

DEVELOPMENT AGREEMENT

26452 Butterfield Road

On this 12 day of March, 1996, PRAIRIE MATERIAL SALES, INC., of 7601 West 79th Street, Bridgeview, Illinois 60455, hereinafter referred to as "Prairie", and the VILLAGE OF VERNON HILLS, hereinafter referred to as the "Village", by and through its Village President and Board of Trustees, hereinafter referred to as the "Corporate Authorities", have entered into this Development Agreement and the parties agree as follows:

RECITALS

WHEREAS, Prairie is the owner of the property commonly known as 26452 Butterfield Road, Mundelein, Illinois and which is legally described at Exhibit "A", hereinafter referred to as the "Property", attached hereto and made a part hereof by reference; and

WHEREAS, the Property consists of approximately 10 acres located West of Butterfield Road, North of Elgin, Joliet and Eastern Railway Right of Way and East of the Wisconsin Central Railway Right of Way and is situated in an unincorporated area of Lake County, Illinois, and is contiguous to the corporate limits of the Village of Vernon Hills, Illinois; and

WHEREAS, the Village annexed the Property on March 12, 1996; and

WHEREAS, Prairie intends to continue the present use of the Property indefinitely, however, upon development for uses other than the present use of the Property, it shall be developed in accordance with the presently existing ordinances, rules and regulations of the Village, except as provided herein; and

WHEREAS, on application of Prairie, following published notice as required by statute and ordinance, a public hearing will be held by the Planning and Zoning Commission on the proposed zoning of the Property, and public hearing and notice thereof conforming in all respects to applicable law; and

WHEREAS, said application is to establish the Property with zoning classifications of BP, as to part; and B-1 as to part; and P-I-B as to part, and allowing the presently existing ready mix concrete operations, aggregate storage and sales, maintenance operations, vehicle parking and any and all uses appurtenant thereto of the Owner to continue as a Legal Nonconforming Use subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein the Parties agree as follows:

1) Zoning: The Corporate Authorities shall use their best efforts so that within thirty (30) days of the required public hearings, they will adopt an ordinance providing for zoning classifications as provided in this Agreement and amending the zoning map of the Village accordingly, for the areas of the Subject Property as shown on Exhibit "B", and as set forth on Exhibits "C", "D" and "E".

PARCEL 1: B-1 (Business) Legally described at Exhibit "C"

PARCEL 2: BP (Business Park) Legally described at Exhibit "D"

PARCEL 3: P-I-B (Governmental) Legally described at Exhibit "E"

2) Non-Conforming Use: Prairie may continue to operate its business on the Property as it is currently operated as ready mix concrete operations, aggregate material storage and sales, maintenance operations, vehicle parking and any and all uses

appurtenant thereto, for such time as Prairie desires. The Property or portions thereof, used as ready mix concrete operations, aggregate material storage and sales, maintenance operations, vehicle parking and any and all uses appurtenant thereto shall be considered to be legal non-conforming uses.

The Village shall use its best efforts to grant a Special Use for the Property, allowing the continued use of the Property as it currently exists, and granting variations from Sections 13.4, 13.5, 13.6, 13.7, 16.4, 16.5, 16.6, 16.7 and all of Article 17 of the Vernon Hills Zoning Ordinance, so as to allow Prairie to operate its business presently existing on the Property as it is presently used, operated and maintained and further, to allow the existing buildings, structures and all appurtenances thereto, to be maintained, constructed, reconstructed, removed, place, replaced, or relocated on the Property all at Prairie's sole discretion, without regard to restrictions or regulations of lot area, intensity of use, height, yard and "other regulations" of nonconforming structures and uses as set forth in the Village of Vernon Hills Zoning Ordinance, as amended, the requirements of the B-P and B-1 zoning districts and Article 17, "Non-Conforming Structures and Uses", to the contrary not withstanding. Further, the existing use may utilize the entered Property and may remain for an indeterminate period of time at Prairies' sole discretion, any amortization provisions within the Village Zoning Ordinance to the contrary not withstanding.

3) **Future Development**: All future redevelopment of the Property, which is a different use from the current use, shall be in accordance with the rules, regulations and ordinances of the Village then in effect.

4) Tap On/Connection Fees: To the extent that the Village gains control of connections to the public water supply and or sewer treatment facility servicing the Property, Prairie shall be allowed to tap/connect to such public water supply and/or sewer treatment facility without incurring any tap/connection fee and the number of taps or connections to be allowed shall be the maximum number allowed as determined by the then existing or proposed use of the Property at the time that such tap or connection is requested. The Village shall not oppose such tap-on or connection. Prairie shall not be required by the Village to connect to any municipal water or sewer lines.

5) Access: The Village shall support and work with Prairie, to the fullest extent possible, to aid Prairie in being granted not less than two points of access onto Butterfield Road from its Property and shall not at any time oppose such access.

