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Cook County Recorder 199.00

STATE OF ILLINOIS)
COUNTY OF COOK)
COUNTY OF WILL)



CLERK'S CERTIFICATE

I, FRANK W. GERMAN, JR., the duly elected qualified, and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that the attached hereto is a true and correct copy of that Resolution on file in my office, entitled:

RECORDING FEE 199.00
DATE 8/18/00 COPIES 0
OK BY JYM 4/24

RESOLUTION NUMBER 2000-R-029

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT - MISTY PINES - SOUTHEAST CORNER OF 183RD STREET AND RIDGELAND AVENUE

P.I.N.: 28-32-402-008 & 31-05-100-023

which Resolution was passed by the Board of Trustees of the Village of Tinley Park, at a regular meeting held on the 27TH day June, 2000 at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 27th day of June 2000.

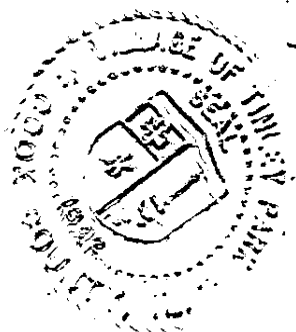
I FURTHER CERTIFY that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of Tinley Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Tinley Park, and that the result of said vote was as follows, to-wit:

AYES: REA, SEAMAN, HANNON, BETTENHAUSEN, HEFFERNAN
NAYS: NONE
ABSENT: MAHER

I DO FURTHER CERTIFY that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 27th day of June 2000.

F	A
P	P
T	V
S	



Frank W. German, Jr.
FRANK W. GERMAN, JR.
VILLAGE CLERK

MAIL TO RECORDER'S BOX 324 (NFK)

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RESOLUTION NO. 2000-R-029

RESOLUTION AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT - MISTY PINES -
SOUTHEAST CORNER OF 183RD STREET AND RIDGELAND AVENUE

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did hold a public hearing to consider an annexation agreement for the annexation of certain property not presently within the corporate limits of any municipality but contiguous to the Village of Tinley Park, a true and correct copy of such Annexation Agreement (the "Annexation Agreement") being attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the aforesaid public hearing was held pursuant to legal notice as required by law, and all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Annexation Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the

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aforesaid "Annexation Agreement - Misty Pines - Southeast Corner of 183rd Street and Ridgeland Avenue" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and behalf of said Village of Tinley Park the aforesaid Annexation Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 27th day of June, 2000, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: REA, SEAMAN, HANNON, BETTENHAUSEN, HEFFERNAN

NAYS: NONE

ABSENT: MAHER

APPROVED this 27TH day of June, 2000, by the President of the Village of Tinley Park.



Village President

ATTEST:



Village Clerk

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ANNEXATION AGREEMENT - MISTY PINES - SOUTHEAST CORNER OF 183RD STREET AND RIDGELAND AVENUE

INTRODUCTION.

1. This Agreement entered into this 27th day of June, 2000, by and between the VILLAGE OF TINLEY PARK, Cook and Will Counties, Illinois, a municipal corporation (hereinafter referred to as the "Village"); and MISTY PINES, LLC, 6811 West 167th Street, Tinley Park, Illinois, who is both the owner of the subject property and the proposed developer thereof (hereinafter referred to as the "Developer");
2. The Property subject to this Agreement and legal title to which is vested in the Developer (excepting such portion as is dedicated to the public), is legally described in EXHIBIT A attached hereto and made a part hereof. The said property is hereinafter referred to as the "Subject Property."
3. The Subject Property is generally located at the southeast corner of 183rd Street and Ridgeland Avenue. The Subject Property contains approximately eighteen and one-half (18.5) acres and is contiguous with the Village of Tinley Park.
4. The Subject Property is proposed to be developed by the Developer as a R-6 Planned Unit Development with 128 condominium dwelling units as shown on EXHIBIT B hereto.
5. The Village of Tinley Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village



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under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

RECITALS:

1. The parties hereto desire that the Subject Property be annexed to the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be zoned and developed in the manner as set forth in this Agreement under the Planned Unit Development provisions in the R-5 Medium Density Residential District under the Tinley Park Zoning Ordinance.
2. Developer has petitioned the Village for annexation to the Village of the Subject Property at such time as he is ready to develop it, and for amendments to the zoning ordinance classifying the Subject Property as more fully hereinafter set forth.
3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation including the filing of a petition by Owner requesting annexation of the above-described Subject Property and a petition for zoning of the Subject Property to enable its development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such annexation and rezoning as herein provided, including all hearings as are necessary to effectuate the plan of development herein set forth.

