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EXHIBIT

ATTACHED TO

0010928165

DOCUMENT NUMBER

10-4-01

SEE PLAT BOOK

Box 324

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Property of Cook County Clerk's Office

2018000100

104-01

Box 394

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0010745734

STATE OF ILLINOIS)

COUNTY OF COOK)

COUNTY OF WILL)

6955/0052 03 001 Page 1 of 43
2001-08-14 13:23:54
Cook County Recorder 207.00

MAIL TO RECORDER'S BOX 324 (NFK)

EXHIBIT ATTACHED

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:

RESOLUTION NUMBER 2000-R-039

A RESOLUTION AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT - CALEDONIA MEADOWS

which Resolution was passed by the Board of Trustees of the Village of Tinley Park, at a regular meeting held on the 17TH day of October, 2000 at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 17th day of October 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, BETTENHAUSEN, HEFFERNAN, MAHER
- NAYS: NONE
- ABSENT: HANNON

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 17th day of October 2000.

P.I.N.: 27-34-301-003
27-34-301-003
27-34-301-004

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

This document, originally recorded as document no. 0010745734 on 8/14/01, is being re-recorded to add Exhibit 2.

8088/0159 33 001 Page 1 of 43
2001-10-04 13:39:49
Cook County Recorder 207.00

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MAIL TO RECORDER'S BOX 324 (NFK)

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RESOLUTION NO. 2000-R-038

RESOLUTION AUTHORIZING THE EXECUTION OF
AN ANNEXATION AGREEMENT - CALEDONIA MEADOWS

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 aforesaid "Annexation Agreement - Westbourne Meadows" be entered into and executed by

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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.

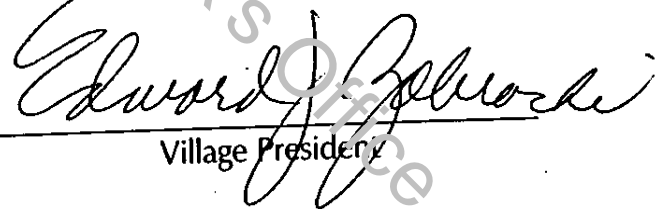
ADOPTED this 17th day of October, 2000, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: REA, SEAMAN, BETTENHALSEN, HEFFERNAN, MAHER

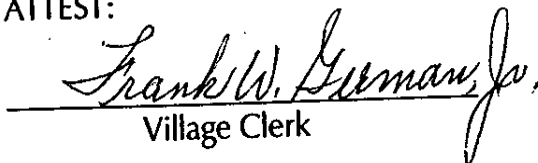
NAYS: NONE

ABSENT: HANNON

APPROVED this 17th day of October, 2000, by the President of the Village of Tinley Park.


Village President

ATTEST:


Village Clerk

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ANNEXATION AGREEMENT - CALEDONIA MEADOWS

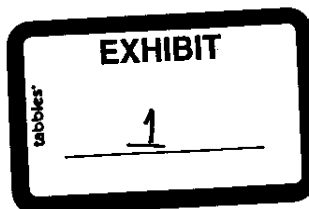
1. THIS AGREEMENT entered into this 17th day of October, 2000, by and between the VILLAGE OF TINLEY PARK, ILLINOIS, a Municipal Corporation (hereinafter referred to as the "Village"); and PRAIRIE BANK AND TRUST, as Trustee under Trust Agreement Number 98-067 and dated July 22, 1998 (hereinafter referred to as "Owner") and GLENROE DEVELOPMENT, LTD., an Illinois corporation, (hereinafter referred to as "Developer").

2. The Property subject to this Agreement is described as follows:

PARCEL 1:

That part of the Northern 15 acres of the North half of the West three fourths of the East half of the Southwest Quarter of Section 34, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois described as: Commencing at the Northwest corner of the East half of the Southwest Quarter of said Section 34; thence due East along the North line of the Southwest Quarter of said section 34 a distance of 245.00 feet to the point of beginning; thence continuing due East along the North Line of said Southwest Quarter of said section 34 a distance of 758.54 feet to a point; thence South 00 degrees 09 minutes 30 seconds East along the East Line of West Three Fourths of the east half of the Southwest Quarter of said Section 34 a distance of 667.13 feet to an iron pipe; thence North 89 degrees 49 minutes 19 seconds West a distance of 758.54 to a point; thence North 00 degrees 09 minutes 30 seconds West along a line 245.00 East of and Parallel to the West line of the East Half of the Southwest Quarter of said Section 34 a distance of 669.49 feet to the point of beginning;

All in Cook County, Illinois.



