

This document prepared by:

4-19-10 DRAFT

E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

For Recorder's Use Only

**ANNEXATION AGREEMENT
(TALL WOODS ESTATES – 143RD STREET)**

INTRODUCTION.

1. This Agreement entered into this _____ day of _____, 2010, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village"), DIANA ILIJEVSKI (hereinafter referred to as "Owner") and D&G INVESTMENTS (hereinafter referred to as "Developer"):

2. The Property subject to this Agreement and legal title to which is vested in the Owner referenced above is legally described as follows:

THE WEST 1/2 OF LOT 7 AND LOT 10 (EXCEPT THE SOUTH 300.00 FEET THEREOF) IN THE SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 27-12-100-011

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

3. The Subject Property consists of approximately 5.31 acres and is located south of West 143rd Street and generally east of 82nd Avenue, in unincorporated Orland Township, Cook County, Illinois.

4. The Subject Property is to be developed by the Developer as 4 single family residential lots under the R-2 Residential zoning classification plus one additional lot to be conveyed to the Village, with a Special Use for a Planned Development under the Land Development Code (the "Code") of the Village of Orland Park.

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 annexed to the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be zoned and developed in the manner as set forth in this Agreement under the R-2 Residential District provisions of the Code with a Special Use for a Planned Development.

2. Owner and Developer have petitioned the Village for annexation to the Village of the Subject Property and for amendments to the Land Development Code classifying the Subject Property as more fully hereinafter set forth, and further providing for such exceptions and variances to the Village's Land Development Code as provided herein.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation including the filing of a petition by Owner requesting annexation of the Subject Property and zoning of the Subject Property to enable use of the property 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 annexation and rezoning 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) Enactment of annexation ordinances annexing the Subject Property as described above to the Village;

(c) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the classification of the entire Subject Property for purposes of zoning pursuant to the terms and conditions of this Agreement;

(d) 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 Subject Property is not within a library district nor are any roads adjacent to or on the Subject Property under the jurisdiction of a township. The Village does not provide fire protection services to the Subject Property.

6. The parties hereto have determined that it is in the best interests of the Village and the Owner 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.

7. Owner covenants and agrees that it will execute all necessary directions and issue all necessary instructions and take all other action necessary to perform their obligations hereunder.

SECTION ONE: Annexation.

The Owner has filed a petition for annexation to the Village of the Subject Property legally described above pursuant to statute in such cases made and provided. The Village has by execution of this Agreement manifested its intention to annex the Subject Property pursuant to the terms and conditions of this Agreement.

Subject to the provisions of Chapter 65, Act 5, Article 7, of the Illinois Compiled Statutes, and such other statutory provisions as may be relevant and the Home Rule powers of the Village, the Village shall by proper ordinance, cause approval and execution of this Agreement and after adoption and execution of this Agreement shall cause the Subject Property to be annexed to the Village. Also the Village, upon annexation of the Subject Property, shall thereafter adopt all ordinances respecting the zoning and use of the entire Subject Property as herein provided. A plat of annexation of the Subject Property to be annexed is attached hereto as EXHIBIT A. The new boundary of the Village resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

Upon the execution of this Agreement, Owner shall do all things necessary and proper to carry out the terms, conditions and provisions of this Agreement and effectuate the annexation of the above-described Subject Property to the Village, and to aid and assist the Village in also so doing.

The Village shall take all actions necessary to carry out and perform the terms and conditions of this Agreement and to effectuate the annexation of the Subject Property to the Village.

SECTION TWO: Zoning, Plan Approval, Design Standards and Exceptions.

A. The Village, upon annexation and 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, shall by proper ordinance after execution of this Agreement and annexation of the Subject Property to the Village, cause the Subject Property described above to be classified as R-2 Residential District of the Land Development Code of the Village of Orland Park, as more fully set forth in the ordinance rezoning said property.

