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2002-07-19 15:12:25

Cook County Recorder 191.00



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EXHIBIT

ATTACHED TO

0020793591

DOCUMENT NUMBER

7-19-02

SEE PLAT BOOK

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Property of Cook County Clerk's Office

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Cook County Recorder 191.00

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

EXHIBIT ATTACHED

MAIL TO RECORDER'S BOX 324

(NEC)

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 now on file in my office, entitled:

RESOLUTION NO. 2001-R-025

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT - ST. STEPHEN'S CHURCH

which RESOLUTION was passed by the Board of Trustees of the Village of Tinley Park, at a regular meeting held on the 18th day of September, 2002, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 18th day of September, 2002.

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

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

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 18th day of September, 2002.

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

RECORDING FEE 191.⁰⁰
DATE 7/19/02 COPIES 0
OK BY *GM* 39 *gao*

MAIL TO RECORDER'S BOX 324

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RESOLUTION NO. 2001-R-025

RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT - ST. STEPHEN'S CHURCH

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 - St. Stephen's" be entered into and executed by said Village

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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 18th day of September, 2001, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: Rea, Seaman, Harnon, Bettenhausen, Heffernan, Maher

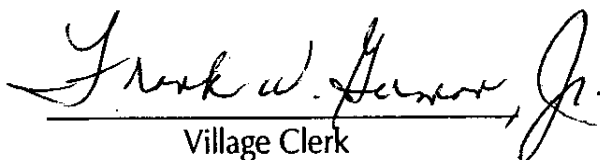
NAYS: None

ABSENT: None

APPROVED this 18th day of September, 2001, by the President of the Village of Tinley Park.


Village President

ATTEST:


Village Clerk

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ANNEXATION AGREEMENT - ST. STEPHEN'S

THIS AGREEMENT entered into this 18th day of September, 2001, by and between the VILLAGE OF TINLEY PARK, Illinois, a Municipal Corporation (hereinafter referred to as the "Village"); and THE CATHOLIC BISHOP OF CHICAGO, a Corporation Sole (hereinafter referred to as "Owner").

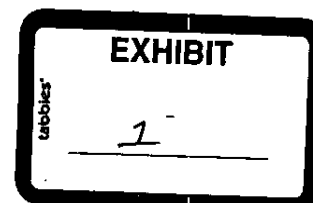
RECITALS:

1. The property subject to this Agreement is legally described on EXHIBIT 1 attached hereto and hereby made a part hereof. A portion of the property is currently within the corporate limits of the Village (hereinafter referred to as the "Annexed Portion") and a portion of the property is located in an unincorporated portion of Cook County but contiguous to the Village (hereinafter referred to as the "Unincorporated Portion"), and each portion is separately legally described on said EXHIBIT 1.

The Annexed Portion and Unincorporated Portion are hereinafter collectively referred to as the "Subject Property". Record title to the Subject Property is held by Owner.

2. The Subject Property is located at the southwest corner of 175th Street and 84th Avenue. The Subject Property contains approximately 20 acres and the Unincorporated Portion is contiguous with the Village.

3. 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 and the statutes in such cases made and provided.



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4. The parties hereto desire that the Unincorporated Portion of the Subject Property be annexed to the Village, subject to the terms and conditions as hereinafter set forth, and that the Subject Property be developed in the manner as set forth in this Agreement under the provisions of the Tinley Park Zoning Ordinance with the underlying zoning being the R-1 Single Family Residential District.

5. Owner has petitioned the Village for annexation of the Unincorporated Portion of the Subject Property to the Village and for zoning of the Subject Property, all as indicated below.

6. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation, including the filing of petitions by the Owner requesting annexation of the Unincorporated Portion of the Subject Property and zoning of the Subject Property. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such annexation, including a hearing by the Board of Trustees of the Village, as may be necessary to effectuate the plan of development herein set forth.

7. 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 resolution;
- (b) Enactment of an annexation ordinance annexing the Unincorporated Portion of the Subject Property to the Village;

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- (c) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement, including the classification of the Subject Property for purposes of zoning;
- (d) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

8. The Subject Property is not within a library district, nor a fire protection district.

There is no road on or adjacent to the Subject Property under the jurisdiction of a township.

9. The parties hereto have determined that it is in the best interests of the Village, Owner 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 be in implementation of the comprehensive plan of the Village, and will constitute a preservation of environmental values.

NOW, THEREFORE, in consideration of the above and foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

SECTION ONE: Annexation.

