

EXCERPT FROM  
AMENDED SIA  
SEE ATTACHED INFO:

AMENDED  
SUBDIVISION IMPROVEMENT AGREEMENT  
WHITEHALL PARK  
(NOW KNOWN AS COVINGTON COURT)

THIS AGREEMENT, made and entered into as of the 15th day of June, 1993, by and among the VILLAGE OF OAK BROOK, an Illinois municipal corporation, having its office at 1200 Oak Brook Road, Oak Brook, Illinois, (hereinafter called "Village"); COVINGTON COURT LTD., an Illinois corporation (hereinafter called "Developer"); and MIDWEST BANK AND TRUST COMPANY, not individually but as Trustee under the provisions of a Trust Agreement dated February 22, 1993, and known as Trust No. 93-6451 (hereinafter referred to as "Owner").

WHEREAS, an Agreement (hereinafter called the "Original Subdivision Improvement Agreement") was made and entered as of the 1st day of February, 1984 by and among the Village; WHITEHALL PARK DEVELOPMENT CORPORATION, an Illinois corporation (hereinafter called the "Original Developer"); and LASALLE NATIONAL BANK, not individually but as Trustee under the provisions of the Trust Agreement dated March 1, 1983, and known as Trust No. 104575 (hereinafter called the "Original Owner").

WHEREAS, the Original Subdivision Improvement Agreement was executed and thereafter recorded in the office of the Recorder of Deeds of DuPage County, Illinois on May 30, 1984 as Document No. R84-40191 in contemplation of the development of the property legally described in "Exhibit A" attached hereto (hereinafter called the "Property") by the Original Developer, including the following:

- A) Subdivision of the Property into twenty-two (22) single-family residential lots (hereinafter called the "Phase I Lots"), and a separate parcel (hereinafter called "Lot 23") upon which was located a structure known as the St. Joseph's Seminary (hereinafter called the "Seminary Building");
- B) Conversion of the Seminary Building into residential townhome condominium units;

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L.D. SPZ

DU PAGE COUNTY RECORDER

93-130376

93 JUN 22 PM 2:30

CONFIRMED

R93 130376

AGREEMENT

2/18/93

THIS AGREEMENT is made and entered into as of this 7<sup>th</sup> day of February, 1993, by and between WILLIAM BAILES ("Bailes") and COVINGTON COURT, LTD., an Illinois corporation ("Covington").

WITNESSETH:

WHEREAS, Bailes is the beneficial owner of Lot 1 in Whitehall Park Subdivision and holds the power of direction with respect to Lot 1, subject only to the interest of the holder of the mortgage on Lot 1;

WHEREAS, Covington has entered into a contract for the purchase of all the remaining portions of Whitehall Park Subdivision, which property is legally described on Exhibit A attached hereto, and has filed requests for the revocation of the special use and preservation plan and for the approval of a preliminary plat of resubdivision ("Preliminary Plat") with the Village of Oak Brook ("Village");

WHEREAS, Covington's development plans involve, among other things, the demolition of the seminary building currently located on Lot 23 and the subdivision of Lot 23 and also Lots 20, 21 and 22 so as to increase the total number of lots in the subdivision from twenty-three (23) to thirty-nine (39) residential lots plus one out-lot for the private road;

WHEREAS, the Village will require that the demolition of the seminary building and the completion of all other required subdivision improvements be completed by Covington (i) in a good and workmanlike manner by experienced, licensed and bonded contractors and subcontractors approved in advance by the Village; (ii) within a reasonable time period, and (iii) in accordance with all applicable laws, rules, ordinances and regulations;

WHEREAS, the Village will also require that Covington deliver to the Village letters of credit in form and amounts satisfactory to the Village in order to ensure that adequate funds will be available for the completion of the demolition and all proposed subdivision improvements;

WHEREAS, Covington agrees that it will comply in full with all such Village requirements and with all applicable laws, rules, ordinances, codes and regulations, including but not limited to, all applicable laws of the State of Illinois and all building and zoning codes and ordinances of the Village;

WHEREAS, the Plan Commission recommended approval of the Preliminary Plat subject to the resolution of the concerns of Bailes;

EXHIBIT F

WHEREAS, the Zoning Board of Appeals recommended approval of the requested revocation of the special use permit and the demolition upon the reasonable satisfaction of Bailes' good faith concerns;

WHEREAS, Bailes is willing to consent to the proposed plat of resubdivision and to assist Covington in obtaining the demolition permit required in connection with the demolition of the seminary building upon certain terms and conditions:

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and obligations contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto expressly agree as follows:

1. Conveyance.

(a) Covington shall convey to Bailes, or Bailes' nominee, at no cost to Bailes, good and marketable title to all of the real property located in Lots 28, 29, 30 and 31 of Covington's Preliminary Plat of Resubdivision lying west of the following lines (hereinafter the "Lines"): (i) a straight line between a point on the west lot line of proposed Lot 28 which point is 105 feet north of the northwest corner of Lot 1 and a point on the north line of proposed Lot 31 which point is 25 feet east of the northeast corner of Lot 1; and (ii) a straight line between said point on the north line of proposed Lot 31 and the point of intersection of the northeasterly line of Lot 1 with the right-of-way of Bridgeway Court. A rough depiction of the land to be conveyed to Bailes pursuant to this Paragraph 1 (hereinafter referred to as the "Expansion Parcel") is marked in red on Exhibit B attached hereto. It is the intention of the parties that property including the entire retaining wall and an additional five feet of property shall, at a minimum, be conveyed to Bailes. The precise legal description of the Expansion Parcel shall be determined by an Illinois licensed surveyor, and shall be subject to approval by Bailes. Necessary adjustments in or revisions to the legal description will be made to ensure that the conveyance satisfies the intention of the parties as reflected above. All costs connected to this conveyance, including all survey costs, shall be paid by Covington. Lot 1 of Whitehall Park Subdivision, together with the Expansion Parcel, shall collectively be referred to herein as "Expanded Lot 1".

