

UNOFFICIAL COPY



VILLAGE OF
SCHILLER PARK

0001006785

8115/0052 38 001 Page 1 of 11
2000-12-22 12:10:12
Cook County Recorder 79.50

SMALL TOWN FEEL WITH A WORLD AT ITS TOUCH

VILLAGE OF SCHILLER PARK)
COUNTY OF COOK) SS.
STATE OF ILLINOIS)



0001006785

9526 WEST IRVING PARK ROAD
SCHILLER PARK, ILLINOIS 60176-1984
TELEPHONE 847 678-2550
FAX 847 671-3564

CERTIFICATION

I, CLAUDIA L. IRSUTO, HEREBY CERTIFY that I am the Village Clerk of the Village of Schiller Park, an Illinois Municipal Corporation and am keeper of the records, files and seal of said Village; and

I HEREBY FURTHER CERTIFY that the attached is a true and correct copy of the **BILOTAS SUBDIVIDER'S AGREEMENT**, without exhibits attached, regulating the development of property generally located at the commonly known address of 3781 Wehrman Avenue, Schiller Park, Illinois, PIN # 12-21-104-025-0000; which was duly authorized by the Village President and Board of Trustees, during their regular Board Meeting of May 9, 2000.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the Village of Schiller Park, this 19th day of December, 2000.

Claudia L. Iruto
Village Clerk



UNOFFICIAL COPY

08/23/00 01006785

08/23/00
Execution Version

BILOTIS SUBDIVIDER'S AGREEMENT

THIS AGREEMENT entered into as of the Twenty-third day of August, 2000, by and between WLADYSLAW BILOTIS (hereafter "**Titleholder of Record**") and DAVID L. DYER AND UNITED DEVELOPERS & BUILDERS, INC., an Illinois corporation (hereafter collectively "**Contract Purchaser**"); and the VILLAGE OF SCHILLER PARK, Illinois (hereafter "**Village**");

WITNESSETH:

WHEREAS, the Titleholder of Record and the Contract Purchaser (hereafter collectively "**Owner**") own and/or control certain real estate (hereafter "**Subject Property**") legally described as:

United's Resubdivision of Lot 32 (except the east 180 feet thereof) in Frederick H. Bartlett's Irving Park and LaGrange Roads Farms, being a subdivision of the south 417.42 feet of the east 626.13 feet of the east one-half of the southwest quarter of Section 16, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois;

and

WHEREAS, the Village is a home rule unit of local government located in Cook County, Illinois; and

WHEREAS, the Owner wishes to subdivide the Subject Property legally described above as set forth upon the copy of the plat entitled "United's Resubdivision" (hereafter "**Subdivision**"), attached hereto and hereby made a part hereof as **Exhibit I**, into four (4) lots of record (hereafter lots 1, 2, 3, and 4 shown on the Subdivision are "**Lots**") — all for the purpose of improving each of said Lots with a single family detached residence, the sample of the type of which is attached hereto and hereby made a part hereof as **Schedule A**, and related off-street parking and other structures accessory to a single family detached residence (hereafter the four (4) single family detached residences and related off-street parking and other structures accessory to a single family detached residence, and all other public and/or private improvements authorized and/or required in this Agreement to be located upon the Subject Property are referred to collectively as "**Development**");

NOW, THEREFORE, in consideration of the promises and covenants of the Owner and the Village (hereafter referred to collectively and generically as "**Parties**"), it is agreed by the

UNOFFICIAL COPY

Parties as follows:

01006785

I. Incorporation of Recitals.

The foregoing recitals are incorporated herein as if fully set forth in this Section I.

II. Approval by the Corporate Authorities of the Village.

A. Prior to such approval by the Corporate Authorities of the Village (hereafter "**Village Board**") of this Agreement, all public meetings required by Illinois law and/or Village ordinance to be held before the adoption of the ordinance authorizing and approving this Agreement have been held by the appropriate boards and commissions of the Village.

B. The execution of this Agreement by the Village has been authorized by adoption of a suitable ordinance by the Village Board.

III. Subdivision Required.

In accord with the zoning and subdivision ordinances of the Village, within thirty (30) days of receipt of engineering plans (hereafter "**Final Engineering Plans**") which have been approved by the Village Engineer and are substantially in accord with the **Preliminary Engineering Plans** with cost estimates therefor attached hereto and hereby made a part hereof as **Exhibit II**, the Village Board will approve the Subdivision. Hereafter, each of the Lots shall be maintained and used for a single family residence and related accessory uses and no other or additional uses — in accord with the R-2 Single Family Residence District and related regulations contained in the Zoning Ordinance of the Village of Schiller Park, as amended. Accordingly, there shall be no further subdivision of the Subject Property or any part thereof, unless by the mutual agreement of the Parties.