Owner agrees that permission for the construction of those public improvements which require approval from the Metropolitan Water Reclamation District of Greater Chicago ("MWRD") or any other governmental agency, must be obtained. Owner agrees to maintain and keep in good repair the public improvements that are to be constructed until accepted by the Village.

The parties hereto agree to cooperate in obtaining, expediting and submitting such necessary documents as may be required for the approval thereto from the MWRD or any other governmental agency. Developer agrees to construct any improvements required by the aforesaid permit at Developer's sole expense. The Village agrees to sign the Developer's completed MWRD permit application, provided it complies with approved engineering, within 10 business days of receipt by the Village of an acceptable and complete permit application.

B. The Subject Property shall be developed substantially in accordance with the preliminary site plan appended hereto and incorporated herein as EXHIBIT B entitled "TALL WOODS ESTATES PRELIMINARY SITE PLAN" prepared by SINNOTT ENGINEERING, P.C., dated October 6, 2008, and last revised November 12, 2009, subject to the following:

- (a) Owner and Developer are shall dedicate 1.34 acres (Outlot B) to the Village for park land. Developer shall restore the area to its natural condition after construction. As such, no additional park donation shall be required;
- (b) Owner must cause conservation easements in favor of the Village to be recorded on the Plat of Subdivision as shown on Exhibit B; and
- (c) Developer must meet all final engineering related items, including those revisions to EXHIBIT B as approved by the Village Board.
- (d) Developer shall provide a final landscape plan meeting all Village Codes, for separate review and approval within 60 days of final engineering approval. The plan must include increased buffering for residences to the west, as well as a revised Tree Survey and Mitigation Plan that includes all trees within ten feet (10') of building footprints that will be lost to grading, as well as any additional trees lost due to final engineering.
- (e) Prior to completion of the final landscape plan, Developer must contact all abutting homeowners to the west to arrange on-site meetings to agree on the location and selection of landscape plantings to be included in the buffer.
- (f) All trees to be preserved are to be protected during construction as required by Section 6-305.1 of the Code.
- (g) The Developer must accommodate the existing bike path into construction of the driveway entry.

C. Existing septic systems contained on the Subject Property shall be removed and any wells on the same shall be capped in accordance with the requirements of the Illinois Environmental Protection Agency and/or the Illinois Department of Transportation.

D. Developer shall install or cause to be installed for each residential unit and at its own expense Roundway and Buffalo Box combinations. The Developer agrees to pay for the actual cost and inspection fee for the installation of a water meter of the type required by the Village, and appurtenances. All of the facilities herein described shall be located as determined by the Village.

E. The Village hereby grants the following exceptions to the Village's Land Development Code and Subdivision Regulations:

- (a) The maximum length of the cul-de-sac on the Property, as depicted on the Preliminary Plat, may exceed the maximum length permitted pursuant to Section 6-405 of the Land Development Code;
- (b) No sidewalk shall be required along the proposed street;
- (c) Mid-block street lights shall not be required on the proposed road;
- (d) Road profile grade shall not be required to meet minimum vertical curve length requirements of Section 6-405 of the Land Development Code. The road profile, as denoted on the Preliminary Plat, shall be sufficient;
- (e) No curb and gutter shall be required on the proposed road cross section;
- (f) Front Yard Setback shall only be 15 feet;
- (g) No stormwater detention shall be required for the Property as otherwise required by 6-409 of the Village's Land Development Code. Instead, best management practices shall be utilized as detailed in Section Five, below;
- (h) Stream setback shall be only 30 feet in some locations as approved by the Village;
- (i) Porous pavement shall be used on the drives as opposed to methods required by Section 6-405 of the Land Development Code.

SECTION THREE: Contributions.