The Owner has filed a petition for annexation of the Unincorporated Portion 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,

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cause approval and execution of this Agreement and cause the Unincorporated Portion of the Subject Property to be annexed to the Village. A plat of annexation of the Unincorporated Portion of the Subject Property is attached hereto as EXHIBIT 2. 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 Unincorporated Portion 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 Unincorporated Portion of the Subject Property to the Village.

SECTION TWO: Zoning, Plan Approval and Design Standards.

A. Zoning, Subdivision and Variation.

1. Upon annexation, the Subject Property shall automatically be zoned in the R-1 Single Family Residential District.
2. The Subject Property shall be developed substantially in accordance with the land plan attached hereto and hereby made a part hereof as EXHIBIT 3, as the same may be revised by Owner and approved by the Village, which plan is entitled "Land Plan" dated June 22, 2001, and last revised on October 18, 2001, which was prepared by Jacobs and Hefner,

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Associates, P.C. (hereinafter referred to as the "Plan"). The Subject Property shall be developed with an approximately 35,000 square feet church, parish office and ancillary classroom space. In addition, the existing farmhouse on the Subject Property may be used as the residence for the priests of the parish provided it meets all building and safety regulations of the Village. The Owner agrees that the Subject Property shall be developed substantially in accordance with the Plan and a future more specific site plan to be submitted to and approved by the Village's Plan Commission. Such site plan shall include the layout of the building(s) and parking, signs, landscaping, building and roof elevations, exterior building materials and methods of ingress and egress, and the like. The landscaping shall specifically include a landscape buffer between the parking lot and adjoining residential properties designed to shield such parking from the views of the adjoining residential properties.

SECTION THREE: Contributions.

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

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	<u>Per Non-Residential Unit (Not Building)</u>
Water Construction Fund	\$ 300.00
Sewer Construction Fund	\$ 100.00
Tinley Park Library Fund	\$ 100.00
Tinley Park Volunteer Fire Department	\$ 100.00
E.S.D.A. Siren System	\$ 15.00

SECTION FOUR: Utility Recaptures and Contributions.

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, there are sums of money due to the Village or other developers who are entitled to recapture for extending and/or oversizing utilities or public improvements, or for future public improvements, to serve the Subject Property in accordance with and limited to the schedule set forth below.

The following recaptures, which includes all interest, are due on the Subject Property and shall be due and payable at the time of annexation of the Unincorporated Portion of the Subject Project:

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<u>Recaptures</u>	<u>Total Amount Due*</u>
<u>Roadways</u>	
84th Avenue 1,000 feet x \$36.85/ft.	\$ 36,850.00
<u>Sanitary Sewer</u>	
171st Street and 80th Avenue Lift Station 10 acres x \$666.86/acre	\$ 6,668.60
Bornet 36" 10 acres x \$40.00/acre	\$ 400.00
Timbers 27" 10 acres x \$110.70/acre	\$ 1,107.00
<u>Water</u>	
16" Water Main 84th Avenue 1,000 feet x \$25.95/ft	\$ 25,950.00
<u>Detention</u>	
Gallagher and Henry 10 acres x \$5,960.00/acre	\$ 59,600.00
Total Amount of Recaptures	<u>\$130,575.60</u>

*Includes applicable interest

SECTION FIVE: Storm Water Retention/Detention.

Storm Water run off emanating from the Subject Property shall be retained or detained in accordance with a central detention and/or retention system for the Subject Property to be

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constructed and installed off-site by Gallagher and Henry as part of the Radcliffe Subdivision. Such system shall include all storm water management facilities, including both on-site and off-site storm sewers, if needed, and the construction of temporary storm water detention facilities, if needed, all in accordance with final engineering plans approved by the Village. The design criteria, construction and maintenance of the storm sewers and detention facilities shall be in accordance with all standards of the Village in force on the date of application for the building permit, and also all standards of the Metropolitan Water Reclamation District of Greater Chicago in effect at the time of application for the building permit, and shall be completed by the Owner at its expense.

Central Detention Service Area (as shown on the Village of Tinley Park, Central Detention, Master Plan shall be the service area for storm sewer detention which will serve all of the Subject Property.

Any such storm water facilities for any portion of the Subject Property 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 shall also construct and install any other storm water retention or detention facilities required by the Water Reclamation District of Greater Chicago.

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SECTION SIX: Easements.

The Owner agrees to grant all necessary easements to serve the Subject Property as it is proposed to be developed, with the easements naming as grantee the Village and/or other appropriate entity designated by Village, for the extension of sewer, water, or other utilities, including cable television, streets, or for other improvements which may serve not only the Subject Property, but in addition other territories in the general area, as determined by the Village in reviewing the final engineering plans to be approved by the Village. Such easements shall include an easement covering all of the storm sewer detention facilities, including access thereto. Such easements shall be granted at the time requested by the Village. It shall be the responsibility of the Owner to obtain all easements, both on site and off site, necessary to serve the Subject Property.

