

After Recording Return to:
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Doc#: 1122244070 Fee: \$90.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/10/2011 03:32 PM Pg: 1 of 28

For Recorder's Use Only

DEVELOPMENT AGREEMENT
(SHEFFIELD SQUARE - 10700 W. 153RD STREET)

INTRODUCTION

1. This Agreement entered into this 8th day of August, 2011, by and between the VILLAGE OF ORLAND PARK, an Illinois municipal corporation (hereinafter referred to as the "Village") and M/I HOMES OF CHICAGO, LLC, a Delaware limited liability company, owner of the "Subject Property," as hereinafter defined, located south of 153rd Street and Developer of the Subject Property subject to this Agreement (hereinafter referred to as "Owner" or "Developer").
2. The property subject to this Agreement, legal title to which is vested in the Developer (excepting such portion as is dedicated to the public) is legally described on Exhibit A. The said property is hereinafter referred to as the "Subject Property".
3. The Subject Property is located to the south of 153rd Street, east of 108th Avenue and west of the Metra railroad tracks in the Village and consists of approximately 27.32 acres.
4. The Subject Property was previously contemplated to be developed by KIMBALL HILL SUBURBAN CENTERS, L.L.C. pursuant to a Development Agreement among the Village, KIMBALL HILL SUBURBAN CENTERS, L.L.C. and ANDREW CORPORATION dated March 4, 2007, and recorded in Cook County, Illinois, on March 28, 2007, as document number 0708715093. The Subject Property described in this Development Agreement is Parcel No. 1 described in the 2007 Development Agreement. The terms of this Agreement shall govern and control the obligations of M/I Homes of Chicago, LLC and the development of the Subject Property of this Agreement over the provisions of the 2007 Development Agreement, solely as they relate to the development of the Subject Property of this Agreement.

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5. The Subject Property is currently zoned R4 Residential District, with a small RSB Residential/Supporting Business District area, under the Land Development Code of the Village of Orland Park, as amended (the "Code"). The Subject Property shall be rezoned as described herein and is to be developed by the Developer for a residential planned development of 186 multi-family dwelling units (128 Rowhomes and 58 Townhomes) averaging approximately 8.75 units per acre, pursuant to a Special Use for a Planned Development under the Code, with three neighborhood parks and a series of common open spaces. A detention area is planned along the train tracks to serve the Subject Property. Additionally, the Subject Property is to be developed in two phases: (i) Phase One is that portion of the Subject Property along and west of the east right-of-way line of proposed Park Station Boulevard plus that portion of the Subject Property east of proposed Sheffield Parkway, as extended, plus 7 rowhomes along the west side of proposed Sheffield Parkway north of proposed Silver Bell Road, and (ii) Phase Two is the balance of the Subject Property. All final engineering, site and landscape plans shall be presented in one plan set with boundaries of the two phases delineated thereon in accordance with all preliminary approvals and this Agreement.

6. 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 resubdivision of the Subject Property in two phases, as aforesaid, and approval of a special use permit for a planned residential development, to permit construction of the project 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 resubdivision of and approval of a 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 a special use for planned development as herein provided, including all hearings as are necessary to effectuate this Development Agreement and 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 a special use permit for planned

development and resubdivision of the Subject Property, pursuant to the terms and conditions of this Agreement; and

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

5. The 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. Developer covenants and agrees that it will execute all necessary directions and issue all necessary instructions and take all other action necessary to perform its obligations hereunder.

SECTION ONE: Rezoning, Special Use, Plan Approval, Design and Subdivision.

A. The Village, the necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, will by proper ordinance cause the above-described Subject Property to be classified in the R-4 Residential Zoning District under the Code and as a special use for planned development under the R-4 Zoning District for the development referred to in the above RECITALS.

