

**MEMORANDUM OF DEVELOPMENT
AGREEMENT BETWEEN THE VILLAGE OF
PLEASANT PRAIRIE, WISCONSIN AND
VILLAGE GREEN DEVELOPMENT, LLC**

Return to:

Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

Tax Parcel Numbers:

92-4-122-233-0013
92-4-122-233-0015
92-4-122-233-0019
92-4-122-233-0400

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT is made by **VILLAGE GREEN DEVELOPMENT, LLC**, a Delaware limited liability company (the "Developer") with a business address in care of Land & Lakes Development Co., 123 N. NW Highway, Park Ridge, IL 60068-0778 and the **VILLAGE OF PLEASANT PRAIRIE** (the "Village"), a Wisconsin municipal corporation with offices located at 9915 39th Avenue, Pleasant Prairie, Wisconsin 53158.

WITNESSETH:

1. Developer and the Village entered into a Development Agreement dated as of August 7, 2006 (the "Agreement") regarding the resubdivision of Outlots 2, 3 and 5 in the "Village Green Heights Subdivision" (the "Development") into eighty-three (83) single-family lots and five outlots, two of which shall be dedicated to the village, two of which shall be dedicated to the homeowners association related to the residential lots and one of which shall be held by Developer for the development of one hundred condominium units at a later date, subject to additional Village approvals. The legal description of the three Outlots to be resubdivided (the "Property") is attached hereto as **Exhibit A** and incorporated herein by reference. A copy of the Agreement is on file with the Village Clerk and can be viewed at the Village Municipal Building at the address stated above, as can copies of the approved Construction Plans and Specifications relating to the Required Public Improvements to be completed in the Development, all of which are a part of or provided for in the Agreement.
2. The Agreement provides, among other things, the following:
 - a. Developer has undertaken certain obligations under the Agreement to construct various public improvements pursuant to plans and specifications approved by the Village, including, but not limited to, streets, curb and gutter, sanitary and storm sewers, water, street lights, street signs and landscaping (as defined in the Agreement, on the Property and certain adjacent property also owned by Developer commonly known as "Lot 2" in the Village Green Heights Subdivision, and legally described on **Exhibit B** attached hereto and incorporated herein by reference (the "Required Public Improvements").

- b. The Developer has provided a one-year warranty to the Village against any defects in the Required Public Improvements, subject to the terms of the Agreement.
- c. The Developer is obligated under the Agreement to dedicate the Required Public Improvements to the Village after their completion to the satisfaction of the Village.
- d. The Developer has posted an irrevocable, unconditional letter of credit with the Village as security for the Developer's obligations under the Agreement.
- e. The Developer has made various representations, warranties and indemnities in the Agreement regarding, among other things, the environmental condition of the Property and the state of title of the land being dedicated to the Village.
- f. The Developer is obligated under the Agreement to pay various development-related fees to the Village.
- g. Persons acquiring lots in the Development should be aware of **certain restrictions on the issuance of building permits** agreed to by the State of Wisconsin and the Village in a Memorandum of Understanding between the Village and the Wisconsin Department of Transportation ("WI DOT") dated August 4, 2003, as amended by the First Amendment to Memorandum of Understanding dated _____, 2006 (as amended, the "WI DOT-Village MOU"), the terms of which were agreed to by Developer in the Development Agreement, and which are restated here in their entirety:

"29.3. After building permits have been issued for a total of 203 residential units anywhere in the Subdivision, no building or zoning permit shall be issued for the construction of additional residential units until the requirements of Section 35 hereof have been met.

35. Third Point of Access to and from the Development. . . . [B]uilding permits shall not be issued for the construction of more than 203 residential units located anywhere within the Subdivision until the Developer has completed the Third Access Point. "Third Access Point" means either of the following, or whatever other access route that the Village and the Developer may agree upon:

(a) a connection between the Property and 93rd St. to the north of the Property via Cooper Rd., which shall be deemed available for access when all three of the following segments are deemed available for access:

(i) The southern segment, located in the portion of the public street shown on the Final Resubdivision Plat as Cooper Rd. The southern segment shall be deemed available for access when the Phase I Improvements in and under it have been completed by the Developer and conditionally approved by the Village.