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 lot or 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

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governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Tinley Park at such time.

No building permits for the construction of buildings for any parcel shall be allowed or issued prior to installation of the aggregate base course for the main entryway. No occupancy permit shall be issued for any building prior to the installation of the binder course for all driveways and parking areas and completion of the detention pond except for sodding.

**SECTION EIGHT: Dedication and Construction of
Streets, Driveways and Sidewalks.**

A. Streets and Driveways.

The Owner shall dedicate a 50 foot right-of-way for 84th Avenue for the entire length of the Unincorporated Portion of the Subject Property adjacent to 84th Avenue.

The entrances and exits for the Subject Property shall be so designed and located so as to line up with the existing street(s) across from the Subject Property, and Owner shall further widen 84th Avenue including adding a turn lane and street lights and install curb and gutter along the entire length of 84th Avenue adjacent to the Subject Property, all in accordance with final engineering plans approved by the Village.

The Village shall contribute \$125,000.00 towards the cost of such improvements, and in consideration therefor Owner shall eventually convey to the Village (as provided below) that portion of the Subject Property legally described on EXHIBIT 4 attached hereto and hereby made a part hereof for future resale for three residential lots. Owner shall provide the Village

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with a current survey of the portion to be conveyed showing all easements and restrictions of record, all improvements thereon and encroachments, if any. Owner shall also cause to be prepared at its expense all engineering plans for the future resubdivision of such portion (it being previously subdivided) and submit the same to Village for its approval. Once approved by the Village Engineer, the Village will proceed to resubdivide such portion of the Subject Property as close as possible into three lots of equal size, and Owner shall execute all documents and take all steps necessary to effectuate such resubdivision. Upon completion of the resubdivision, two of said lots will be conveyed to the Village for eventual resale for residential development and the third lot shall be retained by or conveyed to Owner for use as a parsonage or alternatively for resale for residential use.

B. Sidewalks.

The Owner shall construct and install a five foot wide concrete sidewalk along the entire length of the Subject Property adjacent to 84th Avenue and along the entire width of the Subject Property adjacent to 175th Street in accordance with final engineering plans approved by the Village and must be completed at the time the other public and parking lot improvements are completed.

C. Street Lights and Street Trees.

Owner shall install street lights along 84th Avenue in accordance with final engineering plans approved by the Village. Owner shall further install all street trees along 175th Street and

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along 84th Avenue that are required under the Subdivision Regulations Ordinance of the Village.

SECTION NINE: Water Supply.

Owner shall be required to construct at its expense all necessary water mains to service the Subject Property in accordance with final engineering plans approved by the Village.

SECTION TEN: Sanitary Sewers.

Owner shall be required to construct at its expense all necessary sanitary sewer mains to service the Subject Property in accordance with final engineering plans approved by the Village.

SECTION ELEVEN: Utilities.

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

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 twenty (20) years from the date of execution hereof and any extended time that may be agreed to by amendment.

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

The terms and conditions of this Agreement relative to the development of the Subject Property, the payment of monies to the various Village recapture funds, contributions to the Village "impact requirements," granting of easements to the Village, the construction of the Project and sidewalks, dedication of rights-of-way to the Village and the developmental standards established herein, including but not limited to signage, 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. 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

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3. Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
Attention: Terrence M. Barnicle

For Owner:

1. Maureen O'Brien
Property Manager
Catholic Bishop of Chicago
55 East Superior
Chicago, Illinois 60611
2. John O'Malley
Catholic Bishop of Chicago
55 East Superior
Chicago, Illinois 60611
3. Rev. Jan Finno
St. Stephen, Deacon and Martyr Catholic Church
8019 Mallow Drive
Tinley Park, Illinois 60477

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

SECTION FOURTEEN: Permits and Letter of Credit.

The Owner shall not be entitled to obtain any building permits, nor any sign permits, unless and until the proper letter of credit or cash deposit has been made to the Village in accordance with the Subdivision Regulations Ordinance of the Village and/or this Agreement, except as otherwise provided herein. The letter of credit or cash deposit shall specifically include an amount to cover the cost of construction of water and sewer mains, storm water

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facilities, and all related improvements, the cost of street trees and street lights, and the cost of sidewalks.