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PARCEL 2:

That part of the Northern 15 acres of the North half of the West three fourths of the East half of the Southwest Quarter of Section 34, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois described as:
Commencing at the Northwest corner of the East half of the Southwest Quarter of said section 34; thence due East along the North line of the Southwest Quarter of said Section 34 a distance of 245.00 feet to a point; thence South 00 degrees 09 minutes 30 seconds East along a line 245.00 East of and parallel to the West line of the East half of the Southwest Quarter of said Section 34 a distance of 333.57 feet to the point beginning; thence continuing South 00 Degrees 09 Minutes 30 Seconds East along a line 245.00 East of and parallel to the West line of the East half of the Southwest Quarter of said Section 34 a distance of 335.92 a point; thence North 89 Degrees 49 Minutes 19 Seconds West a distance of 245.00 feet to a point; thence North 00 Degrees 09 Minutes 30 Seconds West along the West line of the East half of the Southwest Quarter of said Section 34 a distance of 217.04 feet to a point; thence due East a distance of 50.00 feet to the point of curvature of a 50 foot radius curve to the left; thence Eastwardly and Northeastwardly along a 50 foot radius curve to the left an Arc length distance of 31.85 feet to the point of tangency thereof; thence North 53 Degrees 30 Minutes 06 Seconds East a distance of 168.17 feet to the point of curvature of a 50.00 foot radius curve to the right; thence Northeastwardly and Eastwardly along a 50 foot radius curve to the right an Arc length distance of 31.85 feet to the point of beginning.

All in Cook County, Illinois.

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Said Parcels 1 and 2 are hereinafter collectively referred to as the "Subject Property," and also are hereinafter individually referred to as "Parcel 1" and "Parcel 2" respectively.

3. The Subject Property is located generally at 179th Street and 94th Avenue. The Subject Property contains approximately 13.18 acres.

4. 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 under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village, Section 10 of Article VII of the Illinois Constitution and the statutes in such cases made and provided, as well as the provisions of 65 ILCS 11-15.1-1 et seq.

RECITALS:

1. The parties hereto, being the Village, Owner and Developer desire that the Subject Property be developed in the manner as set forth in this Agreement for a under a special use for a mixed use planned unit development under the provisions of the Tinley Park Zoning Ordinance, and with the underlying zoning being the B-2 Community Shopping District and the R-5 Low Density Residential District.

2. Owner has petitioned the Village for rezoning of the Subject Property and granting of a special use for a planned unit development as indicated below.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to development of the Subject Property, including zoning of the Subject Property and granting of a special use for a planned unit

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development to enable 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 rezoning and planned unit development, including a hearing by the Long Range Plan Commission of the Village, as are necessary to effectuate the plan of development herein set forth.

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 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 and special use permit for a planned unit development pursuant to the terms and conditions of this Agreement;
- (b) 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 parties hereto have determined that it is in the best interests of the Village, Owner 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.

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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.

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. A plat of annexation of the Subject Property is attached hereto as EXHIBIT 1. 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 every 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.

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SECTION TWO: Zoning, Plan Approval and Design Standards.

A. Zoning and Special Use Permit.

1. The Village shall by proper ordinance allow Parcel 1 of the Subject Property to be developed for townhomes and Parcel 2 for commercial uses, all as shown on EXHIBIT 2, with Parcel 2 to be classified under the Zoning Ordinance of the Village as B-2 Community Shopping District and Parcel 1 to be classified as R-5 Low Density Residential District (with approval of the final planned unit development to occur in the future in accordance with the procedures set forth in the Tinley Park Zoning Ordinance).

