

PRESIDENT  
ANNA MONTANA

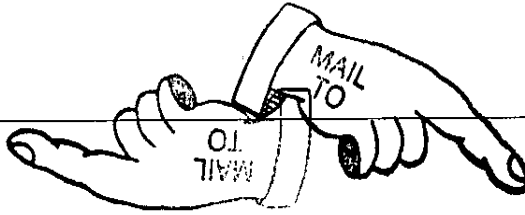
CLERK  
CLAUDIA L. IRSUTO

09199499  
TRUSTEES  
EUGENE D. LARSEN  
PAUL H. SCHWARZ  
LAWRENCE J. HOOVER  
IBENE MOSKAL-DEL GIUDICE  
RAMSALL A. HART  
1999-12-28 13:47  
Cook County Recorder 187.50



## VILLAGE OF SCHILLER PARK

SMALL TOWN FEEL WITH A WORLD AT ITS TOUCH



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

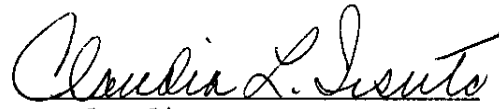
9526 WEST IRVING PARK ROAD  
SCHILLER PARK, ILLINOIS 60176-1984  
TELEPHONE 847 678-2550  
FAX 847 671-3564

### CERTIFICATION

I, CLAUDIA L. IRSUTO, HEREBY CERTIFY that I am the Village Clerk of the Village of Schiller Park, an Illinois municipal corporation and home rule unit located in the County of Cook, and as such Village Clerk, I am the keeper of the records, ordinances, official files and seal of said Village; and

I HEREBY FURTHER CERTIFY that the attached is a true and correct copy of the **"Developer's Agreement", without exhibits attached**, dated September 2, 1999; regulating the development of property generally located at the commonly known address of **4200 N. River Road, Schiller Park, Cook County, Illinois**, which Agreement has been duly authorized by the President and Board of Trustees of the Village during their Regular May 11, 1999 Meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Corporate Seal of the Village of Schiller Park this 28th day of December, 1999.

  
Claudia L. Irsuto  
Village Clerk

(SEAL)

ILLINOIS

## DEVELOPER'S AGREEMENT

THIS AGREEMENT, dated this 2<sup>nd</sup> day of September, 1999 (hereinafter referred to as "Agreement"), entered into by and between the VILLAGE OF SCHILLER PARK, Cook County, Illinois (hereinafter referred to as "Village"), and ANTHONY NAVARRO and THERESA NAVARRO and THOMAS J. KATSOULIS and TARRA INVESTMENT INTERNATIONAL, L.L.C. and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Successor Trustee to Associated Bank Chicago, successor Trustee to Gladstone-Norwood Trust and Savings Bank as Trustee under a Trust Agreement dated July 13, 1985, and known as Trust Number 940 (hereinafter American National Bank and Trust Company Of Chicago, as Successor Trustee to Associated Bank Chicago, successor Trustee to Gladstone-Norwood Trust and Savings Bank as Trustee under a Trust Agreement dated July 13, 1985, and known as Trust Number 940 is referred to as "American National") and REPUBLIC BANK OF CHICAGO, as Trustee under a Trust Agreement dated February 17, 1996, and known as Trust Numbers 1337 and 1339 and (hereinafter Anthony Navarro and Theresa Navarro and Thomas J. Katsoulis and Tarra Investment International, L.L.C., American National and Republic Bank of Chicago, as Trustees aforesaid are referred to collectively as "Developer" and American National and Republic Bank of Chicago, as Trustees aforesaid are referred to collectively as "Titleholder of Record");

## WITNESSETH:

WHEREAS, the Developer has requested the Village (hereinafter the Developer and the Village are referred to collectively as "Parties" and generically as "Party") to approve certain zoning variations for and a subdivision of certain real property commonly known as 4200 River Road, Schiller Park, Illinois, in order to erect and thereafter operate a first class "Comfort Suites" hotel (hereinafter referred to as "Hotel") containing 161 hotel suites upon the said real property, legally described as:

PARCEL 1: THAT PART OF THE SOUTH SECTION OF ROBINSON'S RESERVATION IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF THE SOUTHWEST LINE OF DES PLAINES RIVER ROAD AND LYING NORTH OF THE NORTH LINE OF BLOCK 6 IN SUPERIOR COURT PARTITION OF PART OF THE SOUTH SECTION OF ROBINSON'S RESERVATION IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2: THAT PART OF BLOCK 6 IN SUPERIOR COURT PARTITION OF PART OF THE SOUTH SECTION OF ROBINSON'S RESERVATION IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND NORTHWESTERLY OF THE NORTH AND NORTHWESTERLY LINE OF THAT PART OF SAID BLOCK 6, DEDICATED FOR PUBLIC STREET, IN COOK COUNTY, ILLINOIS;

PARCEL 3: THAT PART OF LOT 1 IN KOLZE'S SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 15 AND PART OF THE SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 1, 12 FEET SOUTH OF

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RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 1, 12 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, SAID POINT BEING DISTANT 155 FEET, SOUTHEASTERLY FROM THE INTERSECTION OF THE WEST LINE OF LOT 7 IN KOLZE'S SUBDIVISION WITH SAID LINE (12 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 1), IN COOK COUNTY, ILLINOIS;

PARCEL 4: ALL THAT PART OF LOTS OR BLOCKS 1 AND 7 IN KOLZE'S SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 15 AND PART OF THE SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WISCONSIN RAILROAD RIGHT-OF-WAY, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1896, BOOK 70 OF PLATS, PAGE 25, DOCUMENT 2412430 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 1, 44.96 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 7 AND RUNNING SOUTHWESTERLY TO A POINT ON A LINE 12 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, SAID POINT BEING DISTANT 155 FEET SOUTHEASTERLY FROM THE INTERSECTION OF THE WEST LINE OF SAID LOT 7 WITH THE SAID LINE (12 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 1); THENCE NORTHWESTERLY ALONG SAID LINE 12 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 1 TO THE WEST LINE OF SAID LOT 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOTS 7 AND 1 TO THE NORTH LINE OF THE SOUTH 1 ACRE OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE TO THE POINT OF BEGINNING (EXCEPTING FROM THE ABOVE DESCRIBED LAND THAT PART THEREOF FALLING WITH LOT 7 OF KOLZE'S SUBDIVISION AFORESAID), IN COOK COUNTY, ILLINOIS;

PARCEL 5: THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 IN OLD GROVE SHOPPING CENTER SUBDIVISION RECORDED APRIL 25, 1961 AS DOCUMENT NUMBER 18144541, THENCE NORTH ALONG THE EAST LINE OF DES PLAINES RIVER ROAD AS LOCATED ACCORDING TO VOLK BROS. SECOND ADDITION TO SCHILLER PARK RECORDED AUGUST 23, 1923, AS DOCUMENT NUMBER 8075065, AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 142.61 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING THE INTERSECTION OF THE NORTHERLY LINE OF THE SOUTH 1 ACRE OF LOT 1 IN THE SUBDIVISION OF THE FRACTIONAL SOUTHWEST 1/4 OF SAID SECTION 15 WITH SAID EAST LINE OF RIVER ROAD; THENCE SOUTH 75 DEGREES 54 MINUTES 29 SECONDS EAST ALONG SAID NORTHERLY LINE OF SAID SOUTH 1 ACRE OF LOT 1 A DISTANCE OF 374.10 FEET TO THE EAST LINE OF LOT 1 IN THE SUBDIVISION OF FRACTIONAL SOUTHWEST 1/4 OF SECTION 15; THENCE NORTH ALONG THE AFORESAID EAST LINE OF LOT ONE TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF DES PLAINES RIVER ROAD; THENCE NORTH 42 DEGREES, 14 MINUTES, 34 SECONDS WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 87.99 FEET TO THE SOUTHERLY LINE OF OLD RIVER ROAD CUTOFF; THENCE NORTH 77 DEGREES, 37 MINUTES, 30 SECONDS, WEST ALONG SAID SOUTHERLY LINE OF OLD RIVER ROAD CUTOFF 294.56 FEET TO THE INTERSECTION WITH A LINE 17.0 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF DES PLAINES RIVER ROAD AS LOCATED ACCORDING TO VOLK BROTHERS SECOND ADDITION TO SCHILLER PARK; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS ALONG SAID PARALLEL LINE 337.93 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF DES PLAINES RIVER ROAD ACCORDING TO EASEMENT RECORDED DECEMBER 19, 1934 AS DOCUMENT NUMBER 11527429, SAID LINE BEING A CURVED LINE CONVEXED TO THE SOUTHWEST WITH A RECORDED RADIUS OF 1049.72 FEET (MEASURED 1069.10 FEET); THENCE NORTHWESTERLY ALONG SAID CURVED LINE 44.78 FEET TO THE INTERSECTION WITH SAID EAST LINE OF RIVER ROAD AS LOCATED ACCORDING TO SAID VOLK BROS. SECOND ADDITION; THENCE SOUTH 00 DEGREES 00 MINUTES, 00 SECONDS ALONG SAID EAST LINE OF RIVER ROAD 455.23 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