B. The Subject Property shall be developed in two phases, as aforesaid, substantially in accordance with the Preliminary Site Plan titled "Sheffield Square Residential Community" dated April 22, 2011, last revised June 14, 2011, Sheet No. L-2, and the preliminary front, rear and side color elevation drawings titled "Sheffield Square Townhomes Elevations" and "Sheffield Square Rowhome Elevations" prepared by BSB Design dated June 10, 2011, appended hereto and incorporated herein as Exhibit B. The Developer agrees that the Subject Property shall be developed substantially in accordance with said Site Plan (Exhibit B) and Elevations as approved or as may be subsequently amended and approved by the Village, and in accordance with supporting preliminary and final engineering drawings and plans to be submitted to the Village for review and approved subject to the following:

1. Developer must submit a landscape plan for separate Village review and approval, after Final Engineering, that meets Village mitigation and landscape codes;
2. Developer must submit a Plat of Subdivision, and corresponding application, to the Village for recording during the Final Engineering review process;

3. The development must use the same lamp post patterns present in Orland Crossing, Main Street Triangle and Old Orland for a unified appearance across the Village's transit oriented neighborhoods;
4. Erosion control measures must be put in place and maintained persistently to avoid environmental contamination and sedimentation in publicly invested water quality improvements for Lake Sedgwick in Centennial Park;
5. All utilities are to be screened from view of public right-of-ways and where applicable buried underground;
6. All Village building code related items are met and all Village building permits are obtained prior to construction; and
7. All Final Engineering related items are met.

C. The Special Use for a Planned Development to be granted for the development shown in the Preliminary Site Plan titled "Sheffield Square Residential Community" dated April 22, 2011, revised June 14, 2011, by BSB Design shall allow for the following conditions and modifications:

1. The maximum allowed density is increased from 6 dwelling units/acre to 8.75 dwelling units/acre;
2. The minimum lot size requirement for rowhome buildings is reduced from 8,500 square feet to 5,250 square feet;
3. The front, side and rear setbacks for the townhomes and rowhomes are reduced and modified as follows:
 - a. Front setbacks from 153rd Street reduced from 45 feet to 30 feet;
 - b. Side setbacks for rowhomes reduced from 39 feet to 11 feet;
 - c. Side setbacks for townhomes reduced from 39 feet to 12.5 feet;
 - d. Rear setbacks for rowhomes reduced from 60 feet to 30 feet; and
 - e. Rear setbacks for townhomes reduced from 60 feet to 22 feet.
4. The allowable lot coverage for the Sheffield Square Subdivision is increased from 45% to 51.9%.

D. The 30,363 square foot portion of the Subject Property which is approximately 525 feet west of the east property line along 153rd Street shall be rezoned from RSB Residential Supporting Business Zoning District to the R-4 Residential Zoning District, subject to the same conditions set forth in Subsections B and C, above, of this SECTION ONE.

E. The Subject Property shall be subdivided by Developer into 37 lots and a common area consistent with the Site Plan (Exhibit B) shown in the drawing titled "Sheffield Square Residential Community" dated April 22, 2011, revised June 14, 2011, by BSB Design.

SECTION TWO: Contributions.

Upon, and as a condition to, the issuance of each building permit for the Subject Property, Developer shall make the per unit contributions, as are set forth herein, which are payable to the Village. The schedule of such contributions, as are required by Village ordinance effective January 1, 2011, inclusive of "Build Orland Approved Fee Reductions", is set forth in Exhibit C attached hereto. The amount of such fees shall be as set forth in Exhibit C throughout the first seven (7) years of the term of this Agreement, notwithstanding any subsequent increase in such fees by the Village during the initial seven (7) years of this Agreement. Following the expiration of the initial seven (7) year term of this Agreement, the Developer shall make per unit contributions in accordance with the then applicable schedule of contributions required by Village ordinance in effect from time to time. However, in the event the Village reduces any of the per unit contributions on a Village-wide basis during the initial seven (7) year term of this Agreement, Developer shall be obligated to pay only the reduced amount of said contributions.

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

In addition to the contributions shown above, Developer 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 privately owned and maintained 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, as 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. Until conveyed to the Townhome Association(s) and/or Homeowners' Associations, Developer shall retain ownership and maintenance responsibility for all detention/retention areas. After such conveyance, the said Townhome Association(s) and Homeowners' Association(s) shall perpetually own and maintain the stormwater management system, and Developer shall prepare and record, following prior Village approval, sufficient covenants, conditions and restrictions which shall apprise each and every homeowner of such responsibilities and obligations. The Village shall have the authority to create a Special Service Area to provide for such maintenance as set forth in SECTION SIX hereof.

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 all 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: Park Areas, Streets, Sidewalks, Street Lights and Common Area.