(ii) The middle segment, located over an approximately 300 foot portion of the land immediately north of the Property commonly known as the "Ruffolo Property." The middle segment shall be deemed available for access when either:

(A) the Ruffolo Property has been subdivided, and improvements equivalent to the Phase I Improvements have been completed in the public street to be shown on the subdivision plat as Cooper Rd., whether by the developer/owner of the Ruffolo Property or by the Developer on behalf of the developer/owner; or

(B) If the Ruffolo Property has not yet been subdivided, the owner has dedicated to the Village and the Village has accepted, title to the portion of the Ruffolo Property where Cooper Rd. is expected to be located in a future subdivision plat, and improvements equivalent to the Phase I Required Public Street Improvements have been completed in the easement, whether by the developer/owner of the Ruffolo Property or by the Developer on behalf of the developer/owner.

(iii) the northern segment, located on land currently owned by Regency Hill Development Corporation adjacent to the Ruffolo Property (the "Regency Hill Property"). The northern segment shall be deemed available for access when the Regency Hill Property has been subdivided, and improvements equivalent to the Phase I Improvements have been completed in the public street to be shown on the subdivision plat as Cooper Rd. north to the intersection with 93rd St.

(b) if the Cooper Rd. extension to 93rd St. pursuant to Section 35(a) hereof has not been completed, the connection of the Property to Springbrook Rd. (County Highway "ML") to the east of the Property, which shall be deemed available for access when the Developer has completed: (i) the Phase I Improvements in or under the portion of the public street shown on the Final Resubdivision Plat as Main St.; and (ii) a temporary one-lane gravel road across the property to the east of Property, connecting Main St. and Springbrook Rd. (County Highway "ML,"), with a width determined by the Village Fire Chief, in an easement that shall be granted to the Village by the owner of such adjacent property on terms similar to easements granted to the Village for private streets in other subdivisions and on such other terms as the Village may approve."

h. The Developer is required under the Agreement to comply with various performance standards and a schedule for the Developer's construction of the Required Public Improvements.

I The Agreement, as referenced herein, is not intended to benefit or to be enforceable by any person(s) other than the Village and the Developer and their respective successors and assigns as to the Agreement.

j. This Memorandum of Development Agreement is intended for notice purposes only and is not a complete summary of the Agreement. The provisions of this Memorandum shall not be used in interpreting the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

[Signatures appear on next page.]


IN WITNESS WHEREOF, the Developer and the Village have caused this Memorandum of Development Agreement to be signed and dated as of this 2nd day of August, 2006.

VILLAGE GREEN DEVELOPMENT, LLC, a Delaware limited liability company

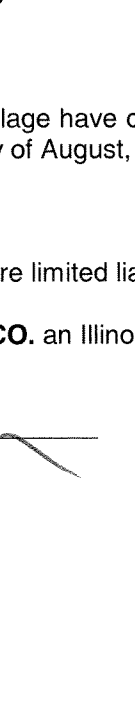
By: **LAND & LAKES DEVELOPMENT CO.** an Illinois corporation,
Its Sole Manager

By: 
Martin S. Hanley, President

VILLAGE OF PLEASANT PRAIRIE

By: 
John P. Steinbrink,
Village President

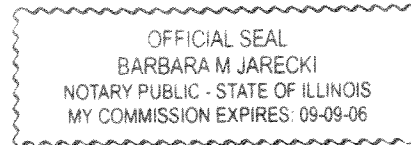
ATTEST:

By: 
Jane M. Romanowski,
Village Clerk/Asst. to the Village Administrator

STATE OF ILLINOIS)
)SS
COOK COUNTY)

This Agreement was acknowledged before me this 7th day of August, 2006 by **Martin S. Hanley**, President of Land & Lakes Development Co., sole Manager of Village Green Development, LLC.

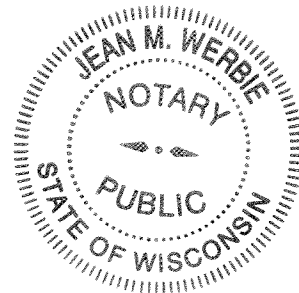
Barbara M. Jarecki
Print Name: Barbara M. Jarecki
Notary Public, Cook County, State of Illinois
My Commission expires: 09-09-06



STATE OF WISCONSIN)
)SS
KENOSHA COUNTY)

This Agreement was acknowledged before me this 7th day of August, 2006 by **John P. Steinbrink, Village President**, and **Jane M. Romanowski, Village Clerk/Assistant to the Village Administrator**, Village President and Clerk, respectively, of the Village of Pleasant Prairie.

