
Document Title:	Center Cut and Greenspace Maintenance Agreement
Document Date:	_____, 2025
Grantor's Name:	S9-Redev, LLC, a Missouri limited liability company
Grantee's Name:	Village of Loch Lloyd, Missouri, a Missouri village incorporated and operating under the laws of the State of Missouri
Grantee's Statutory Address:	16610 Eden Bridge, Village of Loch Lloyd, MO 64012
Legal Description:	See attached Exhibit "A"
Document No.:	_____

CENTER CUT AND GREENSPACE MAINTENANCE AGREEMENT

This Center Cut and Greenspace Maintenance Agreement ("Agreement") is entered into and made effective as of September __, 2025, by and between the Village of Loch Lloyd, Missouri, a village organized and existing under the laws of the State of Missouri (the "Village"), and S9-Redev, LLC, a Missouri limited liability company, or its permitted successors and assigns (the "Company") (the Village and the Company are each a "Party" or collectively the "Parties").

ARTICLE I – RECITALS

Section 1.01. The Village and the Company entered into a Development and Performance Agreement, effective as of February 20, 2025, (the "Development Agreement"), which requires, among other things, the documentation of the Company's commitments regarding the maintenance of the Center Cut and the remaining land formally known as the Sechrest 9 during and after the Projects are completed (collectively, the Center Cut and the

undeveloped portions of the remaining land formally known as the Sechrest 9 are referred to herein as the (“Remaining Greenspace”). The Remaining Greenspace is legally defined on Exhibit “A” attached hereto and incorporated by reference herein.

Section 1.02. The Parties have since negotiated and are entering into this Agreement in satisfaction of the Company’s obligations under the Development Agreement and the Impact Representations in an effort to define standards that are consistent with the high expectations of the Loch Lloyd community. Unless specifically stated to the contrary, the Company shall bear all costs of performance under the Agreement.

Section 1.03. These Recitals are an integral part of this Agreement and form the basis upon which the Parties have entered into this Agreement.

ARTICLE II – DEFINITIONS

Section 2.01. Capitalized terms not defined elsewhere in this Agreement shall have the meaning set forth in the Development Agreement.

Section 2.02. Capitalized terms not defined elsewhere in this Agreement shall have the following definitions:

- a. **“Plantings”** shall mean grass, bushes, shrubs, trees or any other landscaping added to the Remaining Greenspace.
- b. **“Breach”** shall mean any default or failure by a Party to perform any obligation under this Agreement.

ARTICLE III – REHABILITATION, IMPROVEMENT, AND MAINTENANCE OBLIGATIONS

Section 3.01. Rehabilitation of the Remaining Greenspace shall include satisfaction of all rehabilitation, improvement and maintenance obligations identified in Sections 6.07, 6.08, and 8.05 of the Development Agreement and the Impact Representations, including the following:

- a. Regrading the Remaining Greenspace to:
 - i. incorporate dirt moved from other areas of the Sechrest 9.
 - ii. eliminate all bunkers by covering them with the newly incorporated dirt and the removal of any bunker debris necessary to enable new grass or trees to be able to grow.
 - iii. Create and maintain berming , including Plantings thereon, in accordance with the Impact Representations incorporated into the Development Agreement as Exhibit “G” which are also fully incorporated by reference herein. Berming , including Plantings thereon shall be designed, located and constructed in fundamental

compliance with the dimensions and landscaping representations and such other covenants and agreements set forth in the attached Exhibit "B." Because all berms will be site-built for purposes of screening new homes from existing neighboring residential lots, the Company shall use reasonable efforts to solicit input from neighboring residents on the height and location of such berms, and will incorporate that input where reasonable and consistent with the Impact Representations.