The Developer shall construct and install all stormwater detention/retention ponds, park sites, streets, private alleys, walking paths, ramps and street lights ("Common Areas") as shown in Exhibit B (and as modified in accordance herewith) and in accordance with the Code and approved engineering plans. Developer may improve any of the park sites and open space on the Subject Property upfront with Village-approved landscaping and hard improvements (such as benches and a gazebo), and receive reimbursement from the Village where appropriate. Developer shall present design and cost estimates to the Village for approval before engaging in any park improvement work. During and after construction of such improvements, Developer shall be responsible for maintenance of the park areas until such park sites are turned over to a Homeowners' or Townhome Owners' Association established for the Subject Property. Park areas are not inclusive of stormwater ponds that may be integral with the park areas. Thereafter, such Homeowners' or Townhome Owners' Association shall be responsible for ownership and maintenance. However, the Village shall have the authority to create a ("back-up"/"dormant") Special Service Area ("SSA") on the Subject Property for the maintenance of all Common Areas. The Village may levy an assessment under the said SSA should the Village determine that the Homeowners and/or Townhome Association(s) have breached their obligations to maintain the Common Areas. The Village shall adopt and enact the SSA prior to the first closing of a sale of a lot created by the first plat of subdivision recorded against the Property.

SECTION SEVEN: Security, Landscaping, Miscellaneous.

The cost of all street lighting, street trees and park improvements as shown on approved plans 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. The street tree(s) for each residence shall be planted prior to but not later than the planting season next following the issuance of the Village occupancy permit for said residence or commercial or retail unit. Should the trees not be planted by the next planting season (spring or fall), the Village shall, at its option, draw on the letter of credit to install said street trees after 14 calendar days prior written notice to the Developer. All street trees shall be planted in accordance with the approved subdivision landscape plan. Further, the Developer shall provide each prospective homeowner with a "Prospective New Home Buyer Disclosure Brochure," in a form approved by the Village, obtain receipts therefore from each such recipient, and provide copies of said receipts to the Village, if requested. Said brochure shall clearly indicate how individual residences will be assessed for the Townhome Association(s) and/or Homeowners' Association(s) and how maintenance of the boulevard median(s), street islands, alleys and other

common open space and detention areas will be handled by the Townhome Association(s) and/or Homeowners' Association(s).

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 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. In addition, Developer shall grant, and record, a blanket easement in favor of the Village allowing the Village access to all stormwater management facilities, including detention/retention ponds, for necessary repair and maintenance thereof should the Townhome Association(s) and/or Homeowners Association(s) fail or refuse to perform such repair and maintenance. The recorded Declaration of Covenants, Conditions and Restrictions for the Subject Property shall clearly provide for the Village's ability to place liens on all residences within the Subject Property for the cost of such Village repair and maintenance.

Developer shall also provide the purchaser of each residence with appropriate documentation of easements of access over the Common Open Spaces, as shown on Exhibit B. Such easements shall survive the transfer of the Common Open Space to a Townhome Association and/or Homeowners Association.

SECTION NINE: Developmental Codes and Ordinances and General Matters.

Except for changes or amendments to such codes and ordinances which may be required by the State of Illinois, federal government or governmental body or agency other than the Village having jurisdiction over any development activity or procedure related to the Subject Property, 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 for the development of the Subject Property. Fire sprinklers will not be required but the dwelling units shall comply with the "EXTERIOR WALL FIRE RESISTANCE RATING REQUIREMENTS" set forth in Exhibit D attached hereto. 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. However, no occupancy permit shall be denied solely on the basis that the surface course of asphalt has not been installed. All required public improvements for the respective two phases of the Subject Property development shall be completed within eighteen (18) months of the date of the recording of respective Plats of Subdivision for each of the two phases. Developer shall deliver to the Village an irrevocable

letter of credit (the form of security Developer has elected to provide) for each of the two phases of the development of the Subject Property 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, park improvements as shown on approved plans, sewer and water lines and storm water management facilities. The Village Finance Director shall authorize the amount of said letter of credit to be reduced, from time to time, as major public improvements are completed and accepted by the Village in accordance with the Village's customary process.