(b) The conveyance shall be by special warranty deed and shall convey good fee simple title to the Expansion Parcel free from all liens and encumbrances subject only to general real estate taxes for the year 1993 and subsequent years, the maintenance easement set forth in Paragraph 4 hereof, and those

exceptions shown on Exhibit C attached hereto. All conveyance documents, including but not limited to the deed and state, county and municipal transfer declarations, shall be prepared by Covington's attorneys at Covington's sole cost and expense and shall be subject to the approval of Bailes' attorney.

(c) Immediately upon receiving final approval, Covington shall pay Bailes an amount equal to the estimated taxes for the Expansion Parcel for 1993 (prorated through the date Covington receives final approval and conveys the Expansion Parcel to Bailes). The estimated amount shall be based upon the most recent tax information and shall be calculated by allocating (on a square footage basis) the tax bill for the unimproved portion of Lot 23. Within fifteen (15) business days of the execution of this Agreement, Covington and Bailes shall agree upon a reasonable method of allocating such taxes. The intention of the parties is that Bailes shall be responsible only for general real estate taxes for the Expansion Parcel for the period after the date such property is conveyed to Bailes. Accordingly, in addition to paying Bailes for its proportionate share of 1993 taxes, Covington shall pay all installments, assessments and other amounts due for 1992 taxes for the Expansion Parcel on or before the date such amounts are due. Covington covenants to pay such tax bills without any contribution whatsoever from Bailes.

(d) **ESCROW.** Simultaneous with its purchase of the remaining property in Whitehall Park Subdivision and its receipt of the deed for such property, Covington shall deliver into an escrow with Chicago Title Insurance Company ("Title Company") a special warranty deed ("Deed") conveying the Expansion Parcel to Bailes or his nominee. The escrow shall include terms acceptable to Bailes, including but not limited to the following:

(i) a provision specifying that upon the earlier of (1) the Title Company's receipt of a certified copy of the final plat of resubdivision, as recorded, or (2) September 15, 1993, the Title Company shall promptly record the Deed in the DuPage County recorder's office, notwithstanding any contrary direction from Covington; and

(ii) a provision stating that all escrow, transfer and recording charges, fees and expenses shall be borne by Covington.

2. **Lake.** Subject to the requirements of the Village (including but not limited to any engineering requirements):

(a) Covington shall make all necessary improvements or changes and shall take any action necessary, at its sole cost

and expense, to ensure that the edge of the lake adjacent to or located on Expanded Lot 1 at the normal water level shall at no time be farther east or north than the Lines, nor farther west than 10 feet from said Lines.

(b) Covington shall make no such improvements or take any other action which would in any way change or affect the normal water level of the lake, or the surface or the banks of the lake without first obtaining the prior written approval of the Bailes.

(c) Prior to undertaking to drain the lake (if Covington chooses to do so), Covington must install barriers along the water's edge. Such barriers shall be placed all along Lot 1 and Trinity Lane in a manner approved by Bailes and the Village.

3. **Landscaping.** The portion of Expanded Lot 1 lying within 10 feet from the edge of the adjacent lake at normal water level, along with the north 40 feet of Expanded Lot 1 as measured along the west property line (which portion is shown on the sketch attached hereto as Exhibit D), shall remain free of structures. This area shall be landscaped by Covington, at Covington's sole cost and expense, in a manner to be agreed upon by Bailes, Covington and the Village. Covington shall have the right of entry onto such property for the sole purpose of installing such landscaping. Covington covenants that the landscaping to be installed in this area shall at all times comply with Village codes, ordinances and regulations. These landscaped areas shall be maintained by Bailes. If Bailes should fail to properly maintain said landscaping, the homeowners association of the new Covington Court Resubdivision ("Homeowners Association") shall have the right to maintain such landscaping and may seek reimbursement for the reasonable costs of such required maintenance from Bailes. If the landscaping is not properly maintained by Bailes nor the Homeowners Association, then the Village shall have the right to maintain such landscaping. Any future changes to the landscaping area shall be subject to Bailes' prior written approval and shall be done at the individual homeowner's expense.

#### 4. **Easements.**

(a) The Expansion Parcel shall be conveyed to Bailes subject to an easement over said 10 foot portion and said 40 foot portion of Expanded Lot 1 to be granted to the Homeowners Association and the Village solely for installation and maintenance purposes. The easement, which shall be in form approved by Bailes, shall be solely for installation or maintenance purposes and may not be used by the Homeowners Association or the Village for any other purpose. Covington represents and warrants to

Bailes that in connection with any conveyance of any other lot in the resubdivision, Covington shall grant a similar easement to the Homeowners Association and the Village over each lakefront lot.

