

Chevy Chase Golf Course at Hawley Street; Golf Cart Underpass:  
 Joint Agreement; Ordinance Requesting Conveyance of Land

Accounts Payable (1) cert.  
 Transportation (2) cert.

STATE OF ILLINOIS )  
 )  
 COUNTY OF LAKE )

COUNTY BOARD, LAKE COUNTY, ILLINOIS  
 ADJOURJNED REGULAR SEPTEMBER, A.D. 2006 SESSION

FEBRUARY 13, A.D., 2007

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Public Works and Transportation Committee and Financial and Administrative Committee present herewith a resolution for the approval of an ordinance requesting the conveyance of land from the Lake County Forest Preserve District and approving an agreement among Lake County, the Lake County Forest Preserve District, the Village of Mundelein, and Pulte Home Corporation providing for the 1) placement of a golf cart underpass beneath Hawley Street (*County Highway 70*) for use of the patrons of the Forest Preserve's Countryside Golf Course, thereby eliminating the existing at-grade crossing of Hawley St and also providing a golf cart path link from Pulte's proposed "Del Webb Active Adult Community", known as Grand Dominion, on the north side of Hawley Street to said new golf cart underpass; and 2) providing for the transfer of property from the Forest Preserve District to Lake County. The new golf cart underpass and connecting golf cart paths will be constructed at no cost to Lake County.

**WE RECOMMEND** adoption of this Ordinance.

Respectfully submitted,

<i>Deanna O'Kelly</i>	Aye	Nay
Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Mark S.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vice-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Jessie L. Grandhouse</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Michael A. Collette</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____
_____	_____	_____
Public Works and Transportation Committee		

<i>John A. ...</i>	Aye	Nay
Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>John Flanagan</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vice-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Samuel ...</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Carol ...</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Deanna O'Kelly</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____
Financial and Administrative Committee		

COUNTY OF LAKE, ILLINOIS

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE REQUESTING THE CONVEYANCE OF LAND  
FROM THE LAKE COUNTY FOREST PRESERVE DISTRICT AND  
APPROVING AN AGREEMENT**

**WHEREAS**, Hawley Street (*County Highway 70*) is a designated route on the county highway system; and

**WHEREAS**, there is a parcel of property northerly of Hawley Street being developed by Pulte Home Corporation, as a "Del Webb Active Adult Community"; and

**WHEREAS**, said development to be known as "Grand Dominion" is within the cooperate limits of the Village of Mundelein; and

**WHEREAS**, the Lake County Forest Preserve District owns property situated southerly and northerly of Hawley Street and known as the Lake County Forest Preserve Countryside Golf Course; and

**WHEREAS**, Pulte Home Corporation (*the developer of Grand Dominion*), the Village of Mundelein, and the Lake County Forest Preserve District are desirous of;

1) having placed a golf cart underpass beneath Hawley Street to serve patrons from the proposed Grand Dominion Development on the north side of Hawley Street and which would replace the existing at-grade crossing of Hawley Street used by all patrons of the Countryside Golf Course, and 2) the provision of a golf cart path from Grand Dominion to the Countryside Golf Course; and

**WHEREAS**, Hawley Street site access improvements from Grand Dominion will be constructed under a highway access permit issued by the County Engineer; and

**WHEREAS**, Lake County, the Lake County Forest Preserve District, the Village of Mundelein, and Pulte Home Corporation are desirous of entering into an agreement providing for the placement of said golf cart underpass beneath Hawley Street, and associated golf cart path, a draft copy of said agreement is attached hereto setting forth the terms and obligations to each Party; and,

**WHEREAS**, the construction of the said golf cart underpass beneath Hawley Street will be constructed under a facility permit issued by the County Engineer in accordance with the agreement and in an easement granted by Lake County to the Lake County Forest Preserve District; and

**WHEREAS**, Right-of-Way for Hawley Street will be dedicated by Pulte Home Corporation and accepted for public road purposes by the County Engineer pursuant to said highway access permit and/or said facility permit; and

**WHEREAS**, the County now desires to own the fee simple interest to land owned by the District as depicted in Exhibit A attached hereto; and

**WHEREAS**, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government, such as the District and the County, may contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01, *et seq.*, the District may transfer all of its right, title, and interest, in the parcel as depicted in Exhibit A attached hereto to the County upon such terms as may be agreed upon by the corporate authorities of the County and the District and subject to the provisions of such act; and

**NOW, THEREFORE BE IT ORDAINED** by the Lake County Board, Lake County, Illinois, THAT:

**Section 1: Recitals.** The recitals set forth above are incorporated as part of this Ordinance by this reference.

**Section 2: Authority to Execute Agreement.** The Chair of the Lake County Board, the County Clerk and the County Engineer of Lake County, Illinois, are authorized and they are hereby directed to execute an agreement among Lake County, the Lake County Forest Preserve District, the Village of Mundelein, and Pulte Home Corporation, pertaining to the above-named improvement. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the Lake County Board and the County Clerk.

**Section 3: Authority to Execute Easement.** The Chair of the Lake County Board, the County Clerk and the County Engineer of Lake County, Illinois, are authorized and they are hereby directed to execute said easement for the golf cart underpass to the Lake County Forest Preserve District pursuant to said agreement. The County Engineer shall transmit in writing the final easement document to be executed by Chair of the Lake County Board and the County Clerk.

**Section 4: Request for and Acceptance of Conveyance of Lake County Forest Preserve Parcel.** The County hereby declares that it is necessary for it to use and occupy the Lake Forest Preserve Parcel as depicted in Exhibit A attached hereto and requests that the District convey said Parcel to the County in accordance with the Agreement approved pursuant to this Ordinance. The County Board Chair, the County Engineer and the County Clerk are hereby authorized to execute whatever documents are necessary to accept such conveyance in accordance with such Agreement.

**Section 5: Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law and from and after the passage and approval by the District of a Resolution approving the conveyance and transfer of all if its right, title, and interest, in said parcel as depicted in Exhibit A attached hereto to the County upon the terms and conditions set forth in the Agreement.

Dated at Waukegan, Illinois  
this 13<sup>th</sup> day of February 2007.

**INTERGOVERNMENTAL AGREEMENT**

**by and among**

**THE LAKE COUNTY FOREST PRESERVE DISTRICT,**

**THE VILLAGE OF MUNDELEIN,**

**THE COUNTY OF LAKE,**

**and**

**PULTE HOME CORPORATION**

**DATED AS OF \_\_\_\_\_, 2007**

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**AGREEMENT**  
by and among  
**THE LAKE COUNTY FOREST PRESERVE DISTRICT,**  
**THE VILLAGE OF MUNDELEIN,**  
**THE COUNTY OF LAKE,**  
and  
**PULTE HOME CORPORATION**

**THIS AGREEMENT (“Agreement”)** is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2007 (**“Effective Date”**), and is by and among the **LAKE COUNTY FOREST PRESERVE DISTRICT**, a body politic, organized and existing under the Downstate Forest Preserve District Act, 70 ILCS 805/0.01 et seq. (**“District”**), the **VILLAGE OF MUNDELEIN**, an Illinois municipal corporation and home rule unit of local government existing under Article VII, Section 6 of the Illinois Constitution of 1970 (**“Village”**), the **COUNTY OF LAKE**, a body politic and corporate, existing under the Counties Code, 55 ILCS 5/1-1001 et seq. (**“County”**), and **PULTE HOME CORPORATION**, a Michigan corporation (**“Pulte”**) (collectively, **“Parties”**).