2. Parcel 1 of the Subject Property shall be developed substantially in accordance with the land plan attached hereto and hereby made a part hereof as EXHIBIT 2, as the same may be revised by Developer and approved by the Village, which plan is entitled "Caledonia Meadows," and dated as ~~last~~ ^{and later revised February 22, 2001} revised on December 7, 2000, which was prepared by Landtech Consultants, Ltd. The Owner and Developer agree that the Subject Property shall be developed by Developer substantially in accordance with said Plan as approved by the Village, and in accordance with any modifications thereof required by the Village during the review of the specific planned unit development site plan. Said Parcel 1 will be developed under the R-5 Low Density Residential District and the Developer shall be entitled to develop said approximately 11.71 acres with a maximum of seventy-six (76) townhomes.

3. It is understood that there is no current site plan or concept plan for the development of Parcel 2 (the commercial portion—approximately 1.47 acres) of the Subject

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Property which shall be zoned as B-2 Community Shopping District. Said Parcel 2 shall be developed in accordance with a site plan to be approved by the Village in the future, which site plan approval shall include approval of the number of buildings, the height of the building(s), the architectural design and exterior and roof elevations for the building(s), exterior building materials, landscaping, parking lot layout and lighting, and all other relevant site plan considerations.

B. Plat Approval - Phasing.

The Subject Property shall be developed in full compliance with all provisions of the Tinley Park Subdivisions Regulations Ordinance. The Village agrees that individual plats of portions of the Subject Property may be recorded in phases in the Office of the Recorded Deeds of Cook County, Illinois. In no event shall any plat of a portion or all of the Subject Property be recorded prior to the recording of this Agreement. At the discretion of the 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 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 of the Village.

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SECTION THREE: Contributions

Upon the issuance of a building permit for each Lot or portion of the Subject Property, the applicant for the building permit shall make the following contributions, which are payable to the Village on behalf of the following:

	<u>Per Non-Residential Building Permit</u>	<u>Per Residential Unit (Not Building)</u>
Water Construction Fund	\$ 300.00	300.00
Sewer Construction Fund	\$ 100.00	100.00
Elementary School District	\$ -0-	1,200.00
Consolidated H.S. District 230	\$ -0-	100.00
Tinley Park Volunteer Fire Department	\$ 100.00	100.00
Tinley Park Board of Library Directors	\$ -0-	100.00
Tinley Park Park District	\$ -0-	350.00
E.S.D.A. Siren System	\$ 15.00	15.00

SECTION FOUR: 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

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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. Excluding the exception in paragraph two (2), the following recaptures, which include all interest, shall be paid upon passage and approval and execution of this Agreement:

<u>Recaptures</u>	<u>Total Amount Due*</u>
<u>Roadways</u>	
179th Street (760.82' x \$38.64)	\$ 29,398.08
94th Avenue (213.89' x \$65.00)	<u>\$ 13,902.85</u> (see 2 below)
Building permit basis	\$ 43,300.93
<u>Sanitary Sewer Main</u>	
Village's 171st and 80th lift station (13.18 acres x \$666.86 per gross acre)	\$ 8,789.21
Bormet 36" (13.18 acres at \$40.00 per gross acre)	\$ 527.20
Timbers 27" (13.18 acres at \$110.70 per gross acre)	\$ 1,459.03
Stephen Hayes 24" (13.18 acres at \$2513.88 per gross acre)	<u>\$ 33,121.88</u>
	\$ 43,907.32
<u>Water Main</u>	
Village's 20" (765.82 lineal feet at \$31.66 per foot)	\$ 24,087.56

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Detention

Pond K2 (13.18 acres at \$5,960 per
gross acre).

\$ 78,552.80

TOTAL AMOUNT OF RECAPTURES DUE
ON ADOPTION OF THIS AGREEMENT

\$189,848.61

* Includes applicable interest

2. Developer's payment of the recapture expenses for 94th Avenue may, at the Developer's discretion, be deferred until the development of the commercial portion of the Subject Property, at either the time of approval of a plat of subdivision for the commercial portion or the issuance of the first building permit, whichever is earlier.

SECTION FIVE: Storm Water Retention/Detention and Storm Sewers.

Storm water run-off emanating from the Subject Property shall be retained in central storm water retention facilities that have been constructed by others off-site on the Subject Property.

The design criteria, construction and maintenance for the storm sewers (on-site) required in the final engineering plans approved by the Village Engineer shall meet all standards of the Village currently in force as of the date of this Agreement and of the Metropolitan Water Reclamation District and shall be completed by the Developer at its expense.