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 ten (10) 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 Developer and Owner:

M/I Homes of Chicago, LLC
400 E. Diehl Road
Suite 230
Naperville, Illinois 60563
Attn: Ronald Martin, Area President

Copy to:

M/I Homes, Inc.
3 Easton Oval
Suite 500
Columbus, Ohio 43215
Attn: Tom Mason

And to:

Jessica G. Lingertat, Esq.
Gould & Ratner, LLP
222 N. LaSalle Street - Suite 800
Chicago, Illinois 60601

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, Model Homes, Construction Trailers.

The size and location of any sign or signs upon the Subject Property shall be in accordance with the Village's Sign Ordinance, and shall have reasonable setbacks from streets and highways as the interest of safety may require. These signs and any other on-site advertising signs are temporary and shall be removed no later than 30 days after completion of the project.

At any time after Developer posts the required security for public improvements, and as approved by the Building Department and Village Engineer, Developer shall have the right to

construct model homes, and install sales offices and construction trailers in accordance with the Village Staff approved plans showing the location of all proposed model homes and temporary construction and sales trailers/offices, including parking areas, fencing, signage and landscape treatment. Developer shall be permitted to operate and maintain an offsite sales office located outside of the Subject Property. No more than two (2) such storage trailers shall be located on the Subject Property. Developer shall be permitted to begin construction of one (1) model home and one (1) production home prior to the completion of the streets within the Subject Property. Before an occupancy permit may be obtained for any model unit, it must served by an approved roadway and full plumbing facilities and electrical service in accordance with applicable Village ordinances.

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 planned development 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;
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 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 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.
3. Miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

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 Developer.

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 and sidewalk.

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 (except for the approved advertising signs referenced in SECTION FOURTEEN above), 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, landscaping and sidewalks as required by the Code and this Agreement.

Developer agrees that any dirt stock piles resulting from the development of the Subject Property shall have approved erosion control measures installed and continuously maintained by the Developer and shall be located in places as designated and approved by the Village, and for reasonable time periods not to exceed two (2) years from the date of the first building permit issued by the Village, unless an extension is agreed to by the Village. In addition, the Village, after providing Developer with ten (10) working days advance written notice, shall have the right to draw upon the letter of credit provided for in this agreement to relocate or remove any dirt stock pile which results from the development should it not be placed in an approved location or if the pile is causing a storm water drainage problem, or should the permitted time period specified by the Village have expired and not been extended by the Village; provided, however, that the Village will not draw upon the letter of credit if Developer relocates or removes the stock piles as directed by the Village within the ten (10) working day notice period.

SECTION EIGHTEEN: Dedication of Real Estate

Other than public streets to be dedicated pursuant to the final plat of subdivision for a respective phase, there is no dedication of real estate within the Subject Property required of Developer to the Village or other governmental authority.

SECTION NINETEEN: 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.
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. Developer further represents and warrants that to the best of its knowledge, during the ownership or control of the Subject 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 nor has Developer taken any action to violate any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or other such laws pertaining to environmental conditions. Developer and the Village acknowledge that the Subject Property is subject to an Environmental No Further Remediation Letter recorded March 29, 2010 as document number 1008839045.

6. 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 or 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 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, 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-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 members or manager of Developer executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on Developer's 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 to 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.

SECTION THIRTY-FOUR: Partial Termination of Prior Development Agreements.

Upon approval and execution of this Agreement, the March 4, 2007, Development Agreement among the Village, KIMBALL HILL SUBURBAN CENTERS, L.L.C. and ANDREW CORPORATION affecting the Subject Property shall, to the extent, and only to the extent, it affects the Subject Property of this Development Agreement, be deemed terminated and superseded by this Development Agreement.



ATTEST:

By: David C. Maher
Village Clerk

VILLAGE OF ORLAND PARK, an
Illinois Municipal Corporation

By: Daniel McLaughlin
Village President

DEVELOPER

M/I HOMES OF CHICAGO, LLC,
a Delaware limited liability company

By:  _____
Area President

ACKNOWLEDGMENTS

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 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 8 day of August, 2011.

My commission expires Aug. 30, 2014





Notary Public

STATE OF ILLINOIS)
)SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that RONALD H. MARTIN, personally known to me to be Member/Manager of M/I HOMES OF CHICAGO, LLC, a Delaware limited liability company, and the same person whose name is subscribed to the foregoing instrument as said Member/Manager of M/I HOMES OF CHICAGO, LLC, 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 his free and voluntary act of said M/I HOMES OF CHICAGO, LLC for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 8th day of AUGUST, 2011.

