

This document prepared by:

E. Kenneth Friker

On Behalf of the Village of Orland Park

Klein, Thorpe and Jenkins, Ltd.

15010 S. Ravinia Avenue – Suite 10

Orland Park, Illinois 60462

For Recorder's Use Only

**DEVELOPMENT AGREEMENT
(METRO EAST TOWNHOMES – 9300 W. 143rd STREET)**

INTRODUCTION

1. This Agreement entered into this _____ day of _____, 2022, 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 ("Developer").

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

THE EAST 30 ACRES OF THE WEST 60 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART FALLING IN 1ST ADDITION TO HERITAGE NO. 3 ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 1979 AS DOCUMENT 25134048 AND RE-RECORDED DECEMBER 6, 1979 AS DOCUMENT NUMBER 25271376; AND ALSO EXCEPTING THEREFROM THAT PART LYING EAST OF THE WEST LINE AND SAID WEST LINE EXTENDED SOUTH OF GROSSKOPF'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1987 AS DOCUMENT NUMBER 87227299, SAID WEST LINE AND SAID WEST LINE EXTENDED OF GROSSKOPF'S SUBDIVISION BEING ALSO THE WEST LINE OF THE EAST 398.00 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 3, AND ALSO EXCEPTING THEREFROM THE SOUTH 50.00 FEET THEREOF TAKEN FOR ROAD) IN COOK COUNTY, ILLINOIS.

PINs: 27-03-301-033-0000

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

3. The Subject Property is located at 9300 W. 143rd Street, Orland Park, and consists of approximately 5.02 acres.

4. The Subject Property is zoned VCD Village Center District under the Land Development Code of the Village of Orland Park, as amended (the "Code"), and is proposed to be developed by the Owner as a planned development consisting of forty two (42) townhome units within eight (8) buildings on forty-four (44) lots, under the VCD Village Center Zoning District as described below, and is proposed to be resubdivided from one (1) lots into a forty-four (44) lot subdivision with privately owned and maintained streets, sidewalks, street and site lights, and stormwater detention facilities.

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

RECITALS:

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

2. The Owner has petitioned the Village for a special use permit for a Planned Development as more fully hereinafter set forth, resubdivision of the Subject Property and plan approval.

3. With modifications as hereinafter described, the parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village including the filing of petitions by Developer to request the rezoning and the granting of a special use for the Subject Property with various modifications from the Code and 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 actions as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

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

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

(b) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including rezoning and the granting of a special use permit with modifications, subdivision, and development 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 implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will 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 reasonably necessary directions and issue all reasonably necessary instructions and take all other action necessary to perform its obligations hereunder.

SECTION ONE: Special Use for a Planned Development, Subdivision, Plan Approval, and Design Standards.

A. The Village, upon 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 granted a Special Use for a Planned Development.

B. The Subject Property shall be developed substantially in accordance with the final site plan titled "Site Plan", by Gary R. Weber Associates, Inc., and last revised March 21, 2022, attached hereto and made a part hereof as EXHIBIT A, subject to the condition that Developer shall meet all building code requirements and final engineering requirements, including required permits from outside agencies.

C. The Subject Property shall be developed substantially in accordance with the Elevations titled "5-Unit Building Mix Character Elevations", prepared by BSB Design, dated January 27, 2022, and "6-Unit Building Mix Character Elevations" prepared by BSB Design dated January 27, 2022, and "Exterior Material Exhibit: Collections 1-4," attached hereto and made a part hereof as EXHIBIT B.

D. The Subject Property must be developed substantially in accordance with the final landscape plan sheet 1 of 8 titled "Landscape Plan," and sheet 2 of 8 titled "Landscape Details", prepared by Gary R Weber Associates, Inc. and last revised March 21, 2022, attached hereto and made a part hereof as EXHIBIT C, subject to the Developer providing a "cash in lieu of land" donation and park cash as provided in SECTION TWO hereof.