The Developer will be responsible for the design and installation of the off-site storm sewer required to direct the storm water to the central detention pond. The Developer will be

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entitled to a recapture for that portion, if any, of the off-site storm sewer sized to accommodate not only the Subject Property but also other adjacent properties—see Section Twelve below. The construction and maintenance for the storm sewers shall meet all standards of the Village and the Metropolitan Water Reclamation District currently in force as of the date of such construction, and shall be completed at no expense to the Village.

Any such facilities which are to be located in a wetland or any excavation work which will disrupt the wetlands shall require a permit from the U.S. Army Corps of Engineers. No work shall commence in any wetland until such time as any such permit is obtained. Owner and Developer shall also construct and install any other storm water retention or detention facilities required by any public body having applicable jurisdiction. The Village shall be responsible for the maintenance of all storm water retention or detention facilities.

Owner and Developer shall record a declaration of covenants and restrictions, an easement or other legally sufficient document in a form and substance approved by the Village and providing for the care and maintenance of all of public facilities located on the Subject Property, including the right of the Village, in its sole discretion and not implying any duty whatsoever, to go in and perform such maintenance work if necessary and to charge the Developer and/or Owner for the costs for the same, including the right to record a lien against the land if such costs are not paid.

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SECTION SIX: Easements.

Owner and Developer agree to dedicate or convey a temporary easement for the purpose of constructing a temporary construction access road to the Subject Property for ingress and egress from off of 94th Avenue. This temporary construction access road shall be eliminated at the time the first building permit is issued for construction of the commercial portion or the property to the south develops, whichever is later.

Additionally, the Owner and Developer agree 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, 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 facilities, including access thereto. Such easements shall be granted at the time requested by the Village. It shall be the responsibility of the Owner and Developer to obtain all easements, both on site and off site, necessary to serve the Subject Property.

Developer and Owner further agree that the twenty five (25) feet south of the right of way adjacent to 179th Street shall be designated a landscape easement and shall be landscaped and maintained in accordance with a landscape plan to be approved by the Village.

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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 of each portion thereof shall be in accordance with the existing building, zoning, subdivision, storm water detention and other developmental codes and ordinances of the Village as they exist on the date each respective permit for development of each portion of the Subject Property is issued. Planning and engineering designs and standards, and public 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. The construction standards for all common driveways shall be as established in final engineering plans approved by the Village Engineer.

No building permits for the construction of residences or other buildings in any phase shall be allowed or issued prior to installation of the aggregate base course for each street 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 installation of the binder course for streets in that phase.

SECTION EIGHT: Dedication and Construction of Streets and Sidewalk.

A. Streets.

Developer and Owner agree to dedicate a 50 foot right-of-way for the entire width of the Subject Property adjacent to 179th Street and a 50 foot right-of-way for the entire length

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of the Subject Property adjacent to 94th Avenue. At the time of approval of the first plat of subdivision for the Subject Property, or at such other time as designated by the Village, Owner shall also dedicate a right-of-way of sixty (60) feet for the main North-South road (as shown on EXHIBIT 2). This sixty (60) foot right-of-way shall serve as the location of the primary north-South road in the development.

Developer shall also be required to construct and install such main North-South road (as so designated on EXHIBIT 2) and all common driveways to service the Subject Property in accordance with engineering plans approved by the Village. It is understood and agreed that all streets and driveways on the Subject Property, except for those streets to be dedicated as public streets as shown on EXHIBIT 2, shall be considered common driveways and shall remain private. No building permits shall be issued until the aggregate base course for both the streets, and the common driveways for the subdivision, have been installed and approved by the Village. The Village shall accept the construction of the public streets upon the completion by Developer of said improvements in accordance with the Village's Subdivision Regulation Ordinance. The final wearing surface of all streets shall not be installed until a period of not less than ten (10) months has elapsed after installation of the base. Until completion of the streets and approval by the Village, Developer shall be responsible for keeping the streets free from construction debris and for repair of damages to the streets caused by Developer's construction traffic.

