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0011160440

EXHIBIT

ATTACHED TO

0011160440

DOCUMENT NUMBER

12-7-01

SEE PLAT BOOK

Box 324

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Property of Cook County Clerk's Office

044011100

10-5-81

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This Document Prepared By:
E. Kenneth Friker
Klein, Thorpe and Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606

EXHIBIT ATTACHED

MAIL TO RECORDER'S BOX 324

For Recorder's Use Only

**DEVELOPMENT AGREEMENT
(ROESCH PARK - 8900-8910 WEST 159TH STREET)**

INTRODUCTION

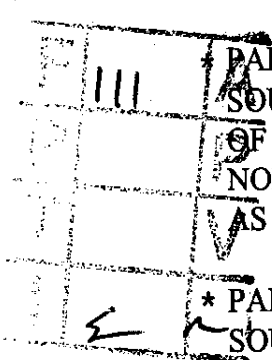
1. This Agreement entered into this 12th day of July, 2001, by and between the VILLAGE OF ORLAND PARK, an Illinois Municipal Corporation (hereinafter referred to as the "Village") and DANIEL J. ROESCH (hereinafter referred to as "Developer") and THE ROESCH FAMILY LIMITED PARTNERSHIP III, an Illinois Limited Partnership (hereinafter referred to as "Owner").

2. The Property subject to this Agreement, legal title to which is vested in the Owner (excepting such portion as is dedicated to the public), is legally described as follows:

* PARCEL 1: THAT PART OF THE EAST 283 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 70 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF 159TH STREET AS IMPROVED AND LYING SOUTH OF THE SOUTH LINE OF LOT 55 IN PARK HILL SUBDIVISION UNIT 3, AS MONUMENTED, IN COOK COUNTY, ILLINOIS.

* PARCEL 2: THAT PART OF THE EAST 283 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 70 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF 159TH STREET AS IMPROVED, IN COOK COUNTY, ILLINOIS.

* PARCEL 3: THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST



RECORDING FEE 111
DATE 12-7-01
COPIES 3

MAIL TO RECORDER'S BOX 324 (NFK)

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OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 283 FEET THEREOF) LYING NORTH OF A LINE 70 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF 159TH STREET AS IMPROVED AND LYING SOUTH OF THE SOUTH LINE OF LOT 56 IN PARK HILL SUBDIVISION UNIT 3, AS MONUMENTED, IN COOK COUNTY, ILLINOIS.

* PARCEL 4: THAT PART OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE EAST 283 FEET THEREOF) LYING SOUTH OF A LINE 70 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF 159TH STREET AS IMPROVED, IN COOK COUNTY, ILLINOIS.

*Pursuant to Plat of Subdivision recorded as document No. 0010740719 on 8/13/01, the parcels are now legally described as Lots 1, 2 and 3 in Roesch Park Subdivision being a Subdivision in the West 1/2 of the East 1/2 of Section 15, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN NOS. 27-15-101-004
009

The said property is hereinafter referred to as the "Subject Property".

3. The Subject Property is located at 8900 - 8910 West 159th Street in the Village and consists of approximately 11 acres.

4. The Subject Property is being developed by the Developer for two (2) automotive dealerships and a restaurant with drive-thru service as Special Uses in the BIZ General Business District, pursuant to the Village's Land Development Code. The automotive dealerships shall be in a single building although because of the grade of the Subject Property, the south elevation will look like two buildings.

5. The Village of Orland 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 and the statutes in such cases made and provided.

RECITALS:

1. The parties hereto desire that the Subject Property be developed in the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be rezoned and developed in the manner set forth in this Agreement.

2. The Developer has petitioned the Village for resubdivision of the Subject Property, for rezoning from E-1 Estate Residential to BIZ General Business District, for special use permits for one or more car dealerships in a single building, a 32-seat restaurant with drive-thru service and associated parking, and a private roadway, with a modification in the maximum impervious surface

permitted on the car dealership(s) lot, to permit 78% impervious surface instead of the 75% maximum otherwise permitted.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village including the filing of a petition by Developer requesting subdivision and rezoning of the Subject Property and granting of special use permits 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, subdivision and granting of permits as herein provided, including all hearings 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 and execution of this Agreement by ordinance;

(b) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement including resubdivision of the Subject Property, the classification of the Subject Property for purposes of zoning and the granting of special use permits pursuant to the terms and conditions of this Agreement;

(c) 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 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.

6. Owner covenants and agrees that it will execute all necessary directions and issue all necessary instructions and take all other action necessary to direct and require Developer to perform its obligations hereunder.

7. Village and Owner acknowledge that the Village has approved a Resolution of Intent regarding the Subject Property. Both parties intend to implement said Resolution except as its terms are altered by this or another agreement of the parties.

SECTION ONE: Zoning, Subdivision, Plan Approval, Design and Operation Standards.