PARCEL 6: THE NORTH 15 FEET OF LOT 7 IN KOLZE'S SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 15 AND PART OF THE SOUTHEAST 1/4 OF SECTION 16, ALL IN

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TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
(hereinafter Parcels 1 through 6 are referred to as "**Subject Property**"); and

WHEREAS, the Village is a home rule unit as described in the Constitution of the State of Illinois of 1970; and

WHEREAS, the Subject Property comprises a "through lot", having frontage on both River Road on the west side thereof and Old River Road on the east side thereof, and lies within the C-3 Highway Commercial zoning district of the Village and is comprised of some 2.2 acres, more or less; and

WHEREAS, the Developer owns and/or controls the Subject property and desires to construct the Hotel and its amenities, including suitable landscaping in accord with the "**Landscape Plan**" attached hereto and hereby made a part hereof as **Exhibit I**, off-street parking, and restaurant and banquet facilities (hereinafter the Hotel and its amenities, including suitable landscaping, off-street parking, and restaurant and banquet facilities are collectively referred to as "**Development**") and thereafter operate the Development upon the Subject Property; and

WHEREAS, the Village requires the dedication of certain of the Subject Property in order to widen and improve the entire right-of-way of Old River Road with pavement, water main and sanitary sewer trunk line (if deemed necessary in the sole judgement of the Village), storm sewer, and other appurtenances thereto, to acquire real estate for and to construct public parking facilities, and to reconstruct the alley (hereinafter referred to as "**Alley**") adjacent to and south of the Subject Property (hereinafter the said dedication and right of way improvements to Old River Road, including pavement, water main and sanitary sewer trunk line, storm sewer, and other appurtenances thereto; real estate acquisition for and construction of public parking facilities; and reconstruction of the Alley adjacent to and south of the Subject Property are collectively referred to as "**Public Improvements**");

NOW, THEREFORE, in consideration of the promises and covenants of the Developer and the Village, it is agreed by, between, and among the Parties as follows:

I. **Subdivision Required.** Following the execution hereof and within thirty (30) days of receipt of final engineering plans which have been approved by the engineer of the Village (hereinafter referred to as "**Village Engineer**"), the President and Board of Trustees of Village will approve the Plat of Subdivision consolidating the Subject Property into a single Lot of record, in form substantially identical to the copy thereof attached hereto and hereby made a part hereof as **Exhibit II** (hereinafter referred to as

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## "Subdivision Plat").

A. The Subdivision Plat (See Exhibit II hereto) contains the dedication to the Village of land, which the Village will utilize as part of the Public Improvements.

1. On behalf of the Village, the Developer shall file or cause to be filed with the Illinois Department of Natural Resources (hereinafter referred to as "DNR"), an Endangered Species Consultation Agency Action report relative to the Subject Property.

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

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

2. Following approval of the Subdivision Plat (See Exhibit II hereto) by the President and Board of Trustees of the Village, the Developer will pay the entire costs of, and cooperate with the Village in, the filing of the Subdivision Plat for recordation with the Cook County Recorder of Deeds, which recordation shall occur prior to the issuance of any building permit for construction upon the Subject Property.

a. However, prior to such filing of the Subdivision Plat (See Exhibit II hereto), the Developer shall deposit a financial guarantee with the Village in order to guarantee the Village that the existing restaurant building will be razed, suitable landscaping will be installed upon the Subject Property including adjacent parkways in accord with the Landscape Plan (See Exhibit I hereto), and that there will occur, in accord with the engineering plans which have been approved by the Village Engineer (such plans, when approved by the Village Engineer, are referred to hereinafter as "**Final Engineering Plans**"), construction and installation upon the Subject Property of storm water detention and/or retention basins and their appurtenances and off-street parking [hereinafter such storm water detention and/or retention basins and their appurtenances are referred to as "**Storm Water Management System**"; and suitable landscaping in accord with the Landscape Plan, the off-street parking, the Stormwater Management System, one-half (not to exceed \$15,000) of the costs of reconstruction of the Alley adjacent to and south of the Subject Property, and the demolition of the existing restaurant building are referred to collectively as "**Bonded Improvements**"]. This financial guarantee shall be in the amount of the estimated cost of such Bonded Improvements as determined by the Developer's engineer reviewed and

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approved by the Village Engineer, and consist of one of the following:

i. A subdivision bond in form approved by the Village's attorney (hereinafter referred to as "**Corporation Counsel**"), issued by an insurer rated "Triple A" in *Best's Insurance Guide*, and be in the amount of 125% of said estimated cost of such Bonded Improvements; or

ii. A cash bond in the amount of 125% of said estimated cost of such Bonded Improvements; or

iii. A **Letter of Credit** (substantially in the form of **Exhibit III** hereto) issued by a bank having assets at least equivalent to either American National Bank or LaSalle Bank and may include American National Bank or LaSalle Bank in the amount of 115% of said estimated cost of such Bonded Improvements.

b. It is understood that, with respect to the Plat of Subdivision, Final Engineering Plans shall be furnished by the Developer at the Developer's sole cost and expense for the review of the Village Engineer, which Final Engineering Plans shall consist of:

i. Off site sanitary sewer and water main plans;

ii. Stormwater Management plans, including final on-site drainage and

grading; and

iii. On-site off-street parking plans.

c. All installations of Bonded Improvements shall be made in a good and workmanlike manner and meet the approval of the Village Engineer.

B. It is understood that no building permit shall be issued (other than a demolition permit) until and unless the Developer shall have recorded the Subdivision Plat (See Exhibit II hereto) and cleared the Subject Property, including but not limited to the demolition of the existing structures (including restaurant building thereon), preparing the site for the Hotel.

## II. Zoning.

A. Following the approval of the Subdivision Plat (See Exhibit II hereto), the President and Board of Trustees of the Village will undertake the adoption of one or more ordinances to approve variations from:

1. Section 8.3(E)(a) of the Zoning Ordinance, in lieu of the required 44 foot front yard, in order to:

a. Provide off-street parking within the front yard adjacent to River Road between a line parallel to and ten feet (10') west of the west right-of-way line of River Road and a line parallel to

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and forty-four feet (44') west of the said west right-of-way line of River Road;

b. Provide off-street parking within the front yard adjacent to Old River Road between a line parallel to and ten feet (10') east of the east right-of-way line of Old River Road and a line parallel to and forty-four feet (44') east of the said east right-of-way line of Old River Road; and

c. Construct the Hotel building to within thirty-eight feet (38') of the east right-of-way line of Old River Road; and

2. Section 12.2 (B) to permit provision for not less than 144 off-street parking spaces, rather than the required 252 off-street parking spaces.

B. These above-listed variations shall be conditioned upon:

1. There being only one (1) curb cut for access to and egress from the eastern edge of the Subject Property from and onto River Road;

2. The occurrence of dedications to the Village of seventeen feet (17') and other portions of the Subject Property for public right-of-way purposes as well as the dedication of portions of the Subject Property for utilities — all as shown on the Subdivision Plat (See Exhibit I hereto);

3. The Developer causing the Development to provide off-street parking valet service whenever necessary during the entire time of the existence of the Development;

4. The Developer providing shuttle bus service to and from O'Hare International Airport in Chicago, Illinois;

5. The Developer not permitting upon the Subject Property a "park and fly", "stay and fly", or other similar operation requiring use of any one or more off-street parking spaces on the Subject Property;

6. The Developer executing the **Declaration** attached hereto and hereby made a part hereof as **Exhibit IV** which shall be executed by the Developer as Titleholder of Record and filed for recordation with the Cook County Recorder of Deeds immediately following the filing of the Subdivision Plat (See Exhibit II hereto) for recordation, the Developer thereby assigning its control of its vacant lot located on the west side of Old River Road to the Village and permitting said lot to be used for public parking, which vacant lot is legally described as:

LOT 11 IN VOLK BROS., SECOND ADDITION TO SCHILLER PARK, BEING PART OF LOT 3 IN THE SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS (PIN 12-15-309-023);

(hereinafter referred to as "**Vacant Lot**");

7. The Developer contributing \$15,000 to the Village as its share in participation with

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the Village in the repaving and improvement of the Alley as part of the Bonded Improvements;

8. The Developer commencing construction (pursuant to a properly issued building permit) within one year from the date of the ordinance granting said variations and thereafter diligently pursuing completion of the Hotel;

9. The Developer executing the Waiver (as that term is hereinafter defined) and thereafter supporting the one or more special areas (hereinafter discussed) contemplated to be created by the Village;

10. Use of the Subject Property in strict compliance with the zoning ordinances of the Village and this Agreement; and

11. Underground placement of all utilities located or to be located on the Subject Property.

**III. Development.** Thereafter the Developer will undertake the construction of the Development under the license of Comfort Suites, in accord with the plans therefor (hereinafter referred to as "**Development Plans**") attached hereto and hereby made a part hereof as **Exhibit V**. It is understood that the Development Plans shall include but not be limited to a site plan, first and second story floor plans, a typical upper story floor plan, and architectural elevations of the exterior walls and facades.

