

VILLAGE OF LONG GROVE

RESOLUTION NO. 2006-R-37

RESOLUTION APPROVING A SANITARY SEWER RECAPTURE AGREEMENT

WHEREAS, Menard, Inc. ("**Owner**") is the owner, subdivider, and developer of the real property located at the northeast corner of Illinois Route 53 and Lake Cook Road, Long Grove, Illinois ("**Property**"); and

WHEREAS, pursuant to an Annexation and Development Agreement between the Village of Long Grove, Lake Cook, L.L.C., and Menard, Inc. dated April 26, 2005 ("**Annexation Agreement**"), Owner is required to construct and install sanitary sewer improvements on the Property and on other land near the Property and within the corporate boundaries of the Village ("**Improvements**"); and

WHEREAS, the Improvements are intended to be and will be designed and constructed not only to serve the Property, but also to serve other properties in the vicinity of the Property (collectively, the "**Benefited Properties**"); and

WHEREAS, pursuant to the provisions of the Illinois Municipal Code that relate to the financing of public improvements (65 ILCS 5/9-5-1 and 5/9-5-2), other applicable Illinois law, and the terms of the Annexation Agreement, the Village desires to (i) assess a fee upon the owners of the Benefited Properties that fairly and equitably apportions the cost of the Improvements among the owners of the Benefited Properties, including the Property, and (ii) remit those fees to the Owner as reimbursement for the funds expended in connection with the construction of the Improvements; and

WHEREAS, the Village and the Owner desire to enter into an agreement to set forth the terms and conditions for assessment of a recapture fee upon the Benefited Properties and payment of the collected recapture fees to the Owner ("**Sanitary Sewer Recapture Agreement**");

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: Approval. The Sanitary Sewer Recapture Agreement between the Village and the Owner is hereby approved in substantially the form attached to this Resolution as Exhibit A.

Section 2: Authorization; Recordation. The Village President and the Village Clerk of the Village of Long Grove are hereby authorized and directed to execute and attest the Sanitary Sewer Recapture Agreement on behalf of the Village of Long Grove. In accordance with the terms of the Sanitary Sewer Recapture Agreement, the Village Clerk is authorized and directed to record the Sanitary Sewer Recapture Agreement with the Office of the Lake County Recorder.

Section 3: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 12th day of December, 2006.

AYES: (6) Barry, Borawski, Hannon, Klein, Lazakis, and Schmitt

NAYS: (0)

ABSENT: (0)

APPROVED this 12th day of December, 2006.

Village President

ATTEST:

Village Clerk

EXHIBIT A

SANITARY SEWER RECAPTURE AGREEMENT

**THIS DOCUMENT
PREPARED BY AND
AFTER RECORDING
RETURN TO:**

Julie A. Tappendorf
Holland & Knight LLP
131 S. Dearborn Street
30th Floor
Chicago, Illinois 60603

This space reserved for Recorder's use only.

RECAPTURE AGREEMENT

THIS RECAPTURE AGREEMENT ("**Agreement**") is made as of the ____ day of _____, between the VILLAGE OF LONG GROVE, an Illinois municipal corporation ("**Village**"), and MENARD, INC., ("**Owner**"). In consideration of the recitals and mutual covenants and agreements set forth below, the parties hereby agree as follows:

RECITALS

Owner is the owner, subdivider and developer of the real property located at the northeast corner of Illinois Route 53 and Lake Cook Road, Long Grove, Illinois, and legally described in Exhibit 1 attached to this Agreement ("**Property**").

As described in that certain Annexation and Development Agreement between the Village of Long Grove, Lake Cook, L.L.C., and Menard, Inc. dated April 26, 2005 (the "**Annexation Agreement**"), which Annexation Agreement sets forth the terms for developing the Property as a planned unit development, Owner is required to construct and install sanitary sewer improvements on the Property and on other land near the Property and within the corporate boundaries of the Village ("**Improvements**"), as depicted on the plan for the Improvements attached to this Agreement as Exhibit 2 ("**Plan**").

The Improvements are intended to be and will be designed and constructed not only to serve the Property, but also to serve other properties in the vicinity of the Property, which properties are identified in Exhibit 3 attached to this Agreement (collectively, the "**Benefited Properties**" and individually, a "**Benefited Property**").

Owner has agreed, upon completion of construction and installation of the Improvements, to convey all right, title and interest in and to the Improvements to Lake County, Illinois (the "**County**"), and the County has agreed to accept all right, title and interest in and to the Improvements.

Section 8-3-2 of the Long Grove Village Code, Resolution No. 84-R-11, and the Long Grove Comprehensive Plan all provide that individual on-site sanitary systems (septic field systems) are preferred for all residential uses and that sanitary sewers shall only be utilized when they are necessary from a health and welfare standpoint, subject to meeting certain standards contained in these documents. Accordingly, this Agreement does not and shall not obligate the Village to approve any request for connection to the Improvements.

Pursuant to the provisions of the Illinois Municipal Code that relate to the financing of public improvements (65 ILCS 5/9-5-1 and 5/9-5-2), other applicable Illinois law, the terms of this Agreement and the terms of the Annexation Agreement, the Village desires to (i) assess a fee upon the owners of the Benefited Properties that fairly and equitably apportions the cost of the Improvements among the owners of the Benefited Properties, including the Property, and (ii) remit those fees to the Owner as reimbursement for the funds expended in connection with the construction of the Improvements.

The Improvements have been designed to provide a minimum capacity of: (1) 404 P.E.'s of sanitary sewer service of the benefit of the Property; and (2) 2,651 P.E.'s of sanitary sewer service for the benefit of the Benefited Properties. For purposes of this Agreement, "P.E.", which stands for "Population Equivalent", shall have the meaning set forth from time to time at 35 Illinois Admin. Code 301.345.

Based on the review and approval of the Village Engineer, the parties hereto estimate that the Owner will expend \$3,843,138.08 in connection with the construction of the Improvements, as detailed on Exhibit 4 attached to this Agreement, which costs will benefit the Property and the Benefited Properties ("**Estimated Cost**"). The parties also agree that the amount of recapture provided for herein shall be based upon the "Certified Cost" (as hereinafter defined) to Owner of constructing the Improvements.

DEDICATION OF IMPROVEMENTS AND RECORDATION

Dedication of Public Improvements. Upon completion of the Improvements to the satisfaction of the County, the Owner agrees to dedicate to the County the Improvements. The Owner's satisfaction of the obligations in this Section 2 shall be prerequisites to the Village's performance under this Agreement.

Recordation. After the acceptance by the County of the Improvements to be so dedicated, the Village shall record this Agreement with the Office of the Lake County Recorder.