Jean M. Werbie
Print Name: Jean M. Werbie
Notary Public: Kenosha County, State of Wisconsin
My Commission expires: 1/17/2010



This Agreement Drafted by:

Jean M. Werbie, Community Development Director
Village of Pleasant Prairie
9915 39th Avenue
Pleasant Prairie, WI 53158

EXHIBIT "A"

OUTLOT 5 AND OUTLOT 3 OF VILLAGE GREEN HEIGHTS FINAL PLAT AND OUTLOT 2 OF CERTIFIED SURVEY MAP NO. 2496, ALL LOCATED IN THE SOUTHWEST (COMPRISED OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER) AND PART OF THE WEST HALF OF THE SOUTHEAST (COMPRISED OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER) OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 22, EAST OF THE FOURTH PRINCIPAL MERIDIAN, MORE FULLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 23; THENCE NORTH 89 DEGREES 48 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 2653.69 FEET, TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89 DEGREES 16 MINUTES 52 SECONDS EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 495.00 FEET; THENCE SOUTH 02 DEGREES 35 MINUTES 45 SECONDS EAST, ALONG THE EAST LINE OF THE WEST 30 ACRES OF THE SOUTHEAST QUARTER OF SAID SECTION 23, 1164.60 FEET; THENCE SOUTH 87 DEGREES 24 MINUTES 14 SECONDS WEST, 209.21 FEET, TO A POINT OF CURVATURE; THENCE WESTERLY, ON A CURVE, TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE NORTHERLY, HAVING A RADIUS OF 3,850.00 FEET, AN ARC DISTANCE OF 286.23 FEET AND A CHORD BEARING SOUTH 89 DEGREES 32 MINUTES 01 SECONDS WEST, A CHORD DISTANCE OF 286.16 FEET, TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY, ALONG SAID REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 31.14 FEET AND A CHORD BEARING SOUTH 47 DEGREES 03 MINUTES 21 SECONDS WEST, A CHORD DISTANCE OF 28.09 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 02 DEGREES 26 MINUTES 54 SECONDS WEST, 249.00 FEET, TO A POINT OF CURVATURE; THENCE SOUTHERLY, ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 467.00 FEET, AN ARC DISTANCE OF 61.42 FEET AND A CHORD BEARING SOUTH 1 DEGREE 19 MINUTES 10 SECONDS EAST, A CHORD DISTANCE OF 61.38 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 05 DEGREES 05 MINUTES 14 SECONDS EAST, 164.77 FEET, TO A POINT OF CURVATURE; THENCE SOUTHERLY, ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 533.00 FEET, AN ARC DISTANCE OF 56.00 FEET AND A CHORD BEARING SOUTH 02 DEGREES 04 MINUTES 39 SECONDS EAST, A CHORD DISTANCE OF 55.97 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 55 MINUTES 57 SECONDS WEST, 100.00 FEET, TO A POINT OF CURVATURE; THENCE SOUTHERLY, ALONG A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 717.00 FEET, AN ARC DISTANCE OF 140.59 FEET AND A CHORD BEARING SOUTH 04 DEGREES 41 MINUTES 05 SECONDS EAST, A CHORD DISTANCE OF 140.36 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 10 DEGREES 18 MINUTES 07 SECONDS EAST, 180.50 FEET; THENCE SOUTH 79 DEGREES 41 MINUTES 53 SECONDS WEST, 224.35 FEET; THENCE NORTH 11 DEGREES 12 MINUTES 34 SECONDS WEST, 294.06 FEET; THENCE NORTH 00 DEGREES 55 MINUTES 57 SECONDS EAST, 278.41 FEET; THENCE NORTH 07 DEGREES 23 MINUTES 41 SECONDS WEST, 190.30 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 03 SECONDS EAST, 172.24 FEET; THENCE NORTH 02 DEGREES 26 MINUTES 54 SECONDS EAST, 238.08 FEET, TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 31.14 FEET AND A CHORD BEARING NORTH 42 DEGREES 09 MINUTES 34 SECONDS WEST, A CHORD DISTANCE OF 28.09 FEET, TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY, ALONG SAID REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 3,850.00 FEET, AN ARC DISTANCE OF 186.22 FEET AND A CHORD BEARING NORTH 85 DEGREES 22 MINUTES 53 SECONDS WEST, A CHORD DISTANCE OF 186.20 FEET, TO A POINT OF TANGENCY; THENCE NORTH 83 DEGREES 59 MINUTES 45 SECONDS WEST, 301.81 FEET, TO A POINT OF CURVATURE; THENCE WESTERLY, ON A CURVE, TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1,950.00 FEET, AN ARC DISTANCE OF 547.66 FEET, A CHORD BEARING SOUTH 87 DEGREES 57 MINUTES 30 SECONDS WEST, A CHORD DISTANCE OF 545.86 FEET, TO A POINT OF

