

# EXHIBIT C

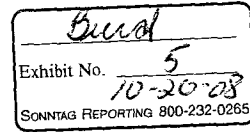
True copy of the original on file in my office  
attested to this 10 day of Dec, 2008

*Bucky Morgan*

Clerk of the Circuit Court 16th Judicial Circuit  
Kendall County, IL

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Deputy Clerk



**Lang, Kim**

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**From:** Berry, Jim  
**Sent:** Wednesday, December 13, 2006 4:37 PM  
**To:** Reed, Joel  
**Cc:** Jansen, Alexander; Lang, Kim  
**Subject:** Yorkville Storm Water Facility  
**Attachments:** raymond outfall centex agreement\_rev\_12\_13\_06a redline.DOC; raymond outfall centex agreement\_rev\_12\_13\_06.DOC; raymond outfall centex agreement\_rev\_12\_13\_06a.DOC

Joel,

Attached is a draft from Travis Miller at Yorkville and some revisions that I would suggest to the terms to more appropriately describe what we are seeking in both a red-line and clean version.

In talking with Alex, we felt that would be good to involve Fred due to possible implications of Illinois municipal law and since we are currently working on both an amendment to the Annexation Agreement to incorporate the agreement on the school fees which was ratified by the council and on clarifying the tri-party recapture agreement for the cost of the interceptor sewer from fees on the Mesirov and Popp tracts to specifically cover us not acquiring that land.

Give me a call after you have had an opportunity to look this over.

Thanks,

Jim

James W. Berry  
 Director of Planning & Acquisition - Infill  
 Centex Homes  
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STATE OF ILLINOIS	)	DRAFT September 26, 2006
	)	REVISED December 13, 2006
COUNTY OF KENDALL	)	2 <sup>nd</sup> Revision December 13, 2006

**RAYMOND STORMWATER MANAGEMENT AND STORM SEWER  
OUTFALL IMPROVEMENT AGREEMENT**

NOW COMES the United City of Yorkville, hereinafter referred to "CITY" and Centex Homes hereinafter referred to as "CENTEX", who in consideration of entering into this RAYMOND STORMWATER MANAGEMENT AND STORM SEWER OUTFALL IMPROVEMENT AGREEMENT ("Agreement") dated \_\_\_\_\_, 2006 agree to the following terms and conditions:

**WITNESSETH**

WHEREAS, CITY is desirous of having constructed, on land that it owns or will acquire, the Raymond Regional Stormwater Management Facility (hereinafter "FACILITY") to serve the United City of Yorkville, various property owners, and an adjoining service area on a regionalized basis; and

WHEREAS, CITY has agreed to acquire certain real property described in the attached Exhibit "A" and any necessary easements appurtenant thereto for purposes of the construction of said Facility; and

WHEREAS, CITY will also construct the 'Raymond Outfall' (hereinafter "OUTFALL") from the FACILITY to the OUTFALL'S terminus as depicted on Exhibit "B"; and

WHEREAS, it is estimated that the cost of said OUTFALL and related appurtenances will be in excess of one million two-hundred thousand dollars and the CITY does not have financing in place to construct the same; and

WHEREAS, CENTEX owns real property which will benefit from the construction of the OUTFALL; and

WHEREAS the CITY has requested CENTEX pay \$325,000 for the construction and installation of the OUTFALL.

WHEREAS the CITY approved Ordinance 2005-36 Annexing Property and Approved an Annexation Agreement with CENTEX as "DEVELOPER" which, among other provisions, requires the DEVELOPER CENTEX to contribute certain lands to the CITY at the time DEVELOPER becomes the owner of that land and to provide an easement for construction and operation of the FACILITY prior to the time the DEVELOPER becomes the owner at the CITY's request as described in the Annexation Agreement attached as Exhibit "A--".

WHEREAS the CITY has requested CENTEX provide easements as contribute the lands described in attached Exhibit "B--".

WHEREAS CENTEX has provided easements to a portion of the land requested by the CITY, which are delay the easements necessary to complete Phase One of requirement to contribute the FACILITY and CENTEX has offered to make the contribution to the construction of the FACILITY and Outfall requested by the CITY in lieu of providing the easement as lands described in attached Exhibit "C--" until a date beyond April 30, 2008.

NOW THEREFORE, in consideration of the mutual covenants, recitals and the mutual and reciprocal obligations hereinafter set forth the parties agree as follows:

1. The recitals herein contained are adopted herein and made an enforceable part of this Agreement.
2. That CENTEX shall deposit \$325,000 ("OUTFALL FUNDS") in an escrow account to be established by the OWNERS/DEVELOPERS within Thirty (30) days of the demand by the CITY which OUTFALL FUNDS shall be used solely for the costs of engineering, constructing, and installing the OUTFALL pursuant to the OUTFALL CONSTRUCTION DESIGNS. Any amounts remaining after design, construction and installation of the OUTFALL by the ~~CITY~~ shall be returned to CENTEX.
3. CITY agrees to enter into written agreements for recapture of CENTEX's contribution of OUTFALL FUNDS from any property owner purchasing use of the FACILITY, or connecting to the OUTFALL, with the exception of the Suen Property, pursuant to a written recapture agreement acceptable to the CITY and CENTEX and approved by the City Council.
4. The CITY agrees to ~~consider as satisfied, delay~~ the requirement of the Centex Annexation Agreement (Ordinance #2005-36) for CENTEX to provide an easement to the parcel/parcels described in ~~by~~ Exhibit C. Nothing contained herein shall be construed to modify the obligations of the DEVELOPER to convey title to the land designated for the FACILITY to the CITY pursuant to the terms of the Centex Annexation Agreement (Ordinance #2005-36) at the time that

DEVELOPER becomes the owner of that land ~~to a date not before April 30, 2008.~~

- 5. CENTEX agrees to construct, at CENTEX's sole cost, a temporary storm water conveyance route between the existing storm water culvert crossing at Galena Road to the western portion of the Raymond-Regional Detention Basin identified as 'Phase I' on the attached Exhibit "D", across the land for which Easements have been provided to the CITY by CENTEX and executed by current owners of the property, pursuant to the plans provided to and approved by the CITY.
- 6. INTEGRATION: This Agreement shall not be claimed enforceable by or to any party thereto unless completed in writing and executed by representatives of each party hereto.
- 7. Severability Clause:  
In the event any portion of this Agreement is deemed to be unenforceable by any court of competent jurisdiction, the remaining portions thereof shall be enforceable between the parties hereto.
- 8. This Agreement shall be binding upon the successor, heirs and assigns of each party hereto.

IN WITNESS WHEREOF the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2006.

UNITED CITY OF YORKVILLE

CENTEX HOMES

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

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

ATTEST:

ATTEST:

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City Clerk

**CNT000773**