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Downstate Forest Preserve District Act, 70 ILCS 805/0.01 et seq., the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., Article VII, Section 6 and Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Counties Code, 55 ILCS 5/1-1001 et seq., the Illinois Intergovernmental Cooperation Act, 5 ILCS 110/1 et seq., the Illinois Highway Code, 605 ILCS 5/1-101 et seq., and all other applicable authority, the District, the Village, the County, and Pulte (the **“Parties”**) agree as follows:

**SECTION 1. RECITALS.**

**A.** Pulte owns certain property located in the Village, a portion of which is generally depicted on the concept plan (the **“Concept Plan”**) attached as **Exhibit A** and which is generally depicted on **Exhibit B** attached hereto (the **“Pulte Property”**). On, or as of, April 25, 2005, Pulte, the Village, and other parties entered into an annexation agreement related to the development of the Pulte Property, which is recorded in the office of the Lake County Recorder as Document No. 5778461 (the **“Annexation Agreement”**). The Annexation Agreement provides for the development of a “Del Webb Active Adult Community,” on the Pulte Property with not more than 850 one-family and two-family dwelling units (the **“Development”**).

**B.** The District owns certain property commonly known as the “Countryside Golf Course,” portions of which are generally depicted on **Exhibit A** and **B** (**“Countryside”**). Countryside is located east and southeast of the Pulte Property, on the north and south sides of Hawley Street (County Highway 70), as depicted on **Exhibit A**. Countryside is currently improved with golf cart paths on the north and south sides of Hawley Street (the **“Existing Paths”**), which are used by patrons of Countryside to cross Hawley Street at grade level.

**C.** The County owns the fee simple interest in and has regulatory jurisdiction over a certain existing right of way known as Hawley Street and the Village has regulatory jurisdiction over a certain existing right of way known as Chevy Chase Drive, portions of which are generally depicted on **Exhibits A** and **B**.

**D.** The Annexation Agreement requires Pulte to make commercially reasonable efforts to obtain the approvals and property rights necessary to build a below grade underpass

that would connect the north and south sides of Countryside so that patrons of Countryside would not be required to cross Hawley Street at grade (the "**Underpass**").

E. The annexation agreement also requires Pulte to use commercially reasonable efforts to obtain government approvals and property rights necessary to construct the main access to the Development off Hawley Street at the "Preferred Access Location" depicted on Exhibit C to the Annexation Agreement, which is also attached to this Agreement as **Exhibit B**. To do so, Pulte desires that an extension of Chevy Chase Drive be constructed north from Hawley Street into the Development (the "**Chevy Chase Extension**").

F. To complete the Chevy Chase Extension, portions of Countryside (the "**Dedication Parcels**") must be dedicated to the Village and the County for right of way purposes. The Dedication Parcels are depicted on the plats of dedication attached hereto as **Exhibit C-1** and **Exhibit C-2** (the "**Dedication Plats**").

G. On or about February 1, 1928, pursuant to that certain deed recorded in the office of the Lake County Recorder as Document No. 312515, the District's predecessors in title reserved a private roadway easement that is located within the Dedication Parcels, which easement is generally depicted on **Exhibit D** (the "**Driveway Easement**"). The beneficiaries of the Driveway Easement include or purportedly include the owners of certain privately owned property with a common address of 20880 West Hawley Street, Mundelein, Illinois, which property is generally depicted on **Exhibit D** (the "**Private Property**").

H. On or about April 28, 1958, pursuant to that certain agreement recorded in the office of the Lake County Recorder as Document No. 993087, Pulte's predecessor in title imposed a restrictive covenant on a portion of the Pulte Property that, among other things, limits a portion of the Pulte Property to use as single-family homes on lots that are one acre or larger (the "**Existing Covenant**"). The District is a beneficiary of the Existing Covenant.

I. The Village, the District, the County, and Pulte desire that the Underpass, and related improvements, including without limitation, new cart paths ("**New Cart Paths**"); new tees, underpass approaches, earthwork, and landscaping be constructed for the safety, benefit, and convenience of the public (the Underpass, New Cart Paths, and such related improvements, some of which are generally depicted on **Exhibit A**, shall be referred to herein collectively as the "**Underpass Improvements**").

## **SECTION 2. DEDICATION OF DEDICATION PARCELS.**

Within seven days after the Effective Date, provided that Pulte has first posted the "**Initial Security**" as required in Section 3.B.5, the District shall execute and deliver (i) the Dedication Plat attached as **Exhibit C-1**, dedicating the fee simple interest in the Dedication Parcel depicted therein to the Village to be used for public right of way purposes, including the installation of roadway improvements, underground utilities, a golf cart path, and any other underground or at-grade public improvements deemed necessary or desirable by the Village and approved by the District; and (ii) the Dedication Plat attached as **Exhibit C-2**, dedicating the fee simple interest in the Dedication Parcel depicted therein to the County to be used for public road purposes. Within 28 days after such delivery, the Village and County shall accept such dedications. Thereafter, the Village and County shall allow Pulte to construct the Chevy Chase Extension within the Dedication Parcels in accordance with the Annexation Agreement and all applicable laws and approvals including without limitation a Major Access Permit issued pursuant to the County's "Highway Access Regulation Ordinance." Provided that the Village

accepts the Chevy Chase Extension, as provided in the Annexation Agreement, the Village shall own and have regulatory jurisdiction over the Chevy Chase Extension, except for any portion thereof located within the Hawley Street right of way.

**SECTION 3. EASEMENT FOR AND CONSTRUCTION OF UNDERPASS.**

A. **Easement.** The County shall grant to the District a perpetual easement in the form attached hereto as **Exhibit E**, allowing the District to construct, operate, use, and maintain the Underpass Improvements within and under the surface of the Hawley Street right of way, within 30 days after Pulte, the District's Executive Director, and the County's County Engineer agree on the final location of the Underpass and the legal description of such easement.

B. **Construction of Underpass Improvements.**

1. **Pulte's General Obligations.** Pulte, at no cost to any other Party, shall design and construct the Underpass Improvements. The design and construction work for the Underpass Improvements shall include all work, labor, designing, engineering, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, demolition, site preparation, landscaping, utility relocation and installation, permits, and other means and items necessary or appropriate to complete the Underpass Improvements (the "**Work**"). Pulte shall perform the Work (including the Work necessary for the New Cart Paths), or cause the Work (including the Work necessary for the New Cart Paths) to be performed.

2. **Approval of Contracts, Specifications, and Plans.** The Work shall be performed only pursuant to contracts, specifications, and plans that have been approved by the District. In addition, (i) the Work for the Underpass and any Underpass Improvements located within the Hawley Street right of way shall be performed only pursuant to specifications and plans that have been approved by the County's County Engineer and a facility permit issued in conformance with the County's "Highway Utility and Facility Placement Ordinance" ("**Facility Permit**"); and (ii) the Work for the New Cart Path at the location where it intersects with the Chevy Chase Extension shall be performed only pursuant to specifications and plans that have been approved by the Village. Such contracts, specifications, and plans shall be consistent with the Concept Plan and shall otherwise comply with this Agreement.