- iv. Create a level field area for activities that will be at least 300 feet long by 160 feet wide ("Field Area"), located in the vicinity of the existing restroom facility and provide parking for up to eight (8) golf carts.
- b. Regrading and rehabilitation (tilling) of any areas used as temporary roadways during the construction process where any resulting compaction may hinder growth of any Plantings.
- c. Two applications of weed killing herbicide designed to kill all weeds, grasses and seeds on the Remaining Greenspace. Applications shall be spaced at an appropriate level to maximize effectiveness of the herbicide.
- d. Planting new grass throughout the Remaining Greenspace using the same seed varieties and mix used on old Hole #2 of the Sechrest 9.
- e. Repairing and maintaining the existing irrigation system and system coverage, along with installation of additional/supplemental irrigation capability for areas of the Remaining Greenspace that need additional irrigation coverage, such as the golf course bunkers. This provision does not prohibit the Company from making improvements in irrigation coverage.
- f. Irrigating and fertilizing the new seed and grass to ensure proper grow-in and coverage.
- g. Rehabilitation, relocation and/or reconstruction of the existing cart paths converting them into a walking trail system ("Walking Trails" or "Walking Trail system") and adding new trails as shown in the Company's Application and Impact Representations that are substantially similar to and consistent with the existing cart path system. In creating the Walking Trail system, as depicted in the Company's Preliminary Plat application, certain portions of the existing cart path will be removed and replaced. The remaining portions of the cart path will be resurfaced using a chip seal process. In creating the Walking Trail system, the cart paths may not be moved closer to the property lines of the Remaining Greenspace. See Exhibit "C" for a pictorial depiction of the Walking Trail system contemplated herein. This Section 3.01.g. shall prevail if there is any conflict between the language herein and such pictorial description.

- h. Rehabilitation or reconstruction of the bathroom and bathroom area (“Bathroom Facility”) located in the Center Cut. The Bathroom Facility may be winterized from December 1st through February 28th of each year.
- i. Removal of all dead, diseased, and dying trees.
- j. Relocation or treatment, applicable, of any existing birdhouses within the Remaining Greenspace that may be disturbed by construction of the Center Cut Improvements (as defined in Section 6.08 of the Development Agreement.
- k. In addition to the landscaping associated with the berming efforts (including the trees, shrubs and grasses depicted on the Impact Representations), the Company shall install no less than fifteen (15) new trees in the Center Cut and five (5) new trees in the Remaining Greenspace excluding the Center Cut by the end of 2026 with standard two (2) year warranties. Such trees shall be not less than a minimum caliper size of 2.5 inches for shade trees, 1.5 inches for ornamental trees, and a minimum six-foot (6’) height for evergreen or multi-stem trees.

Section 3.02 – Ongoing maintenance of the Remaining Greenspace shall be in a Parklike Manner as defined in Section 6.08 of the Development Agreement, including the following:

- a. Mowing once per week during the growing season (March 1 through October 31) to a maximum height of four inches (4”). Outside the growing season (November 1 through February 28), mowing shall continue as needed to maintain a maximum of six inches (6”) in height. This height may vary depending on the turf’s requirements at the discretion of the golf course superintendent or their successor, or should the Loch Lloyd Country Club golf course not be in operation, by the designee of the Company subject to approval by the Village, which said approval shall not be unreasonably withheld (“Superintendent”). Should the Superintendent not be the golf course superintendent, then the individual designated shall be of similar expertise, experience, and training in golf course maintenance.
- b. Weed control will be managed with one required annual application, and additional spot treatments, as needed in the discretion of the Superintendent.
- c. Pest and insect control will be managed with one required annual application, and additional spot treatments as needed, in the discretion of the Superintendent.
- d. Fertilization and disease control on all plantings and trees will be managed with one required annual application, and additional applications in the discretion of the Superintendent.

- e. Debris from storms or natural occurrences will be cleaned up within two weeks following the storm event, including the clearing of debris and other obstructions from drains, culverts and similar stormwater management devices.
- f. Regular removal of litter, debris, and waste at least twice a month to keep the Remaining Greenspace clean and attractive.
- g. Regular emptying and maintenance of trash and recycling receptacles and replacement of soap and disposable towels located at the bathroom, and at any other improvement within the Remaining Greenspace.
- h. Company shall provide the Village with documentation of any inspections or biodiversity monitoring conducted or received by the Company, or the agents, and representatives of the Company.
- i. Following completion of the renovation of the Remaining Greenspace, removal of any trees that die, are diseased, or are dying, or any arboriculture needs, will be performed within one year of a determination of such need. The determination of such need and timing shall be made by the Superintendent (typically tree work is performed in the fall and winter seasons).
- j. Replacement of any Plantings that die within the berming. Replacement Plantings shall be selected from among the varieties shown on the Impact Representations.
- k. Replacement of any trees that are removed or die due to renovations made under Section 3.01 or Article IV of this Agreement. Such replacement trees will be of such varieties selected by the Superintendent exercising their professional judgment. The caliper inches of the replacement trees will be equal to or greater than the caliper inches of the removed trees. The replacement obligation for the Center Cut shall be net of the caliper inches of trees added for the Executive Course (defined below).