(b) To the extent that this 10 foot area is located in present Lot 1, a similar easement will be granted to the Village and the Homeowners Association for installation and maintenance purposes.

5. **Screening.** Covington, at Covington's sole cost and expense, shall plant a berm on proposed Lot 31, which berm shall provide substantial year-round screening of the east side of the Bailes residence. The berm shall be centered approximately 35 feet from the easterly property line of the present Lot 1. The landscaping plan for such berm area shall be prepared by Covington, at Covington's sole cost and expense, and must be approved by Bailes and by the Village prior to installation. Covington represents and warrants that it shall complete the installation of such berm and other landscaping on or before September 15, 1993. Once installed, the berm and other landscaping shall be maintained by the Homeowners Association. If the Homeowners Association shall fail to properly maintain the berm, Bailes shall have the right to maintain the berm and other landscaping and to recover all costs of such maintenance from the Homeowners Association. Covington shall grant Bailes an access easement from Bridgeway Court and over such berm area for the purpose of such maintenance.

\* 6. **FENCE.** On or before September 15, 1993, Covington, at its sole cost and expense, shall construct a fence at a location no more than three feet east of the existing bicycle/pedestrian pathway on the east side of Trinity Lane between the south property line of Lot 2 and a point approximately 35 feet southeast of the point where the west line of the present Lot 23 leaves Trinity Lane. Said fence shall utilize masonry columns and wrought iron as planned for the fence to be built along 35th Street on either side of the entrance to Whitehall Park Subdivision. All materials to be used in connection with the fence shall be as closely as possible identical in quality, value and appearance to those used by Bailes for his existing fence around the garden area on the west side of the Bailes residence. No shrubs, trees or other planting shall be planted or permitted above grass level west of said part of the fence other than deciduous shrubs, as approved by Bailes. The fence and such shrubs shall be maintained by the Homeowners Association at the Homeowners Association's cost and expense. If the Homeowners Association fails to properly maintain the fence or the shrubs, Bailes may do so and recover all costs and expenses for such maintenance from the Homeowners Association. The fence shall

\* include a pedestrian gate to be constructed by Covington, at its sole cost and expense, with a design and at a location approved by Bailes, which pedestrian gate shall be accessible to Bailes at all times and to the Homeowners Association for maintenance purposes.

7. Demolition. All demolition materials shall be removed to the east of the seminary building. During the course of demolition, no use of Bridgeway Court shall be made or permitted by Covington or its demolition contractors, subcontractors or their respective employees, agents or representatives, for parking, access, or otherwise, except as specifically required to demolish the existing bridge and entrance driveway. Covington shall install or erect all necessary signs, fences or other barriers (subject to Bailes' approval) to ensure that Bridgeway Court is not used. In addition, Covington's contract with its demolition contractors shall include a provision establishing a \$500 penalty (payable in cash) for the violation of this Paragraph by the general contractors or subcontractors. One half of all penalties shall be paid to Bailes. Covington represents, warrants and covenants that the demolition of the bridge and entrance driveway shall be completed before demolition of the seminary building begins.

8. Security. Security at the front entry will be provided by installing a decorative, partial fence, which fence shall be as closely as possible identical in quality, value, and appearance as the fence that was defined in the original development, combined with landscaping and ponds. The entry guardhouse will be unmanned, unless the Homeowners Association arranges for a guard at its own expense. Decorative wrought iron gates will be installed to be operated by key or card, and by the equivalent of an automatic door opener. Visitors will be provided access by calling the homeowners with a phone located at the entry house. Covington, at Covington's sole cost and expense, shall install a closed circuit TV camera so that the homeowners can see and identify any visitors at the front entry. After the homeowner has heard and seen the visitor, said homeowner, if he desires to grant access, can press a code into his digital phone to open the entry gates and provide access to the visitor. For package deliveries, a package drop shall be provided within the guardhouse facility with appropriate security.

9. Declaration. The present instrument entitled "Declaration of Easements, Restrictions and Covenants for Whitehall Park Community Association" dated February 1, 1984 shall in substantial part be retained. Accordingly, all of the existing covenants, conditions, restrictions and easements affecting the remaining property shall remain in full force and effect. Covington shall make only changes required to reflect the elimination of the condominium, the resubdivision of Lot 23 and

*James  
K. [unclear]*

tain other lots, and the elimination of the recreation areas and certain other necessary changes. In addition, Covington shall make such changes as are necessary to incorporate the agreements, covenants, and obligations set forth in this Agreement and the requirements of the Village. No changes shall be made without first obtaining the prior written approval of Bailes and the Village.