A. No construction of structures or additions thereto and no improvement of the Subject Property shall be undertaken or allowed unless such construction or improvement is undertaken as part of the Development and in accord with the Municipal Code of the Village, this Agreement including but not limited to the Development Plans (Exhibit V hereto), and the Final Engineering Plans.

1. The Development shall be constructed upon the Subject Property in compliance with the underlying zoning and variations adopted by President and Board of Trustees of the Village, and in accord with the Development Plans for the Subject Property.

2. Prior to the issuance of any building permit for any structure, including but not limited to a permanent identification sign, upon the Subject Property and prior to the issuance of any building permit for construction of any building upon the Subject Property, the Developer, subcontractor, or owner, as the case may be, who seeks such permit (hereinafter referred to as "**Applicant**") shall submit to the building official of the Village (hereinafter referred to as "**Building Official**") proof of having demolished the existing restaurant building, having removed all trailers currently located upon the Subject Property, and having received, if required, permits from the Metropolitan Water Reclamation District of Greater Chicago, the Illinois Environmental Protection Agency and/or other applicable governmental agencies, an application for building permit accompanied by building permit plans (hereinafter referred to as "**Building Permit Plans**") in quadruplicate, and payment of all applicable

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permit and other fees. The Building Permit Plans shall consist of the following documents, each of which must conform with the Development Plans:

- a. Building Plans and specifications as required for application for a building permit pursuant to the Building Code, except as otherwise set forth elsewhere in this Agreement;
- b. The Development Plans (See Exhibit V hereto);
- c. Plat of survey showing topographical contours;
- d. Final Engineering Plans showing drainage and finished grade elevations evidencing compliance with the approved drainage and grading plan for the entire Development, top of foundation elevations, established street grades, size and location of such structures from lot lines and adjacent buildings, pedestrian walkways, parking lot layout, and size and location of off-street loading berths;
- e. The Landscape Plan (See Exhibit I hereto) showing typical plantings, size and alternative treatments that may be utilized; and
- f. In the case of an application for a given sign, a Signage Plan.

3. Except as otherwise set forth in this Agreement, the Building Official shall review or cause to be reviewed all of the said Building Permit Plans for compliance with the Development Plans (Exhibit V hereto) and, to the extent not in conflict with the Development Plans (Exhibit V hereto), this Agreement, the Zoning Ordinance, the Subdivision Ordinance, the Building Code, and the Sign Code of the Village as well as any other applicable ordinances of the Village and applicable portions of the State Statutes.

a. During his review, the Building Official will follow the customary, usual, and normal procedure for the issuance of building permits relative to the building permits for the Development;

b. Except as otherwise set forth in this Agreement, provided the Subdivision Plat (See Exhibit II hereto) has been recorded, the site plan for the Subject Property conforms to that contained in the Development Plans (See Exhibit V hereto), the engineering plans conform to the Final Engineering Plans that the Village Engineer has reviewed and approved, and the landscape plan conforms to the Landscape Plan (Exhibit I hereto), upon application and payment of the fee therefor by the Applicant, building permits shall be issued; and

c. Thereupon the Developer shall build in compliance with the Municipal Code of the Village of Schiller Park of 1994, as amended, to the extent it is not in conflict with this Agreement. Without limiting the foregoing, it is understood that:

- i. All buildings constructed upon the Subject Property shall be

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constructed with automatic fire detection and fire suppression sprinkler systems; and

ii. The internal potable water systems of the Hotel constructed upon the Subject Property to a height in excess of 35 feet shall be equipped with Beco or equal anti-siphoning devices.

B. No use of the Subject Property or any portion thereof shall be undertaken or allowed unless such is undertaken as part of the approved Development and in accord with the Development Plans.

1. The Subject Property may be used for banquets and restaurant purposes and for other uses customarily and usually associated with and accessory to Hotel uses.

2. Use of the Subject Property shall be in strict compliance with the Zoning Ordinance of the Village. Any "park and fly", "stay and fly", or other similar operation requiring use of any one or more off-street parking space on the Subject Property, shall not be allowed on the Subject Property or as part of the Development.

C. Parking. The Parties acknowledge that off-street parking facilities and spaces within the corporate limits of the Village are at a minimum number. Accordingly, the Developer warrants hereby compliance with the conditions of the parking and front yard set back variations to be granted as described hereinabove.

D. Landscaping shall be provided so that:

1. Landscape elements consist of all forms of planting and vegetation, ground forms, rock groupings, water patterns, and all visible construction except buildings shall be provided to enhance architectural vistas and to provide shade;

2. Grades of walks, parking spaces, terraces, and other paved areas shall provide an interesting vista and stable appearance for walking and, if seating is provided, for sitting;

3. Landscape treatment, screens and materials shall be used to provide a harmonious transition between buildings upon the Subject Property and those adjacent thereto which may vary in architectural style;

4. Unity of design shall be encouraged by use of consistent plant varieties and other materials and by correlation with adjacent developments;

5. Plant materials shall be selected for their structure, texture, color and ultimate growth [Plants that are indigenous to the area and others that will be hardy, harmonious to the design, and

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of good appearance shall be used];

6. Parking areas and driveway design shall be enhanced with landscaped spaces containing trees or tree groupings [However, other landscape materials of equal value may be substituted. Shrubs shall be used only where they will not create traffic hazards by obscuring vision.];

7. The placement of trees in parkways or paved areas shall be encouraged and is mandatory along River Road adjacent to the Subject Property;

8. Exterior lighting, when used, shall enhance the landscape and, where adjacent to any permanent identification sign or buildings, the building design; and

9. Lighting standards and building fixtures shall be of a design and size compatible with the Hotel building and adjacent areas and excessive brightness shall be avoided.

E. Issuance of Occupancy Certificates. No certificate of occupancy for any building or part thereof shall be issued unless and until the Bonded Improvements have been completed and approved for use by the President and Board of Trustees of the Village.

F. At any time during the term hereof, the President and Board of Trustees of the Village may undertake and complete the statutory process of creating one or more special service areas (hereinafter referred to as "Special Service Area") for the purposes of paying for all or any of the Public Improvements, including the adoption of suitable ordinances, if necessary, issuing Special Service Area bonds in connection therewith (hereinafter referred to as "Bonds"), and levying real estate taxes to pay principal and interest on the Bonds or otherwise to fund the installation and construction of the Public Improvements.

1. With respect to the Special Service Areas and Public Improvements, it is understood:

a. The Subject Property shall be included in the Special Service Area but not Special Service Area tax or other special tax shall be levied against the Subject Property for the costs of:

i. Reconstructing the Alley, it being understood that one-half of these costs (not to exceed \$15,000) shall be included as Bonded Improvements; and

ii. Land acquisition for Vacant Lot.

b. During the term of this Agreement, the maximum tax levied against the Subject Property in connection with any Special Service Area shall not exceed \$550,000, and, barring the Developer's failure to achieve completion of the Hotel on schedule, the Special Service Area shall not

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begin producing tax revenue from the Subject Property until the Hotel has been completed;

c. During the term of this Agreement, the Village will abate Special Service Area tax levies and utilize its Hotel/Motel Tax to pay for Public Improvements in accord with the following schedule:

i. During any given year following the calendar year within which the Hotel generated and paid the Village \$150,000 or less in Hotel/Motel Tax, the Village will abate 25% of the Special Service Area Tax levied upon the Subject Property for that given year an amount equal to 33% of the Hotel/Motel Tax generated and paid the Village by the Hotel in excess of \$150,000 but not to exceed 90% of such levy; or

ii. During any given year following the calendar year within which the Hotel generated and paid the Village \$300,000 in Hotel/Motel Tax, the Village will abate 100% of the Special Service Area Tax levied upon the Subject Property for that given year.