CALCULATION AND PAYMENT OF RECAPTURE

Certified Cost. The "**Certified Cost**" of constructing the Improvements shall mean the actual cost that the Owner incurs or has incurred in engineering, constructing and providing for the operation of the Improvements, as certified by the Owner to the Village and reasonably approved by the Village Engineer. The Certified Cost shall include, but not be limited to, the following: (i) the engineering expense for preparation of the plans and specifications for the Improvements; (ii) the expense of supervising the construction of the Improvements; (iii) any other engineering costs and expenses incurred with respect to the Improvement by the Village and the Owner; (iv) legal fees incurred by the Owner after the date of this Agreement in connection with the construction of the Improvements; (v) the total face amount of any and all contracts and agreements entered into by or on behalf of the Owner for the construction of the Improvements and all authorized extra expenditures made pursuant thereto, including, without limitation, any and all reasonable interest which may accrue on payments due under such contracts; (vi) any and all permit fees, plan review and inspection fees (including those paid in connection with the construction of the Improvements), and other fees with respect to the Improvements imposed or collected by the Village or any other governmental agencies having jurisdiction over the Property and the Benefited Properties; (vii) any and all sums of money paid by the Owner as and for reasonable interest on a construction or interim loan obtained in connection with the construction of the Improvements; and (viii) any and all costs and expenses paid or incurred by the Owner in connection with the repair or replacement of the Improvements prior to the County's acceptance of the same.

Allocation of Costs. The cost of the Improvements shall be allocated between the Property and the Benefited Properties, with the allocation being estimated to be equal to \$1,144.16 for each P.E. that is developed within the

Property and the Benefited Property based upon the Estimated Cost, which amount shall be finally determined based upon the Certified Cost ("**Recapture Amount**"). The number of P.E.'s anticipated to be generated by each of the Benefited Properties shall be determined as follows: (i) each detached single-family dwelling unit existing or to be constructed shall be assumed to generate 3.5 P.E.; (ii) each attached single-family dwelling unit or multiple-family dwelling unit existing or to be constructed shall be assumed to generate 2.8 P.E.; and (iii) each acre of land developed or to be developed with commercial, industrial or other uses shall be assumed to generate 10.0 P.E. per acre. Fractional P.E.'s shall be rounded up to the nearest whole number for purposes of undertaking the aforesaid calculations.

Recapture Fee. The Owner shall have the right to be reimbursed the portion of the Certified Cost allocable to the Benefited Property through the collection of a Recapture Fee (as hereinafter defined) from the owners and developers of Benefited Property who connect improvements located on their land to the Improvements. The owner or the developer of the Benefited Property, or any portion thereof, seeking to connect to the Improvements shall be required to pay a recapture fee equal to (i) the Recapture Amount, plus (ii) simple interest on the Recapture Amount calculated at a rate of two percent (2%) above the Prime Rate of Interest, with the "Prime Rate of Interest" meaning that rate of interest announced from time to time in Chicago, Illinois by LaSalle National Bank of Chicago as its so-called "prime" or "base" rate of interest, computed from the date of acceptance of the Improvements by the County until the date of payment of the Recapture Fee; (iii) the proportion of all administrative, engineering, and legal expenses incurred by the Village in connection with the review, drafting, and processing of documents related to this Agreement equal to the proportion that the Recapture Amount bears to the Certified Cost, and (iv) a collection charge of three percent of items (i) and (ii) above (collectively, the "**Recapture Fee**"). The Recapture Fee shall be paid by the owner or the developer of the Benefited Property seeking to connect to the Improvements upon the earlier of either: (x) the connection of that Benefited Property to the Improvements; or (y) the recordation of a final plat of subdivision for a Benefited Property; or (z) the issuance of any building permit for a Benefited Property. For purposes of this Subsection C, (1) the Prime Rate of Interest, for purposes of determining the amount of interest coming due on each Recapture Fee, shall be adjusted annually to the Prime Rate of Interest existing on January 2 of each year following the date of the County's acceptance of the Improvements (an "**Adjustment Date**"); and (2) if the Prime Rate of Interest on any Adjustment Date exceeds eleven percent (11%), then the rate of interest applied to Recapture Fees for that year shall be eleven percent (11%) per annum.

Payment to the Owner. Subject to the provisions of Section 5 of this Agreement, within 45 days after receipt of the Recapture Fee from the owner or the developer of any portion of the Benefited Property, the Village shall pay to the

Owner an amount equal to the Recapture Amount plus the amount of such Recapture Fee attributable to interest accrued pursuant to Subsection C above.

Personal Right to Reimbursement. The right to receive reimbursement of the Recapture Amount, plus any interest thereon or other amounts authorized under this Agreement, as well as all other rights, responsibilities, and remedies under this Agreement, are the personal rights, responsibilities, and remedies of the Owner and shall not run with the ownership of the Property.

Payment of Estimated Cost. If a Benefited Property becomes subject to the payment of a Recapture Fee hereunder and the Certified Cost is not then known by the parties hereto, then such payment shall be based upon the Estimated Cost, and such payment shall be subject to reparation (and refund to or additional payment by the payor of such Recapture Fee, as appropriate) once the Certified Cost of constructing the Improvements is known by the parties hereto. If such fee payor fails or refuses to pay any additional payment of a Recapture Fee that such fee payor is required to pay, then the Owner shall have the right to maintain an action at law for the collection of such additional payment and to file a lien against the Benefited Property owned or being developed by such fee payor in the amount of the unpaid Recapture Fee, and to foreclosure such lien in the manner provided by law for the foreclosure of judgment liens.

RIGHT TO CONNECT

Requirements for Connection. The Benefited Properties shall only be allowed to connect to the Improvements in accordance with the Village Code and all applicable ordinances, rules, and regulations of the Village relating to that connection, including without limitation the payment of any costs and charges ordinarily imposed by the Village and the payment of the Recapture Fee in accordance with this Agreement. The Village agrees that none of the Benefited Properties shall be entitled to connect to the sanitary sewer system except through the Improvements. Each of the Benefited Properties shall be entitled to no more than one point of connection to each of the Improvements, unless otherwise approved by the Village Engineer.

Payment of Recapture Fee. The Village agrees that any annexation, pre-annexation or other agreement related to the development of land entered into after the date of this Agreement with any owner or developer of any of the Benefited Properties that are not now within the corporate limits of the Village shall contain specific provisions requiring said owner or developer to pay such owner's or developer's proportionate share of the Recapture Fees and interest herein provided for, to the extent that they elect to connect their properties to the Improvements,

and waiving any right to contest the legality or enforceability of: (i) this Agreement, and (ii) their obligation to pay such Recapture Fees and interest in the event of such connection.

