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VILLAGE OF LEMONT

Ordinance No. O-36-14

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT FOR BIRCH PATH**

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VILLAGE OF LEMONT
ORDINANCE NO. 0-36-14

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION
AGREEMENT FOR BIRCH PATH

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LEMONT
THIS 9 DAY OF June, 2014

Published in pamphlet form by
authority of the President and
Board of Trustees of the Village
of Lemont, Cook, DuPage, and Will
Counties, Illinois, this 9 day of
June, 2014.

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ORDINANCE NO. 0-36-14

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT FOR BIRCH PATH

WHEREAS, the Village of Lemont desires to enter into an Annexation Agreement for the territory referred to as Birch Path; and

WHEREAS, the developer and legal owners of record of the territory which is the subject of said Annexation Agreement is ready, willing and able to enter into said Annexation Agreement and to perform the obligations as required hereunder; and

WHEREAS, the statutory procedures provided for in the Illinois Municipal Code for the execution of said Annexation Agreement have been fully complied with;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lemont, Counties of Cook, DuPage, and Will, State of Illinois, as follows:

Section 1. That the President be and is hereby authorized and directed, and the Village Clerk is directed to attest to a document known as Annexation Agreement Birch Path, a copy of which is attached hereto and made a part hereof.

Section 2. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 9 day of June, 2014.

PRESIDENT AND VILLAGE BOARD MEMBERS:

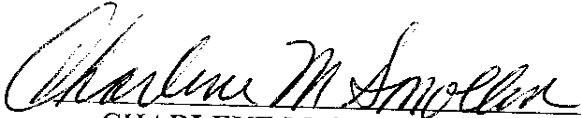
	AYES:	NAYS:	ABSENT:	ABSTAIN:
Debby Blatzer	<u>✓</u>	_____	_____	_____
Paul Chialdikas	<u>✓</u>	_____	_____	_____
Clifford Miklos	<u>✓</u>	_____	_____	_____
Ron Stapleton	<u>✓</u>	_____	_____	_____
Rick Sniegowski	<u>✓</u>	_____	_____	_____
Jeanette Virgilio	<u>✓</u>	_____	_____	_____



BRIAN K. REAVES
 President

ATTEST:

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CHARLENE M. SMOLLEN
Village Clerk

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ANNEXATION AGREEMENT BIRCH PATH

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IV	Fees, Permits, and Occupancy
V	Construction of Public Improvements
VI	Required Improvements
VII	Dedication and Construction of Streets
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<u>EXHIBIT</u>	<u>TITLE</u>
A	Legal Description
B	Plat of Annexation, prepared by Landmark Engineering on 5/28/14
C	Birch Path Existing Topography and Tree Survey, prepared by Landmark Engineering on 6/3/14, page 2 of 10. Birch Path
D	Birch Path Geometry Plan, prepared by Landmark Engineering on 6/3/14, page 3 of 10.
E	Birch Path Preliminary Grading Plan, prepared by Landmark Engineering on 6/3/14, page 5 of 10.
F	Birch Path Preliminary Landscape Plan, prepared by J. G. S. Landscape Architects on 2/20/14.
G	Tollway Permit NS 14-01
H	Cash Contribution Schedule
I	Birch Path PUD Plans, prepared by Landmark Engineering on 6/3/14, pages 1 - 10

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ANNEXATION AGREEMENT – BIRCH PATH PUD

1
2
3 **THIS ANNEXATION AGREEMENT** (hereinafter referred to as “AGREEMENT”), is
4 made and entered into this 8 day of September, 2014, between the Village of Lemont,
5 a municipal corporation of the Counties of Cook, DuPage and Will, in the State of Illinois
6 (hereinafter referred to as “VILLAGE”), and Lemont 19, LLC (hereinafter referred to as
7 “OWNER”) and Tempo Development Inc., an Illinois Corporation, the contract purchaser,
8 (hereinafter referred to as “DEVELOPER”). The VILLAGE, OWNER and DEVELOPER are
9 hereinafter sometimes referred to individually as a “PARTY” and collectively as the
10 “PARTIES”; and,

11
12 **WHEREAS**, the OWNER is the owner of record of the real estate (hereinafter referred
13 to as the “TERRITORY”), comprising approximately 6.5 acres, the legal description of which is
14 in **Exhibit A**; and

15
16 **WHEREAS**, the OWNER filed a Petition for Annexation of the TERRITORY to the
17 VILLAGE (hereinafter, the “Petition”) that requested annexation of the TERRITORY subject to
18 execution of an annexation agreement acceptable to the OWNER and DEVELOPER and the
19 VILLAGE; and,

20
21 **WHEREAS**, the TERRITORY has not been annexed to any municipality; and,

22
23 **WHEREAS**, the TERRITORY constitutes an area that is contiguous to and may be
24 annexed to the VILLAGE, as provided under the Illinois Municipal Code, 65 ILCS 5/7-1-1, et.
25 seq.; and,

26
27 **WHEREAS**, the OWNER and DEVELOPER and the VILLAGE agree that they will be
28 bound by the terms of this AGREEMENT; and

29
30 **WHEREAS**, the VILLAGE would extend its zoning, building, health and other
31 municipal regulations and ordinances over the TERRITORY, thereby protecting the VILLAGE
32 from possible undesirable or inharmonious use and development of unincorporated areas
33 surrounding the VILLAGE; and,

34
35 **WHEREAS**, the new boundaries of the VILLAGE, resulting from this Annexation shall
36 extend to the far side of every highway and shall include all of every highway not already
37 annexed; and,

38
39 **WHEREAS**, pursuant to the provisions of the Illinois Municipal Code (65 ILCS 5/1 et.
40 seq.), the Corporate Authorities of the VILLAGE has taken all steps legally required; and

41
42 **WHEREAS**, the Corporate Authorities of the VILLAGE have considered the
43 Annexation of the TERRITORY described in the Petition and has determined that the best
44 interest of the VILLAGE will be met if the TERRITORY is annexed to the VILLAGE and
45 developed in accordance with the provisions of this AGREEMENT.
46

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1 **WHEREAS**, the OWNER and DEVELOPER desire that the TERRITORY and
2 development henceforth be known as “Birch Path;”
3

4 **NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants
5 hereinafter contained, the PARTIES agree as follows:
6
7

I

DEFINITIONS

8
9
10
11
12 Except as modified herein, the Definitions set forth in this AGREEMENT shall apply.

13
14 **BUILDING CODE** Title 15 of the Lemont, Illinois Municipal Code and any other applicable
15 codes governing the erection and maintenance of buildings.
16

17 **COMMON AREA** A parcel of land or an area of water, or combination thereof, and any
18 improvements thereon, within a designated development tract (such as a subdivision) which is
19 designed for common use or benefit and not reserved for the exclusive use or benefit of an
20 individual tenant or owner. Examples of common areas include, but are not limited to: green
21 open spaces, parking lots, and pedestrian walkways.
22

23 **FINAL ENGINEERING PLAN** A plan, signed and sealed by a licensed professional engineer
24 registered in the state of Illinois that meets the requirements for a final engineering plan in the
25 Unified Development Ordinance. A final engineering plan depicts all public and private support
26 facilities including, but not limited to: roads, sidewalks, drainage ditches, culverts and water
27 retention areas, sanitary sewers, storm sewers, water supply lines, and illumination.
28

29 **FINAL LANDSCAPING PLAN** A plan, signed and sealed by a registered landscape architect
30 that meets the requirements for a final landscape plan in the Unified Development Ordinance.
31

32 **FINAL PLAT** A plat of all or a portion of a subdivision or site plan that is presented to the
33 **VILLAGE** for final approval.
34

35 **PLAT** A document, prepared by a registered surveyor or engineer that delineates a tract of land,
36 showing the boundaries and locations of individual properties and streets.
37

38 **PROPERTY** A lot, parcel, tract or plot of land together with the buildings and structures
39 thereon.
40

41 **PUBLIC IMPROVEMENT** Any improvement, facility, or service together with its associated
42 site or right-of-way necessary to provide transportation, drainage, storm water management,
43 public or private utilities, energy, or other essential services, or landscaping as indicated on the
44 plans attached to this AGREEMENT.
45

46 **UNIFIED DEVELOPMENT ORDINANCE (“UDO”)** Title 17 of the Lemont, Illinois Municipal
47 Code.
48

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II

ANNEXATION AGREEMENT

The provisions set forth in the preamble above are incorporated into and made a part of this AGREEMENT. No portion of the TERRITORY shall be disconnected from the VILLAGE without the prior written consent of its Corporate Authorities.

The Plat of Annexation of said TERRITORY is attached hereto as **Exhibit B**. Said Plat extends the new boundaries of the VILLAGE to the far side of any adjacent highway not already annexed and includes all of every highway within the TERRITORY so annexed. Upon adoption of an ordinance annexing the TERRITORY to the VILLAGE, the Village Clerk shall cause a copy of said ordinance and said Plat to be duly recorded with the Cook County Recorder, and duly filed with the Cook County Clerk.

The Village Clerk shall also send notice of Annexation of the TERRITORY, by certified or registered mail to:

- A. the Cook County Elections Department;
- B. the U.S. Post Office branch serving the TERRITORY;

III

ZONING, LAND USE, AND DEVELOPMENT

Zoning. The TERRITORY shall be zoned R-4 PUD and shall be developed exclusively for 19 single-family detached residences.

Development Plans. The TERRITORY shall be developed in substantial accordance with PUD Final Plan/Plat that shall be submitted to and approved by the VILLAGE in accordance with the Unified Development Ordinance. The PUD Final Plan/Plat shall retain the design characteristics, and shall be in substantial compliance with the PUD Preliminary Plan/Plat. Said PUD Preliminary Plan/Plat shall consist of the standards and regulations prescribed by ordinance and the standards and design criteria provided for in Exhibit I, which shall be incorporated into this Agreement by reference as if set forth verbatim herein.

Tollway permit NS 14-01. Executed copy of the Tollway permit shall be submitted prior to Final PUD Plan/Plat approval.

Residential Design Standards. Residential design standards shall be submitted and approved prior to Final PUD Plan/Plat approval. Standards shall include high quality materials, appropriate architectural elements and design features that enhance community interaction.

Tree Preservation and Mitigation Plan. A tree preservation plan for the TERRITORY shall be submitted prior to Final PUD Plan/Plat. Trees identified on the tree survey shown in **Exhibit C** are to be identified for preservation and removal. Trees identified for removal are to be mitigated as directed by the Village Arborist.

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1 **UDO Standards.** With respect to the development of the TERRITORY, the PARTIES
 2 agree that in any case where the standards of the UDO now or hereafter conflict with the
 3 standards of this AGREEMENT, the standards of this AGREEMENT shall govern. The
 4 PARTIES agree that the standards of this AGREEMENT shall govern with respect to
 5 development of the TERRITORY in any case in which there are no applicable standards
 6 provided in the UDO. In any case in which the UDO contains applicable standards that do not
 7 conflict with the standards of this AGREEMENT, the standards of the UDO shall govern with
 8 respect to the development of the TERRITORY.

9
 10 **UDO Exceptions.** Chapter 17.08 (Planned Unit Developments) of the Unified
 11 Development Ordinance makes provision for exceptions to the requirements of the UDO in order
 12 to promote and allow innovation and flexibility of design in keeping with the public interest and
 13 welfare. It is understood that the subdivision will provide diversity to the existing housing stock
 14 and the residential design of the homes is a feature that is of public interest and welfare. As
 15 provided for in Chapter 17.08 (Planned Unit Developments) of the Unified Development
 16 Ordinance, the VILLAGE has deemed it appropriate to approve the following selected
 17 exceptions as part of the Planned Unit Development for Birch Path:

- 18
 19 A. Setback requirements shall be 25' front yard and 10' for side yards
 20 B. Setback requirements shall be 20' for rear yards except for lots 8, 9, 16 and 17
 21 setbacks shall be reduced to 10' as indicated on **Exhibit D**
 22 C. Lot widths shall vary between 65'-70' as indicated on **Exhibit D**
 23 D. Lot sizes shall be as indicated on **Exhibit D**

24 **Landscape Plan.** The preliminary grading plan depicted in **Exhibit E** includes
 25 landscaping details for the proposed berm in the southeastern corner of the property and also
 26 includes a notation stating that tree mitigation is to be contained within Outlot B & Outlot C, .
 27 The landscape plan depicted in **Exhibit F** shows the parkway plantings, Outlot A plantings and
 28 the plantings subject to the tollway permit NS 14-01. Tollway permit NS-14-01 is attached for
 29 reference as **Exhibit G**. Landscaping details of all exhibits are to be incorporated into the Final
 30 Landscape Plan prior to Final Plat/Plan approval.

31
 32 **Other Ordinances.** Except as otherwise provided for in this AGREEMENT, the
 33 TERRITORY shall be developed pursuant to the terms and provisions of the Unified
 34 Development Ordinance, Building Code, and all applicable statutes, ordinances, rules,
 35 regulations and laws. The PARTIES understand and agree that the Unified Development
 36 Ordinance, Building Code, and all applicable statutes, ordinances, rules, regulations and laws of
 37 the VILLAGE shall remain applicable and in full force and effect during the term of this
 38 AGREEMENT. Furthermore, the PARTIES understand and agree that said ordinances may
 39 from time to time be amended or new ordinances promulgated and that, except as otherwise
 40 provided for in this AGREEMENT, such new ordinances or ordinance amendments shall apply
 41 to the TERRITORY.

42
 43 **Expiration of Terms.** The conditions of this AGREEMENT relating to the development
 44 of the TERRITORY incorporated herein by reference and made a condition to the grant of this
 45 special use zoning for the planned unit development shall survive the expiration of this
 46 AGREEMENT and shall remain in effect unless or until the zoning of the property has been
 47 altered in accordance with law.

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IV

FEES, PERMITS, AND OCCUPANCY

Fees. No new fees other than those fees currently in existence and assessed by the VILLAGE, including but not limited to permit fees, plan review fees, inspection fees, utility fees, application fees, tap-on fees, and user fees, shall be imposed by the VILLAGE upon the OWNER or the TERRITORY until five (5) years after the date of this AGREEMENT.