10. Subdivision Improvements.

(a) Covington expressly represents, warrants and covenants that the demolition of the seminary building and the completion of any and all subdivision improvements, including but not limited to all improvements, landscaping, and other work to be performed by Covington pursuant to the terms of this Agreement, shall be completed in a good and workmanlike manner on or before June 30, 1994, or such earlier time as may be required by the Village, and in accordance with all applicable laws, rules, regulations and ordinances, including any regulations, codes or ordinances of the Village and the State of Illinois. Prior to undertaking any such improvements, Covington shall: (i) obtain all necessary permits and approvals from the Village and any other applicable governmental entity or authority; (ii) deliver to the Village letters of credits in amounts and in form satisfactory to the Village to insure that adequate funds will be available for the completion of all such improvements; (iii) furnish evidence satisfactory to the Village that all such work will be undertaken by experienced, licensed and bonded contractors and subcontractors, which contractors and subcontractors shall be acceptable to the Village; and (iv) if necessary, pursuant to the terms of this Agreement, obtain the prior written approval of Bailes.

(b) Covington shall not create or suffer or permit any lien, charge or encumbrance to attach to or be filed against the Expansion Parcel or any part of Expanded Lot 1, including but not limited to any mechanics', materialman's liens or other claims by parties claiming to have provided material or labor to Expanded Lot 1.

11. Cooperation by Bailes.

(a) Bailes hereby agrees that upon Covington's depositing the Deed into the escrow as provided in Paragraph 1(c) hereof, Bailes shall execute the application (if required by the Village) for final approval of the plat of resubdivision and associated plats and plans provided they are satisfactory to the Village and shall use its best efforts to obtain the approval of any of its lienholders whose approval is necessary to the resubdivision. Bailes does not warrant or covenant that it will be



able to obtain such approvals or that it can obtain them in a reasonable period of time.

(b) Bailes further agrees that upon the execution of this Agreement, Bailes shall (i) rescind its opposition to Covington's petition for repeal of the special use permit and shall assist Covington in obtaining the repeal of the special use permit that was designed to preserve the St. Joseph's Seminary building and (ii) assist Covington in obtaining approval of the Preliminary Plat provided that it is revised to show the Expanded Lot 1.

(c) Bailes' cooperation with Covington's resubdivision and its demolition are contingent upon Covington's compliance with the terms hereof.

12. Duties of Covington. Covington covenants to diligently pursue the approval and recording of the plat of resubdivision and agrees that promptly upon recording of the plat, it will deliver a certified copy of the plat to the Title Company so that the Deed can be recorded.

13. Remedies. If either party ("Defaulting Party") fails to comply with any of its obligations, covenants, or any other term of this Agreement, the other party ("Non-Defaulting Party") may, but shall not be obligated to, take any action which it, in its sole discretion, deems necessary to bring about compliance with the terms hereof. In the event that the Non-Defaulting Party takes any such action, in addition to any other remedies it may have at law or in equity, the Defaulting Party hereby agrees to reimburse the Non-Defaulting Party for any and all costs (including reasonable attorneys' fees), expenses and fees related to such action.

14. Indemnity.

(a) Covington, as a condition of the rights granted to it by this Agreement, shall indemnify, defend and hold Bailes harmless from and against any and all claims, causes of actions, suits, judgments, losses, costs, expenses or other damages (including reasonable attorneys' fees) resulting from, caused by, growing out of, or in any way attributable to (i) the landscaping to be installed pursuant to Paragraph 3 hereof; (ii) the fence to be installed pursuant to Paragraph 6 hereof; and (iii) any breach of any other obligation, duty, covenant, or provision of this Agreement by Covington.

(b) Bailes shall indemnify, defend and hold Covington harmless from and against any and all claims, causes of actions, suits, judgments, losses, costs and expenses (including reason-

able attorneys' fees) resulting from, caused by, growing out of or in any way attributable to any material breach of any obligation, duty, covenant or provision of this Agreement.

\* 15. Approval by Bailes. Bailes' approval of any landscaping or other improvements to be installed by Covington shall not create any obligation, warranty, or liability on the part of Bailes and shall not be construed to imply that such improvement or landscaping complies with any law, ordinance, rule or regulation. Covington shall, at its own cost and expense and investigation, and without reliance upon Bailes, determine and insure that all such improvements and landscaping comply with all applicable laws, rules, regulations and ordinances.

16. Costs of Litigation. If any legal action is brought for the enforcement of this Agreement, or because of a dispute regarding any alleged breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, in addition to any other relief to which such party may be entitled.

17. Governing Law and Severability. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable laws, but if any provision of this Agreement shall be prohibited by or invalid under such laws, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. Termination. This Agreement, and the parties' duties, rights and obligations hereunder shall automatically terminate on April 1, 1993, if Covington is not in title to the Property at such time. In such event, this Agreement shall be deemed null and void and neither party shall have any further obligations to the other with respect to this Agreement. Covington shall only be deemed to be "in title" if and when (i) it has closed the purchase transaction and (ii) the deed conveying the property to it has been properly recorded.

19. Miscellaneous.

(a) Entire Agreement. This Agreement contains all of the agreements between the parties and supersedes any oral agreements between these parties. This Agreement may be amended solely by an agreement in writing signed by both of the parties hereto.

*Final  
References*

(b) Successors and Assigns. All of the terms and conditions of this Agreement are hereby made binding on the respective executors, heirs, devisees, administrators, personal representatives, successors and permitted assigns of both parties hereto.

(c) Captions. The captions and headings used in connection with this Agreement are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning, scope or intent of the provisions hereof.