Upon the issuance of each building permit, Developer shall make the following contributions as required by Village ordinance, which are payable to the Village on behalf of the following:

	Detached <u>Single Family</u>
Per residential unit	
Water Construction Fund	\$3,550.00
Park and Recreation Development Fund	2,099.00*
Orland Park Board of Library Trustees	125.00
School District Number 135	1,900.00**
High School District Number 230	877.00***
Fair Share Road Exaction Fee	1,500.00
Corporate Services	400.00
Cul-de-sac fee	1,000.00

* This is an average. The actual contribution is \$1,826.00 for a 3-bedroom residence, \$2,371.00 for a 4-bedroom residence and \$2,375.00 for a 5-bedroom residence.

** This is an average. The actual contribution is \$1,490.00 for a 3-bedroom residence, \$2,309.00 for a 4-bedroom residence and \$1,687.00 for a 5-bedroom residence.

*** This is an average. The actual contribution is \$593.00 for a 3-bedroom residence, \$1,161.00 for a 4-bedroom residence and \$968.00 for a 5-bedroom residence.

Notwithstanding anything to the contrary herein-contained, any balance of the above contributions remaining unpaid shall be due and payable upon the issuance of the last building permit for residential construction, or 4-1/2 years (which date may, upon proper application, be extended by the Village if the development has not been substantially completed) from the date hereof, whichever occurs first.

Said sums of money shall be a lien on the Subject Property until paid, and Owner acquiesces and agrees to the payment of said sums being a lien on the Subject Property subordinate to any acquisition loan or construction development loan of any developer of the Subject Property from the date hereof. In the event of a default in the payment of said sums, or any part thereof, the Village shall have the right to foreclose the lien aforesaid in the same manner as provided for with respect to a mortgage foreclosure. The issuance of a building permit shall serve to terminate and extinguish said lien rights of the Village as to that part of the Subject Property included in the permit issued by the Village. Nothing herein contained shall limit the right of Owner or Developer to prepay the permit amount set forth above for the release of lien with respect to any lot or lots. Upon request after the Owner or Developer has paid the per permit amount set forth above for any particular lot, the Village will issue a letter indicating such payment has been made and the lien on the lot in question is waived.

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

Sums of money required to be paid hereunder shall be obligations of the Owner and successors in title, and no conveyance of the Subject Property shall relieve Owner or any subsequent Owner of said obligation. In the event of a default in payment, in addition to the remedy of foreclosure of the lien aforementioned, Village shall have all other rights and remedies against Owner or any of them or any subsequent owner for the collection of monies.

The above-referenced contributions will not increase during the term of this Agreement.

SECTION FOUR: Water Supply.

Developer shall have the right to construct and install at its expense all necessary on-site water mains to service the Subject Property. All water mains shall be constructed and installed in accordance with the Land Development Code of the Village and final engineering plans approved by the Village, which plans shall include on-site and off-site water mains necessary to service the development with a “looped” water system. The Village agrees to permit connection of the aforementioned water mains to the water facilities of the Village and to furnish water service on the same basis as said services are furnished to other parts of the Village.

SECTION FIVE: Sanitary and Storm 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 Land Development Code of the Village and final engineering plans approved by the Village. The Village agrees to permit connection of the aforementioned sanitary sewers to the sanitary sewer facilities of the Village and to furnish sewer service on the same basis as said services are furnished to other parts of the Village. Developer agrees that no surface water is to be discharged into the sanitary sewerage collection system and will make adequate provision that this will not occur.

Due to the topography of the Property, and its location immediately adjacent to an unnamed tributary to Tinley Creek, storm water detention otherwise required by Section 6-409 of the Village's Land Development Code is not feasible and accordingly shall not be required. Instead, storm water run-off emanating from the Subject Property shall be controlled by a series of best management practices as denoted on the Preliminary Plat, including, without limitation; (i) each house shall have a 2,400 gallon underground storage tank (which is to be privately owned and maintained in perpetuity) for the collection of roof drainage (which collected roof drainage shall be utilized for the irrigation of the single family lots); (ii) the driveway for each residential structure constructed on the Property shall be of porous pavement or porous pavers which shall be perpetually owned and maintained by the individual homeowner(s); (iii) porous pavement shall be used on the proposed cul-de-sac bulb; (iv) rain gardens shall be utilized along the proposed road at such locations indicated by the Preliminary Plan; and, (v) there shall be no single discharge point for storm water.