Owner agrees that any dirt stock piles resulting from the development of the Subject Property shall be located in places as designated and approved by the Village, and for reasonable time periods not to exceed the earlier of either five years or the date on which 85 percent of the square footage of the building(s) to be built on the Subject Property have been substantially completed, unless an extension is agreed to by the Village. In addition, the Village, after providing Owner 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 not be permitted to remain beyond the time period specified by the Village; provided, however, that the Village will not draw upon the letter of credit if Owner relocates or removes the stock piles as directed by the Village within the thirty (30) day notice period.

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

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

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A. Fee Simple Title. The conveyance, dedication or donation shall be of a fee simple title.

B. Merchantable Title. Title to the real estate shall be good and marketable.

C. Form and Contents of Deed. The conveyance, dedication or donation shall be by delivery of a good, sufficient and recordable deed, plat of dedication, or appropriate dedication on a recorded plat of subdivision. The deed, conveyance or dedication may be subject only to:

- (1) covenants, restrictions and easements of record, provided the same do not render the real estate materially unsuitable for the purposes for which it is being conveyed, dedicated or donated;
- (2) terms of this Agreement;
- (3) general taxes for the year in which the deed, conveyance or dedication is delivered or made and for the prior year if the amount of prior year's taxes is not determinable at the time of delivery, conveyance or dedication; and
- (4) such other exceptions acceptable to the grantee.

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

- (1) the usual and customary standard exceptions contained therein;

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

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

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

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

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

G. Environmental Assessment. Not less than thirty (30) days prior to any conveyance, dedication or donation of real estate required under this Agreement, any Village ordinance or other requirement, the Grantor, at its sole cost and expense, shall have caused to be prepared and submitted to the Village a written report of a site assessment and environmental audit (the "Environmental Audit"), in scope, form and substance, and prepared by an independent, competent and qualified environmental professional satisfactory to the Village, and dated not more than sixty (60) days prior to the transfer date, showing the environmental professional made all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial and customary practice in an effort to minimize liability, which takes into account and satisfies the "innocent landowner" provision set forth at 42 U.S.C. 9601(35), such that consistent with generally accepted environmental engineering practice and procedure and any applicable governmental rules, guidelines or regulations, no evidence or indication came to light which would suggest there was a release of substances on the property which could necessitate an environmental response action, and that no evidence or indication came to light which would demonstrate that the property and the facility complies with, and does not deviate from, all applicable federal, state, county,

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regional and local environmental statutes, laws, ordinances, rules and regulations ("Environmental Laws"), including the provision of any licenses, permits or certificates required thereunder. The scope of work for the performance of the Environmental Audit and the Environmental Audit report itself shall meet or exceed both the requirements of the American Society of Technology and Materials (ASTM) Standard Practices for Phase I Environmental Site Assessment (E1527-97) and the requirements of 415 ILCS 5/22.2(j)(6)(E). The Environmental Audit shall be conducted by an environmental professional as that term is defined in 415 ILCS 5/22.2(j)(6)(E)(iii) and the Environmental Audit report must clearly show in its text that the environmental professional has performed all required tasks and must explicitly state that all tasks required by the above-referenced Illinois statute have been performed. The report must conclude that the environmental professional did not find the presence of a release or a substantial threat of a release of a hazardous substance or pesticide at, on, to or from the Subject Property and that the Environmental Audit has revealed no evidence of a Recognized Environmental Condition (as defined by ASTM) associated with or relating to the Subject Property. If the environmental professional cannot make this statement, a Phase II Environmental Audit of the real property that meets or exceeds the requirements of 415 ILCS 5/22.2(j)(6)(E) must be provided. The report must also contain a certification by the preparer under penalty of perjury that all facts included in the report are true.

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

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

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

The Grantor of the property and facility acknowledges and agrees that the Village shall not be obligated to take title to any land if, in its sole and exclusive judgment (including, without

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limitation, information revealed by the Environmental Audit), that the use or condition of the property, or any part thereof, poses a material health, safety or environmental hazard. If such property does, then the Grantor must convey suitable substitute land at a location(s) approved by the Village.

SECTION SIXTEEN: Impact Requirements.

Owner agrees that any and all recaptures, contributions, dedications, donations and easements provided for in this Agreement substantially advance legitimate governmental interests of the Village, including, but not limited to, providing its residents with access to and use of public utilities, streets, fire protection, and emergency services. Owner further agrees that the 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.

Any subsequent purchasers of all or a portion of the Subject Property by purchasing all or any part of the Subject Property shall by such purchase automatically acknowledge agreement with all of the provisions of this Section, and shall be deemed to have done so without any other confirming documentation.