VILLAGE'S COLLECTION OF RECAPTURE FEES; LIMITATIONS OF VILLAGE OBLIGATIONS

Village as Collection Agent. The Village shall act as a collection agent for the Owner under the terms of this Agreement, and the Village shall have no obligation to deliver any Recapture Amount to the Owner except to the extent that the owner or the developer of the Benefited Property pays the Recapture Fee and any applicable interest (or portion thereof) to the Village. The Village shall have the right to retain from the amounts collected the difference between the Recapture Fee and the Recapture Amount plus interest ("**Village Administrative and Collection Amount**"). In the event that the owner or the developer of the Benefited Property pays less than the full Recapture Fee, then such Recapture Fee shall be deemed to have been a payment in equal proportion of the Recapture Amount and the Village Administrative and Collection Amount.

Reimbursements to the Owner. Any Recapture Amounts (and interest thereon) collected by the Village shall be reimbursed to the Owner within 45 days after receipt thereof.

Collection Actions. In the event that the owner or developer of the Benefited Property fails to pay the Recapture Fee and applicable interest when due pursuant to Subsection 3.C of this Agreement, the Village shall notify the Owner of such failure ("**Non-Payment Notice**"). Thereupon, the Village may, but is not in any way obligated to, undertake such actions as it deems appropriate to seek collection of the unpaid Recapture Fee unless the Owner notifies the Village within 35 days after the Non-Payment Notice that it shall pursue collection efforts directly ("**Enforcement Notice**"). If the Village or the Owner pursues collection actions under this Section, the Village or the Owner shall be entitled to recover from the owner or the developer of the Benefited Property reasonable expenses incurred (including attorneys' fees) in collecting the Recapture Fee ("**Collection Expenses**"). To the extent the recovery from any collection action is less than the total of the Recapture Fee, interest, and Collection Expenses, then such recovery shall be deemed to have been a payment in equal proportion of the Collection Expenses and the Recapture Fee.

D. **Limitations on Connection and Development of Benefited Property.** Subject to the limitations contained in Subsection 5.E of this Agreement, the Village agrees that if the Recapture Fee due for a Benefited

Property has not been paid, then no Benefited Property shall be permitted or authorized to (i) connect such Benefited Property to the Improvements, (ii) have the final plat of subdivision recorded for such Benefited Property, or (iii) have any building permit issued for such Benefited Property. Both the Village and the Owner shall have the right to enforce this Subsection 5.D, which right shall include the Owner's right to enjoin the connection of the Benefited Property to the Improvements, the recordation of a final plat of subdivision, or the issuance of a building permit, which the Village agrees not to oppose.

E. **Limitation on Village Enforcement Responsibility.** The Village's failure either to collect or to pursue a collection action for recovery of Recapture Fees, or to impose the limitations on connection, subdivision or permitting of property improvements set forth above in Section 5.D. hereof, shall not be a breach of the Village's obligations under this Agreement. The Owner shall have no cause of action in either law or equity to compel the Village to enforce the terms of this Agreement against any Benefited Property in the event the owner or the developer of the Benefited Property fails to pay the Recapture Fee, or any portion of the Recapture Fee, for any reason whatsoever; provided, however, that, subject to the delivery of an Enforcement Notice pursuant to Subsection 5.C, the Owner shall have the right, but not the obligation, to seek enforcement of this Agreement in either law or equity against any owner or the developer of the Benefited Property on behalf of itself and the Village.

LIMITATION ON VILLAGE'S OBLIGATION REGARDING FEES

The Village's obligation to deliver to the Owner the Recapture Amount collected pursuant to this Agreement constitutes a limited obligation of the Village. This obligation does not, and will never, constitute a general indebtedness of the Village within the meaning of the Illinois constitutional or statutory provisions and shall not give rise to any pecuniary liability of the Village or a charge against its general credit or taxing power.

INDEMNIFICATION

The Owner shall, and does hereby agree to, hold harmless and indemnify the Village, its corporate authorities, and all of the Village's 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 these parties in connection with this Agreement. The Owner shall, and does hereby agree to, pay all expenses, including legal fees and administrative expenses, incurred by the Village in defending itself with regard to any and all of the claims indemnified under this Section 7.

BOOKS AND RECORDS

The Village shall maintain complete books and records showing all Recapture Fees (including interest) collected by it pursuant to this Agreement, as well as books and records regarding reimbursement payments, administrative and collection amounts, and Collection Expenses as provided for in this Agreement. The Owner shall maintain complete books and records showing all Approved Total Costs, as well as Recapture Fees (including interest) and Collection Expenses relating to any enforcement action brought by the Owner pursuant to Section 5 of this Agreement.

DEFAULT; REMEDIES

Default. In the event of any default by any party under this Agreement, the non-defaulting party, or parties, shall promptly notify the defaulting party of the default, and the defaulting party shall thereafter have 30 days within which to cure the default. The 30-day period shall be extended if the defaulting party has promptly initiated the cure of the default and is diligently pursuing the cure to completion. If the defaulting party has not effected a cure within the 30-day period (as it may be extended pursuant to this paragraph), the non-defaulting party, or parties, may seek any remedies in accordance with this Agreement.

Remedies. The parties to this Agreement may in law or in equity enforce or compel the performance of this Agreement, and shall otherwise have all remedies provided by applicable laws, except that the Owner shall not seek or recover monetary damages against the Village or any of its officers, officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement, other than recovery of Recapture Amounts and applicable interest collected by the Village under this Agreement. Notwithstanding this limitation on money damages, the prevailing party in any judicial or administrative proceeding brought for enforcement or breach of any provision of this Agreement shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with the judicial or administrative proceeding.

Defense. The Village and the Owner shall each have the right, but not the obligation, to defend the validity of this Agreement against any challenge.

GENERAL PROVISIONS

Notice. All notices 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, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Long Grove
31W RFD
Long Grove, Illinois 60047
Attn: Village Manager

With a copy to:

Holland & Knight LLP
131 S. Dearborn, 30th Floor
Chicago, Illinois 60603
Attn: Julie A. Tappendorf

Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Menard, Inc.
4777 Menard Drive
Eau Claire, Wisconsin 54703
Attn: Vice President – Real Estate

With a copy to:

DLA Piper Rudnick Gray Cary US LLP

203 North LaSalle Street, Suite 1900
Chicago, Illinois 60601-1293
Paul W. Shadle

Time of the Essence. Time is of the essence in the performance of this Agreement.

Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.

Waiver. The Village and the Owner shall be under no obligation to exercise any of the rights granted to them in this Agreement except as either shall determine to be in its best interest from time to time. The failure of the Village or the Owner to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Owner's right to enforce such rights or any other rights.

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.

Provisions Severable. It is hereby expressed to be the intent of the parties to this Agreement that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be 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.