A. It is understood that the Subdivision (See Exhibit I hereto) also reserves easements for Village utilities and stormwater drainage and facilities, and makes dedications of other easements, including a dedication of public right-of-way (hereafter "**ROW**") for ingress to and egress from all of the Lots from and onto Wehrman Avenue. This ROW shall be constructed in a manner meeting the specifications for public streets. The ROW and easement shall also serve the adjacent real properties legally described upon the copy of the agreement for the Owner's recapture of certain costs (hereafter referred to as "**Recapture Agreement**") attached hereto and hereby made a part hereof as **Exhibit III**.

B. On behalf of and without cost to the Village, the Owner shall file or cause to be filed with the Illinois Department of Natural Resources (hereafter "**DNR**"), an Endangered Species

Consultation Agency Action Report relative to the real estate comprising the Subdivision.

1. If within thirty (30) days following the aforesaid filing the DNR responds that a State-listed species or its essential habitat is present upon the Lot, the Owner will make a further filing with the DNR on behalf of the Village, including but not limited to a Detailed Action Report, and otherwise comply with the rules of the DNR; or

2. If the DNR fails to respond within the thirty (30) day period following the date of the aforesaid initial filing or if the DNR determines that no State-listed species is present, no further consultation with the DNR is required.

C. The Parties acknowledge that the Development and approval of the Subdivision will entail construction of certain infrastructure improvements (hereafter "**Public Improvements**") and site improvements (hereafter "**On-site Improvements**"). Any and all utilities installed by or caused to be installed by the Owner after the date hereof will be located underground, including but not limited to cable for cable television.

1. As shown on the Preliminary Engineering Plans (Exhibit II hereto), the Public Improvements and their appurtenances consist of:

a. A new sanitary sewer trunk line extension (hereafter "**Sanitary Sewer System**") having an eight (8) inch diameter, to be owned and operated by the Village and constructed by the Owner in the utility easement adjacent to and north of the ROW from a point within the dedicated area of Wehrman Avenue in the vicinity of the west line of the Subject Property easterly to a point at the east line of the Subject Property; and

b. A potable water transmission main extension (hereafter "**Water System**") having an eight (8) inch diameter, to be owned by the Village and constructed by the Owner in the utility easement adjacent to and north of the ROW from a point within the dedicated area of Wehrman Avenue in the vicinity of the west line of the Subject Property easterly to the east line of the Subject Property; and the ROW, including curb, gutter, sidewalk (if any), and pavement.

2. The On-site Improvements to be located on the Subject Property include:

a. The installation of trees and shrubbery (hereafter "**Landscaping**") in accord with the attached **Landscape Plan** made a part hereof as **Exhibit IV**; and

b. Construction of stormwater surface drainage or storm sewers and their appurtenances and such stormwater detention and/or retention basins and their appurtenances as are necessary [hereafter such stormwater surface drainage or storm sewers and their appurtenances and such stormwater detention and/or

retention basins and their appurtenances are referred to collectively as “**Stormwater Management System**”].

D. Following approval of the Subdivision (See Exhibit I hereto) by the Village Board, the Owner will pay the entire costs of, and cooperate with the Village in, the filing of the Subdivision Plat for recordation with the Cook County Recorder of Deeds. It is understood that no building permit or other license or permit of any kind shall be issued to the Owner for all or any part of the Development until and unless the Subdivision shall have been recorded at the Owner’s sole cost and expense. However, prior to such filing of the Subdivision (See Exhibit I hereto), in order to guarantee the Village that the Owner will cause and complete without cost to the Village and in accord with the Final Engineering Plans approved by the Village Engineer of the Village, construction and installation of the Public Improvements and the On-site Improvements (hereafter, the Public Improvements and the On-site Improvements are referred to as “**Bonded Improvements**”), the Developer shall deposit with the Village a **Letter of Credit** (substantially in the form of **Exhibit V** hereto) issued by a bank having assets at least equivalent to those of the Northern Trust Company of Chicago, Illinois, in the amount of 125% of the cost of such Bonded Improvements, the face amount of which shall be based upon the Developer’s engineer’s estimate as reviewed and approved by the Village Engineer of the Village.

1. In the event the Owner shall fail to complete the Bonded Improvements in a timely manner, the Village shall have the right but not the obligation to draw upon the Letter of Credit and undertaking the work to complete such construction and installations of the Bonded Improvements. Provided no portion or not all of the Letter of Credit was necessary to be used by the Village to undertake the construction of the Bonded Improvements, the entire Letter of Credit or the balance remaining, if any, from the draw upon the Letter of Credit, as the case may be, shall be returned promptly to the Owner upon approval by the Village after its final inspection of such Bonded Improvements following their construction.