Thereafter, any such new fees of general applicability throughout the VILLAGE shall apply to the TERRITORY as well. The PARTIES acknowledge and agree that the Site Development Fees calculated in Section VIII of this AGREEMENT and other fees contained in the Cash Contribution Schedule, attached hereto and incorporated herein as **Exhibit H**, shall not be changed.

Building Permits. Within ten (10) business days after receipt of a complete application by OWNER or DEVELOPER for a building permit for construction of any buildings or other improvements on the TERRITORY, the VILLAGE shall either issue a permit authorizing such construction, issue a permit authorizing such construction subject to satisfaction of specified conditions consistent with the terms of this AGREEMENT, or issue a letter of denial of such permit specifying the basis of said denial by reference to the provisions of Building Code or any other applicable code, applied in accordance with this AGREEMENT, which the subject construction would allegedly violate. If the VILLAGE conditionally approves such a permit, the VILLAGE shall issue the permit unconditionally within five (5) business days after satisfaction by the OWNER or DEVELOPER of specified conditions.

Temporary Certificates of Occupancy. Temporary Certificates of Occupancy shall only be issued by the VILLAGE between November 1st of any year and May 1st of any subsequent year when adverse weather conditions do not permit outside painting, landscaping, driveway construction or final grading of individual homes, appurtenances or lots. Temporary certificates of occupancy may be issued by the VILLAGE, in its sole discretion, for any finished home or structure, which is not otherwise completely finished as heretofore provided, provided that: (i) said finished part or portion is designed for or capable of separate use or occupancy; and (ii) such part or portion is safe for the use and occupancy intended; and (iii) sewer, water, and streets are properly installed in and to the home or structure.

Payment of Recapture Fees Owed. The entire recapture fee required to be paid by this TERRITORY shall be due and payable to the VILLAGE at the time an application for the first building permit has been submitted to the VILLAGE for any portion of the TERRITORY.

V

CONSTRUCTION OF PUBLIC IMPROVEMENTS

Timing of Construction. After the execution of this AGREEMENT and prior to final subdivision plat approval, the OWNER, at its option and sole risk, may commence extension of utilities and mass grading. Prior to any grading of the TERRITORY, the OWNER

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1 shall submit for VILLAGE approval, a mass grading plan and soil erosion and sediment control
 2 plan that adhere to the provisions of Article IV (Site Development) of the UDO. The OWNER
 3 waives any and all claims it may have to assert a "vested rights" claim or lawsuits against the
 4 VILLAGE as a result of expenditures made in the performance of grading or other improvements
 5 to the TERRITORY allowed hereunder prior to final engineering approval in the event final
 6 engineering requires revision to work already performed. Any such work and expenditures are
 7 done at the risk of the OWNER and DEVELOPER knowing that final plat of subdivision
 8 approval may be delayed or change final grading and utility plans. The OWNER or
 9 DEVELOPER shall file with the VILLAGE a letter of credit, or other cash deposit, as set forth in
 10 Article VIII of this AGREEMENT to secure seeding and restoration of the site in accordance
 11 with the mass grading plan.

12
 13 **"As Built" Plans.** The OWNER and DEVELOPER, at the OWNER's and
 14 DEVELOPER's own cost, agree to provide the VILLAGE "as built" engineering plans and
 15 specifications upon substantial completion of the public improvements or at the request of the
 16 VILLAGE Engineer but in no event later than the time required by the UDO as amended. Said
 17 "As Built" plans shall be delivered to the VILLAGE in paper format as well as electronic format
 18 suitable to and approved by the VILLAGE. If there are any changes after substantial completion
 19 revised "as built" plans shall be provided to the VILLAGE.

20
 21 **Debris.** The OWNER and DEVELOPER agree not to let debris or excessive
 22 construction waste accumulate on the TERRITORY.

VI

REQUIRED IMPROVEMENTS

23
 24
 25
 26
 27
 28
 29 **Water Supply.** The OWNER or DEVELOPER shall construct and install at OWNER'S
 30 or DEVELOPER's expense all necessary water mains to service the TERRITORY. All water
 31 mains shall be constructed and installed in accordance with the UDO and final engineering plans
 32 approved by the VILLAGE. The VILLAGE agrees to permit connection of the aforementioned
 33 water mains to the water facilities of the VILLAGE and to furnish water service on the same
 34 basis as said services are furnished to other parts of the VILLAGE. The VILLAGE represents
 35 and warrants that its potable water supply has sufficient capacity and availability and its
 36 distribution system, existing or to be constructed, has or will have the capability to provide
 37 potable water service to the TERRITORY now and as fully developed for OWNER'S or
 38 DEVELOPER's intended development.

39
 40 **Sanitary and Storm Sewers.** The OWNER or DEVELOPER shall construct and install
 41 at OWNER's or DEVELOPER's expense all necessary sanitary and storm sewers to service the
 42 TERRITORY in accordance with the UDO and final engineering plans approved by the
 43 VILLAGE. The VILLAGE agrees to permit connection of the aforementioned sanitary sewers
 44 to the sanitary sewer facilities of the VILLAGE and to furnish sewer service on the same basis as
 45 said services are furnished to other parts of the VILLAGE. The OWNER and DEVELOPER
 46 agree that no surface water is to be discharged into the sanitary sewerage collection system and
 47 will make adequate provisions that this will not occur. Tap-on fees required by the VILLAGE
 shall not be waived. All sanitary and storm sewers, except service connections, shall be owned

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1 and maintained by the VILLAGE, with right of access by the VILLAGE for emergency
2 management purposes. The VILLAGE represents and warrants that it manages and operates a
3 sanitary sewer system within the VILLAGE for sewage disposal and the VILLAGE's system
4 presently has sufficient capacity to provide sanitary sewer service to the TERRITORY for
5 OWNER's or DEVELOPER's intended development.

6 **Detention Areas.** The OWNER or DEVELOPER shall construct and install at
7 OWNER's or DEVELOPER's expense all detention areas, as identified on **Exhibit D**, and
8 appurtenant structures such as drains, inlets, and outlets. Prior to the issuance of a full site
9 development permit, and in conjunction with approval for the PUD Final Plan/Plat, the OWNER
10 or DEVELOPER shall submit detailed final engineering and final landscape plans for the
11 detention area. These final engineering and landscape plan for the detention area shall be in
12 substantial conformance with **Exhibits E & F**.

13
14 **Sidewalks, Parkway Trees and Other Trees.** OWNER or DEVELOPER shall be
15 required to construct sidewalks and install parkway trees and other trees in the common areas
16 and tollway property as depicted on **Exhibits E & F**. Sidewalks and trees immediately adjacent
17 or connected to a lot that is being constructed must be installed prior to the issuance of a
18 Certificate of Occupancy. Sidewalks, parkway trees and trees in the common and unimproved
19 areas shall be installed by the OWNER or DEVELOPER no later than four (4) years after the
20 recording of the applicable Final Plat. Sidewalks and parkway trees shall be installed during the
21 course of construction.

22
23 **Other Improvements.** The OWNER or DEVELOPER shall construct and install at
24 OWNER's or DEVELOPER's expense all other improvements in accordance with the
25 requirements of the Unified Development Ordinance of the VILLAGE and final engineering and
26 final landscape plans approved by the VILLAGE.

27
28 **Mutual Assistance.** The PARTIES hereto agree to do all things necessary and
29 appropriate to carry out the terms and conditions of this AGREEMENT and to aid and assist
30 each other in furthering the intent of the PARTIES as reflected by the terms of this
31 AGREEMENT, including without limitation, the holding of public hearings, enactment by the
32 VILLAGE of such resolutions and ordinances as are required herein, the execution of permits,
33 applications and agreements and the taking of such other actions as may be necessary to enable
34 the PARTIES to comply with the terms and provisions of this AGREEMENT.

VII

DEDICATION AND CONSTRUCTION OF STREETS

35
36
37
38
39
40
41 **Design and Construction of Streets.** The OWNER or DEVELOPER shall design
42 streets within the TERRITORY according to the standards of the Unified Development
43 Ordinance. All interior streets within the TERRITORY shall be dedicated to the VILLAGE.
44 Said streets shall be constructed in accordance with the final engineering plans approved by the
45 VILLAGE. It is understood that in constructing the streets and public sidewalks the OWNER or
46 DEVELOPER shall post a letter of credit, or other cash deposit, as set forth in Article VIII
47 hereof, after which the OWNER or DEVELOPER may proceed to construct said streets.

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1 **Completion of Street Improvements.** The OWNER or DEVELOPER shall provide
 2 access to each residential unit. Any street right-of-way not already dedicated at the time of this
 3 AGREEMENT shall be dedicated in the final plat of subdivision. The VILLAGE shall accept
 4 the dedication of said street right-of-way and the construction of streets and public sidewalks
 5 upon the completion by the OWNER or DEVELOPER of said improvements in accordance with
 6 the VILLAGE's construction standards and Unified Development Ordinance, as modified by this
 7 AGREEMENT. The acceptance by the VILLAGE shall be evidenced by a corporate resolution.
 8 The final wearing surface shall not be installed until at least nine months after the installation of
 9 the base course. After completion of the construction and acceptance of any street, and if
 10 construction traffic of the OWNER or DEVELOPER continues to utilize that street, the OWNER
 11 or DEVELOPER shall be responsible for keeping the street free from construction debris and for
 12 repair of damages to the street caused by the OWNER's or DEVELOPER's construction traffic.
 13 Except as otherwise provided herein, after dedication of any street right-of-way at the time of
 14 final plat, the VILLAGE shall enforce traffic and other regulations as to the street right-of-way.
 15 All deliveries of construction supplies or materials shall be restricted to certain streets agreed
 16 upon by the OWNER and the VILLAGE.

17
 18 **Snow Plowing of Streets before Acceptance.** The OWNER and DEVELOPER and the
 19 VILLAGE acknowledge that until the streets in any platted subdivision of the TERRITORY are
 20 accepted by the VILLAGE, the VILLAGE shall have no obligation to keep the streets plowed of
 21 ice and snow (snowplowed).

22
 23 **Debris.** The OWNER or DEVELOPER shall be required to keep all streets within and
 24 adjoining the TERRITORY free from mud and debris generated by any new construction activity
 25 on the TERRITORY.

VIII

FINANCIAL ASSURANCES FOR SITE IMPROVEMENTS

26
 27
 28
 29
 30
 31
 32 **Site Development Permit.** Prior to any site development work on the TERRITORY, to
 33 include but not limited to grading and work done in connection with the extension and
 34 establishment of water and sewer systems, the OWNER or DEVELOPER will apply for a site
 35 development permit in accordance with Article IV of the Unified Development Ordinance and
 36 standard VILLAGE practice.

37
 38 **Fee Calculation.** The PARTIES hereto conclusively acknowledge that the
 39 aforementioned site development fee consists of the Village's Engineering Review Fee. The site
 40 development fee described herein shall be in full, complete and final satisfaction of all
 41 obligations of the OWNER or DEVELOPER or the TERRITORY for the Village's Engineering
 42 Review Fee under all applicable VILLAGE ordinances. The Site Development Fee applicable to
 43 the TERRITORY shall be calculated as follows:

44
 45 The site development permit fee shall be calculated as follows:
 46 Site development fee = (Number of acres x \$100) + (engineer's estimate x 0.05)
 47

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1 The "engineer's estimate" in the above formulas shall mean a Professional Engineer's
 2 estimate of the cost of construction of all the total estimated cost of all on-site public
 3 improvements to be installed or constructed as required by the approved development plans. The
 4 validity of said estimate shall be verified by the Village Engineer.
 5

6 **Letter of Credit.** The VILLAGE shall not issue a site development permit for any phase
 7 of development of the TERRITORY until the OWNER or DEVELOPER has delivered to the
 8 VILLAGE an irrevocable letter of credit, or cash escrow, in a form satisfactory to, and from a
 9 bank or other financial institution approved by the VILLAGE in the amount of 115% of the
 10 engineer's estimate of the cost of construction and installation of all site improvements as
 11 approved by the Village Engineer, including all required grading, lighting, natural area
 12 establishment, landscaping sidewalks, sewer and water lines and storm water management
 13 facilities. The "engineer's estimate" in the above sentence shall mean a Professional Engineer's
 14 estimate of the total estimated cost of all on-site public improvements to be installed or
 15 constructed as required by the approved development plans and exhibits attached to this
 16 AGREEMENT. The validity of said estimate shall be verified by the Village Engineer. Upon
 17 request of the OWNER for reduction of such letter of credit or cash escrow the Village Engineer
 18 shall, in his/her discretion, recommend the amount of said letter of credit or cash escrow to be
 19 reduced, from time to time, as major site improvements are completed, upon approval of the
 20 Corporate Authorities of the VILLAGE. Notwithstanding anything contained herein to the
 21 contrary, the VILLAGE shall reduce the letter of credit annually as the work is completed and
 22 accepted by the VILLAGE in writing, such that the letter of credit shall be equal to no more than
 23 115% of the engineer's estimated cost of completion.
 24

25 **Acceptance.** All of the public improvements contemplated herein shall, upon acceptance
 26 thereof by the VILLAGE, become the property of VILLAGE and be integrated with the
 27 municipal facilities now in existence or hereinafter constructed and VILLAGE thereafter agrees
 28 to maintain said public improvements. Acceptance of said public improvements shall be by a
 29 duly authorized resolution of the Corporate Authorities of the VILLAGE only after the Village
 30 Engineer has issued his Certificate of Inspection affirming the improvements have been
 31 constructed in accordance with approved Engineering Plans and Specifications. OWNER and
 32 DEVELOPER agree to convey by appropriate instrument and VILLAGE agrees to promptly
 33 accept, subject to terms hereof, the public improvements and detention areas constructed in
 34 accordance with the Approved Engineering Plans and Specifications.
 35
 36
 37

IX

MAINTENANCE OF IMPROVEMENTS AND COMMON AREAS

41 **Maintenance Bond.** At the time or times of acceptance by the VILLAGE of the
 42 installation of any part, component, or all of any public improvement in accordance with this
 43 Section, or any other section of this AGREEMENT, the OWNER or DEVELOPER shall deposit
 44 with the VILLAGE a maintenance bond in the amount of ten percent (10%) of the cost of the
 45 installation of the public improvements accepted by VILLAGE. This bond shall be deposited
 46 with the VILLAGE and shall be held by the VILLAGE for a period of twenty-four (24) months
 47 after completion and acceptance of all improvements. In the event of a defect in material and/or