3. **Completion Dates; Work Schedule.**

a. **Permit Approval Date.** Within three days after the date upon which Pulte has (i) completed, and obtained the required approvals by the other Parties of, all specifications and plans necessary for the Underpass Improvements; and (ii) obtained all required government approvals and permits for the Work (the "**Permit Approval Date**"), Pulte shall notify the other Parties that it has obtained such approvals and permits. Pulte shall make complete application for all required approvals and permits no later than April 30, 2007.

b. **Work Schedule.** Pulte shall perform the Work pursuant to a schedule, including a completion date for the Work ("**Completion Date**"), that it prepares and that is approved by the District Executive Director and County's County Engineer in writing ("**Work Schedule**"). The Work Schedule shall (i) be consistent with this Agreement; (ii) allow the performance of Work on Countryside only between October 1 of a year and April 30 of the following year (a "**Work Period**"); and (iii) require that all Work be conducted and completed within one continuous Work Period that is not later than the first full Work Period following the

Permit Approval Date; (iii) require the performance of all Work within the Hawley Street right of way to be conducted and substantially completed between October 1 at 6:00 a.m. and November 15 at 10:00 p.m. within a Work Period (a "**Hawley Work Period**"); and (iv) require installation and substantial completion of the Underpass within the Hawley Street right of way during a 7-day time period (selected by Pulte, provided that Pulte has given the other parties at least 21 days advance notice of the commencement of such 7-day period) within a Hawley Work Period (the "**7-Day Period**"), during which time such right of way shall be closed to both eastbound and westbound vehicular, bicycle, and pedestrian traffic between Chevy Chase Drive and Illinois Route 60/83. All Work on Countryside and within Hawley Street shall be commenced, diligently prosecuted, and concluded by the Completion Date, so that any remaining Work shall not interfere in any significant way with the use or operation of Countryside. The Work to install and substantially complete the Underpass within the 7-Day Period shall be commenced, diligently prosecuted, and concluded so that the County's County Engineer and the District Executive Director are able to inspect and approve such Work, and Hawley Street can be reopened to two-way vehicular, bicycle, and pedestrian traffic, no later than, 10:00 p.m. on the seventh day of the 7-Day Period. The 7-Day Period may be extended in writing by the County's County Engineer, in his sole and absolute discretion, after a written request for such extension is provided to all Parties.

c. **Uncontrollable Circumstances.** The Completion Date shall be extended by one day for each day upon which an event that is beyond the reasonable control of Pulte causes a delay in the Work (an "**Uncontrollable Circumstance**"); provided, however, that an event shall be an Uncontrollable Circumstance only if Pulte provides the District and the County's County Engineer with written notice within five business days after the Uncontrollable Circumstance has occurred, which notice shall identify the Uncontrollable Circumstance and the number of days of delay it will cause. An Uncontrollable Circumstance includes, but is not limited to, (i) a change in law; (ii) insurrection, riot, civil disturbance, sabotage, act of public enemy, explosion, nuclear incident, war, or naval blockade; (iii) epidemic, hurricane, tornado, landslide, earthquake, fire, windstorm, other extraordinary weather condition, or other similar act of God; (iv) governmental condemnation or taking other than by the Village, District, or County; (v) strikes or labor disputes, other than those caused by the unlawful acts of Pulte or a contractor performing any kind of the Work ("**Contractor**"); or (vi) the initiation, by an entity other than Pulte or a Contractor, of litigation seeking to enjoin or prevent the Work. Uncontrollable Circumstance shall not include economic hardship, impracticability of performance, commercial, economic, or market conditions, or a failure of performance by a contractor (except as caused by events which are Uncontrollable Circumstances as to Pulte or the Contractor).

4. **Contracts for the Work.** As provided herein, Pulte shall cause the Work to be performed by a Contractor or Contractors, at no cost to any other Party. However, the Underpass Improvements shall be owned by the District. Therefore, all Work shall be performed only pursuant to a contract or contracts by and among the District, Pulte, and each Contractor performing the Work (or portion thereof), pursuant to which the Contractor shall perform the Work (or portion thereof) and shall have all responsibilities associated therewith and Pulte shall pay the Contractor for such Work (or portion thereof) (a "**Work Contract**"). Without limiting the foregoing, the Work may include design, engineering, architectural, or other professional services, including the services of a resident engineer or other consultant who shall observe the performance of the Work on behalf of the District. A Work Contract for the Work or any portion thereof shall be in a form approved by the District, Pulte, and the Contractor. Pulte's obligation pursuant to the Work Contract shall be limited to paying the Contractor for the Work, as and when directed by the District, and Pulte acknowledges that the consideration received

and to be received by it pursuant to this Agreement and the Annexation Agreement constitutes good and adequate consideration to Pulte for its obligations under the Work Contract. Each Work Contract shall also require the Contractor to (i) post a letter of credit securing its obligation to perform the Work, in an amount equal to 130% of the contract prices for the Work Contracts (the "**Letter of Credit**"); and (ii) if required, and as provided, by Requirements of Law, including the Public Construction Bond Act, 30 ILCS 550/0.01, *et seq.* (the "**Bond Act**"), post labor and material payment bonds. Each such Work Contract shall provide that the Contractor waives any claim that it cannot be compelled to post a letter of credit under the Bond Act. Each Work Contract shall be reviewed and considered in accordance with applicable provisions of the District's Purchasing Policies and Requirements.

5. **Initial Security.** Within five days after the Effective Date, Pulte shall post with the District (and maintain in force until the Initial Release Conditions (as defined herein) are satisfied) a letter of credit in the form attached as **Exhibit F** and in the amount of \$1,900,000.00 to secure Pulte's obligations to enter into all Work Contracts necessary to complete all the Work (the "**Initial Security**"). The District may draw any or all of the Initial Security and use such funds for improvements to Countryside if (i) as of the earlier of (a) the second anniversary of the Effective Date (or any later date that is agreed to by both Pulte and the District); or (b) 30 days after the Permit Approval Date, either of the following conditions have not been satisfied: (1) Pulte, all Contractors to perform the Work, and the District have entered into all Work Contracts necessary to complete the Work; and (2) the Contractors that will perform the Work have posted the Letter of Credit in the required amount and (if required) any labor and material payment bonds required by Requirements of Law, including the Bond Act (the "**Initial Release Conditions**") or (ii) Pulte has failed to maintain the Initial Security as required herein. If the District makes such a draw, Pulte shall have no further obligations under Section 3.B of this Agreement.

6. **Liquidated Damages.** Pulte shall pay to the County assessed, liquidated, and ascertained damages of \$14,300 per calendar day for each day after the 7-Day Period during which, as a result of any act or omission by Pulte or the Contractor, Hawley Street has not been reopened to two-way vehicular, bicycle, and pedestrian traffic (which damages the Parties agree shall be assessed not as a penalty but as the agreed actual damages to be sustained by the County from such acts or omissions, and which may be drawn by the County from the Letter of Credit.

7. **Defense Obligations.** The District, the Village, or the County may draw any or all of the Initial Security or Letter of Credit if Pulte fails to satisfy its obligations pursuant to Section 6 of this Agreement. Upon satisfaction of the Initial Release Conditions within the time period provided for in this Section 3.B.5., the District shall release the Initial Security to Pulte.

#### **SECTION 4. DISTRICT CONTROL OF CART PATHS; USE BY PRIVATE GOLF CARTS.**

The Parties acknowledge that the New Cart Paths (including any portion of the New Cart Paths over a Dedication Parcel) shall be open to the general public using Countryside and that the District has the authority, as it does throughout Countryside and the other golf courses that it owns, to limit, restrict, and regulate access or travel on the New Cart Paths. After the Work is complete, and in consideration thereof, the District shall amend its Annual Fee Ordinance to allow owners of dwellings within the Development to use privately owned golf carts on Countryside for a fee to be determined and subject to such regulations as the District deems appropriate. The District shall not close any portion of a New Cart Path if such closure would

permanently prevent golf cart access from the Pulte Parcel to the Countryside clubhouse via the Underpass.