All determinations by the Superintendent under this Agreement shall be reasonably made considering their professional expertise and judgment.

Compliance with Sections 3.01 and 3.02 shall constitute a "Parklike Manner" in satisfaction of Section 6.08 of the Development Agreement. Should additional improvements be approved by the Village and constructed by the Company on the Center Cut or other Remaining Greenspace, the Parties shall work together in good faith to identify any additional maintenance standards or obligations as a supplement to this Agreement for adoption and recordation.

Section 3.03 – Except as stated above, there are no disease management, fertilizer or landscaping requirement; provided however, that the Company remains responsible for removing any Plantings that die during the year.

Section 3.04 – The Company shall not be required to remove snow or ice from the trail or the bathroom area pursuant to this Agreement, but may do so at their own election, expense, and liability.

Section 3.05 – The Company shall furnish a Performance Bond, a Payment Bond, Letter of Credit, or other form of surety acceptable to the Village to ensure the complete and faithful performance of the rehabilitation, improvement and maintenance obligations required under Section 3.01 herein and the timely payment of all subcontractors, laborers, and material supplies until completion of the Center Cut improvements identified within the Development Agreement, as determined by the Village Board of Trustees, in an amount not less than \$1,000,000.00.

ARTICLE IV – EXECUTIVE PAR 3 GOLF COURSE

Section 4.01 – Executive Course Variance. The Company and the Village have negotiated the provision of this Article IV in contemplation of the Company constructing, operating and maintaining a potential Executive Par 3 Golf Course (“Executive Course”) on the portion of the Remaining Greenspace known as the Center Cut, legally defined on the attached Exhibit “D” and incorporated by reference herein. The terms and conditions of this Article IV are intended to allow for variation in the maintenance obligations for the Center Cut by the Company in conformance with traditional golf course construction and maintenance. It is the understanding of the Parties that the Executive Course maintenance obligations will exceed the obligations of Section 3.02 above for as long as the Company operates, and/or maintains an Executive Course on the Center Cut. Until such time as the Company constructs the Executive Course, the maintenance obligations of Section 3.02 shall remain in effect for the Center Cut. Any Remaining Greenspace that is not incorporated within the Executive Course shall remain within the maintenance obligations and responsibilities of the Company pursuant to Section 3.02 above.

Section 4.02 – Discontinuation of Executive Course. Should the Company discontinue operations of any Executive Course on the Center Cut in the future, the Company shall be required to: (i) remove sand traps, natural plantings, and other golf course facilities at the direction of the Village, (ii) restore the ground to the condition that it was being maintained in prior to the construction of the Executive Course, and (iii) thereafter continue such maintenance pursuant to Section 3.02 above.

Section 4.03 – Preservation of Existing Improvements. Before commencement of any construction, maintenance, or operation of an Executive Course, the Company shall have the following obligations as it relates to improvements constructed pursuant to Section 3.01(a)(i), 3.01(g), and 3.01(h) herein:

- (a) Company shall establish a new Field Area north of the new tennis courts at the Recreation Center with the same or greater dimensions as 300 feet long and 160 feet wide and provide parking for up to eight (8) golf carts. The new Field Area will be irrigated and maintained to at least the same requirements as the Field Area identified in Section 3.01(a)(iv) hereinabove (but shall include such screening or other appropriate measures as may be necessary to protect the Field Area from golf balls coming from the Country Club Golf Driving Range),
- (b) Company shall construct a new Bathroom Facility of equal or greater quality and size to the Bathroom Facility identified in Section 3.01(g) hereinabove to be placed in the immediate vicinity of the new Field Area, and
- (c) Developer shall extend the then existing Walking Trail system identified in Section 3.01(h) hereinabove by creating a new Walking Trail loop on the former Sechrest Hole #2, subject to the approval of the Association. See attached Exhibit “E” for a pictorial depiction of the anticipated Walking Trail on the former Sechrest #2 should an Executive Course be constructed, operated and maintained. This Article IV shall prevail if there is any conflict between the language herein and such pictorial description.