2. During the first year taxes are levied for payment of the Bonds, if any, the debt service schedule upon which the tax levy is based shall provide for the payment of interest only without payment of any principal indebtedness evidenced by the Bonds.

3. In addition to the amount of the above estimate of costs of the Public Improvements, there shall be included in the principal amount of the Bonds to be issued and paid from the proceeds of the sale of such Bonds:

a. The fees and charges of all engineers (including the Village Engineer) drawing and/or reviewing the plans for and/or inspecting the construction of the Public Improvements; and

b. The fees of bond counsel and the Corporation Counsel with respect to their opinions regarding the issuance of the Bonds issued by the Village in connection with the Special Service Area [It is understood that the fee of the Corporation Counsel for his opinion shall equal but not exceed the fee of bond counsel.]

4. Upon the execution of this Agreement, the Developer shall execute and deliver to the Village waivers of rights to protest and/or to object in any manner to the Special Service Areas, including but not limited to their creation, their boundaries, the extension of taxes pursuant to the creation thereof, the assessed valuation of the Subject Property, and/or the issuance of the Bonds, which waiver (hereinafter referred to as "Waiver") shall be recorded against the title to the Subject Property and shall be in the form attached hereto and hereby made a part hereof as **Exhibit VI**.

G. On the same day the President and Board of Trustees of the Village take actions granting the variations aforesaid for the Development upon the Subject Property, they shall adopt the Resolution Approving and Authorizing 7B Classification for 4200 North River Road, Schiller Park, Illinois (hereinafter referred to as "**Resolution**"), in the form thereof attached hereto and hereby made a part hereof as **Exhibit VII**. It is understood, however, that the variations agreed upon herein to be granted

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shall be granted by ordinance, which ordinance shall become null and void and of no further force or effect unless the construction of the Hotel commences and is diligently pursued to completion within one year from the date hereof.

## IV. Miscellaneous Provisions.

A. All provisions, conditions, and regulations set forth in this Agreement and the documents or plans to which it refers, including but not limited to the Development Plans (Exhibit V hereto), shall supersede all ordinances, codes and regulations of the Village that are in conflict herewith as they may apply to the Subject Property. However, where this Agreement is silent, Village Ordinances shall apply to and control the development of the Subject Property. This Agreement, the documents and plans to which it refers, and the ordinances of the Village shall be construed in a manner which is consistent with the Development Plans (Exhibit V hereto). In the event of any conflict, contradiction, or other ambiguity between the terms of this Agreement or the documents to which it refers or any of the ordinances of the Village, the terms of this Agreement shall apply, control, and supersede the conflict, contradiction, or other ambiguity.

B. This Agreement shall be effective for a term of twenty (20) years from the date hereof.

1. It shall bind the successors and assigns of the Village, its corporate officials, and its and their successors in office, and its and their respective successors in interest, as well as the Developer, their heirs, devisees, successors and assigns, grantees, their corporate officials, and its and their successors in office.

2. Nothing herein shall in any way prevent the alienation or sale of the Subject Property or portion thereof and the new owner shall be both benefited and bound by the conditions and restrictions herein expressed.

3. Notwithstanding the foregoing, except as set forth in this paragraph, the Developer shall not assign the obligations of the Developer under the terms of this Agreement to a person, firm or corporation not a Party hereto without the express written approval of the President and Board of Trustees of the Village, which approval shall not be withheld unreasonably. In the case of such approved assignment, when the Developer assigns any other of its rights under the terms of this Agreement, nothing herein shall relieve the Developer from its obligations under the terms of this Agreement. In all events, however, a new titleholder shall be both benefited and bound by the conditions and restrictions herein expressed.

C. By execution hereof:

1. The Developer:

a. Covenants that the Developer shall undertake at its sole cost and expense the defense of all of the Parties with respect to any and all claims, demands, causes of action, costs and



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expenses (including but not limited to attorneys' fees), arising out of or related to this Agreement or any omission, wrongful act or negligence of the Developer and/or its employees, contractors, subcontractors, and/or agents; and

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

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

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

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

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

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

ii. Any and all actions, suits, proceedings or claims demands, assessments, and/or judgments brought by or awarded to a third person not a party to this Agreement incident to or as a result of any action undertaken by such indemnifying Party concerning the matters or transactions contemplated by or provided for under the terms of this

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## Agreement.

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

2. The rights or remedies under this Agreement are exclusive to any other rights or remedies which may be granted by law.

E. This Agreement shall be construed in accordance with the laws of the State of Illinois.

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

a. The singular of any word includes the plural thereof and the plural of any word includes the singular thereof.

b. The word "shall" is mandatory; the word "may" is permissive.

c. The masculine gender includes the feminine and neuter.

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

F. Within thirty (30) days after the execution hereof, at its sole cost and expense of the Developer, the Village shall cause the text of this Agreement to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

G. All of the "Whereas" recitals set forth at the beginning of this document are by this reference incorporated herein and made a part hereof as though fully set forth in this Subsection.

H. Except as expressly set forth herein, this Agreement constitutes the entire agreement between the Parties hereto with respect to the relationship of the Parties contemplated herein, and supersedes all prior and contemporaneous agreements and undertakings of the Parties pertaining to the subject matter hereof. The terms of this Agreement may be modified and amended from time to time by a written "Amendment To Development Agreement" signed by the Parties hereto or their successors and assigns following public hearings required by law conducted by the President and Board of Trustees of the

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Village in the manner provided by law.

## V. Notices.

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

If to the Village:	with copy to:	and copy to:
Mayor, 9526 W. Irving Park Road Schiller Park, IL 60176	Village Clerk 9526 W. Irving Park Road Schiller Park, IL 60176	Corporation Counsel 1190 S. Elmhurst Rd. Suite 200 Mount Prospect, IL 60056

If to the Developer:	With copy to:
Tarra Investment International, L.L.C 4200 North River Road Schiller Park, IL 60176	Thomas Swift, Esq. 39 S. LaSalle Street, Suite 1020 Chicago, IL 60603

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

VI. **Fees.** In addition to the other fees and taxes agreed upon in this Agreement to be paid, it is understood that any and all costs, expenses, and fees, as and when customarily charged by the Village for user charges, reimbursement of costs for specialized inspections and review fees, and charges and deposits for building permits, curb cuts, and all other fees and charges customarily charged by the Village pursuant to duly enacted ordinances as they may exist and as they may be changed (increased or decreased) from time to time hereafter, shall be paid by the Developer, including but not limited to: publication fees, court reporting fees, builder's cash bonds, building plan review/inspection fees, and engineering plan review/inspection fees.

VII. **Taxes.** Nothing herein shall be construed as a waiver by the Village of any tax, including but not limited to its real estate transfer tax upon the transfer of the portions of the Subject Property to be conveyed at any time.

VIII. **Duplicates.** This Agreement shall be executed in duplicates, each of which shall be deemed an original, provided each Party has signed such duplicate; and in such instance each such duplicate shall constitute an original hereof.

IX. **Trustee's Exculpation Rider.** This instrument is executed by the REPUBLIC BANK OF CHICAGO, as Trustee under a Trust Agreement dated February 17, 1996, and known as Trust Numbers 1337

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and 1339 and AMERICAN NATIONAL, not personally, but solely as trustees aforesaid, in the exercise of the power and authority conferred upon and vested in each as such trustee. This instrument is executed and delivered by the trust solely in the exercise of the powers expressly conferred upon the Trustees under the Trusts and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trusts and REPUBLIC BANK OF CHICAGO and AMERICAN NATIONAL each warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of either or both Trustees while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding REPUBLIC BANK OF CHICAGO and/or AMERICAN NATIONAL in the individual capacity of each, but are made and intended solely for the purpose of binding only that portion of the trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against either or both REPUBLIC BANK OF CHICAGO and AMERICAN NATIONAL on account of any representations, warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste covenants, undertakings and agreements contained in this Agreement, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or the State Environmental or Hazardous Waste laws) hereunder being specifically limited to each of the Trust assets, if any, securing this instrument. Any provision of this Agreement referring to a right of any person to be indemnified or held harmless, or reimbursed by either or both Trustees for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this Agreement or in connection thereto are expressly waived and released by all Parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trusts. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Both Trustees being fully exempted, nothing herein contained shall limit the right of any Party to enforce the personal liability of any other Party to this instrument.

IN WITNESS WHEREOF, the Parties hereto have entered their hands and seals the day and year first above written, the same being done pursuant to public hearing, notice, and other statutory requirements having been fulfilled.