**SECTION 5. RELEASE OF EXISTING COVENANT.**

Within seven days after the Effective Date, provided that Pulte has first posted the Initial Security as required in Section 3.B.5, the District shall release, terminate, and abrogate any and all rights and claims it has or may have in the future under the Existing Covenant pursuant to the release attached hereto as **Exhibit G**.

**SECTION 6. LIABILITY AND INDEMNITY OF DISTRICT, COUNTY, AND VILLAGE.**

**A. Indemnity.** Pulte agrees to, and does hereby, hold harmless and indemnify the District, the Village, and the County and their elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from any and all claims that may be asserted at any time against any of such entities in connection with this Agreement, including without limitation any claim by any owner of the Private Property that the dedication, acceptance, or any improvement of a Dedication Parcel, is illegal or improper, causes damage to such Owner or the Private Property, or interferes with the Driveway Easement. Pulte's indemnification obligations shall survive its assignment of this Agreement or any portion thereof. In connection therewith, Pulte shall have the right to settle any such claims made against any of the entities, provided that, as a result of such settlement, such claims are dismissed with prejudice against any such entities at no cost to such entities (unless such costs are paid in advance by Pulte).

**B. Defense Expense.** Pulte shall pay all expenses, including legal fees and administrative expenses, incurred by the District, the Village, or the County in defending themselves with regard to any and all of the claims referenced in Section 6.A of this Agreement. Subject to the Illinois Rules of Professional Conduct governing the ethical obligations of attorneys, Pulte shall have the right to select the attorneys providing such defense and to direct such attorneys in the prosecution of the defense.

**SECTION 7. ASSIGNMENT.**

Pulte may assign its rights and obligations hereunder, and such rights and obligations shall inure to and bind the assignee thereof, but only if the District, Village, and County provide their prior written express consent of the proposed assignee, which consent may not be withheld unreasonably. The Parties agree that it shall be unreasonable for the District, Village, or County to withhold its consent if (i) the proposed assignee is a "Qualified Developer" as defined in the Annexation Agreement; and (ii) the Initial Security and Letter of Credit (if required to be maintained at the time of the proposed assignment) has been posted by either Pulte or the proposed assignee and remains in effect. If Pulte desires that the other Parties approve a proposed assignee, it shall make such a request to the other Parties in writing, which request shall identify the proposed assignee and the reasons that the proposed assignee is a Qualified Developer (a "**Qualified Developer Request**"). The other Parties shall be deemed to have provided their prior written express consent to the proposed assignee unless they provide to Pulte, within 30 days after they receive a Qualified Developer Request, a written response to the Qualified Developer Request rejecting the proposed assignee and stating the reasons why the proposed assignee is not a Qualified Developer in sufficient detail for Pulte to provide a fair and complete reply to such response, if Pulte desires to do so.

**SECTION 8. ENFORCEMENT.**

The Parties may, in law or in equity, by suit, action, or any other proceeding, enforce or compel the performance of this Agreement and seek any appropriate remedy, including without limitation specific performance or mandamus; provided, however, that Pulte hereby waives the right to seek or to recover a judgment for monetary damages against the other Parties or any of their elected or appointed officials, officers, employees, agents, representatives, engineers or attorneys, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement. In the event of a judicial proceeding brought by one Party to this Agreement against the other Party to this Agreement, the prevailing Party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial proceeding.

**SECTION 9. GENERAL PROVISIONS.**

**A. Compliance with Laws.** In the performance of this Agreement, each Party shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations ("***Requirements of Law***").

**B. Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered: (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by facsimile. Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 9, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such Party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications shall be addressed to, and delivered at, the following addresses:

If to District:

Lake County Forest Preserve District  
2000 N. Milwaukee Avenue  
Libertyville, IL 60048-1199  
Attention: Executive Director  
Fax: (847) 549-8054

With a copy to:

Matthew E. Norton, Esq.  
Holland & Knight LLP  
131 S. Dearborn Street  
30th Floor  
Chicago, IL 60603  
Fax: (312) 578-6666

If to Pulte:

Pulte Home Corporation  
1901 North Roselle Road, Suite 100  
Schaumburg, Illinois 60195  
Attn: Karen Brunhofer  
FAX: (847) 230-5434

With a copy to:

Drinker Biddle & Reath LLP  
191 North Wacker Drive, Suite 3700  
Chicago, Illinois 60606  
FAX: (312) 569-3222  
Attn: Charles L. Byrum, Esq.

If to Village:

Village Administrator  
Village of Mundelein  
440 E. Hawley Street  
Mundelein, Illinois 60060  
FAX: (847) 837-2050

With a copy to:

Charles F. Marino, Esq.  
100 W. Monroe Street, Suite 902  
Chicago, Illinois 60603  
FAX: (312) 236-1065

If to County:

County Engineer  
Lake County Division of Transportation  
600 West Winchester Road  
Libertyville, Illinois 60048  
FAX: (847) 362-5290

C. **Time of the Essence; Term.** Time is of the essence in the performance of this Agreement. This Agreement shall have a term of 20 years after the Effective Date.

D. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement; provided, however, that, as between the Village and Pulte, nothing herein shall be deemed to supercede the rights of the Village and Pulte pursuant to the Annexation Agreement.

E. **Non-Waiver.** The failure of any Party to exercise at any time any right granted to it shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect its right to enforce that right or any other right.

F. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. **Exhibits.** Exhibits A through G attached to this Agreement are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

H. **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless and until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

I. **Authority to Execute.** Each person executing this Agreement warrants and represents to the Parties (i) that he or she has the full and complete right, power, and authority to execute this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement on behalf of the Party on whose behalf he or she is executing; and (ii) that all legal actions necessary to authorize him or her to execute and deliver this Agreement have been taken.

J. **Severability.** It is hereby expressed to be the intent of the Parties to this Agreement that if any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person, entity, or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

K. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation, or entity shall be made, or be valid, against the Parties.

ATTEST:

**LAKE COUNTY FOREST PRESERVE  
DISTRICT**

By: \_\_\_\_\_  
Secretary

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

ATTEST:

**THE VILLAGE OF MUNDELEIN**

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

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

**RECOMMENDED FOR EXECUTION**

By: \_\_\_\_\_  
Lake County  
County Engineer/  
Director of Transportation

ATTEST:

**COUNTY OF LAKE**

By: \_\_\_\_\_  
Clerk  
Lake County

By: \_\_\_\_\_  
Chair  
Lake County Board

Date: \_\_\_\_\_

ATTEST:

**PULTE HOME CORPORATION**

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

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

**INDEX OF EXHIBITS**

- Exhibit A      Concept Plan
- Exhibit B      Depiction of Preferred Access Location
- Exhibit C-1    Dedication Plat (to Village)
- Exhibit C-2    Dedication Plat (to County)
- Exhibit D      Depiction of Driveway Easement and Private Property
- Exhibit E      Form of Easement from County to District
- Exhibit F      Form of Initial Security
- Exhibit G      Release of Existing Covenant