Entire Agreement. This Agreement constitutes the entire agreement between the parties and supercedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

Grammatical Usage and Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

Calendar Days and Time. Unless otherwise expressly provided to the contrary, any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or

the performance of any obligation hereunder falls on a Saturday, Sunday, or Federal holiday, then that notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or Federal holiday.

Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

Exhibits. Exhibits 1 through 4 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.

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

Changes in Laws. Unless otherwise provided in this Agreement, any reference to the Village Code, State Law, or Federal Law shall be deemed to include any modifications of, or amendments to, such laws that may occur in the future.

Authority to Execute. The Village hereby warrants and represents to the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities. The Owner hereby warrants and represents to the Village (i) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement, (ii) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (iii) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or (b) violate any statute, law, restriction, court order, or agreement to which the Owner is subject.

No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Village or the Owner.

Term. This Agreement shall remain in full force and effect until the earlier of (i) such time as the Recapture Fees (plus interest and other charges as provided in this Agreement) have been paid and delivered in accordance with the terms of this Agreement; or (ii) twenty years after the date of this Agreement.

Notwithstanding the foregoing, the agreements, representations, and responsibilities set forth in Sections 2, 7, and 9 of this Agreement shall survive the termination periods set forth in this Section 10.P.

Recording. Upon the execution of this Agreement by the parties, the Village shall cause this Agreement to be duly recorded in the office of the Lake County Recorder. Upon the request of any owner or developer of a Benefited Property at any time after full payment has been made of the Recapture Fee and any interest or other charges due pursuant to this Agreement, the Village and the Owner agree to execute and deliver for recording a release of this Agreement as it affects such Benefited Property.

Counterparts. This Agreement may be executed in counterparts, each of which, when executed, shall constitute an original document, which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

ATTEST:

VILLAGE OF LONG GROVE, an Illinois municipal corporation

Village Clerk

By: _____
Village President

ATTEST:

MENARD, INC.

By: _____
Its: _____

ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

This instrument was acknowledged before me on _____, _____, by _____, the Village President of THE VILLAGE OF LONG GROVE, an Illinois home rule municipality, and by _____, the Village Clerk of said municipal corporation.

Given under my hand and official seal this _____ day of _____, ____/

Notary Public

My Commission expires: _____

SEAL

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, by _____ of Menard, Inc., which individual is known to me to be the identical person who signed the foregoing instrument and that he/she executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of the entity, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____.

Given under my hand and official seal this _____ day of _____, ____/

Notary Public

My Commission expires: _____

SEAL

exhibit 1

Legal Description of the Property

PARCEL 1:

LOT 1 IN SHANSKE TERRACE, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 1957 AS DOCUMENT 975578, IN BOOK 1592 OF RECORDS, PAGE 391, IN LAKE COUNTY, ILLINOIS.

PIN: 14-35-401-001

PARCEL 2:

THE NORTH 230 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (AS MEASURED ALONG THE EAST LINE THEREOF) (EXCEPT THAT PART THEREOF WHICH LIES WEST OF THE CENTER OF STATE ROAD 53 AS NOW LOCATED) IN SECTION 35, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PIN: 14-35-400-016

PARCEL 3:

THAT PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35 WITH A LINE THAT IS 50 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF HICKS ROAD (STATE ROAD NO. 53); THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE TO A POINT 550 FEET NORTHEASTERLY OF AND 50 FEET SOUTHEASTERLY OF THE POINT OF INTERSECTION OF THE CENTERLINE OF HICKS ROAD WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION (AS MEASURED ALONG THE CENTERLINE OF HICKS ROAD AND ON THE PROLONGATION OF A RADIAL LINE THERETO); THENCE CONTINUING SOUTHEASTERLY ALONG A LINE 10 FEET; THENCE SOUTHWESTERLY ALONG A LINE 60 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF HICKS ROAD TO A POINT 325 FEET NORTHEASTERLY OF AND 60 FEET SOUTHEASTERLY OF THE POINT OF INTERSECTION OF THE CENTERLINE OF HICKS ROAD WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION (AS MEASURED ALONG THE CENTERLINE OF HICKS ROAD AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE,

10 FEET; THENCE SOUTHWESTERLY ON A LINE 70 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF HICKS ROAD TO ITS INTERSECTION WITH A LINE 80 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE EAST ON THE LAST DESCRIBED PARALLEL LINE TO A POINT 565.76 FEET WEST OF AND 80 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35 (AS MEASURED ON THE SOUTH LINE THEREOF AND ON A LINE AT RIGHT ANGLES THERETO); THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 10 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, TO THE WEST LINE OF THE EAST 80 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH ALONG THE WEST LINE OF THE EAST 80 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS;

PIN: 14-35-400-022
14-35-400-024

PARCEL 4A:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING WEST OF A LINE 417.65 FEET WEST OF AND PERPENDICULAR TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT BEING DESCRIBED AS FOLLOWS: THE SOUTH 191.5 FEET (AS MEASURED ALONG THE EAST LINE THEREOF) OF THE FOLLOWING DESCRIBED PROPERTY: THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE NORTH 230 FEET THEREOF AS MEASURED ALONG THE EAST LINE THEREOF AND EXCEPT THAT PART THEREOF WHICH LIES WEST OF THE CENTER OF STATE ROAD 53 AS NOW LOCATED) IN SECTION 35, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PIN: 14-35-400-017

PARCEL 4B:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING EAST OF A LINE 417.65 FEET WEST OF AND PERPENDICULAR TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 45 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT BEING DESCRIBED AS FOLLOWS: THE SOUTH 191.5 FEET (AS MEASURED ALONG THE EAST LINE THEREOF) OF THE FOLLOWING DESCRIBED PROPERTY: THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (EXCEPT THE NORTH 230 FEET THEREOF AS MEASURED ALONG THE EAST LINE THEREOF AND EXCEPT THAT PART THEREOF WHICH LIES WEST OF THE CENTER LINE OF STATE ROAD 53 NOW

LOCATED) IN SECTION 35, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PIN: 14-35-400-018

PARCEL 5:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36 AND THE EAST 80.00 FEET OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, ALL IN TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

SAVE AND EXCEPT, HOWEVER, FROM THE ABOVE DESCRIBED PARCELS, THE FOLLOWING DESCRIBED PORTION THEREOF:

THOSE PARTS OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, ALL IN TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35 AFORESAID; THENCE WEST, ON THE SOUTH LINE THEREOF, TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 80 FEET OF SAID SOUTHEAST QUARTER; THENCE NORTH, ON SAID WEST LINE, 283 FEET; THENCE EASTERLY TO A POINT THAT IS 288.24 FEET EAST OF AND 283 FEET NORTH OF THE PLACE OF BEGINNING (AS MEASURED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36 AFORESAID AND ON A LINE AT RIGHT ANGLES THERETO); THENCE NORTHERLY TO A POINT 731.81 FEET NORTHWESTERLY OF AND 250 FEET SOUTHWESTERLY OF THE INTERSECTION OF THE SOUTH LINE OF SECTION 36 AFORESAID WITH THE LOCATED TRANSIT LINE OF F.A. ROUTE 61 (NOW KNOWN AS F.A. ROUTE 432) AS SHOWN ON THE PLAT OF SURVEY OF FEDERAL AID ROUTE 61 RECORDED JUNE 22, 1971 AS DOCUMENT 1508620 IN THE LAKE COUNTY RECORDER'S OFFICE IN LAKE COUNTY, ILLINOIS, SAID TRANSIT LINE HEREINAFTER REFERRED TO AS THE CENTERLINE OF F.A. ROUTE 432 (THE FOREGOING DIMENSIONS BEING MEASURED ON THE CENTERLINE OF F.A. ROUTE 432 AFORESAID AND ON A LINE AT RIGHT ANGLES THERETO); THENCE EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, TO THE WEST LINE OF 66-FOOT HICKS ROAD; THENCE SOUTH, ON SAID WEST LINE, TO THE SOUTH OF SAID SOUTHWEST QUARTER; THENCE WEST ON SAID SOUTH LINE TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PINS: 14-36-300-004

14-36-300-034

14-35-400-029

EXHIBIT 2

Plan

EXHIBIT 3

Benefited Properties

Proposed Menards Development, Long Grove, Illinois
P.I.N. List for Sanitary Sewer Service Area
 Prepared February 28, 2006

No.	P.I.N.	Property Address
1	15-30-301-004	1202 Grant Pl
2	15-30-301-003	1204 Grant Pl
3	15-30-301-002	1206 Grant Pl
4	15-30-301-001	1208 Grant Pl
5	15-30-301-005	1210 Grant Pl
6	15-30-301-006	1209 Grant Pl
7	15-30-301-007	1207 Grant Pl
8	15-30-301-009	1205 Grant Pl
9	15-30-301-008	1203 Grant Pl
10	15-30-301-010	1218 Schaeffer Rd
11	15-30-301-011	1220 Schaeffer Rd
12	15-30-301-012	1232 Manassas Ln
13	15-30-301-013	1230 Manassas Ln
14	15-30-301-014	1228 Manassas Ln
15	15-30-301-015	1226 Manassas Ln
16	15-30-301-016	1222 Manassas Ln
17	15-30-302-001	1234 Manassas Ln
18	15-30-302-002	1233 Manassas Ln
19	15-30-302-003	1231 Manassas Ln
20	15-30-302-004	1229 Manassas Ln
21	15-30-302-005	1227 Manassas Ln
22	15-30-302-006	1225 Manassas Ln
23	15-30-302-007	1223 Manassas Ln
24	15-30-302-008	1236 Schaeffer Rd
25	15-30-300-004	Hwy 53
26	15-31-100-001	Sumter Dr
27	15-30-303-011	1240 Antietam Dr
28	15-30-303-010	1242 Antietam Dr
29	15-30-303-009	1244 Antietam Dr
30	15-30-303-008	1246 Antietam Dr
31	15-30-303-007	1248 Antietam Dr
32	15-30-303-006	1250 Antietam Dr
33	15-30-303-005	1251 Antietam Dr
34	15-30-303-001	1249 Antietam Dr
35	15-30-303-002	1247 Antietam Dr
36	15-30-303-004	1245 Antietam Dr
37	15-30-303-003	1254 Pottawatomie Ct
38	14-25-405-002	1258 Pottawatomie Ct
39	14-25-405-001	1260 Pottawatomie Ct
40	14-25-405-003	1262 Pottawatomie Ct
41	14-25-405-004	1261 Pottawatomie Ct
42	14-25-405-005	1259 Pottawatomie Ct
43	15-30-304-001	1257 Pottawatomie Ct
44	15-30-304-002	1255 Pottawatomie Ct
45	15-30-304-003	1253 Antietam Dr
46	15-30-304-004	1241 Antietam Dr
47	15-31-108-006	1238 Antietam Dr
48	15-31-108-007	1237 Antietam Dr
49	15-31-108-005	1239 Antietam Dr

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No.	P.I.N.	Property Address
50	15-31-108-008	1568 Schaeffer Rd
51	15-31-108-009	1570 Schaeffer Rd
52	15-31-108-013	1720 Holly Ct
53	15-31-108-012	1722 Holly Ct
54	15-31-108-011	1724 Holly Ct
55	15-31-108-010	1726 Holly Ct
56	15-31-108-001	1728 Holly Ct
57	15-31-108-002	1730 Holly Ct
58	15-31-108-003	1729 Holly Ct
59	15-31-108-004	1727 Holly Ct
60	15-31-106-019	1731 Tanager Way
61	15-31-106-020	1725 Holly Ct
62	15-31-106-021	1723 Holly Ct
63	15-31-106-022	1721 Holly Ct
64	15-31-106-001	1484 Meadowlark Dr
65	15-31-106-006	1476 Meadowlark Dr
66	15-31-106-005	1478 Meadowlark Dr
67	15-31-106-004	1480 Meadowlark Dr
68	15-31-106-003	1482 Meadowlark Dr
69	15-31-106-002	1483 Meadowlark Dr
70	15-31-106-007	1481 Meadowlark Dr
71	15-31-106-008	1479 Meadowlark Dr
72	15-31-106-009	1477 Meadowlark Dr
73	15-31-106-010	1475 Meadowlark Dr
74	15-31-106-015	1486 Schaeffer Rd
75	15-31-106-016	1488 Schaeffer Rd
76	15-31-106-017	1490 Schaeffer Rd
77	15-31-106-018	1492 Schaeffer Rd
78	15-31-106-014	1494 Countryside Ln
79	15-31-106-013	1493 Countryside Ln
80	15-31-106-012	1495 Countryside Ln
81	15-31-106-011	1491 Countryside Ln
82	15-31-301-001	1713 Brookside Ln
83	15-31-301-002	1711 Brookside Ln
84	15-31-301-003	1703 Edgewood Ln
85	15-31-301-006	1705 Edgewood Ln
86	15-31-301-005	1715 Brookside Ln
87	15-31-301-007	1707 Edgewood Ln
88	15-31-301-008	1709 Edgewood Ln
89	15-31-301-004	1701 Edgewood Ln
90	15-31-300-002	1850 Checker Rd
91	15-31-302-001	1870 Pheasant Run
92	15-31-300-003	1854 Checker Rd
93	15-31-302-002	1868 Pheasant Run
94	15-31-302-003	1866 Pheasant Run
95	15-31-302-005	1864 Pheasant Run
96	15-31-302-004	1856 Pheasant Run
97	15-31-302-006	1858 Pheasant Run
98	15-31-302-007	1860 Pheasant Run