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

A. To Effective Date of Agreement.

The Owner concurrently with annexation and zoning of the Subject Property or so much thereof as required, shall reimburse the Village for the following reasonable 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 landscape architect 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 from time to time shall promptly reimburse Village for all enumerated reasonable expenses and costs incurred by Village in the administration of the Agreement, including and limited to engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

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

Notwithstanding the immediately preceding paragraph, Owner 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 and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner, 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. 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, 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

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event the Village exercises such option, then Owner 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 expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against the Owner 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 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. Owner may, in its sole discretion, appeal any such judgment rendered in favor of the Village against Owner.

SECTION EIGHTEEN: Disconnection.

Owner, 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 NINETEEN: Subordination of Mortgages.

In the event there are any existing mortgages or other liens of record against the Subject Property, Owner 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 (or any future owner and/or developer) obtain a mortgage or other loan of money secured by the

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Subject Property, the Owner (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: Warranties and Representations.

The Owner represents and warrants to the Village that the Owner is the owner of 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 the Owner has provided the legal description of the Subject Property set forth in this Agreement and that said legal description is accurate and correct. The Owner further represents that the Owner intends and proposes to develop the Subject Property in the manner provided in this Agreement.

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

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SECTION TWENTY-TWO: 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 TWENTY-THREE: Village Approval or Direction.

For Village approval or directions required by this Agreement, such approval or directions means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law or this Agreement. Any such approval or direction shall not be unreasonably withheld or delayed and if withheld, shall be accompanied by a list of that item or those items which if changed would permit the approval to be given. Subject to the foregoing, any such approval may be required to be given only after and if all requirements of granting such approval have been met unless such requirements are inconsistent with this Agreement.

SECTION TWENTY-FOUR: Singular and Plural.

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

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SECTION TWENTY-FIVE: 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-SIX: Recording.

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

SECTION TWENTY-SEVEN: Authorization to Execute.

The officers of Owner executing this Agreement warrant that they have been lawfully authorized by Owner to execute this Agreement on behalf of said Owner and are lawfully authorized to 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 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 TWENTY-EIGHT: 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

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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 TWENTY-NINE: Counterparts.

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

SECTION THIRTY: 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-ONE: 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-TWO: 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

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any such provision, such provision shall be deemed to be excised here from 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-THREE: Definition of Village.

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

SECTION THIRTY-FOUR: 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.

SECTION THIRTY-FIVE: Recitals.

The recitals set forth in the preambles to this Agreement are hereby incorporated by reference herein as fully as if set forth at length herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, and their respective corporate seals affixed, all as of the date set forth on Page 1 hereof.

ATTEST:

By Frank W. Gernon, Jr.
Village Clerk

VILLAGE OF TINLEY PARK,
an Illinois Municipal Corporation

By Edward J. Bracke
Village President

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THE CATHOLIC BISHOP OF CHICAGO,
a Corporation Sole

By: Thomas M. Brennan
Its Director of Finance

ATTEST:

By: [Signature]