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4. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board of Trustees to achieve the following:
 - (a) Adoption and execution of this Agreement by ordinance;
 - (b) Enactment of annexation ordinances annexing the Subject Property as described above to the Village;
 - (c) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including the classification of the Subject Property for purposes of zoning pursuant to the terms and conditions of this Agreement;
 - (d) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.
5. The Subject Property is not within a library district nor a fire protection district nor are any roads adjacent to or on the Subject Property under the jurisdiction of a township.
6. The parties hereto have determined that it is in the best interests of the Village and the Developer and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will constitute an improvement of the tax base of the Village, be in implementation of the comprehensive plan of the Village and will constitute a preservation of environmental values.

SECTION ONE: Annexation.

The Owner has filed a petition for annexation of the Subject Property to the Village pursuant to statute in such cases made and provided.

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Subject to the relevant provisions of Chapter 65, Act 5, Article 7, of the Illinois Compiled Statutes, (65 ILCS 5/7-1-1 et seq.), and such other statutory provisions as may be relevant and the Home Rule powers of the Village, the Village shall by proper resolution and ordinance, cause approval and execution of this Agreement and cause the Subject Property to be annexed to the Village. Also the Village, upon annexation, shall thereafter adopt all ordinances respecting the zoning and use and development of the Subject Property as herein provided. A plat of annexation of the Subject Property is attached hereto as EXHIBIT C. The new boundary of the Village resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of even highway within the area so annexed.

The Owner shall do all things necessary and proper to carry out and perform the terms, conditions and provisions of this Agreement and effectuate the annexation of the Subject Property to the Village, and to aid and assist the Village to do the same.

The Village shall also take all actions necessary to carry out and perform the terms and conditions of this Agreement and to effectuate the annexation of the Subject Property to the Village.

SECTION TWO: Zoning, Plan Approval and Design Standards.

A. The Village, upon annexation and necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, shall by proper ordinance

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after execution of this Agreement and annexation of the Subject Property to the Village cause the Subject Property to be classified under the Zoning Ordinance of the Village as R-6 Medium Density Residential District, and that a special use shall be granted for a planned unit development once all necessary procedures have been followed and approvals obtained, which planned unit development shall be substantially as set forth in the concept plan attached hereto and made a part hereof as EXHIBIT B. Developer shall be entitled to construct a total of not to exceed 108 condominium units in thirteen buildings of 8 units each and one building with 4 units, with a maximum height for each building of 2 stories.

B. The Subject Property shall be developed substantially in accordance with the concept plan appended hereto and incorporated herein as EXHIBIT B entitled "MISTY PINES" prepared by ARETE 3 of Tinley Park, Illinois and dated as of January 21, 2000 ("Concept Plan"). The Developer agrees that the Subject Property shall be developed substantially in accordance with said Concept Plan (EXHIBIT B) as approved or as may be subsequently amended and approved by the Village.

C. Developer shall provide a one car garage for each unit and also one parking space for each unit located outside of the garage (on the driveway into the garage) with an additional 54 outside parking spaces located in the areas designated on EXHIBIT B. Developer may add parking garage buildings constructed primarily on the exterior boundaries of the Subject Property as approved by the Village in the future.

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D. Developer shall construct walking paths throughout the Subject Property at the locations indicated on EXHIBIT B.

E. Developer agrees that any development of the Subject Property shall comply fully with a specific landscape plan, which landscape plan shall be subject to the approval of the Village.

F. It is further understood and agreed that all development shall be subject to architectural review and approval by the Village. Such review and approval shall include, but not be limited to, the architectural plans for the exterior of any buildings including the exterior building materials (metal exteriors are prohibited), roof elevations, etc.

C. Plat Approval - Phasing. The Village agrees that individual plats of portions of the Subject Property may be recorded in phases in the Office of the Recorder of Deeds of Cook County, Illinois. At the discretion of Developer, each phase or combination of phases may be considered a separate subdivision, providing such subdivision as proposed complies with all provisions of this Agreement and the Subdivision Regulations Ordinance of the Village and further provided the Plan Commission of the Village has reviewed any such plat of subdivision, has recommended its approval to the Village Board as being in compliance with this Agreement and the applicable provisions of the Subdivision Regulations Ordinance, and provided that the Village Board approves such plat as being in full compliance with the applicable provisions of this Agreement and the Subdivision Regulations Ordinance.

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SECTION THREE: Utility Recaptures and Contributions.

A. In accordance with the Village's policy of providing recapture to the Village or developers who have extended and/or oversized sewer, water, central retention ponds, and other utilities or public improvements beyond their territory to serve other territories, and particularly, the Subject Property, and the policy of providing recapture for the construction of future central retention ponds, Developer shall pay to the Village all sums of money due to the Village or other developers who are entitled to recapture for extending and/or oversizing utilities or public improvements, or for future public improvements, to serve the Subject Property in accordance with and limited to the schedule set forth below.