E. The Developer shall subdivide the land as shown on the "Final Plat of Subdivision for Metro East", by CEMCON, Ltd., last revised March 16, 2022, attached hereto and made a part hereof as EXHIBIT D, subject to the condition that Developer shall submit a Record Plat of Subdivision to the Village for approval, execution, and recording.

F. The Special Use shall be granted for a Planned Development in the Village Center Zoning District.

SECTION TWO: Contributions.

Developer shall, upon issuance of the initial occupancy permit for each unit, make the following contributions, as required by Village ordinances and codes, which are payable to the Village on behalf of the following:

Per residential unit	<u>2-Bedroom</u>	<u>3-Bedroom</u>
Orland Park Board of Library Trustees	\$125.00	\$125.00
School District Number 135	\$417.00	\$848.00
High School District Number 230	\$135.00	\$210.00
Fair Share Road Exaction Fee	\$1,500.00	\$1,500.00
Corporate Services	\$400.00	\$400.00
Park and Recreation Development Fund	\$1,254.00	\$1507.00
Park and Recreation Cash in Lieu of Land	\$1,876.00	\$2,255.00

Said sums of money due per unit shall be a lien on the Subject Property (on a per unit basis) until paid, and Developer acquiesces and agrees to the payment of said sum being a lien on the Subject Property subordinate to any acquisition loan or construction development loan of this or any subsequent developer of the Subject Property from the date hereof. Upon payment of the contribution due for a unit and issuance of the relevant building permit, the lien shall be deemed released. 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. Other than such payments to the Village as provided in this Agreement as well as the customary permit and inspection fees, no additional contributions, impact or exaction fees shall be paid to the Village by Developer.

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

Sums of money required to be paid hereunder shall be obligations of the Developer and all successors in title, and no conveyance of the Subject Property shall relieve Developer or any subsequent owner or developer, 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 Developer or any subsequent owner for the collection of monies. No collection activity or lien foreclosure proceeding shall take place with respect to any lot for which the above contributions have been paid.

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

Storm Water runoff emanating from the Subject Property shall be retained or detained in a detention pond to be constructed and located on the Subject Property in accordance with the Village approved final engineering plan. 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 of final plan, and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of final plan approval, and shall be completed by the Developer at its expense. The Developer and its successors in title shall own and maintain all storm sewers until final acceptance by the Village, after which the maintenance of the storm sewers shall be

the responsibility of a Homeowners' Association established or to be established by the Developer. Acceptance thereof by the Village shall be conditioned upon satisfactory evidence from the Developer, as reasonably determined by the Village attorney that future storm sewer maintenance will be adequately provided by the Homeowners' Association.

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 sized, constructed and installed in accordance with the Code and final engineering plans approved by the Village. The Developer shall pay to the Village the required water connection charge(s) based upon the size of the connection(s) in accordance with Village ordinances. The Developer shall maintain the water mains and appurtenances until final acceptance by the Village. Acceptance thereof shall not be unreasonably withheld or delayed. Upon Village acceptance, the Village shall own and maintain the water mains and appurtenances, but only up to and including the shut-off valve (B-Box).

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 and the Metropolitan Water Reclamation District of Greater Chicago (the "MWRD"). Said sewers shall be sized as required by the Village. All required fees are due before a building permit will be issued. The design criteria and construction of the sanitary sewers shall be in accordance with all standards of the Village in force on the date of final plan, and also all standards of the MWRD in effect at the time of final plan approval, and shall be completed by the Developer at its expense. The Developer shall maintain the sanitary sewer mains and appurtenances until final acceptance by the Village. Acceptance thereof shall not be unreasonably withheld or delayed. Upon acceptance, the Village shall own and maintain the sanitary sewer mains and appurtenances, but not including the service connection to the residence.

SECTION SIX: Sidewalks, Street Lights, Streets and Landscaping.