Section 4.04 – Executive Course Development Criteria. Section 1 of the recorded deed restrictions placed upon the Center Cut contemplates the allowance of a golf course to enhance the recreational nature of the area. Should the Company decide to construct, operate, and maintain an Executive Course, the following development and maintenance criteria shall apply:

- (a) The Executive Course shall be operated as an amenity of the Loch Lloyd Country Club and accessible only by members and guests of said Loch Lloyd Country Club,
- (b) Unless the Company designates otherwise and is approved by the Village, the Executive Course boundary shall commence: (i) no closer than five feet (5’) from the inside edge of the modified Walking Trails or (ii) if there is no Walking Trail

behind the adjoining property, no closer than five feet (5') from the adjoining property line.

- (c) The Executive Course boundary may envelope and replace the Field Area contemplated in Section 3.01(a)(iv), the Bathroom Facilities contemplated in Section 3.01(g), and portions of the Walking Trails contemplated in Section 3.01(h), but only after alternative facilities and improvements are constructed pursuant to Section 4.03 above,
- (d) The Bathroom Facility contemplated in Section 3.01(g) hereinabove may be removed, replaced, or maintained by the Company as part of any future Executive Course (for use by its members and guests), but only after new Bathroom Facilities have been constructed pursuant to Section 4.03(b) above.
- (e) Prior to commencement of construction on an Executive Course, the Walking Trail may be modified as described herein:
 - i. The portion of the Walking Trail system from the former Sechrest Hole #9 through and to Grace Drive shall be retained as a part of the modified Walking Trail system.
 - ii. In the interests of safety, the portion of the Walking Trail system on the former Sechrest Hole #8 from its intersection with the Walking Trail system on the former Sechrest Hole #9 west and south to its intersection with the new portion of the Walking Trail system added between 16897 Highland Ridge and Lot 23S as depicted on Exhibit "C", may be removed,
 - iii. The portion of the Walking Trail system from between 16897 Highland Ridge and Lot 23S as depicted on Exhibit "C" through and to Grace Drive shall be retained as part of the modified Walking Trail.
 - iv. If a portion of the Walking Trail system contemplated pursuant to Section 3.01(g) and Exhibit "C" falls within the boundaries of the Executive Course, it may be removed by the Company so long as there is a modified Walking Trail constructed and maintained as described below and as depicted on Exhibit "E".
 - v. No portion of the modified Walking Trail shall be within fifteen feet (15') of an abutting property line.
 - vi. In the realignment or movement of any portion of the Walking Trail, the Company shall make every reasonable effort to preserve and not damage

existing trees and will not remove any existing trees without the permission of the closest adjacent/abutting property owner.

- (f) Notwithstanding Section 3.02, the Executive Course may contain decorative, lower-maintenance areas containing native grasses, plantings or other materials whose height may exceed four inches (4”) under the following conditions (the “Decorative Areas”):
- i. Grasses and plants utilized for Decorative Areas shall consist of non-invasive landscape quality grasses or other plantings that grow 36 inches (36”) in height or less and would typically be purchased from professional growers and used in high-quality landscape applications.
 - ii. The Company shall keep all Decorative Areas free of weeds or other wild growing plant varieties, invasive or noxious weeds or plants of any kind.
 - iii. Grasses or plantings in Decorative Areas may not block or hinder the view of the Executive Course by the Walking Trail system, or abutting property owners on either the Executive Course.
 - iv. Decorative Areas shall be utilized as an accentuator to the golf course landscaping, feel and experience, and not as a means of avoiding mowing or maintenance obligations in Section 3.02 above. It is anticipated that Decorative Areas will consist of less than 5% of the area within the Executive Course boundaries. (iv). Decorative Areas shall be utilized as part of the Executive Course design as part of the golf course landscaping, feel and experience. Decorative Areas will not be utilized any closer than ten feet (10') to the inside any Walking Trail that abuts a residential lot or, if there is no Walking Trail abutting a residential lot, within twenty-five feet (25') of such residential lot's property line (the "Buffer"). To the extent an area is within the Buffer or beyond the reasonable boundaries of the Executive Course design, the turf will remain compliant with Section 3.02 and will be maintained accordingly.

Section 4.05 – Access to Improvements. For the avoidance of doubt, and in accordance with Section 8.05 of the Development Agreement, the new Bathroom Facility, the new Field area, new and/or modified Walking Trail system and at least five (5) feet on both sides of such new and/or modified Walking Trail system shall be and remain open for use by all of Loch Lloyd residents and their guests.