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1 workmanship within said period, then said security shall not be returned until correction of said
2 defect and acceptance by the VILLAGE of said corrections.
3

4 **Owner's Guarantee.** The OWNER and DEVELOPER hereby guarantee the prompt and
5 satisfactory correction of all defects and deficiencies in the improvements that occur or become
6 evident within two years after approval and any acceptance of the improvements by the
7 VILLAGE pursuant to this AGREEMENT. If any defect or deficiency occurs or becomes
8 evident during the two-year period, excepting normal usage and wear-and-tear therefrom, then
9 the OWNER or DEVELOPER shall, after (10) ten business days' prior written notice from the
10 VILLAGE (subject to Force Majeure), correct it or cause it to be corrected, within a reasonable
11 time as determined by the VILLAGE. In the event any sidewalks or trees are repaired or
12 replaced pursuant to the demand of the VILLAGE, the Guarantee provided in this Section IX of
13 this AGREEMENT shall be extended, as to the repair or replacement, for two (2) full years from
14 the date of the repair or replacement. Such prior written notice from the VILLAGE of any defect
15 or deficiency must be provided within the two (2) year guarantee period or any applicable
16 extension of the guarantee period.
17

18 **Owner's Maintenance of Private Areas.** If any improvements or common areas within
19 the TERRITORY are to be privately owned and maintained, then the OWNER or DEVELOPER
20 shall, at OWNER or DEVELOPER's sole cost and expense, maintain the improvements and
21 areas within the TERRITORY without any modification, except as specifically approved by the
22 VILLAGE, in a first-rate condition at all times unless an owners' association is established and
23 assumes responsibility for improvements or areas. In the event the VILLAGE determines, in the
24 VILLAGE'S sole and absolute discretion, that the OWNER or DEVELOPER, is not adequately
25 maintaining, or has not adequately maintained, any improvement or area, the VILLAGE shall
26 have the right, but not the obligation, after ten (10) business days' prior written notice to the
27 OWNER or DEVELOPER, to enter on any or all of the TERRITORY for the purpose of
28 performing maintenance work on any affected improvement or area. In the event that the
29 VILLAGE shall cause to be performed any work pursuant to this Section IX, the VILLAGE shall
30 have the right to draw from the performance securities deposited pursuant to this AGREEMENT,
31 or the right to demand immediate payment directly from the OWNER and DEVELOPER, based
32 on costs actually incurred or on the VILLAGE'S reasonable estimates of costs to be incurred, an
33 amount of money sufficient to defray the entire costs of the work, including without limitation
34 legal fees and administrative expenses. The OWNER or DEVELOPER shall, after demand
35 from the VILLAGE, pay the required amount to the VILLAGE. In the event that the VILLAGE
36 shall cause to be performed any work pursuant to this Section IX the VILLAGE shall have the
37 right to: (i) file a lien against the property of the OWNER or DEVELOPER or any owner failing
38 to maintain or pay for the maintenance of private areas and (ii) enforce the lien in the manner
39 provided by law for mortgage foreclosure proceedings.
40

41 **HOA's Maintenance of Private Areas.** If a homeowners' association is established and
42 assumes responsibility for any improvements, open space, and/or common areas within the
43 TERRITORY, the homeowners' association shall, at its sole cost and expense, maintain the
44 improvements and areas without any modification, except as specifically approved by the
45 VILLAGE, in a first-rate condition at all times. In the event the VILLAGE determines, in the
46 VILLAGE'S sole and absolute discretion, that the homeowners' association is not adequately
47 maintaining, or has not adequately maintained, any improvement or area, the VILLAGE shall
48 have the right, but not the obligation, after ten (10) business days' prior written notice to the

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1 homeowners' association, to enter on any or all of the TERRITORY for the purpose of
 2 performing maintenance work on any affected improvement or area. In the event that the
 3 VILLAGE shall cause to be performed any work pursuant to this Section IX the VILLAGE shall
 4 have the right to: (i) assess the membership of the homeowners' association for that work; and
 5 (ii) file a lien against the property of the homeowners' association or the property of any member
 6 failing to pay the assessment; and (iii) enforce the lien in the manner provided by law for
 7 mortgage foreclosure proceedings.

X

DAMAGE TO PUBLIC IMPROVEMENTS

14 The OWNER or DEVELOPER shall replace and repair any damage to public
 15 improvements installed within, under or upon the TERRITORY resulting from construction
 16 activities by OWNER or DEVELOPER, OWNER's or DEVELOPER's successors or assigns
 17 and their employees, agents, contractors or subcontractors during the term of this
 18 AGREEMENT.

XI

LAND AND CASH CONTRIBUTIONS

25 **Cash Contributions.** The OWNER or DEVELOPER, or any successors in interest as to
 26 any portion of the TERRITORY, shall make cash contributions at the time of issuance of
 27 building permits for each individual dwelling unit. Said fees shall be as indicated on the Cash
 28 Contribution Schedule, attached hereto and incorporated herein as **Exhibit H**. The Annexation
 29 Fee shall be \$125.00 per residential lot, which also shall be paid at the time of issuance of
 30 building permit.

XII

DONATION AND ACCEPTANCE OF OPEN AREAS AND DETENTION AREAS

37 **Detention Area.** The detention area is Outlot B (hereinafter "detention area") as
 38 identified on Exhibit E. Detention area and all appurtenant structures to said detention area, as
 39 identified on **Exhibit E**, are to be conveyed by Warranty Deed to the VILLAGE. The OWNER
 40 or DEVELOPER shall provide Title Insurance in the amount of the current market value, pay all
 41 real estate taxes and upon conveyance of the detention area to the VILLAGE, the OWNER or
 42 DEVELOPER shall provide a sufficient credit of 105% of previous year's taxes then due, to the
 43 VILLAGE. . The VILLAGE shall promptly apply for real estate tax exemption for such
 44 detention parcels after the recording of any Warranty Deed for the detention area has been
 45 conveyed to the VILLAGE as contemplated hereunder.

47 **Insurance.** The open space areas are Outlots A and C (hereinafter "open space areas") as
 48 identified on Exhibit E. As to any detention area and open space areas conveyed to the

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1 VILLAGE upon which construction activities are on-going, the OWNER or DEVELOPER shall
 2 maintain builder's risk insurance covering its construction activities upon such areas, and shall
 3 name the VILLAGE as an additional name insured as to such insurance policy(ies) providing
 4 such coverage. As to any detention area and open space areas conveyed to the VILLAGE, the
 5 OWNER or DEVELOPER shall maintain general liability insurance covering the detention area
 6 and open space areas and shall name the VILLAGE as an additional name insured as to such
 7 insurance policy(ies) providing such coverage which shall remain in full force and effect until
 8 the maintenance period requiring the OWNER or DEVELOPER to maintain said areas has
 9 lapsed.

XIII

EASEMENTS AND UTILITIES

10
 11
 12
 13
 14
 15
 16 The OWNER and DEVELOPER agree to grant to the VILLAGE, and/or obtain grants to
 17 the VILLAGE of, all necessary easements for the extension of sewer, water, street, or other
 18 utilities, including cable television, or for other improvements, subject to the provisions of the
 19 UDO which may serve not only the TERRITORY, but other real estate in the general area, if
 20 requested by the VILLAGE in the future, in accordance with the Preliminary PUD Plans/Plat and
 21 Preliminary Engineering Plans.

22
 23 All such easements to be granted shall name the VILLAGE and/or other appropriate
 24 entities designated by the VILLAGE as grantee hereunder. It shall be the responsibility of the
 25 OWNER or DEVELOPER to obtain all easements, both on site and off site, necessary to serve
 26 the TERRITORY, in accordance with the Preliminary PUD Plan/Plat. The VILLAGE agrees to
 27 cooperate and provide reasonable assistance to the OWNER or DEVELOPER in the OWNER's
 28 or DEVELOPER's attempt to obtain all easements necessary to serve the TERRITORY, in
 29 accordance with the Preliminary PUD Plan/Plat, except that such reasonable assistance shall not
 30 include any financial assistance or require the VILLAGE to expend any funds.

31
 32 The OWNER or DEVELOPER shall provide evidence of easement or right of way
 33 necessary for the utility extension to the TERRITORY prior to PUD final plan/plat approval.
 34 The OWNER or DEVELOPER shall submit a title commitment from Chicago Title Insurance
 35 Company, or any other licensed title company, naming the VILLAGE as an additional insured to
 36 guarantee an easement for public utilities from the existing point of connection to the
 37 TERRITORY.

38
 39 All electricity, telephone, cable television and gas lines shall be installed underground,
 40 the location of which underground utilities shall be at the OWNER's and DEVELOPER's
 41 option, upon approval of the VILLAGE and the respective utility company.
 42
 43

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XIV

GOVERNMENT INTERESTS SERVED

The OWNER and DEVELOPER agree that any and all contributions, dedications, donations, open space and easements provided for in this AGREEMENT substantially advance legitimate governmental interests of the VILLAGE and other local taxing bodies, including but not limited to, providing its residents, and in particular the future residents of the TERRITORY, with access to and use of public facilities, libraries, schools, parks and recreational facilities, police protection, and emergency services. The OWNER and DEVELOPER further agree that the contributions, dedications, donations and easements required by this AGREEMENT are uniquely attributable to, reasonably related to, and made necessary by the development of the TERRITORY.

XV

DORMANT SPECIAL SERVICE AREA

A dormant special service area will be established over the TERRITORY, with the cooperation and participation of the OWNER and DEVELOPER, to provide for the on-site public improvements for the TERRITORY, as well as to pay for the costs and expenses directly or related in any way to the on-site public improvements, including, without limitation:

- A. construction, installation, repair, or maintenance of the on-site public improvements in the event that the OWNER and DEVELOPER is for any reason unable to do so and there is inadequate or unavailable security to construct and install the on-site public improvements;
- B. legal, engineering, and construction management expenses related to the construction, installation, repair, or maintenance of the on-site public improvements;
- C. direct administrative expenses;
- D. payment of public liability insurance premiums; or
- E. reimbursement to the VILLAGE for funds it expended or incurred to construct, install, repair, or maintain the on-site public improvements.

The OWNER or DEVELOPER will pay for all costs incurred by the VILLAGE in establishing the dormant special service area including, without limitation, the payment of all attorneys' fees incurred by the VILLAGE in establishing the special service area as well as reimbursement to the VILLAGE for any and all costs and expenses incurred by the VILLAGE.

The VILLAGE will have the automatic right to activate the dormant special service area and extend the taxes in association with the special service area upon the occurrence of any of the following events:

- A. failure of the OWNER or DEVELOPER for any reason to complete such public improvements;

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- 1
2 B. inadequacy of the performance security established by the OWNER or DEVELOPER
3 as required by this AGREEMENT; or
4
5 C. failure or refusal by the bank to fulfill or otherwise honor the performance security
6 established by the OWNER or DEVELOPER as required by this AGREEMENT.
7

8 By purchasing a lot in the TERRITORY, each purchaser of a lot, for himself or herself and his or
9 her respective successors in title, forever waives any right to challenge the assessment or
10 collection of a tax or assessment imposed by the VILLAGE against the lot pursuant to a special
11 service area established in accordance with this section, provided such special service area is not
12 amended in any way that requires a new public hearing.
13

14 The DECLARATION for all lots in the TERRITORY will include similar language regarding
15 the establishment of the special service areas.
16

17 Nothing in this section will prevent the OWNER and DEVELOPER or any individual lot owner
18 from exercising his or her statutory right to object to the establishment or amendment of the
19 Dormant Special Service Area.
20

21 Upon the VILLAGE's formal acceptance of the on-site public improvements for the
22 TERRITORY and the expiration of any maintenance guarantee period, as provided in this
23 AGREEMENT, the VILLAGE will take all reasonable actions to have the Dormant Special
24 Service Area dissolved. In no event will the VILLAGE seek the extension of the special service
25 area tax after it has formally accepted the on-site public improvements for the TERRITORY and
26 the expiration of any maintenance guarantee period.
27

XVI

APPROVAL OF PLANS

33 The VILLAGE agrees to expeditiously take action to approve or disapprove all plats,
34 plans, and engineering submitted to VILLAGE by the OWNER or DEVELOPER. If the
35 VILLAGE shall determine that any such submission is not in substantial accordance with this
36 AGREEMENT and applicable ordinances, the VILLAGE shall promptly notify the OWNER or
37 DEVELOPER in writing of the specific objection to any such submission so that the OWNER or
38 DEVELOPER can make any required corrections or revisions.
39
40

XVII

BINDING EFFECT AND TERM OF COVENANTS RUNNING WITH THE LAND

45 This AGREEMENT shall be binding upon and insure to the benefit of the PARTIES
46 hereto, successor owners of record of the TERRITORY, assignees, lessees, and upon any
47 successor municipal authorities of said VILLAGE and successor municipalities, for a period of
48 twenty (20) years from the date of the execution of this AGREEMENT.
49

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1 The terms and conditions of this AGREEMENT relative to the payment of monies to the
2 various VILLAGE recapture funds, contributions to the VILLAGE construction and/or
3 dedication of public improvements, granting of easements to the VILLAGE, dedication of rights-
4 of-way to the VILLAGE and the development standards established herein shall constitute
5 covenants which shall run with the land.
6

7 It is further agreed that any party to this AGREEMENT, either in law or in equity, by
8 suit, action, mandamus, or other proceeding may enforce or compel the performance of this
9 AGREEMENT, or have other such relief for the breach thereof as may be authorized by law or
10 that by law or in equity is available to them.
11

XVIII

NOTICES

12
13
14
15
16
17 Unless otherwise notified in writing, all notices, requests and demands shall be in writing
18 and shall be personally delivered to or mailed by United States Postal Service certified mail,
19 postage prepaid and return receipt requested, as follows:
20

21 For the VILLAGE:

22
23 Village President
24 418 Main Street
25 Lemont, IL 60439
26

27 and

28
29 Village Clerk
30 418 Main Street
31 Lemont, IL 60439
32

33 and

34
35 Village Administrator
36 418 Main Street
37 Lemont, IL 60439
38

39
40 For OWNER/DEVELOPER:

41
42 Lemont 19, LLC
43 11921 S. Hobart St.
44 Palos Park, IL 60464
45

46 Tempo Development, Inc
47 11921 S. Hobart St.
48 Palos Park, IL 60464

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1
2 Or such other addresses that any party hereto may designate in writing to the other PARTIES
3 pursuant to the provisions of this Section.
4

XIX

SECURITY INTERESTS

5
6
7
8
9
10 The OWNER and DEVELOPER shall provide the VILLAGE with written approval(s)
11 satisfactory to the VILLAGE of any mortgage, lien holder or holder of any security interest,
12 affecting title to the TERRITORY or any part thereof so that this AGREEMENT shall be
13 superior to any such mortgage, lien, or other security interest and the OWNER and
14 DEVELOPER shall provide same to the VILLAGE prior to execution and recording of this
15 AGREEMENT; and
16

17 If there are no mortgages, liens, or other security interests affecting title to the
18 TERRITORY or any part thereof, then the OWNER and DEVELOPER shall affirmatively state
19 so in said Petition(s) for Annexation, or by Affidavit.
20
21

XX

WARRANTIES AND REPRESENTATION

22
23
24
25
26 The OWNER and DEVELOPER represent and warrant to the VILLAGE as follows:
27

28 That OWNER is the owner of the TERRITORY; and
29

30 That Lemont 19, LLC is the owner as legal title holder; and
31

32 That the OWNER to the extent that such OWNER becomes a Developer and
33 DEVELOPER propose to develop the TERRITORY in the manner contemplated under this
34 AGREEMENT; and
35

36 That other than the OWNER and DEVELOPER, no other entity or person has any
37 interest in the TERRITORY or its development as herein proposed; and
38

39 That the OWNER and DEVELOPER have provided the legal description of the
40 TERRITORY set forth in this AGREEMENT and the attached exhibits and that said legal
41 description and exhibits are accurate and correct, to the best of the OWNER's and
42 DEVELOPER's knowledge.
43
44

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XXI

CONTINUITY OF OBLIGATIONS

Notwithstanding any provisions of this AGREEMENT to the contrary including but not limited to the sale and/or conveyance of all or any part of the TERRITORY by the OWNER or DEVELOPER, the OWNER to the extent that such OWNER becomes a Developer or DEVELOPER shall at all times during the term of this AGREEMENT remain liable to the VILLAGE for the faithful performance of all obligations imposed upon them by this AGREEMENT until such obligations have been fully performed or until the VILLAGE has otherwise released the OWNER to the extent that such OWNER becomes a Developer or DEVELOPER, from any or all of such obligations.

XXII

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.

XXIII

VILLAGE APPROVAL OR DIRECTION

Where VILLAGE approval or direction is required by this AGREEMENT, such approval or direction means the approval or direction of the Corporate Authorities of the VILLAGE unless otherwise expressly provided or required by law, and any such approval may be required to be given only after and if all requirements for granting such approval have been met, unless such requirements are inconsistent with this AGREEMENT.

XXIV

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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XXV

SECTION HEADINGS AND SUB-HEADINGS

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.

XXVI

RECORDING

A copy of this AGREEMENT and any amendments thereto shall be recorded by the VILLAGE at the expense of the OWNER/DEVELOPER within thirty days after the execution hereof.

XXVII

AUTHORIZATION TO EXECUTE

The President and Clerk of the VILLAGE hereby warrant that they have been lawfully authorized by the Corporate Authorities of VILLAGE to execute this AGREEMENT. The OWNER and DEVELOPER and VILLAGE shall, upon request, deliver to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of direction or other documents required to legally evidence the authority to so execute this AGREEMENT on behalf of the respective PARTIES.

XXVIII

AMENDMENTS

This AGREEMENT sets forth all the promises, inducements, agreements, conditions and understandings between the PARTIES hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. No subsequent alteration, amendment, change or addition to this AGREEMENT shall be binding upon the PARTIES hereto unless authorized in accordance with law and reduced in writing and signed by them. This AGREEMENT may also be amended, in accord with the provisions of this Section, by the VILLAGE and the owner of record of a portion of the TERRITORY as to the provisions applying thereto, without the consent of the owners of other portions of the TERRITORY.

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XXIX

COUNTERPARTS

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

XXX

CURING DEFAULT

It is understood by the PARTIES hereto that time is of the essence of this AGREEMENT. The PARTIES reserve a right to cure any default hereunder within fifteen (15) business days from written notice of such default.

XXXI

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.

XXXII

SEVERABILITY

If any provision of this AGREEMENT is held invalid by a court of competent jurisdiction or in the event such court shall determine that the VILLAGE does not have the power to perform any such provisions, 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 the VILLAGE from performance under such invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the VILLAGE from performance under such invalid provision of this AGREEMENT.

XXXIII

REIMBURSEMENT TO VILLAGE FOR LEGAL AND OTHER FEES / EXPENSES

To Effective Date of Agreement. The OWNER or DEVELOPER shall reimburse the VILLAGE for the following expenses incurred in the preparation and review of this AGREEMENT, and any ordinances, letters of credits, plats, easements or other documents relating to the TERRITORY:

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1 Miscellaneous VILLAGE expenses, such as legal publication costs, recording fees and
2 copying expenses.
3

4 From and After Effective Date of Agreement. Except as provided in the paragraph
5 immediately following this paragraph, upon demand by VILLAGE made by and through its
6 President, the OWNER or DEVELOPER from time to time shall promptly reimburse VILLAGE,
7 for all reasonable attorney's fees and costs incurred by VILLAGE in the administration of the
8 AGREEMENT and out of pocket expenses involving various and sundry matters such as, but not
9 limited to, preparation and publication, if any, of all notices, resolutions, ordinances, and other
10 documents required hereunder.
11

12 Such costs and expenses incurred by the VILLAGE in the administration of the
13 AGREEMENT shall be evidence to the OWNER and DEVELOPER upon its request, by a sworn
14 statement of the VILLAGE; and such costs and expenses may be further confirmed by the
15 OWNER and DEVELOPER at their option from additional documents relevant to determining
16 such costs and expenses as designated from time to time by the OWNER and DEVELOPER.
17

18 OWNER and DEVELOPER shall in no event be required to reimburse VILLAGE or pay
19 for any expenses or costs of VILLAGE as aforesaid more than once, whether such are
20 reimbursed or paid through special assessment proceedings, through fees established by
21 VILLAGE ordinances or otherwise.
22

23 In the event that any third party or parties institute any legal proceedings against the
24 OWNER and DEVELOPER and/or the VILLAGE, which relate to the validity or any terms of
25 this AGREEMENT, then, in that event, the OWNER or DEVELOPER, upon written notice from
26 VILLAGE, shall assume, fully and vigorously, the entire defense of such lawsuit and the
27 expenses of whatever nature relating thereto, provided, however:
28

29 The OWNER and DEVELOPER shall not make any settlement or compromise of the
30 lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the
31 approval of the VILLAGE, which approval shall not be unreasonably withheld; and
32

33 If the VILLAGE, in its sole discretion, determines there is or may probably be, a conflict
34 of interest between the VILLAGE and the OWNER or DEVELOPER, on an issue of importance
35 to the VILLAGE having a potentially substantial adverse affect on the VILLAGE, then the
36 VILLAGE shall have the option of being represented by its own legal counsel. In the event the
37 VILLAGE exercises such option, then the OWNER or DEVELOPER shall reimburse the
38 VILLAGE from time to time on written demand from the President of the VILLAGE and notice
39 of the amount due for any expenses, including but not limited to court costs, reasonable
40 attorney's fees and witnesses' fees and other expenses of litigation, incurred by the VILLAGE in
41 connection therewith. The obligation of the OWNER or DEVELOPER to reimburse the
42 VILLAGE under the terms of this AGREEMENT shall terminate if no such legal proceedings
43 are brought within one year from the date of the annexation of the TERRITORY and, further,
44 such obligation of reimbursement shall not apply if such legal proceedings are based upon
45 alleged errors, omissions or unlawful conduct of the VILLAGE and not the OWNER or
46 DEVELOPER.
47

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1 In the event the VILLAGE institutes legal proceedings against the OWNER or
2 DEVELOPER for violation of this AGREEMENT, and secured a judgment in its favor the
3 OWNER or DEVELOPER shall pay all expenses of such legal proceedings incurred by the
4 VILLAGE including but not limited to, the court costs and reasonable attorney's fees, etc.,
5 incurred by the VILLAGE in connection therewith.
6
7

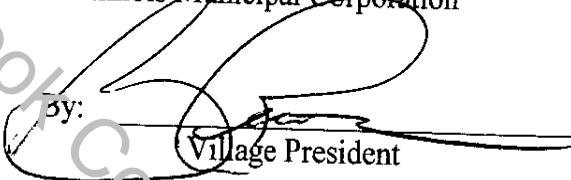
8 **XXXIV**

9
10 **EXECUTION OF AGREEMENT**

11
12 This AGREEMENT shall be signed last by the VILLAGE and the President of the
13 VILLAGE shall affix the date on which he signs this AGREEMENT on page 1 hereof which
14 date shall be the effective date of this AGREEMENT.
15

16 IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed
17 on the day and year first above written.
18

19 VILLAGE OF LEMONT
20 an Illinois Municipal Corporation

21
22
23
24 By: 
25 Village President

26 ATTEST:

27
28 By: 
29 Village Clerk

30
31 OWNER:
32 Lemont 19, LLC

33
34 By: 
35 Its: Manager

36
37
38 DEVELOPER:
39 Tempo Development, Inc., an Illinois corporation

40
41
42 By: 
43 Title:

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XXXV

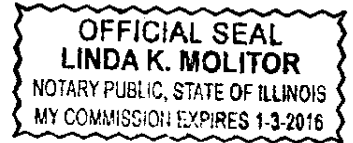
NOTARY CERTIFICATES

1
2
3
4
5 STATE OF ILLINOIS)
6) SS
7 COUNTY OF COOK)
8

9 I, the undersigned, a Notary Public, in and for the County and Sate aforesaid, DO HEREBY
10 CERTIFY that BRIAN K. REAVES, personally known to me to be the President of the Village
11 of Lemont, and CHARLENE M. SMOLLEN, personally known to me to be the Village Clerk of
12 said municipal corporation, and personally known to me to be the same persons whose names are
13 subscribed to the foregoing instrument, appeared before me this day in person and severally
14 acknowledged that as such President and Village Clerk, they signed and delivered the said
15 instrument and caused the corporate seal of said municipal corporation to be affixed thereto,
16 pursuant to authority given by the Board of Trustees of said municipal corporation, as their free
17 and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for
18 the uses and purposes therein set forth.

19
20 GIVEN under my hand and official seal, this 8th day of September 2014.

21
22
23 Linda K. Molitor
24 Notary Public



25
26 My commission expires on January 3rd, 2016.

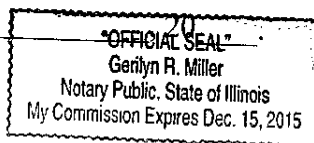
27
28
29
30
31 STATE OF Illinois
32) SS
33 COUNTY OF COOK
34

35 I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY
36 CERTIFY that the above-named Manager, personally known to me
37 to be manager of Lemont 19, LLC, OWNER of the TERRITORY and the same persons whose
38 names are subscribed to the foregoing instrument appeared before me this day in person and
39 acknowledged that they signed and delivered the said instrument as their own free and voluntary
40 act for the uses and purposes therein set forth.

41
42 GIVEN under my hand and official seal, this 2nd day of September, 2014

43
44 My commission expires on _____

45
46 Gerilyn R. Miller
47 Notary Public
48



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EXHIBIT A

PROJECT LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID EAST HALF; THENCE SOUTH 88 DEGREES 21 MINUTES 42 SECONDS WEST, ALONG THE SOUTH LINE OF SAID EAST HALF, 271.47 FEET TO A POINT OF BEGINNING; THENCE NORTH 16 DEGREES 31 MINUTES 47 SECONDS WEST 1504.79 FEET TO THE WEST LINE OF SAID EAST HALF; THENCE SOUTH 1 DEGREE 31 MINUTES 54 SECONDS EAST, ALONG SAID WEST LINE, 1454.25 FEET TO THE SOUTH LINE OF SAID EAST HALF; THENCE NORTH 88 DEGREES 21 MINUTES 42 SECONDS EAST, ALONG SAID SOUTH LINE, 389.42 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

Approved by Cook County Clerk's Office

UNOFFICIAL COPY

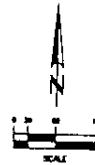
PLAT OF ANNEXATION TO THE VILLAGE OF LEMONT

LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID EAST HALF; THENCE SOUTH 88 DEGREES 21 MINUTES 42 SECONDS WEST, ALONG THE SOUTH LINE OF SAID EAST HALF, 271.47 FEET TO A POINT OF BEGINNING; THENCE NORTH 16 DEGREES 31 MINUTES 47 SECONDS WEST 1504.79 FEET TO THE WEST LINE OF SAID EAST HALF; THENCE SOUTH 1 DEGREE 31 MINUTES 54 SECONDS EAST, ALONG SAID WEST LINE, 1454.25 FEET TO THE SOUTH LINE OF SAID EAST HALF; THENCE NORTH 88 DEGREES 21 MINUTES 42 SECONDS EAST, ALONG SAID SOUTH LINE, 389.42 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

COOK COUNTY PIN: 22-31-200-007-0000



Property of Cook County Clerk's Office

ESTATES

MAYFAIR

TOLLWAY

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL AND DUPAGE COUNTIES, ILLINOIS, AT A PUBLIC MEETING HELD

THIS _____ DAY OF _____ A.D. 20__

By: _____
Village President

Attest: _____
Village Clerk

AREA = 6.50 AC
(more or less)

POINT OF COMMENCEMENT:
SE CORNER E 1/2 W 1/2
NE 1/4 SEC 31-37-11

271.47'
S 88°21'42" W

N 88°21'42" E
389.42'
POINT OF BEGINNING
SOUTH LINE OF NE 1/4 SECTION 31-37-11

STATE OF ILLINOIS) SS
COUNTY OF COOK)

I, MARK H. LANDSTROM, ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2625, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE-DESCRIBED TRACT OF LAND FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF LEMONT, ILLINOIS, AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF MEASUREMENT USING THE NORTH AMERICAN DATUM OF 1983 ILLINOIS EAST STATE PLANE COORDINATE SYSTEM. FURTHERMORE, I HEREBY DESIGNATE THE VILLAGE OF LEMONT TO ACT AS MY AGENT FOR THE PURPOSE OF RECORDING THIS DOCUMENT.