6) Disconnection: If despite the best efforts of the Village, the Village is unable to or will not grant the zoning relief set forth in Paragraph 1 within 60 days of this Agreement, the Village will not oppose a Disconnection Petition if filed by Prairie. The Village shall adopt an ordinance disconnecting the Property, if a properly filed Disconnection Petition is filed, the required thirty (30) days pass after filing, and the zoning relief set forth herein has not been adopted by the Village.

7) General Provisions

a) Other Ordinances: The Village shall use its best efforts to pass all ordinances or resolutions and take all other actions which may be necessary to carry out the terms and provisions of this Agreement.

b) Partial Invalidity: If any term, covenant, or provision of this ordinance is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect.

c) Binding Effect: This Agreement shall be binding on the parties hereto, their respective heirs, personal representatives, successors, or assigns.

d) Recitals: The terms, conditions and recitals contained in the Preamble hereto are expressly incorporated into the body of this Agreement as if fully said forth herein.

e) Amendment: This Agreement shall be amended only by written instrument after statutory requirements for notice and hearing have been complied with and only with written approval by both parties.

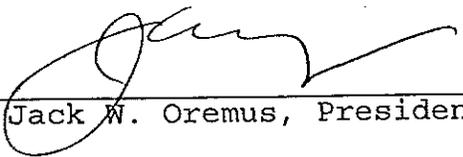
IN WITNESS WHEREOF, the parties have set their hands and affixed their seals on the date first above written.

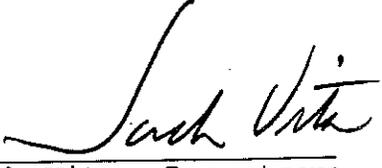
VILLAGE OF VERNON HILLS,
an Illinois Municipal Corporation

By: 
Village President

Attest: 
Village Clerk

PRAIRIE MATERIAL SALES, INC.
an Illinois Corporation

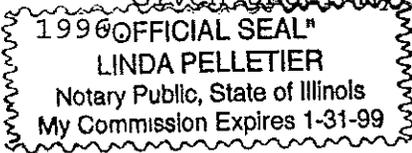
By: 
Jack W. Oremus, President

Attest: 
Jack Vita, Secretary

STATE OF ILLINOIS)
)
COUNTY OF C O O K)

I, LINDA PELLETIER, a Notary Public in and for said county and state, do hereby certify that ROGER L. BYRNE, and KATHLEEN A. RYB, personally known to me to be the President and Clerk, respectively, of the Board of Trustees of the Village of Vernon Hills, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Clerk they signed and delivered the said instrument as the free and voluntary act of the Village, for the uses and purposes therein.

Given under my hand and official seal, this 3rd day of ~~March~~ JUNE, 1996.



Roger L. Byrne
Linda Pelletier

STATE OF ILLINOIS)
)
COUNTY OF)

I, _____, a Notary Public in and for said county and state, do hereby certify that JOHN W. OREMUS, and JACK VITA, personally known to me to be the President and Secretary, respectively, of PRAIRIE MATERIAL SALES, INC., and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary they signed and delivered the said instrument as the free and voluntary act of the corporation, for the uses and purposes therein.

Given under my hand and official seal, this 9th day of ~~March~~ May, 1996.

Jacqueline Livingston

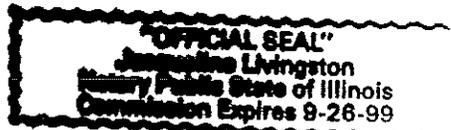


EXHIBIT "A"

LEGAL DESCRIPTION PRAIRIE GROUP YARD 24

That part of the Southwest Quarter of Section 32, Township 44 North, Range 11, East of the Third Principal Meridian, Described as follows: Beginning at the intersection of the North line of the said quarter Section with the Easterly Right-of-Way line of the Minneapolis St. Paul and Sault Ste. Marie Railway Company (said point being 214.30 feet East of the Northwest corner of said Section), thence East along the North line of said quarter Section 890.60 feet to the center line of Butterfield Road; thence South 17 Degrees 48 Minutes East along the center of said road 469.50 feet to the Northeasterly right of way line of the Elgin, Joliet and Eastern Railway Company; thence Westerly along the Northerly Right of Way line of said Elgin, Joliet and Eastern Railway Company, 703.70 feet to the easterly Right of Way line of the said Minneapolis St. Paul and Sault Ste. Marie Railway Company; thence Northwesterly along the Northeasterly right of way line of said Minneapolis St. Paul and Sault Ste. Marie Railway Company 712.60 feet to the Place of Beginning, in Lake County, Illinois.

