

ORDINANCE 2022-22

**AN ORDINANCE APPROVING AND DIRECTING THE
EXECUTION OF THE ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN
HANOVER TOWNSHIP AND THE VILLAGE OF BARTLETT FOR THE HANOVER
TOWNSHIP CAMPUS EXPANSION**

BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: That the Annexation and Development Agreement between Hanover Township and the Village of Bartlett, a copy of which is appended hereto and expressly incorporated herein (the "Agreement"), is hereby approved.

SECTION TWO: That the Village President and Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION THREE: That the Village Clerk is authorized and directed to cause a certified copy of this Ordinance and the attached Agreement to be recorded with the Cook County Recorder.

SECTION FOUR: SEVERABILITY. The various provisions of this Ordinance are to be considered as severable, and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION FIVE: REPEAL OF PRIOR ORDINANCES. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski

NAYS: None

ABSENT: None

PASSED: April 19, 2022

APPROVED: April 19, 2022



Kevin Wallace, Village President

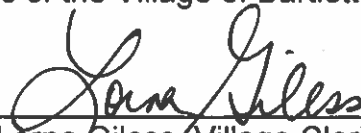
ATTEST:



Lorna Gilles, Village Clerk

CERTIFICATION

I, Lorna Gilles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022-22 enacted on April 19, 2022 and approved on April 19, 2022 as the same appears from the official records of the Village of Bartlett.



Lorna Gilles, Village Clerk



**ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND HANOVER TOWNSHIP**

This Annexation and Development Agreement (the “Agreement”), made and entered into at Bartlett, Illinois this 19th day of April, 2022, by and between the VILLAGE OF BARTLETT, a municipal corporation, in the State of Illinois and home rule unit of local government (the “Village”), by and through the President and Board of Trustees (the “Corporate Authorities”), and HANOVER TOWNSHIP, a body politic and corporate with its principal office located at 250 South Illinois Route 59, Bartlett, Illinois, 60103 (the “Petitioner” or “Owner/Developer”).

RECITALS:

WHEREAS, the Village is a municipal corporation organized and existing under the laws of the State of Illinois and is a home rule unit of government; and

WHEREAS, the Owner/Developer is the owner of record of certain real estate consisting of approximately 17.897 acres (the “Property”), which is legally described in **Exhibit A**, attached hereto, and incorporated herein by this reference, which is comprised of two legally described parcels of real estate, one of which already lies within the corporate limits of the Village of Bartlett, that being the real estate consisting of approximately 3.497 +/- acres which is legally described on **Exhibit A-1** attached hereto, with Permanent Index Numbers (“PINs”) 06-33-401-007 and 06-33-401-008 (alternatively referred to herein as the “HT Incorporated Parcels” or the “HT Incorporated Real Estate”), and a second parcel of real estate consisting of 14.4 +/- acres which is legally described on **Exhibit A-2** attached hereto, with PIN 06-33-403-031 (alternatively referred to herein as the “West Unincorporated Parcel” or the “Property Sought to be Annexed”), which lies in unincorporated Cook County, Hanover Township, and is immediately adjacent and contiguous to the HT Incorporated Parcels; and

WHEREAS, this Agreement concerns not only the annexation of the West Unincorporated Parcel also legally described and depicted on the Plat of Annexation attached hereto as **Exhibit B**, but the development of the West Unincorporated Parcel sought to be annexed, and the development of the HT Incorporated Real Estate, which together comprise the Property; and

WHEREAS, the Property Sought to be Annexed constitutes territory which is contiguous to the corporate limits of the Village, is not within the corporate limits of any municipality, and has no electors residing thereon, and may, therefore, be annexed to the Village as provided in 65 ILCS 5/7-1-8, upon submittal of a Petition for Annexation of the Property signed by the Owner/Developer; and

WHEREAS, the Owner/Developer desires to have the West Unincorporated Parcel annexed to the Village, and has filed its sworn Petition for Annexation pursuant to 65 ILCS 5/7-1-8 with the Village Clerk, which is incorporated herein by this reference, requesting annexation of the Property Sought to be Annexed upon certain terms and conditions set forth below; and

WHEREAS, the Owner/Developer desires to develop the entire Property for the Hanover Township Campus Expansion in three (3) phases, in accordance with the Phasing Plan and Preliminary Overall PUD Plan submitted by the Owner/Developer as identified and defined in Section I.A. of this Agreement, and attached hereto as **Exhibit C**, as follows:

- Phase 1: Construction of Emergency Services Station;
- Phase 2: Renovation of existing structure to accommodate offices for Facilities and Road Maintenance Administrative Offices, including extension of utilities to serve said structure (2 to 4 years); and
- Phase 3: Construction of Township Cemetery (3 to 8 years);

WHEREAS, in addition to its Petition for Annexation of the Property Sought to be Annexed to the Village of Bartlett, the Owner/Developer has heretofore submitted to the Village its petition (the “Land Use Approvals Petition”) for the enactment of all ordinances required to approve the following: (i) consolidate the Property from two parcels (currently made up of three PINs) to one parcel or zoning lot by the approval and recording of a Plat of Consolidation attached hereto as **Exhibit D**; (ii) Amendment to the Village of Bartlett Future Land Use Plan for the Property from Residential to Municipal/Institutional; (iii) rezone the Property Sought to be Annexed the from ER-1 (Estate Residence) Zoning District, the zoning district to which property is automatically zoned upon its annexation to the Village, to the P-1 (Public Land) Zoning District and rezone the HT Incorporated Real Estate from the ER-1 (Estate Residence) Zoning District to the P-1 (Public Land) Zoning District; (iv) the grant of Special Use Permits for (a) the future township cemetery planned in the northwest corner of the Property (Phase 3), (b) the planned use of two (2) principal structures on one parcel or zoning lot, (c) the disturbance and mitigation of wetlands on the site, and (d) a planned unit development (“PUD”) for the Property; and (v) approval of the following additional plans: (a) a Phasing Plan and Preliminary Overall PUD Plan attached hereto as **Exhibit C**, (b) a Phase 1 Final Site/PUD Plan attached hereto as **Exhibit E**, (c) Building Elevations for Emergency Services Station attached hereto as **Exhibit F**, and (d) Phase 1 Landscape Plan attached hereto as **Exhibit G** (collectively the “Land Use Approvals”); and