All public improvements, which shall be completed within two (2) years after approval of the Plat of Subdivision, shall be inspected by the Village upon completion, and if they are found to be in compliance with the requirements of the Code and in accordance with the final engineering plans, they shall thereupon, without unreasonable delay, be accepted by the Village.

SECTION SIX: Construction of Streets, Street Lights, Sidewalks, Dedications and Miscellaneous.

A. Streets.

The Owner shall provide access to the site. Developer shall be responsible for keeping all adjacent streets free from construction debris and for repair of damages to the streets caused by Developer's construction traffic. All deliveries of construction supplies or materials shall be restricted to certain streets or temporary haul roads designated by the Village.

Also, Developer shall be required to keep all public streets located on the Subject Property as well as adjoining streets free from mud and debris generated by construction activity on the Subject Property. Such streets must be cleaned at least once a week, and more often if required by Village in its sole judgment. For each day that the streets are not cleaned as required hereunder during construction, Developer shall be subject to a fine as provided in the Code. If any such fine is not promptly paid, the Village shall have the right to stop any and all further construction until paid.

The proposed street cul-de-sac bulb shall be constructed of porous bituminous pavement, capable of absorbing stormwater.

B. Street Lights.

Developer shall only be required to install street lights at such locations as indicated on the Preliminary Plan, so as not to adversely impact properties to the west. Any additional lighting requested in the future shall be purchased and installed by the owners of the Subject Property.

C. Sidewalks.

There is an existing sidewalk along that portion of the Property with 143rd Street frontage. Any damage thereto requiring repair or replacement shall be the obligation of the Developer. No additional sidewalks are required.

D. Dedications.

The Village shall accept the dedication of any street right-of-way upon completion of the street improvements and acceptance thereof by the Village. Owner/Developer shall dedicate a minimum of fifty feet (50') (as measured from the 143rd street center line) for 143rd Street right-of-way along the entire frontage. All public street rights-of-way to be located on the Subject Property shall be at least 60 feet in width, unless otherwise depicted on EXHIBIT B.

E. Miscellaneous.

The cost of all street trees including installation shall be included in the required letters of credit for each phase of 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 for all other public improvements for the Subject Property. The installation of street trees shall remain the obligation of Developer and such obligation may not be assigned or transferred in any way to a successor in title. The street tree(s) for each residence shall be planted not later than the planting season next following the issuance of the Village occupancy permit for said residence. All parkway trees shall be planted by Developer prior to Village acceptance of the subdivision public improvements and before release of Developer's letter of credit.

Any entrance monument (for example on Outlot "A") for the development, including all associated landscaping, shall be owned and maintained by the property owners, or their Home Owner's Association, whether or not the monument and landscaping are located on public or private property or public right-of-way.

Developer shall be responsible for the construction of retaining walls within the development. Such walls must be designed by a licensed structural engineer with such construction monitored by an Illinois licensed structural engineer and documented by the structural engineer in the form of a written report submitted to the Village for approval. Any retaining walls constructed on private property shall be perpetually owned and maintained by the property owner.

SECTION SEVEN: Easements.

The Owner agrees at the time of approval of the Annexation 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. Also, Owner shall grant a blanket easement to the Village to have access to and the right to maintain any storm water management facilities located on the Subject Property for storm water management purposes. The Village shall have the right, but not the duty, in its discretion to go in and perform such maintenance work if necessary and to charge the Owner for the costs of the same, including the right to record a lien against the Subject Property if such costs are not paid.

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 the Owner to obtain all easements, both on site and off site, necessary to serve the Subject Property.