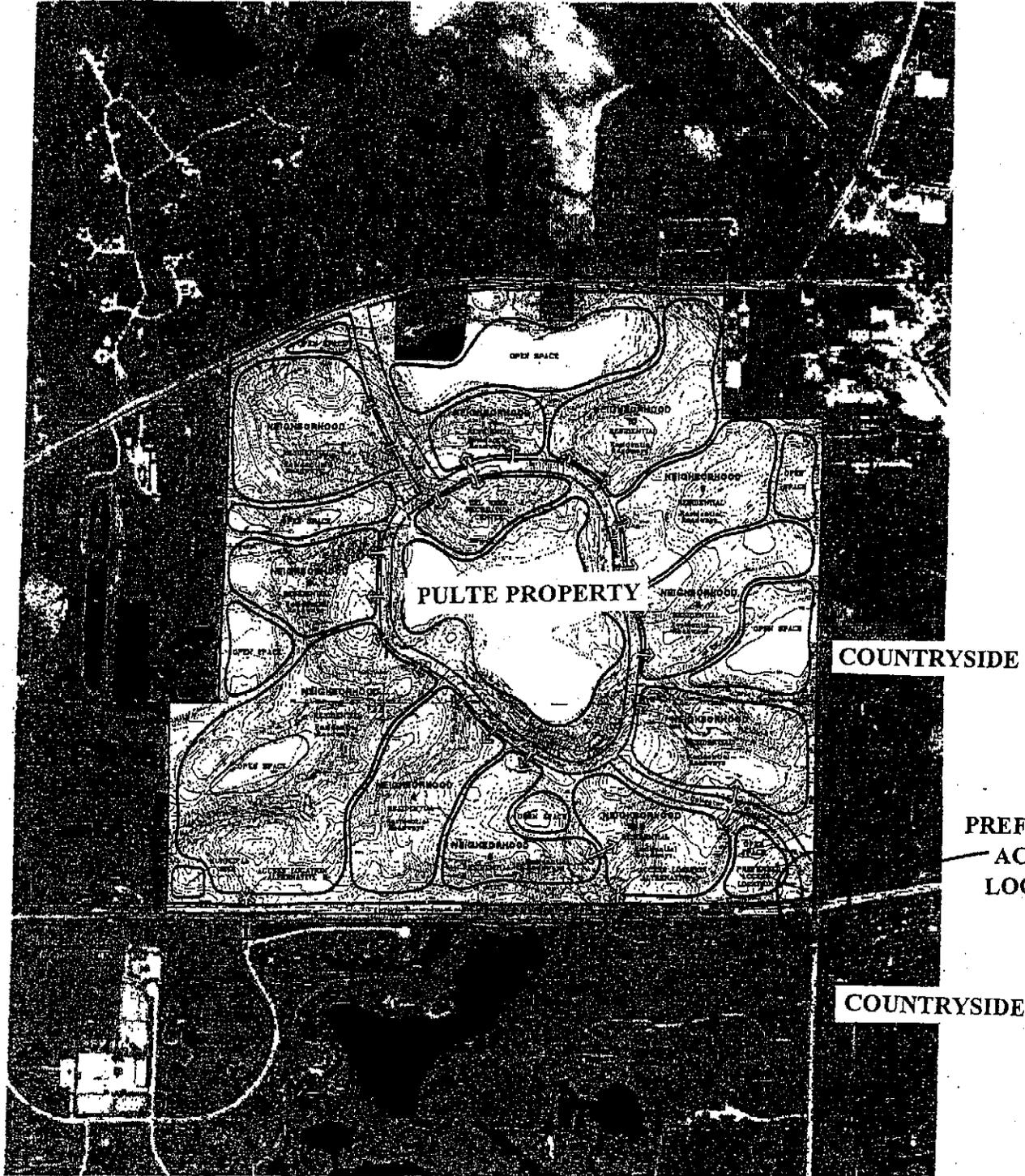
EXHIBIT A

Concept Plan



**EXHIBIT B**

**Depiction of Preferred Access Location**



Total Site Area = 320 Ac.  
 Total Number Of Proposed Units = 850



Pulte Home Corporation  
 2220 Forest Blvd.  
 Skokie, Illinois 60077  
 (847) 841-2300

Concept Land Use Plan  
 Del Webb Active Adult Community  
 Mundelein, Illinois

**JEN LAND DESIGN, INC.**  
 PLANNING • LANDSCAPE ARCHITECTURE  
 8477 N. Des Plaines, Suite 104, Chicago, IL 60634  
 P. 773.834.1111

EXHIBIT B

EXHIBIT C-1

Dedication Plat (to Village)

**OWNER'S CERTIFICATE**

STATE OF ILLINOIS 155  
 COUNTY OF LAKE 1

ALL THE LAKE COUNTY FOREST PRESERVE DISTRICT, A BODY POLITICAL, AS OWNER,  
 DO HEREBY MAKE THE DEDICATION SET FORTH IN THIS PLAT AND CONSENT TO THE  
 RECORDING OF THIS PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2008

THE LAKE COUNTY FOREST PRESERVE DISTRICT

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
 SIGNATURE SIGNATURE  
 2000 N. MILLIKEN AVENUE, LIBERTYVILLE, IL 60088  
 OWNER'S ADDRESS

**NOTARY CERTIFICATE**

STATE OF ILLINOIS 155  
 COUNTY OF LAKE 1

I, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE AFORESAID,  
 DO HEREBY CERTIFY THAT \_\_\_\_\_ PERSONALLY KNOWN  
 TO ME TO BE THE \_\_\_\_\_ PRESIDENT OF THE LAKE COUNTY FOREST  
 PRESERVE DISTRICT AND \_\_\_\_\_ PERSONALLY KNOWN  
 TO ME TO BE THE \_\_\_\_\_ CLERK THEREOF AND PERSONALLY KNOWN TO ME  
 TO BE THE SAID PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT,  
 APPROVED BEFORE ME THIS DAY IN PERSON AND GENERALLY ACKNOWLEDGED THAT AS SUCH  
 \_\_\_\_\_ PRESIDENT AND AS SUCH \_\_\_\_\_ CLERK  
 THEY SIGNED AND DELIVERED THIS INSTRUMENT AS \_\_\_\_\_ PRESIDENT  
 AND \_\_\_\_\_ CLERK AS THEIR FREE AND  
 VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF THE LAKE COUNTY FOREST  
 PRESERVE DISTRICT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2008.

NOTARY PUBLIC

COMMISSION EXPIRES \_\_\_\_\_

**VILLAGE BOARD OF TRUSTEES CERTIFICATE**

STATE OF ILLINOIS 155  
 COUNTY OF LAKE 1

APPROVED AND ACCEPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE  
 OF MUMFORD, LAKE COUNTY, ILLINOIS

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2008.