WHEREAS, the Bartlett Plan Commission (the “Plan Commission”) held a public hearing March 10, 2022, on the Owner/Developer’s Land Use Approvals Petition requesting: (i) consolidation of the Property from the two existing parcels (consisting of three PINS) into one parcel or zoning lot; (ii) an amendment to the Village’s Future Land Use Plan from Residential to Municipal/Institutional; (iii) rezoning of the Property to P-1 Public Land District with a PUD to be developed in phases in accordance with the Phasing Plan and Preliminary Overall PUD Plan; (iv) the grant of special use permits for (a) the future township cemetery planned in the northwest corner of the Property, (b) the disturbance and mitigation of the existing wetland found on the northeast portion of the Property, (c) the planned use of two (2) principal structures on one parcel or zoning lot, and (d) a Planned Unit Development (collectively, the “Special Use Permits”); and (v) approval of the following plans: a) a Phasing Plan and Preliminary Overall PUD Plan attached hereto as **Exhibit C**, (b) a Phase 1 Final Site/PUD Plan attached hereto as **Exhibit E**, (c) Building Elevations for Emergency Services Station attached hereto as **Exhibit F**, and (d) Phase 1 Landscape Plan attached hereto as **Exhibit G**; hereinafter collectively referred to and defined as the “Phasing and Preliminary Overall PUD Plan for the Property and Final PUD for Phase 1”; and

WHEREAS, said public hearing before the Plan Commission was held pursuant to a public notice published in a newspaper of general circulation in the Village not less than 15 nor more than 30 days prior to said public hearing, and written notice was mailed by certified mail, return receipt requested, addressed to all owners of property located within 250 feet of the perimeter of the Property, excluding public right-of-way, with a certified copy of the newspaper's Certificate of publication and copies of the mailed notice and returned receipts filed by the Owner/Developer with the Village Clerk; and

WHEREAS, the Plan Commission has made its report to the Corporate Authorities regarding the Hanover Township Campus Expansion, including its recommendation of approval of the Land Use Approvals Petition and the consolidation of the Property from two existing parcels (3 PINS) into one parcel or zoning lot, approving of an amendment to the Village's Future Land Use Plan with respect to the Property; rezoning of the Property to the P-1 (Public Land) District with a PUD, the grant of the Special Use Permits, and approval of the Phasing and Preliminary PUD Plan for the Property and Final PUD Plan for Phase 1; and

WHEREAS, written notices of the proposed annexation of the Property Sought to be Annexed were sent to the Trustees of the Bartlett and Countryside Fire Protection District and the Trustees of the Bartlett Library District, and the Trustees of the Bartlett Park District copies of which are on file with the Village Clerk and are incorporated herein by reference; and

WHEREAS, written notices of the proposed annexation of the Property Sought to be Annexed were sent to the Hanover Township Supervisor and to the Superintendent of Schools for Elgin School District No. U-46, copies of which are on file and are incorporated herein by reference; and

WHEREAS, the Village, upon acceptance of this Agreement, and subject to compliance with statutory notice requirements, agrees to pass an ordinance to annex the Property Sought to be Annexed to the Village (the "Annexation Ordinance"), with an accurate map of the territory to be annexed attached hereto, and to pass one or more ordinances approving and granting the Land Use Approvals; and

WHEREAS, the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") have held a public hearing on this Annexation Agreement pursuant to public notice published in a newspaper of general circulation in the Village not less than 15 nor more than 30 days prior to said public hearing, a copy of said newspaper's certificate of publication having been filed by the Owner/Developer with the Village Clerk; and

WHEREAS, the Corporate Authorities caused a notice stating that annexation of the Property Sought to be Annexed (as described in said notice) is contemplated, and published said notice in a newspaper of general circulation within the territory to be annexed not less than ten (10) days before the passage of the Annexation Ordinance, and sent written notice to the taxpayer of record of the Property Sought to be Annexed not less than fifteen (15) days before the passage of the Annexation Ordinance; and

WHEREAS, this Agreement is being entered into pursuant to the provisions of 65 ILCS 5/11-15.1-1 through 11-15.1-5, and pursuant to the Village’s general police power conferred by the Illinois Constitution, Article 7, Section 6(a), to home rule municipalities;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