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No.	P.I.N.	Property Address
99	15-31-302-008	1862 Pheasant Run
100	15-31-107-001	1485 Schaeffer Rd
101	15-31-103-016	1853 Cardinal Ln
102	15-31-103-017	1855 Cardinal Ln
103	15-31-103-018	1857 Cardinal Ln
104	15-31-103-019	1859 Cardinal Way
105	15-31-103-014	1582 Dawn Ct
106	15-31-103-015	1584 Dawn Ct
107	15-31-103-013	1585 Dawn Ct
108	15-31-103-012	1583 Dawn Ct
109	15-31-103-010	1578 Roanoke Ct
110	15-31-103-011	1580 Roanoke Ct
111	15-31-103-009	1581 Roanoke Ct
112	15-31-103-008	1579 Roanoke Ct
113	15-31-103-005	1572 Holly Ct
114	15-31-103-006	1574 Holly Ct
115	15-31-103-007	1576 Holly Ct
116	15-31-103-004	1577 Holly Ct
117	15-31-103-003	1575 Holly Ct
118	15-31-103-002	1573 Holly Ct
119	15-31-103-001	1571 Schaeffer Rd
120	14-36-105-003	Lexington Dr
121	14-36-201-010	E Cumberland Cir
122	14-35-400-022	0 Hwy 53
123	14-35-400-024	20101 N Hwy 53
124	14-35-400-031	0 Hwy 53
125	14-35-400-029	0 Hwy 53
126	14-36-300-026	0 Old Hicks Rd
127	14-36-300-034	0 Checker Rd
128	14-35-400-018	2787 Hwy 53
129	14-35-400-017	2789 Hwy 53
130	14-35-401-001	0 Hwy 53
131	14-35-400-016	2785 Hwy 53
132	14-35-400-038	0 Hwy 53
133	14-35-400-037	20400 N Hwy 53
134	14-35-400-040	0 Hwy 53
135	14-36-300-004	0 Old Hicks Rd
136	14-36-300-003	0 Old Hicks Rd
137	14-35-400-042	20020 W Dorothy Ln
138	14-35-400-041	20012 W Dorothy Ln
139	14-36-300-038	19919 W Dorothy Ln
140	14-36-300-037	20348 N Old Hicks Rd
141	14-36-300-039	20470 N Old Hicks Rd
142	14-35-204-002	0 Hwy 53
143	14-35-204-003	0 Hwy 53
144	14-35-204-001	20542 N Hwy 53
145	14-35-204-004	0 Hwy 53
146	14-35-200-010	20642 N Hwy 53
147	14-35-200-011	20740 N Hwy 53

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No.	P.I.N.	Property Address
148	14-35-203-001	20730 N Hwy 53
149	14-35-205-005	0 Hwy 53
150	14-35-205-006	20042 W Dorothy Ln
151	14-35-200-016	20631 N Hwy 53
152	14-36-100-004	19860 W Checker Rd
153	14-35-200-015	20727 N Hwy 53
154	14-36-100-003	20700 N Hicks Rd
155	14-36-107-003	2609 Wynncrest Dr
156	14-36-107-002	2611 Wynncrest Dr
157	14-36-107-001	2613 Wynncrest Dr
158	14-36-107-004	2607 Wynncrest Dr
159	14-36-107-005	2605 Wynncrest Dr
160	14-36-107-006	2603 Wynncrest Dr
161	14-36-107-007	2601 Wynncrest Dr
162	14-36-108-001	2608 Wynncrest Dr
163	14-36-108-002	2606 Wynncrest Dr
164	14-36-303-006	2363 Checker Rd
165	14-36-303-005	2361 Old Hicks Rd
166	14-36-303-004	2359 Old Hicks Rd
167	14-36-303-001	2365 Checker Rd
168	14-36-303-002	2367 Checker Rd
169	14-36-300-012	2369 Checker Rd
170	14-36-300-013	2373 Checker Rd
171	14-36-300-014	2371 Checker Rd
172	14-36-304-002	2377 Checker Rd
173	14-36-304-001	2375 Checker Rd
174	14-36-303-003	2357 Old Hicks Rd
175	14-36-301-004	2349 Bayberry Ln
176	14-36-301-005	2353 Bayberry Ln
177	14-36-301-006	2355 Bayberry Ln
178	14-36-106-010	Lincoln Ave
179	14-36-301-003	2351 Bayberry Ln
180	14-36-301-002	2347 Bayberry Ln
181	14-36-301-001	2345 Old Hicks Rd
182	14-36-106-008	2343 Old Hicks Rd
183	14-36-106-007	2341 Old Hicks Rd
184	14-36-106-009	0 Coach Rd
185	14-36-106-006	2329 Coach Rd
186	14-36-106-005	2327 Coach Rd
187	14-36-106-004	2325 Coach Rd
188	14-36-106-003	2323 Coach Rd
189	14-36-106-002	2321 Coach Rd
190	14-36-106-001	2319 Coach Rd
191	14-36-104-005	2330 Old Hicks Rd
192	14-36-104-009	2320 Coach Rd
193	14-36-104-008	2318 Coach Rd
194	14-36-104-004	2339 Old Hicks Rd
195	14-36-104-003	2337 Old Hicks Rd
196	14-36-104-007	2316 Coach Rd

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No.	P.I.N.	Property Address
197	14-36-104-006	2314 Coach Rd
198	14-36-104-002	2335 Old Hicks Rd
199	14-36-104-001	2312 Old Hicks Rd
200	14-36-108-003	2604 Wynncrest Dr
201	14-36-108-004	2602 Wynncrest Dr
202	14-36-108-005	2600 Wynncrest Dr
203	14-36-100-002	2308 Old Hicks Rd
204	14-36-101-001	2307 Old Hicks Rd
205	14-36-101-002	2309 Old Hicks Rd
206	14-36-101-003	2311 Old Hicks Rd
207	14-36-101-004	2313 Coach Rd
208	14-36-101-005	2315 Coach Rd
209	14-36-101-006	2317 Coach Rd
210	14-36-100-005	Lexington Dr
211	14-36-102-005	2403 W Cumberland Cir
212	14-36-102-004	2405 W Cumberland Cir
213	14-36-102-003	2407 W Cumberland Cir
214	14-36-102-002	2409 W Cumberland Cir
215	14-36-102-001	2411 W Cumberland Cir
216	14-25-310-001	2413 W Cumberland Cir
217	14-25-310-002	2415 W Cumberland Cir
218	14-25-404-001	2417 E Cumberland Cir
219	14-36-201-001	2419 E Cumberland Cir
220	14-36-201-002	2421 E Cumberland Cir
221	14-36-201-003	2423 E Cumberland Cir
222	14-36-201-004	2425 E Cumberland Cir
223	14-36-103-008	2424 Cumberland Cir
224	14-36-103-007	2422 W Cumberland Cir
225	14-36-103-006	2420 W Cumberland Cir
226	14-36-103-005	2412 W Cumberland Cir
227	14-36-103-001	2410 W Cumberland Cir
228	14-36-103-002	2408 Cumberland Cir
229	14-36-103-003	2406 Cumberland Cir
230	14-36-103-004	2404 W Cumberland Cir
231	14-36-105-001	2400 Lexington Dr
232	14-36-105-002	2402 Lexington Dr
233	14-36-204-001	2426 Lexington Dr
234	14-36-204-002	2428 Lexington Dr
235	14-36-204-007	2430 Lexington Dr
236	14-36-204-006	2432 Federal Ct
237	14-36-105-004	2434 Federal Ct
238	14-36-100-006	Lexington Dr
239	14-36-105-005	2436 Federal Ct
240	14-36-205-001	2438 Federal Ct
241	14-36-205-002	2437 Lexington Dr
242	14-36-200-003	Lexington Dr
243	14-36-201-009	2435 Lexington Dr
244	14-36-201-008	2433 Lexington Dr
245	14-36-201-007	2431 Lexington Dr