DATED AT PALOS HILLS, THIS 28TH DAY OF MAY, A.D. 2014.

MARK H. LANDSTROM
I.P.L.S. No. 2625

PREPARED FOR:
TEMPO DEVELOPMENT, INC.

PREPARED BY:
LANDMARK

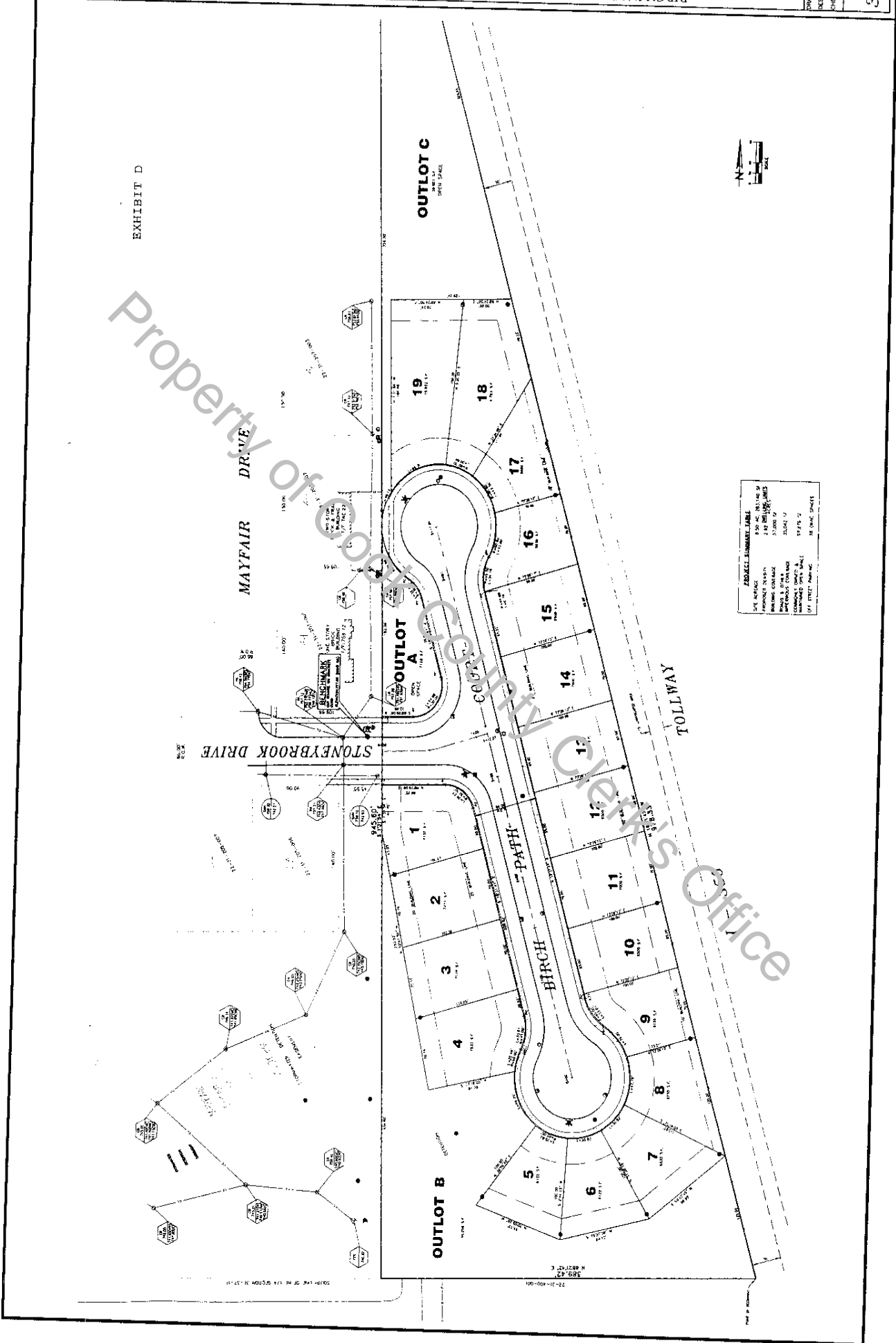
ENGINEERING LLC
DESIGN FIRM REGISTRATION NO. 184-005577
7808 WEST 103RD STREET
PALOS HILLS, ILLINOIS 60465-1529
Phone (708) 599-3737

PROJECT No. 13-04-061-ANNEX-R3

UNOFFICIAL COPY

DATE	REVISIONS
3/10/14	ISSUED FOR REVIEW
4/15/14	VILLAGE COMMENTS
5/7/14	VILLAGE COMMENTS
7/27/14	VILLAGE ATTORNEY COMMENTS

LANDMARK	
PROJECT NO.	1520116088
DATE	3/10/14
PROJECT NAME	BIRCH PATH P.U.D.
ADDRESS	127TH & I-55, LEMONT, IL
DESIGNED BY	T.G.
CHECKED BY	B.H.
DATE	3/10/14
SHEET	3 of 10
PROJECT NO.	1520116088



Property of Cook County's Office

EXHIBIT D

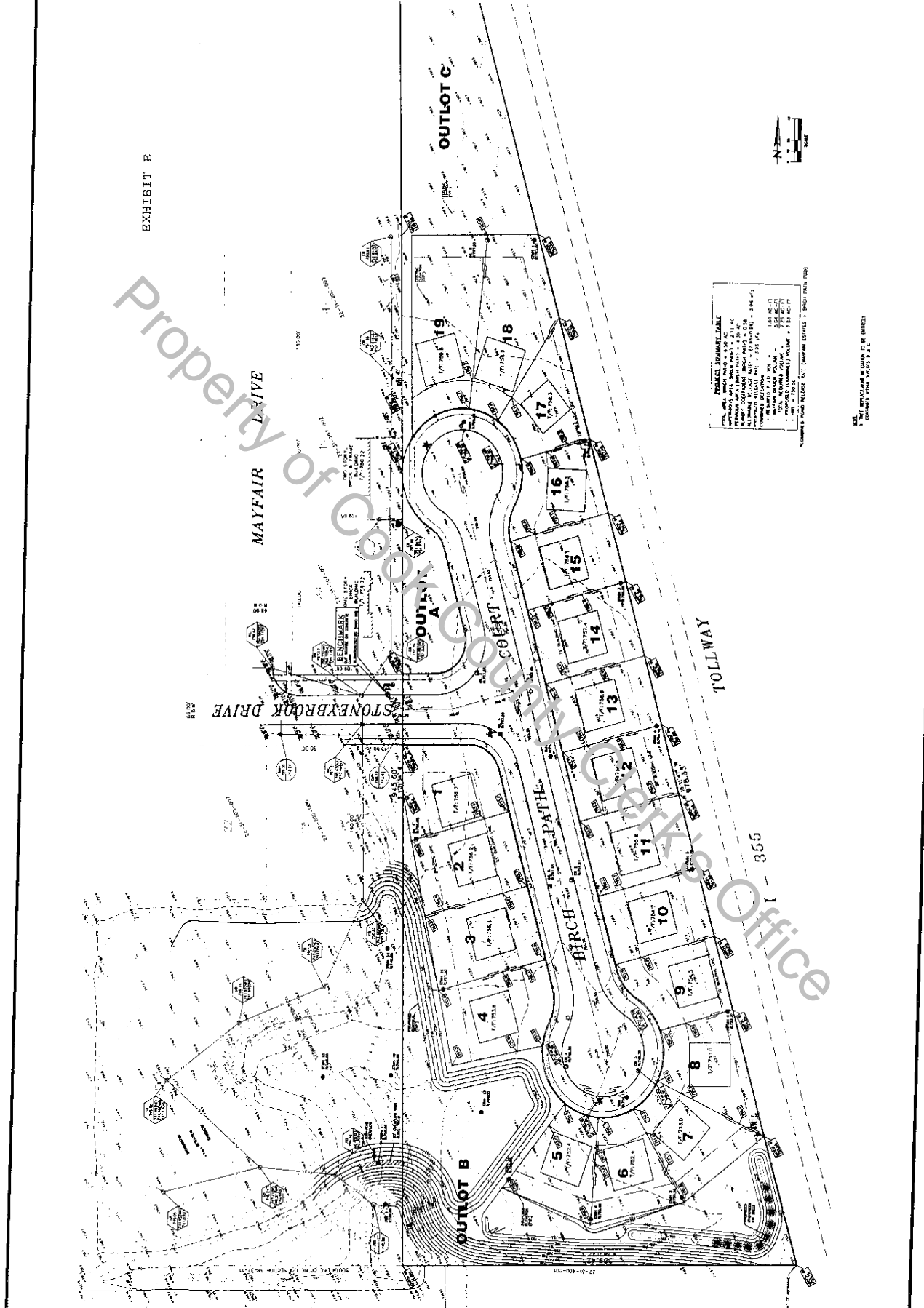
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DATE	REVISIONS
5/21/14	ISSUED FOR REVIEW
4/16/14	VILLAGE COMMENTS
3/5/14	VILLAGE COMMENTS
5/23/14	LEGAL DESCRIPTION
6/3/14	VILLAGE ATTORNEY COMMENTS

LANDMARK

BIRCH PATH P.L.D.
127TH & I-355, LEMONT, IL

DRAWN BY: T.C.
PACKAGED BY: B.A.L.
CHECKED BY: A.L.
SHEET
5 of 10
13-04-081



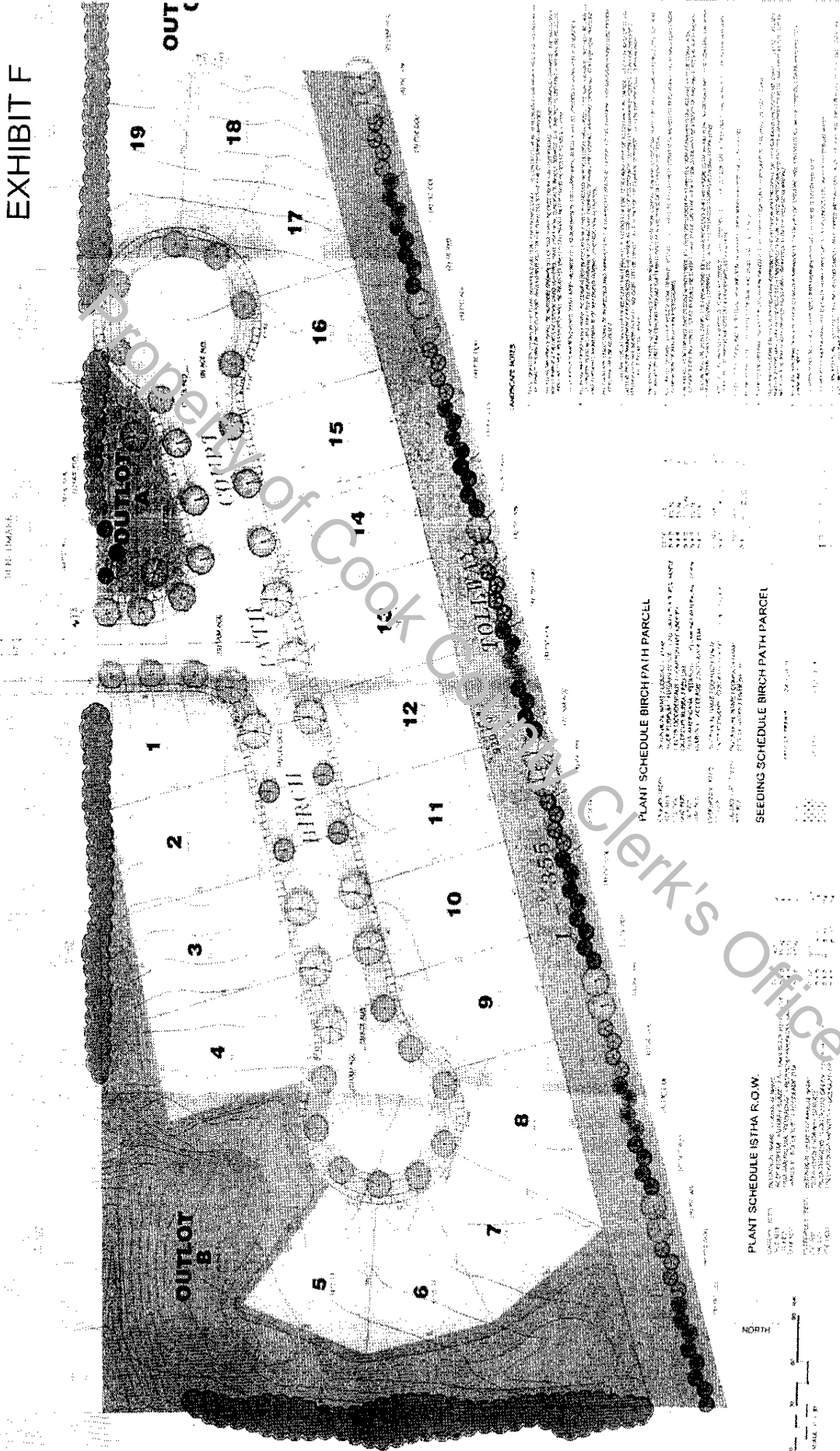
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EXHIBIT F



Landscape Plan
Berzu Aleja - Birch Path
Lamont, Illinois

SHEET



PLANT SCHEDULE BIRCH PATH PARCEL

NO.	PLANT	QUANTITY	PLANT SCHEDULE
1
2
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19

SEEDING SCHEDULE BIRCH PATH PARCEL

NO.	SEEDING	QUANTITY	SEEDING SCHEDULE
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19

PLANT SCHEDULE ISTHA R.O.W.

NO.	PLANT	QUANTITY	PLANT SCHEDULE
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14
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18
19

SEEDING SCHEDULE ISTHA R.O.W.

