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STATE OF ILLINOIS)

COUNTY OF COOK)

COUNTY OF WILL)

CLERK'S CERTIFICATE

#40.00

I, FRANK W. GERMAN, JR., the duly elected qualified, and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of Preannexation agreement - Gray Properties entered into by the Village Board on June 2, 1987.

I DO FURTHER CERTIFY that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Tinley Park, this 16th day of July, 1987.

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

1987 JUN 21 PM 1:42

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MAIL TO:
M. M. SIMPSON
77 W. WASHINGTON
SUITE 818
CHICAGO, IL 60641

BOX 333-HV

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TO: [Illegible]

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PREANNEXATION AGREEMENT - GRAY PROPERTIES

1. This Agreement entered into this 2ND day of JUNE, 1987, by and between the VILLAGE OF TINLEY PARK, Illinois, a municipal corporation (hereinafter referred to as the "Village"); and Gray Properties, an Illinois Partnership, and James F. Gray, Collin W. Gray and Mary Ann Kirn, individually and as the sole partners of said partnership (hereinafter collectively referred to as the "Owner"); and MSS Management Company, an Illinois corporation (and subsidiary of Nagel and Nagel, Inc.) and Nagel and Nagel, Inc. an Illinois corporation, (hereinafter collectively referred to as "MSS"); and CHICAGO TITLE TRUST COMPANY as Trustee under Trust Number 1090041 dated JUNE 2, 1987, (hereinafter referred to as "Trustee"), and Walter Gordon Walker, the sole beneficiary of said Trust, whose residential address is 110 MULBERRY CT., CRETE, IL, 60417 (hereinafter referred to as "Walker").

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

The North 650 feet, except that part deeded to the Commonwealth Edison Company, of the West one half (1/2) of the Northeast one quarter (1/4) of Section 23, Township 36 North, Range 12 East of the Third Principal Meridian in Orland Township, Cook County, Illinois. 27-23-200-003-0000 *JW*

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

3. The Subject Property is located in the unincorporated portion of Cook County, Illinois, at the southeast corner of 159th Street and 84th Avenue, and is bounded generally by 159th Street on the north, Commonwealth Edison Company Right-of-way on the east, 84th Avenue on the west, and extending approximately 650 feet to the south of 159th Street. The Subject Property contains approximately 15.63 acres and is contiguous with the Village of Tinley Park.

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4. Legal title to the Subject Property is vested in Gray Properties, an Illinois partnership.

5. The Village of Tinley Park is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

RECITALS:

1. The parties hereto, being the Village, the Owner, MSS and Walker desire that the Subject Property be annexed to the Village, subject to the terms and conditions as hereinafter set forth and that the Subject Property be developed in the manner as set forth in this Agreement under the B-5 Automotive Service District provisions of the Tinley Park Zoning Ordinance, and additional uses as more fully hereinafter provided, or pursuant to variations from such Ordinance as set forth herein.

2. Owner has petitioned the Village for annexation of the Subject Property to the Village, and for rezoning of the property as indicated below.

3. The parties hereto have fully complied with all relevant statutes of the State of Illinois and ordinances of the Village with respect to annexation, including the filing of a petition by Owner requesting annexation of the Subject Property and zoning of the Subject Property to enable development as herein provided. The Village has caused the issuance of proper notice and the conduct of all hearings by all necessary governmental entities to effectuate such annexation, and rezoning, including hearings by the Long Range Plan Commission, the Zoning Board of Appeals, and the Board of Trustees of the Village as are necessary to effectuate the plan of development herein set forth.

4. All reports by all relevant governmental entities have been submitted enabling appropriate action by the Village Board

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of Trustees to achieve the following:

- (a) Adoption and execution of this Agreement by resolution;
- (b) Enactment of an annexation ordinance annexing the Subject Property to the Village;
- (c) Adoption of such ordinances as are necessary to effectuate the terms and provisions of this Agreement, including the classification of the Subject Property for purposes of zoning pursuant to the terms and conditions of this Agreement;
- (d) The adoption of such other ordinances, resolutions and actions as may be necessary to fulfill and implement this Agreement pursuant to the terms and conditions herein contained.

5. The Subject Property is not within a library district, nor a fire protection district, nor are any roads on the Subject Property under the jurisdiction of a township.

6. The parties hereto have determined that it is in the best interests of the Village, MSS, Walker and the Owner and in furtherance of the public health, safety, comfort, morals and welfare of the community to execute and implement this Agreement and that such implementation of this Agreement and development of the Subject Property pursuant to its terms and conditions will constitute an improvement of the tax base of the Village, be in implementation of the comprehensive plan of the Village, and will constitute a preservation of environmental values.