1. The following recapture which includes all interest, shall be paid upon annexation of the Subject Property:

<u>Recaptures</u>	<u>Total Amount Due Upon Annexation*</u>
<u>Water Main</u>	
Ridgeland Avenue 12" Water Main (\$64.63 per lineal foot of frontage based on 220 feet of frontage)	\$14,218.60

*Includes applicable interest to the date of this Agreement. Such amount shall be increased each January 1st, commencing on January 1, 2000, by the percentage increase in the Construction Price Index for the previous year as published by ENR, or a comparable trade index if such Index ceases to be published.

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It is understood and agreed by Village and Developer that the above water main recapture amount shall be paid at time of annexation of the Subject Property.

SECTION FOUR: Contributions.

Upon the issuance of each building permit, Developer shall make the following contributions at the time of issuance of each building permit, which are payable to the Village on behalf of the following:

	<u>Per Residential Unit (not building)</u>
Water Construction Fund	\$ 300.00
Sewer Construction Fund	\$ 100.00
Elementary School District 159	\$1,000.00 per residential unit (not per building)
Consolidated H.S. District 227	\$ 500.00 (per residential unit (not per building)
Tinley Park Volunteer Fire Department	\$ 100.00
Tinley Park Board of Library Directors	\$ 100.00
Tinley Park Park District	\$ 350.00
E.S.D.A. Siren System	\$ 15.00

In the event the Developer develops the site as an age-restricted community under the senior citizen exclusion of the federal Fair Housing Act and prohibits families with children under the age of 18, then contributions for schools will be waived as long as proof of a recorded

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restriction is submitted to the Village. In the event that such recorded restriction is canceled or terminated in any way, then the above contributions for schools will no longer be waived, and Developer shall make such contributions for not only the units not then currently built, but also for all units previously built.

In addition to the above contributions, Developer shall contribute the sum of \$14,300.00 for the Village's peripheral Road Fund (\$65.00 per lineal foot for 220 feet of frontage on Ridgeland Avenue, which amount shall be due and payable upon the issuance of each building (not unit) permit for the first 4 buildings to be built in four equal payments of \$3,575.00 per permit. For each of said first 4 buildings the entire amount shall be due and payable at the time of issuance of the building permit.

SECTION FIVE: Storm Sewers and Storm Water Detention.

Storm water run-off emanating from the Subject Property shall be retained in the proposed storm water detention facilities to be constructed and installed by Developer generally at the on-site locations designated on EXHIBIT B in accordance with final engineering plans and specifications approved by the Village. In addition, the Developer shall construct and install all related storm water sewers to service the Subject Property. The design criteria, location, construction and maintenance for the storm sewers and detention facilities shall meet all standards of the Village currently in force as of the date of this Agreement and of the Metropolitan Water Reclamation District of Greater Chicago, shall be in accordance with

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engineering plans approved by the Village, and shall be completed by the Developer at its expense. Developer shall complete the construction of the detention facilities, except for sodding, for each phase prior to the issuance of any occupancy permit for any buildings within that phase.

It is further understood and agreed that Developer shall be granted a variation from the Village's Master Central Detention Plan to permit on-site retention facilities to service the entire Subject Property. Such facilities shall be privately maintained by Developer. Such facilities shall be constructed in accordance with final engineering plans approved by the Village. All engineering for permanent retention facilities for each phase must be completed and approved by the Village.

All storm water retention facilities shall be maintained by the Developer during the course of development, and thereafter shall be maintained by a property owners association in accordance with a declaration of covenants and restrictions to be recorded on the Subject Property, which declaration shall be subject to approval by the Village. Such declaration shall provide the Village with the right, but not the duty, to go upon any portion of the Subject Property to maintain and/or repair or replace facilities if they are not suitably maintained so that they remain fully operational, and if the Village takes, in its sole discretion, any such action, such declaration shall provide that the property owners association shall immediately upon demand reimburse the Village for all expenses incurred by the Village against the particular portion of

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the Subject Property, and, if not promptly paid, the declaration shall further provide the Village with the right to record a lien for the unpaid expenses against the appropriate portion of the Subject Property.

The Developer shall be required to improve the Union Drainage Ditch adjacent to the Subject Property in accordance with engineering plans approved by the Village Engineer and subject to permits granted by the U.S. Army Corps of Engineers and the Illinois Department of Natural Resources - Office of Water Resources.

SECTION SIX: Easements.

The Developer agrees to grant all necessary easements to serve the Subject Property as it is proposed to be developed, with the easements naming as grantee the Village and/or other appropriate entity designated by Village, for the extension of sewer, water, or other utilities, including cable television, or for other improvements which may serve not only the Subject Property, but other territories in the general area. Such easements shall include an easement covering all of the storm sewer and storm water detention facilities, including access thereto. Such easements shall be granted at the time requested by the Village. It shall be the responsibility of the Developer to obtain all easements, both on site and off site, necessary to serve the Subject Property. Developer shall not be entitled to connect any of the Subject Property to the Village's water and sanitary sewer systems if such easements are not provided to the Village upon its request.