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Also, Developer shall be required to keep all public streets located on the Subject Property as well as adjoining streets clear from mud and debris generated by construction activity on the Subject Property. Such streets must be cleared at least once a day and more often if required by the Village in its sole judgment. Whenever Village determines that the public streets are not properly cleaned, it will attempt to telephone Developer in order to obtain the Developer's voluntary compliance with the provisions hereof. The Village will contact the Developer at such phone number as the Developer from time to time gives the Village in writing. Notwithstanding the foregoing, if the Village is unable to communicate with the Developer by telephone for whatever reason, then the remaining provisions hereof regarding penalties to the Developer for failing to clean such streets shall apply regardless of the fact that Developer did not receive telephone notice, it being the primary obligation of the Developer to control all development activity in its development to make certain that the streets are cleaned as required. For each day that the public streets are not cleaned as required hereunder during construction, the Developer shall be subject to a fine of \$250.00 each day. If any such fine is not promptly paid, the Village shall have the right to stop any and all further construction until paid.

B. Sidewalks.

The Developer shall construct and install five feet wide concrete sidewalks along the entire boundary of the Subject Property adjacent to 179th Street and adjacent to 94th Avenue,

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as well as such interior sidewalks as required under the Subdivision Regulations Ordinance of the Village. Such sidewalks shall be located and constructed in accordance with engineering plans approved by the Village and must be completed at the time the commercial property development is completed, sidewalks along the commercial (B-2) portion of the Subject Property shall be located and constructed in accordance with final engineering plans approved by the Village.

SECTION NINE: Water Supply.

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

SECTION TEN: Sanitary Sewers and Treatment.

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

SECTION ELEVEN: Utilities.

All electricity, telephone, cable television and gas lines installed to service the Subject Property shall be installed by Developer at its expense and shall be installed underground, the location of which underground utilities shall be at the Developer's option.

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SECTION TWELVE: Sanitary Sewer Recapture.

A. Sanitary Sewer Recapture.

The Village will have the right to direct the Developer and/or the Owner to construct the sanitary sewer line from the existing sanitary sewer trunk line at the western limits of the Pheasant Lakes Subdivision. The Developer or Owner shall construct and install at its expense said sanitary sewer line as may be directed by the Village. The area that said sanitary sewer line is capable of servicing, and will benefit, exceeds that of the Subject Property, and therefore the Village agrees, in order to provide reimbursement to the Developer or Owner of a portion of the cost of the construction of said sanitary sewer line (i.e. the cost of oversizing as determined by the Village Engineer after consulting with the Developer or Owner's engineer) to the extent the same is permitted by authority contained under the provisions of Section 9-5-1 et. seq., of the Illinois Municipal Code, as amended, to require that as a condition to the Village's approval of any plat of subdivision, or to the Village's permitting any connection to and use of said sanitary sewer trunk line relating to or benefitting any properties other than the Subject Property, the owner or owners of said property shall pay to the Village, which shall in turn reimburse to the Developer or Owner, a connection or recapture fee when and as collected. It is understood that the developer of the adjacent property will be required to extend said sanitary sewer line if it commences development of its property prior to the time that Developer is ready to commence development of the Subject Property. In the event that the other developer develops his property first and therefore installs the sanitary sewer line, such

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other developer shall be entitled to recapture from the Owner and/or Developer a portion of the cost of the construction of said sanitary sewer line. In other words, whichever developer develops first will be entitled to a recapture from the other developer. The amount to be paid as such connection or recapture fee shall be as determined by the Village in its sole discretion by separate ordinance. The properties or area to be subject to the special connection or recapture fee hereunder shall be determined by the Village Engineer in his sole discretion as a part of the separate ordinance setting forth the special connection or recapture fee.

The amount of reimbursement to be paid to Developer or Owner by Village from the connection or recapture fees, when and as collected, shall be in any amount of money as determined by the Village Engineer.

The cost of oversizing and the total construction cost for the oversized sanitary sewer line, sometimes hereinafter called the construction cost, shall be evidenced to Village by a sworn statement of the Developer or Owner as to the amount of such construction cost and may be confirmed by the Village, at its option, from documents designated from time to time by Village and relevant to determining the construction cost, certified under oath by the Developer or Owner as true and correct; such documents shall be provided by Developer or Owner to Village in a form and substance satisfactory to Village on demand made by Village.