2. Ownership of and title to the Landscaping and the entire Stormwater Management System in the Development (the On-site Improvements) shall remain with the Owner and/or their assigns. To assure, among other things, the continued management and upkeep of the Stormwater Management System, there shall be filed for recordation with the Cook County Recorder of Deeds immediately following the recordation of the Subdivision (See Exhibit I hereto) a declaration of restrictive covenants as in his sole judgement shall be acceptable in form and content to the Corporation Counsel of the Village, containing (at a minimum) the text set forth in the attached Extract Of The

Declaration (See **Exhibit VI** — hereafter the declaration and the Extract of the Declaration are collectively “**Declaration**”).

IV. Miscellaneous Provisions.

A. Except as expressly set forth herein, this Agreement constitutes the entire agreement between the Parties hereto with respect to the relationship of the Parties contemplated herein, and supersedes all prior and contemporaneous agreements and undertakings of the Parties pertaining to the subject matter hereof. The terms of this Agreement may be modified and amended from time to time by a written amendment signed by the Parties hereto or their successors and assigns. All provisions, conditions, and regulations set forth in this Agreement and the documents or plans to which it refers shall supersede all ordinances, codes and regulations of the Village that are in conflict herewith as they may apply to the Development. However, where this Agreement (and the other documents referred to herein) is silent, Village Ordinances shall apply to and control the Development.

1. This Agreement shall bind the successors and assigns of the Owner and the Village, their corporate officials and their successors in office, and its and their respective successors in interest.

2. Nothing herein shall in any way prevent the alienation or sale of the Lots or any portion of the Development; however, the new titleholder of record shall be both benefited and bound by the conditions and restrictions herein expressed.

B. By execution hereof:

1. The Owner certifies hereby that: They are not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code; they have, if applicable, a written policy against drugs in the workplace; and that, if applicable, they have a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2-105(A)(4); and

2. The Village certifies hereby that: It is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code; it has a written policy against drugs in the workplace; and that it has a written policy against sexual harassment in place in full compliance with 775 ILCS 5/2-105(A)(4); and

3. Each signatory for a Party warrants to the other Parties hereto that the execution, delivery and performance of this Agreement by the Party on whose behalf such signatory is signing, and its consummation of the transactions contemplated hereby have been duly and effectively authorized. Each signatory further warrants that this Agreement

has been duly executed and delivered by such Party and is a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms.

C. The failure of any Party to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by any Party of its rights at any time to require exact and strict compliance with all of the terms of this Agreement.

1. The failure of any Party to perform any provision of this Agreement required of it to be performed shall constitute a default hereof. The continuation of any such default for thirty (30) days following written Notice by the non-defaulting Party specifying such default to the defaulting Party shall permit the non-defaulting Party, at its sole discretion, to enforce or compel the performance of this Agreement by such defaulting Party by suitable action or other proceeding brought at law or in equity.

2. Each of the Parties and their successors and assigns shall, and hereby covenant to, indemnify and hold harmless, the other non-defaulting Party and the agents, officers, representatives, successors and assigns of each non-defaulting Party at all times from and after the date of this Agreement and in respect to any Damages (as defined below), insofar as such Damages arise out of or are based upon, or result from an event of default as set forth above as well as any Damages directly relating to:

a. Any misrepresentation or breach of any covenants by the indemnifying Party made or contained in this Agreement or in connection therewith, or in any certificate, document or instrument delivered on behalf of such indemnifying Party under or in connection with this Agreement; and

b. Any and all actions, suits, proceedings or claims, demands, assessments, and/or judgments brought by or awarded to third parties incident to or as a result of any action undertaken by such indemnifying Party concerning the matters or transactions contemplated by or provided for under the terms of this Agreement.

3. "Damages" as used herein means any and all loss, liability, expenses, costs, actions, causes of action, lawsuits, claims, demands, losses, liabilities, costs and expenses, other damages, and deficiencies, including without limitation interest, penalties and attorneys fees.

4. The rights or remedies under this Agreement are exclusive to any other

rights or remedies which may be granted by law.

D. This Agreement shall be construed in accordance with the laws of the State of Illinois. If any provision of this Agreement is capable of two (2) constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid. The language set forth in the text of this Article shall be interpreted in accordance with the following rules of construction:

1. The singular number includes the plural number and the plural the singular.
2. The word "shall" is mandatory; the word "may" is permissive.
3. The masculine gender includes the feminine and neuter.

E. In the event any portion of this Agreement or part thereof shall be deemed invalid by a court of competent jurisdiction, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof. In addition, the invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision.

F. Following the execution hereof and prior to the recordation of the Subdivision with the Cook County Recorder of Deeds, at the sole cost and expense of the Owner, the Village shall cause the text of this Agreement to be recorded against title to the Subject Property by filing a certified copy hereof in the Office of the Recorder of Deeds of Cook County, Illinois.