A. Streets.

Developer shall dedicate or cause to be dedicated additional 143rd Street right-of-way as shown on the Final Plat of Subdivision to meet engineering requirements and approvals (as determined by the Village in accordance with Village approved plans) and shall construct all streets in accordance with the terms of this Agreement, The Code and final engineering plans approved by the Village. The Developer 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 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 Land Development Code. If any such fine is not promptly paid, the Village shall have the right to stop any and all further construction until paid.

All interior streets to be located on the Subject Property shall be privately owned and perpetually maintained by the Owner and its successors in title.

The Village shall accept the dedication of any required public street right-of-way upon recording of the plat of subdivision for the Subject Property.

B. Sidewalks.

All sidewalks shown on the Site Plan (EXHIBIT A) shall be constructed by Developer to the applicable Village standards and shall be perpetually owned and maintained by Developer and the Home Owners Association to be formed by Developer as the successor in title, except for the sidewalk installed in the 143rd Street right-of-way.

C. Street Lights.

Developer shall construct all street lights and site lighting and all necessary electrical wiring required by the Village in order to meet all applicable Village standards. Developer and the Home Owners Association as the successor in title shall perpetually own and maintain the street lighting and site lighting.

D. Landscaping

Developer shall construct and install all landscaping as required per the Final Landscape Plan, meeting all Village Codes, except as herein modified, as required by Section One, Subsection D of this Development Agreement.

SECTION SEVEN: Special Service Area.

With Developer's cooperation the Village will create a "fall back" or "dormant" Special Service Area pursuant to the Special Service Area Tax Law (35 ILCS 200/27-5, et seq.) to cover the Subject Property for the future maintenance, repair and replacement of the storm water detention and management facilities, private streets, sidewalks and street lights, if said maintenance, repair and replacement are not performed in accordance with the Code and Village Code by Developer, its successors in title or a Homeowners Association formed for such purposes. Developer will waive any statutory objections to the formation of said Special Service Area and will consent to the proposed future tax levy required for such maintenance, repair and replacement. Developer will provide, by recorded covenants, conditions, easements or other

appropriate recordable documents, for all necessary cross access and shared maintenance among future lot or property owners, including necessary access easements for the Village, in order to maintain, repair and replace the storm water detention and management facilities, private streets, sidewalks and street lights.

SECTION EIGHT: Easements.

Upon recording of the Final Plat of Subdivision (EXHIBIT D), Developer agrees to grant to the Village, all necessary easements for the provision of sewer, water, street, or other utilities, including cable television.

All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee hereunder. It shall be the responsibility of Developer to obtain all easements, both on-site and off-site, necessary to serve the Subject Property.

SECTION NINE: Developmental Codes and Ordinances and General Matters.

Except to the extent modified by the terms of this Agreement and the Village Ordinance granting a Special Use for a Planned Development, the development of the Subject Property, 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 Two 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 pavement for the streets, street lights and landscaping. The Village will not finally accept any public improvements until after the final surface course of asphalt has been placed on the public streets. Provided, however, the construction and installation of the public improvements, including grading, to be done by Developer may be commenced at any time following MWRD approval and after Developer has delivered to Village a subdivision improvement/performance bond, in a form satisfactory to, and from a bank or other financial institution approved by, the Village in the amount of 132% of the Developer's Engineer's estimate of the cost of construction and installation of all such improvements as approved by the Village Engineer, or 110% of actual construction contract costs, including all required lighting, streets and street lights, sidewalks, landscaping, street trees, sewer and water lines and storm water management facilities both public and private. The Village Engineer may, in his

discretion, permit the amount of said subdivision improvement/performance bond to be reduced, from time to time, as major public improvements are completed.

All public and private improvements, subject to weather conditions, and not including the final lift (course) of street pavement and common area landscaping, shall be constructed and installed within three (3) years from the date of approval of the final 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 or private improvements shall commence until the final Engineering Plans for the public and private improvements have been approved, the Agreement for construction of the public and private improvements as herein provided has been executed, the minimum security has been provided, the requirements of Ordinance No. 2084 except as herein modified have been met, and until documentation, including a copy of the MWRD Permit if applicable, or evidence is received by the Village that Owner is not violating a wetland regulation or a regulation relating to waters of the United States. 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 final Plat(s) of Subdivision shall contain such restrictive covenants, drainage covenants and easement provisions as are or were required by the President of the 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 and private 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 and described in this Agreement 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 TEN: Utilities.

