The Developer shall construct and install all streets, driveways, parking lots, 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. Developer shall reconstruct Circle Drive as determined by pavement cores taken by Developer and reviewed by the Village. The proposed widening of Circle Drive shall meet current Village roadway standards and any substantial disturbance of the existing roadway shall require appropriate pavement patching and resurfacing..

SECTION SEVEN:

The cost of all streets, sidewalks, driveways, street lighting and street trees and other public improvements 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 that may serve not only the Subject Property, but other territories in the general area. All 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.

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 as specifically altered by this agreement or an ordinance of the Village. Planning and engineering designs and standards, 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 and Developer

McNaughton Development, Inc.  
11900 Southwest Highway  
Palos Park, Illinois 60464  
Attn: Rick Raspante

with a copy to:

Gerald D. Zansitis, Esq.  
8944 Fernwood Court  
Orland Park, Illinois 60462

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 rezoning and variances 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, 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) Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
- (2) If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Developer on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village from time to time on written



demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other reasonable expenses of litigation, incurred by the Village in connection therewith.

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

SECTION SIXTEEN: 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 SEVENTEEN: Dedication of Real Estate

Any dedication of real estate required of 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, Developer hereby covenants that it will promptly pay the same upon determination of such amount and 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 EIGHTEEN: Warranties and Representations.

The Developer represents and warrants to the Village as follows:

1. The Developer 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 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, Developer warrants and represents, to the best of its knowledge, that during the period of its ownership or control over said Subject Property they have 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 Developer or any other party whatsoever. Developer similarly represents and warrants that to the best of its 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.

Developer similarly further represents and warrants that to the best of its 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 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. Developer shall and does 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 Developer of the foregoing representations and warranties, whether discovered before or after the conveyance of any of the Subject Property to the Village.

SECTION NINETEEN: 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, Developer shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon it by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released it from any or all of such obligations.

SECTION TWENTY: 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-ONE: 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-TWO: Singular and Plural.

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

SECTION TWENTY-THREE: 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-FOUR: 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-FIVE: Authorization to Execute.

The officers of Developer 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-SIX: 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-SEVEN: 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-EIGHT: 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 TWENTY-NINE: 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: 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-ONE: 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-TWO: 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.

[SIGNATURE PAGE FOLLOWS]

VILLAGE OF ORLAND PARK, an  
Illinois Municipal Corporation

By: \_\_\_\_\_  
Village President

ATTEST:

By: \_\_\_\_\_  
Village Clerk

OWNER and DEVELOPER

MCNAUGHTON DEVELOPMENT, INC.,  
an Illinois corporation

By: \_\_\_\_\_  
Its \_\_\_\_\_

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. MCLAUGHLIN, 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 MCNAUGHTON DEVELOPMENT, INC., 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