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No.	P.I.N.	Property Address
246	14-36-201-006	2429 Lexington Dr
247	14-36-201-005	2427 Lexington Dr
248	14-36-200-001	Lexington Dr
249	14-36-404-006	2524 Lincoln Ave
250	14-36-404-005	2522 Lincoln Ave
251	14-36-404-004	2520 Lincoln Ave
252	14-36-404-003	2518 Lincoln Ave
253	14-36-404-002	2516 Lincoln Ave
254	14-36-404-001	2514 Lincoln Ave
255	14-36-302-004	2511 Cavalry Ct
256	14-36-302-003	2513 Cavalry Ct
257	14-36-302-002	2512 Cavalry Ct
258	14-36-302-001	2510 Cavalry Ct
259	14-36-401-001	2508 Lincoln Ave
260	14-36-206-004	2506 Lincoln Ave
261	14-36-206-003	2504 Lincoln Ave
262	14-36-206-002	2502 Lincoln Ave
263	14-36-206-001	2440 Lexington
264	14-36-207-002	2503 Lincoln Ave
265	14-36-207-003	2505 Lincoln Ave
266	14-36-402-001	2507 Lincoln Ave
267	14-36-402-002	2509 Lincoln Ave
268	14-36-402-003	2515 Lincoln Ave
269	14-36-402-004	2517 Lincoln Ave
270	14-36-402-005	2519 Lincoln Ave
271	14-36-402-006	2521 Lincoln Ave
272	14-36-402-007	2523 Lincoln Ave
273	14-36-402-008	2525 Lincoln Ave
274	14-36-402-009	2527 Checker Rd
275	14-36-402-017	2529 Shenandoah Ln
276	14-36-402-016	2531 Shenandoah Ln
277	14-36-402-015	2533 Shenandoah Ln
278	14-36-402-014	2535 Shenandoah Ln
279	14-36-402-013	2537 Shenandoah Ln
280	14-36-402-012	2539 Shenandoah Ln
281	14-36-402-011	2541 Shenandoah Ln
282	14-36-402-010	2545 Shenandoah Ln
283	14-36-207-004	2547 Shenandoah Ln
284	14-36-207-001	2501 Lincoln Ave
285	14-36-202-012	2439 Lincoln Ave
286	14-36-202-011	2559 Lincoln Ave
287	14-36-202-010	2561 Lincoln Ave
288	14-36-202-009	2563 Lincoln Ave
289	14-36-202-008	2565 Lincoln Ave
290	14-36-202-007	2569 Lincoln Ave
291	14-36-202-006	2571 Lincoln Ave
292	14-36-202-005	2573 Lincoln Ave
293	14-36-202-004	2575 Lincoln Ave
294	14-36-202-003	2577 Lincoln Ave

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No.	P.I.N.	Property Address
295	14-36-202-002	2579 Lincoln Ave
296	14-36-202-001	2580 Lincoln Ave
297	14-36-202-013	2578 Lincoln Ave
298	14-36-202-014	2576 Lincoln Ave
299	14-36-202-015	2574 Lincoln Ave
300	14-36-202-016	2572 Lincoln Ave
301	14-36-202-018	2570 Lincoln Ave
302	14-36-202-017	2568 Union Ct
303	14-36-203-001	2566 Lincoln Ave
304	14-36-203-002	2564 Lincoln Ave
305	14-36-203-003	2562 Lincoln Ave
306	14-36-203-004	2560 Lincoln Ave
307	14-36-203-005	2558 Lincoln Ave
308	14-36-203-006	2556 Lincoln Ave
309	14-36-203-007	2554 Shenandoah Ln
310	14-36-203-008	2552 Shenandoah Ln
311	14-36-203-009	2550 Shenandoah Ln
312	14-36-203-010	2548 Shenandoah Ln
313	14-36-403-001	2546 Shenandoah Ln
314	14-36-403-002	2544 Shenandoah Ln
315	14-36-403-003	2542 Shenandoah Ln
316	14-36-403-004	2540 Shenandoah Ln
317	14-36-403-005	2538 Shenandoah Ln
318	14-36-403-006	2536 Shenandoah Ln
319	14-36-403-007	2534 Shenandoah Ln
320	14-36-403-008	2537 Shenandoah Ln
321	14-36-403-009	2530 Shenandoah Ln
322	14-36-403-010	1778 Checker Rd
323	14-36-403-011	1776 Country Club Dr
324	14-36-202-041	1774 Country Club Dr
325	14-36-202-057	1771 Andrew Ct
326	14-36-202-037	1773 Andrew Ct
327	14-36-202-036	1775 Andrew Ct
328	14-36-202-035	1772 Popp Ln
329	14-36-202-038	1769 Andrew Ct
330	14-36-202-040	1767 Country Club Dr
331	14-36-202-033	1758 Popp Ln
332	14-36-202-032	1760 Popp Ln
333	14-36-202-031	1762 Popp Ln
334	14-36-202-030	1764 Popp Ln
335	14-36-202-029	1766 Popp Ln
336	14-36-202-034	1770 Popp Ln
337	14-36-202-028	1743 Countryclub Dr
338	14-36-202-027	1745 Tanager Way
339	14-36-202-026	1747 Tanager Way
340	14-36-202-025	1749 Tanager Way
341	14-36-202-024	1751 Tanager Way
342	14-36-202-023	1753 Tanager Way
343	14-36-202-022	1755 Tanager Way