The above notwithstanding, the Village agrees to obtain an offsite water main easement from the property owner to the east of the Subject Property to provide water service to the Subject Property. Developer shall construct the water main, the cost for which shall be included in the Letter of Credit provided for in SECTION EIGHT hereof. The Village covenants and agrees that such easement shall be in place by the time of the Village's final acceptance of the public improvements serving the development. In the event the Village fails to obtain such easement by the time of the Village's final acceptance of the public improvements serving the development, Developer shall have no obligation to install the water main on the off-site property, but Developer shall construct the water main to a location that will be the minimal distance to connect the water mains.

SECTION EIGHT: Developmental Codes and Ordinances and General Matters.

Except as provided herein, the development of the Subject Property annexed, and of each lot respectively encompassed by this Agreement 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 each respective permit for development of each lot is issued. 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. Notwithstanding the foregoing, the dollar amounts for the contributions set forth in Section Three above shall not be increased during the term of this Agreement; however, all other fees, etc. set forth under the various ordinances of the Village shall be paid by the Developer at the rate set forth in the Village ordinances at the time each permit is issued.

No occupancy permit shall be issued for any building prior to the completion and approval by the Village Engineer of the required public improvements, except for the final surface course of the streets. The Village will not finally accept any public improvements until after the final surface course of asphalt. Provided, however, the construction and installation of the public improvements to be done by Developer may be commenced at any time after

Developer has delivered to Village an irrevocable letter of credit, in a form satisfactory to, and from a bank or other financial institution approved by, the Village in the amount of 125% of the Developer's Engineer's estimate of the cost of construction and installation of all such improvements as approved by the Village Engineer, including all required lighting, streets and street lights, sidewalks, landscaping, street trees, sewer and water lines and storm water management facilities. The Village Engineer may, at his discretion, permit the amount of said letter of credit to be reduced, from time to time, as major public improvements are completed.

All public improvements shall be constructed and installed within two (2) years from the date of approval of the Plat of Subdivision; however, if the completion date falls after September 30th, the date shall be the following May 30th. Notwithstanding any other provision of this Agreement, no construction of public improvements shall commence until the plans and specifications for the public improvements have been approved, the agreement for construction of the public improvements as herein provided has been executed, the minimum security has been provided, the requirements of Ordinance No. 2084 have been met, and until documentation, including a copy of any required permit if applicable, or evidence is received by the Village that Developer is not violating a wetland regulation or a regulation relating to waters of the United States and the Developer has shown the Village a permit for building a roadway on a floodplain. Further, no earthwork shall be done in any area tentatively identified as wetlands until an appropriate permit or permission has been obtained and such permit or permission is shown to the Village. The Plat(s) of Subdivision shall contain such restrictive covenants, drainage covenants and easement provisions as are or were required by the Village President and Board of Trustees as a condition to approval of the Plat(s) of Subdivision.

Developer, at Developer's own cost, agrees to provide the Village "as built" engineering plans and specifications upon substantial completion of the public improvements or at the request of the Village Engineer but in no event later than the time required by Ordinance No. 2084.

It is agreed that all of the public improvements contemplated herein shall upon acceptance thereof by the Village, become the property of Village and be integrated with the municipal facilities now in existence or hereafter constructed and Village thereafter agrees to maintain said public improvements. Acceptance of said public improvements shall be by resolution of the President and Board of Trustees only after the Village Engineer or Village Engineer Consultant has issued his Certificate of Inspection affirming that the improvements have been constructed in accordance with approved Engineering Plans and Specifications. Developer agrees to convey by appropriate instrument and Village agrees to promptly accept, subject to terms hereof, the public improvements constructed in accordance with the approved Engineering Plans and Specifications.

SECTION NINE: 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 but not conflicting with any Village utility.

SECTION TEN: Impact Requirements.

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

SECTION ELEVEN: 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 twenty (20) 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 to the various Village recapture funds, 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 TWELVE: 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, as follows:

For the Village:

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

For the Owner:

1. Diana Ilijevski
806 Barclay Drive
Bolingbrook, IL 60440

For the Developer

1. D&G Investments
17400 S. Oak Park Avenue
Tinley Park, IL 60477
Attn: David Szumigalski
2. Richard L. Williams, Attorney
McMahon|Williams
425 Williamsburg Avenue
Geneva, IL 60134

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

SECTION THIRTEEN: Model Units.

At any time after the Owner or Developer posts the required security for public improvements and as approved by the Village Engineer and Building Department, Developer shall have the right to construct two (2) single-family residential model units, and other appurtenant facilities, and upon acceptance by the Village of a plan encompassing that portion of the property upon which same are proposed to be constructed. Any model unit must be served by an approved roadway and plumbing facilities in accordance with Village ordinances.

SECTION FOURTEEN: Signs.

After application is made to the Village's Building Department Director, and all required fees are paid, the Village will permit Developer to erect and maintain two (2) outdoor advertising signs for this proposed development. Such signs to be double-faced, not more than 40 square feet in size, no higher than 10 feet from the top of the sign to ground level and may be exteriorly illuminated. Such signs shall be located on the Subject Property and may so remain for the duration of Developer's sales program. The location of the signs upon the Subject Property shall be in accordance with the Code and shall have reasonable setbacks from streets and highways as the interest of safety may require. The Village shall have the right to compel removal of, and Developer shall so remove, such sign within 90 days after the last building permit is issued, or within four (4) years from the date of this Agreement, whichever occurs later; provided, however, Developer shall in any event remove such signs no later than the time its development and all dwelling units are completely sold.

SECTION FIFTEEN: Provisional Occupancy Permits.

The Village, in accordance with the requirements and customary practice of the Village Building Department, will grant provisional 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):

- (a) The asphalt or concrete has not been poured for the driveway, provided that the stone base has been installed;
- (b) Final grading;
- (c) Painting of the exterior;
- (d) Installation of the gutters and downspouts.

As a condition of the issuance of any such provisional occupancy permit, the Developer shall provide the Village with a timetable (acceptable to the Village) for completion of the outstanding work, which timetable shall be deemed a part of the occupancy permit.

SECTION SIXTEEN: Permits and Letter of Credit.

With the exception of the grading and subdivision signs, the Developer shall not be entitled to obtain any building permits, nor any sign permits, and shall not be entitled to construct any model units, signs, sales and/or rental offices or any other appurtenant facilities unless and until the proper letter of credit or cash deposit has been made to the Village in accordance with the Code of the Village. The letter of credit or cash deposit shall specifically include an amount to cover the cost of street trees 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 be located in places as designated and approved by the Village, and for reasonable time periods not to exceed four (4) years unless an extension is agreed to by the Village. In addition, the Village, after providing Developer with ten (10) 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 they not be placed in an approved location or if the pile is causing a storm water drainage problem, or should it not be permitted to remain beyond the time period specified 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 10-day notice period.

SECTION SEVENTEEN: Conveyance Dedication and Donation of Real Estate and Certain Personal Property.

Any conveyance, dedication or donation of real estate required of the Owner (hereinafter referred to as Grantor for purposes of this Section Seventeen) to the Village or other governmental authority under this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement:

A. Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title by trustee's deed or other appropriate instrument.

B. Merchantable Title. Title to the real estate shall be good and marketable.

C. Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed, plat of dedication, or appropriate dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:

(1) covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;

(2) terms of this Agreement;

(3) general taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of prior year's taxes is not determinable at the time of delivery, conveyance or dedication; and

(4) such other exceptions acceptable to the grantee.

D. Title Insurance. Grantor, shall provide to grantee, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from Chicago Title Insurance Company or such other title insurance company acceptable to the grantee. The commitment for title insurance shall be in usual and customary form subject only to:

(1) the usual and customary standard exceptions contained therein;

(2) taxes for the year in which the deed is delivered and for the prior year if the amount of such prior years taxes is not determinable at the time of delivery of the deed, conveyance or dedication;

(3) subparagraphs 1 and 2 of paragraph C above; and

(4) such other exceptions as are acceptable to the grantee.