BY: \_\_\_\_\_  
 CLERK  
 ADDRESS: \_\_\_\_\_  
 VILLAGE CLERK

STATE OF ILLINOIS 155  
 COUNTY OF LAKE 1

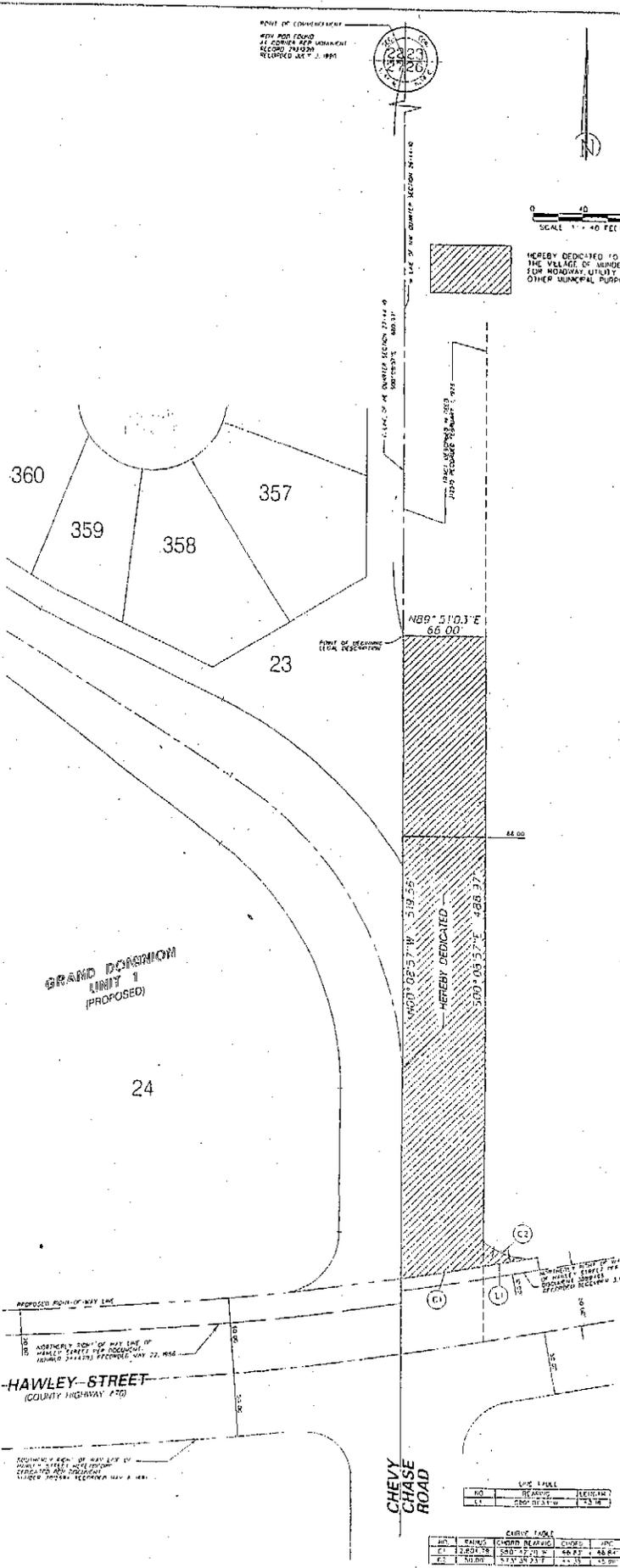
THIS IS TO CERTIFY THAT WE, THOMSON SURVEYING, LIMITED, IN OURS PROFESSIONAL  
 DESIGN FIRM NUMBER 034-022768, HAVE SURVEYED AND PLATTED FOR THE  
 PURPOSES HEREIN SET FORTH THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 44 NORTH, RANGE  
 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:  
 BEGINNING AT AN IRON ROD MONUMENTING THE NORTHWEST CORNER OF SAID SEC-  
 TION 26 PER COMMONLY RECORDED DEEDS; THENCE SOUTH 00 DEGREES 00 MINUTES  
 57 SECONDS EAST AS MEASURED ALONG THE WEST LINE OF SAID NORTHEAST QUARTER  
 ROAD 37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 51 MINUTES 03  
 SECONDS EAST 100 FEET; SAID POINT BEING 66.00 FEET EAST OF SAID WEST LINE;  
 THENCE SOUTH 00 DEGREES 00 MINUTES 57 SECONDS EAST ALONG SAID PARALLEL LINE  
 489.77 TO A POINT OF CURVE; SAID CURVE BEING CONVEX NORTHEAST; HAVING A RADIUS  
 OF 50.00 FEET AND A CHORD THAT BEARS SOUTH 73 DEGREES 30 MINUTES 23 SECONDS  
 EAST 48.35 FEET; THENCE SOUTHWEST, ALONG THE ARC OF SAID CURVE 45.36 FEET TO  
 A POINT 10.00 FEET NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF HAWLEY STREET  
 PER COMMONLY RECORDED DEEDS; THENCE SOUTH 80 DEGREES 00 MINUTES 00 SECONDS  
 WEST ALONG SAID PARALLEL LINE 43.10 FEET TO A POINT OF  
 CURVE; SAID CURVE BEING CONVEX NORTHEAST; HAVING A RADIUS OF 200.73 FEET  
 AND A CHORD THAT BEARS SOUTH 80 DEGREES 00 MINUTES 00 SECONDS WEST 64.00  
 FEET; THENCE SOUTHWEST, ALONG THE ARC OF SAID CURVE 66.64 FEET TO THE  
 POINT OF BEGINNING; PART OF SAID SECTION 26; THENCE NORTH 00 DE-  
 GREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE 519.56 FEET TO THE  
 POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS,  
 CONTAINING 32.21 ACRES, MORE OR LESS.

GIVEN UNDER MY HAND AND SEAL AS NOTARIAL PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2008

THOMSON SURVEYING, LIMITED  
 414 PULTE HOME CORPORATION, 1901 NORTH ROSELLE ROAD, SUITE 1000, SCHAMBURG, ILLINOIS 60195  
 DESIGN FIRM LICENSE NUMBER 034-022768

THOMSON SURVEYING, LIMITED  
 414 PULTE HOME CORPORATION, 1901 NORTH ROSELLE ROAD, SUITE 1000, SCHAMBURG, ILLINOIS 60195  
 DESIGN FIRM LICENSE NUMBER 034-022768



POINT OF COMMENCEMENT  
 WITH IRON ROD  
 AT CORNER PER MONUMENT  
 RECORD NUMBER  
 RECORDED JULY 1, 1991



0 40 80  
 SCALE 1" = 40 FEET

HEREBY DEDICATED TO  
 THE VILLAGE OF MUMFORD  
 FOR HIGHWAY USE AND  
 OTHER MUNICIPAL PURPOSES

GRAND DOMINION  
 UNIT 1  
 (PROPOSED)

HAWLEY STREET  
 (COUNTY HIGHWAY #70)

NO.	FRANCE CHERRY BLUES	CHERRY BLOSSOM	CHERRY BLOSSOM	CHERRY BLOSSOM
1	1.2001	1.2001	1.2001	1.2001
2	1.2001	1.2001	1.2001	1.2001

NO.	FRANCE CHERRY BLUES	CHERRY BLOSSOM	CHERRY BLOSSOM	CHERRY BLOSSOM
1	1.2001	1.2001	1.2001	1.2001
2	1.2001	1.2001	1.2001	1.2001