**Proposed Menards Development, Long Grove, Illinois
P.I.N. List for Sanitary Sewer Service Area**

Prepared February 28, 2006

No.	P.I.N.	Property Address
344	14-36-202-021	1757 Tanager Way
345	14-36-202-020	1756 Tanager Way
346	14-36-202-019	0 Tanager Way
347	14-36-202-051	1740 Country Club Dr
348	14-36-202-047	1742 Tanager Way
349	14-36-202-046	1744 Tanager Way
350	14-36-202-045	1746 Tanager Way
351	14-36-202-044	1748 Tanager Way
352	14-36-202-043	1750 Tanager Way
353	14-36-202-042	1752 Tanager Way
354	14-36-202-050	1735 Country Club Dr
355	14-36-202-049	1737 Country Club Dr
356	14-36-202-048	1739 Country Club Dr
357	14-36-202-052	1741 Country Club Dr
358	14-36-202-053	1736 Country Club Dr
359	14-36-202-054	1736 Country Club Dr
360	14-36-202-055	1734 Country Club Dr
361	14-36-202-056	1732 Country Club Dr
362	14-36-208-001	1733 Tanager Way
363	14-36-208-002	1759 Country Club Dr
364	14-36-208-003	1761 Country Club Dr
365	14-36-208-004	1763 Country Club Dr
366	14-36-208-005	1765 Country Club Dr
367	14-36-208-006	1777 Country Club Dr
368	14-36-208-007	1779 Country Club Dr
369	14-36-208-008	0 Country Club Dr
370	14-36-405-001	1780 Country Club Dr

EXHIBIT 4

Approved ESTIMATED Cost

**ENGINEER'S OPINION OF PROBABLE COST
MENARDS DEVELOPMENT
OFF-SITE SANITARY SEWER IMPROVEMENTS
LONG GROVE, ILLINOIS
REVISED SEPTEMBER 29, 2006**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS					
1	Erosion Control	1	LUMP SUM	\$60,000.00	\$60,000.00
2	Tree Removal/Clear and Grub	1	LUMP SUM	\$20,000.00	\$20,000.00
3	Hydro-Seed and Mulch	6,000	SY	\$0.95	\$5,700.00
4	Traffic Control	1	LUMP SUM	\$50,000.00	\$50,000.00
5	Silt Fence	14,000	LF	\$2.50	\$35,000.00
6	Tree Protection Fence	6,000	LF	\$2.25	\$13,500.00
TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS					\$184,200.00
SCHEDULE II - UNDERGROUND IMPROVEMENTS					
1	4" PVC Sanitary Sewer FM-0'-8' Deep Open Trench	1,940	LF	\$20.00	\$38,800.00
2	8" PVC.Sanitary Sewer FM-0'-8' Deep Open Trench	1,940	LF	\$40.00	\$77,600.00
3	10" PVC Sanitary Sewer 0' - 12' Depth	2,090	LF	\$54.00	\$112,860.00
4	10" PVC Sanitary Sewer 12' - 16' Depth	400	LF	\$63.00	\$25,200.00
5	10" D.I.P. Sanitary Sewer - 12'-16' Depth	1,065	LF	\$85.50	\$91,057.50
6	10" D.I.P. Sanitary Sewer - 16'-20' Depth	3,556	LF	\$93.00	\$330,708.00
7	10" D.I.P. Sanitary Sewer - 20'-24' Depth	784	LF	\$113.00	\$88,592.00
8	10" D.I.P. Sanitary Sewer - 24'-28' Depth	552	LF	\$140.00	\$77,280.00
9	12" PVC Sanitary Sewer 0 - 12' Depth	2,112	LF	\$61.00	\$128,832.00
10	12" D.I.P. Sanitary Sewer 16' - 20' Depth	269	LF	\$83.50	\$22,481.50
11	12" D.I.P. Sanitary Sewer 20' - 24' Depth	495	LF	\$91.00	\$45,045.00
12	12" D.I.P. Sanitary Sewer 24' - 28' Depth	552	LF	\$144.00	\$79,488.00
13	18" D.I.P. Sanitary Sewer 12' - 16' Depth	30	LF	\$78.00	\$2,280.00
14	4' Diameter Manhole - 8'-12'	16	EACH	\$3,200.00	\$51,200.00
15	4' Diameter Manhole - 12'-16'	7	EACH	\$4,000.00	\$28,000.00
16	4' Diameter Manhole - 16'-20'	13	EACH	\$5,100.00	\$66,300.00
17	4' Diameter Manhole - 20'-28'	10	EACH	\$7,350.00	\$73,500.00
18	Drop Manhole	1	EACH	\$7,350.00	\$7,350.00
19	Sanitary Lift Station	1	EACH	\$140,000.00	\$140,000.00
20	Emergency Generator	1	EACH	\$60,000.00	\$60,000.00
21	Connect to Existing Lake County Manhole	3	EACH	\$1,500.00	\$4,500.00
22	Trench Backfill	40,000	CY	\$30.00	\$1,200,000.00
TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS					\$2,751,054.00
SCHEDULE III - ROADWAY IMPROVEMENTS					
1.	Subgrade Preparation - Fine Grading	16,000	SY	\$0.50	\$8,000.00
2	Bituminous Concrete Binder Course Superpave N50 - 2.25"	16,000	SY	\$8.75	\$140,000.00
3	Bituminous Concrete Surface Course Superpave N50 - 1.5" overlay	32,250	SY	\$5.85	\$188,662.50
4	Compacted Aggregate Base Course, 11"	16,000	SY	\$12.00	\$192,000.00
5	Compacted Aggregate Base Course, 12"	135	SY	\$13.00	\$1,755.00
6	Bituminous Shoulder	200	SY	\$31.00	\$6,200.00
7	Aggregate Shoulder, 8"	670	SY	\$10.00	\$6,700.00
8	Pavement Removal	16,000	SY	\$7.00	\$112,000.00
9	Sawcut Pavement, Full Depth	11,800	LF	\$2.70	\$31,860.00
10	Pavement Markings - Double Yellow	11,800	LF	\$1.00	\$11,800.00
11	Pavement Markings - White Edge Line	11,800	LF	\$0.50	\$5,900.00
12	Relocation of existing utilities (if necessary)	1	LS	\$20,000.00	\$20,000.00
TOTAL SCHEDULE III - ROADWAY IMPROVEMENTS					\$724,877.50
SUBTOTAL SCHEDULES I-III					\$3,660,131.50
CONTINGENCY @5%					\$183,006.58
GRAND TOTAL					\$3,843,138.08

THIS ESTIMATE IS BASED ON OFF-SITE SANITARY IMPROVEMENTS PLANS DATED 9-1-05, REVISION DATE 5-15-06

Prepared By: Manhard Consulting, Ltd.
900 Woodlands Parkway
Vernon Hills, Illinois 60061

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.