The commitment for title insurance shall be in the amount of the fair market value of the real estate and shall be dated not less than 20 days prior to the time for delivery of the deed, conveyance or dedication. Grantor shall further cause to be issued within 30 days after delivery of the deed, conveyance or dedication a title insurance policy in such amount from the company issuing the commitment for title insurance, subject only to the exceptions stated above.

All title insurance charges shall be borne by Grantor.

E. Taxes, Liens, Assessments, Etc.

General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed prior to delivery of the deed, conveyance or dedication. To the extent that any such item cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, Grantor hereby covenants that it will promptly pay the same upon determination of such amount and that it 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.

F. Delivery of Deed, Conveyance or Dedication.

To the extent not provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to Grantor and Village, otherwise at a date, time and place set by Village not less than 30 days after notice thereof is given by Village to Grantor.

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

A. To Effective Date of Agreement.

The Developer, concurrently with annexation and zoning of the Subject Property, or so much thereof as required, 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 attorneys' fees incurred by the Village; and
- (3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expenses.

B. From and After Effective Date of Agreement.

Except as provided in the paragraph immediately following this paragraph, 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, 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, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

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 the Owner, Developer and/or the Village, 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; 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, Developer and Owner, 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 Owner 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 expenses of litigation, incurred by the Village in connection therewith. The obligation of Developer to reimburse Village under the terms of this subparagraph 2 shall terminate if no such legal proceedings are brought within one (1) year from the date of the annexation of the Subject Property and, further, such obligation of reimbursement shall not apply if such legal proceedings are based upon alleged errors, omissions or unlawful conduct of Village and not the Owner or Developer.

In the event the Village institutes legal proceedings against Owner 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 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 or Developer may, in their sole discretion, appeal any such judgment rendered in favor of the Village against Owner or Developer, as the case may be.

SECTION NINETEEN: Warranties and Representations.

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

1. The Owner, Diana Ilijevski, is the legal title holder and the owner of record of the Subject Property.

2. That the Developer proposes to develop the Subject Property in the manner contemplated under this Agreement.

3. That other than the Developer, no other entity or person has any ownership interest in the Subject Property or its development as herein proposed.

4. That Owner and Developer have provided the legal descriptions of the Subject Property set forth in this Agreement and the attached Exhibits and that said legal descriptions are accurate and correct.

SECTION TWENTY: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale and/or conveyance of all or any part of the Subject Property by Owner, Owner shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner and from any or all of such obligations. In the event Developer ceases to have an interest in the Property, or otherwise defaults in its obligation hereunder, all obligations of Developer hereunder shall be expressly assumed by, and may be enforced against by the Village, the Owner.

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.

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 amendments thereto shall be recorded by the Village at the expense of the Developer.

SECTION TWENTY-SIX: Authorization to Execute.

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. The Owner, 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 parties.

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 (2) 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.

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 planning memoranda or any preliminary document or agreement, the text of this 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: Homeowners' Associations.

Developer shall have the right, but not the obligation, to establish a homeowners' association for the Subject Property. The Village shall recognize the rights of said association, its recorded covenants and architectural review processes provided they comply with Village ordinances and further provided they have been reviewed and approved in advance by the Village Attorney for conformance to this Agreement.

SECTION THIRTY-FOUR: 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:

Diana Ilijevski

DEVELOPER:

D&G INVESTMENTS

By: _____
David Szumigalski, Partner

By: _____
Goran Ilijevski, Partner

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 _____ day of _____, 20__.

Notary Public

Commission expires: _____

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 the above-named DAVID SZUMIGALSKI and GORAN ILIJEVSKI, partners in D&G Investments, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____,
20____.

Notary Public

Commission expires: _____

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 the above-named DIANA ILIJEVSKI, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 20____.

Notary Public

Commission expires: _____

Exhibit “A”

Plat of Annexation

Exhibit “B”

Preliminary Plan