I. ANNEXATION AND REZONING.

The Owner/Developer has filed with the Village a sworn Petition to Annex the Property Sought to be Annexed pursuant to 65 ILCS 5/7-1-8 which is on file with the Village Clerk. The Owner/Developer represents and warrants that it is the sole owner of the Property Sought to be Annexed, that it holds fee simple title thereto, and that no electors reside on the Property Sought to be Annexed. The Village agrees to pass an ordinance approving of this Annexation and Development Agreement, and an ordinance annexing the Property Sought to be Annexed to the Village. The Village further agrees to adopt all such ordinances approving and/or granting rezoning, granting of the Special Use Permits, and approving the Phasing and Preliminary PUD Plan for the Property and Final PUD Plan for Phase 1 necessary to effectuate the provisions of this Agreement. Specifically, the Village agrees that at the same meeting at which this Agreement is approved by ordinance, or at its next succeeding regular Board meeting thereafter, it will enact (1) an ordinance to annex the Property Sought to be Annexed to the Village; and (2) an ordinance, hereinafter referred to as the “Hanover Township Campus Expansion Rezoning & Development Ordinance,” which: (a) consolidates the Property from the two existing parcels (currently 3 PINs) into one parcel by the approval of the William Tiknis Campus Expansion Plat of Consolidation prepared by Thomas Engineering Group, LLC dated 9/1/21, last revised 1/24/22, attached here to as **Exhibit D** (the “Plat of Consolidation”); (b) amends the Village Future Land Use Plan for the Property from Residential to Municipal/Institutional, (c) rezones the Property from ER-1 Estate Residence Zoning District to P-1 Public Land Zoning District with a special use permit for a PUD under the Village of Bartlett Zoning Ordinance (the “Bartlett Zoning Ordinance”); (d) grants Special Use Permits for (i) the future township cemetery planned in the northwest corner of the parcel, (ii) the planned use of two (2) principal structures on one parcel or zoning lot, (iii) the disturbance and mitigation of wetlands on the Property, (iv) a planned unit development for the Property to be developed in accordance with the Phasing Plan and Preliminary Overall PUD Plan; and (d) approves of the following plans: (i) Phasing Plan and Preliminary Overall PUD Plan prepared by Thomas Engineering Group, LLC, dated 9/14/21, last revised 3/1/22 attached hereto as **Exhibit C**; (ii) the Phase 1 Final Site/PUD Plan prepared by Thomas Engineering Group LLC dated 9/12/21 last revised 3/7/22 attached hereto as **Exhibit E** (the “Phase 1 Final Site/PUD Plan”); (iii) the Phase 1 Landscaping Plan prepared by Thomas Engineering Group, LLC dated 9/14/21, last revised 3/7/22) attached hereto as **Exhibit G** (the “Phase 1 Landscape Plan”).

The Hanover Township Campus Expansion Rezoning & Development Ordinance shall be subject to the following conditions:

1. Approval by the Village Engineer of the final engineering plans for the Hanover Township Expansion Project to be prepared and finalized by Thomas Engineering Group, LLC, which substantially conform with the preliminary engineering plans also prepared by Thomas Engineering Group, LLC dated 9/14/21, last revised 3/7/22, consisting of 161 sheets (the "Preliminary Engineering Plans"), and which final engineering plans shall meet the requirements of the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance") as the same may be amended before they are approved by the Village Engineer, and which shall include without limitation, an engineering development plan and detail for the entire Property with respect to grading, private roads, private sidewalks, and bike/walking paths and other private improvements, as well as the public improvements, including, but not limited to (1) water transmission mains, including domestic and fire flow; (2) sanitary interceptor and collector sewer lines to connect to the Village's sanitary sewer collection system; (3) stormwater management, including, but not limited to, the acre feet of stormwater storage necessary for the Property and on-site and off-site floodwater routing; and (4) a Phase 1 utility plan which clearly shows which utilities are proposed for Phase 1 and an engineer's estimate of probable cost ("EEOC") for Phase 1 (collectively, the "Final Engineering Plans"). With each subsequent Phase, the Owner/Developer's Engineer shall submit updated EEOC's.
2. Delivery to the Village of an executed Public Improvements Completion Agreement ("PICA") in a form as incorporated in the Subdivision Ordinance, except for such modifications thereto as approved by the Village Attorney. A new or amended PICA with updated EEOC's shall be required before a building permit or development permit issues for Phases 2 and 3.
3. Submittal of a letter of credit or performance and payment bonds from a financial institution or surety meeting at least the minimum requirements therefor set forth in the Subdivision Ordinance, issued on behalf of the Owner/Developer or by the Owner/Developer's general contractor or construction manager to guarantee that for such of the following items: site grading; on-site and off-site underground improvements, including but not limited to water mains, vaults, and valve vaults, sanitary sewer mains and manholes and any required force main; curb cuts and driveway approaches; and all stormwater facilities, including storm sewer underground items, detention items, erosion control, sidewalk or bicycle path; stormwater management improvements and landscaping improvements (collectively, the "Public Improvements") will be timely completed, fully paid for, and maintained for a period of 18 months after acceptance of the Public Improvements for each phase of the development of the Property by the Corporate Authorities. The amount of such security for each phase shall be as approved by the Village Engineer based on the engineer's estimates prepared by the Owner/Developer's engineer as may be accepted by the Village Engineer, in his reasonable discretion, and the form of such security shall be as set forth in the Subdivision Ordinance, except as modified and approved by the Village Attorney. The Public Improvements for a given phase shall be completed and fully paid for within 12 months of when construction thereof commences, and when completed

and approved by the Village Engineer to go into maintenance, the Owner/Developer, or its contractor or construction manager, shall have furnished a maintenance letter of credit or maintenance bond in form and substance as provided in the Subdivision Ordinance. In the event any of the Public Improvements are damaged as a result of construction activities on the Property, or in connection with the installation and construction of the off-site Public Improvements, all such damage shall be promptly repaired, or caused to be repaired, by the Owner/Developer without cost to the Village.

4. All landscape improvements shall be in compliance with the landscaping requirements set forth in Chapter 11A of the Zoning Ordinance, and the final landscape plan approved by the Village for the applicable phase of the development and shall be subject to the inspection, review and approval of the Bartlett Planning and Development Services Department (the "PDS Department") to confirm that the landscape improvements as installed conform to said ordinance and the approved landscape plan and at the time of inspection are living and are likely to survive.
5. Approval of all curb cuts and curb cut improvements by the Illinois Department of Transportation ("IDOT"). Approval by the Highway Department or IDOT of the proposed curb cuts as depicted on the Site Development Plan on Route 59, and the Owner/Developer's agreement to construct such turn lanes, acceleration lanes, deceleration lanes, road markings, and traffic control devices and measures recommended by the Highway Department, if any.
6. Approval of building elevation plans consistent with the Building Elevations for Emergency Services Station attached hereto as **Exhibit F**, with colors and materials, dimensions and height of buildings labeled thereon, shall be submitted to the PDS Department with any building plans submitted for a building permit.
7. Commencement of Construction. No construction of any private improvements or any Public Improvements in any phase shall be commenced prior to submission of the letters of credit or performance and payment bonds as required in paragraph 3 of this Section; and certificates of insurance from the Owner/Developer, or the general contractor, or prime contractors, or construction manager hired by the Owner/Developer to construct the Public Improvements have been furnished to the Village evidencing that each has in place commercial general liability, automobile, workers compensation and employers liability insurance in such amounts and coverages satisfactory to the Village and naming the Village as an additional insured thereon.
8. Landscaping for each phase shall be planted and installed within one (1) year of the issuance of a building permit for that phase and shall be in substantial conformance with the preliminary Landscape Plan approved for the applicable phase, except as modified to accommodate the PDS Department final comments and approval thereof (the "Final Landscape Plan") and shall be installed (weather permitting) prior to the issuance of an occupancy permit for the building being developed on