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VILLAGE OF SCHILLER PARK, Illinois

(SEAL)

By: Anna Montana  
Village President

Attest: Claudia L. Sente  
Village Clerk

DEVELOPER:

Thomas J. Katsoulis  
THOMAS J. KATSOULIS

Anthony Navarro  
ANTHONY NAVARRO

Theresa J. Navarro  
THERESA NAVARRO

TARRA INVESTMENT INTERNATIONAL, L.L.C.

(SEAL)

By: Thomas J. Katsoulis  
Its President

Attest: Anthony Navarro  
Its Secretary

REPUBLIC BANK OF CHICAGO as Trustee under Trust Agreements dated February 17, 1996:  
Known as Trust Number 1337 and as Trust Number 1339

(SEAL)

By: Thomas J. Katsoulis  
Its President

Attest: Susanne Katsoulis  
Its Secretary

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Successor Trustee to  
Associated Bank Chicago, successor Trustee to Gladstone-Norwood Trust And Savings Bank as Trustee  
under a Trust Agreement dated July 13, 1985, and known as Trust Number 940

(SEAL)

By: Catherine Martin  
Its President **TRUST OFFICER**

Attest: Susanne Katsoulis  
Its Secretary

This instrument is executed by the undersigned Land Trustee,  
not personally but solely as Trustee in the exercise of the  
power and authority conferred upon and vested in it as such  
Trustee. It is expressly understood and agreed that all the  
warranties, indemnities, representations, covenants, under-  
takings and agreements herein made on the part of the  
Trustee are undertaken by it solely in its capacity as Trustee  
and not personally. No personal liability or personal respon-  
sibility is assumed by or shall at any time be asserted or en-  
forceable against the Trustee on account of any warranty,  
indemnity, representation, covenant, undertaking or agree-  
ment of the Trustee in this instrument.

4 copies  
executed



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## EXHIBITS

- Exhibit I      Landscape Plan
- Exhibit II     Subdivision Plat of the Subject Property
- Exhibit III    Letter of Credit
- Exhibit IV    Declaration
- Exhibit V     Development Plans
- Exhibit VI    Waiver
- Exhibit VII   Resolution

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03/16/98

**NOTICE: THIS DOCUMENT IS A MODEL ONLY, PLEASE RETYPE ON THE LETTERHEAD OF THE ISSUING BANK**

## IRREVOCABLE STANDBY LETTER OF CREDIT

Village of Schiller Park  
Attention: Village Clerk

\_\_\_\_\_, 19\_\_\_\_

Re: Navarro Subdivision

Gentlemen:

This is to certify that \_\_\_\_\_ (hereinafter referred to as "Bank") has established an Irrevocable Standby Straight Commercial Letter of Credit for the account of \_\_\_\_\_ [insert name of Developer] (hereinafter referred to as "Developer") for the benefit of the Village of Schiller Park hereinafter referred to as "Village") in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_), being equal to one hundred twenty-five percent (125%) of the estimated costs of certain required bonded improvements (hereinafter referred to as "Improvements") to be constructed and installed by the Developer in the above-captioned subdivision, in accord with the requirements of the Developer's Agreement (hereinafter referred to as "Agreement") entered into between the Developer and the Village of Schiller Park, an Illinois municipal corporation and home rule unit.

This Letter of Credit shall remain in full force and effect for the period not to exceed twelve (12) months from the date hereof, provided there shall have been given a forty-five (45) day notice of expiration by the Bank to the Village Engineer of the Village. In no event shall this Letter of Credit terminate unless and until said forty-five (45) day notice of expiration has been given by the Bank to the Village Engineer of the Village. The entire amount of funds represented by this Letter of Credit is available and shall be payable to the Village upon presentment hereof with a sight draft of the Village accompanied by a certificate of either the chief financial officer of the Village or the Village Clerk of the Village to the effect of any one or more of the following:

- a. That the amount drawn represents funds payable to accomplish payment for the construction of Improvements in accord with the Agreement that the Developer has failed to construct, install, and/or pay for; or
- b. That the amount drawn represents funds necessary to pay for the correction of defects in workmanship and/or materials and/or for maintenance of Improvements in accord with the Agreement; or
- c. That the amount drawn represents funds payable to the Village as a result of non-renewal of this Letter of Credit by the Developer and that less than 30 days remain before the expiration date of this Letter of Credit; or
- d. That the remaining amount of funds represented by the Letter of Credit is being drawn because of the insolvency of the Developer.

For purposes of this Letter, "insolvency of the Developer" shall be deemed to have occurred if the Developer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for sixty (60) days; (iv) make a general assignment for the benefit of its creditors; (v) petition for or consent to the appointment of a receiver, custodian, trustee or

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Exhibit III

liquidator of itself or of the whole or any substantial part of its property; and/or (vi) cease to install the Improvements for a period of more than six (6) months.

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when mailed, by registered or certified mail, addressed: If to the Village: Village Clerk, Village of Schiller Park, 9526 West Irving Park Road, Schiller Park, Illinois 60176, with copy to the Mayor of the Village; or, if to the Bank: \_\_\_\_\_, \_\_\_\_\_ Street, Chicago, IL 606\_\_\_\_\_, Attention: \_\_\_\_\_.

If at any time this Letter will expire within thirty (30) days or any lesser number of days and if this Letter has not been renewed, and if any applicable obligation of the Developer for which its security remains uncompleted or is unsatisfactory, then the Village may, without notice and without being required to take any further action of any nature whatsoever, call and draw down this Letter of Credit.

Upon the expiration of this Letter and failure of the Village to draw upon this Letter of Credit as set forth hereinabove, the rights of all persons to draw upon undisbursed funds remaining in this Letter of Credit shall cease and terminate.

Bank

(Seal)

By: \_\_\_\_\_

Attest: \_\_\_\_\_

its \_\_\_\_\_

its \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

Village of Schiller Park, Illinois

By: \_\_\_\_\_

Mayor

Attest: \_\_\_\_\_

(SEAL)

Village Clerk

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05/07/99  
03/10/99  
08/11/99  
08/27/99

## DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

This Declaration is made this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by ANTHONY NAVARRO and THERESA NAVARRO and THOMAS J. KATSOUKIS and TARRA INVESTMENT INTERNATIONAL, L.L.C. and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, as Successor Trustee to Associated Bank Chicago, successor Trustee to Gladstone-Norwood Trust and Savings Bank as Trustee under a Trust Agreement dated July 13, 1985, and known as Trust Number 940 (hereinafter American National Bank and Trust Company of Chicago, as Successor Trustee to Associated Bank Chicago, successor Trustee to Gladstone-Norwood Trust and Savings Bank as Trustee under a Trust Agreement dated July 13, 1985, and known as Trust Number 940 is hereinafter referred to as "American National") Anthony Navarro and Theresa Navarro and Thomas J. Katsoulis and Tarra Investment International, L.L.C. and American National, as Trustees aforesaid are referred to collectively as "Owner") as titleholder of all of the real property described in Article I hereof, and hereby made subject to, this Declaration (hereinafter referred to as "Premises");

### WITNESSETH:

WHEREAS, the Owner desires to submit the Premises to the covenants, conditions, and restrictions hereinafter set forth, for the benefit of each portion of the Premises and each present and future owner thereof, during the term of this Declaration;

NOW, THEREFORE, the Owner declares that the Premises is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions and restrictions hereinafter set forth. Accordingly, the Premises is made subject to the following rights, restrictions, easements, conditions, burdens, uses, privileges, charges, liens and securities, all of which are deemed to run with the Premises and be binding upon all of the successors and assigns of the Owner.

## ARTICLE I PREMISES SUBJECT TO DECLARATION

**SECTION 1.1**      The Premises that is and shall be held, transferred, sold, conveyed, leased and occupied, subject to this Declaration, is located in Cook County, Illinois and is known

as "Remote Parking Facility". The Premises has been assigned the permanent tax index number 12-15-309-023 and is legally described as follows:

**LOT 11 IN VOLK BROS., SECOND ADDITION TO SCHILLER PARK, BEING PART OF LOT 3 IN THE SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS;**

## **ARTICLE II DEFINITIONS**

Terms used in this Declaration shall have the meanings subscribed to them in the Village Zoning Code, except that the following terms shall have the following meanings:

**SECTION 2.1** "Developer's Agreement" shall mean and refer to that certain Developer's Agreement dated \_\_\_\_\_, 1999, between the Declarant and the Village.

**SECTION 2.2** "Declarant" shall mean and refer to the Owner as titleholder of all of the Premises and its successors and assigns.

**SECTION 2.3** "Declaration" shall mean this Declaration of Protective Covenants and Restrictions.

**SECTION 2.4** "Developer" shall mean the Owner and its successors and assigns who are specifically assigned the respective rights and obligations of the Developer hereunder.