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SECTION SEVEN: Developmental Codes and Ordinances and General Matters.

Except as otherwise provided in this Agreement, the development of the Subject Property and each portion thereof shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date each respective permit for development of each lot or portion of the Subject Property is issued but, insofar as the zoning, subdivision and storm water retention codes are concerned, as they exist at the time of approval of the final plat of subdivision for each phase of the proposed development. Provided, however, nothing herein shall be construed to prohibit or limit the right of the Developer to construct the number of units set forth in Section Two (A) of this Agreement. Planning and engineering designs and standards, and road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Tinley Park at such time.

No building permits in any phase shall be allowed or issued prior to installation of the aggregate base course for each common driveway in each such phase of the development and otherwise in compliance with the ordinances, rules and regulations of the Village, and no occupancy permit shall be issued for any building prior to the completion and acceptance by

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the Village of the required public improvements for each such phase of development, except for the final surface course for the common driveways.

SECTION EIGHT: Streets and Sidewalks.

The Developer shall provide access to each site within the Subject Property in accordance with EXHIBIT B. Access to 183rd Street shall be limited to right in/right out only provided that such access is approved or required by the Illinois Department of Transportation (IDOT). Developer also agrees to construct any improvements to 183rd Street required by IDOT.

It is understood that the Subject Property will be developed as a gated community. Accordingly, all streets located therein shall be private streets. Access, however, shall be provided for emergency vehicles (including police, fire and public works vehicles) at a location along 183rd Street satisfactory to the Village and in accordance with final engineering plans approved by the Village. Developer at its expense shall provide the Village with all necessary equipment (such as keys, transmitters, etc.) to utilize such access as well as a declaration of covenants and restrictions to be recorded and granting access to all Village vehicles along all private streets. Such declaration shall be in a form and substance satisfactory to the Village. The private streets and common driveways shall be constructed in accordance with Village street standards, including modified edge curbs, and in accordance with final engineering plans

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approved by the Village Engineer. The Developer shall provide ingress/egress easements and designate fire lanes as approved by the Village.

The final wearing surface on streets and common driveways shall not be installed until a period of twelve (12) months after installation of the base. Such private streets shall be maintained by Developer during the course of development and thereafter either by Developer and/or any subsequent homeowners association formed in connection with the Subject Property, and if not so, then by the individual property owners within the Subject Property. Developer shall be responsible for keeping the streets and common driveways free from construction debris and for repair of damages to the streets and common driveways caused by the Developer's construction traffic.

The Developer shall install street lights at 300 foot intervals along all streets (both public and private) and common driveways and, in addition, at each intersection on Ridgeland Avenue and 183rd Street at locations approved by the Village Engineer and in accordance with final engineering plans approved by the Village.

Developer shall provide a connecting series of paved walking paths within the development at the locations set forth in EXHIBIT B and in accordance with final engineering plans approved by the Village.

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SECTION NINE: Impact Requirements.

Developer agrees that any and all recaptures, contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents, and in particular the present, if any, and future residents of the Subject Property, with access to and use of public utilities, streets, libraries, schools, parks and recreational facilities, fire protection, and emergency services. Developer further agrees that the recaptures, contributions, dedications, donations and easements required by this Agreement are reasonably related to and made necessary by the development of the Subject Property.

SECTION TEN: Subordination of Mortgage(s).

In the event there are any existing mortgages or other liens of record against the Subject Property, Owner and Developer shall obtain by appropriate document(s) a subordination of right of such mortgagee and/or lienholder to the terms of this Agreement. In the event that the Owner and/or Developer (or any future owner and/or developer) obtain a mortgage or other loan of money secured by the Subject Property, the Owner and/or Developer (or future owner and/or developer) as the case may be, shall secure from such mortgagee or lender a subordination of its (their) rights to the terms and conditions of this Agreement.

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SECTION ELEVEN: Water Supply.

Developer shall be required to construct at its expense all necessary water mains to service the Subject Property, all in accordance with the Subdivision Regulations Ordinance of the Village and final engineering plans approved by the Village.

SECTION TWELVE: Sanitary Sewers.

Developer shall be required to construct at its expense all necessary sanitary sewers to service the Subject Property in accordance with the Subdivision Regulations Ordinance of the Village and final engineering plans approved by the Village.

SECTION THIRTEEN: Utilities.

All electricity, telephone, cable television and gas lines shall be installed underground, the location of which underground utilities shall be at the Developer's option.

SECTION FOURTEEN: Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of the Subject Property, assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of twenty (20) years from the date of execution hereof and any extended time that may be agreed to by amendment.

The terms and conditions of this Agreement relative to the payment of monies to the various Village recapture funds, contributions to the Village, granting of easements to the Village,

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dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION FIFTEEN: Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Village President
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
2. Village Clerk
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
3. *This document prepared by:*
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attention: Terrence M. Barnicle

For the Developer:

1. Misty Pines, LLC
6811 West 167th Street
Tinley Park, Illinois 60477

or such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

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SECTION SIXTEEN: Model Units.