the Property for the applicable phase of development. If due to weather landscaping cannot be installed at the time of occupancy of any unit, a conditional occupancy permit may issue provided a landscape bond has been submitted to the PDS Department prior to issuance of any such conditional occupancy permit. The landscape bond shall be issued by a surety company authorized by the Illinois Department of Insurance to issue and sign sureties, and shall be in an amount equal to 110% of the contract sum on an executed contract between the Owner/Developer and a licensed, insured, and bonded landscape contractor, otherwise as estimated by the landscape architect or engineering firm that prepared the Final Landscape Plan for the applicable phase.

9. All Public Improvements shall be constructed and installed in strict conformance with the Final Engineering Plans and the Subdivision Ordinance, and the Property shall be developed in accordance with the Final Site/PUD Plan for the applicable phase and in conformance with the Bartlett Building Code and other ordinances of the Village, and all Federal, State, and County laws, statutes, ordinances, and regulations in effect at the time the building permit or development permit for the applicable phase is issued. Minor modifications to any approved Final Site/PUD Plan shall not require an amendment to this Agreement, and may be approved by the PDS Director.
10. Development of Phases 2 and 3 shall require approval by ordinance of a Final Site/PUD Plan and final landscape plan for the applicable phase, and Owner/Developer shall submit engineer's estimates for the Public Improvements proposed to be constructed in the applicable phase, and a new Public Improvements Completion Agreement ("PICA") or an amendment to the PICA approved for Phase 1, shall be submitted to the Village and may be executed by the Village Administrator on behalf of the Village, together with new or amended security in the form of a letter of credit or performance bond and payment bond to guaranty completion and full payment of the public improvements of the applicable phase of development of the Property.
11. Compliance with all the terms and conditions of this Annexation and Development Agreement.
 - A. This Agreement in its entirety, at the option of the Owner/Developer, shall be null, void and of no force and effect unless the Property Sought to be Annexed is validly annexed to the Village and validly zoned and classified in accordance with and as contemplated by this Agreement, and this Agreement has been fully executed by all Parties.

II. PLAT OF ANNEXATION

Subject to compliance with the statutory notice requirements set forth in Section 7-1-13 of the Municipal Code (65 ILCS 5/7-1-13), as amended, immediately following the adoption of an ordinance approving of this Annexation Agreement, the Corporate Authorities of the Village shall pass an ordinance annexing the Property Sought to be Annexed to the Village

of Bartlett. Owner/Developer hereby consents to the passage of the Annexation Ordinance. The Village shall cause the Village Clerk to record the Annexation Ordinance after its passage, together with the Map of the Territory Annexed to the Village of Bartlett prepared by Thomas Engineering Group, LLC dated April 4, 2022, and attached hereto as **Exhibit D** and expressly incorporated herein (the “Plat of Annexation”) with the Cook County Recorder of Deeds.

III. UTILITY IMPROVEMENTS.

- A. Off Site. Owner/Developer shall pay for and be responsible for the design, engineering, construction engineering and all other costs for installation of all off site (as well as on site) Public Improvements necessary (as determined in accordance with the Bartlett Building Code, the Subdivision Ordinance, the Village’s ordinances of general applicability, or as reasonably required by the Village) for the Property and for all Public Improvements related to any development of the Property, and shall submit such additional engineering as requested by the Village Engineer for the areas falling outside of the Property. All such off site and on-site improvements for each phase shall be included in the guarantee for completion for each applicable phase of development. The off-site utility improvements to be required shall be those necessary to service the Property as shown on the Final Engineering Plans as may be approved by the Village Engineer.
- B. Wastewater Treatment Facilities - Public Sewer. The Village agrees that the Owner/Developer may connect to and extend the existing municipal wastewater collection system and that such connections shall be permitted upon payment of the Village’s normal connection fees in force and effect at the time of connection, which the Owner/Developer agrees to pay. The Village, and the Owner/Developer agrees that the Property will be served by the MSDGC. If requested by the Village, the Owner/Developer shall also convey easements for access and for utilities, including, but not limited to, water, sanitary sewer, storm sewer, drainage, electric, telephone, cable television and natural gas as may be determined by the Village Engineer. Unless otherwise agreed herein, the utilities required under this provision shall be those necessary to serve the Property and be as shown on the Preliminary Engineering Plans.
- C. Water Supply and Water System Improvements. The Village agrees that the Owner/Developer may connect to and extend the existing municipal water distribution system, and that such connection shall be permitted upon payment of the Villages normal connection fees in force and effect at the time of connection, which the Owner/Developer agrees to pay.
- D. Existing Wells. The Village will allow the two existing wells on the property identified on the Overall Utility Plan (Sheet C9.0) as the “EX-WELL – GUEST HOUSE” and “EX-WELL MAIN HOUSE”, to remain in place and be used for non-potable water uses including landscape irrigation, maintaining natural water features, and emergencies (the “Non-Potable Purposes”); provided, however, that when a public water supply service line has been extended to the Guest House, the Guest House well

on the property shall be disconnected from the Guest House building before that building or a replacement building is connected to the Village's municipal water supply system to eliminate any cross-connection and cross-contamination. The Owner/Developer may thereafter install and utilize a yard hydrant to draw water from that well to water and establish new landscaping for Phase 1 and for the other Non-Potable Purposes. The existing well at the Main House may also remain uncapped and can be used for Non-Potable Purposes, including to irrigate the cemetery if and when it is developed; provided, however, that when a public water supply service line has been extended to the Main House as part of the Phase 3 Work, the Main House well shall first be disconnected from the Main House building before that building is connected to the Village's municipal water supply system to eliminate any cross contamination. Thereafter, the Owner/Developer may install and utilize a yard hydrant to draw water from that well to irrigate the cemetery and for the other Non-Potable Purposes.