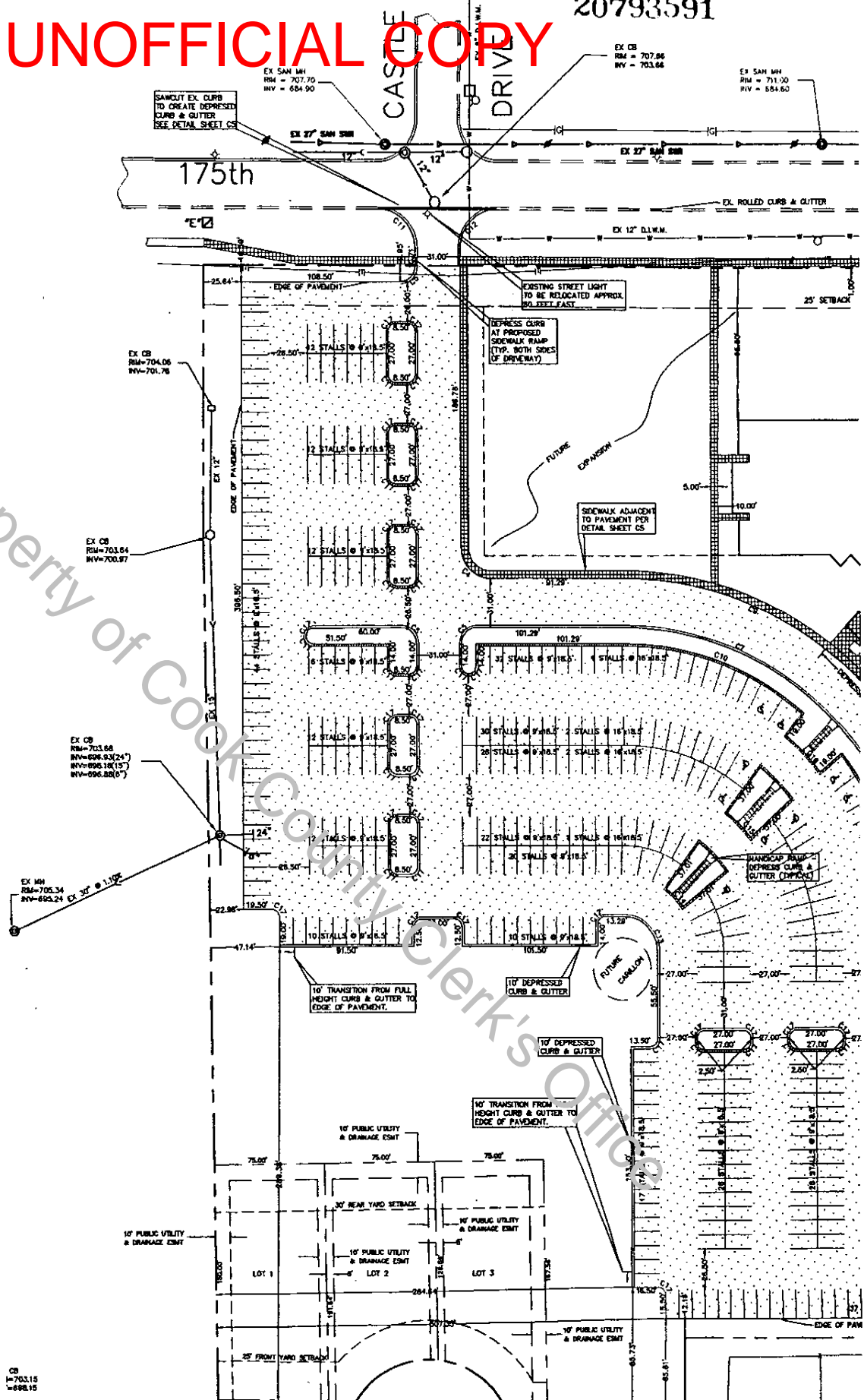
Its clerk

Property of Cook County Clerk's Office

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EXHIBIT
3
blocks



CB
M-703.15
L-698.15

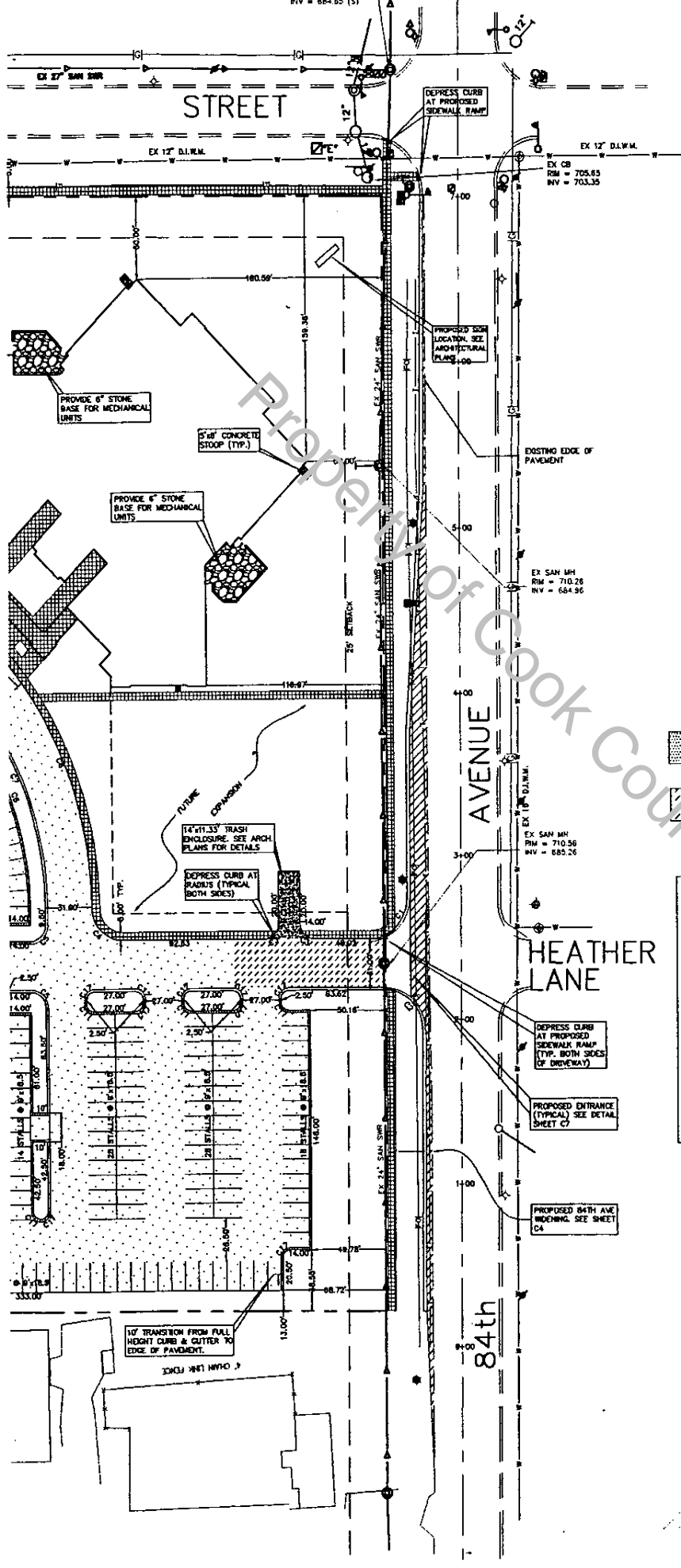
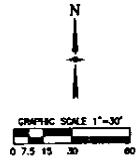
NOTE: OUTLOTS ARE SHOWN FOR REFERENCE ONLY. CONSULT PLAT OF SUBDIVISION FOR EXACT LOT DIMENSIONS.