Developer shall have the right to construct up to four model units, at any one time, sales offices and other appurtenant facilities. It is understood that in the event Developer constructs model units that the units ultimately constructed for sale shall be in substantial conformance with said model units.

SECTION SEVENTEEN: Signs.

After application is made to the Village's Zoning Administrator, and all required fees are paid, the Village will permit Developer to erect and maintain two outdoor advertising signs for this proposed development only. Such signs shall be not more than 8' x 16', double-faced in size. The signs shall be no higher than 14' from top of the signs to ground level, and may be exteriorly illuminated, and any such signs shall be located on the Subject Property and may so remain for the duration of Developer's sales program. Said signs shall advertise only development on the Subject Property. The locations of said signs upon the Subject Property shall be in accordance with the Village's Sign Ordinance and shall have reasonable setbacks from streets and highways as the interest of safety may require. It is further agreed that Developer shall obtain any permits for the signs required by the Illinois Department of Transportation and that said signs shall, in addition to the requirements set forth herein, comply with all applicable restrictions and provisions of the Illinois Highway Advertising Control Act. The Village shall have the right to compel removal of, and Developer shall so remove, such signs

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within ninety (90) days after the last building permit is issued, or within four (4) years from the date of this Agreement, whichever occurs later; provided, however, Developer shall in any event remove such signs no later than the time its development and all dwelling units are completely sold.

SECTION EIGHTEEN: Provisional Occupancy Permits.

The Village will grant provisional occupancy permits for individual residences between November 1st and May 15th if weather prevents the Developer from completing the following work for any such residence (it being understood that if other work remains to be done, no occupancy permit, provisional or otherwise, will be issued):

- (a) The asphalt or concrete has not been poured for the driveway, provided the stone base has been installed.
- (b) Installation of the required sidewalk.
- (c) Final grading.
- (d) Painting of the exterior.
- (e) Installation of the gutters and downspouts.

As a condition of the issuance of any such provisional occupancy permit, the Developer shall:

- (a) Provide the Village with a timetable (acceptable to the Village) for completion of the outstanding work which timetable shall be deemed a part of the occupancy permit.

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- (b) Provide a cash escrow with either the Village or a bank, title company or financial institution acceptable to the Village to guarantee the completion of the work within the approved timetable with the amount to be deposited in such escrow being in an amount equal to 150% of the estimated cost of completion of the work remaining to be done, with such cost estimate to be approved by the Village.

SECTION NINETEEN: Permits and Letter of Credit.

The Developer shall not be entitled to obtain any building permits, nor any sign permits, and shall not be entitled to construct any model units, signs, sales and/or rental offices or any other appurtenant facilities unless and until the proper letter of credit or cash deposit has been made to the Village in accordance with the Subdivision Regulations Ordinance of the Village, except as otherwise allowed in Section Fourteen. The letter of credit or cash deposit shall specifically include an amount to cover the cost of street trees and sidewalks as required by the Subdivision Regulations Ordinance and this Agreement.

Developer agrees that any dirt stock piles resulting from the development of the Subject Property shall be located in places as designated and approved by the Village, and for reasonable time periods not to exceed the earlier of either five years or the date on which 85 percent of the number of units/homes to be built on the Subject Property have been substantially completed, unless an extension is agreed to by the Village. In addition, the Village, shall have the right to draw upon the letter of credit provided for in this agreement to relocate or remove either the existing dirt stock pile or any dirt stock pile which results from the

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development should they not be placed in an approved location or should they not be permitted to remain beyond the time period specified by the Village.

SECTION TWENTY: Conveyance, Dedication and Donation of Real Estate and Certain Personal Property.

Any conveyance, dedication or donation of real estate required of the Developer (hereinafter referred to as Grantor for purposes of this Section) to the Village or other governmental authority under this Agreement shall be made in conformance with the following requirements and any other applicable provisions of this Agreement:

- A. Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title.
- B. Merchantable Title. Title to the real estate shall be good and marketable.
- C. Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed, plat of dedication, or appropriate dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:
 - (1) covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;
 - (2) terms of this Agreement;
 - (3) general taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of prior year's taxes is not determinable at the time of delivery, conveyance or dedication; and

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(4) such other exceptions acceptable to the grantee.

D. Title Insurance. Grantor, shall provide to grantee, not less than ten (10) days prior to the time for delivery of the deed, conveyance or dedication, a commitment for title insurance from Chicago Title Insurance Company or such other title insurance company acceptable to the grantee. The commitment for title insurance shall be in usual and customary form subject only to:

- (1) the usual and customary standard exceptions contained therein;
- (2) taxes for the year in which the deed is delivered and for the prior year if the amount of such prior year's taxes is not determinable at the time of delivery of the deed, conveyance or dedication;
- (3) subparagraphs 1 and 2 of paragraph C above; and
- (4) such other exceptions as are acceptable to the grantee.