- E. At the time the Owner/Developer solicits bids for Phase 1, and again when it solicits bids for Phase 2 work, it shall solicit alternate bids for the water main work in that phase for both an 8" diameter ductile iron pipe ("DIP") watermain and appurtenances, and a 12" DIP watermain and appurtenances. For Phase 1 the alternate pricing shall be for that portion of the water main work depicted in yellow on the Watermain Oversizing Exhibit attached hereto as **Exhibit H** (approximately 270 lineal feet ("L.F.")), and for Phase 2 the alternate pricing shall be for that portion of the water main work depicted in red on the said Water Main Oversizing Exhibit (approximately 1,200 L.F.) (the "Oversize Watermain Work"). The Owner/Developer shall award the 12" diameter DIP water main alternate for the Oversize Watermain Work for both Phase 1 and Phase 2, and the Village shall promptly reimburse the Owner/Developer for the additional cost of the Oversize Watermain Work for each phase, in an amount equal to the difference between the actual cost to install and construct the Oversize Watermain Work and the bid price for the 8" diameter DIP watermain and appurtenances for each phase.
- F. Storm Water Control Facilities and Drainage. Storm water management for the Property shall be designed and constructed in accordance with the Bartlett Subdivision Ordinance, as amended, which incorporates by reference the DuPage County Storm Water Management Ordinance, effective September 7, 1999, as amended.

IV. ROAD IMPROVEMENTS.

There are no roadway improvements to be constructed, except for those set forth in the Roadway Plan and Profiles included in the Preliminary Engineering Plans, or as may be required by IDOT which will be shown on the Final Engineering Plans.

V. RESTORATION.

Owner/Developer shall repair and replace, in accordance with their original sizes, standards and topography, in a manner satisfactory to the Village, all property damaged or disturbed

by reason of its, or its contractor('s) work in connection with the development of the Property within a reasonable time. Owner/Developer shall similarly repair and replace disturbed areas to their original grades and condition, except where modified in accordance with approved grading plans to be included in the Final Engineering Plans.

VI. FACILITIES TO BE UNDERGROUND.

Owner/Developer shall provide that all utilities and communications facilities to be installed, including telephone, electric and cable television to serve the Property shall be underground, and this requirement shall be affixed to all building plans and engineering plans therefor. Owner/Developer shall not be responsible for the burying of any existing above ground off-site utilities adjacent to the Property.

VII. LIMIT ON VILLAGE RESPONSIBILITY FOR UTILITIES.

The Village shall not be responsible for the installation of any public or private utilities on the Property, or for the installation of any public or private utilities off site in connection with the Property.

VIII. DONATIONS, CONTRIBUTIONS AND FEES

Owner/Developer shall not be required to pay an annexation fee to the Village. The Village acknowledges that the annexation of the Property will have minimal to no impact on schools, parks, library, fire protection districts, or other public services within the Village; therefore, the Bartlett Donation Ordinance shall not be applicable to require donations to the taxing districts that supply said services. However, in the event the Property is not already annexed the U-46 School District, the Bartlett Park District, the Bartlett Public Library District, and/or the Bartlett Fire Protection District, the Owner/Developer shall execute and file a petition to annex the Property to each such taxing district within 60 days of the passage of the ordinance annexing the Property to the Village.

IX. COMMENCEMENT OF CONSTRUCTION

- A. A building permit shall be issued for construction of the proposed buildings on the Property upon the filing, review and approval of the building plans and specifications for the proposed new building by the Bartlett PDS Department (the "Building Plans and Specs"), provided the Building Plans and Specs are consistent with the approved Final Site/PUD Plan and meet the Bartlett Building Code and applicable federal, state and county laws, statutes, ordinances and rules and regulations.
- B. The Village agrees that the Owner/Developer may make minor modifications to the Building Plans and Specs for the proposed building supporting said application for building permit as may be approved by the Bartlett Building and Code Enforcement Division Manager (the "Building Official"), and the Village may approve of minor modifications in accordance with the limitations and procedures set forth in Section 10-

9-10B of the Bartlett Zoning Ordinance as may be approved by the PDS Director, provided said revised plans otherwise meet the applicable Building Codes and are consistent with the Final Site/PUD Plan for the applicable phase, approved final engineering, the Building Elevations (if applicable) and the Final Landscape Plan for the applicable phase of the development.

X. REQUIREMENTS OF OTHER JURISDICTIONS

It is agreed that the Village is not liable or responsible for any restrictions on Village's obligations under this Agreement that may be required or imposed by any other governmental bodies or agencies having jurisdiction over the Property, the Village and/or the Owner/Developer, including, but not limited to county, state, and federal regulatory bodies. Notwithstanding the foregoing, the Village will execute all permits and documents, complying with the Village's ordinances, requested by the Owner/Developer in connection with the approvals required by other governmental agencies having jurisdiction.