(d) Cumulative Remedies. All rights, privileges, and remedies afforded the parties by this Agreement shall be deemed cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed to be a waiver of any right, remedy or privilege provided for herein or available at law or in equity.

(e) Gender. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, singular or plural, as the case may require, shall in all cases be assumed as though in each case fully expressed.

(f) Reasonable Approval. Wherever and whenever the approval or consent of either of the parties is required under the terms hereof, such approval or consent shall not be unreasonably withheld or delayed. All such approvals must be in writing and signed by the party giving such consent.

(g) Notice re Work. Whenever Covington or the Homeowners Association intends to perform any installation or maintenance work on Bailes' property, such party shall notify Bailes at least three (3) days in advance and shall perform such work during normal working hours on weekdays.

(h) Other Notices. All notices required or otherwise sent hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested to the parties as follows: If to Covington: Covington Court Ltd., 1 MidAmerica Plaza, Suite 1000, Oakbrook Terrace, IL 60181, Attn: Carl E. Newmann and if to Bailes: William Bailes, 404 Bridgeway Court, Oak Brook, IL 60521. Notices shall be deemed delivered and received 2 days after being placed in the U. S. Mail as aforesaid.

(i) Counterpart. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

R93 130376

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year first written above.

COVINGTON COURT, LTD.

By: [Signature]

Its: [Signature]

William Sailes

Attest: [Signature]

Its: [Signature]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year first written above.

COVINGTON COURT, LTD.

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

*William Bailes*  
\_\_\_\_\_  
William Bailes

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

Attest: \_\_\_\_\_

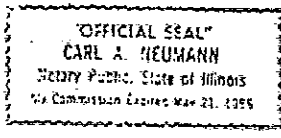
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R33 130376

STATE OF Illinois )  
COUNTY OF De Kalb ) SS.

I, Carl A. Neumann, a Notary Public in and for said County, in the State aforesaid, do hereby certify that before me on this day personally appeared William Sailes and Pauline Sailes, to be known to be the President and Secretary, respectively, of Wilmington Concrete Co., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth, and on oath stated that they are authorized to execute the said instrument on behalf of said corporation.

Witness my hand and official seal this 19<sup>th</sup> day of February, 1933



Carl A. Neumann  
Notary Public

My Commission Expires:  
5-21-35

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

I, \_\_\_\_\_, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William Sailes personally known to me appeared before me this day in person and acknowledged that he signed and delivered the said instrument, as his free and voluntary act for the uses and purposes therein set forth.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1933.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ 33.

I, \_\_\_\_\_, a Notary Public in and for  
said County, in the state aforesaid, do hereby certify that  
before me on this day personally appeared \_\_\_\_\_  
and \_\_\_\_\_, to be known  
to be the \_\_\_\_\_ President and \_\_\_\_\_  
Secretary, respectively, of \_\_\_\_\_  
the corporation that executed the foregoing instrument, and  
acknowledged the said instrument to be the free and voluntary act  
and deed of said corporation, for the uses and purposes therein  
set forth, and on oath stated that they are authorized to execute  
the said instrument on behalf of said corporation.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_  
1933.

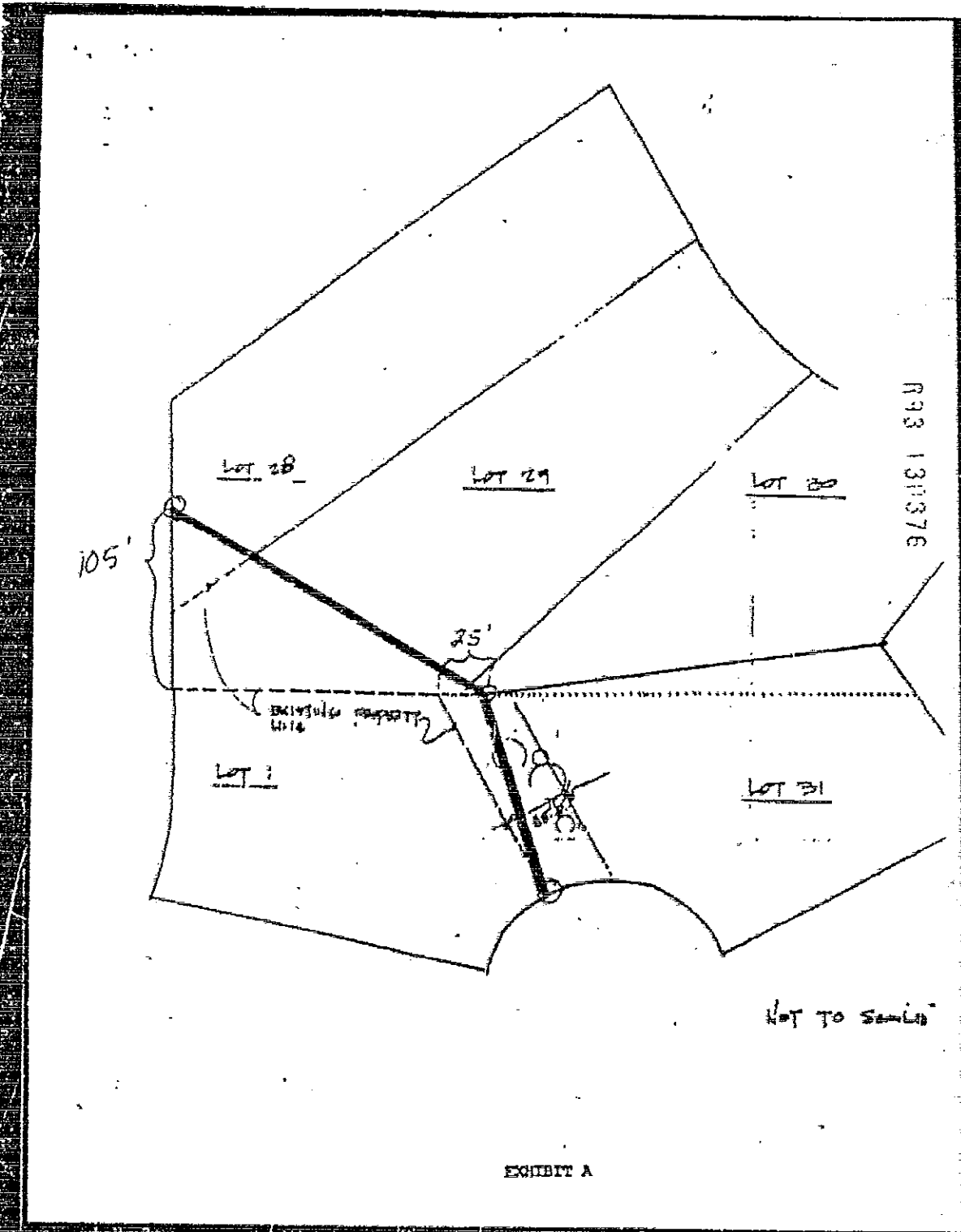
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Alachua 33.