The commitment for title insurance shall be in the amount of the fair market value of the real estate and shall be dated not less than twenty (20) days prior to the time for delivery of the deed, conveyance or dedication. Grantor shall further cause to be issued within thirty (30) days after delivery of the deed, conveyance or dedication a title insurance policy in such amount from the company issuing the commitment for title insurance, subject only to the exceptions stated above.

All title insurance charges herein provided shall be borne by Grantor.

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E. Taxes, Liens, Assessments, Etc. General taxes and all other taxes, assessments, liens and charges of whatever nature affecting the real estate shall be paid and removed prior to delivery of the deed, conveyance or dedication. To the extent that any such item cannot be removed prior to delivery of the deed, conveyance or dedication because the amount of the same cannot then be determined, Developer hereby covenants that it will promptly pay the same upon determination of such amount and that it will indemnify, hold harmless and defend the Village against any loss or expense, including but not limited to attorneys' fees and expenses of litigation, arising as a result of a breach of the foregoing covenant.

F. Delivery of Deed, Conveyance or Dedication. To the extent not provided in this Agreement, delivery of the deed, conveyance or dedication shall occur at a date, time and place mutually agreeable to Grantor and Village, otherwise at a date, time and place set by Village not less than thirty (30) days after notice thereof is given by Village to Grantor.

G. Environmental Assessment. Not less than thirty (30) days prior to any conveyance, dedication or donation of real estate required under this Agreement, any Village ordinance or other requirement, the Grantor, at its sole cost and expense, shall have caused to be prepared and submitted to the Village a written report of a site assessment and environmental audit (the "Environmental Audit"), in scope, form and substance, and prepared by an independent, competent and qualified environmental professional satisfactory to the Village, and dated not more than sixty (60) days prior to the transfer date, showing the

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environmental professional made all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial and customary practice in an effort to minimize liability, which takes into account and satisfies the "innocent landowner" provision set forth at 42 U.S.C. 9601(35), such that consistent with generally accepted environmental engineering practice and procedure and any applicable governmental rules, guidelines or regulations, no evidence or indication came to light which would suggest there was a release of substances on the property which could necessitate an environmental response action, and that no evidence or indication came to light which would demonstrate that the property and the facility complies with, and does not deviate from, all applicable federal, state, county, regional and local environmental statutes, laws, ordinances, rules and regulations ("Environmental Laws"), including the provision of any licenses, permits or certificates required thereunder. The scope of work for the performance of the Environmental Audit and the Environmental Audit report itself shall meet or exceed both the requirements of the American Society of Technology and Materials (ASTM) Standard Practices for Phase I Environmental Site Assessment (E1527-97) and the requirements of 415 ILCS 5/22.2(j)(6)(E). The Environmental Audit shall be conducted by an environmental professional as that term is defined in 415 ILCS 5/22.2(j)(6)(E)(iii) and the Environmental Audit report must clearly show in its text that the environmental professional has performed all required tasks and must explicitly state that all tasks required by the above-referenced Illinois statute have been performed. The report must

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conclude that the environmental professional did not find the presence of a release or a substantial threat of a release of a hazardous substance or pesticide at, on, to or from the Subject Property and that the Environmental Audit has revealed no evidence of a Recognized Environmental Condition (as defined by ASTM) associated with or relating to the Subject Property. If the environmental professional cannot make this statement, a Phase II Environmental Audit of the real property that meets or exceeds the requirements of 415 ILCS 5/22.2(j)(6)(E) must be provided. The report must also contain a certification by the preparer under penalty of perjury that all facts included in the report are true.

The Environmental Audit shall also demonstrate that the property and the improvements located thereon, if any, do not contain:

- (i) asbestos in any form;
- (ii) urea formaldehyde;
- (iii) transformers or other equipment that contain fluid containing polychlorinated biphenyls;
- (iv) underground storage tanks; or
- (v) any other chemical, material or substance, the exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority (the "Authorities") or which poses a hazard to the health and safety of the occupants of the property or the facility, or the occupants of adjacent property.

The Environmental Audit shall also demonstrate that the property and facility are not, and have not been, the subject of any past, existing or threatened investigation, inquiry or

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proceeding concerning environmental matters by the Authorities, and that no notice or submission concerning environmental matters has been given or should be given with regard to the property and the facility to the Authorities. The Environmental Audit shall demonstrate that the property and facility are not subject to, or covered by, the requirements of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. 11001, et seq., and that the property is not now being used and has never been used for any activities involving directly or indirectly the use, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste as defined in any Environmental Laws.