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at Developer's option as long as the underground facilities do not conflict with Village-maintained infrastructure.

SECTION ELEVEN: 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 with access to and use of public

utilities, streets, fire 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 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 to 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, as follows:

For the Village:

1. Keith Pekau
Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462

2. Patrick R. O'Sullivan
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:

Greg Collins, Land Acquisition Manager
M/I Homes of Chicago LLC
400 E. Diehl Road, Ste. 230

Naperville, Illinois 60563

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

SECTION FOURTEEN: Model Units.

At any time after the 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 residential model units, sales offices and other appurtenant facilities, with the number of models to be as approved by the Village, and upon acceptance by the Village of the model area plan included and depicted in the final Landscape Plan. Any model unit must be served by an approved roadway and plumbing facilities in accordance with Village Ordinances. Any such model home shall relate only to the Subject Property and no model home shall be constructed to advertise or serve as a model for a site other than the Subject Property.

SECTION FIFTEEN: Signs

All temporary and permanent signage shall be subject to the requirements of Section 6-307 of the Village Code.

SECTION SIXTEEN: Provisional Occupancy Permits.

The Village, in accordance with the requirements of the Village Code, 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; and
- (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 SEVENTEEN: Permits and Letter of Credit.

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 subdivision improvement/performance bond or cash deposit has been provided to the Village in accordance with the Code. The subdivision improvement/performance bond 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 on the area designated as Building 5 on the final site plan, and for reasonable time periods not to exceed three (3) years unless an extension is agreed to by the Village. In addition, the Village, after providing Developer with 10 days advance written notice, shall have the right to draw upon the subdivision improvement/performance bond 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 subdivision improvement/performance bond if Developer relocates or removes the stock piles as directed by the Village within the 10 day notice period.

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 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 Owner 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 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 and Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village or Developer institutes legal proceedings against the other party 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 such prevailing party, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by such party in connection therewith. Developer or Village may, in its sole discretion, appeal any such judgment rendered in favor of the other party.

SECTION NINETEEN: Warranties and Representations.

The Developer represents and warrants to the Village as follows:

1. Developer is the legal title holder and the owner of record of the Subject Property as indicated on the first page of this Agreement.

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

3. Other than Developer, no other entity or person has any interest as of the date hereof in the Subject Property or its development as herein proposed.

4. Developer has provided the legal description of the Subject Property set forth in this Agreement and the attached Exhibits and said legal description is accurate and correct.

5. With respect to any real estate herein which will become property of the Village, Developer warrants and represents, to the best of its knowledge, that during the period of its ownership or control over said Subject Property it has no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release or threatened release of hazardous substances or hazardous wastes on, from or under the property, by or through Developer or any other party whatsoever. Developer similarly represents and warrants that to the best of its knowledge, there was no underground storage (or other) tank and not any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the property prior to Developer's ownership or control of the Subject Property.

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

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

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or either 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 hereunder 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 by the Village at the expense of the Developer.

SECTION TWENTY-SIX: Authorization to Execute.

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

SECTION TWENTY-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 subse-

quent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

SECTION TWENTY-EIGHT: Counterparts.

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

SECTION TWENTY-NINE: Curing Default.

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

SECTION THIRTY: Conflict Between the Text and Exhibits.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the Exhibits attached hereto 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 here from and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

SECTION THIRTY-TWO: Definition of Village.

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

SECTION THIRTY-THREE: Execution of Agreement.

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

VILLAGE OF ORLAND PARK, an
Illinois Municipal Corporation

By: _____
Village President

ATTEST:

By: _____
Village Clerk

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

By: _____
Member/Manager

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 _____, the Member/Manager of M/I HOMES OF CHICAGO, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member/Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 2022.

Commission expires _____

Notary Public