

Exhibit "A" of Ordinance 98-896

PROFESSIONAL FEE AGREEMENT

This Professional Fee Agreement is made and entered into this _____ day of _____, 20____ by and between the Village of Shorewood, an Illinois Municipal Corporation ("Village"), and _____ ("Developer") for the project known as _____, the legal description of which is as follows:

WITNESSETH:

WHEREAS, the Developer desires to secure Village approval of its proposed project; and

WHEREAS, it will, therefore, be necessary for the Village to engage its independent professional staff to review and comment upon the work of the Developer and its professionals; and

WHEREAS, the fees for said professional staff in doing said work for the Village shall be paid by the Developer.

NOW, THEREFORE, in consideration, the receipt and sufficiency of which is expressly acknowledged by each of the parties hereto, IT IS MUTUALLY COVENANTED AND AGREED by, among and between the respective parties hereto as follows:

SECTION 1 PROFESSIONAL FEES

The Developer shall pay to the Village any and all professional fees and expenses incurred by the Village in conjunction with the Developer's project from this date through the project's completion as determined by the Village and/or Village's acceptance of all public improvements associated with the project, whichever occurs last. Professional fees and expenses include,

but are not limited to, it's attorneys, land planners, engineers, traffic and transportation consultants. Professional fees shall also include, but are not limited to, all time associated with review, analysis, discussions, meetings, inspections, planning and other work or services performed on behalf of the Village in conjunction with the project.

SECTION 2 SECURITY

Concurrent with the execution of this agreement, the Developer shall post as security, with the Village, the following amount which is dependent on the size of the project:

- | | | |
|--------------------------|----------------------|-------------|
| <input type="checkbox"/> | 10 acres or less | \$3,000.00 |
| <input type="checkbox"/> | 11 acres to 99 acres | \$8,000.00 |
| <input type="checkbox"/> | 100 acres or more | \$10,000.00 |

The Village is specifically authorized to apply this security in payment of such fees, costs and expenses in the event the Developer fails to make payments, as described in Section 3 of this agreement. The Developer is obligated to continuously maintain this amount of deposit with the Village until the project's completion.

SECTION 3 PAYMENT

The Village shall provide the Developer with timely invoices itemizing the fee and the work performed. The Developer shall pay the Village within thirty (30) days of the date of the invoice from the Village. If the Developer does not pay the invoice within the thirty-(30) day period, interest shall accrue on the unpaid balance at the rate of eighteen percent (18%) per annum. The Village shall also, following written notification to the Developer, direct that all professional staff cease work on the project until the invoice is paid in full. If the Developer has progressed to the stage where building or occupancy permits are being issued, such permits may be withheld until all fees are paid to the satisfaction of the Village.

SECTION 4 COOPERATION

The Developer shall fully cooperate with the Village, its officials and independent professional staff with respect to its project.

SECTION 5 REPRESENTATION OF VILLAGE ONLY

The Developer acknowledges that the Village's in-house and independent professional staff solely represents the Village and the Village's interest and do not represent the Developer.

SECTION 6 CONFLICT

If the terms and provisions of this agreement conflict with any ordinance of the Village or agreement between the parties, the terms and provisions of this Professional Fee Agreement shall supersede, set and control any other terms and provisions.

SECTION 7 ATTORNEY'S FEES

In the event any suit is brought to enforce or which otherwise affects this agreement or any of its provisions, the Developer, in addition to all other costs, shall pay the Village's attorney's, expert witness fees, costs and expenses associated with such litigation.

SECTION 8 SEVERABILITY

The invalidity of any paragraph or subparagraph of this Professional Fee Agreement shall not impair the validity of any other paragraph or subparagraph. If any provision of this Professional Fee Agreement is determined to be unenforceable, such provision shall be determined severable and the Professional Fee Agreement may be enforced with such provision severed or as modified by such court.

SECTION 9 ENTIRE AGREEMENT

This Professional Fee Agreement embodies the entire agreement and understanding between the parties and there are no other agreements, representations, warranties or understanding, oral or written, between the parties with respect to the subject matter of this Professional Fee Agreement. No alteration, modification, amendment or change of this Professional Fee Agreement shall be valid unless by like instrument.

IN WITNESS WHEREOF, the Village of Shorewood, an Illinois Municipal Corporation, has caused this Professional Fee Agreement to be duly executed by the Village President, attested to by the Village Clerk and its corporate seal affixed thereto, all in accordance with and pursuant to due authority vested in them by the Board of Trustees of said Village, and the Developer has heard and affixed his/her hand and seal, all as of the day and year first above written.

DEVELOPER

VILLAGE OF SHOREWOOD
an Illinois Municipal Corporation

By: _____
It's duly authorized agent

By: _____
Its President

ATTEST:

ATTEST:

Village Clerk