A. The Village, upon the 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, will by proper ordinance cause the above-described Subject

Property to be subdivided and classified under the Land Development Code of the Village under the BIZ General Business District with special use permits for the development referred to in the above RECITALS.

B. The Subject Property shall be developed substantially in accordance with the Final Plan entitled "Proposed New Facility for Larry Roesch Mitsubishi, 159th Street, Orland Park, Illinois," prepared by Viking Design Group, Plan No. 01006, dated April 20, 2001, Sheet C1, appended hereto and incorporated herein as EXHIBIT A, with the following conditions: (1) that the chain link fencing be replaced with a black vinyl covered chain link fence except the north property line fence; (2) that additional detail concerning the retaining walls be provided to the Engineering Department and approval by the Engineering Department be obtained; and (3) emergency access be provided to/from the shopping center to the west, that access to be gated with the Orland Fire Protection District to have a key or some other agreed-to method of access. The Developer agrees that the Subject Property shall be developed substantially in accordance with said Plan (EXHIBIT A) as approved and conditioned above, or as may be subsequently amended and approved by the Village, and in accordance with supporting preliminary and final engineering drawings and plans to be submitted to the Village Engineer for review and approval. The Proposed New Facility shall be developed in two (2) phases, the first being the "Mitsubishi Phase" and the second being the "Volkswagen Phase."

C. The Subject Property shall also be developed substantially in accordance with the following:

1. The Landscape Plan entitled "Roesch Project," prepared by Rogina and Associates, Ltd., Project No. 919.01, dated May 10, 2001, last revised June 11, 2001, attached hereto as EXHIBIT B.
2. The Building Elevations titled, "Proposed New Facility for Larry Roesch Mitsubishi and Larry Roesch Volkswagen, 159th Street, Orland Park, Illinois," prepared by Viking Design Group, Plan No. 01007, dated April 6, 2001, Sheets No. 2, A1 and A2, with the following conditions: (i) That a masonry material be used instead of cement plaster below the canopy level on the south elevation of the Volkswagen dealership; and (ii) that a horizontal brick band be shown on the north elevation between the first and second levels.
3. The Plan titled "Dunkin' Donuts, 31 Baskin Robbins, 159th Street and 90th Avenue, Orland Park, Illinois," Sheets 1 and 2, Job PGP2K, prepared by Peter G. Paraskis, dated December 8, 2000, last revised February 28, 2001 with the following conditions (1) that six of the shrubs on the west side of the property be replaced with evergreen shrubs, subject to staff approval; (2) that parking spaces on the east side of the building be changed to 90-degree parking stalls; and (3) that a solid six-foot fence, not stockade, be provided, subject to staff approval, on the north property line to provide additional screening.

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D. Operation of the uses constructed pursuant to this Agreement shall be subject to the following conditions:

1. That no outdoor public address systems or loudspeakers be used at the car dealership.
2. That all vehicle delivery trucks to the car dealership load and unload on the site and not on public streets.
3. That all vehicle delivery trucks to the car dealership use the 159th Street entrance only.
4. That no test-driving of vehicles be conducted on residential streets.
5. That the speaker used in the drive-thru order board at the restaurant be limited to 55 decibels at the nearest residential property line from 7:00 A. M. to 10:00 P. M. and 45 decibels at the residential property line from 10:00 P.M. to 7:00 A. M. daily.

E. Subdivision of the Subject Property shall be pursuant to the plan titled, "Proposed New Facility for Larry Roesch Mitsubishi, 159th Street, Orland Park, Illinois," prepared by Viking Design Group, dated April 20, 2001, Plan No. 01006, Sheet C1.

F. The Plan and Subdivision referenced in B and E, above, include Lot 3, approximately 3 acres, which will be purchased by the Village and utilized as open space and overflow storm water detention. Developer will construct a landscaped earthen berm of 14 to 20 feet in height to separate the Village-purchased property from the automobile dealership(s), per the Landscape Plan shown in EXHIBIT B and Engineering Plan as approved by the Village. The north and part of the south slopes of the berm may be located on the Village-purchased property, as will be shown in the engineering plan to be approved.

SECTION TWO: Contributions.

Upon, and as a condition to, the issuance of each building permit for the Subject Property, Developer shall pay the Fair Share Road Exaction Fee as established in the Village's Land Development Code, Section 5-112(K)(6).

The Village shall solely determine how said sum so paid shall be allocated and disbursed.

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

Storm water run off emanating from Lots 1 and 2 on the Subject Property shall be retained or detained in accordance with a storm water management system for the Subject Property to be constructed and installed by the Developer, as finally may be required and approved by the Village. Such system shall include an expansion of the existing off-site detention pond system at or near the

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northwest corner of Lot 3 of the Subject Property to allow off-site detention for Lots 1 and 2 with appropriate easements for construction and connection, and all storm water management facilities, including both on-site and off-site storm sewers, if needed, in accordance with final engineering plans approved by the Village. The design criteria, construction and maintenance of the storm sewers shall be in accordance with all standards of the Village in force on the date hereof on the date of final plat approval for each phase, and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of final plat approval, and shall be completed by the Developer at its expense. All off-site storm water detention/retention facilities shall be maintained by the Village.