**SECTION 2.5** "Owner" shall mean any person, firm or corporation becoming titleholder of record of all or any portion of the Premises other than the Declarant, including the person, firm or corporation having a beneficial interest in the any trust ownership of the Premises.

**SECTION 2.6** "Premises" shall mean the above-described real property.

**SECTION 2.7** "Village" shall mean the Village of Schiller Park, within whose corporate limits the Premises is located.

**SECTION 2.8** "Village Easement" shall mean the easement granted the Village

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pursuant to Section 4.2 hereof.

## ARTICLE III GENERAL PURPOSE OF THE DECLARATION

**SECTION 3.1** The Premises is hereby subjected to the covenants, conditions and restrictions herein declared, all of which shall be deemed to run with the Premises, to provide for the proper use and appropriate development and improvement of the Premises so as to:

- (a) Prevent the erection or construction of Improvements unless authorized by the Village;
- (b) Ensure use of the Premises for public parking in accord with the Developer's Agreement; and
- (c) Provide for the maintenance of street and common landscaping upon the Premises by the Village in connection with the public parking facility to be constructed thereon.

**SECTION 3.2** To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, hereby declares that the Premises at all times is and shall be held, transferred, sold conveyed and occupied subject to the covenants, conditions, restrictions and easements of record and/or set forth in this Declaration.

## ARTICLE IV MAINTENANCE OF PREMISES, STORMWATER MANAGEMENT, AND OTHER FACILITIES

**SECTION 4.1** No portion of the Premises shall be put to any use other than as set forth in this Declaration without the prior consent of the President and Board of Trustees of the Village.

**SECTION 4.2** In order to ensure proper off-street parking in the neighborhood within which the Premises lies, the Declarant hereby grants in favor of the Village and its employees, agents, successors and assigns, a nonexclusive perpetual easement (hereinafter referred to as "Village Easement") upon, over, across and through the entire of the Premises as are required for construction and maintenance of vehicular parking, ingress, egress, movement and storage of equipment upon the Premises; for the purpose of the Village providing and maintaining public parking of vehicles and for performance of any work required by the Village or other governmental agencies with authority or jurisdiction over the Premises for the provision and maintenance of public parking of vehicles on the Premises.

**SECTION 4.3** The Village Easement granted hereby is not exclusive, provided,

however, the Declarant shall not use the Village Easement in any way which could materially interfere with the Village's easement rights or the rights of the general public hereunder.

**SECTION 4.4** The Declarant shall:

(a) Promptly pay any and all taxes, assessments, mechanics' liens or judgment liens filed against the Premises, provided that any such items may be contested so long as such contest is in good faith and stays enforcement of the lien of any such item;

(b) With the exception of the Village Easement herein granted to the Village, refuse hereafter to grant or convey any other easement upon the Premises for any purpose without the prior consent of the Village; and

(c) Refuse to permit the erection and/or construction of any building upon the Premises unless authorized by the Village to do so.

**SECTION 4.5** The Village shall:

(a) Maintain the operation of the Stormwater Management Facilities at all times consistent with the plans and specifications approved by the Village for the construction and installation thereof;

(b) Promptly undertake any repairs, replacements or renewals to the Stormwater Management Facilities to keep and maintain its operations consistent with the requirements in Subsection (a) above at their sole expense; and

(c) Not lease the Premises to any person, firm or corporation other than the Owner.

**SECTION 4.6** At any and all times the Village may enter upon the Premises and perform such work as may be necessary to construct public parking thereon and otherwise exercise all rights under the Village Easement. The Village, by reason of its performance of such work, shall not be liable or responsible to the Declarant or any party claiming through the Declarant for any losses or damage thereby sustained by the Declarant or anyone claiming by or under the Declarant except for wanton or willful conduct.

**SECTION 4.7** This Declaration shall not be amended or modified in any way which prohibits or restricts the Village's rights described in this Declaration.

**SECTION 4.8** In addition to enforcement rights, lien rights and rights to remedies provided otherwise in this Article IV, or otherwise provided by law, the Village, in the event of a breach of any provision of this Article IV shall be entitled to enforce such provision by bringing a proceeding in law or in equity against the breaching party or the Declarant and to enjoin such party or parties from so doing or to cause the breach to be remedied or recover damages resulting from such breach. A breach of this Declaration is hereby declared to be and constitutes a

nuisance, and every public or private remedy allowed by law or equity for the abatement of a public or private nuisance shall be available to remedy such breach. In any legal or equitable proceedings for the enforcement of this Declaration or to restrain a breach thereof, if a judgment is entered against the Declarant, or any of them, said Declarant shall pay attorneys' fees and costs of the Village. All remedies provided under this Article IV, including those at law or in equity shall be cumulative and not exclusive. The failure of a party having a right to enforce this Article IV to so do shall not be deemed a waiver of the right of any other party having such right or a waiver to do so for a subsequent breach or the right to enforce any other provision of this Article IV. No party having the right to enforce this Article IV shall be liable for failure to enforce this Article IV.

## **ARTICLE V PARKING, CONSTRUCTION, LIGHTING & WIRING**

**SECTION 5.1** All parking spaces hereafter located on the Premises shall be provided on a paved surface.

**SECTION 5.2** The Premises site shall have adequate exterior lighting for its intended use minimizing glare and without creating lighting which creates a nuisance to other sites. Excessive brightness shall be avoided. All lighting fixtures erected upon off-street parking facilities shall reflect light downward.

- A. All exterior lighting may be of the high pressure sodium vapor type and/or color.
- B. All exterior lighting may be continuously operated each night from dusk until midnight.
- C. All outside wiring for exterior lighting shall be installed underground.

## **ARTICLE VI AMENDMENTS**

**SECTION 6.1** No amendment or other modification of any provision of this Declaration shall be effective without the prior written concurrence of the Village.

## **ARTICLE VII OTHER PROVISIONS**

**SECTION 7.1** This Declaration constitutes a covenant which, with each and every condition and restriction contained herein and hereby expressly made an essential part hereof, shall run with the Premises and be effective to bind and inure to the benefit of and be enforceable



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Exhibit IV

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\_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the said instrument as Trust Officer and \_\_\_\_\_ and \_\_\_\_\_, respectively, and caused the corporate seals of said corporations to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation and the Corporate Authorities of such Village as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

Accepted:

VILLAGE OF SCHILLER PARK, Illinois

(Seal)

Attest: \_\_\_\_\_

By: \_\_\_\_\_



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Exhibit VI

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03/11/99  
08/10/99  
08/27/99

## WAIVER OF RIGHTS

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 1999, by and between the VILLAGE OF SCHILLER PARK, Illinois (hereinafter referred to as "**Village**") and ANTHONY NAVARRO and THERESA NAVARRO and THOMAS J. KATSOULIS and TARRA INVESTMENT INTERNATIONAL, L.L.C. and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Successor Trustee to Associated Bank Chicago, successor Trustee to Gladstone-Norwood Trust and Savings Bank as Trustee under a Trust Agreement dated July 13, 1985, and known as Trust Number 940 (hereinafter American National Bank and Trust Company Of Chicago, as Successor Trustee to Associated Bank Chicago, successor Trustee to Gladstone-Norwood Trust and Savings Bank as Trustee under a Trust Agreement dated July 13, 1985, and known as Trust Number 940 is referred to as "**American National**") and REPUBLIC BANK OF CHICAGO, as Trustee under a Trust Agreement dated February 17, 1996, and known as Trust Numbers 1337 and 1339 and (hereinafter Anthony Navarro and Theresa Navarro and Thomas J. Katsoulis and Tarra Investment International, L.L.C., American National and Republic Bank of Chicago, as Trustees aforesaid are referred to collectively as "**Owner**");

WHEREAS, the Village and the Owner have entered into a certain Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 1999, the text of which has been recorded with the Cook County Recorder of Deeds as Document \_\_\_\_\_ on the day of \_\_\_\_\_, 19\_\_\_\_ (hereinafter referred to as "**Agreement**");

WITNESSETH:

FOR AND IN CONSIDERATION of the Village's execution of the Agreements well as the mutual covenants and conditions contained therein, to which a copy of the form of this Waiver of Rights is attached, it is agreed by and between the parties hereto:

1. That in accordance with the applicable provisions of the Agreement, the property owned by the Owner (hereinafter referred to as "**Subject Property**") shall be subject to one or more special service areas created by the Village pursuant to and in the manner provided by law, which Subject

Property is legally described as follows:

PARCEL 1: THAT PART OF THE SOUTH SECTION OF ROBINSON'S RESERVATION IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF THE SOUTHWEST LINE OF DES PLAINES RIVER ROAD AND LYING NORTH OF THE NORTH LINE OF BLOCK 6 IN SUPERIOR COURT PARTITION OF PART OF THE SOUTH SECTION OF ROBINSON'S RESERVATION IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2: THAT PART OF BLOCK 6 IN SUPERIOR COURT PARTITION OF PART OF THE SOUTH SECTION OF ROBINSON'S RESERVATION IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND NORTHWESTERLY OF THE NORTH AND NORTHWESTERLY LINE OF THAT PART OF SAID BLOCK 6, DEDICATED FOR PUBLIC STREET, IN COOK COUNTY, ILLINOIS;

PARCEL 3: THAT PART OF LOT 1 IN KOLZE'S SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 15 AND PART OF THE SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 1, 12 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, SAID POINT BEING DISTANT 155 FEET, SOUTHEASTERLY FROM THE INTERSECTION OF THE WEST LINE OF LOT 7 IN KOLZE'S SUBDIVISION WITH SAID LINE (12 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 1), IN COOK COUNTY, ILLINOIS;

PARCEL 4: ALL THAT PART OF LOTS OR BLOCKS 1 AND 7 IN KOLZE'S SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 15 AND PART OF THE SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WISCONSIN RAILROAD RIGHT-OF-WAY, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1896, BOOK 70 OF PLATS, PAGE 25, DOCUMENT 2412430 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 1, 44.96 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 7 AND RUNNING SOUTHWESTERLY TO A POINT ON A LINE 12 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, SAID POINT BEING DISTANT 155 FEET SOUTHEASTERLY FROM THE INTERSECTION OF THE WEST LINE OF SAID LOT 7 WITH THE SAID LINE (12 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 1); THENCE NORTHWESTERLY ALONG SAID LINE 12 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 1 TO THE WEST LINE OF SAID LOT 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOTS 7 AND 1 TO THE NORTH LINE OF THE SOUTH 1 ACRE OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE TO THE POINT OF BEGINNING (EXCEPTING FROM THE ABOVE DESCRIBED LAND THAT PART THEREOF FALLING WITH LOT 7 OF KOLZE'S SUBDIVISION AFORESAID), IN COOK COUNTY, ILLINOIS;

PARCEL 5: THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL

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Exhibit VI

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MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 IN OLD GROVE SHOPPING CENTER SUBDIVISION RECORDED APRIL 25, 1961 AS DOCUMENT NUMBER 18144541, THENCE NORTH ALONG THE EAST LINE OF DES PLAINES RIVER ROAD AS LOCATED ACCORDING TO VOLK BROS. SECOND ADDITION TO SCHILLER PARK RECORDED AUGUST 23, 1923, AS DOCUMENT NUMBER 8075065, AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 142.61 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING THE INTERSECTION OF THE NORTHERLY LINE OF THE SOUTH 1 ACRE OF LOT 1 IN THE SUBDIVISION OF THE FRACTIONAL SOUTHWEST 1/4 OF SAID SECTION 15 WITH SAID EAST LINE OF RIVER ROAD; THENCE SOUTH 75 DEGREES 54 MINUTES 29 SECONDS EAST ALONG SAID NORTHERLY LINE OF SAID SOUTH 1 ACRE OF LOT 1 A DISTANCE OF 374.10 FEET TO THE EAST LINE OF LOT 1 IN THE SUBDIVISION OF FRACTIONAL SOUTHWEST 1/4 OF SECTION 15, THENCE NORTH ALONG THE AFORESAID EAST LINE OF LOT ONE TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF DES PLAINES RIVER ROAD; THENCE NORTH 42 DEGREES, 14 MINUTES, 34 SECONDS WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 87.99 FEET TO THE SOUTHERLY LINE OF OLD RIVER ROAD CUTOFF; THENCE NORTH 77 DEGREES, 37 MINUTES, 30 SECONDS, WEST ALONG SAID SOUTHERLY LINE OF OLD RIVER ROAD CUTOFF 294.56 FEET TO THE INTERSECTION WITH A LINE 17.0 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF DES PLAINES RIVER ROAD AS LOCATED ACCORDING TO VOLK BROTHERS SECOND ADDITION TO SCHILLER PARK; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS ALONG SAID PARALLEL LINE 337.93 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF DES PLAINES RIVER ROAD ACCORDING TO EASEMENT RECORDED DECEMBER 19, 1934 AS DOCUMENT NUMBER 11527429 SAID LINE BEING A CURVED LINE CONVEXED TO THE SOUTHWEST WITH A RECORDED RADIUS OF 1049.72 FEET (MEASURED 1069.10 FEET); THENCE NORTHWESTERLY ALONG SAID CURVED LINE 44.78 FEET TO THE INTERSECTION WITH SAID EAST LINE OF RIVER ROAD AS LOCATED ACCORDING TO SAID VOLK BROS. SECOND ADDITION; THENCE SOUTH 00 DEGREES 00 MINUTES, 00 SECONDS ALONG SAID EAST LINE OF RIVER ROAD 455.23 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

PARCEL 6: THE NORTH 15 FEET OF LOT 7 IN KOLZE'S SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 15 AND PART OF THE SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 7: LOT 11 IN VOLK BROS., SECOND ADDITION TO SCHILLER PARK, BEING PART OF LOT 3 IN THE SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

2. The Owner shall and does hereby waive, relinquish, release, and/or forfeit any and all rights which it may have, now or in the future, to protest and/or object in any manner, shape, or form to the special service areas so created, their creation, their boundaries and/or the extension of taxes pursuant to the creation thereof.

3. In addition to the foregoing, the Owner understands that, in connection with the aforesaid special service areas, the Village will issue certain bonds secured by the full faith and credit of

Exhibit VI

the real property included in the special service areas— all as contemplated and set forth in the Agreement.

4. Within ten (10) days of the signing hereof, this Waiver of Rights shall be filed for recordation in the Office of the Recorder of Deeds of Cook County against the title to the Subject Property.

5. In the event any portion of this Agreement or part thereof shall be deemed invalid, such invalidity of said provision or part thereof shall not affect the validity of any other provision hereof.

6. This Waiver of Rights shall bind the heirs, successors, and assigns of the Owner and the Village, its corporate officials and their successors in office. This Agreement shall insure to the benefit of the parties hereto, their successors and assigns provided that the Owner shall have no right to assign this Agreement except in connection with conveyances of portions of the Subject Property.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

OWNER:

ANTHONY NAVARRO

THERESA NAVARRO

THOMAS J. KATSOUKIS

TARRA INVESTMENT INTERNATIONAL, L.L.C

(SEAL)

By:

Its President

Attest:

Its Secretary

REPUBLIC BANK OF CHICAGO as Trustee under Trust Agreements dated February 17, 1996, Known as Trust Number 1337 and as Trust Number 1339 (SEAL)

By:

Its President

Attest:

Its Secretary

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Successor Trustee to Associated Bank Chicago, successor Trustee to Gladstone-Norwood Trust And Savings Bank as Trustee under a Trust Agreement dated July 13, 1985, and known as Trust Number 940 (SEAL)

By:

Its Trust Officer

Attest:

Its

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Exhibit VI

09199499

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANTHONY NAVARRO and THERESA NAVARRO, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

(Seal)

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that THOMAS J. KATSOU LIS, 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 she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

(Seal)

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, \_\_\_\_\_ 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 \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ they signed and delivered the said instrument as \_\_\_\_\_ and \_\_\_\_\_, respectively, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public



# UNOFFICIAL COPY

Exhibit VI

STATE OF ILLINOIS )  
COUNTY OF COOK )SS

09199499

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, \_\_\_\_\_, 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 \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, they signed and delivered the said instrument as \_\_\_\_\_ and \_\_\_\_\_, respectively, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
COUNTY OF COOK )SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that \_\_\_\_\_, \_\_\_\_\_, 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 \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, they signed and delivered the said instrument as \_\_\_\_\_ and \_\_\_\_\_, respectively, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

Accepted:

VILLAGE OF SCHILLER PARK, Illinois

(SEAL)

Attest: \_\_\_\_\_

By: \_\_\_\_\_

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03/09/99  
04/22/99  
08/10/99

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING AND AUTHORIZING  
7B CLASSIFICATION FOR  
4200 NORTH RIVER ROAD, SCHILLER PARK, ILLINOIS**

**WHEREAS**, the Corporate Authorities of the Village of Schiller Park have received a request from the Owner of Record (hereinafter referred to as "Owner of Record") for a 7b Classification of the property commonly known as 4200 River Road, Schiller Park, Illinois, being legally described on Exhibit A attached hereto and hereby made a part hereof; and

**WHEREAS**, the Owner of Record proposes to develop a Hotel on the site, increasing employment opportunities, economic activity in the area, and growth in the real property tax base; and