My commission expires 5-7-12

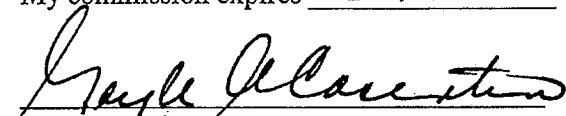

Notary Public



Exhibit A
TO DEVELOPMENT AGREEMENT
(SHEFFIELD SQUARE – 10700 WEST 153RD STREET)

PARCEL 1:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 88 DEGREES 16 MINUTES 23 SECONDS EAST (SOUTH 89 DEGREES 50 MINUTES 57 SECONDS EAST RECORD) ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 2,628.49 FEET, (2,639.23 FEET RECORD) TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 87 DEGREES 50 MINUTES 01 SECONDS EAST (SOUTH 89 DEGREES 50 MINUTES 56 SECONDS EAST RECORD) ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST 101.12 FEET, (88.44 FEET RECORD), TO THE WESTERLY LINE OF THE NORFOLK AND WESTERN RAILROAD (FORMERLY THE WABASH, ST. LOUIS AND PACIFIC RAILROAD); THENCE SOUTH 16 DEGREES 42 MINUTES 27 SECONDS WEST (SOUTH 18 DEGREES 45 MINUTES 55 SECONDS WEST RECORD) ALONG SAID WESTERLY LINE 218.89 FEET, (221.74 FEET RECORD) TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 4,283.00 FEET, (4061.00 FEET RECORD) AN ARC DISTANCE OF 651.57 FEET (634.25 FEET RECORD) AND CHORD BEARING SOUTH 12 DEGREES 20 MINUTES 58 SECONDS WEST (SOUTH 14 DEGREES 17 MINUTES 27 SECONDS WEST RECORD); THENCE SOUTH 07 DEGREES 59 MINUTES 28 SECONDS WEST (SOUTH 09 DEGREES 48 MINUTES 59 SECONDS WEST, RECORD) ALONG SAID WESTERLY LINE, 541.79 FEET TO A POINT ON THE SOUTH LINE OF 153RD STREET PER DOCUMENT NO. 0618045091 RECORDED JUNE 29, 2006, FOR THE POINT OF BEGINNING; THENCE SOUTH 07 DEGREES 59 MINUTES 28 SECONDS WEST (SOUTH 09 DEGREES 48 MINUTES 59 SECONDS WEST RECORD), CONTINUING ALONG SAID WESTERLY LINE 1,002.21 FEET; THENCE SOUTH 88 DEGREES 42 MINUTES 40 SECONDS WEST (NORTH 89 DEGREES 23 MINUTES 39 SECONDS WEST RECORD) 818.32 FEET (818.84 FEET RECORD); THENCE NORTH 39 DEGREES 34 MINUTES 39 SECONDS WEST (NORTH 37 DEGREES 39 MINUTES 03 SECONDS WEST RECORD), 555.89 FEET TO THE EAST LINE OF PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED MARCH 28, 2007 AS DOCUMENT NO. 0708715090 TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 180.00 FEET, AN ARC DISTANCE OF 119.24 FEET AND CHORD BEARING NORTH 20 DEGREES 36 MINUTES 02 SECONDS WEST; THENCE NORTH 01 DEGREE 37 MINUTES 25 SECONDS WEST, 354.32 FEET; THENCE NORTH 18 DEGREES 58 MINUTES 40 SECONDS WEST, 83.82 FEET TO SAID SOUTH LINE OF 153RD STREET; THENCE NORTH 88 DEGREES 22 MINUTES 35 SECONDS EAST, 1390.65 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 88 DEGREES 16 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 2628.49 FEET, (SOUTH 89 DEGREES 50 MINUTES 57 SECONDS EAST, 2639.23 FEET RECORD) TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 87 DEGREES 50 MINUTES 01 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 16 TOWNSHIP 36 NORTH RANGE 12 EAST, 101.12 FEET (SOUTH 89 DEGREES 50 MINUTES 56 SECONDS EAST, 88.44 FEET, RECORD) TO THE WESTERLY LINE OF THE NORFOLK AND WESTERN RAILROAD (FORMERLY THE WABASH, ST. LOUIS AND PACIFIC RAILROAD); THENCE SOUTH 16 DEGREES, 42 MINUTES 27 SECONDS WEST ALONG SAID WESTERLY LINE, 218.89 FEET (SOUTH 18 DEGREES 45 MINUTES 55 SECONDS WEST, 221.74 FEET, RECORD) TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 4283.00 FEET, AN ARC DISTANCE OF 651.57 FEET AND CHORD BEARING SOUTH 12 DEGREES 20 MINUTES 58 SECONDS WEST, (RADIUS 4061.00 FEET, ARC DISTANCE OF 634.25 FEET AND CHORD OF SAID CURVE BEARING SOUTH 14 DEGREES 17 MINUTES 27 SECONDS WEST, RECORD); THENCE SOUTH 07 DEGREES 59 MINUTES 28 SECONDS WEST ALONG SAID WESTERLY LINE, 1544.00 FEET (SOUTH 09 DEGREES 48 MINUTES 59 SECONDS WEST 1559.19 FEET, RECORD); THENCE SOUTH 88 DEGREES 42 MINUTES 40 SECONDS WEST, 818.32 FEET (NORTH 89 DEGREES 23 MINUTES 39 SECONDS WEST, 818.84 FEET, RECORD) FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE SOUTH 88 DEGREES 42 MINUTES 40 SECONDS WEST, 118.02 FEET; THENCE NORTH 01 DEGREE 37 MINUTES 25 SECONDS WEST, 150.62 FEET; THENCE SOUTH 39 DEGREES 34 MINUTES 39 SECONDS EAST, 191.89 FEET (SOUTH 37 DEGREES 39 MINUTES 03 SECONDS EAST, RECORD) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 17; THENCE NORTH 88 DEGREES 16 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 2628.49 FEET (SOUTH 89 DEGREES 50 MINUTES 57 SECONDS EAST, 2639.23 FEET, RECORD) TO THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 87 DEGREES 50 MINUTES 01 SECOND EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF

SECTION 16 TOWNSHIP 36 NORTH RANGE 12 EAST, 101.12 FEET (SOUTH 89 DEGREES 50 MINUTES 56 SECONDS EAST, A DISTANCE OF 88.44 FEET, RECORD) TO THE WESTERLY LINE OF THE NORFOLK AND WESTERN RAILROAD (FORMERLY THE WABASH, ST. LOUIS AND PACIFIC RAILROAD); THENCE SOUTH 16 DEGREES 42 MINUTES 27 SECONDS WEST ALONG SAID WESTERLY LINE, 218.89 FEET (SOUTH 18 DEGREES 45 MINUTES 55 SECONDS WEST, 221.74 FEET RECORD) TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 4283.00 FEET, AN ARC DISTANCE OF 651.57 FEET AND CHORD BEARING SOUTH 12 DEGREES 20 MINUTES 58 SECONDS WEST, (RADIUS 4061.00 FEET, ARC DISTANCE OF 634.25 FEET AND CHORD OF SAID CURVE BEARING SOUTH 14 DEGREES 17 MINUTES 27 SECONDS WEST, RECORD); THENCE SOUTH 07 DEGREES 59 MINUTES 28 SECONDS WEST ALONG SAID WESTERLY LINE, 1544.00 FEET (SOUTH 09 DEGREES 48 MINUTES 59 SECONDS WEST 1559.19 FEET, RECORD); THENCE SOUTH 88 DEGREES 42 MINUTES 40 SECONDS WEST, 818.32 FEET (NORTH 89 DEGREES 23 MINUTES 39 SECONDS WEST, 818.84 FEET, RECORD); THENCE NORTH 39 DEGREES 34 MINUTES 39 SECONDS WEST, 230.00 FEET (NORTH 37 DEGREES 39 MINUTES 03 SECONDS WEST, RECORD) FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 22 MINUTES 35 SECONDS WEST, 124.06 FEET; THENCE NORTH 01 DEGREE 37 MINUTES 25 SECONDS WEST, 117.79 FEET AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 120.00 FEET, AN ARC DISTANCE OF 79.49 FEET AND CHORD BEARING NORTH 20 DEGREES 36 MINUTES 02 SECONDS WEST; THENCE SOUTH 39 DEGREES 34 MINUTES 39 SECONDS EAST, 242.99 FEET (SOUTH 37 DEGREES 39 MINUTES 03 SECONDS EAST, RECORD) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.L.N: 27-17-201-019-0000
27-17-201-016-0000