LEGAL DESCRIPTION - LOTS 1-3

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 00° 08' 55" WEST, 50.00 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER TO THE SOUTH LINE OF 175TH STREET, AS DESIGNATED PER DOCUMENT NO. 92-81987; THENCE NORTH BY 30° 32' WEST, 768.86 FEET ALONG SAID SOUTH LINE OF 175TH STREET TO THE NORTHEAST CORNER OF OUTLOT B IN GALLAGHER & HENRY'S RANOLPH PLACE UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1985 AS DOCUMENT NO. 85-70042; AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 29, 1985 AS DOCUMENT NO. 85-82884; THENCE SOUTH 00° 18' 22" WEST, 186.70 FEET ALONG THE EAST LINE OF SAID OUTLOT B; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00° 48' 30" EAST, 403.86 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH BY 40° 30' EAST, 150.00 FEET ALONG SAID EAST LINE TO THE SOUTHWEST CORNER OF SAID OUTLOT B; THENCE SOUTH BY 33° 15' EAST, 83.88 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 86.00 FEET, AN ARC DISTANCE OF 132.85 FEET, THE CHORD OF SAID ARC HAVING A BEARING OF S61° 18' 30" EAST, A LENGTH OF 107.23 FEET; THENCE SOUTH BY 33° 15' EAST, 23.15 FEET; THENCE NORTH 00° 51' 28" WEST, 187.50 FEET; THENCE SOUTH BY 05° 34' WEST, 223.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

CONTAINING 32,756.4 SQUARE FEET, 0.8 ACRES.

EX SAN MH
 RIM = 684.2 (N)
 INV = 684.35
 INV = 684.55 (S)



CURVE TABLE

NUMBER	DELTA ANGLE	TANGENT	RADIUS	ARC LENGTH
C1	88.59 00"	24.98	25.00	38.28
C2	90°14.37"	25.11	25.00	38.38
C3	90°00 00"	5.77	16.00	10.47
C4	90°00 00"	20.00	20.00	31.42
C5	90°00 00"	16.00	10.00	18.71
C6	30°57.34"	71.56	196.82	137.27
C7	45°00 00"	85.87	206.82	162.44
C8	44°32.50"	146.22	237.82	188.28
C9	45°00 00"	146.51	237.82	188.79
C10	38°22.50"	70.44	196.82	135.29
C11	89°32.18"	24.80	25.00	39.87
C12	90°00 00"	25.00	25.00	38.35
C13	45°00 00"	9.45	22.82	17.53
C14	0°10.48"	4.00	48.82	7.88
C15	0°13.62"	5.19	113.82	10.38
C16	0°02.28"	7.83	177.82	15.84
C17	90°00 00"	5.00	5.00	7.85

