

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("AGREEMENT") executed by and between Mary C. Block and Harris N.A., not individually but as co-Trustees of the trusts under the George E. Block Trust Dated May 15, 1986 ("BLOCK"), Raintree Village, LLC, ("RAINTREE"), Yorkville Farms Development, LLC ("YORKVILLE FARMS") and the United City of Yorkville ("CITY"), effective as of the \_\_\_\_ day of November, 2007: Mar. 4, '08

WITNESSES:

WHEREAS, BLOCK is the owner of certain real property located on the North side of State Route 126 in Sections 3 and 10 in Township 36 North, Range 3 East of the Third Principal Meridian, Kendall County, Illinois, 60560 and legally described on attached Exhibit "A" known as the "Block-Hall Farm"; and

WHEREAS, RAINTREE is an limited liability company organized, existing and doing business under the laws of the state of Illinois, with its principal place of business located at 2300 Barrington Road, Suite 600, Hoffman Estates, Illinois 60169; and

WHEREAS, YORKVILLE FARMS is an limited liability company organized, existing and doing business under the laws of the state of Illinois, with its principal place of business located at CK Construction, 11348 Cedarwood Court, Frankfort, Illinois, 60423; and

WHEREAS, RAINTREE is the owner and developer of the Raintree Village development, which is located adjacent to the Block-Hall Farm, and <sup>and is legally described on attached Exhibit "B"</sup>

WHEREAS, YORKVILLE FARMS is the owner and developer of the Prestwick of Yorkville development, which is also located adjacent to the Block-Hall <sup>and is legally described on attached Exhibit "C"</sup> Sunny Valley Farm; and

WHEREAS, the CITY is an Illinois municipal corporation, organized and existing under the laws of the state of Illinois, and has regulatory authority over the use and development of land within its corporate limits, and approved development plans for the Raintree Village and

Prestwick of Yorkville developments; and

WHEREAS, a dispute arose between BLOCK and the other parties to this AGREEMENT related to the quantity and rate of water drainage from the Raintree Village and Prestwick of Yorkville developments over, under and across the Block-Hall Farm property; and

WHEREAS, BLOCK has claimed that each of the other parties to this AGREEMENT are liable and responsible to BLOCK for the cost of reparations and remediation resulting from the claimed increases in the quantity and rate of water drainage over, under and across the Block-Hall Farm property; and

WHEREAS, RAINTREE, YORKVILLE FARMS and the CITY deny any wrongdoing, negligence or other bases for responsibility for BLOCK'S allegations; and

WHEREAS, without any admission of liability, fact, or damages, RAINTREE, YORKVILLE FARMS and the CITY now desire to compromise, settle, and resolve any and all issues between them that were or could have been raised in relation to BLOCK'S claims with respect to the Block-Hall Farm, including, but not limited to, all claims with respect to the Block-Hall Farm relating to, arising out of, or otherwise associated with the Raintree Village and Prestwick of Yorkville developments, the CITY'S issuance of permits or grant of development approvals of any kind in favor of those developments (collectively referred to as the "SETTLED CLAIMS"); and

WHEREAS, BLOCK desires and is willing to compromise and settle the SETTLED CLAIMS under the terms and conditions herein.

NOW, THEREFORE, BLOCK, RAINTREE, YORKVILLE FARMS and the CITY, on behalf {Owner/Developer} themselves, their officers, agents, employees, owners, parent entities,

subsidiaries, successors, and assigns, in consideration of the foregoing and the following promises, agree as follows:

1. RAINTREE shall pay \$N/A to BLOCK in one lump sum promptly within five (5) business days after execution and exchange of this AGREEMENT.

2. YORKVILLE FARMS shall pay \$30,000 to BLOCK in one lump sum within five (5) business days after execution and exchange of this AGREEMENT.

3. CITY shall pay \$N/A to BLOCK in one lump sum within five (5) business days after execution and exchange of this AGREEMENT.

4. Upon the execution of this AGREEMENT, BLOCK and all of its agents, employees, officers, directors, shareholders, assigns, successors in interest, affiliated or related entities, insurers, attorneys, and any other person or entity acting by or through BLOCK, **RELEASE and FOREVER DISCHARGE** RAINTREE, YORKVILLE FARMS and the CITY and all of their agents, employees, officers, directors, shareholders, assigns, successors in interest, affiliated or related entities, insurers, attorneys, and any other person or entity acting by or through them, from all liability, causes of action, suits, claims, damages or any other liability, damage, interest, costs or attorneys' fees arising in any way or at any time related to the SETTLED CLAIMS, except for the obligations created by this AGREEMENT.

