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Edward M. Moody  
Cook County Recorder of Deeds  
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## COVER SHEET 2 OF 3

### DECLARATION OF CONSENT TO CREATION OF THE VILLAGE OF WILLOW SPRINGS SPECIAL SERVICE AREA NO. 1, THE ISSUANCE OF SPECIAL SERVICE AREA BONDS, AND THE IMPOSITION OF A SPECIAL TAX THEREIN

#### LEGAL DESCRIPTION:

##### PARCEL 3:

LOTS 13, 14, 15, 16, AND THAT PART OF LOT 12 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHERLY MOST CORNER OF SAID LOT 12, THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LOT 12, A DISTANCE OF 290 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF LOT 12, A DISTANCE OF 35 FEET; THENCE SOUTHEASTERLY 283.13 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF LOT 12 WHICH IS 40 FEET NORTHEASTERLY OF THE SOUTHERLY MOST CORNER OF LOT 12; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF LOT 12, A DISTANCE OF 40 FEET TO THE PLACE OF BEGINNING, ALL IN S. T. COOPER'S ADDITION TO WILLOW SPRINGS, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 23-05-201-019-0000  
23-05-201-020-0000  
23-05-201-021-0000  
23-05-201-022-0000  
23-05-201-045-0000

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Property of Cook County Clerk's Office

**DECLARATION OF CONSENT TO CREATION OF THE  
VILLAGE OF WILLOW SPRINGS SPECIAL SERVICE AREA  
NO. 1, THE ISSUANCE OF SPECIAL SERVICE AREA BONDS,  
AND THE IMPOSITION OF A SPECIAL TAX THEREIN**

**DATED: MARCH 30, 2020**

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## DECLARATION OF CONSENT TO CREATION OF THE VILLAGE OF WILLOW SPRINGS SPECIAL SERVICE AREA NO. 1, THE ISSUANCE OF SPECIAL SERVICE AREA BONDS, AND THE IMPOSITION OF A SPECIAL TAX THEREIN

THIS DECLARATION (the "Declaration") is made this 30<sup>th</sup> day of March, 2020 by Archer Avenue Development LLC (the "Declarant").

### RECITALS:

A. The Declarant owns fee simple title to a certain parcel of real estate located within the Village of Willow Springs (the "Village") legally described on Exhibit A attached hereto and made a part hereof (the "Property");

B. The Declarant desires that the Property be developed as a residential development to be known as Phase A of Willow Glen Redevelopment Project (the "Development") as generally described in Ordinance No. 2018-O-51. The Property is located in Village of Willow Springs Special Service Area No. 1 (the "Special Service Area") that is or will be benefited by certain special services, including, but not limited to new construction and maintenance of site improvements including grading, right-of-way improvements, roadways, parking areas, water service, sanitary sewer service, storm sewer service, and storm water retention; engineering services; architectural services; and other services necessary (the "Special Services");

C. In order to pay for all or part of the costs of the Special Services, the Village President and Board of Trustees passed Ordinance No. 2020-O-11 at a meeting held on March 30, 2020 (the "Establishing Ordinance"), which designated the Special Service Area as a special service area pursuant to Article VII, Section 7 of the Illinois Constitution and the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5, *et seq.* (the "SSA Law"), and which approved:

- (1) the creation of the SSA;
- (2) the levy or imposition of a tax levy in the SSA (the "Special Tax") in an amount not to exceed \$300,000 for special services for the initial year for which taxes will be levied with no maximum rate of taxes to be extended within the SSA in any year, and there is no maximum numbers of years taxes will be levied; and
- (3) the issuance of Bonds for providing special services in an amount not to exceed \$7,000,000 to be paid over not more than 35 years and bearing interest at a rate not to exceed 8% per annum, which Bonds, when so issued, shall be retired by the levy of *ad valorem* taxes, without limitation as to rate or amount, against all taxable property only in the SSA and shall not be a general obligation or liability of the Village; and

D. The Declarant, as the owner of the Property, and in consideration of the direct and indirect benefits the Special Services will confer on the Property, desires to submit the Property to the provisions of this Declaration.

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NOW, THEREFORE, the Declarant hereby declares that the Property is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions and restrictions hereinafter set forth.

## ARTICLE 1 DEFINITIONS

When used in this Declaration, the following words and terms shall have the following meanings:

- 1.1 "Bond Ordinance" shall mean Ordinance No. 2020-O-12 of the Village authorizing the issuance of special service area bonds to finance the costs of the Special Services.
- 1.2 "Bonds" means the \$7,000,000 Special Service Area No. 1 Unlimited *Ad Valorem* Tax Bonds, Series 2020, authorized by the Bond Ordinance.
- 1.3 "Declarant" is defined in the Recitals and includes its grantees, successors and assigns. Any such grantees, successors and assignees of the Declarant shall be deemed the same as the Declarant and shall be subject to the obligations imposed upon and the agreements, consents and waivers made by the Declarant as provided in this Declaration.
- 1.4 "Declaration" is defined in the Recitals.
- 1.5 "Development" is defined in the Recitals.
- 1.6 "Establishing Ordinance" is defined in the Recitals.
- 1.7 "Mortgage" shall mean either a Mortgage or Deed of Trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.
- 1.8 "Owner" shall mean and refer to the record owner, whether one or more persons, of fee simple title to any portion of the Property, including contract purchasers and sellers, but excluding those persons having such interest merely as security for the performance of an obligation unless such person takes title pursuant to the exercise of such security, whereupon such person would become an Owner. The term "Owner" shall include the Declarant to the extent the Declarant owns any portion of the Property and also includes the interest of the Declarant as contract seller of any portion of the Property.
- 1.9 "Parcel" shall mean a lot or parcel within the Property shown on a County tax parcel map with a parcel identification number assigned by the office of the Cook County Assessor or other authorized county official.
- 1.10 "Person" or "Persons" shall mean all natural individuals, corporations, partnerships, limited liability companies, trustees or other legal entities capable of holding title to real property.
- 1.11 "Property" is defined in the Recitals and is legally described on Exhibit A attached hereto and made a part hereof.

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- 1.12 "Special Services" is defined in the Recitals.
- 1.13 "Special Service Area" is defined in the Recitals.
- 1.14 "Special Tax" is defined in the Recitals.
- 1.15 "SSA Law" is defined in the Recitals.
- 1.16 "Village" is defined in the Recitals.

## ARTICLE 2

2.1 The above Recitals are incorporated into and made a part of this Agreement as though they were fully set forth in this Article 2.

2.2 In furtherance of the development of the Property:

(a) The Declarant desires for the Village to accomplish the financing contemplated by the Establishing Ordinance in order to provide funds for the construction of the Special Services; and

(b) By the imposition of the covenants, conditions and restrictions set forth herein and the reservation of certain powers as herein contained, the Declarant intends to facilitate the financing of the Special Services by the Village through the establishment of the Special Service Area pursuant to the Establishing Ordinance, the issuance of the Bonds pursuant to the Bond Ordinance, and the issuance of the Special Tax which enhance and protect the value of the Development.

## ARTICLE 3

3.1 The Special Tax may be levied by the Village in the Special Service Area to reimburse the Village for costs of maintenance of the Special Services which are not paid for or reimbursed by the Developer.

3.2 The Developer hereby waives any right under the provisions of Article 23 of Title 8 of the Property Tax Code (35 ILCS 200/1-1, *et seq.*) and under Division 4 of Article 16 of Title 5 of the Property Tax Code, to file a tax objection complaint, tax rate objection, certificate of error, or to file any action with respect to the assessed valuation of any of the Property, or the Special Tax, or the *ad valorem* tax levied to pay the principal and interest on the Bonds, but only if it would result in a refund of such taxes already extended by Cook County or paid to the Village imposed in the Special Service Area. In the event that such a complaint or action results in a reduction or refund of such taxes imposed by the Special Service Area, the Declarant agrees to pay such amount to the Village within 14 days of the issuance of the reduction or refund. A complaint filed as to the assessed valuation of property with the Cook County Assessor's Office or the Cook County Board of Review is permitted, as long as it does not result in a refund of taxes already extended by Cook County for the Special Service Area. It is the intention of the Village and the

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Declarant that the Village will receive the full amount of the Special Tax and the *ad valorem* tax levied for the payment of principal and interest on the Bonds.

## ARTICLE 4

4.1 To further the general purposes herein expressed, the Declarant, its grantees, successors and assigns, hereby declares that the Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions set forth in this Declaration.

4.2 The Declarant hereby acknowledges and agrees that the Special Tax authorized by the Establishing Ordinance and the *ad valorem* tax levied to pay the principal and interest on the Bonds which will be levied and will be collected on a yearly basis, gives rise to a lien on the Property that, if not paid as and when required, may result eventually in a foreclosure of the lien and sale of a portion of the Property to the extent the Special Tax or tax levied to pay the debt service on the Bonds for any such portion of the Property is not paid as and when due.

The Declarant, as title holder of all of the Property: (i) hereby expressly consents to the passage of the Establishing Ordinance and the Bond Ordinance and the establishment of the Special Service Area as a special service area under the terms of the SSA Law subject to the Special Tax to pay for the Special Services and related costs; (ii) hereby waives the 60-day objection period to the establishment of the Special Service Area set forth in Section 27-55 of the SSA Law; and (iii) hereby expressly acknowledges that the Establishing Ordinance and the Bond Ordinance were in all respects passed in conformity with the requirements of the SSA Law and all other legal requirements. The Declarant, its grantees, successors and assigns and for all grantees, successors and assigns of any of its grantees, successors and assigns, hereby waives for itself and for all such grantees, successors and assigns, all objections of any variety to the validity of the Establishing Ordinance, the Bond Ordinance, the Bonds, and the Special Tax established under the Establishing Ordinance and the Bond Ordinance including, without limitation, any objection to: the advertisements, notices, hearings or actions provided or taken in connection with the passage of the Establishing Ordinance and the Bond Ordinance or otherwise, the designation of the Property as a Special Service Area pursuant to the SSA Law; and the findings in the Establishing Ordinance and the Bond Ordinance that the Special Services confer a special service benefit on the Property and that the Special Services are of the type that may be financed under the SSA Law.

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## ARTICLE 5

5.1 The covenants, conditions and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Village, the Declarant, the Owner of any Parcel or other portion of the Property, and each of their respective grantees, successors and assignees for a term ending one year after the final maturity date of the Bonds issued pursuant to the Bond Ordinance; provided, however, that such covenants, conditions and restrictions may be terminated in their entirety at any time by recording in the Office of the Recorder of Deeds of Cook County, Illinois, an agreement to that effect executed by the Village and the owners of all of the Property, which agreement shall provide that such covenants, conditions and restrictions shall terminate as of a date set forth in such agreement and recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

5.2 Each grantee, successor and assign of the Declarant by taking title to any portion of the Property and each purchaser under any contract for a deed of conveyance pursuant to which such grantee will take title to any portion of the Property, hereby is deemed to accept such title subject to all covenants, conditions and restrictions of this Declaration and the jurisdiction, rights and powers created and reserved by this Declaration, and all rights and impositions and obligations hereby imposed, including, without limitation, the Special Tax levied pursuant to the Establishing Ordinance and the Bond Ordinance, all of which shall be deemed and taken to be covenants running with the land, and which shall bind any person having at any time any interest or estate in such land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any Mortgage, and the rights described in this Section or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Parcel or any portion thereof or any other portion of the Property as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

5.3 The Declarant further states that the provisions of Section 27-55a of the SSA Law are inapplicable to this Special Service Area, the Bonds and the Special Tax.

5.4 The provisions of this Declaration shall be liberally construed to effectuate the purposes of the Special Service Area, the issuance of the Bonds, the levy of *ad valorem* taxes to pay the principal and interest thereon, and the levy and collection of the Special Tax, all as provided in the Establishing Ordinance and the Bond Ordinance.

5.5 The singular shall include the plural wherever this Declaration so requires. If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

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IN WITNESS WHEREOF, the Declarant has executed and delivered this Declaration as of the date first written above.

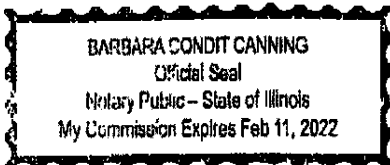
ARCHER AVENUE DEVELOPMENT LLC,  
An Illinois Limited Liability Company


  
\_\_\_\_\_  
Patrick J. Curran, Manager

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK    )

I, Barbara Condit Canning - Notary Public in and for such County and State aforesaid do hereby certify that Patrick J. Curran, personally known to me to be the Manager of Archer Avenue Development LLC, whose name is subscribed to the foregoing Declaration, appeared before me this day in person and acknowledged that as such he signed and delivered the foregoing Declaration, and whose name is subscribed to the foregoing Declaration as his free and voluntary act, and as the free and voluntary act and deed of Archer Avenue Development LLC for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 30<sup>th</sup> day of March, 2020.



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

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