Exhibit B
TO DEVELOPMENT AGREEMENT
(SHEFFIELD SQUARE – 10700 WEST 153RD STREET)

SITE PLAN:

See attached "Sheffield Square Residential Community" dated April 22, 2011, revised June 14, 2011

Exhibit C
TO DEVELOPMENT AGREEMENT
(SHEFFIELD SQUARE – 10700 WEST 153RD STREET AND 108TH AVENUE)

Schedule of Contributions and Development Fees applicable to Developer pursuant to SECTION TWO hereof:

See attached Schedule of Fees by Agreement

Exhibit D
TO DEVELOPMENT AGREEMENT
(SHEFFIELD SQUARE – 10700 WEST 153RD STREET AND 108TH AVENUE)

See attached Village Code requirements and EXTERIOR WALL FIRERESISTANCE RATING REQUIREMENTS.

The following building code requirements shall be applicable to the Development during the terms of this Agreement:

- **Building separation shall comply with Table 503.2.3, Title 5, Chapter 1 of the Village Code, as currently adopted on July 18, 2011:**

**Table 503.2.3
EXTERIOR WALL FIRERESISTANCE RATING REQUIREMENTS**

Width of fire separation adjacent to exterior wall	2. Fire-resistance rating of exterior wall ^a or barrier	3. Fire-resistance rating of exterior opening protectives	4. Minimum classification of roof covering
On lot lines or less than 3 feet there from or from any building	4 hour	Not Permitted	B
3 feet or more but less than 6 feet	3 hour	3 hour	B
6 feet or more but less than 11 feet - Notes b,c	2 hour	1-1/2 hour	B
11 feet or more but less than 30 feet - Notes b,c	1 hour	3/4 hour	B
30 feet or more - Notes b,c	0 hour	0 hour	C

Note a - Not less than required by Table 602. The exterior wall or barrier shall extend to the height of the building and be so constructed so that it will remain structurally in place for the duration of time indicated by the required fire-resistance rating. When the exterior wall or barrier is adjacent to a flat roof, it shall be constructed with a parapet. (See Section 705.11 and 706.5.)

Note b - For multi-family (R-2) not greater than 3 stories in height and vertically attached single family row dwellings (R-3 townhomes), the width of required fire separation distances may be reduced by 50% for each hourly rating.

Note c - For multi-family (R-2) not greater than 3 stories in height the exterior wall opening shall comply with Table 705.8.

- **Dwelling unit separation shall comply with Section 310.3, Title 5, Chapter 1 of the Village Code, as currently adopted on July 18, 2011:**

310.3 REQUIRED DWELLING UNIT AND GUESTROOM SEPARATIONS: Townhomes (vertically attached) shall be separated by a masonry wall or three (3) wall system with the center wall having a two(2) hours fire resistance rating and shall be continuous from the foundation to the underside to the fire retardant roof sheathing installed per Sections 705, 706 and 708 and as required further by this code and the ordinance listed in Chapter 35. The two (2) hour fire resistance rated wall shall not be penetrated.

See fire rated wall for an R-2 Uses per Section 501.3.4 c., and exceptions when a building has an approved fire sprinkler protection system. See Sections 709.1, 709.3 & 712.3 for similar restrictions. Planned Unit Developments (P. U. D's) of single family vertically attached townhouse units (R-3), may use a two (2) hour fire rated non-combustible wall assembly when located on a lot line between units. Exterior walls when located on or near lot lines and open to a separate non-buildable lot of at least 30' in width used as a common yard or open to a public way (street), may have zero (0) hours fire rating when all is located within the same P. U. D.

- **Fire Suppression systems are not currently required for attached single-family homes, per the Village Code. Fire Suppression systems will not be required during the term of this agreement, regardless of any future changes in the Village Code.**

All other Village Code Requirements in effect on the date of this Agreement will be applicable at the time of construction.