The Grantor of the property and facility acknowledges and agrees that the Village shall not be obligated to take title to any land if, in its sole and exclusive judgment (including, without limitation, information revealed by the Environmental Audit), that the use or condition of the property, or any part thereof, poses a material health, safety or environmental hazard. If such property does, then the Grantor must convey suitable substitute land at a location(s) approved by the Village.

SECTION TWENTY-ONE: Reimbursement of Village for
Legal and Other Fees and Expenses.

A. To Effective Date of Agreement. The Developer, concurrently with annexation and zoning of the property or so much thereof as required, shall reimburse the Village for the following expenses incurred in the preparation and review of this Agreement, and any

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ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

- (1) the costs incurred by the Village for engineering services; and
- (2) all attorneys' fees incurred by the Village; and
- (3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

B. From and After Effective Date of Agreement. Except as provided in the paragraph immediately following this paragraph, upon demand by Village made by and through its President, Developer from time to time shall promptly reimburse Village for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

Such costs and expenses incurred by Village in the administration of the Agreement shall be evidenced to the Developer upon its request, by a sworn statement of the Village; and such costs and expenses may be further confirmed by the Developer at its option from additional documents relevant to determining such costs and expenses as designated from time to time by the Developer.

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Notwithstanding the immediately preceding paragraph, Developer shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the Developer, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. Developer shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Developer shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court

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costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Developer for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Developer all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Developer.

SECTION TWENTY-TWO. Warranties and Representations.

The Developer represents and warrants to the Village as follows:

1. That the legal title holder and the owner of record of the Subject Property is as set forth on the first page of this Agreement.
2. That the Developer proposes to develop the Subject Property in the manner contemplated under this Agreement.
3. That other than the Developer, no other entity or person has any interest in the Subject Property or its development as herein proposed.
4. That Developer has provided the legal description of the Subject Property set forth in this Agreement and the attached Exhibit and that said legal description is accurate and correct.

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SECTION TWENTY-THREE: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, excluding the obligations relating to any portion of the Subject Property which are subsequently sold or conveyed to a third party, the Developer shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Developer by this Agreement until such time as the Subject Property has been conveyed to the Developer as or until the obligations have been fully performed or until Village, at its sole option, has otherwise released Developer from any or all of such obligations.

SECTION TWENTY-FOUR: No Waiver or Relinquishment of Right to Enforce Agreement.

Failure of either party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

SECTION TWENTY-FIVE: Village Approval or Direction.

Where Village approval or direction is required by this Agreement, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be required to be

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given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

SECTION TWENTY-SIX: Singular and Plural.

Wherever appropriate in this Agreement, the singular shall include the plural, and the plural shall include the singular.

SECTION TWENTY-SEVEN: Section Headings and Subheadings.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

SECTION TWENTY-EIGHT: Recording.

A copy of this Agreement and any amendment thereto shall be recorded by the Village at the expense of the Developer.

SECTION TWENTY-NINE: Authorization to Execute.

The Developer warrants that he has been lawfully authorized to execute this Agreement on behalf of said Developer. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Developer and Village shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws,

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resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION THIRTY: Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

SECTION THIRTY-ONE: Counterparts.

This Agreement may be executed in two or more counterparts, each of which taken together, shall constitute one and the same instrument.

SECTION THIRTY-TWO: Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default.

SECTION THIRTY-THREE: Conflict Between the Text and Exhibits.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

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SECTION THIRTY-FOUR: Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement.

SECTION THIRTY-FIVE: Definition of Village.

When the term Village is used herein it shall be construed as referring to the Corporate Authorities of the Village unless the context clearly indicates otherwise.

SECTION THIRTY-SIX: Execution of Agreement.

This Agreement shall be signed last by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

ATTEST:

By: Frank W. German Jr.
Village Clerk

VILLAGE OF TINLEY PARK
By: Edward J. Glavin
Village President

MISTY PINES, LLC, as Developer

By: Cody Vardany
Its President

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ACKNOWLEDGMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward J. Zabrocki, Jr., personally known to me to be the President of the Village of Tinley Park, and Frank W. German, Jr., personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes herein set forth.

GIVEN under my hand and official seal this 31st day of July, 2000.
Commission expires 5-13, 2001.
Jean S. Condon
Notary Public

"OFFICIAL SEAL"
Jean S. Condon
Notary Public, State of Illinois
My Commission Expires 5-13-2001

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named CARL VANDENBERG and _____ of MISTY PINES, LLC, an Illinois _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument as PRESIDENT and _____ of such _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 31st date of July, 2000.