**PLAT OF DEDICATION**  
 FOREST PRESERVE DISTRICT OF LAKE COUNTY  
 MUMFORD, ILLINOIS  
 3870CC, PDD, PLN

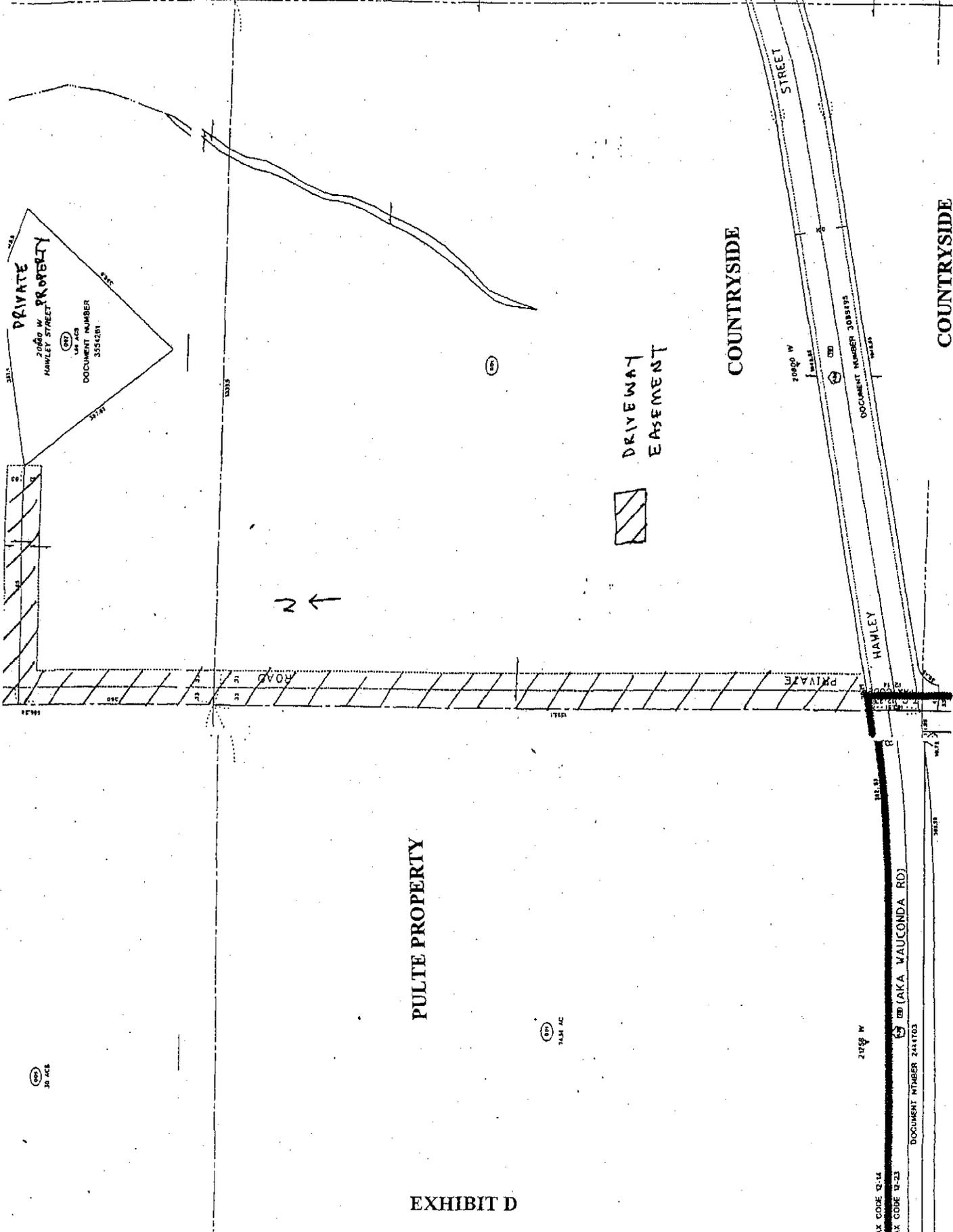
EXHIBIT C-2

Dedication Plat (to County)



**EXHIBIT D**

**Depiction of Driveway Easement and Private Property**



PRIVATE  
 20800 W HAMLEY STREET  
 DOCUMENT NUMBER 3554281  
 1/4 AC

DRIVEWAY  
 EASEMENT

COUNTRYSIDE

COUNTRYSIDE

PULTE PROPERTY

EXHIBIT D

2148 W  
 DOCUMENT NUMBER 2411703  
 (AKA VAUCONDA RD)  
 AX CODE 12-23  
 AX CODE 12-14

EXHIBIT E

Form of Easement from County to District



## EASEMENT

Section: 201- Hawley Street  
Station: 80+00 (approximate)  
Owner: The County of Lake  
Address: Lake County Division of Transportation  
600 W. Winchester Road  
Libertyville, IL 60048

The undersigned, The County of Lake, a body politic and corporate, (hereinafter GRANTOR) for Ten Dollars (\$10.00) and other valuable consideration received does hereby GRANT and CONVEY to the Lake County Forest Preserve District, a body politic and corporate (hereinafter GRANTEE), its successors and assigns, a permanent and perpetual EASEMENT described as follows:

SEE ATTACHED LEGAL DESCRIPTION MADE A PART HEREOF:

Township of Fremont, Lake County, Illinois.

For the purposes of:

Constructing, operating, maintaining, and replacing, a below grade underpass, to be owned by GRANTEE, under Hawley Street (County Highway 70), as provided in that certain Intergovernmental Agreement by and among GRANTEE, the Village of Mundelein, GRANTOR, and Pulte Home Corporation dated \_\_\_\_\_, 2007 (the "IGA"), for the use of GRANTEE and its invitees and members of the public.

With the following further rights; to remove and replace obstructions, trees, bushes and other vegetation from the easement; and the right of ingress and egress to, from and along lands adjoining said easement during construction.

GRANTEE agrees that all construction work will be completed as specified in approved plans, as provided in the IGA.

GRANTEE agrees that all work will be done in a good and workmanlike manner, at no cost to Grantor .

GRANTEE agrees to leave the premises in a neat and presentable condition.

EXHIBIT E

Recommended for Execution

By: \_\_\_\_\_  
Lake County  
County Engineer/  
Director of Transportation

Signed and sealed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Attest: County of Lake County, IL

By: \_\_\_\_\_  
Clerk  
Lake County

By: \_\_\_\_\_  
Chair  
Lake County Board

STATE OF Illinois )

COUNTY OF \_\_\_\_\_ )

The forgoing instrument was acknowledged before me on \_\_\_\_\_, 200\_, by  
\_\_\_\_\_, the \_\_\_\_\_ of the COUNTY OF LAKE, and  
by \_\_\_\_\_, the \_\_\_\_\_, of said County.

(Seal)

\_\_\_\_\_  
Signature of Notary

My Commission Expires \_\_\_\_\_, 20\_\_\_\_\_.

**EXHIBIT F**

**Form of Initial Security**

**FORM LETTER OF CREDIT**

**BANK**

**IRREVOCABLE LETTER OF CREDIT**

LETTER OF CREDIT NO.:SAMPLE

DATE OF ISSUE:

\_\_\_\_\_, 2007

DATE OF EXPIRY:

\_\_\_\_\_, 20\_\_

AT 3:00 P.M. CST

APPLICANT:

Pulte Home Corporation  
Chatham Center – Suite 1000  
1901 North Roselle Road  
Schaumburg, IL 60195

ADVISING BANK:

N/A

BENEFICIARY:

Lake County Forest Preserve District  
2000 North Milwaukee Avenue  
Libertyville, IL 60048-1199

AMOUNT: U.S. \$ \_\_\_\_\_

\_\_\_\_\_ Thousand  
and 00/100ths U.S. Dollars

GENTLEMEN,

WE HEREBY ISSUE IN YOUR FAVOR AT THE REQUEST AND FOR THE ACCOUNT OF \_\_\_\_\_ OUR IRREVOCABLE LETTER OF CREDIT ("LETTER OF CREDIT") FOR AN AGGREGATE AMOUNT NOT TO EXCEED U.S. \$ \_\_\_\_\_ .00.