5. This AGREEMENT shall apply to any and all possible claims, damages or consequences, without limitation, arising in any manner whatsoever from the SETTLED CLAIMS, regardless of whether the claims are now known or undiscovered. This AGREEMENT constitutes the whole and complete agreement between the parties.

6. This AGREEMENT is entered into for the purpose of resolving disputed claims and to avoid the uncertainties, expense, and delays of litigation. The settlement, and the

execution of this AGREEMENT and the payment of any amount herein, shall not be interpreted as an admission of any wrongdoing, violation of any law or regulation, or a liability by RAINTREE, YORKVILLE FARMS or the CITY, and each such party expressly denies liability for all claims made against it herein. Accordingly, the fact of settlement may not be used in any proceeding other than to enforce the terms of this AGREEMENT.

7. Each party acknowledges that it has read this AGREEMENT, has understood it, and has had the advice of counsel throughout the negotiation and the signing of this AGREEMENT. Each party is executing this AGREEMENT upon the specific advice and with the consent of its own counsel and not based upon any representation of any other party or the counsel of any other party. This AGREEMENT has been jointly drafted by all parties.

8. Each party shall bear its own legal fees, expenses and costs incurred in connection with all matters referred to in this AGREEMENT. If any action, at law or in equity, including an action for declaratory relief, is brought to enforce or interpret this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the other party, in addition to any other relief that may be awarded.

9. Each party shall cooperate to execute all documents that may be necessary to complete and fulfill the terms of this AGREEMENT.

10. This AGREEMENT may be executed in counterparts and shall be binding if executed in counterparts.

11. The persons signing this AGREEMENT represent that they have authority to sign this AGREEMENT.

12. This AGREEMENT shall be governed, construed and enforced exclusively in accordance with the laws of the State of Illinois.

13. Any action relating to or arising out of this AGREEMENT shall be filed exclusively in the Circuit Court of the 16<sup>th</sup> Judicial Circuit, Kendall County, Illinois. The parties waive any right to raise questions of jurisdiction and venue in any action that a party to this AGREEMENT may bring relating to or arising out of this AGREEMENT if such action is brought in such jurisdiction and venue.

**MARY C. BLOCK, NOT INDIVIDUALLY  
BUT AS CO-TRUSTEE OF THE TRUSTS  
UNDER THE GEORGE E. BLOCK  
TRUST DATED MAY 15, 1986**

Mary C. Block

Mary C. Block, not individually but as co-trustee of the Trusts under the George E. Block Trust dated May 15, 1986