XI. BUILDING CODES

Owner/Developer shall comply in all respects with the Bartlett Building Code and the applicable Village ordinances pertaining to buildings which are in effect at the time Owner/Developer makes application to the Village for a building permit or permits in connection with the construction of buildings or structures on the Property, whether or not any of such ordinances are amended after the date hereof, unless otherwise specifically provided herein.

XII. SOIL EROSION CONTROL

Owner/Developer shall adhere to measures for the prevention of soil erosion during the development of the Property pursuant to the Village erosion control regulations in the Subdivision Ordinance, or the *Procedure and Standards for Urban Soil Erosion and Sedimentation Control in Illinois*, published in 1981, as amended, and the recommended procedures of the North Cook County Soil and Water Conservation District and any other applicable regulatory agencies, whichever is more restrictive. An erosion control plan shall be submitted by Owner/Developer to the Village with the Final Engineering Plans for the entire Property, and including but not limited to, such portions of the Property where any site grading, excavation and land balancing work is performed and/or dirt, fill or spoils piled or stored, and shall be subject to review and approval of the Village Engineer.

XIII. BINDING EFFECT AND TERM.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, legatees, beneficiaries, successors in interest, assignees, lessees, and upon any successor municipal authorities of the Village and successor municipalities for a period of twenty (20) years from the date of execution hereof.

XIV. COMPLIANCE AND AMENDMENTS

- A. More Restrictive Requirements. Except as otherwise specified herein, all Village ordinances shall apply to the Property, Owner/Developer and all successors and assigns in title. If, during the terms of this Agreement, the provisions of the existing ordinances, codes and regulations which may relate to the development, construction of improvements, buildings, appurtenances and all other development of any kind and character of the Property, are amended or modified in any manner so as to impose more stringent requirements on the development, construction of improvements, properties in similarly zoned or developed properties within the Village shall unless otherwise excepted herein, be effective as applied to the Property so long as such amendments or modifications are nondiscriminatory in their application and effect throughout the Village and are applicable generally to similarly zoned or developed properties within the Village (excepting those other developments in the Village having annexation agreements - past, present, or future - providing otherwise).
- B. Less Restrictive Requirements. If, during the term of this Agreement, except as otherwise specifically and expressly agreed upon in this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Property, are amended or modified in a manner to impose less restrictive requirements on development of, or construction upon, properties in similarly zoned or developed parcels within the Village, then the benefit of such less restrictive requirements shall inure to the benefit of the Owner/Developer and, the Owner/Developer may elect to proceed with respect to the development of, or construction upon, the Property with the less restrictive amendment or modification so long as such amendments or modifications are non-discriminatory in their application and effect throughout the Village and are applicable generally to similarly zoned or developed parcels within the Village (excepting those other developments in the Village having annexation agreements -past, present or future - providing otherwise).
- C. Amendments and Modifications. Amendments and modifications hereof may be affected by procedures established by law, in force from time to time, after the initial approval. The Village and/or the owner(s) of record of the Property, even if not the Owner/Developer named herein, may agree, in writing pursuant to applicable statutory and ordinance requirements, to amend and/or modify this Agreement with respect to the Property.

XV. OBLIGATIONS

- A. All obligations of the Owner/Developer in this Agreement, including monetary obligations in existence now, as well as those which may come to exist in the future, as a result of this Agreement, shall constitute covenants running with the land and such monetary obligations shall also be liens upon the land.

- B. It is specifically understood and agreed that the Owner/Developer shall have the right to sell, transfer, mortgage and assign all or any part of the Property and the improvements thereon to other persons, trusts, partnerships, firms or corporations for investment, building, financing, developing and all such purposes, and that said persons, trusts, partnerships, firms or corporations shall be entitled to the same rights and privileges, except for any (1) fee waivers, or (2) agreement to require less or different security for any public improvements as is otherwise required under the Subdivision Ordinance, and shall have the same obligations as the Owner/Developer have under this Agreement and upon such transfer, such obligations shall be the sole obligations of the transferee, except for any bonds or guarantees posted by Owner/Developer on any subdivided or unimproved property for which an acceptable substitute letter of credit or surety bond has not been submitted to the Village as determined by the Village in its sole discretion; such obligations as to any vacant, unsubdivided land shall be the sole obligation of the transferee. The foregoing rights shall apply to any and all successors and assigns of the Owner/Developer.
- C. Upon any sale or conveyance of any part of the Property by Owner/Developer or its successors or assigns and upon each said sale and conveyance, the purchaser shall be bound by and entitled to the benefits and obligations of this Agreement with respect to that part of the Property sold or conveyed. When any such purchaser agrees to assume Owner/Developer's obligations hereunder, and when the Village is notified of such purchaser and such agreement of assumption, the Village hereby agrees it shall consent to such assumption and it shall release Owner/Developer from its obligations hereunder with respect to that part of that Property sold or conveyed. A selling owner however, may only be released where: (a) provision has been made that all public improvements required by this Agreement, a duly executed Public Improvements Completion Agreement, or applicable Village Ordinance for the development of any parcel currently under development and being sold will be installed and guaranteed in accordance with the Subdivision Ordinance and other applicable ordinances of the Village; and (b) all monetary obligations of the Owner/Developer then due to the Village as of the time of conveyance and attributable to the Property being conveyed have been satisfied in full.

XVI. REIMBURSEMENT.

The Owner/Developer shall reimburse the Village for all attorney's fees, engineering design and review, construction engineering, planning consultants, engineering consultants, code consultants, and Village staff time and costs incurred by the Village in connection with the processing and review of all matters pertaining to the Property, this Annexation and Development Agreement, including the drafting and negotiation hereof and all matters pertaining to the Hanover Township Campus Expansion Project, and all other matters related to the development of the Property during the entire term of this Agreement or until the Property is fully developed and all Public Improvements are accepted by the Village, whichever is longer. Payment by Owner/Developer to the Village shall occur promptly after receipt by the Owner/Developer of invoices for such work. If such amounts are not paid within 30 days of invoice, Village shall have no further

obligation to proceed or act upon any element of Owner/Developer's development, nor to issue any permits, building, occupancy or otherwise.