The Village shall have no liability or other obligation to pay or cause the payment of any sum of money to Developer or Owner on account of such recapture other than out of such funds as the Village shall collect pursuant to such separate special connection or recapture fee

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ordinance. The Village shall provide the appropriate ordinances to accomplish this, and use any reasonable means to enforce said ordinances, but shall not be required to (but may in its discretion) pursue litigation to collect any such amounts. Such fees and recapture to the Developer or Owner shall be adjusted each year based upon any increase or decrease in the Construction Cost Index as published in the Engineering News Record magazine (e.g., if such Index increases by 3%, the amount of the recapture/connection fees shall be increased by 3%); provided, however, no such adjustment shall occur after five years from the date that the construction of the aforesaid sanitary sewer line is completed.

B. Storm Sewer Recapture.

The Village will have the right to direct the Developer and/or the Owner to construct the off-site storm sewer line provided for above in Section Five. The Developer or Owner shall construct and install at its expense said off-site sewer line as may be directed by the Village. The area that said off-site storm sewer line is capable of servicing, and will benefit, exceeds that of the Subject Property, and therefore the Village agrees, in order to provide for reimbursement to the Developer or Owner of a portion of the cost of the construction of said storm sewer (i.e. the cost of oversizing as determined by the Village Engineer after consulting with the Developer or Owner's engineer) to the extent the same is permitted by authority contained under the provisions of Section 9-5-1 et. seq., of the Illinois Municipal Code, as amended, to require that as a condition to the Village's approval of any plat of subdivision, or to the Village's permitting any connection to and use of said storm sewer relating to or benefitting any properties other

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than the Subject Property, the owner or owners of said property shall pay to the Village, which shall in turn reimburse to the Developer or Owner, a connection or recapture fee when and as collected. The amount to be paid as such connection or recapture fee shall be as determined by the Village in its sole discretion by separate ordinance. The properties or area to be subject to the special connection or recapture fee hereunder shall be determined by the Village Engineer in his sole discretion as a part of the separate ordinance setting forth the special connection or recapture fee.

The amount of reimbursement to be paid to Developer or Owner by Village from the connection or recapture fees, when and as collected, shall be in any amount of money as determined by the Village Engineer.

The cost of oversizing and the total construction cost for the oversized storm sewer, sometimes hereinafter called the construction cost, shall be evidenced to Village by a sworn statement of the Developer or Owner as to the amount of such construction cost and may be confirmed by the Village, at its option, from documents designated from time to time by Village and relevant to determining the construction cost, certified under oath by the Developer or Owner as true and correct; such documents shall be provided by Developer or Owner to Village in a form and substance satisfactory to Village on demand made by Village.

The Village shall have no liability or other obligation to pay or cause the payment of any sum of money to Developer or Owner on account of such recapture other than out of such funds as the Village shall collect pursuant to such separate special connection or recapture fee

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ordinance. The Village shall provide the appropriate ordinances to accomplish this, and use any reasonable means to enforce said ordinances, but shall not be required to (but may in its discretion) pursue litigation to collect any such amounts. Such fees and recapture to the Developer or Owner shall be adjusted each year based upon any increase or decrease in the Construction Cost Index as published in the Engineering News Record magazine (e.g., if such Index increases by 3%, the amount of the recapture/connection fees shall be increased by 3%); provided, however, no such adjustment shall occur after five years from the date that the construction of the aforesaid storm sewer line is completed.

SECTION THIRTEEN: 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.

This Agreement shall be recorded in the office of the Recorder of Deeds of Cook County, Illinois, at Developer's expense.

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

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SECTION FOURTEEN: 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 Owner and Developer:

1. John Forkan
Landtech Development Consultants
13654 West 159th Street
Lockport, Illinois 60441

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 FIFTEEN: Model Units.

Village hereby grants to the Developed the right to construct up to four (4) townhome units (in one single building), upon the Subject Property upon approval by the Village of a plan(s) encompassing that portion of the property upon which the same is proposed to be constructed. It is understood that in the event Developed constructs model units, any units sold based on such models shall be constructed in substantial conformance with said model units. It is further understood that the Village may permit more than the above model units in its discretion and without further amendment to this Agreement. No such model units shall be occupied until such time as public water and sewer are available to serve any such model unit unless the Village specifically agrees in writing to some alternate method of providing water and sewer service to any such model unit.

Village hereby grants to Developer the right to construct any such model units prior to the aggregate base course being installed for any adjoining streets or streets providing access to such model units and before approval of the final plat of subdivision for that portion of the Subject Property in which such model units are located; provided, however, the Owner or Developer or any applicant for a building permit for any such model units will make a cash deposit with the Village in the amount of \$5,000.00 per model unit (not building). Such amount shall be refunded after completion of any such streets and approval of any such final plat of subdivision. If the final plat of subdivision has been approved for the portion of the Subject Property within which such model units are located, such cash deposit will not be

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required once the appropriate letter of credit guaranteeing the installation of such streets has been filed with the Village in satisfactory form and amount.

SECTION SIXTEEN: Signs

After application is made to the Village's Zoning Administrator, and all required fees are paid, the Village will grant a variation from the provisions of its Sign Ordinance to permit Developer to erect and maintain a maximum of one outdoor advertising sign for this proposed development only, such to be not more than 8' by 16', double faced, to be no higher than 14' from the top of the sign to ground level, and may be exteriorly luminated, and to be located on the Subject Property for not the duration of the Developer's sales program. Location of said sign 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. The Village shall have the right to compel removal of, and Owner and/or Developer shall so remove, such sign within 90 days after the last building permit is issued for the Subject Property, or within 5 years from the date of this Agreement, whichever occurs sooner; provided, however, Owner and Developer shall in any event remove such sign no later than the time its development and all dwelling units are completely sold.

SECTION SEVENTEEN: Permits and Letter of Credit.

The Owner and Developer shall not be entitled to obtain any building permits, nor any sign permits, and shall not be entitled to construct any model units (except as provided above in Section 15), signs, sales and/or rental offices or any other appurtenant facilities unless and

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until the proper letter of credit or cash deposit has been made to the Village to guarantee the construction of all public improvements on the Subject Property. The letter of credit or cash deposit shall specifically include, in addition to the cost of streets, storm and sanitary sewers and water mains, an amount to cover the cost of street trees, street lights, landscaping, sidewalks and pathways as required by the Subdivision Regulations Ordinance and this Agreement, but shall not include the road impact fees provided for in Section Three hereof.

Owner and Developer agree 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 residential units or non-residential units to be built on the applicable portion of the Subject Property have been substantially completed, unless an extension is agreed to by the Village. In addition, the Village, after providing Developer with 30 days advance written notice, shall have the right to draw upon the letter of credit provided for in this Agreement to relocate or remove any dirt stock pile which results from the development should they not be placed in an approved location or if the pile is causing a storm water drainage problem, or should it remain beyond the time period specified by the Village; provided, however, that the Village will not draw upon the letter of credit if Developer relocates or removes the stock piles as directed by the Village within the 30 day notice period.

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SECTION EIGHTEEN: Reimbursement of Village for Legal and Other Fees and Expenses.

A. To Effective Date of Agreement.

The Owner and/or Developer concurrently with adoption of this Agreement by the Village and the zoning of the Subject Property or so much thereof as required, shall reimburse the Village for the following expenses of outside contractors and professionals incurred in the preparation and review of this Agreement, and any 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) the costs incurred by the Village for financial advisory services; and
- (3) all attorneys' fees incurred by the Village; and
- (4) miscellaneous out-of-pocket Village expenses, such as legal publication costs, recording fees and copying expense.

B. From and After Effective Date of Agreement.

Upon demand by Village made by and through its Manager, Owner and/or Developer from time to time shall promptly reimburse Village for all enumerated 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.

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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 designated from time to time by the Developer.

Notwithstanding the immediately preceding paragraph, Owner and/or 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 Owner, Developer, and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner and 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 and/or Owner 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 the Owner and Developer, on an issue of importance to the Village having a potentially substantial adverse effect on the

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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 Owner and 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 costs, 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 the Owner and 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 Owner and Developer all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Owner and Developer may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner and Developer.

SECTION NINETEEN: Impact Requirements.

Owner and Developer agree 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 (both corporate and individual), and in particular the future residents (both corporate and individual) of the Subject Property with access to and use of public utilities, streets, parks and recreational facilities, fire protection and emergency services. Owner and Developer further agree that the

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recaptures, contributions, dedications, donations and easements required by this Agreement are uniquely attributable to, reasonably related to and made necessary by the development of the Subject Property.

SECTION TWENTY: Disconnection.

Owner and Developer, and all subsequent owners and any subsequent developers, agree to take no action to disconnect, and to seek no petition for disconnection, of the Subject Property, or any portion thereof, from the Village for the entire term of this Agreement.

SECTION TWENTY-ONE: 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.

SECTION TWENTY-TWO: Warranties and Representations.

The Owner and Developer represent and warrant to the Village that the Owner owns the Subject Property, and that other than the entities and persons hereinbefore described on page 1 of this Agreement, no other entity or person has any interest in the Subject Property or its development as herein proposed; and that Owner has provided the legal descriptions of the

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Subject Property set forth in this Agreement and that said legal descriptions are accurate and correct. The Owner and Developer further represent that the Developer intends and proposes to develop the Subject Property in the manner provided in this Agreement.

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 Owner and Developer shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon Owner and/or Developer respectively by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner and/or Developer from any or all of such obligations.

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

Failure of any 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.

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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 or this Agreement, and any such approval may be required to be 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 officers of Owner and Developer executing this Agreement warrant that they have been lawfully authorized by their respective Boards of Directors or partners to execute this Agreement on behalf of said Owner and Developer respectively and are lawfully authorized to

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execute this Agreement on their own behalf. 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 Owner, 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, resolutions, letters of direction, 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 parties hereto 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 to 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.

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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, subject to extension if the cure cannot be reasonably effected within thirty (30) days and the party at fault proceeds diligently to effect such cure at the earliest practicable time, and subject to delay, for Acts of God, inclement weather, casualty loss, industrial or civil strife, war or other events of force majeure.

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.

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.

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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:

VILLAGE OF TINLEY PARK, a Municipal Corporation

By: Frank W. Gunn, Jr.
Village Clerk

By: Edward J. Bluschi
Village President

PRAIRIE BANK AND TRUST, as Trustee under Trust Agreement Number 98-067 and dated July 22, 1998 *NOT INDIVIDUALLY*

By: [Signature]
Its Asst. Trust Officer

ATTEST:

By: Nancy Orsini
Its Asst. Trust Officer

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto appearing herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that the portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against PRAIRIE BANK AND TRUST COMPANY under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

PRAIRIE BANK AND TRUST COMPANY

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GLENROE DEVELOPMENT, LTD., an
Illinois corporation, Developer

JOHN J. FORKMAN

By: John J. Forkman
Its SECRETARY

ATTEST:

By: _____
Its _____

Property of Cook County Clerk's Office

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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, 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 therein set forth.

GIVEN under my hand and official seal, this 1st day of July, 2000.

Commission expires 5-13, 192001.
Jean S. Condon
Notary Public



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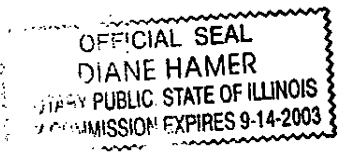
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY, that the above-named MAREW M. FINN and
NANCY O'DAWD as Assistant Trust Officer and
Assistant Trust Officer of PRAIRIE BANK AND TRUST, as Trustee under a Trust
Agreement dated July 22, 1998 and known as Trust No. 98-067, personally known to me to be
the same persons whose names are subscribed to the foregoing instrument as such
Asst. Trust Officer and Asst. Trust Officer 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 Assistant Trust Officer, for
the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 1st date of FEBRUARY, 2000.

Commission expires 9/14/03, 19 . Diane Hamer
Notary Public



COOK County Clerk's Office

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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 the above-named JOHN D. FORKAY and _____ personally
known to me to be the X ~~and~~ X Secretary of Glenroe
Development, Ltd., an Illinois Corporation, and also personally known to me to be the same
persons whose names are subscribed to the foregoing instrument as such _____ and
_____ Secretary 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 corporation, and the said _____ Secretary then and
there acknowledged that said _____ Secretary, as custodian of the corporate seal of
said corporation caused the corporate seal of said corporation to be affixed to said instrument
as said _____ Secretary's own free and voluntary act and as the free and voluntary act of
said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 1st day of Feb, 2004.

Commission expires 2-17 2004,
Courie J. Bruning
Notary Public



EXHIBIT ATTACHED