Dated: Mar. 4, 08, 2007

**RAINTREE VILLAGE, LLC**

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

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

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

**UNITED CITY OF YORKVILLE**

By: Brian M. Lili  
~~Mayer~~ CITY ADMINISTRATOR

Date: 3/10/08

**YORKVILLE FARMS DEVELOPMENT  
LLC**

By: Mallard Development Company, Manager

By: Miranda Taylor

Its: President

Date: February 21, 2008

C/58207.1

## EXHIBIT "A"

### LEGAL DESCRIPTION OF BLOCK HALL FARM PROPERTY

Lot 10 of Section 3, Lot 1 of Section 10 and part of Lot 11 in Section 2 as shown in Plat Book 3 on pages 60, 67 and 59 respectively, all in Township 36 North, Range 7 East of the Third Principal Meridian described by metes and bounds as follows: Commencing at the Northeast corner of said Section 10 for a place of beginning; thence North 0 degrees 7 minutes and 50 seconds East along the West line of said Section 2 a distance of 264 feet; thence North 74 degrees 29 minutes 41 seconds East a distance of 570.46 feet; thence South 89 degrees 48 minutes 00 seconds East a distance of 401.10 feet; thence South 79 degrees 43 minutes 29 seconds East a distance of 1,610.88 feet to the centerline of the highway; thence North 6 degrees 7 minutes 23 seconds West along the centerline of said highway a distance of 1,387.00 feet; thence North 86 degrees 40 minutes 12 seconds West a distance of 2,388.78 feet to the West line of said Section 2; thence North 0 degrees 7 minutes 50 seconds East along the West line of said Section 2 a distance of 988.91 feet to the Northeast corner of the Southeast Quarter of said Section 3; thence South 89 degrees 28 minutes 45 seconds West a distance of 2,650.82 feet to the Northwest corner of the Southeast Quarter of said Section 3; thence South 0 degrees 17 minutes 34 seconds West along the West line of the said Southeast Quarter of said Section 3 a distance of 1,864.28 feet to the center of the Yorkville and Plainfield Road; thence Southeasterly along the centerline of said Yorkville and Plainfield Road to the East line of said Section 10; thence North along the East line of said Section 10 a distance of 1,111.41 feet to the place of beginning, excepting therefrom a tract of land containing 6.413 acres in said Lot 1 of Section 10, Township 36 North, Range 7 East of the Third Principal Meridian as shown in Plat Book 3 page 67 described as follows: Commencing at the Northeast corner of said Section 10; thence South on the East line of said Section 10 a distance of 1,111.41 feet to the center of the Yorkville and Plainfield Road; thence North 75 degrees 33 minutes 20 seconds West along the centerline of said Road a distance of 196.64 feet to the place of beginning; thence North parallel to the East line of said Section 10 a distance of 625.23 feet; thence North 9 degrees 5 minutes 10 seconds East a distance of 136.58 feet; thence West a distance of 133.86 feet; thence North 10 degrees 1 minute 10 seconds East a distance of 187.55 feet; thence North 80 degrees 21 minutes 30 seconds West a distance of 270.44 feet; thence South 7 degrees 56 minutes 10 seconds West a distance of 426.93 feet; thence South 78 degrees 47 minutes 53 seconds East a distance of 181.71 feet; thence South 11 degrees 12 minutes 20 seconds West a distance of 459.19 feet to the centerline of the Yorkville and Plainfield Road; thence South 75 degrees 33 minutes 20 seconds East 326.55 feet along the centerline of said Yorkville and Plainfield Road to the place of beginning,

situated in the County of Kendall in the State of Illinois.

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF  
RAINTREE VILLAGE PROPERTY**

**EXHIBIT "C"**

**LEGAL DESCRIPTION OF  
YORKVILLE FARMS PROPERTY**

**PARCEL NO. 1**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 3 AND PART OF EAST HALF OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 3 WITH THE CENTER LINE OF THE YORKVILLE AND PLAINFIELD ROAD (ROUTE 126); THENCE SOUTH ALONG SAID WEST LINE AND ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 10, 67 CHAINS TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10 WHICH IS 15 CHAINS SOUTH OF THE CENTER OF SAID SECTION; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SOUTHEAST QUARTER 40 CHAINS TO THE EAST LINE OF SAID SECTION 10; THENCE NORTH ALONG SAID EAST LINE 33 CHAINS TO A POINT ON SAID EAST LINE WHICH IS 18 CHAINS NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SECTION 24 CHAINS; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION TO THE CENTER LINE OF THE YORKVILLE AND PLAINFIELD ROAD (ROUTE 126); THENCE NORTHWESTERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.

**PARCEL NO. 2**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 10, WHICH IS 18 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 24 CHAINS; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION TO THE CENTER LINE OF THE YORKVILLE AND PLAINFIELD ROAD; THENCE SOUTHEASTERLY ALONG THE LINE OF SAID ROAD TO THE EAST LINE OF SAID SECTION 10, THENCE SOUTH ALONG THE SECTION LINE TO THE POINT OF BEGINNING (EXCEPT THAT POINT DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES, 17 MINUTES, 38 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 767.09 FEET TO THE CENTER LINE OF ILLINOIS STATE ROUTE NO. 126; THENCE SOUTH 43 DEGREES; 28 MINUTES; 45 SECONDS EAST ALONG SAID CENTER LINE 516.17 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 43 DEGREES, 28 MINUTES, 45 SECONDS EAST ALONG SAID CENTER LINE, 85.67 FEET; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE BEING ALONG A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 1719.12 FEET AN ARC DISTANCE OF 521.99 FEET; THENCE SOUTH 33 DEGREES, 03 MINUTES, 25 SECONDS WEST, 294.23 FEET; THENCE NORTH 54 DEGREES, 19 MINUTES, 30 SECONDS WEST, 400.0 FEET; THENCE NORTH 02 DEGREES, 17 MINUTES, 05 SECONDS EAST, 394.67 FEET TO THE POINT OF BEGINNING) IN THE TOWNSHIP OF KENDALL, KENDALL COUNTY, ILLINOIS.