XVII. HOLD HARMLESS.

Owner/Developer shall, in the event a claim is made against the Village, its officers, other officials, agents and employees or any of them, or if the Village, its officers, other officials, agents and employees or any of them, is made a party defendant in any proceeding arising out of or in connection with this Agreement, the annexation of the Property Sought to be Annexed, the rezoning of the Property, the grant of the Special Use Permits, the approval of the various plans referenced herein, and the Land Use Approval Ordinance for the Property, or the development of the Property, including matters pertaining to the hazardous material and other environmental matters, (except as may be required by provisions 765 ILCS 705/1 and 740 ILCS 35/1 of the Illinois Statute for the negligent acts and omissions of the Village, its officers, other officials, agents and employees or any of them) defend and hold the Village and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorney's fees in connection therewith. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense. However, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no agreement as to a conflict of interest, then Owner/Developer shall bear such expense. The Village and such officers, other officials, agents, and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, Owner/Developer shall be entitled to settle any claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, other officials, agents and employees as the case may be. In the event the Corporate Authorities unreasonably withhold such approval or consent, Owner/Developer's obligation to indemnify and defend shall terminate. Owner/Developer agrees that the Village, its officers, other officials, agents and employees shall not be liable for any liability, losses, judgments, costs, fees, including reasonable attorney's fees and expenses arising out of or in connection with the Village's failure to the Land Use Approvals, provided, however, Owner/Developer does not relinquish its right to receive approval of the Land Use Approvals, building and occupancy permits and other permits, approval and licenses and to such extent Owner/Developer retains the right to legal or equitable action against the Village for declaratory judgment, injunctive relief and mandamus to enforce all of its rights under this Agreement, provided in no event shall the Village or any officer, agency or employee be liable for monetary damages or attorney's fees in connection therewith.

XVIII. COVENANT RUNNING WITH THE LAND.

This Agreement constitutes a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto and all of their heirs, legal representatives, grantees, successors in interest, assignees, and lessees.

XIX. NO DISCONNECTION.

The Owner/Developer and any of the Owner/Developer's successors in interest, shall not file, cause to be filed, or take any action that would result in the disconnection or deannexation of the Property from the Village of Bartlett during the term of this Agreement.

XX. EXERCISE OF HOME RULE POWER.

This Agreement is adopted pursuant to the provisions of the Illinois Municipal Code; provided, however, that any limitations in the Illinois Municipal Code in conflict with the provisions of this Agreement shall not be applicable, and as to all such provisions, the Village hereby exercises its powers pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois. Simultaneously with the annexation of the Property and without further public hearings, the Village agrees, to the extent it may lawfully do so, adopt such ordinances as may be necessary to effectuate the use of its home rule powers. The Village recognizes and agrees that the entry into this Agreement, the annexation of the Property to the Village, and the approval of the Hanover Township Campus Expansion Rezoning & Development Ordinance as set forth in Section I hereof, are upon the express reliance by the Owner/Developer of all of the terms and provisions hereof and that the Village shall take no action which shall in any way be contrary to, or inconsistent with, the terms and provisions of this Agreement.

XXI. REMEDIES.

- A. It is agreed that the parties hereto shall have the following rights and remedies in the event of a breach or default hereunder.
1. Enforce or compel the performance of this Agreement, at law or in equity by suit, action, mandamus, or any other proceedings, including specific performance.
 2. Maintain an action to recover any sums which the other party has agreed to pay pursuant to this Agreement and which have become due and remain unpaid for more than 15 days following written notice of delinquency. It is expressly acknowledged and agreed that except as provided in subparagraph 1 above, neither party shall have the right to seek or recover a judgment for monetary damage against the other or their respective officers, directors, employees, agents or elected public officials.
- B. Upon a breach of this Agreement, any of the parties, by any action or proceeding at law or in equity, may exercise any remedy available at law or in equity. The remedies of the Village shall include, but not be limited to, the right to stop construction of the development and refuse issuance of further building permits, and/or the issuance of an occupancy permit in the event the Village deems the terms of this Agreement to have been violated.

- C. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, by certified mail/return receipt requested, the party alleged to have failed to perform and performance shall be demanded. The parties to this Agreement reserve the right to cure any default under this Agreement within 30 days from receipt of written notice of the default.
- D. In the event the Village chooses to sue in order to enforce the obligations hereunder, Owner/Developer shall pay all costs and expenses incurred by the Village, including, but not limited to, the Village's reasonable attorneys' fees and costs and expenses incurred by the Village, provided the Village substantially prevails. In addition, if the Owner/Developer does not pay all fees provided for herein, the Village may withhold the issuance of building permits and/or occupancy permits until payment is received, and/or the appropriate security has been deposited. Village may use all legal and/or equitable remedies available to it to collect such fees and charges as are due.
- E. In the event the Owner/Developer chooses to sue in order to enforce the obligations hereunder, the Village shall pay all costs and expenses incurred by the Owner/Developer, including, but not limited to, the Owner/Developer's reasonable attorneys' fees and costs and expenses incurred by the Owner/Developer, provided the Owner/Developer substantially prevails.