NO.	SEEDING	QUANTITY	SEEDING SCHEDULE
1
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19



NOTES

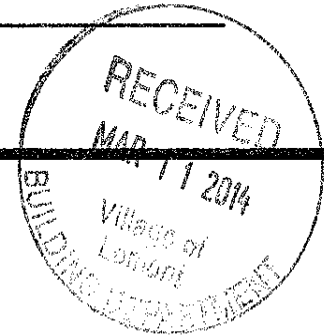
1. ALL PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS PLANTING STANDARDS.
2. THE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS PLANTING STANDARDS.
3. THE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS PLANTING STANDARDS.
4. THE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS PLANTING STANDARDS.
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14. THE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS PLANTING STANDARDS.
15. THE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS PLANTING STANDARDS.
16. THE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS PLANTING STANDARDS.
17. THE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS PLANTING STANDARDS.
18. THE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS PLANTING STANDARDS.
19. THE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE ILLINOIS PLANTING STANDARDS.

UNOFFICIAL COPY

EXHIBIT G

Tempo Development, Inc.

(708)-751-2070
ford.johnmike@gmail.com



The Illinois State Toll Highway Authority
Permit # 14-01

1. Planting area will be approximately 900 feet from south property line going north
2. Planting area will be 30 feet off fence line to avoid ditch area, and will be within a 15 foot wide planting area running north to south
3. Tree to be planted will be, Douglas Pine, Norway Pine, Colorado Blue Spruce, with a few Maples, Lindens, and Elm as shown on plan
4. Construction entrance will be at North end of the site. Developer will install a temporary gate and will restore fence upon completion
5. Contour shown on plan
6. Plan will meet planting notes specified by ISTHA # D7-01
7. No plants exist in our proposed planting area
8. Start time Summer or Fall of 2014
9. ROW fence line and ditch area will be shown on plan, and JULIE will locate any utilities in area, ISTHA will also locate any utilities
10. Developer will maintain planting area for two years, then ISTHA will take over maintenance responsibility
11. All plan are submitted to the Village of Lemont for review
12. Any restoration needed caused by this planting plan will be done by developer

Proposed by County Clerk's Office



UNOFFICIAL COPY

The Illinois Tollway
 2700 Ogden Avenue
 Downers Grove, Illinois 60515-1703
 Phone: 630/241-6800
 Fax: 630/241-6100
 TTY: 630/241-6898

March 7, 2014

Mr. Mike Ford
 Tempo Development, Inc.
 11901 South 92nd Street
 Palos Park, IL 60464

Re: Permit NS 14-01
Tempo Development, Inc.
Installing Landscape
Birch Path Development
127th Street
North-South Tollway, Mile Post 8.5

Dear Mr. Ford:

Enclosed are two (2) Formal Permits NS 14-01 for the above referenced permit. Please have them signed and return both copies back to the Tollway for further processing.

A Permit bond of \$40,000.00 is required. A partially completed bond form is enclosed.

Enclosed is a packet of information titled "**Requirements for Work Performed on Toll Highway Right-of-Way**". We require the **Contractor** to furnish a Certificate of Insurance providing the coverage as shown on the enclosed sheet entitled "Contractor's Insurance Requirements". Notice of cancellation before the expiration date of the policies will be delivered in accordance with the policy provision. The Permit Number must be shown on the Certificate.

The contractor must also locate underground utilities as required by Illinois law. In addition, Tollway facilities must be located by accessing the online website a www.illinoisvirtualtollway.com/utilitylocates before work can begin. Please call Patricia Mathez at 630.241.6800 extension 3306 for any questions regarding the locating procedure.

Should you have any questions, please call me at 630. 241.6800 extension 3941.

Sincerely,

Dana Havranek
 Permit Utility Manager

DBH:pm

cc: Paul Kovacs, P.E.
 John Benda

UNOFFICIAL COPYPERMIT NO. NS 14-01**THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY**

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY (hereinafter called "Tollway") hereby grants a concession in the form of this Permit this _____ day of _____ 2014.

TO:NAME TEMPO DEVELOPMENT, INC.ADDRESS 11901 South 92nd StreetPalos Park, IL 60464**FOR THE PURPOSE OF:**

Permit NS 14-01 grants permission to Tempo Development Inc. to install general landscaping according to the landscape plan dated 02/20/14. The landscaping is being installed for the Birch Path Development in the Village of Lemont on the North-South Tollway at 127th Street.

Mile Post 8.5

This permit is granted only in so far as the Illinois Tollway has the legal right to do so and is subjected to the rights of third parties including the rights of adjacent property owners and any property rights granted to others.

EFFECTIVE DATE

Work may commence under this permit only after the Tollway has received the Permit Bond, insurance coverage and accepted the terms and condition of this Permit.

CONSTRUCTION

All work and construction done under this Permit shall be performed at the location and in accordance with plans and specifications filed with the application for this Permit and approved by the Tollway, which are made a part hereof; and also subject to the terms and conditions contained in this Permit.

UNOFFICIAL COPY

Permit No. NS 14-01

THIS PERMIT is subject to the following terms and conditions:

- (a) This permit is granted only insofar as the Illinois Tollway has the legal right to do so under applicable provisions of 605 ILCS 10/11 et. seq. of the Illinois Revised Statutes (as amended), and in accordance with all current Tollway Standard Specifications and Utility Regulations adopted from time to time by the Illinois Tollway. Permittee agrees to fully comply with any and all legal obligations, including but not limited to obtaining all necessary permits, in advance of entering and or while upon, traversing or using any Tollway owned Right-of-Way, or real property. This Permit is subject to the rights of impacted third party property owners, including but not limited to any and all abutting and/or underlying property owners. Permittee shall address all such rights prior to initiating any of its activities. It is fully understood and agreed to that in granting the concession contemplated herein, said concession is related only as to the land owned or under the control of the Tollway. The Tollway does not have the required legal authority and may not otherwise grant any concession or access on real property not owned or under its control. The Tollway will not be a party to any negotiations between Permittee and third party property owners.
- (b) Nothing contained in this permit shall in any way be construed as a sale, lease or other disposition or encumbrance of the toll Highway right-of-way or any part thereof as creating any charge or lien on the revenues of the Illinois Tollway.
- (c) All work done under this permit and any maintenance or repairs during or after installation shall be at expense of permittee and at no cost or risk whatsoever to the Illinois Tollway.
- (d) Should it at any time be necessary or convenient, in the sole discretion of the Tollway, in connection with the improvement, maintenance operation or safety of the Tollway to change, alter, relocate or remove permittee's work or improvements, such change, alteration, relocation or removal shall promptly be made by the permittee at the written direction of the Chief Engineer of the Tollway, at no cost or expense to the Tollway. In the event the facility must be removed, the permittee will be given the opportunity to reinstall the facility in a different location. If permittee fails to change, alter, relocate, or remove the facility upon said written demand, the required work may be performed by the Tollway, and permittee shall promptly reimburse the Tollway for all engineering, construction and administrative costs, fees and expenses, including legal expenses, incurred by the Tollway in connection therewith.
- (e) This permit does not in any way release the permittee from any liability for damage to persons or property caused by or resulting from the work covered by this permit and by the operation of the facilities installed under this permit and is effective only insofar as the Tollway has jurisdiction and does not sanction any infringement of any applicable federal, state or local laws or regulations. Permittee shall be liable for any damage to Tollway property caused by permittee or its agents and employees, or by the installation and operation of the facility.

UNOFFICIAL COPY

Permit NS 14-01

(f) The work authorized herein, while under the direct control and supervise of the permittee, shall be subject to inspections by the Illinois Tollway or its duly authorized representative.

(g) The work authorized herein shall be accomplished in accordance with all current Tollway Standard Specifications and Utility Regulations adopted from time to time by the Tollway.

(h) Written notice of beginning of the work shall be given to the Illinois Tollway at least three (3) days before the work begins. Written notice of completion of the work shall be given to the Tollway no later than three (3) days after completion. Any notice required under this permit shall be mailed to the Chief Engineer or his authorized representative, at The Illinois Tollway, 2700 Ogden Avenue, Downers Grove, Illinois 60515.

(i) The Illinois Tollway, in issuing this permit, has relied upon the statements and representations made by the permittee in the application. In the event any statement or representation in said application is found to be false, the Tollway, at its option, may revoke the permit and, when so revoked, all rights of the permittee hereunder shall thereupon cease and be null and void.

(j) No trees or shrubbery in the right-of-way of the Tollway shall be trimmed, cut or disturbed without the approval of the Chief Engineer of the Tollway, or his authorized representative. Areas within the right-of-way disturbed by work covered under this permit shall be restored to the same condition as existed before such work begins. Restoration work shall be subject to the approval of the Tollway.

(k) Where fence removal is necessary, removal shall be accomplished by disconnecting the webbing from the post starting at pull post locations. When re-erecting the fence, old webbing must be discarded and new webbing must be used.

(l) The installation allowed by this permit shall not impede or restrict Tollway operation and shall not cause harm or interference to the Tollway's public safety communications systems.

(m) The Illinois Tollway's fiber optic cable and all other underground Tollway facilities must be located before digging on Tollway property. Request locates online at www.illinoisvirtualtollway.com/utilitylocates. The fiber optic cable must be located, hand excavated and exposed prior to starting work. Permittee agrees to pay a penalty of \$2,500.00 if the work is started before receiving proper authorization and failing to expose the fiber optic cable.

UNOFFICIAL COPY

Permit NS 14-01

(n) Permittee, its successors and assigns, shall be responsible for and shall protect, indemnify and save harmless, the Tollway, its officers, directors, employees, successors, assigns and AECOM Technical Services, Inc. from any and all liability, loss, costs, fees, damages, expenses, claims, actions and suits of every kind and character due to, but not limited to, damage to property or injury to or death of any person whomsoever, arising directly or indirectly out of or incident to the granting of this permit, or the construction, maintenance, use, actions or inaction of permittee or its employees, agents and successors, all to the fullest extent permitted by law, and liability of permittee shall not be limited by any insurance required or provided by permittee. Nothing herein contained shall be construed as prohibiting the Tollway, AECOM Technical Services, Inc., its successors and assigns from defending any claims, actions or suits brought against the Tollway or AECOM Technical Services, Inc., through the selection and use of its own attorneys. The permittee shall be liable for all costs, fees and expenses incurred by the Tollway or AECOM Technical Services, Inc. in its defense of any such claim, action or suit, including reasonable attorney's fees.

(o) If the permittee must perform any work which the Tollway, in its sole discretion, determines will affect traffic or require traffic control or protection, the permittee shall submit maintenance of traffic plan to the Tollway for approval. No work affecting traffic shall be performed without the written approval of the Chief Engineer of the Illinois Tollway or his representative. All costs for traffic control, including any police protection determined by the Tollway to be necessary shall be paid for by the permittee. All traffic control shall be in accordance with the Illinois Tollway's Standard Specifications and Traffic Control Manual.

(p) **Insurance Requirements:** Before commencing work under this permit, the Tollway must receive sufficient insurance, in the form, term and amount specified, insuring permittee, the State of Illinois, the Tollway and its authorized representatives and AECOM Technical Services, Inc. against any damages and liability arising from or caused by the work authorized by this permit. It is understood and agreed that the Illinois Tollway shall be included an "additional insureds" on all liability coverages. This protection shall include all employees, directors, officers and volunteers of the agency. This coverage shall be primary to the "additional insureds" and not contributing with any other insurance or similar protection available to the "additional insureds" whether said other available coverage be primary, contributing or excess. "Failure of the Tollway to request any renewal or continuation of documentation of insurance in the form of certificates of insurance, policy endorsement or insurance policy does not constitute a waiver by the Tollway of the permit holder's obligation and requirements to maintain the minimal coverage specified. Whether stated in these provisions or elsewhere, the Tollway does not warrant the adequacy of the types of insurance protection or the minimum limits of policy protection specified."

(q) **Bond Requirements:** Before commencing work under this permit, the Illinois Tollway must receive a permit bond in the amount shown on the Bond form provided by the Tollway. \$40,000.00 Bond

UNOFFICIAL COPY

Permit NS 14-01

(r) Permittee agrees to pay all costs necessary, including lost revenue, as determined by the Tollway and without time limitation, to eliminate voids and restore pavement caused by settlement that occurs over and along a casing or carrier pipe augered and jacked under Tollway pavement. The area between the casing and the surrounding soil must be grouted. Permittee agrees to pay all costs necessary, including lost revenue, to repair pavement and structures damaged by a directional drilling operation.

(s) Applicant certifies that it has not offered any money, gift or other consideration to any State or Tollway official, employee, agent, or representative for the purpose of influencing that action of the Illinois Tollway, including but not limited to the award of the sough after permit.

(t) The issuance of this permit based on the plans, specifications, and other data submitted to the Illinois Tollway shall not be a guarantee of the soundness of such plans or specification, and shall not be a basis for imposing liability upon the Illinois Tollway or any of its agents or employees. The issuance of this permit shall not prevent the Illinois Tollway, in its sole discretion, from requiring the correction of errors and omissions in the plans, specification and other data and from stopping the work upon discovery of such errors and omissions.

(u) Permit Fees: This permit is subject to the payment of the following fees:

Engineering review / administrative fee:	<u>\$ none</u>
Annual occupancy / maintenance fee:	<u>\$ none</u>

(v) The general landscape plan dated 02/20/2014 is acceptable (note that plants described in the memo are different than those on the plan) with the following exclusions/additions:

1. The contractor and Tempo Development you should be aware that a fiber optic cable runs adjacent to this location and excavation for plantings will not be allowed within a minimum of eight (8) feet of the located fiber line. Must be located prior to any digging.
2. The maximum size for deciduous trees shall be 2-1/2 inches caliper.
3. Plant locations shall be staked with plastic marking flags on wire staffs, and the locations approved by the Tollway Landscape Architect prior to the beginning plant activities, excavations or any earth disturbance.
4. The temporary access fencing shall be close and restored to existing condition upon initial installation of the plantings.
5. Tempo Development shall provide the Tollway with a two (2) year maintenance schedule and outline of activities for Tollway approval prior to beginning work; shall include a minimum of one (1) watering each month from April to September of each year. Access for maintenance activities shall be considered from the I-355 shoulder or another approved method and submitted for review on an individually requested basis.