THIS LETTER OF CREDIT IS AVAILABLE AGAINST PRESENTATION OF YOUR DRAFTS ON \_\_\_\_\_ BANK, N.A., ON SIGHT, DULY SIGNED, ENDORSED AND MARKED: "DRAWN UNDER \_\_\_\_\_ BANK, N.A. STANDBY LETTER OF CREDIT NO. \_\_\_\_\_ . DRAFTS MUST BE ACCOMPANIED BY THE ORIGINAL OF THE FOLLOWING:

1. A statement manually signed by an Officer of Beneficiary reading as follows: "The undersigned hereby certifies that Beneficiary is entitled to draw upon this Irrevocable Stand-By Letter of Credit No. \_\_\_\_\_ pursuant to the terms of that certain Intergovernmental Agreement dated \_\_\_\_\_, 2007 between Applicant, Beneficiary and others (the "Intergovernmental Agreement") because (i) the "Initial Release Conditions" set forth in Section 3.B.5. of the Agreement have not occurred by a date which is the earlier of (a) the second anniversary of the Effective Date of the Intergovernmental Agreement, being \_\_\_\_\_, 2009 or (b) thirty (30) days after the "Permit Approval Date" as defined in Section 3.B.3. of the Intergovernmental

Agreement or (ii) Pulte has failed to pay when due any Defense Expense which it is required to pay under Section 6.B. of the Intergovernmental Agreement specifying in such instance the amount Pulte has failed to pay" or (iii) Pulte has failed to renew this Letter of Credit or to deliver a substitute Letter of Credit satisfactory to Beneficiary by a date which is thirty (30) days prior to the expiry date of this Letter of Credit; and

2. THE ORIGINAL OF THIS LETTER OF CREDIT AND SUBSEQUENT AMENDMENTS, IF ANY.

If the Statement delivered is of the type specified in 1(i) above, the draft may be up to the full amount of the amount of this Letter of Credit. If the Statement is of the type specified in 1(ii) above, the draft shall be limited to the amount of the Defense Expense Pulte has failed to pay, as set forth in the Statement.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one (1) year from the present or any future expiry date hereof, unless at least sixty (60) days prior to any such date, we notify you in writing by registered mail, certified mail, or overnight courier service, at the above address, that we elect not to consider this Letter of Credit extended for any such additional period.

DRAFTS DRAWN HEREUNDER MUST INDICATE THIS LETTER OF CREDIT NUMBER.

WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED ON PRESENTATION IF PRESENTED AT OUR OFFICE AT \_\_\_\_\_, IL \_\_\_\_\_ ON OR BEFORE THE EXPIRY DATE OR ANY AUTO EXTENSION EXPIRY DATE OF THIS LETTER OF CREDIT.

PLEASE ADDRESS ALL CORRESPONDENCES REGARDING THIS LETTER OF CREDIT TO THE ATTENTION OF \_\_\_\_\_, IL \_\_\_\_\_, INCLUDING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS AND BONA FIDE HOLDERS OF THE DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT THAT THE SAME SHALL BE HONORED UPON PRESENTATION AND DELIVERY OF DOCUMENTS SPECIFIED ABOVE TO THE DRAWEE AT \_\_\_\_\_, IL \_\_\_\_\_, IF DRAWN AND NEGOTIATED ON OR BEFORE THE EXPIRY DATE STATED ABOVE.

THIS IRREVOCABLE LETTER OF CREDIT SHALL BECOME NULL AND VOID AS TO ANY DRAFTS PRESENTED AFTER THE DATE THAT THE "INITIAL RELEASE CONDITIONS" SET FORTH IN SECTION 3.B.5. OF THE INTERGOVERNMENTAL AGREEMENT HAVE OCCURRED.

EXCEPT SO FAR AS EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE (PUBLICATION NO. 500).

VERY TRULY YOURS,

\_\_\_\_\_  
PREPARER/AUTHORIZED SIGNER

\_\_\_\_\_  
AUTHORIZED SIGNER

# 4341652\_v2

EXHIBIT G

Release of Existing Covenant

**DECLARATION OF RELEASE  
AND EXTINGUISHMENT OF  
RIGHTS IN RESTRICTIVE  
COVENANT**

This Declaration is made  
this \_\_\_\_ day of January, 2007 by  
LAKE COUNTY FOREST  
PRESERVE DISTRICT, a body  
corporate and politic  
("Declarant")

---

(Recorder's Use Only)

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain property in Lake County, Illinois which is legally described on Exhibit A attached hereto and made a part hereof ("**Declarant's Property**") conveyed to it by a Trustee's Deed dated April 18, 1977 issued by LaSalle National Bank, as Trustee under Trust Agreement dated October 6, 1975 and known as Trust Number 49572 recorded April 27, 1977 in the Lake County Recorder's Office as Document Number 1833017; and

**WHEREAS**, on April 28, 1958, Margaret M. Dutzler and Mary M. Obenauf, as Trustees under Trust Agreement dated September 14, 1953 and known as Trust Number One and Norman J. Staller, Contract Purchaser, all as "First Party" and Alice C. Hanson as "Second Party" entered into a certain Agreement which was recorded on June 13, 1958 as Document Number 993087 in Lake County, Illinois (the "**Restrictive Covenant**"). The Restrictive

Covenant imposed certain restrictions against real estate owned by First Party, which is legally described in the Restrictive Covenant and is legally described on Exhibit B attached hereto and made a part hereof ("**Encumbered Property**") providing as follows:

"... no part of First Party's property as above-described, lying within 200 feet of the common boundary line above-described shall have structures erected thereon for any use or purpose other than single family residence, each on a building plot having an average width of at least 130 feet and an area of at least 1 acre, nor shall said property be put to any use or be used in any way that would be detrimental to the health and sanitation of said second party's property;" and

**WHEREAS**, by its terms, the Restrictive Covenant was to benefit certain property owned by the Second Party, which was not legally described in the Restrictive Covenant, but was described in the Restrictive Covenant as having the following common boundary line with the Encumbered Property:

"the west line of the South Half of the South West Quarter of Section 23 and so much of the North line of the South Half of the South West Quarter of Section 23 as lies west of the public highway known as Diamond Lake Road;" and

**WHEREAS**, the Restrictive Covenant states that the covenants and agreements set forth therein shall be a covenant running with the land "for the benefit of second party, her heirs, designees, successors and assigns, owners or possessors for the time being of any part of second party's property abutting on said common boundary line;" and

**WHEREAS**, the common boundary line between the Encumbered Property and the property stated in the Restrictive Covenant as being owned by the Second Party is the same as the common boundary line that presently exists between the Encumbered Property and Declarant's Property and as a result thereof, Declarant's Property benefits by the Restrictive Covenant and Declarant has the right to enforce the Restrictive Covenant; and

**WHEREAS**, Declarant intends to execute this Declaration to release and extinguish on its own behalf and on behalf of its heirs, designees, successors, assigns, and subsequent owners of Declarant's Property all right, title and interest Declarant may have or that Declarant's Property may have in and to the Restrictive Covenant, including the right to enforce the Restrictive Covenant; and

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby declares as follows:

1. Declarant for itself and for and on behalf of its heirs, designees, successors and assigns and any subsequent owner or possessors of Declarant's Property does hereby forever release and extinguish all right, title and interest that Declarant may have or that Declarant's Property may have in and to the Restrictive Covenant, including the right to enforce the Restrictive Covenant.

2. The release and extinguishment made herein shall bind Declarant and its heirs, designees, successors and assigns and the owners or possessors now and in the future of Declarant's Property and shall run with and bind Declarant's Property.

IN WITNESS WHEREOF, Declarant has executed this instrument the date and year first above written.

**LAKE COUNTY FOREST PRESERVE DISTRICT**

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

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

ATTEST:

\_\_\_\_\_

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

This Instrument was Prepared by and  
Return to After Recording:

Charles L. Byrum  
Drinker Biddle & Reath LLP  
191 North Wacker Drive  
Suite 3700  
Chicago, IL 60606-1698

**EXHIBIT A**

**EXHIBIT B**

# 4341654\_v2