I, Debra A. Gant, a notary public in and  
for said County, in the state aforesaid, do HEREBY CERTIFY that  
William Bailles personally known to me appeared before me this day  
in person and acknowledged that he signed and delivered the said  
instrument, as his free and voluntary act for the uses and  
purposes therein set forth.

Witness my hand and official seal this 17th day of  
February, 1933.

Debra A. Gant  
Notary Public  
My Commission Expires \_\_\_\_\_  
Debra A. Gant  
NOTARY PUBLIC  
STATE OF FLORIDA  
MY COMMISSION EXPIRES \_\_\_\_\_  
1933





R93 130376

EXHIBIT B

Permitted Exceptions

1. A 10' Watermain Easement along the west line of the northerly parcel created by Document R79-74435 and amended by Document R81-35562 and further amended by Document R84-16006.
2. A 15' wide pedestrian & Bicycle Path Easement along the west line of said northerly parcel created by Document R84-16009.
3. Easements created pursuant to the Agreement.
4. 6' Public Utility Easements along the new north line and the new east line of extended Lot 1 which will be created at the insistence of the Village on the final plat of subdivision. \*
5. A 10' Public Utility Easement along the west line of the northerly parcel also to appear on the final plat of subdivision. \*

\* Provided that the existing 6 foot public utility easements along the existing north and east lines have been eliminated and further provided that Covington has used its best efforts to persuade the Village to waive the easement set forth in #4 above.