Commission expires 2/17, 2004

Louise J. Bruening
Notary Public



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Legal Description
Exhibit A

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE AND PART OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE INDIAN BOUNDARY LINE DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE NORTH 89°21'13" EAST 598.0 FEET ALONG THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 00°37'12" EAST 50.00 FEET ALONG THE EAST LINE OF OLD RIDGELAND AVENUE TO A PLACE OF BEGINNING; THENCE NORTH 89°21'13" EAST 534.68 FEET ALONG A LINE 50 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 5 TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 1541.81 FEET AN ARC DISTANCE OF 609.15 FEET AND A CHORD BEARING OF SOUTH 79°19'42" EAST; THENCE SOUTH 58°16'11" EAST 556.07 FEET TO THE EAST RIGHT OF WAY LINE OF OLD 183RD STREET; THENCE SOUTH 00°20'10" WEST 255.65 FEET ALONG LAST SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTH 89°59'21" WEST 153.75 FEET ALONG LAST SAID SOUTH LINE AND THE CENTERLINE OF A DITCH AFTER CROSSING THE INDIAN BOUNDARY LINE TO THE EAST LINE OF OLD RIDGELAND AVENUE; THENCE NORTH 00°37'12" WEST 654.47 FEET ALONG SAID EAST LINE TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL; THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, BOUNDED AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5 AND RUNNING THENCE EAST ON THE NORTH LINE THEREOF 598.00 FEET TO THE EAST LINE EXTENDED OF OLD RIDGELAND AVENUE; THENCE SOUTH ON THE LAST DESCRIBED LINE 50.00 FEET TO THE POINT OF BEGINNING; THENCE EAST ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 110.00; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID OLD RIDGELAND AVENUE 435.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 150.00 FEET TO THE EAST LINE OF SAID OLD RIDGELAND AVENUE; THENCE NORTH ON SAID EAST LINE 435.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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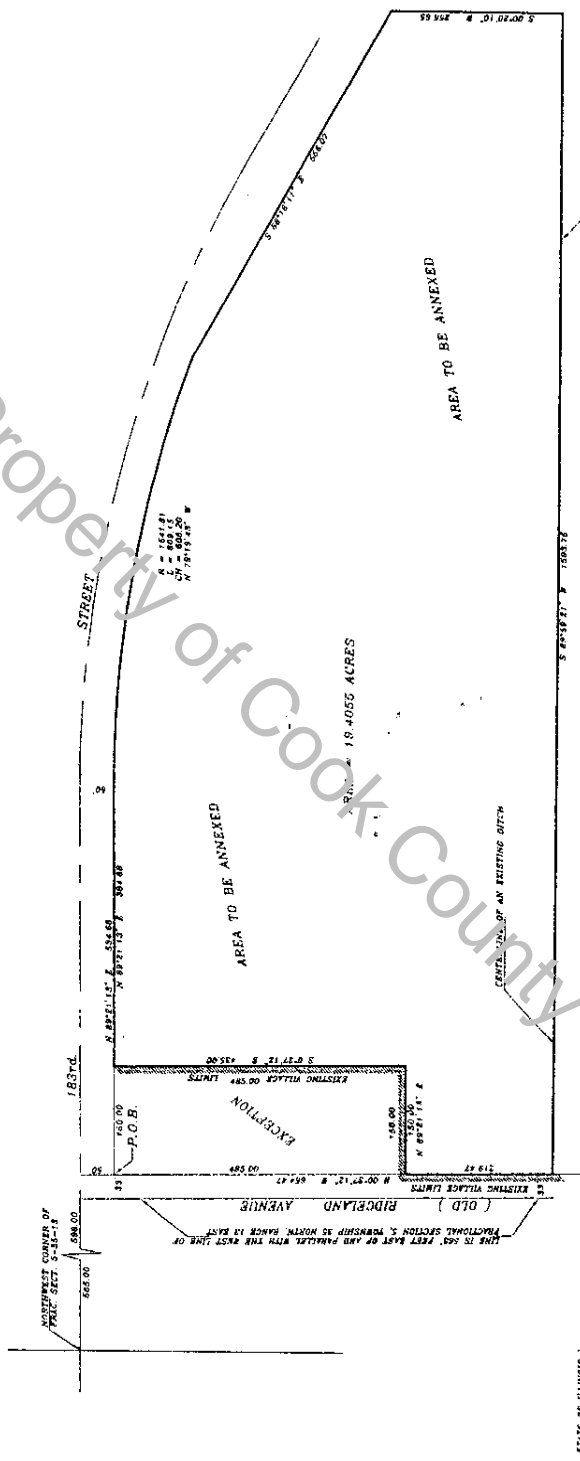
Cook County Clerk's Office

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PLAT OF ANNEXATION TO VILLAGE OF TINLEY PARK

R.H. GRANATH SURVEYING SERVICE P.C. 554 S. 147th STREET OAK FOREST, IL 60452

THE PART OF THE NORTHWEST QUARTER 1/4 OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, NEARBY LONG NORTH...



STATE OF ILLINOIS } 33 COUNTY OF COOK } 25 DATE OF RECORDING... RECORDED IN BOOK... OF PLATS, PAGE... BY...

NOTARY CERTIFICATE... I, JAMES S. CONDM, NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT... AT 9:22-00 AM...