ARTICLE V – ADDITIONAL WALKING TRAIL OBLIGATIONS

Section 5.01 – Annual Inspection. The Company and the designated representative engineer of the Village shall annually inspect all of the Walking Trails under the care and

purview of this Agreement for identification of any repair, patching, and replacement of wear, tear, or damage, as necessary to maintain the quality and safety of the walking surface. Any needed repairs will be performed using a chip and seal method or better in a workman like manner within ninety (90) days of such inspection.

Section 5.02 – Walking Trail Safety. It shall be the responsibility of the Company to inspect and resolve any safety related issues with the Walking Trail upon five (5) days' written notice of the same from the Village.

ARTICLE VI - EVENTS OF DEFAULT AND REMEDIES

Section 6.01. Subject to Excusable Delays, such as weather or other acts of God, an "Event of Default" under this Agreement means the Breach by the Company, in the reasonable determination by the Village, to perform any of the rehabilitation maintenance, or other obligations required under this Agreement and the continuance of such Breach for:

- (i) in the case of any rehabilitation obligation under Sections 3.01 or 3.06, any maintenance obligation under Sections 3.02(b) through (d), 3.02(h) through (i), or Section 5.01, or any maintenance, design, improvement or other obligation under Article IV (if the Company has elected to construct, maintain, and operate an Executive Course, or has elected thereafter to discontinue operations of same) a period of sixty (60) days after the Village has delivered to Company a written notice identifying such Breach with reasonable specificity; provided, that if such Breach cannot be fully remedied within such sixty (60) day period, but can reasonably be expected to be fully remedied and the Company is diligently attempting to remedy such Breach, such Breach shall not constitute an Event of Default if the Company shall, immediately upon receipt of such notice, diligently attempt to remedy such Breach and shall thereafter complete the same with due diligence and dispatch.
- (ii) In the case of any mowing or other obligation under Section 3.02(a) or Section 3.02(e) through (g), a period of seven (7) days after the Village has delivered to Company a written notice identifying such Breach; provided, that if the Company remedies such Breach within such 7-day period, it shall not constitute an Event of Default.

Section 6.02. An Event of Default under this Agreement that the Company does not cure shall constitute a Company Event of Default under the Development Agreement with rights to all available enforcement of said Development Agreement. If the Village exercises its

rights under Section 10.03 of the Development Agreement by taking action to remedy the breach, the costs may be charged to the Company as a special tax bill against the Remaining Greenspace or added to the annual real estate tax bill for the Remaining Greenspace pursuant to Section 67.398 RSMo.

ARTICLE VII – MISCELLANEOUS PROVISIONS

Section 7.01. Applicable Law. This Agreement shall be taken and deemed to have been fully executed, made by the Parties in, and governed by, the laws of the State of Missouri for all purposes and intents.

Section 7.02. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 7.03. Entire Agreement; Interpretation and Severability. This Agreement and the Development Agreement constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is made and entered into in furtherance of the parties' agreements under the Development Agreement. To the extent possible, they should be interpreted as complimentary and not in conflict; provided, however, in the event any provision of the Development Agreement is inconsistent with, or contradictory to, this Agreement, this Agreement shall control. The omission of any obligation under the Development Agreement in this Agreement shall not be interpreted as an inconsistency or contradiction, or void any such obligation under the Development Agreement. In the event any section, term or provision of this Agreement, and notwithstanding Section 12.15 of the Development Agreement to the contrary, the Development Agreement, including the Impact Representations set forth therein, shall remain in full force and effect following the execution and delivery of this Agreement. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

Section 7.04. Limit on Liability. The Parties agree that no Trustee, official, director, officer, agent, employee, representative, attorney or consultant of the Village shall be personally or otherwise in any way liable to the Company in the event of any performance by the Village under this Agreement.

Section 7.05. Headings. Headings of articles and sections are inserted only for convenience and are in no way to be construed as a limitation or expansion on the scope of the particular articles, sections or subsections to which they refer. Words in the singular shall include the plural, and vice versa, where appropriate.