**WHEREAS**, the Owner of Record intends to apply to the Office of the Assessor of Cook County, Illinois, for designation of the site as a Class 7b classification eligible for certain real estate tax incentives; and

**WHEREAS**, Section 4(A) of the Cook County Real Estate Classification Ordinance, as amended (hereinafter referred to as "Classification Ordinance"), provides that applicants for Class 7b classification must obtain an ordinance or resolution from the municipality in which the real estate is located expressly stating that: (a) the municipality has determined that eligibility factors (1) through (5) under Section 4(A) of the Classification Ordinance are present; and (b) the municipality supports and consents to the Class 7b application to the Assessor; and

**WHEREAS**, the Community Development Department of the Village of Schiller Park has reviewed the proposed Hotel Project, has determined that it meets the necessary eligibility requirements for Class 7b designation, and has recommended that the President and Board of Trustees adopt this Resolution, said Community Development Department having found that: (a) the required eligibility factors are present; and (b) it supports and consents to the Class 7b application to the Assessor by the applicant for the site;

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHILLER PARK, COOK COUNTY, ILLINOIS:**

**SECTION ONE:** That the above recitals are hereby expressly incorporated as if fully set forth herein.

**SECTION TWO:** That the Village of Schiller Park determines hereby that the site meets eligibility factor (1) under Section 4(A) of the Classification Ordinance in that the site is located in

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an area in need of commercial development.

**SECTION THREE:** That the Village of Schiller Park determines hereby that the Project meets eligibility factor (2) under Section 4(a) of the Classification Ordinance in that the real estate taxes in the area during the last six (6) years have either declined, remained stagnant and/or potential real estate taxes are not being fully realized due to the depressed condition of the area.

**SECTION FOUR:** That the Village of Schiller Park determines hereby that the Project meets eligibility factor (3) under Section 4(A) of the Classification Ordinance in that there is a reasonable expectation that the Project is viable and likely to go forward on a reasonable timely basis if granted Class 7b designation and will therefore result in the economic enhancement of the area.

**SECTION FIVE:** That the Village of Schiller Park determines hereby that the Project meets eligibility factor (4) under Section 4(A) of the Classification Ordinance in that certification of the site for Class 7b designation will materially assist development, redevelopment or rehabilitation of the area and the Project would not go forward without the full incentive offered under Class 7b.

**SECTION SIX:** That the Village of Schiller Park determines hereby that the Project meets eligibility factor (5) under Section 4(A) of the Classification Ordinance in that certification of the site for Class 7b designation is reasonably expected to ultimately result in an increase in real property tax revenue and employment opportunities within the area.

**SECTION SEVEN:** That the Village of Schiller Park expressly determines hereby that eligibility factors (1) through (5) under Section 4(A) of the Classification Ordinance are present for the Project, and expressly supports and consents hereby to the Class 7b application for the Project to the Assessor for Class 7b designation of the Site.

**SECTION EIGHT:** That the Village Clerk be and is authorized hereby to deliver a certified copy of this Ordinance to the Assessor of Cook County, Illinois, and to furnish such additional information as may be required in connection with the application to the Assessor for Class 7b designation of the site.

**SECTION NINE:** That this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

AYES:

NAYS:

ABSENT:

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

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## Exhibit A

PARCEL 1: THAT PART OF THE SOUTH SECTION OF ROBINSON'S RESERVATION IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF THE SOUTHWEST LINE OF DES PLAINES RIVER ROAD AND LYING NORTH OF THE NORTH LINE OF BLOCK 6 IN SUPERIOR COURT PARTITION OF PART OF THE SOUTH SECTION OF ROBINSON'S RESERVATION IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2: THAT PART OF BLOCK 6 IN SUPERIOR COURT PARTITION OF PART OF THE SOUTH SECTION OF ROBINSON'S RESERVATION IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH AND NORTHWESTERLY OF THE NORTH AND NORTHWESTERLY LINE OF THAT PART OF SAID BLOCK 6, DEDICATED FOR PUBLIC STREET, IN COOK COUNTY, ILLINOIS;

PARCEL 3: THAT PART OF LOT 1 IN KOLZE'S SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 15 AND PART OF THE SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 1, 12 FEET SOUTH OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1, SAID POINT BEING DISTANT 155 FEET, SOUTHEASTERLY FROM THE INTERSECTION OF THE WEST LINE OF LOT 7 IN KOLZE'S SUBDIVISION WITH SAID LINE (12 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 1), IN COOK COUNTY, ILLINOIS;

PARCEL 4: ALL THAT PART OF LOTS OR BLOCKS 1 AND 7 IN KOLZE'S SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 15 AND PART OF THE SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE WISCONSIN RAILROAD RIGHT-OF-WAY, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1896, BOOK 70 OF PLATS, PAGE 25, DOCUMENT 2412430 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 1, 44.96 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 7 AND RUNNING SOUTHWESTERLY TO A POINT ON A LINE 12 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, SAID POINT BEING DISTANT 155 FEET SOUTHEASTERLY FROM THE INTERSECTION OF THE WEST LINE OF SAID LOT 7 WITH THE SAID LINE (12 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 1); THENCE NORTHWESTERLY ALONG SAID LINE 12 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 1 TO THE WEST LINE OF SAID LOT 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOTS 7 AND 1 TO THE NORTH LINE OF THE SOUTH 1 ACRE OF SAID LOT 1; THENCE SOUTHEASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE TO THE POINT OF BEGINNING (EXCEPTING FROM THE ABOVE DESCRIBED LAND THAT PART THEREOF FALLING WITH LOT 7 OF KOLZE'S SUBDIVISION AFORESAID), IN COOK

COUNTY, ILLINOIS;

PARCEL 5: THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 IN OLD GROVE SHOPPING CENTER SUBDIVISION RECORDED APRIL 25, 1961 AS DOCUMENT NUMBER 18144541, THENCE NORTH ALONG THE EAST LINE OF DES PLAINES RIVER ROAD AS LOCATED ACCORDING TO VOLK BROS. SECOND ADDITION TO SCHILLER PARK RECORDED AUGUST 23, 1923, AS DOCUMENT NUMBER 8075065, AN ASSUMED BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS A DISTANCE OF 142.61 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING THE INTERSECTION OF THE NORTHERLY LINE OF THE SOUTH 1 ACRE OF LOT 1 IN THE SUBDIVISION OF THE FRACTIONAL SOUTHWEST 1/4 OF SAID SECTION 15 WITH SAID EAST LINE OF RIVER ROAD; THENCE SOUTH 75 DEGREES 54 MINUTES 29 SECONDS EAST ALONG SAID NORTHERLY LINE OF SAID SOUTH 1 ACRE OF LOT 1 A DISTANCE OF 374.10 FEET TO THE EAST LINE OF LOT 1 IN THE SUBDIVISION OF FRACTIONAL SOUTHWEST 1/4 OF SECTION 15, THENCE NORTH ALONG THE AFORESAID EAST LINE OF LOT ONE TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF DES PLAINES RIVER ROAD; THENCE NORTH 42 DEGREES, 14 MINUTES, 34 SECONDS WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 87.99 FEET TO THE SOUTHERLY LINE OF OLD RIVER ROAD CUTOFF; THENCE NORTH 77 DEGREES, 37 MINUTES, 30 SECONDS, WEST ALONG SAID SOUTHERLY LINE OF OLD RIVER ROAD CUTOFF 294.56 FEET TO THE INTERSECTION WITH A LINE 17.0 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF DES PLAINES RIVER ROAD AS LOCATED ACCORDING TO VOLK BROTHERS SECOND ADDITION TO SCHILLER PARK; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS ALONG SAID PARALLEL LINE 337.93 FEET TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF DES PLAINES RIVER ROAD ACCORDING TO EASEMENT RECORDED DECEMBER 19, 1934 AS DOCUMENT NUMBER 11527429, SAID LINE BEING A CURVED LINE CONVEXED TO THE SOUTHWEST WITH A RECORDED RADIUS OF 1049.72 FEET (MEASURED 1069.10 FEET); THENCE NORTHWESTERLY ALONG SAID CURVED LINE 44.78 FEET TO THE INTERSECTION WITH SAID EAST LINE OF RIVER ROAD AS LOCATED ACCORDING TO SAID VOLK BROS. SECOND ADDITION; THENCE SOUTH 00 DEGREES 00 MINUTES, 00 SECONDS ALONG SAID EAST LINE OF RIVER ROAD 455.23 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

PARCEL 6: THE NORTH 15 FEET OF LOT 7 IN KOLZE'S SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 15 AND PART OF THE SOUTHEAST 1/4 OF SECTION 16, ALL IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.