SECTION FOUR: Water Supply.

Developer shall be required to construct and install at its expense all necessary on-site water mains to service Lots 1 and 2 on the Subject Property. All such water mains shall be constructed and installed in accordance with the Land Development Code of the Village and final engineering plans approved by the Village. The Developer shall pay to the Village the required water connection charge(s) based upon the size of the connection(s) in accordance with Village ordinances.

SECTION FIVE: Sanitary Sewers.

Developer shall be required to construct and install at its expense all necessary sanitary sewers to service Lots 1 and 2 on the Subject Property in accordance with the Land Development Code of the Village and final engineering plans approved by the Village.

SECTION SIX: Streets, Sidewalks and Street Lights

The Developer shall construct and install all streets, sidewalks, walking paths, ramps and street lights as shown in EXHIBIT A (and as modified in accordance herewith) and in accordance with the Village Land Development Code and approved engineering. Developer shall construct Roesch Court, a private cul-de-sac, on Lot 1, according to Village standards, and shall be fully responsible for all maintenance and repair thereof. Roesch Court shall at all times be kept in safe and clean condition for the uses it serves.

SECTION SEVEN: Easements.

Owner and Developer agree at the time of approval of this Development Agreement to grant to the Village, and/or obtain grants to the Village of, all necessary easements for the extension of sewer, water, street, 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.

All such easements to be granted shall name the Village and/or other appropriate entities designated by the Village as grantee thereunder. It shall be the responsibility of Owner and Developer to obtain all easements, both on site and off site, necessary to serve the Subject Property.

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SECTION EIGHT: Dedications

Owner and Developer agree to dedicate to the Village a 70 foot wide strip of land the length of the Subject Property's frontage on 159th Street, to be used for right-of-way purposes. The Developer will construct the 159th Street roadway improvements shown on EXHIBIT A in the dedicated area.

SECTION NINE: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property 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 hereof, or as are in existence during development of the Subject Property. 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 Orland Park at such time.

No occupancy permit shall be issued for any building prior to the completion and acceptance by the Village of the required public improvements. Occupancy permits shall be issued as each phase is properly completed (Mitsubishi and Volkswagen). All required public improvements shall be completed within one (1) year from the date hereof and the Developer shall deliver to the Village an irrevocable letter of credit in a form satisfactory to and from a bank or financial institution and in an amount as provided for in the Land Development Code of the Village, said Letter of Credit to include all costs related to required lighting, landscaping, roadway, sidewalk, sewer and water lines and storm water management facilities. The Village Engineer may, in his discretion, permit the amount of said letter of credit to be reduced, from time to time, as major public improvements are completed.

SECTION TEN: 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 ELEVEN: Impact Requirements.

Owner and Developer agree that any and all 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, with access to and use of public utilities, streets, fire protection, and emergency services. Owner and Developer further agree that the 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 TWELVE: 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 seven (7) 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 contributions to the Village, construction and/or dedication of public improvements, granting of easements to the Village, dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION THIRTEEN: 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. Daniel J. McLaughlin
Village President
14700 South Ravinia Avenue
Orland Park, Illinois 60462
2. David P. Maher
Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462
3. E. Kenneth Friker
Village Attorney
Klein, Thorpe & Jenkins, Ltd.
15010 S. Ravinia Avenue, Suite 17
Orland Park, Illinois 60462

For the Developer:

1. Dan Roesch
c/o Steven P. Bloomberg
Moss and Bloomberg, Ltd.
305 W. Briarcliff Road
P. O. Box 1158
Bolingbrook, IL 60440

For the Owner:

1. The Roesch Family Limited Partnership III
c/o Steven P. Bloomberg
Moss and Bloomberg, Ltd.
305 W. Briarcliff Road
P. O. Box 1158
Bolingbrook, IL 60440

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

SECTION FOURTEEN: Signs.

The location of any signs upon the Subject Property shall be in accordance with an approved Signage Plan and the Village's Sign Ordinance, and shall have reasonable setbacks from streets and highways as the interest of safety may require.

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

A. To Effective Date of Agreement.

The Developer concurrently with 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 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 reasonable 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 hereinafter provided, 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.

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.

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.