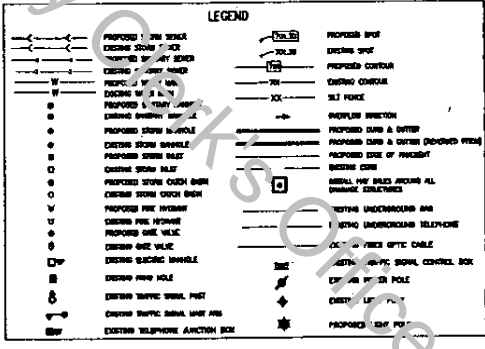
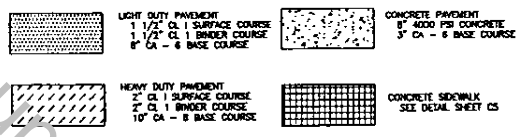
NOTES:

- WHERE APPLICABLE, ALL DIMENSIONS ARE MEASURED FROM BACK OF CURB OR FACE OF BUILDING. OTHERWISE ALL DIMENSIONS ARE MEASURED FROM EDGE OF PAVEMENT.
- PAVEMENT STRIPS ARE TO BE PLACED PER THE TYPICAL DETAIL SHOWN ON SHEET C3.
- REFER TO ARCHITECTURAL DRAWINGS FOR BUILDING DIMENSIONS.
- TOPOGRAPHIC SURVEY PERFORMED BY EDWIN HANCOCK ENGINEERING COMPANY.
- PROPERTY LINE SURVEY PERFORMED BY ROMA & ASSOCIATES.
- PARKING STALLS PROVIDED:
 456 STALLS @ 8'x12'
 8 STALLS @ 16'x12'

BENCHMARKS:

1. WSW BANNER BOLT ON FIRE HYDRANT @ NE CORNER OF 84th AND HEATHER ELEVATION = 713.23
2. SE FLANGE BOLT ON FIRE HYDRANT @ SW CORNER OF 84th AND 175th ELEVATION = 706.88
3. SE FLANGE BOLT ON FIRST FIRE HYDRANT EAST OF CASTLE ON SOUTH SIDE OF 175th ELEVATION = 713.21
4. ESE FLANGE BOLT ON FIRE HYDRANT @ NE CORNER OF 175th AND CASTLE ELEVATION = 706.84

PAVEMENT LEGEND



PREPARED BY:



JACOB & HEFNER ASSOCIATES, P.C.
 ENGINEERS • SURVEYORS

615 CAMPUS DRIVE
 JOLIET, ILLINOIS 60435
 PHONE: (815) 730-8080
 FAX: (815) 730-8369

St. Stephen
 50' Corner of 175th Street & 84th Avenue
 175th Street, JOLIET, ILLINOIS

DATE: 11/11/10
 SHEET: C-1
 OF: 200210
 22/Ann/01

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EXHIBIT 1.

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The following property is the subject of the Annexation Agreement:

ANNEXED PORTION: The South 470 Feet, ~~except the North 250 Feet of the West 190 Feet thereof~~, of a tract of land in the East ½ of the N.W. 1/4 of Section 35, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the N.E. Corner of the East ½ of the N.W. 1/4 of Section 35 and running thence South along the East line of said N.W. 1/4 for a distance of 332.80 feet to the Place of Beginning; thence West at right angles to the last described course, a distance of 440.0 Feet to a point; thence South at right angles to the last described course, a distance of 1000.0 Feet to a point; thence East at right angles to the last described course, a distance of 440.0 Feet to a point in the East line of said N.W. 1/4 of Section 35; thence North at right angles to the last described course along said East line of the N.W. 1/4 of Section 35, a distance of 1000.0 Feet to the Place of Beginning, all in Cook County, Illinois.

UNINCORPORATED PORTION: A tract of land in the East ½ of the N.W. 1/4 of Section 35, Township 36 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the N.W. Corner of the East ½ of the N.W. 1/4 of Section 35 and running thence South along the East line of said N.W. 1/4 for a distance of 332.80 Feet to the Place of Beginning; thence West at right angles to the last described course, a distance of 440.0 Feet to a Point; thence South at right angles to the last described course, a distance of 1000.0 Feet to a Point; thence East at right angles to the last described course, a distance of 440.0 Feet to a Point in the East line of said N.W. 1/4 of Section 35; thence North at right angles to the last described course along said East line of the N.W. 1/4 of Section 35, a distance of 1000.0 Feet to the Place of Beginning. Excepting therefrom the South 470 Feet ~~(except the North 250 Feet of the West 190 Feet of the foregoing excepted tract of real estate)~~, all in Cook County, Illinois.

Commonly known as the Southwest Corner of 175th Street and 84th Avenue, St. Stephen's Catholic Church.

P.I.N.: 27-35-101-003

EXHIBIT ATTACHED