Section 7.06. Notices. Any notice, demand, or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, electronic mail (e-mail), or delivered personally, or by a reputable overnight delivery service:

In the case of the Company to: S9-Redev, LLC
Attn: Jessie Bustamante
11150 Overbrook Road, Suite 210
Leawood, Kansas. 66211-2235
E-mail: jessie@tifec.com

With a copy to: Steve Mauer
Mauer Law Firm
1100 Main Street, Suite 2100
Kansas City, MO 64105
E-mail: semauer@mauerlawfirm.com

In the case of the Village to: Village of Loch Lloyd, Missouri
Attn: Village Clerk
16897 S. Highland Ridge Dr.
Village of Loch Lloyd, MO 64012
E-mail: villageoflltrustee@gmail.com

With a copy to: Jonathan Zerr, Village Attorney
Kapke Willerth, LLC
3304 NE Ralph Powell Road
Lee's Summit, MO 64064
E-mail: Jonathan@kwlawkc.com

or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

Section 7.07. Encumbrance of Covenants; Release for Property Transferred to HOA.

- (a) Except as provided in Section 7.07(b) below, the covenants, conditions and agreements herein shall run with the Remaining Greenspace and shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns, and any future subsequent owners of the Sechrest Property. The

obligations and requirements imposed upon the Company by this Agreement shall extend to all successors and assigns of the Company.

- (b) By separate agreement, portions of the Remaining Greenspace are contemplated to be conveyed by the Company to the Loch Lloyd Homes Association, Inc. (the "Association"), to be utilized as common area, or recreational open space. Any portions of the Remaining Greenspace conveyed to the Association pursuant to such agreement, shall be relieved of any and all obligations, conditions, or requirements imposed pursuant to this Agreement and no further action shall be required for the release of such obligations, conditions and requirements except the delivery and recordation of a deed from the Company to the Association.
- (c) Notwithstanding the foregoing, in the event the Remaining Greenspace (other than the Center Cut) is conveyed to the Association prior to the full performance of the Company's rehabilitation obligations under Section 3.01 with respect to the Remaining Greenspace so conveyed, the Company shall remain primarily responsive for such obligations until fully performed.

Section 7.08. Inspection Rights. The Village and its agents and employees may enter upon the Remaining Greenspace, and any improvements constructed thereon to perform periodic inspections to ensure that the maintenance obligations and requirements imposed herein are being performed. These inspections will be conducted at reasonable times. Whenever reasonable, the Village will notify the Company prior to entering the Remaining Greenspace. The Company shall provide a right of ingress and egress for the Village and its agents and employees to perform the periodic inspections referenced above. If the Village finds that corrective action must be undertaken to return the Remaining Greenspace to its original improved condition, as shown on and described in the Impact Representations, or to comport with this Agreement, the Company shall complete such corrective actions upon notice, or be subject to the provisions of Article IV herein.

Section 7.09. Compliance With Laws. The Company, at the Company's sole expense, shall maintain the Remaining Greenspace in a Parklike Manner in perpetuity and in a manner which will enable the Remaining Greenspace to remain in compliance with the laws of the State of Missouri, the County of Cass, and the Village, as those laws may be amended and adopted from time to time.

Section 7.10. Termination and/or Amendment. This Agreement may be terminated, and/or amended provided that such amendment or termination shall be mutually agreed upon in writing and signed by all Parties hereto, including any successor and assign of the Company. Oral modifications or amendments of this Agreement are of no force or effect and Company will not be released from any obligation to provide the rehabilitation, improvements or maintenance referenced herein, or within the Development Agreement without the express written consent of the Village and the execution of a surety which will, in the sole determination of the Village, adequately protect the interests of the public in the required construction and maintenance, improvement and rehabilitation of the Remaining Greenspace.

Section 7.11. Recordation of Agreements. This Agreement and the Development Agreement may be recorded by Village so as to create a perpetual encumbrance upon the Remaining Greenspace, benefitting the Village and subjecting the Company, and any/all of its successors and assigns to the rights, obligations and requirements of this Agreement.

Section 7.12. Obligations Effective Upon Execution. The obligations, duties, responsibilities, and conditions imposed by the terms and conditions of this Agreement shall be effective upon its execution by the Parties regardless of the date and timing of its recordation.

Section 7.13. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver any party shall operate or be construed as a waiver in respect of any failure, breach, or default, not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 7.14. Exhibits. All exhibits which are attached or referred to in this Agreement, including specifically the Exhibit "G" of the Development Agreement (the Impact Representations) are specifically incorporated herein by reference and form an integral part hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

Exhibit "A"
Remaining Greenspace Legal Description

Exhibit "B"
Berming Representations

Exhibit "C"
Walking Trail System Without Contemplated Executive Course

Exhibit "D"
Center Cut Legal Description

Exhibit "E"
Walking Trail System With Contemplated Executive Course