XXII. MISCELLANEOUS.

- A. Notice. Unless otherwise notified in writing, all notices, requests, and demands shall be in writing and shall be personally delivered to or mailed by the United States certified mail, postage prepaid and return receipt requested, as follows:

To the Village: Village of Bartlett
 228 South Main Street
 Bartlett, IL 60103
 Attention: Paula Schumacher, Village Administrator

cc: Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, IL 60172

To the Owner/Developer: Hanover Township
 250 S. IL Route 59
 Bartlett, IL 60103
 Attention: James C. Barr, Township Administrator

cc: Michael A. Airdo
Airdo Werwas, LLC
111 East Wacker Drive, Ste. 500
Chicago, IL 60601

- B. Severability. If any provision of this Agreement is held invalid by a court of a competent jurisdiction or in the event a court shall determine that the Village does not have the power to perform a disputed provision, the provision shall be deemed to be excised from this Agreement and invalidity shall not affect any of the other provisions contained herein, and the judgment or decree shall relieve the Village from performance under the invalid provision of this Agreement.
- C. Cooperation. If, for any reason during the terms of this Agreement, any approval or permission granted hereunder regarding plans or plats of subdivision or zoning are declared invalid, the Village agrees to take whatever action is necessary to reconfirm such plans and zoning ordinances effectuating the zoning, variances and plat approvals proposed herein.
- D. Joint Work Product. This Agreement is and shall be deemed and construed to be the joint and collective work product of the Village and Owner/Developer and, as such, this Agreement shall not be construed against any party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict in terms or provisions, if any contained herein.
- E. Recording. This Agreement may be recorded in the office of the Cook County Recorder of Deeds by either party; but the Owner/Developer shall pay the recording fee.
- D. Ordinance and Amendments. The development of the Property shall be performed in compliance with the provisions of the Zoning Ordinance, Subdivision Ordinance, the Building Code, the Bartlett Municipal Code, and other ordinances and codes of the Village applicable to real estate development and/or building, except as otherwise provided herein.
- E. No Merger. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by the annexation of the Property or any part thereof to the Village. This Agreement shall be construed under the laws of the State of Illinois.
- F. Entire Agreement. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner/Developer and the Village relative to the subject matter of this Agreement, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them, other than those that are set out in this Agreement. Except as otherwise provided here, no subsequent alteration, amendment, change or addition to this

Agreement shall be binding upon the parties unless authorized in accordance with law and reduced in writing and signed by them.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Village of Bartlett

By: *Kevin Wallace*
Kevin Wallace, Village President

Attest: *Lorna Giles*
Lorna Giles, Village Clerk



Hanover Township

By: *Brian P. McGuire*
Brian P. McGuire, Township Supervisor

Attest: *Katy Dolan Baumer*
Katy Dolan Baumer, Township Clerk



INDEX OF EXHIBITS

EXHIBIT A	LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B	PLAT OF ANNEXATION
EXHIBIT C	PHASING PLAN AND PRELIMINARY OVERALL PUD PLAN
EXHIBIT D	PLAT OF CONSOLIDATION
EXHIBIT E	PHASE 1 FINAL SITE/PUD PLAN
EXHIBIT F	BUILDING ELEVATIONS FOR EMERGENCY SERVICES STATION
EXHIBIT G	PHASE 1 LANDSCAPE PLAN
EXHIBIT H	WATERMAIN OVERSIZING EXHIBIT

LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59) SAID POINT BEING 1550.1 FEET EAST OF SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 1333.0 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1018.0 FEET TO THE WEST LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG SAID WEST LINE OF SAID PUBLIC HIGHWAY 1321.9 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT WITHIN THE FOLLOWING DESCRIPTION: PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59), SAID POINT BEING 1550.1 FEET EAST OF THE SOUTH WEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 567.8 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1032.2 FEET TO THE WEST LINE OF SAID HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG THE SAID WEST LINE OF SAID PUBLIC HIGHWAY 556.9 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS AND

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION CASE 92 L 51031 PER AMENDED AGREED FINAL JUDGEMENT ORDER ENTERED SEPTEMBER 9, 1998, A COPY OF WHICH WAS RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NO. 98821888.

EAST INCORPORATED PARCEL

PIN: 06-33-401-007 & 06-33-401-008

THAT PART LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER (PREVIOUSLY ANNEXED PORTION) OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, OF THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59) SAID POINT BEING 1550.1 FEET EAST OF SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 1333.0 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1018.0 FEET TO THE WEST LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG SAID WEST LINE OF SAID PUBLIC HIGHWAY 1321.9 FEET TO THE POINT OF BEGINNING.

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ALSO EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION CASE 92 L 51031 PER AMENDED AGREED FINAL JUDGEMENT ORDER ENTERED SEPTEMBER 9, 1998, A COPY OF WHICH WAS RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NO. 98821888.

CONTAINING 3.497 ACRES MORE OR LESS.

WEST UNINCORPORATED PARCEL

PIN: 06-33-403-031

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59) SAID POINT BEING 1550.1 FEET EAST OF SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 1333.0 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1018.0 FEET TO THE WEST LINE OF SAID PUBLIC HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG SAID WEST LINE OF SAID PUBLIC HIGHWAY 1321.9 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT WITHIN THE FOLLOWING DESCRIPTION: PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN: BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SOUTHEAST QUARTER AT ITS INTERSECTION WITH THE WEST LINE OF THE PUBLIC HIGHWAY (STATE ROUTE 59), SAID POINT BEING 1550.1 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88 DEGREES 24 MINUTES WEST 1042.4 FEET; THENCE NORTH 567.8 FEET; THENCE NORTH 88 DEGREES 57 MINUTES EAST 1032.2 FEET TO THE WEST LINE OF SAID HIGHWAY; THENCE SOUTH 1 DEGREES 04 MINUTES EAST ALONG THE SAID WEST LINE OF SAID PUBLIC HIGHWAY 556.9 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS AND

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED FOR ROAD PURPOSES IN CONDEMNATION CASE 92 L 51031 PER AMENDED AGREED FINAL JUDGEMENT ORDER ENTERED SEPTEMBER 9, 1998, A COPY OF WHICH WAS RECORDED SEPTEMBER 15, 1998 AS DOCUMENT NO. 98821888 AND

ALSO EXCEPTING THAT PART LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER (PREVIOUSLY ANNEXED PORTION) OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN.

CONTAINING 14.400 ACRES MORE OR LESS.