Commonly known as: 26452 Butterfield Road
Mundelein, Illinois 60060

P.I.N. 11-32-300-001

EXHIBIT "C"

LEGAL DESCRIPTION PRAIRIE GROUP YARD 24
B-1 (Business) parcel

The Easterly 300 feet of the following described property:
That part of the Southwest Quarter of Section 32, Township 44 North, Range 11, East of the Third Principal Meridian, Described as follows: Beginning at the intersection of the North line of the said quarter Section with the Easterly Right-of-Way line of the Minneapolis St. Paul and Sault Ste Marie Railway Company (said point being 214.30 feet East of the Northwest corner of said quarter Section), thence East along the North line of said quarter Section 890.60 feet to the center line of Butterfield Road; thence South 17 Degrees 48 Minutes East along the center of said road 469.50 feet to the Northeasterly right of way line of the Elgin, Joliet and Eastern Railway Company; thence Westerly along the Northerly Right of Way line of said Elgin, Joliet and Eastern Railway Company, 703.70 feet to the easterly Right of Way line of the said Minneapolis St. Paul and Sault Ste. Marie Railway Company; thence Northwesterly along the Northeasterly right of way line of said Minneapolis St. Paul and Sault Ste. Marie Railway Company 712.60 feet to the Place of Beginning in Lake County, Illinois.

Commonly known as: 26452 Butterfield Road
Mundelein, Illinois 60060

P.I.N.: 11-32-300-001

EXHIBIT "D"

LEGAL DESCRIPTION PRAIRIE GROUP YARD 24
BP (Business Park) parcel

That part of the Southwest Quarter of Section 32, Township 44 North, Range 11, East of the Third Principal Meridian, Described as follows: Beginning at the intersection of the North line of the said quarter Section with the Easterly Right-of-Way line of the Minneapolis St. Paul and Sault Ste. Marie Railway Company (said point being 214.30 feet East of the Northwest corner of said Section), thence East along the North line of said quarter Section 890.60 feet to the center line of Butterfield Road; thence South 17 Degrees 48 Minutes East along the center of said road 469.50 feet to the Northeasterly right of way line of the Elgin, Joliet and Eastern Railway Company; thence Westerly along the Northerly Right of Way line of said Elgin, Joliet and Eastern Railway Company, 703.70 feet to the easterly Right of Way line of the said Minneapolis St. Paul and Sault Ste. Marie Railway Company; thence Northwesterly along the Northeasterly right of way line of said Minneapolis St. Paul and Sault Ste. Marie Railway Company 712.60 feet to the Place of Beginning, EXCEPTING THEREFROM THE EASTERLY 300 FEET, in Lake County, Illinois.

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Mundelein, Illinois 60060

P.I.N. 11-32-300-001

EXHIBIT "E"

LEGAL DESCRIPTION

WATER TOWER SITE
GREGG'S LANDING

THE SOUTHERLY 25.00 FEET (AS MEASURED PERPENDICULARLY) OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID QUARTER SECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILWAY COMPANY (SAID POINT BEING 214.3 FEET EAST OF THE NORTHWEST CORNER OF SAID QUARTER SECTION); THENCE EAST ALONG THE NORTH LINE OF SAID QUARTER SECTION 890.6 FEET TO THE CENTER LINE OF BUTTERFIELD ROAD; THENCE SOUTH 17 DEGREES 48 MINUTES EAST ALONG THE CENTER OF SAID ROAD 469.5 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY CO.; THENCE WESTERLY ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID ELGIN, JOLIET AND EASTERN RAILWAY COMPANY 703.7 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID MINNEAPOLIS, ST. PAUL AND SAULT STE. MARIE RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID MINNEAPOLIS, ST. PAUL AND SAULTE STE. MARIE RAILWAY COMPANY 712.5 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

ALSO

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 44 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE MINNEAPOLIS, ST. PAUL AND SAULTE STE. MARIE RAILWAY COMPANY LYING 25.00 FEET (AS MEASURED PERPENDICULARLY) NORTHERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID MINNEAPOLIS, ST. PAUL AND SAULT STE MARIE RAILWAY, COMPANY 101.40 FEET; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 62 DEGREES 33 MINUTES 48 SECONDS (MEASURED COUNTER CLOCKWISE THEREFROM) 103.66 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 146

DEGREES 50 MINUTES 49 SECONDS (MEASURED COUNTER CLOCKWISE THEREFROM) 63.13 FEET; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 148 DEGREES 08 MINUTES 13 SECONDS (MEASURED CLOCKWISE THEREFROM) 117.59 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 146 DEGREES 00 MINUTES 15 SECONDS (MEASURED COUNTERCLOCKWISE THEREFROM) 21.83 FEET TO A POINT ON A LINE LYING 25.00 FEET (AS MEASURED PERPENDICULARLY) NORTHERLY OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID ELGIN, JOLIET AND EASTERN RAILWAY; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED PARALLEL LINE 248.46 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PART OF P.I.N. 11-32-300-001

COMMONLY KNOWN AS: 26452 BUTTERFIELD ROAD,
MUNDELEIN, ILLINOIS 60060