Developer agrees to furnish at its cost and expense all material, labor and equipment for the construction of improvements for Lots 1 and 2 and storm water detention/retention facilities on Lot 3 and as outlined in Section One F and Section Three, above. Owner and Developer will procure and maintain adequate property and liability insurance against loss or damages for the work performed and all materials to be delivered including, but not limited to, losses caused by fire, theft and vandalism. The Owner and Developer will furnish a Certificate of Insurance naming the Village as an additional insured, while also maintaining worker's compensation insurance. Owner and Developer agree to indemnify and hold the Village harmless from and against any and all claims of third parties relating to the terms of this Agreement and, on notice from the Village, will assume the entire defense of such lawsuit and all expenses 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 or 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 costs, reasonable attorneys' fees and witnesses' fees, and other reasonable 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 their sole discretion, appeal any such judgment rendered in favor of the Village against Developer.

SECTION SIXTEEN: Warranties and Representations.

The Owner and Developer represent and warrant to the Village as follows:

1. The Owner is the legal title holder and the owner of record of the Subject Property as indicated on the first page of this Agreement.
2. The Developer proposes to develop the Subject Property in the manner contemplated under this Agreement.
3. Other than the Owner and Developer, no other entity or person has any interest in the Subject Property or its development as herein proposed.
4. Developer has provided the legal description of the Subject Property set forth in this Agreement and the attached Exhibits and said legal description is accurate and correct.
5. With respect to any real estate herein which will become property of the Village, Owner and Developer warrant and represent, to the best of their knowledge, that during the period of their ownership or control over said Subject Property they have no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release or threatened release of hazardous substances or hazardous wastes on, from or under the property, by or through Developer or Owner or any other party whatsoever. Owner and Developer similarly represent and warrant that to the best of their knowledge, there was no underground storage (or other) tank and not any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the property prior to their acquisition of ownership or control of the property.

Owner and Developer similarly further represent and warrant that to the best of their knowledge, the property (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or other relating to hygienic or environmental conditions, and during ownership of the property by Owner, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances or other related materials on, under or about the property. Owner and Developer shall and do hereby agree to indemnify, protect, defend, and hold the Village harmless from and against any claims, losses, demands, costs, proceedings, suits, liabilities, damages and causes of action, including consequential damages and attorneys' fees of counsel selected by the Village and other costs of defense incurred, arising against or suffered by the Village of its assigns as a consequence, directly or indirectly, of any misrepresentation by Developer or Owner of the foregoing representations and warranties, whether discovered before or after the conveyance of any of the Subject Property to the Village.

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SECTION SEVENTEEN: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by Owner, 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 them by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released them from any or all of such obligations.

SECTION EIGHTEEN: 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.

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

SECTION TWENTY: Singular and Plural.

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

SECTION TWENTY-ONE: 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-TWO: Recording.

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

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SECTION TWENTY-THREE: Authorization to Execute.

The officers of Owner and Developer executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on their 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. 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, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION TWENTY-FOUR: 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 in writing and signed by them.

SECTION TWENTY-FIVE: Counterparts.

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

SECTION TWENTY-SIX: 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, or such additional time as is reasonably required to cure the default so long as the cure of default is commenced within said thirty (30) days, and efforts to effect such cure of default are diligently prosecuted to completion.

SECTION TWENTY-SEVEN: 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 TWENTY-EIGHT: 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

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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 TWENTY-NINE: 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 TWENTY-THIRTY: Execution of Agreement.

This Agreement shall be signed last by the Village and the President 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.

VILLAGE OF ORLAND PARK, an
Illinois Municipal Corporation

By: *[Signature]*
Village President

ATTEST:

By: *David P. Maher*
Village Clerk

DEVELOPER:

DANIEL J. ROESCH

Daniel J. Roesch

By: *Dorothy Dreine*
Deputy Clerk

OWNER:

THE ROESCH FAMILY LIMITED PARTNERSHIP
III, an Illinois Limited Partnership

By: The Dan Roesch and Lisa Roesch Spendthrift Trust
Its General Partner

By: *Daniel J. Roesch*
Its PR. U.S.

ATTEST:

By: _____
Its _____

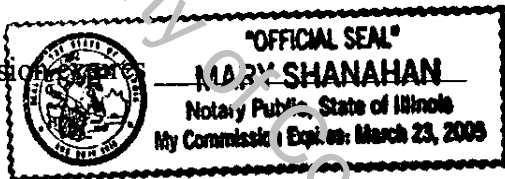
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STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that DANIEL J. ROESCH personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand official seal, this 16th day of July, 2001.

Mary Shanahan
Notary Public

My commission 

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STATE OF ILLINOIS)
)
) SS.
COUNTY OF)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel J. Roesch, personally known to me to be the Genl. Part. of THE DAN ROESCH AND LISA ROESCH SPENDTHRIFT TRUST, which is known to me to be the General Partner of The Roesch Family Limited Partnership III, an Illinois Limited Partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner, respectively, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her 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 official seal, this 16th day of July, 2001.

Mary Shanahan
Notary Public

My commission expires



EXHIBIT ATTACHED