G. This Agreement shall be effective for a term of five (5) years from the date hereof and shall bind the Owner and their successors and assigns in interest, as well as the Village, its corporate officials, and its and their successors in office. However, the Declaration shall run with the land comprising the Development and shall bind the Owner and their successors and assigns in interest, as well as the Village, its corporate officials, and its and their successors in office.

H. It is understood that the Titleholder of Record has entered into an agreement for the sale of the Subject Property to the Contract Purchaser. It is further understood that the Contract Purchaser has reviewed the terms hereof and will execute this Agreement and agrees to be bound by the terms hereof and to perform the agreements of the Titleholder of Record to the extent the matters comprising such agreements remain unperformed at the time of the closing between the Titleholder of Record and the Contract Purchaser. Furthermore, any successor in interest to the Owner under this Agreement shall certify in writing to the Village its agreement to abide by all remaining executory terms of this Agreement for the term hereof. Notwithstanding the foregoing, the Parties hereto acknowledge and agree that either Owner shall have the right to collaterally assign this document to its lender without obtaining the consent of the Village but with prior notice

to the Village.

V. Notices.

A. Any Notice required to be given pursuant to this Agreement shall be deemed to have been given when written and mailed via United States certified mail, return receipt requested, addressed:

If to the Village:

Mayor and Village Clerk,
Village Hall
9526 West Irving Park Road
Schiller Park, IL 60176-1984

with copy to: Corporation Counsel
Bradtke & Zimmermann, Ltd.
1190 Elmhurst Road, Suite 200
Mount Prospect, IL 60056; and

If to the Owner:

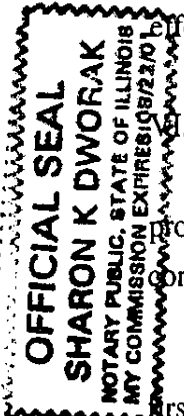
David L. Dyer and United Developers & Builders, Inc., and to: Wladyslaw Bilotis
3865 N. Scott Street
Schiller Park, IL 60176
3781 N. Wehrman Avenue
Schiller Park, IL 60176

B. Any Party hereto may change the place and/or person listed above and/or add persons to the above list for the giving of Notices by Notice given ten (10) days prior to the effective date of such change.

Duplicates.

This Agreement may be executed in duplicates, each of which shall be deemed an original, provided all Parties have each signed such duplicate; and in such instance each such duplicate shall constitute an original hereof.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date first above written.



VILLAGE OF SCHILLER PARK:

Anna Montana
Mayor

ATTEST: Claudia L. Susito (SEAL)
Village Clerk

OWNER:

Wladyslaw Bilotis
Wladyslaw Bilotis, personally

CONTRACT-PURCHASER:

David L. Dyer
David L. Dyer, personally
United Developers & Builders, Inc.

Attest: Sharon K Dworak
Secretary

By: David L. Dyer
President (SEAL)

Subscribed and sworn to before me this 31 Day of August 2000 County of Cook State of Illinois Sharon K Dworak

UNOFFICIAL COPY

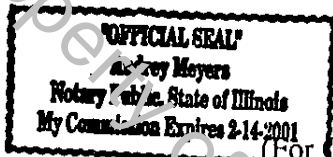
000001006785

(For VILLAGE OF SCHILLER PARK signatures)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 2 day of October, 2000, before me personally came Anna Montana and Claudia Irsuto, who being duly sworn did say: that they are the Mayor and Village Clerk, respectively, of the Village of Schiller Park described in the foregoing instrument; that the seal affixed to the said instrument is the corporate seal of the said Village; that the instrument was signed and sealed on behalf of the said Village by authority of its President and Board of Trustees; and that the instrument was executed as the free act and deed of said Village.

(SEAL)



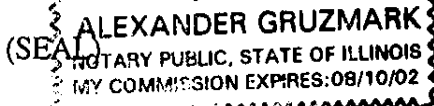
Audrey Meyers
Notary Public

(For OWNER signatures)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in the County aforesaid, do hereby certify that David L. Dyer, personally known to me to be the same person whose name is subscribed to the foregoing instrument as owner appeared before me this date in person and acknowledged that he signed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 25th day of August, 2000.



Alexander Gruzmark
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 25th day of August, 2000, before me personally came David L. Dyer and David L. Dyer, who being duly sworn did say: That they are the President and Secretary, respectively, of United Developers & Builders, Inc., an Illinois corporation, described in the foregoing instrument as owner; that the seal affixed to the said instrument is the corporate seal of the said corporation; that the instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors; and that the instrument was executed as the free act and deed of said corporation.

(SEAL)



Alexander Gruzmark
Notary Public