UNOFFICIAL COPY

Permit NS 14-01

- 6. Inspections will be held with the permit holder upon installation of the completed plantings and in the month of April and September for two (2) years following. Any items generated from the inspections and at the discretion of the Tollway, including plant replacements or removal shall be immediately completed within two (2) weeks of notice.
- 7. For the two (2) year maintenance and establishment period and upon final acceptance of the plantings the permit holder should be aware that the area will be maintained as determined by the Tollway and with no expectation of continued preservation.
- 8. Replace 'Redmond Linden' with 'Shademaster Honeylocust'.

The terms and conditions of this permit are accepted by:

PERMITTEE

TEMPO DEVELOPMENT, INC.

Permittee

Print Name

Title

APPROVED AS TO FORM AND CONSTITUTIONALITY

ATTORNEY GENERAL
STATE OF ILLINOIS

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Recommended for approval by:

Paul D. Kovacs, P.E. Chief Engineer

UNOFFICIAL COPY

EXHIBIT H

Birch Path

						When Required	
						Annex	Non-Annex
LIBRARY DONATION							
Land Donation (acres)	0.00				Library	Yes	Yes
Cash Donation	\$2,512.24	\$45.61	Per Person				
PARK DONATION							
Land Donation (acres)	0.55				Park	Yes	Yes
Cash Donation	\$82,621.50	\$150,000.00	Per Acre				
FIRE DONATION							
Housing Units	19				Fire	Yes	No
Cash Donation	\$1,900.00	\$100.00	Per Unit				
PUBLIC SAFETY DONATION							
Housing Units	19	\$1,000.00	Per Unit		Public Safety	Yes	No
Cash Donation	\$19,000.00						
SCHOOL DONATION							
Elementary (K-5) (650 students - 15 ac.)					Schools	Yes	Yes
Land Donation (acres)	0.16						
Cash Donation	\$24,268.85						
Junior High (6-8) (1200 students - 25 ac.)							
Land Donation (acres)	0.07						
Cash Donation	\$10,271.88						
High School (9-12) (3000 students - 80 ac.)							
Land Donation (acres)	0.09						
Cash Donation	\$13,984.00						
TOTAL							
Land Donation	0.87						
Cash Donation	\$154,558.47						
	\$0.00						
	\$154,558.47						

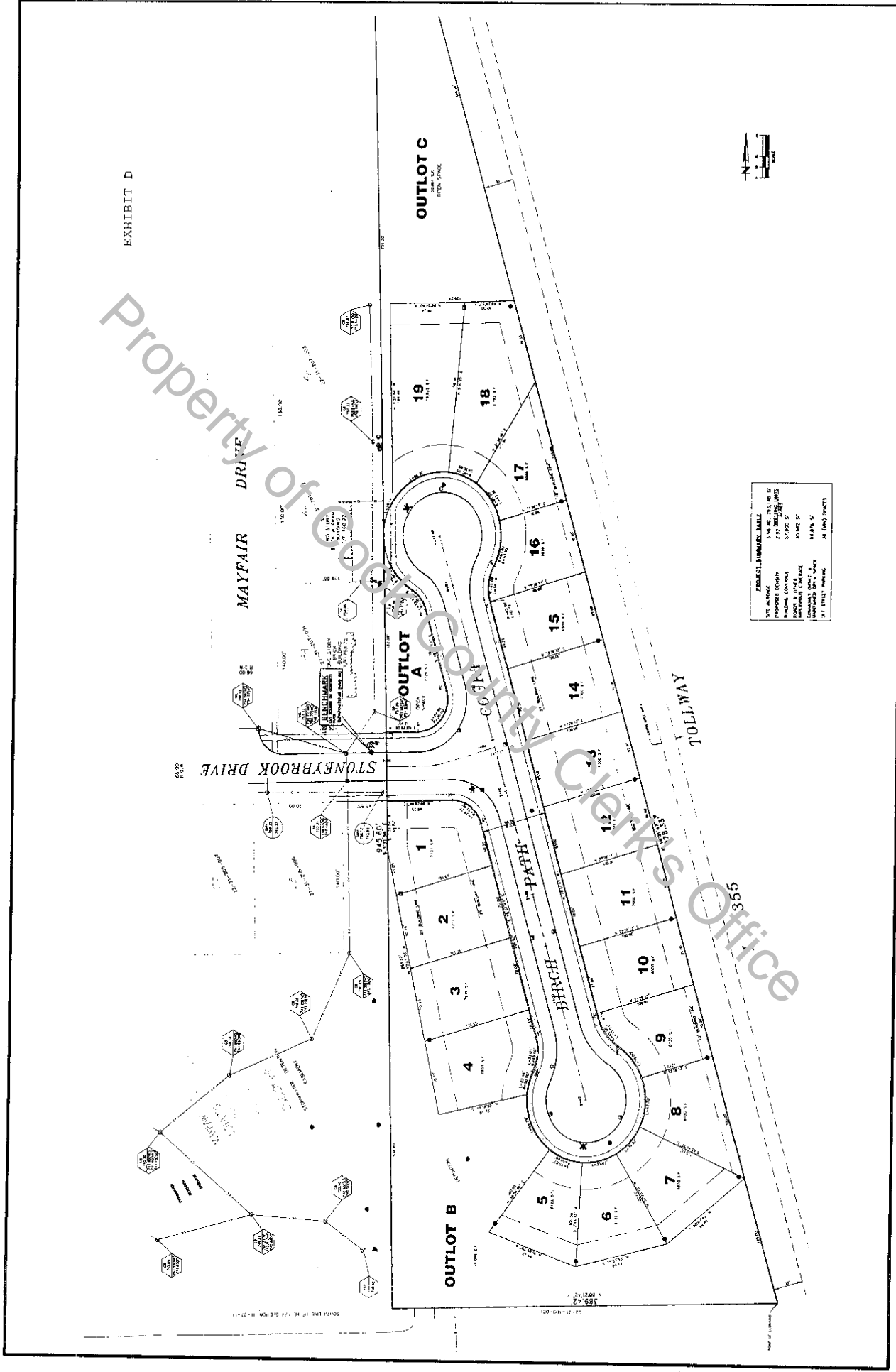
UNOFFICIAL COPY

DATE	12/12/14	ISSUE FOR REVIEW
BY	MLC	MLC
DATE	12/12/14	ISSUE FOR REVIEW
BY	MLC	MLC
DATE	5/5/14	VILLAGE COMMENTS
BY	MLC	MLC
DATE	4/14/14	VILLAGE COMMENTS
BY	MLC	MLC
DATE	3/27/14	VILLAGE COMMENTS
BY	MLC	MLC
DATE	2/12/14	VILLAGE COMMENTS
BY	MLC	MLC

LANDMARK

BIRCH PATH P.U.D.
127TH & I-355, LEMONT, IL
GEOMETRIC PLAN

DATE BY: T.G.
CHECKED BY: M.L.
SHEET
3 of 10
13-05-091



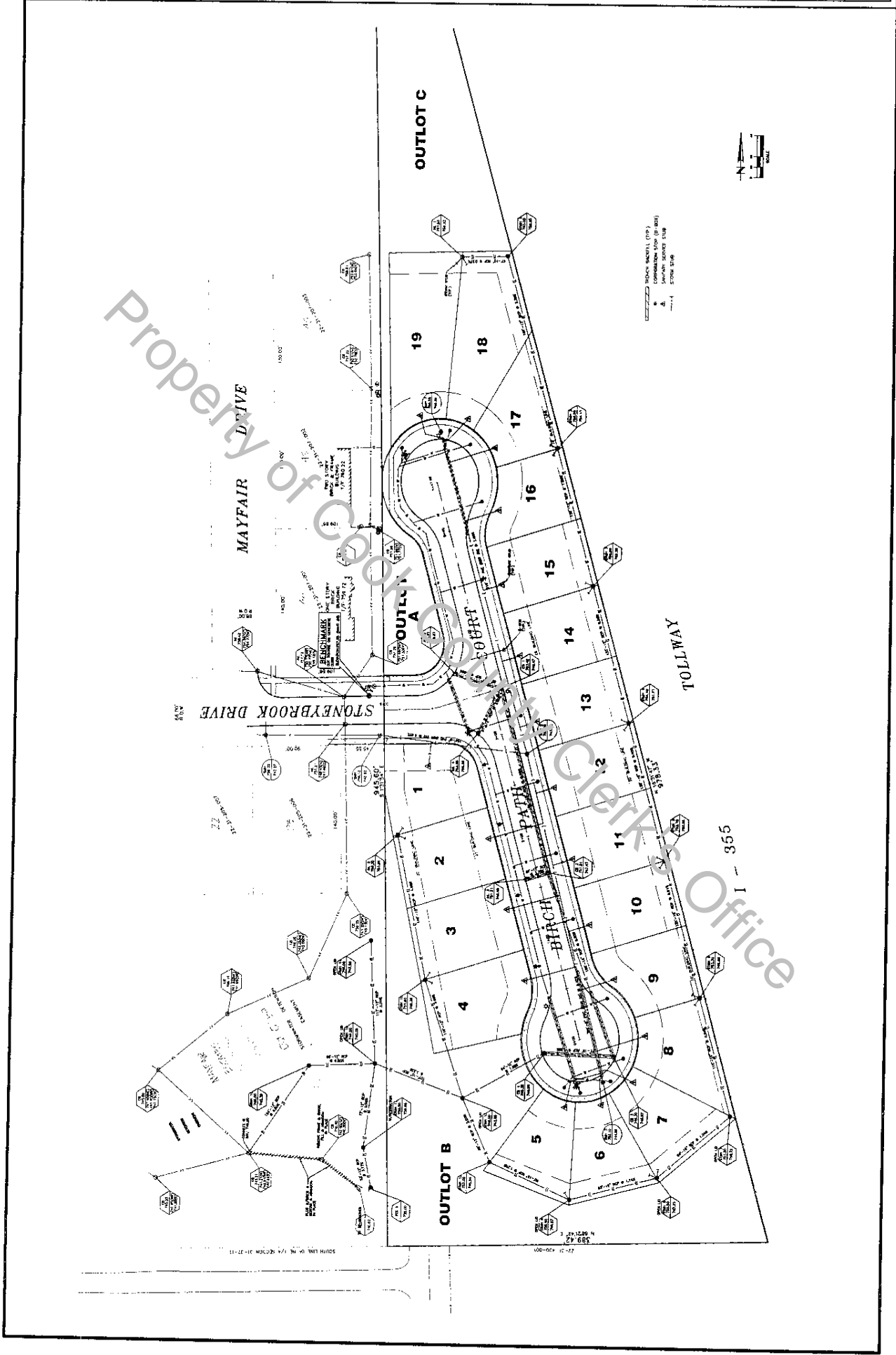
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DATE	REVISIONS	REV. BY
12/10/14	ISSUES FOR REVIEW	
6/11/14	WILKIE COMMENTS	
5/27/14	WILKIE COMMENTS	
5/27/14	LEGAL DESCRIPTION	
3/27/14	VILLAGE ATTORNEY COMMENTS	

LANDMARK

BRCH PATH RUD
 127TH & I-355, LEMONT, IL
 UTILITY PLAN

DATE: 12/10/14
 DESIGNED BY: GH
 CHECKED BY: ALL
 SHEET
 4 of 10
 13-04-001



Property of Cook County Office

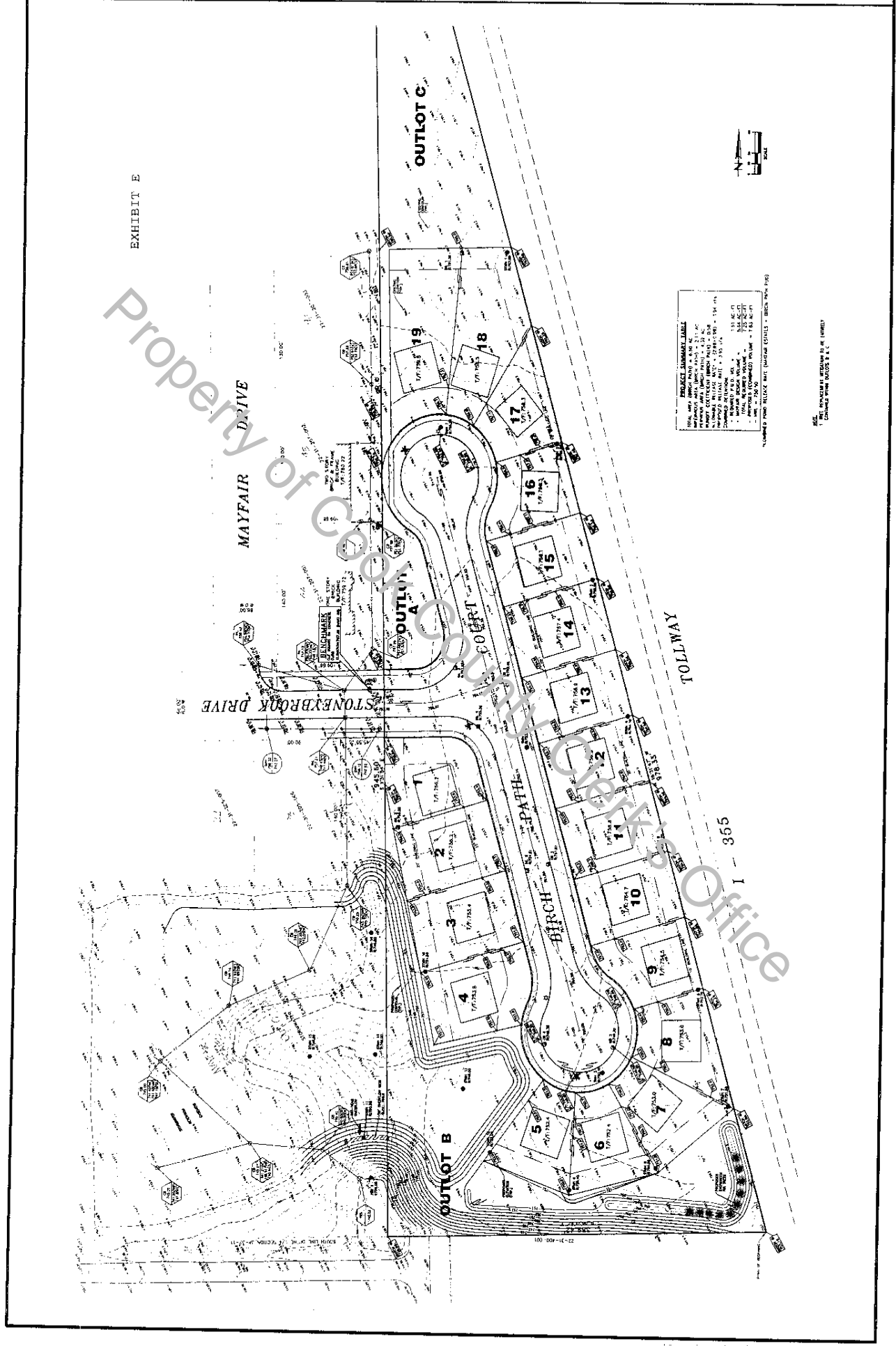
UNOFFICIAL COPY

DATE	REVISIONS	BY
3/10/14	ISSUED FOR REVIEW	
4/14/14	PLACED COMMENTS	
7/2/14	PLACED COMMENTS	
7/2/14	LEGAL DESCRIPTION	
7/2/14	VALUATION COMMENTS	
7/2/14	VALUATION ATTORNEY COMMENTS	

LANDMARK

BIRCH PATH P.U.D.
127TH & I-355, LEMONT, IL

DRAWN BY: T.C.
CHECKED BY: B.H.
DATE: 12-04-09
SHEET 5 of 10



Property of City of Chicago Planning Office

I - 355

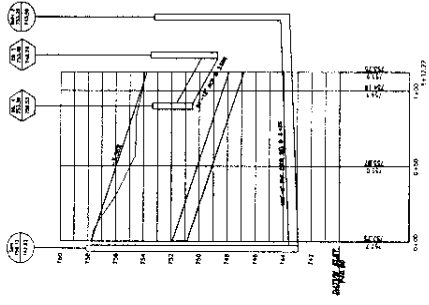
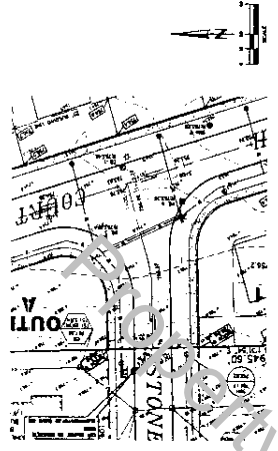
UNOFFICIAL COPY

DATE	1/19/14	ISSUED FOR REVIEW	T.C.
REVISIONS			
	1/21/14	VILLAGE COMMENTS	T.C.
	4/14/14	VILLAGE COMMENTS	T.C.
	5/5/14	VILLAGE COMMENTS	T.C.
	7/27/14	LEGAL DESCRIPTION	T.C.
	7/27/14	VILLAGE ATTORNEY COMMENTS	T.C.

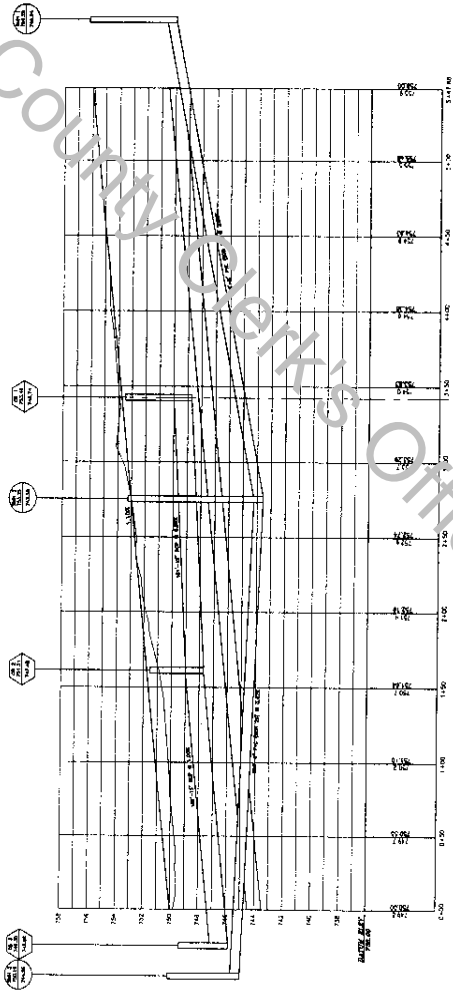
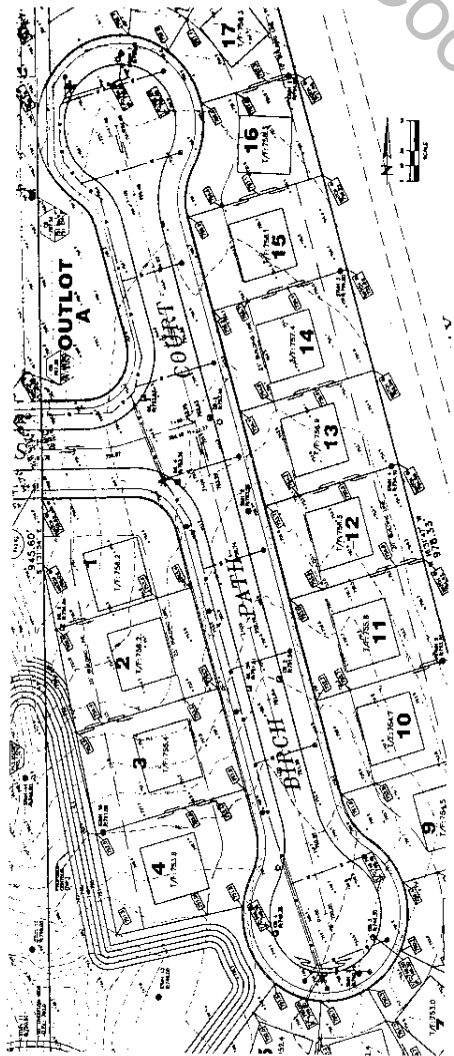
LANDMARK ENGINEERING LLC
1000 N. RICHMOND ST. SUITE 100
MOUNTAIN VIEW, IL 60055
TEL: (708) 581-0177
FAX: (708) 581-0178
PATTI PATRICH, P.E.
PAUL HILLS, CLERMONT ROBERTSON, P.E.

BIRCH PATH P.U.D.
127TH & I-355, LEMONT, IL
LAN & PATTI PATRICH, P.E.

DRAWN BY: T.G.
DESIGNED BY: B.H.
CHECKED BY: M.L.
SHEET
6 of 10
13-CG-001



STATION/GRAD/INCHES
DATE: 1/19/14

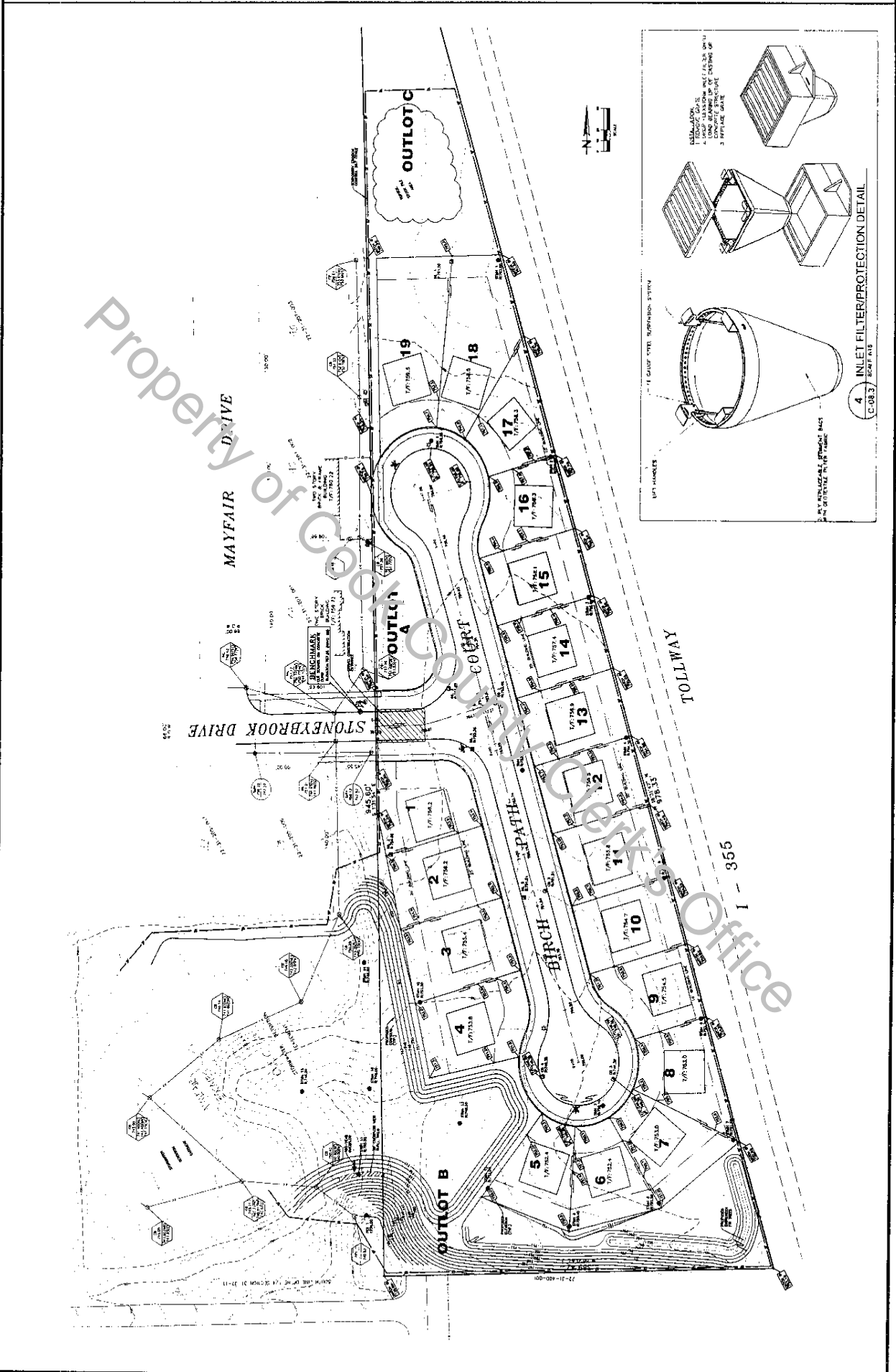


STATION/GRAD/INCHES
DATE: 1/19/14

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DATE	ISSUED FOR REVIEW	3/19/14	1.G.
DATE	ISSUED FOR REVIEW	4/14/14	1.G.
DATE	VILLAGE COMMENTS	5/5/14	1.G.
DATE	VILLAGE COMMENTS	7/2/14	1.G.
DATE	VILLAGE ATTORNEY COMMENTS	6/14	1.G.
LANDMARK ENGINEERING LLC 1000 WEST 1000 STREET SUITE 1000, WESTLAKE, CA 90913 PHONE: (310) 317-1111 FAX: (310) 317-1112 WWW.LANDMARK-ENG.COM			
BRCH PATH P.U.D. 127TH & I-355, LEMONT, IL EROSION CONTROL PLAN			
DRAWN BY:	TC	5/28/14	7 of 10
DESIGNED BY:	BN		
CHECKED BY:	HL		
13-02-001			



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<table border="1"> <tr><td>DATE</td><td>12/1/78</td></tr> <tr><td>ISSUED FOR REVIEW</td><td>12/1/78</td></tr> <tr><td>ISSUED COMMENTS</td><td>12/1/78</td></tr> <tr><td>REVISIONS</td><td>12/1/78</td></tr> </table>	DATE	12/1/78	ISSUED FOR REVIEW	12/1/78	ISSUED COMMENTS	12/1/78	REVISIONS	12/1/78	<p>LANDMARK</p> <p>LANDMARK ENGINEERING LTD. 1150 N. LAKEVIEW AVENUE DEPT. 1000 N. LAKEVIEW, IL 60064 TEL. (708) 588-1111</p>	<p>127TH & L-355, LEMONT, IL</p> <p>BIRCH PATH P.U.D.</p>	<p>DESIGNED BY: BHJ</p> <p>CHECKED BY: ALL</p> <p>DATE: 12/1/78</p> <p>SHEET: 9 of 10</p> <p>13-54-081</p>
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ISSUED COMMENTS	12/1/78										
REVISIONS	12/1/78										
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DATE	3/10/14	ISSUED FOR REVIEW
REVISIONS	4/11/14	WILADE COMMENTS
	5/27/14	LECAL DESIGNION
	5/27/14	WALMACE ATTORNEY COMMENTS

LANDMARK ENGINEERING LLC
7808 WEST 10200 STREET
MOUNDVILLE, ALABAMA 36688-1238
PHONE: (205) 981-1111
FAX: (205) 981-1112

BIRCH PATH P.L.L.C.
127TH & I-355, LEMONT, IL

PROJECT NO: 10
ISSUED BY: BVA
CHECKED BY: MLL
SHEET
10 of 10
15-061-001

MEDICAL NOTES:

1. ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF LANDMARK ENGINEERING LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF LANDMARK ENGINEERING LLC.
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STORM SEWER

1. THE STORM SEWER SYSTEM SHALL BE DESIGNED TO CARRY OFF ALL SURFACE WATER FROM THE PROJECT SITE AND ADJACENT AREAS TO THE EXISTING STORM SEWER SYSTEM OR TO A NEARBY WATERWAY.
2. THE STORM SEWER SYSTEM SHALL BE DESIGNED TO CARRY OFF ALL SURFACE WATER FROM THE PROJECT SITE AND ADJACENT AREAS TO THE EXISTING STORM SEWER SYSTEM OR TO A NEARBY WATERWAY.
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10. THE STORM SEWER SYSTEM SHALL BE DESIGNED TO CARRY OFF ALL SURFACE WATER FROM THE PROJECT SITE AND ADJACENT AREAS TO THE EXISTING STORM SEWER SYSTEM OR TO A NEARBY WATERWAY.

WATERWAYS

1. THE WATERWAYS SHALL BE PROTECTED AND MAINTAINED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND STANDARDS.
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GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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