SECTION ONE: Annexation

The Owner has filed a petition for annexation of the Subject Property to the Village pursuant to statute in such cases made and provided. The Village has by execution of this Agreement manifested its intention to annex the Subject Property pursuant to the terms and conditions of this Agreement.

Subject to the provisions of Chapter 24, Article 7, of the Illinois Revised Statutes, and such other statutory provisions as may be relevant and the Home Rule powers of the Village, the Village shall by proper resolution and ordinance, cause approval and execution of this Agreement and immediately thereafter cause the Subject Property to be annexed to the Village. Also the

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Village, upon annexation, shall within two (2) weeks thereafter adopt all ordinances respecting the zoning and use and development of the Subject Property as herein provided. A plat of annexation of the Subject Property is attached hereto as EXHIBIT 1. The new boundary of the Village resulting from such annexation shall extend to the far side of any adjacent highway and shall include all of every highway within the area so annexed.

Upon the execution of this Agreement, the Owner, Walker and MSS shall do all things necessary and proper to carry out and perform the terms, conditions and provisions of this Agreement and effectuate the annexation of the Subject Property to the Village, and to aid and assist the Village to do the same.

The Village shall also take all actions necessary to carry out and perform the terms and conditions of this Agreement and to effectuate the annexation of the Subject Property to the Village.

SECTION TWO: Zoning, Plan Approval
and Design Standards.

A. Zoning, Subdivision and Variations.

1. The Village, upon annexation and necessary hearings before the relevant governmental bodies having taken place pursuant to statute and ordinances in such cases made and provided and pursuant to requisite notice having been given, shall by proper ordinance cause the Subject Property to be classified under the Zoning Ordinance of the Village as B-5 Automotive Service District.

2. Owner has subdivided the Subject Property into six (6) lots in accordance with the Plat of Subdivision attached hereto and hereby made a part hereof as EXHIBIT 2, as the same may be revised and approved by the Village, which Plat is entitled "Gray Properties 159th Street Commercial Subdivision" and dated as last revised on May, 5, 1987 and which has been prepared by Marvin R. Stonelake, Registered Land Surveyor (hereinafter referred to as the "Plat"). The parties hereto

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acknowledge that the Plat has been reviewed and approved by the Village in accordance with its Subdivision Regulations Ordinance, and that such Plat may be recorded once all accompanying supporting documents have been provided to the Village.

3. It is understood that, except for the MSS portion of the Subject Property (Lot 6) and one part of the Walker portion (Lot 1), there is no specific plan for development of the remainder of the Subject Property.

Owner, with respect to Lots 3, 4 and 5, and Walker and Trustee with respect to Lot 2, agree that any proposed development of the remainder of the Subject Property shall comply fully with a specific site plan or plans, including landscape plans, which subsequent site and landscape plan or plans shall be subject to the approval of the Village consistent with the then current Village ordinances. It is agreed that any use, except those specifically excluded below, allowed in the B-5 Automotive Service District will be allowed. In addition, restaurants, banks and financial institutions, furniture and home furnishing stores, and general and professional offices shall be allowed. However, the Village shall retain the right to approve the number and height of buildings and location of detention/retention facilities and other proposed public improvements on said remainder of the the Subject Property consistent with the then current Village ordinances. The specific uses which shall not be allowed are boat dealers, camper sales and rentals, mobile home dealers, outdoors sales lots, used car lots (used car sales incidental to the business of a new car dealership are permitted), automobile body shops (except when such are part of a new car dealership they are permitted) and towing services (except when such are part of a new car dealership they are permitted).

B. MSS Development - Standards.

It is recognized that MSS proposes to develop Lot 6

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of the Subject Property, which portion is legally described on EXHIBIT 3 attached hereto and hereby made a part hereof. Such development is for a self-storage facility, which shall be developed substantially in accordance with the plan appended hereto and incorporated herein as EXHIBIT 4 entitled "Metro Self-Storage Facility-Tinley Park, Illinois" prepared by Design Alliance Architects dated November 4, 1986 and last revised as of May 29, 1987, which plan has been reviewed and approved by the Village and all relevant departments (except the Building Department) and commissions of the Village, including the Fire Department, Zoning Board of Appeals, Long Range Planning Commission and the Village Board of Trustees (a building permit has not yet been applied for). MSS shall develop its portion of the Subject Property as described on EXHIBIT 3 in accordance with the site plan set forth on EXHIBIT 4 as approved by the Village or as subsequently amended by MSS and approved by the Village, and also shall landscape its portion of the Subject Property in accordance with the landscape plan submitted to and approved by the Village and which is attached as part of EXHIBIT 4. Such landscaping shall be on the immediately adjacent Lots 4 and 5 on the easements on said Lots 4 and 5 provided immediately adjacent to said Lot 6, and on the rear 10 feet of said Lot 6. MSS agrees to continuously maintain all such landscaping, and to replace any dead or dying trees or other plantings, with such replacement trees or plantings to be of similar species, size and quality as the original trees and plantings.

The office facility and residence for the manager shall be wood framed with 4-inch (4") brick veneer. The five storage buildings will be constructed of split faced concrete block, and no metal siding shall be permitted except that metal doors and metal closure panels above the doors for the storage units will be permitted. The parties acknowledge that the dimensions and

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placement of all buildings, and the placement and number of fire hydrants, as shown in EXHIBIT 4, meet the Village's turning radius and fire hydrant requirements and satisfy the requirements of the letter of March 9, 1987 to the Long Range Planning Commission from Edward Brauer, Fire Prevention Officer. The buildings shall be designed and constructed in compliance with the architectural drawings attached hereto and hereby made a part hereof as EXHIBIT 5. The following provisions also shall apply to all construction on Lot 6:

- 1) No sprinklers will be required in any of the buildings. A variance from the regulations of the Building Code of the Village will be granted to permit such. However, masonry fire walls shall be required for all buildings in excess of 7500 square feet, such fire walls to be located as required by the Tinley Park Volunteer Fire Department, and which fire walls shall extend through the roof with parapets. All buildings also shall be protected with a rate of rise detector alarm system tied into an enunciator panel.
 - 2) There shall be no storage of any flammable materials of any kind whatsoever in any of the buildings.
 - 3) The maximum size of each individual storage unit will be 600 square feet with the typical or normal storage unit to be approximately 100 square feet to 150 square feet in size.
 - 4) No work of any kind whatsoever will be allowed on any automobiles on this portion of the Subject Property or within any of the buildings.
 - 5) No work of any kind whatsoever will be permitted within the individual storage units.
 - 6) There shall be no sale of goods within any particular storage unit and there shall be no sale of goods whatsoever from the premises except when necessary by management, but any such sale by management will not be conducted in any driveway areas. Sales by customers of MSS shall be totally prohibited.
 - 7) There shall be no outside storage of any materials or property of any kind whatsoever.
 - 8) All leases entered for any of the storage units shall include provisions consistent with the provisions of items 2 through 7 above and binding upon the lessees thereunder.
 - 9) The buildings on the MSS portion may be constructed up to the east and west boundary lines on Lot 6, and the south boundary set back shall be 10 feet.
- C. Walker Development - Standards.

It is recognized that Walker proposes to develop Lots 1

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and 2 on the attached EXHIBIT 2, with Lot 1 being developed for a Hyundai new car dealership in accordance with the site plan attached hereto and hereby made a part hereof as EXHIBIT 6, which site plan is entitled "Bauer Hyundai" and dated as last revised on _____, and which was prepared by J. Palmer and Associates (hereinafter referred to as the "Walker Site Plan"), which plan has been reviewed and approved by the Village and all relevant departments (except the Building Department) and commissions of the Village, including the Fire Department, Zoning Board of Appeals, Long Range Planning Commission and the Village Board of Trustees (a building permit has not yet been applied for). Walker agrees to develop said Lot 1 substantially in accordance with said Walker Site Plan, or as the same may be subsequently amended and approved by the Village, and also shall landscape Lot 1 in accordance with the landscape plan submitted to and approved by the Village.

It is further recognized that the Village does not permit any unpaved areas to the rear of the proposed car dealership building on Lot 1. However, the Village shall permit Walker to delay the pavement of the area proposed for only an initial gravel surface, provided, however, such pavement shall be installed no later than October 31, 1989.

It is further recognized that Walker (or his successor) proposes to develop Lot 2 for another new car dealership, and Village hereby agrees that such use or any other use allowed under this Agreement is permitted, but both parties further recognize that the development of said Lot 2 shall be governed by the provisions of Section Two, A, 3 of this Agreement.

SECTION THREE: Utility Recapture and Street Fund Contributions.

A. In accordance with the Village's policy of providing recapture to the Village or developers who have extended and/or oversized sewer, water, and other utilities or public improvements beyond their territory to serve other territories,

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and particularly, the territory to be annexed to the Village by this Agreement, Owner shall pay to the Village all sums of money due to the Village or other developers who are entitled to recapture for extending and/or oversizing utilities or public improvements, to serve the Subject Property in accordance with the schedule set forth below.

1. The following recaptures, which include all interest, shall be paid upon passage and approval of this Agreement:

<u>Recaptures</u>	<u>Total Amount Due*</u>
<u>Lift Station</u>	
171st Street and 80th Avenue (\$666.39 per gross acre)	\$10,423.02
<u>Sanitary Sewer</u>	
Clearview 10" Sanitary Sewer	10,545.45
Hartz Lift Station - 153rd Street and 80th Avenue (\$1,155.03 per gross acre)	18,053.12
<u>Water</u>	
84th Avenue 12" Water Main (\$286.40 per gross acre)	4,476.43
159th Street 12" Water Main (\$679.79 per gross acre)	<u>10,625.12</u>
TOTAL AMOUNT DUE ON ANNEXATION	<u>\$54,123.14</u>

*Includes applicable interest.

SECTION FOUR: Contributions.

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

	<u>Per Permit</u>
Water Construction Fund	\$300.00
Sewer Construction Fund	\$100.00
Tinley Park Volunteer Fire Dept.	\$ 50.00
E.S.D.A. Siren System	\$ 15.00

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SECTION FIVE: Storm Water Retention.

A. Each separate use located on the Subject Property shall provide its own separate detention/retention in accordance with the standards, rules and regulations of the Metropolitan Sanitary District of Greater Chicago, and in accordance with engineering plans approved by the Village (and the Village acknowledges that such plans for Lots 1 and 6 have been approved), and an exception to the Village's central detention/retention policy is hereby granted to allow such. Each separate user shall maintain its own such separate retention/detention facilities in accordance with Village standards and to assure that such facilities continue to function properly as originally planned. Even though such maintenance is the responsibility of the individual user, the Village shall be granted a perpetual easement for ingress and egress to such facilities at a location approved by the Village and for the purpose of maintaining and/or repairing any such facilities. It is specifically acknowledged that the Village has no duty to so maintain and/or repair any such facilities, and that the Village has total discretion, at its sole option, to do any such work. If the Village elects to do any such work, the Owner and/or the owner or lessee of the particular parcel on which the work is done shall be required to reimburse the Village for its costs in connection with such work, and if such reimbursement is not made, the Village shall have the additional right to record a lien against such parcel for such costs. Owner shall record covenants and restrictions containing these provisions, which declaration will be in a form and substance satisfactory to the Village, or shall declare such covenants and restrictions as a part of and on the face of the Plat of Subdivision attached as EXHIBIT 2.

Prior to the issuance of any occupancy permits for any portion of the Subject Property, Owner, MSS and Walker shall also construct and install a storm sewer along the entire width

of the Subject Property along 159th Street in a location approved by the Village and in accordance with engineering plans approved by the Village.

SECTION SIX: Easements.

The Owner agrees to grant and/or obtain at the time of approval of this Annexation Agreement all necessary easements to the Village for the extension of sanitary and storm sewers, water, or other utilities, landscaping, or for other improvements which may serve the Subject Property. Such easements shall be in a form and substance approved by the Village. It shall be the responsibility of the Owner to obtain all easements necessary to serve the Subject Property, with the Village being a named grantee in each such easement. Owner shall specifically grant a 20 feet wide easement for the benefit of MSF and the Village for sanitary sewer, water and landscaping purposes along the eastern boundary of Lot 4 as it abuts Lot 6 and along the entire southern boundary of Lot 5, and a 10 feet wide easement for the benefit of MSS and the Village for said purposes along the entire eastern boundary of Lot 5.

SECTION SEVEN: Developmental Codes and Ordinances and General Matters.

The development of the Subject Property annexed and of each lot respectively encompassed by this Agreement shall be in accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist on the date each respective permit for development of each lot is issued, except as otherwise provided for in this Agreement. Planning and engineering designs and standards, and road construction and dedication of public improvements, shall be in accordance with the then existing ordinances of the Village or in accordance with the statutes and regulations of other governmental agencies having jurisdiction thereof if such standards are more stringent than those of the Village of Tinley Park at such time. Notwithstanding anything

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herein to the contrary, all rights-of-way and perpetual easement for detention facilities as set forth on EXHIBIT 2 shall be dedicated or conveyed at the time of the approval of the first plat of subdivision of the Subject Property, or any portion thereof.

SECTION EIGHT: Dedication of Streets; Sidewalks.

At the time of annexation, Owner shall dedicate along the entire western boundary line of the Subject Property a right-of-way of 50 feet in width for 84th Avenue.

Walker shall be required to widen 84th Avenue for the full length of 84th Avenue adjacent to the Subject Property in accordance with all Village and Cook County standards and engineering plans approved by the Village. Such street widening shall be constructed by Walker by the time 84th Avenue is constructed adjacent to the property immediately to the south of the Subject Property or November 15, 1987, whichever is later. Walker shall be entitled to an occupancy and building permit (provided Walker meets all the requirements of the applicable ordinances of the Village and this Agreement) before such construction of 84th Avenue and the sidewalks adjacent thereto (see the next paragraph) is completed, provided that such construction has commenced and further provided Developer has deposited with the Village an irrevocable letter of credit in such amount and form as approved by the Village in order to guaranty that such construction is satisfactorily and timely completed. Until completion of the street and its acceptance by Cook County, Walker shall be responsible for keeping the street free from mud and construction debris and for repair of damages to the street caused by construction traffic.

Walker shall also construct a five feet wide concrete sidewalk along the entire length of the Subject Property adjacent to 84th Avenue and a six feet wide concrete sidewalk along the entire width of said Lots 1 and 2 adjacent to 159th Street, which

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construction shall be in full compliance with all Village standards and engineering plans approved by the Village and Cook County, and such construction for the sidewalk on Lot 1 shall occur no later than concurrently with the time 84th Avenue is widened pursuant to the provisions of the immediately preceding paragraph of this Section, and such construction for the sidewalk on Lot 2 shall be done at the time a building permit is issued for the construction of a building on said Lot 2.

Furthermore, if the Village establishes a network of sidewalks along the south side of 159th Street from 80th Avenue to 84th Avenue by the adoption of a resolution providing for the same and by causing the construction of such a sidewalk network on the remaining properties between 80th Avenue and 84th Avenue on the south side of 159th Street, then the owners of each remaining individual lot on the Subject Property will be required to construct six feet wide concrete sidewalks on their own particular property in full compliance with all Village standards and engineering plans approved by the Village. The Village acknowledges that except as set forth in this Section Eight no other dedications for public streets or sidewalks are required.

SECTION NINE: Water Supply.

Owner, MSS and Walker shall be required to construct at their expense all necessary water mains to service the Subject Property in accordance with the Subdivision Regulations Ordinance of the Village and engineering plans approved by the Village, including eventual complete looping of the water system as required by the Village in accordance with final engineering plans approved by the Village. Walker agrees prior to the issuance of any occupancy permit for his property to construct and install a six inch water main at his expense from the existing Village water main on the West side of 84th Avenue to the far eastern portion of the property owned or to be owned by him and identified as Lot 1 on EXHIBIT 2, and to extend such six

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inch water main to the east boundary of Lot 2 once a building permit has been issued for any proposed building on said Lot 2. MSS agrees prior to the issuance of any occupancy permit for its property to construct and install a six inch water main in the 20 foot easement on the eastern boundary of Lot 4 and the southern boundary of Lot 5 and the 10 foot easement on the eastern boundary of Lot 5 from the southern end of the Subject Property to 159th Street. Owner agrees to construct and install, or have constructed and installed by any lot purchasers, a six inch water main along the rear of Lots 3 and 4 from the MSS water line to the west boundary of Lot 3 no later than the time each lot is developed. No occupancy permit will be issued for either lot until the water to the rear of such lot has been constructed and installed in accordance with all Village standards and engineering plans approved by the Village. The aforementioned six inch water mains shall be constructed and installed in the locations designated and approved by the Village in accordance with all Village standards. It is recognized and agreed to by Owner, Walker and MSS that an occupancy permit for a particular lot shall not be issued for any buildings on any such lot until the water main to be constructed for such particular lot (i.e. to the rear of Lots 1, 2, 3, 4 and 5 for such lots, and in the case of MSS, in the above-indicated 20 foot wide easement along the eastern boundary of Lot 4 as it abuts Lot 6 and the entire southern boundary of Lot 5, and the 10 foot wide easement along the entire eastern boundary of Lot 5), is completed. Walker will be allowed to connect to either the existing Village water main in 159th Street or in 84th Avenue.

The Owner shall grant to the Village the easements for all water mains to service the Subject Property prior to the construction of any water mains.

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SECTION TEN: Sanitary Sewers and Treatment.

Owner shall be required to construct at its expense all necessary sanitary sewer mains to service the Subject Property in accordance with the Subdivision Regulations Ordinance of the Village and engineering plans previously approved by the Village and the MSD dated September 19, 1986 by Derbas Smith and Associates, Consulting Engineer, including the installation of a sanitary sewer along the rear of the Subject Property from 84th Avenue east to the 20 foot water and sanitary sewer easement on the eastern boundary of Lot 4, and then running north to the southern boundary of Lot 5, and MSS will complete construction of such sanitary sewer in said easement by running it east in the 20 foot wide easement on the southern boundary of Lot 5 to the eastern boundary of Lot 5 and then east into Lot 6.

SECTION ELEVEN: Utilities.

All electricity, telephone, cable television and gas lines shall be provided and installed underground, the location of which underground utilities shall be at the Owner's, MSS's and Walker's option.

SECTION TWELVE: Binding Effect and Term and Covenants Running with the Land.

This Agreement shall be binding upon (to the extent each is obligated hereunder) and inure to the benefit of the parties hereto (to the extent each is to benefit), successor owners of record of the Subject Property, or any portions thereof assignees, lessees and upon any successor municipal authorities of said Village and successor municipalities, for a period of twenty (20) years from the date of execution hereof and any extended time that may be agreed to by amendment.

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

The terms and conditions of this Agreement relative to the payment of monies to the various Village recapture funds,

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approval of site plans, contributions to the Village, granting of easements to the Village or other parties to this Agreement, providing of public improvements, maintenance of detention/retention facilities, dedication of rights-of-way to the Village and the developmental standards established herein shall constitute covenants which shall run with the land.

SECTION THIRTEEN: Notices.

Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Village President
Village Hall
Tinley Park, Illinois 60477
2. Village Clerk
Village Hall
Tinley Park, Illinois 60477
3. Klein, Thorpe and Jenkins, Ltd.
180 North La Salle Street
Chicago, Illinois 60601
Attention: Terrence M. Barnicle

For the Owner:

1. Gray Properties
7350 West Duvan Drive
Tinley Park, Illinois 60477
Attention: Mr. Collin W. Gray
2. Harry E. De Bruyn
De Bruyn, Lockie, Voorn & Taylor, Ltd.
12000 South Harlem Avenue
Palos Heights, Illinois 60463

For MSS:

1. C/O Nagel and Nagel, Inc.
13000 West Route 176
Lake Bluff, Illinois 60044
Attention: Matthew M. Nagel
2. Joseph E. Doyle
Sonnenschein, Carlin, Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60606

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For Walker:

1. Manliff M. Simpson
Simpson, Cybak & Torres
77 West Washington Street
Suite 818
Chicago, Illinois 60602
2. Donald I. Bettenhausen
Attorney at Law
17500 South Oak Park Avenue
Suite 202
Tinley Park, Illinois 60477

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

SECTION FOURTEEN: Signs.

Any automobile dealership constructed on the Subject Property shall be entitled to construct a sign or signs proportionately equal in height and size to the signs already constructed on the existing car dealerships in the area and within the Village (but shall otherwise fully comply with all Village requirements relating to signs). The height and size and setback of such signs shall be proportionate to such other dealerships' signs based upon the frontage of the parcel on 159th Street compared to the frontage of the existing car dealerships on 159th Street (e.g. if the parcel has 1/2 the amount of frontage on 159th Street that the existing car dealerships have, it will be entitled to signage equivalent to 50% of the signage of the existing dealerships). The Village acknowledges that the sign set forth on EXHIBIT 6 meets such requirements for Lot 1. All other signs on the Subject Property shall comply fully with all Village requirements relating to signs. Village acknowledges that the signs set forth on EXHIBIT 4 meet such requirements.

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

A. To Effective Date of Agreement.

The Owner and Walker concurrently with annexation and zoning of the property or so much thereof as required, shall

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reimburse the Village for the following reasonable expenses incurred in the preparation and review of this Agreement, and any ordinances, letters of credit, plats, easements or other documents relating to the Subject Property:

1. The costs incurred by the Village for engineering services; and
2. All attorneys' fees incurred by the Village; and
3. Miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

All expense of the Village incurred by virtue of the Village Engineer's review of the engineering plans of Owner, MSS and Walker shall be reimbursed by the respective parties for their separate reviews. All expense incurred by the Village by virtue of the Village Engineer's review of this Preannexation Agreement shall be reimbursed two-thirds by Owner and one-third by Walker.

All expense incurred by the Village by virtue of the Village Attorney's preparation of this Preannexation Agreement and all other related matters prior to signing of this Agreement shall be reimbursed two-thirds by Owner and one-third by Walker to the extent the billing of the Village Attorney does not indicate billing to one particular party or the other.

B. From and After Effective Date of Agreement.

Except as provided in the paragraph immediately following this paragraph, upon demand by Village made by and through its President, Owner, MSS and Walker from time to time shall promptly reimburse Village for all reasonable expenses and costs incurred by Village in the administration of the Agreement, including engineering fees, attorneys' fees and out of pocket expenses involving various and sundry matters such as, but not limited to, preparation and publication, if any, of all notices, resolutions, ordinances and other documents required hereunder, and the negotiation and preparation of letters of credit and escrow agreements to be entered into as security for the completion of land improvements.

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For all expense incurred by the Village after the signing of this Agreement by virtue of services performed by either the Village Engineer or Village Attorney, such expense shall be reimbursed to the Village as follows:

- (a) For all routine services, one-third by MSS, one-third by Walker and one-third by Owner.
- (b) For all non-routine services (what constitutes a "non-routine" service shall be as determined by the Village after consultation with Owner, MSS and Walker), such expense shall be reimbursed by the parties hereto as their respective interests appear (e.g. if the service relates to only Lot 1, Walker shall reimburse the Village).

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

Notwithstanding the immediately preceding paragraph, Owner, MSS and Walker shall in no event be required to reimburse Village or pay for any expenses or costs of Village as aforesaid more than once, whether such are reimbursed or paid through special assessment proceedings, through fees established by Village ordinances or otherwise.

In the event that any third party or parties institute any legal proceedings against the Owner, MSS and/or Walker, and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner, MSS and/or Walker, as may be appropriate, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

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1. Owner, MSS and/or Walker shall not make any settlement or compromise of the lawsuit, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village.
2. If the Village, in its sole discretion, determines there is, or may probably be, a conflict of interest between Village and Owner, MSS and/or Walker, on an issue of importance to the Village having a potentially substantial adverse effect on the Village, then the Village shall have the option of being represented by its own legal counsel. In the event the Village exercises such option, then Owner, MSS and/or Walker, as their respective interests are involved, shall reimburse the Village from time to time on written demand from the President of Village and notice of the amount due for any expenses, including but not limited to court costs, reasonable attorneys' fees and witnesses' fees, and other expenses of litigation, incurred by the Village in connection therewith.

In the event the Village institutes legal proceedings against Owner, Walker and/or MSS for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment against Owner, Walker and/or MSS, as appropriate, all expenses of such legal proceedings incurred by Village, including but not limited to the court costs and reasonable attorneys' fees, witnesses' fees, etc., incurred by the Village in connection therewith. Owner, Walker and/or MSS as appropriate, may, in their sole discretion, appeal any such judgment rendered in favor of the Village against Owner, Walker and/or MSS.

SECTION SIXTEEN: Warranties and Representations.

1. The Owner represents and warrants to the Village that the legal title holder and the owner of record of the

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Subject Property is Gray Properties, an Illinois partnership.

2. MSS, an Illinois corporation, represents and warrants to the Village that it proposes to develop a portion of the Subject Property in the manner contemplated under this Agreement; and
3. Walker, an individual, represents and warrants to the Village that he proposes to develop a portion of the Subject Property in the manner contemplated by this Agreement; and
4. The Owner represents and warrants to the Village that other than the entities hereinabove described in this Section, no other entity or person has any interest in the Subject Property or its development as herein proposed.
5. The Owner represents and warrants to the Village that Owner has provided the legal descriptions of the Subject Property set forth in this Agreement and that said legal descriptions are accurate and correct.

SECTION SEVENTEEN: Continuity of Obligations.

Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale or conveyance of all or any part of the Subject Property by Owner, MSS and/or Walker, the Owner, MSS, and Walker shall at all times during the term of this Agreement remain liable to Village for the faithful performance of the obligations imposed upon Owner, Walker and MSS by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released Owner, Walker and/or MSS from any or all of such obligations. All such obligations shall constitute covenants running with the land and shall be binding upon the respective parties as their interests appear in this Agreement and shall not be considered joint and several obligations of all.

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SECTION EIGHTEEN: No Waiver or Relinquishment of Right to Enforce Agreement.

Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

SECTION NINETEEN: Village Approval or Direction.

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

SECTION TWENTY: Singular and Plural.

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

SECTION TWENTY-ONE: Section Headings and Subheadings.

All section headings or other headings in this Agreement are for general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered or relevant to such heading or not.

SECTION TWENTY-TWO: Recording.

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

SECTION TWENTY-THREE: Authorization to Execute.

The Owner, Walker and also the officers of MSS executing this Agreement warrant that they respectively have been lawfully authorized by Walker, the general partners of the Owner and by MSS's Boards of Directors, to execute this Agreement on behalf of

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said parties. The President and Clerk of the Village hereby warrant that they have been lawfully authorized by the Village Board of the Village to execute this Agreement. The Owner, MSS, Walker and Village shall 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 or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective partners as requested in writing by any such parties.

SECTION TWENTY-FOUR: Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner, Walker and MSS and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

SECTION TWENTY-FIVE: Counterparts.

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

SECTION TWENTY-SIX: Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default. The violation of any provision of this Agreement by any party to this Agreement will not and shall not be construed as a violation or default by any other party to this Agreement.

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SECTION TWENTY-SEVEN: Conflict Between the Text and Exhibits.

In the event of a conflict in the provisions of the text of this Agreement and the Exhibits attached hereto, the text of the Agreement shall control and govern.

SECTION TWENTY-EIGHT: Severability.

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

SECTION TWENTY-NINE: Definition of Village.

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

SECTION THIRTY: Execution of Agreement.

This Agreement shall be signed first by the Village and the President (Mayor) of the Village shall affix the date on which he signs this Agreement on page 1 hereof which date shall be the effective date of this Agreement.

ATTEST:

VILLAGE OF TINLEY PARK

Frank W. Gorman Jr
Village Clerk

BY Edward G. Bush
Village President

DATED: 7/16/87

DATED: 7/15/87

Collin W. Gray
COLLIN W. GRAY

DATED: 7-15-87

James F. Gray
JAMES F. GRAY

DATED: 7-15-87

Mary Ann Kirn
MARY ANN KIRN

Gray Properties, an Illinois
Partnership, Owner

DATED 7-15-87

By: David Drey
Its General Partner

Mary Ann Kirn
Its General Partner

ATTEST:
David Drey
Its General Partner

DATED: 7/15/87

MSS Management Company, an Illinois
Corporation and subsidiary of Nagel
and Nagel, Inc.

By: _____
Title: _____

ATTEST:

DATED: _____

Nagel and Nagel, Inc., an Illinois
Corporation

By: _____
Title: _____

ATTEST:

DATED: _____

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STATE OF ILLINOIS)
)
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above-named _____ and _____ personally known to me to be the _____ and the _____ Secretary of Nagel and Nagel, Inc., an Illinois corporation, and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that said _____ Secretary, as custodian of the corporate seal of said corporation caused the corporate seal of said corporation to be affixed to said instrument as said _____ Secretary's own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 1987.

Commission expires _____, 19____. _____ Notary Public

STATE OF ILLINOIS)
)
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Edward Zatrocki, personally known to me to be the President of the Village of Tinley Park, and Frank W. German, Jr., personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 16th day of July, 1987.

Commission expires Sept. 1, 1987. Paul M. Schwartz
Notary Public

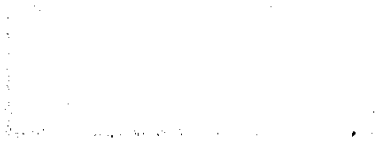
STATE OF ILLINOIS)
)
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Collin W. Gray, James F. Gray and Mary Ann

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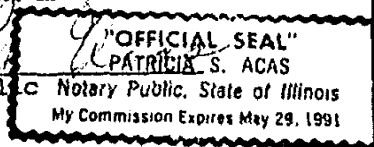
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instrument as such appeared before me this day in person and severally acknowledged that she signed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 15th date of July, 1987.

Commission expires May 29, 1991.

Patricia S. ACAS
Notary Public



STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

Property of Cook County Clerks Office

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date JUL 14 1987

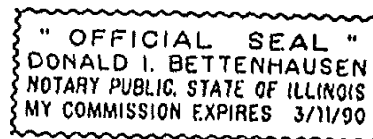
Lynnda S. Davis
Notary Public

Form 132P

GIVEN under my hand and Notary Seal this 9th date of July, 1987.

Commission expires 3-11, 1990.

Donald I. Bettenhausen
Notary Public



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