EXHIBIT B

238 151375

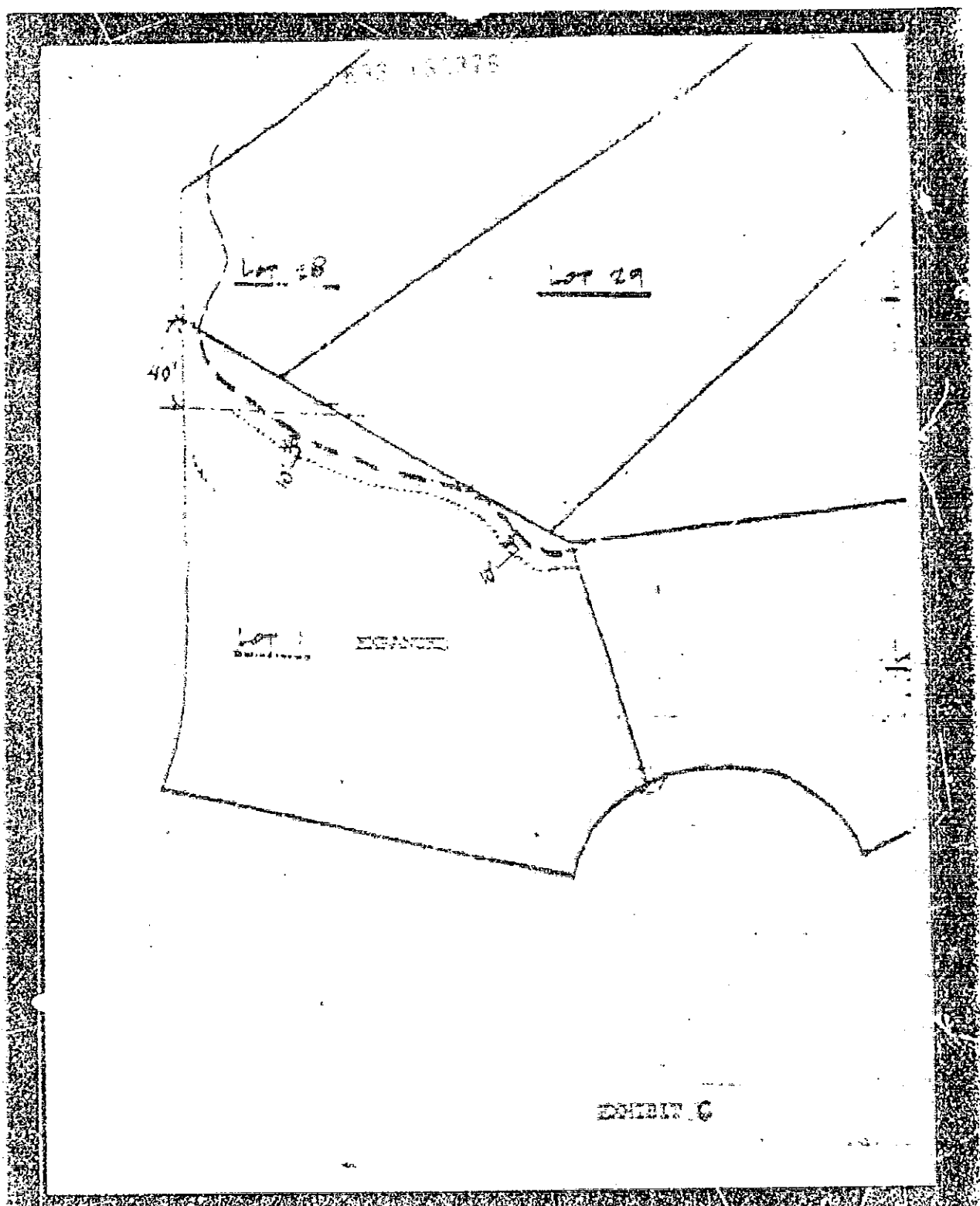
LOT 28

LOT 29

40

LOT 1 EXCHANGE

EXHIBIT C



R93 130376

AGREEMENT

Covington Court Ltd. ("Covington") has undertaken discussions with representatives of the Trinity Lakes Homeowners Association. Covington recognizes and has addressed the development concerns about the proposed Covington Court Resubdivision of Lots 1 and 20 - 23 of Whitehall Park Subdivision in Oak Brook, Illinois. Covington hereby commits to the following:

1. ACCESS TO MAYS LAKES: Covington Court shall grant a maintenance easement across the southerly portion of Lot 12 of Whitehall Park subdivision to Upper Mays Lake from Whitehall Drive. In this regard, and at the time of final Village of Oak Brook plat approval and recording of the Covington Court Plat of Resubdivision:
  - A. If this access easement is not adequate to allow dredging equipment adequate access to the Upper Lake, Covington will - as determined within the final engineering plat - grant and record an access easement across one or more of Lots 12, 13, 14 and 15 sufficient to enable lake dredging equipment or other earth moving equipment access to Upper Mays Lake; and,
  - B. Covington will grant an access easements to the Trinity Lakes Homeowners Association across Whitehall Drive from 35th Street to the access easement areas; and,
  - C. Covington acknowledges the obligation of Whitehall Park Subdivision and Covington Court Resubdivision property owners to reimburse Trinity Lakes Homeowners Association for 18% of the cost of "...maintenance, repair and reconstruction work...." for the Mays Lakes pursuant to paragraph 9 of the Easement Agreement for Storm Water Detention, Retention, and Drainage dated July 23, 1979, recorded as Document R79-74438, and as amended in the Agreement to Apportion Maintenance Costs of Storm Water Detention, Retention and Drainage dated February 1, 1984 and recorded as Document R84-16007. Trinity Lakes Homeowners Association shall prepare plans and specification for the reconstruction of Mays Lakes and submit same to Covington for approval, which approval shall not be unreasonably delayed or denied.
  - D. Covington advises that Trinity Lakes Homeowners Association has an existing access easement to all of the Mays Lakes, which easement is contained in the "EASEMENT AGREEMENT FOR STORM WATER DETENTION, RETENTION AND DRAINAGE dated July 23, 1979 and recorded as Document R79-74438, which specifically provides:

EXHIBIT G

R 93 130376

"9... In performing such maintenance, repair and reconstruction work, GRANTEE shall endeavor to route the required men, materials and equipment across the Drainage Ditch Easement Parcel or the Storm Water Detention and Retention Easement Parcel; however, if such access proves to be inadequate, GRANTOR shall provide an alternate means of access at such location or locations as may be selected by GRANTOR." (emphasis added.)

This 7/23/79 easement has been twice ratified by the original GRANTOR in the easement document dated 7/22/81 (recorded as document R81-52415) and Agreement dated 2/1/84 (recorded as document R84-15007). Covington hereby ratifies its payment and access obligations under document 79-74438 for itself.

- E. If the Trinity Lakes Homeowners Association prepares plans for the reconstruction of the Mays Lakes Dams that will permit actual site reconstruction work to begin on or before March 1, 1994, Covington shall contribute, in addition to the eighteen percent (18%) contribution as required in the recorded documents referenced herein, an additional sum equal to 18% of the GRANTORS share of reimbursement, but not to exceed \$1,500.00, at the time that construction payment is required. Provided, however, that upon payment reimbursement by the GRANTOR or its successor (as defined within the recorded documents), Covington shall recapture its payment made pursuant to this subparagraph from Trinity Lakes Homeowners Association. Provided, further, if GRANTOR participates in payment for the reconstruction project, then no payment shall be requested of Covington under this subparagraph.
- F. Any easement granted by Covington shall contain requirements for: (i) a specified time schedule for work to be done in a continuous and expeditious manner; (ii) bonding of the work to be done by a letter of credit or other bond reasonably acceptable to Covington or the Village of Oak Brook; (iii) the reasonable restoration of the easement property with like kind landscape materials, excepting large trees, upon completion of any maintenance, repair or reconstruction work by Trinity Lakes Homeowners Association and its contractor(s); and, (iv) all costs of reasonable restoration of the easement property performed by Trinity Lakes Homeowner's Association and its contractor(s) shall be shared by the parties in the same proportion as required within the recorded documents for contributions for repairs and reconstruction of the easement property.

R93 130376

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2. FENCES BETWEEN TRINITY LAKES AND COVINGTON: The Covington redevelopment shall contain a wrought iron fence with masonry posts erected along the east side of Trinity Lane and the bicycle easement from the southwest corner of Lot 2 of Whitehall Park Subdivision northerly to the southwesterly point of proposed Lot 25 of Covington Court Resubdivision.

- A. The fence installations will be made pursuant to approval and after recording of a final plat of resubdivision by the Village of Oak Brook.
- B. No other fences are proposed between the Trinity Lakes Subdivision and Whitehall Park/Covington. A decorative fence is proposed along 35th street.
- C. The style of fence to be installed will be incorporated into the Declaration to be filed against the property so that Trinity Lakes will be protected in the event future owners try to install a different kind of fence.

3. CONSTRUCTION TRAFFIC, PARKING AND HOURS OF DEMOLITION: Covington recognizes neighborhood concerns that construction traffic, parking and hours of demolition construction not become a problem to the neighborhood. In this regard Covington agrees as follows:

- A. All infrastructure construction traffic and parking to and from the Whitehall Park/Covington Court Resubdivision shall be granted access solely via 35th Street and Whitehall Drive; except for that construction traffic and parking which reasonably requires access from Trinity Lane for improvements to be constructed adjacent to Trinity Lane; and,
- B. Covington will incorporate requirements into each its construction contracts which shall require specific monetary penalties to be paid, in cash, to the Trinity Lakes Homeowners Association, from the contracting company for each day violations of the construction traffic, parking and demolition hour restrictions are made by the general contractor, its employees, subcontractors and agents working on the Covington site.
- C. Covington will limit, by contract, and request the Village to limit, by ordinance the hours for the Nuisance Activities of demolition of St. Joseph Seminary to Monday through Friday from 7:00 AM to 4:30 PM.

("Nuisance Activities" shall mean outside demolition activities that generate substantial noise, vibration and dust such as the use of a

R23 139376

noise, vibration and dust such as the use of a crane, demolition ball, excavation with earth moving equipment, machinery loading and hauling debris in trucks greater in size than Class C, machinery moving earth and/or debris from the building location to borrow pits and/or off-site and compaction of borrow pits or building foundation areas. Other construction activities such as the removal of asbestos from the interior of the building and related activities, surveying, security firm activities, small trucks of Class C size or smaller going onto the site, inspection work, and construction activities that do not utilize large trucks, earth moving equipment, construction cranes, or create substantial noise, vibration or dust shall be excluded from the definition of Nuisance Activities.]

The Trinity Lakes Homeowners Association may notify Covington that certain specific construction or demolition activities that occur outside of the permitted hours are causing substantial noise, vibration or dust. Upon receipt of said notice Covington shall cause the offending activity or activities to cease on the next day that is not within the permitted demolition activity hours and days. Written notice can be given to Covington at Covington Court, Ltd., c/o Errol Jay Kirsch Architects, 124 Madison Street, Oak Park, Illinois 60302, fax number (708) 386-9275 or to the site construction supervisor by an officer of Trinity Lakes Homeowners Association.

Provided, however, Covington may request, and the Trinity Lakes Homeowners Association may approve additional hours of Nuisance Activities by specifying exact dates and hours of such permitted additional Nuisance Activity in writing by letter signed by an officer or acting officer of the homeowners association.

4. CONTINGENCIES: The agreements contained within this letter of commitment are conditioned upon: (i) Covington Court Ltd. acquiring the remainder of Whitehall Park Subdivision; (ii) a final plat of resubdivision approval and recording of the plat by the Village of Oak Brook; and, (iii) issuance of a demolition permit by the Village. This commitment contains all of the agreements between Trinity Lakes Homeowners Association and Covington Court Ltd., and includes all prior oral discussions or agreements. No amendments to this commitment may be made, except as made in writing and signed by Covington Court Ltd., or its successors or assigns.

R93 130376

*March*  
Dated May 4, 1993.

COVINGTON COURT LTD.

by *Emil Jankowski*  
Its: *president*

*May 4 93*

AGREED AND ACCEPTED:

TRINITY LAKES HOMEOWNERS ASSOCIATION

by: *Emil Jankowski*  
Its: *President - 5/11/93*

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