TANGENCY; THENCE SOUTH 79 DEGREES 54 MINUTES 45 SECONDS WEST, 128.46 FEET, TO A POINT OF CURVATURE; THENCE WESTERLY, ON A CURVE, TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,050.00 FEET, AN ARC DISTANCE OF 181.33 FEET AND A CHORD BEARING SOUTH 84 DEGREES 51 MINUTES 36 SECONDS WEST, A CHORD DISTANCE OF 181.11 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 48 MINUTES 27 SECONDS WEST, 213.09 FEET; THENCE NORTH 03 DEGREES 28 MINUTES 27 SECONDS WEST, 100.16 FEET, TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 31.42 FEET AND A CHORD BEARING NORTH 45 DEGREES 11 MINUTES 33 SECONDS WEST, A CHORD DISTANCE OF 28.28 FEET; THENCE NORTH 87 DEGREES 28 MINUTES 09 SECONDS WEST, 80.09 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 32.76 FEET AND A CHORD BEARING SOUTH 46 DEGREES 44 MINUTES 10 SECONDS WEST, A CHORD DISTANCE OF 29.22 FEET, TO A POINT OF COMPOUND CURVATURE; THENCE WESTERLY, ALONG SAID COMPOUND CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1,700.00 FEET, AN ARC DISTANCE OF 114.91 FEET AND A CHORD BEARING NORTH 84 DEGREES 23 MINUTES 56 SECONDS WEST, A CHORD DISTANCE OF 114.89 FEET; THENCE NORTH 07 DEGREES 32 MINUTES 15 SECONDS EAST, 138.85 FEET; THENCE NORTH 76 DEGREES 58 MINUTES 06 SECONDS WEST, 410.92 FEET; THENCE SOUTH 14 DEGREES 24 MINUTES 15 SECONDS WEST, 140.20 FEET; THENCE NORTH 75 DEGREES 35 MINUTES 45 SECONDS WEST, 65.52 FEET, TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ON A CURVE, TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 800.00 FEET, AN ARC DISTANCE OF 46.08 FEET AND A CHORD BEARING NORTH 77 DEGREES 14 MINUTES 46 SECONDS WEST, A CHORD DISTANCE OF 46.07 FEET, TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, ALONG SAID REVERSE CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 26.45 FEET AND A CHORD BEARING NORTH 41 DEGREES 00 MINUTES 58 SECONDS WEST, A CHORD DISTANCE OF 24.56 FEET; THENCE NORTH 76 DEGREES 36 MINUTES 13 SECONDS WEST, 68.85 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 33.76 FEET AND A CHORD BEARING SOUTH 45 DEGREES 12 MINUTES 54 SECONDS WEST, A CHORD DISTANCE OF 29.89 FEET, TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY, ALONG SAID REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET, AN ARC DISTANCE OF 93.58 FEET AND A CHORD BEARING NORTH 89 DEGREES 47 MINUTES 06 SECONDS WEST, A CHORD DISTANCE OF 93.53 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 86 DEGREES 51 MINUTES 50 SECONDS WEST, 34.29 FEET, TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 23; THENCE NORTH 03 DEGREES 08 MINUTES 10 SECONDS WEST, ALONG SAID WEST LINE, 921.77 FEET, TO THE POINT OF BEGINNING, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

(Tax Numbers: 92-4-122-233-0013, 92-4-122-233-0015, 92-4-122-233-0019 and 92-4-122-233-0400)

EXHIBIT B

LOT 2 OF CERTIFIED SURVEY MAP NO. 2496 LOCATED IN THE WEST ½ OF THE SOUTHEAST ¼ AND THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN