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PLAT WITH THIS DOCUMENT

OFFICIAL BUSINESS
Village of Tinley Park
Thaddeus M. Barnick, Mayor
16250 S. Oak Park Ave
Tinley Park, IL 60477
88231140

STATE OF ILLINOIS)
COUNTY OF COOK) SS.
COUNTY OF WILLIAMS)

CLERK'S CERTIFICATE

I, FRANK W. GERMAN, JR., the duly elected, qualified, and acting Village Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of that Resolution now on file in my office, entitled:

RESOLUTION NO. 88-R-005

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"RESOLUTION AUTHORIZING PREANNEXATION AGREEMENT (FAIRMONT VILLAGE)"

which Resolution was passed by the Board of Trustees of the Village of Tinley Park at a regular meeting held on the 23rd day of FEBRUARY, 1988, at which meeting a quorum was present, and approved by the President of the Village of Tinley Park on the 23RD day of FEBRUARY, 1988.

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

- AYES: FULTON, HANNON, MATUSHEK, REA, VANDENBERG
- NAYS: NONE
- ABSENT: SEAMAN

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safe-keeping, 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 25TH day of FEBRUARY, 1988.

Frank W. German Jr.
Village Clerk

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RESOLUTION NO. 88-R-005

RESOLUTION AUTHORIZING PREANNEXATION AGREEMENT
(FAIRMONT VILLAGE)

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, did hold a public hearing to consider a preannexation agreement for the annexation of certain property not presently within the corporate limits of any municipality but contiguous to the Village of Tinley Park, a true and correct copy of which is attached hereto and made a part hereof as EXHIBIT 1; and

WHEREAS, the aforesaid public hearing was held pursuant to legal notice as required by law, and all persons desiring an opportunity to be heard were given such opportunity at said public hearing; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Preannexation Agreement (Fairmont Village)" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as EXHIBIT 1.

Section 2: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and behalf of said Village of Tinley Park the aforesaid Agreement; provided, however, that all of the

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other parties to said Agreement have properly signed and executed the same.

Section 3: That this Resolution shall take effect from and after its passage and approval as provided by law.

PASSED this 23RD day of FEBRUARY, 1988, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

AYES: FULTON, HANNON, MATUSHEK, REA, VANDENBERG

NAYS: NONE

ABSENT: SEAMAN

APPROVED this 23RD day of FEBRUARY, 1988, by the President of the Village of Tinley Park.



Village President

ATTEST:



Village Clerk

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PREANNEXATION AGREEMENT - FAIRMONT VILLAGE UNITS 1 AND 2

INTRODUCTION.

1. This Agreement entered into this 23rd day of February, 1988, by and between the Village of Tinley Park, Illinois, a municipal corporation (hereinafter referred to as the "Village"); the Standard Bank & Trust Company, as Trustee under Trust Agreement dated April 18, 1966 and known as Trust No. 2850 (hereinafter referred to as the "Owner"), (of which Orchard Hill Building Company holds the entire beneficial interest) and Orchard Hill Building Company, an Illinois partnership (hereinafter referred to as "Developer").

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:

PARCEL 1:

THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING THAT PART THEREOF LYING NORTHEASTERLY OF THE CENTER LINE OF THE MAIN DITCH OF THE UNION DRAINAGE DISTRICT NUMBER 3 OF ORLAND TOWNSHIP AND NUMBER 2 OF BREMEN TOWNSHIP), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF MAIN DITCH OF UNION DRAINAGE DISTRICT NUMBER 3 OF ORLAND TOWNSHIP AND NUMBER 2 OF BREMEN TOWNSHIP IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THE EAST 100 FEET OF THE WEST 125 FEET OF THE SOUTH 200 FEET THEREOF AND EXCEPTING THEREFROM THE NORTH 50 FEET OF THE WEST 800 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THE NORTH 50 FEET OF THE EAST 650 FEET THEREOF) AND (EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF SAID SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH WEST 1/4 OF THE NORTH WEST 1/4 790.00 FEET, THENCE SOUTHWESTERLY 915.48 FEET TO A POINT ON THE WEST LINE OF SAID SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25, THAT IS 463 FEET SOUTH OF THE NORTH WEST CORNER OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 25, THENCE NORTH 463 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

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 and is bounded generally by 171st Street on the south, 80th Avenue on the west, Midlothian Creek on the north and the Tinley Heights Subdivisions on the east. The Subject Property contains approximately 115.36 acres and is contiguous with the Village of Tinley Park.

4. Legal title to the Subject Property is vested in The Heritage Standard Bank and Trust Company in Evergreen Park, Illinois, as Trustee under Trust No. 9315, Owner. Orchard Hill Building Company holds the entire beneficial interest in the said Trust.

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, and the Developer desire that the Subject Property be annexed to the

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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 R-3 Single Family Residential District provisions of the Tinley Park Zoning Ordinance as more fully hereinafter provided.

2. Developer and Owner have petitioned the Village for annexation of the Subject Property to the Village and for an amendment to the zoning ordinance classifying the Subject Property as more fully hereinafter set forth.

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 Developer and Owner requesting annexation of the Subject Property and zoning of the Subject Property to enable development as herein provided and for certain variations. 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 as herein provided, including hearings by the Long Range Plan Commission, 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 of Trustees to achieve the following:

- (a) Adoption and execution of this Agreement by ordinance;
- (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.

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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, the Developer 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 and the Developer have 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 ordinances, cause approval and execution of this Agreement and immediately after adoption and execution of this Agreement cause the Subject Property to be annexed to the Village. Also the Village, upon annexation, shall thereafter adopt all ordinances respecting the zoning, variations, 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.

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Upon the execution of this Agreement, the Owner and Developer shall do all things necessary and proper to aid and assist the Village in carrying out the terms, conditions and provisions of this Agreement and effectuate the annexation of the Subject Property to the Village.

The Village shall 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.

1. The Subject Property, 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 after execution of this Agreement and annexation of the Subject Property to the Village cause the Subject Property to be classified under the Zoning Ordinance of the Village as R-3 Single Family Residential District.

2. The Subject Property shall be developed substantially in accordance with the plan appended hereto and incorporated herein as EXHIBIT 2 entitled "Preliminary Plan, Gallagher & Henry's Fairmont Village Units 1 & 2" prepared by Webster, McGrath & Carlson, Ltd. and dated as last revised on February 16, 1988. The Owner and Developer agree that the Subject Property shall be developed substantially in accordance with the plan as shown on said site plan (EXHIBIT 2) as approved or as subsequently amended and approved by the Village.

3. For all lots with a lot width of 80 feet or more, each side yard shall be a minimum of 10 feet in width. For all lots with a lot width of less than 80 feet, each side yard shall be a minimum of at least 10% of the width of the lot as measured for lot width purposes under the Tinley Park Zoning Ordinance.

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B. Plat Approval - Phasing.

The Village agrees that individual plats of portions of the Subject Property may be recorded in phases in the Office of the Recorder of Deeds of Cook County, Illinois. At the discretion of Owner, each phase or combination of phases may be considered a separate subdivision, providing such subdivision as proposed complies with all provisions of this Agreement and the Subdivision Regulations Ordinance of the Village and further provided the Plan Commission of the Village has reviewed any such plat of subdivision, has recommended its approval to the Village Board as being in compliance with this Agreement and the applicable provisions of the Subdivision Regulations Ordinance, and provided that the Village Board approves such plat as being in full compliance with the applicable provisions of this Agreement and the Subdivision Regulations Ordinance.

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, central retention ponds, and other utilities or public improvements beyond their territory to serve other territories, and particularly, the territory to be annexed to the Village by this Agreement, and the policy of providing recapture for the construction of future central retention ponds, Owner and Developer 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, or for future 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:

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<u>Recaptures</u>	<u>Total Amount Due*</u>
<u>Lift Station</u>	
171st Street and 80th Avenue (\$666.86 per gross acre based on 39.33 acres)	\$ 26,227.60
 <u>Water</u>	
80th Avenue 360.88 lineal feet at \$49.53 per foot	16,813.00
171st Street \$21.50 per lineal foot	<u>47,945.00</u>
 TOTAL AMOUNT DUE ON ANNEXATION	 \$ <u>90,985.60**</u>

*Includes applicable interest

**For an additional amount due on annexation,
see subparagraph 2 below.

2. Developer shall also be required to pay to the Village the sum of \$51,000.00 for the installation of all street lights, except lights at intersecting streets, required on 171st Street and on 80th Avenue in connection with the development of the Subject Property. Since there will be major road improvements on both 171st Street and 80th Avenue, Village will install such lights at no further expense to Developer when such road improvements are completed.

3. The Owner and Developer shall pay to the Village an amount for street improvements for 171st Street and 80th Avenue at the rate of \$32.00 per lineal foot of improvement to be

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installed based upon approximately 4,856 feet of improvements, and which amount is presently computed to be \$155,392.00.

The foregoing amount shall be due and payable to the Village upon issuance of each individual building permit in an amount equal to \$579.82 (based on 268 lots). Owner and Developer may elect at their option to incorporate the existing improvements in said street contiguous to the Subject Property and improve the same so that said street as improved will be in accordance with Village standards or alternatively, to make such installation in its entirety in accordance with Village standards. To the extent such incorporation and improvement or entire installation is made by the Owner and Developer, they shall be relieved of the payment to the Village at the rate of \$32.00 per lineal foot as above set forth. Upon payment of the foregoing amount, no further payments shall be required of the Owner, Developer or their successors in interest with respect to costs of construction, engineering, installation and improvement of 171st Street and 80th Avenue.

SECTION FOUR: Contributions.

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

	<u>Per Single Family Unit</u>
Water Construction Fund	\$300.00
Sewer Construction Fund	\$100.00
Elementary School District No. 140	\$150.00
Tinley Park Volunteer Fire Dept.	\$ 50.00
Tinley Park Board of Library Directors	\$ 50.00
Tinley Park Park District	\$100.00
E.S.D.A. Siren System	\$ 15.00

Developer shall also be required, in lieu of the need to dedicate any land for a public park, to donate the sum of \$41,250.00 to the Tinley Park Park District prior to or at the

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time of the approval, by the Village, of the first final plat of subdivision for all or a portion of the Subject Property.

Such contributions shall be in addition to all customary Village fees such as, but not limited to, building permit fees, water and sewer connection fees, occupancy permit fees and the like.

SECTION FIVE: Sanitary Sewers and Storm Water Retention.

Storm water run-off emanating from the Subject Property shall be retained in the proposed storm water retention or detention areas located on the Subject Property as designated by the Village as Ponds GG1 and GG2.

The Subject Property is tributary to the central detention/retention facilities located on the Subject Property. The design criteria, construction and maintenance for the storm sewers shall meet all standards of the Village currently in force as of the date of this Agreement and of the Metropolitan Sanitary District and shall be completed by the Developer at its expense.

The Developer shall also be required to construct the proposed Ponds GG1 and GG2 at the locations designated by the Village. The design criteria, construction and maintenance for the storm water retention/detention facilities and Ponds shall meet all standards of the Village and the Metropolitan Sanitary District currently in force as of the date of construction and shall be completed by the Developer at its expense. All such construction and installations shall be in accordance with final engineering plans and specifications approved by the Village.

The storm water retention/detention areas located on the Subject Property shall be conveyed to the Village at the time of completion of the retention/detention improvements and acceptance of such improvements by the Village. Pond GG1 on Outlot B as designated on EXHIBIT 2 must be completed and fully sodded no later than during the construction of the public improvements for

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Unit Number 1 and Pond GG2 on Outlot F as designated on EXHIBIT 2 must be completed and fully sodded no later than during the construction of the public improvements for Unit Number 2. The Developer will be required to maintain the on-site retention/detention facilities until such time as they have been completed and conveyed to and accepted by the Village.

After grading and full landscaping of such Outlots in accordance with such grading and landscaping plans as are approved by the Village, Owner and Developer shall convey to the Village the portion of the Subject Property depicted as Outlots A, B, C, D, E and F on the attached EXHIBIT 2 and legally described on EXHIBIT 3.

Developer shall also be required to oversize the storm sewer to be located on the Subject Property in order to serve other property to the south.

Outlots A, C, D and E shall be dedicated or conveyed by the Owner to the Village at such time as required by the Village, but in no event later than the recording of a plat of subdivision covering such Outlot or Outlots. Outlot A shall be dedicated for the relocation of Midlothian Creek, and Outlots C, D and E shall be dedicated for the widening of Midlothian Creek.

SECTION SIX: Easements.

The Owner and Developer agree to grant and/or obtain at the time of approval of this Annexation Agreement all necessary easements to the Village for the extension of sewer, water, or other utilities, or for other improvements which may serve not only the Subject Property, but other territories in the general area. It shall be the responsibility of the Owner and Developer to obtain all easements, both on site and off site, necessary to serve the Subject Property.

SECTION SEVEN: Developmental Codes and Ordinances and General Matters.

1. The development of the Subject Property annexed and of each lot respectively encompassed by this Agreement shall be in

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accordance with the existing building, zoning, subdivision, storm water retention and other developmental codes and ordinances of the Village as they exist (including whatever fees are then required) on the date each respective permit for development of each lot is issued. 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. No occupancy permits will be issued for any of the lots being developed on the Subject Property until all required public improvements have been completed by the Developer with the exception of the final lift on the streets.

2. Building Permits. The Village shall within ten (10) days issue building permits requested by Developer or any purchaser or successor in interest upon application and upon compliance with all relevant Village ordinances and codes and the terms and provisions of this Agreement, or within said 10-day period issue a written denial of any non-conforming application for a building permit.

SECTION EIGHT: Streets and Sidewalks and
Midlothian Creek Box Culvert.

The Developer shall provide access to each site. Any street right-of-way not already dedicated at the time of annexation shall be dedicated in the final plats for each phase and the Village shall accept the dedication of any such street right-of-way upon completion of the street improvements and acceptance of the improvements by the Village. The Village shall accept the construction of streets, upon the completion by Developer of said improvements in accordance with the Village's Subdivision Regulations Ordinance sections. The final wearing surface shall not be

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installed until a period of twelve (12) months after installation of the base. Upon completion of the street, Owner and Developer shall be responsible for keeping the street free from construction debris and for repair of damages to the street caused by Developer's construction traffic. All deliveries of construction supplies or materials shall be restricted to certain streets or temporary haul roads if so designated by the Village.

Owner shall dedicate a right-of-way of 50 feet for 80th Avenue and 50 feet for 171st Street along the full length of the Subject Property adjacent to such streets.

Owner and Developer shall also be required to construct a sidewalk along 80th Avenue for the full length of the Subject Property and along 171st Street for the full length of the Subject Property, all in accordance with final engineering plans approved by the Village.

The cost of all sidewalks and all street trees shall be included in the required letters of credit for each phase of the development of the Subject Property, with the amounts to be computed on the same basis as the amounts to be included in the letter of credit for all other public improvements for the Subject Property.

Developer shall also be required to construct and install, at its expense, a concrete box culvert over Midlothian Creek at Olcott Avenue. Such culvert shall be of such size and location as determined by the Village and shall be constructed and installed in accordance with final engineering plans approved by the Village.

SECTION NINE: Water Supply.

Developer shall be required to construct at its 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 the extension of a 12" water main from the existing water main

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located on Ozark Avenue to the existing 24" water main on the west side of 80th Avenue.

SECTION TEN: Sanitary Sewers and Treatment.

Developer 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 approved by the Village.

SECTION ELEVEN: Utilities.

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

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

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

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

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

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to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:

1. Village President
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
2. Village Clerk
Village Hall
16250 South Oak Park Avenue
Tinley Park, Illinois 60477
3. Klein, Thorpe and Jenkins, Ltd.
180 North LaSalle Street
Chicago, Illinois 60601
Attention: Terrence M. Barnicle

For the Owner:

1. Heritage Standard Bank & Trust Company
as Trustee Under Trust No. 9315
2400 West 95th Street
Evergreen Park, Illinois 60642

For the Developer:

1. Robert Gallagher
Orchard Hill Building Company
6280 Joliet Road
Countryside, Illinois 60525

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: Model Units.

Developer shall have the right to construct residential model units, sales and rental offices and other appurtenant facilities, upon acceptance of a plan encompassing that portion of the property upon which same are proposed to be constructed, subject to Village approval as to number (which shall not exceed six (6)), location and engineering and subject to approval of other appropriate governmental agencies. Developer shall undertake to maintain architectural continuity among the houses built in the development.

SECTION FIFTEEN: Signs.

After application is made to the Village's Zoning Administrator, and all required fees are paid, the Village will permit

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Developer to erect an outdoor advertising sign of not more than 8' x 16', double-faced, to be no higher than 14' from top of the sign to ground level, and may be exteriorly illuminated, on the Subject Property for the duration of Developer's sales program. Location of said sign shall be in accordance with the Village's Sign Ordinance and shall be set back from streets and highways as the interest of safety may require. The Village shall have the right to compel removal of, and Developer shall so remove, such sign within 90 days after the last building permit is issued, or within 5 years from the date of this Agreement, whichever occurs first; provided, however, Developer shall in any event remove such sign no later than the time its development and all dwelling units are completely sold.

SECTION SIXTEEN: Provisional Occupancy Permits.

The Village will grant provisional occupancy permits for individual residences between November 1st and May 15th if weather prevents the Developer from completing the following work for any such residence (it being understood that if other work remains to be done, no occupancy permit, provisional or otherwise, will be issued):

- (a) The asphalt or concrete has not been poured for the driveway, provided the stone base has been installed.
- (b) Installation of the required sidewalk.
- (c) Final grading.
- (d) Painting of the exterior.
- (e) Installation of the gutters and downspouts.

As a condition to the issuance of any such provisional occupancy permit, the Developer shall:

- (a) Provide the Village with a timetable (acceptable to the Village) for completion of the outstanding work which timetable shall be deemed a part of the occupancy permit.
- (b) Provide a cash escrow with either the Village or Chicago Title Insurance Company to guaranty the completion of the work within the approved timetable with the amount to be deposited in such escrow being in an amount equal to 150%

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of the estimated cost of completion of the work remaining to be done, with such cost estimate to be approved by the Village.

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

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

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

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

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

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

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

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title insurance shall be in usual and customary form subject only to:

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

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

All title insurance charges herein provided shall be borne by Owner and Developer.

E. Taxes, Liens, Assessments, Etc.

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

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F. Delivery of Deed, Conveyance or Dedication.

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

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

A. To Effective Date of Agreement.

The Owner and Developer concurrently with annexation and zoning of the property or so much thereof as required, shall 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 by Robinson Engineering Company, Ltd. or any successor Village engineer;
- (2) all attorneys' fees incurred by the Village; and
- (3) miscellaneous Village expenses, such as legal publication costs, recording fees and copying expense.

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

Notwithstanding the immediately preceding paragraph, Owner and Developer 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 or Developer and/or the Village, which relate to the terms of this Agreement, then, in that event, the Owner and/or Developer, on notice from Village shall assume, fully and vigorously, the entire defense of such lawsuit and all expenses of whatever nature relating thereto; provided, however:

1. Owner and Developer 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 or Developer, 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 Developer shall reimburse the Village from time to time on written demand from the President of

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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 and/or Developer 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 and/or Developer 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 and/or Developer may, in their sole discretion, appeal any such judgment rendered in favor of the Village against Owner and/or Developer.

SECTION NINETEEN: Warranties and Representations.

The Owner represents and warrants to the Village as follows:

1. That the legal title holder and the owner of record of the Subject Property is Standard Bank and Trust Company (located in Evergreen Park, Illinois), a national banking association, not individually but as Trustee under Trust Agreement dated April 15, 1966 and known as Trust No. 2860; and
2. That Orchard Hill Building Company is the sole beneficiary of the aforesaid Standard Bank and Trust Company, Trust No. 2860, and that Orchard Hill Building Company, an Illinois general partnership, Developer, proposes to develop the Subject Property in the manner contemplated under this Agreement; and
3. That Robert E. Gallagher is the sole managing partner of the Orchard Hill Building Company general partnership, with the remaining partners being either

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family members, or trusts for family members, of Robert E. Gallagher and Daniel J. Henry.

4. 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. That Owner has provided the legal descriptions of the Subject Property set forth in this Agreement and that said legal description is accurate and correct.

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

SECTION TWENTY-ONE: No Waiver or Relinquishment of Right to Enforce Agreement.

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

SECTION TWENTY-TWO: Limitation of Trustee Liability.

This instrument is executed by the _____ Standard Bank and Trust Company (located in Evergreen Park, Illinois), a national banking association, as Trustee under Trust No. _____. The Trustee warrants that it possesses full power, authority and

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direction to execute this instrument and to satisfy any liability of the Trustee arising from its breach of any covenants or conditions contained in said instrument to the extent of any or all Trust property which may be held by the Trustee pursuant to the Agreement creating said Trust. Except for the foregoing warranty, the parties hereto shall seek to satisfy any liability of the Trustee solely out of said Trust property and hereby disclaim and waive any and all personal liability of the Trustee.

Any undertakings, and agreements herein made are made and intended, not as personal covenants, undertakings, and agreements of the Trustee named and referred to in said Agreement for the purpose of binding it, personally, but this instrument is executed and delivered by the Standard Bank and Trust Company as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, said Standard Bank and Trust Company, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein, either expressed or implied, except to the extent of the trust property, all such personal liability, if any, being hereby expressly waived and released by the Village except to the extent of the trust property, and by all persons claiming by or through or under said Village.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that, except to the extent of the trust property, the Standard Bank and Trust Company individually shall have no obligation to see to the performance or non-performance of any of the covenants herein contained, and shall not be personally liable for any action or non-action taken in violation of any of the covenants herein contained, it being understood the performance of the covenants herein contained

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shall be enforced only against the Developer and/or the trust property.

SECTION TWENTY-THREE: 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-FOUR: Singular and Plural.

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

SECTION TWENTY-FIVE: Section Headings and Subheadings.

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

SECTION TWENTY-SIX: Recording.

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

SECTION TWENTY-SEVEN: Authorization to Execute.

The officers of Trustee and the partners of Orchard Hill Building Company executing this Agreement warrant that they respectively have been lawfully authorized by Trustee's Board of Directors and Developer's partners to execute this Agreement on behalf of said Trustee and Orchard Hill Building Company. 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 Trustee, Developer 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 or other documents

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required to legally evidence the authority to so execute this Agreement on behalf of the respective entities.

SECTION TWENTY-EIGHT: Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the Owner, Developer 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-NINE: Counterparts.

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

SECTION THIRTY: Curing Default.

The parties to this Agreement reserve a right to cure any default hereunder within thirty (30) days from written notice of such default.

SECTION THIRTY-ONE: Conflict Between the Text and Exhibits.

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

SECTION THIRTY-TWO: Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform 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

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decree shall relieve Village from performance under such invalid provision of this Agreement.

SECTION THIRTY-THREE: Definition of Village.

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

SECTION THIRTY-FOUR: Execution of Agreement.

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

ATTEST:

Frank W. Surman
Village Clerk

VILLAGE OF TINLEY PARK

By Edward J. Gable
Village President

DATED: 23 Feb 1988

STANDARD BANK AND TRUST
COMPANY OF CHICAGO, TRUSTEE UNDER
TRUST NO. 2860

DATED: 2-1-88

Dennis R. Adick
Vice President

ATTEST:

William Bronk
Secretary

ORCHARD HILL BUILDING COMPANY

DATED: _____

By: [Signature]
General Partner

ATTEST:

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EXHIBIT 3

Outlot A in Gallagher & Henry's Fairmont Village Unit 1, a subdivision of part of the northeast and northwest quarters of Section 25, Township 36 north, Range 12 east of the Third Principal Meridian in Tinley Park, Cook County, Illinois.

Outlot B in Gallagher & Henry's Fairmont Village Unit 1, a subdivision of part of the northeast and northwest quarters of Section 25, Township 36 north, Range 12 east of the Third Principal Meridian in Tinley Park, Cook County, Illinois.

Outlot C in Gallagher & Henry's Fairmont Village Unit 2, a subdivision of part of the northeast and northwest quarters of Section 25, Township 36 north, Range 12 east of the Third Principal Meridian in Tinley Park, Cook County, Illinois.

Outlot D in Gallagher & Henry's Fairmont Village Unit 2, a subdivision of part of the northeast and northwest quarters of Section 25, Township 36 north, Range 12 east of the Third Principal Meridian in Tinley Park, Cook County, Illinois.

Outlot E in Gallagher & Henry's Fairmont Village Unit 2, a subdivision of part of the northeast and northwest quarters of Section 25, Township 36 north, Range 12 east of the Third Principal Meridian in Tinley Park, Cook County, Illinois.

Outlot F in Gallagher & Henry's Fairmont Village Unit 2, a subdivision of part of the northeast and northwest quarters of Section 25, Township 36 north, Range 12 east of the Third Principal Meridian in Tinley Park, Cook County, Illinois.

EXHIBIT 3

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OFFICIAL SEAL
Clerk of Cook County
State of Illinois
My Commission Expires 01/01/2011

05.10
COOK COUNTY CLERK
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.1000 FAX: 312.603.1001
WWW.COOKCOUNTYCLERK.COM

05.10.10